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FILED
 MAR 24 2003
 CLERK, U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 SOUTHERN DIVISION AT SANTA ANA
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11 UNITED STATES DISTRICT COURT
 12 CENTRAL DISTRICT OF CALIFORNIA
 13 SOUTHERN DIVISION

14 COMMODITY FUTURES TRADING)
 15 COMMISSION,)
 16) 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 RON ROZILLIO

ENTER ON ICMS
 2003
 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,

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 Ron
14 Rozillio ("Rozillio").

15 I.

16 **CONSENTS AND AGREEMENTS**

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

- 19
- 20 1. Consents to the entry of this Consent Order of Permanent Injunction and Other
21 Equitable Relief Against Ron Rozillio ("Order").
 - 22 2. Affirms that he has agreed to this Order voluntarily, and that no promise or threat has
23 been made by the Commission or any member, officer, agent or representative thereof, or by any
24 other person, to induce consent to this Order, other than as set forth specifically herein.
 - 25 3. Acknowledges service of the Summons and Complaint.
 - 26 4. Admits jurisdiction of this Court over him and the subject matter of this action
27 pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001).
- 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 Rozillio neither admits nor denies
15 the allegations of the Complaint except as to jurisdiction and venue, which he admits. Rozillio
16 agrees that neither he nor his agents, employees or representatives acting under his authority or
17 control will take any action or make any public statement denying, directly or indirectly, any
18 allegations of the Complaint or findings or conclusions in this Order, or creating or tending to
19 create, the impression that the Complaint or Order is without a factual basis; provided, however,
20 that nothing in this provision shall affect Rozillio's (i) testimonial obligations, or (ii) his right to
21 take legal positions in other proceedings to which the Commission is not a party. Rozillio will
22 undertake all steps necessary to assure that all of his agents, employees and representatives
23 understand and comply with this agreement.

24 8. Rozillio consents to the continued jurisdiction of this Court for the purpose of
25 enforcing the terms and conditions of this Order and for any other purposes relevant to this case.

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II.

FINDINGS AND CONCLUSIONS

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 to delay. The Court therefore directs the entry of findings of fact, conclusions of law, a permanent injunction and ancillary equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2001), as set forth herein.

1. This Court has jurisdiction over Rozillio, and the subject matter of this action, pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2001), which authorizes the Commission to seek injunctive relief against any person whenever it shall appear 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.

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

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

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

3. The Commission and Rozillio have agreed that this Court shall retain jurisdiction over each of them for the purpose of enforcing the terms of this Consent Order.

4. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency charged with the responsibility for administering and enforcing the provisions of the Act and Regulations promulgated under it.

Ron Rozillio resides at 767 Deer Run Lane, Oak Park, California. [Rozillio2 8.] He was a co-owner of FXA, FXP and FXE until April 2001, when he sold his ownership interests in

1 these companies to Heyburn. Since January 1, 2001, Rozillio has been a co-owner of MAS FX
2 owning 18% of the company. Rozillio was registered as an AP of several registered futures
3 commission merchants ("FCM"), commodity trading advisors ("CTA") and commodity pool
4 operators ("CPO"), from April 1995 through June 1996. He was then registered as an AP with
5 Millennium Asset Management LLC, a registered CTA, from September 1999 through
6 November 2000. Rozillio is not currently registered with the Commission in any capacity.
7

8 III.

9 ORDER FOR PERMANENT INJUNCTION

10 Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, IT IS HEREBY ORDERED THAT:

11 1. Rozillio is permanently restrained, enjoined and prohibited from directly or indirectly:

12 offering to enter into, executing, confirming the execution of, or conducting an
13 office or business in the United States for the purpose of soliciting, accepting any
14 order for, or otherwise dealing in transactions in, or in connection with, a contract
15 for the purchase or sale of a commodity for future delivery when: (a) such
16 transactions have not been conducted on or subject to the rules of a board of trade
17 which has been designated or registered by the CFTC as a contract market or
18 derivatives transaction execution facility for such commodity, and (b) such
19 contracts have not been executed or consummated by or through such contract
20 market, in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a) (2001).

21 2. For three years from the date of this Order, Rozillio shall be restrained, enjoined and
22 prohibited from directly or indirectly:

23 a. trading on or subject to the rules of any registered entity, as that term is defined
24 in Section 1a(29) of the Act, 7 U.S.C. § 1a(29)(2001);

25 b. engaging in, controlling or directing the trading for any commodity futures or
26 options account for or on behalf of any other person or entity, whether by power
27 of attorney or otherwise; and

28 c. 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 4.41 (a)(9), 17 C.F.R. § 4.41(a)(9) (2002), or acting as
a principal, agent or any other officer or employee of any person registered,
exempted from registration or required to be registered with the Commission,
except as provided for in Regulation 4.41 (a)(9), 17 C.F.R. § 4.41(a)(9) (2002).
This includes, but is not limited to, soliciting, accepting or receiving any funds,
revenue or other property from any person, giving commodity trading advice for

1 compensation, except as provided for in Regulation 4.41 (a)(9), 17 C.F.R.
2 § 4.41(a)(9) (2002), or soliciting prospective customers, related to the purchase or
3 sale of any commodity futures or options on commodity futures contracts.

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

8 **IV.**

9 **ORDER FOR OTHER EQUITABLE RELIEF**

10 **IT IS FURTHER ORDERED THAT:**

11 1. **DISGORGEMENT:** Rozillio shall disgorge \$239,000 ("disgorgement amount") for
12 the purpose of compensating customers of MAS FX, FXA, FXP and FXE for their losses
13 resulting from their dealings with these entities. Rozillio shall pay post-judgment interest from
14 the date of this Order until his disgorgement obligation is paid in full, at the Treasury Bill rate
15 prevailing on the date of this Order, pursuant to 28 U.S.C. § 1961(a). The persons to whom the
16 disgorgement amount shall be paid and the pro rata distribution percentages by which each
17 investor shall be paid from any disgorgement made are set forth in attachment A hereto.

18 Omission from Attachment A shall in no way limit the ability of any investor from seeking
19 recovery from Rozillio or any other person or entity. Further, the amounts contained in
20 Attachment A shall not limit the ability of any investor from proving that a greater amount is
21 owed from Rozillio or any other person or entity, and nothing herein shall be construed in any
22 way to limit or abridge the rights of any investor that exist under state or common law.

23
24
25 2. At the time this Order is entered, Rozillio shall pay \$25,000 to the Monitor, the
26 National Futures Association, who will deposit the funds into an interest bearing account titled
27 "Rozillio Settlement Account." At the conclusion of this litigation or when ordered by the
28 Court, the Monitor shall distribute the \$25,000 along with any other funds ordered distributed to
investors in the appropriate amounts as contained in attachment A.

1 3. Rozillio shall pay the remainder of the disgorgement amount owed as follows

2 a. Rozillio, shall make an annual disgorgement payment ("Annual
3 Payment") to the Monitor for pro-rata distribution to investors of: (1) a
4 percentage of his adjusted gross income (as defined by the Internal
5 Revenue Code) earned or received by him during the previous calendar
6 year, plus (2) all other cash receipts, cash entitlements or proceeds of non-
7 cash assets received by him during the previous calendar year, except for
8 funds received as a result of bona fide loans for ordinary and necessary
9 living expenses, which shall be disclosed to the Monitor in accordance
10 with paragraph 3(c) below. The Annual Payment shall be made on or
11 before July 31 of each calendar year, starting in calendar year 2004 and
12 continuing for ten years or until his disgorgement amount is paid in full
13 from any source, whichever occurs sooner. The ten year disgorgement
14 period shall run from January 1, 2003 through December 31, 2012.
15 Disgorgement payments for a calendar year shall take place by July 31 of
16 the following year. Therefore, the final disgorgement payment for the
17 year 2012 will occur on or before July 31, 2013.

18
19 b. Rozillio agrees that for these purposes the National Futures Association is
20 hereby designated as the Monitor with respect to the Annual Payment for a
21 period of eleven years commencing January 1, 2003. Notice to the
22 Monitor shall be made to Daniel A. Driscoll, Esq., Executive Vice
23 President, Chief Compliance Officer, or his successor, at the following
24 address: National Futures Association, 200 West Madison Street, Chicago,
25 IL 60606.

26
27 c. Rozillio shall provide a sworn financial statement to the Monitor on June
28 30 and December 31 of each calendar year, starting June 30, 2003 and

1 continuing through and including June 30, 2013. The financial statement
2 shall provide:

3 i) a true and complete itemization of all of his rights, title and
4 interest in (or claimed in) any asset, wherever, however and by whomever
5 held;

6 ii) an itemization, description and explanation of all transfers of
7 assets with a value of \$1,000 or more made by or on behalf of him over
8 the preceding six-month interval; and

9 iii) a detailed description of the source and amount of all his
10 income or earnings, however generated, and a detailed description of any
11 loans, including the amount of the loan, the name and address of the
12 individual or financial institution that provided the loan, the terms of any
13 payment plan regarding repayment of the loan and the outstanding balance
14 of the loan.
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18 d. Rozillio shall also provide the Monitor with complete copies of his signed
19 federal income tax returns, including all schedules and attachments thereto
20 (e.g., IRS Forms W-2) and Forms 1099, as well as any filings he is
21 required to submit to any state tax or revenue authority, on or before May
22 15 of each calendar year, or as soon thereafter, beginning in 2004 and
23 ending in 2013. If he moves his residence at any time, he shall provide
24 written notice of his new addresses to the Monitor and the Commission,
25 through the Director, or his successor, Division of Enforcement,
26 Commodity Futures Trading Commission, at 1155 21st Street, N.W.,
27 Washington, DC 20581, within ten calendar (10) days thereof.
28

1 e. If, during the same time period, Rozillio elects to file a joint tax return, he
2 shall provide all documents called for by this paragraph 3, including the
3 signed and filed joint tax return, plus a draft individual tax return prepared
4 on IRS Form 1040 containing a certification by a licensed certified public
5 accountant that the "Income" section (currently lines 7-22 of Form 1040)
6 truly, accurately and completely reflects all of Rozillio's income, that the
7 "Adjusted Gross Income" section truly, accurately and completely
8 identifies all deductions that Rozillio has a right to claim, and that the
9 deductions contained in the "Adjusted Gross Income" section are equal to
10 or less than 50% of the deductions that Rozillio is entitled to claim on the
11 joint tax return; provided however that Rozillio may claim 100% of the
12 deductions contained in the "Adjusted Gross Income" section that are
13 solely his. Such individual tax return shall include all schedules and
14 attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any
15 filing required to be submitted to any state tax or revenue authority.
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19 f. Based on the information contained in Rozillio's financial accountings,
20 and other financial records of Rozillio, the Monitor shall calculate the
21 Annual Payment to be paid by Rozillio for that year and the specific
22 amounts payable to each investor. On or before June 30 of each year and
23 starting in calendar year 2004, the Monitor shall send written notice to
24 Rozillio with instructions to pay the Annual Payment on or before July 31
25 of that year to an account designated by the Monitor in accordance with
26 the payment instructions in paragraph 4, below. If the Monitor determines
27 that an Annual Payment is due, then the Monitor will increase the amount
28

1 of the remaining disgorgement payment by post-judgment interest
 2 calculated to the date of payment based on the total remaining
 3 disgorgement obligation pursuant to 28 U.S.C. § 1961. The Monitor shall
 4 then disburse any payment by Rozillio to the investors in the appropriate
 5 amounts listed in attachment A. Based upon the amount of funds
 6 available, the Monitor may decide to defer distribution. If at the end of the
 7 ten year payment period, any amount of the Annual Payments has not
 8 been distributed, that amount shall instead be immediately paid as
 9 provided in paragraph 4, below.
 10

11
 12 4. ANNUAL PAYMENT: The Annual Payment for Rozillio shall be calculated as
 13 follows:

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

24
 25 b. Rozillio shall cooperate fully and expeditiously with the Monitor and the
 26 Commission in carrying out all duties with respect to the Annual Payment.
 27 He shall cooperate fully with the Monitor and the Commission in
 28 explaining his financial income and earnings, status of assets, financial
 statements, asset transfers and tax returns, and shall provide any financial

1 information concerning himself as may be required by the Commission
2 and/or the Monitor. Furthermore, Rozillio shall provide such additional
3 information and documents with respect thereto as may be requested by
4 the Commission and/or the Monitor. Finally, Rozillio shall cooperate
5 fully with the Commission in this proceeding, and in any investigation,
6 civil litigation and administrative proceeding related to this proceeding,
7 by, among other things: 1) responding promptly, completely, and
8 truthfully to inquiries or requests for information; 2) authenticating
9 documents; 3) testifying completely and truthfully; and 4) not asserting
10 privileges under the Fifth Amendment of the United States Constitution.

11
12 5. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil
13 Procedure, each of the individuals identified in attachment A is explicitly made an intended
14 third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain
15 satisfaction of any portion of the disgorgement amount which has not been paid by Rozillio, to
16 ensure continued compliance with any provision of this Order and to hold Rozillio in contempt
17 for any past violations of any provision of this Order.

18 6. COLLATERAL AGREEMENTS: Rozillio shall immediately notify the Commission
19 and the Monitor if he makes or has previously made any agreement with any investor obligating
20 him to make payments outside of this Order. Rozillio shall also provide immediate evidence of
21 any payments made pursuant to such agreement in the manner required by paragraph 3 above.
22 Upon being notified of any payments made by Rozillio to investors outside of this Order, the
23 Commission and the Monitor shall reduce and offset Rozillio's obligation to specified investors,
24 on an annual basis, and make any other changes to attachment A that it deems appropriate.

25 7. TRANSFER OF ASSETS: Rozillio shall not transfer or cause others to transfer funds
26 or other property to the custody, possession, or control of any other person for the purpose of
27 concealing such funds from the Court, the Commission, the Monitor or any investor or until the
28 disgorgement amount has been paid in full.

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

- 4 a. an order from this Court requiring immediate payment of any unpaid Annual
5 Payments, or, at the Commission's option, the entire unpaid balance, or any
6 unpaid portion, of the disgorgement amount set forth above in paragraphs 1-
7 4; and/or
8
9 b. move the Court for imposition of all other available remedies, including, but
10 not limited to, an order holding Rozillio in contempt for violation of this
11 Order.

12 Upon the occurrence of an Event of Default based upon a claim or cause of action that
13 Rozillio failed to make the initial \$25,000 disgorgement payment or any subsequent Annual
14 Payments when due, Rozillio will be barred from asserting any defense, including expiration of
15 any statute of limitations, waiver, estoppel or laches, where such defense is based on the alleged
16 failure of the Commission to pursue such claims or causes of action during the pendency of this
17 civil action, during the negotiation of Rozillio's Consent to this Order or while this Order
18 remains in effect. The only issue that Rozillio may raise in defense is whether he has made the
19 initial \$25,000 payment or the subsequent Annual Payments. Any motion by the Commission
20 for entry of an order pursuant to this paragraph requiring payment of less than the full amount of
21 the disgorgement, set forth in paragraphs 1 through 4 above, or any acceptance by the
22 Commission of partial payment of the Annual Payments made by Rozillio, shall not be deemed a
23 waiver of the Commission's right to require Rozillio to make further payments pursuant to the
24 payment plans set forth above, or, in the event of a further Event of Default, a waiver of the
25 Commission's right to require immediate payment of the entire remaining balance, or any unpaid
26 portion, of the disgorgement amount set forth in paragraphs 1 through 4 above.
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1 9. Based upon Rozillio's sworn representations in his Financial Accounting dated
2 June 21, 2002, Financial Disclosure Statement dated October 30, 2002 and other evidence
3 Rozillio provided to the Commission regarding his financial condition, the Court is not imposing
4 a civil monetary penalty pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, or requiring
5 Rozillio to make an immediate payment of the full disgorgement amount or any disgorgement
6 beyond the amount paid pursuant to paragraphs 1 - 4 above. This determination is contingent
7 upon the accuracy and completeness of Rozillio's Financial Accounting dated June 21, 2002,
8 Financial Disclosure Statement dated October 30, 2002 and other evidence Rozillio provided to
9 the Commission regarding his financial condition. If at any time following the entry of this
10 Order, the Commission obtains information indicating that Rozillio's representations concerning
11 his financial condition were fraudulent, misleading, inaccurate or incomplete in any material
12 respect as of the time such representations were made, the Commission may move this Court for
13 an order requiring Rozillio to pay a civil monetary penalty, immediate payment of the full
14 disgorgement amount or any disgorgement beyond the amount paid pursuant to paragraphs 1 - 4
15 above. In connection with any such motion, the only issues shall be whether the financial
16 information Rozillio provided was fraudulent, misleading, inaccurate or incomplete in any
17 material respect as of the time such representations were made. In its motion, the Commission
18 may move this Court to consider all available remedies, including, but not limited to, ordering
19 Rozillio to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of
20 this Order, and the Commission may also request additional discovery. Rozillio may not, by way
21 of defense to such motion, challenge the validity of his Consent or this Order, or contest any of the
22 findings of fact or conclusions of law set forth in this Order, assert that disgorgement, payment of a
23 civil monetary penalty or immediate payment of his remaining disgorgement obligation should not
24 be ordered, or contest the amount of the disgorgement or civil monetary penalty to be paid. If in
25 such motion the Commission moves for, and the Court orders, payment of less than the full amount
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1 of the disgorgement obligation or the full amount of civil monetary penalty, such motion will not be
2 deemed a waiver of the Commission's right to require Rozillio to make further payments pursuant
3 to the payment plan set forth above.

4
5 V.

6 **MISCELLANEOUS PROVISIONS**

7 **A. ENTIRE AGREEMENT, AMENDMENTS and SEVERABILITY.** This Order
8 incorporates all of the terms and conditions of the settlement among the parties. Nothing shall
9 serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing,
10 (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order
11 or the application of any provision or circumstance is held invalid, the remainder of this Order
12 shall not be affected by the holding.

13
14 **B. WAIVER.** The failure of any party at any time or times to require performance of
15 any provision hereof shall in no manner affect the right of such party at a later time to enforce
16 the same or any other provision of this Order. No waiver in one or more instances of the breach
17 of any provision contained in this Order shall be deemed to be, or construed as, a further or
18 continuing waiver of such breach or waiver of the breach of any other provision of this Order.

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

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

23
24 There being no just reason for delay, the Clerk of the Court is hereby directed to enter
25 this Consent Order of Permanent Injunction and Other Equitable Relief Against Rozillio.

26 ORDERED this 24 day of March, 2003.

27 Alvin O. Carter
28 UNITED STATES DISTRICT JUDGE

1 Consented to and approved for entry by:

2 DEFENDANT

3 

4 Ron Rozillio
767 Deer Run Lane
5 Oak Park, California 91377

6

7 

9 Dan Waldman
10 Arnold & Porter
555 Twelfth Street, NW
11 Washington, DC 20004-1202
12 Telephone: 202-942-5804
Attorney for Defendant Ron Rozillio

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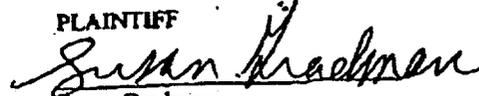
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PLAINTIFF



Susan Gradman
Attorney For Plaintiff
Commodity Futures Trading
Commission

CFTC v. MAS FX, et al.
CUSTOMER
DISGORGEMENT
SCHEDULE
FOR RON ROZILLIO
ATTACHMENT A

MAS GROUP OF COMPANIES

YEAR ENDED DECEMBER 31, 2001

Entity	CUSTOMER NAME	DISGORGEMENT	PERCENTAGE OF DISGORGEMENT
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Entity	Name	\$239,000.00	100.00%
Pacific	Agmen-Smith, Barbara	\$2,439.74	1.02%
MAS	Anderson, Dale	\$91.75	0.04%
MAS	Anderson, Shane	\$1,886.69	0.79%
MAS	Ball, Roger Lee	\$119.66	0.05%
MAS	Bell, Kerry	\$8,567.87	3.58%
Pacific	Bodsworth, Anthony E	\$1,238.86	0.52%
East	Bond, Simon	\$2,828.77	1.18%
East	Boston, Peter	\$3,689.27	1.54%
Pacific	Briggs Holdings Ltd.	\$39,643.50	16.59%
Pacific	Brown, Kevin	\$706.13	0.30%
East	Carle, Shane D.	\$4,243.15	1.78%
East	Carter, John	\$9,407.03	3.94%
Pacific	Crawford, Peter R	\$3,120.22	1.31%
Pacific	Dayal, Mukesh	\$2,701.98	1.13%
Pacific	Degroff, Gregory	\$623.76	0.26%
Pacific	Diack, Ronald James	\$3,358.10	1.41%
Pacific	Drangools, Stewart	\$1,414.67	0.59%
Pacific	Finn, Harry E.	\$1,416.08	0.59%
Pacific	Flavall, Russell S	\$1,413.25	0.59%
MAS	Ford, Earle R	\$1,416.08	0.59%
Pacific	Fordyce, Keith	\$13,853.39	5.80%
Pacific	Frederickson, Kelvin W	\$1,358.09	0.57%
Pacific	Gooden, A Rick	\$1,297.12	0.54%
East	Heath, Aaron	\$942.36	0.39%
East	Hollis, Sharon	\$4,312.49	1.80%
MAS	Holsteins, Inglis	\$1,416.08	0.59%
Pacific	Huber, Angelica	\$2,829.33	1.18%
Pacific	James, Ronald	\$5,190.60	2.17%
Pacific	Jones, George W	\$289.45	0.12%
Pacific	Judd, Ian	\$2,356.74	0.99%
Pacific	Lewis, Lynnfield	\$690.08	0.29%
Pacific	MacFarlane, Simon	\$942.64	0.39%
MAS	Marcus, Jay	\$1,416.08	0.59%
East	Marlan Developments Ltd.	\$4,651.59	1.95%
Pacific	Mignot, Andrew	\$2,357.30	0.99%
Pacific	MJC Investment Holdings	\$706.62	0.30%
MAS	MJV Construction Corp.	\$4,720.27	1.98%
Pacific	Mullen, James	\$1,835.69	0.77%

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CUSTOMER
DISGORGEMENT
SCHEDULE
FOR RON ROZILLIO
ATTACHMENT A

MAS GROUP OF COMPANIES

YEAR ENDED DECEMBER 31, 2001

Entity	Name	\$239,000.00	100.00%
Pacific	Patrick, Robert	\$318.78	0.13%
East	Peter J Lobbs Associates	\$1,414.19	0.59%
Pacific	Peterson, Scott	\$6,413.48	2.68%
MAS	Porter, David G	\$1,416.08	0.59%
Pacific	Redman, Graeme G	\$18,186.96	7.61%
Pacific	Ruby Bradway Trust	\$940.33	0.39%
Pacific	Sampsons Super Fund	\$149.87	0.06%
East	Samuels, Peter	\$3,774.52	1.58%
MAS	Sharkoff, Donald	\$27,377.59	11.46%
East	Splikerman, Stephen	\$902.04	0.38%
MAS	Spring, Jerry G	\$1,888.11	0.79%
Pacific	Stephens, Isaac	\$1,416.08	0.59%
East	Struwe, William Bjoern	\$7,492.15	3.13%
East	Tickner, Ronald E	\$15,099.21	6.32%
Pacific	Tuatara Management Ltd.	\$1,414.38	0.59%
MAS	Wilcox, Barry	\$2,828.77	1.18%
MAS	Wildman, Libby	\$728.34	0.30%
MAS	Wilson, Rusty	\$3,512.44	1.47%
East	Wimmera Males Ag.	\$2,234.22	0.93%
TOTALS		\$239,000.00	100.00%