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3 U.S. Commodity Futures Trading Commission
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9 PARIS DELESSEPPES (*Pro Se*)
10 Defendant
11 317 North Palm Drive, #2E
12 Beverly Hills, California 90210
13 (310) 273-7879

ENTERED
CLERK, U.S. DISTRICT COURT
MAY 21 2004
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

FILED
CLERK, U.S. DISTRICT COURT
MAY 20 2004
CENTRAL DISTRICT OF CALIFORNIA
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

13 U.S. COMMODITY FUTURES
14 TRADING COMMISSION,
15 Plaintiff,
16 vs.
17 EUROBANCORP, et al.
18 Defendants.

Case No.: ^{CV} 03-767 SJO (JWJx)

ORDER OF PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF AGAINST
DEFENDANT DELESSEPPES

THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

I.

INTRODUCTION

21 On February 3, 2003, plaintiff, the United States Commodity Futures
22 Trading Commission ("CFTC" or the "Commission"), filed a complaint against
23 Defendant Paris DeLesseppes ("DeLesseppes") and others alleging violations of
24 the Commodity Exchange Act (the "Act"), 7 U.S.C. § 1 *et seq.* and the regulations
25 promulgated thereunder ("Regulations"), 17 C.F.R. § 1.1 *et seq.* On February 26,

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1 2003, this Court entered an *Order of Preliminary Injunction Enjoining Defendant*
2 *From Violating the Commodity Exchange Act.*

3 II.

4 CONSENTS AND AGREEMENTS

5 In accordance with her written consent, made a part of this Order, and to
6 effect settlement of this action without a trial on the merits or further judicial
7 proceedings, DeLesseppes consents to this *Order Of Permanent Injunction And*
8 *Other Equitable Relief Against Defendant DeLesseppes* ("Order"). DeLesseppes
9 also: (1) acknowledges service upon her of the summons and complaint in this
10 action; (2) admits that this Court possesses personal and subject matter jurisdiction
11 over her and this action; (3) admits that venue properly lies with this Court; and
12 (4) waives the entry of findings of fact and conclusions of law in this action
13 pursuant to Fed. R. Civ. P. 52, except the findings of fact contained in this Order,
14 which shall be taken as true and correct and shall be given preclusive effect
15 without further proof for use in any bankruptcy proceeding filed by, on behalf of,
16 or against DeLesseppes, as further described below.

17 By consenting to the entry of this Order, DeLesseppes neither admits nor
18 denies the allegations of the CFTC's complaint or the findings of fact and
19 conclusions of law made by this Court and contained in this Order, except as to
20 jurisdiction and venue. However, DeLesseppes agrees, and the parties to this
21 Order intend, that the allegations of the CFTC's complaint and all of the findings
22 of fact made by this Court and contained in this Order shall be taken as true and
23 correct and shall be given preclusive effect without further proof in any bankruptcy
24 proceeding filed by, on behalf of, or against DeLesseppes for the purpose of
25 determining whether her restitution obligation and/or other payments ordered

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1 herein are excepted from discharge. DeLesseppes also shall provide immediate
2 notice of any bankruptcy proceeding filed by, on behalf of, or against her in the
3 manner required by this Order.

4 DeLesseppes agrees that: (a) she will not take any action or make or permit
5 to be made any public statement denying, directly or indirectly, any allegation in
6 the Complaint or finding or conclusion contained in this Order, or creating, or
7 tending to create, the impression that this Order is without factual basis; (b) no
8 agent or employee of DeLesseppes acting under her authority or control shall take
9 any action or make or permit to be made any public statement denying, directly or
10 indirectly, any of the findings or conclusions in this Order or creating, or tending to
11 create, the impression that any allegation in the Complaint or this Order is without
12 factual basis; and (c) she shall undertake all steps necessary to ensure that all of her
13 agents and employees understand and comply with this Order. This provision shall
14 not affect DeLesseppes' testimonial obligations or right to take legal positions in
15 other proceedings to which the CFTC is not a party.

16 DeLesseppes consents and agrees to waive: (a) all claims that she may
17 possess pursuant to the Equal Access to Justice Act ("EAJA"), 5 U.S.C. § 504 and
18 28 U.S.C. § 2412, as amended by Pub. L. No. 104-121, §§ 231-32, 110 Stat. 862-
19 63, and Part 148 of the CFTC's Regulations, 17 C.F.R. §§ 148.1 *et seq.*, relating to
20 or arising from this action and any right pursuant to EAJA to seek costs, fees, and
21 other expenses relating to or arising from this proceeding; (b) any claim of Double
22 Jeopardy based upon the institution of this proceeding or the entry in this
23 proceeding of any order imposing a civil monetary penalty or any other relief; and
24 (c) all rights of appeal from this Order.

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1 DeLesseppes consents to the continued jurisdiction of this Court for the
2 purpose of enforcing the terms and conditions of this Order.

3 DeLesseppes affirms that she has read this Order and agrees to this Order
4 voluntarily, and that no promise or threat of any kind has been made by the CFTC
5 or any member, officer, agent, or representative thereof, or by any other person, to
6 induce her consent to this Order.

7 III.
8 FINDINGS OF FACT

9 This Court, being fully advised in the premises, finds that there is good
10 cause for the entry of this Order and that there is no just reason for delay. This
11 Court therefore directs the entry of findings of fact, a permanent injunction, and
12 other equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set
13 forth herein.

14 A. Jurisdiction and Venue

15 1. This Court has jurisdiction over this action pursuant to Section 6c of the
16 Act, 7 U.S.C. § 13a-1, which authorizes the CFTC to seek injunctive relief against
17 any person whenever it shall appear to the CFTC that such person has engaged, is
18 engaging, or is about to engage in any act or practice constituting a violation of any
19 provision of the Act or any rule, regulation or order thereunder.

20 2. Venue properly lies with this Court pursuant to Section 6c of the Act, 7
21 U.S.C. § 13a-1(e), in that DeLesseppes is found in, inhabits, or transacts business
22 in this district, and the acts and practices in violation of the Act occurred within
23 this district.

24 B. Parties to This Order
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1 3. Plaintiff, the CFTC, is the independent federal regulatory agency charged
2 with the administration and enforcement of the Act, 7 U.S.C. § 1 *et seq.*, and the
3 Regulations promulgated thereunder, 17 C.F.R. § 1.1 *et seq.*

4 4. Defendant DeLesseppes resides at 317 N. Palm Drive, Apartment 2E,
5 Beverly Hills, California 90209. She has never been registered with the CFTC in
6 any capacity.

7 C. Background

8 5. From January 2001 through February 8, 2001, Defendant Global
9 Interbank, Inc. ("Global") and from February 8, 2001 through January 2002, Euro
10 Bancorp, violated the Act by offering and selling illegal foreign currency futures
11 contracts to members of the retail public.

12 6. From approximately February 8, 2001 through August 1, 2001,
13 DeLesseppes, acting on behalf of Euro Bancorp, managed foreign currency trading
14 accounts and issued false statements to the holders of foreign currency trading
15 accounts that falsely represented the trading in those accounts was profitable, when
16 in fact the accounts were losing money. Specifically, Defendant John Lassen
17 ("Lassen") and DeLesseppes made false statements to Euro Bancorp customers
18 regarding profits and investment risk.

19 D. Reliant Global Markets

20 7. Reliant Global Markets, LLC ("RGM") is a foreign currency trading firm
21 located in California. From July 2000 until November 2000, DeLesseppes traded
22 foreign currency for RGM's customers through RGM's accounts at Midland Euro
23 and FXCM.

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1 8. During this time period, RGM provided false account statements and
2 made false oral representations to customers indicating that their accounts had been
3 profitable.

4 9. Despite these representations, when customers attempted to close or
5 transfer their RGM accounts RGM informed them in writing that their accounts
6 could not be liquidated because the customers had margin deficits ranging from
7 approximately \$4000 to approximately \$67,000.

8 E. Global Interbank's Operation

9 10. In November 2000, DeLesseppes moved from RGM and became a
10 principal of Global.

11 11. Global, incorporated in November 2000, is a consulting firm claiming to
12 specialize in the trading of foreign currencies. Global's brochure and website
13 describe Global's participation in the interbank market as "dedicated to providing
14 unquestionable financial security and stability . . . by depositing client funds in
15 FDIC insured-segregated 'escrow' accounts . . ."

16 12. From November 2000 to February 8, 2001, Global account executives
17 solicited relatives and/or friends, as well as other members of the retail public, to
18 open trading accounts at Global.

19 13. Global customers sent their funds directly to Global, made payable to
20 Global, and Global deposited those funds into accounts in Global's name.

21 14. Global traded customer accounts through an omnibus account in Global's
22 name at Gain Capital, Inc. ("Gain"), a registered FCM. No individual accounts
23 were established at Gain in the names of any of Global's customers.

24 15. In January 2001, Global and DeLesseppes told their employees that Euro
25 Bancorp was taking over Global's business.

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1 16. DeLesseppes told Global's account executives that they would continue
2 to trade the Global customer accounts under the name of Euro Bancorp.

3 17. In or about March 2001, a former RGM employee and his father, a
4 prospective customer, met at Euro Bancorp's office with Lassen, the chairman of
5 Global's successor, Euro Bancorp, and DeLesseppes, the CEO of Euro Bancorp.
6 DeLesseppes told the prospective customer that they would use "conservative"
7 trading strategies at Euro Bancorp.

8 18. As a result of DeLesseppes and Lassen's oral representations and the
9 information contained in the Euro Bancorp brochure, the customer invested
10 \$50,000 with Global. Global subsequently transferred the funds to Euro Bancorp,
11 and opened an account to be traded by DeLesseppes.

12 **F. Euro Bancorp's Operation**

13 19. Eurobanc represents that Euro Bancorp is a subsidiary of Eurobanc.
14 Eurobanc claims to be "a leading global financial firm that serves business,
15 government and individual clients through a range of sophisticated advisory,
16 financing, trading and investment capabilities . . . throughout the world through its
17 subsidiaries and affiliates."

18 20. Lassen is the Chairman of Euro Bancorp and DeLesseppes is the CEO.

19 21. Euro Bancorp solicited funds from members of the retail public for the
20 purpose of engaging in speculative trading of futures on foreign currency contracts.
21 Customers sent funds directly to Euro Bancorp, made payable to Euro Bancorp.
22 Euro Bancorp deposited those customer funds in accounts in the name of Euro
23 Bancorp.

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ANNEX

1 22. Euro Bancorp traded customers' accounts through an omnibus account in
2 Euro Bancorp's name at Gain. Individual accounts were never established at Gain
3 in the names of any of Euro Bancorp's customers.

4 23. In some cases, new customers opened accounts or existing customers
5 invested additional money as a result of the misrepresentations which led them to
6 believe that trading was profitable.

7 24. Some customers who discovered they had lost funds at RGM trading
8 with DeLesseppes met with Lassen and DeLesseppes in early May 2001, at which
9 time DeLesseppes told one of the customers that if she opened an account at Euro
10 Bancorp, DeLesseppes could recover her money by re-opening the positions she
11 had held at RGM. Lassen told the same customer that they could recover her
12 investment if she opened an account at Euro Bancorp.

13 25. After one Global customer transferred his account from Global to Euro
14 Bancorp, he received account statements from Euro Bancorp between March and
15 June 2001 indicating that his account was averaging a 60% return on his
16 investment. Based upon those account statements, the account holder's son, an
17 employee of Euro Bancorp, prompted his father to invest an additional \$25,000 at
18 Euro Bancorp in June 2001.

19 26. Over the next few months, from approximately April 2001 to September
20 2001, Lassen and DeLesseppes told the account holder's son that his father's
21 \$75,000 investment had increased to over \$115,000. The father later received two
22 inconsistent statements showing balances of \$90,000 and \$86,000; neither
23 statement reflected his second deposit of \$25,000.

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1 27. In November 2001, the father requested that his account be liquidated for
2 the lower amount of approximately \$86,000. He never received any money from
3 Euro Bancorp.

4 28. At least three other Euro Bancorp customers received account statements
5 on an irregular basis showing that the trading in their respective accounts had been
6 profitable. These customers all requested between June and November 2001 that
7 their accounts be closed and that their respective balances be returned. Euro
8 Bancorp failed to refund any money to the customers.

9 29. Additional customers of Euro Bancorp, some of whom had been RGM
10 customers, received account statements from Euro Bancorp that falsely represented
11 that the trading in their accounts was profitable when, in fact, the omnibus account
12 was losing money.

13 30. On or about August 1, 2001, DeLesseppes ceased working for Euro
14 Bancorp.

15 31. In total, Euro Bancorp solicited over \$300,000 from retail customers and
16 has failed to return most, if not all, of that money.

17 G. Defendants' Contracts Constitute Futures Contracts

18 32. Sections 2(c)(2)(B)(i) and (ii) of the Act, 7 U.S.C. § 2, provide that the
19 Commission shall have jurisdiction over an agreement, contract or transaction in
20 foreign currency that is a sale of a commodity for future delivery, so long as the
21 contract is "offered to, or entered into with, a person that is not an eligible contract
22 participant" unless the counter-party, or the person offering to be the counter-party,
23 is a regulated entity, as defined in the Commodity Futures Modernization Act.

24 33. Section 1a(12)(A)(xi) of the Act, 7 U.S.C. § 1, defines an eligible
25 contract participant as an individual who has total assets in excess of: (a) \$10

1 million, or (b) \$5 million and who enters the transaction to manage the risk
2 associated with an asset owned or a liability incurred, or reasonably likely to be
3 owned or incurred. At least some, if not all, of the foreign currency futures
4 transactions alleged herein were offered to or entered into with persons who were
5 not eligible contract participants.

6 34. The Defendants are not proper counterparties for retail foreign currency
7 transactions, and therefore the Commission has jurisdiction over the transactions in
8 retail foreign currency alleged herein.

9 35. The foreign currency contracts that Defendants market concern the
10 purchase or sale of commodities for future delivery at prices or using pricing
11 formulas that are established at the time the contracts are initiated, and may be
12 fulfilled through offset, cancellation, cash settlement or other means to avoid
13 delivery.

14 36. The Defendants market these contracts to the general public. The
15 customers who purchase these futures contracts have no commercial need for the
16 foreign currency. Instead, customers enter into these transactions to speculate and
17 profit from anticipated price fluctuations in the markets for these currencies.

18 37. Customers do not anticipate taking—and do not take—delivery of the
19 foreign currencies they purchase as a consequence of these investments. If the
20 market moves in a favorable direction, a customer expects to liquidate his or her
21 investment by authorizing the sale of the contract and taking the profits.

22 38. Customers do not negotiate individual purchase agreements with
23 Defendants. The rules for margin calls, and other terms and conditions of
24 Defendant's contracts, as set by Defendants, are standardized. The contracts sold
25 by each of Defendants require customers to pay a predetermined portion of the

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1 total contract price as a "margin" payment when the contract is purchased, and
2 require customers to make an additional "margin" payment if adverse changes in
3 the market price of the commodities cause the equity in their respective accounts to
4 fall below a specified percentage.

5 39. Defendants do not conduct their foreign currency futures transactions on
6 or subject to the rules of a board of trade that has been designated by the
7 Commission as a contract market, nor are any of these transactions executed or
8 consummated by or through a member of such a contract market. Defendants do
9 not conduct their transactions on a facility registered as a derivatives transaction
10 execution facility.

11 H. Violation of § 4(a) of the Act: Offer and Sale of Off-Exchange Commodity
12 Futures Contracts

13 40. From at least February 8, 2001 to August 1, 2001, Defendants offered to
14 enter into, entered into, executed, confirmed the execution of, or conducted an
15 office or business in the United States for the purpose of soliciting, accepting any
16 order for, or otherwise dealing in transactions in, or in connection with, a contract
17 for the purchase or sale of a commodity for future delivery when (a) such
18 transactions have not been conducted on or subject to the rules of a board of trade
19 which has been designated by the Commission as a contract market for such
20 commodity, and (b) such contracts have not been executed or consummated by or
21 through a member of such contract market, in violation of Section 4(a) of the Act,
22 7 U.S.C. § 6(a).

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1 I. Violations of § 4b(a)(i)-(iii) of the Act and § 1.1(b) of CFTC Regulations 17
2 C.F.R. §1.1(b): Fraud and Deceit in the Sale of Off-Exchange Futures Contracts

3 41. From at least February 8, 2001 to August 1, 2001, DeLesseppes, and
4 from March 2001 to the present, Euro Bancorp and Lassen, in or in connection
5 with orders to make, or the making of, contracts of sale of commodities for future
6 delivery, made or to be made, for or on behalf of any other persons, where such
7 contracts for future delivery were or could be used for the purposes set forth in §
8 4b(a) of the Act, 7 U.S.C. § 6b(a), have: (i) cheated or defrauded or attempted to
9 defraud other persons; (ii) willfully made or caused to be made to other persons
10 false reports or statements thereof, or willfully entered or caused to be entered for
11 other persons false records thereof; and (iii) willfully deceived or attempted to
12 deceive other persons, all in violation of §§ 4b(a)(i)-(iii) of the Act, 7 U.S.C. §§
13 6b(a)(i)-(iii) and CFTC Regulation 1.1(b), 17 C.F.R. §1.1(b).

14 IV.

15 PERMANENT INJUNCTION

16 The injunctive provisions of this Order shall be binding upon DeLesseppes,
17 any person insofar as he or she is acting in the capacity of officer, agent, servant, or
18 attorney of DeLesseppes, and any person who receives actual notice of this Order
19 by personal service or otherwise insofar as he or she is acting in active concert or
20 participation with DeLesseppes.

21 **IT IS HEREBY ORDERED THAT:**

- 22 1. DeLesseppes is permanently restrained, enjoined, and prohibited from
23 directly or indirectly:
24 a. cheating or defrauding or attempting to cheat or defraud other
25 persons, willfully deceiving or attempting to deceive other persons

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by making false, deceptive or misleading representations or material facts, by failing to disclose material facts, and by misappropriating customer funds in or in connection with orders to make, or the making of, contracts of sale of commodities for future delivery, made or to be made for or on behalf of any other person in violation of Section 4b(a) of the Act, 7 U.S.C. § 6b(a), and CFTC Regulation 1.1(b), 17 C.F.R. § 1.1(b); and

- b. offering to enter into, entering into, executing, confirming the execution of, or conducting business for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with a contract for the purchase or sale of a commodity for future delivery when: (1) such transactions have not been conducted on or subject to the rules of a board of trade designated as a contract market or derivative transaction execution facility by the CFTC for such commodity, and (2) such contracts have not been executed or consummated by or through a member of such contract market or derivatives transaction facility in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a).

IT IS FURTHER ORDERED THAT:

- 2. DeLesseppes is permanently restrained, enjoined, and prohibited from:
 - a. trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, as amended by the CFMA, 7 U.S.C. § 1a(29);

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- b. engaging in, controlling, or directing the trading of any futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise; and
- c. applying for registration, seeking exemption from registration, engaging in any activity requiring registration or exemption from registration, except as provided for in Section 4.14(a)(9) of the CFTC's Regulations, or acting in any capacity or affiliate in any way with any individual or entity that is registered, is required to be registered, or is exempt from registration with the CFTC, except as provided for in Section 4.14(a)(9) of the CFTC's Regulations, or is acting in any capacity requiring registration with the CFTC or exemption from registration, except as provided in Section 4.14(a)(9) of the CFTC's Regulations.

V.

FINAL MONETARY JUDGMENT

IT IS HEREBY FURTHER ORDERED:

A. Restitution

1. DeLesseppes is liable for restitution in the amount of \$333,769.31, plus pre- and post-judgment interest. DeLesseppes' restitution obligation will be reduced by any amount of restitution payments made by Defendant Lassen, whether made voluntarily or pursuant to order of this Court.

2. Pre-judgment interest will be determined by using the underpayment rate established quarterly by the Internal Revenue Service ("IRS") pursuant to 26 U.S.C. § 662(a)(2) from August 2001 to the date of this Order. Post-judgment

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1 interest will be determined by using the Treasury Bill rate prevailing on the date of
2 this Order pursuant to 28 U.S.C. § 1961(a).

3 3. The National Futures Association is designated as Monitor to oversee any
4 restitution payments made by DeLesseppes pursuant to this Order.

5 4. Any restitution payments by DeLesseppes will be by electronic funds
6 transfer, or by U.S. postal money order, certified check, bank cashier's check, or
7 bank money order, made payable to the National Futures Association and sent to
8 Vice President, Compliance; National Futures Association; 200 West Madison
9 Street; Chicago, IL 60606, under cover of a letter that identifies DeLesseppes and
10 the name and docket number of this proceeding. DeLesseppes will simultaneously
11 transmit a copy of the cover letter and the form of payment to the Monitor and to
12 the Director, Division of Enforcement, U.S. Commodity Futures Trading
13 Commission, 1155 21st Street, NW, Washington, DC 20581.

14 5. The Monitor will distribute funds obtained from DeLesseppes in an
15 equitable fashion as determined by the Monitor to all persons who gave funds,
16 either directly or indirectly, to Defendants as a result of their course of illegal
17 conduct alleged in the Complaint and any other investor upon sufficient proof of
18 his or her investment with DeLesseppes.

19 C. Civil Monetary Penalty

20 1. A civil monetary penalty ("CMP") is ordered against DeLesseppes in the
21 amount of \$240,000.

22 2. Any payments by DeLesseppes in satisfaction of her CMP obligation will
23 be by electronic funds transfer, or by U.S. postal money order, certified check,
24 bank cashier's check, or bank money order, made payable to the U.S. Commodity
25 Futures Trading Commission and sent to Dennese Posey, Division of Enforcement,

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1 Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st
2 Street, N.W., Washington, DC 20581, under cover of a letter that identifies
3 DeLesseppes and the name and docket number of this proceeding. DeLesseppes
4 will simultaneously transmit a copy of the cover letter and the form of payment to
5 the Monitor and to the Director, Division of Enforcement, U.S. Commodity
6 Futures Trading Commission, 1155 21st Street, NW, Washington, DC 20581.

7 C. Third-Party Beneficiaries

8 1. Pursuant to Fed. R. Civ. P. 71, the investors explicitly are made intended
9 third-party beneficiaries of this Order and may enforce obedience of this Order to
10 obtain satisfaction of any portion of the restitution obligation which has not been
11 paid by DeLesseppes, and to hold DeLesseppes in default and/or contempt for any
12 past violation of any provision of this Order.

13 VI.

14 OTHER PROVISIONS

15 **IT IS FURTHER ORDERED THAT:**

16 1. Jurisdiction of this Court: This Court shall retain jurisdiction of this
17 cause to assure compliance with this Order and for all other purposes related to this
18 action.

19 2. Waiver: The failure of any party to this Order or of any investor at any
20 time to require performance of any provision of this Order shall in no manner
21 affect the right of the party or investor to enforce the same or any other provision
22 of this Order at a later time. No waiver in one or more instances of the breach of
23 any provision contained in this Order shall be deemed or construed as a further or
24 continuing waiver of such breach or waiver of the breach of any other provision of
25 this Order.

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1 3. **Successors and Assigns:** This Order shall inure to the benefit of and be
2 binding upon the successors, assigns, heirs, beneficiaries, and administrators of all
3 parties to this Order.


4 4. **Acknowledgements:** Upon being served with a copy of this Order after
5 entry by this Court, DeLesseppes shall sign an acknowledgment of service and
6 serve the acknowledgment on this Court and the CFTC within seven (7) calendar
7 days.

8 Upon being served with a copy of this Order after entry by the Court, the
9 CFTC shall serve a copy of the Order upon the Monitor within seven (7) calendar
10 days.

11 5. **Invalidation:** If any provision, or the application of any provision of this
12 Order is held invalid, the remainder of this Order and the application of the
13 provision to any other person or circumstance shall not be affected by the holding.

14 6. **Integration:** This Order incorporates all of the terms and conditions of
15 the settlement of the parties to this Order. Nothing shall serve to amend or modify
16 this Order in any respect, unless (1) reduced to writing, (2) signed by all parties
17 hereto, and (3) approved by order of this Court.

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19 Done and Ordered this 19 day of May 2004, at
20 Los Angeles, California.

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23 **S. JAMES OTERO**
24 **UNITED STATES DISTRICT JUDGE**

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**Order Of Permanent Injunction And Other Equitable Relief Against
Defendant Paris DeLesseppes consented to and approved for entry by:**

Paris DeLesseppes

Paris DeLesseppes

Dated: January 9, 2004

Elizabeth Padgett

Elizabeth Padgett (*pro hac vice*)

Attorney for Plaintiff

U.S. Commodity Futures Trading Commission

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1155 21st Street, N.W.

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(202) 418-5401

(202) 418-5531 (facsimile)

April 4

Dated: January 6, 2004