

1	a.k.a. Grupo NGI International,)	AND OTHER ANCILLARY
2	Inc., a.k.a., NGI Group)	RELIEF AGAINST DEFENDANT
3	International, Inc., Ruben)	JOSE C. NARANJO
4	Gonzalez, and Jose C. Naranjo,)	
5	Defendants.)	
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)	

I. INTRODUCTION

Plaintiff Commission filed a Complaint on May 20, 2010, for Injunctive Relief, Civil Monetary Penalties, and Other Equitable Relief (“Complaint”) against Defendants, Ruben Gonzalez (“Gonzalez”), Jose C. Naranjo (“Naranjo”) and New Golden Investment Group, LLC, a.k.a., NGI Group, LLC, a.k.a., New Golden Management, a.k.a., New Golden Entertainment, LLC, a.k.a., Grupo NGI International, Inc., a.k.a., NGI Group International, Inc. (“NGI”) (hereinafter collectively, “Defendants”), for violations of Sections 4b(a)(1)(A) and (C) of the Commodity Exchange Act (“Act”), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the “CFTC Reauthorization Act of 2008” (“CRA”)), §§ 13101-13204, 122 Stat. 1651, (enacted June 18, 2008) to be codified at 7 U.S.C. §§ 6b(a)(1)(A) and (C).

This Court entered a Statutory Restraining Order against Defendants on May 21, 2010, and a Consent Order for Preliminary Injunction against Gonzalez

1 and NGI, and an Order for Preliminary Injunction against Naranjo on June 14,
2 2010.

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4 Defendant Naranjo was properly served with the summons and Complaint
5 on August 26, 2010, but to date, has failed to answer or otherwise defend the
6 Complaint or participate in any aspect of this litigation. Dkt. # 35. The Clerk of
7 the Court entered a default against Naranjo on December 29, 2010 pursuant to Fed.
8 R. Civ. P. 55(a). Dkt. # 43 Defendant Naranjo has not sought to set aside the
9 Clerk's default.
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11 Defendant Naranjo has failed to appear or otherwise defend against the
12 Complaint within the time permitted by the Fed. R. Civ. P. 12(a)(1), and the
13 Commission moves for a Default Judgment, Permanent Injunction and other
14 Ancillary Relief against him.
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16 **II. FINDINGS OF FACT**

17 The Court has considered the Motion for Entry of Final Judgment By
18 Default, Order for Permanent Injunction and Other Ancillary Relief Against
19 Defendant Naranjo ("Motion"), and memorandum, declarations, exhibits and all
20 other papers filed in support of the Motion, and the Court being fully advised in the
21 premises:
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24 **THE COURT FINDS:**

1 1. This Court has jurisdiction over this action pursuant to Section 6c(a)
2 of the Act, 7 U.S.C. § 13a-1(a) (2006), which authorizes the Commission to seek
3 injunctive relief against any person whenever it shall appear to the Commission
4 that such person has engaged, is engaging, or is about to engage in any act or
5 practice constituting a violation of any provision of the Act or any rule, regulation
6 or order thereunder.
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8 2. Venue properly lies with this Court pursuant to Section 6c(e) of the
9 Act, 7 U.S.C. § 13a-1(e) (2006), because the Defendant is found in, inhabits, or
10 transacts business in this district, and the acts and practices conducted in violation
11 of the Act have occurred, are occurring, or are about to occur within this district,
12 among other places.
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14
15 **A. Parties**

16 3. Plaintiff Commission is an independent federal regulatory agency that
17 is charged by Congress with administering and enforcing the Act, 7 U.S.C. §§ 1 *et*
18 *seq.*, and the Commission’s Regulations (“Regulations”) promulgated thereunder,
19 17 C.F.R. §§ 1 *et seq.*
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21 4. Defendant NGI was incorporated as a Nevada limited liability
22 corporation in July 2008. At all times relevant, its main business address was 100
23 N. Barranca Ave., West Covina, California 91791. NGI also had an office at 4336
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1 Edward Avenue, Las Vegas, Nevada 89108. NGI has never been registered with
2 the Commission in any capacity.

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4 5. At all times relevant, Defendant Naranjo was a principal and
5 managing member of NGI. Naranjo is a Mexican National whose last known
6 address is in La Mirada, California. Naranjo has never been registered with the
7 Commission in any capacity.

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9 6. At all times relevant, Defendant Gonzalez was a principal and
10 managing member of NGI. Gonzalez is a Mexican National who resided in West
11 Covina, California until he was imprisoned in late 2009 for immigration violations.
12 On September 17, 2010, Defendant Gonzalez pled guilty to one count of mail
13 fraud, one count of wire fraud, and one count of misuse of a social security number
14 charged in *USA v. Gonzalez*, Case No. CR 10-0509-PA (C.D. CA, May 20, 2010)
15 (“*USA. v. Gonzalez*”). On December 6, 2010, Gonzalez was sentenced to 11.25
16 years in prison and ordered to pay \$2.2 million in criminal restitution. Gonzalez
17 has never been registered with the Commission in any capacity.
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20 **B. Customer Solicitation**

21 The verified facts and sworn testimony regarding Naranjo’s customer
22 solicitation establish that:
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1 7. From at least August 2008 to May 31, 2009 (the “relevant period”),
2 Naranjo participated in the solicitation of \$3.6 million from 165 customers for
3 investment in commodities trading, mining, drilling and real estate ventures.
4 Naranjo advertised NGI’s purported commodity trading program in Southern
5 California through brochures in both Spanish and English, Spanish-language
6 newspapers, in commercials on Spanish radio stations and on the internet at
7 www.ngigroupint.com, www.grupongiiint.com and www.groupngiint.com. NGI’s
8 newspaper ads claimed that customers can “make 100%” and “double” their
9 money in oil, gold, silver, and other commodities, hotel and resort investments,
10 real estate development, and global trading. One advertisement proclaimed that on
11 an investment of \$10,000, an investor could earn \$1,000 a month and also provided
12 a toll-free number for interested investors to call.
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16 8. Potential investors who telephoned NGI were placed in contact with a
17 sales representative. In connection with these solicitations, Naranjo instructed NGI
18 employees to inform customers and prospective customers that their investment
19 profits would come from NGI’s trading of commodity futures contracts and mining
20 operations. Additionally, Naranjo instructed NGI employees to represent to
21 customers and prospective customers that part of their funds would be used for
22 commodity futures trading. Naranjo told at least one NGI employee to tell
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1 prospective customers that NGI traded gold, silver, oil, grains, orange juice and
2 lumber futures. Naranjo also instructed NGI employees to invite prospective
3 customers to NGI's office to meet him.
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5 9. When prospective customers visited NGI's offices, NGI employees
6 sent them to Naranjo to "close" the deal. Inside NGI's offices, Naranjo again
7 promised profits of 100% or more per year with no risk of loss, and told some
8 customers that their funds would be used for commodity futures trading. Naranjo
9 then pressed prospective customers to invest even if they did not have the funds
10 readily available, going as far as urging them to take cash advances on their credit
11 cards or withdraw funds from their retirement accounts in order to fund
12 investments with NGI.
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15 10. Naranjo took steps to make it appear to customers and prospective
16 customers who visited NGI that NGI was a sophisticated trading operation engaged
17 in trading commodity futures with customer funds. Naranjo set up computers in
18 NGI's office with trading software to create the appearance that NGI was engaged
19 in electronic commodity futures trading when it was not. Additionally, he sent at
20 least two people who had no experience trading commodity futures to a
21 commodity futures trading seminar so that they would seem knowledgeable in
22 commodity futures trading when soliciting prospective customers. After customers
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1 invested with NGI, Naranjo gave them promissory notes stating the amount of their
2 investment and promising monthly returns from 5% to 15%.

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4 **C. Misappropriation**

5 The verified facts and sworn testimony regarding Naranjo's
6 misappropriation of customer funds establish that:

7 11. After a customer made an investment with NGI, Naranjo deposited
8 the customer's funds into bank accounts held in NGI's name. From there, Naranjo
9 misappropriated customer funds by using the customers' money for his personal
10 benefit. Specifically, Naranjo transferred at least \$267,000 from NGI's business
11 accounts to his personal account. Approximately \$62,000 in checks to "cash" were
12 drawn on this account. Naranjo used and allowed others to use funds from NGI's
13 business accounts to purchase a Mercedes-Benz, airline tickets, and retail items
14 from The Men's Warehouse and Wal-Mart, and to make payments on a house.

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17 12. Naranjo also used new customer funds to pay purported profits to
18 existing customers in a manner akin to a Ponzi scheme. Beginning on or about
19 October 2008 and continuing through May 2009, Naranjo paid some customers
20 10% per month representing that such payments were investment profits.
21 Payments to customers totaled approximately \$1.7 million. However, the
22 Defendants had not generated any investment profits and were using new customer
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1 investments to pay the 10% per month that they had guaranteed to existing
2 customers.

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4 13. In about June 2009, Defendants abruptly stopped making such
5 payments, and since then, have not honored customers' redemption requests. At
6 that time, Naranjo told customers who requested return of their funds that the funds
7 were being held at a bank in Mexico that refuses to release the funds. Naranjo also
8 encouraged customers to forego their redemption requests, telling them that NGI
9 now has new investments, particularly in oil mining projects that would soon make
10 huge profits for them if they leave their money with NGI. Around this same time
11 period, Naranjo also gave some customers checks for their purported profits on
12 their principal investment. When customers sought to cash or deposit these
13 checks, they were returned due to insufficient funds in NGI's accounts.
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16 **D. Forex Related Activity**

17 The verified facts and sworn testimony regarding forex trading-related
18 activities establish that:
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20 14. Of the \$3.6 million that Defendants took in, Naranjo sent and allowed
21 others to send approximately \$290,000 of NGI customer funds to Forex Finanzas
22 ("FF"), a purported Panamanian trading company for the purpose of trading off-
23 exchange foreign currency contracts ("Forex"). Naranjo also sent and allowed
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1 others to send an additional \$100,000 of NGI customer funds to Trader's
2 International Return Network ("TIRN"), another purported Panamanian trading
3 company for the purpose of trading Forex. However, NGI never engaged in any
4 mining activities, real estate development or any futures trading. While a small
5 amount of funds was sent to FF to be used for Forex trading, none of the money
6 was traded. When Naranjo was questioned by an employee as to what happened to
7 the customer funds, he informed her that one million dollars was sent to FF and
8 most of it was lost trading Forex.
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11 **E. Naranjo Controls NGI**

12 The verified facts and sworn testimony regarding Naranjo's control of NGI
13 establish that:
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15 15. Naranjo established NGI and during the relevant period was a
16 managing member of NGI. He was responsible for NGI's day to day operations,
17 including but not limited to hiring, firing and supervising NGI employees and
18 determining crucial aspects of NGI's operations such as the percentage of profits
19 offered to customers and how NGI customer funds would be used. Naranjo is a
20 signatory on NGI's bank accounts at Wells Fargo Bank. Naranjo also knowingly
21 induced NGI's violations of the Act by personally participating in defrauding NGI
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1 customers by misrepresenting profit potential, risk of loss, and trading profits to
2 prospective and actual customers, and misappropriating NGI customers' money.

3 4 **III. CONCLUSIONS OF LAW**

5 **A. Violations of the Commodity Exchange Act**

6 1. By the conduct described in paragraphs 1 through 15 above, at all
7 relevant times, Naranjo, in or in connection with commodity futures contracts
8 made, or to be made, for or on behalf of other persons, cheated or defrauded, or
9 attempted to cheat or defraud, customers and prospective customers and willfully
10 deceived or attempted to deceive customers and prospective customers by, among
11 other things, knowingly: (i) misrepresenting material facts to NGI customers and
12 prospective customers, including the profit potential of investing with NGI;
13 (ii) omitting material facts to NGI customers and prospective customers, including
14 the risk of loss in investing with NGI; and (iii) misappropriating NGI customer
15 funds all in violation of Sections 4b(a)(1)(A) and (C) of the Act, as amended by the
16 CRA to be codified at 7 U.S.C. §§ 6b(a)(1)(A) and (C).
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20 2. By the conduct described in paragraphs 1 through 15 above of Section
21 II and paragraph 1 of this Section III, at all times relevant, Naranjo, directly or
22 indirectly, controlled NGI, and did not act in good faith or knowingly induced,
23 directly or indirectly, NGI's violative conduct as discussed herein. Therefore,
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1 pursuant to Section 13(b) of the Act, Naranjo is liable for NGI's violations of
2 Sections 4b(a)(1)(A) and (C) of the Act, as amended by the CRA to be codified at
3 7 U.S.C. §§ 6b(a)(1)(A) and (C).
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5 IV. PERMANENT INJUNCTION

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

7 1. Naranjo is permanently restrained, enjoined and prohibited from
8 directly or indirectly:
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10 A. Cheating or defrauding or attempting to cheat or defraud
11 other persons and willfully deceiving or attempting to deceive other
12 persons by making false, deceptive or misleading representations of
13 material facts, by failing to disclose material facts, or by
14 misappropriating customer funds in or in connection with any order to
15 make, or the making of, any contract of sale of any commodity for
16 future delivery, made, or to be made, for or on behalf of, any other
17 person, in violation of Sections 4b(a)(1)(A) and (C) of the Act as
18 amended by the CRA, to be codified at 7 U.S.C. § 6b(a)(1)(A) and (C);
19 and

20 2. Naranjo is also permanently restrained, enjoined and prohibited from
21 directly or indirectly:
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23 A. Trading on or subject to the rules of any registered entity (as
24 that term is defined in Section 1a of the Act, 7 U.S.C. § 1a);

25 B. Entering into any transactions involving commodity futures,
26 options on commodity futures, commodity options (as that term is
defined in Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1)) ("commodity
options"), and/or foreign currency (as described in Sections 2(c)(2)(B)
and 2(c)(2)(C)(i) of the Act, as amended by the by CRA ("forex

1 contracts”) for their own personal account or for any account in which
2 they have a direct or indirect interest;

3 C. Having any commodity futures, options on commodity futures,
4 commodity options, and/or forex contracts traded on his behalf;

5 D. Controlling or directing the trading for or on behalf of any other
6 person or entity, whether by power of attorney or otherwise, in any
7 account involving commodity futures, options on commodity futures,
8 commodity options, and/or forex contracts;

9 E. Soliciting, receiving or accepting any funds from any person for
10 the purpose of purchasing or selling any commodity futures, options
11 on commodity futures, commodity options, and/or forex contracts;

12 F. Applying for registration or claiming exemption from
13 registration with the Commission in any capacity, and engaging in any
14 activity requiring such registration or exemption from registration
15 with the Commission except as provided for in Regulation 4.14(a)(9),
16 17 C.F.R. § 4.14(a)(9); and

17 G. Acting as a principal (as that term is defined in Regulation
18 3.1(a), 17 C.F.R. § 3.1(a)), agent or any other officer or employee of
19 any person registered, exempted from registration or required to be
20 registered with the Commission except as provided for in Regulation
21 4.14(a)(9), 17 C.F.R. § 4.14(a)(9).

22 3. The injunctive provisions of this Consent Order shall be binding upon
23 Defendant Naranjo, upon any person under his authority or control, and upon any
24 person who receives actual notice of this Order, by personal service, e-mail,
25 facsimile or otherwise insofar as he or she is acting in active concert or
26 participation with Defendant Naranjo.

1 shall not be liable for any action or inaction arising from NFA's appointment as
2 Monitor, other than actions involving fraud.

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4 4. Defendant Naranjo shall make any required restitution payments
5 under this Order to the Monitor in the name of the "NGI Customers' Restitution
6 Fund" and shall send such restitution payments by electronic funds transfer, or by
7 U.S. postal money order, certified check, bank cashier's, or bank money order to
8 the Office of Administration, National Futures Association, 300 South Riverside
9 Plaza, Suite 1800, Chicago, Illinois 60606 under cover of a letter that identifies the
10 Defendant Naranjo as the payer, the case name, docket number, and the name of
11 this Court. Naranjo shall simultaneously transmit copies of the cover letter and
12 form of payment to the: (a) Director, Division of Enforcement, Commodity
13 Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW,
14 Washington, D.C. 20581; and the (b) Chief, Office of Cooperative Enforcement,
15 Division of Enforcement, Three Lafayette Centre, 1155 21st Street, NW,
16 Washington, D.C. 20581.

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20 5. The Monitor shall distribute restitution payments to NGI customers in
21 an equitable manner as determined by the Monitor. The Monitor shall oversee the
22 distribution of funds of the Restitution Obligation and shall have the discretion to
23 determine the manner of distribution of funds in an equitable fashion to Defendant
24

1 Naranjo's customers identified by the Commission or may defer distribution until
2 such time as it may deem appropriate. In the event that the amount of restitution
3 payments made to the Monitor are of a *de minimis* nature, such that the Monitor
4 determines that the administrative costs of making a distribution to NGI's
5 customers is impractical, the Monitor may, in its discretion, treat such restitution
6 payments as disgorgement or civil monetary penalty payments, which the Monitor
7 shall forward to the CFTC following the instructions for the disgorgement
8 obligation and civil monetary penalty obligation as set forth below.
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11 6. Any amount paid to one of NGI customers pursuant to this Order shall
12 not limit the ability of that customer to independently prove in a separate action
13 that a greater amount is owed from any person or entity, and nothing herein shall
14 be construed in any way to limit or abridge the rights of any customer that exist
15 under federal, state, or common law to assert a claim for recovery against
16 Defendant Naranjo subject to any offset or credit that Defendant may be entitled to
17 claim under the law governing that customer's claim.
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20 7. Pursuant to Fed. R. Civ. P. 71, each customer identified to the
21 Monitor is explicitly made an intended third-party beneficiary of this Order and
22 may seek to enforce obedience of this Order to obtain satisfaction of any portion of
23 Defendant's Restitution Obligation, that has not been paid, to ensure compliance
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1 with any provision of this Order, and to hold Defendant in contempt for any
2 violations of any provision of this Order.

3
4 8. To the extent that any funds accrue to the U.S. Treasury as a result of
5 Defendant's Restitution Obligation, such funds shall be transferred to the Monitor
6 for disbursement in accordance with the procedures set forth in the preceding
7 paragraph.

8
9 9. Upon being served with copies of this Order by the Commission, after
10 entry by the Court, the provision of the Court's Order for Preliminary Injunction
11 entered against Defendant Naranjo (Dkt. # 29) continuing a freeze on his assets
12 shall no longer be in effect and the financial institutions and other entities holding
13 frozen funds or other property previously controlled by Defendant Naranjo shall
14 tender same to the Monitor, as referenced in paragraphs 4-6 of Section V herein.
15 Such funds shall be distributed to NGI customers as explained above. At no time
16 during the liquidation, release, and/or wire transfer of these funds pursuant to this
17 Order shall Naranjo, any individual acting, or purporting to act on his behalf, or
18 any other Defendant in this action (Gonzalez or any individual acting, or
19 purporting to act, on behalf of Gonzalez and/or NGI) be afforded any access to, or
20 be provided with, any funds from these accounts. Defendant Naranjo and all banks
21 and financial institutions subject to this Order, shall cooperate fully and
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1 expeditiously with the CFTC and the Monitor in the liquidation, release, and wire
2 of these funds.

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4 **C. Disgorgement**

5 10. Defendant Naranjo shall pay disgorgement in the amount of \$267,000
6 within ten (10) days of the date of entry of this Order (the “Disgorgement
7 Obligation”). Should Naranjo not pay his Disgorgement Obligation within ten (10)
8 days of the date of entry of this Order, post-judgment interest shall accrue on the
9 Disgorgement Obligation beginning on the date of entry of this Order and shall be
10 determined by using the Treasury Bill rate prevailing on the date of entry of this
11 Order pursuant to 28 U.S.C. § 1961.
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14 **D. Civil Monetary Penalty**

15 11. Defendant Naranjo shall pay a civil monetary penalty of \$801,000
16 within ten (10) days of the date of entry of this Order (the “CMP Obligation”).
17 Should Naranjo not satisfy his CMP Obligation within ten (10) days of the date of
18 entry of this Order, post-judgment interest shall accrue on the CMP Obligation
19 beginning on the date of entry of this Order and shall be determined by using the
20 Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C.
21 § 1961(a).
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1 **E. Priority of Payments and Partial Payments**

2 14. All payments by Defendant pursuant to this Order shall first be
3 applied to satisfaction of the Restitution Obligation. After satisfaction of the
4 Restitution Obligation, payments by Defendant pursuant to this Order shall be
5 applied to satisfy the Disgorgement Obligation. After satisfaction of the
6 Disgorgement Obligation, payments by Defendant pursuant to this Order shall be
7 applied to satisfy the CMP Obligation.
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10 15. Any acceptance by the Commission and/or Monitor of partial
11 payment of Defendant's Restitution Obligation, Disgorgement Obligation and/or
12 Defendant's CMP Obligation shall not be deemed a waiver of the respective
13 requirement to make further payments pursuant to this Order, or a waiver of the
14 Commission's right to compel payment of any remaining balance.
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16 **VI. MISCELLANEOUS PROVISIONS**

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18 1. Collateral Agreements: Defendant shall immediately notify the
19 Commission and Monitor if he makes or has previously made any agreement with
20 any NGI customer obligating him to make payments outside this Order. Defendant
21 Naranjo shall also provide immediate evidence to the Commission and the Monitor
22 of any payments made pursuant to such agreement. Upon being notified of any
23 payments by Defendant Naranjo to NGI Customers outside of this Order, and
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1 receiving evidence of such payments, the Monitor will have the right, but not the
2 obligation, to reduce and offset the distribution of funds from the Restitution
3 Obligation to those specified NGI Customer(s) and to make any other changes in
4 the restitution distribution schedule that the Monitor shall deem appropriate.
5

6 2. Transfer of Assets: Defendant shall not transfer or cause others to
7 transfer funds or other property to the custody, possession, or control of any other
8 person for the purpose of concealing such funds from the Court, the Commission
9 or any customer until Defendant's Restitution Obligation, Disgorgement
10 Obligation and CMP Obligation have been paid in full.
11

12 3. Notices: All notices required to be given by any provision in this
13 Order shall be sent certified mail, return receipt requested and shall reference the
14 name and docket number of this action, as follows:
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16 a. **Notice to Commission:**
17 Associate Director
18 Division of Enforcement - Central Region
19 Commodity Futures Trading Commission
20 525 West Monroe Street, Suite 1100
Chicago, Illinois 60661

21 b. **Notice to the Monitor:**
22 Vice President, Compliance
23 National Futures Association
24 300 South Riverside Plaza, Suite 1800
Chicago, Illinois 60606; and

25 c. **Notice to Jose C. Naranjo:**

1 13028 McNally Road
2 La Mirada, California 90638-6211

3 4. Change of Address/Phone: Until such time as Defendant satisfies his
4 Restitution Obligation, Disgorgement Obligation and CMP Obligation as set forth
5 in this Order, in the event that Defendant Naranjo changes his residential or
6 business telephone number(s) and/or address(es), he shall provide written notice of
7 the new number(s) and/or address(es) to the Commission within twenty (20)
8 calendar days thereof.
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10 5. Modification of Order: Nothing shall serve to amend or modify this
11 Order in any respect whatsoever, unless: (a) reduced to writing; and (b) approved
12 by order of this Court.
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14 6. Invalidation: If any provision of this Order or if the application of any
15 provisions or circumstances is held invalid, the remainder of the Order and the
16 application of the provisions to any other person or circumstance shall not be
17 affected by the holding.
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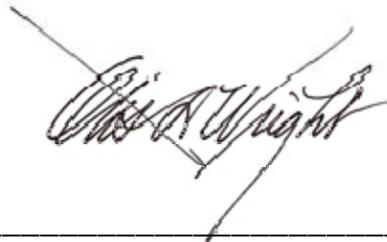
19 7. Waiver: The failure of any Party hereto at any time or times to require
20 performance of any provision hereof shall in no manner affect the right of such
21 Party at a later time to enforce the same or any other provision of this Order. No
22 waiver in one or more instances of the breach of any provision contained in this
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1 Order shall be deemed to be or construed as a further or continuing waiver of such
2 breach or waiver of the breach of any other provision of this Order.

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4 8. Continuing Jurisdiction of this Court: This Court shall retain
5 jurisdiction of this case to assure compliance with this Order and for all other
6 purposes related to this action, including resolution of the Commission's action
7 against defendants Gonzalez and NGI or any motion by a Party to modify or for
8 relief from the terms of this Order.
9

10 There being no just reason for delay, the Clerk of the Court is hereby
11 directed to enter this Order for Judgment By Default and Permanent Injunction,
12 Restitution, Disgorgement, Civil Monetary Penalty and Other Equitable Relief.
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14 **IT IS SO ORDERED** on this day of February 15, 2011.
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19 _____
20 **The Honorable Otis D. Wright, II**
21 **UNITED STATES DISTRICT JUDGE**
22 **CENTRAL DISTRICT OF CALIFORNIA**
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