

penalties against IFA Group of \$3,178,530.00, and against Worldwide of \$526,470.00; orders of restitution against IFA Group of \$2,701,960.00 and against Worldwide of \$255,952.00; and other equitable relief. On July 10, 2006, the Court signed an Order of Permanent Injunction and Other Equitable relief against Larry Webman and Melvin Webman, which provided for permanent injunctions against the Webmans, a civil monetary penalty of \$500,000 each against the Webmans, and restitution of \$2,957,912 for which the Webmans are jointly and severally liable.

I. CONSENT AND AGREEMENT

To effect settlement of the matters alleged in the Complaint in this action without a trial on the merits or any further judicial proceedings, Defendant Wexler:

1. Consents to the entry of this Consent Order of Permanent Injunction and Other Equitable Relief (“Order”).
2. Affirms that he has agreed to this Order voluntarily, and that no threats, or promises other than as contained herein, have been made to induce Defendant’s consent to this order.
3. Acknowledges service of the Summons and Complaint.
4. Admits that this Court has jurisdiction over him and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.
5. Admits that venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.
6. Waives:
 - i. all claims which may be available under the Equal Access to Justice Act, 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000) to seek costs, fees and other expenses relating to, or arising from, this action;

- ii. 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 relief; and
- iii. the right, if any, to a jury trial; and
- iv. all rights of appeal from this Order.

7. By consenting to the entry of this Order, Defendant Wexler neither admits nor denies the allegations of the Complaint and the Findings of Fact contained in this Order, except as to jurisdiction and venue. However, Defendant Wexler agrees, and intends, that the allegations of the Complaint and all of the Findings of Fact made by this Court shall be taken as true and correct and be given preclusive effect, without further proof, in any proceeding in bankruptcy or to enforce the terms of the Order. Defendant Wexler shall provide immediate notice to this Court and Commission via certified mail, of any bankruptcy filed by, on behalf of, or against him.

8. Defendant Wexler agrees that neither he nor any of his agents or employees under his authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or findings or conclusions in the Order or creating, or tending to create, the impression that the Complaint or this Order is without a factual basis; provided, however, that nothing in this provision shall affect Defendant Wexler's (a) testimonial obligations; or (b) right to take legal positions in other proceedings to which the Commission is not a party. Defendant Wexler shall take all necessary steps to ensure that all of his agents and employees understand and comply with this agreement.

9. Defendant Wexler consents to the continued jurisdiction of this Court in order to implement and carry out the terms of all orders and decrees that may be entered herein, to

entertain any suitable application or motion for additional relief within the jurisdiction of this Court, and to assure compliance with the Order.

II. FINDINGS AND CONCLUSIONS

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order. The Court therefore directs the entry of findings of fact, conclusions of law, and a permanent injunction and ancillary equitable relief pursuant to § 6c of the Act, 7 U.S.C. § 13a-1 (2002), as set forth herein.

A. Findings of Fact

Wexler's Fraud

1. From at least December 2003 through at least November 2004, IFA Group and its successor company, Worldwide, solicited the retail public to buy and sell off-exchange options on foreign currency.
2. From April 2004 through November 2004 ("the relevant period"), Defendant Wexler, acting as a "loader," solicited IFA Group's and Worldwide's existing customers to buy and sell off-exchange options on foreign currency.
3. During the relevant period, Defendant Wexler solicited, by means of telephone solicitations, a total of \$959,677 in additional investments from IFA Group's and Worldwide's customers.
4. Defendant Wexler received a total of \$139,810 as his share of commission revenue generated from his solicitations.

5. Customers of IFA Group and Worldwide lost a total of \$822,798 as a result of Defendant Wexler's solicitations.

6. Defendant Wexler induced existing customers of IFA Group and Worldwide to buy and sell additional options on foreign currency by making what he knew to be false and misleading representations through fraudulent solicitations. Defendant Wexler made materially false claims about the likelihood that a customer would realize large profits trading options on foreign currency; misrepresented the substantial risks involved in trading options on foreign currency; and misrepresented IFA Group's and Worldwide's exceptionally poor performance record trading options on foreign currency on behalf of their customers. Wexler intentionally made these material misrepresentations in order to obtain customer funds and to obtain commissions from the trading of those funds.

7. The fraud by Defendant Wexler resulted directly in substantial losses to investors and ill-gotten gains to Wexler.

B. Conclusions of Law

8. Section 2(c)(2)(B)(i) and (ii) of the Act provides that the Commission shall have jurisdiction over an agreement, contract or transaction in foreign currency that is a sale of a commodity for future delivery (or option thereon) or an option, so long as the contract is "offered to, or entered into with, a person that is not an eligible contract participant," and "the counterparty, or the person offering to be the counterparty," is not one of the regulated entities enumerated in Section 2(c)(2)(B)(ii)(I-VI).

9. Section 1a(12)(A)(xi) of the Act defines an eligible contract participant as an individual who has total assets in excess of: a) \$10 million; or b) \$5 million and who enters the

transaction to manage the risk associated with an asset owned or a liability incurred, or reasonably likely to be owned or incurred. In short, the Commission does not have jurisdiction over foreign currency option transactions with eligible contract participants. However, the Commission does have jurisdiction over foreign currency option transactions with ordinary retail customers who are not eligible contract participants, if those foreign currency option transactions are conducted with an entity other than an appropriate counterparty, or were conducted with certain appropriate counterparties and involve fraud.

10. All of the foreign currency option transactions alleged herein were offered to or entered into with ordinary retail customers who did not qualify as eligible contract participants and counterparties. The Commission therefore has jurisdiction under Section 2(c)(2)(B)(ii) of the Act over the foreign currency option transactions conducted by IFA Group and Worldwide with retail customers.

11. Pursuant to Section 2(c)(2)(B)(ii), a company may legally act as a counterparty to a retail customer in transacting foreign currency options only if the company is specifically identified in Section 2(c)(2)(B)(ii) (I-IV) as an appropriate counterparty, which include, as set forth in subclause (II), futures commission merchants (“FCMs”) and, as set forth in subclause (III), certain statutorily defined affiliates of FCMs, which, in turn, encompasses only those “affiliated” persons as to whom the FCMs are required under the Act and Commission Regulations to make and keep records.

12. During the relevant period, the counterparty to the retail foreign currency option transactions entered into by IFA Group’s customers was NCCI FX, a subsidiary of National Commodities Clearing Inc. (“NCCI”). During the relevant period, NCCI was an FCM registered with the Commission, but NCCI FX was not an affiliate of NCCI for the purposes of Section

2(c)(2)(B)(ii)(III) of the Act, in that NCCI was not required under the Act or Commission Regulations to make and keep records concerning the business or activities of NCCI FX. NCCI FX therefore was not an appropriate counterparty to retail customer foreign currency option transactions.

13. During the relevant period, the counterparty to the retail foreign currency option transactions entered into by Worldwide's customers was Worldwide Clearing, a registered FCM. Pursuant to Section 2(c)(2)(B)(ii)(II) of the Act, Worldwide Clearing was an appropriate counterparty to retail customer foreign currency option transactions.

14. Notwithstanding subclauses (II) and (III) of subparagraph (B)(ii), which provide that foreign currency option transactions by appropriate counterparties with retail customers are outside the Commission's jurisdiction, Section 2(c)(2)(C) of the Act provides that agreements, contracts, or transactions in retail foreign currency described in subparagraph (B) are subject to Section 4c(b) of the Act if they are entered into by an FCM or an affiliate of an FCM which is not also an entity described elsewhere in subparagraph (B)(ii)(I-VI).

15. Worldwide Clearing, an FCM, was not also an entity described elsewhere in subparagraph (B)(ii)(I-VI), and, therefore, the Commission has jurisdiction over the retail foreign currency option transactions conducted by Wexler pursuant to Sections 2(c)(2)(B)(ii) and 2(c)(2)(C).

16. This Court also has jurisdiction over the subject matter of this action and all parties hereto pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such 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 thereunder.

17. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, in that the Defendants are found in, inhabit, or transact business in this district, and the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this district, among other places.

18. This Court has personal jurisdiction over Defendant Wexler, who acknowledges service of the Complaint and consent to the Court's jurisdiction over him.

19. The Commission and Defendant Wexler have agreed to this Court's retention of continuing jurisdiction over each of them for the purpose of enforcing the terms of this Order.

20. By the conduct described in Section II. A. above, Defendant Wexler violated Section 4c(b) of the Act, 7 U.S.C. § 6c(b), and Commission Regulations 1.1(b) and 32.9, 17 C.F.R. 1.1(b) and 32.9.

III. ORDER FOR PERMANENT INJUNCTION

NOW THEREFORE, IT IS ORDERED THAT:

1. Defendant Wexler is permanently restrained, enjoined and prohibited from directly or indirectly:

a. Offering to enter into, entering into or confirming the execution of a commodity option contrary to any rule, regulation, or order of the Commission prohibiting any such transaction or allowing any such transaction under such terms and conditions as the Commission shall prescribe, in violation of Section 4c(b) of the Act; and

b. In or in connection with an offer to enter into, the entry into, or the confirmation of the execution of any commodity option transaction, including options transactions in foreign currency subject to the Commission's jurisdiction set forth herein at

Section II.A: (1) cheating or defrauding or attempting to cheat or defraud any persons; (2) making or causing to be made to any person any false report or statement or causing to be entered for any person any false record; or (3) deceiving or attempting to deceive any person by any means whatsoever, in violation of Section 4c(b) of the Act and Commission Regulations 1.1(b) or 32.9.

2. Defendant Wexler is 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(29) of the Act, 7 U.S.C. § 1a(29);

b. Soliciting, receiving, or accepting any funds in connection with the purchase or sale of any futures contract or option on a futures contract;

c. Engaging in, controlling or directing the trading for any commodity futures, security futures, options, options on futures, or foreign currency options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise; and

d. 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) (2004), or acting as a principal, 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) (2004). This includes, but is not limited to, soliciting, accepting or receiving any funds, revenue or other property from any person, giving commodity trading advice for compensation, except as provided for in Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2004), or soliciting prospective

customers, related to the purchase or sale of any commodity futures, security futures, options, options on futures, or foreign currency futures;

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

IV. ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT DEFENDANT SHALL PAY RESTITUTION AND CIVIL MONETARY PENALTY:

1. CIVIL MONETARY PENALTY: Defendant shall pay a civil monetary penalty of \$280,000.00, immediately due and owing upon the entry of this Order, provided that all payments made by Defendant pursuant to this Order shall be applied first to satisfy the Defendant's restitution payment under this Order, and upon satisfaction of such obligations, shall thereafter be applied to satisfy the Defendant's CMP obligation under this Order. Defendant shall also pay post-judgment interest, which 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. Defendant Wexler shall pay post-judgment interest from the date this Order is entered until the date full payment of Defendant's CMP is made. Defendant shall pay such civil monetary penalty by electronic funds transfer, or U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Commodity Futures Trading Commission, and sent to the address below:

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

If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-6569 for instructions. Defendant shall accompany payment of the CMP with a cover letter that identifies the Defendant 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 both (1) the Regional Counsel, Division of Enforcement, Commodity Futures Trading Commission, at the following address: 140 Broadway, 19th Floor, New York, NY 10005; and (2) Office of Cooperative Enforcement, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st St., N.W., Washington, D.C. 20581.

2. RESTITUTION: Subject to the paragraphs below, Defendant is Ordered to make restitution to customers identified in Attachment A to this Order in the total amount of \$822,798.00 ("the restitution total"), immediately due and owing upon the date this Order is entered. Defendant Wexler shall pay pre-judgment interest thereon from April 1, 2004, to the date of entry of this Order. The pre-judgment interest amount shall be determined by using the Internal Revenue Service ("IRS") underpayment rate established quarterly by the IRS, pursuant to 26 U.S.C. § 6621(a)(2). Defendant Wexler shall also pay post-judgment interest. Post-judgment interest 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 this Order is entered, pursuant to 28 U.S.C. § 1961(a). Defendant shall pay post-judgment interest accruing from the date this Order is entered until the date full payment of Defendant's restitution obligation is made.

Attachment A to this Order includes the names of the IFA Group and Worldwide investors to whom Wexler shall make restitution pursuant to this paragraph, together with the amount of restitution payable to each of them (not including required interest). Defendant's obligations to make restitution under this paragraph shall be reduced by any amounts paid to the investors listed in Attachment A of this Order pursuant to any restitution ordered in any other legal proceeding or pursuant to any collateral agreement, subject to the conditions as set forth in the paragraph headed "Collateral Agreements," below. All payments made pursuant to this Order by Defendant shall be considered restitution payments and disbursed on a pro rata basis until those amounts (including interest) are fully satisfied. All payments after satisfaction of the restitution obligation shall be applied to the civil monetary penalty described herein.

3. RESTITUTION MONITOR: All restitution payments made in satisfaction of Defendants' restitution obligations as set forth herein shall be sent to Daniel Driscoll, Executive Vice-President, Chief Compliance Officer, or his successor (the "Restitution Monitor"), at the National Futures Association, 200 W. Madison Street #1600, Chicago, Illinois 60606, and made payable to the IFA Group/Worldwide Settlement Fund. The Restitution Monitor shall distribute restitution payments to customers on a pro rata basis unless, at his sole discretion, based upon the amount of funds available for distribution, the Restitution Monitor decides to defer distribution. The Restitution Monitor shall not be liable for any acts or omissions while acting in this capacity, other than for fraud.

4. PARTIAL PAYMENTS: Any acceptance by the Commission or the Restitution Monitor of partial payment of Defendant's restitution and/or civil monetary obligations, shall not be deemed a waiver of Defendant's obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balances.

5. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each of the individuals identified in Attachment A of this Order 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 amount which has not been paid by Wexler to ensure continued compliance with any provision of this Order and to hold Defendant Wexler in contempt for any violations of any provision of this Order.

6. COLLATERAL AGREEMENTS: Defendant shall immediately notify the Commission and Restitution Monitor if he makes, individually or collectively, any agreement with any investor obligating either or both to make payments outside of this Order. Defendant shall also provide immediate evidence to the Court, the Commission and Restitution Monitor of any payments made pursuant to such agreement. Upon being notified of any payments made by Defendants to investors outside of this Order, and receiving evidence of such payments, the Restitution Monitor will have the right to reduce and offset Defendant's obligation to specified investors and to make any other changes in the restitution distribution schedule that he deems appropriate.

7. TRANSFER OF ASSETS: Defendant shall not transfer or cause others to transfer funds or other property to the custody, possession, or control of any other person for the purpose of concealing such funds from the Court, the Commission, or any investor until the restitution amount has been paid in full.

V. MISCELLANEOUS PROVISIONS

1. NOTICES. All notices required by this Order shall be sent by certified mail, return receipt requested, as follows:

- a. Notice to Plaintiff Commission:
Regional Counsel, Division of Enforcement

Commodity Futures Trading Commission
140 Broadway, 19th Floor
New York, NY 10005

- b. Notice to the Restitution Monitor:
Vice President, Compliance
National Futures Association
200 West Madison Street
Chicago, IL 60606
- c. Notice to Defendant Lyle Wexler:
c/o Michael Fingar, Esq.
17064 Boca Club Boulevard #4
Boca Raton, FL 33487

2. ENTIRE AGREEMENT, AMENDMENTS AND SEVERABILITY. This Order incorporates all of the terms and conditions of the settlement among the parties. Nothing shall serve to amend or modify this Order in any respect whatsoever, unless: (1) reduced to writing, (2) signed by all parties, and (3) approved by order of the Court. If any provision of this Order or the application of any provision or circumstance is held invalid, the remainder of this Order shall not be affected by the holding.

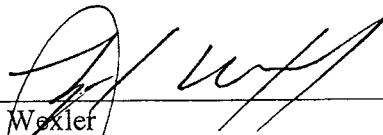
3. SUCCESSORS AND ASSIGNS. This Order shall inure to the benefit of and be binding on the parties' successors, assigns, heirs, beneficiaries and administrators.

4. THE PARTIES AND COUNTERPARTS. This Order may be executed by the parties in counterparts and by facsimile.

5. JURISDICTION. This Court shall retain jurisdiction of this cause to assure compliance with this Order and for all other purposes related to this action.


Consented to and
Approved for entry by:

Dated: 26 of Jan. 2007



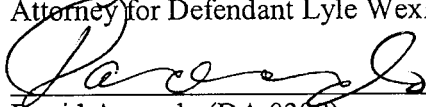
Lyle Wexler

Dated 5 of Feb., 2007



Michael Fingar
Attorney for Defendant Lyle Wexler


Dated: 9 of April 2007



David Acevedo (DA 0388)
Attorney for Plaintiff
Commodity Futures Trading Commission

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 Against Defendant Lyle Wexler.

Done and ordered on this 10th day of April, 2007.



HON. WILLIAM H. PAULEY
UNITED STATES DISTRICT JUDGE

**THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON _____**

**CFTC v. Wexler
05-cv-4819 (WHP)**

Attachment A To Wexler Settlement Order										
Analysis of Lyle Wexler's Restitutorial Liability										
LIST OF CUSTOMERS RELOADED FROM APRIL THROUGH NOVEMBER 2004										
CUSTOMER NAME										
#	Last	First	Dates	Amount	Total Returned to Customer / Closing acct	Total End Balance of Final WWC Statement/No Record of Balance Being Returned to Customer	Total Restitution Owed			
1	Aiello	Mario	4/29/2004	\$10,000.00			\$10,000.00			
2	Ayer	William	7/2/2004	\$10,000.00			\$9,984.00			
	Ayer	William	8/2/2004	\$20,000.00	(\$20,016.00)					
3	Ballenger	Robert	4/15/2004	\$10,000.00			\$8,060.00			
	Ballenger	Robert	5/21/2004	\$4,000.00	(\$5,940.00)					
4	Balling	Daniel	6/14/2004	\$26,000.00			\$26,000.00			
5	Barber	Harold	6/9/2004	\$10,000.00		(\$360.00)	\$9,640.00			
6	Barres	Oliver	5/12/2004	\$10,000.00	(\$220.00)		\$9,780.00			
7	Barry	Clive	9/04	\$20,000.00	(\$1,000.00)		\$19,000.00			
8	Bozell	John	6/18/2004	\$10,000.00			\$53,720.00			
	Bozell	John	7/26/2004	\$15,000.00						
	Bozell	John	8/16/2004	\$30,000.00		(\$1,280.00)				
9	Buske	Jeff	6/24/2004	\$10,000.00		(\$298.00)	\$9,702.00			
10	Cassell	James	7/7/2004	\$20,000.00						
	Cassell	James	7/26/2004	\$20,000.00		(\$440.00)				

**CFTC v. Wexler
05-cv-4819 (WHP)**

CUSTOMER NAME		Dates	Amount	Total Returned to Customer /Closing acct	Total End Balance of Final WVC Statement/No Record of Balance Being Returned to Customer	Total Restitution Owed
#	Last First					
						\$39,560.00
11	Cila Donald Cila Donald	7/23/2004 8/2/2004	\$5,000.00 \$5,000.00	(\$10,000.00)		\$0.00
12	Craig Richard	6/14/2004	\$10,000.00		(\$340.00)	\$9,660.00
13	Cuff Brendan	9/04	\$23,000.00	(\$23,264.00)	*the \$264 was deducted from the total restitution owed.	\$0.00
	Davis Bradford Davis Bradford Davis Bradford Davis Bradford Davis Bradford	6/9/2004 7/23/2004 8/2/2004 8/6/2004 8/16/2004	\$50,000.00 \$50,000.00 \$25,000.00 \$25,000.00 \$20,000.00			\$144,290.00
	Davis George Davis George Davis George Davis George	6/17/2004 7/23/2004 8/4/2004 8/16/2004	\$10,000.00 \$10,000.00 \$25,000.00 \$25,000.00	(\$25,000.00)		\$45,000.00
16	Decker Paul	5/14/2004	\$15,000.00	(\$1,180.00)		\$13,820.00
17	Deire James	5/12/2004	\$5,300.00	(\$680.00)		\$4,620.00
18	Evans Edward	5/18/2004	\$20,000.00		(\$510.00)	\$19,490.00
19	Gonzalez Pablo Gonzalez Pablo	5/7/2004 5/18/2004	\$20,000.00 \$20,000.00		(\$180.00)	\$39,820.00
	Guitard Gerald	4/12/2004	\$5,000.00			

**CFTC v. Wexler
05-cv-4819 (WHP)**

#	CUSTOMER NAME		Dates	Amount	Total Returned to Customer /Closing acct	Total End Balance of Final	
	Last	First				WVC Statement/No Record of Balance Being Returned to Customer	Total Restitution Owed
20	Guitard	Gerald	4/15/2004	\$20,000.00		(\$350.00)	\$24,650.00
21	Hagberg Hagberg	Ed & Pat Ed & Pat	5/11/2004 5/12/2004	\$5,000.00 \$5,000.00		(\$260.00)	\$9,740.00
22	Huntley	Thomas	6/25/2004	\$10,000.00	(\$2,660.00)		\$7,340.00
23	Johnson	David	5/12/2004	\$5,000.00	(\$650.00)		\$4,350.00
24	Lammers	Michael	8/04	\$5,000.00	(\$1,390.00)		\$3,610.00
25	Levine	Eric	9/04	\$15,000.00	(\$6,840.00)		\$8,160.00
26	Long	James	5/14/2004	\$5,000.00	\$0.00		\$5,000.00
27	Luong	Thong	9/04	\$10,000.00	(\$860.00)		\$9,140.00
28	Moore	Gary	5/6/2004	\$10,000.00	(\$374.00)		\$9,026.00
29	Powell	Ross	5/28/2004	\$20,000.00		(\$120.00)	\$19,880.00
30	Rose Rose	Larry Larry	6/24/2004 7/30/2004	\$50,000.00 \$8,400.00		(\$150.00)	\$58,250.00
31	Ruse	Julie	6/14/2004	\$10,000.00		(\$40.00)	\$9,960.00
32	Scherping	Russell	5/19/2004	\$6,000.00		(\$60.00)	\$5,940.00

**CFTC v. Wexler
05-cv-4819 (WHP)**

CUSTOMER NAME		Dates	Amount	Total Returned to Customer /Closing acct	Total End Balance of Final WVC Statement/No Record of Balance Being Returned to Customer	Total Restitution Owed
Last	First					
33	Schiatta John	8/04	\$10,000.00	(\$3,030.00)		\$5,940.00
34	Sheldon Steven Steven	8/4/2004 8/16/2004	\$25,000.00 \$17,000.00		(\$1,290.00)	\$40,710.00
35	Spohn Signa	5/21/2004	\$10,000		(\$210.00)	\$9,790.00
36	Stancampiano A/R	5/26/2004	\$10,000.00		(\$140.00)	\$9,860.00
37	Stolins Arthur	5/12/2004	\$5,000.00	(\$670.00)		\$4,330.00
38	Stone Dennis	5/12/2004	\$5,000.00	(\$330.00)		\$4,670.00
39	Taylor Carl	6/18/2004	\$99,977.00		(\$437.00)	\$99,540.00
TOTALS:			\$959,677.00	(\$104,704.00)	(\$32,175.00)	\$822,798.00
TOTAL RESTITUTION:						
*****Total Restitution did not reflect the extra \$264 above Brendan Cuffs total investment*****						