

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

Case No.: 05-CIV-61588 ALTONAGA/Turnoff

**COMMODITY FUTURES TRADING
COMMISSION,**

Plaintiff,

vs.

**INTERNATIONAL BERKSHIRE
GROUP HOLDINGS, INC. ET AL.**

Defendants.

**CONSENT ORDER OF PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF**

Jeffrey Paul Jedlicki (“Jedlicki” or “Defendant”), individually and as the authorized representative of Jeffrey Jedlicki, Inc. (“Jedlicki, Inc.” or “Relief Defendant”), having signed this Consent Order of Permanent Injunction and Other Equitable Relief both individually and as the authorized representative of Jedlicki, Inc., it appears to the Court that:

I.

INTRODUCTION

On September 29, 2005, the Commodity Futures Trading Commission (“Commission”) filed a Complaint commencing this civil action against Defendant Jedlicki and Relief Defendant Jedlicki, Inc., and others. The Complaint seeks injunctive and other equitable relief for

violations of the antifraud provisions of the Commodity Exchange Act (the "CEA" or "Act"), 7 U.S.C. § 1 *et seq.* (2002), and the Regulations promulgated thereunder, 17 C.F.R. § 1.1 *et seq.* (2004).

II.

CONSENTS AND AGREEMENTS

Solely to effect settlement of the matters alleged in the Complaint, without a trial on the merits or any further judicial proceedings or presentation of evidence, Jedlicki, both individually and as the authorized representative of Jedlicki, Inc., hereby:

1. Consents to the entry of this *Consent Order of Permanent Injunction and Other Equitable Relief* ("Order"): By consenting to the entry of the Order, Defendants neither admit nor deny the allegations of the Complaint (except as to jurisdiction and venue) or the Findings of Fact and Conclusions of Law contained in this Consent Order.

2. Affirms that he, both individually and as the authorized representative of Jedlicki, Inc., has agreed to this 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 person, to induce consent to this Order, other than as set forth specifically herein;

3. Admits that this Court has jurisdiction over him and Jedlicki, Inc. and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002);

4. Admits that venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002);

5. Waives:

(a) all claims that he and Jedlicki, Inc. may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000);

(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 Order;

6. Consents 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;

7. Agrees that neither he nor Jedlicki, Inc., nor their agents, employees or representatives acting under their respective control shall take any action or make any public statement denying, directly or indirectly, any allegations in the Complaint or creating or tending to create the impression that the Complaint is without factual basis; provided, however, that nothing in this provision shall affect his: i) testimonial obligations, or ii) right to take legal positions in other proceedings to which the Commission is not a party. The Defendant and Relief Defendant will undertake all steps to assure that all of their agents, employees and representatives understand and comply with this Order.

8. Agrees and intends that the allegations of the Complaint and all of the Findings of Fact made by this Court and contained in Part III of this Order shall be taken as true and correct and be given preclusive effect, without further proof, in the course of any subsequent bankruptcy proceeding filed by, on behalf of, or against the Defendant or Relief Defendant, or any proceeding to enforce this Order, or any other proceeding relating to the fitness of the Defendant or Relief Defendant to act in various capacities governed by the Act. The Defendant and Relief Defendant shall provide immediate notice of any bankruptcy filed by, on behalf of, or against the Defendant or Relief Defendant in the manner required by Part VI, paragraph 47 of this Order. No provision of this Order shall in any way limit or impair the ability of any person to seek any

legal or equitable remedy against the Defendant or Relief Defendant or any other person in any other proceeding.

III.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. FINDINGS OF FACT

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 directs the entry of the Findings of Facts and Conclusions of Law and a permanent injunction and equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002), as set forth herein.

a. The Parties

9. **Plaintiff Commodity Futures Trading Commission** is an independent federal regulatory agency charged with administering and enforcing the provisions of the CEA, 7 U.S.C. §§ 1 *et seq.* (2002) and the Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2004).

10. **Defendant Jeffery Paul Jedlicki** is an individual who currently resides in Spain and who has used the U.S. address: 19616 Dinner Key Drive, Boca Raton, Florida 33498. Jedlicki was registered with the Commission as an associated person of various introducing brokers from 1996 to 2005. In July 2003, the National Futures Association ("NFA") fined Jedlicki \$30,000 for failing to uphold high standards of commercial honor and just and equitable principles of trade, in violation of NFA Compliance Rule 2-4. Jedlicki is a defendant in *CFTC v. World Market Advisors, et al.*, Case No. 05-60928 Altonaga/Turnoff, pending in the United States District Court for the Southern District of Florida.

11. **Relief Defendant Jeffery Jedlicki, Inc.** is a Florida corporation with a principal address at 19616 Dinner Key Drive, Boca Raton, Florida 33498. Jeffrey Paul Jedlicki is listed as

the president of Jeffery Jedlicki, Inc. Jeffery Jedlicki, Inc. has never been registered with the Commission in any capacity.

b. The Scheme - The Berkshire Common Enterprise

12. Defendants Harrington Advisory Services SL a.k.a. Harrington Group, Inc. (“Harrington”), International Berkshire Group Holdings, Inc., Berkshire International, LLC a.k.a. Berkshire International Group, Inc., Berkshire International Holdings, LLC, Berkshire International Holdings Group, LLC, Richmond Royce Advisory Services, SLU a.k.a. Richmond Royce International Group, Ltd, International IMS Group Holdings, Inc., a.k.a. IMS Holdings Inc., a.k.a. IMS Group Holdings, Inc., IMS Holdings, LLC, Stratford Advisory Services and Oakmont International LLC, operating as a common enterprise (collectively the “Common Enterprise”), and telemarketer Jedlicki began operations on or about July 2003, ostensibly providing advice to customers wishing to trade in the currency markets or in options on the currency markets.

13. Harrington established a website, www.harringtonfx.com, that represented to customers: “[w]ith every tick of the clock, fortunes are made and lost. In the Foreign Exchange market (sic), where bulls and bears have little or no role, a timely decision can spell success.” The website further represented that Harrington has the “expertise and resources” to guide customers to success in the foreign exchange markets.

14. According to the Harrington website, Berkshire International, LLC was the clearing firm for foreign exchange options that was to hold the customer accounts and funds. Harrington included Berkshire International, LLC account opening documents on its website. These account opening documents instructed customers to send money to a Wachovia bank

account in the name of Berkshire International Group, Inc., an apparent “d/b/a” of Berkshire International, LLC.

15. There were four “Berkshire” entities: International Berkshire Group Holdings, Inc., Berkshire International, LLC also known as Berkshire International Group, Inc., Berkshire International Holdings, LLC, and Berkshire International Holdings Group, LLC (collectively the “Berkshire companies”). Berkshire International, LLC maintained a website, www.berkshirefx.net, and accepted funds from customers solicited by, among others, Harrington. Harrington introduced its customers only to Berkshire International, LLC.

16. Instead of executing forex options transactions, the Berkshire companies misappropriated customer funds. From July 2003 to March 2004, Berkshire International, LLC received over \$1.48 million in customer deposits in a Bank of America account. From December 2003 to March 2004, Berkshire International, LLC transferred funds in excess of \$1.45 million from the Bank of America account to the bank account of Berkshire International Group, Inc. at First International Bank of Curacao in the Netherlands Antilles. The Bank of America’s Berkshire International, LLC account refunded funds to customers in the amount of approximately \$45,000.

17. From August 2003 and November 2003, Berkshire International, LLC received customer deposits of over \$3.2 million in an account at Wachovia Bank (“Wachovia”) in Florida. Of the \$3.2 million, approximately \$1.35 million was transferred to an account titled “IHC” at the Bank of Nevis International and approximately \$542,000 was transferred to an account titled Berkshire International Group, Inc. at First International Bank of Curacao in the Netherlands Antilles. Of the \$3.2 million, approximately \$1.2 million was transferred to a Berkshire International, LLC “operating account” at Wachovia (“Wachovia Operating Account”). The

Wachovia Operating Account transferred approximately \$243,000 offshore to the Berkshire International Group, Inc. account at First International Bank of Curacao in the Netherlands Antilles. The remainder of the funds in the Wachovia Operating Account were used for payroll expenses, various operating expenses and payments to relief defendants, as follows: Briscoe and Associates - \$7,975; FED and Associates - \$155,000, Geraud Enterprises, Inc. - \$49,100, Jedlicki, Inc. - \$89,000. Combined refunds to customers from these Berkshire International accounts at Wachovia totaled \$30,800. Jedlicki, Inc. ultimately received additional ill-gotten gains from multiple Common Enterprise accounts, totaling \$347,586.76. There is no evidence that Jedlicki, Inc. provided any legitimate goods or services in return for said payments.

18. In addition, there existed an account at Wachovia in the name of International Berkshire Group Holdings, Inc. ("IBGH"). From March 2004 through July 2004, the IBGH account received over \$813,000 in customer deposits. During the same time period, IBGH transferred over \$762,000 to the bank account of Berkshire International Group, Inc. at First International Bank of Curacao in the Netherlands Antilles. The IBGH Wachovia account paid back customers approximately \$43,000. Many customers were paid refunds out of this account even though their initial deposits were with other banks with other account names. For example, one customer opened his account with Berkshire International, LLC and wired \$13,000 into Berkshire International, LLC's Bank of America account on February 17, 2004. However, when he closed his account in April 2004, he received a check in the amount of \$3,036 from the Wachovia account of IBGH.

19. Once Harrington received interest from a customer, telemarketers contacted the customer to solicit them to invest funds in options on foreign currency. The telemarketers then pressured the customers into purchasing these options by misrepresenting certain facts, such as

that “the market is moving fast” and the customer had to purchase options immediately in order to cash in on an opportunity for large profit. As discussed below, because the evidence demonstrates that no trading activity actually took place, these claims were necessarily fraudulent. Then the telemarketers attempted to “reload” the accounts by pressuring customers to send more money in order to recoup the losses in the account.

20. Jedlicki was one of the main telemarketers engaged in fraudulent solicitations and high-pressure sales tactics on behalf of Harrington. John Carlisle (“Carlisle”), a customer known to Jedlicki from a previous telemarketing operation, was the subject of one of Jedlicki’s solicitations, and eventually Jedlicki accepted orders for the purchase of foreign currency options contracts on Carlisle’s behalf. During the course of these conversations, Jedlicki promised Carlisle that he would make over a million euros if he invested with Berkshire International, LLC.

21. In addition, Jedlicki falsely and deceptively advised Carlisle that Berkshire International, LLC was the same company as billionaire investor Warren Buffet’s Berkshire Hathaway. Jedlicki also stated that he was a very successful trader who had a long term relationships with other customers for whom he managed accounts of over \$1 million. Based on the previous schemes with which Jedlicki has been associated, such as those at issue in *CFTC v. World Market Advisors, Inc., et al.*, 2005 WL 3741508 (S.D. Fla. June 9, 2005), *Plank v. Jedlicki, et al.*, CFTC Docket No. 98-R035, 1998 WL 754633 (CFTC Oct. 28, 1998), *Bradley v. Cromwell Financial Services Inc., et al.*, CFTC Docket No. 00-R69, 2001 WL 15905 (CFTC Jan. 4, 2001), and *Foytek v. Jedlicki, et al.*, CFTC Docket No. 98-R125, 1999 WL 516249 (CFTC July 20, 1999), and the misappropriation of customer funds in this case, Jedlicki’s representations were false and were made with knowledge of their falsity or were reckless.

22. After Jedlicki told Carlisle that he had had accepted and placed orders from Carlisle for the purported purchase of forex options contracts, but before Carlisle had wired funds, Carlisle's positions purportedly turned profitable. Carlisle attempted to liquidate his positions and reap the profit. However, Jedlicki refused, falsely advising Carlisle that liquidating the position would be illegal "air trading" and subject to Commission or NFA enforcement actions. Jedlicki fraudulently deceived Carlisle into not liquidating his purported positions by threatening that he would go to jail if convicted of "air trading." Jedlicki convinced Carlisle to "purchase" over \$472,241 worth of options, resulting in net losses for Carlisle of more than \$379,000.

23. Jedlicki and Harrington also engaged in other fraudulent acts. Jedlicki promised customers that they would make enormous profits with little risk by trading foreign currency options. Jedlicki knew that his claims regarding profitability and trading were both false. With regard to the misleading profit potential claims, he knew these were false given the fact that no Harrington customer earned the type of returns he promised. Jedlicki also knew that no trading was actually taking place. After agreeing to purchase the options and sending funds, customers were unable to liquidate their "trades" because proposed defendants were not placing any trades that could be liquidated. The funds were transferred offshore and diverted for other purposes.

B. CONCLUSIONS OF LAW

a. Jurisdiction and Venue

24. This Court has subject matter jurisdiction over this action and the allegations in the Complaint pursuant to Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2002).

25. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1(e) (2002), because Defendant and Relief Defendant transacted business in the Southern

District of Florida.

b. Jedlicki Violated the Anti-fraud Provisions of Section 4c(b) of the Act and Regulations 1.1(b) and 32.9

1. Jedlicki Committed Fraud By Misappropriation

26. Misappropriation of customer funds violates the antifraud provision of the Act as well as Commission Regulations. *See CFTC v. Skorupskas*, 605 F. Supp. 923, 932 (E.D. Mich. 1985) (commodity pool operator's disbursing of investor funds to other investors, herself and her family violated Section 4b of the Act). *See also CFTC v. Morse*, 762 F. 2d 60, 62 (8th Cir. 1985) (defendant's use of customer funds for personal use violated Section 4b of the Act); and *In re Slusser*, [1998-1999 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶27,701 at 48,315 (CFTC July 19, 1999) (respondents violated Section 4b of the Act by surreptitiously retaining money in their own bank accounts that should have been traded on behalf of the investors), *aff'd in relevant part and rev'd in part sub nom., Slusser v. CFTC*, 210 F. 3d 783 (7th Cir. 2000); and *In re Staryk*, [1994-1996 Transfer Binder] Comm Fut. L. Rep. (CCH) ¶ 26,701, at 43,923-24 (CFTC June 5, 1996), *aff'd in rel. part*, [1998-1999 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 27,515 at 47,374 (CFTC Dec. 4, 1998) (outlining requirements for options fraud under Section 4c(b) of the Act and noting parallels between applicable Commission Regulation and Section 4b(a) of the Act).

27. The Defendant, in or in connection with the offer to enter into, the entry into, the confirmation of, the execution of, or the maintenance of commodity option transactions, cheated, defrauded, or deceived, or attempted to cheat, defraud or deceive, other persons, by misappropriating customer funds and by making false, deceptive or misleading representations of material facts and by failing to disclose material facts necessary to make

other facts they disclosed not misleading, all in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) and Regulations 1.1(b), and 32.9, 17 C.F.R. §§ 1.1(b), and 32.9.

2. Jedlicki Committed Sales Solicitation Fraud

28. Jedlicki also defrauded prospective and actual customers by making various misrepresentations and omissions. In order to establish liability for fraud for misrepresentations and omissions, the Commission has the burden of proving three elements: (1) the making of a misrepresentation, misleading statement, or a deceptive omission; (2) scienter; and (3) materiality. *CFTC v. R. J. Fitzgerald*, 310 F. 3d 1321, 1328 (11th Cir. 2002); *see also Hammond v. Smith Barney Harris Upham & Co.*, [1987-1990 Transfer Binder] Comm. Fut. L. Rep. (CCH) ¶ 24,617 (CFTC Mar.1, 1990). As set forth below, these requirements are fully satisfied in the case at hand.

29. Whether a misrepresentation has been made depends on the “overall message” of the communication and the “common understanding of the information conveyed.” *R. J. Fitzgerald*, 310 F.3d at 1328; *Hammond*, ¶ 24,617 at 36,675 & n.12. Scienter has been found when representations are made intentionally or with a reckless disregard for the truth. *In re Slusser*, ¶ 27,701 at 48. A fact is material if a reasonable person would view the information as important in making a trading decision – in other words, as including facts significantly altering the total mix of information already in his possession. *R. J. Fitzgerald*, 310 F. 3d at 1328. Such actionable misrepresentations include those made to customers when soliciting their funds. *CFTC v. Rosenberg*, 85 F.Supp.2d 424, 447-448 (D.N.J. 2000); *Saxe v. E. F. Hutton & Co., Inc.*, 789 F. 2d 105, 110-111 (2d Cir. 1986); *Hirk v. Agri-Research Council Inc.*, 561 F. 2d 96, 103-104 (7th Cir. 1977).

30. Jedlicki made material misrepresentations to customers when he promised customers that they would make enormous profits with little risk by trading foreign currency options. After agreeing to purchase the options and sending funds, customers were unable to liquidate their "trades" because no trades were placed that could be liquidated. The funds were transferred offshore and diverted for other purposes. Further, Jedlicki misled customers by implying a relationship between Berkshire International, LLC and Berkshire Hathaway, a completely unrelated entity owned by Warren Buffet and others. Jedlicki either knew his representations were misleading or was reckless in making them. First with regard to the misleading profit potential claims, he knew these were false given the fact that no Harrington customer earned the type of returns he promised. With regard to the claim that Berkshire International, LLC was related to Berkshire Hathaway, Jedlicki knew that this claim was false because he was receiving funds from Berkshire International, LLC, not Berkshire Hathaway. In a similar manner, by failing to disclose the fact that the entire enterprise was simply a scheme designed to cheat customers, he omitted a material fact. *See Waters v. Int'l Precious Metals*, 172 F.R.D. 479, 488-90 (S.D. Fla. 1996).

31. Each misrepresentation, omission, actual or attempted act to cheat, defraud, or deceive is a separate and distinct violation by the Defendant of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2004).

IV.
ORDER FOR EQUITABLE RELIEF

IT IS HEREBY ORDERED that:

32. Jedlicki is permanently restrained, enjoined, and prohibited from, directly or indirectly, cheating or defrauding or attempting to cheat or defraud other persons and willfully deceiving or attempting to deceive other persons by making false, deceptive or misleading representations of material facts, by failing to disclose material facts, and by misappropriating customer funds in or in connection with orders to make, or the making of, contracts of sale of any option on commodities for future delivery, made or to be made for or on behalf of any other person in violation of violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2004).

33. Jedlicki is permanently restrained, enjoined, and prohibited, directly or indirectly, from engaging in any activity relating to trading in any commodity, as that term is defined in Section 1a(4) of the Act, 7 U.S.C. § 1a(4) (2004), including but not limited to, soliciting, accepting or receiving funds, revenue or other property from any person, giving advice for compensation, or soliciting prospective customers, related to the purchase and sale of any commodity futures or options on commodity futures contracts;

34. Jedlicki shall cooperate fully with the Commission by providing documentary and witness evidence and information, in this case and related matters; provided, however that this provision shall not preclude Jedlicki from asserting any and all constitutional privileges he may have in response to any such request for cooperation.

35. The injunctive provisions of this Order shall be binding upon Jedlicki and any person insofar as he or she is acting in the capacity of officer, agent, servant, or attorney of

Jedlicki and any person who receives actual notice of this Order by personal service or otherwise insofar as he or she is acting in active concert or participation with Jedlicki, as provided in Fed. R. Civ. P. 65(d).

V.

RESTITUTION, DISGORGEMENT, AND CIVIL MONETARY PENALTY

IT IS FURTHER ORDERED THAT:

36. The Defendant and Relief Defendant shall comply fully with the following terms, conditions and obligations relating to the payment of restitution, the payment of a civil monetary penalty, and the payment of disgorgement. The equitable relief provisions of this Consent Order shall be binding upon the Defendant and Relief Defendant and any person who is acting in the capacity of officer, agent, employee, servant, or attorney of the Defendant and/or Relief Defendant, and any person acting in active concert or participation with the Defendant and/or relief Defendant and those equitable relief provisions that relate to restitution shall be binding on any financial institutions listed herein or holding frozen funds or assets of the Defendant and/or Relief Defendant, who receives actual notice of this Consent Order by personal service or otherwise.

A. RESTITUTION AND DISGORGEMENT

37. Jedlicki shall make restitution in the amount of \$405,682.04, plus post-judgment interest. Restitution shall be paid within ten (10) days of entry of this Order. The amount of restitution assessed against Jedlicki represents the amount of funds solicited by Jedlicki from customers of Harrington and the Berkshire companies.

38. Jeffrey Jedlicki, Inc. shall disgorge \$347,586.76, plus post-judgment interest (the "Disgorgement Amount"). Disgorgement shall be made within ten (10) days from the date of

this Order.. The Commission may enforce the Court's judgment for disgorgement and interest through all collection procedures authorized by law, at any time after ten days following entry of this Order. Any funds Relief Defendant Jedlicki, Inc. disgorges shall reduce and offset the Defendant Jeffrey Jedlicki's restitution obligation imposed by this Order.

39. Post-judgment interest on Jedlicki's restitution obligation and Jeffrey Jedlicki, Inc.'s disgorgement obligation shall accrue beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961.

40. Appointment of Monitor: To effect payment by Defendant and Relief Defendant and distribution of restitution and disgorgement to Defendant's customers, the Court appoints Daniel Driscoll of the NFA as Monitor ("Monitor"). The Monitor shall collect restitution and disgorgement payments from Defendant and Relief Defendant, compute pro rata allocations to injured customers and make distributions as set forth below. Because the Monitor is not being specially compensated for these services, and these services are outside the normal duties of the Monitor, he shall not be liable for any action or inaction arising from his appointment as Monitor, other than actions involving fraud.

41. Restitution and disgorgement payments under this Order shall be made to the NFA by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Jeffrey Paul Jedlicki Advisory Settlement Fund and sent to Daniel Driscoll, Monitor, National Futures Association, 200 W. Madison St., #1600, Chicago, IL 60606-3447 under a cover letter that identifies the paying defendant and the name and docket number of the proceeding. Defendant and/or Relief Defendant shall simultaneously transmit copies of the cover letter and the form of payment to the Director and the Office of

Cooperative Enforcement, Division of Enforcement, Commodity Futures Trading Commission, at the following address: Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581. The NFA shall oversee Defendant's restitution and the Relief Defendant's disgorgement obligation and shall make periodic distributions of funds to investors as appropriate. Based upon the amount of funds available, the NFA may defer distribution until such time as it deems appropriate. Restitution and disgorgement payments shall be made in an equitable fashion as determined by the NFA.

B. CIVIL MONETARY PENALTY

42. Good cause exists for the imposition of a civil monetary penalty ("CMP"), upon Jedlicki.

43. Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002), and Regulation 143.8(a)(1)(i), 17 C.F.R. § 143.8(a)(1)(i) (2004), this Court may impose an order directing each Defendant to pay a CMP, to be assessed by the Court, in amounts of not more than \$120,000 for each violation of the Act and Regulations described herein, or triple the monetary gain to the Defendant.

44. In determining the amount of the civil penalty to be paid by the Defendant, the Court has considered the egregiousness, duration and scope of the fraud and misappropriation. A proper showing having been made, Jedlicki shall be assessed a total CMP in the amount of \$405,682.04, plus post-judgment interest, the total amount of ill-gotten gain apportioned by the scope of the Defendant's respective roles in soliciting for Harrington and the Berkshire companies.

45. Jedlicki shall pay the CMP within ten (10) days of the entry of this Order. Post-judgment interest shall accrue beginning on the date of entry of this Order and will be calculated

by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961. Jedlicki shall pay his entire restitution obligation before beginning payments towards his CMP obligation. Defendant shall pay the CMP by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made by other than electronic funds transfer, the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

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

If the payment is to be made by electronic funds transfer, contact Marie Bateman at 405-954-6569 for instructions. Defendant shall accompany the payment of the CMP with a cover letter that identifies him and the name and docket number of this proceeding. Defendant 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, N.W., Washington, D.C. 20581.

VI.

MISCELLANEOUS PROVISIONS

46. Notices: All notices required to be given by any provision in this 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

Timothy J. Mulreany
Division of Enforcement
Commodity Futures Trading
Commission
1155 21st Street N.W.
Washington, DC 20581

Notice to Defendant and Relief Defendant:

William Nortman, Esq.
Akerman Senterfitt
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229

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

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

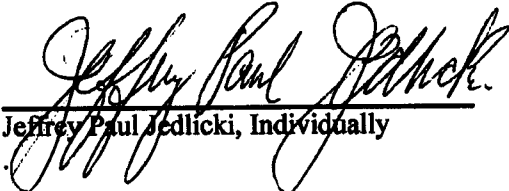
49. Waiver: The failure of any party hereto or of any customer at any time or times to require performance of any provision hereof shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Order. No waiver in one or more instances of the breach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

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

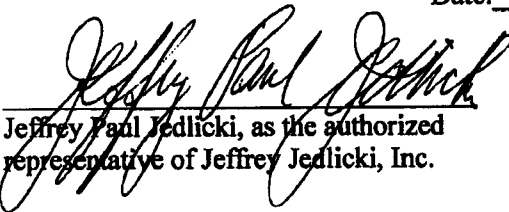
51. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this cause to assure compliance with this Order and for all other purposes related to this action.

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


CONSENTED TO AND APPROVED BY:


Jeffrey Paul Jedlicki, Individually

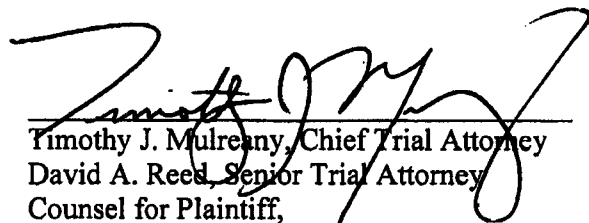
Date: 4/17/07


Jeffrey Paul Jedlicki, as the authorized representative of Jeffrey Jedlicki, Inc.

Date: 4/17/07

AS TO FORM (M)
Approved for Entry:

William Nortman, Esq.
Akerman Senterfitt
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229

Date: 4/19/07

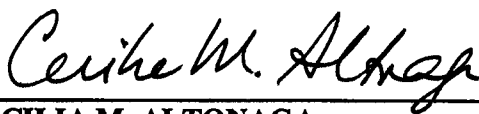


Timothy J. Mulreany, Chief Trial Attorney
David A. Reed, Senior Trial Attorney
Counsel for Plaintiff,
Commodity Futures Trading Commission

Date: 10-11-07

DONE AND ORDERED, in Chambers at Miami, Florida,

this 11 day of ~~September~~ ^{Oct.}, 2007.



CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

cc: Magistrate Judge William C. Turnoff
Counsel of Record