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 CENTRAL DISTRICT OF CALIFORNIA
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 U.S. COMMODITY FUTURES
 TRADING COMMISSION
 CLERK U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

13 Attorneys for Plaintiff, United States Commodity Futures Trading Commission
 14 UNITED STATES DISTRICT COURT
 15 CENTRAL DISTRICT OF CALIFORNIA
 16 WESTERN DIVISION
 17 APR 27 2007
 CLERK U.S. DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 DEPUTY

16 U.S. COMMODITY FUTURES)
 17 TRADING COMMISSION,)
 18 Plaintiff,)
 19 vs.)
 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,)
 26 Defendants; and)
 27 Moni Inc., a Nevada Corporation; Body)
 28 Blasters, a California Corporation; Ria)
 Corporation,)
 Relief Defendants.)

Case No. CV05 2660 CAS (JWJx)

Judge: Christina A. Snyder

(Proposed)

**CONSENT ORDER OF
 PERMANENT INJUNCTION
 AND OTHER EQUITABLE
 RELIEF AGAINST
 DEFENDANTS
 MONICA SCHIERA MAIN AND
 BRIAN MAIN**

TIME:
 DATE:
 PLACE:

No Hearing Required

148

1 **CONSENT ORDER OF PERMANENT INJUNCTION**
2 **AND OTHER ANCILLARY RELIEF AGAINST DEFENDANTS**
3 **MONICA SCHIERA MAIN AND BRIAN MAIN**

4 On, April 12, 2005, Plaintiff Commodity Futures Trading Commission
5 ("CFTC"), filed a Complaint against Monica Schiera Main ("Schiera Main"), her
6 husband, Brian Main ("Main"), and three entities they formed and have operated
7 as a common enterprise – Gemancer, Inc. ("Gemancer I"), Gemancer II, Inc.
8 ("Gemancer II"), and Trade Pro, Inc. ("Trade Pro") (all three, collectively,
9 "Gemancer Common Enterprise")-seeking injunctive and other equitable relief, as
10 well as the imposition of civil penalties, for violations of the Commodity
11 Exchange Act, as amended ("CEA"), 7 U.S.C. §§ 1 *et seq.* (2002) and the
12 Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2004).
13 The Complaint also named Moni, Inc. ("Moni"), Ria Riviera, Inc. ("Ria Riviera"),
14 Body Blasters, Inc. ("Body Blasters"), Success Direct, Inc. ("Success Direct"), and
15 Try Lynx, Inc. ("Tri Lynx") as Relief Defendants since they received funds or
16 otherwise benefited from funds that are allegedly directly traceable to the funds
17 obtained from Defendants through fraud. The Court entered an *ex parte* statutory
18 restraining order against Defendants and Relief Defendants on April 12, 2005 and
19 a Consent Order of Preliminary Injunction and Other Ancillary Relief against the
20 Defendants on April 22, 2005.

21
22 **I Consents And Agreements**

23 To effect settlement of the matters alleged in the Complaint against
24 Defendants Schiera Main and Main without a trial on the merits or any further
25 judicial proceedings, Defendants Schiera Main and Main:

26
27 1. Consent to the entry of this Consent Order of Permanent Injunction
28 and Other Equitable Relief ("Order").

1
2 2. Affirm that they have agreed to this Order voluntarily, and that no
3 promise or threat has been made by the Commission or any member, officer, agent
4 or representative thereof, or by any other person, to induce consent to this Order,
5 other than as set forth specifically herein.

6
7 3. Acknowledge service of the Summons and Complaint.

8
9 4. Admit jurisdiction of this Court over them, admit that the Court has
10 subject matter jurisdiction over this action, and admit that venue properly lies with
11 this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.

12
13 5. Waive:

14 (a) the entry of findings of fact and conclusions of law pursuant to
15 Rule 52 of the Federal Rules of Civil Procedure, except as set
16 forth below;

17 (b) all claims which they may possess under the Equal Access to
18 Justice Act, 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000),
19 relating to, or arising from, this action;

20 (c) any claim of double jeopardy based upon the institution of this
21 proceeding or the entry in this proceeding of any order imposing a
22 civil monetary penalty or any other relief; and

23 (d) all rights of appeal from this Order.

24
25 6. Neither admit nor deny the findings of facts and conclusions of law
26 stated herein. Defendants Schiera Main and Main consent to the use by the CFTC
27 of the findings herein in this proceeding and in any other proceeding brought by
28 the CFTC or to which the CFTC is a party. Schiera Main and Main do not consent

1 to the use of this Order, or the findings of fact or conclusions of law, as the sole
2 basis for any other proceeding brought by the CFTC, other than a proceeding in
3 bankruptcy relating to Schiera Main or Main, or to enforce the terms of this Order.
4 Solely with respect to any bankruptcy proceeding relating to Schiera Main or Main
5 or any proceeding to enforce this Order, Schiera Main and Main agree that the
6 allegations of the Complaint and the findings in this Order shall be taken as true
7 and correct and be given preclusive effect, without further proof. Furthermore,
8 Schiera Main and Main agree to provide immediate notice to this Court and the
9 CFTC by certified mail of any bankruptcy proceeding filed by, on behalf of, or
10 against Schiera Main or Main in the manner required by paragraph 7 of Section V
11 of this Order.

12

13 7. Agree that no provision of this Order shall in any way limit or impair
14 the ability of any person to seek any legal or equitable remedy against Defendants
15 Schiera Main or Main or any other person in any other proceeding, including any
16 current or subsequent bankruptcy.

17

18 8. Agree that neither they nor any of their agents or employees acting
19 under their authority or control shall take any action or make any public statement
20 denying, directly or indirectly, any allegation in the Complaint or findings or
21 conclusions in this Order, or creating, or tending to create, the impression that the
22 Complaint or this Order is without a factual basis; provided, however, that nothing
23 in this provision shall affect Defendants': i) testimonial obligations; or ii) right to
24 take legal positions in other proceedings to which the Commission is not a party.
25 Defendants Schiera Main and Main shall take all necessary steps to ensure that all
26 of their agents and employees understand and comply with this agreement.

27

28

1 bound packets of materials purporting to be manuals, "special reports," audiotapes,
2 videotapes, and newsletters, provide commodity futures and options trading advice
3 to clients and potential clients. Customers are solicited through mass mailings,
4 advertisements in industry magazines, an eBay store, and websites including
5 gemancer.com, commodityfortunes.com, tradeoftware.com, and
6 tradeofutures.com.

7 4. Trade Pro engaged in the business of advising others through its in-
8 person training seminars, subscription based newsletters and software as to the
9 value or the advisability of trading in commodity futures and options contracts.
10 The *Trade Pro* software is proprietary software which purports to identify specific
11 buy and sell patterns for predicting price movements in commodity futures
12 contracts and options contracts in order to provide the user with signals to buy and
13 sell. The Trade Pro in-person training seminars purport to teach the "Reverse
14 Market Timing System," a system to trade commodity futures contracts, and the
15 members only website provides commodity futures and options trading advice.

16 5. Defendant Gemancer II, Inc. is a Nevada corporation incorporated on
17 March 7, 2003 but currently is in default. Its principal place of business was the
18 same as Gemancer I. Gemancer II accepted deposits from clients for the purchase
19 of Gemancer I and Trade Pro commodity futures and options trading advisory
20 services. It has never been registered with the Commission in any capacity. Main
21 owns Gemancer II. Gemancer II appeared to be a sister company to Gemancer I.
22 Gemancer I client funds were deposited into Gemancer II's bank account.
23 Gemancer I and Trade Pro's employees and service providers were paid out of
24 both Gemancer I and Gemancer II bank accounts.

25 6. From the fall of 2001 to at least February 2004, Schiera Main signed
26 sales solicitation materials and advertisements for Gemancer I "Decoding" trading
27 strategies and Trade Pro software. She was initially listed as the president,
28 principal and 50% owner of Trade Pro. She was the sole signatory for the Trade

1 Pro Bank of America account. From the summer of 2002 to spring of 2004,
2 Schiera Main conducted seminars throughout the United States on commodity
3 futures trading. During the relevant time period, Schiera Main has held herself out
4 as a "millionaire" and successful commodity futures trader. Schiera Main trained,
5 hired and fired employees of Gemancer I and Trade Pro.

6 7. Defendant Main is listed as the president, secretary, and treasurer of
7 Gemancer I. Main is also listed as the vice president, second principal and 50%
8 owner of Trade Pro. Main has signatory authority over the Gemancer I and
9 Gemancer II bank accounts. In February 2004, Main testified at Schiera Main's
10 violation of supervised release hearing that he is the "owner" of Gemancer I and
11 Trade Pro. Defendant Main ran the Gemancer Common Enterprise while
12 Defendant Schiera Main was incarcerated from February 24, 2004 till March 4,
13 2005. His responsibilities included hiring employees. Main registered and operated
14 the websites that were used in the solicitation of clients. Main entered into
15 contracts on behalf of Gemancer I and Trade Pro with third-party providers,
16 including merchant account companies, fulfillment companies, and a software
17 company.

18 8. While acting as a CTA, the Gemancer Common Enterprise, through
19 Schiera Main and Main, made misrepresentations in the solicitation of potential
20 clients for the purchase of commodity futures and options trading advisory services
21 that generally fell into three areas: (1) fraudulently overstated the profit potential
22 and success of their trading systems and strategies; (2) misrepresented the risk
23 involved in trading commodity futures and options contracts; and (3)
24 misrepresented Schiera's net worth.

25 9. Since at least April 2002, the Gemancer Common Enterprise, through
26 Schiera Main and Main, made material misrepresentations to potential clients in
27 the promotion and marketing of their commodity futures and options trading
28 advisory services when it misrepresented the success of their trading systems by

1 making promises and guarantees of profits. Specifically, promotional materials
2 stated, among other things:

- 3 (a) Schiera Main has been "consistently profiting over 90% of [her]
4 trades" by following her trading strategies, and the Gemancer
5 "Decoding System" "...guarantees that 90% or more of your trades
6 will make you money..." (material in brackets added)
- 7 (b) the "Reverse Market Timing System" is a "profitable strategy"
- 8 (c) Trade Pro software has "dramatically increased [Schiera's] profit
9 percentage," and "Trade Pro [software] will give you the signals
10 you need to successfully trade the highly lucrative indices
11 [S&P500]." (material in brackets added)

12 10. There were no commodity futures trading accounts identified for
13 Gemancer I, Gemancer II, Trade Pro, or Brian Main at any registered futures
14 commission merchant. Beginning in November 2002, Schiera Main minimally
15 traded commodity futures contracts and had net losses in all three commodity
16 futures trading accounts that she has traded.

17 11. Since at least April 2002, the Gemancer Common Enterprise, through
18 Main and Schiera Main, made material misrepresentations as to Schiera Main's
19 success trading commodity futures and options contracts and claims about her net
20 worth. Specifically, the Gemancer I promotional materials used the title
21 "Millionaire" with Schiera Main's name, and claimed that over 90% of her trades
22 were consistently profitable, "pulling in millions of dollars to date" by utilizing her
23 trading strategies in the Gemancer I materials. In addition, the Trade Pro
24 solicitation materials claimed that Schiera Main utilized the Trade Pro software
25 resulting in a 114% profit "in 2 days with the S&P500."

26 12. Since at least April 2002, the Gemancer Common Enterprise, through
27 Main and Schiera Main, made material misrepresentations to clients and potential
28 clients in the promotion of their commodity futures and options trading advisory

1 services on the four websites and in promotional material as to the risks involved
2 in trading commodity futures and options contracts. Specifically, the materials
3 minimized the risks involved in trading commodity futures and options, making
4 claims such as, trading commodities "is not risky at all", "how to make thousands a
5 week trading options with almost no risk!", and the statement "although the results
6 of Trade Pro have been extremely effective and profitable," was added to a
7 purported risk disclosure, thus undermining the risk.

8 13. While acting as a CTA, the Gemancer Common Enterprise, through
9 Schiera Main and Main, omitted material facts in the solicitation of potential
10 clients for the purchase of commodity futures and options trading advisory
11 services. Specifically, the promotional materials omitted the fact that Schiera Main
12 has an unprofitable trading record and is a convicted felon.

13 14. Defendants Schiera Main and Main neither admit nor deny the
14 findings of facts.

15 **III. CONCLUSIONS OF LAW**

16 1. During the relevant time period, the Gemancer Common Enterprise
17 acted as a CTA in that, for compensation or profit, it engaged in the business of
18 advising others as to the value or the advisability of trading in commodity futures
19 and commodity options.

20 2. During the relevant time period, the Gemancer Common Enterprise
21 violated Section 4o(1) of the Act, 7 U.S.C. § 6o(1) and Regulation 4.41(a), 17
22 C.F.R. § 4.41(a) by: (1) using false and misleading promotional material, which
23 overstated the profit potential for the trading systems it was selling; (2) failing to
24 adequately warn of the risks inherent in trading commodity futures and commodity
25 options; (3) misrepresenting the level of risk inherent in trading commodity futures
26 and options contracts; and (4) failing to disclose material facts about Schiera
27 Main's past trading performance and history of fraudulent conduct.

28

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1 3. The Gemancer Common Enterprise, while acting as a CTA, presented
2 the performance of simulated and hypothetical commodity interest accounts
3 without prominently including the required disclosure, in violation of Section
4 4.41(b) of the Regulations, 17 C.F.R. § 4.41(b) (2005).

5 4. During the relevant time, Schiera Main and Main directly and
6 indirectly controlled the Gemancer Common Enterprise.

7 5. Schiera Main and Main directly induced the acts set out in paragraphs
8 8 through 13 which constitute violations of Sections 4o(1) of the Act, 7 U.S.C.,
9 § 6o(1) and Regulations 4.41(a) and (b) and failed to act in good faith by failing to
10 maintain a reasonably adequate system of control and supervision designed to
11 detect fraudulent sales solicitations and prevent the Gemancer Common Enterprise
12 from (1) using false and misleading promotional material, which overstated the
13 profit potential for the trading systems it was selling; (2) failing to adequately warn
14 of the risks inherent in trading commodity futures and commodity options; (3)
15 misrepresenting the level of risk inherent in trading commodity futures and options
16 contracts; and (4) failing to disclose material facts about Schiera Main's past
17 trading performance and history of fraudulent conduct. Therefore, pursuant to
18 Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2002), Schiera Main and Main are
19 liable for the violations of the Gemancer Common Enterprise.

20 6. Defendants Schiera Main and Main neither admit nor deny the
21 conclusions of law.

22
23 **IV. ORDER FOR PERMANENT INJUNCTION**

24 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

25 1. Defendants Schiera Main and Main, and all persons insofar as they are
26 acting in the capacity of their agents, servants, employees, successors, assigns, and
27 attorneys and all persons insofar as they are acting in active concert or participation
28 with them who receive actual notice of such order by personal service or

1 otherwise, are permanently restrained, enjoined and prohibited from directly or
2 indirectly:

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

Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if 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 performance results that were based, in whole or in part, on hypothetical trading results.

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- 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.

V. ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT:

18 1. Civil Monetary Penalty for Defendant Monica Schiera Main: Upon
19 entry of this Order, Defendant Schiera Main is liable for and judgment is entered
20 against her in the amount of \$1,290,000 (\$1.29 million) as a civil monetary
21 penalty. Defendant Schiera Main shall pay this penalty by making electronic funds
22 transfer, U.S. postal money order, certified check, bank cashier's check, or bank
23 money order made payable to the Commodity Futures Trading Commission and
24 sent to the address below:

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

RECEIVED

1 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-
2 6569 for instructions. Schiera Main shall accompany payment of the penalty with a
3 cover letter that identifies the defendant, and the name and docket number of this
4 proceeding. Schicra Main shall simultaneously transmit a copy of the cover letter
5 and the form of payment to:

6 Office of Cooperative Enforcement
7 Division of Enforcement
8 Commodity Futures Trading Commission
9 Three Lafayette Centre
10 1155 21st Street, NW
11 Washington, DC 20581

11 2. Civil Monetary Penalty for Defendant Brian Main: Upon entry of this
12 Order, Defendant Main is liable for and judgment is entered against him in the
13 amount of \$120,000, plus the amount of money currently frozen, described below
14 in paragraph 3, for a total amount of approximately \$207,772 as a civil monetary
15 penalty. Defendant Main shall pay this penalty by making electronic funds
16 transfer, U.S. postal money order, certified check, bank cashier's check, or bank
17 money order made payable to the Commodity Futures Trading Commission and
18 sent to the address below:

19 Commodity Futures Trading Commission
20 Division of Enforcement
21 ATTN: Marie Batement - AMZ-300
22 DOT/FAA/MMAC
23 6500 S. Macarthur Blvd.
24 Oklahoma City, OK 73169

25 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-
26 6569 for instructions. Main shall accompany payment of the penalty with a cover
27 letter that identifies the defendant, and the name and docket number of this
28

SCANNED

1 proceeding. Main shall simultaneously transmit a copy of the cover letter and the
2 form of payment to:

3 Office of Cooperative Enforcement
4 Division of Enforcement
5 Commodity Futures Trading Commission
6 Three Lafayette Centre
7 1155 21st Street, NW
8 Washington, DC 20581

9 3. Freeze Orders Dissolved: All prior freeze orders are dissolved and all
10 frozen funds shall be transferred to the Commodity Futures Trading Commission
11 attributable to Brian Main's Civil Monetary Penalty. Specifically, the following
12 funds shall be transferred to the CFTC:

13 Account	14 Amount Frozen
15 Bank of America Gemancer I 16 Account No. ending in 9662	\$ 4,998.00
17 CardService Int'l Gemancer I 18 Merchant Account No. ending in 2270	\$ 48,007.00
19 Optimal Payments, Int'l Gemancer I 20 Merchant Account No. ending in 1999	\$ 23,007.45
21 Optimal Payments, Int'l Trade Pro 22 Merchant Account No. ending in 9780	\$ 11,760.00
23 Total Amount To Be Transferred to the CFTC	\$87,772.45

24 **IT IS HEREBY FURTHER ORDERED** that, within ten (10) days of the
25 date of this Order, Defendants Schiera Main and Main shall execute any
26 documents necessary to release all funds in the accounts that she or he has in the
27 above listed repository, bank, investment or other financial institution in order to
28 make partial or total payment towards Main's Civil Monetary Penalty, and shall
ensure the transfer of all of the above funds within ten (10) business days of the
entry of this Order 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:

SCANNED

1 Commodity Futures Trading Commission
2 Division of Enforcement
3 ATTN: Marie Batement - AMZ-300
4 DOT/FAA/MMAC
5 6500 S. Macarthur Blvd.
6 Oklahoma City, OK 73169

6 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-
7 6569 for instructions. Schiera Main and Main shall accompany payment of the
8 penalty with a cover letter that identifies the defendants, and the name and docket
9 number of this proceeding. Schiera Main and Main shall simultaneously transmit a
10 copy of the cover letter and the form of payment to:

11 Office of Cooperative Enforcement
12 Division of Enforcement
13 Commodity Futures Trading Commission
14 Three Lafayette Centre
15 1155 21st Street, NW
16 Washington, DC 20581.

16 4. Scope of Injunctive Relief: The injunctive provisions of this Order
17 shall be binding on Defendants Schiera Main and Main, upon any person insofar as
18 he or she is acting in the capacity of officer, agent, servant, employee or attorney
19 of Defendants Schiera Main and Main, and upon any person who receives actual
20 notice of this Order by personal service, facsimile or otherwise insofar as he or she
21 is acting in active concert or participation with Defendants Schiera Main and Main.

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

25 Notice to Commission:

26 Associate Director
27 Division of Enforcement - Central Region
28 Commodity Futures Trading Commission
525 West Monroe Street, Suite 1100
Chicago, Illinois 60661

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Notice to Defendants Schiera Main and Main:

Jonathan Schwartz
Law Offices of Jonathan Schwartz
4640 Admiralty Way #500
Marina del Rey, CA 90292
tel. 310-496-5770
fax 310-496-5771
e-mail: *nasdlaw@aol.com*

In the event that Defendants Schiera Main and Main change their residential or business telephone number(s) and/or address(es) at any time, they shall provide written notice of his or her new number(s) and/or address(es) to the Commission within twenty (20) calendar days thereof.

6. 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 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.

7. Waiver: The failure of any party hereto 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 construed as a further or continuing waiver of a breach of any other provision of this Order.

8. This Court shall retain jurisdiction of this action to assure compliance with this Consent Order and for all purposes related to this action.

1 IT IS SO ORDERED.

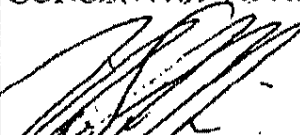
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3 DATED: April 26, 2006

Christina A. Snyder

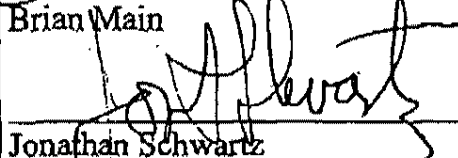
The Honorable Christina A. Snyder
UNITED STATES DISTRICT JUDGE

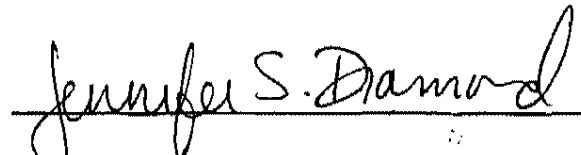
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7 Dated: 4/24/, 2006

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10 CONSENTED TO AND APPROVED BY:

11
12 
13 Monica Schiera Main

14 
15 Brian Main

16 
17 Jonathan Schwartz
18 Attorney for Defendants Monica Schiera
19 Main & Brian Main
20 4640 Admiralty Way #500
21 Marina del Rey, CA 90292
22 tel. 310-496-5770
23 fax 310-496-5771
24 e-mail: nasdlaw@aol.com

11
12 
13 Jennifer S. Diamond

Jennifer S. Diamond

Trial Attorney

One of the Attorneys for the Plaintiff

Commodity Futures Trading Commission

525 West Monroe Street, Suite 1100

Chicago, Illinois 60661

(312) 596-0549

(312) 596-0714 (facsimile)

jdiamond@cftc.gov

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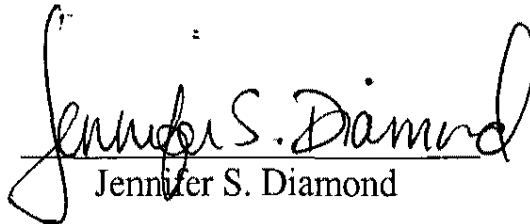
PROOF OF SERVICE

The undersigned, an attorney with the Commodity Futures Trading Commission, certify that I served true copies of the **(Proposed) Consent Order of Permanent Injunction and Other Ancillary Relief Against Defendants Monica Schiera Main and Brian Main** via Federal Express on April 24, 2007, to the following Service List:

Jonathan Schwartz
Law Offices of Jonathan Schwartz
4640 Admiralty Way #500
Marina del Rey, Ca. 90292
Attorney for Main and Schiera Main

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 24, 2007 at Chicago, Illinois.


Jennifer S. Diamond