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Attorneys for Plaintiff Commodity Futures Trading Commission

11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA  
 13 SOUTHERN DIVISION

**FILED**  
 MAR 24 2003  
 CLERK, U.S. DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 SOUTHERN DIVISION AT SANTA ANA  
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 JS-5/JS-6  
 JS-2/JS-3

14 COMMODITY FUTURES TRADING )  
 15 COMMISSION, )

16 BY: Plaintiff, )

17 vs. )  
 18 FX ADVISORS, LLC, FX ADVISORS )  
 19 EAST, LLC, FX ADVISORS PACIFIC, )  
 20 LLC, MAS FX LLC, formerly known as )  
 21 MAS FINANCIAL SERVICES, INC, )  
 22 GLOBAL EQUITY MANAGEMENT )  
 23 GROUP, LLC, BRIAN MOORE, RON )  
 24 ROZILLIO, DENNIS HEYBURN, DON )  
 25 LAKIN, FARZAD NAFEIY AND )  
 26 CHRISTIAN WEBER, )  
 27 Defendants. )

Case No.  
 SACV 02-173-DOC(ANX)

CONSENT ORDER OF PERMANENT  
 INJUNCTION AND OTHER  
 ANCILLARY RELIEF AGAINST  
 DEFENDANT FARZAD NAFEIY

ENTER ON ICMS  
 2605  
 MAR 25 2003

25 On February 20, 2002, Plaintiff, Commodity Futures Trading Commission ("CFTC" or  
 26 "Commission"), filed a complaint against defendants MAS FX, LLC a/k/a MAS Financial  
 27 Services, LP ("MAS FX"), FX Advisors, LLC ("FXA"), FX Advisors Pacific, LLC ("FXP"), FX  
 28 Advisors East, LLC ("FXE"), Global Equity Management Group, LLC ("GEM"), Brian Moore,

149 ORIGINAL

1 Ron Rozillio, Christian Weber, Dennis Heyburn, Don Lakin and Farzad Nafeiy (collectively, the  
2 "defendants") seeking injunctive and other equitable relief, as well as the imposition of civil  
3 penalties, for violations of the Commodity Exchange Act, as amended ("Act"), 7 U.S.C. §§ 1 et  
4 seq. (2001), and the Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 et seq.  
5 (2001). This Court entered a Statutory Restraining Order against the defendants on February 21,  
6 2002, a Consent Order of Preliminary Injunction and Other Ancillary Relief Against Global  
7 Equity Management Group, LLC and Don Lakin on March 7, 2002, an Order of Preliminary  
8 Injunction and Other Ancillary Relief Against Christian Weber on March 7, 2002, a Consent  
9 Order of Preliminary Injunction and Other Ancillary Relief Against FX Advisors, LLC, FX  
10 Advisors East, LLC, FX Advisors Pacific, LLC, MAS FX, LLC, Brian Moore, Ron Rozillio and  
11 Dennis Heyburn on March 21, 2002 and an Order of Preliminary Injunction and Other Ancillary  
12 Relief Against Defendant Farzad Nafeiy on August 14, 2002. Entry of this Consent Order of  
13 Permanent Injunction and Other Ancillary Relief would conclude this action as to defendant  
14 Farzad Nafeiy ("Nafeiy").

## 15 L

### 16 CONSENTS AND AGREEMENTS

17 To effect settlement of the matters alleged in the Complaint against Nafeiy without a trial  
18 on the merits or any further judicial proceedings, defendant Nafeiy:

- 19 1. Consents to the entry of this Consent Order of Permanent Injunction and Other  
20 Equitable Relief Against Nafeiy ("Order").
- 21 2. Affirms that he has agreed to this Order voluntarily, and that no promise or threat has  
22 been made by the Commission or any member, officer, agent or representative thereof, or by any  
23 other person, to induce consent to this Order, other than as set forth specifically herein.
- 24 3. Acknowledges service of the Summons and Complaint.
- 25 4. Admits jurisdiction of this Court over him and the subject matter of this action  
26 pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001).
- 27
- 28

1           5. Admits that venue properly lies with this Court pursuant to Section 6c of the Act,  
2 7 U.S.C. § 13a-1 (2001).

3           6. Waives:

4               a. the entry of findings of fact and conclusions of law pursuant to Rule 52 of the  
5 Federal Rules of Civil Procedure, except as set forth below;

6               b. all claims which he may possess under the Equal Access to Justice Act,  
7 5 U.S.C. § 504 (1994) and 28 U.S.C. § 2412 (1994), as amended by Pub. L. No. 104-121,  
8 §§ 231-32, 110 Stat. 862-63, and Part 148 of the Regulations, 17 C.F.R. § 148.1, et seq.  
9 (2001), relating to, or arising from, this action;

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

13              d. all rights of appeal from this Order.

14           7. By consenting to the entry of this Order, defendant Nafeiy neither admits nor denies  
15 the allegations of the Complaint except as to jurisdiction and venue, which he admits. However,  
16 Nafeiy agrees that the allegations of the Complaint and the findings made by this Court in the  
17 Order are taken as true and correct and shall be given preclusive effect without further proof only  
18 for the purpose of any subsequent bankruptcy proceeding filed by, on behalf of, or against  
19 Nafeiy for the purpose of determining whether his restitution obligation, civil monetary penalty  
20 and/or other payments ordered herein are excepted from discharge. Further, if Nafeiy at any  
21 time files, or has filed on his behalf, or has filed against him, any bankruptcy proceeding in  
22 which he seeks to discharge his restitution obligation, the full unpaid amount of the civil  
23 monetary penalty shall be accelerated and become immediately due and owing.

24           8. Nafeiy agrees that neither he nor his agents, employees or representatives acting under  
25 their authority or control will take any action or make any public statement denying, directly or  
26 indirectly, any allegations of the Complaint or findings or conclusions in this Order, or creating  
27 or tending to create, the impression that the Complaint or Order is without a factual basis;  
28 provided, however, that nothing in this provision shall affect Nafeiy's (i) testimonial obligations,

1 or (ii) his right to take legal positions in other proceedings to which the Commission is not a  
2 party. Nafeiy will undertake all steps necessary to assure that all of his agents, employees and  
3 representatives understand and comply with this agreement.

4 9. Nafeiy consents to the continued jurisdiction of this Court for the purpose of enforcing  
5 the terms and conditions of this Order and for any other purposes relevant to this case.

## 6 II.

### 7 FINDINGS AND CONCLUSIONS

8 The Court, being fully advised in the premises, finds that there is good cause for the entry  
9 of this Consent Order and that there is no just reason to delay. The Court therefore directs the  
10 entry of the findings of fact and conclusions of law below, and a permanent injunction and  
11 ancillary equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), as set forth  
12 herein.  
13

14 1. This Court has jurisdiction over Nafeiy, and the subject matter of this action, pursuant  
15 to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2001), which authorizes the Commission to seek  
16 injunctive relief against any person whenever it shall appear that such person has engaged, is  
17 engaging or is about to engage in any act or practice constituting a violation of any provision of  
18 the Act or any rule, regulation or order thereunder.  
19

20 1. This Court has subject matter jurisdiction over this action and the allegations in  
21 the Complaint pursuant to Section 6c of the Act.

22 2. This Court has personal jurisdiction over Nafeiy and Nafeiy has waived service of  
23 Summons and the Amended Complaint and consented to the Court's jurisdiction over him.

24 2. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C.  
25 § 13a-1 (2001), in that Nafeiy is found in, inhabits, or transacts business in this district, and the  
26 acts and practices in violation of the Act have occurred, are occurring, or are about to occur  
27 within this district, among other places.  
28



1 contract of sale of any commodity for future delivery, made, or to be made, for or  
2 on behalf of any other person if such contract for future delivery is or may be used  
3 for (A) hedging any transaction in interstate commerce in such commodity or the  
4 products or byproducts thereof, or (B) determining the price basis of any  
5 transaction in interstate commerce in such commodity, or (C) delivering any such  
6 commodity sold, shipped, or received in interstate commerce for the fulfillment  
7 thereof, in violation of Section 4b(a)(i) and (iii) of the Act, 7 U.S.C. § 6b(a)(i) and  
8 (iii)(2001) and Regulation 1.1(b)(1) and (3), 17 C.F.R. § 1.1(b)(1) and (3)(2002).

6 2. Nafeiy is permanently restrained, enjoined and prohibited from directly or indirectly:

7 a. trading on or subject to the rules of any registered entity;

8 b. engaging in, controlling or directing the trading for any commodity futures,  
9 security futures, options, options on futures, or foreign currency options account  
10 for or on behalf of any other person or entity, whether by power of attorney or  
11 otherwise; and

11 c. applying for registration or claiming exemption from registration with the  
12 Commission in any capacity, and engaging in any activity requiring such  
13 registration or exemption from registration with the Commission, except as  
14 provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002), or acting as  
15 a principal, agent or any other officer or employee of any person registered,  
16 exempted from registration or required to be registered with the Commission,  
17 except as provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2002).  
18 This includes, but is not limited to, soliciting, accepting or receiving any funds,  
19 revenue or other property from any person, giving commodity trading advice for  
20 compensation, except as provided for in Regulation 4.14 (a)(9), 17 C.F.R.  
21 § 4.14(a)(9) (2002), or soliciting prospective customers, related to the purchase or  
22 sale of any commodity futures, security futures, options, options on futures, or  
23 foreign currency futures.

19 4. The injunctive provisions of this Order shall be binding upon Nafeiy upon any person  
20 insofar as he or she is acting in the capacity of officer, agent, servant or employee of Nafeiy and  
21 upon any person who receives actual notice of this Order, by personal service or otherwise,  
22 insofar as he or she is acting in active concert or participation with Nafeiy.

#### 23 IV.

#### 24 ORDER FOR OTHER EQUITABLE RELIEF

25 IT IS FURTHER ORDERED THAT:

26 1. RESTITUTION: Nafeiy shall be jointly and severally liable with Lakin for  
27 \$1,097,464.64 in restitution to GEM investors. Nafeiy shall pay post-judgment interest from the  
28

1 date of this Order until his restitution obligation is paid in full, at the Treasury Bill rate prevailing  
2 on the date of this Order, pursuant to 28 U.S.C. § 1961(a). Nafeiy's restitution obligation shall  
3 be offset by any restitution made by defendant Lakin to GEM investors. In any event, Nafeiy  
4 shall not pay total restitution of more than \$1,097,464.64 plus post judgment interest thereon.  
5 The persons to whom the restitution amounts shall be paid, and pro rata distribution percentages  
6 by which each investor shall be paid from any restitution made are set forth in attachment A  
7 hereto. Omission from Attachment A shall in no way limit the ability of any investor from  
8 seeking recovery from Nafeiy or any other person or entity. Further, the amounts contained in  
9 Attachment A shall not limit the ability of any investor from proving that a greater amount is  
10 owed from Nafeiy or any other person or entity, and nothing herein shall be construed in any  
11 way to limit or abridge the rights of any investor that exist under state or common law.  
12

13  
14 2. PAYMENT OF RESTITUTION: Restitution shall be paid as follows:

- 15 a. Nafeiy shall make an annual restitution payment ("Annual Restitution  
16 Payment") to an account designated by the Monitor for pro-rata  
17 distribution to investors of: a percentage of his adjusted gross income (as  
18 defined by the Internal Revenue Code) earned or received by him during  
19 the previous calendar year. The Annual Restitution Payment shall be  
20 made on or before July 31 of each calendar year, starting in calendar year  
21 2004 and continuing for ten years or until his restitution amount is paid in  
22 full from any source, whichever occurs sooner. The ten year restitution  
23 period shall run from January 1, 2003 through December 31, 2012.  
24 Restitution payments for a calendar year shall take place by July 31 of the  
25 following year. Therefore, the final restitution payment for the year 2012  
26 will occur on or before July 31, 2013.
- 27  
28 b. Nafeiy agrees that for these purposes the National Futures Association is  
hereby designated as the Monitor with respect to the Annual Restitution

1 Payment for a period of eleven years commencing January 1, 2003.

2 Notice to the Monitor shall be made to Daniel A. Driscoll, Esq., Executive  
3 Vice President, Chief Compliance Officer, or his successor, at the  
4 following address: National Futures Association, 200 West Madison  
5 Street, Chicago, IL 60606.

6  
7 c. Nafeiy shall provide the Monitor with a sworn Financial Disclosure  
8 Statement and complete copies of his signed and filed federal income tax  
9 returns, including all schedules and attachments thereto (e.g. IRS Forms  
10 W-2) and Forms 1099, as well as any filings he is required to submit to  
11 any state tax or revenue authority, for the preceding calendar year, on or  
12 before May 15 of each calendar year, or as soon thereafter as the same are  
13 filed, starting in calendar year 2004 and continuing for ten years or until  
14 the restitution and civil monetary penalty amounts are paid in full,  
15 whichever occurs first. If he moves his residence at any time, he shall  
16 provide written notice of his new addresses to the Monitor and the  
17 Commission, through the Director, or his successor, Division of  
18 Enforcement, Commodity Futures Trading Commission, at 1155 21<sup>st</sup>  
19 Street, N.W., Washington, DC 20581, within ten calendar (10) days  
20 thereof.  
21  
22

23  
24 d. If, during the same time period, Nafeiy elects to file a joint tax return, he  
25 shall provide all documents called for by this paragraph 2, including the  
26 signed and filed joint tax return, plus a draft individual tax return prepared  
27 on IRS Form 1040 containing a certification by a licensed certified public  
28 accountant that the "Income" section (currently lines 7-22 of Form 1040)

1 truly, accurately and completely reflects all of Nafeiy's income, that the  
2 "Adjusted Gross Income" section truly, accurately and completely  
3 identifies all deductions that Nafeiy has a right to claim, and that the  
4 deductions contained in the "Adjusted Gross Income" section are equal to  
5 or less than 50% of the deductions that Nafeiy is entitled to claim on the  
6 joint tax return; provided however that Nafeiy may claim 100% of the  
7 deductions contained in the "Adjusted Gross Income" section that are  
8 solely Nafeiy's. Such individual tax return shall include all schedules and  
9 attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any  
10 filing required to be submitted to any state tax or revenue authority.  
11

12  
13 e. Based on the information contained in Nafeiy's tax returns and to the  
14 extent they are provided, sworn financial statements, and other financial  
15 records of Nafeiy, the Monitor shall calculate the Annual Restitution  
16 Payment to be paid by Nafeiy for that year and the specific amounts  
17 payable to each investor. On or before June 30 of each year and starting in  
18 calendar year 2004, the Monitor shall send written notice to Nafeiy with  
19 instructions to pay the Annual Restitution Payment on or before July 31 of  
20 that year to an account designated by the Monitor in accordance with the  
21 payment instructions in paragraph 4, below. If the Monitor determines  
22 that an Annual Restitution Payment is due, then the Monitor will increase  
23 the amount of the remaining restitution payment by post-judgment interest  
24 calculated to the date of payment based on the total remaining restitution  
25 obligation pursuant to 28 U.S.C. § 1961. The Monitor shall then disburse  
26 any payment by Nafeiy to the investors in the appropriate pro rata amounts  
27 according to Attachment A. Based upon the amount of funds available,  
28

1 the Monitor may decide to defer distribution. If at the end of the ten year  
2 payment period, any amount of the Annual Restitution Payment has not  
3 been distributed, that amount shall instead be immediately paid as  
4 provided in paragraph 4, below.

5 3. CIVIL MONETARY PENALTY: Nafeiy shall pay a contingent civil monetary  
6 penalty ("CMP") of \$181,000 pursuant to the payment plan outlined in Paragraph 4 below,  
7 commencing on his fulfillment or the discharge of his total restitution obligation as set forth in  
8 paragraphs 1 and 2 above. However, any funds paid toward his restitution obligation as outlined  
9 in paragraphs 1 and 2 above shall reduce his civil monetary penalty amounts dollar for dollar. If  
10 the total he has paid in restitution is equal to or greater than the amount of his civil monetary  
11 penalty at the end of the ten year payment period, then his civil monetary penalty will be  
12 considered paid in full. Otherwise, the amount of his contingent civil monetary penalty unpaid at  
13 the end of the ten year payment period shall continue as a judgment against him. If his  
14 restitution obligation is paid in full before the end of the ten year payment period, then Nafeiy  
15 will begin paying his civil monetary penalty pursuant to the payment plan outlined in paragraph  
16 4 below until the conclusion of the ten year payment period. Nafeiy shall make any such Annual  
17 CMP payment by electronic funds transfer, or by U.S. postal money order, certified check, bank  
18 cashier's check, or bank money order, made payable to the Commodity Futures Trading  
19 Commission, and sent to Dennese Posey, or her successor, Division of Enforcement, Commodity  
20 Futures Trading Commission, Three Lafayette Centre, 1155 21<sup>st</sup> Street, N.W., Washington, DC  
21 20581, under cover of a letter that identifies Nafeiy and the name and docket number of the  
22 proceeding; Nafeiy shall simultaneously transmit a copy of the cover letter and the form of  
23 payment to the Monitor and to the Director, Division of Enforcement, Commodity Futures  
24 Trading Commission, at the following address: 1155 21<sup>st</sup> Street, NW, Washington, DC 20581.  
25  
26  
27  
28

1           4.    **ANNUAL PAYMENT**: The Annual Payment (Annual Restitution Payments and  
2 Annual CMP Payments) for Nafeiy shall be calculated as follows:

a.	<b>Where Adjusted Gross Income Plus Net Cash Receipts Total:</b>	<b>Percent of total to be paid by Nafeiy is:</b>
	<b>Under \$25,000.00</b>	<b>0%</b>
	<b>\$25,000.00 up to and including \$50,000.00</b>	<b>20% of the amount between \$25,000 and \$50,000</b>
	<b>\$50,000.00 up to and including \$100,000</b>	<b>\$5,000 (which represents 20% of the amount between \$25,000 and \$50,000.00) plus 30% of the amount between \$50,000 and \$100,000.</b>
	<b>Above \$100,000</b>	<b>\$20,000 (20% of \$25,000 plus 30% of \$50,000) plus 40% of the amount above \$100,000</b>

13  
14           b.    Nafeiy shall cooperate fully and expeditiously with the Monitor and the  
15 Commission in carrying out all duties with respect to the Annual  
16 Restitution and CMP Payments. They shall cooperate fully with the  
17 Monitor and the Commission in explaining their financial income and  
18 earnings, status of assets, financial statements, asset transfers and tax  
19 returns, and shall provide any financial information concerning themselves  
20 as may be required by the Commission and/or the Monitor. Furthermore,  
21 Nafeiy shall provide such additional information and documents with  
22 respect thereto as may be requested by the Commission and/or the  
23 Monitor.

24           c.    The Monitor will calculate Nafeiy's annual payment based on his adjusted  
25 gross income for a given year, and will not consider the income of any of  
26 his current or future family members in calculating the annual payment  
27 amount.  
28

1           5. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil  
2 Procedure, each of the individuals identified in Attachment A is explicitly made an intended  
3 third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain  
4 satisfaction of any portion of the restitution amount which has not been paid by Nafeiy, to ensure  
5 continued compliance with any provision of this Order and to hold Nafeiy in contempt for any  
6 past violations of any provision of this Order.

7           6. COLLATERAL AGREEMENTS: Nafeiy shall immediately notify the Commission  
8 and the Monitor if he makes or has previously made any agreement with any investor obligating  
9 him to make payments outside of this Order. Nafeiy shall also provide immediate evidence of  
10 any payments made pursuant to such agreement in the manner required by paragraph 3 above.  
11 Upon being notified of any payments made by Nafeiy to investors outside of this Order, the  
12 Commission and the Monitor shall reduce and offset Nafeiy's obligations to specified investors,  
13 on an annual basis, and make any other changes to Attachment A that it deems appropriate.

14           7. TRANSFER OF ASSETS: Nafeiy shall not transfer or cause others to transfer funds  
15 or other property to the custody, possession, or control of any other person for the purpose of  
16 concealing such funds from the Court, the Commission, the Monitor or any investor or until the  
17 restitution and CMP amounts have been paid in full.

18           8. DEFAULT: Any failure by Nafeiy to carry out any of the terms, conditions or  
19 obligations under any paragraph of this Order shall constitute an Event of Default. If any Event  
20 of Default occurs the Commission (or its designee) shall be entitled to:  
21

- 22           a. an order from this Court requiring immediate payment of any unpaid Annual  
23           Payments, or, at the Commission's option, the entire unpaid balance, or any  
24           unpaid portion, of the restitution and CMP amounts set forth above in  
25           paragraphs 1- 4; and/or  
26           b. move the Court for imposition of all other available remedies, including, but  
27           not limited to, an order holding Nafeiy in contempt for violation of this Order.  
28

1           Upon the occurrence of an Event of Default based upon a claim or cause of action that  
2 Nafeiy failed to make any Annual Payments when due, Nafeiy will be barred from asserting any  
3 defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such  
4 defense is based on the alleged failure of the Commission to pursue such claims or causes of  
5 action during the pendency of this civil action, during the negotiation of Nafeiy's consent to this  
6 Order or while this Order remains in effect. The only issue that Nafeiy may raise in defense is  
7 whether he has made the Annual Payments as directed by the Monitor. Any motion by the  
8 Commission for entry of an order pursuant to this paragraph requiring payment of less than the  
9 full amount of restitution and/or civil monetary penalty, set forth in paragraphs 1 through 4  
10 above, or any acceptance by the Commission of partial payment of the Annual Payment made by  
11 Nafeiy, shall not be deemed a waiver of the Commission's right to require Nafeiy to make further  
12 payments pursuant to the payment plans set forth above, or, in the event of a further Event of  
13 Default, a waiver of the Commission's right to require immediate payment of the entire  
14 remaining balance, or any unpaid portion, of the restitution or civil monetary penalty amounts set  
15 forth in paragraphs 1 through 4 above.

16  
17  
18           9.       Based upon Nafeiy's sworn representations in his deposition on November 6,  
19 2002, and other evidence Nafeiy provided to the Commission regarding his financial condition,  
20 the Court is not requiring Nafeiy to make an immediate payment of the full restitution or civil  
21 monetary penalty amounts. This determination is contingent upon the accuracy and  
22 completeness of Nafeiy's representations at his deposition on November 6, 2002, and other  
23 evidence Nafeiy provided to the Commission regarding his financial condition. If at any time  
24 following the entry of this Order, the Commission obtains information indicating that Nafeiy's  
25 representations concerning his financial condition were fraudulent, misleading, inaccurate or  
26 incomplete in any material respect as of the time such representations were made, the  
27 Commission may move this Court for an order requiring Nafeiy to make immediate payment of  
28

1 the full restitution and civil monetary penalty amount or any restitution or civil monetary penalty  
 2 amount beyond the amounts paid pursuant to paragraphs 1 - 4 above. In connection with any  
 3 such motion, the only issues shall be whether the financial information Nafeiy provided was  
 4 fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such  
 5 representations were made. In its motion, the Commission may move this Court to consider all  
 6 available remedies, including, but not limited to, ordering Nafeiy to pay funds or assets, directing  
 7 the forfeiture of any assets, or sanctions for contempt of this Order, and the Commission may  
 8 also request additional discovery. Nafeiy may not, by way of defense to such motion, challenge  
 9 the validity of his consent to this Order, or contest any of the findings of fact or conclusions of law  
 10 set forth in this Order, assert that restitution, payment of a civil monetary penalty or immediate  
 11 payment of his remaining restitution or civil monetary penalty obligation should not be ordered, or  
 12 contest the amount of the restitution or civil monetary penalty to be paid. If in such motion the  
 13 Commission moves for, and the Court orders, payment of less than the full amount of the restitution  
 14 obligation or the full amount of civil monetary penalty, such motion will not be deemed a waiver of  
 15 the Commission's right to require Nafeiy to make further payments pursuant to the payment plan set  
 16 forth above.  
 17  
 18

V.

MISCELLANEOUS PROVISIONS

19  
 20  
 21 **A. ENTIRE AGREEMENT, AMENDMENTS and SEVERABILITY.** This Order  
 22 incorporates all of the terms and conditions of the settlement among the parties. Nothing shall  
 23 serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing,  
 24 (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order  
 25 or the application of any provision or circumstance is held invalid, the remainder of this Order  
 26 shall not be affected by the holding.  
 27  
 28

1 B. WAIVER. The failure of any party at any time or times to require performance of  
 2 any provision hereof shall in no manner affect the right of such party at a later time to enforce  
 3 the same or any other provision of this Order. No waiver in one or more instances of the breach  
 4 of any provision contained in this Order shall be deemed to be, or construed as, a further or  
 5 continuing waiver of such breach or waiver of the breach of any other provision of this Order.

6 C. SUCCESSORS AND ASSIGNS. This Order shall inure to the benefit of and be  
 7 binding on the parties' successors, assigns, heirs, beneficiaries and administrators.

8 D. JURISDICTION. This Court shall retain jurisdiction of this cause to assure  
 9 compliance with this Order and for all other purposes related to this action.

10 There being no just reason for delay, the Clerk of the Court is hereby directed to enter  
 11 this Consent Order of Permanent Injunction and Other Equitable Relief Against Farzad Nafeiy.  
 12

13  
 14 ORDERED this 24 day of March, 2003.

15  
 16  
 17 David O. Carter  
 18 UNITED STATES DISTRICT JUDGE

19  
 20 Consented to and approved for entry by:

21 DEFENDANT

22 Farzad Nafeiy  
 23 Farzad Nafeiy  
 24 2178 Laguna  
 Newport Beach, CA 92660

PLAINTIFF

25 Susan Gradman  
 26 Susan Gradman  
 27 Attorney For Plaintiff  
 28 Commodity Futures Trading  
 Commission

**CFTC v. MAS FX, et al.**  
**CUSTOMER RESTITUTION SCHEDULE**  
**ATTACHMENT A**

**GLOBAL EQUITY MANAGEMENT GROUP, LLC**

YEAR ENDED DECEMBER 31, 2001

(By Alphabetical Order of Name)

ENTITY	CUSTOMER NAME	OUTSTANDING BALANCE OF RESTITUTION \$1,000,000	PERCENTAGE OF PRO RATA DISTRIBUTION
Global	Anderson, Dale	\$14,000.00	1.28%
Global	Ball, Roger Lee	\$40,000.00	3.64%
Global	Bell, Kerry	\$208,970.00	19.04%
Global	Bollo, Christopher	\$25,000.00	2.28%
Global	Brandstater, Bernard	\$32,000.00	2.92%
Global	Braun, Timothy	\$50,000.00	4.56%
Global	Calkins, A Bruce	\$10,000.00	0.91%
Global	Carolina Income Mgmt.	\$73,246.39	6.67%
Global	Degroff, Gregory	\$28,392.75	2.59%
Global	Flavor Consortium, Inc.	\$100,000.00	9.11%
Global	Jackson, Judy	\$42,000.00	3.83%
Global	Jones, George W	\$26,934.00	2.45%
Global	Keller, David	\$10,000.00	0.91%
Global	Lewis, Lynnfield	\$42,500.00	3.87%
Global	Marks, Howard K.	\$40,000.00	3.64%
Global	McCrary, William	\$25,000.00	2.28%
Global	McDermott, Bruce	\$20,000.00	1.82%
Global	Medina Management	\$15,000.00	1.37%
Global	Meyers, Joy	\$10,000.00	0.91%
Global	Mulgrew, David	\$10,000.00	0.91%
Global	Mullen, James	\$10,500.00	0.96%
Global	Patrick, Robert	\$26,588.25	2.42%
Global	Plumridge, Gary B.	\$6,970.00	0.64%
Global	Ross, Lionel	\$18,754.35	1.71%
Global	Ryder, Craig I	\$27,000.00	2.46%
Global	Seegert, James	\$10,000.00	0.91%
Global	Sidebottom, David	\$34,982.00	3.19%
Global	Springer, Peter	\$36,827.40	3.36%
Global	Waterson, Lynn	\$10,000.00	0.91%
Global	Wilson, Rusty	\$20,000.00	1.82%
Global	Worthley, Paul	\$15,000.00	1.37%
Global	Yoder, Lyndon	\$57,799.50	5.27%
<b>32</b>	<b>TOTALS</b>	<b>\$1,097,464.64</b>	<b>100.00%</b>