

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
07-21267-CIV-LENARD/TORRES**

UNITED STATES COMMODITY FUTURES TRADING COMMISSION)	
)	
Plaintiff,)	
)	
v.)	Consent Order of Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief as to Defendant Forefront Investments Limited Partnership
The Liberty Mutual Group, Inc., Addison Financial Group, Inc., Addison Management Group, Inc., Hamlin Mercer Group, Inc., Colfax Management Group, Inc. (collectively, "Addison Enterprise"), Alan Lerner, Forefront Investments Limited Partnership, Todd Guthrie, and Benji Dayan,)	
)	
Defendants.)	

INTRODUCTION

On May 16, 2007, Plaintiff, the Commodity Futures Trading Commission ("Commission"), filed its Complaint for permanent injunction and other equitable relief against defendants The Liberty Mutual Group, Inc. ("LMG"), Addison Financial Group, Inc. ("Addison Financial") and Addison Management Group, Inc. ("Addison Management") (collectively, "AMG"), Hamlin Mercer Group, Inc. ("Hamlin Mercer") and Colfax Management Group, Inc. ("Colfax") (collectively, "HMG"),¹ Alan Lerner ("Lerner"), Forefront Investments Limited Partnership ("FILP"), Todd Guthrie ("Guthrie"), and Benji Dayan ("Dayan") (collectively, "Defendants") for violations of the Commodity Exchange Act, as amended ("Act"), 7 U.S.C. §§ 13a-1 *et seq.* (2002), and the Commission Regulations promulgated thereunder ("Regulations"), 17 C.F.R. §§ 1 *et seq.* (2006). On May 16, 2007, this Court entered an *ex parte* Statutory Restraining Order [D.E. 5], *inter alia*, enjoining the Defendants from further violations of the

¹ LMG, AMG and HMG are collectively referred to herein as the "Addison Enterprise."

Act and Regulations, freezing relevant assets of the Defendants, and prohibiting the destruction of books and records ("SRO Order").

I.

CONSENTS AND AGREEMENTS

Solely, to effect settlement of the matters alleged in the Complaint in this action without a trial on the merits, presentation of evidence, or further judicial proceedings:

1. FILP agrees to entry of this Consent Order of Permanent Injunction and Equitable Relief ("Consent Order");

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

3. FILP acknowledges proper service of the Summons and Complaint;

4. FILP admits the jurisdiction of this Court over it in this action and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2002);

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

6. FILP waives:

a. all claims that it may possess under the Equal Access to Justice Act (EAJA), 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000), and/or Part 148 of the Regulations, 17 C.F.R. §§ 148.1, et seq. (2008), relating to or arising from this action;

b. any claim that it may possess under the Small Business Regulatory Enforcement Fairness Act, 1996 HR 3136, Pub. L. 104-121, §§ 231-232, 110 Stat. 862-

63 (Mar. 29, 1996), as amended by Pub.L. No. 110-28, 121 Stat. 112 (2007), relating to or arising from this action;

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

d. all rights of appeal from this action;

7. FILP consents to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this Consent Order and for any other purposes relevant to this action, even if FILP now or in the future operates outside the Southern District of Florida;

8. FILP agrees that neither it nor any of its agents, employees, contractors, representatives or attorneys shall take any action or make any public statement denying, directly or indirectly, any allegations in the Complaint or findings in this Consent Order, or creating or tending to create the impression that the Complaint or this Consent Order are without factual basis; provided, however, that nothing in this provision shall affect FILP's: i) testimonial obligations; or ii) right to take legal positions in other proceedings to which the Commission is not a party. FILP shall undertake all steps necessary to assure that all of its agents, employees, contractors, representatives or attorneys under its authority and/or actual or constructive control understand and comply with this agreement;

9. In consenting to the entry of this Consent Order, FILP neither admits nor denies the allegations of the Complaint or the Findings of Fact and Conclusions of Law contained in this Consent Order, except as to jurisdiction and venue, which it admits. FILP, however, agrees and intends that all of the allegations of the Complaint and all of the Findings of Fact and Conclusions of Law made by this Court and contained in Part II of this Consent Order shall be

taken as true and correct and be given preclusive effect, without further proof, in the course of (1) any current or subsequent bankruptcy proceeding filed by, on behalf of, or against any Defendant; (2) a proceeding to enforce this Consent Order; or (3) a proceeding pursuant to Section 8a of the Act, 7 U.S.C. § 12a(1), and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 et seq.

10. FILP shall provide the Commission with immediate notice of any bankruptcy filed by, on behalf of, or against it and shall provide reasonable notice (within thirty days) of any change of address, phone number, or contact information in the manner required by Part V of this Consent Order until such time as its obligations set forth in the Consent Order are satisfied; and

11. No provision of this Consent Order shall in any way limit or impair the ability of any person to seek any legal or equitable remedy against FILP in any other proceeding.

II.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of the following Findings of Fact and Conclusions of Law without a trial on the merits, presentation of evidence, or further judicial proceedings.

A. Findings of Fact

The Parties

1. The **United States Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged with responsibility for administering and enforcing the provisions of the Act and the Regulations.

2. **Forefront Investments Limited Partnership** was incorporated in Florida on January 18, 2005. FILP's registered business address is listed as 2999 NE 191st Street, Suite 804, Aventura, Florida. From January 18, 2005 through June 28, 2005, Dayan was listed with the Florida State Division of Corporations as the general partner of FILP. On June 29, 2005, Dayan resigned as General Partner of FILP and FFLP Holdings, Inc. ("FFLP"), a holding firm owned by Guthrie, became FILP's General Partner. Dayan, however, remained as a limited partner of FILP and continued to own over 99% of FILP. During the relevant period, either Guthrie and/or Dayan controlled the day-to-day operations of FILP. From February 7, 2005 through April 14, 2006, FILP entered into successive introducing agreements with LMG, AMG, and HMG for the purpose of acting as the counterparty to the off-exchange foreign currency ("forex") options transactions solicited by LMG. FILP has never been registered with the Commission in any capacity, nor has it ever been a material affiliate of a registrant.

Off-Exchange Forex Operation

3. From at least February 2005 through June 2006 (the "relevant period"), the Addison Enterprise solicited retail customers to engage in off-exchange forex options transactions with FILP as the counterparty to each transaction. During the relevant period, the Addison Enterprise firms, including LMG, AMG, and HMG, operated as a common enterprise.

4. FILP accepted orders and funds from customers solicited by the Addison Enterprise for the purpose of trading off-exchange forex options transactions. FILP deposited these customer funds into segregated accounts maintained and controlled by FILP.

5. Most, if not all, of the retail customers solicited by the Addison Enterprise, possessed assets of less than \$5,000,000. Most, if not all, of the customers entered into the forex options transactions for the purpose of speculating on price movements and not to manage any

risk associated with any asset owned or liability incurred, or reasonably likely to be owned or incurred.

6. During the relevant period, customers solicited by the Addison Enterprise rarely made profits and were exposed to significant risk of loss. In fact, customers solicited by the Addison Enterprise lost at least \$7,081,036.63 out of approximately \$7,611,306.46 that they deposited. During this same period, Addison Enterprise generated commissions totaling approximately \$3,329,524.50.

7. The Addison Enterprise firms have never been registered with the Commission in any capacity.

8. FILP has never been registered with the Commission in any capacity nor has it ever been an affiliated person of a Futures Commission Merchant ("FCM") registered under the Act that is required to make or keep records under Section 4f(c)(2)(B) of the Act, 7 U.S.C. § 6f(c)(2)(B) (2002). Accordingly, FILP was not a proper counterparty to the forex transactions entered into with the customers solicited by the Addison Enterprise.

9. At all times during the relevant period, Lerner was the President of each company comprising the Addison Enterprise and exercised control over the day-to-day operations of the Addison Enterprise firms.

10. At all times during the relevant period, Dayan and/or Guthrie controlled the day-to-day operations of FILP. From approximately January 18, 2005 through June 28, 2005, Dayan was listed as the general partner of FILP. From June 29, 2005 through May 16, 2007, Guthrie was listed as the President of FFLP, the general partner of FILP. Guthrie, as Chief Financial Officer, and Dayan, as President, controlled the bank account into which FILP deposited the Addison Enterprise's customer funds. During the relevant period, Guthrie and/or Dayan signed

checks on behalf of FILP. Dayan and Guthrie were responsible for hiring and supervising employees of FILP. Dayan and Guthrie, on behalf of FILP, signed the introducing agreements entered into by Addison Enterprise.

Fraudulent Solicitation of Customers

11. During the relevant period, Addison Enterprise employees, who were under the control of Lerner, routinely made misleading statements to prospective customers regarding the likelihood of making large profits, including, but not limited to, the following or words to this effect:

- that small moves in the price of the Euro would make it easy enough to double or triple accounts in six to nine months;
- that the customer could realize a profit in thirty (30) days and a 200% return in ninety (90) days;
- that a few cents move in the currency would generate large profits;
- that if the customer invested with the account executive, the account executive “could assure possible high profits.” This account executive also asked the customer to “Promise me that when I make you a millionaire you will come and visit me;”
- that the account executive made several clients wealthy and that the account executive would make the customer a lot of money too;
- that the account executive was making “so much” money and the people he made trades for were making “so much” money. The account executive laughed about how the customer would come to Florida and buy him dinner and drinks after he made all of this money for the customer; and

- that other customers were successful and making lots of money.

Given these statements of profit potential, a reasonable investor would have found it material to learn that a vast majority of Addison Enterprise customers closed their accounts at a loss.

12. During the relevant period, Addison Enterprise employees, who were under the control of Lerner, routinely made misleading statements to prospective customers regarding the risk of loss associated with trading forex options, including, but not limited to, the following or words to this effect:

- that the customer should not worry because the account executives were experts and they used a strategy of splitting transactions that spread the risk. This customer lost \$85,310 of his \$86,000 investment;
- that although there was risk, as long as the customer followed the account executive's advice, he would manage the investment and make money for the customer. This account executive also claimed to have field representatives all across the globe, monitoring the local climate and giving up-to-the-second advice on investing. This customer lost approximately \$108,500 of his \$116,000 investment;
- that the customer should buy contracts for both the upside and the downside because the upside contracts would make a lot of money while the downside would cover the investment if the currency price went down. This customer lost \$141,960 of his approximately \$143,700 investment; and
- that if the customer worked with the account executive, there would be low risk to the customer's capital, with losses, if any, being small. Another account executive represented to this customer that "I promise I won't let this

trade hurt you. If it starts to go against us, I will get you out....” This customer lost \$194,895 of his \$194,900 investment.

Given these statements that misleadingly minimized the risk of loss, a reasonable investor would have found it material to learn that a vast majority of Addison Enterprise customers closed their accounts at a loss.

13. In addition to such statements, Addison Enterprise employees provided actual and prospective customers with misleading profit illustrations that made it seem that profits were likely in that they represented that there was a direct correlation between an increase in the value of a foreign currency and the resulting profit to the holder of a call option for that currency. These profit illustrations were memorialized in scripts provided to Addison Enterprise employees. Lerner was aware of these scripts and that they were provided to Addison Enterprise employees. One of the scripts provides a hypothetical example of what is described as a “tremendous profit making opportunity.” The example represents that one contract would leverage \$150,000 and that each penny move equals \$1,500 in profit. The example further suggests that the customer could realize a gross profit of \$150,000 if they purchased 10 contracts based on a projected 10 cent increase in the value of the foreign currency. Immediately following this profit example, the script reads: “Tell me _____, is that the type of money you’re looking to make and if we’re only half right, I don’t think you will be too unhappy, do you agree?” These representations together convey the message that a prospective customer could expect to make a significant profit based upon small upward movements in the value of a foreign currency. Given these statements of profit potential, a reasonable investor would have found it material to learn that a vast majority of Addison Enterprise customers closed their accounts at a loss.

14. Lerner knew that Addison Enterprise employees were making statements that over-emphasized profit potential or minimized risk of loss. Lerner also knew that most Addison Enterprise customers closed their accounts at a loss, and many at a substantial loss. Despite such knowledge, Lerner did not direct Addison Enterprise employees to disclose to actual and prospective customers the losses sustained by Addison Enterprise customers. As a result, Addison Enterprise account executives did not disclose to actual and prospective customers the losses sustained by Addison Enterprise customers while making statements that overemphasized profit potential or minimized risk of loss.

The Addison Enterprise's Agency Relationship with FILP

15. During the relevant period, FILP entered into introducing agreements with each of the firms comprising the Addison Enterprise.

16. Each of the introducing agreements between FILP and the Addison Enterprise were identical in content.

17. Lerner signed each of the introducing agreements on behalf of the Addison Enterprise.

18. Dayan and/or Guthrie signed each of the introducing agreements on behalf of FILP.

19. From at least February 2005 through February 2006, the Addison Enterprise introduced customers exclusively to FILP. The various entities that comprised the Addison Enterprise, as well as their employees, acted as agents to FILP.

20. As part of the Addison Enterprise/FILP business arrangement, FILP provided the Addison Enterprise with its account opening documents. FILP also provided the Addison

Enterprise with business continuity documents, which outlined how the Addison Enterprise was to operate its business.

21. FILP provided the Addison Enterprise with promotional materials, including charts and news articles concerning forex to be provided to potential customers. FILP provided such materials to the Addison Enterprise to assist it in soliciting more business for FILP.

22. Moreover, on a daily basis, FILP provided the Addison Enterprise with trade recommendations, including the bid and ask prices of specific forex options contracts. Addison Enterprise employees would provide to customers these trade recommendations. The trade recommendations made by FILP were frequently out-of-the-money, and deep-out-of-the-money options. FILP provided such trade recommendations to the Addison Enterprise to assist it in generating more business for FILP.

23. The Addison Enterprise charged customers \$240 per round-turn for each option transaction and \$380 for each spread transaction. These commissions were collected by FILP.

24. FILP deducted a "clearing fee" from the commissions owed to the Addison Enterprise. The clearing fees were held by FILP as a "legal fund" on behalf of the Addison Enterprise. Specifically, these funds were set aside by FILP to be used to settle any disputes Addison Enterprise customers had concerning their trading accounts.

25. Larry Freedberg ("Freedberg") was hired by FILP to be the customer service representative for FILP. Freedberg was also listed as an employee of AMG on AMG internal business documents. Freedberg negotiated settlement agreements between AMG customers and AMG and FILP. Freedberg signed these agreements on behalf of AMG and FILP.

26. Joseph Prager ("Prager"), an employee of Addison Management and Hamlin Mercer in 2005 and early 2006, also received a payment in the amount of \$6,431.64 from FILP

in September 2005. In 2005 and 2006, Prager was also a contract employee for F8 Real Estate Management, Inc. ("F8 Real Estate"), which was a firm engaged by Guthrie to provide back-office services and act as a paymaster for FILP. Between November 2005 and June 2006, Prager was paid approximately \$61,375 by F8 Real Estate.

B. Conclusions of Law

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

2. Venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, in that all Defendants are found in, inhabit, or transact business in this district, and/or the acts and practices in violation of the Act have occurred, are occurring, or are about to occur within this district, among other places.

3. This Court has personal jurisdiction over FILP, pursuant to Section 6c of the Act, 7 U.S.C., § 13a-1, which acknowledges service of the Complaint and consents to the Court's jurisdiction over it.

4. The Commission and FILP have agreed to this Court's continuing jurisdiction over each of them for the purpose of enforcing the terms of this Order, and for any other purposes relevant to this action.

Violation of Section 4c(b) of the Act and Regulation 32.11(a)

5. By the conduct described in Section II.A above, FILP, by and through its employees, solicited and/or accepted orders and/or funds for the purchase and sale of forex

options contracts that were not conducted on or subject to the rules of a contract market or foreign board of trade, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulation 32.11(a), 17 C.F.R. § 32.11(a) (2006).

Violation of Section 4c(b) of the Act and Regulations 1.1(b)(1),(3) and 32.9(a),(c)

6. By the conduct described in Section II.A above, Lerner, by and through Addison Enterprise employees, in connection with offers to enter into, the entry of, the confirmation of the execution of forex options transactions, cheated or defrauded or attempted to cheat or defraud customers, and deceived or attempted to deceive customers, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2006).

7. Lerner was acting as an agent of or acting for the Addison Enterprise entities when he cheated or defrauded or attempted to cheat or defraud customers, and deceived or attempted to deceive customers and, therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002), and Regulation 1.2, 17 C.F.R. § 1.2 (2006), the Addison Enterprise entities are liable for Lerner's violations of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2006).

8. Addison Enterprise was acting as the agent of or acting for FILP when it fraudulently solicited customers, and therefore pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2002), and Regulation 1.2, 17 C.F.R. § 1.2 (2006), FILP is liable for Addison Enterprise's violations of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2006).

III.

ORDER OF PERMANENT INJUNCTION

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:

1. FILP is permanently restrained, enjoined, and prohibited from directly or indirectly cheating or defrauding or attempting to cheat or defraud other persons and willfully deceiving or attempting to deceive other persons in or in connection with an offer to enter into, the entry into, or the confirmation of the execution of any commodity option transaction, including options transactions in foreign currency, subject to the Commission's jurisdiction, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2002), and Regulations 1.1(b)(1) and (3), and 32.9(a) and (c), 17 C.F.R. §§ 1.1(b)(1) and (3), and 32.9(a) and (c) (2006).

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

- a) trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29);
- b) engaging in, controlling or directing the trading for any commodity interest account for or on behalf of any other person or entity, whether by power of attorney or otherwise;
- c) applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), or acting as a principal, agent or any other officer or employee of any person registered, exempted from registration or required to be registered with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9);

- d) entering into any commodity interest transactions for FILP's own accounts, for any account in which FILP has a direct or indirect interest, and/or having any commodity interests traded on its behalf; and
- e) engaging in any business activities related to commodity interest trading, including options transactions in foreign currency, subject to the Commission's jurisdiction.

IV.

ORDER FOR OTHER EQUITABLE RELIEF

IT IS HEREBY ORDERED that:

Appointment of Monitor

1. To effect payment by FILP and distribution of restitution, the NFA is appointed as Monitor ("Monitor"). The Monitor shall collect restitution payments from FILP and make distributions as set forth below. Because the Monitor is not being specially compensated for these services, and these services are outside the normal duties of the Monitor, the Monitor shall not be liable for any action or inaction arising from its appointment as Monitor, other than actions involving fraud.

Restitution Obligations

2. FILP shall be obligated to pay restitution, jointly and severally with any other Defendant ordered to pay restitution in this action, for customer losses in the amount of \$7,081,036.63, plus post-judgment interest.

3. Post-judgment interest shall accrue commencing upon date of entry of the Consent Order.² The post-judgment interest rate shall be determined by using the Treasury Bill rate prevailing on the date of entry of the Consent Order, pursuant to 28 U.S.C. § 1961.

4. FILP's restitution obligation is immediately due and owing.

² The date of the "entry of the Consent Order" shall be the date the Court signs the Consent Order.

5. FILP shall make restitution payments under this Consent Order payable to "The Liberty Mutual Group et al. Settlement Fund" and shall send such restitution payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's, or bank money order, to Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under cover letter that identifies FILP and the name and docket number of the proceeding. FILP shall simultaneously transmit copies of the cover letter and the form of payment to: (a) the Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1152 21st Street, N.W., Washington, D.C. 20581, and (b) the Chief, Office of Cooperative Enforcement, at the same address.

6. In the event that FILP receives funds in connection with the forex operation described herein, FILP shall immediately pay such funds to the Monitor, except as provided in paragraph 7 of this Section.

7. The Monitor shall oversee FILP's restitution obligation and shall have discretion to determine the manner for distribution of funds in an equitable fashion to customers identified in Attachment A, filed *in camera*, as appropriate, or may defer distribution until such time as it deems appropriate. In the event that the amount of restitution payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative costs of the making of a restitution distribution is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth in paragraph 14 of this Section.

8. Attachment B to this Order, filed *in camera*, is a list of accounts held in the name of FILP at various banks. Each bank listed in Attachment B is hereby authorized and directed to

transfer to the Monitor, within thirty (30) days of service of this Order, all funds in the listed accounts, less any amounts required to cover the financial institutions' outstanding administrative or wire transfer fees. Each bank listed in Attachment A shall contact the Monitor for transfer instructions. At no time shall any defendant be afforded access to, or be provided with any funds from, these accounts. Defendants shall cooperate fully with the banks and the Monitor in ensuring the transfer of these funds.

9. Nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under state or common law.

10. To the extent that any funds accrue to the U.S. Treasury as a result of the restitution obligations in this Consent Order, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth in paragraph 7 of this Section.

Civil Monetary Penalty

11. FILP shall pay a Civil Monetary Penalty ("CMP") in the amount of \$1,065,459.61.

12. Post-judgment interest shall accrue commencing on the date this Consent Order is entered. The post-judgment interest rate shall be determined by using the Treasury Bill rate prevailing on the date this Consent Order is entered, pursuant to 28 U.S.C. § 1961.

13. FILP's CMP obligation is immediately due and owing, subject to paragraphs 14 and 15 of this Section. FILP shall pay the CMP obligation by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, the payment shall be made payable to the Commodity Futures Trading Commission and sent to the address below:

Commodity Futures Trading Commission
Division of Enforcement

ATTN: Marie Bateman – AMZ-300
DOT/FZZ/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-6569

If payment by electronic transfer is chosen, FILP shall contact Marie Bateman or her successor at the address above to receive payment instructions and shall fully comply with those instructions. FILP shall accompany payment of the CMP with a cover letter that identifies himself as the payor and the name and docket number of this proceeding. FILP shall simultaneously transmit copies of the cover letter and the form of payment to (a) the Director, Division of Enforcement, Commodity Futures Trading Commission, 1155 21st Street, NW, Washington, D.C. 20581, and (b) the Chief, Office of Cooperative Enforcement, Division of Enforcement, at the same address.

Priority of Monetary Sanctions and Partial Payments

14. All payments by FILP pursuant to this Consent Order shall first be applied to satisfaction of FILP's restitution obligation, consistent with the authority granted the Monitor, above. After satisfaction of FILP's restitution obligation, payments by FILP pursuant to this Consent Order shall be applied to satisfy his CMP obligation.

15. Any acceptance by the Commission and/or Monitor of partial payment of FILP's restitution obligation and/or CMP obligation shall not be deemed a waiver of the respective requirement to make further payments pursuant to this Consent Order, or a waiver of the Commission's and/or Monitor's right to seek to compel payment of any remaining balance.

Lifting of Asset Freeze

16. Except as provided in Paragraph IV.8., above, upon the entry of this Consent Order, the provisions of the Court's May 16, 2007 SRO that impose a freeze on FILP's assets

shall be lifted. Pursuant to this paragraph, the asset freeze is lifted from the accounts identified in Attachment C, filed *in camera*.

V.

OTHER PROVISIONS

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

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

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

4. Equitable Relief: The equitable relief provisions of this Consent Order shall be binding upon FILP and any person who is acting in the capacity of officer, agent, employee, servant of FILP, and any person acting in active concert or participation with FILP who receives actual notice of this Consent Order by personal service or otherwise.

5. Acknowledgments: Upon being served with a copy of this Consent Order after entry by this Court, FILP shall sign an acknowledgment of service and serve such acknowledgment on this Court and the Commission within seven days.

6. Invalidation: If any provision or the application of any provision of this Consent Order is held invalid, the remainder of the Consent Order and the application of the provision to any other person shall not be affected by the holding.

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

8. Authorization: Dayan hereby warrants that: he is the owner of FILP; this Consent Order has been duly authorized by FILP; and he has been duly empowered to sign and submit this Consent Order on behalf of FILP.

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

Done and ORDERED in Chambers at Miami, Florida this 4th day of December,

2008.




Honorable Edwin G. Torres
United States Magistrate Judge

05/15/2002 01:23 3057491028

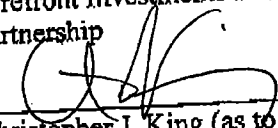
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CONSENTED TO AND APPROVED BY:

Approved for Entry:



Benji Dayan, on behalf of
Forefront Investments Limited
Partnership

Date: 10/03/08


Christopher J. King (as to form only)
HomerBonner, P.A.
The Four Seasons Tower
1441 Brickell Avenue
Suite 1200
Miami, Florida 33131
Telephone: (305) 350-5100
Facsimile: (305) 982-0069
cking@homerbonnerlaw.com

Date: 10/03/08

Attorney for Defendant Forefront Investments Limited Partnership


Eugene Smith, Trial Attorney
SD Fla. No. A5500944, esmith@cfic.gov
Christine Ryall, Lead Trial Attorney
Florida Bar No. 0983550, cryall@cfic.gov
Division of Enforcement
Commodity Futures Trading Commission
Three Lafayette Centre, 115 21st Street, N.W.
Washington, D.C. 20581
(202) 418-5371 (Smith)
(202) 418-5523 facsimile

Date: 11/10/08

Attorneys for Plaintiff

ATTACHMENT

A

Customer Losses

Acpal	Dawn	637 Ukali St	Wailuku	HI	96793	(\$139,875.00)
Adams	Jerry and Amy	38 Rockledge Ct	The Woodlands	TX	77382	(\$4,975.00)
Anderson	James	3654 Wightwood Dr	Studio City	CA	91604	(\$36,530.00)
Ardler	Kevin	2155 Roundtop Dr	Colorado Springs	CO	80918	(\$6,950.00)
Antes	William	1106 Huntingdon Dr	San Jose	CA	95129	(\$4,530.00)
Babb	Errol	4980 Welcome All Rd SW	College Park	GA	30349	(\$14,900.00)
Bagi	Albert	3119 Harvard Pl	Granite City	IL	62040	(\$40,350.00)
Baker	James	8326 Haeg Dr	Bloomington	MIN	55431	(\$14,910.00)
Balboni	Henry	1329 Doyln Dr	Cary	NC	27511	(\$14,775.00)
Baldauf	Ivln	11829 Coll Rd	Mendon	OH	45862	(\$4,960.00)
Barkema	Dean	732 S Monroe Ct	Mason City	IA	50401	(\$49,147.50)
Barnwell	Hugh	13724 Cordary Ave #17	Hawthorne	CA	90250	(\$8,765.00)
Beck	Michael	6079 S Broadway	Littleton	CO	80121	(\$4,460.00)

Tuesday, June 17, 2008

Bennett	Tom	190 Townsend Drive	Pelham	NY	10807	(\$85,410.00)
Best	David	2620 Bellevue Way NE #12	Belvue	WA	98004	(\$59,740.00)
Bhatt	Yogesh	37 Cardinal Dr	Poughkeepsie	NY	12601	(\$4,975.00)
Blodeau	Donald	350 Brook St	Bristol	CT	06010	(\$4,190.00)
Blotter	Kevin	422 N 150 E	Hyde Park	UT	84318	(\$4,915.00)
Bolyog	Michael	6438 Pardale Valley Drive	McKinney	TX	75071	(\$4,990.00)
Bond	Jeffrey	409 Walnut Grove Road	Peachtree City	GA	30269	(\$9,185.00)
Bowers	David	13730 Burke Road	Los Altos Hills	CA	94022	(\$14,200.00)
Bradley	Robert	6 Kerrie Cr	Franklin	MA	02038	(\$3,900.00)
Branin	Ernest	1339 Whitlown Rd	Royboro	NC	27574	(\$4,975.00)
Bredeson	Gary	6385 Goodview Bay	South Cottage Grove	MN	55016	(\$4,900.00)
Brewster	David	15842 Cobblestone	La Miranda	CA	90638	(\$19,385.00)
Brobst	Robert	349 Schooley Mt Rd	Hackettstown	NJ	07840	(\$68,337.50)
Brown	Michael	81 Lancaster Ave #208.	Malvern	PA	19365	(\$34,060.00)
Burdo	Phillip	23 Sunrise Cr	Snorton	CT	06484	(\$9,800.00)

Tuesday, June 17, 2008

Ganny	John	880 Soda Creek Rd	Evergreen	CO	80439	(\$5,000.00)
Carhart	Russell	2408 Timber Ridge Ct	Patlin	NJ	08859	\$0.00
Carlson	Kathryn	7285 Blackwell Dr SW	Farwell	MN	56327	(\$254,317.50)
Charron	David	11201 N El Mirage Rd #781	El Mirage	AZ	85336	(\$9,860.00)
Cheu	Gilbert	638 15th Avenue	San Francisco	CA	94118	(\$19,260.00)
Christy	Edward	6284 Pine Ridge Ct	Flushing	MI	48433	(\$48,790.00)
Ciriji	Anthony	2 Goldsmith Ave	Medford	MA	02115	(\$19,025.00)
Clark	Gary	5701 Locust St Ext	Lockport	NY	14094	(\$42,830.00)
Compte	Robert	1915 Heatherwood Dr	Toledo	OH	43614	(\$4,800.00)
Cook	Ken	7491 Maple Road	Frankenmuth	MI	48734	(\$4,860.00)
Corcoran	Steven	105 Old Farms Road South	Glastonbury	CT	06073	(\$33,490.00)
Cristea	Gaston	874 W. 11th Street	San Pedro	CA	90731	(\$9,225.00)
Cunningham	Van	27222 170th St	Sleepy Eye	MN	56085	(\$14,662.50)
Dalecke	Jeffrey	8500 N Hummer Dr	Tucson	AZ	85742	(\$8,000.00)
Davis Jr.	James	5229 Drexel Dr	Mobile	AL	36693	(\$78,585.00)

Tuesday, June 17, 2008

Debrah	David	221 James St	Newington	CT	06111	(\$9,905.00)
DeSantis	Henry	4 Tree Top Lane	Lynnfield	MA	01940	(\$11,117.50)
Diep	Adam	25226 Grovemood	Lake Forest	CA	92630	(\$14,700.00)
Dimick	Daniel	1228 Beecher Ave	Brigham	UT	84302	(\$4,900.00)
Dolan	Brian	528 Granite Rd CR 521 BX	Granby	CO	80446	(\$10,000.00)
Dougherty	Dennis and Linda	1113 Hessian Ave	National Park	NJ	08063	(\$9,950.00)
Drake	Robert	1681 D Street	Blaine	WA	98231	(\$47,640.00)
Dvorak	Will	1525 McFarlan St	Eureka	CA	95501	(\$29,390.00)
Edge	Clinton	4641 Stonebridge Cove	Tupelo	MS	38801	(\$1,490.00)
Ellsworth Family Trust		4722 El Portal Court	Sparks	NV	89436	(\$71,595.00)
Emard	Larry	6864 Sunrise Dr	Circle Pines	MN	55014	(\$9,990.00)
Engleman	Jesse	533 Yellow Jacket Rd	Dayton	NV	89403	(\$4,975.00)
Etikson	Robert	389 River Road	Hinckley	OH	44233	(\$14,700.00)
Esplan	Victor	17903 Red Cedar Rd	Cold Spring	MN	55320	(\$2,535.00)
Evans	Darh	188 Penny Lane	Logan	UT	84341	(\$9,965.00)

Tuesday, June 17, 2008

Falmer	Greg	6683 Whitbourne Dr	San Jose	CA	95120	(\$25,480.00)
Friend	Russell	10941 SR 771	Leesburg	OH	45135	(\$11,850.00)
Fritzinger	Robert	8145 Placita Sur Oeste	Tucson	AZ	85741	(\$147,000.00)
Fulkerson	Wiley Joseph	7820 Kingsley Rd	Meadowlands	MN	55765	(\$10,000.00)
Gaines	Terry	3843 South 8th St	Tacoma	WA	98405	(\$9,950.00)
Gardenhire	Richard	1457 N Brampton	Rialto	CA	92376	(\$29,372.50)
Gardner	Ryan	13046 S Mountain Crest Cir	Draper	UT	84020	(\$4,960.00)
Gardner 1990 Revocable Trust		PO Box 26	Summers	AR	72769	(\$9,800.00)
German	Thomas	1902 Parkvue RD	Fallston	MD	21047	(\$22,730.00)
Gillikin	Alvin	485 Crow Hill Rd.	Bearfoot	NC	28513	(\$60,000.00)
Gilreath	Richard	801 First Street NE	New Prague	MIN	56071	(\$14,700.00)
Granger	Leroy	622 Hwy 905	Conway	SC	29526	(\$153,827.50)
Gray Jr.	Richard E	13364 S West Bay Shore D	Traverse City	MI	49684	(\$7,505.00)
Gutierrez	William	3009 Fillmore Ave	Brooklyn	NY	11234	(\$4,900.00)
Halsten	David	156 Robin Dr	Jackson	GA	30233	(\$19,825.00)

Tuesday, June 17, 2008

Hall	Stephen	390 Peppertree Loop	Anchorage	AK	99504	(\$28,580.00)
Hamilton	Patrick F.	10201 Oak Park Ave	Northridge	CA	91325	(\$11,760.00)
Hanes	James	9228 90th St	Princeton	MN	55371	(\$350.00)
Hannold	Randy	8470 Sirmup St	Riverside	CA	92509	(\$4,975.00)
Hanson	James	2613 380th St	Boyd	MN	56218	(\$4,860.00)
Harsh	Stanley and Leah	R1 Box 258	Egdon	WV	26716	(\$52,415.00)
Hassard	Larry	4327 S 2900 E	Salt Lake City	UT	84124	(\$82,875.00)
Hay	Roy	202 N 22nd St	Ashland	NE	68003	(\$8,405.00)
Hayob	Richard	7763 Monrovia	Lenexa	KS	66216	(\$54,950.00)
Hersey	James	6353 E Hidalgo St	Apache Jct	AZ	85219	(\$25,790.00)
Hervol Jr.	Nick	1409 S Sadler St	Deming	NM	88030	(\$4,875.00)
Hicken	Keith	10971 South 3000 W	Myton	UT	84052	(\$24,560.00)
Hinkle	K. Brooks	1016 E. Lincolnway	Cheyenne	WY	82009	(\$33,920.00)
Hirschman	Lee	239-10 87th Ave	Bellerose	NY	11426	(\$58,470.00)
Hitchcock	Michael	706 N Windsor	Mesa	AZ	85213	(\$141,960.00)

Tuesday, June 17, 2008

Hoffman	Thomas	7832 NE 156th	Kennmore	WA	88028	(\$4,655.00)
Hofmann	Joseph	47811 400th Street	New York Mills	MN	56567	(\$89,975.00)
Honea	John	3362 Pitcher Plant Cr	Pensacola	FL	32506	(\$9,460.00)
House	Andrew	3184 Montebello Drive Wes	Colorado Springs	CO	80918	(\$8,755.00)
Howard	Frankie	39 Cutler Drive	Savannah	GA	31419	(\$95,780.00)
Hubers	Jon	9261 N 950 W	DelMotte	IN	46310	(\$22,235.00)
Huff	Brian	51914 Buckhorn Road	Three Rivers	MI	49083	(\$19,620.00)
Hunt	Charles	1129 Scarlet Oak	East Jackson	MI	49201	\$0.00
Jaco	Neal	3442 Sweeney Hollow Roa	Franklin	TN	37064	(\$23,975.00)
Jacobar	Paul	25342 Barants	Laguna Hills	CA	92653	(\$4,780.00)
Jaeger	Virgil	240 Coulee Dr	Washburn	ND	58577	(\$4,975.00)
Jenkins	Paul	1437 Green Grove Rd	Brick	NJ	08724	(\$14,885.00)
Jerry Cannon Trust		22 Hillsborough Dr	Pleasant View	UT	84414	(\$33,630.00)
Johnson	Herbert	645 Hickory Rd	Southold	NY	11971	(\$9,355.00)
Jones	Ray	560 Copperhead	Mineral Wells	TX	76067	(\$4,960.00)

Tuesday, June 17, 2008

Joyce	Larry	803 Lake St	Emmettsburg	IA	60536	(\$81,115.00)
Juanaz	Richard	1766 E Gerard Ave	Merced	CA	95340	(\$18,765.00)
Jweda	Kamal	18853 Strasburg	Detroit	MI	48205	(\$17,912.50)
Kejser	Hans	3620 Carmel Rd	Charlotte	NC	28226	(\$4,800.00)
Kelley Family Trust		1327 Pavo Real	San Clemente	CA	92673	(\$43,120.00)
Kerolis	John	47 L St	Beaver	PA	15009	(\$39,620.00)
Kimball	Kent	83 Glenridge Ct	Howard	OH	43028	(\$9,155.00)
Klappe	Kavin	614 W Hill Ave #13	Knoxville	TN	37902	(\$32,860.00)
Kondratowicz	Steve	25409 Cayuga Lake	Barrington	IL	60010	(\$16,470.00)
Korsberg	James	107 W Baileysburg Lane	Dayton	WA	99328	(\$500.00)
Kosalek	Francis	3121 Honey Run Dr	York	PA	17404	(\$8,560.00)
Krapfl	James	1850 Curce Rd	Bernard	IA	52032	(\$9,860.00)
Kraples	Glenn	7 Vrhickas Dr	West Patterson	NJ	07424	(\$24,830.00)
Kruger	Ronald	2001 S Cimarron Rd	Las Vegas	NV	89117	(\$9,265.00)
Kulm	Robert	3109 11th St	Silvie	IL	61282	(\$39,547.50)

Tuesday, June 17, 2008

Lane	Dwight	805 2nd Ave SE	Barnesville	MN	56514	(\$9,225.00)
Lange	Glenn	2260 350th St	Rock Valley	IA	51247	(\$675.00)
Larkin	Steven	395 Freedom	Big Water	UT	84741	(\$7,900.00)
Le Cocq	Kenneth	38498 690th Lane	Hill City	MN	55748	(\$6,335.00)
Lemler	Jonathan	1259 W Gonzales Rd	Oxnard	CA	93035	(\$48,915.00)
Leuze	Charles	1204 85th Dr NE	Everett	WA	98205	(\$2,995.00)
Lewis	E. Elwood	120 Gully Branch Lane	Myrtle Beach	SC	29572	(\$80,877.50)
Llan	Shendge	13195 Rover Glen Ct	Oak Hill	VA	20771	(\$73,705.00)
Lebler	Mitchell	802 Yarrow Circle	Dayton	NJ	08810	(\$8,790.00)
Livesley	George	1150 S 26th St	Springfield	OR	97477	(\$23,915.00)
Loewenstein	D. Michael	4915 W. Portland	Springfield	MO	65802	(\$98,300.00)
Ludwig	William	3515 Kennedy Place	Williamsburg	MI	49690	(\$4,975.00)
Marty	Michael	1603 Viking Drive	Buffalo	MN	55313	(\$39,090.00)
Mayhew	Raymond	4610 Calvin Drive	Grand Island	NE	68801	(\$9,875.00)
McCain	Ray	1922 E Juniper Cr	Mesa	AZ	85203	(\$58,010.00)

Tuesday, June 17, 2008

McCarthy	Ron	1707 Danila Ct	Jackson	NJ	08527	(\$9,190.00)
McClatchey	David	56 Pine St	Indianapolis	IN	46227	(\$56,435.00)
McCormick	Ronald	7020 Wmlock Ave	Citrus Heights	CA	95621	(\$25,400.00)
Mearns	John	2 Feta Court	Upper Marlboro	MD	20772	(\$49,900.00)
Merchant	Glenn	4080 E 2351st Rd	Serena	IL	60549	(\$14,480.00)
Meyer	George	3673 S 805 E #3	Slat Lake City	UT	84105	(\$4,900.00)
Meyers	George	19897 St Hwy 22	Richmond	MN	56368	(\$164,645.00)
Miles	Lee	1000 Tetherow Rd	Williams	OR	97544	(\$194,795.00)
Millar	Larry	13432 W Olive St LP	Sandpoint	ID	83864	(\$11,320.00)
Miller	Edward Allan	1200 S St	Las Vegas	NV	89104	(\$9,950.00)
Mills	Susan	3425 E Chandler Blvd #122	Phoenix	AZ	85048	(\$3,350.00)
Moehling	Donald	23805 River Road	Marengo	IL	60152	(\$4,100.00)
Montgomery	Jonathan	1813 Monroe Ave	Neptune	NJ	07753	(\$9,800.00)
Morris	Mark	312 Donhoe Street	East Palo Alto	CA	04303	(\$28,375.00)
Nail Jr.	Thomas	8807 Glenside St	Huntersville	NC	28078	(\$4,710.00)

Tuesday, June 17, 2008

Navarre	John	6116 Jameson	Amarillo	TX	79108	(\$142,790.00)
Neff	Thomas	336 W 5th Place #2	Mesa	AZ	85201	(\$19,825.00)
Nelson	Jimmy R.	PO Box 13365	Tempe	AZ	85284	(\$3,430.00)
Nichols	David	5161 Revere St #3	Chino	CA	91710	(\$9,950.00)
Noe	Kevin	1128 Huntington Rd	Huntington	MA	01050	(\$7,500.00)
Norman	Earl	212 Pools St	East Bend	NC	27018	(\$107,425.00)
Northam	Jeffrey	3875 Whitehouse Creek Ro	Pescadero	CA	94060	(\$14,790.00)
Pagan	Travis	3968 Hollows Glen Court S	Concord	NC	28027	(\$16,975.00)
Panczzo	Barbara	7215 W 112th Place	Worth	IL	60482	(\$4,535.00)
Paradise	John	189 S Main St	Templeton	MA	01468	(\$11,455.00)
Parikh	Premal	1910 N Birchwood Park Ro	Cherry Hill	NJ	08003	(\$3,400.00)
Paulson	Arnold	7855 Honeycomb Rd	Salt Lake City	UT	84121	(\$9,950.00)
Pederson	Charles	17181 Westport Dr	Huntington Beach	CA	92649	(\$75,430.00)
Penigton	James	15859 N 60th Way	Scottsdale	AZ	85254	(\$11,880.00)
Pennington	Arthur and Lois	8011 Strne Rd	Ashley	OH	43003	(\$9,980.00)

Tuesday, June 17, 2008

Phillips	Dennis	6732 Songwood Dr	Austell	GA	30168	(\$4,960.00)
Pipka	George	1571 Hollywell Ave	Mississauga, Ontario	CAN	L5N 4P8	(\$4,975.00)
Plagenza	Jeromy W	4345 Postal Ave	Turlock	CA	95382	(\$4,900.00)
Poebia	Frank	16522 Josephine St.	Brighton	CO	80602	(\$4,900.00)
Porter	Craig	4232 W 1000 N	Rexburg	ID	83440	(\$38,120.00)
Pracht	Jeffrey	1119 Moorestown Cr	Decatur	GA	30033	(\$44,105.00)
Pritchard	Ronald	2196 Major Loring Way	Marletta	GA	30064	\$0.00
Quealy	Lance and Rebecca	1973 Boardwalk Ave	Prescott	AZ	86301	(\$84,657.50)
Rapier	Dallas Brett	PO Box 355	Taylor	AZ	85939	(\$29,910.00)
Reed	Cynthia	1546 Inquoils Dr. NE	Solon	IA	52333	(\$99,555.00)
Ritter	Robert	534 Magna Vista	Santo Barbara	CA	93110	(\$9,985.00)
Rogers	Neal	3318 Clubview Dr	Columbus	GA	31906	(\$9,800.00)
Ross	James	RR3 Box 3111	Roosevelt	UT	84066	(\$19,675.00)
Roussel	Eric	14030 Army Lane	Gonzales	LA	70737	(\$49,165.00)
Rowlands	Robert	1533 Crestview Way #4	Gran Junction	CO	81506	(\$19,910.00)

Tuesday, June 17, 2008

Savage	Steven	25127 Carousel Road	Payne	MN	56362	(\$4,055.00)
Scalise	Joseph	2150 Royce Street	Brooklyn	NY	11234	(\$9,875.00)
Scamman	William	2715 SW 29th St	Topeka	KS	66614	(\$84,365.00)
Schafer	David	840 E Tracker St	Des Plaines	IL	60016	(\$97,435.00)
Schulze	Mark	510 NW 18th St	Grand Prairie	TX	75050	(\$4,015.00)
Schwartz	Keith	388 Queen Street	Flin Flin, Manitoba	Canada	R8A 1P9	(\$7,840.00)
Shelton	Robert	13270 Hunters Breeze	San Antonio	TX	78230	(\$4,900.00)
Silligine	Richard	11 Malvern Ct	Colts Neck	NJ	07722	(\$8,685.00)
Simpson	Casey	1538 Monmouth Blvd	Galesburg	IL	61401	(\$19,185.00)
Sims	Weldon R.	721 N. Meridith Avenue	Dumas	TX	79028	(\$4,975.00)
Skooq	Daniel	207 McKinley Ct	Brick	NJ	08724	(\$9,800.00)
Slagowski	Charles	2216 Westlawn	Rock Springs	WY	82901	(\$16,170.00)
Stocum	William	9035 Bontura Rd	Granbury	TX	78049	(\$59,790.00)
Smalley	Brad	14802 Kennedy Place NE	Duwall	WA	98019	(\$19,825.00)
Smith	Tony	23 Watchman Ct	Rochester	NY	14624	(\$57,695.00)

Tuesday, June 17, 2008

Sowers	Robert	301 Dee Ann St	Gallup	NM	87301	(\$19,930.00)
Spartacus Consulting		2532 Blue Ridge Tr	Flower Mound	TX	75028	(\$24,570.00)
Stakes	Jeffrey	104 Stallion Court	Smithfield	VA	23430	(\$14,825.00)
Stamworth	David	6820 SW 2350 West	West Jordan	UT	84084	(\$4,975.00)
Stanwicki	Edward	1050 Timber Winds Drive S	Walker	MI	49544	(\$5,970.00)
Stolle	Larry	962 U Ave	Boone	IA	50036	(\$13,415.00)
Straecker	Earl N.	7217 Ashbury Lane	Finolay	OH	49540	(\$34,825.00)
Stringer	James	259 Weid Street	New Bedford	MA	02742	(\$27,370.00)
Stroer	Lois A.	8606 Amblerwood	Houston	TX	77099	(\$4,040.00)
Stubbs	Samuel	212 E Marhathon Dr	Tempe	AZ	85282	(\$23,171.63)
Tartaro	Artie	2610 W Holly St	Phoenix	AZ	85009	(\$39,435.00)
Tavis	Richard	232 N Jefferson St	Moscow	ID	83843	(\$95,970.00)
Taylor	Walker	7858 Astler Ave	Yucca Valley	CA	92284	(\$34,207.50)
Tetraut	Alvah	1045 Mulberry Cr	Coralville	IA	52241	(\$4,900.00)
Ticineto	Carlo	24481 Summerhill	Los Altos	CA	94024	(\$209,285.00)

Tuesday, June 17, 2008

Tom	Cameron	7696 Warden Rd	Baulah	MI	49617	\$0.00
Touet	James	1682 Liberty Hwy	Osceola	IA	50213	(\$14,530.00)
Valenson	Cathleen	1764 Redwood Way	Upland	CA	91784	(\$9,950.00)
Vinifore	Jon	9 Locust Road	Poughkeepsie	NY	12603	(\$64,385.00)
Von Bokel	Mary Jane	PO Box 13	Breese	IL	62230	(\$9,950.00)
Wada	Allen	223-A Kaia Street	Honolulu	HI	96813	(\$14,925.00)
Waidelich	Randall	17929 Bernard Lane	Brainerd	MIN	56401	(\$19,160.00)
Wallace Inc		33691 Rs KK	LaJunta	CO	81050	(\$14,700.00)
Warren	Evelyn	4941 Willow Lane	Marletta	GA	30068	(\$3,535.00)
Warfington	Thomas	122 Dasher Ln	Kitty Hawk	NC	27949	(\$20,000.00)
Wedell	Lawrence	230 Armsley Sq	Ontario	CA	91762	(\$13,605.00)
Weight	Stephan	PO Box 1643	Roosevelt	UT	84066	(\$14,700.00)
West	Erik	28899 58th Ave	Paw Paw	MI	49079	(\$23,830.00)
White Jr.	Harry	149 N Main St	Hughesville	PA	17737	(\$21,150.00)
Wickman	Edmund	5710 W 154th Ct	Lowell	IN	46356	(\$2,555.00)

Tuesday, June 17, 2008

Willis	Wm. Gerald	8099 W 3rd St	West Baden	IN	47469	(\$29,430.00)
Wilmington Jr.	Robert	17169 Katy Lane	Beaverdam	VA	23015	(\$23,100.00)
Wilson	Gary	PO Box 1865	Washington	NC	27889	(\$4,975.00)
Wojcik	Jeffrey	15 Plank Road	Wiscot	VT	05543	(\$9,155.00)
Wolfe	George	116 Brookhollow Dr	Terrill	TX	75166	(\$17,225.00)
Woodward	Albert	1566 Mount Lebanon Rd	Donalds	SC	29638	(\$62,700.00)
Worthington Trust		8300 W Rambling Rd	Prescott	AZ	86305	(\$14,545.00)
Wylie	James	5828 Hudson Cr	Thornton	CO	80241	(\$29,807.50)
Yamane	Daniel	2616 Puunui Ave	Honolulu	HI	96817	(\$111,170.00)
Zollars	Thomas Patrick	1949 E Edgewood Circle	Mesa	AZ	85204	(\$4,160.00)
					Grand Total	(\$7,031,036.63)

**ATTACHMENT
B**

**FOREFRONT INVESTMENTS LIMITED PARTNERSHIP
FUNDS TO BE TRANSFERRED TO MONITOR**

Banking Institution	Account No.	Account Balance
Wachovia	2000023592276	\$240,677.93
Washington Mutual	1880136867	\$301,928.72
Eagle Bank	4000523224	\$2,672.25
Regions Bank	96-6041-0458	\$124.03

**ATTACHMENT
C**

**FOREFRONT INVESTMENTS LIMITED PARTNERSHIP
FUNDS TO BE RELEASED**

Banking Institution	Account No.	Account Balance
Wachovia	2000023592263	\$10,291.87
Washington Mutual	1880136859	\$9,328.03
Eagle Bank	4000522424	\$62.00
Regions Bank	96-6041-0433	\$15.20
Bank of America	005567604135	\$59.58
Comtrust	COM10497	\$100.00
Comtrust	COM10391	\$100.00