

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

**U.S. COMMODITY FUTURES TRADING
COMMISSION,**

Plaintiff,

v.

Case No: 6:12-cv-1095-Orl-31TBS

**ALTAMONT GLOBAL PARTNERS,
LLC, JOHN G. WILKINS, PHILIP LEON
and PAUL RANGEL,**

Defendants.

AMENDED FINAL DEFAULT JUDGMENT WITH PERMANENT INJUNCTION

Upon consideration of this Court's recent order granting Plaintiff's Motion for Entry of Default Final Judgment (Doc. No. 94), it is

ORDERED that

1. Altamonte Global Partners, LLC ("AGP") and John G. Wilkins ("Wilkins") are permanently restrained, enjoined, and prohibited from directly or indirectly:
 - a. cheating or defrauding, or attempting to cheat or defraud, other persons in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery or any forex contract (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, 7 U.S.C. § 2(c)(2)(B) and 2(c)(2)(C)(i) (2012) (forex contract) that is made, or to be made, for or on behalf of, or with, any other person in violation of Section 4b of the Act, 7 U.S.C. § 6b (2012);
 - b. employing any device, scheme or artifice to defraud any participant or prospective participant or engaging in any transaction, practice, or course of business

which operates as a fraud or deceit upon any client or participant or prospective participant in violation of Section 4Q(1) of the Act, 7 U .S.C. § 6Q(1) (2012);

c. cheating or defrauding, or attempting to cheat or defraud, other persons, or willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record, or willfully to deceive or attempt to deceive any person whatsoever in or in connection with any retail forex transaction in violation of Regulation 5.2(b)(1)-(3), 17 C.F.R. § 5.2(b)(1)-(3) (2013);

d. trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, 7 U.S.C. § 1 a (2012));

e. entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3 (hh), 17 C.F.R.; § 1.3(hh) (2013)) ("commodity options"), swaps (as that term is defined in Section 1a(47) of the Act, 7 U.S.C. § 1a(47) (Supp. V 201 1), and as further defined by Commission Regulation 1.3(xxx), 17 C.F.R. § 1.3 (xxx) (2012)) ("swaps"), security futures products, and/or forex contracts for his own personal account or for any account in which he has a direct or indirect interest;

f. having any commodity futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts traded on his behalf;

g. controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts;

h. soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, swaps, security futures products, and/or forex contracts

i. applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2013); and/or

j. acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2013)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, 7 U.S.C. § 1a) registered, exempted from registration or required to be registered with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2013).

2. AGP is directed to disgorge and pay \$10,969,843 and Wilkins is ordered to disgorge and pay \$1,214,902. Pursuant to the Court's Orders dated October 2 and 15, 2012, the Court appointed Mark V. Silverio as Receiver for the Receivership Entities. Consistent with the power granted by the Court, the Receiver has taken possession of and/or liquidated numerous assets of the Receivership Entities, including assets in the name of or otherwise attributable to the Receivership Entities. The funds derived from the sale or liquidation-now or in the future-of AGP and Wilkins assets in receivership, along with any interest earned on these funds, will be returned to defrauded customers (less any court-approved fees and expenses incurred or to be incurred by the Receiver), and shall be used to satisfy, in full or in part, AGP and Wilkins' disgorgement obligations. These funds shall be distributed to defrauded customers by the Receiver pursuant to and consistent with a distribution plan approved by the Court and AGP and

Wilkins' rights, if any, to these funds and/or the underlying assets shall be extinguished (except as may be necessary for the Receiver to carry out his duties).

3. AGP is directed to pay \$10,969,843 and Wilkins is directed to pay \$1,214,902, plus post-judgment interest. Post-judgment interest shall accrue beginning on the date of entry of the Court's Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of the Order pursuant to 28 U.S.C. § 1961. AGP and Wilkins' obligations shall be satisfied from the assets they held or hold, now or in the future, by the Receiver. To the extent the Receiver's sale or liquidation of AGP and Wilkins' assets is insufficient to satisfy their obligations, AGP and Wilkins shall be responsible for the short fall.

4. AGP and Wilkins are directed to make payments to the Receiver in the name "AGP Fund" and shall send such payments to: Mark V. Silverio, Silverio & Hall, P.A., 255 Eighth Street South, Naples, Florida 34102-6123, under cover letter that identifies the paying Defendant and the name and docket number of this proceeding. AGP and Wilkins shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

5. Any financial institution holding AGP or Wilkins' funds is directed to liquidate and release all funds, whether the funds are held in a single or joint account, or in any other capacity, and to convey by wire transfer to an account designated by the Receiver, all funds in these accounts, less any amounts required to cover the financial institutions' outstanding administrative or wire transfer fees, within thirty (30) days of receiving a copy of the Court's Order. At no time during the liquidation, release, and/or wire transfer of these funds pursuant to this Order shall AGP or Wilkins be afforded any access to, or be provided with, any funds from these accounts. AGP

and Wilkins and all banks and financial institutions subject to this Order shall cooperate fully and expeditiously with the Commodity Futures Trading Commission ("CFTC") and the Receiver in the liquidation, release, and wire of these funds.

6. National Futures Association ("NFA") is appointed as Monitor to effect payment of AGP and Wilkins remaining disgorgement obligations after the termination of the receivership (to the extent such disgorgement obligations have not already been satisfied) and to effectuate the distribution of any disgorgement paid by AGP and Wilkins after the termination of the Receiver's duties, to be effective immediately upon any order entered by this Court terminating the Receiver's duties.

7. The Monitor is directed to collect disgorgement payments from AGP and Wilkins and make distributions as set forth below. Because the Monitor is acting as an officer of the Court in performing these services, the NFA shall not be liable for any action or inaction arising from NFA's appointment as Monitor, other than actions involving fraud.

8. AGP and Wilkins, to the extent their disgorgement obligations have not already been satisfied upon termination of the receivership, are directed to make any remaining disgorgement payments to the Monitor in the name of "AGP Fund" and send such payments to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606 under cover of a letter that identifies the payer, the case name, docket number, and the name of this Court. AGP and Wilkins shall simultaneously transmit copies of their cover letters and form of payment to: (a) the Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 11 55 21st Street, NW, Washington, D.C. 20581 ; and (b) Charles Marvine, Chief Trial Attorney, Division of Enforcement, Commodity Futures Trading Commission, 4900 Main Street, Suite 500, Kansas City, MO 64112.

9. The Monitor is directed to distribute any funds collected to the defrauded customers identified by the Receiver in an equitable manner that is consistent with the distribution plan ultimately approved by this Court. The Monitor shall oversee the distribution of funds from the disgorgement payments by AGP and Wilkins and shall have the discretion to defer distribution until such time as it may deem appropriate. In the event that the amount of disgorgement payments made to the Monitor by AGP or Wilkins are of a de minimis nature, such that the Monitor determines that the administrative costs of making a distribution to defrauded customers is impractical, the Monitor may, in its discretion, treat such disgorgement payments as civil monetary penalty payments, which the Monitor shall forward to the CFTC following the instructions for the civil monetary penalty obligation set forth below.

10. The amounts payable to each pool participant shall not limit the ability of any pool participant to prove that a greater amount is owed from AGP, Wilkins, or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any pool participants that exist under state or common law.

11. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each pool participant of the Receivership Entities who suffered a loss is explicitly made an intended third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain satisfaction of any portion of AGP or Wilkins' disgorgement obligations that have not been paid by the extent that any funds accrue to the U.S. Treasury for satisfaction of their disgorgement obligations. Such funds shall be transferred to the Receiver and/or Monitor, as appropriate, for disbursement in accordance with the procedures set forth above.

12. Wilkins is directed to pay a civil monetary penalty in the amount of \$3,644,706, plus post-judgment interest. Post-judgment interest shall accrue on this penalty beginning on the date

of entry of the Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of the Order pursuant to 28 U.S.C. § 1961 (2006).

13. Wilkins is directed to pay his civil monetary penalty to the CFTC at the address below:

Commodity Futures Trading
Commission Division of Enforcement
ATTN: Accounts Receivables - AMZ
340 E-mail Box: 9-AMC-AMZ-AR-
CFTC DOT/FAA/MMAC
6500 S. MacArthur Blvd. Oklahoma City, OK 73169
Telephone: (405) 954-5644

14. Wilkins is directed to accompany his payment with a cover letter that identifies him and the name and docket number of this proceeding. Wilkins shall simultaneously transfer copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

15. Any acceptance by the CFTC or Receiver of partial payment of Wilkins' disgorgement obligation, or civil monetary penalty shall not be deemed a waiver of his obligation to make further payments pursuant to this Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

DONE and ORDERED in Chambers, Orlando, Florida on February 20, 2014.



GREGORY A. PRESNELL
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Party