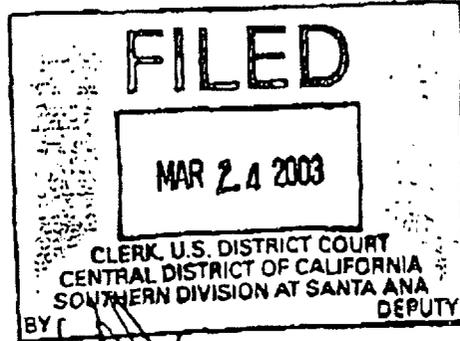


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Attorneys for Plaintiff Commodity Futures Trading Commission



- Priority
- Send
- Clsd
- Enter
- JS-5/JS-6
- JS-2/JS-3

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 CLERK, U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIF.
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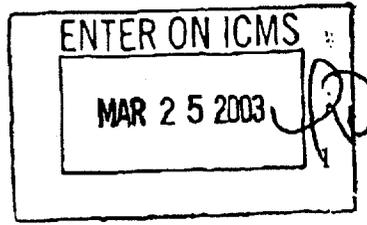
**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION**

14 **COMMODITY FUTURES TRADING**)
 15 **COMMISSION**)
 16) **BY:**
 17) **Plaintiff,**)
 18) **vs.**)
 19) **FX ADVISORS, LLC, FX ADVISORS**)
 20) **EAST, LLC, FX ADVISORS PACIFIC,**)
 21) **LLC, MAS FX LLC, formerly known as**)
 22) **MAS FINANCIAL SERVICES, INC,**)
 23) **GLOBAL EQUITY MANAGEMENT**)
 24) **GROUP, LLC, BRIAN MOORE, RON**)
 25) **ROZILLIO, DENNIS HEYBURN, DON**)
 26) **LAKIN, FARZAD NAFEIY AND**)
 27) **CHRISTIAN WEBER,**)
 28) **Defendants.**)

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

**CONSENT ORDER OF PERMANENT
 INJUNCTION AND OTHER
 ANCILLARY RELIEF AGAINST
 DEFENDANTS BRIAN MOORE AND
 DENNIS HEYBURN**

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



ORIGINAL
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1 Services, LP¹ ("MAS FX"), FX Advisors, LLC ("FXA"), FX Advisors Pacific, LLC ("FXP"),
2 FX Advisors East, LLC ("FXE"), Global Equity Management Group, LLC ("GEM"), Brian
3 Moore, Ron Rozillio, Christian Weber, Dennis Heyburn, Don Lakin and Farzad Nafeiy
4 (collectively, the "defendants") seeking injunctive and other equitable relief, as well as the
5 imposition of civil penalties, for violations of the Commodity Exchange Act, as amended
6 ("Act"), 7 U.S.C. §§ 1 et seq. (2001), and the Commission Regulations promulgated thereunder,
7 17 C.F.R. §§ 1 et seq. (2001). This Court entered a Statutory Restraining Order against the
8 defendants on February 21, 2002, a Consent Order of Preliminary Injunction and Other Ancillary
9 Relief Against Global Equity Management Group, LLC and Don Lakin on March 7, 2002, an
10 Order of Preliminary Injunction and Other Ancillary Relief Against Christian Weber on March 7,
11 2002, a Consent Order of Preliminary Injunction and Other Ancillary Relief Against FX
12 Advisors, LLC, FX Advisors East, LLC, FX Advisors Pacific, LLC, MAS FX, LLC, Brian
13 Moore, Ron Rozillio and Dennis Heyburn on March 21, 2002 and an Order of Preliminary
14 Injunction and Other Ancillary Relief Against Defendant Farzad Nafeiy on August 14, 2002.
15 Entry of this Consent Order of Permanent Injunction and Other Ancillary Relief would conclude
16 this action as to defendants Brian Moore ("Moore") and Dennis Heyburn ("Heyburn").

17 I.

18 CONSENTS AND AGREEMENTS

19 To effect settlement of the matters alleged in the Complaint against Moore and Heyburn
20 without a trial on the merits or any further judicial proceedings, defendants Moore and Heyburn:

- 21 1. Consent to the entry of this Consent Order of Permanent Injunction and Other
22 Equitable Relief Against Moore and Heyburn ("Order").
- 23 2. Affirm that they have each agreed to this Order voluntarily, and that no promise or
24 threat has been made by the Commission or any member, officer, agent or representative thereof,
25 or by any other person, to induce consent to this Order, other than as set forth specifically herein.
26

27
28 ¹ It is understood that MAS FX is not and never has been known as MAS Financial Services, Inc.
or MAS Financial Services, LP

1 3. Acknowledge service of the Summons and Complaint.

2 4. Do not contest jurisdiction of this Court over them and the subject matter of this
3 action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001).

4 5. Do not contest that venue properly lies with this Court pursuant to Section 6c of the
5 Act, 7 U.S.C. § 13a-1 (2001).

6 6. Waive:

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

9 b. all claims which they may possess under the Equal Access to Justice Act,
10 5 U.S.C. § 504 (1994) and 28 U.S.C. § 2412 (1994), as amended by Pub. L. No. 104-121,
11 §§ 231-32, 110 Stat. 862-63, and Part 148 of the Regulations, 17 C.F.R. § 148.1, et seq.
12 (2001), relating to, or arising from, this action; and

13 c. all rights of appeal from this Order.

14 7. By consenting to the entry of this Order, defendants Moore and Heyburn neither admit
15 nor deny the allegations of the Complaint except as to jurisdiction and venue, which they admit.
16 However, Moore and Heyburn agree that the Complaint and the findings made by this Court in
17 the Order are taken as true and correct and shall be given preclusive effect without further proof
18 only for the purpose of any subsequent bankruptcy proceeding filed by, on behalf of, or against
19 Moore and/or Heyburn for the purpose of determining whether their restitution obligation, civil
20 monetary penalty and/or other payments ordered herein are excepted from discharge.

21 8. Moore and Heyburn agree that neither they nor their agents, employees or
22 representatives acting under their authority or control will take any action or make any public
23 statement to the media denying, directly or indirectly, any allegations of the Complaint or
24 findings or conclusions in this Order, or creating or tending to create, the impression that the
25 Complaint or Order is without a factual basis; provided, however, that nothing in this provision
26 shall affect Moore and Heyburn's (i) testimonial obligations, or (ii) their right to take legal
27 positions in other proceedings to which the Commission is not a party. Moore and Heyburn will
28

1 undertake all steps necessary to assure that all of their agents, employees and representatives
2 understand and comply with this agreement.

3 9. Moore and Heyburn consent to the continued jurisdiction of this Court for the purpose
4 of enforcing the terms and conditions of this Order and for any other purposes relevant to this
5 case.

6 II.

7 FINDINGS AND CONCLUSIONS

8 The Court, being fully advised in the premises, finds that there is good cause for the entry
9 of this Consent Order and that there is no just reason to delay. The Court therefore directs the
10 entry of the findings of fact and conclusions of law below, and a permanent injunction and
11 ancillary equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), as set forth
12 herein. Moore and Heyburn do not contest and the Court finds:

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

18 2. This Court has subject matter jurisdiction over this action and the allegations in
19 the Complaint pursuant to Section 6c of the Act.

20 3. This Court has personal jurisdiction over Moore and Heyburn and Moore and
21 Heyburn have waived service of Summons and the Amended Complaint and consented to the
22 Court's jurisdiction over them.

23 4. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C.
24 § 13a-1 (2001), in that Moore and Heyburn are found in, inhabit, or transacts business in this
25 district, and the acts and practices in violation of the Act alleged to have occurred, have
26 occurred, or are occurring within this district, among other places.
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1 been conducted on or subject to the rules of a board of trade which has been
2 designated or registered by the CFTC as a contract market or derivatives
3 transaction execution facility for such commodity future, and (b) such contracts
4 have not been executed or consummated by or through such contract market, in
5 violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2001).

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

17 2. Moore and Heyburn without admitting or denying the allegations of the Complaint
18 consent to be and are permanently restrained, enjoined and prohibited from directly or indirectly:

19 a. engaging in, controlling or directing the trading for any commodity futures,
20 security futures, options, options on futures, or foreign currency options account
21 for or on behalf of any other person or entity, whether by power of attorney or
22 otherwise; and

23 b. applying for registration or claiming exemption from registration with the
24 Commission in any capacity, and engaging in any activity requiring such
25 registration or exemption from registration with the Commission, except as
26 provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002), or acting as
27 a principal, agent or any other officer or employee of any person registered,
28 exempted from registration or required to be registered with the Commission,
except as provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002).
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.

3 3. The injunctive provisions of this Order shall be binding upon Moore and Heyburn
4 upon any person insofar as he or she is acting in the capacity of officer, agent, servant or
5 employee of Moore and/or Heyburn and upon any person who receives actual notice of this
6 Order, by personal service or otherwise, insofar as he or she is acting in active concert or
7 participation with Moore and/or Heyburn.

IV.

ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT:

1. RESTITUTION: Moore shall be liable for \$2,259,403 in restitution to investors with MAS FX, FXP and FXE, and Heyburn shall be jointly and severally liable with Moore for \$480,998 of that restitution amount to investors with FXP and FXE. Moore and Heyburn shall pay post-judgment interest from the date of this Order until their restitution obligations are paid in full, at the Treasury Bill rate prevailing on the date of this Order, pursuant to 28 U.S.C. § 1961(a). Moore's restitution obligation shall be offset by any restitution made by defendant Heyburn to investors with FXP and FXE and Heyburn's restitution obligation shall be offset by any restitution made by defendant Moore to investors with FXP and FXE. In any event, Moore shall not pay total restitution of more than \$2,259,403 plus post judgment interest thereon and Heyburn shall not pay total restitution of more than \$480,998 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.

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

- a. Moore and Heyburn, shall make an annual restitution payment ("Annual Restitution Payment") pursuant to a payment plan outlined in paragraph four, below to an account designated by the Monitor for pro-rata distribution to investors of: a percentage of their adjusted gross income (as defined by the Internal Revenue Code) earned or received by them 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 their restitution amounts are paid in full from any source, whichever occurs sooner. The ten year

1 restitution period shall run from January 1, 2003 through December 31,
2 2012. Restitution payments for a calendar year shall take place by July 31
3 of the following year. Therefore, the final restitution payment for the year
4 2012 will occur on or before July 31, 2013.

- 5
- 6 b. Moore and Heyburn agree that for these purposes the National Futures
7 Association is hereby designated as the Monitor with respect to the
8 Annual Restitution Payment for a period of eleven years commencing
9 January 1, 2003. Notice to the Monitor shall be made to Daniel A.
10 Driscoll, Esq., Executive Vice President, Chief Compliance Officer, or his
11 successor, at the following address: National Futures Association, 200
12 West Madison Street, Chicago, IL 60606.
- 13
- 14 c. Moore and Heyburn shall each provide the Monitor with a sworn
15 Financial Disclosure Statement and complete copies of their signed and
16 filed federal income tax returns, including all schedules and attachments
17 thereto (e.g. IRS Forms W-2) and Forms 1099, as well as any filings they
18 are required to submit to any state tax or revenue authority, for the
19 preceding calendar year, on or before May 15 of each calendar year, or as
20 soon thereafter as the same are filed, starting in calendar year 2004 and
21 continuing for ten years or until the restitution and civil monetary penalty
22 amounts are paid in full, whichever occurs first. If they move their
23 residences at any time, they shall provide written notice of their new
24 addresses to the Monitor and the Commission, through the Director, or his
25 successor, Division of Enforcement, Commodity Futures Trading
26 Commission, at 1155 21st Street, N.W., Washington, DC 20581, within ten
27 calendar (10) days thereof.
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d. If, during the same time period, either Moore or Heyburn elect to file a joint tax return, he shall provide all documents called for by this paragraph 2, 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 Moore or Heyburn's income, that the "Adjusted Gross Income" section truly, accurately and completely identifies all deductions that Moore or Heyburn 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 Moore or Heyburn are entitled to claim on the joint tax return; provided however that Moore or Heyburn may claim 100% of the deductions contained in the "Adjusted Gross Income" section that are solely Moore or Heyburn's. Such individual tax return shall include all schedules and attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any filing required to be submitted to any state tax or revenue authority.

e. Based on the information contained in Moore and Heyburn's tax returns and to the extent they are provided, sworn financial statements, and other financial records of Moore and Heyburn, the Monitor shall calculate the Annual Restitution Payment to be paid by Moore and Heyburn for that year and the specific amounts payable to each investor. On or before June 30 of each year and starting in calendar year 2004, the Monitor shall send written notice to Moore and Heyburn with instructions to pay the Annual Restitution Payment on or before July 31 of that year to an

1 account designated by the Monitor in accordance with the payment
2 instructions in paragraph 4, below. If the Monitor determines that an
3 Annual Restitution Payment is due, then the Monitor will increase the
4 amount of the remaining restitution payment by post-judgment interest
5 calculated to the date of payment based on the total remaining restitution
6 obligation pursuant to 28 U.S.C. § 1961. The Monitor shall then disburse
7 any payment by Moore or Heyburn to the investors in the appropriate pro
8 rata amounts according to Attachment A. Based upon the amount of funds
9 available, the Monitor may decide to defer distribution. If at the end of the
10 ten year payment period, any amount of the Annual Restitution Payment
11 has not been distributed, that amount shall instead be immediately
12 distributed.
13

14
15 3. CIVIL MONETARY PENALTY: Moore shall pay a contingent civil monetary
16 penalty ("CMP") of \$490,047, and Heyburn shall pay a contingent CMP of \$215,370 pursuant
17 to the payment plan outlined in Paragraph 4 below, commencing on their fulfillment or the
18 discharge of their total restitution obligations as set forth in paragraphs 1 and 2 above. However,
19 any funds paid toward their restitution obligations as outlined in paragraphs 1 and 2 above shall
20 reduce their civil monetary penalty amounts dollar for dollar. If the total they have paid in
21 restitution is equal to or greater than the amount of their civil monetary penalties at the end of the
22 ten year payment period, then their civil monetary penalties will be considered paid in full.
23 Otherwise, the amount of their contingent civil monetary penalty unpaid at the end of the ten
24 year payment period shall continue as a judgment against them. If their restitution obligations
25 are paid in full before the end of the ten year payment period, then Moore and Heyburn will each
26 begin paying their civil monetary penalties pursuant to the payment plan outlined in paragraph 4
27 below until the conclusion of the ten year payment period. Moore and Heyburn shall make any
28

1 such Annual CMP payment by electronic funds transfer, or by U.S. postal money order, certified
 2 check, bank cashier's check, or bank money order, made payable to the Commodity Futures
 3 Trading Commission, and sent to Dennese Posey, or her successor, Division of Enforcement,
 4 Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W.,
 5 Washington, DC 20581, under cover of a letter that identifies Moore and/or Heyburn and the
 6 name and docket number of the proceeding; Moore and/or Heyburn shall simultaneously
 7 transmit a copy of the cover letter and the form of payment to the Monitor and to the Director,
 8 Division of Enforcement, Commodity Futures Trading Commission, at the following address:
 9 1155 21st Street, NW, Washington, DC 20581.

11 4. ANNUAL PAYMENT: The Annual Payment (Annual Restitution payments and
 12 Annual CMP payments) for Moore and Heyburn shall be calculated as follows:

a.	Where Adjusted Gross Income Plus Net Cash Receipts Total:	Percent of total to be paid by Moore and Heyburn is:
b.	Under \$25,000.00	0%
Mo	\$25,000.00 up to and including \$50,000.00	20% of the amount between \$25,000 and \$50,000
ore	\$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.
	Above \$100,000	\$20,000 (20% of \$25,000 plus 30% of \$50,000) plus 40% of the amount above \$100,000

23 Moore and Heyburn shall cooperate fully and expeditiously with the Monitor and the
 24 Commission in carrying out all duties with respect to the Annual Restitution and CMP
 25 Payments. They shall cooperate fully with the Monitor and the Commission in explaining their
 26 financial income and earnings, status of assets, financial statements, asset transfers and tax
 27 returns, and shall provide any financial information concerning themselves as may be required
 28 by the Commission and/or the Monitor. Furthermore, Moore and Heyburn shall provide such

1 additional information and documents with respect thereto as may be requested by the
2 Commission and/or the Monitor.

3 5. COLLATERAL AGREEMENTS: Moore and Heyburn shall each immediately
4 notify the Commission and the Monitor if they make or have previously made any agreement
5 with any investor obligating them to make payments outside of this Order. Moore and Heyburn
6 shall also provide immediate evidence of any payments made pursuant to such agreement in the
7 manner required by paragraph 3 above. Upon being notified of any payments made by Moore
8 and Heyburn to investors outside of this Order, the Commission and the Monitor shall reduce
9 and offset Moore and/or Heyburn's obligations to specified investors, on an annual basis, and
10 make any other changes to Attachment A that it deems appropriate.

11 6. TRANSFER OF ASSETS: Neither Moore or Heyburn shall transfer or cause others to
12 transfer funds or other property to the custody, possession, or control of any other person for the
13 purpose of concealing such funds from the Court, the Commission, the Monitor or any investor
14 or until the restitution and CMP amounts have been paid in full.

15 7. DEFAULT: Any failure by Moore and/or Heyburn to carry out any of the terms,
16 conditions or obligations under any paragraph of this Order shall constitute an Event of Default.
17 If any Event of Default occurs the Commission (or its designee) shall be entitled to:

- 18
- 19 a. an order from this Court requiring immediate payment of any unpaid Annual
20 Payments, or, at the Commission's option, the entire unpaid balance, or any
21 unpaid portion, of the restitution and CMP amounts set forth above in
22 paragraphs 1- 4; and/or
23
- 24 b. move the Court for imposition of all other available remedies, including, but
25 not limited to; an order holding Moore and/or Heyburn in contempt for
26 violation of this Order.

27 Upon the occurrence of an Event of Default based upon a claim or cause of action that
28 Moore and/or Heyburn failed to make any Annual Payments when due, Moore and/or Heyburn

1 will be barred from asserting any defense, including expiration of any statute of limitations,
2 waiver, estoppel or laches, where such defense is based on the alleged failure of the Commission
3 to pursue such claims or causes of action during the pendency of this civil action, during the
4 negotiation of Moore and/or Heyburn's consent to this Order or while this Order remains in
5 effect. The only issue that Moore or Heyburn may raise in defense is whether they have made
6 the Annual Payments as directed by the Monitor. Any motion by the Commission for entry of
7 an order pursuant to this paragraph requiring payment of less than the full amount of restitution
8 and/or civil monetary penalties, set forth in paragraphs 1 through 4 above, or any acceptance by
9 the Commission of partial payment of the Annual Payments made by Moore and/or Heyburn,
10 shall not be deemed a waiver of the Commission's right to require Moore and/or Heyburn to
11 make further payments pursuant to the payment plans set forth above, or, in the event of a further
12 Event of Default, a waiver of the Commission's right to require immediate payment of the entire
13 remaining balance, or any unpaid portion, of the restitution or civil monetary penalty amounts set
14 forth in paragraphs 1 through 4 above.
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17 8. Based upon Moore and Heyburn's sworn representations in their Financial
18 Accountings dated July 31, 2002, and June 21, 2002 respectively and other evidence Moore and
19 Heyburn provided to the Commission regarding their financial conditions, the Court is not
20 requiring Moore or Heyburn to make an immediate payment of the full restitution or civil
21 monetary penalty amounts. This determination is contingent upon the accuracy and
22 completeness of Moore and Heyburn's Financial Accountings dated July 31, 2002, and June 21,
23 2002 respectively, and other evidence Moore and Heyburn provided to the Commission
24 regarding their financial conditions. If at any time following the entry of this Order, the
25 Commission obtains information indicating that Moore and/or Heyburn's representations
26 concerning their financial conditions were fraudulent, misleading, inaccurate or incomplete in
27 any material respect as of the time such representations were made, the Commission may move
28

1 this Court for an order requiring Moore and/or Heyburn to make immediate payment of the full
2 restitution and civil monetary penalty amounts or any restitution or civil monetary penalty
3 amounts beyond the amounts paid pursuant to paragraphs 1 - 4 above. In connection with any
4 such motion, the only issues shall be whether the financial information Moore and Heyburn
5 provided was fraudulent, misleading, inaccurate or incomplete in any material respect as of the
6 time such representations were made. In its motion, the Commission may move this Court to
7 consider all available remedies, including, but not limited to, ordering Moore and/or Heyburn to
8 pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Order,
9 and the Commission may also request additional discovery. Moore and/or Heyburn may not, by
10 way of defense to such motion, challenge the validity of their consent to this Order, or contest any
11 of the findings of fact or conclusions of law set forth in this Order, assert that restitution, payment of
12 a civil monetary penalties or immediate payment of their remaining restitution or civil monetary
13 penalty obligation should not be ordered, or contest the amount of the restitution or civil monetary
14 penalty to be paid. If in such motion the Commission moves for, and the Court orders, payment of
15 less than the full amount of the restitution obligation or the full amount of civil monetary penalties,
16 such motion will not be deemed a waiver of the Commission's right to require Moore and/or
17 Heyburn to make further payments pursuant to the payment plan set forth above.
18
19

20
21 V.

22 **MISCELLANEOUS PROVISIONS**

23 A. ENTIRE AGREEMENT, AMENDMENTS and SEVERABILITY. This Order
24 incorporates all of the terms and conditions of the settlement among the parties. Nothing shall
25 serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing,
26 (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order
27 or the application of any provision or circumstance is held invalid, the remainder of this Order
28 shall not be affected by the holding.

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

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

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

10 There being no just reason for delay, the Clerk of the Court is hereby directed to enter
 11 this Consent Order of Permanent Injunction and Other Equitable Relief Against Brian Moore and
 12 Dennis Heyburn.
 13

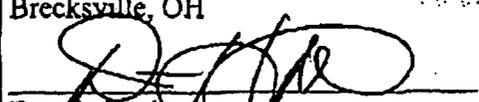
14 ORDERED this 24 day of March, 2003.

15
 16 David O. Carter
 17 UNITED STATES DISTRICT JUDGE

18 Consented to and approved for entry by:

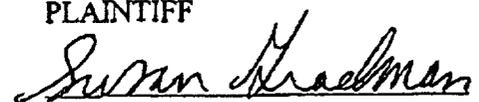
19 DEFENDANTS

20 
 21 Brian Moore
 11209 Chippewa
 22 Brecksville, OH

23 
 24 Dennis Heyburn
 996 Oakand Avenue
 25 Akron, Ohio

26 
 27 David W. Kenna
 Mound Cotton Wollan & Greengrass
 28 Attorneys for Defendants
 One Battery Park Plaza
 New York, NY 10004

PLAINTIFF

29 
 Susan Gradman
 Attorney For Plaintiff
 Commodity Futures Trading
 Commission

CFTC v. MAS FX, et al.
CUSTOMER RESTITUTION SCHEDULE
ATTACHMENT A

MAS GROUP OF COMPANIES

YEAR ENDED DECEMBER 31, 2001

(By Alphabetical Order of Name)

ENTITY	CUSTOMER NAME	OUTSTANDING BALANCE OF RESTITUTION	PERCENTAGE OF PRO RATA DISTRIBUTION
Pacific	Agmen-Smith, Barbara	\$23,064.24	1.02%
MAS	Anderson, Dale	\$867.34	0.04%
MAS	Anderson, Shane	\$17,835.98	0.79%
MAS	Ball, Roger Lee	\$1,131.17	0.05%
MAS	Bell, Kerry	\$80,998.94	3.58%
Pacific	Bodsworth, Anthony E	\$11,711.66	0.52%
East	Bond, Simon	\$26,741.93	1.18%
East	Boston, Peter	\$34,876.78	1.54%
Pacific	Briggs Holdings Ltd.	\$374,772.55	16.59%
Pacific	Brown, Kevin	\$6,675.44	0.30%
East	Carle, Shane D.	\$40,112.89	1.78%
East	Carter, John	\$88,930.03	3.94%
Pacific	Crawford, Peter R	\$29,497.20	1.31%
Pacific	Dayal, Mukesh	\$25,543.34	1.13%
Pacific	Degroff, Gregory	\$5,896.76	0.26%
Pacific	Diack, Ronald James	\$31,746.00	1.41%
Pacific	Drangools, Stewart	\$13,373.64	0.59%
Pacific	Finn, Harry E.	\$13,387.03	0.59%
Pacific	Flavall, Russell S	\$13,360.25	0.59%
MAS	Ford, Earle R	\$13,387.03	0.59%
Pacific	Fordyce, Keith	\$130,984.00	5.80%
Pacific	Frederickson, Kelvin W	\$12,838.79	0.57%
Pacific	Gooden, A Rick	\$12,262.40	0.54%
East	Heath, Aaron	\$8,908.62	0.39%
East	Hollis, Sharon	\$40,768.41	1.80%
MAS	Holsteins, Inglis	\$13,387.03	0.59%
Pacific	Huber, Angelica	\$26,747.28	1.18%
Pacific	James, Ronald	\$49,069.71	2.17%
Pacific	Jones, George W	\$2,736.31	0.12%
Pacific	Judd, Ian	\$22,279.59	0.99%
Pacific	Lewis, Lynnfield	\$6,523.72	0.29%
Pacific	MacFarlane, Simon	\$8,911.30	0.39%
MAS	Marcus, Jay	\$13,387.03	0.59%
East	Marian Developments Ltd.	\$43,974.15	1.95%
Pacific	Mignot, Andrew	\$22,284.94	0.99%
Pacific	MJC Investment Holdings	\$6,680.13	0.30%
MAS	MJV Construction Corp.	\$44,623.43	1.98%
Pacific	Mullen, James	\$17,353.83	0.77%
Pacific	Patrick, Robert	\$3,013.64	0.13%
East	Peter J Lobbs Associates	\$13,369.18	0.59%
Pacific	Peterson, Scott	\$60,630.08	2.68%

CFTC v. MAS FX, et al.
CUSTOMER RESTITUTION SCHEDULE
ATTACHMENT A

MAS GROUP OF COMPANIES

YEAR ENDED DECEMBER 31, 2001

(By Alphabetical Order of Name)

ENTITY	CUSTOMER NAME	OUTSTANDING BALANCE OF RESTITUTION (\$2,289,403.00)	PERCENTAGE OF PRO RATA DISTRIBUTION
MAS	Porter, David G	\$13,387.03	0.59%
Pacific	Redman, Graeme G	\$171,931.64	7.61%
Pacific	Ruby, Bradway Trust	\$8,889.43	0.39%
Pacific	Sampsons Super Fund	\$1,416.79	0.06%
East	Samuels, Peter	\$35,682.68	1.58%
MAS	Sharkoff, Donald	\$258,815.89	11.46%
East	Splikerman, Stephen	\$8,527.54	0.38%
MAS	Spring, Jerry G	\$17,849.37	0.79%
Pacific	Stephens, Isaac	\$13,387.03	0.59%
East	Struwe, William Bjoem	\$70,827.58	3.13%
East	Tickner, Ronald E	\$142,741.43	6.32%
Pacific	Tuatara Management Ltd.	\$13,370.96	0.59%
MAS	Wilcox, Barry	\$26,741.93	1.18%
MAS	Wildman, Libby	\$6,885.42	0.30%
MAS	Wilson, Rusty	\$33,205.10	1.47%
East	Wimmera Malee Ag.	\$21,121.38	0.93%
07	TOTALS	\$2,289,403.00	100.00%