

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES COMMODITY
FUTURES TRADING COMMISSION,

Plaintiff,

v.

Case No. 3:15-cv-354-J-39MCR

WESLEY ALLEN BROWN, EDWARD
RUBIN, and MAVERICK
INTERNATIONAL, INC,

Defendants.

ORDER

THIS CAUSE is before the Court on Plaintiff's Motion for Order Imposing Restitution and Civil Monetary Penalties Against Defendants, filed on June 15, 2017. (Doc. 71; Motion).¹ On February 26, 2018, Plaintiff filed a Joint Motion to Enter Supplemental Consent Order of Restitution and Civil Monetary Penalties Against Defendants Edward Rubin and Maverick International, Inc. (Doc. 85; Joint Motion). The Joint Motion states that the proposed supplement consent order (Doc. 85-1; Supplemental Consent Order) resolves and settles all of Plaintiff's claims against Rubin and Maverick. Id. ¶ 2. Plaintiff's restitution and civil penalty claims against Brown remain outstanding and the Court will consider them in the instant Motion. See id. ¶ 3. Brown has

¹ The Motion is against Defendants Wesley Allen Brown ("Brown"), Edward Rubin ("Rubin"), and Maverick International, Inc. ("Maverick") (collectively "Defendants"). See Motion at 1.

not filed a response in opposition to the Motion and as a result the Court treats the Motion as unopposed.²

I. Standard of Review

Under Rule 56 of the Federal Rules of Civil Procedure, “[t]he court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). The record to be considered on a motion for summary judgment may include “depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials.” Fed. R. Civ. P. 56(c)(1)(A). An issue is genuine when the evidence is such that a reasonable jury could return a verdict in favor of the non-movant. See Mize v. Jefferson City Bd. of Educ., 93 F.3d 739, 742 (11th Cir. 1996) (quoting Hairston v. Gainesville Sun Publ’g Co., 9 F.3d 913, 919 (11th Cir. 1993)). “[A] mere

² On August 22, 2017, the Clerk of the Court entered a Summary Judgment Notice advising Defendants, including Brown, that “failing to respond to these motion(s) will indicate that the motion(s) are not opposed.” (Doc. 73 at 2). On the same date, the Court entered an Endorsed Order noting that Defendants have not responded to the Motion and directing that if Defendants have not responded to the Motion by September 5, 2017, the Court will treat the Motion as unopposed. (Doc. 74). On September 1, 2017, Brown’s counsel moved to withdraw. (Doc. 75). The Honorable Monte C. Richardson, United States Magistrate Judge, entered an Order permitting Brown’s counsel to withdraw under the condition that Brown’s counsel certify that Brown has been provided a full and complete copy of the case file (Doc. 78), which counsel did on September 26, 2017. (Doc. 80). In light of Brown representing himself, the Court afforded him another opportunity to respond to the Motion and gave him a deadline to respond on or before October 30, 2017. (Doc. 84; “September 29, 2017 Order” at 2). In the Court’s September 29, 2017 Order, the Court provided guidance on how to obtain instructions for proceeding pro se and instructed Brown that the failure to respond to the Motion will result in the Court treating the Motion as unopposed. Id. As of the date of this Order, Brown has not filed an objection or otherwise responded to the Motion.

scintilla of evidence in support of the non-moving party's position is insufficient to defeat a motion for summary judgment." Kesinger ex rel. Estate of Kesinger v. Herrington, 381 F.3d 1243, 1247 (11th Cir. 2004) (citing Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 252 (1986)).

The party seeking summary judgment bears the initial burden of demonstrating to the Court, by reference to the record, that there are no genuine issues of material fact to be determined at trial. See Clark v. Coats & Clark, Inc., 929 F.2d 604, 608 (11th Cir. 1991). "When a moving party has discharged its burden, the non-moving party must then go beyond the pleadings, and by its own affidavits, or by depositions, answers to interrogatories, and admissions on file, designate specific facts showing that there is a genuine issue for trial." Jeffery v. Sarasota White Sox, Inc., 64 F.3d 590, 593-94 (11th Cir. 1995) (internal citations and quotation marks omitted). Substantive law determines the materiality of facts, and "[o]nly disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment." Anderson, 477 U.S. at 248. In determining whether summary judgment is appropriate, a court "must view all evidence and make all reasonable inferences in favor of the party opposing summary judgment." Haves v. City of Miami, 52 F.3d 918, 921 (11th Cir. 1995) (citing Dibrell Bros. Int'l, S.A. v. Banca Nazionale Del Lavoro, 38 F.3d 1571, 1578 (11th Cir. 1994)).

II. Background

On March 30, 2015, Plaintiff United States Commodity Futures Trading Commission ("Plaintiff" or the "Commission"), filed a Complaint for Injunctive Relief, Civil Monetary Penalty, and Other Equitable Relief against Defendants Brown, Rubin, and

Maverick, for violations of the Commodity Exchange Act ("CEA" or the "Act"), 7 U.S.C. §§ 1 et seq. (2012) and the Regulations promulgated thereunder. (Doc. 3; Complaint). On April 18, 2015, the Court entered a Consent Order of Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Brown, Rubin, and Maverick. (Doc. 59; Consent Order). The Consent Order found that Defendants violated the Act and Regulations. See id. ¶¶ 55-64. The Order enjoined Defendants from trading commodity interests for themselves or third parties, from acting in any capacity that requires registration with the Commission, and ordered Defendants to pay restitution and civil monetary penalties in amounts to be determined at a later date through an agreement between the parties or Court order. See id. ¶¶ 65-70. Plaintiff has reached an agreement with Defendants Rubin and Maverick, see Joint Motion, but has not reached an agreement with Brown, see Motion at 2-3; see also Joint Motion ¶ 3 (providing that the claims for restitution and civil penalties against Brown remain outstanding). The Court will therefore consider the Motion as it pertains to Brown.

III. Discussion

In the Motion, Plaintiff requests that the Court enter an order requiring Brown to pay restitution and a civil monetary penalty. Motion at 10 (citing Section 6c(d)(1) and (3) of the Act, 7 U.S.C. § 13a-1(d)(1), (3) (2012)). In support, Plaintiff argues that the Court in its Consent Order already found that Brown violated the Act and Regulations and ordered Brown to pay restitution and civil monetary penalties. See id.; see also Consent Order ¶¶ 67-70 ("Defendants shall pay restitution . . . [and] a civil monetary penalty . . .").

“Upon finding a violation of the Act, a district court has broad discretion in determining equitable remedies to be imposed.” U.S. Commodity Futures Trading Comm'n v. Trader's Int'l Return Network, No. 6:09-CV-1743-ORL-36, 2013 WL 757770, at *2 (M.D. Fla. Jan. 22, 2013) (citing U.S. Commodity Futures Trading Comm'n v. Capital Blu Mgmt., LLC, No. 6:09-CV-508-ORL-28, 2011 WL 2357629, at *3 (M.D. Fla. June 9, 2011); Commodity Futures Trading Comm'n v. Wilshire Inv. Mgmt. Corp., 531 F.3d 1339, 1344 (11th Cir. 2008)). The Act authorizes the Court to impose injunctive relief, restitution, and civil monetary damages. Id. (citing 7 U.S.C. § 13a-1(d)(1));³ Wilshire, 531 F.3d at 1344).

a. Restitution

“The statutory authority to issue an injunction pursuant to 7 U.S.C. § 13a-1 carries with it the full range of equitable remedies, including the power to order parties to pay restitution.” Id. (citing Wilshire, 531 F.3d at 1345). In Wilshire, the Eleventh Circuit Court of Appeals held that “[t]he equitable remedy of restitution does not take into consideration the plaintiff's losses, but only focuses on the defendant's unjust enrichment.” Wilshire,

³ Section 13a-1(d)(1) provides that

In any action brought under this section, the Commission may seek and the court shall have jurisdiction to impose, on a proper showing, on any person found in the action to have committed any violation--

(A) a civil penalty in the amount of not more than the greater of \$100,000 or triple the monetary gain to the person for each violation; or

(B) in any case of manipulation or attempted manipulation in violation of section 9, 15, 13b, or 13(a)(2) of this title, a civil penalty in the amount of not more than the greater of \$1,000,000 or triple the monetary gain to the person for each violation.

531 F.3d at 1345 (citing Waldrop v. S. Co. Servs., 24 F.3d 152, 158 (11th Cir. 1994)). Under the Wilshire analysis, “[t]he proper measurement [of restitution] is the amount that [Defendants] wrongfully gained.” U.S. Commodity Futures Trading Comm'n v. Machado, No. 11-22275-CIV, 2012 WL 2994396, at *9 (S.D. Fla. Apr. 20, 2012) (quoting Wilshire, 531 F.3d at 1345)). The amount of restitution under Wilshire “is calculated with straightforward arithmetic, i.e. the amount taken less the amount returned . . . and the amount lost in trading” U.S. Commodity Futures Trading Comm'n v. Gutterman, No. 12-21047-CIV, 2012 WL 2413082, at *9 (S.D. Fla. June 26, 2012) (citing Wilshire, 531 F.3d at 1345).

After Wilshire, “Section 6c of the Act was amended, and now explicitly authorizes the [] [Commission] to seek restitution to persons who have sustained losses proximately caused by such violation (in the amount of such losses).” Trader's Int'l Return Network, 2013 WL at *2 n.3 (internal citation and quotations omitted); see also Dodd–Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”), PL 111-203, July 21, 2010, 124 Stat 1376 (effective July 16, 2011). Section 13a-1(d)(3) explicitly provides that

In any action brought under this section, the Commission may seek, and the court may impose, on a proper showing, on any person found in the action to have committed any violation, equitable remedies including—

(A) restitution to persons who have sustained losses proximately caused by such violation (in the amount of such losses); and

(B) disgorgement of gains received in connection with such violation.

7 U.S.C. § 13a-1(d)(3). In the years since the enactment of Dodd-Frank, multiple courts in the Eleventh Circuit and other circuits have recognized the expanded definition imposed by Dodd-Frank. See e.g., U.S. Commodity Futures Trading Comm'n v. S. Tr. Metals, Inc., No. 14-22739-CIV, 2017 WL 2875427, at *7 (S.D. Fla. May 15, 2017), report

and recommendation adopted, No. 14-22739-CIV, 2017 WL 3835692 (S.D. Fla. Sept. 1, 2017) (“the most recent amendments to the CEA expressly extended the scope of equitable restitution, in response to limitations imposed on restitutionary remedies in earlier decisions.”); U.S. Commodity Futures Trading Comm'n v. Stroud, No. 3:12-CV-00203, 2016 WL 9774506, at *6 (M.D. Ala. Mar. 1, 2016) (“find[ing] that the appropriate measure of restitution . . . is to apply the pre-Dodd Frank calculation to funds solicited prior to the effective date of the amendment and to apply the post-Dodd Frank calculation to funds solicited following the effective date of the enactment.”); Trader's Int'l Return Network, 2013 WL at *2 n.3 (recognizing that Dodd-Frank expanded the scope of restitution); U.S. Commodity Futures Trading Comm'n v. Smithers, No. 9:12-CV-81165-KAM, 2013 WL 4851684, at *10-11 (S.D. Fla. July 31, 2013) (applying the Wilshire calculation, using the defendant’s unjust enrichment, to the pre-Dodd-Frank solicitations, and applying the Dodd-Frank calculations, using amount of customer losses, to the solicitations subsequent to the effective date of Dodd-Frank); Commodity Futures Trading Comm'n v. Miklovich, 687 F. App'x 449, 453 (6th Cir. 2017) (“the claim that the CEA only authorizes an award of restitution when the defendant was unjustly enriched or possessed identifiable funds subject to a constructive trust or lien is untenable . . . that way would contradict that restitution may be awarded to persons who sustained losses proximately caused by a violation of the CEA ‘in the amount of such losses.’”).

In the Motion, Plaintiff states that the appropriate amount of restitution is \$2,268,844.70, which “constitutes the amount of actual losses sustained by participants as a direct and proximate cause of the Defendants’ violations of the Act and Regulations.” Motion at 11-13. This amount is analyzed in the Declaration of Futures Trading

Investigator, George Malas. (See Doc. 71-1; Malas Declaration at 8). In his Declaration, Mr. Malas “trace[d] the flow of participants’ funds from participants to the various bank and trading accounts” used by Defendants and “identifie[d] how the Defendants used participants’ funds for the Defendants’ personal expenses, and detail[ed] the losses sustained in the Defendants’ personal trading accounts – using participants’ funds.” Motion at 12-13; see also Malas Decl. ¶¶ 5-40. Mr. Malas summarized his findings in the Declaration as follows:

Brown solicited at least \$2,000,000 from at least 31 members of the general public for the purpose of depositing the funds in the Maverick pool to trade in futures contracts, or options on futures contracts. During this time, a total of at least \$2,762,874.05 was deposited into Maverick’s bank accounts held with SunTrust and BBT and Brown’s personal bank accounts held with BOFA and WF. Of the \$2,000,000 solicited for trading, Defendants only deposited \$574,352.88 into futures trading accounts held in a non-pooled account in Maverick’s name, the trading of which was solely controlled by Rubin. Rubin lost money trading twenty-two out of the thirty-eight months he traded in the PFG account for a total loss of \$396,521.43 and lost money trading five out of the 11 months he traded in the ADMIS account for a total loss of \$11,367.22. Of the \$2,000,000 solicited for trading, Brown and Rubin deposited \$485,604.35 into their personal precious metals accounts held with BD. A total of \$203,666.67 was returned to pool participants, in the nature of a “Ponzi” scheme. Defendants spent at least \$2,268,844.70 of pool participant money on personal expenses during the relevant period.

Malas Decl. ¶ 41. Plaintiff also argues, without evidentiary support, that the proposed amount is supported by Brown’s invocation of his Fifth Amendment right to remain silent during his deposition. See Motion at 13-14 (citing Baxter v. Palmigiano, 425 U.S. 308, 317-18 (1976); Eagle Hosp. Physicians, LLC v. SRG Consulting, Inc., 561 F.3d 1298, 1304 (11th Cir. 2009)).

The “relevant period” in this action was from June 18, 2008 through October 2013. Id. at 3; see also Consent Order ¶ 21; Compl. ¶ 1. Dodd-Frank became effective on July 16, 2011. See generally Dodd-Frank; see also U.S. Commodity Futures Trading Comm’n

v. Hunter Wise Commodities, LLC, 749 F.3d 967, 970 (11th Cir. 2014) (recognizing that Dodd-Frank became effective on July 16, 2011). Plaintiff fails to address whether its proposed amount of restitution includes pre-Dodd-Frank calculations, post-Dodd-Frank calculations, or a combination of the two calculations in light of the relevant period. Instead, Plaintiff concludes that the proposed amount is “the amount of actual losses sustained by participants.” Motion at 13; but see Malas Decl. ¶ 41 (“Defendants spent at least \$2,268,844.70 of pool participant money on personal expenses.”).

Upon the Court’s independent review of the evidence, the Court finds that Plaintiff’s proposed amount is improper. Construing the evidence in the light most favorable to Brown, as the Court must, the Court finds that \$2,151,318.73 is an appropriate restitution amount. Weighing the evidence in favor of Brown, the Court reaches this amount by calculating Defendants’ unjust enrichment under Wilshire, rather than the participants’ losses under Dodd-Frank or a combination of the two calculations. The amount is calculated as follows: \$2,762,874.05 (the amount that Defendants deposited), less \$396,521.43 (the amount that Rubin lost in trading twenty-two out of the thirty-eight months that he traded in the PFG account), less \$11,367.22 (the amount that Rubin lost in trading five out of the eleven months that he traded in the ADMIS account), less \$203,666.67 (the amount that Defendants returned to pool participants). See Malas Decl. ¶ 41; see also Gutterman, 2012 WL at *9 (calculating unjust enrichment by using “the amount taken less the amount returned . . . and the amount lost in trading”) (citing Wilshire, 531 F.3d at 1345).

In light of the Malas Declaration and that Brown has not filed any objections, the Court is satisfied that \$2,151,318.73 is an appropriate restitution amount. Even

considering Brown's invocation of his Fifth Amendment rights during his deposition, the Court reaches the same result. The amount of \$2,151,318.73, plus post judgment interest, is due to be entered against Brown.

b. Civil Penalty

Under the Act, the Court has "jurisdiction to order a civil penalty of not more than the higher of \$130,000 for each violation of the Act between October 22, 2004 and October 22, 2008, not more than the higher of \$140,000 for each violation of the Act after October 22, 2008, or triple the monetary gain to the defendant." Trader's Int'l Return Network, 2013 WL at *3 (citing 7 U.S.C. § 13a-1(d)(1), 17 C.F.R. § 143.8 (2012) (adjusting for inflation)). In determining civil penalties under the Act, the Court "considers the general seriousness of the violation as well as particular mitigating or aggravating circumstances." Id. (citing Wilshire, 531 F.3d at 1346). "[T]he Eleventh Circuit has approved securities penalties far in excess of a violator's ability to pay." Id. (citing S.E.C. v. Warren, 534 F.3d 1368, 1370 (11th Cir. 2008)).

Plaintiff argues that the Court should impose a civil monetary penalty, to be paid jointly and severally, in the amount of "\$6,806,534.10, representing three times the ill-gotten gains of the Defendants." Motion at 16. In support, Plaintiff contends that Defendants' violations of the Act "represent the most serious violations possible, attacking the very core of market integrity and investor confidence in the futures markets." Id. at 15; see also Consent Order ¶¶ 16-54 (providing the factual details surrounding Defendants' violations of the Act). Plaintiff provides that several aggravating factors weigh in favor of civil penalties. Id. at 15-16. Specifically, Plaintiff argues that "Defendants intentionally created and implemented a multi-year fraudulent scheme directed at some of the most

vulnerable members of society: elderly and retired citizens” and took advantage of these unsophisticated participants. Id. at 15; see also Consent Order ¶¶ 21-54 (detailing Defendants’ scheme to defraud). Additionally, Plaintiff provides that Defendants engaged in “intentional targeting of elderly church members at a church in Flagler Beach, Florida where Brown acted as an associate pastor” and that through Brown’s position, the church members inherently trusted Brown. See id. at 15-16; see also Consent Order ¶¶ 24-44 (detailing Brown’s role as a pastor at a church in Flagler Beach, Florida, and how that role helped facilitate Defendants’ scheme).

In light of the Court’s finding that \$2,151,318.73 is an appropriate restitution amount, Plaintiff’s requested civil penalty in the amount of \$6,806,534.10 is improper. The proper amount is three-times the amount of Defendants’ gains of \$2,151,318.73, which equates to \$6,453,956.19. Upon consideration of Brown’s trusted position as a pastor, the defrauding of elderly church members, and that the penalty is within statutory limits, the Court finds the amount to be appropriate. This amount, plus post judgment interest, is due to be entered against Brown.

IV. Conclusion

In light of the foregoing and because no genuine issue of material fact exists, \$2,151,318.73 in restitution and \$6,453,956.19 as a civil monetary penalty are due to be entered against Brown.

Accordingly, after due consideration, it is

ORDERED:

1. Plaintiff’s Motion for Order Imposing Restitution and Civil Monetary Penalties Against Defendants (Doc. 71) is **GRANTED as follows:**

a. Restitution

i. Defendant Wesley Allen Brown is **ORDERED** to pay restitution in the amount of two million, one hundred fifty-one thousand, three hundred eighteen dollars, and seventy-three cents (\$2,151,318.73), plus post-judgment interest ("Restitution Obligation"). Of the \$2,151,318.73, Defendant Maverick shall be jointly and severally liable for \$2,065,178.00; further of the \$2,065,178.00, Defendant Rubin shall be jointly and severally liable for \$500,000.00.⁴ Post-judgment interest shall accrue on Defendant Brown's Restitution Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961.

ii. For amounts repaid by Defendant Rubin and Defendant Maverick, Defendant Brown shall receive a dollar-for-dollar credit against Defendant Brown's Restitution Obligation. For amounts repaid by Defendant Brown, Defendant Rubin and Defendant Maverick shall receive a dollar-for-dollar credit against the judgment entered against them. Within ten (10) days of disbursement to Defendant Rubin's and Defendant Maverick's pool participants, Brown shall, under a cover letter that identifies the name and docket number of this proceeding, transmit to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581, and the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, copies of the form of payment to those pool participants.

⁴ The amount for which Defendants Brown, Maverick, and Rubin are jointly and severally liable are not meant to create new liability apart from the Supplemental Consent Order, but rather to clarify that portion for which Defendants are jointly and severally liable.

iii. To effect payment of the Restitution Obligation, and the distribution of any restitution payments to Defendant Brown's pool participants, the Court appoints that National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall receive restitution payments from Defendant Brown 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.

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

v. 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 Brown's pool participants identified by the Commission or may defer distribution until such time as the Monitor seems 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 payment

as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instruction for civil monetary penalty payments set forth below.

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

b. Civil Monetary Penalty

i. Defendant Brown is **ORDERED** to pay a civil monetary penalty, including post-judgment interest, in the amount of six million, four hundred fifty-three thousand, nine hundred fifty-six dollars, and nineteen cents (\$6,453,956.19) ("CMP"). Of the \$6,453,956.19, Defendant Maverick shall be jointly and severally liable for the entire amount; further, Defendant Rubin shall be jointly and severally liable for \$140,000.00.⁵ Post-judgment interest shall accrue on Defendant Brown's CMP beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961.

ii. For amounts repaid by Defendant Rubin and Defendant Maverick, Defendant Brown shall receive a dollar-for-dollar credit against Defendant

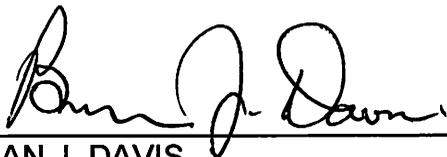
⁵ As with the amounts entered for restitution, the amount for which Defendants Brown, Maverick, and Rubin are jointly and severally liable are not meant to create new liability apart from the Supplemental Consent Order, but rather to clarify that portion for which Defendants are jointly and severally liable.

Brown's CMP. For amounts repaid by Defendant Brown, Defendant Rubin and Defendant Maverick shall receive a dollar-for-dollar credit against the judgment entered against them.

iii. Defendant Brown shall pay the 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, than it should be made payable to the CFTC and sent to this address: Commodity Futures Trading Commission Division of Enforcement, ATTN: Accounts Receivable—AMZ 340, Email Box: 9—AMC—AMZ—AR—CFTC, DOT/FAA/MMAC, 6500 S. MacArthur Blvd., Oklahoma City, OK 73169, Telephone (405) 954—5644, Email nikki.gibson@faa.gov. If payment is made by electronic funds transfer, Defendant Brown shall contact Nikki Gibson or her successor at the above address to receive payment instructions and shall fully comply with those instructions. Defendant Brown shall submit the CMP with a cover letter identifying the paying defendant and the name and docket number of this proceeding. Defendant Brown shall simultaneously transmit copies of the cover letter and the form of payment to: Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

2. The Clerk of the Court is **directed** to enter judgment accordingly, terminate any pending motions and close this file.

DONE and **ORDERED** in Jacksonville, Florida this 12th day of March, 2018.



BRIAN J. DAVIS
United States District Judge

va

Copies furnished to:

Counsel of Record

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