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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

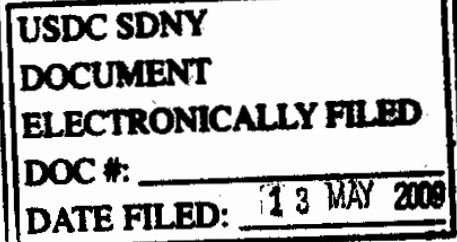
v.

JOSHUA YAFA; GLOBAL MEDIA
MARKETING, INC.; MICHAEL O'BRIEN
PICKENS; M3, INC.; M3 RESEARCH LLC;
and SERAFIN SIERRA,

Defendants,

HEM-HEM WAH-WAH, LLC,

Relief Defendant.



Civil Action No. 05-CV-6480 (PAC)

FINAL JUDGMENT AS TO
DEFENDANTS JOSHUA YAFA,
GLOBAL MEDIA MARKETING, INC.,
AND HEM-HEM WAH-WAH, LLC

The Securities and Exchange Commission having filed a complaint in this action and Defendants Joshua Yafa (“Yafa”), Global Media Marketing, Inc. (“Global Media Marketing”), and Hem-Hem Wah-Wah, LLC (“Hem-Hem Wah-Wah”) (collectively, the “Yafa Defendants”) having entered a general appearance in the action, consented to the Court’s jurisdiction over them and the subject matter of this action, consented to entry of this Final Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction), waived findings of fact and conclusions of law, and waived any right to appeal from this Permanent Injunction:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Order of Permanent Injunction and Other Relief As To Defendants Joshua Yafa, Global Media Marketing, Inc., and Hem-Hem Wah-Wah, LLC (the “Permanent Injunction”), entered January 5, 2006, is incorporated in this Final Judgment in its entirety and will remain in full force and effect as an integral part of this Final Judgment.

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Yafa Defendants’ Consent to Final Judgment is incorporated herein with the same force and effect as if fully set forth herein, and that the Yafa Defendants shall comply with all of the undertakings and agreements set forth therein.

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Yafa, Global Media Marketing, and Hem-Hem Wah-Wah are jointly and severally liable for disgorgement of \$29,079.00, representing profits gained as a result of the conduct alleged

in the Complaint, together with prejudgment interest thereon in the amount of \$6,905.14. The Yafa Defendants shall satisfy this obligation by paying \$35,984.14 pursuant to the terms of the payment schedule set forth in Paragraph V below after entry of this Final Judgment by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission. The payment shall be delivered or mailed to the Office of Financial Management, Securities and Exchange Commission, Operations Center, 6432 General Green Way, Mail Stop 0-3, Alexandria, Virginia 22312, and shall be accompanied by a letter identifying Yafa, Global Media Marketing, and Hem-Hem Wah-Wah as the defendants in this action; setting forth the title and civil action number of this action and the name of this Court; and specifying that payment is made pursuant to this Final Judgment. The Yafa Defendants shall pay post-judgment interest on any delinquent amounts pursuant to 28 USC § 1961. The Commission shall remit the funds paid pursuant to this paragraph to the United States Treasury.

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Yafa and Global Media Marketing shall jointly and severally pay a civil penalty in the amount of \$29,079 pursuant to Section 20(d) of the Securities Act of 1933 [15 U.S.C. § 77t(d)] and Section 21(d) of the Securities Exchange Act of 1934 [15 U.S.C. § 78u(d)]. Yafa and Global Media Marketing shall make this payment pursuant to the terms of the payment schedule set forth in Paragraph V below after entry of this Final Judgment by certified check, bank cashier's check, or United States postal money order payable to the Securities and Exchange Commission. The payment shall be delivered or mailed to the Office of Financial Management, Securities and Exchange Commission, Operations

Center, 6432 General Green Way, Mail Stop 0-3, Alexandria, Virginia 22312, and shall be accompanied by a letter identifying Yafa Global Media Marketing as defendants in this action; setting forth the title and civil action number of this action and the name of this Court; and specifying that payment is made pursuant to this Final Judgment. Yafa and Global Media Marketing shall pay post-judgment interest on any delinquent amounts pursuant to 28 USC § 1961. The Commission shall remit the funds paid pursuant to this paragraph to the United States Treasury.

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the disgorgement, pre-judgment interest, and civil penalties set forth in Parts III and IV, above, totaling \$65,063.14, shall be paid in three installments according to the following schedule: (1) \$5,063.14, within 10 days of entry of this Final Judgment; (2) \$30,000.00, within 180 days of entry of this Final Judgment; and (3) \$30,000.00, within 360 days of entry of this Final Judgment. Post-judgment interest shall accrue pursuant to 28 U.S.C. § 1961 on amounts paid later than the scheduled installment date.

If the Yafa Defendants fail to make any payment by the date agreed and/or in the amount agreed according to the schedule set forth above, all outstanding payments under this Final Judgment, including post-judgment interest, minus any payments made, shall become due and payable immediately without further application to the Court.

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VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that by reason of their consent to this Final Judgment, the Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

Dated: March, 10 / 09

Paul Blatty 5/13/09
UNITED STATES DISTRICT JUDGE

Approved as to form:



Christopher Bruno
Attorney for Defendants
Joshua Yafa, Global Media Marketing, Inc.,
and Hem-Hem Wah-Wah, LLC

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JOSHUA YAFA; GLOBAL MEDIA
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and SERAFIN SIERRA,

Defendants,

HEM-HEM WAH-WAH, LLC,

Relief Defendant.

Civil Action No. 05-CV-6480 (PAC)

CONSENT TO FINAL JUDGMENT BY
DEFENDANTS JOSHUA YAFA,
GLOBAL MEDIA MARKETING, INC.,
AND HEM-HEM WAH-WAH, LLC

1. Defendants Joshua Yafa ("Yafa"), Global Media Marketing, Inc. ("Global Media Marketing"), and Hem-Hem Wah-Wah, LLC ("Hem-Hem Wah-Wah") (collectively the "Yafa Defendants") acknowledge service of the summons and complaint in this action, enter a general appearance, and admit the Court's jurisdiction over each of them and over the subject matter of this action.

2. Without admitting or denying the allegations of the complaint (except as to personal and subject matter jurisdiction, which the Yafa Defendants admit), the Yafa Defendants hereby consent to the entry of a final Judgment (the "Final Judgment") in the form attached hereto and incorporated by reference herein, which, among other things:

- (a) orders Yafa, Global Media Marketing, and Hem-Hem Wah-Wah to pay disgorgement in the amount of \$29,079.00, plus prejudgment interest in the amount of \$6,905.14;
- (b) orders Yafa and Global Media Marketing to pay a civil penalty in the amount of \$29,079.00 under Section 20(d) of the Securities Act of 1933 [15 U.S.C. § 77t(d)] and Section 21(d) of the Securities Exchange Act of 1934 [15 U.S.C. § 78u(d)]; and
- (c) imposes joint and several liability for the disgorgement and prejudgment interest on Yafa, Global Media Marketing, and Hem-Hem Wah-Wah, and each of them, imposes joint and several liability for the civil penalty on Yafa and Global Media Marketing, and each of them, and orders the payment of the amount in full according to a schedule within 360 days of entry of the Final Judgment.

3. The Yafa Defendants acknowledge the Court's prior Order of Permanent Injunction and Other Relief As To Defendants Joshua Yafa, Global Media Marketing,

Inc. and Hem-Hem Wah-Wah, LLC (the "Permanent Injunction"), entered January 5, 2006, and do not object to the incorporation of its terms into the Final Judgment.

4. The Yafa Defendants agree that they shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that the Yafa Defendants pay pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. The Yafa Defendants further agree that they shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that the Yafa Defendants pay pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

5. The Yafa Defendants waive the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. The Yafa Defendants waive their right, if any, to a jury trial and to appeal from the entry of the Permanent Injunction.

7. The Yafa Defendants enter into this Consent voluntarily and represent that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce the Yafa Defendants to enter into this Consent.

8. The Yafa Defendants agree that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. The Yafa Defendants will not oppose the enforcement of the Final 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.

10. The Yafa Defendants waive service of the Final Judgment and agree that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to the Yafa Defendants of its terms and conditions. The Yafa Defendants further agree to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that the Yafa Defendants have received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against the Yafa Defendants in this civil proceeding. The Yafa Defendants acknowledge that no promise or representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. The Yafa Defendants waive any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. The Yafa Defendants further acknowledge that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or 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. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, the Yafa Defendants understand that they shall not be permitted to contest the factual allegations of the complaint in this action.

12. The Yafa Defendants understand and agree to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, the Yafa Defendants agree: (i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or creating the impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent, the Yafa Defendants hereby withdraw any papers filed in this action to the extent that they deny any allegation in the complaint. If the Yafa Defendants breach this agreement, the Commission may petition the Court to vacate the Final Judgment and determine the case on the merits. Nothing in this paragraph affects the Yafa Defendants': (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. The Yafa Defendants waive any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by the Yafa Defendants to defend against this action. For these purposes, the Yafa Defendants agree that they are not the prevailing party in this action since the parties have reached a good faith settlement as to the issues addressed in the Permanent Injunction.

14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, (i) Joshua Yafa agrees to appear and be interviewed by Commission staff at such times and places as the staff requests upon reasonable notice; (ii) the Yafa

Defendants will accept service by mail or facsimile transmission of notices or subpoenas issued by the Commission for documents or testimony at depositions, hearings, or trials, or in connection with any related investigation by Commission staff; (iii) the Yafa Defendants appoint their attorney as agent to receive service of such notices and subpoenas; (iv) with respect to such notices and subpoenas, they waive the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, provided that the party requesting the testimony reimburses the Yafa Defendants' travel, lodging, and subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v) the Yafa Defendants consent to personal jurisdiction over them in any United States District Court for purposes of enforcing any such subpoena.

15. The Yafa Defendants agree that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. The Yafa Defendants agree that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

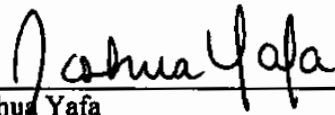
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17. The Yafa Defendants represent that, before signing this Consent, they have read the terms of the Consent, they have conferred with their counsel concerning the terms of the Consent and, with respect to Global Media and HHWW that the entities have authorized Joshua Yafa to sign on their behalf.

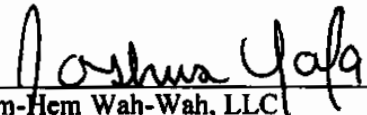
Dated: 3/10, 2009.



Joshua Yafa

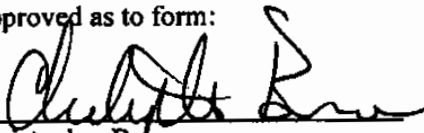


Global Media Marketing, Inc.
By Joshua Yafa
Its President



Hem-Hem Wah-Wah, LLC
By Joshua Yafa
Its Managing Member

Approved as to form:



Christopher Bruno
Attorney for Defendants
Joshua Yafa, Global Media Marketing, Inc.
and Hem-Hem Wah-Wah, LLC