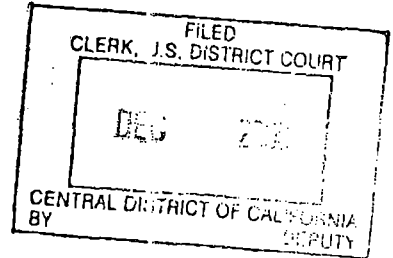


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DUPLICATE

Attorneys for Plaintiff, United States Commodity Futures Trading Commission

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION**

NOTE CHANGES MADE BY THE COURT  
 pg. 14

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2006 DEC 27 PM 2:59  
 DISTRICT COURT  
 CLERK  
 CENTRAL DISTRICT OF CALIFORNIA  
 LOS ANGELES

16 U.S. COMMODITY FUTURES )  
 17 TRADING COMMISSION, )

Case No. CV05 2660 CAS (JWJx)

Plaintiff,

vs.

18 )  
 19 )  
 20 ) Monica Sue Schiera, also known as  
 21 ) Monica Schiera-Main and Monica S.  
 22 ) Montes; Brian Main; Gemancer, Inc., a  
 23 ) Nevada Corporation; Gemancer II, Inc.,  
 24 ) a Nevada Corporation; and Trade Pro,  
 25 ) Inc., a California Corporation,

) [PROPOSED] ORDER FOR  
 ) DEFAULT JUDGMENT BY  
 ) COURT AGAINST  
 ) DEFENDANTS GEMANCER,  
 ) INC., GEMANCER II, INC. AND  
 ) TRADE PRO, INC. AND RELIEF  
 ) DEFENDANTS MONI, INC., RIA  
 ) RIVIERA, INC., BODY  
 ) BLASTERS, INC., SUCCESS  
 ) DIRECT, INC., AND TRI LYNX,  
 ) INC.

26 ) Moni Inc., a Nevada Corporation; Body  
 27 ) Blasters, a California Corporation; Ria  
 28 ) Riviera, Inc., a Nevada Corporation;  
 Success Direct, a Nevada Corporation;  
 and Tri Lynx, Inc., a Nevada  
 Corporation,

) JUDGE: Christina A. Snyder  
 ) TIME:  
 ) DATE:  
 ) PLACE:

Relief Defendants. )

No Hearing Required

NOTE CHANGES MADE BY THE COURT

1 On April 12, 2005, Plaintiff CFTC filed a three count Complaint against  
2 Defendants Monica Schiera Main ("Schiera Main"), Brian Main ("Main"),  
3 Gemancer I, Inc. ("Gemancer I"), Gemancer II, Inc. ("Gemancer II"), and Trade  
4 Pro, Inc. ("Trade Pro"), and against Relief Defendants Moni, Inc., Ria Riviera,  
5 Inc., Body Blasters, Inc., Success Direct, Inc., and Tri Lynx, Inc. alleging  
6 violations of the Commodity Exchange Act, as amended ("Act"), 7 U.S.C. §§ 1 *et*  
7 *seq.* (2001). On that same day, this Court entered a Statutory Restraining Order  
8 against all defendants. A Consent Order of Preliminary Injunction and Other  
9 Ancillary Relief was entered on April 22, 2005.

10 On April 14, 2005, Corporate Defendants Gemancer I, Gemancer II, and  
11 Trade Pro, and Relief Defendants Moni, Inc., Ria Riviera, Inc., Body Blasters, Inc.,  
12 Success Direct, Inc., and Tri Lynx, Inc. were served. On August 15, 2006, the  
13 Clerk entered a Default against Corporate Defendants Gemancer I, Gemancer II,  
14 and Trade Pro, and against Relief Defendants Moni, Inc., Ria Riviera, Inc., Body  
15 Blasters, Inc., Success Direct, Inc., and Tri Lynx, Inc. The Corporate Defendants  
16 and Relief Defendants have failed to appear or otherwise defend against the  
17 Complaint within the time permitted by the Federal Rules of Civil Procedure and  
18 the Commission has now moved for a default judgment of a permanent injunction  
19 and other ancillary relief against them.

20 The Commission has now submitted its Application for Entry of Default  
21 Judgment By Court Against Defendants Gemancer I, Gemancer II, Trade Pro, and  
22 Relief Defendants Moni, Inc., Ria Riviera, Inc., Body Blasters, Inc., Success  
23 Direct, Inc., and Tri Lynx, Inc. ("Application") pursuant to Federal Rule of Civil  
24 Procedure 55(b)(2) and Local Rules 55-1, 55-2, and 55-3. The Court has  
25 considered the Complaint, the allegations of which are well-pleaded and hereby  
26 taken as true, the Application, declarations, exhibits and other papers filed herein,  
27 and being fully advised in the premises hereby:

28



## 2. Corporate Defendants

1  
2 Defendant Gemancer, Inc. is a Nevada corporation, incorporated on April 4,  
3 2001 that was created and jointly operated by Schiera Main and Main. Its principal  
4 place of business was listed as 28305 Industry Drive, Valencia, California.

5 Gemancer I, among other things, has been engaged in the business of advertising  
6 and soliciting clients to purchase commodity futures and options trading advisory  
7 services, including software, written materials, and in-person seminars. It has  
8 never been registered with the Commission in any capacity. Brian Main is listed as  
9 its president, secretary, and treasurer.

10 Defendant Gemancer II, Inc. is a Nevada corporation incorporated on March  
11 7, 2003, but its corporate status is currently in default. Its principal place of  
12 business was listed as 28305 Industry Drive, Valencia, California, the same as  
13 Gemancer I. Gemancer II accepted deposits from clients for the purchase of  
14 Gemancer I and Trade Pro commodity futures and options trading advisory  
15 services. It has never been registered with the Commission in any capacity. Main  
16 owns Gemancer II. It shared offices and employees with Gemancer I, and its  
17 funds were commingled with Gemancer I funds.

18 Defendant Trade Pro, Inc. is a California Corporation, incorporated on May  
19 19, 2003. Initially, Monica Schiera Main was listed as its registered agent. Its  
20 principal place of business was 28305 Industry Drive, Valencia, California, the  
21 same as the Gemancer entities. Trade Pro created and sold a software program that  
22 made specific commodity futures trading buy and sell recommendations. It has  
23 been engaged in the business of advertising and soliciting clients to purchase  
24 commodity futures and options trading advisory services, including software,  
25 written materials, and in-person seminars. It has never been registered with the  
26 Commission in any capacity. Trade Pro shared ownership, offices, and employees  
27 with Gemancer I. Gemancer I, Gemancer II, and Trade Pro constitute a common  
28 enterprise.

### 3. Relief Defendants

1  
2 Relief Defendant Moni Inc. is a revoked Nevada corporation, initially  
3 incorporated on June 30, 2000. Its listed address was the residential address of  
4 Defendant Schiera Main in Castaic, California. Defendant Schiera Main is listed as  
5 the president and secretary of Moni and is the sole signatory on the primary Moni  
6 bank account, and her name is imprinted on all of the checks. In addition, Moni  
7 provided funds that were deposited into commodity futures trading accounts in the  
8 name of Monica Schiera. Moni received funds that can be traced directly to  
9 Gemancer I and Trade Pro's fraudulent activity, and does not have a legitimate  
10 claim to these funds. Schiera Main paid for personal expenses through this entity.

11 Relief Defendant Ria Riviera, Inc., is a Nevada corporation, currently in  
12 permanent default status, incorporated on January 28, 1998. The address on the  
13 checks was a previous residential address of Schiera Main. Ria Riviera received  
14 funds that can be traced directly to Gemancer I's fraudulent activity, and does not  
15 have a legitimate claim to these funds.

16 Relief Defendant Body Blasters, Inc. is a California corporation incorporated  
17 on October 29, 2003. Schiera Main is listed as its registered agent. Its address was  
18 listed as 28305 Industry Drive, Valencia, California, 91355, the same as Gemancer.  
19 Schiera Main is listed as president and "CFO" and is the sole signatory on the Bank  
20 of America checking account for Body Blasters. Gemancer and Trade Pro pay  
21 Body Blasters' general operating expenses. Body Blasters received funds that can  
22 be traced directly to Gemancer I and Trade Pro's fraudulent activity, and does not  
23 have a legitimate claim to these funds.

24 Relief Defendant Success Direct, Inc. is a Nevada corporation, currently in  
25 default status, incorporated on March 12, 2003. It had the same registered agent  
26 and officers as Gemancer II. Schiera Main is listed as president on the Bank of  
27 America checking account. Success Direct received funds that can be traced  
28

1 directly to Gemancer I and Trade Pro's fraudulent activity, and does not have a  
2 legitimate claim to these funds.

3 Relief Defendant Tri Lynx, Inc., is a Nevada Corporation, currently in  
4 default status, incorporated on March 11, 2003. Defendant Main is the President,  
5 Secretary, Treasurer, and Director of Tri Lynx and is listed as the owner on the  
6 Bank of American checking account. Tri Lynx received funds that can be traced  
7 directly to Gemancer I, Gemancer II, and Trade Pro's fraudulent activity and does  
8 not have a legitimate claim to these funds.

### 9 **C. Background & Operation**

10 As set forth in the well-pleaded allegations of the Complaint, from at least  
11 April 2001 to April 2005, Schiera Main and Main incorporated or operated  
12 Gemancer I, Gemancer II and Trade Pro, Inc, which Schiera Main and Main  
13 collectively operated as a common enterprise. Through this common enterprise,  
14 the Defendants were in the business of advising others, through its marketed  
15 advisory service mailers, websites, members' only subscription newsletters, and in  
16 person or "boot camp" training seminars as to the value or the advisability of  
17 trading in commodity futures and options contracts. The advisory services evolved  
18 over time and have incorporated binders, bound packets of materials purporting to  
19 be manuals, "special reports," audiotapes, videotapes, and newsletters, to provide  
20 commodity futures and options trading advice to customers and potential  
21 customers. The Corporate Defendants, directly and indirectly, made use of the  
22 means and instrumentalities of interstate commerce, and the mails, in connection  
23 with the acts, practices and courses of business complained of herein.

24 Additionally, they operated at least four websites to solicit members of the public  
25 to obtain commodity futures and options on commodity futures trading advisory  
26 services: *gemancer.com*, *commodityfortunes.com*, *tradeoftware.com* and  
27 *tradeofutures.com*.

1 The Corporate Defendants solicitations yielded at least 1200 clients and took  
2 in at least \$3 million.

### 3 **D. Defendants' Misrepresentations and Omissions**

4 While acting as a CTA, the Corporate Defendants, through Schiera Main and  
5 Main, made misrepresentations in the solicitation of potential clients for the  
6 purchase of commodity futures and options trading advisory services that generally  
7 fell into three areas: (1) fraudulently overstated the profit potential and success of  
8 their trading systems and strategies; (2) misrepresented the risk involved in trading  
9 commodity futures and options contracts; and (3) misrepresented Schiera's net  
10 worth. In addition, they omitted the material facts that Schiera Main had an  
11 unprofitable trading record and is a convicted felon.

#### 12 **1. Promotional Materials Misrepresented the Success of the** 13 **Trading Advisory Services**

14 Gemancer I and Trade Pro misrepresented the success of their trading  
15 system to potential clients and guaranteed profits. The solicitations stated, among  
16 other things, that:

- 17 (a) the trading has been "consistently profiting over 90% of [the]  
18 trades" following the Gemancer trading strategies;
- 19 (b) the Gemancer "Decoding system" "...guarantees that 90% or  
20 more of your trades will make you money;"
- 21 (c) Trade Pro software has "dramatically increased [the] profit  
22 percentage" of the trading account of its employee;
- 23 (d) the "Trade Pro [software] will give you the signals you need to  
24 successfully trade the highly lucrative stock indices [S&P  
25 500]"; and
- 26 (e) the "Reverse Market Timing System" is a "profitable strategy."

27 Customers relied upon these material misrepresentations to their detriment,  
28 believing that the trading advisory services were successful and that following the

1 recommendations would lead them to become profitable commodity futures  
2 traders. The customers were under the impression that the Gemancer and Trade  
3 Pro trading advice was tested, used by one of its employees, and produced large  
4 profits. In fact, the Gemancer advisory services were a recipe for losses, and the  
5 Trade Pro software simply did not work.

## 6 **2. Promotional Materials Misrepresented Defendant Schiera 7 Main's Commodity Trading Experience, Track Record and 8 Net Worth**

9 From June 2001 to at least April 2005, Gemancer I and Trade Pro  
10 misrepresented Schiera Main's commodity futures and options trading experience,  
11 her past performance and her allegedly successful use of the Gemancer trading  
12 advisory services. The Defendants claimed that over 90% of Schiera Main's trades  
13 were profitable, "pulling in millions of dollars to date." In addition, the Trade Pro  
14 solicitation materials claimed that Schiera Main utilized the Trade Pro software  
15 resulting in a 114% profit "in 2 days with the S&P500." In reality, Schiera Main  
16 traded small sums of money and had a negative trading record.

17 The references in the promotional materials that Schiera Main is a  
18 "Millionaire" also are false. On March 19, 2003, Schiera Main filed for individual  
19 Chapter 7 bankruptcy, *In re Schiera*, No. 03-12373 (Bankr. C.D. Cal., March 19,  
20 2003). She was discharged from her debts on July 1, 2003.

## 21 **3. Corporate Defendants' Misrepresented the Risks of Trading 22 Commodity Futures and Options Contracts**

23 From June 2001 to at least April 2005, Gemancer I and Trade Pro  
24 misrepresented the risks involved in trading commodity futures and options  
25 contracts using the Corporate Defendants' commodity futures and options trading  
26 systems and services. Specifically, the materials minimized the risks involved in  
27 trading commodity futures and options, making claims such as, trading  
28 commodities "is not risky at all", "how to make thousands a week trading options



1 with almost no risk!", and the statement "although the results of Trade Pro have  
2 been extremely effective and profitable," was added to a purported risk disclosure,  
3 thus undermining the risk.

#### 4 **E. Material Omissions in the Advisory Services Promotional Material**

5 Gemancer I and Trade Pro claimed that the Gemancer trading strategies  
6 produced winning trades while failing to disclose that the trades represented only  
7 hypothetical trading results. Specifically, the Advanced Trading Secrets Workshop  
8 promotional materials state, "Last year it was calculated that 92.3% of my trades  
9 were successful. The year before it was 87.1%. This year, so far, I'm at 90.8%."  
10 Customers relied on the 90% accuracy statement, and believed that actual money  
11 had been invested and traded. In fact, Main admitted under oath that the touted  
12 results concerned only purported "paper trading," and had no records to show even  
13 that.

14 Gemancer I and Trade Pro also failed to disclose Schiera Main's federal  
15 felony fraud conviction. Schiera Main and Main knew of, but did not disclose  
16 Schiera Main's criminal background to potential customers because they were  
17 concerned that they would "lose business" if that material adverse information was  
18 out in the open.

#### 19 **F. Gemancer, Inc., Gemancer II, Inc., and Trade Pro, Inc.** 20 **Constitute a Common Enterprise**

21 Gemancer I and Trade Pro function as one company and frequently  
22 advertised the same products and services. Gemancer I, Gemancer II, and Trade  
23 Pro all shared employees and office space. Gemancer I and Gemancer II  
24 commingled funds and accepted client orders and collected payments from clients  
25 and prospective clients for the purchase of commodity futures trading advisory  
26 services, software, and seminars. The two companies each paid business expenses  
27 attributable to the solicitation of members of the public to purchase the commodity  
28

1 futures and options trading advisory services. Defendants Schiera Main and Main  
2 operated the Corporate Defendants under their common control.

3 **G. Relief Defendants Received Funds Traceable to the Corporate**  
4 **Defendants' Fraud**

5 The Relief Defendants received at least \$600,000 in funds that are directly  
6 traceable to the Corporate Defendants' fraud. More specifically, Between June  
7 2001 and March 2005, Moni received \$127,407 from Gemancer I and Trade Pro in  
8 funds traceable to the Corporate Defendants' fraud. Between December 2001 and  
9 November 2004, Ria Riviera received a net of \$81,820 from Gemancer I in funds  
10 traceable to the Corporate Defendants' fraud. From December 2003 through  
11 March 2004, Body Blasters received a net of \$51,937 from Gemancer I, Gemancer  
12 II and Trade Pro in funds traceable to the Corporate Defendants' fraud. From  
13 April 2003 through December 2003, Success Direct received a net of \$70,165 from  
14 Gemancer I, Gemancer II and Trade Pro in funds traceable to the Corporate  
15 Defendants' fraud. From April 2003 to March 2005, Tri Lynx received \$169,868  
16 from Gemancer I, Gemancer II, and Trade Pro in funds traceable to the Corporate  
17 Defendants' fraud.

18 The Relief Defendants did not provide services to or on behalf of the  
19 Corporate Defendants and do not have a legitimate claim to the funds. Moreover,  
20 the Relief Defendants used some funds received from the Corporate Defendants to  
21 pay for personal expenses for Defendants Schiera Main and Main.

22  
23 **II. CONCLUSIONS OF LAW**

24 Starting in April 2001, Gemancer I and Trade Pro acted as CTAs in that, for  
25 compensation or profit, they engaged in the business of advising others as to the  
26 value or the advisability of trading in commodity futures and commodity options.  
27 As explained in more detail above, Gemancer I, Gemancer II, and Trade Pro acted  
28

1 as a common enterprise. Accordingly, the three corporate defendants are jointly  
2 and severally liable for the acts of the common scheme.

3           Since April 2001, pursuant to Section 2(A)(1)(B) of the Act, the  
4 Corporate Defendants, through the acts of Schiera Main and Main, violated  
5 Sections 4o(1)(A) and (B) of the Act, 7 U.S.C. § 6o(1)(A) and (B) (2002), and  
6 Commission Regulation 4.41(a), 17 C.F.R. § 4.41(a), by, among other things: (1)  
7 using false and misleading promotional material which overstated the profit  
8 potential for the trading systems they were selling; (2) failing to adequately warn of  
9 the risks inherent in trading commodity futures and commodity options; (3)  
10 misrepresenting the level of risk inherent in trading commodity futures and options  
11 contracts; and (4) failing to disclose material facts about Schiera Main's past  
12 trading performance and history of fraudulent conduct. Each material  
13 misrepresentation or deceptive omission made during the relevant time period  
14 constitutes a separate and distinct violation of Sections 4o(1)(A) and 4o(1)(B) of  
15 the Act.

16           During the relevant time period, pursuant to Section 2(A)(1)(B) of the Act,  
17 Corporate Defendants, through the acts of Schiera Main and Main, presented the  
18 performance of simulated and hypothetical commodity interest accounts without  
19 prominently including the required disclosure, in violation of Section 4.41(b) of the  
20 Regulations, 17 C.F.R. § 4.41(b) (2004).

21           The Relief Defendants do not have a legitimate claim to the funds they  
22 received that are directly traceable to the fraud. Thus, disgorgement is proper  
23 relief.

### 24                                 **III. PERMANENT INJUNCTION**

#### 25                                 **IT IS HEREBY ORDERED THAT:**

26           Gemancer I, Gemancer II, and Trade Pro, and all persons insofar as they are  
27 acting in the capacity of their agents, servants, employees, successors, assigns, and  
28 attorneys and all persons insofar as they are acting in active concert or participation

1 with them who receive actual notice of such order by personal service or  
2 otherwise, are permanently restrained, enjoined and prohibited from directly or  
3 indirectly:

- 4 A. While acting as CTAs, or principals thereof, employing any  
5 device, scheme, or artifice to defraud any client or prospective  
6 client; or engaging in any transaction, practice, or course of  
7 business which operates as a fraud or deceit upon any client or  
8 prospective client, by use of the mails or any means or  
9 instrumentality of interstate commerce, in violation of Section  
10 4o(1) of the Act, 7 U.S.C. § 6o(1) (2002);
- 11 B. While acting as CTAs, or principals thereof, advertising in a  
12 manner which employs any device, scheme or artifice to defraud  
13 any client or prospective client; or advertising in a manner which  
14 involves any transaction, practice or course of business which  
15 operates as a fraud or deceit upon any client or prospective client,  
16 in violation of Regulation 4.41(a), 17 C.F.R. § 4.41(a) (2006);
- 17 C. Presenting the performance of any simulated or hypothetical  
18 commodity interest account, transaction in a commodity interest or  
19 series of transactions in a commodity interest unless such  
20 performance is accompanied by the following statement,  
21 prominently disclosed, as required by 17 C.F.R. § 4.41(t):

22 Hypothetical or simulated performance results  
23 have certain inherent limitations. Unlike an actual  
24 performance record, simulated results do not  
25 represent actual trading. Also, since the trades  
26 have not actually been executed, the results may  
27 have under- or over-compensated for the impact, if  
28 any, of certain market factors, such as lack of  
liquidity. Simulated trading programs in general  
are also subject to the fact that they are designed  
with the benefit of hindsight. No representation is  
being made that any account will or is likely to  
achieve profits or losses similar to those shown.

In doing so, Defendants shall clearly identify those hypothetical or  
simulated performance results that were based, in whole or in part,  
on hypothetical trading results.

- 1 D. Directly or indirectly soliciting or accepting any funds from any  
2 person in connection with the purchase or sale of any commodity  
3 futures or options contract, except as provided for in Commission  
4 Regulation 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006);
- 5 E. Engaging in, controlling, or directing the trading of any  
6 commodity futures or options accounts, on Gemancer I, Gemancer  
7 II, or Trade Pro's own behalf or for or on behalf of any other  
8 person or entity, whether by power of attorney or otherwise;
- 9 F. Applying for registration or claiming exemption from registration  
10 with the Commission in any capacity, and engaging in any activity  
11 requiring such registration or exemption from registration with the  
12 Commission, except as provided for in Commission Regulation  
13 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006), or acting as a principal,  
14 agent or officer or employee of any person registered, required to  
15 be registered or exempted from registration with the Commission  
16 unless such exemption is pursuant to Commission Regulation  
17 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006); and
- 18 G. Otherwise engaging in any business activities related to  
19 commodity futures or options trading.

#### 20 IV. DISGORGEMENT AND CIVIL MONETARY PENALTY

#### 21 IT IS HEREBY FURTHER ORDERED THAT:

##### 22 A. Disgorgement From Corporate Defendants

23 Corporate Defendants Gemancer I, Gemancer II, and Trade Pro are jointly  
24 and severally liable to pay within 30 days of the date of this Order disgorgement in  
25 the amount of \$3 million (\$3,000,000) plus pre- and post- judgment interest.  
26 Prejudgment interest is calculated beginning from January 16, 2004 at the  
27 underpayment rate established by the Internal Revenue Service pursuant to 26  
28 U.S.C. § 662(a)(2). The Corporate Defendants' shall pay post-judgment interest  
from the date of this Order until their disgorgement obligation is paid in full at the  
Treasury Bill rate prevailing on the date of this Order, pursuant to 28 U.S.C. §

1 1961(a). The Corporate Defendants shall pay this penalty by making electronic  
 2 funds transfer, U.S. postal money order, certified check, bank cashier's check, or  
 3 bank money order made payable to the Commodity Futures Trading Commission  
 4 and sent to the address below:

5 Commodity Futures Trading Commission  
 6 Division of Enforcement  
 7 ATTN: Marie Batement - AMZ-300  
 8 DOT/FAA/MMAC  
 9 6500 S. Macarthur Blvd.  
 10 Oklahoma City, OK 73169

11 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-  
 12 6569 for instructions. The Corporate Defendants shall accompany payment of the  
 13 penalty with a cover letter that identifies the defendants, and the name and docket  
 14 number of this proceeding. The Corporate Defendants shall simultaneously  
 15 transmit a copy of the cover letter and the form of payment to:

16 Office of Cooperative Enforcement  
 17 Division of Enforcement  
 18 Commodity Futures Trading Commission  
 19 Three Lafayette Centre  
 20 1155 21st Street, NW  
 21 Washington, DC 20581.

### 22 **B. Disgorgement From Relief Defendants**

23 Relief Defendant Moni Inc. shall be liable and shall pay disgorgement of  
 24 <sup>127,407</sup>~~\$139,038~~ plus pre- and post- judgment interest within 30-days of the date of this  
 25 Order.

26 Relief Defendant Ria Riviera Inc. shall be liable and shall pay disgorgement  
 27 of <sup>81,820</sup>~~\$101,320~~ plus pre- and post- judgment interest within 30-days of the date of this  
 28 Order.

29 Relief Defendant Body Blasters, Inc. shall be liable and shall pay  
 30 disgorgement of <sup>51,938</sup>~~\$115,938~~ plus pre- and post- judgment interest within 30-days of  
 31 the date of this Order.

1           Relief Defendant Success Direct Inc. shall be liable and shall pay  
2 disgorgement of \$70,165 plus pre- and post- judgment interest within 30-days of  
3 the date of this Order.

4           Relief Defendant Tri Lynx Inc. shall be liable and shall pay disgorgement of  
5 \$169,868 plus pre- and post- judgment interest within 30-days of the date of this  
6 Order.

7           Prejudgment interest is calculated at the underpayment rate established by  
8 the Internal Revenue Service pursuant to 26 U.S.C. § 662(a)(2). The Relief  
9 Defendants shall pay post-judgment interest from the date of this Order until its  
10 disgorgement obligation is paid in full at the Treasury Bill rate prevailing on the  
11 date of this Order, pursuant to 28 U.S.C. § 1961(a). The Relief Defendants shall  
12 pay this penalty by making electronic funds transfer, U.S. postal money order,  
13 certified check, bank cashier's check, or bank money order made payable to the  
14 Commodity Futures Trading Commission and sent to the address below:

15           Commodity Futures Trading Commission  
16           Division of Enforcement  
17           ATTN: Marie Batement - AMZ-300  
18           DOT/FAA/MMAC  
19           6500 S. Macarthur Blvd.  
20           Oklahoma City, OK 73169

21           If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-  
22 6569 for instructions. The Relief Defendants shall accompany payment of the  
23 penalty with a cover letter that identifies the defendants, and the name and docket  
24 number of this proceeding. The Relief Defendants shall simultaneously transmit a  
25 copy of the cover letter and the form of payment to:

26           Office of Cooperative Enforcement  
27           Division of Enforcement  
28           Commodity Futures Trading Commission  
            Three Lafayette Centre  
            1155 21st Street, NW  
            Washington, DC 20581.

**C. Civil Monetary Penalty**

Corporate Defendants Gemancer I, Gemancer II, and Trade Pro shall pay, jointly and severally, Civil Monetary Penalty of \$9,000,000 (\$9 million) within 30 days of the date of this Order. This is based on the Commission maximum penalty of triple the monetary gain to the Corporate Defendants. The Corporate Defendants shall pay this penalty by making electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission  
Division of Enforcement  
ATTN: Marie Batement - AMZ-300  
DOT/FAA/MMAC  
6500 S. Macarthur Blvd.  
Oklahoma City, OK 73169

If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-6569 for instructions. The Corporate Defendants shall accompany payment of the penalty with a cover letter that identifies the defendants, and the name and docket number of this proceeding. The Corporate Defendants shall simultaneously transmit a copy of the cover letter and the form of payment to:

Office of Cooperative Enforcement  
Division of Enforcement  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, NW  
Washington, DC 20581.

**D. Miscellaneous**

Prohibition on Transfer of Funds: The Corporate Defendants and Relief Defendants, or their officers, agents or employees, shall not transfer or cause others to transfer funds or other property to the custody, possession or control of any



1 other person for the purpose of concealing such funds or property from the Court,  
2 the Commission, or any officer that may be appointed by the Court.

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

5 Notice to Commission:

6 Associate Director  
7 Division of Enforcement - Central Region  
8 Commodity Futures Trading Commission  
9 525 West Monroe Street, Suite 1100  
Chicago, Illinois 60661

10 This Court shall retain jurisdiction of this action to assure compliance with  
11 this Consent Order and for all purposes related to this action, including the  
12 implementation and enforcement of this final judgment.

14 **IT IS SO ORDERED.**

16 Dated: December 11, 2006

CHRISTINA A. SNYDER

The Honorable Christina A. Snyder  
United States District Court Judge

