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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

U.S. COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. RONALD E. SATTERFIELD; GRAHAM STREET FOREX GROUP, LLC; SHORE-2-SUMMIT FINANCIAL, LLC; and NICHOLAS BOS, individually and d/b/a Boss Financial Services, Defendants; and PATRICIA L. BOS, Relief Defendant.	CASE NO. 2:10-CV-2893-RMG

DEFAULT JUDGMENT ORDERING PERMANENT INJUNCTION, RESTITUTION, CIVIL MONETARY PENALTY AND OTHER EQUITABLE RELIEF AGAINST DEFENDANTS GRAHAM STREET FOREX GROUP, LLC, AND SHORE-2-SUMMIT FINANCIAL, LLC

On November 8, 2010, Plaintiff U.S. Commodity Futures Trading Commission (the "Commission" or "Plaintiff") filed a Complaint against Defendants Ronald E. Satterfield ("Satterfield"), Nicholas Bos ("Bos"), Graham Street Forex Group, LLC ("Graham Street"), and Shore-2-Summit Financial, LLC ("Shore-2-Summit") (collectively "Defendants") seeking injunctive relief, restitution, civil monetary penalties, and other equitable relief against Defendants for violations of the anti-fraud provisions of the Commodity Exchange Act (the "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. §§ 1 *et seq*.

On June 13, 2011, the Clerk made an entry of default against Graham Street and Shore-2-Summit (collectively the "Corporate Defendants") under Federal Rule of Civil Procedure ("Fed. R. Civ. P.") 55(a) (Docket Entry No. 66). Pursuant to Fed. R. Civ. P. 55(b), this matter now comes before the Court on the Commission's motion for entry of final judgment by default. This Court has considered the Complaint, the allegations of which are well-pled and are hereby taken as true, the Commission's motion, memorandum and declaration in support, and being fully advised, finds that good cause exists for entry of the relief requested. Accordingly, the Commission's motion is GRANTED, as detailed below.

THE COURT HEREBY FINDS:

1. This Court has jurisdiction over this action pursuant to Section 6c of the Act, as amended by the CRA, to be codified at 7 U.S.C. § 13a-1, and Section 2(c)(2) of the Act, as amended by the CRA, 7 U.S.C. § 2(c)(2).

2. Venue properly lies with the Court pursuant to Section 6c(e) of the Act, as amended by the CRA, 7 U.S.C. § 13a-1(e), because one or more of the Defendants are found in, inhabit, or transact business in this District and the transactions, acts, practices, and courses of business in violation of the Act occurred, are occurring, and/or are about to occur within this District.

3. **Plaintiff U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with the administration and enforcement of the Act, as amended by the CRA and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), Pub. L. No. 111-203, Title VII (the Wall Street

Transparency and Accountability Act of 2010), §§701-774, 124 Stat. 1376 (enacted July 21, 2010), to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Commission's Regulations ("Regulations") promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2010).

4. **Defendant Ronald E. Satterfield** is an individual residing in Charleston, South Carolina and was the pastor of a church in Charleston, South Carolina. Satterfield is President, Secretary and Registered Agent of Graham Street and Secretary and Treasurer of Shore-2-Summit. Satterfield has never been registered with the Commission in any capacity. He is not an associated person of a financial institution, registered broker dealer, insurance company, financial holding company, or investment bank holding company. At all times relevant and in regard to all conduct described herein, Satterfield was an agent or employee of Graham Street and Shore-2-Summit and acted within the scope of his agency or employment, and was a controlling person of Graham Street and Shore-2-Summit.

5. **Defendant Graham Street Forex Group, LLC** is a limited liability company formed by Satterfield in South Carolina on or about August 31, 2006 with its principal place of business at 91 Anson Street, Charleston, South Carolina. Graham Street has never been registered with the Commission in any capacity and is not a financial institution, registered broker dealer, insurance company, financial holding company, or investment bank holding company, and is not an associated person of such entities.

6. **Defendant Shore-2-Summit Financial, LLC** was a limited liability company formed in South Carolina on or about June 28, 2005 with its principal place of business at 317 23rd Avenue North, North Myrtle Beach, South Carolina. Shore-2-Summit was dissolved on or about December 31, 2009. Shore-2-Summit has never been registered with the Commission in any capacity and was not a financial institution, registered broker dealer, insurance company,

financial holding company, or investment bank holding company, and is not an associated person of such entities.

7. **Defendant Nicholas Bos** ("Bos") is an individual residing in Ludington, Michigan who held himself out as the owner and operator of Boss Financial Service, a financial advisory and planning business with its principal place of business in Zeeland, Michigan. Bos was an agent, representative or employee of Graham Street and Shore-2-Summit and has solicited customers on behalf of Graham Street and Shore-2-Summit to invest money for foreign currency ("forex") trading. Bos has never been registered with the Commission in any capacity. At all times relevant and in regard to all conduct described herein, Bos was an agent or employee of Graham Street and Shore-2-Summit and acted within the scope of his agency or employment.

8. **Relief Defendant Patricia L. Bos** is the wife of Nicholas Bos and resides in Ludington, Michigan.

9. From at least March 2006 through March 2009 (the "relevant period"), Satterfield, Graham Street and Shore-2-Summit, through their officers, employees, and/or agents, collectively solicited and received over $3.3 million from over 70 retail customers for the purpose of trading forex. During this same period, Satterfield, Graham Street, and Shore-2-Summit deposited only about $1.9 million of the customer funds they received into forex trading accounts.

10. Satterfield had trading authority over the Graham Street and Shore-2-Summit forex trading accounts, and executed margined or leveraged forex transactions in these accounts. Satterfield's forex trading typically resulted in a net loss each month during the relevant period.

11. Overall, Satterfield failed to generate any profits through his forex trading. Satterfield incurred net trading losses in the forex trading accounts for Graham Street, Shore-2-

Summit, and Satterfield of approximately $1.9 million. Virtually all of the customer funds deposited into forex trading accounts were lost as a result of Satterfield's unsuccessful forex trading.

12. Throughout the relevant period, Satterfield, Graham Street and Shore-2-Summit operated a "Ponzi" scheme by paying some customers monthly "returns" at the promised rates and claiming that these returns were produced by Satterfield's successful forex trading when, in fact, Satterfield's trading resulted in substantial losses and any purported profits or returns paid to customers by Graham Street and Shore-2-Summit came from other customers' investment funds.

13. Satterfield, directly and through his agents, solicited customers from North Carolina and South Carolina to invest funds with Graham Street for the purposes of trading forex. Satterfield and Bos solicited customers from Michigan, including clients of Bos' financial advisory and planning business, Boss Financial Services, and Bos' family, friends, and personal and business acquaintances, to invest funds with Graham Street and Shore-2-Summit for the purposes of trading forex. Satterfield and Bos solicited customers in person, over the telephone, and through word of mouth and promotional materials.

14. Graham Street and Shore-2-Summit, through their agents Satterfield and Bos, directed prospective customers to execute a document they characterized as a "loan agreement" or "promissory note." Graham Street and Shore-2-Summit promotional materials represented that "[t]his format is the only way to 'guarantee' a monthly return." Satterfield or Bos then signed these documents on behalf of Graham Street and Shore-2-Summit.

15. To open an account with Graham Street or Shore-2-Summit, prospective customers were directed to (a) give a check to Bos, who forwarded it to Satterfield, (b) give a

check to Satterfield, or (c) deposit funds directly into specified bank accounts. Satterfield deposited and pooled Graham Street customer funds in Graham Street bank accounts and deposited and pooled Shore-2-Summit customer funds in Shore-2-Summit bank accounts.

16. Satterfield transferred a portion of the customer funds from Graham Street and Shore-2-Summit bank accounts into his personal bank accounts, where the customer funds were commingled with Satterfield's personal funds as well as with funds received by Satterfield from his individual customers. Satterfield also transferred Graham Street customer funds to Shore-2-Summit bank accounts and vice versa.

17. During the relevant period, Satterfield was the sole signatory on all Graham Street bank accounts and was a signatory on all Shore-2-Summit bank accounts. Satterfield controlled the bank accounts through which Graham Street and Shore-2-Summit customer funds were received, paid out to certain customers, or misappropriated.

18. Although some customer funds were deposited into forex trading accounts at registered futures commission merchants ("FCMs") and traded unsuccessfully by Satterfield, some customer funds were not deposited into any forex trading account and instead were misappropriated by Graham Street, Shore-2-Summit, and their agents Satterfield and Bos and used to pay principal and purported returns to customers, to pay commissions or fees to Graham Street and Shore-2-Summit agents, to make payments benefitting other officers, agents, and employees of Defendants, and for other personal uses.

19. For example, Satterfield received monthly payments of approximately $2500 from Shore-2-Summit's bank account. In December 2008, Satterfield used at least $24,000 of Graham Street customer funds to make payments to a log cabin building company. Satterfield also used customer funds to pay Bos and other agents. Between March 2006 and March 2009,

Bos received at least $550,000 in purported commissions or fees from Graham Street and Shore-2-Summit bank accounts.

20. On or about August 26, 2008, Satterfield and Graham Street used customer funds from Graham Street's bank account to issue a Cashier's Check in the amount of $295,000, which Bos used to purchase a personal residence in Ludington, Michigan, titled in the name of Nicholas Bos and Patricia L. Bos. Neither Bos nor Patricia L. Bos invested any personal funds with Satterfield, Graham Street or Shore-2-Summit. Patricia L. Bos provided no legitimate services to Satterfield, Graham Street or Shore-2-Summit.

21. In total, Graham Street, Shore-2-Summit and Satterfield misappropriated approximately $957,146 of customer funds.

22. Throughout the relevant period, in order to induce new customers to open accounts with Graham Street and Shore-2-Summit and to induce current customers to deposit additional investment funds for forex trading, Graham Street and Shore-2-Summit, acting through their agents Satterfield and Bos, omitted or failed to disclose material facts, including that:

a. Satterfield consistently lost money trading forex in all Graham Street, Shore-2-Summit, and personal accounts;

b. Satterfield and others were misappropriating customer funds and using a significant portion of customer funds to pay commissions or salary to Satterfield, Bos and others, and for personal use;

c. Customer funds, not trading profits, were used to make payments to pay principal and purported profit returns to existing customers; and

d. Graham Street maintained no forex trading accounts at registered FCMs during the

relevant period, and no forex trading was conducted in any Shore-2-Summit FCM account from November 2007 through October 2008 or in December 2008.

23. In addition, from August 2008 through March 2009, Graham Street and Shore-2-Summit, acting through their agents Satterfield and Bos, failed to disclose to actual and prospective customers that at least $295,000 was taken from customer investment funds and provided to Bos for personal use, and that Bos used these funds to purchase a residence in Ludington, Michigan.

24. Graham Street and Shore-2-Summit customers would have found it important to know that Satterfield's forex trading was not profitable, that customer funds were being misappropriated and used to pay returns to other customers in a manner typical of a Ponzi scheme, and that Graham Street and Shore-2-Summit, through their agents, circulated documents falsely showing that Satterfield's trading was profitable and yielding the promised returns. Consequently, Graham Street, Shore-2-Summit and their agents should have disclosed this material information. Graham Street, Shore-2-Summit and their agents were required to disclose all material information and the truth about the misappropriation and the actual use of customer deposits at the time they personally solicited actual and prospective customers, and every day that customers maintained an open account with Graham Street, Shore-2-Summit or Satterfield. The failures to provide this information were material and fraudulent omissions.

25. Graham Street and Shore-2-Summit, acting through their agents Satterfield and Bos, made material misrepresentations to actual and prospective customers, including:

a. misrepresenting that Satterfield was an experienced and successful trader who had been engaged in profitable forex trading for several years;

b. misrepresenting that there would be no risk to the customers' principal and that

investing funds with Satterfield was low risk;

c. misrepresenting how funds provided to Satterfield, Graham Street and Shore-2-Summit would be used, claiming they would be used for trading forex when they were in part used to pay other customers as profit, to pay commissions or fees to Satterfield, Bos, and others, or for the personal use of Satterfield and Bos;

d. misrepresenting that Satterfield's forex trading was profitable and that Graham Street and Shore-2-Summit customers would be able to, and purportedly did, receive returns ranging between approximately 2 percent and 4 percent on the principal amount of their investment per month based on profits generated by Satterfield's forex trading, when none of the Satterfield, Graham Street or Shore-2-Summit forex trading accounts had generated a net monthly profit; and

e. misrepresenting that Graham Street and Shore-2-Summit would return the principal to customers after one year.

26. Throughout the relevant period, Graham Street and Shore-2-Summit, acting through their agents Satterfield and Bos, assured prospective and existing customers, both verbally and in writing, that Satterfield was trading successfully and generating profits through his forex trading when, in fact, Satterfield was consistently losing money on trades. For example, on or about October 10, 2008, Satterfield sent Bos an email that falsely stated "we have sailed through these financial storms with nice profit during the last few weeks" and "our gains are solid and consistent" when in fact the total trading losses incurred in accounts controlled by Satterfield, Graham Street and Shore-2-Summit in October 2008 were at least $56,000.

27. Graham Street and Shore-2-Summit customers were sent false account statements misrepresenting that the customers were earning profitable returns and that their investments

were increasing by 2% to 4% of the principal investment amount per month. In fact, Satterfield's forex trading never achieved these returns. Moreover, none of these statements ever reported a loss despite the fact that the forex trading accounts consistently lost money and the fact that customer funds were being misappropriated to pay returns to other customers, purported commissions and fees, and Satterfield's and Bos' personal expenses.

28. Some Graham Street and Shore-2-Summit customers received account statements that failed to disclose or take into account the funds that Bos received from Graham Street and Shore-2-Summit and the fact that customer funds were being misappropriated.

29. Graham Street, Shore-2-Summit, and their agents used the mails or other means or instrumentalities of interstate commerce, directly or indirectly, to solicit customers and transmit false account statements.

30. Satterfield, Graham Street, Shore-2-Summit, and the FCMs that were the counterparties to the foreign currency transactions at issue were not financial institutions, registered brokers or dealers, insurance companies, financial holding companies, or investment bank holding companies or associated persons of such entities.

31. Some or all of the customers of Graham Street and Shore-2-Summit were not "eligible contract participants" as that term is defined in the Act.

32. The forex transactions conducted by Satterfield, Graham Street and Shore-2-Summit at the FCMs on behalf of their customers were entered into on a leveraged or margined basis. Satterfield, Graham Street and Shore-2-Summit were required to provide only a percentage of the value of the foreign currency contracts that they purchased. The forex transactions conducted by Satterfield, Graham Street and Shore-2-Summit at FCMs neither resulted in delivery of actual currency within two days nor created an enforceable obligation to

deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these forex contracts remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

33. By the conduct described herein, defendants Graham Street and Shore-2-Summit, acting through their agents, knowingly, or with reckless disregard for the truth, violated Sections 4b(a)(1)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(1)(A) and (C), by, among other things, (1) omitting material information, including the fact that the Defendants were misappropriating customer funds; (2) misrepresenting the profitability of Satterfield's trading and omitting material facts concerning the performance of Satterfield's trading; (3) issuing false statements to customers that misrepresented the balance of their accounts and the profitability of Satterfield's trading; and (4) by misappropriating customer funds for their personal use.

34. By the conduct described herein, defendants Graham Street, and Shore-2-Summit, acting through their agents, also violated Sections 4b(a)(1)(B) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(1)(B), by issuing or causing to be issued false account statements and reports reflecting positive returns from Satterfield's trading and increases in the value of customer's interests, and omitting or failing to disclose amounts paid as commissions or fees and amounts paid to Satterfield, Bos, and others for personal use.

35. At all times relevant and in regard to all conduct alleged herein, Satterfield and Bos were agents or employees of Graham Street and Shore-2-Summit and committed the acts and omissions described herein above while acting within the scope of their agency or in the course of their employment with Graham Street and Shore-2-Summit. As such, Graham Street

and Shore-2-Summit are liable for Satterfield's and Bos' conduct in violation of the Act pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2010).

36. The Commission has shown that Graham Street and Shore-2-Summit have engaged, are engaging, or are about to engage in acts and practices which violate Sections 4b(a)(1)(A) and (C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(1)(A) and (C). The Commission has further shown that Graham Street and Shore-2-Summit have engaged, are engaging, or are about to engage in acts and practices which violate Sections 4b(a)(1)(B) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(1)(B).

37. Based on Graham Street's and Shore-2-Summit's fraudulent conduct, there is a reasonable likelihood that further violations of the Act will occur if the Court does not order injunctive relief. In addition, based on Graham Street's and Shore-2-Summit's fraudulent conduct and the principles of equity, there is good cause for the entry of an order directing payment of restitution, and the imposition of other ancillary equitable relief is required to comply with the basic objectives of the Act, as amended by the CRA. Furthermore, the nature of Graham Street's and Shore-2-Summit's violations and the need to deter others from committing similar violations of the Act and Regulations warrants the imposition of a civil monetary penalty.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants Graham Street and Shore-2-Summit have violated Section 4b of the Act, as amended by the CRA. Therefore, judgment shall be and hereby is entered in favor of the Plaintiff, U.S. Commodity Futures Trading Commission, and against Defendants Graham Street and Shore-2-Summit as follows:

III. ORDER FOR PERMANENT INJUNCTION

Pursuant to 7 U.S.C. § 13a-1, the Court may permanently enjoin acts or practices that violate the Act. Accordingly:

A. IT IS HEREBY ORDERED that Graham Street and Shore-2-Summit are permanently restrained, enjoined, and prohibited from directly or indirectly engaging in any conduct in violation of Section 4b of the Act, as amended by the CRA, including but not limited to conduct such as that set forth in Part II above.

B. IT IS HEREBY FURTHER ORDERED that Graham Street and Shore-2-Summit are permanently restrained, enjoined, and prohibited from directly or indirectly:

1. trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, as amended by the CRA and the Dodd-Frank Act, to be codified at 7 U.S.C. § 1a);
2. entering into any transactions involving commodity futures, 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) (2010)) ("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 CRA, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) ("forex contracts") for their own personal account, proprietary account or for any account in which they have a direct or indirect interest;
3. having any commodity futures, options on commodity futures, commodity options and/or forex contracts traded on their behalf;
4. 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 and/or forex contracts;
5. 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 and/or forex contracts;
6. applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010);

7. acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent, officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, to be codified at 7 U.S.C. § 1a) registered, exempted from registration, or required to be registered with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2010); and

8. engaging in any business activities related to commodity interest trading.

C. IT IS HEREBY FURTHER ORDERED that the injunctive relief provisions of this Order shall be binding upon Graham Street and Shore-2-Summit, upon any person who acts in the capacity of principal, officer, agent, employee, attorney, and/or assign of Graham Street, or Shore-2-Summit, and upon any person who receives actual notice of this Order, by personal service or otherwise, insofar as he or she is acting in active concert or participation with Graham Street, or Shore-2-Summit.

IV. ORDER OF RESTITUTION, CIVIL MONETARY PENALTY AND OTHER ANCILLARY EQUITABLE RELIEF

Pursuant to 7 U.S.C. § 13a-1, this Court has the authority to grant ancillary equitable relief that it deems appropriate for violations of the Act, including restitution and disgorgement of ill-gotten gains. As a total of at least $2,784,886.40 in net losses was sustained by the customers of the Corporate Defendants, an order of restitution in this amount is authorized by the Act. In addition to restitution, the Court may impose a civil monetary penalty against any person found to have violated the Act pursuant to 7 U.S.C. § 13a-1(d)(1). The maximum civil penalty permitted under the Act is the greater of $100,000 or triple the monetary gain to the person for each violation of the Act before October 23, 2008, 7 U.S.C. § 13a-1(d)(1), and the greater of $140,000 or triple the monetary gain to the person for each violation of the Act on or after October 23, 2008. 17 C.F.R. § 143.8(a)(1)(iii)-(iv). Because the Corporate Defendants and their agents misappropriated at least $957,146 of customer funds and used these funds for their own

purpose and benefit, this amount will be considered the amount of monetary gain to the Corporate Defendants, and a penalty of $2,871,438, which represents triple the amount of monetary gain, is authorized by the Act.

Accordingly, **IT IS HEREBY ORDERED** that Graham Street and Shore-2-Summit shall comply fully with the following terms, conditions and obligations relating to the payment of restitution and a civil monetary penalty and other ancillary equitable relief:

A. Restitution

1. Graham Street and Shore-2-Summit shall be jointly and severally liable for and pay full restitution and disgorgement in the amount of $2,784,886.40, plus post-judgment interest.

2. Post-judgment interest shall accrue beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961.

3. To effect payment by Graham Street and Shore-2-Summit and distribution of restitution, the Court appoints the National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall collect restitution payments from Graham Street and Shore-2-Summit and make distributions as set forth below. Because the Monitor is acting as an Officer of the Court in the performance of these services, the Monitor shall not be liable for any action or inaction arising from his appointment as Monitor, other than actions involving fraud.

4. Graham Street and Shore-2-Summit shall make restitution payments under this Order in the name "Ronald E. Satterfield – Restitution Fund" and shall send such restitution payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's, or bank money order, to Office of Administration, National Futures Association, 300

S. Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under cover letter that identifies the paying defendant and the name and docket number of the proceeding. The paying defendant shall simultaneously transmit copies of the cover letter and the form of payment to (a) the Director, Division of Enforcement, U.S. Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581, and (b) the Chief, Office of Cooperative Enforcement, at the same address.

5. The Monitor shall oversee the Corporate Defendants' restitution obligation and shall have discretion to determine the manner for distribution of funds in an equitable fashion to the Corporate Defendants' defrauded customers, as appropriate, or may defer distribution until such time as it deems appropriate. In the event that the amount of restitution payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative costs of the making a restitution distribution is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth in Part IV.B., below.

6. Graham Street and Shore-2-Summit shall cooperate with the Monitor and provide such information as the Monitor deems necessary and appropriate to identify the Corporate Defendants' customers to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any restitution payments.

7. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each of the customers identified in Attachment A 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 the restitution amount which has not been paid by the Corporate Defendants, to ensure

continued compliance with any provision of this Order, and to hold the Corporate Defendants in contempt for any violations of any provision of this Order.

8. Graham Street and Shore-2-Summit shall immediately notify the Commission and Monitor if any defendant makes or has previously made any agreement with any investor obligating the defendant to make payments outside this Order. Graham Street and Shore-2-Summit 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 made by a defendant to customers outside of this Order, and receiving evidence of such payments, the Monitor shall have the right to reduce and offset the paying defendant's obligation to specified customers and to make any other changes in the restitution distribution schedule that the Monitor deems appropriate.

9. Graham Street and Shore-2-Summit shall cooperate fully with the Monitor, the Commission, and any other government agency seeking to enforce the provisions of this Order by providing any requested information relating to their financial status including, but not limited to, income and earnings, assets, financial statements, asset transfers, tax returns, bank and trading accounts, and assets held by them in foreign countries.

10. In the event that Graham Street or Shore-2-Summit change their registered agent, address, or telephone number at any time, they shall provide written notice of the new agent, address, or telephone number to the Commission and the Monitor within seven (7) calendar days of the change.

11. All notices required to be given by any provision in this Order shall be sent by certified mail, return receipt requested, as follows:

Notice to the Commission:

Attention - Director of Enforcement
Commodity Futures Trading Commission
Division of Enforcement
1155 21st Street N.W.
Washington, DC 20581

All such notices to the Commission shall reference the name and docket number of this action.

Notice to the Monitor:

Vice President, Compliance
National Futures Association
200 West Madison Street
Chicago, IL 60606

12. Except as provided in paragraph 13 below, upon the entry of this Order, the provisions of the Court's November 22, 2010, Consent Order of Preliminary Injunction and Other Equitable Relief against Satterfield, Graham Street, and Shore-2-Summit that impose a freeze on the assets of Graham Street and Shore-2-Summit shall be lifted. The Court's Consent Orders of Preliminary Injunction and Other Equitable Relief issued in this action shall remain in effect against the other Defendants until otherwise ordered by this Court.

13. Below is a list of accounts held in the names of Graham Street and Shore-2-Summit at various trading firms and banks. Each trading firm and bank listed below is hereby authorized and directed to transfer to the Monitor, within thirty (30) days of service of this Order, all funds in the listed accounts, less any amounts required to cover outstanding administrative or wire transfer fees. Each trading firm and bank listed below shall contact the Monitor for transfer instructions. At no time shall any defendant be afforded access to, or be provided with any funds from, these accounts. The Corporate Defendants shall cooperate fully with the banks and the Monitor in ensuring the transfer of these funds.

a. account no. **4666 at Interbank in the name of Shore-2-Summit;

b. account no. *********7563 at Wachovia Bank in the name of Graham Street;

c. account no. ******2524 at Carolina First Bank in the name of Graham Street; and

d. account number *******7301 at First Citizens Bank in the name of Shore-2-Summit.

14. Graham Street and Shore-2-Summit shall not transfer or cause others to transfer funds or other property to the possession, custody, or control of any other person for the purpose of concealing such funds from the Court, the Commission, the Monitor, or any customer.

15. To the extent that any funds accrue to any U.S. governmental entity, including but not limited to the U.S. Treasury, as a result of the restitution obligation under this Order, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth in this Part IV.A of this Order.

B. Civil Monetary Penalty

16. Graham Street and Shore-2-Summit shall be jointly and severally liable for and pay to the Commission a civil monetary penalty in the amount of $2,871,438, plus post-judgment interest. Post-judgment interest shall accrue beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961.

17. Graham Street and Shore-2-Summit shall pay their civil monetary penalty by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, the payment shall be made payable to the Commodity Futures Trading Commission and sent to 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, Oklahoma 73169
Telephone: 405-954-6644

If payment is to be made by electronic funds transfer, Graham Street, and Shore-2-Summit shall contact Linda Zurhorst or her successor at the above address to receive payment instructions and shall fully comply with those instructions. The paying Defendant shall accompany payment of the penalty with a cover letter that identifies the paying Defendant and the name and docket number of the proceedings. The paying Defendant shall simultaneously transmit copies of the cover letter and the form of payment to the Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581, and the Chief, Office of Cooperative Enforcement, at the same address.

C. Partial Payments

18. Any acceptance by the Commission and/or the Monitor of partial payment of Defendants' restitution obligation and/or civil monetary penalty shall not be deemed a waiver of their obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

D. Equitable Relief Provisions

19. The equitable relief provisions of this Order shall be binding upon Graham Street and Shore-2-Summit, upon any person who acts in the capacity of principal, officer, agent, employee, attorney, and/or assign of Graham Street, or Shore-2-Summit, and upon any person who receives actual notice of this Order, by personal service or otherwise, insofar as he or she is acting in active concert or participation with Graham Street, or Shore-2-Summit.

IV. MISCELLANEOUS PROVISIONS

IT IS FURTHER ORDERED THAT:

20. This Court shall retain jurisdiction of this case to assure compliance with this

Order and for all other purposes related to this action.

21. This Order shall inure to the benefit of and be binding on Graham Street's and Shore-2-Summit's successors, assigns, heirs, beneficiaries, and administrators.

22. Copies of this Order may be served by any means, including facsimile transmission, e-mail, United Parcel Service and Federal Express, upon Graham Street, Shore-2-Summit, and any other entity or person that may be subject to any provision of this Order.

IT IS FURTHER ORDERED that there being no just cause for delay, the Clerk of the Court shall enter final judgment against Graham Street and Shore-2-Summit forthwith.

IT IS SO ORDERED this 17 day of June, 2011, at Charleston, South Carolina.

Richard Mark Gergel
United States District Judge

ATTACHMENT A TO DEFAULT JUDGMENT ORDERING PERMANENT INJUNCTION, RESTITUTION, CIVIL MONETARY PENALTY AND OTHER EQUITABLE RELIEF AGAINST DEFENDANTS GRAHAM STREET FOREX GROUP, LLC, AND SHORE-2-SUMMIT FINANCIAL, LLC, CASE NO. 2:10-CV-2893 (U.S.D.C. SOUTH CAROLINA)

CUSTOMER NAME	CUSTOMER/POOL TYPE	STATE
Bazuin, Willard	Shore-2-Summit	MI
Boerman, Joyce	Shore-2-Summit	MI
Boss, Richard	Shore-2-Summit	MI
Bouwense Family Trust	Shore-2-Summit	MI
Breukur, Bryan	Shore-2-Summit	MI
Brouwer, Roger	Shore-2-Summit	MI
Decan, Evelyn	Shore-2-Summit	MI
DeJorge, Ronald	Shore-2-Summit	MI
Den Uyl, Dean	Shore-2-Summit	MI
De Vries, Shirley	Shore-2-Summit	MI
Goeman, Russell	Shore-2-Summit	MI
Gras Enterprises (Jerry Gras)	Shore-2-Summit	MI
Klein, Earl	Shore-2-Summit	MI
Klompmaker Family Trust	Shore-2-Summit	MI
Lanniga, Art	Shore-2-Summit	MI
Maatman, Herbert	Shore-2-Summit	MI
Meiste Trust/ Ed Mieste	Shore-2-Summit	MI
Michmerhuizen, Ken	Shore-2-Summit	MI
Pelgrim, Theresa	Shore-2-Summit	MI
Rietema, Anthony	Shore-2-Summit	MI
Shearer, Frank	Shore-2-Summit	MI
Smith-Horn, Marilynn	Shore-2-Summit	MI
Vandeuberg, David	Shore-2-Summit	MI
VerBeck, Kenneth	Shore-2-Summit	MI
Wabeke, Randall	Shore-2-Summit	MI
Weiland, Marguerite	Shore-2-Summit	MI
Willis, Rene	Shore-2-Summit	MI
Wood. Lowell	Shore-2-Summit	MI
Zeerip, Glen	Shore-2-Summit	MI
Zeerip, Jason	Shore-2-Summit	MI

Baumann, Dick and Kathy	Graham Street	MI
Brookhouse, Leroy and Geneva	Graham Street	MI
Brouwer, Carlton and Lorraine	Graham Street	MI
Bos, Todd and Anita	Graham Street	MI
Bos, John	Graham Street	MI
Cole Family Trust	Graham Street	MI
DeJonge, Paul (Account 1)	Graham Street	MI
DeJonge, Paul (Account 2)	Graham Street	MI
DeJonge, Ivan	Graham Street	MI
Goemann, Russell	Graham Street	MI
Dornbush, Eugene	Graham Street	MI
Geertman, David	Graham Street	MI
Holland Capital Group	Graham Street	MI
Klompmaker Family Trust	Graham Street	MI
Bernard Meiste Trust	Graham Street	MI
Judy Meiste Trust	Graham Street	MI
Overweg, Mike and Amy	Graham Street	MI
Rozema, Charles	Graham Street	MI
Peerbolt, Loran R.	Graham Street	MI
Sprik, Steve and Karla	Graham Street	MI
Sprik, Lyle	Graham Street	MI
Van Huis Trust	Graham Street	MI
Wabeke, Bruce	Graham Street	MI
Wiersma, John and Helen	Graham Street	MI
Witt, David and Shirley	Graham Street	MI
Vande Vusse Family Trust	Graham Street	MI
Al Wood	Graham Street	SC
Bart Peacher	Graham Street	SC
Tom Hardiman	Graham Street	NC
Trace Chiodo	Graham Street	SC
Noel Fuller	Graham Street	SC
Vanessa Carr	Graham Street	NC
Gary Sanderson	Graham Street	SC
Bonnie Hatch	Graham Street	SC
Jason Hoehr	Graham Street	SC
Lori Taylor	Graham Street	SC
Brett Endress	Graham Street	NC