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**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT CALIFORNIA  
 WESTERN DIVISION**

19	<b>United States Commodity</b>	)	
20	<b>Futures Trading Commission,</b>	)	<b>Civil Action No: CV 10-03834</b>
21	<b>Plaintiff,</b>	)	<b>ODW (FMO)</b>
22	<b>vs.</b>	)	<b>Hon. Otis D. Wright, II</b>
23	<b>New Golden Investment Group,</b>	)	<b>PLAINTIFF'S AMENDED</b>
24	<b>LLC a.k.a, NGI Group, LLC, a.k.a.,</b>	)	<b><del>PROPOSED</del> ORDER FOR</b>
25	<b>New Golden Management, a.k.a.,</b>	)	<b>DEFAULT JUDGMENT,</b>
26	<b>New Golden Entertainment, LLC,</b>	)	

1	<b>a.k.a. Grupo NGI International,</b>	)	<b>PERMANENT INJUNCTION</b>
2	<b>Inc., a.k.a., NGI Group</b>	)	<b>AND OTHER ANCILLARY</b>
3	<b>International, Inc., Ruben</b>	)	<b>RELIEF AGAINST DEFENDANT</b>
4	<b>Gonzalez, and Jose C. Naranjo,</b>	)	<b>NEW GOLDEN INVESTMENT</b>
5	<b>Defendants.</b>	)	<b>GROUP, LLC</b>
6		)	

**I. INTRODUCTION**

Plaintiff Commodity Futures Trading Commission (“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. On February 15, 2011, the Court entered an Order for Default Judgment,  
3 Permanent Injunction and Other Ancillary Relief against Defendant Naranjo.  
4

5 Defendant NGI was properly served with the summons and Complaint on  
6 May 27, 2010, but to date, has failed to answer or otherwise defend the Complaint  
7 or participate in any aspect of this litigation. The Clerk of the Court entered a  
8 default against NGI on May 24, 2010 pursuant to Fed. R. Civ. P. 55(a). Defendant  
9 NGI has not sought to set aside the Clerk's default.  
10

11 Defendant NGI 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 NGI.  
15

## 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 NGI ("Motion"), and memorandum, declarations, exhibits and all other  
20 papers filed in support of the Motion, and the Court being fully advised in the  
21 premises:  
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23

24 **THE COURT FINDS:**  
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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  
9           2.     Venue properly lies with this Court pursuant to Section 6c(e) of the  
10 Act, 7 U.S.C. § 13a-1(e) (2006), because the Defendant is found in, inhabits, or  
11 transacts business in this district, and the acts and practices conducted in violation  
12 of the Act have occurred, are occurring, or are about to occur within this district,  
13 among other places.  
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.*  
20

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  
24

1 Edward Avenue, Las Vegas, Nevada 89108. NGI has never been registered with  
2 the Commission in any capacity.

3  
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.

8  
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.

18  
19  
20 **B. Customer Solicitation**

21 The verified facts and sworn testimony regarding NGI’s customer  
22 solicitation establish that:  
23

1           7.     From at least August 2008 to May 31, 2009 (the “relevant period”),  
2     NGI, through its managing members, including Naranjo, solicited at least \$3.6  
3     million from 165 customers for investment in commodities trading, mining,  
4     drilling and real estate ventures. NGI advertised its purported commodity trading  
5     program in Southern California through brochures in both Spanish and English,  
6     Spanish-language newspapers, in commercials on Spanish radio stations and on the  
7     internet at [www.ngigroupint.com](http://www.ngigroupint.com), [www.grupongiint.com](http://www.grupongiint.com) and  
8       
9       
10    [www.groupngiint.com](http://www.groupngiint.com). NGI’s newspaper ads claimed that customers can “make  
11    100%” and “double” their money in oil, gold, silver, and other commodities, hotel  
12    and resort investments, real estate development, and global trading. One  
13    advertisement proclaimed that on an investment of \$10,000, an investor could earn  
14    \$1,000 a month and also provided a toll-free number for interested investors to  
15    call.  
16

17           8.     Potential investors who telephoned NGI were placed in contact with a  
18    sales representative. In connection with these solicitations, NGI, through its  
19    managing members, including Naranjo, instructed employees to inform customers  
20    and prospective customers that their investment profits would come from NGI’s  
21    trading of commodity futures contracts and mining operations. Additionally, NGI  
22    instructed its employees to represent to customers and prospective customers that  
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MEMO D  
[REDACTED]

1 part of their funds would be used for commodity futures trading. NGI told at least  
2 one NGI employee to tell prospective customers that NGI traded gold, silver, oil,  
3 grains, orange juice and lumber futures. NGI also instructed its employees to  
4 invite prospective customers to its office to meet with its managing members.  
5

6 9. When prospective customers visited NGI's offices, NGI employees  
7 sent them to Naranjo to "close" the deal. Inside NGI's offices, NGI, through its  
8 managing members, including Naranjo, again promised profits of 100% or more  
9 per year with no risk of loss, and told some customers that their funds would be  
10 used for commodity futures trading. NGI, through its managing members,  
11 including Naranjo, then pressed prospective customers to invest even if they did  
12 not have the funds readily available, going as far as urging them to take cash  
13 advances on their credit cards or withdraw funds from their retirement accounts in  
14 order to fund investments with NGI.  
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17 10. NGI, through its managing members, including Naranjo, took steps to  
18 make it appear to customers and prospective customers who visited NGI that it was  
19 a sophisticated trading operation engaged in trading commodity futures with  
20 customer funds. NGI set up computers in NGI's office with trading software to  
21 create the appearance that it was engaged in electronic commodity futures trading  
22 when it was not. Additionally, NGI sent at least two people who had no  
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1 experience trading commodity futures to a commodity futures trading seminar so  
2 that they would seem knowledgeable in commodity futures trading when soliciting  
3 prospective customers. After customers invested with NGI, they were given a  
4 promissory notes stating the amount of their investment and promising monthly  
5 returns from 5% to 15%.  
6

7 **C. Misappropriation**

8 The verified facts and sworn testimony regarding NGI's misappropriation of  
9 customer funds establish that:  
10

11 11. After a customer made an investment with NGI, their funds were,  
12 deposited into bank accounts held in NGI's name. From there, NGI, through its  
13 managing members, including Naranjo, misappropriated customer funds by using  
14 the customers' money for the personal benefit of its managing members.  
15

16 Specifically, NGI transferred at least \$558,000 from NGI's business accounts to  
17 the personal accounts of its managing members, which were used by its managing  
18 members to purchase a Mercedes-Benz, airline tickets, and other retail items from  
19 The Men's Warehouse and Wal-Mart, and to make payments on a house.  
20

21 12. NGI also used new customer funds to pay purported profits to existing  
22 customers in a manner akin to a Ponzi scheme. Beginning on or about October  
23 2008 and continuing through May 2009, NGI paid some customers 10% per month  
24

1 representing that such payments were investment profits. Payments to customers  
2 totaled approximately \$1.7 million. However, NGI had not generated any  
3 investment profits and was using new customer investments to pay the 10% per  
4 month that it had guaranteed to existing customers.  
5

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

21 The verified facts and sworn testimony regarding forex trading-related  
22 activities establish that:  
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1 misrepresenting material facts to NGI customers and prospective customers,  
2 including the profit potential of investing with NGI; (ii) omitting material facts to  
3 NGI customers and prospective customers, including the risk of loss in investing  
4 with NGI; and (iii) misappropriating NGI customer funds all in violation of  
5 Sections 4b(a)(1)(A) and (C) of the Act, as amended by the CRA to be codified at  
6 7 U.S.C. §§ 6b(a)(1)(A) and (C).  
7

8  
9 2. NGI's managing members, including Naranjo, engaged in the acts and  
10 practices described above knowingly or with reckless disregard for the truth.

11 3. The acts, misrepresentations, omissions, and failures of NGI's  
12 managing members occurred within the scope of their employment with NGI.

13 Therefore, NGI is liable for these acts, misrepresentations, omissions and failures  
14 pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Regulation  
15 1.2, 17 C.F.R. § 1.2. (2010)  
16

17  
18 **IV. PERMANENT INJUNCTION**

19 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

20 1. NGI is permanently restrained, enjoined and prohibited from directly  
21 or indirectly:  
22

23 Cheating or defrauding or attempting to cheat or defraud other  
24 persons and willfully deceiving or attempting to deceive other persons  
25 by making false, deceptive or misleading representations of material  
26

1 facts, by failing to disclose material facts, or by misappropriating  
2 customer funds in or in connection with any order to make, or the  
3 making of, any contract of sale of any commodity for future delivery,  
4 made, or to be made, for or on behalf of, any other person, in violation  
5 of Sections 4b(a)(1)(A) and (C) of the Act as amended by the CRA, to  
6 be codified at 7 U.S.C. § 6b(a)(1)(A) and (C); and

7 2. NGI is also permanently restrained, enjoined and prohibited from  
8 directly or indirectly:

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

11 B. Entering into any transactions involving commodity futures,  
12 options on commodity futures, commodity options (as that term is  
13 defined in Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1)) (“commodity  
14 options”), and/or foreign currency (as described in Sections 2(c)(2)(B)  
15 and 2(c)(2)(C)(i) of the Act, as amended by the by CRA (“forex  
16 contracts”) for their own personal account or for any account in which  
17 they have a direct or indirect interest;

18 C. Having any commodity futures, options on commodity futures,  
19 commodity options, and/or forex contracts traded on its behalf;

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

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

27 F. Applying for registration or claiming exemption from  
28 registration with the Commission in any capacity, and engaging in any  
29 activity requiring such registration or exemption from registration  
30 with the Commission except as provided for in Regulation 4.14(a)(9),

1 17 C.F.R. § 4.14(a)(9); and

2 G. Acting as a principal (as that term is defined in Regulation  
3 3.1(a), 17 C.F.R. § 3.1(a)), agent of any person registered, exempted  
4 from registration or required to be registered with the Commission  
5 except as provided for in Regulation 4.14(a)(9), 17 C.F.R. §  
4.14(a)(9).

6 3. The injunctive provisions of this Order shall be binding upon  
7 Defendant NGI, upon any person acting as its agent or employee, and upon any  
8 person who receives actual notice of this Order, by personal service, e-mail,  
9 facsimile or otherwise insofar as he or she is acting in active concert or  
10 participation with Defendant NGI.  
11

12 **V. RESTITUTION, DISGORGEMENT AND CIVIL MONETARY**  
13 **PENALTY**

14 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

15 **A. Restitution**

16 1. NGI shall pay restitution in the amount of \$2,220,771.49 within ten  
17 (10) days of the date of entry of this Order (“Restitution Obligation”). Should NGI  
18 not satisfy the Restitution Obligation within ten (10) days of the date of entry of  
19 this Order, post-judgment interest shall accrue commencing on the date of entry of  
20 this Order, post-judgment interest shall accrue commencing on the date of entry of  
21 this Order and shall be determined by using the Treasury Bill rate prevailing on the  
22 date of entry of this Order pursuant to 29 U.S.C. § 1961.  
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1 Plaza, Suite 1800, Chicago, Illinois 60606 under cover of a letter that identifies the  
2 Defendant NGI as the payer, the case name, docket number, and the name of this  
3 Court. NGI shall simultaneously transmit copies of the cover letter and form of  
4 payment to the: (a) Director, Division of Enforcement, Commodity Futures  
5 Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington,  
6 D.C. 20581; and the (b) Chief, Office of Cooperative Enforcement, Division of  
7 Enforcement, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C.  
8  
9 20581.  
10

11 5. The Monitor shall distribute restitution payments to NGI customers in  
12 an equitable manner as determined by the Monitor. The Monitor shall oversee the  
13 distribution of funds of the Restitution Obligation and shall have the discretion to  
14 determine the manner of distribution of funds in an equitable fashion to Defendant  
15 NGI's customers identified by the Commission or may defer distribution until such  
16 time as it may deem appropriate. In the event that the amount of restitution  
17 payments made to the Monitor are of a *de minimis* nature, such that the Monitor  
18 determines that the administrative costs of making a distribution to NGI's  
19 customers is impractical, the Monitor may, in its discretion, treat such restitution  
20 payments as disgorgement or civil monetary penalty payments, which the Monitor  
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1 shall forward to the CFTC following the instructions for the disgorgement  
2 obligation and civil monetary penalty obligation as set forth below.

3  
4 6. Any amount paid to one of NGI's customers pursuant to this Order  
5 shall not limit the ability of that customer to independently prove in a separate  
6 action that a greater amount is owed from any person or entity, and nothing herein  
7 shall be construed in any way to limit or abridge the rights of any customer that  
8 exist under federal, state, or common law to assert a claim for recovery against  
9 Defendant NGI subject to any offset or credit that Defendant may be entitled to  
10 claim under the law governing that customer's claim.

11  
12 7. Pursuant to Fed. R. Civ. P. 71, each customer identified to the  
13 Monitor is explicitly made an intended third-party beneficiary of this Order and  
14 may seek to enforce obedience of this Order to obtain satisfaction of any portion of  
15 Defendant's Restitution Obligation, that has not been paid, to ensure compliance  
16 with any provision of this Order, and to hold Defendant in contempt for any  
17 violations of any provision of this Order.

18  
19 8. To the extent that any funds accrue to the U.S. Treasury as a result of  
20 Defendant's Restitution Obligation, such funds shall be transferred to the Monitor  
21 for disbursement in accordance with the procedures set forth in the preceding  
22 paragraph.  
23  
24

1           9.     Upon being served with copies of this Order by the Commission, after  
2 entry by the Court, the provision of the Court's Order for Preliminary Injunction  
3 entered against Defendant NGI (Dkt. #28) continuing a freeze on its assets shall no  
4 longer be in effect and the financial institutions and other entities holding frozen  
5 funds or other property previously controlled by Defendant NGI shall tender same  
6 to the Monitor, as referenced in paragraphs 4-6 of Section V herein. Such funds  
7 shall be distributed to NGI customers as explained above. At no time during the  
8 liquidation, release, and/or wire transfer of these funds pursuant to this Order shall  
9 NGI, any individual acting, or purporting to act on its behalf as agent or employee,  
10 or any other Defendant in this action (Gonzalez or Naranjo, or any individual  
11 acting, or purporting to act, on behalf of Gonzalez, Naranjo and/or NGI) be  
12 afforded any access to, or be provided with, any funds from these accounts.  
13 Defendant NGI and all banks and financial institutions subject to this Order, shall  
14 cooperate fully and expeditiously with the CFTC and the Monitor in the  
15 liquidation, release, and wire of these funds.

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20 **C.     Disgorgement**

21           10.    Defendant NGI shall pay disgorgement in the amount of \$558,000  
22 within ten (10) days of the date of entry of this Order (the "Disgorgement  
23 Obligation"). Should NGI not pay its Disgorgement Obligation within ten (10)  
24

1 days of the date of entry of this Order, post-judgment interest shall accrue on the  
2 Disgorgement Obligation beginning on the date of entry of this Order and shall be  
3 determined by using the Treasury Bill rate prevailing on the date of entry of this  
4 Order pursuant to 28 U.S.C. § 1961.  
5

6 **D. Civil Monetary Penalty**

7 11. Defendant NGI shall pay a civil monetary penalty of \$1,674,000  
8 within ten (10) days of the date of entry of this Order (the “CMP Obligation”).  
9 Should NGI not satisfy its CMP Obligation within ten (10) days of the date of  
10 entry of this Order, post-judgment interest shall accrue on the CMP Obligation  
11 beginning on the date of entry of this Order and shall be determined by using the  
12 Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C.  
13 § 1961(a).  
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16 **E. Payment of Disgorgement and Civil Monetary Penalty**

17 12. Defendant NGI shall pay its Disgorgement Obligation and its CMP  
18 Obligation by electronic funds transfer, or by U.S. Postal money order, certified  
19 check, bank cashier’s check, or bank money order. If payment is to be made other  
20 than by electronic funds transfer, the payment shall be made payable to the  
21 Commodity Futures trading Commission and sent to the address below:  
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24 Commodity Futures Trading Commission  
25 Division of Enforcement  
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**VI. MISCELLANEOUS PROVISIONS**

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

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

3. Notices: All notices required to be given by any provision in this Order shall be sent certified mail, return receipt requested and shall reference the name and docket number of this action, as follows:

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a. **Notice to Commission:**  
Associate Director  
Division of Enforcement - Central Region  
Commodity Futures Trading Commission  
525 West Monroe Street, Suite 1100  
Chicago, Illinois 60661

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

c. **Notice to NGI:**  
**Attention**  
Ruben Juan-Gonzalez  
**Federal Register Number: 57290-112**  
L.S.C.I. Allenwood  
P.O Box 1000  
White Deer, Pennsylvania 17887

4. Change of Address/Phone: Until such time as Defendant satisfies its Restitution Obligation, Disgorgement Obligation and CMP Obligation as set forth in this Order, in the event that Defendant NGI changes its business address or business telephone number(s) and/or address(es), it shall provide written notice of the new number(s) and/or address(es) to the Commission within twenty (20) calendar days thereof.

5. Modification of Order: Nothing shall serve to amend or modify this Order in any respect whatsoever, unless: (a) reduced to writing; and (b) approved by order of this Court.

1           6.    Invalidation: If any provision of this Order or if the application of any  
2 provisions or circumstances is held invalid, the remainder of the Order and the  
3 application of the provisions to any other person or circumstance shall not be  
4 affected by the holding.  
5

6           7.    Waiver: The failure of any Party hereto at any time or times to require  
7 performance of any provision hereof shall in no manner affect the right of such  
8 Party at a later time to enforce the same or any other provision of this Order. No  
9 waiver in one or more instances of the breach of any provision contained in this  
10 Order shall be deemed to be or construed as a further or continuing waiver of such  
11 breach or waiver of the breach of any other provision of this Order.  
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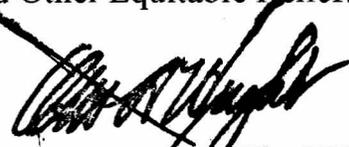
13           8.    Continuing Jurisdiction of this Court: This Court shall retain  
14 jurisdiction of this case to assure compliance with this Order and for all other  
15 purposes related to this action, including resolution of the Commission's action  
16 against defendant Gonzalez or any motion by a Party to modify or for relief from  
17 the terms of this Order.  
18

19           There being no just reason for delay, the Clerk of the Court is hereby  
20 directed to enter this Order for Judgment By Default and Permanent Injunction,  
21 Restitution, Disgorgement, Civil Monetary Penalty and Other Equitable Relief.  
22

23           It is so ordered.  
24

25           July 19, 2011  
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22

  
OTIS D. WRIGHT  
U.S. District Judge  
OTIS D. WRIGHT, II