

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

COMMODITY FUTURES TRADING)	
COMMISSION,)	
Plaintiff,)	
)	
v.)	11-cv-10949-MAG-MKM
)	Hon. Mark A. Goldsmith
ALAN JAMES WATSON, MICHAEL)	
POTTS and CASH FLOW FINANCIAL)	
LLC,)	
Defendants,)	
and)	
)	
THE JEDBURGH GROUP,)	
Relief Defendant)	
)	

**FINAL JUDGMENT AND ORDER OF PERMANENT INJUNCTION,
RESTITUTION AND CIVIL MONETARY PENALTIES AGAINST
DEFENDANT MICHAEL POTTS**

I. INTRODUCTION

On March 10, 2011, Plaintiff U.S. Commodity Futures Trading Commission (“Commission”) filed a six-count Complaint against Defendants Alan James Watson (“Watson”), Michael Potts (“Potts”), and Cash Flow Financial LLC (“CFF”) and Relief Defendant The Jedburgh Group (“Jedburgh”). Electronic Case File (“ECF”) 2. The Complaint seeks injunctive and equitable relief for violations of the Commodity Exchange Act (the “Act”), 7 U.S.C. §§ 1 *et seq.* (2006).

On July 2, 2012, the Commission filed its Motion for Summary Judgment Against Michael Potts (“Motion for Summary Judgment”) with respect to Counts Four and Five of the Complaint. ECF 63. Count Four alleges that Potts, while acting as an associated person of a commodity pool operator (“CPO”), committed fraud through material misrepresentations and omissions in violation of Section 4o(1)(B) of the Act, 7 U.S.C. §6o(1)(B) (2006). Count Five alleges that Potts failed to register as an associated person of a CPO in violation of Section 4k(2) of the Act, 7 U.S.C. §6k(2) (2006).

On October 24, 2012, the Court entered an Order requiring Potts to file an answer to the Commission’s Motion for Summary Judgment on or before Friday, November 9, 2012. ECF 71. Potts failed to answer the Motion for Summary Judgment. On November 19, 2012, the Court granted the Commission’s unopposed Motion for Summary Judgment and entered judgment against Potts (“SJ Order”). ECF 72. The Commission now submits this Final Judgment and Order of Permanent Injunction, Restitution, and Civil Monetary Penalties Against Defendant Michael Potts (“Final Judgment”).

II. FINDINGS AND CONCLUSIONS

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. In accordance with the Court's SJ Order, 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, 7 U.S.C. § 13a-1 (2006) as set forth herein.

A. Findings of Fact

1. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency that is charged by Congress with administering and enforcing the Act, 7 U.S.C. §§ 1 *et seq.* (2006), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2010) ("Regulations").

2. Defendant Potts is an individual who, at the time of the filing of the complaint, resided in Mountville, Pennsylvania.¹ Motion for Summary Judgment Against Michael S. Potts, Undisputed Statement of Facts, ECF 63-2 ("SJ Facts"), ¶3. Potts solicited investors for CFF and assisted Watson with the day to day operations of a commodity pool operated under the guise of CFF. SJ Facts ¶3.

¹ His last known residence was in Lancaster, PA.

Formation of the Pool

3. On or about January 28, 2004, Watson formed CFF as a Michigan limited liability company. SJ Facts ¶5.

4. By at least November 27, 2007, Watson and Potts began soliciting pool participants to participate in an “investment club” operated through CFF for the purpose of forming a commodity pool to be traded by a Florida-based entity called Trade LLC. SJ Facts ¶6.

5. Between November 27, 2007, and June 30, 2009 (the “relevant period”), CFF had more than 600 pool participants throughout the United States and received at least \$44 million in funds for trading and investment. SJ Facts ¶7.

6. Potts solicited participants for the CFF commodity pool. SJ Facts ¶8.

7. Potts solicited pool participants through instrumentalities of interstate commerce, including telephone lines, electronic mail and the Internet. SJ Facts ¶9.

8. Throughout the entire period when Potts solicited funds from pool participants, Potts did not register in any capacity with the Commission. SJ Facts ¶10.

9. The CFF Operating Agreement, which each pool participant signed and which sets forth the agreement between all CFF pool participants, states that Watson as CEO is granted:

the power and authority to open and manage one or more brokerage or investment accounts on behalf of CFF-LLC. Notwithstanding this power and authority, such brokerage or investment accounts will be managed in accordance with an investment strategy proposed by the CEO, and approved by two-thirds majority of the Members (“Investment Strategy”).

SJ Facts ¶11.

10. The “Investment Strategy” as agreed to by the pool participants and posted on the CFF website, www.cffclub.com, was to pool their funds to trade futures and equities on an intraday basis with the aid of a system developed by Trade LLC. SJ Facts ¶12.

11. Potts made false or misleading representations in his solicitations when he falsely claimed that all of the funds deposited into the CFF pool would be employed in trading and loan programs with Trade LLC, when they were not. SJ Facts ¶13.

Misappropriation

12. Of the more than \$44 million solicited, only \$8.1 million was deposited with Trade LLC, the Investment Strategy represented and agreed to by pool participants. SJ Facts ¶14.

13. Watson misappropriated CFF pool participant funds when he used pool participants' funds to pay principal and purported profit returns to existing pool participants in a manner typical of a Ponzi scheme. SJ Facts ¶15.

14. Contrary to representations made to pool participants, Watson deposited a portion of pool participants' funds into an account held in his own name at Alaron Trading Corporation (the "Alaron Account"). SJ Facts ¶16.

15. Watson also deposited a portion of pool participants' funds into an account held in his own name at TradeStation Securities (the "TradeStation Account"). SJ Facts ¶17.

16. Alaron and TradeStation are Futures Commission Merchants ("FCMs") registered with the CFTC. SJ Facts ¶18.

17. In these personal accounts, Watson traded commodity futures, specifically E-mini S&P 500 futures, with pool participant funds. SJ Facts ¶19.

18. Watson misappropriated pool participant funds by investing participant funds in a variety of unauthorized investment schemes, including, but not limited to, an investment of \$4,850,000 of CFF pool participant

funds in a “money leasing” scheme with Darlene Bishop and Paradize Funding Network in Texas. SJ Facts ¶20.

19. Potts participated in telephone calls and was aware that CFF funds were being misappropriated in connection with the Bishop/Paradize Funding Network money leasing scheme. SJ Facts ¶21.

20. Potts was aware that Watson had filed a civil action against Darlene Bishop. SJ Facts ¶22.

21. Potts failed to disclose to CFF pool participants that \$4,850,000 of CFF pool participant funds had been invested in a “money leasing” scheme with Darlene Bishop and Paradize Funding Network in Texas. SJ Facts ¶23.

22. In July 2008, Watson invested \$1 million of CFF pool participant funds in a California based scheme to invest in U.S. Treasury instruments with Blue Diamond Excavation, Olathe Mining Company and Sundial Investment Group LLC. SJ Facts ¶24.

23. Potts failed to disclose to CFF pool participants that \$1 million of CFF pool participant funds had been invested in a California based scheme to invest in U.S. Treasury instruments with Blue Diamond Excavation, Olathe Mining Company and Sundial Investment Group LLC. SJ Facts ¶25.

24. In September 2008, Watson invested \$650,000 of CFF pool participant funds in an Arizona based money leasing scheme operated by Charles Bruce Ferguson. SJ Facts ¶26.

25. Potts failed to disclose to CFF pool participants that \$650,000 of CFF pool participant funds had been invested in an Arizona based “money leasing” scheme operated by Charles Bruce Ferguson. SJ Facts ¶27.

26. In October 2008, Watson invested \$1 million of CFF pool participant funds in a California based money leasing scheme involving Soldado Corporation. SJ Facts ¶28.

27. Potts failed to disclose to CFF pool participants that \$1 million of CFF pool participant funds had been invested in a California based money leasing scheme involving Soldado Corporation. SJ Facts ¶29.

28. By at least June 2009, Watson invested approximately \$3 million of CFF pool participant funds with a group of individuals and entities including Jason Meyer, M5 Enterprises LLC, Royal Sovereign Group, and 3 Hooligans Investment Properties in connection with a “money leasing” program for the purpose of ultimately investing in U.S. Treasury instruments. SJ Facts ¶30.

29. Potts failed to disclose that approximately \$3 million of CFF pool participant funds had been invested with a group of individuals and

entities including Jason Meyer, M5 Enterprises LLC, Royal Sovereign Group, and 3 Hooligans Investment Properties in connection with a “money leasing” program for the purpose of ultimately investing in U.S. Treasury instruments. SJ Facts ¶31.

30. Watson misappropriated CFF pool participant funds when he used them for his own personal living expenses. SJ Facts ¶32.

31. Potts was aware of and communicated with Watson concerning his use of CFF pool participant funds for personal expenses. SJ Facts ¶33.

32. Watson and Potts represented to CFF pool participants that CFF’s operating expenses, commissions and fees, including commissions and fees to be paid to CFF “Executive Club Members” or “ECMs”, would be limited to no more than twenty (20) percent of profits generated from the CFF pool’s trading using the Trade LLC program. SJ Facts ¶34.

33. Although CFF received frequent wires from Trade LLC, at no point did CFF receive returns from Trade LLC in excess of its deposits sufficient to represent the 10% profits from CFF’s trading with Trade LLC reflected on CFF pool participants’ account statements. SJ Facts ¶35.

34. Watson misappropriated CFF pool participant funds when he paid expenses, commissions and fees to himself and others without regard to the profitability of CFF or CFF’s trading with Trade LLC. SJ Facts ¶36.

35. Potts made two deposits to the CFF pool totaling \$1,800. SJ Facts ¶37.

36. Potts received at least \$188,050.65 from CFF pool participant funds. SJ Facts ¶38.

37. The June 19, 2008 payment to Potts of \$1,869.78 appears to have been a return of Potts' purported investment. Therefore, Potts received a total of \$186,180.87 from CFF pool participant funds. SJ Facts ¶39.

Fraudulent Solicitations

38. Potts directly solicited pool participants through monthly conference calls and/or webinars occurring on the first Wednesday of each month beginning at least by May 2008. SJ Facts ¶40.

39. Potts directly solicited pool participants at an event held in Perrysburg, Ohio on or about September 5-6, 2008. SJ Facts ¶41.

40. Potts directly solicited pool participants at an open house hosted at Trade LLC's headquarters in Palm Beach Gardens, Florida, on March 28, 2009. SJ Facts ¶42.

41. The Trade LLC open house, during which Potts solicited pool participants, occurred more than two weeks after Watson stopped depositing funds with Trade LLC. SJ Facts ¶43.

42. Potts indirectly solicited pool participants through a series of ECMs, who acted under Potts' direction in identifying and soliciting new participants and were compensated in a manner similar to a multi-level marketing program. SJ Facts ¶44.

43. In all of the materials, e-mails, meetings, and webinars that Potts used to solicit pool participants, Potts falsely represented that all CFF pooled funds were being traded using the Trade LLC programs. SJ Facts ¶45.

44. Potts failed to disclose that Watson had begun investing CFF pool participant funds in a variety of unauthorized schemes other than Trade LLC as early as March 2008. SJ Facts ¶46.

45. Potts failed to disclose that none of the funds deposited into the CFF pool on or after March 12, 2009 were traded by Trade LLC and instead were used in unauthorized schemes or otherwise misappropriated. SJ Facts ¶47.

46. Notably, during the March 28, 2009 open house hosted at Trade LLC's headquarters in Palm Beach Gardens, Florida, Potts failed to disclose to prospective and current pool participants that CFF had stopped sending funds to Trade LLC two weeks earlier, or that Watson had previously filed a

lawsuit on behalf of CFF in an attempt to recover funds invested in an unauthorized scheme wholly unrelated to Trade LLC. SJ Facts ¶48.

47. Potts failed to disclose to pool participants that the CFF pool was losing money, both through Watson's unapproved investments and through Trade LLC. SJ Facts ¶49.

48. Potts failed to disclose to pool participants the fact that Watson was using pool participant funds for Watson's own personal use. SJ Facts ¶50.

49. Potts failed to disclose to pool participants that he had personally received fees and commissions in excess of the agreed upon 20% commission on pool participants' purported profits. SJ Facts ¶51.

50. Potts failed to disclose to pool participants that Watson was using pool participants' funds to pay principal and purported profit returns to existing pool participants in a manner typical of a Ponzi scheme. SJ Facts ¶52.

Fraudulent Account Statements

51. From at least November 27, 2007, when Watson began pooling CFF participant funds, until July 23, 2009, Watson issued monthly account statements to participants. SJ Facts ¶53.

52. Those statements falsely indicated that the pool participants were profiting at a rate of 10% per month as a result of participating in the Trade LLC Trading Program. SJ Facts ¶54.

53. Potts failed to disclaim the rates of return reported in these statements. SJ Facts ¶55.

54. In April and May 2010, Watson and Potts caused to be issued through the U.S. mail 2008 IRS Form Schedule K-1's to CFF pool participants reflecting profits on investment. SJ Facts ¶56.

55. In fact, CFF pool participants had not generated profits on their investment as indicated in the 2008 IRS Form Schedule K-1's, but instead had suffered substantial losses. SJ Facts ¶57

56. Potts assisted with or was principally responsible for the preparation of the false 2008 IRS Form Schedule K-1's. SJ Facts ¶58.

The Cover Up – Additional False Statements Defrauding Pool Participants

57. Throughout July 2009, many CFF pool participants requested withdrawals of their funds and/or profits. SJ Facts ¶59.

58. Watson deflected many of those requests, claiming that he was unable to access CFF accounts because he was traveling with his family and driving cross-country. SJ Facts ¶60.

59. During this same time period, however, Watson executed wire transactions transferring more than \$1.2 million out of the main CFF bank account to various sources, including transfers totaling \$5,852.81 to Potts. SJ Facts ¶61.

60. While Watson was away on vacation, Potts hosted the monthly meeting for pool participants and falsely represented that everything was going fine and CFF's trading, which was being conducted by Trade LLC, was successful. SJ Facts ¶62.

Victim Losses

61. In total, pool participants deposited \$44,425,966.96 with CFF for trading. SJ Facts ¶63.

62. \$7,810,622.29 was returned to CFF pool participants prior to the filing of the Commission's lawsuit. SJ Facts ¶64.

63. The total amount outstanding and owed to pool participants is \$36,615,344.67. SJ Facts ¶65.

B. Conclusions of Law

1. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), which provides that whenever it shall appear to the Commission that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any

provision of the Act or any rule, regulation, or order promulgated thereunder, the Commission may bring an action in the proper district court of the United States against such person to enjoin such act or practice, or to enforce compliance with the Act, or any rule, regulation or order thereunder.

2. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because the acts and practices in violation of the Act occurred within this District.

3. By the conduct described in Part II.A above, Potts cheated and defrauded, or attempted to cheat and defraud, and willfully deceived, or attempted to deceive, the CFF pool participants by, among other things, knowingly or recklessly making material misrepresentations and omitting material facts in violation of Section 4o(1)(B) of the Act, 7 U.S.C. §6o(1)(B)(2006).

4. By the conduct described in Part II.A above, Potts failed to register as an associated person of a CPO in violation of Section 4k(2) of the Act, 7 U.S.C. §6k(2) (2006).

5. Unless restrained and enjoined by this Court, Potts will likely continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices in violation of the Act.

III. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

1. Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), Potts is permanently restrained, enjoined and prohibited from directly or indirectly:

- a. Engaging in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant in violation of Section 4o(1)(B) of the Act, 7 U.S.C. § 6o(1)(B) (2012).
- b. Engaging in any transaction, practice, or course of business which violates Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012).

2. Pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), Potts is also permanently restrained, enjoined, and prohibited from directly or indirectly:

- a. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012).
- b. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3 (hh), 17 C.F.R. § 1.3(hh) (2015)) (“commodity options”), security futures products, swaps (as that

term is defined in Section 1a(47) of the Act, 7 U.S.C. § 1a(47) (2012)), and as further defined by Regulation 1.3(xxx), 17 C.F.R. § 1.3(xxx) (2015) (“swaps”), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i) (2012)) (“forex contracts”) for Potts’ own personal account or for any account in which Potts has a direct or indirect interest.

- c. Having any commodity futures, options on commodity futures, commodity options, security futures products, swaps, and/or forex contracts traded on his 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, security futures products, swaps, and/or forex contracts.
- 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, security futures products, swaps, and/or forex contracts.

- 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) (2015).
- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2015)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, 7 U.S.C. § 1a(38), 7 U.S.C. § 1a(38)) (2012)) 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) (2015).
- h. Engaging in any business activities related to commodity futures, options on commodity futures, commodity options, swaps, security futures products and/or forex products.

IV. RESTITUTION AND CIVIL MONETARY PENALTY

A. Restitution

- 1. Pursuant to the Motion for Summary Judgment and supporting memorandum, Potts shall pay restitution in the amount of thirty-six million six hundred fifteen thousand three hundred forty-four dollars and sixty-seven

cents (\$36,615,344.67) (“Restitution Obligation”), plus pre-judgment and post-judgment interest. ECF 63, §V.B. Post-judgment interest shall accrue beginning on the day of entry of this Final Judgment and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Final Judgment pursuant to 28 U.S.C. § 1961 (2012).

2. To effect payment of the Restitution Obligation and the distribution of any restitution payments to CFF pool participants, Potts shall pay the Restitution Obligation to the Receiver appointed by the Court in this matter, Philip S. Stenger, Stenger & Stenger, P.C., 2618 East Paris Avenue, S.E., Grand Rapids, MI 49546-2425 (“Receiver Stenger”).

3. Potts shall make Restitution Obligation payments under this Final Judgment to Receiver Stenger and shall send such Restitution Obligation payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier’s check, or bank money order, to Philip S. Stenger, Stenger & Stenger, P.C., 2618 East Paris Avenue, S.E., Grand Rapids, MI 49546-2425, under cover letter that identifies the paying Defendant and the name and docket number of this proceeding. Potts 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.

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

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

5. To the extent that any funds accrue to the U.S. Treasury as a result of Potts' Restitution Obligation, such funds shall be transferred to Receiver Stenger for disbursement in accordance with the procedures set forth above.

B. Disgorgement

1. Pursuant to the Motion for Summary Judgment and supporting memorandum, Potts shall disgorge one hundred eighty-six thousand, one hundred eighty dollars and eighty-seven cents (\$186,180.87). ECF 63,

§V.C. The disgorgement shall be paid to Receiver Stenger in the manner described for the Restitution Obligation.

C. Civil Monetary Penalty

1. Pursuant to the Motion for Summary Judgment and the supporting memorandum, Potts shall pay a civil monetary penalty in the amount of five hundred fifty-eight thousand, five hundred forty-two dollars and sixty-one cents (\$558,542.61), pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), and 17 C.F.R. §143.8(a)(1) (2010), (“CMP Obligation”), plus post-judgment interest. ECF 63, §V.D. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Final Judgment and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Final Judgment pursuant to 28 U.S.C. § 1961 (2015).

2. Potts shall pay his 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 by means 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, Potts shall contact Nikki Gibson or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Potts shall accompany payment of the CMP Obligation with a cover letter that identifies Defendant and the name and docket number of this proceeding. Defendant Potts 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.

D. Provisions Related to Monetary Sanctions

1. Partial Satisfaction: Any acceptance by the Commission or Receiver Stenger of partial payment of Potts' Restitution Obligation or CMP Obligation shall not be deemed a waiver of his obligation to make further payments pursuant to this Final Judgment, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

V. MISCELLANEOUS PROVISIONS

1. Notice: All notices required to be given by any provision in this Final Judgment shall be sent certified mail, return receipt requested, as follows:

Notice to Commission:

Director, Division of Enforcement
Commodity Futures Trading Commission
Three Lafayette Centre,
1155 21st Street, NW,
Washington, D.C. 20581

All such notices to the Commission shall reference the name and docket number of this action.

2. Change of Address/Phone: Until such time as Potts satisfies in full his Restitution Obligation, disgorgement, and CMP Obligation as set forth in this Final Judgment, Potts shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten (10) calendar days of the change.

3. Invalidation: If any provision of this Final Judgment or if the application of any provision or circumstance is held invalid, then the remainder of this Final Judgment and the application of the provision to any other person or circumstance shall not be affected by the holding.

4. Waiver: The failure of any party to this Final Judgment or of any pool participant at any time to require performance of any provision of this Final Judgment shall in no manner affect the right of the party or customer at a later time to enforce the same or any other provision of this Final Judgment. No waiver in one or more instances of the breach of any provision contained in this Final Judgment 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 Final Judgment.

5. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action to ensure compliance with this Final Judgment and for all other purposes related to this action, including any motion by Potts to modify or for relief from the terms of this Final Judgment.

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

There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Final Judgment And Order Of Permanent Injunction,

Restitution And Civil Monetary Penalties Against Defendant Michael S.

Potts.

SO ORDERED.

Dated: June 24, 2015
Detroit, Michigan

s/Mark A. Goldsmith
MARK A. GOLDSMITH
United States District Judge

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing document was served upon counsel of record and any unrepresented parties via the Court's ECF System to their respective email or First Class U.S. mail addresses disclosed on the Notice of Electronic Filing on June 24, 2015.

s/Carrie Haddon
Case Manager