

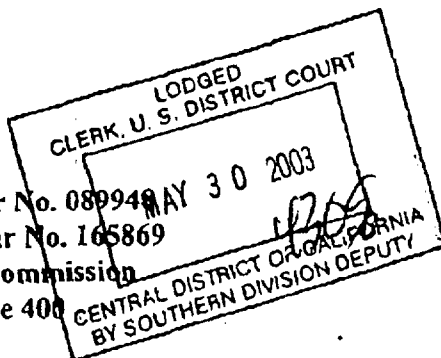
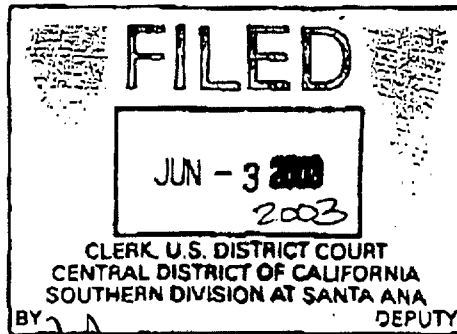
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15 UNITED STATES DISTRICT COURT
 16 CENTRAL DISTRICT OF CALIFORNIA
 17 SOUTHERN DIVISION



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

18 COMMODITY FUTURES TRADING COMMISSION,

19 Plaintiff,

20 vs.

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

Defendants.

Case No.
 SACV 02-173-DOC(ANX) ✓

CONSENT ORDER OF PERMANENT
 INJUNCTION AND OTHER
 ANCILLARY RELIEF AGAINST
 DEFENDANT CHRISTIAN WEBER



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,

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
14 Christian Weber ("Weber").

15 I.

16 CONSENTS AND AGREEMENTS

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

19 1. Consents to the entry of this Consent Order of Permanent Injunction and Other
20 Equitable Relief Against Weber ("Order").

21 2. Affirms that he has agreed to this Order voluntarily, and that no promise or threat has
22 been made by the Commission or any member, officer, agent or representative thereof, or by any
23 other person, to induce consent to this Order, other than as set forth specifically herein.

24 3. Acknowledges service of the Summons and Complaint.

25 4. Admits jurisdiction of this Court over them and the subject matter of this action
26 pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001).
27
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 Weber neither admits nor denies
15 the allegations of the Complaint except as to jurisdiction and venue, which he admits. However,
16 Weber agrees that the allegations of the Complaint and the findings made by this Court in the
17 Order are taken as true and correct and shall be given preclusive effect without further proof only
18 for the purpose of any subsequent bankruptcy proceeding filed by, on behalf of, or against Weber
19 for the purpose of determining whether his restitution obligation, civil monetary penalty and/or
20 other payments ordered herein are excepted from discharge. Further, if Weber at any time files,
21 or has filed on his behalf, or has filed against him, any bankruptcy proceeding in which he seeks
22 to discharge his restitution obligation, the full unpaid amount of the civil monetary penalty shall
23 be accelerated and become immediately due and owing.

24 8. Weber agrees that neither he nor his agents, employees or representatives acting under
25 his authority or control will take any action or make any public statement denying, directly or
26 indirectly, any allegations of the Complaint or findings or conclusions in this Order, or creating
27 or tending to create, the impression that the Complaint or Order is without a factual basis;
28 provided, however, that nothing in this provision shall affect Weber's (i) testimonial obligations,

1 or (ii) his right to take legal positions in other proceedings to which the Commission is not a
2 party. Weber will undertake all steps necessary to assure that all of his agents, employees and
3 representatives understand and comply with this agreement.

4 9. Weber consents to the continued jurisdiction of this Court for the purpose of enforcing
5 the terms and conditions of this Order and for any other purposes relevant to this 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.
13

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

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

21 3. This Court has personal jurisdiction over Weber and Weber has waived service of
22 Summons and the Amended Complaint and consented to the Court's jurisdiction over him.

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 Weber is found in, inhabits, or transacts business in this district, and the
25 acts and practices in violation of the Act have occurred, are occurring, or are about to occur
26 within this district, among other places.
27
28

1 5. The Commission and Weber have agreed that this Court shall retain jurisdiction
2 over each of them for the purpose of enforcing the terms of this Consent Order.

3 6. Plaintiff Commodity Futures Trading Commission is an independent federal
4 regulatory agency charged with the responsibility for administering and enforcing the provisions
5 of the Act and Regulations promulgated under it.

6 7. Christian Weber resides in Huntington Beach, California. He was a co-owner of
7 FXA, FXE and FXP, until April 2001, when he sold his ownership interests in the three
8 companies to Heyburn. From January 1, 2001 through December 31, 2001, Weber was a co-
9 owner of MAS FX. Weber has never been registered with the Commission in any capacity.
10

11 8. During the period January 1, 2001 through the present time, Weber violated
12 Sections 4(a) and 4b(a)(i) and (iii) of the of the Act, 7 U.S.C. §§ 6(a) and 6b(a)(i) and (iii)
13 (2001), and Commission Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3) (2002).

14 III.

15 ORDER FOR PERMANENT INJUNCTION

16 Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, IT IS HEREBY ORDERED THAT:

17 1. Weber is permanently restrained, enjoined and prohibited from directly or indirectly:

18 a. offering to enter into, entering into, executing, confirming the execution of, or
19 conducting any office or business anywhere in the United States, its territories or
20 possessions, for the purpose of soliciting or accepting any order for, or otherwise
21 dealing in, any transactions in, or in connection with, a contract for the purchase
22 or sale of a commodity for future delivery when: (a) such transactions have not
23 been conducted on or subject to the rules of a board of trade which has been
24 designated or registered by the CFTC as a contract market or derivatives
transaction execution facility for such commodity future, and (b) such contracts
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).

25 b. cheating or defrauding or attempting to cheat or defraud other persons, and
26 willfully deceiving or attempting to deceive other persons by any means
27 whatsoever, in or in connection with any order to make, or the making of, any
28 contract of sale of any commodity for future delivery, made, or to be made, for or
on behalf of any other person if such contract for future delivery is or may be used
for (A) hedging any transaction in interstate commerce in such commodity or the
products or byproducts thereof, or (B) determining the price basis of any
transaction in interstate commerce in such commodity, or (C) delivering any such

1 commodity sold, shipped, or received in interstate commerce for the fulfillment
2 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).

3 2. Weber is permanently restrained, enjoined and prohibited from directly or indirectly:

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

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

8 c. applying for registration or claiming exemption from registration with the
9 Commission in any capacity, and engaging in any activity requiring such
10 registration or exemption from registration with the Commission, except as
11 provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002), or acting as
12 a principal, agent or any other officer or employee of any person registered,
13 exempted from registration or required to be registered with the Commission,
14 except as provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002).
15 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
16 compensation, except as provided for in Regulation 4.14 (a)(9), 17 C.F.R.
17 § 4.14(a)(9) (2002), or soliciting prospective customers, related to the purchase or
18 sale of any commodity futures, security futures, options, options on futures, or
19 foreign currency futures.

20 3. The injunctive provisions of this Order shall be binding upon Weber upon any person
21 insofar as he or she is acting in the capacity of officer, agent, servant or employee of Weber and
22 upon any person who receives actual notice of this Order, by personal service or otherwise,
23 insofar as he or she is acting in active concert or participation with Weber.

24 IV.

25 ORDER FOR OTHER EQUITABLE RELIEF

26 IT IS FURTHER ORDERED THAT:

27 1. RESTITUTION: Weber shall be liable for \$2,259,403 in restitution to investors with
28 MAS FX, FXP and FXE. Weber 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). The persons to whom the restitution amounts shall
be paid, and pro rata distribution percentages by which each investor shall be paid from any

1 restitution made are set forth in attachment A hereto. Omission from Attachment A shall in no
2 way limit the ability of any investor from seeking recovery from Weber or any other person or
3 entity. Further, the amounts contained in Attachment A shall not limit the ability of any investor
4 from proving that a greater amount is owed from Weber or any other person or entity, and
5 nothing herein shall be construed in any way to limit or abridge the rights of any investor that
6 exist under state or common law.

7
8 2. PAYMENT OF RESTITUTION: Restitution shall be paid as follows:

9 a. Weber shall make an annual restitution payment ("Annual Restitution
10 Payment") to an account designated by the Monitor for pro-rata
11 distribution to investors of: a percentage of their adjusted gross income
12 (as defined by the Internal Revenue Code) earned or received by them
13 during the previous calendar year. The Annual Restitution Payment shall
14 be made on or before July 31 of each calendar year, starting in calendar
15 year 2004 and continuing for ten years or until their restitution amounts
16 are paid in full from any source, whichever occurs sooner. The ten year
17 restitution period shall run from January 1, 2003 through December 31,
18 2012. Restitution payments for a calendar year shall take place by July 31
19 of the following year. Therefore, the final restitution payment for the year
20 2012 will occur on or before July 31, 2013.

21
22 b. Weber agrees that for these purposes the National Futures Association is
23 hereby designated as the Monitor with respect to the Annual Restitution
24 Payment for a period of eleven years commencing January 1, 2003.
25 Notice to the Monitor shall be made to Daniel A. Driscoll, Esq., Executive
26 Vice President, Chief Compliance Officer, or his successor, at the
27 following address: National Futures Association, 200 West Madison
28 Street, Chicago, IL 60606.

- 1
- 2 c. Weber shall provide the Monitor with a sworn Financial Disclosure
- 3 Statement and complete copies of his signed and filed federal income tax
- 4 returns, including all schedules and attachments thereto (e.g. IRS Forms
- 5 W-2) and Forms 1099, as well as any filings they are required to submit to
- 6 any state tax or revenue authority, for the preceding calendar year, on or
- 7 before May 15 of each calendar year, or as soon thereafter as the same are
- 8 filed, starting in calendar year 2004 and continuing for ten years or until
- 9 the restitution and civil monetary penalty amounts are paid in full,
- 10 whichever occurs first. If he moves his residence at any time, he shall
- 11 provide written notice of his new addresses to the Monitor and the
- 12 Commission, through the Director, or his successor, Division of
- 13 Enforcement, Commodity Futures Trading Commission, at 1155 21st
- 14 Street, N.W., Washington, DC 20581, within ten calendar (10) days
- 15 thereof.
- 16
- 17
- 18 d. If, during the same time period, Weber elects to file a joint tax return, he
- 19 shall provide all documents called for by this paragraph 2, including the
- 20 signed and filed joint tax return, plus a draft individual tax return prepared
- 21 on IRS Form 1040 containing a certification by a licensed certified public
- 22 accountant that the "Income" section (currently lines 7-22 of Form 1040)
- 23 truly, accurately and completely reflects all of Weber's income, that the
- 24 "Adjusted Gross Income" section truly, accurately and completely
- 25 identifies all deductions that Weber has a right to claim, and that the
- 26 deductions contained in the "Adjusted Gross Income" section are equal to
- 27 or less than 50% of the deductions that Weber is entitled to claim on the
- 28

1 joint tax return; provided however that Weber may claim 100% of the
2 deductions contained in the "Adjusted Gross Income" section that are
3 solely Weber's. Such individual tax return shall include all schedules and
4 attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any
5 filing required to be submitted to any state tax or revenue authority.
6

7 e. Based on the information contained in Weber's tax returns and to the
8 extent they are provided, sworn financial statements, and other financial
9 records of Weber, the Monitor shall calculate the Annual Restitution
10 Payment to be paid by Weber for that year and the specific amounts
11 payable to each investor. On or before June 30 of each year and starting in
12 calendar year 2004, the Monitor shall send written notice to Weber with
13 instructions to pay the Annual Restitution Payment on or before July 31 of
14 that year to an account designated by the Monitor in accordance with the
15 payment instructions in paragraph 4, below. If the Monitor determines
16 that an Annual Restitution Payment is due, then the Monitor will increase
17 the amount of the remaining restitution payment by post-judgment interest
18 calculated to the date of payment based on the total remaining restitution
19 obligation pursuant to 28 U.S.C. § 1961. The Monitor shall then disburse
20 any payment by Weber to the investors in the appropriate pro rata amounts
21 according to Attachment A. Based upon the amount of funds available,
22 the Monitor may decide to defer distribution. If at the end of the ten year
23 payment period, any amount of the Annual Restitution Payment has not
24 been distributed, that amount shall instead be immediately paid.
25
26
27

28 3. CIVIL MONETARY PENALTY: Weber shall pay a contingent civil monetary
penalty ("CMP") of \$504,281, pursuant to the payment plan outlined in Paragraph 4 below,

1 commencing on his fulfillment or the discharge of his total restitution obligations as set forth in
2 paragraphs 1 and 2 above. However, any funds paid toward his restitution obligation as outlined
3 in paragraphs 1 and 2 above shall reduce his civil monetary penalty amount dollar for dollar. If
4 the total he has paid in restitution is equal to or greater than the amount of his civil monetary
5 penalty at the end of the ten year payment period, then his civil monetary penalty will be
6 considered paid in full. Otherwise, the amount of his contingent civil monetary penalty unpaid at
7 the end of the ten year payment period shall continue as a judgment against him. If his
8 restitution obligation is paid in full before the end of the ten year payment period, then Weber
9 will begin paying his civil monetary penalty pursuant to the payment plan outlined in paragraph
10 4 below until the conclusion of the ten year payment period. Weber shall make any such Annual
11 CMP payment by electronic funds transfer, or by U.S. postal money order, certified check, bank
12 cashier's check, or bank money order, made payable to the Commodity Futures Trading
13 Commission, and sent to Dennese Posey, or her successor, Division of Enforcement, Commodity
14 Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, DC
15 20581, under cover of a letter that identifies Weber and the name and docket number of the
16 proceeding; Weber shall simultaneously transmit a copy of the cover letter and the form of
17 payment to the Monitor and to the Director, Division of Enforcement, Commodity Futures
18 Trading Commission, at the following address: 1155 21st Street, NW, Washington, DC 20581.

21 4. ANNUAL PAYMENT: The Annual Payment (Annual Restitution payments and
22 Annual CMP payments) for Weber shall be calculated as follows:
23
24
25
26
27
28

1	a.	Where Adjusted Gross Income Plus Net Cash Receipts Total:	Percent of total to be paid by Weber is:
2			
3		Under \$25,000.00	0%
4		\$25,000.00 up to and including \$50,000.00	20% of the amount between \$25,000 and \$50,000
5			
6		\$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.
7			
8			
9		Above \$100,000	\$20,000 (20% of \$25,000 plus 30% of \$50,000) plus 40% of the amount above \$100,000
10			

11

12 b. Weber shall cooperate fully and expeditiously with the Monitor and the

13 Commission in carrying out all duties with respect to the Annual

14 Restitution and CMP Payments. They shall cooperate fully with the

15 Monitor and the Commission in explaining their financial income and

16 earnings, status of assets, financial statements, asset transfers and tax

17 returns, and shall provide any financial information concerning themselves

18 as may be required by the Commission and/or the Monitor. Furthermore,

19 Weber shall provide such additional information and documents with

20 respect thereto as may be requested by the Commission and/or the

21 Monitor.

22 5. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil

23 Procedure, each of the individuals identified in Attachment A is explicitly made an intended

24 third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain

25 satisfaction of any portion of the restitution amounts which has not been paid by Weber, to

26 ensure continued compliance with any provision of this Order and to hold Weber in contempt for

27 any past violations of any provision of this Order.

28 6. COLLATERAL AGREEMENTS: Weber shall each immediately notify the

Commission and the Monitor if they make or have previously made any agreement with any

1 investor obligating them to make payments outside of this Order. Weber shall also provide
2 immediate evidence of any payments made pursuant to such agreement in the manner required
3 by paragraph 3 above. Upon being notified of any payments made by Weber to investors outside
4 of this Order, the Commission and the Monitor shall reduce and offset Weber's obligations to
5 specified investors, on an annual basis, and make any other changes to Attachment A that it
6 deems appropriate.

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

11 8. DEFAULT: Any failure by Weber to carry out any of the terms, conditions or
12 obligations under any paragraph of this Order shall constitute an Event of Default. If any Event
13 of Default occurs the Commission (or its designee) shall be entitled to:
14

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

22 Upon the occurrence of an Event of Default based upon a claim or cause of action that
23 Weber failed to make any Annual Payments when due, Weber will be barred from asserting any
24 defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such
25 defense is based on the alleged failure of the Commission to pursue such claims or causes of
26 action during the pendency of this civil action, during the negotiation of Weber's consent to this
27 Order or while this Order remains in effect. The only issue that Weber may raise in defense is
28 whether they have made the Annual Payments as directed by the Monitor. Any motion by the

1 Commission for entry of an order pursuant to this paragraph requiring payment of less than the
2 full amount of restitution and/or civil monetary penalties, set forth in paragraphs 1 through 4
3 above, or any acceptance by the Commission of partial payment of the Annual Payments made
4 by Weber, shall not be deemed a waiver of the Commission's right to require Weber to make
5 further payments pursuant to the payment plans set forth above, or, in the event of a further
6 Event of Default, a waiver of the Commission's right to require immediate payment of the entire
7 remaining balance, or any unpaid portion, of the restitution or civil monetary penalty amounts set
8 forth in paragraphs 1 through 4 above.

10 9. Based upon Weber's sworn representations in his Financial Accounting dated
11 November 14, 2002 and other evidence Weber provided to the Commission regarding his
12 financial condition, the Court is not requiring Weber to make an immediate payment of the full
13 restitution or civil monetary penalty amount. This determination is contingent upon the accuracy
14 and completeness of Weber's Financial Accounting dated November 14, 2002, and other
15 evidence Weber provided to the Commission regarding his financial condition. If at any time
16 following the entry of this Order, the Commission obtains information indicating that Weber's
17 representations concerning his financial condition was fraudulent, misleading, inaccurate or
18 incomplete in any material respect as of the time such representations were made, the
19 Commission may move this Court for an order requiring Weber to make immediate payment of
20 the full restitution and civil monetary penalty amounts or any restitution or civil monetary
21 penalty amounts beyond the amounts paid pursuant to paragraphs 1 - 4 above. In connection
22 with any such motion, the only issues shall be whether the financial information Weber provided
23 was fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such
24 representations were made. In its motion, the Commission may move this Court to consider all
25 available remedies, including, but not limited to, ordering Weber to pay funds or assets, directing
26 the forfeiture of any assets, or sanctions for contempt of this Order, and the Commission may
27
28

1 also request additional discovery. Weber may not, by way of defense to such motion, challenge
2 the validity of their consent to this Order, or contest any of the findings of fact or conclusions of law
3 set forth in this Order, assert that restitution, payment of a civil monetary penalties or immediate
4 payment of their remaining restitution or civil monetary penalty obligation should not be ordered, or
5 contest the amount of the restitution or civil monetary penalty to be paid. If in such motion the
6 Commission moves for, and the Court orders, payment of less than the full amount of the restitution
7 obligation or the full amount of civil monetary penalties, such motion will not be deemed a waiver
8 of the Commission's right to require Weber to make further payments pursuant to the payment plan
9 set forth above.
10

11 V.

12 **MISCELLANEOUS PROVISIONS**

13
14 A. ENTIRE AGREEMENT, AMENDMENTS and SEVERABILITY. This Order
15 incorporates all of the terms and conditions of the settlement among the parties. Nothing shall
16 serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing,
17 (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order
18 or the application of any provision or circumstance is held invalid, the remainder of this Order
19 shall not be affected by the holding.

20
21 B. WAIVER. The failure of any party at any time or times to require performance of
22 any provision hereof shall in no manner affect the right of such party at a later time to enforce
23 the same or any other provision of this Order. No waiver in one or more instances of the breach
24 of any provision contained in this Order shall be deemed to be, or construed as, a further or
25 continuing waiver of such breach or waiver of the breach of any other provision of this Order.

26
27 C. SUCCESSORS AND ASSIGNS. This Order shall inure to the benefit of and be
28 binding on the parties' successors, assigns, heirs, beneficiaries and administrators.

D. JURISDICTION. This Court shall retain jurisdiction of this cause to assure

1 compliance with this Order and for all other purposes related to this action.

2 There being no just reason for delay, the Clerk of the Court is hereby directed to enter
3 this Consent Order of Permanent Injunction and Other Equitable Relief Against Christian Weber.

4

5

ORDERED this 3rd day of June, 2003.

6

7

8

Maurel O. Carter
UNITED STATES DISTRICT JUDGE

9

10

11

12

Consented to and approved for entry by:

13

DEFENDANTS

14

Christian Weber

Christian Weber
21551 Brookhurst Street, Apt. 123
Huntington Beach, CA 92646

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PLAINTIFF

Susan Gradman

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
		\$2,291,762.01	
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	\$80,996.94	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	\$130,964.00	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%
MAS	Hutton, Lehard	\$34,359.64	0.00%
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	Marlan 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	PERCENTAGE OF PRO RATA DISTRIBUTION
		\$2,293,762.64	
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 Bjoern	\$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%
58	TOTALS	\$2,293,762.64	100.00%

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Attorneys for Plaintiff Commodity Futures Trading Commission

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

vs.

FX ADVISORS, LLC, FX ADVISORS
EAST, LLC, FX ADVISORS PACIFIC,
LLC, MAS FX LLC, formerly known as
MAS FINANCIAL SERVICES, INC,
GLOBAL EQUITY MANAGEMENT
GROUP, LLC, BRIAN MOORE, RON
ROZILLIO, DENNIS HEYBURN, DON
LAKIN, FARZAD NAFEIY AND
CHRISTIAN WEBER,

Defendants.

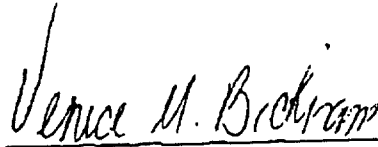
Case No. SACV-02-173-DOC(ANX)

CERTIFICATE OF SERVICE

See Attached Service List

CERTIFICATE OF SERVICE

The undersigned certifies that on May 29, 2003, she caused copies of the attached **Consent Order of Permanent Injunction and Other Ancillary Relief Against Defendant Christian Weber**, to be served upon all parties and counsel of record to the addresses shown by the method reflected on the attached service list.



Venice M. Bickham
Paralegal Specialist

CFTC v. MAS FX, LLC, et al.**SERVICE LIST****COUNSEL FOR PARTIES****VIA U.S. MAIL**

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FX Advisors East, LLC
FX Advisors Pacific, LLC
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