



Citation: 2014 BCSECCOM 389

Settlement Agreement

Alnoor Ramji

Securities Act, RSBC 1996, c. 418

- ¶ 1 The Executive Director of the British Columbia Securities Commission (the Executive Director) and Alnoor Ramji (Ramji) agree as follows:

Agreed Statement of Facts

1. Ramji was at all material times a resident of British Columbia (BC).
2. Clean Power Concepts Inc. (Clean Power) is a Nevada Corporation whose securities were quoted on the Over the Counter Bulletin Board (OTCBB) in the United States. During 2010 and 2011, Clean Power was a BC OTC reporting issuer, under BC Instrument 51-509 *Issuers Quoted in the U.S. Over-the-Counter Markets*.
3. Gibraltar Global Securities (Gibraltar) was a Bahamian broker/dealer that the Commission, in 2012, permanently prohibited from conducting securities related activities in, or connected with, BC (2012 BCSECCOM 194 & 411).

Misconduct

Conduct contrary to the public interest

Ramji concealed his control of 16% of Clean Power's outstanding shares

4. In December 2010, Ramji arranged the transfer of approximately 33.5 million Clean Power shares to five friends and relatives in BC who acted as his nominees (the Nominees).
5. The Nominees were all unsophisticated investors with minimal investment experience and insufficient financial resources to purchase the shares for themselves. They followed Ramji's instructions.
6. On Ramji's instructions, each of the Nominees then:
 - (a) Obtained a trading account at Gibraltar in the name of a Panama or Belize incorporated company provided to them by Gibraltar; and
 - (b) Transferred their shares of Clean Power into those Gibraltar accounts.



7. Ramji also had two accounts at Gibraltar in the names of Panama and Belize companies he controlled, in which he held Clean Power shares.
8. Through his and the Nominees' Gibraltar accounts, Ramji controlled approximately 16% of Clean Power's outstanding shares, and was therefore an *insider* of Clean Power as defined in the *Securities Act*, R.S.B.C. 1996, c.418 (the Act).
9. From December 16 to 30, 2010, a Montreal public relations firm carried out an internet-based promotional campaign on Clean Power (the Promotional Campaign). During the Promotional Campaign, the average daily volume of Clean Power shares traded, and the price of Clean Power shares, increased.
10. Between December 20, 2010 and January 20, 2011, Ramji and the Nominees sold approximately 35.85 million shares of Clean Power on the OTCBB (the Sell-off), generating proceeds of about USD \$8.3 million. Ramji, directly and through the Nominees, instructed Gibraltar to wire the proceeds from the Sell-off to bank accounts in Hong Kong, Switzerland, Belize and Panama, in the names of other persons.
11. Four Belize companies (the Belize Group), not beneficially owned by Ramji or the Nominees, also held Clean Power shares in their accounts at Gibraltar. The Belize Group also disposed of their Clean Power shares at the same time as Ramji and the Nominees, and wired proceeds of their disposition of Clean Power shares to some of the same people.

Aggravating Factors

12. Ramji's conduct described in this Settlement Agreement, including:
 - (a) Using the Nominee's accounts to conceal his identity;
 - (b) Obtaining undisclosed control of 16% of the supply of Clean Power shares;
 - (c) Directing the Nominees to trade during the Promotional Campaign; and
 - (d) Requiring the Nominees to use offshore companies and an offshore brokerage to sell the Clean Power shares and to wire the proceeds to offshore banks, further concealing his identity,

harmed the reputation and credibility of the province's securities market and regulatory environment, and is contrary to the public interest.



13. Ramji's trading behavior (using Nominees and offshore accounts to trade during a Promotional Campaign) was consistent with a market manipulation; however, Commission staff were unable to determine whether or not it was because of the steps Ramji took to conceal the beneficial ownership of 16% of the Clean Power stock and the distribution of the trading proceeds.
14. Commission staff's investigation was obstructed by Ramji and the Nominees' use of offshore companies, brokerage and banks.

Breach of Section 87(2)(a) of the Act

15. Ramji, as an insider of Clean Power, failed to file a report disclosing his beneficial ownership of, or control or direction over, Clean Power shares, contrary to section 87(2)(a) of the Act.

Public Interest

16. It is in the public interest that the Executive Director issue orders under section 161 of the Act.

Undertaking

17. Ramji undertakes to pay \$85,000 to the British Columbia Securities Commission in respect of settlement of this matter, which sum is due and payable immediately without further demand.

Order

- ¶ 2 The Executive Director will issue an order (the Order) that:
1. Under section 161(1)(b) of the Act, Ramji is permanently cease traded in, and is permanently prohibited from purchasing, any securities or exchange contracts;
 2. Under section 161(1)(d)(i) of the Act, Ramji must resign from any position he may hold as a director and officer of any issuer;
 3. Under section 161(1)(d)(ii) of the Act, Ramji is permanently prohibited from becoming or acting as a director or officer of any issuer or registrant;
 4. Under section 161(1)(d)(iii) of the Act, Ramji is permanently prohibited from becoming or acting as a registrant or promoter;
 5. Under section 161(1)(d)(iv) of the Act, Ramji is permanently prohibited from acting in a management or consultative capacity in connection with activities in the securities market; and



6. Under section 161(1)(d)(v) of the Act, Ramji is permanently prohibited from engaging in investor relations activities.

Consent to Regulatory Orders

¶ 3 Ramji consents to a regulatory Order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the Orders set out in paragraph 2 above.

Waiver

¶ 4 Ramji waives any right he may have, under the Act or otherwise, to a hearing, hearing and review, judicial review or appeal related to, in connection with, or incidental to this settlement.

Counterpart

¶ 5 This Settlement Agreement may be executed in counterpart and delivered by email or by facsimile and all such counterparts of executed copies, emailed or faxed copies shall be read or construed together as if they formed one originally executed document.

¶ 6 October 16, 2014

Alnoor Ramji

¶ 7 _____
Alnoor Ramji

Ron Pelletier)
Witness Signature)
Ron Pelletier)
Witness Name (please print))
Ron Pelletier)
1918 - 1030 Georgia St. W)
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Occupation)

¶ 8 October 16, 2014

Paul Bourque

¶ 9 _____
Paul C. Bourque, Q.C.
Executive Director