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U.S. DISTRICT COURT

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DISTRICT OF UTAH

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**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH
CENTRAL DIVISION**

)	
)	
U.S. Commodity Futures)	Case No: 2:10-cv-01172-TS
Trading Commission,)	
Plaintiff,)	Judge: Judge Ted Stewart
)	
vs.)	DEFAULT
)	JUDGMENT ORDER OF
MXBK Group S.A. de C.V. and)	PERMANENT INJUNCTION AND
MBFX S.A.,)	OTHER ANCILLARY RELIEF
Defendants.)	AGAINST DEFENDANTS
)	
)	

INTRODUCTION

On December 1, 2010, Plaintiff Commodity Futures Trading Commission (“CFTC” or “Commission”) filed a Complaint for Injunctive and Other Equitable Relief and for Civil Monetary Penalties under the Commodity Exchange Act (“Complaint”) against Defendants MXBK Group S.A. de C.V. (“MXBK”) and MBFX S.A. (“MBFX”) seeking injunctive and other

equitable relief for violations of the Commodity Exchange Act (“Act”), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 (“CRA”)), § 13102, 122 Stat. 1651 (enacted June 18, 2008) and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Pub. L. No. 111-203 (“Dodd-Frank Act”), Title VII (the Wall Street Transparency and Accountability Act of 2010), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), 7 U.S.C. §§ 1 *et seq.*

More specifically, the Complaint alleges that Defendants MXBK, a Mexican financial services company, and its forex trading division, MBFX, accepted at least \$28 million from over 800 U.S. customers, including some customers residing within this District, for the purpose of trading leveraged or margined foreign currency (“forex”) transactions in pooled accounts on behalf of those customers. The Complaint further alleges that in connection with those forex transactions, Defendants posted false reports of favorable forex trading on the MXBK website and also provided their customers with false account statements.

On December 4, 2012, a Default Certificate was entered by the Clerk of the Court against both Defendants.

Plaintiff now has filed a Motion for a Default Judgment Order of Permanent Injunction and Other Ancillary Relief against the Defendants (“Motion for a Default Judgment”). The Court enters this Default Judgment Order of Permanent Injunction and Other Ancillary Relief against Defendants having considered the Plaintiff’s well-pled complaint and the declarations and attachments accompanying the Motion for a Default Judgment.

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Order and that there is no just reason for delay. The Court therefore directs the entry of the following Findings of Fact, Conclusions of Law, permanent injunction and equitable relief

pursuant to Section 6c of the Act, as amended, 7 U.S.C. § 13a-1 (Supp. IV 2011), as set forth herein.

THIS COURT HEREBY FINDS:

FINDINGS OF FACTS

A. Parties

1. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with the responsibility for administering and enforcing the provisions of the Act and the Commission Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2012).

2. Defendant **MXBK Group S.A. de C.V.**, formerly known as MexBank Group SA de CV (“MexBank”), is a private Mexican financial services holding company that represents that its offices are located at World Trade Center, Montecito 38, Piso 39 Ofic 34, Col. Napoles, C.P. 03810, Mexico, DF. Neither MXBK nor MexBank has ever been registered in any capacity with the Commission.

3. Defendant **MBFX S.A.** is a solely-owned forex division of MXBK. MBFX has never been registered in any capacity with the Commission.

4. MXBK and MBFX operate as a common enterprise. Prior to approximately September 2007, MXBK managed its forex account trading under its former name MexBank. Since approximately September 2007, MXBK has managed its forex account trading through Defendant MBFX S.A. However, both prior to and after September 2007, Defendants’ customers have been instructed to send their funds to bank accounts in the name of MexBank. Moreover, Defendants share common corporate officers and a common website.

B. The MXBK Forex Trading Enterprise

5. Defendants, through unnamed corporate officers, offer retail investors the opportunity to speculate in leveraged or margined forex transactions through apportioned interests in the forex trading accounts that Defendants manage. Until 2008, Defendants offered a single forex trading managed account. Beginning in at least 2008, Defendants offered retail customers the opportunity to speculate in forex through apportioned interests in any of four separate managed programs: Alfa 1, Dice 10, Delta 50 and Omega 100.

6. In their marketing materials, Defendants describe Alfa 1 as their “original managed account targeting maximum earnings of .9615% per week per 52-week year,” requiring a minimum investment of \$1,000; Dice 10 as a “High-Risk managed account” requiring a minimum investment of \$10,000; Delta 50 as a “fully automated managed account” traded in three-month cycles requiring a minimum investment of \$50,000; and Omega 100 as “our only Guaranteed Earnings and Full Principal Protected No-Risk managed account targeting conservative earnings,” providing 7.5% guaranteed annual earnings on a \$100,000 minimum investment.

7. At all relevant times, customers have entered into a Currency Exchange Agreement (“Agreement”) with Defendants. The terms of the Agreement were consistent throughout the relevant time. In particular, the Agreement provides, in part, that a customer is entitled to the first .9615% of weekly target gains set by Defendants on his or her apportioned account balance.

8. The Agreement further provides that “all combined open transactions at any one time shall not risk more than 20% of Customer’s balance.”

9. Defendants list the monthly trading results for their various forex trading programs on their website. Beginning in at least 2008, these programs were entitled Alpha 1, Delta 50, Dice 10 and Omega 100.

10. Defendants also have claimed on their website that their forex trading was managed through an entity named Value Asset Management AG (“VAM”). VAM holds itself out to be a Swiss asset management company. However, an officer of VAM has stated that VAM never traded forex on behalf of Defendants.

11. U.S. customers sign up to participate in the Defendants’ forex trading enterprise by completing forms electronically on the Defendants’ internet website. However, when completing their customer applications, U.S. customers are required to designate certain U.S. individuals or entities, sometimes called “resellers” or “introducers,” who in turn act as liaisons for U.S. customers with Defendants’ operations in Mexico. The resellers or introducers receive rebates described as “PIPs,” which are purportedly based upon the volume of trading:

12. Some U.S resellers or introducers have other individuals or entities “introducing” customers on their behalf and share their PIPs with these other individuals or entities in a pyramid-type structure.

C. Defendants’ Misrepresentations and False Statements to Customers

13. Defendants, through unnamed corporate officers, made numerous misrepresentations and false statements to their customers.

14. For the eleven months from June 2008 through April 2009, Defendants reported realized trading profits for nine of the months both on their website and in monthly statements made available electronically to their US customers even though overall they lost \$19.4 million. Moreover, while reporting profits for the following months, Defendants incurred the following approximate realized trading losses:

- | | | |
|----|----------------|------------------|
| a. | June 2008 | (\$131,000) |
| b. | July 2008 | (\$642,000) |
| c. | August 2008 | (\$11.3 million) |
| d. | September 2008 | (\$1.8 million) |

- e. October 2008 (\$4.1 million)
- f. February 2009 (\$858,000)

15. For the longer period of October 2005 through April 2009, Defendants lost approximately \$29 million trading forex.

16. Moreover, in December 2008, Defendants reported to their customers that they had incurred huge losses in November 2008 approximating 99% of customer account balances in the Alfa 1, Delta 50 and Dice 10 programs. Defendants subsequently provided periodic “updates” regarding the purported November 2008 losses. Some of these updates indicate that they were authored by Eduardo Trejo, Chairman, and others were authored by Juan Carlos Harris and Irvin Navarrete, both identified as “Lead Counsel.”

17. In one update, Defendants initially attributed the November losses to “unethical actions” involving increased margin requirements by their “liquidity providers.” In later updates, Defendants only identified a single liquidity provider, namely, Advanced Currency Markets (“ACM”), as responsible for the November 2008 losses through alleged “manipulation.”

18. ACM is an internet forex trading dealer located in Switzerland with which Defendants have traded forex on behalf of their customers. However, Defendants last traded with ACM in February 2008, and did not trade with ACM in November 2008. In November 2008, Defendants lost approximately \$493,000 trading with another internet forex dealer in the United Kingdom, which was less than 1% of their aggregate reported customer account balances. However, from May 2008 through October 2008, Defendants’ losses exceeded \$18.7 million trading with other forex dealers.

19. In their updates, Defendants have reported to their customers that they are pursuing legal remedies in Switzerland against ACM to recoup the losses purportedly incurred in

November 2008. Upon information and belief, Defendants apparently are pressing some type of legal claim against ACM in Switzerland.

20. However, as recently as April 2010, Defendants have refused to allow customers to withdraw any of their funds remaining from December 2008 or deposited during the period December 2008 through April 2009. In an update, dated April 9, 2010, Lead Counsel Navarrete claimed that due to the legal controversy with ACM, those funds, which are held in an unnamed bank, are still subject to a “hold” by a “MiFID” (*i.e.*, Markets in Financial Instruments Directive) regulator in Europe.

21. In fact, there is no such entity as a MiFID regulator in Europe. Moreover, the Swiss banking authority, FINMA, has advised the CFTC that there was never a freeze or hold on any funds deposited with ACM, only a temporary monitoring of ACM payouts exceeding \$1 million that began on April 16, 2009 and ended on July 29, 2009. FINMA further advised the CFTC that the temporary monitoring “was not related with any of the Mexbank trading with ACM and did not affect the accounts held by Mexbank with ACM.”

22. As of November 1, 2008, Defendants maintained at least 965 customer accounts and had collected at least \$28 million in customer funds.

D. The Nature of the Forex Transactions

23. Neither Defendants nor the purported counterparties to the forex transactions were financial institutions, registered broker dealers, insurance companies, financial holding companies, or investment bank holding companies or the associated persons of financial institutions, registered broker dealers, insurance companies, financial holding companies, or investment bank holding companies under Section 2(c)(2)(B)(i)(II) of the Act, as amended, 7 U.S.C. § 2(c)(2)(B)(i)(II) (Supp. II 2009).

24. Most of Defendants' customers were not "eligible contract participants" as that term is defined in Section 1a(18)(A)(xi) of the Act, as amended, 7 U.S.C. § 1a(18) (Supp. IV 2011)¹ (an "eligible contract participant," as relevant here, is an individual with total assets in excess of (i) \$10 million, or (ii) \$5 million and who enters the transaction "to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual").

25. The forex transactions engaged in by Defendants were entered into on a leveraged or margined basis. Defendants were required to provide only a percentage of the value of the forex contracts that they purchased.

26. Defendants' forex transactions neither resulted in delivery within two days nor created an enforceable obligation to deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these forex contracts remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so).

E. The Nature of Defendants' Unnamed Corporate Officers' Roles

27. The Defendants' unnamed corporate officers approved and authorized the dissemination to customers and prospective customers of information containing falsities through Defendants' marketing materials, Agreement, website, monthly statements and other reports and statements to customer, as set forth above in paragraphs 5 through 22.

28. The falsity of the information provided to Defendants' customers and prospective customers was so severe, the Defendants' unnamed corporate officers either knew of the falsity or acted with reckless disregard for the truth.

¹ Previously Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1a(12) (Supp. II 2009).

CONCLUSIONS OF LAW

A. Jurisdiction and Venue

28. Pursuant to Section 6c(a) of the Act, as amended, 7 U.S.C. § 13a-1(a) (Supp. IV 2011), this Court has jurisdiction over the parties and subject matter of this action and is authorized to issue preliminary relief against Defendants.

29. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, as amended, 7 U.S.C. § 13a-1(e) (Supp. IV 2011).

B. Defendants Violated Sections 4b(a)(2)(A) and (C) of the Act, as Amended

30. Regarding Defendants' retail forex transactions, Sections 4b(a)(2)(A) and (C) of the Act, as amended, 7 U.S.C. § 6b(a)(2)(A), (C) (Supp. II 2009),² made it unlawful for any person: (A) to cheat or defraud or attempt to cheat or defraud the other person; or (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for the other person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract.

31. Since June 18, 2008, Defendants, through their unnamed corporate officers, have cheated, defrauded or deceived or attempted to cheat, defraud or deceive customers and prospective customers by, among other things, misrepresenting: (a) their trading results on their website; (b) that VAM traded Defendants' forex accounts; (c) that they incurred trading losses of

² Amended by the Dodd-Frank Act and now codified at 7 U.S.C. § 6b(a)(2)(A), (C) (Supp. IV 2011).

99% in November 2008; and (d) that European regulators have placed a hold on certain customer funds.

32. Defendants' unnamed corporate officers intentionally or recklessly engaged in the acts and practices described in paragraph 31.

33. Defendants' unnamed corporate officers therefore violated Sections 4b(a)(2)(A) and (C) of the Act, as amended, 7 U.S.C. §§ 6b(a)(2)(A) and (C) (Supp. II 2009). Defendants are liable for their unnamed corporate officers' acts, omissions and failures in violation of the Act as described in this count, pursuant to Section 2(a)(1)(B) of the Act, as amended, 7 U.S.C. § 2(a)(1)(B) (2006), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2010).

C. Defendants Violated Section 4b(a)(2)(B) of the Act, as Amended

34. Regarding the Defendants' retail forex transactions, Sections 4b(a)(2)(B) of the Act, as amended, 7 U.S.C. §§ 6b(a)(2)(B) (Supp. II 2009),³ made it unlawful for any person: (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract.

35. Since June 18, 2008, Defendants, through unnamed corporate officers, have willfully made or caused to be made false reports or statements to their customers regarding the profitability of their accounts.

³ Amended by the Dodd-Frank Act and now codified as 7 U.S.C. § 6b(a)(2)(B) (Supp. IV 2011).

36. Defendants' unnamed corporate officers intentionally or recklessly engaged in the acts and practices described in paragraph 35.

37. Defendants' unnamed corporate officers therefore violated Section 4b(a)(2)(B) of the Act, as amended, 7 U.S.C. § 6b(a)(2)(B) (Supp. II 2009). Defendants are liable for their unnamed corporate officers' acts, omissions and failures in violation of the Act as described in this count, pursuant to Section 2(a)(1)(B) of the Act, as amended, 7 U.S.C. § 2(a)(1)(B) (2006), and Commission Regulation 1.2, 17 C.F.R. § 1.2 (2010).

PERMANENT INJUNCTIVE RELIEF GRANTED

IT IS HEREBY ORDERED THAT:

38. Defendants MXBK and MBFX are permanently enjoined and prohibited from directly or indirectly violating 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (Supp. IV 2011).

39. Defendants are further permanently enjoined and prohibited from:

A. trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, to be codified at 7 U.S.C. § 1a, 7 U.S.C. § 1a(40) (Supp. IV 2011) ;

B. entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Commission Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1) (2012)) ("commodity options"), security futures products, foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act as amended by the CRA, to be codified at 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) ("forex contracts") and/or swaps (as that term is defined in Section 1a(47) of the Act, as amended, and as further defined by Commission Regulation 1.3(xxx), 17 C.F.R. § 1.3(xxx)), for any personal or proprietary account or for any account in which they have a direct or indirect interest;

C. having any commodity futures, options on commodity futures, commodity options, forex contracts and/or swaps traded on their behalf;

D. controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, forex contracts and/or swaps;

E. soliciting, receiving or accepting any funds from any person for the purpose of

purchasing or selling any commodity futures, options on commodity futures, commodity options, forex contracts and/or swaps;

F. applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012); and

G. acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2012)), agent or any other officer or employee of any person registered, exempted from registration or required to be registered with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2012).

**RESTITUTION, CIVIL MONETARY PENALTY AND OTHER ANCILLARY
RELIEF**

IT IS FURTHER ORDERED THAT:

A. RESTITUTION

40. Defendants MXBK and MBFX shall jointly and severally pay restitution in the amount of twenty-eight million, nine hundred sixty-nine thousand, fifty-nine dollars and thirty-five cents (\$28,969,059.35) (“Restitution Obligation”), plus post-judgment interest. Post-judgment interest shall accrue on the remainder of the Restitution Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

41. To effect further payment of the Restitution Obligation and the distribution of any restitution payments to Defendants’ customers, the Court appoints the National Futures Association (“NFA”) as Monitor (“Monitor”). If any funds are recovered from Defendants by the Commission, the Monitor shall make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the NFA shall not be liable for any action or inaction arising from NFA’s appointment as Monitor, other than actions involving fraud.

42. Defendants shall make Restitution Obligation payments under this Consent Order to the Monitor in the name “MXBK/MBFX – Restitution Fund” and shall send such Restitution Obligation payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier’s, or bank money order, to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606 under cover letter that identifies the paying defendant and the name and docket number of this proceeding. Defendants shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581; and to Regional Counsel, Commodity Futures Trading Commission, 525 West Monroe Street, Chicago, Illinois, 60661.

43. The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Defendants’ customers identified by the CFTC or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Restitution Obligation payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a distribution to eligible customers is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the CFTC following the instructions for civil monetary penalty payments set forth in below.

44. Defendants shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendants’ customers to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Defendants shall execute any documents necessary to

release funds that they have in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.

45. If any disbursements are made, the Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Defendants' customers during the previous year. The Monitor shall transmit this report under a cover letter that identifies the name and docket number of this proceeding to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

46. The amounts payable to each customer shall not limit the ability of any customer to prove that a greater amount is owed from Defendants or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under state or common law.

47. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each customer of Defendants who suffered a loss is explicitly made an intended third-party beneficiary of this Consent Order and may seek to enforce obedience of this Consent Order to obtain satisfaction of any portion of the restitution that has not been paid by Defendants to ensure continued compliance with any provision of this Consent Order and to hold Defendants in contempt for any violations of any provision of this Consent Order.

48. To the extent that any funds accrue to the U.S. Treasury for satisfaction of Defendants' Restitution Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth above.

B. CIVIL MONETARY PENALTY

49. Defendants MXBK and MBFX shall jointly and severally pay a civil monetary penalty in the amount twenty-eight million, nine hundred sixty-nine thousand, fifty-nine dollars

and thirty-five cents (\$28,969,059.35) (“CMP Obligation”), plus post-judgment interest. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961 (2006).

50. Defendants shall pay their CMP Obligation 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 other than by electronic funds transfer, then 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: Accounts Receivables – AMZ 340
E-mail Box: 9-AMC-AMZ-AR-CFTC
DOT/FAA/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5644

If payment by electronic funds transfer is chosen, Defendants shall contact Linda Zurhorst or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Defendants shall accompany payment of the CMP Obligation with a cover letter that identifies Defendants and the name and docket number of this proceeding. Defendants shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581, and to Regional Counsel, Commodity Futures Trading Commission, 525 West Monroe Street, Chicago, Illinois 60661.

51. Partial Satisfaction: Any acceptance by the CFTC or the Monitor of partial payment of Defendants’ Restitution Obligation or CMP Obligation shall not be deemed a waiver

of their obligation to make further payments pursuant to this Consent Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

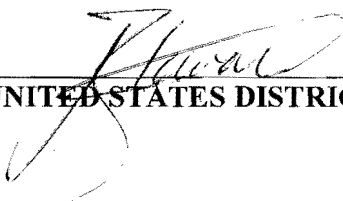
MISCELLANEOUS PROVISIONS

IT IS FURTHER ORDERED THAT:

52. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Default Judgment Order shall be binding upon Defendants, upon any person under their authority or control, and upon any person who receives actual notice of this Default Judgment Order, by personal service, e-mail, facsimile or otherwise insofar as he or she is acting in active concert or participation with Defendants.

53. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action in order to resolve reserved issues of restitution and civil monetary penalties, to implement and carry out the terms of this Default Judgment Order and any suitable application or motion for additional relief within the jurisdiction of the Court, and to assure compliance with this with this Default Judgment Order and for any other purpose relevant to this action.

DATED: 3/7/13


UNITED STATES DISTRICT JUDGE