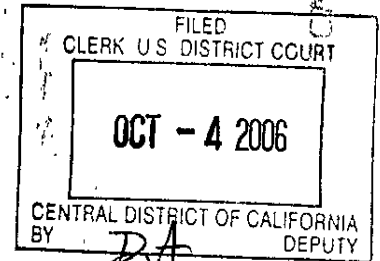
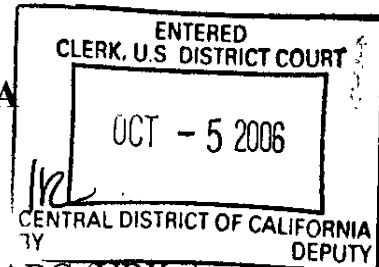


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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION



SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

JAMES P. LEWIS, JR., individually and
doing business as FINANCIAL
ADVISORY CONSULTANTS, INCOME
FUND, LTD. and GROWTH FUND,
LTD.,

Defendant.

Case No. CV 03-9354 ABC (VBKx)

**[PROPOSED] FINAL JUDGMENT
OF PERMANENT INJUNCTION
AND OTHER RELIEF AGAINST
JAMES P. LEWIS, JR.,
INDIVIDUALLY AND DOING
BUSINESS AS FINANCIAL
ADVISORY CONSULTANTS,
INCOME FUND, LTD. AND
GROWTH FUND, LTD.**

Hearing
Date:
Time:
Place:

October 2, 2006
10:00 a.m.
Courtroom of the
Hon. Audrey B. Collins
Room 680
Edward R. Roybal Bldg.
255 East Temple Street
Los Angeles, CA 90012

THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

The Motion of Plaintiff, Securities and Exchange Commission
("Commission"), pursuant to Rule 56, Fed. R. Civ. P., for Summary Judgment in
favor of the Commission and against Defendant James P. Lewis, Jr. ("Lewis"),
individually and doing business as Financial Advisory Consultants (FAC"),
Income Fund, Ltd. ("Income Fund") and Growth Fund, Ltd. ("Growth Fund")

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1 came before the Court for hearing on October 6, 2006. The Court, having
2 considered the Commission's Motion, the Memorandum of Points and Authorities,
3 the Declarations including Exhibits relating thereto, the Statement of
4 Uncontroverted Facts and Conclusions of Law, and other documents filed in
5 support of the motion, and all other evidence and argument presented regarding
6 the motion, finds that:

7 **I.**

8 IT IS HEREBY ORDERED that the Commission's Motion for Summary
9 Judgment against Lewis, individually and doing business as FAC, Income Fund
10 and Growth Fund is GRANTED.

11 **II.**

12 IT IS FURTHER ORDERED that defendant Lewis, individually and doing
13 business as FAC, Income Fund, and Growth Fund, and their officers, agents,
14 servants, employees, attorneys, subsidiaries and affiliates, and those persons in
15 active concert or participation with any of them, who receive actual notice of this
16 Final Judgment, by personal service or otherwise, and each of them, be and hereby
17 are permanently restrained and enjoined from, directly or indirectly, in the offer or
18 sale of any securities, by the use of any means or instruments of transportation or
19 communication in interstate commerce or by use of the mails:

- 20 A. employing any device, scheme or artifice to defraud;
21 B. obtaining money or property by means of any untrue
22 statement of a material fact or any omission to state a
23 material fact necessary in order to make the statements
24 made, in light of the circumstances under which they
25 were made, not misleading; or
26 C. engaging in any transaction, practice, or course of
27 business which operates or would operate as a fraud or
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any of them, who receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are permanently restrained and enjoined from, directly or indirectly, transferring, assigning, selling, hypothecating, changing, wasting, dissipating, converting, concealing, encumbering, or otherwise disposing of, in any manner, any funds, assets, securities, claims, or other real or personal property, wherever located, of defendant Lewis, individually and doing business as FAC, Income Fund, and Growth Fund, and their subsidiaries and affiliates, whether owned by, controlled by, managed by or in the possession or custody of any of them, except by further Order of this Court.

V.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, the freeze, previously granted by this Court, shall continue in effect, until further order of this Court, on all monies and assets in all accounts at any bank, financial institution or brokerage firm, all certificates of deposit, and other funds or assets, held in the name of, for the benefit of, or over which account authority is held by Lewis, FAC, Income Fund, and Growth Fund, or any trust, partnership, joint venture, person or entity affiliated with the defendant, including but not limited to the following accounts:

<u>Institution Name</u>	<u>Account Holder</u>	<u>Account Number(s)</u>
Wells Fargo Bank	Financial Advisory Consultants James Lewis	201-1936317
Wells Fargo Bank	James P. Lewis	201-1914561
Wells Fargo Bank	James P. Lewis Financial Advisory Consultants (Business Account)	201-1936267
Wells Fargo Bank	Financial Advisory Consultants (Office Accounts)	201-1936358
Wells Fargo Bank	James P. Lewis Financial Advisory Consultants (Trust Account)	201-1936333

<u>Institution Name</u>	<u>Account Holder</u>	<u>Account Number(s)</u>
Wells Fargo Bank	James P. Lewis Financial Advisory Consultants (Nemeth Account)	14648836
Wells Fargo Bank	James P. Lewis Financial Advisory Consultants (Scarr Account)	201-1936259
Wells Fargo Bank	James P. Lewis Financial Advisory Consultants (Crenshaw Account)	201-1936325
Wells Fargo Bank	Commercial Cash Register Corp. dba Com Cash	201-1936341
Wells Fargo Bank	James P. Lewis dba Financial Advisory Consultants (Gahn Account)	7426682451
Man Financial, Inc.	James Lewis	G3237941
Man Financial, Inc.	James Lewis	718-22436

VI.

IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, defendant Lewis, individually and doing business as FAC, Income Fund, and Growth Fund, and their officers, agents, servants, employees, attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them, who receive actual notice of this Final Judgment, by personal service or otherwise, and each of them, be and hereby are permanently restrained and enjoined from, directly or indirectly: destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any documents, which includes all books, records, computer programs, computer files, computer printouts, correspondence, memoranda, brochures, or any other documents of any kind in their possession, custody or control, however created, produced, or stored (manually, mechanically, electronically, or otherwise), pertaining in any manner to Lewis, FAC, Income Fund, and/or Growth Fund.

VII.

IT IS ORDERED that Robb Evans be continued, until further Order of this Court as the permanent Receiver of the assets of Lewis, FAC, Income Fund, and Growth Fund, and their subsidiaries and affiliates, with full powers of an equity receiver, including, but not limited to, full power over all funds, assets, collateral, premises (whether owned, leased, occupied, or otherwise controlled), choses in action, books, records, papers and other property belonging to or in the possession of or control of Lewis, FAC, Income Fund, and Growth Fund and any of their subsidiaries and affiliates, including any partnerships and joint ventures for which Lewis FAC, Income Fund, and/or Growth Fund is the Managing General Partner, and that such permanent Receiver is immediately authorized, empowered and directed:

A. to have access to and to collect and take custody, control, possession, and charge of all funds, assets, collateral, premises (whether owned, leased, occupied, or otherwise controlled), choses in action, books, records, papers and other property of Lewis, FAC, Income Fund, and Growth Fund, and their subsidiaries and affiliates, with full power to sue, foreclose, marshal, sell, liquidate, collect, receive, and take into possession all such property;

B. to have control of, and to be added as the sole authorized signatory for Lewis, FAC, Income Fund, and Growth Fund and their subsidiaries and affiliates, including all accounts over which Lewis, FAC, Income Fund, and Growth Fund and any of their officers, employees or agents, have signatory authority, at any bank, title company, escrow agent, financial institution or brokerage firm which has possession, custody or control

RECEIVED

1 of any assets or funds of Lewis, FAC, Income Fund, and
2 Growth Fund, or which maintains accounts over which
3 Lewis, FAC, Income Fund, and Growth Fund and/or any
4 of their officers, employees or agents have signatory
5 authority;

6 C. to conduct such investigation and discovery as may be
7 necessary to locate and account for all of the assets of
8 Lewis, FAC, Income Fund, and Growth Fund and their
9 affiliates and to engage and employ attorneys,
10 accountants and other persons to assist in such
11 investigation and discovery;

12 D. to take such action as is necessary and appropriate to
13 preserve and take control of and to prevent the
14 dissipation, concealment, or disposition of any assets of
15 Lewis, FAC, Income Fund, and Growth Fund and their
16 affiliates;

17 E. to make such payments and disbursements from the
18 funds and assets taken into custody, control, and
19 possession or thereafter received by him or her, and to
20 incur, or authorize the making of such agreements as
21 may be necessary and advisable in discharging his or her
22 duties as permanent Receiver;

23 F. to employ attorneys and others to investigate, advise and,
24 where appropriate, to institute, pursue, and prosecute all
25 claims and causes of action of whatever kind and nature
26 which may now or hereafter exist as a result of the
27 activities of present or past employees or agents of
28 Lewis, FAC, Income Fund, and Growth Fund; including,

1 but not limited to, instituting and prosecuting all actions
2 and taking such other steps as reasonable and appropriate
3 to enforce and collect the monetary judgment for
4 disgorgement in favor of the Securities and Exchange
5 Commission rendered under Section XV of this Final
6 Judgment.

7 G. to have access to and monitor all mail of Lewis, FAC,
8 Income Fund, and Growth Fund in order to review such
9 mail which he or she deems relates to the business of
10 Lewis, FAC, Income Fund, and Growth Fund and the
11 discharging of his or her duties as permanent Receiver;
12 and

13 H. to exercise all of the lawful powers of Lewis, FAC,
14 Income Fund, and Growth Fund and their officers,
15 directors, employees, representatives, or persons who
16 exercise similar powers and perform similar duties.

17 VIII.

18 IT IS FURTHER ORDERED that defendant Lewis, individually and doing
19 business as FAC, Income Fund, and Growth Fund and their officers, agents,
20 servants, employees and attorneys, and any other persons who are in custody,
21 possession or control of any assets, collateral, books, records, papers or other
22 property of Lewis, FAC, Income Fund, and Growth Fund, shall forthwith give
23 access to and control of such property to the permanent Receiver.

24 IX.

25 IT IS FURTHER ORDERED that no officer, agent, servant, employee, or
26 attorney of Lewis, FAC, Income Fund, and Growth Fund or their subsidiaries or
27 affiliates shall take any action or purport to take any action, in the name of or on
28 behalf of Lewis, FAC, Income Fund, and Growth Fund or any of their subsidiaries

1 and affiliates, without the written consent of the permanent Receiver or order of
2 this Court.

3 **X.**

4 IT IS FURTHER ORDERED that, except by leave of this Court, during the
5 pendency of this permanent Receivership, all clients, investors, trust beneficiaries,
6 note holders, creditors, claimants, lessors, and all other persons or entities seeking
7 relief of any kind, in law or in equity, from Lewis, FAC, Income Fund, and
8 Growth Fund, and all persons acting on behalf of any such investor, trust
9 beneficiary, note holder, creditor, claimant, lessor, or other person, including
10 sheriffs, marshals, servants, agents, employees, and attorneys, are hereby
11 permanently restrained and enjoined, except by prior express written Order of this
12 Court from, directly or indirectly, with respect to Lewis, FAC, Income Fund, and
13 Growth Fund:

14 A. commencing, prosecuting, continuing or enforcing any
15 suit or proceeding (other than the present action by the
16 Commission) against Lewis, FAC, Income Fund, and
17 Growth Fund;

18 B. using self-help or executing or issuing or causing the
19 execution or issuance of any court attachment, subpoena,
20 replevin, execution or other process for the purpose of
21 impounding or taking possession of or interfering with or
22 creating or enforcing a lien upon any property or
23 property interests owned by or in the possession of
24 Lewis, any partnerships or joint ventures for which
25 Lewis, FAC, Income Fund, and/or Growth Fund is the
26 Managing General Partner, wherever situated; and

27 C. doing any act or thing whatsoever to interfere with
28 taking control, possession or management by the

1 permanent Receiver appointed hereunder of the property
2 and assets owned, controlled or in the possession of
3 Lewis, FAC, Income Fund, and Growth Fund, any
4 partnership or joint venture for which Lewis, FAC,
5 Income Fund, and Growth Fund, is the Managing
6 General Partner, or in any way to interfere with or harass
7 the permanent Receiver or to interfere in any manner
8 with the discharge of his or her duties and
9 responsibilities hereunder.

10 **XI.**

11 IT IS FURTHER ORDERED that Lewis, FAC, Income Fund, and Growth
12 Fund and their subsidiaries and affiliates and their officers, agents, servants,
13 employees and attorneys, shall cooperate with and assist the permanent Receiver
14 and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise
15 interfere with the permanent Receiver in the conduct of his or her duties or to
16 interfere in any manner, directly or indirectly, with the custody, possession,
17 management, or control by the permanent Receiver of the funds, assets, collateral,
18 premises, and choses in action described above.

19 **XII.**

20 IT IS FURTHER ORDERED that Lewis, FAC, Income Fund, and Growth
21 Fund shall pay the costs, fees and expenses of the permanent Receiver, as
22 heretofore or hereafter approved by this Court, and incurred in connection with the
23 performance of his or her duties described in this Order, including the costs and
24 expenses of those persons who may be engaged or employed by the permanent
25 Receiver to assist him or her in carrying out his or her duties and obligations. All
26 applications for costs, fees and expenses for services rendered in connection with
27 the permanent Receivership other than routine and necessary business expenses in
28 conducting the permanent receivership, such as salaries, rent and any and all other

1 reasonable operating and liquidating expenses, shall be made by application
2 setting forth in reasonable detail the nature of the services and shall be heard by
3 the Court.

4 **XIII.**

5 IT IS FURTHER ORDERED that no bond shall be required in connection
6 with the appointment of the permanent Receiver. Except for an act of gross
7 negligence, the permanent Receiver shall not be liable for any loss or damage
8 incurred by Lewis, FAC, Income Fund, and Growth Fund, their officers, agents,
9 servants employees and attorneys or any other person, by reason of any act
10 performed or omitted to be performed by the permanent Receiver in connection
11 with the discharge of his or her duties and responsibilities.

12 **XIV.**

13 IT IS FURTHER ORDERED that within ten days from the date of this Final
14 Judgment, Lewis, FAC, Income Fund, and Growth Fund shall transfer to the
15 permanent Receiver all assets, funds, and other property that is presently held in
16 foreign locations in the name of Lewis, FAC, Income Fund, and Growth Fund, or
17 for the benefit or under the control of Lewis, FAC, Income Fund, and Growth
18 Fund or over which they exercise actual investment or other authority, including
19 signatory authority.

20 **XV.**

21 IT IS ORDERED, ADJUDGED AND DECREED that defendant Lewis,
22 individually and doing business as FAC, Income Fund, and Growth Fund shall
23 within thirty (30) days of this Final Judgment, disgorge the sum of \$155,954,941
24 in cash, that was received by Lewis, FAC, Income Fund, and Growth Fund as a
25 consequence of the conduct alleged in the Complaint, plus prejudgment interest of
26 \$5,396,349.62 from the date the Commission filed its Complaint on December 22,
27 2003 through October 6, 2006 and accruing thereafter at the daily rate of
28 \$5,298.20, all as calculated pursuant to 28 U.S.C. § 1961. Lewis, FAC, Income

1 Fund, and Growth Fund shall pay, by cashier's check, certified check, or postal
2 money order, the total sum of \$161,351,290.62 in disgorgement within thirty (30)
3 days of entry of the Final Judgment. This disgorgement payment shall be made
4 payable to Court-appointed Receiver, Robb Evans & Associates (the "Receiver"),
5 and shall be transmitted to Robb Evans & Associates at 11450 Sheldon Street, Sun
6 Valley, California 91352-1121, under cover of a letter that identifies the
7 Defendant, the name and case number of this litigation, and the court. After
8 discharge of the Receiver, payment shall be made to the Commission or to such
9 other successor in interest to the Receiver as may be appointed by this Court.
10 Copies of this cover letter and the means of payment shall be simultaneously
11 transmitted to counsel for the Commission in this action at its Pacific Regional
12 Office. If Lewis, FAC, Income Fund, and Growth Fund fail to make the
13 disgorgement payment required within thirty (30) days of the date of entry of this
14 Final Judgment, the Receiver may institute and prosecute all actions and take such
15 other steps reasonable and appropriate to enforce and collect the monetary
16 Judgment of disgorgement rendered herein. Lewis shall receive a credit toward
17 this disgorgement obligation for all funds collected by the permanent Receiver in
18 this case, less the expenses of the Receivership.

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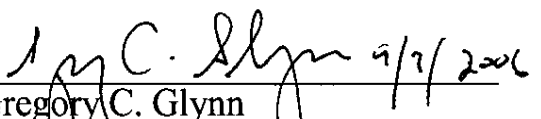
IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this action for the purpose of implementing and carrying out the terms of all Orders and decrees which may be entered herein, for continuing supervision of all aspects of the receivership and for the further purpose of entertaining any suitable application or motion for additional relief within the jurisdiction of this Court.

IT IS SO ORDERED.

DATED: October 4, 2006


HONORABLE AUDREY B. COLLINS
UNITED STATES DISTRICT JUDGE

Presented by:


Gregory C. Glynn
Attorney for Plaintiff
Securities and Exchange Commission

C:\FAC-Lewis\SJ Papers Final Judgment of Permanent Injunction on SJ.wpd

PROOF OF SERVICE

I am over the age of 18 years and not a party to this action. My business address is:

☒ U.S. SECURITIES AND EXCHANGE COMMISSION, 5670 Wilshire Boulevard, 11th Floor, Los Angeles, California 90036.

Telephone: (323) 965-3998 Fax: (323) 965-3908

On September 8, 2006, I served the document entitled **[PROPOSED] FINAL JUDGMENT OF PERMANENT INJUNCTION AND OTHER RELIEF AGAINST JAMES P. LEWIS, JR., INDIVIDUALLY AND DOING BUSINESS AS FINANCIAL ADVISORY CONSULTANTS, INCOME FUND, LTD. AND GROWTH FUND, LTD.** upon the parties to this action addressed as stated on the attached service list:

☒ **OFFICE MAIL:** By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business. (See enclosed service list)

☐ **PERSONAL DEPOSIT IN MAIL:** By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

☐ **EXPRESS U.S. MAIL:** Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

☐ **PERSONAL SERVICE:** I caused to be personally delivered each such envelope by hand to the office of the addressee in the attached service list.

☐ **FEDERAL EXPRESS:** By placing in sealed envelope(s) designated by Federal Express with delivery fees paid or provided for, which I deposited in a facility regularly maintained by Federal Express or delivered to a Federal Express courier, at Los Angeles, California.

☐ **FACSIMILE (by agreement of parties only):** By transmitting the document by facsimile transmission. The transmission was reported as complete and without error. (See Service list stating parties served by fax.)

☒ **(Federal)** I declare that I am employed in the office of a member of the bar of this Court, at whose direction the service was made. I declare under penalty of perjury that the foregoing is true and correct

Date: September 8, 2006

Magnolia M. Marcelo
MAGNOLIA M. MARCELO

SEC v. JAMES P. LEWIS, JR., et al.
United States District Court - Central District of California
Case No. CV 03-9354 ABC (VBKx)
(LA-2816)

SERVICE LIST

1. James P. Lewis, Jr.
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Federal Correctional Institution
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2. James J. Warner, Esq.
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Counsel for James P. Lewis, Jr.

3. Robb Evans
Brick Kane
Robb Evans & Associates, LLC
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Sun Valley, CA 91352-1121

Telephone: (818) 768-8100
Telecopier: (818) 768-8802

***Court-Appointed Permanent Receiver for Lewis
FAC, Income Fund and Growth Fund.***

4. Gary Owen Caris, Esq.
Lesley Anne Howes, Esq.
McKenna, Long & Aldridge, LLP
444 South Flower Street, 8th Floor
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5. Sean A. O'Keefe, Esq.
Winthrop Couchot Professional Corp.
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Newport Beach, CA 92660

***Counsel for Specified Investors Including
Timothy Robinson Eames, Cari Eames, et al.***