

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

Case No.1:11-CIV-20926-HUCK/BANDSTRA

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U.S. Commodity Futures Trading)
Commission,)
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Plaintiff,)
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v.)
)
GlobeFX Club, Inc. and)
Jeremy Munson Globe,)
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Defendants.)
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**CONSENT ORDER FOR PERMANENT INJUNCTION, CIVIL MONETARY PENALTY
AND OTHER EQUITABLE RELIEF AGAINST DEFENDANTS
GLOBEFX CLUB, INC. AND JEREMY MUNSON GLOBE**

I. INTRODUCTION

On March 17, 2011, Plaintiff Commodity Futures Trading Commission ("Commission" or "CFTC") filed a Complaint against Defendant Jeremy Munson Globe ("Globe"), and GlobeFX Club, Inc. ("GFC") (collectively "Defendants") seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of the Commodity Exchange Act ("Act"), as amended by the Food, Conservation, and Energy Act of 2008, Pub. L. No. 110-246, Title XIII (the CFTC Reauthorization Act of 2008 ("CRA")), §§ 13101-13204, 122 Stat. 1651 (enacted June 18, 2008), and the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 ("Dodd-Frank Act"), Pub. L. No. 111-203, Title VII (the Wall Street Transparency and Accountability Act of 2010), §§ 701-774, 124 Stat. 1376 (enacted July 21, 2010), to be codified

at 7 U.S.C. §§ 1 *et seq.*, and the Commission Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. § 1.1 *et seq.* (2011).

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Complaint against Defendants Globe and GFC without a trial on the merits or any further judicial proceedings, Defendants Globe and GFC:

1. Consent to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Defendants Globe and GFC (“Consent Order”);
2. Affirm that they have read and agreed to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, 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;
3. Acknowledge service of the summons and Complaint;
4. Admit the jurisdiction of this Court over them and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006);
5. Admit the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006);
6. Admit that venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006);
7. Waive:
 - (a) any and all claims that they may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2006) and 28 U.S.C. § 2412 (2006), and/or the rules promulgated by the

Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. §§ 148.1 *et seq.*

(2011), relating to, or arising from, this action;

(b) any and all claims that they may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, §§ 201-253, 110 Stat. 847, 857-868

(1996), as amended by Pub. L. No. 110-28, § 8302, 121 Stat. 112, 204-205 (2007), relating to, or arising from, this action;

(c) any claim of Double Jeopardy based upon the institution of this action or the entry in this action of any order imposing a civil monetary penalty or any other relief, including this Consent Order; and

(d) any and all rights of appeal from this action;

8. Consent to the continued jurisdiction of this Court over them for the purpose of implementing and enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Defendants now or in the future reside outside the jurisdiction of this Court;

9. Agree that they will not oppose enforcement of this Consent Order on the ground that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure and waive any objection based thereon;

10. Agree that neither they nor any of their agents or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or the Findings of Fact or Conclusions of Law in this Consent Order, or creating, or tending to create, the impression that the Complaint or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect their:

(a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the

Commission is not a party. Defendants shall undertake all steps necessary to ensure that all of their agents or employees under their authority and/or control understand and comply with this agreement; and

11. By consenting to the entry of this Consent Order, neither admit nor deny the allegations of the Complaint or the Findings of Fact and Conclusions of Law in this Consent Order, except as to jurisdiction and venue, which they admit. Further, Defendants agree and intend that the allegations contained in the Complaint and all of the Findings of Fact and Conclusions of Law contained in this Consent Order shall be taken as true and correct and be given preclusive effect, without further proof, in the course of: (a) any current or subsequent bankruptcy proceeding filed by, on behalf of, or against Defendants; (b) any proceeding pursuant to Section 8a of the Act, as amended, to be codified at 7 U.S.C. § 12a, and/or Part 3 of the Regulations, 17 C.F.R. §§ 3.1 *et seq.* (2011); and/or (c) any proceeding to enforce the terms of this Consent Order.

12. Agree to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 75 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against them, whether inside or outside the United States, and

13. Agree that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Defendants in any other proceeding.

III. FINDINGS AND CONCLUSIONS

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, Conclusions of Law, permanent injunction and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), as set forth herein.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties To This Consent Order

14. **Plaintiff Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the responsibility for administering and enforcing the Act, as amended, to be codified at 7 U.S.C. §§ 1 *et seq.*, and the Regulations promulgated under it, 17 C.F.R. §§ 1.1 *et seq.* (2011). The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581.

15. **Defendant GlobeFX Club, Inc.** is a Florida corporation, incorporated in August of 2008, whose principal place of business is located at 1005 N. Krome Avenue, #124, Homestead, Florida. GFC was registered with the Commission as a Commodity Pool Operator ("CPO") from November 2008 until September 2009. In March of 2009, during the National Futures Association ("NFA") investigation and audit, GFC attempted to withdraw its registration and NFA membership after which NFA placed a withdrawal hold pending completion of its investigation. In January of 2009, GFC filed an application for registration as a commodity trading advisor ("CTA") and that application remained pending until withdrawn in September 2009. According to its website, GFC operated the commodity pool, GlobeFX St. Fund. NFA suspended GFC's membership and registration from March 2009 until the completion of its investigation in September 2009. On October 1, 2009, NFA permanently barred GFC from NFA membership.

16. **Defendant Jeremy Munson Globe** is a Florida resident and a principal of GFC. He was listed with the Commission as a principal of GFC until March 2009. In March of 2009, during the NFA investigation and audit, Globe withdrew as a principal of GFC.

2. Other Relevant Entity

17. **The National Futures Association** is a futures association registered with the Commission pursuant to Section 17 of the Act, 7 U.S.C. § 21 (2006). NFA is a private corporation that serves as an industry self-regulatory organization. Its membership is composed of futures commission merchants ("FCMs"), CPOs, CTAs, introducing brokers and other futures professionals registered with the CFTC. NFA is responsible, under CFTC oversight, for certain aspects of the regulation of these futures entities and their associated persons. *See* Regulation 3.75, 17 C.F.R. § 3.75 (2011). NFA focuses primarily on the qualifications and proficiency, financial condition, retail sales practices, and business conduct of its members.

3. The NFA's Investigation and Audit

18. GFC registered with the Commission, through NFA, as a CPO on November 20, 2008.

19. After registration was granted, GFC failed to file a disclosure document or an exemption notice with NFA. Without an NFA approved disclosure statement or exemption, GFC was prohibited from soliciting clients and managing client funds pursuant to NFA Compliance Rules.

20. In early 2009, NFA discovered that GFC was listed as a solicitor for a FCM and a forex dealer member ("FDM") and initiated an official investigation into whether GFC was operating as a CPO, pursuant to the authority delegated to NFA by the Commission.

21. During the course of the investigation and subsequent audit, NFA discovered that: (1) as early as July of 2008, GFC was already soliciting and accepting funds for a pool, five months prior to GFC's November 2008 CPO registration; (2) GFC maintained a website, www.globefxclub.com, which indicated that GFC operated GlobeFX St. Fund, a commodity pool; and (3) the website included a non-NFA approved solicitation disclosure document for GFC.

22. Also during the investigation, NFA received a complaint from a person who had invested \$7,000 in a pool run by GFC. The Complainant stated she was promised monthly interest payments by GFC but had only received two monthly payments. The Complainant made repeated attempts to contact GFC but her calls were not returned.

23. NFA's investigation also revealed that in September of 2008, GFC had opened an omnibus account at I-Trade FX LLC ("I-Trade"), an FCM and FDM, and deposited \$29,250 in the account. Over the next several weeks, approximately half of these funds were lost through trading foreign exchange ("forex"). The account remained open until October of 2008, when the remaining funds, approximately \$15,000, were transferred to a Bank of America account in the name of GlobeFX Club.

24. On February 26, 2009, an NFA auditor contacted GFC and spoke with Globe regarding the current operating status of GFC. Globe informed the auditor that GFC had some managed client accounts and also solicited client accounts for Interbank FX LLC, an NFA registered FCM and FDM.

25. The NFA auditor informed Globe that GFC was prohibited from soliciting or managing accounts without an NFA approved solicitation disclosure.

26. Subsequent to this conversation, the auditor attempted to contact GFC again but there was no answer.

4. Defendants' Concealment of Material Facts and False Statements or Misrepresentations

27. On March 6, 2009, a senior compliance manager of NFA called GFC and also spoke to Globe regarding GFC's operating status. During the conversation, Globe told the senior compliance manager that GFC had never operated a pool or managed client accounts. This statement by Globe was false.

28. Globe's statement to the senior NFA compliance manager was contrary to what Globe had told the NFA auditor weeks earlier.

29. Globe subsequently admitted to the senior NFA compliance manager that GFC had a trading account that belonged to his "friends and family."

30. The senior NFA compliance manager advised Globe that she was aware of the disclosure document on the GFC website and she warned Globe that GFC could not use the disclosure document unless it was approved by NFA.

31. Globe claimed that the disclosure document had been approved by NFA.

32. This statement by Globe was also false.

33. On March 11, 2009, an NFA audit team met with all of GFC's principals, including Globe, to further discuss GFC's operations and its current status as a CPO.

34. In written correspondence to NFA and orally, Globe continually denied that GFC had ever operated a pool, received client funds, managed client accounts or had a trading account in the name of the firm. Globe also denied that GFC was working with any FCMs or FDMs.

35. All of the above statements by Globe were false because Globe was aware of GFC's day-to-day business activities including that GFC was accepting client funds for a pool and trading these funds in a forex trading account.

36. The NFA audit team confronted Globe with the client complaint.

37. At first, Globe denied the client's allegations and then later stated that the client was GFC's only client.

38. NFA also confronted Globe with the I-Trade account records.

39. Globe claimed that the I-Trade account was a pooled account that held his personal funds and the personal funds of another GFC principal, Christopher Bourne ("Bourne"). Globe also said that he and Bourne opened the account as a pooled account because they planned to solicit commodity pool participants sometime in the future.

40. However, later that day, Bourne admitted to the audit team that the I-Trade account did hold pool participant funds.

41. NFA asked both Bourne and Globe to produce personal trading records and bank statements; both refused and asked to speak with their lawyer.

42. Eventually, Globe and Bourne produced some of the records NFA requested, including certain personal bank statements.

43. Additionally, Globe told NFA that contrary to his earlier statements, GFC had indeed opened accounts for three other pool participants, in addition to the pool participant who contacted NFA. Globe provided the account opening documents for these accounts.

44. The documents produced by Globe show two large deposits into a Bank of America account in the name of "Globe Forex" in the amounts of \$174,965 and \$299,965, made in September and October of 2008, respectively.

45. When questioned about the large deposits, Bourne claimed that they were non-interest bearing personal loans from two friends in Trinidad. Bourne also told NFA that there were no promissory notes or other documentation regarding the loans.

46. NFA sent a letter to Globe and Bourne on March 13, 2009, requesting additional information in order to proceed with its audit, including contact information for the two alleged lenders in Trinidad. NFA requested the information be produced by noon on March 16, 2009.

47. Globe and Bourne failed to respond to the deadline.

48. NFA then contacted Globe's and Bourne's attorney and demanded the responses by March 19, 2009; NFA also advised Globe and Bourne that NFA would seek the issuance of a Member Responsibility Action ("MRA") against GFC and suspend its membership until GFC fully responded to the NFA's inquiries and NFA was satisfied that GFC was in full compliance with all NFA requirements.

49. The attorney for Globe and Bourne responded that his clients would provide responses by March 20, 2009.

50. On March 20, 2009, the attorney representing Globe and Bourne e-mailed several documents to NFA, which included expense account and general account information for GFC.

51. One of the documents emailed to NFA was entitled "GlobeFX Checking Accounts/Analysis of All Deposits and Withdrawals." This document includes entries for "Client Funds" and "Cash Advances to Globe and Bourne."

52. Under the entry "Client Funds," it was represented that GFC had \$521,930 in client funds.

53. Under the entry "Cash Advances to Globe and Bourne," it was represented that Globe and Bourne had received \$100,000 in cash advances.

54. However, these documents conflict with Globe's prior statements to NFA wherein he had previously only identified four pool participants to NFA, whose total investments equaled \$47,000--which was dramatically less than the \$521,930 shown as "Client Funds."

55. The NFA's investigation team noted that when the amount of the supposed loans from the individuals in Trinidad was added to the \$47,000 invested by the four known pool participants, the sum equals \$521,930--the exact amount shown under "Client Funds."

56. Based upon GFC's own documentation, the individuals in Trinidad appear to be clients of GFC and not lenders. Therefore, the \$100,000 cash advance to Globe and Bourne perforce came from client funds.

57. On March 23, 2009, NFA contacted the attorney for Globe and Bourne and again asked for the contact information of the individuals in Trinidad who purportedly loaned Globe and Bourne \$474,930 to start GFC.

58. Neither Globe nor Bourne, nor their counsel, responded to NFA's request.

59. As a result, on March 24, 2009, NFA filed a MRA which suspended GlobeFX's NFA membership.

B. Conclusions of Law

1. Jurisdiction and Venue

60. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), which provides that whenever it shall appear to the Commission that any 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 promulgated thereunder, the Commission may bring an action in the proper district court of the United States against such person to enjoin such act or practice, or to enforce compliance with the Act, or any rule, regulation or order thereunder.

61. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2006), because the Defendants reside in this jurisdiction and the acts and practices in violation of the Act occurred within this District.

2. Concealing Material Facts and Making False Statements or Misrepresentations to NFA

62. By the conduct described in paragraphs 1 through 61 above, in response to the NFA investigation and audit, Defendant Globe willfully engaged in a scheme to conceal material facts and made false statements or representations to NFA, including, but not limited to: (1) GFC's business operating status; (2) the management of pool participants' accounts; (3) the amount of money managed in the pool on behalf of participants; (4) the number of pool participants; and (5) the classification of the \$474,930 from Trinidad as a purported "loan" rather than pool participants' funds, in violation of Section 9(a)(4) of the Act, 7 U.S.C. § 13(a)(4) (2006).

63. By the conduct described in paragraphs 1 through 62 above, Defendant Globe engaged in a scheme to impede the NFA's investigation by refusing to fully and promptly respond to the NFA's questions, and failing to produce the requested documents in a full and timely manner.

64. The acts, omissions and misrepresentations by Defendant Globe were willful and material.

65. The foregoing acts, omissions and misrepresentations and willful concealment to NFA by Globe occurred within the scope of his employment, office or agency with GFC; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2006), and Regulation 1.2, 17 C.F.R. § 1.2 (2011), GFC is liable for Globe's acts, omissions and failures in violation of the Act, as set forth herein.

66. Unless restrained and enjoined by this Court, there is a reasonable likelihood that the Defendants will continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices in violation of the Act and Regulations.

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

67. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006), Defendants are permanently restrained, enjoined and prohibited from directly or indirectly:

a. Violating Section 9(a)(4) of the Act, as amended by the Dodd-Frank Act, to be codified at 7 U.S.C. § 13(a)(4).

68. Defendants are also permanently restrained, enjoined and prohibited from directly or indirectly:

- a. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a of the Act, as amended 7 U.S.C. § 1a);
- b. Entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 1.3(hh), 17 C.F.R. § 1.3(hh) (2011)) ("commodity options"), security futures products, and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended, 7 U.S.C. §§ 2(c)(2)(B) and 2(c)(2)(C)(i)) ("forex contracts") for their own personal account or for any account in which they a direct or indirect interest;
- c. Having any commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts traded on their behalf;

- d. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts;
- e. Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity futures, options on commodity futures, commodity options, security futures products, and/or forex contracts;
- f. 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) (2011); and/or
- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2011)), agent or any other officer or employee of any person (as that term is defined in Section 1a of the Act, as amended, to be codified at 7 U.S.C. § 1a) 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) (2011).

V. CIVIL MONETARY PENALTY

A. Civil Monetary Penalty

69. Defendants shall, jointly and severally, pay a civil monetary penalty in the amount of three-hundred fifty thousand dollars, \$350,000 ("CMP Obligation"), plus post-judgment interest, within ten (10) days of the date of the entry of this Consent Order. If the CMP Obligation is not paid in full within ten (10) days of the date of entry of this Consent Order, then

post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961 (2006).

70. Defendants shall pay their 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 by other than by electronic funds transfer, then 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: Accounts Receivables – AMZ 340
E-mail Box: 9-AMC-AMZ-AR-CFTC
DOT/FAA/MMAC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-5644

If payment by electronic funds transfer is chosen, Defendants shall contact Linda Zurhorst or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Defendants shall accompany payment of the CMP Obligation with a cover letter that identifies Defendants and the name and docket number of this proceeding. Defendants shall simultaneously transmit copies of the cover letter and the form of payment to the: Director, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581; and Chief, Office of Cooperative Enforcement, Division of Enforcement, Commodity Futures Trading Commission, at the same address.

B. Provisions Related to Monetary Sanctions

71. Partial Satisfaction: Any acceptance by the Commission of partial payment of Defendants' CMP Obligation shall not be deemed a waiver of their obligation to make further

payments pursuant to this Consent Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

C. Cooperation

72. Defendants shall cooperate fully and expeditiously with the Commission, including the Commission's Division of Enforcement, and any other governmental agency in this action, and in any investigation, civil litigation, or administrative matter related to the subject matter of this action or any current or future Commission investigation related thereto. As part of such cooperation, Defendants agree to provide any requested information relating to its financial status including, but not limited to, income and earnings, assets, financial statements, asset transfers, tax returns, and assets held by them in foreign countries.

VI. MISCELLANEOUS PROVISIONS

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

Notice to Commission:

Attention - Director of Enforcement
Commodity Futures Trading Commission
Division of Enforcement
1155 21st Street, N.W.
Washington, DC 20581

Notice to Defendants:

Jeremy Globe
13495 SW 290 St.
Homestead, FL 33030

GlobeFX Club, Inc. c/o Accounting Solutions of Homestead
1005 N. Krome Avenue
#124
Homestead, Florida 33030

All such notices to the Commission shall reference the name and docket number of this action.

74. Change of Address/Phone: Until such time as Defendants satisfy in full their CMP Obligation as set forth in this Consent Order, Defendants shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten (10) calendar days of the change.

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

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

77. Waiver: The failure of any party to this Consent Order at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the 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 to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

78. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action to ensure compliance with this Consent Order and for all other purposes related to this action, including any motion by Defendants to modify or for relief from the terms of this Consent Order.

79. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Defendants upon any person under their authority or control, and upon any person who receives actual notice of this Consent Order, by personal service, e-mail, facsimile or otherwise insofar as he or she is acting in active concert or participation with Defendants.

80. Authority: GFC hereby warrants that Globe, is a principal of GFC, and that this Consent Order has been duly authorized by GFC and Globe has been duly empowered to sign and submit this Consent Order on behalf of GFC.

81. Counterparts and Facsimile Execution: This Consent Order may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, e-mail, or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this Consent Order that is delivered by any means shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

82. Defendants understand that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceedings they may not challenge the validity of this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby directed to enter this Consent Order for Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against GlobeFX Club, Inc. and Jeremy Munson Globe.

IT IS SO ORDERED on this 4th day of September, 2012.


Paul C. Huck
United States District Judge

CONSENTED TO AND APPROVED BY:

Defendant Jeremy Globe

By: 

Jeremy Globe
13495 SW 290 St.
Homestead, FL 33030

Date: _____

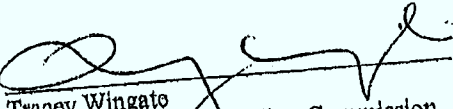
Defendant GlobeFX Club, Inc.

By: 

Jeremy Globe- President and Corporate
Representative of GFC
1005 N. Krome Avenue
#124
Homestead, Florida 33030

Date: _____

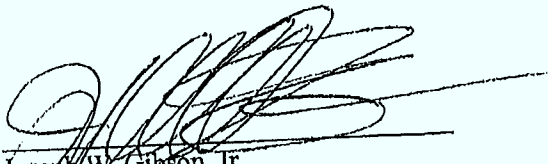
Approved as to form:


Tracey Wingate
Commodity Futures Trading Commission
Special Bar No.: A5501593

U.S. Commodity Futures Trading Commission
Three Lafayette Center
1155 21st Street, NW
Washington, DC 20581
(202)418-5319
(202)418-5523(facsimile)
twingate@oftc.gov

Dated 9/28/2012

CLERK OF COURT
U.S. DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
19100
19100



Joseph W. Gibson, Jr.
19 W. Flagler Street
Suite 620 417
Miami, FL 33130
305-377-25-25
(305) 377-2528
joseph_gibson@bellsouth.net

Date: 5/23/12