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 CLERK, U.S. DISTRICT COURT  
 APR 25 2007  
 CENTRAL DISTRICT OF CALIFORNIA  
 DEPUTY

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ORIGINAL

Attorneys for Plaintiff, United States Commodity Futures Trading Commission

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 U.S. COMMODITY FUTURES  
 TRADING COMMISSION  
 CLERK U.S. DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 WESTERN DIVISION  
 BY

ENTERED  
 CLERK, U.S. DISTRICT COURT  
 APR 27 2007  
 CENTRAL DISTRICT OF CALIFORNIA  
 DEPUTY

U.S. COMMODITY FUTURES TRADING COMMISSION, )  
 Plaintiff, )  
 vs. )  
 Monica Sue Schiera, also known as )  
 Monica Schiera-Main and Monica S. )  
 Montes; Brian Main; Gemancer, Inc., a )  
 Nevada Corporation; Gemancer II, Inc., )  
 a Nevada Corporation; and Trade Pro, )  
 Inc., a California Corporation, )  
 Defendants; and )  
 Moni Inc., a Nevada Corporation; Body )  
 Blasters, a California Corporation; Ria )  
 Riviera, Inc., a Nevada Corporation; )  
 Success Direct, a Nevada Corporation; )  
 and Tri Lynx, Inc., a Nevada )  
 Corporation, )  
 Relief Defendants. )

Case No. CV05 2660 CAS (JWJx)  
 Judge: Christina A. Snyder  
 (Proposed)  
 CONSENT ORDER OF  
 PERMANENT INJUNCTION  
 AND OTHER EQUITABLE  
 RELIEF AGAINST  
 DEFENDANTS  
 MONICA SCHIERA MAIN AND  
 BRIAN MAIN

TIME:  
 DATE:  
 PLACE:  
 No Hearing Required

148

1                                   **CONSENT ORDER OF PERMANENT INJUNCTION**  
2                                   **AND OTHER ANCILLARY RELIEF AGAINST DEFENDANTS**  
3                                   **MONICA SCHIERA MAIN AND BRIAN MAIN**

SCANNED

4           On, April 12, 2005, Plaintiff Commodity Futures Trading Commission  
5 ("CFTC"), filed a Complaint against Monica Schiera Main ("Schiera Main"), her  
6 husband, Brian Main ("Main"), and three entities they formed and have operated  
7 as a common enterprise -- Gemancer, Inc. ("Gemancer I"), Gemancer II, Inc.  
8 ("Gemancer II"), and Trade Pro, Inc. ("Trade Pro") (all three, collectively,  
9 "Gemancer Common Enterprise")-seeking injunctive and other equitable relief, as  
10 well as the imposition of civil penalties, for violations of the Commodity  
11 Exchange Act, as amended ("CEA"), 7 U.S.C. §§ 1 *et seq.* (2002) and the  
12 Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2004).  
13 The Complaint also named Moni, Inc. ("Moni"), Ria Riviera, Inc. ("Ria Riviera"),  
14 Body Blasters, Inc. ("Body Blasters"), Success Direct, Inc. ("Success Direct"), and  
15 Try Lynx, Inc. ("Tri Lynx") as Relief Defendants since they received funds or  
16 otherwise benefited from funds that are allegedly directly traceable to the funds  
17 obtained from Defendants through fraud. The Court entered an *ex parte* statutory  
18 restraining order against Defendants and Relief Defendants on April 12, 2005 and  
19 a Consent Order of Preliminary Injunction and Other Ancillary Relief against the  
20 Defendants on April 22, 2005.

21  
22                                   **I Consents And Agreements**

23           To effect settlement of the matters alleged in the Complaint against  
24 Defendants Schiera Main and Main without a trial on the merits or any further  
25 judicial proceedings, Defendants Schiera Main and Main:

- 26  
27           1.    Consent to the entry of this Consent Order of Permanent Injunction  
28 and Other Equitable Relief ("Order").

1  
2       2.     Affirm that they have agreed to this Order voluntarily, and that no  
3 promise or threat has been made by the Commission or any member, officer, agent  
4 or representative thereof, or by any other person, to induce consent to this Order,  
5 other than as set forth specifically herein.

6  
7       3.     Acknowledge service of the Summons and Complaint.

8  
9       4.     Admit jurisdiction of this Court over them, admit that the Court has  
10 subject matter jurisdiction over this action, and admit that venue properly lies with  
11 this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1.

12  
13       5.     Waive:

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

17       (b) all claims which they may possess under the Equal Access to  
18       Justice Act, 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000),  
19       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  
22       civil monetary penalty or any other relief; and

23       (d) all rights of appeal from this Order.

24  
25       6.     Neither admit nor deny the findings of facts and conclusions of law  
26 stated herein. Defendants Schiera Main and Main consent to the use by the CFTC  
27 of the findings herein in this proceeding and in any other proceeding brought by  
28 the CFTC or to which the CFTC is a party. Schiera Main and Main do not consent

1 to the use of this Order, or the findings of fact or conclusions of law, as the sole  
2 basis for any other proceeding brought by the CFTC, other than a proceeding in  
3 bankruptcy relating to Schiera Main or Main, or to enforce the terms of this Order.  
4 Solely with respect to any bankruptcy proceeding relating to Schiera Main or Main  
5 or any proceeding to enforce this Order, Schiera Main and Main agree that the  
6 allegations of the Complaint and the findings in this Order shall be taken as true  
7 and correct and be given preclusive effect, without further proof. Furthermore,  
8 Schiera Main and Main agree to provide immediate notice to this Court and the  
9 CFTC by certified mail of any bankruptcy proceeding filed by, on behalf of, or  
10 against Schiera Main or Main in the manner required by paragraph 7 of Section V  
11 of this Order.

12  
13 7. Agree that no provision of this Order shall in any way limit or impair  
14 the ability of any person to seek any legal or equitable remedy against Defendants  
15 Schiera Main or Main or any other person in any other proceeding, including any  
16 current or subsequent bankruptcy.

17  
18 8. Agree that neither they nor any of their agents or employees acting  
19 under their authority or control shall take any action or make any public statement  
20 denying, directly or indirectly, any allegation in the Complaint or findings or  
21 conclusions in this Order, or creating, or tending to create, the impression that the  
22 Complaint or this Order is without a factual basis; provided, however, that nothing  
23 in this provision shall affect Defendants': i) testimonial obligations; or ii) right to  
24 take legal positions in other proceedings to which the Commission is not a party.  
25 Defendants Schiera Main and Main shall take all necessary steps to ensure that all  
26 of their agents and employees understand and comply with this agreement.

27  
28

1           9. Consent to the continued jurisdiction of this Court for the purpose of  
2 enforcing the terms and conditions of this Order and for any other purposes  
3 relevant to this case.  
4

## 5                                   II. FINDINGS OF FACTS

6           1. From at least April 2001 to April 2005 ("relevant time period"),  
7 Gemancer I and Trade Pro, through Schiera Main and Main, acted as commodity  
8 trading advisors ("CTAs") in that, for compensation or profit, they engaged in the  
9 business of advising others as to the value or the advisability of trading in  
10 commodity futures and commodity options. Gemancer II served a financial  
11 purpose. Gemancer II accepted client deposits from Gemancer I and Trade Pro,  
12 and paid for third-party services on behalf of Gemancer I and Trade Pro.  
13 Corporate defendants Gemancer I, Gemancer II and Trade Pro constituted a  
14 common enterprise in that they shared office space, ownership, and employees, as  
15 well as commingled funds ("Gemancer Common Enterprise").

16           2. During the relevant time period, Defendants Schiera Main and Main  
17 acted as either employees or officers of the Gemancer Common Enterprise.  
18 Defendants Schiera Main and Main were also controlling persons of the Gemancer  
19 Common Enterprise and knowingly induced, directly or indirectly, the acts  
20 described below that were in furtherance of the Gemancer Common Enterprise's  
21 violations of the Act.

22           3. Among other things, Gemancer I engaged in the business of soliciting  
23 members of the retail public to purchase and subscribe to its commodity futures  
24 and options on commodity futures trading advisory services, through its marketed  
25 materials, websites, members-only subscription newsletters, and in person  
26 seminars or "boot camp" training seminars. The commodity futures and options  
27 trading advisory services created, advertised and marketed have evolved over the  
28 relevant time period. The advisory services, including but not limited to, binders,

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1 bound packets of materials purporting to be manuals, "special reports," audiotapes,  
2 videotapes, and newsletters, provide commodity futures and options trading advice  
3 to clients and potential clients. Customers are solicited through mass mailings,  
4 advertisements in industry magazines, an eBay store, and websites including  
5 gemancer.com, commodityfortunes.com, tradeoftware.com, and  
6 tradeprofutures.com.

7 4. Trade Pro engaged in the business of advising others through its in-  
8 person training seminars, subscription based newsletters and software as to the  
9 value or the advisability of trading in commodity futures and options contracts.  
10 The *Trade Pro* software is proprietary software which purports to identify specific  
11 buy and sell patterns for predicting price movements in commodity futures  
12 contracts and options contracts in order to provide the user with signals to buy and  
13 sell. The Trade Pro in-person training seminars purport to teach the "Reverse  
14 Market Timing System," a system to trade commodity futures contracts, and the  
15 members only website provides commodity futures and options trading advice.

16 5. Defendant Gemancer II, Inc. is a Nevada corporation incorporated on  
17 March 7, 2003 but currently is in default. Its principal place of business was the  
18 same as Gemancer I. Gemancer II accepted deposits from clients for the purchase  
19 of Gemancer I and Trade Pro commodity futures and options trading advisory  
20 services. It has never been registered with the Commission in any capacity. Main  
21 owns Gemancer II. Gemancer II appeared to be a sister company to Gemancer I.  
22 Gemancer I client funds were deposited into Gemancer II's bank account.  
23 Gemancer I and Trade Pro's employees and service providers were paid out of  
24 both Gemancer I and Gemancer II bank accounts.

25 6. From the fall of 2001 to at least February 2004, Schiera Main signed  
26 sales solicitation materials and advertisements for Gemancer I "Decoding" trading  
27 strategies and Trade Pro software. She was initially listed as the president,  
28 principal and 50% owner of Trade Pro. She was the sole signatory for the Trade

1 Pro Bank of America account. From the summer of 2002 to spring of 2004,  
2 Schiera Main conducted seminars throughout the United States on commodity  
3 futures trading. During the relevant time period, Schiera Main has held herself out  
4 as a "millionaire" and successful commodity futures trader. Schiera Main trained,  
5 hired and fired employees of Gemancer I and Trade Pro.

6 7. Defendant Main is listed as the president, secretary, and treasurer of  
7 Gemancer I. Main is also listed as the vice president, second principal and 50%  
8 owner of Trade Pro. Main has signatory authority over the Gemancer I and  
9 Gemancer II bank accounts. In February 2004, Main testified at Schiera Main's  
10 violation of supervised release hearing that he is the "owner" of Gemancer I and  
11 Trade Pro. Defendant Main ran the Gemancer Common Enterprise while  
12 Defendant Schiera Main was incarcerated from February 24, 2004 till March 4,  
13 2005. His responsibilities included hiring employees. Main registered and operated  
14 the websites that were used in the solicitation of clients. Main entered into  
15 contracts on behalf of Gemancer I and Trade Pro with third-party providers,  
16 including merchant account companies, fulfillment companies, and a software  
17 company.

18 8. While acting as a CTA, the Gemancer Common Enterprise, through  
19 Schiera Main and Main, made misrepresentations in the solicitation of potential  
20 clients for the purchase of commodity futures and options trading advisory services  
21 that generally fell into three areas: (1) fraudulently overstated the profit potential  
22 and success of their trading systems and strategies; (2) misrepresented the risk  
23 involved in trading commodity futures and options contracts; and (3)  
24 misrepresented Schiera's net worth.

25 9. Since at least April 2002, the Gemancer Common Enterprise, through  
26 Schiera Main and Main, made material misrepresentations to potential clients in  
27 the promotion and marketing of their commodity futures and options trading  
28 advisory services when it misrepresented the success of their trading systems by

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1 making promises and guarantees of profits. Specifically, promotional materials  
2 stated, among other things:

- 3 (a) Schiera Main has been "consistently profiting over 90% of [her]  
4 trades" by following her trading strategies, and the Gemancer  
5 "Decoding System" "...guarantees that 90% or more of your trades  
6 will make you money..." (material in brackets added)
- 7 (b) the "Reverse Market Timing System" is a "profitable strategy"
- 8 (c) Trade Pro software has "dramatically increased [Schiera's] profit  
9 percentage," and "Trade Pro [software] will give you the signals  
10 you need to successfully trade the highly lucrative indices  
11 [S&P500]." (material in brackets added)

12 10. There were no commodity futures trading accounts identified for  
13 Gemancer I, Gemancer II, Trade Pro, or Brian Main at any registered futures  
14 commission merchant. Beginning in November 2002, Schiera Main minimally  
15 traded commodity futures contracts and had net losses in all three commodity  
16 futures trading accounts that she has traded.

17 11. Since at least April 2002, the Gemancer Common Enterprise, through  
18 Main and Schiera Main, made material misrepresentations as to Schiera Main's  
19 success trading commodity futures and options contracts and claims about her net  
20 worth. Specifically, the Gemancer I promotional materials used the title  
21 "Millionaire" with Schiera Main's name, and claimed that over 90% of her trades  
22 were consistently profitable, "pulling in millions of dollars to date" by utilizing her  
23 trading strategies in the Gemancer I materials. In addition, the Trade Pro  
24 solicitation materials claimed that Schiera Main utilized the Trade Pro software  
25 resulting in a 114% profit "in 2 days with the S&P500."

26 12. Since at least April 2002, the Gemancer Common Enterprise, through  
27 Main and Schiera Main, made material misrepresentations to clients and potential  
28 clients in the promotion of their commodity futures and options trading advisory



1 services on the four websites and in promotional material as to the risks involved  
2 in trading commodity futures and options contracts. Specifically, the materials  
3 minimized the risks involved in trading commodity futures and options, making  
4 claims such as, trading commodities "is not risky at all", "how to make thousands a  
5 week trading options with almost no risk!", and the statement "although the results  
6 of Trade Pro have been extremely effective and profitable," was added to a  
7 purported risk disclosure, thus undermining the risk.

8 13. While acting as a CTA, the Gemancer Common Enterprise, through  
9 Schiera Main and Main, omitted material facts in the solicitation of potential  
10 clients for the purchase of commodity futures and options trading advisory  
11 services. Specifically, the promotional materials omitted the fact that Schiera Main  
12 has an unprofitable trading record and is a convicted felon.

13 14. Defendants Schiera Main and Main neither admit nor deny the  
14 findings of facts.

### 15 III. CONCLUSIONS OF LAW

16 1. During the relevant time period, the Gemancer Common Enterprise  
17 acted as a CTA in that, for compensation or profit, it engaged in the business of  
18 advising others as to the value or the advisability of trading in commodity futures  
19 and commodity options.

20 2. During the relevant time period, the Gemancer Common Enterprise  
21 violated Section 4o(1) of the Act, 7 U.S.C. § 6o(1) and Regulation 4.41(a), 17  
22 C.F.R. § 4.41(a) by: (1) using false and misleading promotional material, which  
23 overstated the profit potential for the trading systems it was selling; (2) failing to  
24 adequately warn of the risks inherent in trading commodity futures and commodity  
25 options; (3) misrepresenting the level of risk inherent in trading commodity futures  
26 and options contracts; and (4) failing to disclose material facts about Schiera  
27 Main's past trading performance and history of fraudulent conduct.

28

1           3.     The Gemancer Common Enterprise, while acting as a CTA, presented  
2 the performance of simulated and hypothetical commodity interest accounts  
3 without prominently including the required disclosure, in violation of Section  
4 4.41(b) of the Regulations, 17 C.F.R. § 4.41(b) (2005).

5           4.     During the relevant time, Schiera Main and Main directly and  
6 indirectly controlled the Gemancer Common Enterprise.

7           5.     Schiera Main and Main directly induced the acts set out in paragraphs  
8 8 through 13 which constitute violations of Sections 4o(1) of the Act, 7 U.S.C.,  
9 § 6o(1) and Regulations 4.41(a) and (b) and failed to act in good faith by failing to  
10 maintain a reasonably adequate system of control and supervision designed to  
11 detect fraudulent sales solicitations and prevent the Gemancer Common Enterprise  
12 from (1) using false and misleading promotional material, which overstated the  
13 profit potential for the trading systems it was selling; (2) failing to adequately warn  
14 of the risks inherent in trading commodity futures and commodity options; (3)  
15 misrepresenting the level of risk inherent in trading commodity futures and options  
16 contracts; and (4) failing to disclose material facts about Schiera Main's past  
17 trading performance and history of fraudulent conduct. Therefore, pursuant to  
18 Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2002), Schiera Main and Main are  
19 liable for the violations of the Gemancer Common Enterprise.

20           6.     Defendants Schiera Main and Main neither admit nor deny the  
21 conclusions of law.

#### 22 23                   **IV. ORDER FOR PERMANENT INJUNCTION**

24           **IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:**

25           1. Defendants Schiera Main and Main, and all persons insofar as they are  
26 acting in the capacity of their agents, servants, employees, successors, assigns, and  
27 attorneys and all persons insofar as they are acting in active concert or participation  
28 with them who receive actual notice of such order by personal service or

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1 otherwise, are permanently restrained, enjoined and prohibited from directly or  
2 indirectly:

- 3 A. While acting as CTAs, employing any device, scheme, or artifice  
4 to defraud any client or prospective client; or engaging in any  
5 transaction, practice, or course of business which operates as a  
6 fraud or deceit upon any client or prospective client, by use of the  
7 mails or any means or instrumentality of interstate commerce, in  
8 violation of Section 4o(1) of the Act, 7 U.S.C. § 6o(1) (2006);
- 9 B. While acting as CTAs, or principals thereof, advertising in a  
10 manner which employs any device, scheme or artifice to defraud  
11 any client or prospective client; or advertising in a manner which  
12 involves any transaction, practice or course of business which  
13 operates as a fraud or deceit upon any client or prospective client,  
14 in violation of Regulation 4.41(a), 17 C.F.R. § 4.41(a) (2006);
- 15 C. Presenting the performance of any simulated or hypothetical  
16 commodity interest account, transaction in a commodity interest or  
17 series of transactions in a commodity interest unless such  
18 performance is accompanied by the following statement,  
19 prominently disclosed, as required by 17 C.F.R. § 4.41(b):

20 Hypothetical or simulated performance results  
21 have certain inherent limitations. Unlike an actual  
22 performance record, simulated results do not  
23 represent actual trading. Also, since the trades  
24 have not actually been executed, the results may  
25 have under- or over-compensated for the impact, if  
26 any, of certain market factors, such as lack of  
27 liquidity. Simulated trading programs in general  
28 are also subject to the fact that they are designed  
with the benefit of hindsight. No representation is  
being made that any account will or is likely to  
achieve profits or losses similar to those shown.

26 In doing so, Defendants shall clearly identify those performance  
27 results that were based, in whole or in part, on hypothetical trading  
28 results.

1 D. Directly or indirectly soliciting or accepting any funds from any  
2 person in connection with the purchase or sale of any commodity  
3 futures or options contract, except as provided for in Commission  
4 Regulation 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006);

5 E. Engaging in, controlling, or directing the trading of any  
6 commodity futures or options accounts, on Gemancer I, Gemancer  
7 II, or Trade Pro's own behalf or for or on behalf of any other  
8 person or entity, whether by power of attorney or otherwise;

9 F. Applying for registration or claiming exemption from registration  
10 with the Commission in any capacity, and engaging in any activity  
11 requiring such registration or exemption from registration with the  
12 Commission, except as provided for in Commission Regulation  
13 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006), or acting as a principal,  
14 agent or officer or employee of any person registered, required to  
15 be registered or exempted from registration with the Commission  
16 unless such exemption is pursuant to Commission Regulation  
17 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2006); and

18 G. Otherwise engaging in any business activities related to  
19 commodity futures or options trading.

20 **V. ORDER FOR OTHER EQUITABLE RELIEF**

21 **IT IS FURTHER ORDERED THAT:**

22 1. Civil Monetary Penalty for Defendant Monica Schiera Main: Upon  
23 entry of this Order, Defendant Schiera Main is liable for and judgment is entered  
24 against her in the amount of \$1,290,000 (\$1.29 million) as a civil monetary  
25 penalty. Defendant Schiera Main shall pay this penalty by making electronic funds  
26 transfer, U.S. postal money order, certified check, bank cashier's check, or bank  
27 money order made payable to the Commodity Futures Trading Commission and  
28 sent to the address below:

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

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10/11/00

1 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-  
2 6569 for instructions. Schiera Main shall accompany payment of the penalty with a  
3 cover letter that identifies the defendant, and the name and docket number of this  
4 proceeding. Schicra Main shall simultaneously transmit a copy of the cover letter  
5 and the form of payment to:

6 Office of Cooperative Enforcement  
7 Division of Enforcement  
8 Commodity Futures Trading Commission  
9 Three Lafayette Centre  
10 1155 21st Street, NW  
11 Washington, DC 20581

11 2. Civil Monetary Penalty for Defendant Brian Main: Upon entry of this  
12 Order, Defendant Main is liable for and judgment is entered against him in the  
13 amount of \$120,000, plus the amount of money currently frozen, described below  
14 in paragraph 3, for a total amount of approximately \$207,772 as a civil monetary  
15 penalty. Defendant Main shall pay this penalty by making electronic funds  
16 transfer, U.S. postal money order, certified check, bank cashier's check, or bank  
17 money order made payable to the Commodity Futures Trading Commission and  
18 sent to the address below:

19 Commodity Futures Trading Commission  
20 Division of Enforcement  
21 ATTN: Marie Batement - AMZ-300  
22 DOT/FAA/MMAC  
23 6500 S. Macarthur Blvd.  
24 Oklahoma City, OK 73169

25 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-  
26 6569 for instructions. Main shall accompany payment of the penalty with a cover  
27 letter that identifies the defendant, and the name and docket number of this  
28

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1 proceeding. Main shall simultaneously transmit a copy of the cover letter and the  
2 form of payment to:

3 Office of Cooperative Enforcement  
4 Division of Enforcement  
5 Commodity Futures Trading Commission  
6 Three Lafayette Centre  
7 1155 21st Street, NW  
8 Washington, DC 20581

9 3. Freeze Orders Dissolved: All prior freeze orders are dissolved and all  
10 frozen funds shall be transferred to the Commodity Futures Trading Commission  
11 attributable to Brian Main's Civil Monetary Penalty. Specifically, the following  
12 funds shall be transferred to the CFTC:

13 Account	14 Amount Frozen
15 Bank of America Gemancer I 16 Account No. ending in 9662	\$ 4,998.00
17 CardService Int'l Gemancer I 18 Merchant Account No. ending in 2270	\$ 48,007.00
19 Optimal Payments, Int'l Gemancer I 20 Merchant Account No. ending in 1999	\$ 23,007.45
21 Optimal Payments, Int'l Trade Pro 22 Merchant Account No. ending in 9780	\$ 11,760.00
23 <b>Total Amount To Be Transferred to the CFTC</b>	<b>\$87,772.45</b>

24 **IT IS HEREBY FURTHER ORDERED** that, within ten (10) days of the  
25 date of this Order, Defendants Schiera Main and Main shall execute any  
26 documents necessary to release all funds in the accounts that she or he has in the  
27 above listed repository, bank, investment or other financial institution in order to  
28 make partial or total payment towards Main's Civil Monetary Penalty, and shall  
ensure the transfer of all of the above funds within ten (10) business days of the  
entry of this Order by making electronic funds transfer, U.S. postal money order,  
certified check, bank cashier's check, or bank money order made payable to the  
Commodity Futures Trading Commission and sent to the address below:

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1           Commodity Futures Trading Commission  
2           Division of Enforcement  
3           ATTN: Marie Batement - AMZ-300  
4           DOT/FAA/MMAC  
5           6500 S. Macarthur Blvd.  
6           Oklahoma City, OK 73169

6 If payment by electronic transfer is chosen, contact Marie Bateman at 405-954-  
7 6569 for instructions. Schiera Main and Main shall accompany payment of the  
8 penalty with a cover letter that identifies the defendants, and the name and docket  
9 number of this proceeding. Schiera Main and Main shall simultaneously transmit a  
10 copy of the cover letter and the form of payment to:

11           Office of Cooperative Enforcement  
12           Division of Enforcement  
13           Commodity Futures Trading Commission  
14           Three Lafayette Centre  
15           1155 21st Street, NW  
16           Washington, DC 20581.

16       4.   Scope of Injunctive Relief: The injunctive provisions of this Order  
17 shall be binding on Defendants Schiera Main and Main, upon any person insofar as  
18 he or she is acting in the capacity of officer, agent, servant, employee or attorney  
19 of Defendants Schiera Main and Main, and upon any person who receives actual  
20 notice of this Order by personal service, facsimile or otherwise insofar as he or she  
21 is acting in active concert or participation with Defendants Schiera Main and Main.

23       5.   Notices: All notices required to be given by any provision in this  
24 Consent Order shall be sent certified mail, return receipt requested, as follows:

25 Notice to Commission:

26           Associate Director  
27           Division of Enforcement - Central Region  
28           Commodity Futures Trading Commission  
              525 West Monroe Street, Suite 1100  
              Chicago, Illinois 60661

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1  
2 Notice to Defendants Schiera Main and Main:

3 Jonathan Schwartz  
4 Law Offices of Jonathan Schwartz  
5 4640 Admiralty Way #500  
6 Marina del Rey, CA 90292  
7 tel. 310-496-5770  
8 fax 310-496-5771  
9 e-mail: *nasdlaw@aol.com*

10 In the event that Defendants Schiera Main and Main change their residential or  
11 business telephone number(s) and/or address(es) at any time, they shall provide  
12 written notice of his or her new number(s) and/or address(es) to the Commission  
13 within twenty (20) calendar days thereof.

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

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

26 8. This Court shall retain jurisdiction of this action to assure compliance  
27 with this Consent Order and for all purposes related to this action.  
28



1 IT IS SO ORDERED.

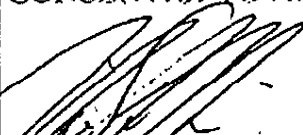
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3 DATED: April 26, 2006

Christina A. Snyder


The Honorable Christina A. Snyder  
UNITED STATES DISTRICT JUDGE

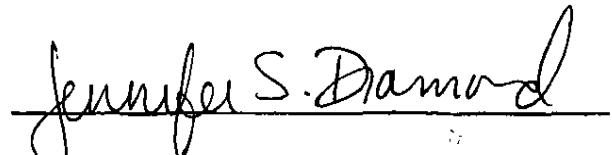
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10 CONSENTED TO AND APPROVED BY:

11  
12   
13 Monica Schiera Main

14   
15 Brian Main

16   
17 Jonathan Schwartz  
18 Attorney for Defendants Monica Schiera  
19 Main & Brian Main  
20 4640 Admiralty Way #500  
21 Marina del Rey, CA 90292  
22 tel. 310-496-5770  
23 fax 310-496-5771  
24 e-mail: [nasdlaw@aol.com](mailto:nasdlaw@aol.com)

11  
12   
13 Jennifer S. Diamond

Jennifer S. Diamond

Trial Attorney

One of the Attorneys for the Plaintiff

Commodity Futures Trading Commission

525 West Monroe Street, Suite 1100

Chicago, Illinois 60661

(312) 596-0549

(312) 596-0714 (facsimile)

[jdiamond@cftc.gov](mailto:jdiamond@cftc.gov)

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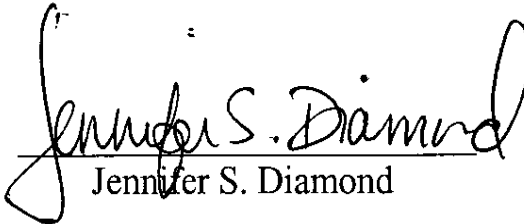
**PROOF OF SERVICE**

The undersigned, an attorney with the Commodity Futures Trading Commission, certify that I served true copies of the **(Proposed) Consent Order of Permanent Injunction and Other Ancillary Relief Against Defendants Monica Schiera Main and Brian Main** via Federal Express on April 24, 2007, to the following Service List:

Jonathan Schwartz  
Law Offices of Jonathan Schwartz  
4640 Admiralty Way #500  
Marina del Rey, Ca. 90292  
*Attorney for Main and Schiera Main*

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

Executed on April 24, 2007 at Chicago, Illinois.

  
Jennifer S. Diamond

SCANNED