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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

COMMODITY FUTURES TRADING  
COMMISSION,  
  
Plaintiff,  
  
vs.  
  
ALLIANCE DEVELOPMENT COMPANY,  
WILLIAM SNYDER, and CHRISTI WILSON,  
  
Defendants.

) Case No.: 3:06-cv-00512-LHR-RAM  
)  
) Consent Order for Permanent Injunction, Civil  
) Monetary Penalties, and Equitable Relief  
) against Defendants

**INTRODUCTION**

On September 28, 2006, Plaintiff Commodity Futures Trading Commission (Commission or Plaintiff) filed its Complaint for Permanent Injunction, Civil Monetary Penalties, and Other Equitable Relief (Complaint) in the above-captioned action against Alliance Development Company (Alliance), William Snyder (Snyder), and Christi Wilson (Wilson) (collectively, Defendants), in which the Commission sought injunctive and other equitable relief for violations of the Commodity Exchange Act, as amended (the Act), 7 U.S.C. §§ 1 *et seq.* (2002), and the Commission's Regulations (Regulations) promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq.* (2007). The Court entered a Statutory Restraining Order on October 3, 2006 and a Consent Order of Preliminary Injunction against Defendants on October 27, 2006.

**I.**

**CONSENTS AND AGREEMENTS**

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

1 1. Defendants agree to entry of this Consent Order for Permanent Injunction, Civil  
2 Monetary Penalties, and Equitable Relief Against Defendants (Consent Order);

3 2. Defendants affirm that they have agreed to this Consent Order voluntarily and that  
4 no promise or threat has been made by the Commission or any member, officer, agent, or  
5 representative thereof, or by any other person, to induce consent to this Consent Order, other  
6 than as set forth specifically herein;

7 3. Defendants acknowledge proper service of the Summonses and Complaint;

8 4. Defendants admit the jurisdiction of this Court over them and the subject matter  
9 of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002);

10 5. Defendants admit that venue properly lies with this Court pursuant to Section 6c  
11 of the Act, 7 U.S.C. § 13a-1 (2002);

12 6. Defendants waive:

13 a. all claims that they may possess under the Equal Access to Justice Act  
14 (EAJA), 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), relating to or arising from  
15 this action and any right under EAJA to seek costs, fees, and other expenses relating to or  
16 arising from this action;

17 b. any claim that they may possess under the Small Business Regulatory  
18 Enforcement Fairness Act, 1996 HR 3136, Pub. L. 104-121, §§ 231-232, 110 Stat. 862-  
19 63 (Mar. 29, 1996), relating to or arising from this action;

20 c. any claim of Double Jeopardy based upon the institution of this  
21 proceeding or the entry in this proceeding of any order imposing a civil monetary penalty  
22 or any other relief; and

23 d. all rights of appeal from this action;  
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1 7. Defendants consent to the continued jurisdiction of this Court for the purpose of  
2 enforcing the terms and conditions of this Consent Order and for any other purposes relevant to  
3 this case, even if Defendants now or in the future reside outside the District of Nevada;

4 8. Defendants agree that neither Defendants nor any of their agents, employees,  
5 contractors, representatives or attorneys shall take any action or make any public statement  
6 denying, directly or indirectly, any allegations in the Complaint or Findings of Fact and  
7 Conclusions of Law in this Consent Order, or creating or tending to create the impression that  
8 the Complaint or this Consent Order are without factual basis; provided, however, that nothing in  
9 this provision shall affect Defendants': i) testimonial obligations; or ii) right to take legal  
10 positions in other proceedings to which the Commission is not a party. Defendants shall  
11 undertake all steps necessary to assure that all their agents, employees, contractors,  
12 representatives or attorneys under their authority and/or actual or constructive control understand  
13 and comply with this agreement;  
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15 9. In consenting to the entry of this Consent Order, Defendant Wilson neither admits  
16 nor denies the allegations of the Complaint or the Findings of Fact and Conclusions of Law  
17 contained in this Consent Order, except as to jurisdiction and venue, which she admits.  
18 Defendants Alliance and Snyder admit the allegations of the Complaint and the Findings of Fact  
19 and Conclusions of Law contained in this Consent Order. Further, Snyder admits and takes full  
20 responsibility for his wrongdoing. Accordingly, pursuant to Section IV of this Consent Order,  
21 Snyder will pay back all defrauded pool participants and will pay all civil monetary penalties.  
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23 10. Defendants agree and intend that all of the allegations of the Complaint and all of  
24 the Findings of Fact and Conclusions of Law made by this Court and contained in Part II of this  
25 Consent Order shall be taken as true and correct and be given preclusive effect, without further  
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1 proof, in the course of (1) any current or subsequent bankruptcy proceeding filed by, on behalf  
2 of, or against any Defendant; (2) a proceeding to enforce this Consent Order; and (3) any  
3 proceeding pursuant to Section 8a of the Act, 7 U.S.C. § 12a(1), and/or Part 3 of the Regulations,  
4 17 C.F.R. § 3; and

5 11. Each Defendant shall provide the Commission with immediate notice of any  
6 bankruptcy filed by, on behalf of, or against that Defendant and shall provide immediate notice  
7 of any change of address, phone number, or contact information in the manner required by  
8 Part V of this Consent Order.  
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10 **II.**

11 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

12 The Court, being fully advised in the premises, finds that there is good cause for the entry  
13 of this Consent Order and that there is no just reason for delay. The Court therefore directs the  
14 entry of the following Findings of Fact and Conclusions of Law.

15 **A. Findings of Fact**

16 **The Parties**

17 12. The **Commodity Futures Trading Commission** is an independent federal  
18 regulatory agency that is charged with responsibility for administering and enforcing the  
19 provisions of the Act and the Regulations.  
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21 13. **Alliance Development Company** is a Nevada corporation with its principal place  
22 of business in Reno, Nevada. Alliance, through several fictitious entities, conducted business as  
23 a Commodity Pool Operator (CPO). Alliance has never been registered with the Commission in  
24 any capacity.  
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1           14.     **William Snyder** is an individual with a last known address in Issaquah,  
2 Washington. Snyder, Defendant Wilson's father, has been Alliance's president, secretary,  
3 treasurer and director since approximately January 2006. Snyder also used the fictitious entities  
4 Oceans, Inc. (Oceans) and Verada Wealth Unification (Verada) to conduct business as a CPO.  
5 Snyder has never been registered with the Commission in any capacity.

6           15.     **Christi Wilson** resides in Reno, Nevada. Wilson, Defendant Snyder's daughter,  
7 was Defendant Alliance's president, secretary, and treasurer from 2004 to approximately January  
8 2006. Wilson has never been registered with the Commission in any capacity.

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10           **The Alliance Pools**

11           16.     Alliance, through several sham companies including Millennium InterSphere  
12 (Millennium), HRC World Fund (HRC) and Titan World 4 Capital (Titan), solicited others to  
13 invest in several commodity pools (collectively, Alliance Pools).

14           17.     From 2004 to 2006 (the relevant period) Alliance, through the Alliance Pools,  
15 engaged in a business that was in the nature of a syndicate or investment trust and solicited,  
16 accepted and received funds from others for the purpose of trading, among other things,  
17 commodity futures contracts. None of the Alliance Pools was incorporated or otherwise  
18 organized as legally separate entities from Alliance. Further, there have never been bank  
19 accounts in the names of any of the Alliance Pools.

20           18.     Snyder was associated with Alliance as a partner, officer, employee, consultant,  
21 or agent in a capacity that involved the solicitation of funds, securities or property for  
22 participation in a commodity pool. As such, Snyder was an Associated Person (AP) of Alliance.  
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1 19. Snyder used the fictitious entity Millennium to solicit members of the general  
2 public to invest in the following Alliance Pools: Millennium Stellar Plan, Millennium Heirarchy  
3 Plan, Millennium InterVenture, and Millennium Private Joint Venture.

4 20. Snyder used the fictitious entity HRC to solicit members of the general public to  
5 invest in the following Alliance Pool: HRC Aggressive World Fund.

6 21. Snyder used the fictitious entity Titan to solicit members of the general public to  
7 invest in the following Alliance Pools: Titan World-4 Capital Fund and Titan Chase-Titan-2  
8 Global Fund.

9 22. Alliance, through Snyder using the aliases Ozzie Butler, Bob Siden, and John  
10 Wellmond, solicited over 50 members of the general public to invest in the Alliance Pools.

11 23. Wilson, as the sole officer of Alliance, opened several bank accounts in Alliance's  
12 name. Wilson opened a bank account in Alliance's name at U.S. Bank in 2005, was the signatory  
13 on this account, and made transactions in this account. Wilson also opened a bank account in  
14 Alliance's name at Nevada State Bank in 2005, was a signatory on this account, and made  
15 transactions in this account. Wilson also opened a bank account in Alliance's name at Wells  
16 Fargo Bank, N.A. in 2004, was the signatory on this account, and made transactions in this  
17 account. Further, Wilson opened a bank account in Alliance's name at Bank of America N.A. in  
18 2004, was the signatory on this account, and made transactions in this account. Wilson wrote  
19 checks to herself from these accounts in the amount of at least \$140,000.

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22 **The Verada Pools**

23 24. Snyder, through the sham companies Oceans and Verada, solicited members of  
24 the general public to invest in the Verada World V Venture and Verada-Galaxy Venture Fund  
25 commodity pools (collectively the Verada Pools).  
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1           25.     During the relevant period Snyder, doing business as Oceans and through the  
2 Verada Pools, engaged in a business that was in the nature of a syndicate or investment trust and  
3 solicited, accepted, and received funds from others for the purpose of trading, among other  
4 things, commodity futures contracts.

5           26.     Snyder used the alias David K. Anthony to solicit over 50 members of the general  
6 public to invest in the Verada Pools.

7           27.     Snyder opened a bank account in Oceans's name at Charles Schwab in 2005 and  
8 made transactions in this account

9           28.     None of the Verada Pools was incorporated or otherwise organized as legally  
10 separate entities from Snyder. Further, there have never been bank accounts in the names of any  
11 of the Verada Pools.  
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13           **Snyder's Material Misrepresentations and Omissions to Pool Participants**

14           29.     Snyder made use of the mails, telephone, and facsimile to solicit members of the  
15 general public to invest in the Alliance Pools and Verada Pools.

16           30.     Snyder created the solicitation and promotional materials for the Alliance Pools  
17 and Verada Pools and sent (via facsimile or otherwise) these solicitation materials to others. The  
18 solicitation materials for the Alliance Pools and Verada Pools contained false statements, and  
19 Snyder knew, at the time he provided the materials to Alliance Pool and Verada Pool participants  
20 and prospective participants, that the solicitation materials for the Alliance Pools and Verada  
21 Pools contained false statements.  
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23           31.     The Alliance Pool and Verada Pool solicitation and promotional materials  
24 represented that pool participants would earn monthly returns of 15% or greater. At the time he  
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1 made this representation, Snyder knew it was false and that he had no basis for representing that  
2 pool participants and prospective pool participants would earn this type of return.

3 32. Snyder misrepresented to Alliance Pool and Verada Pool participants that their  
4 funds would be invested in futures, options, foreign currency or stocks for the benefit of Alliance  
5 Pool and Verada Pool participants. In reality, pool participants' funds were never invested in  
6 futures, options, foreign currency or stocks but were used instead to fund, among other things,  
7 Snyder's extravagant lifestyle.

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9 33. Snyder omitted to tell Alliance Pool and Verada Pool participants that there is  
10 significant risk inherent in trading futures. In addition, Snyder failed to provide Alliance Pool  
11 and Verada Pool participants with the pool disclosure documents that are required by the  
12 Regulations.

13 34. Snyder believed, at the time that they were made, that the false statements in the  
14 solicitation materials for the Alliance Pools and Verada Pools would have been material to  
15 Alliance Pool and Verada Pool participants' and prospective participants' decisions to invest.

16 **Snyder Sends False Account Statements**

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18 35. Alliance (through Snyder) sent (via facsimile or otherwise) a fake Velocity  
19 Futures account statement to at least two Alliance Pool participants in July 2005. Snyder knew,  
20 at the time he sent it, that the Velocity Futures account statement was fake and contained false  
21 trading and profit information.

22 36. Snyder, using the email address naztrader@mutemail.com, e-mailed an Alliance  
23 Pool participant an account statement on July 13, 2005 that Snyder knew contained false trading  
24 information.  
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1                   **Misappropriation and Commingling of Pool Participants' Funds**

2           37.     Snyder directed or caused Alliance Pool and Verada Pool participants to deposit a  
3 combined total of at least \$550,000 into Alliance and Oceans accounts. Wilson received at least  
4 \$220,000 of these funds.

5           38.     Snyder used most of Alliance Pool and Verada Pool participants' funds to pay  
6 Snyder's and Wilson's personal expenses.

7           39.     The accounts into which the Alliance Pool and Verada Pool participants' monies  
8 were deposited contained moneys from other persons and entities who were not Alliance Pool or  
9 Verada Pool participants.  
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11          40.     No Alliance Pool or Verada Pool Participant has received back any of his or her  
12 investment.

13           **B.     Conclusions of Law**

14                   **Jurisdiction and Venue**

15          41.     This Court has subject matter jurisdiction over this action and the allegations in  
16 the Complaint pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.

17          42.     This Court has personal jurisdiction over Defendants pursuant to Section 6c of the  
18 Act, 7 U.S.C. § 13a-1.

19          43.     Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C.  
20 § 13a-1, because during the time of the acts complained of, Defendants resided in and transacted  
21 business in the District of Nevada.  
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**Regulatory Background**

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44. Section 4b(a)(2) of the Act, 7 U.S.C. § 6c(b), makes it unlawful for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, 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 commerce in such commodity, or (C) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof—(i) to cheat or defraud or attempt to cheat or defraud such other person; (ii) willfully to make or cause to be made to such other person any false report or statement thereof, or willfully enter or cause to be entered for such person any false record thereof; (iii) willfully to deceive or attempt to deceive such other person by any means whatsoever in regard to any such order or contract or disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such person.

45. Section 1a(5) of the Act, 7 U.S.C. § 1a(5), defines a CPO as any person engaged in a business that is of the nature of an investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property . . . for the purpose of trading in any commodity for future delivery on or subject to the rules of any contract market or derivatives transaction execution facility.

46. Section 4o(1) of the Act, 7 U.S.C. § 6o(1), prohibits CPOs and APs of CPOs from using the mails or any other means of interstate commerce to:

(A) employ any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or

(B) engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant.

1 47. Section 4m(1) of the Act, 7 U.S.C. § 6m(1), provides that it is unlawful for any  
2 CPO, unless registered under the Act, to make use of the mails or any means or instrumentality of  
3 interstate commerce in connection with his business as a CPO.

4 48. Section 4k(2) of the Act, 7 U.S.C. § 6k(2), makes it unlawful  
5 for any person to be associated with a [CPO] as a partner, officer,  
6 employee, consultant or agent . . . in any capacity that involves (i)  
7 the solicitation of funds, securities or property for participation in a  
8 commodity pool or (ii) the supervision of any person or persons so  
9 engaged, unless such person is registered with the Commission . . .  
10 as an associated person of such [CPO] . . . . It shall be unlawful for  
11 a [CPO] to permit such a person to become or remain associated  
12 with the [CPO] in any such capacity if the [CPO] knew or should  
13 have known that such person was not so registered . . .

14 49. Regulation 4.41(a), 17 C.F.R. § 44.1(a), makes it unlawful for any CPO or  
15 principal of a CPO to advertise in a manner that:

16 (1) Employs any device, scheme or artifice to defraud any participant or client or  
17 prospective participant or client; or

18 (2) Involves any transaction, practice, or course of business which operates as a  
19 fraud or deceit upon any participant or client or any prospective participant or  
20 client.

21 50. Regulations 4.20(a) and (c), 17 C.F.R. §§ 4.20 (a) and (c), requires a CPO to  
22 operate its pool as an entity cognizable as a legal entity separate from that of the pool and  
23 prohibits a CPO from commingling the property of a pool with the property of any other person.

24 51. Regulation 4.21, 17 C.F.R. § 4.21, provides that "each commodity pool operator  
25 registered or required to be registered under the Act must deliver or cause to be delivered to a  
26 prospective participant in a pool that it operates or intends to operate a Disclosure Document for  
the pool prepared in accordance with §§ 4.24 and 4.25" of the Regulations.

**Defendants Violated the Act and Regulations**

52. Alliance was a CPO for the Alliance Pools.

1 53. Snyder (doing business as Oceans) was a CPO for the Verada Pools.

2 54. During the relevant period, Alliance and Snyder violated Sections 4b(a)(2)(i)-(iii)  
3 of the Act in that, in connection with orders to make, or the making of contracts of sale of  
4 commodities for future delivery, Alliance and Snyder misappropriated Alliance Pool and Verada  
5 Pool participants' funds, made materially false representations and omissions regarding the profits  
6 pool participants and prospective pool participants would achieve by trading futures, failed to  
7 disclose the risks inherent in such trading, and provided false account statements to pool  
8 participants. Alliance and Snyder engaged in this conduct with scienter.  
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10 55. During the relevant period, Alliance and Snyder violated Section 4o(1) of the Act  
11 in that they employed a device, scheme or artifice to defraud pool participants and prospective  
12 pool participants or engaged in a transaction, practice or course of business knowingly which  
13 operated as a fraud or deceit upon Alliance Pool and Verada Pool participants and prospective  
14 pool participants by: 1) misappropriating Alliance Pool and Verada Pool participants' funds;  
15 (2) making materially false representations and omissions regarding the profits Alliance Pool and  
16 Verada Pool participants and prospective pool participants would achieve by trading futures; and  
17 (3) failing to disclose the risks inherent in such trading.  
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19 56. During the relevant period, Alliance and Snyder violated Regulation 4.41(a) in  
20 that they made material misrepresentations in their solicitation materials, knowingly or which  
21 operated as a fraud or deceit, while soliciting prospective pool participants.

22 57. During the relevant period, Alliance and Snyder violated Section 4m(1) of the Act  
23 in that they used the mails or instrumentalities of interstate commerce, including faxes, in or in  
24 connection with their businesses as CPOs, while failing to register as CPOs. During the relevant  
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1 period, neither Alliance nor Snyder qualified for a registration exemption under either the Act or  
2 Regulations.

3 58. During the relevant period, Snyder violated Section 4k(2) of the Act by soliciting  
4 funds for participation in Alliance pools while he was not registered as an AP of Alliance.

5 During the same time period, Alliance also violated Section 4k(2) of the Act by permitting  
6 Snyder to become and remain associated with Alliance when it knew or should have known that  
7 Snyder was not registered as an AP of Alliance.

8 59. During the relevant period, Alliance and Snyder violated Regulations 4.20(a) and  
9 (c) in that they never established separate pool entities or accounts in the names of their various  
10 pools and commingled pool property with the property of other persons.

11 60. During the relevant period, Alliance and Snyder violated Regulation 4.21 in that  
12 they failed to provide the required pool Disclosure Documents to prospective Alliance Pool and  
13 Verada Pool participants.

14 61. The foregoing acts, omissions, and failures of Alliance's employees, including but  
15 not limited to Snyder, occurred within the scope of their employment with Alliance; therefore,  
16 Alliance is liable for these acts, omissions, and failures pursuant to Section 2(a)(1)(B) of the Act,  
17 7 U.S.C. § 2(a)(1)(B).

18 62. During the relevant period, Snyder directly or indirectly controlled the actions of  
19 Alliance and did not act in good faith or knowingly induced, directly or indirectly, the acts  
20 constituting violations of Sections 4b(a)(2)(i)-(iii), 4o(1), 4m(1), and 4k(2) of the Act, 7 U.S.C.  
21 §§ 6b(a)(2)(i)-(iii), 6o(1), 6m(1), 6k(2), and Regulations 4.41, 4.20(a) and (c), and 4.21, 17  
22 C.F.R. §§ 4.41, 4.20(a) and (c), and 4.21, described above. Pursuant to Section 13(b) of the Act,  
23 7 U.S.C. §13c(b), Snyder is liable for these violations to the same extent as Alliance.  
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III.

ORDER OF PERMANENT INJUNCTION

63. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, **IT IS HEREBY ORDERED** that Defendants are permanently restrained, enjoined, and prohibited from:

a) in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, made, or to be made, for or on behalf of any other persons, where such contract for future delivery was or could be used for (A) hedging any transaction in interstate commerce in such commodity or the products thereof, or (B) determining the price basis of any transaction in interstate commerce in such commodity, or (C) delivering any such commodity sold, shipped, or received in interstate commerce for the fulfillment thereof,

- (i) cheating or defrauding or attempting to cheat or defraud others;
- (ii) willfully making or causing to be made to such other person any false report or statement thereof; or
- (iii) willfully deceiving or attempting to deceive any other persons by any means whatsoever in regard to any such order or contract or the disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such persons

in violation of Sections 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i)-(iii);

b) making use of the mails or any means or instrumentality of interstate commerce to employ a device, scheme, or artifice to defraud commodity pool participants or

1 prospective pool participants, or engaging in transactions, practices or courses of  
2 business which operate as a fraud or deceit upon pool participants or prospective  
3 pool participants, in violation of Section 4q(1) of the Act, 7 U.S.C. § 6q(1);

4 c) advertising in a manner that employs a device, scheme, or artifice to defraud  
5 commodity pool participants or prospective pool participants, or engaging in  
6 transactions, practices or courses of business which operate as a fraud or deceit  
7 upon pool participants or prospective pool participants, in violation of Regulation  
8 4.41(a), 17 C.F.R. § 4.41(a);

9  
10 d) making use of the mails or any means or instrumentality of interstate commerce in  
11 connection with a business as a commodity pool operator, unless first registered  
12 with the Commission, in violation of Section 4m(1) of the Act, 7 U.S.C. § 6m(1);

13 e) associating with a commodity pool operator as a partner, officer, employee,  
14 consultant, or agent, or any person occupying a similar status or performing  
15 similar functions, in any capacity that involves (1) the solicitation of funds,  
16 securities, or property for participation in a commodity pool or (2) the supervision  
17 of any person or persons so engaged, unless such person is registered with the  
18 Commission as an associated person of such commodity pool operator, or  
19 permitting such a person to become or remain associated with the commodity  
20 pool operator in any such capacity, in violation of Section 4k(2) of the Act, 7  
21 U.S.C. § 6k(2);

22  
23 f) operating a commodity pool that is not also a cognizable legal entity separate  
24 from the pool operator and commingling the property of any pool that it operates  
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1 with the property of any other person in violation of Regulations 4.20(a) and (c),  
2 17 C.F.R. §§ 4.20 (a) and (c);

3 g) operating a commodity pool without delivering proper pool disclosure documents  
4 to pool participants, and receiving funds from pool participants without receiving  
5 from pool participants acknowledgement that they received the required pool  
6 disclosure document in violation of Regulation 4.21, 17 C.F.R. § 4.21.

7  
8 64. Defendants are permanently prohibited from engaging, directly or indirectly, in  
9 any activity related to trading in any commodity, as that term is defined in Section 1a(4) of the  
10 Act, 7 U.S.C. § 1a(4) (commodity interest), including, but not limited to, the following:

- 11 a) trading on or subject to the rules of any registered entity, as that term is defined in  
12 Section 1a(29) of the Act, 7 U.S.C. § 1a(29);
- 13 b) engaging in, controlling or directing the trading for any commodity interest  
14 account for or on behalf of any other person or entity, whether by power of  
15 attorney or otherwise;
- 16 c) soliciting or accepting any funds from any person for use in connection with the  
17 purchase or sale of any commodity interest;
- 18  
19 d) applying for registration or claiming exemption from registration with the  
20 Commission in any capacity, and engaging in any activity requiring such  
21 registration or exemption from registration with the Commission, except as  
22 provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), or acting as a  
23 principal, agent or any other officer or employee of any person registered,  
24 exempted from registration or required to be registered with the Commission,  
25 except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9); and  
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1 e) engaging in any business activities related to commodity interest trading.

2 IV.

3 ORDER FOR OTHER EQUITABLE RELIEF

4 IT IS HEREBY ORDERED that:

5 Appointment of Monitor

6 65. To effect payment by Defendants and distribution of restitution, the National  
7 Futures Association (NFA) is appointed as Monitor (Monitor). The Monitor shall collect  
8 restitution and disgorgement payments from Defendants and make distributions as set forth  
9 below. Because the Monitor is not being specially compensated for these services, and these  
10 services are outside the normal duties of the Monitor, the Monitor shall not be liable for any  
11 action or inaction arising from its appointment as Monitor, other than actions involving fraud.

13 Restitution and Disgorgement Obligations

14 66. Alliance and Snyder shall pay, jointly and severally, restitution in the amount of  
15 \$550,000, plus pre-judgment and post-judgment interest, to the defrauded Alliance Pool and  
16 Verada Pool participants identified in Attachment A.

17 67. Wilson shall pay disgorgement of \$220,000, plus post-judgment interest.

18 68. Alliance's and Snyder's payment of their joint and several restitution obligation  
19 shall offset, dollar for dollar, Wilson's disgorgement obligation identified in paragraph 67.

20 Further, Wilson's payment of her disgorgement obligation shall offset, dollar for dollar,  
21 Alliance's and Snyder's joint and several restitution obligation identified in paragraph 66.

22 69. Pre-judgment interest shall accrue from January 1, 2004 to the date this Consent  
23 Order is entered, and shall be determined by using the underpayment rate established quarterly by  
24 the Internal Revenue Service pursuant to 26 U.S.C. § 6621.  
25  
26

1 70. Post-judgment interest shall accrue commencing on the date this Consent Order is  
2 entered and shall be determined by using the Treasury Bill rate prevailing on the date of entry of  
3 this Consent Order pursuant to 28 U.S.C. § 1961.

4 71. All Defendants' restitution and disgorgement obligations are due and owing.  
5 Further, Defendants shall pay initial restitution and disgorgement payments as follows:

6 a. Defendants' initial restitution and disgorgement payment shall consist of  
7 all money in the frozen accounts referenced in paragraph 72. If the amount of funds ultimately  
8 collected from these frozen accounts is less than \$90,000, Snyder shall pay any shortfall to the  
9 Monitor within ten (10) days of being notified of such shortfall. All frozen funds collected,  
10 including any frozen funds collected in excess of \$90,000, shall represent an offset to Alliance's  
11 and Snyder's joint and several restitution obligation; and

12 b. Snyder shall make an additional initial restitution payment of \$130,000,  
13 which will represent an offset to Alliance's and Snyder's joint and several restitution obligation  
14 identified in paragraph 66. The funds for this restitution payment shall come from funds  
15 provided by Snyder to his attorney, Del Hardy, Esq. (Hardy), prior to ~~June~~ <sup>JULY</sup> 10, 2008. Such funds  
16 will be deposited into Hardy's client trust account and released, via wire transfer, to an account  
17 designated by the Monitor within three (3) days of the issuance of this Consent Order.  
18  
19

20 72. Upon issuance of this Consent Order, the Commission shall promptly provide  
21 each of the financial institutions identified in this paragraph with a copy of this Consent Order.  
22 Within thirty (30) days of receiving a copy of this Consent Order, each of the financial  
23 institutions identified in this paragraph are specifically directed to liquidate and release all funds  
24 in any account number identified below, whether the account is held singly or jointly, or in any  
25 other capacity, and to convey by wire transfer to an account designated by the Monitor, all funds  
26

*MW*  
*JULY*  
*MW*

1 in these accounts, less any amounts required to cover the financial institutions' outstanding  
 2 administrative or wire transfer fees. At no time during the liquidation, release, and/or wire  
 3 transfer of these funds pursuant to this Consent Order shall Alliance, Snyder or Wilson be  
 4 afforded any access to, or be provided with, any funds from these accounts. All Defendants and  
 5 all banks and financial institutions listed in this Consent Order, shall cooperate fully and  
 6 expeditiously with the Commission and Monitor in the liquidation, release, and wire of these  
 7 funds. The accounts to be liquidated, released, and transferred are:

| Name                           | Financial Institution | Account Number | Approx. Balance |
|--------------------------------|-----------------------|----------------|-----------------|
| Tamba Inc.                     | Velocity Futures      | ***08          | \$511           |
| Black Diamond Trading Academy  | Velocity Futures      | ***41          | \$669           |
| Diamond Jacks                  | Velocity Futures      | ***30          | \$1,815         |
| Chase Financial Group          | Wells Fargo           | *****68        | \$24,296        |
| Erik Wilson and Christi Wilson | Wells Fargo           | *****13        | \$4,826         |
| Christi Wilson                 | Wells Fargo           | *****82        | \$4,014         |
| Black Diamond Trading Academy  | US Global             | *****46        | \$3             |
| Emini Holding Corporation      | US Global             | *****22-0      | \$89            |
| OM Butler Inc. dba Goat        | US Global             | ****68-0       | \$2247          |
| Chase Financial Group          | Fidelity              | *****75        | \$1,927         |
| Private Corporate Services     | Fidelity              | *****04        | \$6             |
| Alliance Development Company   | Fidelity              | *****40        | \$1             |
| Oceans Inc.                    | Charles Schwab        | *****24        | \$37,731        |
| Christi Wilson                 | Bank of America       | *****17        | \$2,147         |
| Christi Wilson                 | Bank of America       | *****06        | \$221           |
| Diamond Jack, Ltd.             | Flagstar Bank         | *****31        | \$1300          |
| William Snyder                 | Flagstar Bank         | *****73        | \$149           |
| Tamba Inc.                     | Huntington Bank       |                | \$8,548         |

25 73. Defendants shall make restitution and disgorgement payments under this Consent  
 26 Order in the name "Alliance Settlement Fund" and shall send such payments by electronic funds

1 transfer, or by U.S. postal money order, certified check, bank cashier's, or bank money order, to  
2 Office of Administration, National Futures Association, 300 Riverside Plaza, Suite 1800,  
3 Chicago, Illinois 60606, under cover letter that identifies the paying Defendant and the name and  
4 docket number of the proceeding. The paying Defendant shall simultaneously transmit copies of  
5 the cover letter and the form of payment to: (a) the Director, Division of Enforcement,  
6 Commodity Futures Trading Commission, Three Lafayette Centre, 1152 21st Street, N.W.,  
7 Washington, D.C. 20581, and (b) the Chief, Office of Cooperative Enforcement, at the same  
8 address.  
9

10 74. The NFA shall oversee Defendants' restitution and disgorgement obligations and  
11 shall have discretion to determine the manner for distribution of funds in an equitable fashion to  
12 defrauded pool participants identified in Attachment A, as appropriate, or may defer distribution  
13 until such time as it deems appropriate. In the event that the amount of restitution and  
14 disgorgement payments to the Monitor are of a *de minimis* nature such that the Monitor  
15 determines that the administrative costs of the making of a restitution distribution is impractical,  
16 the Monitor may, in its discretion, treat such restitution and disgorgement payments as civil  
17 monetary penalty payments, which the Monitor shall forward to the Commission following the  
18 instructions for civil monetary penalty payments set forth in paragraph 76 below.  
19

20 75. To the extent that any funds accrue to the U.S. Treasury as a result of either the  
21 restitution or disgorgement obligations in this Consent Order, such funds shall be transferred to  
22 the Monitor for disbursement in accordance with the procedures set forth in paragraph 74 above  
23  
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Handwritten signature and initials in the bottom right corner of the page. The signature appears to be "Jaw" and the initials are "aw".

**Civil Monetary Penalties**

1  
2 76. Alliance and Snyder shall pay civil monetary penalties (CMPs), plus post-  
3 judgment interest, in the following amounts:

- 4 • Alliance \$1,650,000
- 5 • Snyder \$1,450,000

6 77. Post-judgment interest shall accrue commencing on the date this Consent Order is  
7 entered. The post-judgment interest rate shall be determined by using the Treasury Bill rate  
8 prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.  
9

10 78. Alliance's and Snyder's CMP obligations are immediately due and owing.  
11 Alliance and Snyder shall pay their CMP obligations by electronic funds transfer, U.S. postal  
12 money order, certified check, bank cashier's check, or bank money order. If payment is to be  
13 made other than by electronic funds transfer, the payment shall be made payable to the  
14 Commodity Futures Trading Commission and sent to the address below:

15 Commodity Futures Trading Commission  
16 Division of Enforcement  
17 ATTN: Marie Bateman – AMZ-300  
18 DOT/FZZ/MMAC  
19 6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169  
Telephone: (405) 954-6569

20 If payment by electronic transfer is chosen, the paying Defendant shall contact Marie Bateman or  
21 her successor at the address above to receive payment instructions and shall fully comply with  
22 those instructions. The paying Defendant shall accompany payment of the CMP with a cover  
23 letter that identifies the paying Defendant and the name and docket number of this proceeding.  
24 The paying Defendant shall simultaneously transmit copies of the cover letter and the form of  
25 payment to (a) the Director, Division of Enforcement, Commodity Futures Trading Commission,  
26



1 1155 21<sup>st</sup> Street, NW, Washington, D.C. 20581, and (b) the Chief, Office of Cooperative  
2 Enforcement, Division of Enforcement, at the same address.

3 **Priority of Monetary Sanctions and Partial Payments**

4 79. All payments by Defendants pursuant to this Consent Order shall first be applied  
5 to satisfaction of their restitution and disgorgement obligations, consistent with the authority  
6 granted the Monitor, above. After satisfaction of their restitution and disgorgement obligations,  
7 payments by Defendants pursuant to this Consent Order shall be applied to satisfy their CMP  
8 obligations.

9  
10 80. Any acceptance by the Commission and/or Monitor of partial payment of  
11 Defendants' disgorgement and restitution obligations and/or CMP obligations shall not be  
12 deemed a waiver of the respective requirement to make further payments pursuant to this Consent  
13 Order, or a waiver of the Commission's and/or Monitor's right to seek to compel payment of any  
14 remaining balance.

15  
16 **V.**  
**OTHER PROVISIONS**

17  
18 81. No provision of this Consent Order shall in any way limit or impair the ability of  
19 any person to seek any legal or equitable remedy against any Defendant in any other proceeding.

20 82. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each pool participant  
21 of Defendants who suffered a loss is explicitly made an intended third-party beneficiary of this  
22 Consent Order and may seek to enforce obedience of this Consent Order to obtain satisfaction of  
23 any portion of the restitution that has not been paid by Defendants, to ensure continued  
24 compliance with any provision of this Consent Order and to hold Defendants in contempt for any  
25 violations of any provision of this Consent Order.  
26



1 83. Continuing Jurisdiction of This Court: This Court shall retain jurisdiction over  
2 Defendants to assure compliance with this Order and for all other purposes related to this action.

3 84. Notices: All notices required to be given by any provision in this Order shall be  
4 sent certified mail, return receipt requested, as follows: Notice to the Commission: Attention,  
5 Director of Enforcement, Commodity Futures Trading Commission, Division of Enforcement,  
6 1155 21st Street, N.W., Washington, DC 20581.

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

13 86. Equitable Relief: The equitable relief provisions of this Consent Order shall be  
14 binding upon Defendants and any person who is acting in the capacity of officer, agent,  
15 employee, servant, or attorney of Defendants, and any person acting in active concert or  
16 participation with Defendants and those equitable relief provisions that relate to restitution and  
17 disgorgement shall be binding on any financial institutions listed above or holding frozen funds  
18 or assets of the Defendants, who receives actual notice of this Consent Order by personal service  
19 or otherwise.

20 87. Acknowledgments: Upon being served with a copy of this Consent Order after  
21 entry by this Court, Defendants shall sign an acknowledgment of service and serve such  
22 acknowledgment on this Court and the Commission within seven calendar days.  
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1 88. Invalidation: If any provision or the application of any provision of this Consent  
2 Order is held invalid, the remainder of the Consent Order and the application of the provision to  
3 any other person shall not be affected by the holding.

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

8 90. Authority: Snyder warrants that he is the President of Alliance, that this Consent  
9 Order has been duly authorized by Alliance, and that he has been duly empowered to sign and  
10 submit this Consent Order on behalf of Alliance.

11 91. Release: As of the date of this Consent Order, Defendants are released from:  
12 (1) any and all claims under the Act and Regulations arising from the conduct that is the subject  
13 of the Complaint; and (2) any previously alleged contempt claims arising under any prior Orders  
14 issued by the Court in this case. Further, Defendants release each other from any and all claims  
15 arising from this action that any Defendant may have against any other Defendant.  
16

17 There being no just reason for delay, the Clerk of the Court is hereby directed to enter  
18 this Consent Order.  
19

20 IT IS SO ORDERED this 9th day of December, 2008.

21  
22  
23 LARRY R. HICKS  
24 UNITED STATES DISTRICT JUDGE

25 CONSENTED TO AND APPROVED BY:  
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Date: \_\_\_\_\_

William Snyder, Individually and on behalf of Alliance

*Christi Wilson*

Date: 5/1/2008

Christi Wilson, Individually

Approved for Entry:

Date: \_\_\_\_\_

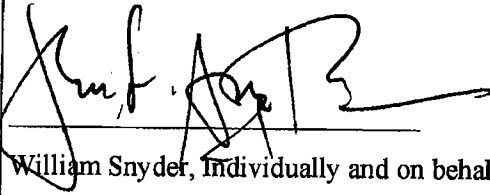
Del Hardy, Esq.  
Hardy Law Group  
98 and 96 Winter Street  
Reno, Nevada 89503  
Telephone: (775) 322-7422  
Facsimile: (775) 322-2303 (facsimile)  
Attorney for Defendants Alliance and Snyder

*Martin H. Wiener*

Date: 6-12-08

Martin H. Wiener, Esq.  
316 South Arlington Ave. *Wiener*  
Reno, Nevada 89501  
Telephone: (775) 322-4008  
Facsimile: (775) 322-4099 (facsimile)

Attorney for Defendant Wilson



Date: 11 July 2008

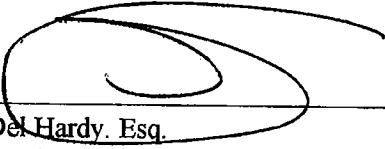
William Snyder, Individually and on behalf of Alliance

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Date: \_\_\_\_\_

Christi Wilson, Individually

Approved for Entry:



Date: June 11, 2008

Del Hardy, Esq.  
Hardy Law Group  
98 and 96 Winter Street  
Reno, Nevada 89503  
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Facsimile: (775) 322-2303 (facsimile)  
Attorney for Defendants Alliance and Snyder

Date: \_\_\_\_\_

Martin H. Weiner, Esq.  
316 South Arlington Ave.  
Reno, Nevada 89501  
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Attorney for Defendant Wilson



Date: December 2, 2008

RACHEL A. HAYES  
JO METTENBURG  
CHARLES D. MARVINE  
Commodity Futures Trading Commission  
Division of Enforcement  
Two Emanuel Cleaver II Blvd., Ste 300  
Kansas City, MO 64112  
Tel.: (816) 960-7744 (Mettenburg)  
Tel.: (816) 960-7741 (Hayes)  
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Fax: (816) 960-7750  
rhayes@cftc.gov  
jmettenburg@cftc.gov  
cmarvine@cftc.gov

Attorneys for Plaintiff

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## Exhibit A - Customer Restitution List

| Pool Participant Name             | Total Investment | Credits       | Net Investment Loss |
|-----------------------------------|------------------|---------------|---------------------|
| 1st Centura LP                    | \$1,500.00       | \$0.00        | \$1,500.00          |
| Aaron L Gerwing                   | \$1,000.00       | \$0.00        | \$1,000.00          |
| AI & Kathy Peters                 | \$10,000.00      | \$0.00        | \$10,000.00         |
| Ameer Ladha                       | \$20,000.00      | (\$15,000.00) | \$5,000.00          |
| Andrew Kerr                       | \$5,000.00       | \$0.00        | \$5,000.00          |
| Angelo Morizzo                    | \$1,800.00       | \$0.00        | \$1,800.00          |
| Aristides E Makris                | \$500.00         | \$0.00        | \$500.00            |
| Billy Massengill                  | \$300.00         | \$0.00        | \$300.00            |
| Boulder Chiropractic              | \$48,000.00      | \$0.00        | \$48,000.00         |
| Bruce Alexander Sidor             | \$2,400.00       | (\$1,200.00)  | \$1,200.00          |
| Carol Joy Rashford                | \$15,600.00      | \$0.00        | \$15,600.00         |
| Carolyn F Workman                 | \$1,000.00       | \$0.00        | \$1,000.00          |
| Charlene Riddick                  | \$1,500.00       | \$0.00        | \$1,500.00          |
| Charles C. White                  | \$300.00         | \$0.00        | \$300.00            |
| Cheryl Earl                       | \$5,395.00       | \$0.00        | \$5,395.00          |
| Christmas Tree Land (Dick Miller) | \$40,000.00      | \$0.00        | \$40,000.00         |
| Cornell Hinton                    | \$1,000.00       | \$0.00        | \$1,000.00          |
| Dale Stephen Davis                | \$1,000.00       | \$0.00        | \$1,000.00          |
| Dan Anthony                       | \$7,155.00       | \$0.00        | \$7,155.00          |
| Danish Daca                       | \$300.00         | (\$150.00)    | \$150.00            |
| David Reed                        | \$4,900.00       | \$0.00        | \$4,900.00          |
| Dean Graves                       | \$1,000.00       | \$0.00        | \$1,000.00          |
| Deborah Burt                      | \$8,000.00       | (\$3,000.00)  | \$5,000.00          |
| Dennis G & Paulette B Dunkle      | \$1,300.00       | \$0.00        | \$1,300.00          |
| Dennis Michayluk                  | \$1,000.00       | \$0.00        | \$1,000.00          |
| Dollie B Gage                     | \$1,000.00       | \$0.00        | \$1,000.00          |
| Donald Radford                    | \$1,000.00       | \$0.00        | \$1,000.00          |
| Duane & Margaret Collins          | \$500.00         | \$0.00        | \$500.00            |
| E Lauer Enterprises               | \$2,500.00       | \$0.00        | \$2,500.00          |
| E. Lowe McIntyre                  | \$2,100.00       | \$0.00        | \$2,100.00          |

| Pool Participant Name                  | Total Investment | Credits    | Net Investment Loss |
|--|------------------|------------|---------------------|
| Elisabeth & George Wagner              | \$18,000.00      | \$0.00     | \$18,000.00         |
| Enhancing Quality                      | \$500.00         | \$0.00     | \$500.00            |
| Eugene Timkin                          | \$500.00         | \$0.00     | \$500.00            |
| Ferwerda & Associates (David Ferwerda) | \$1,500.00       | \$0.00     | \$1,500.00          |
| Florence Rini                          | \$5,000.00       | \$0.00     | \$5,000.00          |
| Floyd H Stebbins                       | \$1,800.00       | \$0.00     | \$1,800.00          |
| Frank Brown                            | \$500.00         | \$0.00     | \$500.00            |
| Gary L Alloian                         | \$5,000.00       | \$0.00     | \$5,000.00          |
| Gerard Boland                          | \$1,400.00       | (\$450.00) | \$950.00            |
| Glen O Krahenbuhl                      | \$1,500.00       | \$0.00     | \$1,500.00          |
| Glennis Bell                           | \$500.00         | \$0.00     | \$500.00            |
| Harry & Betty Middleton                | \$5,600.00       | \$0.00     | \$5,600.00          |
| Henry & Laura Gundelach                | \$2,000.00       | \$0.00     | \$2,000.00          |
| Horst A. & Ursula Scharoll             | \$3,000.00       | \$0.00     | \$3,000.00          |
| J A Barker & Associates Inc            | \$1,500.00       | \$0.00     | \$1,500.00          |
| James D. & Linda F. Tobin              | \$10,500.00      | \$0.00     | \$10,500.00         |
| James T. & Sally L. Brown              | \$2,000.00       | \$0.00     | \$2,000.00          |
| Jessica F. & Allyn Ross                | \$1,000.00       | \$0.00     | \$1,000.00          |
| John & Charlotte Barker                | \$18,000.00      | \$0.00     | \$18,000.00         |
| John Harger                            | \$1,500.00       | \$0.00     | \$1,500.00          |
| Kenneth Rose                           | \$14,000.00      | \$0.00     | \$14,000.00         |
| Lambert R. Abeyatunge, M.D.            | \$300.00         | \$0.00     | \$300.00            |
| Leo W & Rita L Wever                   | \$500.00         | \$0.00     | \$500.00            |
| Leonard F. Stegman                     | \$1,000.00       | \$0.00     | \$1,000.00          |
| Leonard Tremi                          | \$750.00         | \$0.00     | \$750.00            |
| Lyn Daunheimer                         | \$300.00         | \$0.00     | \$300.00            |
| Mario Mastropieri                      | \$10,600.00      | \$0.00     | \$10,600.00         |
| Marion E. Woodmansee                   | \$500.00         | \$0.00     | \$500.00            |
| Mary Ann Sumney                        | \$687.00         | \$0.00     | \$687.00            |
| Mary Nell & Timothy M Flood            | \$300.00         | \$0.00     | \$300.00            |
| Mary Thiessen                          | \$11,000.00      | \$0.00     | \$11,000.00         |
| Maxine M & William R Smith             | \$6,700.00       | \$0.00     | \$6,700.00          |

| Pool Participant Name                     | Total Investment | Credits | Net Investment Loss |
|---|------------------|---------|---------------------|
| Michael D. & Robbin E. Smith              | \$2,000.00       | \$0.00  | \$2,000.00          |
| Michael Zillante                          | \$500.00         | \$0.00  | \$500.00            |
| Milton & Myrna Nelson                     | \$2,000.00       | \$0.00  | \$2,000.00          |
| N. Carl & Linda Tenney                    | \$1,500.00       | \$0.00  | \$1,500.00          |
| National Management Systems LLC           | \$25,000.00      | \$0.00  | \$25,000.00         |
| Noah Yoder Enterprises                    | \$1,455.00       | \$0.00  | \$1,455.00          |
| O.M. Butler, Inc                          | \$200.00         | \$0.00  | \$200.00            |
| P.A. Reynolds                             | \$500.00         | \$0.00  | \$500.00            |
| Perry Brown                               | \$8,000.00       | \$0.00  | \$8,000.00          |
| Peter Carasiti                            | \$1,600.00       | \$0.00  | \$1,600.00          |
| Ralph Erskine                             | \$300.00         | \$0.00  | \$300.00            |
| Raymond Calladine                         | \$800.00         | \$0.00  | \$800.00            |
| Richard E Horch                           | \$1,500.00       | \$0.00  | \$1,500.00          |
| Richard G. Miller                         | \$4,500.00       | \$0.00  | \$4,500.00          |
| Richard P. Plant                          | \$2,755.00       | \$0.00  | \$2,755.00          |
| Robert & Joyce Karbowski                  | \$3,000.00       | \$0.00  | \$3,000.00          |
| Robert Holstein Jr.                       | \$2,500.00       | \$0.00  | \$2,500.00          |
| Robert J & Judy M Diver                   | \$3,000.00       | \$0.00  | \$3,000.00          |
| Robert Kiesselbach                        | \$600.00         | \$0.00  | \$600.00            |
| Robert L Smith                            | \$24,500.00      | \$0.00  | \$24,500.00         |
| Ron Jost                                  | \$500.00         | \$0.00  | \$500.00            |
| Rudy Wellsand                             | \$5,500.00       | \$0.00  | \$5,500.00          |
| Scott Freeze                              | \$1,500.00       | \$0.00  | \$1,500.00          |
| Stanley & Ida Rosen                       | \$1,000.00       | \$0.00  | \$1,000.00          |
| Steve & Glenda Snyder                     | \$10,000.00      | \$0.00  | \$10,000.00         |
| Swendeman Hardware Building Materials Inc | \$6,500.00       | \$0.00  | \$6,500.00          |
| T R Maintenance                           | \$500.00         | \$0.00  | \$500.00            |
| Terry T.A. Norman                         | \$500.00         | \$0.00  | \$500.00            |
| Tobin Floor Covering Inc                  | \$10,000.00      | \$0.00  | \$10,000.00         |
| Unknown                                   | \$37,500.00      | \$0.00  | \$37,500.00         |
| Victor & Donna Hubbard                    | \$1,000.00       | \$0.00  | \$1,000.00          |
| W. Norwood Stanley                        | \$300.00         | \$0.00  | \$300.00            |

| Pool Participant Name            | Total Investment    | Credits              | Net Investment Loss |
|----------------------------------|---------------------|----------------------|---------------------|
| Walt Zimmerman                   | \$300.00            | \$0.00               | \$300.00            |
| Walter A. Stenbridge             | \$1,500.00          | \$0.00               | \$1,500.00          |
| Walter Werner                    | \$52,100.00         | \$0.00               | \$52,100.00         |
| Wayne E. & Dorothy M. Burmeister | \$500.00            | \$0.00               | \$500.00            |
| William Conder                   | \$31,000.00         | \$0.00               | \$31,000.00         |
| Willis & Georgian Kreider        | \$8,388.75          | \$0.00               | \$8,388.75          |
| <b>TOTALS</b>                    | <b>\$569,785.75</b> | <b>(\$19,800.00)</b> | <b>\$549,985.75</b> |