

ORIGINAL

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UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

U.S. COMMODITY FUTURES	)	
TRADING COMMISSION,	)	10-CV-00144-SOM-LEK
	)	
Plaintiff,	)	CONSENT ORDER OF
	)	PERMANENT INJUNCTION AND
v.	)	OTHER EQUITABLE RELIEF
	)	AGAINST DEFENDANT
PATRICK RAKOTONANAHARY,	)	RAKOTONANAHARY
and CYBER MARKET GROUP, LLC,	)	
	)	
Defendants.	)	

I. INTRODUCTION

On March 15, 2010, Plaintiff U.S. Commodity Futures Trading Commission ("Commission" or "CFTC") filed the Complaint in this action against defendants Patrick Rakotonanahary ("Rakotonanahary") and Cyber Market Group, LLC

(“Cyber”) (collectively “Defendants”) seeking injunctive and other equitable relief for violations of the Commodity Exchange Act (“Act”), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (“CRA”)), §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008), to be codified at 7 U.S.C. §§ 1 *et seq.* The Court entered a Consent Order of Preliminary Injunction Against Defendant Patrick Rakotonanahary on June 1, 2010.

## II. CONSENTS AND AGREEMENTS

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

1. Consents to the entry of this Consent Order of Permanent Injunction and Other Equitable Relief (“Consent Order”);
2. Agrees that Rakotonanahary has read this Consent Order and affirms that Rakotonanahary has agreed to this Consent Order voluntarily, and that no threat, or promise, other than as specifically contained herein, 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, 7 U.S.C. § 13a-1 (2006), and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2);

5. Admits that venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006) because Rakotonanahary transacted business in this District and certain of the transactions, acts, practices, and courses of business alleged in the Complaint occurred in this District;

6. 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 Commission Regulations (“Regulation(s)”), 17 C.F.R. §§ 148.1-30 (2010), 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, 857-68 (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 proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and

d) any and all rights of appeal from this action;

7. Consents to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this Consent Order and for any other purposes relevant to this case, even if Rakotonanahary now or in the future resides outside the jurisdiction;

8. Agrees that neither Rakotonanahary 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 findings or conclusions in this Consent Order, or creating, or tending to create, the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect Rakotonanahary's: a) testimonial obligations, or b) right to take legal positions in other proceedings to which the Commission is not a party. Rakotonanahary shall undertake all steps necessary to assure that his agents and/or employees under his authority or control understand and comply with this Agreement;

9. 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. However, Rakotonanahary agrees and intends that all of the allegations contained in the Complaint and all of the findings and conclusions made by this Court and contained in Part III of 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, or on behalf of, or against either of the Defendants; (b) a proceeding to enforce the terms of this Consent Order; and/or (c) any proceeding pursuant to Section 8a of the Act, 7 U.S.C. § 12a(1), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 *et seq.*;

10. Agrees to provide immediate notice to this Court and the CFTC by certified mail, in the manner required by paragraph 68 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against him; and

11. 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 Rakotonanahary in any other proceeding.

### III. FINDINGS AND CONCLUSIONS

12. 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 findings of fact, conclusions of law and a permanent injunction and other equitable relief pursuant to Section 6c of the Act, 7

U.S.C. § 13a-1 (2006), as set forth herein, and Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2).

**A. Jurisdiction and Venue**

13. The Court has jurisdiction pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1 (2006), 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 the Act or any rule, regulation, or order thereunder.

14. The Court also has jurisdiction over the off-exchange foreign currency contract (“forex”) transactions at issue in this case that occurred after June 18, 2008, pursuant to Section 2(c)(2) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2), for conduct that occurred after June 18, 2008, which grants the Commission jurisdiction over agreements, contracts, and transactions in forex.

15. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because Rakotonanahary transacted business, among other places, in this District, and certain of the transactions, acts, practices, and courses of business in violation of the Act have occurred, among other places, within this District.

16. This Court has personal jurisdiction over Rakotonanahary, who has acknowledged service of summons and the Complaint and consented to this Court's jurisdiction.

**B. Parties to this Consent Order**

17. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with responsibility for administering and enforcing the provisions of the Act, as amended, to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2010).

18. Defendant **Patrick Rakotonanahary** is an individual who, during the Relevant Period, maintained an address in Punta Gorda, Florida. Currently, Rakotonanahary is in the custody of the Federal Bureau of Prisons. Rakotonanahary is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment bank holding company, and is not an associated person of such entities. Rakotonanahary has never been registered with the Commission in any capacity and is not a member of a futures association registered under the Act.

**C. Findings of Fact**

19. Since at least June 18, 2008 through March 2010 (“Relevant Period”), Rakotonanahary, directly and through his officers, employees and agents, solicited members of the general public for the purported purpose of such members of the general public trading off-exchange forex.

20. Rakotonanahary, directly and through others, solicited individuals in Hawaii and other locations through direct solicitations, word-of-mouth, and a written solicitation.

21. Rakotonanahary is Cyber’s President and Chief Executive Officer. Rakotonanahary solicited a number of clients directly and through others, executed agreements with clients in the name of Cyber, communicated with Cyber clients concerning their investments and redemptions requests, and controlled Cyber’s bank account.

22. In meetings with prospective clients both in Hawaii and elsewhere, Rakotonanahary and others offered a “Promissory Program” in which Cyber clients would loan funds to Cyber and that those funds would be used to trade forex.

23. Cyber clients executed “loan agreements” with Rakotonanahary and Rakotonanahary signed the agreements on behalf of Cyber.

24. Among other things, Rakotonanahary knowingly made the following misrepresentations of material facts while soliciting members of the general public:

- Promising weekly and/or monthly returns of from 4 to 10% knowing that he lacked the funds to make these payments and to repay principal;
- Representing to Cyber clients that these returns were based on Cyber's profitable forex trading when, in fact, Rakotonanahary used other Cyber clients' funds to make these payments; and
- Claiming that Cyber had never lost any capital except for "one [period] seven years ago when developing our current system," when, in fact, Cyber's forex trading resulted in losses over the life of Cyber's trading accounts.

25. For example, Rakotonanahary told at least one prospective client that he had developed a forex trading system that had never lost money and that he was able to produce between 6 and 10% weekly returns for Cyber clients using his proprietary system. This statement was false.

26. Among other things, Rakotonanahary also failed to disclose to prospective and existing Cyber clients:

- That he lacked sufficient funds to pay clients 4 to 10%;

- That the “interest payments” provided by Cyber to clients came from Cyber clients’ investments and not from Cyber’s forex trading;
- The risks of trading forex; and
- Cyber’s forex trading losses.

27. Rakotonanahary has admitted that his representations to Cyber clients regarding his forex trading program were knowingly false.

28. In or about August 2008, Rakotonanahary ceased making purported “interest payments” to a number of Cyber clients that had invested with Cyber up to that point; thereafter, Rakotonanahary made purported partial repayments of principal to some Cyber clients, but not others.

29. From August 2008 to March 2010, Rakotonanahary continued to solicit funds from members of the general public for the purpose of forex trading by such members of the general public.

30. Most Cyber clients have not been repaid their total principal investments despite repeated demands to Rakotonanahary to do so and Rakotonanahary’s promise to repay to such clients their total principal.

31. Rakotonanahary sent Cyber clients a letter dated November 26, 2008 and an attachment in which Rakotonanahary represented that Cyber’s forex margin account contained Cyber client funds totaling in excess of \$8 million dollars.

32. This statement was false because, as of November 26, 2008, Defendants' bank and forex trading accounts had a total balance of approximately \$60,000.

33. Cyber clients relied upon the misrepresentations and omissions described herein in deciding to invest, reinvest and remain invested with Rakotonanahary.

34. Rakotonanahary opened two checking accounts in the name of Cyber for which Rakotonanahary and two Cyber employees had signatory authority.

35. Between December 2007 and March 2010, millions of dollars in Cyber client funds have been wired into one of Cyber's two bank accounts.

36. Rakotonanahary wired all "interest payments" to Cyber clients from that same Cyber bank account.

37. As of February 12, 2010, no funds remained in either of Cyber's bank accounts.

38. Rakotonanahary opened multiple forex trading accounts in the name of Cyber at a futures commission merchant ("FCM") registered with the Commission.

39. Cyber's opening account documents at the FCM state that the forex transactions are leveraged and margined.

40. Between January 2008 and March 2010, a total of approximately \$1,864,000 was transferred from Cyber's bank account into Cyber's forex trading accounts.

41. Funds deposited into Cyber's forex trading accounts came from funds deposited by Cyber clients into Cyber's bank account.

42. Of those funds, approximately \$814,806 was lost trading forex and approximately \$1,049,193 was transferred back to Cyber's bank account.

43. Cyber's trading accounts traded various currency pairs, including Euro/U.S. dollar, U.S. dollar/Japanese yen, and U.S. dollar/Canadian dollar.

44. Rakotonanahary, Cyber and the FCM are not financial institutions, registered broker dealers, insurance companies, financial holding companies or investment bank holding companies, and are not associated persons of such entities.

45. Cyber's forex trading accounts were closed in or about October 2009 and no funds remain in those accounts.

46. Rakotonanahary traded Cyber's forex trading accounts for or on behalf of Cyber's clients from January 2008 to October 2009 with the exception of February 2009, when there was no forex trading activity.

47. Rakotonanahary traded forex on a margined or leveraged basis in Cyber's forex trading accounts.

48. The forex transactions conducted by Rakotonanahary in Cyber's forex trading accounts neither resulted in delivery within two days nor created an enforceable obligation to deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these forex contracts were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

49. Rakotonanahary misappropriated Cyber client funds by using Cyber client funds to pay earlier clients' purported "interest payments," which is characteristic of a Ponzi scheme, and by using Cyber client funds for personal expenses and items without clients' authorization to do so.

50. Cyber Market Group, LLC is a Florida limited liability company, formed in January 2005 and actively registered to do business in Florida. During the Relevant Period, Cyber operated out of Punta Gorda, Florida and its principal, Rakotonanahary, solicited clients in Hawaii and other places. Cyber has never been registered with the Commission in any capacity and is not a member of a futures association registered under the Act. Cyber is not an "eligible contract participant" and at least some, if not all, of Cyber's clients are not "eligible contract participants," as that term is defined in the Act. *See* Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12)(A)(xi) (2006) .

51. By virtue of his actions, Rakotonanahary has engaged in acts and practices in violation of the anti-fraud provisions of Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA.

**D. Conclusions of Law**

52. Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A)-(C), makes it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), 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 – (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 in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

53. Section 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, applies to Defendants' forex transactions, agreements or contracts pursuant to Section 2(c)(2)(C)(iv) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 2(c)(2)(C)(iv).

54. By the conduct described herein, Rakotonanahary cheated or defrauded or attempted to cheat or defraud other persons and willfully deceived or

attempted to deceive other persons in connection with offering of, or entering into the margined or leveraged foreign currency transactions alleged herein, for or on behalf of such persons, by fraudulently soliciting prospective and existing clients, by making material misrepresentations and omissions, including but not limited to, promising weekly and/or monthly returns of from 4 to 10%, knowing that he lacked the funds to make these payments, falsely representing to clients that these returns were based on profitable forex trading, failing to inform clients that their returns were paid from the client's own funds and/or the funds deposited by other clients, falsely claiming that he and Cyber had not lost money trading forex in seven years, and failing to adequately disclose the risks of trading forex, all in violation of Section 4b(a)(2)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(A) and (C).

55. As set forth above, in or in connection with margined or leveraged foreign currency contracts, transactions or agreements made or to be made, for or on behalf of other persons, Rakotonanahary willfully made or caused to be made false reports or statements to clients or prospective clients by, among other things, knowingly providing clients fraudulent statements that misrepresented the balance of clients' funds, in violation of Section 4b(a)(2)(B) of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(2)(B).

56. Rakotonanahary engaged in the acts and practices described above knowingly, willfully and/or with reckless disregard for the truth.

#### IV. PERMANENT INJUNCTION

##### IT IS HEREBY ORDERED THAT:

57. Rakotonanahary is permanently restrained, enjoined and prohibited from, directly or indirectly, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, 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 – (A) cheating or defrauding or attempting to cheat or defraud the other person; (B) willfully to making or causing to be made to the other person and false report or statement or willfully entering or causing to be entered for the other person any false record or (C) willfully deceiving or attempting to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, with the other person in violation of Section 4b(a)(2)(A), (B) and (C) of the Act, as amended by the CRA and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, 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), to be codified at 7 U.S.C. § 6b(a)(2)(A), (B) and (C).

58. Rakotonanahary is further 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 of the Act, as amended, to be codified at 7 U.S.C. § 1a;
- b) applying for registration or claiming an exemption from registration with the Commission in any capacity, and from 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) (2010);
- c) acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent, officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, to be codified at 7 U.S.C. § 1a) registered, required to be registered, or exempted from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010);
- d) entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 32.1(b)(1)) (“commodity options”), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) (“forex contracts”) for his own personal account or for any account in which he has a direct or indirect interest;
- e) having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on his behalf;
- f) 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, and/or forex contracts; and/or

- g) soliciting, receiving, or accepting any funds from any person for purposes of purchasing or selling any commodity futures, options on commodity futures, commodity options, and/or forex contracts.

59. Rakotonanahary is further permanently restrained, enjoined and prohibited from filing a petition in bankruptcy without providing the Commission with prompt notice by Certified Mail of such filing, as required by Part VI, Paragraph 68 of this Consent Order.

60. The injunctive provisions of this Consent Order shall be binding upon Rakotonanahary, upon any person who acts in the capacity of officer, agent, employee, attorney, successor and/or assign of Rakotonanahary and upon any person who receives actual notice of this Consent Order, by personal service or otherwise, insofar as he or she is acting in active concert or participation with Rakotonanahary.

#### **V. CIVIL MONETARY PENALTY**

61. Rakotonanahary shall pay to the Commission a civil monetary penalty ("CMP") in the amount of \$500,000 plus post-judgment interest.

62. Rakotonanahary shall pay his CMP 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, 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: Marie Bateman – AMZ-300  
DOT/FAA/MMAC  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: (405) 954-6569

If payment is to be made by electronic funds transfer, Rakotonanahary shall contact Marie Bateman or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Rakotonanahary shall accompany payment of his CMP with a cover letter that identifies Rakotonanahary and the name and docket number of this proceeding. Rakotonanahary shall simultaneously transmit copies of the cover letter and the form of payment to: (a) the Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1151 21st Street, NW, Washington, DC 20581; and (b) the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

63. Rakotonanahary shall pay his CMP obligation after full satisfaction of his Criminal Restitution Obligation in the case titled *United States v. Rakotonanahary*, Docket No. CR-10-00087-JMS, in the United States District Court for the District of Hawaii.

64. Post-judgment interest on Rakotonanahary's CMP obligation shall accrue 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 entry of this Consent Order pursuant to 28 U.S.C. § 1961.

65. Any acceptance by the Commission of partial payment from Rakotonanahary of his CMP obligation shall not be deemed a waiver of Rakotonanahary's obligation to make further payments pursuant to this Consent Order, or a waiver of the Commission's right to seek to compel payment from Rakotonanahary of any remaining balance.

66. Rakotonanahary shall cooperate fully with the Commission and any other federal or state government agency seeking to enforce the civil monetary penalty provisions of this Consent Order by providing any requested information relating to his financial status including, but not limited to, income and earnings, assets, financial statements, asset transfers, tax returns, and assets held by him in foreign countries.

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

## VI. MISCELLANEOUS PROVISIONS

68. Notice: All notices required to be given by any provision in this

Order shall be sent certified mail, return receipt requested, as follows:

Notice to Commission:

Division of Enforcement  
Commodity Futures Trading Commission  
140 Broadway, 19<sup>th</sup> Floor  
New York, NY 10005

Notice to Rakotonanahary:

Patrick Rakotonanahary, Register # 34881-018  
FDC Honolulu  
Federal Detention Center  
P.O. Box 30080  
Honolulu, HI 96820

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

69. Change of Address/Phone: In the event that Rakotonanahary changes his telephone number(s) and/or address(es) at any time, he shall provide written notice of the new number(s) and/or address(es) to the Commission within twenty (20) calendar days thereof.

70. Acknowledgment of Service: Upon being served with copies of this Consent Order after entry by this Court, Rakotonanahary shall sign an acknowledgment of such service and serve such acknowledgment on the Commission within seven (7) calendar days.

71. 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.

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

73. Waiver: The failure of any party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such 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 a waiver, or construed as a further or continuing waiver, of such breach or waiver of the breach of any other provision of this Consent Order.

74. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action for the purpose of enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this case, even if Rakotonanahary now or in the future resides outside the jurisdiction.

75. 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 and delivered (by facsimile 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 facsimile shall be deemed for all purposes as constituting good and valid execution and delivery by such party of his or its agreement to this Consent Order.

CONSENTED TO AND APPROVED BY:

  
\_\_\_\_\_  
Patrick Rakotonanahary

Dated: 4/19/11

  
\_\_\_\_\_  
Elizabeth C. Brennan

Steven Ringer  
Attorneys for Plaintiff  
Commodity Futures Trading  
Commission

Dated: 6/28/2011

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Derrick.watson@usdoj.gov

**IT IS SO ORDERED.**

Date: 7/1/2011

  
\_\_\_\_\_  
HONORABLE SUSAN OKI MOLLWAY  
Chief United States District Judge