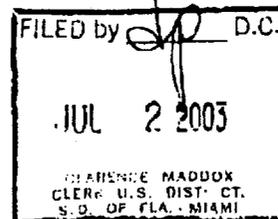


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 02-61160-CIV-LENARD/SIMONTON



U.S. COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

FIRST BRISTOL GROUP, INC.,
ALLIANCE EQUITY GROUP, INC.,
GREAT MINSTER GROUP, INC.,
CENTURION FINANCIAL GROUP, LC,
STACI LEE PETOK,
BERNARD JUSTIN SEVILLA,
JACK MARTIN POMEROY, and
MICHAEL DESMOND BIGGS,

Defendants.

ORDER OF PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF AGAINST
DEFENDANT JACK MARTIN
POMEROY

I

INTRODUCTION

On August 20, 2002, plaintiff U.S. Commodity Futures Trading Commission ("CFTC") filed a complaint against defendant Jack Martin Pomeroy ("Pomeroy") and others alleging violations of the Commodity Exchange Act ("Act"), 7 U.S.C. § 1 *et seq.*, as amended by the Commodity Futures Modernization Act of 2000 ("CFMA"), Pub. L. No. 106-554, 114 Stat. 2763 (2000), and the regulations promulgated thereunder ("Regulations"), 17 C.F.R. § 1.1 *et seq.* On September 17, 2002, this Court entered an *Order of Preliminary Injunction And Other Equitable Relief Against Pomeroy.*

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II

CONSENTS AND AGREEMENTS

1. In accordance with his written consent, made part of this Order, and to effect settlement of this action without a trial on the merits or further judicial proceedings, Pomeroy consents to this *Order Of Permanent Injunction And Other Equitable Relief Against Defendant Pomeroy* ("Order"). Pomeroy also: (1) acknowledges service upon him of the summons and complaint in this action; (2) admits this Court's personal and subject matter jurisdiction over him and this action; (3) admits that venue properly lies with this Court; and (4) waives the entry of findings of fact and conclusions of law in this action pursuant to Fed. R. Civ. P. 52, except the findings of fact contained in this Order which shall be taken as true and correct and shall be given preclusive effect without further proof for use in any bankruptcy proceeding filed by, on behalf of, or against Pomeroy, as further described below.

2. By consenting to the entry of this Order, Pomeroy neither admits nor denies the allegations of the CFTC's complaint or the findings of fact and conclusions of law made by this Court and contained in this Order, except as to jurisdiction and venue. However, Pomeroy agrees, and the parties to this Order intend, that the allegations of the CFTC's complaint and all of the findings of fact made by this Court and contained in this Order shall be taken as true and correct and shall be given preclusive effect without further proof in any bankruptcy proceeding filed by, on behalf of, or against Pomeroy for the purpose of determining whether his restitution obligation and/or other payments ordered herein are excepted from discharge. Pomeroy also shall provide immediate notice of any bankruptcy proceeding filed by, on behalf of, or against him in the manner required by this Order.

3. Pomeroy agrees that: (a) he will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint or finding or conclusion contained in this Order, or creating, or tending to create, the impression that this Order is without a factual basis; (b) no agent or employee of Pomeroy acting under his authority or control shall take any action or make or permit to be made any public statement denying, directly or indirectly, any of the findings or conclusions in this Order or creating, or tending to create, the impression that any allegation in the Complaint or this Order is without factual basis; and (c) he shall undertake all steps necessary to ensure that all of his agents and employees understand and comply with this Order. Nothing in this provision shall affect Pomeroy's testimonial obligations or right to take legal positions in other proceedings to which the CFTC is not a party.

4. Pomeroy consents and agrees to waive: (a) all claims that he may possess under the Equal Access to Justice Act ("EAJA"), 5 U.S.C. § 504 and 28 U.S.C. § 2412, as amended by Pub. L. No. 104-121, §§ 231-32, 110 Stat. 862-63, and Part 148 of the CFTC's Regulations, 17 C.F.R. §§ 148.1 *et seq.*, relating to or arising from this action and any right under EAJA to seek costs, fees, and other expenses relating to or arising from this proceeding; (b) 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 (c) all rights of appeal from this Order.

5. Pomeroy consents to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this Order.

6. Pomeroy affirms that he has read this Order and agrees to this Order voluntarily, and that no promise or threat of any kind has been made by the CFTC or any member, officer, agent, or representative thereof, or by any other person, to induce his consent to this Order.

III

FINDINGS OF FACT

This Court, being fully advised in the premises, finds that there is good cause for the entry of this Order and that there is no just reason for delay. This Court therefore directs the entry of findings of fact, a permanent injunction, and other equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

A. Jurisdiction and Venue

1. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the CFTC to seek injunctive relief against any person whenever it shall appear to the CFTC that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order thereunder.

2. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1(e), in that Pomeroy is found in, inhabits, or transacts business in this district, and the acts and practices in violation of the Act occurred within this district.

B. The Parties

1. Plaintiff CFTC is the independent federal regulatory agency charged with the administration and enforcement of the Act, 7 U.S.C. § 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. § 1.1 *et seq.*

2. Defendant Pomeroy is the president of Alliance Equity Group, Inc. ("AEG"). He is also listed as the sole incorporator and registered agent for AEG. Pomeroy had signatory authority on a bank account in AEG's name at Bank of America, NA in Hollywood, Florida. Pomeroy resides at 3302 China Drive, Las Vegas, NV 89121. Pomeroy was registered with the CFTC as an associated person of Global Capital Management, Inc. from August 1999 to September 1999. Since that time, he has not been registered with the CFTC in any capacity.

C. Fraudulent Misrepresentations and Misappropriation of Funds

1. Since at least August 2000, Pomeroy, and/or other persons or entities under his supervision or control or acting in combination or concert with him, have fraudulently solicited customers to send funds to defendant Alliance Equity Group, Inc. ("AEG"), a sham investment firm that he operated, for the purpose of soliciting investments in illegal off-exchange options contracts on foreign currencies purportedly traded on the foreign exchange markets.

2. As part of these solicitations, Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, fraudulently misrepresented to customers that they would receive enormous profits in a short period of time with a minimal risk of loss if they sent funds to AEG to purchase foreign currency option contracts.

3. After obtaining funds from customers by falsely assuring them that they would receive large profits, Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, did not purchase any options contracts for those customers and misappropriated virtually all of those funds.

4. In order to conceal his illegal activities, Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, sent customers

false trading statements showing fictitious trades and did not conduct any futures or options transactions on a designated contract market or derivatives transaction execution facility.

5. Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, instructed customers to wire funds to invest in options on foreign currencies to an account in the name of AEG at Bank of America in Hollywood, Florida on which Pomeroy had signatory authority.

6. As the result of fraudulent solicitations by Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, eight individuals sent funds to the AEG bank account totaling \$65,495.49. None of the customer funds were used for the purchase of foreign currency options contracts. Instead, Pomeroy transferred those funds to various individuals, including other defendants, and used funds from those accounts to pay personal expenses unrelated to trading options contracts.

D. Offer and Sale of Illegal Off-Exchange Options Contracts

1. From at least August 2000, Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, has solicited retail individuals to invest in illegal off-exchange options contracts on foreign currency. After receiving customer funds, Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, told customers that their funds were being used to invest in options on foreign currency.

2. Section 2(c)(2)(B)(i)-(ii) of the Act, 7 U.S.C. § 2(c)(2)(B)(i)-(ii), provides that the CFTC shall have jurisdiction over any agreement, contract or transaction in foreign currency that is a futures or option contract so long as the contract is "offered to, or entered into with, a person

that is not an eligible contract participant” unless the counterparty, or the person offering to be the counterparty, is a regulated person or entity as defined under the Act.

3. Most, if not all, of the foreign currency transactions offered by Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, were offered to persons who were not eligible contract participants.

4. Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, did not conduct foreign currency option transactions on or subject to the rules of a board of trade that has been designated by the CFTC as a contract market, nor did he execute or consummate those transactions by or through a member of such a contract market. He also did not conduct such transactions on a facility registered as a derivatives transaction execution facility.

5. No funds sent by customers to AEG as a result of fraudulent solicitations by Pomeroy, and/or other persons or entities under his supervision and control or acting in combination or concert with him, were transferred to any futures or options trading firm, or to any entity acting as a counterparty that is a regulated entity defined under the Act. Instead, the funds were misappropriated for personal goods and expenses unrelated to foreign currency options trading. Furthermore, neither AEG nor Pomeroy was a proper counterparty under the Act.

IV

PERMANENT INJUNCTION

The injunctive provisions of this Order shall be binding upon Pomeroy, any person insofar as he or she is acting in the capacity of officer, agent, servant, or attorney of Pomeroy,

and any person who receives actual notice of this Order by personal service or otherwise insofar as he or she is acting in active concert or participation with Pomeroy.

IT IS HEREBY ORDERED THAT:

1. Pomeroy is permanently restrained, enjoined, and prohibited from directly or indirectly:
 - a. cheating or defrauding or attempting to cheat or defraud any other person, making or causing to be made to any other person any false report or statement thereof or cause to be entered for any person any false record thereof, deceiving or attempting to deceive any other person by any means whatsoever in or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and CFTC Regulation 32.9, 17 C.F.R. § 32.9;
 - b. soliciting or accepting orders for, or accepting money, securities or property in connection with, the purchase or sale of any commodity option, or supervising any person or persons so engaged when such transactions are not conducted on or subject to the rules of a board of trade that has been designated by the CFTC as a "contract market" for such commodity, or a foreign board of trade, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Section 32.11 of the Regulations, 17 C.F.R. § 32.11; and
 - c. offering to enter into, entering into, confirming the execution of, or maintaining a position in, any domestic exchange-traded commodity option transaction unless the commodity option involved is traded (1) on or subject to the rules of a board of trade that has been designated by the CFTC as a "contract market" for such commodity, and (2) by or through a member of such contract market, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Section 33.3 of the Regulations, 17 C.F.R. § 33.3.

IT IS FURTHER ORDERED THAT:

2. Pomeroy is permanently restrained, enjoined, and prohibited from:
 - a. trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, as amended by the CFMA, 7 U.S.C. § 1a(29);

- b. engaging in, controlling, or directing the trading of any futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise; and
- c. applying for registration, seeking exemption from registration, engaging in any activity requiring registration or exemption from registration, except as provided for in Section 4.14(a)(9) of the Commission's Regulations, or acting in any capacity or affiliate in any way with any individual or entity that is registered, is required to be registered, or is exempt from registration with the Commission, except as provided for in Section 4.14(a)(9) of the Commission's Regulations, or is acting in any capacity requiring registration with the Commission or exemption from registration, except as provided in Section 4.14(a)(9) of the Commission's Regulations.

V

RESTITUTION AND ANCILLARY RELIEF

IT IS HEREBY FURTHER ORDERED:

A. Restitution

1. Pomeroy shall make full restitution of \$65,495.49, plus pre- and post-judgment interest, to all persons who gave funds, either directly or indirectly, to defendants as a result of their course of illegal conduct alleged in the Complaint. Pomeroy's restitution obligation shall be reduced by any amount of restitution payments made by defendants AEG and/or Sevilla pursuant to order of this Court.

2. Pomeroy shall make a full accounting of all persons who gave funds, either directly or indirectly, to defendants as a result of their course of illegal conduct alleged in the Complaint, including a report of all funds received from and/or paid to such persons.

3. Pre-judgment interest shall be determined by using the underpayment rate established quarterly by the Internal Revenue Service pursuant to 26 U.S.C. § 662(a)(2) from August 2000 to the date of this Order. Post-judgment interest shall be determined by using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961(a).

4. In satisfaction of Pomeroy's obligation, he shall make payments pursuant to the payment plan as described within this Order over a period of ten (10) years following the date of entry of this Order, or until full restitution is made or otherwise discharged, whichever occurs sooner ("Payment Period").

B. Restitution Payments

1. The National Futures Association shall be designated as Monitor for the period beginning with the date of entry of this Order and continuing until distribution of the last payment called for by this Order, or until restitution is paid and distributed in full, whichever occurs first, and shall oversee Pomeroy's restitution obligation.

2. The Monitor shall make periodic distributions of funds obtained from Pomeroy as restitution payments to investors. Restitution payments shall be made in an equitable fashion as determined by the Monitor to all persons who gave funds, either directly or indirectly, to defendants as a result of their course of illegal conduct alleged in the Complaint and any other investor upon sufficient proof of his or her investment with Pomeroy.

3. Based upon the amount of funds available, the Monitor may decide to defer distribution. Should the amount due under the payment plan for any Annual Payment be greater than the balance due on Pomeroy's restitution obligation, the amount due under the payment plan not paid as restitution will constitute Pomeroy's first Annual CMP Payment and be paid as specified above.

C. Civil Monetary Penalty

1. Pomeroy shall pay a contingent civil monetary penalty of \$240,000 pursuant to the payment plan outlined in this Order, commencing upon Pomeroy's fulfillment of his total restitution obligation as set forth in this Order. Pomeroy shall make an annual civil monetary

penalty payment ("Annual CMP Payment") following Pomeroy's satisfaction or other discharge of his restitution obligation, and continuing until December 31, 2013 (or until the civil monetary penalty is paid in full, if that happens first). Pomeroy shall make each such Annual CMP payment, as calculated by the Monitor according to this Order, by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Commodity Futures Trading Commission and sent to Dennese Posey, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, DC 20581, under cover of a letter that identifies Pomeroy and the name and docket number of this proceeding; Pomeroy shall simultaneously transmit a copy of the cover letter and the form of payment to the Monitor and to the Director, Division of Enforcement, Commodity Futures Trading Commission, 1155 21st Street, NW, Washington, DC 20581.

2. This Court is not ordering immediate payment of the entire civil monetary penalty pursuant to Section 6c(d) of the Act, 7 U.S.C. § 13a-1(d), or immediate payment of restitution based upon the accuracy and completeness of Pomeroy's sworn representations to the CFTC concerning his financial condition. If at any time following the entry of this Order, the CFTC obtains information indicating that any of Pomeroy's representations to the CFTC concerning his financial condition were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the CFTC may, in its sole discretion and without prior notice to Pomeroy, petition this Court for an order requiring Pomeroy to pay full restitution or a civil monetary penalty immediately. In connection with any such petition, the only issues shall be whether the financial information provided by Pomeroy was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made,

and the amount of civil monetary penalty imposed. In its petition, the CFTC may request that this Court consider all available remedies, including, but not limited to, ordering Pomeroy to pay funds or transfer assets, directing the forfeiture of any assets, imposing sanctions for contempt of this Order, and/or the CFTC may also request additional discovery. Pomeroy shall not, by way of defense to such petition, challenge the validity of his consent to this Order, contest the allegations of the CFTC's complaint or the findings or conclusions contained in this Order, contest the amount of restitution, or assert that payment of restitution or a civil monetary penalty should not be ordered.

D. Payment Plan

1. For the Payment Period, Pomeroy shall make an annual payment ("Annual Payment") to an account designated by the Monitor of a percentage of:
 - a. his combined adjusted gross income (as defined by the Internal Revenue Code) earned or received by Pomeroy during the previous calendar year; plus
 - b. all other cash receipts, cash entitlements, or proceeds of non-cash assets received by Pomeroy during the previous calendar year.
2. The Annual Payment shall be made on or before June 30 of each calendar year, starting in calendar year 2004, and continuing for the Payment Period.
3. Pomeroy shall provide a sworn financial statement to the Monitor on June 30th and December 31st of each calendar year, starting June 30, 2003 and continuing through and including December 31, 2012. The financial statement shall provide:
 - a. a true and complete itemization of all of his rights, title and interest in (or claimed in) any asset, wherever, however and by whomever held;
 - b. an itemization, description and explanation of all transfers of assets with a value of \$1,000 or more made by or on behalf of him over the preceding six-month interval; and

- c. a detailed description of the source and amount of all his income or earnings, however generated.

4. Pomeroy shall also provide the Monitor with complete copies of his signed federal income tax returns, including all schedules and attachments thereto (e.g., IRS Forms W-2 and Forms 1099), as well as any filings he is required to submit to any state tax or revenue authority, on or before June 30th of each calendar year, or as soon thereafter, beginning in 2003 and ending in 2012. If he moves his residence at any time he shall provide written notice of his new address to the Monitor and the CFTC, through the Director, Division of Enforcement, Commodity Futures Trading Commission, at 1155 21st Street, N.W., Washington, DC 20181, within ten calendar (10) days thereof.

5. If, during the Payment Period, Pomeroy elects to file a joint tax return, he shall provide all documents called for by this Order including the signed and filed joint tax return, plus a draft individual tax return prepared on IRS Form 1040 containing a certification by a licensed certified public accountant that the "Income" section (currently lines 7-22 of Form 1040) truly, accurately, and completely reflects all of his income, that the "Adjusted Gross Income" section (currently lines 23-33 of Form 1040) truly, accurately, and completely identifies all deductions that he has a right to claim, and that the deductions contained in the "Adjusted Gross Income" section are equal to or less than 50% of the deductions that he is entitled to claim on the joint tax return; provided, however, that Pomeroy may claim 100% of the deductions contained in the "Adjusted Gross Income" section that are solely his. Such individual tax return shall include all schedules and attachments (e.g. IRS Forms W-2 and Forms 1099), as well as any filings required to be submitted to any state tax or revenue authority.

6. On or before June 15th of each year of the Payment Period, starting in calendar year 2004, the Monitor shall calculate Pomeroy's Annual Payment due, based on the information contained in the tax returns submitted by Pomeroy and the specific amounts payable to each investor. On or before June 30th of each year and starting in calendar year 2004, the Monitor shall send written notice to Pomeroy of the Annual Payment to be paid toward Pomeroy's restitution obligation, or if Pomeroy's restitution obligation has been satisfied, the amount of civil monetary penalty to be paid in accordance with the payment instructions in this Order.

The Annual Payment or Annual CMP shall be determined as follows:

Total Adjusted Gross Income Plus Net Cash Receipts:	Annual Payment Due:
\$0 up to and including \$25,000.00	0%
\$25,000.01 up to and including \$50,000.00	20% of the amount above \$25,000
\$50,000.01 up to and including \$100,000.00	\$5,000 plus 30% of the amount between \$50,000 and \$100,000
Above \$100,000.01	\$20,000 plus 30% of the amount between \$50,000 and \$100,000 plus 40% of the amount above \$100,000.

7. On or before June 30th of each year of the Payment Period, Pomeroy shall make payment of the Annual Payment due, as calculated by the Monitor, to an account designated by the Monitor.

E. Evidence of Payment

1. Within thirty (30) days after the date of this Order, Pomeroy shall submit to the CFTC, and shall file with this Court, a sworn statement under penalty of perjury fully

documenting that payment of all restitution has been accomplished according to the terms and conditions of this Order. Pomeroy shall include true copies of all appropriate payment documentation including, but not limited to, canceled checks, bank wire transfers, cashier's checks, money orders, sight drafts and/or any other evidence of payment employed to effectuate his restitution.

F. Tax Claims

1. Pomeroy shall inform the Monitor if he makes any claim with the Internal Revenue Service or any state tax or revenue authority to recover taxes relating to previously filed income tax returns and shall provide the Monitor with all documentation relating to any such claim. In the event that Pomeroy obtains any funds from the Internal Revenue Service or any state tax or revenue authority based on a claim as described above, he shall immediately transfer all of those funds to the Monitor for distribution to customers in connection with his restitution obligation. Such funds shall not be included under the provisions of the Payment Plan and shall not be considered income for purposes of calculating the Annual Payment under this Order.

G. Transfer of Assets

1. Pomeroy shall not transfer, or cause others to transfer, funds or other property to the custody, possession, or control of any members of his family or any other person for the purpose of concealing such funds from this Court, the CFTC, the Monitor, or any investor until his restitution and civil monetary penalty obligations have been paid in full.

H. Cooperation

1. Pomeroy shall cooperate fully and expeditiously with the Monitor and the CFTC in carrying out all duties with respect to restitution and civil monetary penalty payments. He will cooperate fully with the Monitor and the CFTC in explaining his financial income and earnings,

status of assets, financial statements, asset transfers and tax returns, and shall provide any information concerning himself as may be required by the CFTC and/or the Monitor.

Furthermore, Pomeroy shall provide such additional information and documents with respect thereto as may be requested by the CFTC and/or the Monitor.

I. Third-Party Beneficiaries

1. Pursuant to Fed. R. Civ. P. 71, the investors are explicitly made intended third-party beneficiaries of this Order and, after the date the last payment called for by this Order is due, may enforce obedience of this Order to obtain satisfaction of any portion of the restitution obligation which has not been paid by Pomeroy, to ensure continued compliance with any provision of this Order, and to hold Pomeroy in default and/or contempt for any past violation of any provision of this Order.

J. Collateral Agreements

1. Pomeroy shall immediately notify the CFTC and the Monitor if he makes or has previously made any agreement with any investor obligating any payments to that investor outside of the plan set forth in this Order. Pomeroy also shall provide immediate evidence of any payments made pursuant to such agreement in the manner required by this Order.

K. Default

1. Any failure by Pomeroy to carry out any of the terms, conditions or obligations under any paragraph of this Order shall constitute an Event of Default. If any Event of Default occurs the CFTC (or its designee) shall be entitled to:

- a. an order requiring immediate payment of any unpaid Annual Restitution Payments and/or CMP Payments, or, at the CFTC's option, the entire unpaid balance, or any unpaid portion, of the restitution amount and/or civil monetary penalty set forth above in this Order; and

b. move the Court for imposition of all other available remedies, including, but not limited to, an order holding Pomeroy in contempt for violation of this Order.

2. Upon the occurrence of an Event of Default based upon a claim or cause of action that Pomeroy failed to make any Annual Restitution Payments and/or Annual CMP Payments when due, Pomeroy will be barred from asserting any defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such defense is based on the alleged failure of the CFTC to pursue such claims or causes of action during the pendency of this civil action, during the negotiation of Pomeroy's consent to this Order or while this Order remains in effect. The only issue that Pomeroy may raise in defense is whether he made the Annual Restitution Payments and/or Annual CMP Payments as directed by the Monitor. Any motion by the CFTC for entry of an order pursuant to this paragraph requiring payment of less than the full amount of the restitution and/or civil monetary penalty, set forth in this Order, or any acceptance by the CFTC of partial payment of the Annual Restitution Payments and/or Annual CMP Payments made by Pomeroy shall not be deemed a waiver of the CFTC's right to require Pomeroy to make further payments pursuant to the Payment Plan set forth above, or, in the event of a further Event of Default, a waiver of the CFTC's right to require immediate payment of the entire remaining balance, or any unpaid portion, of the restitution amount and/or civil monetary penalty set forth in this Order.

VI

OTHER PROVISIONS

IT IS FURTHER ORDERED THAT:

1. Jurisdiction of this Court: This Court shall retain jurisdiction of this cause to assure compliance with this Order and for all other purposes related to this action.

2. Notices: All notices required by this Order shall be sent by certified mail, return receipt requested, as follows:

a. Notice to CFTC:

Director, Division of Enforcement
Commodity Futures Trading Commission
1155 21st St. NW
Washington, DC 20581

b. Notice to Monitor:

Vice President, Compliance
National Futures Association
200 West Madison Street
Chicago, IL 60606

c. Notice to defendant Pomeroy:

3302 China Drive
Las Vegas, NV 89121

Pomeroy shall provide the Court, the Monitor and the CFTC with written notice of all changes to his residential or business telephone number(s) and/or address(es) within ten (10) calendar days of the change(s).

3. Waiver: The failure of any party to this Order or of any investor at any time to require performance of any provision of this Order shall in no manner affect the right of the party or investor to enforce the same or any other provision of this Order at a later time. No waiver in one or more instances of the breach of any provision contained in this Order shall be deemed or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Order.

4. Successors and Assigns: This Order shall inure to the benefit of and be binding upon the successors, assigns, heirs, beneficiaries, and administrators of all parties to this Order.

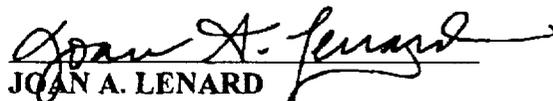
5. Acknowledgements: Upon being served with a copy of this Order after entry by this Court, Pomeroy shall sign an acknowledgment of service and serve the acknowledgment on this Court and the CFTC within seven (7) calendar days.

Upon being served with a copy of this Order after entry by the Court, the CFTC shall serve a copy of the Order upon the Monitor within seven (7) calendar days.

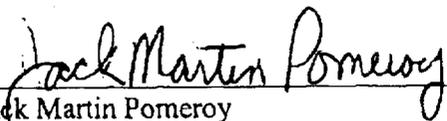
6. Invalidation: If any provision, or the application of any provision of this Order is held invalid, the remainder of this Order and the application of the provision to any other person or circumstance shall not be affected by the holding.

7. Integration: This Order incorporates all of the terms and conditions of the settlement of the parties to this Order. Nothing shall serve to amend or modify this Order in any respect, unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this Court.

Done and Ordered this 2 day of July 2003, at Miami,
Florida.

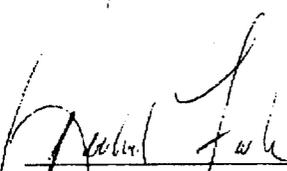

JOAN A. LENARD
UNITED STATES DISTRICT JUDGE

Order Of Permanent Injunction And Other Equitable Relief Against Defendant Jack Martin Pomeroy consented to and approved for entry by:



Jack Martin Pomeroy

Dated: 5/29/03, 2003



Richard P. Foelber

Elizabeth Padgett
Attorneys for Plaintiff
U.S. Commodity Futures
Trading Commission
Three Lafayette Centre
1155 21st Street, N.W.
Washington, DC 20581
(202) 418-5320 (telephone)
(202) 418-5538 (facsimile)

Dated: 6/30/, 2003