



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

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BERNARD and NAOMI GOLDSMITH,	)	
Complainants	)	
	)	
v.	)	CFTC Docket
	)	No. 97-R103
AMERICAN FUTURES GROUP, INC.,	)	
and MARTIN AMTMAN,	)	
Respondents	)	
_____	)	

**ORDER OF DISMISSAL**

The parties settled their dispute in April 1998, although they did not inform the Court of the settlement until one month later. The stipulation of dismissal filed by the parties on May 7, 1998, provided for a 13-month settlement which, without consulting with the Judgment Officer, ostensibly required the Judgment Officer to "oversee compliance with the payment agreement" while the case remained on the active docket for the full 13 months. Following receipt of that document, the parties were informed that such a lengthy settlement was not usually acceptable because the policy of the Judgment Officer is to retain a settled case on a docket for no longer than six months provided *advance arrangements* are made to do so. Nevertheless, the parties were allowed to have the benefit of their agreement for ongoing supervision only if the Judgment Officer was kept fully apprised of any problems or developments.

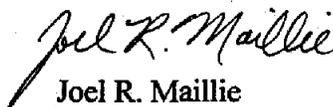
No party has made any effort to keep this Office informed. Follow-up calls were made to complainant's attorney, Jack Fruchter, in November 1998 and this month. Mr. Fruchter, in response to the latter inquiry, left a message that respondent Amtman had failed to make "a couple of" payments on the schedule required by the agreement. However, the parties had arranged for Mr. Amtman to be given more time and Mr. Fruchter anticipated that the agreement's terms would be fulfilled (he did not say whether that meant the original schedule would be met or if the entire schedule was delayed). Respondent Amtman's attorney, Gary Sinclair, has not been heard from regarding his client's problems or any changes to the terms of the settlement.

The parties' attorneys clearly have no need of continued supervision over this matter. Mr. Fruchter has shown little interest in providing the information necessary to allow the Judgment Officer to "oversee compliance" of the settlement after having imposed that duty without

permission in the first place. Under the circumstances, since there is no remaining dispute except for compliance with the parties' settlement contract, there is no further need to keep the case on the active docket.

Accordingly, the proceeding is DISMISSED. Although it is anticipated that Mr. Amtman will continue to abide by the settlement's terms, any breach of those terms is deemed to be purely a contract dispute and complainants' remedies will have to be pursued in an appropriate forum. No such matters may be brought in reparations, however.

Dated: June 22, 1999



Joel R. Maillie  
Judgment Officer