

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
LETTER OF ACCEPTANCE, WAIVER, AND CONSENT
NO. 2024083981002**

TO: Department of Enforcement
Financial Industry Regulatory Authority (FINRA)

RE: Christopher A. Matuch (Respondent)
General Securities Representative
CRD No. 3090359

Pursuant to FINRA Rule 9216, Respondent Christopher A. Matuch submits this Letter of Acceptance, Waiver, and Consent (AWC) for the purpose of proposing a settlement of the alleged rule violations described below. This AWC is submitted on the condition that, if accepted, FINRA will not bring any future actions against Respondent alleging violations based on the same factual findings described in this AWC.

I.

ACCEPTANCE AND CONSENT

- A. Respondent accepts and consents to the following findings by FINRA without admitting or denying them:

BACKGROUND

Matuch first registered with FINRA in 1999. Between April 2004 and October 2022, Matuch was registered with FINRA as a General Securities Representative through an association with Cantor Fitzgerald & Co. (CRD No. 134). Since November 2022, Matuch has been registered through an association with another member firm.¹

OVERVIEW

From April 2022 through August 2022, Matuch inaccurately marked the value of six positions in his trading book in 1,034 instances, thereby concealing millions of dollars in unrealized losses from his member firm. For this falsification in violation of FINRA Rule 2010, Matuch is suspended in all capacities for four months and fined \$5,000.

FACTS AND VIOLATIVE CONDUCT

This matter originated from a self-disclosure made by Cantor pursuant to FINRA Rule 4530.

FINRA Rule 2010 requires associated persons to observe high standards of commercial honor and just and equitable principles of trade in the conduct of their business.

¹ For more information about the respondent, visit BrokerCheck® at www.finra.org/brokercheck.

Falsification occurs when a person creates a document or entry in a firm's system that creates a false appearance by including altered or untrue information, which is inconsistent with just and equitable principles of trade and violates FINRA Rule 2010.

During the relevant period, Matuch was a trader on the U.S. Repurchase Agreements Desk (Repo Desk) at Cantor. In that role, Matuch traded repurchase agreements, including forward start reverse repurchase agreements, on behalf of Cantor.² Matuch was responsible for recording in an internal Cantor electronic system the fair market value of, or "marking to market," the positions in his book daily. Cantor used the marks that Matuch entered to value his positions and calculate the overall profit and loss of the Repo Desk.

From March 2022 through May 2022, Matuch entered into six forward start reverse repurchase positions (the positions). The positions had many of the same material terms, including start dates in January 2023 and end dates in June 2023, but different contractual interest rates.³ The value of the positions depended on market expectations for interest rates during the term of the positions.⁴

Beginning in April 2022, Matuch entered marks for the positions that he knew did not reflect market expectations. He mismarked the positions in an effort to make it appear that the positions were more profitable than they actually were. Matuch continued to enter inaccurate marks for the positions through the end of August 2022, at which point he informed his supervisor of the full scope of his mismarking and the resulting unrealized losses on his trading book. Matuch's mismarking of the positions concealed unrealized losses of over \$15 million as of the end of August 2022.

Therefore, Matuch violated FINRA Rule 2010.

B. Respondent also consents to the imposition of the following sanctions:

- a four-month suspension from associating with any FINRA member in all capacities and
- a \$5,000 fine.

Respondent agrees to pay the monetary sanction upon notice that this AWC has been accepted and that such payment is due and payable. Respondent has submitted an

² A reverse repurchase agreement is the purchase of a security with the agreement to sell that security back at a set price on an agreed-upon future date. In a forward start reverse repurchase agreement, both the purchase and sale happen on agreed-upon future dates.

³ The contractual interest rate in a reverse repurchase agreement is measured by the difference in the agreed-upon purchase price and agreed-upon sale price for the collateral.

⁴ When the contractual interest rate in a reverse repurchase agreement is higher than a rate at which the purchaser can borrow money, the purchaser in a reverse repurchase agreement can borrow the money used to purchase the collateral at a rate lower than the contractual interest rate and make money on the spread. Conversely, if the contractual interest rate is lower than the interest rate at which the purchaser can borrow money to purchase the collateral, then the purchaser loses money on the spread.

Election of Payment form showing the method by which he proposes to pay the fine imposed.

Respondent specifically and voluntarily waives any right to claim an inability to pay, now or at any time after the execution of this AWC, the monetary sanction imposed in this matter.

Respondent understands that if he is barred or suspended from associating with any FINRA member, he becomes subject to a statutory disqualification as that term is defined in Article III, Section 4 of FINRA's By-Laws, incorporating Section 3(a)(39) of the Securities Exchange Act of 1934. Accordingly, he may not be associated with any FINRA member in any capacity, including clerical or ministerial functions, during the period of the bar or suspension. *See* FINRA Rules 8310 and 8311.

The sanctions imposed in this AWC shall be effective on a date set by FINRA.

II.

WAIVER OF PROCEDURAL RIGHTS

Respondent specifically and voluntarily waives the following rights granted under FINRA's Code of Procedure:

- A. To have a complaint issued specifying the allegations against him;
- B. To be notified of the complaint and have the opportunity to answer the allegations in writing;
- C. To defend against the allegations in a disciplinary hearing before a hearing panel, to have a written record of the hearing made, and to have a written decision issued; and
- D. To appeal any such decision to the National Adjudicatory Council (NAC) and then to the U.S. Securities and Exchange Commission and a U.S. Court of Appeals.

Further, Respondent specifically and voluntarily waives any right to claim bias or prejudgment of the Chief Legal Officer, the NAC, or any member of the NAC, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

Respondent further specifically and voluntarily waives any right to claim that a person violated the ex parte prohibitions of FINRA Rule 9143 or the separation of functions prohibitions of FINRA Rule 9144, in connection with such person's or body's participation in discussions regarding the terms and conditions of this AWC, or other consideration of this AWC, including its acceptance or rejection.

III.

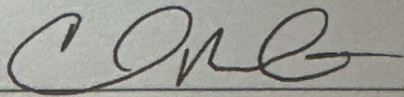
OTHER MATTERS

Respondent understands that:

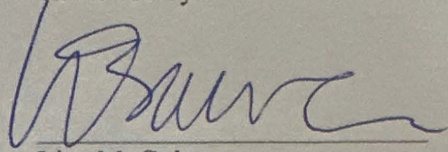
- A. Submission of this AWC is voluntary and will not resolve this matter unless and until it has been reviewed and accepted by the NAC, a Review Subcommittee of the NAC, or the Office of Disciplinary Affairs (ODA), pursuant to FINRA Rule 9216;
- B. If this AWC is not accepted, its submission will not be used as evidence to prove any of the allegations against Respondent; and
- C. If accepted:
 - 1. this AWC will become part of Respondent's permanent disciplinary record and may be considered in any future action brought by FINRA or any other regulator against Respondent;
 - 2. this AWC will be made available through FINRA's public disclosure program in accordance with FINRA Rule 8313;
 - 3. FINRA may make a public announcement concerning this agreement and its subject matter in accordance with FINRA Rule 8313; and
 - 4. Respondent may not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any finding in this AWC or create the impression that the AWC is without factual basis. Respondent may not take any position in any proceeding brought by or on behalf of FINRA, or to which FINRA is a party, that is inconsistent with any part of this AWC. Nothing in this provision affects Respondent's right to take legal or factual positions in litigation or other legal proceedings in which FINRA is not a party. Nothing in this provision affects Respondent's testimonial obligations in any litigation or other legal proceedings.
- D. Respondent may attach a corrective action statement to this AWC that is a statement of demonstrable corrective steps taken to prevent future misconduct. Respondent understands that he may not deny the charges or make any statement that is inconsistent with the AWC in this statement. This statement does not constitute factual or legal findings by FINRA, nor does it reflect the views of FINRA.

Respondent certifies that he has read and understands all of the provisions of this AWC and has been given a full opportunity to ask questions about it; Respondent has agreed to the AWC's provisions voluntarily; and no offer, threat, inducement, or promise of any kind, other than the terms set forth in this AWC and the prospect of avoiding the issuance of a complaint, has been made to induce him to submit this AWC.

7/3/25
Date


Christopher A. Matuch
Respondent

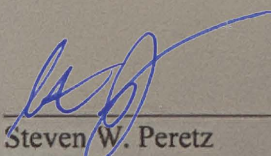
Reviewed by:


Lisa M. Colone
Counsel for Respondent
Chiesa Shahinian & Giantomasi PC
105 Eisenhower Parkway
Roseland, NJ 07068

Accepted by FINRA:

Signed on behalf of the
Director of ODA, by delegated authority

July 11, 2025
Date


Steven W. Peretz
Counsel
FINRA
Department of Enforcement
200 Liberty Street
New York, NY 10281