

Civil Monetary Penalty and Other Equitable Relief Against Defendants Jeremiah C. Yancy and Longbranch Group International LLC (“Consent Order”);

2. Affirm that Defendants have read and agreed to this Consent Order voluntarily, and that no promise or threat has been made by the Commission or any member, officer, agent or representative thereof, or by any other person, to induce consent to this Consent Order, other than as set forth specifically herein;

3. Acknowledge proper service of the summons and Complaint;

4. Admit the jurisdiction of this Court over them and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), which authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation or order thereunder;

5. Admit that venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006);

6. Waive:

a. any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), and/or Part 148 of the Commission Regulations (“Regulations”), 17 C.F.R. § 148.1, *et seq.* (2010), relating to, or arising from, this action;

b. any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868 (1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-207 (2007), relating to, or arising from, this action;

c. any and all claims of Double Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and

d. any and all rights of appeal in this action;

7. Consent to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this case, even if Defendants now, or in the future, reside outside the jurisdiction;

8. Agree that neither Defendants nor any of their agents or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or Findings of Fact or Conclusions of Law contained in this Consent Order, or creating, or tending to create, the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect the Defendants': (i) testimonial obligations; or (ii) right to take legal positions in other proceedings to which the Commission is not a party. Defendants shall undertake all steps necessary to ensure that all of their agents and employees under their authority or control understand and comply with this agreement; and

9. By consenting to the entry of this Consent Order, Defendants neither admit nor deny the allegations of the Complaint or the Findings of Fact and Conclusions of Law contained in this Consent Order, except as to jurisdiction and venue, which they admit. However, Defendants agree and intend that the allegations of the Complaint shall be taken as true and correct and be given preclusive effect, without further proof, in the course of: (i) any current or subsequent bankruptcy proceeding filed by, or on behalf of, or against either of the Defendants; (ii) any proceeding to enforce this Consent Order; and (iii) any proceeding pursuant to Sections

8a(1)-(2) of the Act, 7 U.S.C. §§ 12a(1)-(2) (2006), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 *et seq.* (2010). Each Defendant shall provide immediate notice of any bankruptcy filed by, on behalf of, or against that Defendant and shall provide immediate notice of any change of address, telephone number, or contact information in the manner required by Part V of this Consent Order.

10. No provision of this Consent Order shall in any way limit or impair the ability of any person to seek any legal or equitable remedy against any of the Defendants or any other person in any other proceeding.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of findings of fact, conclusions of law and a permanent injunction and equitable relief, pursuant to § 6c of the Act, 7 U.S.C. § 13a-1 (2006), as set forth herein.

A. Jurisdiction and Venue

11. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006).

12. This Court has personal jurisdiction over Defendants, who acknowledge service of the summons and Complaint and consent to the Court's jurisdiction over them.

13. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), in that Defendants are found in, inhabit, and/or transact business in this district, and the acts and practices in violation of the Act, the Act, as amended by the CRA, have occurred, are occurring, or are about to occur within this district, among other places.

B. The Parties

14. Plaintiff **United States Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.* (2006), the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2010).

15. Defendant **Jeremiah C. Yancy, a/k/a Jeremiah C. Glaub**, resides in Atoka, Oklahoma. Yancy is the chief executive officer (“CEO”), president, and principal of Longbranch Group International LLC and Longbranch LLC. Yancy has never been registered in any capacity with the Commission.

16. Defendant **Longbranch Group International LLC, f/k/a Longbranch LLC**, is a Texas limited liability company formed on or about January 5, 2009, with its principal place of business at 333 N. Sam Houston Parkway E, Houston, Texas 77060. Longbranch Group International LLC applied in November 2008 to be a commodity trading advisor with the CFTC, but withdrew its application. Longbranch Group International LLC is a successor entity to Longbranch LLC, an Idaho for-profit corporation incorporated by Yancy on February 13, 2008, with an address in Boise, Idaho. Longbranch LLC was administratively dissolved on May 6, 2009.

C. Findings of Fact

17. From July 2008 to August 2010, Yancy and Longbranch, by and through its employees and agents, solicited 64 customers to open forex accounts. Defendants solicited over \$1 million of customer funds intended for use in forex trading from 36 of the customers solicited. Defendants’ customers included members of Yancy’s church in Idaho where he was a pastor.

Defendants told prospective customers that they managed forex trading for non-profit organizations, including churches and orphanages.

18. Defendants also solicited prospective customers through several “fund-raising entities” to trade in forex, as well as for several other financial schemes operated by Defendants.

19. Defendants made misrepresentations to prospective customers through telephone conference calls set up by the fund-raising entities. Further, Defendants’ misrepresentations were passed along to customers via emails from the fund-raising entities.

20. To solicit customers, Defendants, directly and through the fund-raising entities, represented to prospective customers that they would earn 20 to 40 percent monthly returns through forex trading and told some customers that their principal was guaranteed. Defendants also sent, directly and through the fund-raising entities, account statements to prospective customers showing high returns, telling customers that the statements were for forex accounts purportedly containing up to \$10 million traded by Defendants. Defendants did not inform customers that these forex trading account statements were for demonstration and/or test accounts and did not represent actual trading of accounts containing any customer funds.

21. Defendants also represented to customers that Yancy had known Longbranch’s forex trader for at least seven years. In fact, Yancy had met the forex trader less than a year before making these representations.

22. Based on Defendants’ misrepresentations, 64 customers opened forex trading accounts with Forex Direct Dealer (“FXDD”). Of the 64 customer accounts at FXDD, 36 customers funded their accounts with a net total of \$630,000.

23. All the accounts at FXDD were opened in individual customer names and managed through a limited power of attorney (“LPOA”) given to Longbranch. Each customer

account was linked to a Longbranch trading account through a “percentage allocation management module” (“PAMM”). The PAMM structure allowed Defendants to trade on behalf of multiple customer accounts and to allocate profits and losses on a percentage basis among those accounts, depending on their capitalization. The majority of customer accounts managed by Defendants through the PAMMs had net losses of up to 95 percent over the life of the accounts. Although some customers withdrew funds from their accounts within a short time after funding and earned minimal profits through forex trading, on the whole, the PAMM accounts lost \$230,000.

24. Additionally, four customers sent \$169,000 to Defendants, either directly or through one of the fund-raising entities, for the purpose of trading forex, but the money was never deposited into forex trading accounts in those customers’ names. Instead, Defendants deposited these funds into bank accounts in Longbranch’s name, commingled the funds with Defendants’ funds, and misappropriated the funds for their own use and business expenses.

25. Defendants told one customer that the funds he invested with Defendants to trade forex were never actually traded, but instead went to pay another investor. Therefore, Defendants operated a Ponzi scheme.

26. Defendants also received \$330,000 of customer funds, which Defendants commingled with Defendants’ own funds and then deposited into forex trading accounts in Defendants’ own names. After trading these funds for a net profit of \$46,000, Defendants withdrew all but \$5,000 from these trading accounts, returned \$78,000 to customers and misappropriated the remaining \$293,000 of these customer funds.

27. In total, Defendants misappropriated \$462,000 of customer funds. Further, customers suffered at least \$230,000 in losses from forex trading conducted by Defendants.

28. Neither Defendants, Defendants' customers, nor the Futures Commission Merchants ("FCMs") that were the counterparties to the forex transactions were financial institutions, registered broker dealers, insurance companies, bank holding companies, or investment bank holding companies or the associated persons of financial institutions, registered broker dealers, insurance companies, bank holding companies, or investment bank holding companies.

29. Defendants, along with some or all of Defendants' customers, were not "eligible contract participants" as that term is defined in the Act. *See* Section 1a(12)(A)(v) and (xi) of the Act, 7 U.S.C. § 1a(12)(A)(v) and (xi) (2006). An "eligible contract participant," as relevant here, is: (1) an individual with total assets in excess of (i) \$10 million, or (ii) \$5 million and who enters the transaction "to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual;" and (2) "a corporation . . . that has total assets exceeding \$10,000,000 . . ."

30. The forex transactions conducted by Defendants at FCMs, both on behalf of their customers and in accounts in Defendants' names, were entered into on a leveraged or margined basis. Defendants' customers were required to provide only a percentage of the value of the forex contracts that they purchased.

31. The forex transactions conducted by Defendants neither resulted in delivery 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).

D. Conclusions of Law

32. Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C), make it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; [or] (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

33. From July 2008 to August 2010, in or in connection with forex contracts, made, or to be made, for or on behalf of or with other persons, Defendants cheated or defrauded, or attempted to cheat or defraud, customers or prospective customers and willfully deceived or attempted to deceive customers or prospective customers by, among other things, knowingly (i) misappropriating customer funds by not depositing those funds into customer trading accounts but instead using customer funds for personal and business use; (ii) sending customers account statements for the demonstration trading accounts but representing that such statements were for actual trading accounts; (iii) telling customers that Defendants' forex trading would result in monthly profits of 20 to 40 percent when, in fact, Defendants' forex trading lost money over the life of the accounts; (iv) telling customers that Yancy had known Defendants' forex trader for several years; and (v) telling some customers that their principal was guaranteed, all in violation

of Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C).

34. Defendants engaged in the acts and practices described above knowingly or with reckless disregard for the truth.

35. The foregoing acts, misrepresentations, omissions, and failures of Yancy, along with other Longbranch employees and agents, occurred within the scope of their employment with Longbranch; therefore, Longbranch is liable for these acts 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), as principal for its agent's acts, omissions or failures of the Act, as amended by the CRA.

36. Plaintiff has demonstrated good cause why equitable remedies, including restitution and trading bans, should be imposed on Defendants as set forth below.

III. ORDER OF PERMANENT INJUNCTION AND OTHER RELIEF

IT IS HEREBY ORDERED THAT:

37. Defendants shall be permanently restrained, enjoined, and prohibited from engaging, directly or indirectly, in any conduct in violation of Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, to be codified at 7 U.S.C. §§ 6b(a)(2)(A)-(C).

38. Defendants shall be permanently restrained, enjoined, and prohibited from engaging, directly or indirectly:

- a. trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29) (2006));
- b. 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 account or for any account in which they have a direct or indirect interest;
- c. having any commodity futures, options on commodity futures, commodity options, and/or forex contracts traded on their behalf;
 - d. 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;
 - e. 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;
 - f. 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); and
 - g. acting as a principal (as that term is defined in Regulation 3.1(a)), agent or any other officer or employee of any person (as that term is defined in Section 1a(28) of the Act, 7 U.S.C. § 1a(28) (2006)) 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).

39. The injunctive provisions of this Consent Order shall be binding upon Defendants, upon any person who acts in the capacity of an agent, employee, representative, and/or assign of Defendants and upon any person who receives actual notice of this Consent Order, by personal service or otherwise, insofar as he or she is acting in active concert or participation with Defendants.

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

IT IS FURTHER ORDERED THAT:

40. Defendants shall comply fully with the following terms, conditions and obligations relating to the payment of restitution and a civil monetary penalty. The equitable and statutory relief provisions of this Consent Order shall be binding upon Defendants and any person who is acting in the capacity of officer, agent, employee, servant, or attorney of Defendants, and any person acting in active concert or participation with Defendants.

A. Restitution

41. Restitution Obligation: Defendants are hereby jointly and severally liable to pay restitution in the amount of \$692,000, plus post-judgment interest (hereinafter "Restitution Obligation"). Post-judgment interest on this Restitution Obligation shall accrue beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

42. Appointment of Monitor and Collection and Distribution of Restitution: To effect payment by Defendants and distribution of restitution, the Court appoints the National Futures Association ("NFA") as Monitor. The Monitor shall collect the Restitution Obligation from the Defendants and make distributions as set forth below. Because the Monitor is not being specially compensated for these services, and these services are outside the normal duties of the

Monitor, the Monitor shall not be liable for any action or inaction arising from its appointment as Monitor, other than actions involving fraud.

43. Defendants shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendants' customers, whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any restitution payments.

44. Defendants shall make restitution payments to NFA in the name of "Jeremiah Yancy/Longbranch-Restitution Fund" and shall send such restitution payments by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order made payable to and sent to the Office of Administration, National Futures Association, 300 S. Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under a cover letter that identifies the paying Defendant and the name and docket number of this proceeding. The paying Defendant shall simultaneously transmit a copy of the cover letter and the form of payment to the Director, Division of Enforcement, United States Commodity Futures Trading Commission, at the following address: 1155 21st Street, N.W., Washington, DC 20581, and to the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

45. The Monitor shall oversee Defendants' Restitution Obligation and shall have discretion to determine the manner for distribution of funds in an equitable fashion to the customers whose claims are or have been allowed in the claims process, or may defer distribution until such time as it deems appropriate. In the event that the amount of the 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, as discussed in Part IV.B, below.

46. To the extent that any funds accrue to the U.S. Treasury as a result of the Restitution Obligation, such funds shall be transferred to the Monitor for disbursement to customers in accordance with the procedures set forth in the preceding paragraph.

47. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, Longbranch customers are explicitly made intended third-party beneficiaries of this Consent Order and may seek to enforce obedience of this Consent Order to obtain satisfaction of any portion of the Restitution Obligation which has not been paid by Defendants. Nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under federal, state, or common law to assert a claim for recovery against Defendants subject to any offset or credit that Defendants may be entitled to claim under the law governing that customer's claim. Subsequent to the entry of this Consent Order, each Defendant shall provide the Commission and the Monitor with immediate notice of any filing or compromise and settlement of any private or governmental actions relating to the subject matter of this Consent Order in the manner required by Part V of this Consent Order.

B. Civil Monetary Penalty

48. Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and Regulation 143.8(a)(1), 17 C.F.R. § 143.8(a)(1) (2010), this Court may impose an order directing Defendants to pay a civil monetary penalty ("CMP"), to be assessed by the Court, in amounts of not more than the greater of (1) triple the monetary gain to Defendants for each violation of the Act, the Act, as amended by the CRA,; or (2) \$130,000 for each violation of the Act, the Act, as amended by the CRA, and Regulations occurring from October 23, 2004 through October 22,

2008, and \$140,000 for each violation of the Act, the Act, as amended by the CRA, occurring on or after October 23, 2008.

49. In determining the amount of the CMP to be paid by the Defendants, the Court has considered the egregiousness, duration, and scope of the fraud and violations of the Act, the Act, as amended by the CRA. A proper showing having been made, Defendant Yancy and Defendant Longbranch are each hereby assessed a CMP in the amount of \$692,000, plus post-judgment interest, which shall be paid within ten (10) days of the date of the entry of this Consent Order (the "CMP Obligations"), for total CMPs in the amount of \$1,384,000. Should Defendants not satisfy their CMP Obligations within ten (10) days of the date of entry of this Consent Order, post-judgment interest shall accrue on the CMP Obligations 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 Consent Order pursuant to 28 U.S.C. § 1961.

50. Defendants shall pay the CMP Obligations 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 by other than electronic funds transfer, the payment shall be made payable to the United States Commodity Futures Trading Commission and sent to the address below:

United States Commodity Futures Trading Commission
Division of Enforcement
ATTN: Marie Bateman – AMZ-300
DOT/FAA/MMAC
6500 S. MacArthur Boulevard
Oklahoma City, Oklahoma 73169
Telephone: (405) 954-6569

If the payment is to be made by electronic funds transfer, Defendants shall contact Marie Bateman, or her successor, at the above address for payment instructions, and shall fully comply with those instructions. Defendants shall accompany the payment of the CMP Obligations with

a cover letter that identifies the paying Defendant and the name and docket number of this proceeding. Defendants shall simultaneously transmit copies of the cover letter and the form of payment to the Director, Division of Enforcement, United States Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, DC 20581; and to the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

C. Provisions Related to Monetary Sanctions

51. Priority of Payments: All payments by Defendants pursuant to this Consent Order shall first be applied to satisfaction of the Restitution Obligation ordered in Part IV.A of this Consent Order. After satisfaction of the Restitution Obligation ordered in Part IV.A of this Consent Order, payments by Defendants pursuant to this Consent Order shall be applied to satisfy the CMP ordered in Part IV.B of this Consent Order.

52. Partial Satisfaction: Any acceptance by the CFTC and/or Monitor of partial payment of the restitution obligation or CMP obligations ordered in this Consent Order shall not be deemed a waiver of the Defendants' requirement to make further payments pursuant to this Consent Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

D. Cooperation

53. Defendants shall continue to cooperate fully with the Commission and any government agency seeking to enforce the Restitution Obligation, CMP Obligations and/or ancillary relief provisions of this Consent Order by providing any requested information relating to their financial status, including, but not limited to, income and earnings, assets, financial statements, asset transfers, and tax returns.

V. MISCELLANEOUS PROVISIONS

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

Notice to Commission:

Director of Enforcement
U.S. Commodity Futures Trading Commission
1155 21st Street, N.W.
Washington, DC 20581

Notice to Defendants:

Jeremiah C. Yancy
140 S. Oakhill Lane
Atoka, Oklahoma 74525

55. Telephone/Address Changes: In the event that Defendants change their residential or business telephone number(s) and/or address(es) at any time, they shall provide written notice of the new number(s) and/or address(es) to the Commission within twenty (20) calendar days thereof.

56. Entire Agreements and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement among the parties hereto. Nothing shall serve to amend or modify this Consent Order in any respect whatsoever, unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this Court.

57. Invalidation: If any provision of this Consent Order or the application of any provisions or circumstances is held invalid, the remainder of this Consent Order and the application of the provision to any other person or circumstance shall not be affected by the holding.

58. Waiver: The failure of any party hereto at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

59. Acknowledgements: Upon being served with copies of this Consent Order after entry by the Court, Defendants shall sign acknowledgements of such service and serve such acknowledgements on the Court and the Commission within seven (7) calendar days.

60. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this case to assure compliance with this Consent Order and for all other purposes related to this action.

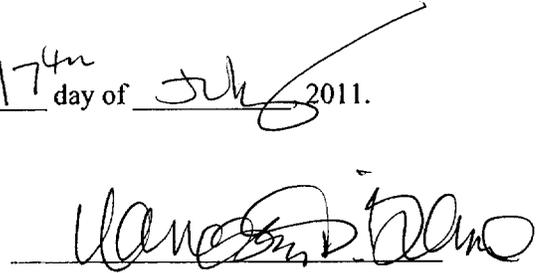
61. Authority: Yancy hereby warrants that he is the president of Longbranch, and that this Consent Order has been duly authorized by Longbranch and he has been duly empowered to sign and submit this Consent Order on behalf of Longbranch.

62. Counterparts and Facsimile Execution: This agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this agreement that is delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this agreement.

There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Consent Order for Permanent Injunction, Restitution, Civil Monetary Penalty and Other Equitable Relief Against Defendants Jeremiah C. Yancy and Longbranch Group International LLC.

IT IS SO ORDERED.

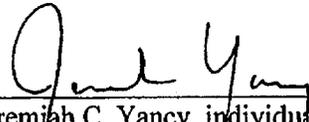
DONE AND ORDERED at Houston, Texas, this 17th day of July 2011.



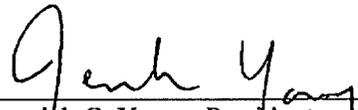
HON. VANESSA GILMORE

United States District Judge

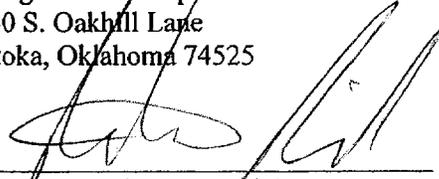
CONSENTED AND APPROVED BY:


Jeremiah C. Yancy, individually, *pro se*
140 S. Oakhill Lane
Atoka, Oklahoma 74525

Date: 5-7-11


Jeremiah C. Yancy, President
Longbranch Group International LLC
140 S. Oakhill Lane
Atoka, Oklahoma 74525

Date: 5-7-11


Andrew L. Ridenour, Trial Attorney
(Attorney-in-Charge)
Elizabeth L. Davis, Senior Trial Attorney
Counsel for Plaintiff
U.S. Commodity Futures Trading Commission
1155 21st Street, N.W.
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Telephone: (202) 418-5300

Date: 7-12-11