

UNITED STATES OF AMERICA
Before the
COMMODITY FUTURES TRADING COMMISSION

GARY MORAN,

Complainant,

v.

CONCORDE TRADING GROUP, INC.,
DAVID J. AGUIRRE, MICHAEL W. MALOTT,
KENNETH L. VOSS, AND
GEORGE LEDO

Respondents.

Docket No. 01-R045

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COMMODITY FUTURES TRADING COMMISSION
WASHINGTON, D.C. 20541

NOTICE and ORDER of
DEFAULT JUDGMENT as to CONCORDE TRADING GROUP, INC.

By Motion filed on May 22, 2002, Complainant Moran moves the Court to issue a Default Judgment as to Respondent Concorde Trading Group, Inc. Moran seeks judgment in the amount of Thirty-Eight Thousand Four-Hundred and Seventy-Eight Dollars (\$38,478)¹.

On or about March 12, 2002, Feder & Dunn, counsel for Respondent Concorde, moved the Court for leave to withdraw from representation, citing Concorde's failure to respond to all attempts at communication. The motion was granted on or about April 30, 2002. Since that time, Concorde has ignored these proceedings and failed to comply with the Orders of this Court.

On or about May 1, 2002, the Court Ordered all Parties to advise it as to whether or not they intended to appear at the scheduled hearing on the merits. The Parties were warned

¹ Complainant's Amended Pre-hearing Brief claimed reparations in the amount of Fifty-Six Thousand Nine-Hundred and Seventy-Eight Dollars (\$56,978). Through Settlement Agreements with each of the individual Respondents, Complainant will receive payments totaling Eighteen Thousand Five-Hundred Dollars (\$18,500). The balance is Thirty-Eight Thousand Four-Hundred and Seventy-Eight Dollars (\$38,478).

that failure to comply with the Order would be deemed a waiver of the right to a hearing. Respondent Concorde again failed to respond.

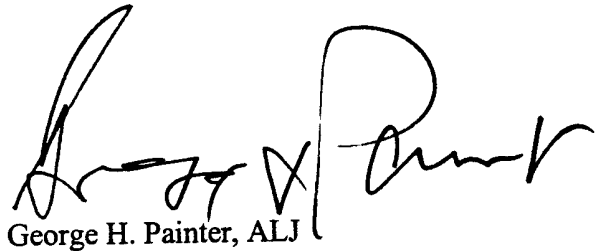
Now, therefore, the Court finds that Concorde Trading Group is in default, and is deemed to have violated the Commodity Exchange Act as alleged in the Complaint. The Court further finds and concludes that wrongdoing on the part of Concorde Trading Group caused or contributed to the losses sustained by Complainant Moran.

For good cause shown, the Court hereby **GRANTS** Complainant Moran's Motion for Default Judgment with respect to Concorde Trading Group, Inc. Concorde is **ORDERED** to pay Complainant Thirty-Eight Thousand Four-Hundred and Seventy-Eight Dollars (\$38,478). Interest, at the rate of 2.4% per year, shall begin to accrue as of the date of this Order.

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So Ordered,

This 24th day of May 2002



George H. Painter, ALJ