

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

)	
UNITED STATES COMMODITY)	
FUTURES TRADING COMMISSION,)	
Plaintiff,)	Civil Action No. _____
)	
v.)	
)	Proposed Consent Order of Permanent
RANDALL LYNN STUCKEY, an)	Injunction and Ancillary Equitable Relief
individual; STUCKEY GROUP, L.P., a)	Under the Commodity Exchange Act
Missouri limited partnership; STUCKEY)	Against Defendants Randall Lynn
GROUP II, L.P., a Missouri limited)	Stuckey, Stuckey Group, L.P., Stuckey
partnership; and OAKWOOD)	Group II, L.P. and Oakwood
DEVELOPMENT COMPANY, L.P., a)	Development Company, L.P.
Missouri limited partnership.)	
)	
Defendants.)	
)	

On or about August 25, 2010, Defendant Randall Lynn Stuckey (“Stuckey”) was charged in a criminal indictment brought by the Office of the U.S. Attorney for the Eastern District of Missouri, alleging mail fraud in connection with Stuckey’s fraudulent foreign currency investment scheme. On October, 27, 2010, Defendant Stuckey pleaded guilty to a two-count superseding information charging him with one count of mail fraud and one count of making false reports in violation of the Commodity Exchange Act. Defendant Stuckey was sentenced on February 7, 2011. In addition to the criminal charges, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) has filed a Complaint in the above-captioned action against Stuckey, Stuckey Group L.P., Stuckey Group II, L.P. and Oakwood Development Company, L.P. (collectively, the “Stuckey Common Enterprise Defendants” or “Defendants”) seeking injunctive and other equitable relief for violations of Sections 4b(a)(2)(i)-(iii) of the

Commodity Exchange Act (the “CEA” or “Act”), 7 U.S.C. §§ 6b(a)(2)(i)-(iii) (2006); and Sections 4b(a)(2)(A)-(C) of the Act, as amended by the Commodity Futures Trading Commission Reauthorization Act (the “CRA”), 7 U.S.C. §§ 6b(a)(2)(A)-(C). The Complaint alleges that the Stuckey Common Enterprise Defendants engaged in fraud involving the solicitation of approximately \$2.87 million from more than 65 customers to trade off-exchange foreign currency transactions that were contracts for sale of commodities for future delivery.

The Stuckey Common Enterprise Defendants consent to the entry of this proposed Consent Order, including to the findings and conclusions in the Order, the jurisdiction of the Commission, and venue. The Stuckey Common Enterprise Defendants further state that their consents are entered into voluntarily and that no promise or threat has been made by the Commission or any member, officer, agent or representative thereof to induce them to consent to this Order.

I.

CONSENTS AND AGREEMENTS

To effect settlement of this action without a trial on the merits or further judicial proceedings, the Stuckey Common Enterprise Defendants:

1. Consent to the entry of this *Consent Order of Permanent Injunction, and Other Equitable Relief* (“Partial Judgment”);
2. Admit that this Court has personal and subject matter jurisdiction over them in this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1;
3. Admit that venue properly lies with this Court pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1;

4. 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 Part 148 of the Commission's Regulations ("Regulations"), 17 C.F.R. §§ 148.1, *et seq.* (2010), relating to, or arising from, this action; (b) any and all claims that they may possess under the Small Business Regulatory Enforcement 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 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 the Partial Judgment;

5. Consent to the allegations of the Complaint and the Commission's findings and conclusions of law;

6. Agree to provide immediate notice to this Court and the Commission by certified mail of any bankruptcy proceeding filed by, on behalf of, or against the Stuckey Common Enterprise Defendants. 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 any Defendant, or any other person in any other proceeding;

7. Acknowledge that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules of self-regulatory organizations, licensing boards or other regulatory organizations. Such collateral consequences may include, but are not limited to, a statutory disqualification with respect to membership, participation in, or association with a member of a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding;

8. Acknowledge that the Stuckey Common Enterprise Defendants will not oppose the enforcement of the Partial Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waive any objection based thereon;

9. Waive service of the Partial Judgment and agree that entry of the Partial Judgment with the Court and filing with the Clerk of the Court will constitute notice to the Stuckey Common Enterprise Defendants of its terms and conditions. Stuckey agrees to execute and to provide to the Commission a written declaration pursuant to 28 U.S.C. § 1746 acknowledging his receipt of the Partial Judgment no later than twenty (20) days after a copy of the Partial Judgment has been delivered to Stuckey's counsel, Ronald E. Jenkins, Jenkins & Kling P.C., 150 North Meramec Avenue, Suite 400, St. Louis, Missouri 63105;

10. Consent to the continued jurisdiction of this Court for the purpose of: resolving the reserved issues of the amounts of disgorgement and civil monetary penalty; implementing and enforcing the terms and conditions of this Partial Judgment; and for any other purposes relevant to this action, even if Stuckey now or in the future resides outside this jurisdiction; and

11. Affirm that Stuckey, in both his individual capacity and as a duly authorized representative of Stuckey Group, L.P, Stuckey Group II, L.P. and Oakwood Development Company, L.P., has read this Partial Judgment and agrees to this Consent Order voluntarily, and that no promise or threat of any kind has been made by the Commission or any member, officer, agent, or representative thereof, or by any other person, to induce his consent to this Partial Judgment, other than as set forth specifically herein.

II.

FINDINGS

A. Jurisdiction and Venue

1. This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which authorizes the CFTC to seek injunctive relief against any person who 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.

2. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because the Stuckey Common Enterprise Defendants are either residents of or domiciled in this District and transacted business, among other places, in this District, and the acts and practices in violation of the Act have occurred, among other places, within this District.

B. Relevant Parties in the Case

3. Plaintiff **U.S. Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with responsibility for administering and enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et. seq.* (2006), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et. seq.* (2010). The Commission maintains its principal office at Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

4. Defendant **Randall Lynn Stuckey** is an individual residing at 578 Prentice Drive, St. Peters, Missouri 63376. Randall Lynn Stuckey is the registered agent and general partner of Stuckey Group, L.P., Stuckey Group II, L.P. and Oakwood Development Company, L.P.

5. Defendant **Stuckey Group, L.P.** is a Missouri limited partnership formed on July 3, 2007, with its principal place of business at 578 Prentice Drive, St. Peters, Missouri 63376.

6. Defendant **Stuckey Group II, L.P.**, is a Missouri limited partnership formed on October 9, 2007, with its principal place of business at 578 Prentice Drive, St. Peters, Missouri 63376.

7. Defendant **Oakwood Development Company, L.P.** is a Missouri limited partnership formed on June 10, 2010, with its principal place of business at 578 Prentice Drive, St. Peters, Missouri 63376.

C. Facts

Defendants' Fraudulent Solicitation of Customers

8. From at least January 1, 2007 through July 31, 2010 (the "Relevant Time"), Defendant Randall Lynn Stuckey solicited members of the general public to trade off-exchange foreign currency contracts ("forex"). Stuckey operated the scheme via the Internet out of his residence located at 578 Prentice Drive, St. Peters, Missouri 63376.

9. Randall Stuckey created a number of business entities that he used to facilitate his forex trading activities, including Stuckey Group, L.P., Stuckey Group II, L.P. and Oakwood Development Company, L.P. These entities operated in concert with Stuckey as a common enterprise and shall at times hereafter in this Order be referred to collectively as the "Stuckey Common Enterprise Defendants."

10. Since at least January 1, 2007, the Stuckey Common Enterprise Defendants have solicited members of the retail public to engage in the speculative trading of illegal off-exchange foreign currency futures contracts.

11. During the Relevant Time, the Stuckey Common Enterprise Defendants engaged in the offering and sale of illegal off-exchange forex futures contracts marketed to the general public as a means to speculate and profit from the anticipated price fluctuations in the markets

for foreign currencies. The customers did not anticipate taking, and did not take, delivery of foreign currency as a result of their investments.

12. The illegal off-exchange foreign currency futures contracts that the Stuckey common enterprise offered to customers, and entered into with various counterparties, were transactions that were not conducted on or subject to the rules of a board of trade which has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity. Furthermore, the Stuckey Common Enterprise Defendants did not execute or consummate these illegal off-exchange futures contracts by or through any contract market.

13. During the Relevant Time, the Stuckey Common Enterprise Defendants received approximately \$2.87 million from more than 65 members of the general public (“Customers”) to trade forex futures. These Customers included friends of Randall Stuckey in Missouri and Illinois and members of his church located in O’Fallon, Missouri, a suburb of St. Louis. The Stuckey Common Enterprise Defendants have returned approximately \$632,000 to certain Customers whom requested withdrawals from their accounts as either a return of a portion or all of their original investment, and in other instances as purported trading profits or other payments in furtherance of Stuckey’s fraudulent scheme.

14. Stuckey, directly and through the Stuckey Common Enterprise Defendants, solicited prospective customers through direct solicitations as well as through marketing materials and word-of-mouth. The Stuckey Common Enterprise Defendants’ marketing materials, which were authored by Stuckey, informed prospective customers that their funds would be traded on the “Foreign Exchange Market,” the “largest financial market in the world, with an average turnover of approximately \$2 trillion dollars per day.” The promotional

materials describing the investment imply that steady, consistent returns of as much as 8% monthly are possible in forex futures trading, and further suggest that Stuckey can “protect” the trading portfolio for “long term consistent returns.”

15. The Stuckey Common Enterprise Defendants mailed or delivered, or caused to be mailed or delivered, a limited partnership agreement to each customer prior to accepting their funds for trading. This agreement described the Stuckey Common Enterprise’s forex futures trading program and the fees that the partnership would earn in addition to the portion of trading gains that the customer would receive. Based on the Stuckey Group, L.P.’s promotional materials dated 2008 (“Stuckey Group Materials”), the Stuckey Common Enterprise Defendants required a minimum investment of \$15,000 to participate. Pursuant to the written agreement set forth in the Stuckey Group Materials, the Stuckey Common Enterprise Defendants took an initial “trading cost” fee of \$5,000 and traded the remaining balance. In addition to the initial fee of \$5,000, the agreement provided that the Stuckey Common Enterprise Defendants would be compensated for work on behalf of the customers at the rate of 20% of a customer’s gain. If a customer’s investment decreased in value, the Stuckey Common Enterprise Defendants were not entitled to any compensation. The agreement also contained a “high water mark” clause that did not allow the Stuckey Common Enterprise Defendants to take the 20% fee on profits that were derived in order to get a customer back to a “high water mark” that the customer had previously reached prior to suffering losses.

16. During the Relevant Time, the Stuckey Common Enterprise Defendants obtained approximately \$200,000 in initial trading fees from customers. The Stuckey Common Enterprise Defendants also kept additional sums of money from the 20% fee on gains purportedly made from forex futures trading by the Stuckey Common Enterprise. However, during the Relevant

Time, the Stuckey Common Enterprise Defendants suffered forex futures trading losses from trading Customers' funds.

17. Stuckey deposited customer funds into U.S. bank accounts in the name of the Stuckey Group, L.P., Stuckey Group II, L.P., Oakwood Development Company, L.P. and Randall Stuckey. Stuckey also deposited customer funds into forex futures brokerage trading accounts at multiple registered Futures Commission Merchants ("FCMs") and other firms, including FXDirectDealer ("FXDD"), Peregrine Financial Group ("PFG"), Interbank FX ("IBFX"), Gain Capital, CitiFX Pro, Hotspot FX and ITrade FX. Stuckey controlled the bank, FCM and other firm accounts.

18. Stuckey used a portion of the money he received from the Customers to support the living expenses of himself and his wife. Stuckey had no other source of employment or income other than the fees he received from the scheme.

19. The Stuckey Common Enterprise Defendants traded foreign currency on a margined or leveraged basis in the trading accounts containing customer funds. The foreign currency transactions conducted by the Defendants neither resulted in delivery within two days nor created an enforceable obligation to deliver between a seller and a buyer that had the ability to deliver and accept delivery, respectively, in connection with their lines of business. Rather, these foreign currency contracts remained open from day to day and ultimately were offset without anyone making or taking delivery of actual currency (or facing an obligation to do so). These contracts were foreign currency futures contracts.

Defendants' False Representations and Omissions

20. During the Relevant Time, Stuckey misrepresented to customers and prospective customers that the Stuckey Common Enterprise Defendants were trading Customers' funds in

forex futures transactions profitably, when in fact Stuckey knew that he was losing money trading Customers' funds in forex futures trading. Stuckey falsely claimed that their customers' investments had increased in value from an original aggregate investment of \$2.87 million to approximately \$4.8 million. In fact, the Stuckey Common Enterprise Defendants had incurred substantial trading losses from trading Customers' funds in forex futures.

21. During the Relevant Time, the Stuckey Common Enterprise Defendants issued monthly account statements to the Customers showing false account values and false returns. These false account statements were authored by Stuckey, and he was aware that the account statements were false and misleading. The Stuckey Common Enterprise Defendants' account statements reported monthly trading profits from one to six percent even though the Stuckey Common Enterprise was losing money on trades. In fact, the Stuckey Common Enterprise's actual trading resulted in net losses. Stuckey concealed these trading losses from the Customers. Stuckey intentionally made these false statements to generate ongoing fees and to mislead and lull Customers into continuing to deposit funds.

III.

CONCLUSIONS OF LAW

Defendants Violated Sections 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i)-(iii) (2006), and Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA, 7 U.S.C. §§ 6b(a)(2)(A)-(C): Fraud in Connection with Forex

1. Sections 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i)-(iii) (2006), make it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, made, or to be made, for or on behalf of any other person if such contract for future delivery is or may be used for (A) hedging any transaction in interstate commerce in such commodity or the products or byproducts thereof, or (B) determining the price basis of any transaction in interstate commerce in such commodity, or (C) delivering any such

commodity sold, shipped, or received in interstate commerce for the fulfillment thereof – (i) to cheat or defraud or attempt to cheat or defraud other such person; (ii) willfully to make or cause to be made to such other person any false report or statement thereof, or willfully to enter or cause to be entered for such person any false record thereof; (iii) willfully to deceive or attempt to deceive such other person by any means whatsoever in regard to any such order or contract or the disposition or execution of any such order or contract, or in regard to any act of agency performed with respect to such order or contract for such person.

2. Sections 4b(a)(2)(A)-(C) of the Act, as amended by the CRA,

7 U.S.C. §§ 6(b)(a)(2)(A)-(C), make it unlawful

for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or other agreement, contract, or transaction subject to paragraphs (1) and (2) of section 5a(g), that is made, or to be made, for or on behalf of, or with, any other person, other than on or subject to the rules of a designated contract market – (A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; [or] (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person.

3. The Stuckey Common Enterprise Defendants violated Sections 4b(a)(2)(i)-(iii) of the Act, 7 U.S.C. §§ 6b(a)(2)(i)-(iii) (2006), with respect to acts occurring before June 18, 2008, in that they cheated or defrauded or attempted to cheat or defraud customers or prospective customers by: (i) falsely claiming to be successful forex futures traders; (ii) fraudulently misrepresenting to customers and prospective customers that the Defendants were trading customers' funds in forex futures transactions profitably, when in fact they knew that they were losing money trading customers' funds in forex; (iii) concealing from customers that the Stuckey common enterprise was incurring trading losses with the use of customer funds; and (iv) issuing monthly account statements to customers showing false account values and false returns on their deposits.

4. The Stuckey Common Enterprise Defendants violated Sections 4b(a)(2)(A)-(C) of the Act as amended by the CRA, 7 U.S.C. §§ 6(b)(a)(2)(A)-(C), with respect to acts occurring on or after June 18, 2008, in that they cheated or defrauded or attempted to cheat or defraud customers or prospective customers by: (i) falsely claiming to be successful forex traders; (ii) fraudulently misrepresenting to customers and prospective customers that the Defendants were trading customers' funds in forex transactions profitably, when in fact they knew that they were losing money trading customers' funds in forex; (iii) concealing from customers that the Stuckey common enterprise was incurring trading losses with the use of customer funds; and (iv) issuing monthly account statements to customers showing false account values and false returns on their deposits.

IV.

MAINTENANCE OF BUSINESS RECORDS

IT IS HEREBY ORDERED that:

The Stuckey Common Enterprise Defendants are restrained and enjoined from directly or indirectly destroying, mutilating, erasing, altering, concealing or disposing of, in any manner, directly or indirectly, any documents or records that relate to the business practices or business finances of the Stuckey Common Enterprise Defendants.

V.

INSPECTION AND COPYING OF BOOKS AND RECORDS

1. Representatives of the Commission shall be immediately allowed to inspect the books, records, and other documents of the Stuckey Common Enterprise Defendants and their agents including, but not limited to, electronically stored data, tape recordings, and computer discs, wherever they may be situated and whether they are in the possession of the Stuckey

Common Enterprise Defendants or others, and to copy such documents, data and records, either on or off the premises where they may be situated; and that the U.S. Marshals Service is authorized and directed to accompany and assist Commission representatives and designated agents of the Commission, including staff members of the National Futures Association, to assist said persons in the service and execution of this Order and to undertake such efforts as are reasonably necessary to ensure that the terms of this Order are effectuated.

2. The Stuckey Common Enterprise Defendants and their agents, owners, servants, employees, attorneys, and persons in active concert or participation with them who receive notice of this Order, shall cooperate fully with the Commission, the Office of the U.S. Attorney for the Eastern District of Missouri and any state or federal law enforcement agency designated by the Office of the U.S. Attorney for the Eastern District of Missouri to locate and provide to representatives of the Commission and the Office of the U.S. Attorney for the Eastern District of Missouri all books and records of Defendants, wherever such books and records may be situated.

VI.

ORDER FOR PERMANENT INJUNCTION

1. The Stuckey Common Enterprise Defendants are permanently restrained, enjoined and prohibited from directly or indirectly, in or in connection with any order to make, or the making of, any contract of sale of any commodity in interstate commerce or for future delivery that is made, or to be made, on or subject to the rules of a contract market, for or on behalf of any other person (A) to cheat or defraud or attempt to cheat or defraud the other person; (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; or (C) willfully to deceive or attempt to deceive by any means whatsoever in regard to any order or contract or the

disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for the other person in violation of Sections 4b(a)(2)(A)-(C) of the Act as amended by the CRA, 7 U.S.C. §§ 6(b)(a)(2)(A)-(C).

2. The Stuckey Common Enterprise Defendants are permanently restrained, enjoined and prohibited from engaging, directly or indirectly in:

- 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) (2006));
- b) entering into any transactions involving commodity futures, options on commodity futures, commodity options (as that term is defined in Regulation 32.1(b)(1), 17 C.F.R. § 32.1(b)(1)(2010)) (“commodity options”), and/or foreign currency (as described in Sections 2(c)(2)(B) and 2(c)(2)(C)(i) of the Act, as amended by the CRA, 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 have a direct or indirect interest;
- c) having any commodity futures, options on commodity futures, commodity options, 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, 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, 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)(2010); and
- g) acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2010)), agent or any other officer or employee of any person (as that term is defined in Section 1a(28) of the Act, 7 U.S.C. § 1a(28) (2006)) 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) (2010).

VII.

**RESTITUTION, DISGORGEMENT, CIVIL
MONETARY PENALTIES, AND ANCILLARY RELIEF**

IT IS HEREBY ORDERED that the Stuckey Common Enterprise Defendants shall comply fully with the following terms, conditions and obligations relating to restitution, disgorgement, civil monetary penalties, and ancillary relief.

Disgorgement and Restitution Obligations

1. The Stuckey Common Enterprise Defendants shall be jointly and severally liable for an order of disgorgement of funds received as a result of the course of illegal conduct alleged in the Complaint, plus post-judgment interest (“Disgorgement Obligation”). The Disgorgement Obligation is to be determined at a later date by agreement between the Commission and the Stuckey Common Enterprise Defendants, or in the alternative by the Court.

2. The Stuckey Common Enterprise Defendants shall be jointly and severally liable to make restitution of funds received as a result of the course of illegal conduct alleged in the Complaint, plus post-judgment interest (“Restitution Obligation”). The Restitution Obligation is to be determined at a later date by agreement between the Commission and the Stuckey Common Enterprise Defendants, or in the alternative by the Court.

3. When the Restitution Obligation is determined and later ordered by this Court, the Restitution Obligation shall be reduced by the amount of any payment made by any Stuckey Common Enterprise Defendant to satisfy the Disgorgement Obligation later ordered by this Court. The Restitution Obligation shall also be reduced by the amount of any payments made by any Stuckey Group Defendant to satisfy orders of restitution and/or disgorgement entered against Defendants in this proceeding. The Stuckey Common Enterprise Defendants shall receive credit toward their restitution obligation in this case for any funds that have been or will be returned to

customers by the Office of the U.S. Attorney for the Eastern District of Missouri or agents of any state or federal law enforcement agency designated by the Office of the U.S. Attorney for the Eastern District of Missouri, pursuant to any order of Forfeiture, entered by the Court in *United States v. Stuckey*, Criminal Action No. S1-4:10CR444 CEJ.

4. When the Disgorgement Obligation is determined and later ordered by this Court, the Disgorgement Obligation shall be reduced by the amount of any payment made by any Stuckey Common Enterprise Defendant to satisfy the Restitution Obligation later ordered by this Court. The Disgorgement Obligation shall also be reduced by the amount of any payments made by any Stuckey Common Enterprise Defendant to satisfy orders of restitution and/or disgorgement entered against Defendants in this proceeding. The Stuckey Common Enterprise Defendants shall receive credit toward their disgorgement obligation in this case for any funds that have been or will be returned to customers by the Office of the U.S. Attorney for the Eastern District of Missouri or agents of any state or federal law enforcement agency designated by the Office of the U.S. Attorney for the Eastern District of Missouri, pursuant to any order of Forfeiture, entered by the Court in *United States v. Stuckey*, Criminal Action No. S1-4:10CR444 CEJ.

Asset Distribution

5. On November 17, 2010, the Office of the U.S. Attorney for the Eastern District of Missouri moved for a Preliminary Order of Forfeiture in *United States v. Stuckey*, Criminal Action No. S1-4:10CR444 CEJ, seeking the forfeiture of certain personal property from the Stuckey Common Enterprise Defendants. On December 2, 2010, the District Court granted the motion and entered a Preliminary Order of Forfeiture. The Commission is also working cooperatively with the Office of the U.S. Attorney for the Eastern District of Missouri and

special agents of the U.S. Federal Bureau of Investigation to locate assets associated with the Stuckey Common Enterprise Defendants.

6. The Commission consents to the Office of the U.S. Attorney for the Eastern District of Missouri administering matters pertaining to the distribution of assets to the Stuckey Common Enterprise Defendants' customers, including the seizure, forfeiture, distribution of assets and other relief provided for in the Preliminary Order of Forfeiture, and any subsequent Order of Forfeiture, entered by the Court in *United States v. Stuckey*, Criminal Action No. S1-4:10CR444 CEJ, by agents of any state or federal law enforcement agency designated by the Office of the U.S. Attorney for the Eastern District of Missouri;

7. Nothing in this Court's Consent Order of Permanent Injunction and Ancillary Equitable Relief in this case shall be deemed to conflict with, or prohibit, the relief provided for in any Order of Forfeiture or other Order entered by the Court in *United States v. Stuckey*, Criminal Action No. S1-4:10CR444 CEJ.

Civil Monetary Penalty

8. The Stuckey Common Enterprise Defendants are jointly and severally liable to pay to the Commission a civil monetary penalty, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2006). The amount of the civil monetary penalty is to be determined at a later date by agreement between the Commission and the Stuckey Common Enterprise Defendants or in the alternative by the Court.

9. In connection with any hearing or briefing to determine the amount of disgorgement and/or civil monetary penalty, and at any oral argument held: (a) the Stuckey Common Enterprise Defendants shall be precluded from arguing that they did not violate the Act as alleged in the Complaint and found in this Partial Judgment; (b) the Stuckey Common

Enterprise Defendants may not challenge the validity of this Partial Judgment or their consent thereto; (c) solely for purposes of such hearing, briefing or argument, the allegations of the Complaint shall be accepted and deemed true by the Court; and (d) the Court may determine the issues raised in the hearing, briefing or argument on the basis of affidavits, declarations, excerpts of sworn testimony or investigative testimony and documentary evidence, without regard to the standards for summary judgment contained in Rule 56(c) of the Federal Rules of Civil Procedure and without conducting an evidentiary hearing.

VIII.

IT IS FURTHER ORDERED, ADJUGED AND DECREED that this Court shall retain jurisdiction of this matter for the purpose of: resolving the reserved issues of the amounts of disgorgement and civil monetary penalty; implementing and enforcing the terms and conditions of this Partial Judgment; and for any other purpose.

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IX.

IT IS FURTHER ORDERED, ADJUGED AND DECREED that there being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Partial Judgment forthwith and without further notice.

SO ORDERED:

UNITED STATES DISTRICT JUDGE

Consented to:

Randall Lynn Stuckey

Randall Lynn Stuckey, individually and in his capacity as a duly authorized representative of Stuckey Group, L.P., Stuckey Group II, L.P. and Oakwood Development Company, L.P.

Date: 1/20/, 2011

On January 20, 2011, Randall Lynn Stuckey a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

Anthony T. Boscia
Notary Public

Paul G. Hayeck

Paul G. Hayeck
Peter M. Haas
Danielle E. Karst
Attorneys for Plaintiff U.S. Commodity
Futures Trading Commission
1155 21st Street N.W.
Washington, D.C. 20581

ANTHONY T. BOSCIA
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMM. EXP 10/28/2012
COMMISSION # 08668237

Approved as to form:

Ronald E. Jenkins
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