

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

CIVIL ACTION NO. 14-62240 – CIV - DIMITROULEAS
MAGISTRATE JUDGE SNOW

U.S. COMMODITY FUTURES TRADING)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
FOREX MONTHLY INCOME FUND, LLC,)
JEAN CHAUVEL, RENAUD PIERRE-)
CHARLES, and ROBERT TRIPODE,)
)
Defendants.)

CONSENT ORDER
FOR PERMANENT INJUNCTION, CIVIL MONETARY PENALTY AND OTHER
EQUITABLE RELIEF AGAINST ROBERT TRIPODE

I. INTRODUCTION

On September 30, 2014, Plaintiff U.S. Commodity Futures Trading Commission (“Commission”) filed a Complaint [D.E. #1] against Defendants Forex Monthly Income Fund, LLC, (“FMIF”) Jean Chauvel (“Chauvel”), Renaud Pierre-Charles (“Pierre-Charles”), and Robert Tripode (“Tripode”) (collectively, “Defendants”) seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for alleged violations by Defendants of the Commodity Exchange Act, (“CEA”) 7 U.S.C. §§ 1 *et seq.* (2012), and Commission Regulations, 17 C.F.R. §§ 1.1 *et seq.* (2014)

On October 1, 2014, this Court entered a Statutory Restraining Order (“SRO”) against Tripode [D.E. # 7], and Tripode was served the same day [D.E. # 11]. On October 23, 2014, this

Court entered a consent preliminary injunction order against Tripode [D.E. #20]. Tripode answered the Commission's complaint on November 17, 2014 [D.E. # 30].

II. CONSENTS AND AGREEMENTS

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

1. Consents to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Defendant Tripode ("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 7 U.S.C. § 13a-1 (2012);
5. Admits the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to 7 U.S.C. §§ 1-26 (2012);
6. Admits that venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e) (2012);
7. Waives:
 - (a) any and all claims that he 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, 17 C.F.R. §§ 148.1 *et seq.*, (2014) relating to, or arising from, this action;

(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 Tripode now or in the future resides outside the jurisdiction of this Court;

9. Agrees that he will not oppose enforcement of this Consent Order on the ground, if any exists, 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. Tripode 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. By consenting to the entry of this Consent Order, Tripode 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, Tripode 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 Tripode; (b) any proceeding pursuant to 7 U.S.C. § 12a (2012) and/or 17 C.F.R. §§ 3.1-3.75 (2014); and/or (c) any proceeding to enforce the terms of this Consent Order. Tripode does 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. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 65 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 Tripode 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. For these reasons and for the purpose of avoiding the costs of litigation, the Court therefore directs the entry of the following

Findings of Fact, Conclusions of Law, permanent injunction and equitable relief pursuant to 7 U.S.C. § 13a-1, as set forth herein. The findings and conclusions in this Consent Order are not binding on any other party to this action.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties To This Consent Order

14. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with administering and enforcing the CEA, 7 U.S.C. §§ 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.*

15. Defendant Robert Tripode is an individual residing in Boynton Beach, Florida. Tripode was at all material times hereto an agent of FMIF. Tripode has never been registered with the Commission in any capacity.

2. The Foreign Currency (“Forex”) Trading Scheme

16. From January 2011 through at least June 2013 (“Relevant Period”), FMIF, by and through its principals, Chauvel and Pierre-Charles, and its agent, Tripode, solicited members of the public (hereinafter, “pool participants”), by use of the mails and/or other means or instrumentalities of interstate commerce, to send money to FMIF to trade forex in a commodity pool operated by FMIF. Some of the pool participants solicited were unsophisticated investors, including senior citizens, who sought higher monthly income on their retirement savings.

17. As part of their solicitation, Defendants represented to prospective pool participants that FMIF offered a safe investment with steady, guaranteed returns. Defendants reinforced this belief by providing pool participants a “Schedule of Monthly Returns” stating the exact amount of each monthly payment the pool participants were to receive based on the size of their investments.

18. Tripode communicated with existing pool participants and directed at least some pool participants to sign a “Foreign Currency Fund Membership Agreement” (hereinafter, “Agreement”). The Agreement reiterated the guaranteed monthly returns and also provided that either party could terminate the Agreement and that funds would be refunded upon 60 days written notice.

19. FMIF also solicited pool participants through a website, *www.forexmonthlyincomefund.com*, in which FMIF was described as the “world’s leading and most trusted online investment opportunity” and “an international investment company which has been efficiently operating in the Forex market since 2010.” The website also repeated the guarantees: “FMIF provides its clients with a fixed monthly income at a predetermined rate, with return of your initial deposit with a [sic] 60 days written notice.”

20. FMIF’s website offered pool participants four separate “plans” under which they could participate in the FMIF pool. These plans touted monthly returns on investment from two to three percent and annual returns from 30 to 50 percent.

21. FMIF’s website also offered an “Affiliate/Referral Program” under which pool participants and non-participants alike could receive guaranteed payments for referring new pool participants to the FMIF pool.

22. Defendants’ representations, as described above, prompted more than 100 pool participants to provide FMIF approximately \$1.429 million for trading forex in the purported FMIF pool. In his role as an agent of FMIF, Tripode personally solicited at least 24 of these pool participants. As part of his solicitations, Tripode repeated the guaranteed monthly returns promised to pool participants and, in fact, countersigned as “Authorized Agent” the participant

Agreements that contained the guarantees. As a result of Tripode's solicitations, these 24 pool participants provided \$584,632.07 to FMIF for trading in the FMIF pool.

23. In order to invest, pool participants were instructed to make their checks payable to FMIF that were deposited into two bank accounts. Pierre-Charles and Chauvel had sole signatory authority over these bank accounts.

24. FMIF did not open any domestic forex trading accounts or any foreign forex trading accounts.

25. As early as summer 2012, FMIF was losing its ability to keep up with the promised monthly payments to pool participants. In a July 2012 letter sent to FMIF pool participants, Chauvel and Pierre-Charles, identified as the CFO and CEO of FMIF, respectively, wrote that the pool participants' "percentages [i.e., the promised returns on investment] are temporarily adjusted down due to market conditions...but we expect the situation to back [sic] to normal within the next 60-90 days."

26. By early 2013, new deposits from pool participants ceased flowing into FMIF. Within weeks of receiving the last deposit, FMIF ceased making regular monthly payments to pool participants. At least as early as fall 2013, some pool participants demanded that FMIF return their principal payments. Some or all of these demands were not honored by FMIF, despite the guarantee of withdrawal upon 60 days written notice.

27. In reality, FMIF's purported forex pool was a sham. Defendants knowingly, willfully, or recklessly made, or caused others to make, multiple material misrepresentations and omissions in their solicitation of existing and prospective pool participants, including as described above. In making their investment decisions, existing and prospective pool participants in the FMIF pool relied on Defendants' material misrepresentations and omissions,

including statements regarding FMIF's trading activity, purported profits earned from that trading, and the manner in which pool participants' funds would be used.

28. Instead of trading forex and paying the promised returns, FMIF, Chauvel, and Pierre-Charles misappropriated the vast majority of pool participants' funds. Of the \$1.429 million received from pool participants, FMIF, Chauvel, and Pierre-Charles collectively returned only approximately \$356,000 in the form of purported monthly profits from forex trading and withdrawals of principal. Tripode personally returned approximately \$32,000 to pool participants. The remaining approximately \$1,041,000 was misappropriated by FMIF, Chauvel, and Pierre-Charles.

29. In order to conceal and perpetuate their fraud, Defendants distributed false statements to existing and prospective pool participants through the mails and/or other means or instrumentalities of interstate commerce that indicated FMIF was engaged in profitable trading when, in fact, Defendants conducted no trading at all for the FMIF pool.

30. As an agent of FMIF, Tripode received total net payments of \$203,090.01 from FMIF. As the scheme started to collapse and FMIF ceased making regular payments to participants, as noted above Tripode personally returned a total of \$32,374.00 to a number of participants. Thus, Tripode netted \$170,716.01 from his work as an agent of FMIF.

B. Conclusions of Law

1. Jurisdiction and Venue

31. This Court has jurisdiction over this action pursuant to 7 U.S.C. §§ 2(c)(2) and 13a-1 (2012). 7 U.S.C. § 13a-1 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 CEA 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 CEA, or any rule, regulation or order thereunder.

32. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because Tripode resides in this jurisdiction and the acts and practices in violation of the CEA occurred within this District.

2. Fraud in Connection with Forex

33. 7 U.S.C. §§ 6b(a)(2)(A)-(C) (2012) makes it unlawful for any person, in or in connection with any order to make or the making of any forex contract that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market, knowingly, willfully, or recklessly

(A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; or (C) willfully to deceive or attempt to deceive the other person by any means whatsoever...

34. 17 C.F.R. § 5.2(b) (2014) makes it unlawful knowingly, willfully, or recklessly

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.

35. During the Relevant Period, by the conduct described in paragraphs 1 through 31 above, Tripode violated 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b), in or in connection with an order to make or the making of forex contracts for or on behalf of other persons, by knowingly, willfully, or recklessly, among other things: (i) misappropriating pool participants' funds; (ii) making material fraudulent statements and omissions to existing and prospective pool

participants about FMIF's forex trading and profitability; and (iii) issuing false account reports to existing and prospective pool participants.

36. Tripode engaged in the acts and practices described above with reckless disregard for the truth.

3. Fraud by an Associated Person of a Commodity Pool Operator

37. 7 U.S.C. § 60(1) (2012) makes it unlawful

for a[n] ... associated person of a commodity pool operator by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly—

- (A) to employ any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or
- (B) to engage 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.

38. 7 U.S.C. § 1a(11) (2012) defines a “commodity pool operator,” in relevant part, as a person

engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—

II. [forex] agreement, contract, or transaction...

39. From at least July 16, 2011¹ to the end of the Relevant Period, FMIF operated as a commodity pool operator in that it engaged in a business that is of the nature of an investment

¹ As of July 16, 2011, the statutory definition of a commodity pool operator set forth in Section 1a(11) of the CEA was amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Pub. L. 111–203, 124 Stat. 1376, (July 21, 2010), to include commodity pool operators operating commodity pools that solicit and accept funds for the purpose of trading forex, in addition to other commodity interests

trust, syndicate or similar form of enterprise, and in connection therewith, solicited, accepted, or received funds, securities, or property from others for the purpose of trading forex.

40. From at least July 16, 2011 to the end of the Relevant Period, Tripode was an agent of FMIF and acted as an associated person of FMIF in that he solicited and accepted funds, securities, or property for FMIF.

41. From at least July 16, 2011 to the end of the Relevant Period, Tripode (acting as an associated person of FMIF), through the use of the mails or other means or instrumentalities of interstate commerce (including through the use of telephone calls and electronic mail with pool participants and prospective pool participants), violated 7 U.S.C. § 60(1) by knowingly, willfully, or recklessly (i) misappropriating pool participants' funds, (ii) making material fraudulent statements and omissions to existing and prospective pool participants about FMIF's forex trading and profitability, including statements published through FMIF's website, and (iii) issuing false account reports to existing and prospective pool participants.

42. Tripode engaged in the acts and practices described above with reckless disregard for the truth.

4. Failure to Register as an Associated Person

43. 7 U.S.C. § 6k(2) (2012) and 17 C.F.R. § 5.3(a)(2)(ii) (2014) prohibit persons from being associated with a commodity pool operator as a partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves the solicitation of funds, securities, or property for participation in a commodity pool unless such person is registered.

44. 17 C.F.R. § 3.12 (2014) prohibits a person from being associated with a commodity pool operator unless the person is registered as an associated person of the sponsoring commodity pool operator.

45. As set forth above, from July 16, 2011 to the end of the Relevant Period, Tripode solicited funds for participation in a commodity pool operated by FMIF. Because Tripode was not registered as an associated person of FMIF, Tripode violated 7 U.S.C. § 6k(2) and 17 C.F.R. §§ 3.12 and 5.3(a)(2)(ii).

46. Because Tripode was not registered as an associated person of FMIF, he violated 7 U.S.C. § 6k(2) and 17 C.F.R. §§ 3.12 and 5.3(a)(2)(ii).

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

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

48. Based upon and in connection with the foregoing conduct, pursuant to 7 U.S.C. § 13a-1 Tripode is permanently restrained, enjoined, and prohibited from directly or indirectly:
- a. cheating or defrauding, or attempting to cheat or defraud, other persons in or in connection with any order to make, or the making of, any forex contract that is made, or to be made, for or on behalf of, or with, any other person in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b);
 - b. employing any device, scheme, or artifice to defraud or engaging in any transaction, practice, or course of business which operates as a fraud or deceit upon any participant or prospective participant in a commodity pool in violation of 7 U.S.C. § 6o(1); and
 - c. soliciting funds for or being associated with a commodity pool operator without being registered in violation of 7 U.S.C. § 6k(2) and 17 C.F.R. §§ 3.12 and 5.3(a)(2)(ii).

49. Tripode 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 7 U.S.C. § 1a(40) (2012));
 - b. entering into any “commodity interests” (as that term is defined in 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 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 17 C.F.R. § 4.14(a)(9) (2014); and/or
 - g. acting as a principal (as that term is defined in 17 C.F.R. § 3.1(a) (2014)), agent or any other officer or employee of any person (as that term is defined in 7 U.S.C. § 1a(38) (2012)) registered, exempted from registration or required to be registered with the Commission except as provided for in 17 C.F.R. § 4.14(a)(9).

V. RESTITUTION AND CIVIL MONETARY PENALTY

A. Restitution

50. Tripode shall pay restitution in the amount of \$170,716.01 (“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 (2012).

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

52. The funds currently frozen in the accounts referenced below shall, upon request and at the direction of the Monitor, be immediately released to the Monitor and applied directly to payment of Tripode’s Restitution Obligation in accordance with the terms of this Consent Order in an amount not to exceed \$170,716.01:

JP Morgan Chase Account
xxxx-2208

Allianz Annuities
8645407
8645475

8645533
8645566
8660873
70139871
70356991
70413252

The annuities listed above shall be surrendered for their cash value, and the funds, minus any mandatory tax withholding, shall be released to the Monitor as directed in this Consent Order and in an amount to satisfy Tripode's Restitution Obligation.

53. Tripode shall make Restitution Obligation payments under this Consent Order to the Monitor in the name "Tripode – 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 Tripode as the paying defendant and the name and docket number of this proceeding. Tripode 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 FMIF's pool participants 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 pool participants 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 Part V.B below.

55. Tripode shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify FMIF's pool participants to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Tripode shall execute any documents necessary to release funds that he may have 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 FMIF's pool participants 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 FMIF pool participant shall not limit the ability of any pool participant from proving that a greater amount is owed from Tripode or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any pool participant that exist under state or common law.

58. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each FMIF pool participant 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 Tripode to ensure continued compliance with any provision of this Consent Order and to hold Tripode 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 Tripode'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. Tripode shall pay a civil monetary penalty in the amount of \$170,716.01 ("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 (2012).

61. Tripode 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
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, Tripode shall contact Nikki Gibson or her successor at the address above to receive payment instructions and shall fully comply with those

instructions. Tripode shall accompany payment of the CMP Obligation with a cover letter that identifies Tripode and the name and docket number of this proceeding. Tripode 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: Acceptance by the Commission or the Monitor of partial payment of Tripode'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.

D. Cooperation

63. Tripode shall cooperate fully and expeditiously with the Commission, including the Commission'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

64. 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:

Rick Glaser, Deputy Director
Division of Enforcement
U.S. Commodity Futures Trading Commission
1155 21st Street, NW,
Washington, D.C. 20581
Telephone: (202) 418-5000
Facsimile: (202) 418-5531
rglaser@cftc.gov

Notice to Tripode:

Charles D. Franken Esquire
600 South Pine Island Road Suite 203
Plantation FL 33324
Tel 954 476 7200
Fax 954 424 0297
CharlesFranken29@gmail.com

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

65. Asset Freeze: On September 30, 2014, the Court entered an asset freeze order [D.E. #7] prohibiting the transfer, removal, dissipation and disposal of Tripode's assets ("Asset Freeze Order"). Subject to Paragraph 52 of this Consent Order, the court hereby lifts the Asset Freeze Order with respect to Tripode.

66. Change of Address/Phone: Until such time as Tripode satisfies in full his Restitution Obligation and CMP Obligation as set forth in this Consent Order, Tripode 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.

67. 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.

68. 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.

69. Waiver: The failure of any party to this Consent Order or of any FMIF 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.

70. 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 Tripode to modify or for relief from the terms of this Consent Order.

71. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Tripode, 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 Tripode.

72. 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.

73. Contempt: Tripode 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 forthwith and without further notice.

Upon entry of this Consent Order, the Clerk shall CLOSE this case and DENY AS MOOT any pending motions.

IT IS SO ORDERED on this 29 day of January, 2016.


WILLIAM P. DIMITROULEAS
UNITED STATES DISTRICT JUDGE

CONSENTED TO AND APPROVED BY:

DEFENDANT

PLAINTIFF U.S. COMMODITY FUTURES
TRADING COMMISSION

/s/ with consent Robert Tripode

Robert Tripode

Date: January 28, 2016

Approved as to form:

/s/ with consent Charles D. Franken

Charles D. Franken Esquire
600 South Pine Island Road Suite 203
Plantation FL 33324
Tel 954 476 7200
Fax 954 424 0297
CharlesFranken29@gmail.com

Attorney for Defendant Robert Tripode

Date: January 28, 2016

/s/ Kim G. Bruno

Kim G. Bruno (DC Bar No. 389899)
kbruno@cftc.gov
Daniel C. Jordan (VA Bar No. 36382)
djordan@cftc.gov
Laura Brookover (DC Bar No. 1007639)
lbroomover@cftc.gov
Raagnee Beri (IL Bar No. 6282513)
rberi@cftc.gov
Division of Enforcement
1155 21st Street, NW,
Washington, D.C. 20581
Telephone: (202) 418-5000
Fax: (202) 418-5124

Attorneys for Plaintiff

Date: January 28, 2016