

1 BERNARD J. BARRETT, State Bar No. 165869
LOUIS V. TRAEGER, State Bar No. 38714
2 MYRNA D. MORGANSTERN, State Bar No. 72011
COMMODITY FUTURES TRADING COMMISSION
3 10900 Wilshire Blvd., Suite 400
Los Angeles, CA 90024
4 Telephone: (310) 443-4700
Facsimile: (310) 443-4745
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**ORIGINAL
FILED**

APR - 2 2002

RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT CALIFORNIA

RECEIVED

APR - 1 2002

10 COMMODITY FUTURES TRADING
COMMISSION,

11 Plaintiff,

12 vs.

13 ABDULLA ALSAFARI, a/k/a VINCENT
ALSAFARI, a/k/a VICENTA ALSAFARI,
14 a/k/a VICENTA ALSAFARI,
INDIVIDUALLY AND d/b/a
15 YENTRADING.COM,

16 Defendants

Case No. C 00 3202 *SS*

RICHARD W. WIEKING
CLERK U.S. DISTRICT COURT,
NORTHERN DISTRICT OF CALIFORNIA

) CONSENT ORDER OF PERMANENT
) INJUNCTION AND OTHER EQUITABLE
) RELIEF AGAINST DEFENDANT
) ABDULLA ALSAFARI, a/k/a VINCENT
) ALSAFARI, a/k/a VICENTA ALSAFARI,
) a/k/a VICENTA ALSAFARI,
) INDIVIDUALLY AND d/b/a
) YENTRADING.COM; FINDINGS OF FACT

17
18 I

19 INTRODUCTION

20 Defendant Abdulla Alsafari a/k/a Vincent Alsafari, a/k/a Vicenta Alsafari, a/k/a Vicenta
21 Alsafari, individually and doing business as yentrading.com, having signed his Consent to this
22 Order of Permanent Injunction and Other Equitable Relief; Findings of Fact ("Order"), which
23 Consent has been filed with the Court and is incorporated herein by reference, the Court finds
24 that:

25 1. On September 6, 2000, plaintiff Commodity Futures Trading Commission
26 "Commission") filed a complaint against defendant Abdulla Alsafari a/k/a Vincent Alsafari,
27 a/k/a Vicenta Alsafari, a/k/a Vicenta Alsafari ("Alsafari"), individually and d/b/a
28 yentrading.com alleging violations of the Commodity Exchange Act ("Act"), as amended,

1 7 U.S.C. §§ 1 *et seq.* (1994), and the regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et*
2 *seq.* (1999). Pursuant to the agreement of Alsafari and the Commission, on September 6, 2000,
3 the Court granted the Commission's request for a Statutory and Temporary Restraining Order
4 and request for expedited discovery.

5 2. On January 23, 2001, this Court entered the parties' Stipulation to Preliminary
6 Injunction ("Preliminary Injunction") extending the injunctive relief imposed in the Statutory and
7 Temporary Restraining Order until the trial on the permanent injunction, currently set pursuant to
8 the Court's Order of August 13, 2001, for November 16, 2001.

9 3. To settle this action prior to a trial on the merits or further judicial proceedings,
10 Alsafari consents to this Consent Order Of Permanent Injunction And Other Equitable Relief;
11 Findings of Fact ("Order"). Alsafari also: (1) acknowledges service upon him of the summons
12 and complaint in this action; (2) admits this Court's personal and subject matter jurisdiction over
13 him and this action; (3) admits that venue properly lies with this District; and (4) waives the
14 entry of findings of fact and conclusions of law in this action pursuant to Fed. R. Civ. P. 52,
15 except as provided in Part II. below.

16 4. By consenting to the entry of this Order, Alsafari neither admits nor denies the
17 allegations of the Commission's complaint or the Findings contained in Part II. of this Order,
18 except as to jurisdiction and venue. However, Alsafari agrees and the parties to this Order
19 intend that the allegations of the Commission's complaint and all of the Findings of Fact made
20 by this Court and contained in Part II. of this Order shall be taken as true and correct and be
21 given preclusive effect without further proof only for the purposes of any subsequent bankruptcy
22 proceeding filed by, on behalf of, or against Alsafari for the purpose of determining whether his
23 restitution obligation and/or other payments ordered herein are excepted from discharge.
24 Alsafari also shall provide immediate notice of any bankruptcy proceeding filed by, on behalf of,
25 or against him in the manner required by Part V., paragraph 1 of this Order.

26 5. By neither admitting nor denying the allegations of the complaint or findings in
27 the Order, Alsafari agrees that: (1) he will not take any action or make or permit to be made any
28 public statement denying, directly or indirectly, any allegation in the complaint or finding

1 contained in this Order or creating, or tending to create, the impression that the complaint or this
2 Order is without a factual basis; and (2) no agent or employee of Alsafari acting under his
3 authority or control shall take any action or make or permit to be made any public statement
4 denying, directly or indirectly, any of the findings in this Order or creating, or tending to create,
5 the impression that this Order is without factual basis, and Alsafari shall undertake all steps
6 necessary to assure that all of his agents and employees understand and comply with this
7 agreement. Nothing in this provision affects Alsafari's: (1) testimonial obligations; or (2) right
8 to take legal positions in other proceedings to which the Commission is not a party.

9 6. Alsafari waives: (1) all claims that he may possess under the Equal Access to
10 Justice Act ("EAJA"), 5 U.S.C. § 504 and 28 U.S.C. § 2412, as amended by Pub. L. No. 104-
11 121, §§ 231-32, 110 Stat. 862-63, and Part 148 of the Commission's Regulations, 17 C.F.R.
12 §§ 148.1 *et seq.*, relating to or arising from this action and any right under EAJA to seek costs,
13 fees, and other expenses relating to or arising from this proceeding; (2) any claim of Double
14 Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any
15 order imposing a restitution obligation, civil monetary penalty or any other relief; and (3) all
16 rights of appeal from this Order.

17 7. Alsafari consents to the continued jurisdiction of this Court for the purpose of
18 enforcing the terms and conditions of this Order and for any other purposes relevant to this
19 action.

20 8. Alsafari affirms that he has read this Order and agrees to this Order voluntarily,
21 and that no promise or threat of any kind has been made by the Commission or any member,
22 officer, agent, or representative thereof, or by any other person, to induce his consent to this
23 Order, other than as set forth specifically herein.

24 9. This Court, being fully advised in the premises, finds that there is good cause for
25 the entry of this Order and that there is no just reason for delay. This Court therefore directs the
26 entry of Findings of Fact and the entry of a final order of permanent injunction and other
27 equitable relief, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein. This
28

1 Order fully disposes of all controverted issues between the Plaintiff Commission and the
2 Defendant in this action.

3 II.

4 FINDINGS OF FACT

5 10. Since at least January 1998 through the filing of the Commission's complaint, by
6 means of advertisements in one or more newspapers, Alsafari has solicited members of the public to
7 invest in a system purportedly enabling them to make profits trading futures contracts in Japanese
8 yen ("the System"). These advertisements, some of which were published in the San Francisco
9 Chronicle and San Francisco Examiner, include various guarantees of profits, such as \$900 in daily
10 profits, \$10,000 in monthly profits, or \$6,000 in monthly income with an investment of \$8,000.

11 11. On July 24, 1998, Alsafari registered his domain name, www.yentrading.com, and
12 thereafter advertised the system on the Internet. On September 23, 1999, Alsafari registered a
13 second domain name, www.currencytradingg.com, at which Alsafari published the same material
14 published at www.yentrading.com.

15 A. Fraudulent Representations that Alsafari Engaged in Trading His Own Account

16 12. From July 1998 through the filing of the Commission's complaint, Alsafari falsely
17 represented on his website that he was engaged in foreign currency futures trading in his own
18 account, including but not limited to the following representations:

19 (a) "This trading system is traded daily by the instructor [Alsafari], so all profits
20 and losses generated are from actual trades and NOT simulated representations...." [Emphasis in
21 text.]

22 (b) Monthly trading for the period between February 1998 through November
23 1998 resulted in profits of between \$10,913 and \$23,550, and such results were from "actual
24 trading."

25 (c) Daily and weekly trading for the period December 1998 through January
26 1999 and daily trading for April 6, 1999 resulted in gross profits of between \$87.50 and \$1,650 per
27 contract, and such results were "taken from the instructor's [Alsafari's] own trading day."

28 13. In addition, since January 1998 through the filing of the Commission's complaint,
Alsafari fraudulently represented during demonstrations of the System at his home and at various

1 hotels, and during telephone conversations with purchasers and prospective purchasers of the
2 System, that he was making actual profits trading pursuant to the System.

3 14. In fact, from at least January 1998 through the filing of the Commission's complaint,
4 including the time for which Alsafari reported profits based on the use of the System for trading in
5 his own account, Alsafari never made a single trade in any futures contract. Prior to that time, from
6 the opening of his own trading account with a deposit of \$3,500 in July 1997 through December
7 1997, Alsafari traded Swiss franc and Japanese yen futures contracts and lost all but \$337.50 of his
8 initial deposit.

9 B. Fraudulent Guarantees and Other Misrepresentations Concerning Trading Profits

10 15. On his website Alsafari guaranteed that purchasers of the System would make
11 money trading pursuant to the System, and otherwise misrepresented the likelihood and magnitude
12 of profits with limited risk from trading pursuant to the System, including but not limited to the
13 following misrepresentations:

14 (a) "Using this system, these profits [\$15,187 per month for a "beginning"
15 trader and \$50,625 per month for a "more advanced" trader] were and are being made, consistently
16 with currency day trading, month after month and day after day by people currency day trading the
17 Yen from their homes just like you ... guaranteed."

18 (b) "[D]aily profits are better than 90% of actual trades and losses are limited to
19 only \$62.50 per trade/contract."

20 (c) "Effective risk management has provided our students with a consistent 13:1
21 ratio of profit to loss, which means that for every 13 profitable trades, students encountered only 1
22 trade of limited losses ..."

23 16. In fact, none of Alsafari's clients has reported making profits trading Japanese yen
24 futures pursuant to the System, and Alsafari had no reasonable basis for any guarantees or claims of
25 profit or of limited risks in trading foreign currency futures contracts pursuant to his System.

26 C. Fraudulent Guarantees of Refunds to Purchasers and Misrepresentations that No
27 Purchaser Has Ever Requested a Refund

28 17. From January 1998 through the filing of the Commission's complaint, during
demonstrations of the System at his home, at various hotels, and during telephone conversations

1 with purchasers and prospective purchasers of the System, Alsafari guaranteed a refund of the
2 purchase price of \$3,500 if the purchaser of the System failed to trade profitably. From July 1998
3 through the filing of the Commission's complaint, Alsafari represented on his website that "if you
4 don't make money using this system...you get your money back. Guaranteed." [Ellipsis in text.]

5 18. Since January 1998, at least 26 individuals each paid \$3,500 or a portion thereof to
6 purchase the System or a portion thereof. Purchasers received a document signed by Alsafari
7 guaranteeing a full refund subject to certain conditions.

8 19. Alsafari referred purchasers of the System to various introducing brokers through
9 which purchasers have opened trading accounts and traded Japanese yen futures contracts using the
10 System.

11 20. Purchasers of the System were unable to profitably trade Japanese yen futures
12 contracts using the System, as guaranteed by Alsafari. In addition, at least one purchaser of the
13 System never received any materials in consideration for his \$3,500 purchase.

14 21. As a result of their trading losses or failure to receive materials, at least 10
15 purchasers of the System requested a refund of their \$3,500 purchase price in accordance with the
16 guarantee made by Alsafari.

17 22. Although Alsafari promised a refund of the \$3,500 purchase price to every
18 purchaser, Alsafari failed, with one exception, to refund the entire purchase price to the purchasers
19 who requested a refund.

20 23. Despite the requests for refunds made by purchasers of the System, Alsafari has
21 represented on his website from July 1998 through the filing of the Commission's complaint that he
22 never received a request for a refund from any purchaser of the System.

23 III.

24 PERMANENT INJUNCTION

25 24. **IT IS HEREBY ORDERED** that defendant Alsafari is permanently enjoined and
26 restrained from directly or indirectly:

- 27 a. violating Sections 4b(a)(i) and (iii), 7 U.S.C. § 6b(a)(i) and (iii), by, in or
28 in connection with any order to make, or the making of any contract of

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sale of any commodity for future delivery (including but not limited to foreign currencies), made, or to be made, for or on behalf of any other person if such contract for future delivery is or may be used for (A) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or (B) determining the price basis of any transaction in interstate commodity in such commodity, or (C) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof—

cheating or defrauding or attempting to cheat or defraud other persons; or willfully making or causing to be made to other persons false reports or statements thereof or willfully deceiving or attempting to deceive other persons;

b. violating Section 40(1) of the Act, 7 U.S.C. § 60(1), while acting as a commodity trading advisor, and by use of the mails or other instrumentalities of interstate commerce, directly or indirectly, employing devices, schemes or artifices to defraud customers, or engaging in transactions, practices, or courses of business conduct which operate as a fraud or deceit upon customers;

c. violating Section 4.41(a) of the Regulations, 17 C.F.R. § 4.41(a) (2000), by advertising in a manner which: (1) employs a device, scheme or artifice to defraud participants or clients or prospective participants or clients; or (2) involves any transaction, practice or course of business which operates as a fraud or deceit upon participants or clients or prospective participants or clients.

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

IV.

ORDER FOR PAYMENT OF RESTITUTION AND CONTINGENT CIVIL MONETARY PENALTIES

25. IT IS FURTHER ORDERED, ADJUDGED, AND DECREED THAT Plaintiff is awarded judgment against Defendant Alsafari for restitution of customer funds in the amount of \$60,425.68 ("Restitution Obligation"), which includes a principal amount of \$55,000 plus prejudgment interest in the amount of \$5,425.68 as of September 28, 2001. Post-judgment interest shall accrue on the Restitution Obligation at the rate provided for by 28 U.S.C. § 1961, assessed pursuant to Part IV., Paragraph 31 below of the payment plan.

26. The persons to whom restitution shall be made ("Customers") are identified in the list of customers filed concurrently herewith under seal and incorporated herein by reference as "Exhibit A", which includes the names and last known addresses of the customers identified to date who are owed restitution. Exhibit A includes the Commission's calculation of the total amount of restitution owed each customer, based in part upon information obtained by the Commission from Alsafari and from other sources. Omission from Exhibit A shall in no way limit the ability of any customer to seek recovery from Alsafari or any other person or entity. Further, the amounts contained in Exhibit A shall not limit the ability of any customer from proving in a separate proceeding that a greater amount is owed from Alsafari, and nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under state or common law.

27. 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 required by this Order.

1 28. Defendant Alsafari shall pay the Restitution Obligation as follows: an annual
 2 payment to an account designated by the Monitor on or before July 31 of each calendar year (the
 3 "Annual Payment"), beginning in calendar year 2002 and continuing for ten years (or until
 4 restitution is paid in full, if that happens first). At the end of the ten-year payment period,
 5 Defendant's only remaining restitution obligation shall be pursuant to Part IV., paragraph 25.
 6 The amount of Defendant's Annual Payment shall consist of a portion of: (1) his adjusted gross
 7 income (as defined by the Internal Revenue Code) earned or received by Defendant during the
 8 preceding calendar year, plus (2) all other net cash receipts, net cash entitlements or net
 9 proceeds of non-cash assets received by Defendant during the preceding calendar year. The
 10 Annual Payment will be determined as follows:

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

25 29. Such funds shall be distributed as restitution payments to the customers in the
 26 amounts calculated by the Monitor unless, at its sole discretion, based upon the amount of funds
 27 available for distribution, the Monitor decides to defer distribution. If, at the end of the ten-year
 28 period, any part of the Annual Payments has not been distributed, the Monitor shall either distribute

1 the funds in the account or make a recommendation to the Commission that the funds instead
2 become a civil monetary penalty pursuant to Section 6(c) of the Act. In the event the Commission
3 rejects the Monitor's recommendation, the funds shall be distributed as restitution.

4 30. Alsafari shall provide to the Monitor complete copies of his signed income tax
5 returns filed with the Internal Revenue Service ("IRS"), all IRS 1099 forms, and all other schedules
6 and attachments (e.g., IRS Form W-2), as well as any filings he is required to submit to any state tax
7 or revenue authority, on or before June 30 of each calendar year, commencing with June 30, 2002
8 and ending on June 30, 2011. If, during the same time period, Alsafari elects to file a joint tax
9 return, he shall provide all documents called for by this Paragraph 30, including the signed and
10 filed joint tax return, plus a draft individual tax return prepared on IRS Form 1040 containing a
11 certification by a licensed certified public accountant that the "Income" section (currently lines 7-
12 22 of Form 1040) truly, accurately and completely reflects all of the Alsafari's income, that the
13 "Adjusted Gross Income" section truly, accurately and completely identifies all deductions that
14 Alsafari has a right to claim, and that the deductions contained in the "Adjusted Gross Income"
15 section are equal to or less than 50% of the deductions that Alsafari is entitled to claim on the
16 joint tax return; provided, however, that Alsafari may claim 100% of the deductions contained in
17 the "Adjusted Gross Income" section that are solely his. Such individual tax return shall include
18 all schedules and attachments thereto (e.g., IRS Forms W-2) and Forms 1099, as well as any
19 filings required to be submitted to any state tax or revenue authority. If Defendant does not file a
20 return, he shall provide his sworn financial statement on June 30 and December 31 of each calendar
21 year, starting on December 31, 2002 and continuing through and including June 30, 2012. The
22 financial statements shall provide:

- 23 a. A true and complete itemization of all of Defendant's rights, title and interest
24 (or claimed in) any asset, wherever, however and by whomever held;
- 25 b. An itemization, description and explanation of all transfers of assets with a value of
26 \$1,000 or more made by or on behalf of Defendant over the preceding six-month
27 interval; and
- 28 c. A detailed description of the source and amount of all of Defendant's income or
 earnings, however generated.

1 31. Based on the information contained in Alsafari's tax returns (and, to the extent
2 they are provided, his sworn financial statements) and further instructions to be issued by this
3 Court regarding the method of calculating distribution of any funds to Customers, the Monitor
4 shall calculate the Annual Payment to be paid by Defendant for that year and the specific
5 amounts payable to each of the Customers. If the Monitor determines that an Annual Restitution
6 Payment is due, then the Monitor will increase the amount of the remaining restitution payments
7 by post-judgment interest calculated to the date of payment based on the total remaining
8 obligation pursuant to 28 U.S.C. §1961. On or before July 31 of each year, the Monitor shall
9 send written notice to Defendant with instructions to immediately pay the Annual Payment to the
10 Monitor.

11 32. Alsafari shall immediately notify the Commission and the Monitor if he makes or
12 has previously made any agreement with any Customers obligating any payments to that
13 Customer outside of the plan set forth in this Order. Alsafari shall also provide immediate
14 evidence of any such agreement, and evidence of any payments made pursuant to such
15 agreements, in the manner required by Part V., paragraph 39.

16 33. Defendant shall cooperate fully with the Monitor and the Commission in explaining
17 Defendant's financial income and earnings, status of assets, financial statements, asset transfers and
18 tax returns, and shall provide such additional information and documents with respect thereto as
19 may be requested by the Monitor or the Commission. Defendant shall also cooperate fully and
20 expeditiously with the Monitor and the Commission in carrying out all other aspects of his
21 obligations described in this Order.

22 34. Defendant shall not transfer or cause others to transfer funds or other property to the
23 custody, possession, or control of any member of his family or any other person for the purpose of
24 concealing such funds or property from the Court, the Monitor or the Commission.

25 35. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each Customer is
26 explicitly deemed an intended third-party beneficiary of this Order, such that each Customer may
27 seek to enforce any part of Defendant's Restitution Obligation imposed by the Order that is not
28 satisfied at the end of the operation of the ten-year payment plan set forth in Paragraphs 25 through

1 29, to ensure continued compliance with any provision of this Order and to hold Defendant in
2 contempt for past violations of any provision of this Order.

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

- 6 a. an order requiring immediate payment of any unpaid Annual Restitution
7 Payments, or, at the Commission's option, the entire unpaid balance, or
8 any unpaid portion, of the restitution amount set forth above in paragraphs
9 25 through 29 above and a civil monetary penalty; and/or
10
11 b. move the Court for imposition of all other available remedies, including,
12 but not limited to, an order holding Defendant in contempt for violation of
13 this Order.
14

15 37. Upon the occurrence of an Event of Default based upon a claim or cause of action
16 that Defendant failed to make any Annual Restitution Payments when due, Defendant will be
17 barred from asserting any defense, including expiration of any statute of limitations, waiver,
18 estoppel or laches, where such defense is based on the alleged failure of the Commission to
19 pursue such claims or causes of action during the pendency of this civil action, during the
20 negotiation of the Defendant's Consent to this Order or while this Order remains in effect. The
21 only issue that Defendant may raise in defense is whether he has made the Annual Restitution
22 Payments as directed by the Monitor. Any motion by the Commission for entry of an order
23 pursuant to this paragraph requiring payment of less than the full amount of the Restitution
24 Obligation, set forth in paragraph 25 through 29 above, or any acceptance by the Commission of
25 partial payment of the Annual Restitution Payments made by the Defendant, shall not be deemed
26 a waiver of the Commission's right to require Defendant to make further payments pursuant to
27 the payment plans set forth above, or, in the event of a further Event of Default, a waiver of the
28 Commission's right to require immediate payment of the entire remaining balance, or any unpaid

1 portion, of the Restitution Obligation set forth in paragraph 25 through 29 above. and civil
2 monetary penalty.

3 38. Based upon Defendant's representations in his Financial Disclosure Statement and
4 other evidence provided by Defendant to the Commission regarding his financial condition, the
5 Court is not ordering payment of restitution and a civil monetary penalty other than as required by
6 paragraphs 25 through 37 above. This determination is contingent upon the accuracy and
7 completeness of Defendant's Financial Disclosure Statement, other evidence provided by Defendant
8 regarding his financial condition, and other information provided to the Commission. If at any time
9 following the entry of this Order, the Commission obtains information indicating that Defendant's
10 representations to the Commission concerning his financial condition or accounting were
11 fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such
12 representations were made, the Commission may move this Court for an order requiring Defendant
13 to make immediate payment of his entire Restitution Obligation and a civil monetary penalty, or of
14 any portion thereof, the amount of which shall be determined by the Commission. In connection
15 with any such motion, the only issues shall be whether the financial information provided by
16 Defendant was fraudulent, misleading, inaccurate or incomplete in any material respect as of the
17 time such representations were made. In its motion, the Commission may move this Court to
18 consider all available remedies, including, but not limited to, ordering Defendant to pay funds or
19 transfer assets or directing the forfeiture of any assets, and the Commission may also request
20 additional discovery. Defendant may not, by way of defense to such motion, challenge the validity
21 of their Consent or this Order, or contest any of the Findings of Fact set forth in this Order, assert
22 that payment of restitution and/or a civil monetary penalty should not be ordered, or contest the
23 amount of the restitution to be paid. If in such motion, the Commission moves for, and the Court
24 orders, payment of less than the full amount of the Restitution Obligation or the full amount of civil
25 monetary penalty, such motion will not be deemed a waiver of the Commission's right to require
26 Defendant to make further payment pursuant to the payment plans set forth above.

27
28 V.

OTHER PROVISIONS

39. IT IS FURTHER ORDERED THAT:

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

Regional Counsel

Commodity Futures Trading Commission

10900 Wilshire Blvd. Suite 400

Los Angeles, CA 90024

b. **Notice to Monitor:**

Vice President, Compliance

National Futures Association

200 West Madison Street

Chicago, IL 60606

c. **Notice to Defendant Alsafari:**

Abdulla Alsafari

201 Huron Avenue

San Mateo, CA 94401-1218

1 40. In the event that Alsafari changes his residential or business telephone number(s)
2 and/or address(es) at any time, he shall provide written notice of the new number(s) and/or
3 address(es) to the Monitor and to the Commission within ten (10) calendar days thereof.

4 41. This Order incorporates all of the terms and conditions of the settlement among
5 the parties hereto. Nothing shall serve to amend or modify this Order in any respect whatsoever,
6 unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this
7 Court.

8 42. The failure of any party hereto or of any customer at any time or times to require
9 performance of any provision hereof shall in no manner affect the right of such party at a later
10 time to enforce the same or any other provision of this Order. No waiver in one or more
11 instances of the breach of any provision contained in this Order shall be deemed to be or
12 construed as a further or continuing waiver of such breach or waiver of the breach of any other
13 provision of this Order.

14 43. This Order shall inure to the benefit of and be binding upon the successors,
15 assigns, heirs, beneficiaries, and administrators of the parties hereto.

16 44. Upon being served with copies of this Order after entry by this Court, Alsafari
17 shall sign an acknowledgment of such service and serve such acknowledgment on this Court and
18 the Commission within seven (7) calendar days. Upon being served with copies of this Order
19 after entry by the Court, the Commission shall serve a copy of the Order upon the Monitor and
20 all persons identified in Exhibit A within seven (7) calendar days.

21 45. If any provision of this Order or the application of any provisions or
22 circumstances is held invalid, the remainder of this Order and the application of the provision to
23 any other person or circumstance shall not be affected by the holding.

24 //

25 //

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

3 APR X1 2002

4 Done and ordered this _____ day of _____ 2001, at San Francisco, California.

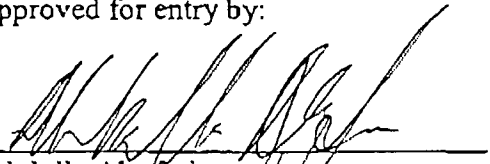
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6 **SUSAN ILLSTON**

7 Susan Illston

8 UNITED STATES DISTRICT JUDGE

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11 Consented to and

12 approved for entry by:

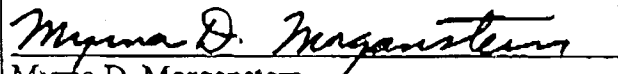
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14 Abdulla Alsafari

15 In Propria Persona

16 Dated: 01-05, 2002

17
18 Reviewed and approved by:

19 

20 Myrna D. Morganstern

21 Attorney for Plaintiff Commodity Futures Trading Commission

22 Dated: December 10, 2001

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PROOF OF SERVICE

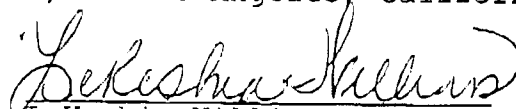
I certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, not a party to the above-entitled action, and am employed in the office of a member of the Bar of this Court at whose direction the service was made. My business address is 10900 Wilshire Boulevard, Suite 400, Los Angeles, California 90024.

On March 29, 2002, I served a true copy of **CONSENT ORDER OF PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF AGAINST DEFENDANT ABDULLA ALSAFARI, a/k/a VINCENT ALSAFARI, a/k/a VICENTA ALSAFARI, a/k/a VICENTA ALSAFARI, INDIVIDUALLY AND d/b/a YENTRADING.COM; FINDINGS OF FACT** by sending it via FEDERAL EXPRESS in a sealed envelope with all fees fully prepaid to the following:

Abdulla Alsafari
222 Judson Avenue
San Francisco, CA 94112.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 29, 2002, at Los Angeles, California.


LeKeshia Williams