

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

FILED by *[Signature]* D.C.
AUG 14 2003
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S. D. OF FLA.

COMMODITY FUTURES TRADING :
COMMISSION, :
Plaintiff :
v. :

CIVIL ACTION NO.
02-60769-CIV(FERGUSON) MOREN

OFFSHORE FINANCIAL :
CONSULTANTS OF FLORIDA, INC., :
INTERNATIONAL CURRENCY :
MERCHANTS, INC., OFFSHORE :
FINANCIAL CONSULTANTS OF :
GEORGIA, INC., GLOBAL FINANCIAL :
CONSULTANTS, INC., JUAN CARLOS :
GOMEZ, ANTHONY GARCIA aka :
MARSHALL SHELDON aka PETER :
MITCHELL aka MICHAEL JACOBS, :
ELAINE KAZANAS, JAMES SEXTON, :
TEDDY CONNAL aka ANTHONY :
RUSSO, STEPHEN DELONG, DANIEL :
FASCIANA, THOMAS DESTASIO, and :
WILLIAM AUGELLO, :

Defendants.

TDD ENTERPRISES, COIN BANK, :
COIN FINANCIAL, AMEROGROUP :
LIMITED, AFFILIATED PAYROLL :
SERVICES INC., PICO INVESTMENTS :
AND CONSULTING INC., :
LIBERTY FOREIGN INVESTMENTS :
GROUP INC., CAPITAL RECOVERY :
SYSTEMS INC., JBA LIMITED INC., :
and PDT INTERNATIONAL INC. :

Relief Defendants.

ORDER GRANTING MOTION TO ENTER (p. 17) 3/9/03
CONSENT ORDER OF PERMANENT INJUNCTION AND OTHER
EQUITABLE RELIEF AS TO DEFENDANTS DANIEL FASCIANA, ANTHONY
RUSSO aka TEDDY CONNAL, OFFSHORE FINANCIAL CONSULTANTS OF
FLORIDA INC., OFFSHORE FINANCIAL CONSULTANTS OF GEORGIA INC.,
INTERNATIONAL CURRENCY MERCHANTS INC. AND GLOBAL
FINANCIAL CONSULTANTS INC. AND RELIEF DEFENDANTS LIBERTY
FOREIGN INVESTMENTS GROUP INC., COIN BANK, TDD ENTERPRISES,
COIN FINANCIAL, AMEROGROUP LIMITED, CAPITAL RECOVERY
SYSTEMS INC., AND PDT INTERNATIONAL INC.

On June 5, 2002, the Plaintiff Commodity Futures Trading Commission ("Commission") filed a Complaint against corporate Defendants Offshore Financial Consultants of Florida, Inc. ("Offshore Florida"), International Currency Merchants, Inc. ("ICM"), Offshore Financial Consultants of Georgia, Inc. ("Offshore Georgia"), Global Financial Consultants Inc. ("Global"), and individual defendants Marshall Sheldon ("Sheldon"), Thomas Destasio ("Destasio"), Elaine Kazanas ("Kazanas"), Juan Gomez ("Gomez"), and William Augello ("Augello"), for violating Section 4c(b) of the Commodity Exchange Act, as amended (the "Act"), 7 U.S.C. § 6c(b) (2001), and Commission Regulations 1.1, 32.5, 32.9, 32.11, and 33.3, 17 C.F.R. §§ 1.1, 32.5, 32.9, 32.11, and 33.3 (2002). The June 5, 2002 Complaint also named Coin Bank, TDD Enterprises ("TDD"), Anthony Russo ("Russo"), Affiliated Payroll Inc. ("Affiliated"), Sexton, Liberty Foreign Investments Inc. ("Liberty"), Daniel Fasciana ("Fasciana"), Pico Investments and Consultants Inc. ("Pico"), Stephen Delong ("Delong"), and JBA Limited Inc. ("JBA") as relief defendants. On June 6, 2002, the Court issued a Statutory Restraining Order ("SRO"), which, among other things, froze the defendants' and relief defendants' assets, appointed a temporary receiver ("Receiver"), granted the Commission and the Receiver immediate access to all books and records related to the defendants' business, and ordered that the defendants and relief defendants provide to the Commission and the Receiver a full accounting of their assets and funds.

On June 24, 2002, Consent Orders of Preliminary Injunction were entered as to defendants Global, ICM, and Offshore Georgia and relief defendant Coin Bank. On July 1, 2002, a Consent Order of Preliminary Injunction was entered as to relief defendants Fasciana and Liberty. On July 29, 2002, at the request of the Division, the Clerk of Court entered a Default against Global, ICM, Offshore Georgia, and Coin Bank.

In conjunction with the filing of this Consent Order Of Permanent Injunction And Other Equitable Relief As To Defendants Daniel Fasciana, Anthony Russo aka Teddy Connal, Offshore Financial Consultants Of Florida Inc., Offshore Financial Consultants Of Georgia Inc., International Currency Merchants Inc. and Global Financial Consultants Inc. and Relief Defendants Liberty Foreign Investments Group Inc., Coin Bank, TDD Enterprises, Coin Financial, AmeroGroup Limited, Capital Recovery Systems Inc., and PDT International Inc. (“Consent Order”), the Commission simultaneously filed a First Amended Complaint (“Amended Complaint”) which, among other things, names Fasciana and Russo as defendants and charges them with controlling person liability for violations of Section 4c(b) of the Act and Commission Regulations 1.1, 32.5, 32.9, 32.11, and 33.3, and names AmeroGroup Limited (“AmeroGroup”), Coin Financial, PDT International Inc. (“PDT”), and Capital Recovery Systems Inc. (“CRS”) as relief defendants.

I.

CONSENTS AND AGREEMENTS

To effect settlement of the matters alleged in the Amended Complaint without a trial on the merits, Fasciana and Russo individually, and on behalf of ICM, Offshore Georgia, Offshore Florida, Global, TDD, Coin Bank, PDT, CRS, Coin Financial and AmeroGroup (collectively referred to herein as the “Consenting Parties”):

1. consent to the entry of this Consent Order;
2. consent to the filing of the Amended Complaint;
3. affirm that the Consenting Parties have 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;

4. waive service of the Summons and Amended Complaint, but acknowledge receipt of the Amended Complaint;

5. admit 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 (2001);

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

7. waive:

a. all claims which they may possess under the Equal Access to Justice Act (EAJA), 5 U.S.C. § 504 (1994) and 28 U.S.C. § 2412 (1994), as amended by Pub. L. No. 104-121, §§ 231-32, 110 Stat. 862-63, and Part 148 of the Regulations, 17 C.F.R. §§ 148.1 et seq., relating to, or arising from, this action and any right under EAJA to seek costs, fees, and other expenses relating to, or arising from, this action;

b. any claim 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

c. all rights of appeal from this Consent Order;

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

9. Agree that neither the Consenting Parties nor their agents, employees or representative acting under their control shall take any action or make any public statement

denying, directly or indirectly, any allegations in the Amended Complaint or creating or tending to create the impression that the Amended Complaint is without factual basis; provided, however, that nothing in this provision shall affect the Consenting Parties': i) testimonial obligations, or ii) right to take legal positions in other proceedings to which the Commission is not a party. The Consenting Parties will undertake all steps to assure that all of their agents, employees and representatives understand and comply with this agreement.

10. By consenting to the entry of this Consent Order, the Consenting Parties neither admit nor deny the allegations of the Amended Complaint and the Findings of Fact contained in this Consent Order, except as to jurisdiction and venue. However, the Consenting Parties agree and intend that the allegations of the Amended Complaint and all of the Findings of Fact made by this Court and contained in Part II of this Consent Order shall be taken as true and correct and be given preclusive effect without further proof for the purpose of any subsequent bankruptcy proceeding filed by, on behalf of, or against any Consenting Party, for the purpose of determining whether that Consenting Party's restitution obligation and/or other payments ordered herein are excepted from discharge. A Consenting Party also shall provide immediate notice of any bankruptcy filed by, on behalf of, or against the Consenting Party in the manner required by Part VI, paragraph 48 of this Consent Order.

11. 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 ancillary equitable relief, pursuant to § 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

II.

FINDINGS OF FACT

The Court hereby makes the following findings of fact:

12. This Court has subject matter jurisdiction over this action and the allegations in the Amended Complaint pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.

13. This Court has personal jurisdiction over the Consenting Parties pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, and the Consenting Parties have acknowledged receipt of the Amended Complaint and consented to the Court's jurisdiction over them.

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

15. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.

16. The Plaintiff Commission is an independent federal regulatory agency charged with the responsibility of administering and enforcing the provisions of the Act and regulations promulgated thereunder.

A. Parties

17. The corporate defendants ICM, Offshore Georgia, Offshore Florida and Global are four interrelated companies controlled by Fasciana and Russo that engaged in a common scheme, shared telemarketers, used identical account documentation, used similar or identical websites designed and monitored by the same web manager, and commingled funds. The combined corporate defendants constitute a common enterprise (the "Offshore Common Enterprise").

18. Defendant Fasciana resides in Fort Lauderdale, Florida. Fasciana, along with Russo, established and ran the Offshore Common Enterprise. Fasciana has never been registered with the Commission in any capacity. Fasciana is the president and/or an owner of relief defendants Liberty, Coin Bank, AmeroGroup, Coin Financial and Capital Recovery Systems.

19. Defendant Russo resides in Lighthouse Point, Florida. Russo, along with Fasciana, established and ran the Offshore Common Enterprise. Russo has never been registered with the Commission in any capacity. Russo is the president and/or owner of relief defendants TDD, Coin Bank, AmeroGroup and PDT.

20. Defendant ICM is a Georgia corporation, which designates, in its certificate of incorporation, its principal place of business as 5683 Stonewood Court, Apt. B, Norcross, Georgia 30093. ICM's actual place of business was 6840 Roswell Rd., Roswell, Georgia, 30328. ICM was a part of the Offshore Common Enterprise. ICM has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. ICM ceased soliciting customers under that name in June 2001. ICM was incorporated on February 20, 2001, and dissolved on September 27, 2001.

21. Offshore Florida is a Florida corporation, which designates, in its certificate of incorporation, its principal place of business as 5581 North Winston Park Boulevard, # 205, Coconut Creek, Florida 33073. Offshore Florida was a part of the Offshore Common Enterprise. Offshore Florida has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a

derivatives transaction execution facility. Offshore Florida solicited customers from on or about April 2001 to June 2001.

22. Offshore Georgia is a Georgia corporation, which designates, in its certificate of incorporation, its principal place of business as 6840 Roswell Rd., Suite 1A, Atlanta, Georgia, 30328. Offshore Georgia was a part of the Offshore Common Enterprise. Offshore Georgia has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. Offshore Georgia began soliciting customers on or about May 2001, and on or about November 2001 Offshore ceased operations at the 6840 Roswell Rd. address.

23. Global is a Louisiana corporation, which designates, in its certificate of incorporation, its principal place of business as 4041 Williams Boulevard, Suite A-9 #299, Kenner, Louisiana, 70065. Global's actual place of business was 2002 20th Street, Suite A202, Kenner, Louisiana 70062. Global was a part of the Offshore Common Enterprise. Global has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. Global began soliciting customers on or about January 2002, and was closed by the Receiver on June 7, 2002.

24. Coin Bank is an "offshore company" in Montenegro, Yugoslavia established by Fasciana and Russo to create an illusion of legitimate trading. In reality, customer funds were merely funneled through an account in the name of Coin Bank at Podgoricka Banka in Montenegro, Yugoslavia, and into various bank accounts held by Fasciana, Russo and Offshore

Common Enterprise telemarketers. Coin Bank has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. Between January 2001 and June 2002, more than \$2,000,000 in customer funds flowed through the account in name of Coin Bank.

25. TDD is a Georgia corporation, which designates, in its certificate of incorporation, its principal place of business as 4780 Ashford Dunwoody Road, Suite 141A, Atlanta, Georgia 30338. Russo is TDD's president and sole board member. TDD has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. Between August 14, 2001 and October 11, 2001, TDD received approximately \$100,000 in funds traceable to the Offshore Common Enterprise fraud.

26. Liberty is a Georgia corporation, which designates, in its certificate of incorporation, its principal place of business as 66 Shadowlawn Road, Marietta, Georgia 30067. Liberty also uses the address of 80 Mount Vernon Circle, Dunwoody, Georgia 30338. Fasciana is Liberty's president. Liberty has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. Between August 17, 2001 and October 3, 2001, Liberty received approximately \$130,500 in funds traceable to the Offshore Common Enterprise fraud.

27. AmeroGroup is a company organized under the laws of Belize with a registered office in Belize City, Belize. Fasciana is the beneficial owner of AmeroGroup, and Fasciana and Russo are co-signatories on AmeroGroup's bank account in Belize. AmeroGroup has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. More than \$1,000,000 in customer funds fraudulently obtained from the Offshore Common Enterprise flowed through relief defendant Coin Bank and into the AmeroGroup account in Belize. The account, which was frozen in relation to the SRO, currently has more than \$600,000 on deposit.

28. PDT is a Florida corporation that designates in its certificate of incorporation its principal place of business as 3131 NW 68th Street, Fort Lauderdale, FL 33309. Fasciana is PDT's registered director. PDT has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts, or registered with the Commission as a derivatives transaction execution facility. PDT has a bank account at Southtrust Bank in Atlanta Georgia for which Russo is the signatory. More than \$85,000 in funds traceable to the Offshore Common Enterprise were deposited in the PDT account. These funds were used to purchase automobiles, jewelry, and adult entertainment.

29. CRS is a Florida corporation that designates, in its certificate of incorporation, its principal place of business as 2501 E. Commercial Blvd., Suite 201, Fort Lauderdale FL 33308. Fasciana is CRS's registered Director. CRS has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading

of options on foreign currency or options on foreign currency futures contracts. CRS maintained a bank account at Podgoricka Banka in Montenegro, Yugoslavia. More than \$526,924 in Offshore Common Enterprise funds flowed through this account.

30. Coin Financial is a Florida corporation that designates, in its certificate of incorporation, its principal place of business as 3131 NW 68th Street, Fort Lauderdale, FL 33309. Fasciana is Coin Financial's registered Director. Coin Financial has never been registered with the Commission in any capacity, nor has it been designated by the Commission as a contract market for the trading of options on foreign currency or options on foreign currency futures contracts. Coin Financial also opened a bank account at Podgoricka Banka in Montenegro, Yugoslavia.

B. Factual Background

31. Since January 2001, the Offshore Common Enterprise solicited more than \$1,900,000 from customers primarily through high-pressure telemarketing that promised extraordinary profits through the purchase of 30-day foreign currency option contracts. The Offshore Common Enterprise consisted of ICM, Offshore Florida, Offshore Georgia, and Global, a series of companies that opened for a short period of time, closed and then relocated under a new name. In sales solicitations, telemarketer employees of the Offshore Common Enterprise fraudulently guaranteed profits, failed to disclose the true risk of loss, and made other blatant misrepresentations. As a result, Offshore Common Enterprise customers lost most, if not all, of their investment.

32. The Offshore Common Enterprise scheme involved telemarketing cold calls and advertisements boasting of tremendous profits that would be made in a short period of time through the purchase of foreign currency options. Telemarketers claimed with great enthusiasm

that the market conditions for a particular foreign currency option (typically the Yen or the Euro) were excellent, such that customers could double, triple, or quadruple their money by investing immediately. Telemarketers assured prospective customers that they would closely watch the market and recommend exactly the right time to sell, thereby avoiding any losses. At the same time, customers were not adequately advised of the risks involved in options trading.

33. Once a customer invested, telemarketers then sought additional funds. Customers were advised that the additional funds were needed either to increase already profitable positions or to recover unexpected losses. Customers were discouraged from ever liquidating their accounts.

34. Ultimately, customers learned that most, if not all, of their money was gone. Most customers were encouraged to invest again in order to recoup their losses. If a customer did not make an additional investment, telemarketers became unavailable to the customers with telephone messages from customers going unreturned. In many instances customers were unable to contact a telemarketer because the firm had shut down.

35. To create the illusion of legitimate trading, Offshore Common Enterprise telemarketers claimed in their solicitations that they were “consultants” for Coin Bank in Montenegro and were assisting customers in trading foreign currency options through the “offshore bank.” Unbeknownst to customers, Defendants Fasciana and Russo established and controlled Coin Bank, and therefore the Offshore Common Enterprise controlled every aspect of the purported foreign currency option transactions. Victim funds were merely funneled through the Coin Bank account and into various bank accounts in the name of corporations controlled by Fasciana and Russo including TDD, Affiliated, Liberty, Pico, JBA, Coin Financial, AmeroGroup, PDT, and CRS. Once victim funds were transferred into the relief defendants’

accounts, they were passed on to telemarketers, transferred to firms and entities unrelated to commodity options trading, and used for personal goods and services.

36. Fasciana and Russo owned and controlled every aspect of the Offshore Common Enterprise, financially and otherwise. Fasciana and Russo recruited, hired, and coached telemarketers to offer and sell foreign currency options, and determined how the telemarketers were paid. Fasciana and Russo put together websites, brochures and other solicitation materials. Fasciana and Russo made all decisions regarding the movement of funds after they were solicited from Offshore Common Enterprise customers. Fasciana and Russo are co-owners of Coin Bank, the “offshore company” through which most customer funds flowed. Fasciana and Russo also owned or controlled Relief Defendants AmeroGroup, TDD, CRS, Coin Financial, Liberty and PDT. Most of the funds solicited by the Offshore Common Enterprise were eventually deposited in accounts controlled by Fasciana and/or Russo.

III.

CONCLUSIONS OF LAW

37. From at least January 2001 through June 2002, the Offshore Common Enterprise violated Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2001) (“Section 4c(b)”), and Commission Regulations 1.1 and 32.9, 17 C.F.R. §§ 1.1, 32.9 (2002), by making materially false representations concerning the likelihood that customers would profit from purchasing foreign currency options from the corporate defendants, and by making false representations and material omissions concerning the risk of loss.

38. From at least January 2001 through June 2002, the Offshore Common Enterprise offered to enter into, entered into, executed, confirmed the execution of, or conducted business for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in,

or in connection with, a commodity option when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated by the Commission as a “contract market” for such commodity, and (b) such contracts have not been executed or consummated by or through a member of such contract market, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and the Commission Regulations 32.11 and 33.3(a), 17 C.F.R. §§ 32.11 and 33.3(a).

39. From at least January 2001 through June 2002, the Offshore Common Enterprise violated Section 4c(b) of the Act and Commission Regulation 32.5, 17 C.F.R. §32.5 (2002), by failing to provide prospective commodity options customers with required disclosures regarding important information such as the duration of the option, a list of elements comprising the purchase price, a description of all costs that may be incurred if the option is exercised, and an explanation concerning the necessary fall or rise in the price of the contract underlying the option in order for the customer to profit.

40. Because Fasciana and Russo controlled every aspect of the Offshore Common Enterprise, financially and otherwise, Fasciana and Russo are liable as controlling persons by operation of Section 13(b) of the Act, 7 U.S.C. § 13c(b), for Offshore Common Enterprise’s violations of Section 4c(b) of the Act, and Commission Regulations 1.1, 32.5, 32.9, 32.11 and 33.3.

41. By receiving customer funds from the Offshore Common Enterprise, Liberty, TDD, Coin Bank, PDT, CRS, Coin Financial and AmeroGroup are gratuitous beneficiaries and custodians of customer funds, and should not be permitted to retain these ill-gotten gains.

IV.

ORDER FOR PERMANENT INJUNCTION

NOW THEREFORE, IT IS ORDERED THAT:

42. Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida and Global are permanently restrained, enjoined and prohibited from directly or indirectly:

- a. In or in connection with an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transactions: (1) cheating or defrauding or attempting to cheat or defraud any persons; and (2) deceiving or attempting to deceive any person;
- b. Offering to enter into, entering into, executing, confirming the execution of, or conducting business for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with, a commodity option when: (1) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated by the Commission as a "contract market" for such commodity; and (2) such contracts have not been executed or consummated by or through a member of such contract market;
- c. Soliciting, receiving, or accepting any funds in connection with the purchase or sale of any commodity futures contract or any option on a futures contract;
- d. Controlling or directing the trading of any commodity futures or commodity options account for or on behalf of any person or entity, directly or indirectly, whether by power of attorney or otherwise;

- e. 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, except as provided for in Commission Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), or acting as a principal, agent, officer or employee of any person registered, exempted from registration or required to be registered with the Commission, unless such exemption is pursuant to Commission Regulation 4.14(a)(9); and
- f. Entering into any commodity futures or options transaction for their own personal account or for any account in which they have a direct or indirect interest and/or having any commodity futures or options interests traded on their behalf.
- g. Violating § 4c(b) of the Act or Commission Regulations 1.1, 32.5, 32.9, 32.11, and 33.3.

43. The provisions of this Consent Order shall be binding upon Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida and Global, upon any person insofar as he or she is acting in the capacity of officer, agent, servant or employee of Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida or Global, 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 Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida or Global

V.

ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT:

44. Final Judgment Amount: Final judgment is hereby entered as follows:

- a. Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida and Global are jointly and severally liable for restitution in the amount of \$1,964,478, plus post-judgment interest at the interest rate set forth in 28 U.S.C. § 1961 (“Restitution Amount”);
- b. A Civil Monetary Penalty is ordered against Fasciana in the amount of \$3,000,000 (“Fasciana CMP Amount”);
- c. A Civil Monetary Penalty is ordered against Russo in the amount of \$3,000,000 (“Russo CMP Amount”).

45. Initial Payments: The following payments shall be made within sixty (60) days of the date of this Order to an account designated by a monitor designated by the Commission (“the Monitor”), and shall be credited to the Restitution Amount in paragraph 44. Should the payments described below exceed the Restitution Amount in paragraph 44, they shall be credited to the Fasciana and Russo CMP Amounts in paragraph 44 on a pro rata basis. The payments shall be made as follows:

- a. Fasciana and Russo will cooperate fully and expeditiously with the Commission, the Receiver, and the Monitor in transferring the entire balance of the following accounts to an account designated by the Monitor:

- i. All accounts held by, on behalf of, or in the name of AmeroGroup, including but not limited to account # 700862 at Provident Bank and Trust of Belize Limited.
- ii. All accounts held by, on behalf of, or in the name of Coin Bank, including but not limited to accounts in the name of Coin Bank at Podgoricka Banka in Montenegro Yugoslavia.
- iii. All accounts held directly or indirectly by, on behalf of, or in the name of CRS, including but not limited to accounts in the name of CRS at Podgorica Banka in Montenegro Yugoslavia.
- iv. All accounts held by, on behalf of, or in the name of Coin Financial, including but not limited to accounts in the name of Coin Financial at Podgoricka Banka in Montenegro Yugoslavia.
- v. All accounts held directly or indirectly by, on behalf of, or in the name of PDT, including but not limited to account # 64609297 at Southtrust Bank.
- vi. Fasciana and Russo's accounts at Bank of America, including but not limited to account #s 3513112327, 3664470293 and 3673597662.
- vii. All accounts held directly or indirectly by, on behalf of, or in the name of Liberty, including but not limited to account # 86609594 at Southtrust Bank.
- viii. All accounts held directly or indirectly by, on behalf of, or in the name of ICM, Offshore Georgia, Offshore Florida, Global and TDD.

b. Fasciana and Russo will cooperate fully and expeditiously with the Receiver in liquidating the following assets purchased with funds obtained from the Offshore Common Enterprise fraud:

- i. The property located at 23277 Creek Hollow in Brooksville, Hernando County, Florida, purchased with funds from AmeroGroup.
- ii. Russo's Lincoln Navigator purchased on January 9, 2002 with funds from PDT.
- iii. Any other asset held directly or indirectly by, on behalf of, or in the name of ICM, Offshore Georgia, Offshore Florida, Global, Coin Bank, TDD, Affiliated, Liberty, Pico, JBA, Coin Financial, AmeroGroup, PDT, and CRS that is not an account subject to the provisions of Section V, paragraph 2, subparagraph (a) of this Order.
- iv. Any other assets in the direct or indirect control of Fasciana or Russo that were purchased with funds from the Offshore Common Enterprise Fraud; except for the property located at 2741 NE 24th Street, Lighthouse Point, Florida, 33064.

Within 30 days of liquidation of each of these assets, the Receiver shall transfer all funds obtained from the liquidation of the asset, less any funds retained in escrow by the Receiver pursuant to Section VI paragraph 53 of this Order, to an account designated by the Monitor.

c. The Receiver shall liquidate all Offshore Common Enterprise assets currently under the control of the Receivership. Within 30 days after the liquidation of these assets, the Receiver shall transfer the proceeds of such

VI paragraph 53 of this Order, to an account designated by the Monitor. Any proceeds transferred to the account designated by the Monitor under the terms of this subparagraph shall count toward payment of the Restitution Amount.

46. Distribution of the Initial Payment: After obtaining the entire Initial Payment required under paragraph 45 of this Order, the Monitor shall calculate the specific amounts payable to each of the customers listed in Attachment A. The Monitor shall then disburse the amounts to the investors listed in Attachment A on a pro rata basis.

a. The National Futures Association shall be designated as the Monitor for a period beginning with the date of entry of this Order and continuing until final distribution of the Initial Payment required under paragraph 45 to the investors listed on Attachment A.

b. Attachment A of this Order is a list of Offshore Common Enterprise customers and the total amount of owed each customer. The parties hereto acknowledge that Attachment A may be incomplete for various reasons including, without limitation, that records have not been provided to the Commission, records are missing or have been destroyed. The parties agree that omission from Attachment A shall in no way limit the ability of any Offshore Common Enterprise customer from seeking recovery from Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida and Global or any other person or entity, in this legal action, if that customer petitions the Court to be included on Attachment A within six months of the date of the entry of this Order. The parties also agree that any customer listed on Attachment A may remove himself or herself from Attachment A by executing a Waiver of Right to Restitution form. The amounts contained in

Attachment A as of the date of the entry of this Order shall not limit the ability of any customer from offering proof that a greater amount is owed from Fasciana, Russo, ICM, Offshore Georgia, Offshore Florida or Global or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under state or common law. The Commission is free to amend Attachment A at any time to change the amounts of pro rata distribution.

47. Collateral Agreements: Fasciana or Russo shall immediately notify the Commission and the Monitor if Fasciana or Russo makes or has previously made any agreement with any customer listed in Attachment A obligating Fasciana or Russo to make payments outside of this Consent Order. Fasciana or Russo shall also provide immediate evidence of any payments made pursuant to such agreement in the manner required by Section VI, paragraph 48.

VI.

MISCELLANEOUS PROVISIONS

48. 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
Commodity Futures Trading Commission &
1155 21st Street N.W.
Washington, DC 20581

Lael E. Campbell
Division of Enforcement
Commodity Futures Trading Commission
1155 21st Street N.W.
Washington, DC 20581

Notice to Receiver:

Dale Baringer
Schaneville & Baringer
918 Government Street
Baton Rouge, LA 70802

Notice to Monitor:

Daniel Driscoll
Executive Vice President, Compliance
National Futures Association
200 W. Madison St.
Chicago, Illinois 60606

Notice to Consenting Parties:

Carl A. Schmitt, P.A.
1666 Kennedy Causeway
Suite 705
North Bay Village, Florida 33141

49. Entire Agreement 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.

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

51. Waiver: The failure of any party hereto or of any customer listed in Attachment A 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.

52. Acknowledgements: Upon being served with copies of this Consent Order and the Amended Complaint after entry by the Court, the Consenting Parties shall sign acknowledgments of such service and serve such acknowledgments on the Court and the

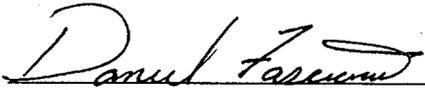
Commission within seven (7) calendar days. Upon being served with copies of this Consent Order after entry by this Court, the Commission shall serve a copy of the Consent Order upon the Monitor and all persons identified in Attachment A within thirty (30) calendar days.

53. Dissolution of the Receivership: After liquidating assets under Section V, paragraph 45, subparagraphs (b) and (c) of this Order, and before transferring the proceeds of such liquidation to the account designated by the Monitor, the Receiver shall retain in escrow a portion of the proceeds equal to the amount of the fee the Receiver wishes to charge for any unremunerated services performed as an agent of this Court. The Receiver shall transfer the remaining proceeds from the liquidation of assets under Section V, paragraph 45, subparagraphs (b) and (c) of this Order to the account designated by the Monitor. The amount held in escrow by the Receiver shall represent the final receivership payment, and may be retained by the Receiver upon approval of this Court after the Receiver submits to the Court and to the Commission a report explaining the amount of the final receivership payment. The Commission shall have the right, within 30 days of receipt of the Receiver's report, to object to the amount of the final receivership payment. Upon satisfaction of the directives enumerated in Section V, paragraph 45, subparagraphs (a), (b) and (c), and upon approval by this Court of the final receivership payment, the Temporary Receivership Shall be dissolved.

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

55. There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Order of Permanent Injunction.

CONSENTED TO AND APPROVED BY:



Daniel Fasciana, Individually and on behalf of International Currency Merchants Inc., Offshore Financial Consultants of Georgia Inc., Offshore Financial Consultants of Florida Inc., Coin Bank, AmeroGroup Limited, Liberty Foreign Investment Groups Inc., Coin Financial and Capital Recovery Systems Inc.

Date: 02-05-03



Anthony Russo aka Teddy Connal, Individually and on behalf of International Currency Merchants Inc., Offshore Financial Consultants of Georgia Inc., Offshore Financial Consultants of Florida Inc., Coin Bank, AmeroGroup Limited, TDD Investments Inc. and PDT International Inc.

Date: 02-05-03



Lael Campbell, Trial Attorney
Paul Hayeck, Associate Director
U.S. Commodity Futures Trading Commission

Date: 04/03/03

Dale Baringer, Reciever

Date: _____

MIAMI
SO ORDERED, at Ft. Lauderdale, Florida on this 11th day of August, 2002,
at 6:20 p.m.


UNITED STATES DISTRICT JUDGE

55. There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Order of Permanent Injunction.

CONSENTED TO AND APPROVED BY:

Daniel Fasciana, Individually and on behalf of International Currency Merchants Inc., Offshore Financial Consultants of Georgia Inc., Offshore Financial Consultants of Florida Inc., Coin Bank, AmeroGroup Limited, Liberty Foreign Investment Groups Inc., Coin Financial and Capital Recovery Systems Inc.

Date: _____

Anthony Russo aka Teddy Connal, Individually and on behalf of International Currency Merchants Inc., Offshore Financial Consultants of Georgia Inc., Offshore Financial Consultants of Florida Inc., Coin Bank, AmeroGroup Limited, TDD Investments Inc. and PDT International Inc.

Date: _____

Lael Campbell, Trial Attorney
Paul Hayeck, Associate Director
U.S. Commodity Futures Trading Commission

Date: _____



Dale Baringer, Reciever

Date: 2-17-03

SO ORDERED, at Ft. Lauderdale, Florida on this 11th day of August, 2003,
at 6:20 p.m.



UNITED STATES DISTRICT JUDGE