

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

Commodity Futures Trading Commission)
)
Plaintiff,)
)
v.)
)
InterTrade Forex, Inc., Stanley Craig Wakefield,)
and Pritesh Patel,)
)
Defendants.)
)
)

Case No. 6:03-CV-119-ORL-31 DAB

**CONSENT ORDER OF PERMANENT INJUNCTION
AND OTHER EQUITABLE RELIEF AGAINST DEFENDANT
STANLEY CRAIG WAKEFIELD**

On January 29, 2003, plaintiff Commodity Futures Trading Commission (“Commission”) filed an *ex parte* Complaint against InterTrade Forex Inc. (“InterTrade”) Stanley Craig Wakefield (“Wakefield”), and Pritesh Patel (“Patel”) (collectively, “Defendants”) seeking injunctive and other equitable relief for violations of the Commodity Exchange Act, as amended (“Act”), 7 U.S.C. §§ 1 *et seq.* (2001), and Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2001). The Court entered an *ex parte* statutory restraining order on January 29, 2003 that, among other things, froze all assets belonging to or related to the Defendants, and ordered the maintenance of, and access to, business records. On March 6, 2003, the Court issued a consent order of

preliminary injunction. The Clerk of the Court entered a default against Patel on June 6, 2003, and against InterTrade on July 8, 2003.

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 Wakefield:

1. Consents to the entry of this *Consent Order of Permanent Injunction and Other Equitable Relief Against Defendant Stanley Craig Wakefield* ("Order").

2. Affirms that he has read and agreed to this Order voluntarily and that no promise or threat has been made by the Commission or any member, officer, agent or representative thereof, or by any other person, to induce consent to this Order, other than as set forth specifically herein.

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. Wavies

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

b. all claims which he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (1994) and 28 U.S.C. § 2412 (1994), as amended by Pub. L. No. 104-121, §§ 231-32, 110 Stat. 862-63, and Part 148 of the Commission's

Regulations, 17 C.F.R. §§ 148.1 *et seq.*, to seek costs, fees and other expenses relating to, or arising from, this action;

c. 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

d. all rights of appeal from this Order.

7. By consenting to the entry of this Order, Defendant Wakefield 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, he agrees, and the parties to this Order intend, 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 only in the event that a bankruptcy proceeding is filed by, on behalf of, or against Wakefield, for the purpose of determining whether his restitution obligation, civil monetary penalty and/or other payments ordered herein are excepted from discharge. Wakefield also shall provide immediate notice, to Commission via certified mail, of any bankruptcy filed by, on behalf of, or against him.

8. Defendant Wakefield agrees that neither he nor any of his agents, servants, employees, contractors or attorneys 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 his (a) testimonial obligations; or (b) right to take legal positions in other proceedings to which the Commission is not a party. Wakefield shall take all

necessary steps to ensure that all of his agents, servants, employees, contractors and attorneys understand and comply with this agreement.

9. Defendant Wakefield 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 and that there is no just reason for delay. 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 (2001), as set forth herein for purposes of this Consent Order only.

Findings of Fact

1. Since at least March 2001, InterTrade offered and sold forex futures contracts to the retail public via the Internet at their website located at www.spotfx.net.
2. InterTrade solicited retail customers to open managed accounts that were “specifically designed for the small investor to enter the Inter Bank foreign exchange market.”
3. In 2002, the InterTrade website contained, among others, the following fraudulent misrepresentations:

“InterTrade Forex, Inc. has a proven successful performance record and has demonstrated its ability to profit in bull and bear market cycles by providing investors with above-average returns”; and

- b. InterTrade's managed forex accounts achieved "Historically High Rates of Return."
4. From at least December 2002, the InterTrade website contained a historical performance chart for its managed forex accounts in which some, if not all, of the monthly returns listed for January, 2002 to July, 2002 were false.
5. As of November 2002, the historical performance chart contained returns for the months of October 2000 through July 2002.
6. The monthly returns listed in the historical performance charts indicated that InterTrade's managed forex accounts routinely made substantial returns.
7. On November 2002, at www.spotfx.net, InterTrade claimed that its trading gains from October 2000 to July 2002 had been +114.26%, with average monthly returns since inception of +5.19%.
8. InterTrade acted as the counterparty to all of the transactions entered into by the retail customers.
9. InterTrade did not conduct their foreign currency futures transactions on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity.
10. InterTrade did not execute or consummate their contracts by or through a contract market. As a result, the contracts are illegal futures contracts.
11. Defendant Wakefield incorporated InterTrade and was its managing director.

12. As managing director, Defendant Wakefield was responsible, along with the president and chief executive officer, for organizing the corporation, developing InterTrade's website, marketing the business, and managing the day-to-day operations of InterTrade. Wakefield was assisted by other InterTrade employees in developing the website and marketing the company.

13. Defendant Wakefield opened trading accounts and banking accounts in InterTrade's name, and was a signatory on these accounts.

14. Defendant Wakefield routinely updated the InterTrade website with information provided to him by Defendant Patel.

Conclusions of Law

1. This Court 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.

2. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, in that the Defendant Wakefield is found in, inhabits, or transacts 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.

3. This Court has personal jurisdiction over the Defendant Wakefield, who acknowledges service of the Complaint and consents to the Court's jurisdiction over him.

4. The Commission and the Defendant Wakefield have agreed to this Court's retention of continuing jurisdiction over him for the purpose of enforcing the terms of this Order.

5. Pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2001), Wakefield, controlled InterTrade and did not act in good faith or knowingly induced, directly or indirectly, the acts constituting InterTrade's violations of Sections 4(a) and 4b(a)(i) and (iii) of the Act and Section 1.1(b)(1) and (3) of the Commission's Regulations, and thereby Defendant Wakefield is liable for InterTrade's violations of these provisions.

III.

ORDER FOR PERMANENT INJUNCTION

NOW THEREFORE, IT IS ORDERED THAT:

1. Defendant Wakefield is permanently restrained, enjoined and prohibited from directly or indirectly:
 - a. offering to enter into, entering into, executing, confirming the execution of, or conducting any office or business anywhere in the United States, its territories or possessions, for the purpose of soliciting or accepting any order for, or otherwise dealing in, any transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated or registered by the CFTC as a contract market or derivatives transaction execution facility for such commodity future; (b) such contracts have not been executed or consummated by or through such contract market; and (c) such contracts are not evidenced by a record in writing in violation of Section 4(a) of the Act, 7 § U.S.C. 6(a)(2001);
 - b. cheating or defrauding or attempting to cheat or defraud and willfully deceiving or attempting to deceive other persons in or in connection with any order to make, or the making of, any contract or sale of any commodity for future delivery, made, or to be made, for or on behalf of any person if such contract for future delivery is or may be used for (i) hedging any transaction in interstate commerce in such commodity or the

products or by products thereof; (ii) determining the price basis of any transaction in interstate commerce in such commodity; or (iii) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof, in violation of Section 4b(a)(2)(i) and (iii) of the Act, 7 U.S.C. § 6b(a)(2)(i) and (iii)(2001) and Section 1.1(b)(1) and (3) of the Commission's Regulations, 17 C.F.R. § 1.1(b)(1) and (3)(2002);

2. Defendant Wakefield, for a period of five years, is restrained, enjoined and prohibited, from directly or indirectly:

- a. trading on or subject to the rules of any registered entity;
- b. engaging in, controlling or directing the trading for any commodity futures, security futures, options, options on futures, or foreign currency options account for or on behalf of any other person or entity, whether by power of attorney or otherwise; and
- c. 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) (2003), 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) (2003). 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) (2003), 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 Wakefield, upon any person insofar as he or she is acting in the capacity of officer, agent, servant, employee or attorney of Wakefield, 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 Wakefield.

IV.

ORDER FOR OTHER EQUITABLE RELIEF

IT IS FURTHER ORDERED THAT:

A. DEFENDANT WAKEFIELD TO PAY RESTITUTION

1. Wakefield is ordered to pay restitution of customer funds in the amount of \$176, 778.14 ("Restitution Obligation"), plus prejudgment interest in the amount of \$8,012.99. Post-judgment interest shall accrue on the Restitution Obligation at the rate provided for by 28 U.S.C. § 1961, assessed pursuant to Part III, Section A, Paragraph 9 below of the payment plan.

2. The persons to whom restitution shall be made are identified in the attached Exhibit A.

3. The National Futures Association shall be designated as Monitor ("Monitor") for the period beginning with the date of entry of this Order and continuing until distribution of the last payment called for by this Order.

4. Wakefield shall make an annual restitution payment ("Annual Restitution Payment") according to the payment plan outlined in Part IV, Section A, paragraph 5 below, to an account designated by the Monitor of: (1) a percentage of his adjusted gross income (as defined by the Internal Revenue Code) earned or received by him during the previous calendar year, plus (2) all other cash receipts, cash entitlements or proceeds of non-cash assets received by him during the previous calendar year. The Annual Restitution Payment shall be made on or before July 31 of each calendar year, starting in calendar year 2005 and continuing for ten years or until his restitution amount is paid in

full from any source, whichever occurs sooner. The ten-year restitution period shall run from January 1, 2004 through December 31, 2013. Restitution payments for a calendar year shall take place by July 31 of the following year. Therefore, the final restitution payment for the year 2013 will occur on or before July 31, 2014. If Wakefield proves to the Monitor's satisfaction that complete restitution has been made to the customers listed in Attachment A, Wakefield will have no remaining restitution obligation.

5. Wakefield's obligation to make restitution under this paragraph shall be reduced by any amounts paid to the investors listed in Attachment A pursuant to any restitution ordered in any other legal proceeding or pursuant to any collateral agreement, subject to the conditions as set forth in Part B, Paragraph 7 below.

6. The Annual Payment (the Annual Restitution Payments for Wakefield) shall be calculated as follows:

Total Adjusted Gross Income plus Net Cash Receipts:	Percent of Total to be Paid by the Defendants:
\$0 -- \$25,000	0%
\$25,000--\$50,000	20% of the amount above \$25,000
\$50,000 -- \$100,000	20% of the amount between \$25,000 and \$50,000 plus 30% of the amount between \$50,000 and 100,000
\$100,000 and up	20% of the amount between \$25,000 and \$50,000 plus 30% of the amount between \$50,000 and \$100,000 plus 40% of the amount above \$100,000

7. Such funds shall be collected and distributed by the Monitor as restitution payments to customers in the amounts calculated by the Monitor unless, at its sole discretion, based upon the amount of funds available for distribution, the Monitor decides to defer distribution. Provided, however, that if the Monitor can verify to its satisfaction that complete restitution has been made to the customers listed in Attachment A, Wakefield will have no remaining restitution obligation. If, at the end of the ten-year period, any part of the Annual Restitution Payments has not been distributed, the Monitor at its sole discretion shall either distribute the funds in the account as restitution or apply the funds as payment to the civil monetary penalty obligation, as provided in Part IV, Section B, Paragraphs 1-2, below.

8. Wakefield shall provide to the Monitor complete copies of his signed income tax returns filed with the Internal Revenue Service ("IRS"), all IRS 1099 forms, and all other schedules and attachments (e.g., IRS Form W-2), as well as any filings he is required to submit to any state tax or revenue authority, on or before June 30 of each calendar year, ending on June 30, 2014. If, during the same time period, Wakefield elects to file a joint tax return, he shall provide all documents called for by this Part IV, Section A, Paragraph 8, including the signed and filed joint tax return, plus a draft individual tax return prepared on IRS Form 1040 showing that the "Income" section (currently lines 7-22 of Form 1040) truly, accurately and completely reflects all of his income, that the "Adjusted Gross Income" section (currently lines 23-33 of Form 1040) truly, accurately and completely identifies all deductions that Wakefield has a right to claim, and that the deductions contained in the "Adjusted Gross Income" section are

equal to or less than 50% of the deductions that he is entitled to claim on the joint tax return; provided, however, that he may claim 100% of the deductions contained in the "Adjusted Gross Income" section that are solely his. Such individual tax return shall include all schedules and attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any filings required to be submitted to any state tax or revenue authority.

9. Wakefield shall also provide his sworn financial statements on June 31 of each calendar year, beginning June 31, 2004. The financial statements shall provide:

- a. A true and complete itemization of all of the Wakefield's rights, title and interest (or claimed in) any asset, wherever, however and by whomever held;
- b. An itemization, description and explanation of all transfers of assets with a value of \$1,000 or more made by or on behalf of Wakefield over the preceding year; and
- c. A detailed description of the source and amount of all of Wakefield's income or earnings, however generated.

10. Based on the information contained in Wakefield's tax returns (and, to the extent they are provided, his sworn financial statements), the Monitor shall calculate the Annual Restitution Payment to be paid by the Wakefield for that year and the specific amounts payable to customers. If the Monitor determines that an Annual Restitution Payment is due, then the Monitor will increase the amount of the remaining restitution payments by post-judgment interest calculated to the date of payment based on the total

remaining obligation pursuant to 28 U.S.C. § 1961. On or before July 31 of each year, the Monitor shall send written notice Wakefield with instructions to immediately pay the Annual Restitution Payment to the Monitor.

B. DEFENDANT WAKEFIELD TO PAY A CIVIL MONETARY PENALTY

1. Wakefield shall pay a contingent civil monetary penalty in an amount up to \$50,000.00 commencing upon his fulfillment or discharge of his Restitution Obligation as set forth in Part IV, Section A above.

2. Wakefield shall pay the contingent civil monetary penalty in annual installment payments ("Annual CMP Payment") following his satisfaction or other discharge of his Restitution Obligation, and continuing until July 31, 2014 (or until the full civil monetary penalty is paid in full, if that happens first). Should the amount due under the payment plan for any Annual Restitution Payment be greater than the balance due on Wakefield's restitution obligation, that amount shall constitute the Wakefield's first annual CMP payment and be paid in accordance with the payment schedule set forth in Part IV, Section A, paragraph 5 above. The Annual CMP Payment shall be calculated by the Monitor in accordance with the payment schedule set forth in Part IV, Section A, Paragraphs 4-9 above. After satisfaction of the Restitution Obligation, should funds remain that same year pursuant to the restitution payment schedule, such funds shall immediately be paid as part of the civil monetary penalty payment. Wakefield shall make each such Annual CMP Payment by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Commodity Futures Trading Commission, and sent to Dennese Posey, Division of

Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581, under cover of a letter that identifies the Wakefield and the name and docket number of the proceeding; Wakefield shall simultaneously transmit a copy of the cover letter and the form of payment to the Monitor, and to Gregory Mocek, Director, Division of Enforcement, Commodity Futures Trading Commission, at the following address: 1155 21st Street, NW, Washington, D.C. 20581. Wakefield's contingent civil monetary penalty obligation will terminate at the end of the ten-year payment period.

3. Wakefield shall cooperate fully and expeditiously with the Monitor and the Commission in carrying out all duties with respect to the restitution and/or civil monetary penalty payments. He will cooperate fully with the Monitor and the Commission in explaining his financial income and earnings, status of assets, financial statements, asset transfers and tax returns, and shall provide any information concerning himself as may be reasonably required by the Commission and/or the Monitor. Furthermore, Wakefield shall provide such additional information and documents with respect thereto as may be reasonably requested by the Commission and/or the Monitor.

4. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each of the individuals identified in Attachment A 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 Wakefield, to ensure continued compliance with any provision of this Order and to hold Wakefield in contempt for any violations of any provision of this Order.

5. COLLATERAL AGREEMENTS: Wakefield shall immediately notify the Commission if he makes or has previously made any agreement with any investor obligating him to make payments outside of this Order. Wakefield shall also provide immediate evidence to the Monitor, and to the Commission of any payments made pursuant to such agreement or such documents that show satisfaction in part or full of any obligation to a specific investor. Upon being notified of any payments or satisfaction of obligations made by Wakefield to investors outside of this Order, and receiving evidence of such payments or satisfaction of obligations, the Commission will have the right to reduce and offset Wakefield's obligation to specified investors, on an annual basis, and to make any other changes in the restitution distribution schedule that they deem appropriate.

6. TRANSFER OF ASSETS: Wakefield 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, the Monitor or any investor or until the Restitution Amounts have been paid in full.

7. DEFAULT: Any failure by Wakefield to carry out any of the terms, conditions or obligations under any paragraph of this Order shall constitute an Event of Default. If any Event of Default occurs the Commission (or its designee) shall be entitled to:

- a. an order requiring immediate payment of any unpaid Annual Restitution Payments and or Annual CMP Payment, or, at the Commission's option, the entire unpaid balance, or any unpaid

portion, of the restitution amount set forth above in Part IV, Sections A & B, Paragraph 1, above; and/or

- b. move the Court for imposition of all other available remedies, including, but not limited to, an order holding Wakefield in contempt for violation of this Order.

8. Upon the occurrence of an Event of Default based upon a claim or cause of action that Wakefield failed to file complete and timely financial information with the Monitor as specified in the Order, or that Wakefield failed to make any Annual Restitution Payments when due, Wakefield will be barred from asserting any defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such defense is based on the alleged failure of the Commission to pursue such claims or causes of action during the pendency of this civil action, during the negotiation of Wakefield's consent to this Order or while this Order remains in effect. The only issue that Wakefield may raise in defense is whether he complied with the financial reporting requirements or made the Annual Restitution Payments and/or Annual CMP Payment as directed by the Monitor. Any motion by the Commission for entry of an order pursuant to this paragraph requiring payment of less than the full amount of the restitution and/or civil monetary penalty, set forth in Part IV, Sections A & B, Paragraph 1, above, or any acceptance by the Commission of partial payment of the Annual Restitution Payments and/or Annual CMP Payment made by Wakefield shall not be deemed a waiver of the Commission's right to require Wakefield to make further payments pursuant to the payment plans set forth above, or, in the event of a further Event of Default, a waiver of the Commission's right to require immediate payment of the entire remaining balance, or any unpaid

portion, of the restitution or civil penalty amount set forth in Part IV, Sections A & B, Paragraph 1, above.

9. Based upon Wakefield's sworn representations in his Financial Disclosure Statement dated May 24, 2004, and other evidence provided by Wakefield to the Commission regarding his financial condition, the Court is not ordering immediate payment of the entire restitution and/or civil monetary penalty obligation. The determination not to require immediate payment of the entire restitution and/or civil monetary penalty obligation is contingent upon the accuracy and completeness of Wakefield's Financial Disclosure Statement and other evidence provided by Wakefield regarding his financial condition. If at any time following the entry of this Order, the plaintiff Commission obtains information indicating that Wakefield's representations to the Commission concerning his financial condition were fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such representations were made, the Commission may move this Court for an order requiring Wakefield to make immediate payment of his entire restitution and/or civil monetary penalty obligation, or of any portion thereof, the amount of which shall be determined by the Commission. In connection with any such motion, the only issues shall be whether the financial information provided by Wakefield were fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such representations were made. In its motion, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Wakefield to pay funds or transfer assets or directing the forfeiture of any assets, and the Commission may also request additional discovery. Wakefield may not, by way of defense to such motion, challenge the validity

of his consent or this Order, or contest any of the findings of fact or conclusions of law set forth in this Order, assert that payment of restitution and/or civil monetary penalty should not be ordered, or contest the amount of the restitution and/or civil monetary penalty to be paid. If in such motion the Commission moves for, and the Court orders, payment of less than the full amount of the restitution and/or civil monetary penalty obligation, such motion will not be deemed a waiver of the Commission's right to require Wakefield to make further payment pursuant to the payment plans set forth above.

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 Commission

Director, Division of Enforcement
Commodity Futures Trading Commission
1155 21st St. NW
Washington, DC 20581

b. Notice to the Monitor:

Vice President, Compliance
National Futures Association
200 West Madison Street
Chicago, IL 60606

c. Notice to Defendant Wakefield

S. Craig Wakefield
750 Office Plaza
Suite 303
Kissimmee, FL 34744

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. FREEZE ORDER DISOLVED: All prior freeze orders are dissolved. Frozen funds held by Forex Capital Markets shall be released to the Monitor for distribution to the customers listed in Exhibit A.

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.

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 Stanley Craig Wakefield.

DONE and ORDERED in Chambers, in Orlando, Florida on October 8, 2004.



GREGORY A. PRESNELL
UNITED STATES DISTRICT JUDGE

Copies furnished to:

All parties of record

Exhibit A

Customer	Invested	\$ Returned	\$ Owed	% Share
Atlantic Capital Funding	\$30,000.00	\$0.0	\$30,000.00	8.49%
Clary, James	\$15,000.00	\$0.0	\$15,000.00	4.24%
Gallagher, Brian	\$20,000.00	\$0.0	\$20,000.00	5.66%
Hutcherson, Chris	\$15,000.00	\$0.0	\$15,000.00	4.24%
Manitou, Inc.	\$50,000.00	\$46,353.26	\$3,646.74	1.03%
Marina Bay Investments	\$15,000.00	\$0.0	\$15,000.00	4.24%
Davidson, Jack	\$15,000.00	\$4,749.85	\$10,250.15	2.90%
Fisher, Michael	\$15,000.00	\$0.0	\$15,000.00	4.24%
Phillipp, Phyllis	\$15,000.00	\$13,529.65	\$1,470.35	0.42%
Quartemont, Joel	\$15,000.00	\$0.0	\$15,000.00	4.24%
Senkbeil, Albert	\$15,000.00	\$0.0	\$15,000.00	4.24%
Sloan, James	\$50,000.00	\$0.0	\$50,000.00	14.14%
Sprecher, David	\$13,100.00	\$0.0	\$13,100.00	3.71%
Liu, Tsung-	\$15,000.00	\$13,047.85	\$1,952.15	0.55%

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Watters, Joseph	\$15,000.00	\$7,056.99	\$7,943.01	2.25%
Windword Capital	\$75,193.89	\$50,000.00	\$25,193.89	7.13%
Young, William	\$100,000.00	\$0.0	\$100,000.00	28.28%
	\$488,293.89	\$134,737.60	\$353,556.29	100.00%