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FILED
 MAR 24 2003
 CLERK, U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION AT SANTA ANA
 DEPUTY

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 JS-2/JS-3

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 U.S. DISTRICT COURT
 CENTRAL DIST. OF CALIF.
 SANTA ANA

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION**

14 **COMMODITY FUTURES TRADING**
 15 **COMMISSION**

Plaintiff,

vs.

17 **FX ADVISORS, LLC, FX ADVISORS**
 18 **EAST, LLC, FX ADVISORS PACIFIC,**
 19 **LLC, MAS FX LLC, formerly known as**
 20 **MAS FINANCIAL SERVICES, INC,**
 21 **GLOBAL EQUITY MANAGEMENT**
 22 **GROUP, LLC, BRIAN MOORE, RON**
 23 **ROZILLIO, DENNIS HEYBURN, DON**
 24 **LAKIN, FARZAD NAFEIY AND**
 25 **CHRISTIAN WEBER,**

Defendants.

Case No.
 SACV 02-173-DOC(ANX)

**CONSENT ORDER OF PERMANENT
 INJUNCTION AND OTHER
 ANCILLARY RELIEF AGAINST
 DEFENDANT DON LAKIN**

ENTER ON ICMS
 3-25-03
 MAR 25 2003

On February 20, 2002, Plaintiff, Commodity Futures Trading Commission ("CFTC" or "Commission"), filed a complaint against defendants MAS FX, LLC a/k/a MAS Financial Services, LP ("MAS FX"), FX Advisors, LLC ("FXA"), FX Advisors Pacific, LLC ("FXP"), FX Advisors East, LLC ("FXE"), Global Equity Management Group, LLC ("GEM"), Brian Moore,

1 148

ORIGINAL

1 Ron Rozillio, Christian Weber, Dennis Heyburn, Don Lakin and Farzad Nafeiy (collectively, the
2 "defendants") seeking injunctive and other equitable relief, as well as the imposition of civil
3 penalties, for violations of the Commodity Exchange Act, as amended ("Act"), 7 U.S.C. §§ 1 et
4 seq. (2001), and the Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq.
5 (2001). This Court entered a Statutory Restraining Order against the defendants on February 21,
6 2002, a Consent Order of Preliminary Injunction and Other Ancillary Relief Against Global
7 Equity Management Group, LLC and Don Lakin on March 7, 2002, an Order of Preliminary
8 Injunction and Other Ancillary Relief Against Christian Weber on March 7, 2002, a Consent
9 Order of Preliminary Injunction and Other Ancillary Relief Against FX Advisors, LLC, FX
10 Advisors East, LLC, FX Advisors Pacific, LLC, MAS FX, LLC, Brian Moore, Ron Rozillio and
11 Dennis Heyburn on March 21, 2002 and an Order of Preliminary Injunction and Other Ancillary
12 Relief Against Defendant Farzad Nafeiy on August 14, 2002. Entry of this Consent Order of
13 Permanent Injunction and Other Ancillary Relief would conclude this action as to defendant Don
14 Lakin ("Lakin").

15 I.

16 **CONSENTS AND AGREEMENTS**

17 To effect settlement of the matters alleged in the Complaint against Lakin without a trial
18 on the merits or any further judicial proceedings, defendant Lakin:

- 19
- 20 1. Consents to the entry of this Consent Order of Permanent Injunction and Other
21 Equitable Relief Against Lakin ("Order").
 - 22 2. Affirms that he has agreed to this Order voluntarily, and that no promise or threat has
23 been made by the Commission or any member, officer, agent or representative thereof, or by any
24 other person, to induce consent to this Order, other than as set forth specifically herein.
 - 25 3. Acknowledges service of the Summons and Complaint.
 - 26 4. Admits jurisdiction of this Court over him and the subject matter of this action
27 pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001).
 - 28

1 5. Admits that venue properly lies with this Court pursuant to Section 6c of the Act,
2 7 U.S.C. § 13a-1 (2001).

3 6. Waives:

4 a. the entry of findings of fact and conclusions of law pursuant to Rule 52 of the
5 Federal Rules of Civil Procedure, except as set forth below;

6 b. all claims which he may possess under the Equal Access to Justice Act,
7 5 U.S.C. § 504 (1994) and 28 U.S.C. § 2412 (1994), as amended by Pub. L. No. 104-121,
8 §§ 231-32, 110 Stat. 862-63, and Part 148 of the Regulations, 17 C.F.R. § 148.1, et seq.
9 (2001), relating to, or arising from, this action;

10 c. any claim of Double Jeopardy based upon the institution of this proceeding or
11 the entry in this proceeding of any order imposing a civil monetary penalty or any other
12 relief; and

13 d. all rights of appeal from this Order.

14 7. By consenting to the entry of this Order, defendant Lakin neither admits nor denies the
15 allegations of the Complaint except as to jurisdiction and venue, which he admits. However,
16 Lakin agrees that the allegations of the Complaint, the violations of the Act and Regulations
17 alleged to have occurred and the findings made by this Court in the Order are taken as true and
18 correct and shall be given preclusive effect without further proof only for the purpose of any
19 subsequent bankruptcy proceeding filed by, on behalf of, or against Lakin for the purpose of
20 determining whether his restitution obligation, civil monetary penalty and/or other payments
21 ordered herein are excepted from discharge. Further, if Lakin at any time files, or has filed on
22 his behalf, or has filed against him, any bankruptcy proceeding in which he seeks to discharge
23 his restitution obligation, the full unpaid amount of the civil monetary penalty shall be
24 accelerated and become immediately due and owing.

25 8. Lakin agrees that neither he nor his agents, employees or representatives acting under
26 their authority or control will take any action or make any public statement to the media denying,
27 directly or indirectly, any allegations of the Complaint or findings or conclusions in this Order,
28 or creating or tending to create, the impression that the Complaint or Order is without a factual

1 basis; provided, however, that nothing in this provision shall affect Lakin's (i) testimonial
2 obligations, or (ii) his right to take legal positions in other proceedings to which the Commission
3 is not a party. Lakin will undertake all steps necessary to assure that all of his agents, employees
4 and representatives understand and comply with this agreement.

5 9. Lakin consents to the continued jurisdiction of this Court for the purpose of enforcing
6 the terms and conditions of this Order and for any other purposes relevant to this case.

7 II.

8 FINDINGS AND CONCLUSIONS

9 The Court, being fully advised in the premises, finds that there is good cause for the entry
10 of this Consent Order and that there is no just reason to delay. The Court therefore directs the
11 entry of the findings of fact and conclusions of law below, and a permanent injunction and
12 ancillary equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), as set forth
13 herein.
14

15 1. This Court has jurisdiction over Lakin, and the subject matter of this action, pursuant
16 to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2001), which authorizes the Commission to seek
17 injunctive relief against any person whenever it shall appear that such person has engaged, is
18 engaging or is about to engage in any act or practice constituting a violation of any provision of
19 the Act or any rule, regulation or order thereunder.

20 1. This Court has subject matter jurisdiction over this action and the allegations in
21 the Complaint pursuant to Section 6c of the Act.

22 2. This Court has personal jurisdiction over Lakin and Lakin has waived service of
23 Summons and the Amended Complaint and consented to the Court's jurisdiction over him.

24 3. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C.
25 § 13a-1 (2001), in that Lakin is found in, inhabits, or transacts business in this district, and the
26 acts and practices in violation of the Act alleged to have occurred, are occurring, or are about to
27 occur within this district, among other places.
28

1 transaction execution facility for such commodity future, and (b) such contracts
2 have not been executed or consummated by or through such contract market, in
violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2001).

3 b. cheating or defrauding or attempting to cheat or defraud other persons, and
4 willfully deceiving or attempting to deceive other persons by any means
5 whatsoever, in or in connection with any order to make, or the making of, any
6 contract of sale of any commodity for future delivery, made, or to be made, for or
7 on behalf of any other person if such contract for future delivery is or may be used
8 for (A) hedging any transaction in interstate commerce in such commodity or the
9 products or byproducts thereof, or (B) determining the price basis of any
transaction in interstate commerce in such commodity, or (C) delivering any such
commodity sold, shipped, or received in interstate commerce for the fulfillment
thereof, in violation of Section 4b(a)(i) and (iii) of the Act, 7 U.S.C. § 6b(a)(i) and
(iii)(2001) and Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3)(2002).

10 2. Lakin is permanently restrained, enjoined and prohibited from directly or indirectly:

11 a. trading on or subject to the rules of any registered entity;

12 b. engaging in, controlling or directing the trading for any commodity futures,
13 security futures, options, options on futures, or foreign currency options account
14 for or on behalf of any other person or entity, whether by power of attorney or
otherwise; and

15 c. applying for registration or claiming exemption from registration with the
16 Commission in any capacity, and engaging in any activity requiring such
17 registration or exemption from registration with the Commission, except as
18 provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002), or acting as
19 a principal, agent or any other officer or employee of any person registered,
20 exempted from registration or required to be registered with the Commission,
21 except as provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002).
22 This includes, but is not limited to, soliciting, accepting or receiving any funds,
revenue or other property from any person, giving commodity trading advice for
compensation, except as provided for in Regulation 4.14 (a)(9), 17 C.F.R.
§ 4.14(a)(9) (2002), or soliciting prospective customers, related to the purchase or
sale of any commodity futures, security futures, options, options on futures, or
foreign currency futures.

23 4. The injunctive provisions of this Order shall be binding upon Lakin upon any person
24 insofar as he or she is acting in the capacity of officer, agent, servant or employee of Lakin and
25 upon any person who receives actual notice of this Order, by personal service or otherwise,
26 insofar as he or she is acting in active concert or participation with Lakin.
27
28

IV.

ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT:

1. RESTITUTION: Lakin shall be jointly and severally liable with Nafeiy for \$1,097,464.64 in restitution to GEM investors. Lakin shall pay post-judgment interest from the date of this Order until his restitution obligation is paid in full, at the Treasury Bill rate prevailing on the date of this Order, pursuant to 28 U.S.C. § 1961(a). Lakin's restitution obligation shall be offset by any restitution made by defendant Nafeiy to GEM investors. In any event, Lakin shall not pay total restitution of more than \$1,097,464.64 plus post judgment interest thereon. The persons to whom the restitution amounts shall be paid, and pro rata distribution percentages by which each investor shall be paid from any restitution made are set forth in attachment A hereto. Omission from Attachment A shall in no way limit the ability of any investor from seeking recovery from Lakin or any other person or entity. Further, the amounts contained in Attachment A shall not limit the ability of any investor from proving that a greater amount is owed from Lakin or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any investor that exist under state or common law.

2. PAYMENT OF RESTITUTION: Restitution shall be paid as follows:

- a. Lakin shall make an annual restitution payment ("Annual Restitution Payment") to an account designated by the Monitor for pro-rata distribution to investors of: a percentage of his adjusted gross income (as defined by the Internal Revenue Code) earned or received by him during the previous calendar year. The Annual Restitution Payment shall be made on or before July 31 of each calendar year, starting in calendar year 2004 and continuing for ten years or until his restitution amount is paid in full from any source, whichever occurs sooner. The ten year restitution period shall run from January 1, 2003 through December 31, 2012.

1 Restitution payments for a calendar year shall take place by July 31 of the
2 following year. Therefore, the final restitution payment for the year 2012
3 will occur on or before July 31, 2013.

4
5 b. Lakin agrees that for these purposes the National Futures Association is
6 hereby designated as the Monitor with respect to the Annual Restitution
7 Payment for a period of eleven years commencing January 1, 2003.
8 Notice to the Monitor shall be made to Daniel A. Driscoll, Esq., Executive
9 Vice President, Chief Compliance Officer, or his successor, at the
10 following address: National Futures Association, 200 West Madison
11 Street, Chicago, IL 60606.

12
13 c. Lakin shall provide the Monitor with a sworn Financial Disclosure
14 Statement and complete copies of his signed and filed federal income tax
15 returns, including all schedules and attachments thereto (e.g. IRS Forms
16 W-2) and Forms 1099, as well as any filings he is required to submit to
17 any state tax or revenue authority, for the preceding calendar year, on or
18 before May 15 of each calendar year, or as soon thereafter as the same are
19 filed, starting in calendar year 2004 and continuing for ten years or until
20 the restitution and civil monetary penalty amounts are paid in full,
21 whichever occurs first. If he moves his residence at any time, he shall
22 provide written notice of his new addresses to the Monitor and the
23 Commission, through the Director, or his successor, Division of
24 Enforcement, Commodity Futures Trading Commission, at 1155 21st
25 Street, N.W., Washington, DC 20581, within ten calendar (10) days
26 thereof.
27
28

1 d. If, during the same time period, Lakin elects to file a joint tax return, he
2 shall provide all documents called for by this paragraph 2, including the
3 signed and filed joint tax return, plus a draft individual tax return prepared
4 on IRS Form 1040 containing a certification by a licensed certified public
5 accountant that the "Income" section (currently lines 7-22 of Form 1040)
6 truly, accurately and completely reflects all of Lakin's income, that the
7 "Adjusted Gross Income" section truly, accurately and completely
8 identifies all deductions that Lakin has a right to claim, and that the
9 deductions contained in the "Adjusted Gross Income" section are equal to
10 or less than 50% of the deductions that Lakin is entitled to claim on the
11 joint tax return; provided however that Lakin may claim 100% of the
12 deductions contained in the "Adjusted Gross Income" section that are
13 solely Lakin's. Such individual tax return shall include all schedules and
14 attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any
15 filing required to be submitted to any state tax or revenue authority.
16
17

18 c. Based on the information contained in Lakin's tax returns and to the extent
19 they are provided, sworn financial statements, and other financial records
20 of Lakin, the Monitor shall calculate the Annual Restitution Payment to be
21 paid by Lakin for that year and the specific amounts payable to each
22 investor. On or before June 30 of each year and starting in calendar year
23 2004, the Monitor shall send written notice to Lakin with instructions to
24 pay the Annual Restitution Payment on or before July 31 of that year to an
25 account designated by the Monitor in accordance with the payment
26 instructions in paragraph 4, below. If the Monitor determines that an
27 Annual Restitution Payment is due, then the Monitor will increase the
28

1 amount of the remaining restitution payment by post-judgment interest
2 calculated to the date of payment based on the total remaining restitution
3 obligation pursuant to 28 U.S.C. § 1961. The Monitor shall then disburse
4 any payment by Lakin to the investors in the appropriate pro rata amounts
5 according to Attachment A. Based upon the amount of funds available,
6 the Monitor may decide to defer distribution. If at the end of the ten year
7 payment period, any amount of the Annual Restitution Payment has not
8 been distributed, that amount shall instead be immediately paid as
9 provided in paragraph 4, below.
10

11 3. CIVIL MONETARY PENALTY: Lakin shall pay a contingent civil monetary
12 penalty ("CMP") of \$240,000 pursuant to the payment plan outlined in Paragraph 4 below,
13 commencing on his fulfillment or the discharge of his total restitution obligation as set forth in
14 paragraphs 1 and 2 above. However, any funds paid toward his restitution obligation as outlined
15 in paragraphs 1 and 2 above shall reduce his civil monetary penalty amounts dollar for dollar. If
16 the total he has paid in restitution is equal to or greater than the amount of his civil monetary
17 penalty at the end of the ten year payment period, then his civil monetary penalty will be
18 considered paid in full. Otherwise, the amount of his contingent civil monetary penalty unpaid at
19 the end of the ten year payment period shall continue as a judgment against him. If his
20 restitution obligation is paid in full before the end of the ten year payment period, then Lakin will
21 begin paying his civil monetary penalty pursuant to the payment plan outlined in paragraph 4
22 below until the conclusion of the ten year payment period. Lakin shall make any such Annual
23 CMP payment by electronic funds transfer, or by U.S. postal money order, certified check, bank
24 cashier's check, or bank money order, made payable to the Commodity Futures Trading
25 Commission, and sent to Dennese Posey, or her successor, Division of Enforcement, Commodity
26 Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, DC
27
28

1 20581, under cover of a letter that identifies Lakin and the name and docket number of the
 2 proceeding; Lakin shall simultaneously transmit a copy of the cover letter and the form of
 3 payment to the Monitor and to the Director, Division of Enforcement, Commodity Futures
 4 Trading Commission, at the following address: 1155 21st Street, NW, Washington, DC 20581.

5 4. ANNUAL PAYMENT: The Annual Payment (Annual Restitution Payments and
 6 Annual CMP Payments) for Lakin shall be calculated as follows:
 7

8 a. **Where Adjusted Gross Income is:** **Percent of total to be paid by Lakin is:**

9
 10 **Under \$25,000.00** **0%**

11 **\$25,000.00 up to and including \$50,000.00** **20% of the amount between \$25,000 and \$50,000**

12 **\$50,000.00 up to and including \$100,000** **\$5,000 (which represents 20% of the amount between \$25,00.00 and \$50,000.00) plus 30% of the amount between \$50,000 and \$100,000.**

13
 14
 15 **Above \$100,000** **\$20,000 (20% of \$25,000 plus 30% of \$50,000) plus 40% of the amount above \$100,000**

16
 17
 18 b. Lakin shall cooperate fully and expeditiously with the Monitor and the
 19 Commission in carrying out all duties with respect to the Annual
 20 Restitution and CMP Payments. They shall cooperate fully with the
 21 Monitor and the Commission in explaining their financial income and
 22 earnings, status of assets, financial statements, asset transfers and tax
 23 returns, and shall provide any financial information concerning themselves
 24 as may be required by the Commission and/or the Monitor. Furthermore,
 25 Lakin shall provide such additional information and documents with
 26 respect thereto as may be requested by the Commission and/or the
 27 Monitor.
 28

1 c. The Monitor will calculate Lakin's annual payment based on his adjusted
2 gross income for a given year, and will not consider the income of any of
3 his family members in calculating the annual payment amount.

4 5. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil
5 Procedure, each of the individuals identified in Attachment A is explicitly made an intended
6 third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain
7 satisfaction of any portion of the restitution amount which has not been paid by Lakin, to ensure
8 continued compliance with any provision of this Order and to hold Lakin in contempt for any
9 past violations of any provision of this Order.

10 6. COLLATERAL AGREEMENTS: Lakin shall immediately notify the Commission
11 and the Monitor if he makes or has previously made any agreement with any investor obligating
12 him to make payments outside of this Order. Lakin shall also provide immediate evidence of
13 any payments made pursuant to such agreement in the manner required by paragraph 3 above.
14 Upon being notified of any payments made by Lakin to investors outside of this Order, the
15 Commission and the Monitor shall reduce and offset Lakin's obligations to specified investors,
16 on an annual basis, and make any other changes to Attachment A that it deems appropriate.

17 7. TRANSFER OF ASSETS: Lakin shall not transfer or cause others to transfer funds or
18 other property to the custody, possession, or control of any other person for the purpose of
19 concealing such funds from the Court, the Commission, the Monitor or any investor or until the
20 restitution and CMP amounts have been paid in full.

21 8. DEFAULT: Any failure by Lakin to carry out any of the terms, conditions or
22 obligations under any paragraph of this Order shall constitute an Event of Default. If any Event
23 of Default occurs the Commission (or its designee) shall be entitled to:
24

- 25 a. an order from this Court requiring immediate payment of any unpaid Annual
26 Payments, or, at the Commission's option, the entire unpaid balance, or any
27 unpaid portion, of the restitution and CMP amounts set forth above in
28 paragraphs 1- 4; and/or

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

3 Upon the occurrence of an Event of Default based upon a claim or cause of action that
4 Lakin failed to make any Annual Payments when due, Lakin will be barred from asserting any
5 defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such
6 defense is based on the alleged failure of the Commission to pursue such claims or causes of
7 action during the pendency of this civil action, during the negotiation of Lakin's consent to this
8 Order or while this Order remains in effect. The only issue that Lakin may raise in defense is
9 whether he has made the Annual Payments as directed by the Monitor. Any motion by the
10 Commission for entry of an order pursuant to this paragraph requiring payment of less than the
11 full amount of restitution and/or civil monetary penalty, set forth in paragraphs 1 through 4
12 above, or any acceptance by the Commission of partial payment of the Annual Payment made by
13 Lakin, shall not be deemed a waiver of the Commission's right to require Lakin to make further
14 payments pursuant to the payment plans set forth above, or, in the event of a further Event of
15 Default, a waiver of the Commission's right to require immediate payment of the entire
16 remaining balance, or any unpaid portion, of the restitution or civil monetary penalty amounts set
17 forth in paragraphs 1 through 4 above.

18 9. Based upon Lakin's sworn representations in his Financial Accounting provided
19 to the Commission in May 2002, and other evidence Lakin provided to the Commission
20 regarding his financial condition, the Court is not requiring Lakin to make an immediate
21 payment of the full restitution or civil monetary penalty amounts. This determination is
22 contingent upon the accuracy and completeness of Lakin's Financial Accounting dated May
23 2002, and other evidence Lakin provided to the Commission regarding his financial condition. If
24 at any time following the entry of this Order, the Commission obtains information indicating that
25 Lakin's representations concerning his financial condition was fraudulent, misleading, inaccurate
26
27
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1 or incomplete in any material respect as of the time such representations were made, the
2 Commission may move this Court for an order requiring Lakin to make immediate payment of
3 the full restitution and civil monetary penalty amount or any restitution or civil monetary penalty
4 amount beyond the amounts paid pursuant to paragraphs 1 - 4 above. In connection with any
5 such motion, the only issues shall be whether the financial information Lakin provided was
6 fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such
7 representations were made. In its motion, the Commission may move this Court to consider all
8 available remedies, including, but not limited to, ordering Lakin to pay funds or assets, directing
9 the forfeiture of any assets, or sanctions for contempt of this Order, and the Commission may
10 also request additional discovery. Lakin may not, by way of defense to such motion, challenge the
11 validity of his consent to this Order, or contest any of the findings of fact or conclusions of law set
12 forth in this Order, assert that restitution, payment of a civil monetary penalty or immediate
13 payment of his remaining restitution or civil monetary penalty obligation should not be ordered, or
14 contest the amount of the restitution or civil monetary penalty to be paid. If in such motion the
15 Commission moves for, and the Court orders, payment of less than the full amount of the restitution
16 obligation or the full amount of civil monetary penalty, such motion will not be deemed a waiver of
17 the Commission's right to require Lakin to make further payments pursuant to the payment plan set
18 forth above.
19
20
21

22 V.

23 MISCELLANEOUS PROVISIONS

24 A. ENTIRE AGREEMENT, AMENDMENTS and SEVERABILITY. This Order
25 incorporates all of the terms and conditions of the settlement among the parties. Nothing shall
26 serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing,
27 (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order
28

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Pistone & Wolder, LLP

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1 or the application of any provision or circumstance is held invalid, the remainder of this Order
2 shall not be affected by the holding.

3 B. WAIVER. The failure of any party at any time or times to require performance of
4 any provision hereof shall in no manner affect the right of such party at a later time to enforce
5 the same or any other provision of this Order. No waiver in one or more instances of the breach
6 of any provision contained in this Order shall be deemed to be, or construed as, a further or
7 continuing waiver of such breach or waiver of the breach of any other provision of this Order.

9 C. SUCCESSORS AND ASSIGNS. This Order shall inure to the benefit of and be
10 binding on the parties' successors, assigns, heirs, beneficiaries and administrators.

11 D. JURISDICTION. This Court shall retain jurisdiction of this cause to assure
12 compliance with this Order and for all other purposes related to this action.

13 There being no just reason for delay, the Clerk of the Court is hereby directed to enter
14 this Consent Order of Permanent Injunction and Other Equitable Relief Against Don Lakin.
15

16
17 ORDERED this 24 day of March, 2003.

18
19 Edward O. Carter
20 UNITED STATES DISTRICT JUDGE

21
22 Consented to and approved for entry by:

23 DEFENDANT

24 Don Lakin

25 Don Lakin
26 7635 East Spotted Pony Lane
27 Anaheim, CA

28 Thomas A. Pistone

Thomas A. Pistone
Pistone & Wolder

PLAINTIFF

Susan Gradman

Susan Gradman
Attorney For Plaintiff
Commodity Futures Trading
Commission

1 2010 Main Street, Suite 800
Irvine, CA 92614
2 (949) 864-9664
3 Attorney for Defendant Don Lakin
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CFTC v. MAS FX, et al.
CUSTOMER RESTITUTION SCHEDULE
ATTACHMENT A

GLOBAL EQUITY MANAGEMENT GROUP, LLC

YEAR ENDED DECEMBER 31, 2001

(By Alphabetical Order of Name)

ENTITY	CUSTOMER NAME	OUTSTANDING BALANCE OF RESTITUTION	PERCENTAGE OF PRO RATA DISTRIBUTION
		\$1,097,464.64	
Global	Anderson, Dale	\$14,000.00	1.28%
Global	Ball, Roger Lee	\$40,000.00	3.64%
Global	Bell, Kerry	\$208,970.00	19.04%
Global	Bollo, Christopher	\$25,000.00	2.28%
Global	Brandstater, Bernard	\$32,000.00	2.92%
Global	Braun, Timothy	\$50,000.00	4.56%
Global	Calkins, A Bruce	\$10,000.00	0.91%
Global	Carolina Income Mgmt.	\$73,246.39	6.67%
Global	Degroff, Gregory	\$28,392.75	2.59%
Global	Flavor Consortium, Inc.	\$100,000.00	9.11%
Global	Jackson, Judy	\$42,000.00	3.83%
Global	Jones, George W	\$26,934.00	2.45%
Global	Keller, David	\$10,000.00	0.91%
Global	Lewis, Lynnfield	\$42,500.00	3.87%
Global	Marks, Howard K.	\$40,000.00	3.64%
Global	McCrary, William	\$25,000.00	2.28%
Global	McDermott, Bruce	\$20,000.00	1.82%
Global	Medina Management	\$15,000.00	1.37%
Global	Meyers, Joy	\$10,000.00	0.91%
Global	Mulgrew, David	\$10,000.00	0.91%
Global	Mullen, James	\$10,500.00	0.96%
Global	Patrick, Robert	\$26,588.25	2.42%
Global	Plumridge, Gary B.	\$6,970.00	0.64%
Global	Ross, Lionel	\$18,754.35	1.71%
Global	Ryder, Craig I	\$27,000.00	2.46%
Global	Seegert, James	\$10,000.00	0.91%
Global	Sidebottom, David	\$34,982.00	3.19%
Global	Springer, Peter	\$36,827.40	3.36%
Global	Waterson, Lynn	\$10,000.00	0.91%
Global	Wilson, Rusty	\$20,000.00	1.82%
Global	Worthley, Paul	\$15,000.00	1.37%
Global	Yoder, Lyndon	\$57,799.50	5.27%
32	TOTALS:	\$1,097,464.64	100.00%