

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SECURITIES AND EXCHANGE COMMISSION,	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL ACTION
	:	NO. 97-12443-PBS
BOND DELLAPP FLETCHER and	:	
MEDIAJET, INC.,	:	
	:	
Defendants.	:	

FINAL JUDGMENT OF PERMANENT INJUNCTION AND
OTHER RELIEF AGAINST DEFENDANT BOND D. FLETCHER

Plaintiff, SECURITIES AND EXCHANGE COMMISSION ("COMMISSION"), having filed a Complaint for Injunctive Relief ("Complaint"); and Defendant BOND D. FLETCHER ("FLETCHER") having entered a general appearance, having filed an Answer to the Complaint, having, in the annexed Consent of Bond D. Fletcher ("Consent"), withdrawn his Answer to the Complaint and having waived his right to file an Answer, having admitted to the jurisdiction of the Court over him and over the subject matter of this action, having waived the entry of findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure with respect to this Final Judgment of Permanent Injunction and Other Relief against Defendant Bond D. Fletcher (the "Final Judgment"), and without admitting or denying the allegations of the Complaint, except as to jurisdiction, which he admits, having consented to the entry of this Final Judgment permanently restraining and enjoining Defendant FLETCHER from directly or indirectly violating Sections 10(b), 13(a) and 13(b)(2)(A) of the Securities

Exchange Act of 1934 ("Exchange Act") [15 U.S.C. §§ 78j(b), 78m(a) and 78m(b)(2)(A)] and Exchange Act Rules 10b-5, 13a-1, 13a-13, 13b2-1 and 12b-20 [17 C.F.R. §§ 240.10b-5, 240.13a-1, 240.13a-13, 240.13b2-1 and 240.12b-20] and ordering him to disgorge seven million, twenty-four thousand, one hundred and eighty-four dollars (\$7,024,184), plus prejudgment interest thereon, provided, however, that a portion is waived, as detailed in Section IV. herein, based upon his demonstrated inability to pay; and it further appearing that this Court has jurisdiction over Defendant FLETCHER and the subject matter hereof, and the Court being fully advised in the premises:

I.

IT IS HEREBY ORDERED that Defendant FLETCHER, his officers, agents, servants, employees, attorneys-in-fact, successors and assigns, and each of them, and all persons in active concert or participation with him, and each of them who receive actual notice of this Final Judgment by personal service or otherwise, be and hereby are permanently restrained and enjoined from violating Section 10(b) of the Exchange Act [15-U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], directly or indirectly, by using any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange:

- (1) to employ any device, scheme or artifice to defraud;
- (2) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to

make the statements made, in the light of the circumstances under which they were made, not misleading; or

- (3) to engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person,

in connection with the purchase or sale of the securities of any issuer.

II.

IT IS FURTHER ORDERED that Defendant FLETCHER, his officers, agents, servants, employees, attorneys-in-fact, successors and assigns, and each of them, and all persons in active concert or participation with him, and each of them who receive actual notice of this Final Judgment by personal service or otherwise, be and hereby are permanently restrained and enjoined from, directly or indirectly, filing with the COMMISSION any annual, quarterly or current report on behalf of any issuer, which contains any untrue statements of material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, or which fails to contain information required by COMMISSION rules to be contained in such reports, in violation of Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 13a-1, 13a-13 and 12b-20 thereunder [17 C.F.R. §§ 240.13a-1, 240.13a-13 and 240.12b-20].

III.

IT IS FURTHER ORDERED that Defendant FLETCHER, his officers, agents, servants, employees, attorneys-in-fact, successors and assigns, and each of them, and all persons in active concert or participation with him, and each of them who receive actual notice of this Final Judgment by personal service or otherwise, be and hereby are permanently restrained and enjoined from, directly or indirectly, violating Exchange Act Rule 13b2-1 [17 C.F.R. § 240.13b2-1] by, directly or indirectly, falsifying or causing to be falsified any book, record, or account subject to Section 13(b)(2)(A) of the Exchange Act.

IV.

IT IS FURTHER ORDERED that Defendant FLETCHER pay disgorgement in the amount of seven million, twenty-four thousand, one hundred and eighty-four dollars (\$7,024,184), representing his ill-gotten gains from the conduct alleged in the Complaint, plus prejudgment interest thereon. Defendant FLETCHER, in partial payment of this disgorgement amount, shall relinquish ownership, title and control of, and surrender all rights to, or provide the cash equivalent of, the following assets to a receiver to be appointed by the Court (the "Receiver"), within ten (10) days of the Receiver's appointment, for liquidation and distribution of the resulting funds to defrauded investors:

A. Cash and Securities

All cash and securities, and all cash, securities, bank and other accounts under Defendant FLETCHER's control or in which he has an interest, including, but not limited to, the following:

<u>Financial or Securities Institution</u>	<u>Account Number (if known)</u>
Pictet Bank and Trust LTD	186825
Eastern Bank	202128718
Eastern Bank	401367503
Eastern Bank	2232537
First Union National Bank of Florida	1090010054602
Smith Barney	489-21529-11
Lehman Brothers, Inc.	834-61534
Alex Brown	-277-00487
Mainstay	
Putnam Investments	
PaineWebber	44696
PaineWebber (Net balance after satisfaction of margin debt owed as of 12/31/97, plus interest)	45791
Lehman Brothers, Inc	834-61548
Ansbacher, Ltd.	Ixitri Trust

12,700 shares of the common stock of Centennial Technologies, Inc. ("Centennial") in Defendant FLETCHER's possession.

In addition, Defendant FLETCHER agrees to relinquish all shares of Centennial common stock he may receive from Emanuel Pinez, including, but not limited to, the 238,000 shares of Centennial common stock that Defendant FLETCHER claims he is due.

However, Defendant FLETCHER shall retain all interest in and control of Mediajet, Inc.'s business account (numbered 981214) at Eastern Bank.

B. Personal Properties

All personal properties in Defendant FLETCHER's name, under his control, or in which he has an interest, including, but not limited to, the following:

Item

Aircraft (TBM)

Five vehicles

Ferrari
Land Rover
Geo
Harley Road King
Harley Fat Boy

Watercraft

22 Imperial
20 Pontoon
16 Capri
Jet skis

Defendant FLETCHER also shall relinquish to the Receiver ownership, title and control of, and surrender all rights to, or provide the cash equivalent of, any single item of personal property valued in excess of ten thousand dollars (\$10,000).

However, Defendant FLETCHER shall retain ownership of his business entitled Mediajet, Inc. and the Hangar structure in which it will operate, one 1992 automobile and a 24' Pontoon boat.

C. . Real Estate

All real estate under Defendant FLETCHER's control or in which he has any interest, including, but not limited to, a house at 5 Worthington Green, Beverly, Massachusetts; provided, however, that Defendant FLETCHER is not required to relinquish to the Receiver a house, or the cash equivalent, located at 100 Lindel Street, Morgantown, West Virginia, occupied by his daughter, Natasha B. Fletcher, and his former wife and which is held in trust for his daughter, on the condition that he give up all control and retain no interest in the property, or cash equivalent, within ten (10) days from the entry of the Final Judgment. Defendant FLETCHER also is not required to relinquish to the Receiver his home, or the cash equivalent, located at One Loon Island, Meredith, New Hampshire, and related lot at 518 Leighton Avenue, Laconia, New Hampshire, which is held in trust for his daughter, Natasha B. Fletcher.

Based upon Defendant FLETCHER's sworn representations in his Statement of Financial Condition, dated February 2, 1998, and submitted to the COMMISSION, payment of the balance of total disgorgement and prejudgment interest thereon less the liquidated dollar value, as realized by the Receiver, of the assets surrendered pursuant to Sections IV. and V. herein (the "Surrendered Amount"), is waived. This waiver is contingent upon the accuracy and completeness of his Statement of Financial Condition. If at any time following the entry of this Final Judgment the COMMISSION obtains information indicating that

Defendant FLETCHER's representations to the COMMISSION concerning his assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such representations were made, the COMMISSION may, at its sole discretion and without prior notice to Defendant FLETCHER, petition this Court for an order requiring Defendant FLETCHER to pay the waived portion of the disgorgement plus pre-judgment and post-judgment interest on the total amount of disgorgement. In connection with any such petition, the only issue shall be whether the financial information provided by Defendant FLETCHER was fraudulent, misleading, inaccurate or incomplete in any material respect as of the time such representations were made. In its petition, the COMMISSION may move this Court to consider all available remedies, including, but not limited to, ordering Defendant FLETCHER to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment, and the COMMISSION also may request related discovery. Defendant FLETCHER may not, by way of defense to such petition, challenge the validity of his Consent or the Final Judgment, contest the allegations in the Complaint filed by the COMMISSION, contest the amount of disgorgement and interest, or assert that disgorgement should not be ordered.

V.

IT IS FURTHER ORDERED that Defendant FLETCHER shall provide the Commission with copies, when filed, of all state and federal tax forms for the years 1995 through 1997 and all amendments

thereto. Defendant FLETCHER shall transfer to the Receiver any tax refund for the years 1994 through 1997.

VI.

IT IS FURTHER ORDERED that, immediately upon entry of the Final Judgment by the Court, Defendant FLETCHER shall petition the courts in Moshe Ariel, et al. v. Bond Fletcher, Mediajet, Inc., and Suncrest, Ltd., Civil Action No. 97-12250 (REK) (D. Mass.); Joni Wells-Fletcher v. Bond Fletcher, No. 92D-11020-D1 (Mass. P. Ct.); and Nicole Gasperoni v. Bond Fletcher, No. 97W-1624-PA1 (Mass. P. Ct.) for the release of the Surrendered Amount. Defendant FLETCHER's satisfaction of the disgorgement terms of this Final Judgment is contingent on the release of the Surrendered Amount by all of those courts.

VII.

IT IS FURTHER ORDERED that the annexed Consent be, and the same hereby is, incorporated by reference herein with the same force and effect as if fully set forth herein.

VIII.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for the purpose of implementing and enforcing the terms and conditions of this Final Judgment.

IX.

There being no just reason for delay, the Clerk of the Court is directed, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, to enter this Final Judgment forthwith.

DONE AND ORDERED at Boston, Massachusetts this 16
day of July, 1998.



Patti B. Saris
UNITED STATES DISTRICT JUDGE

WHEREBY ATTEST AND CERTIFY ON 7/17/98
THAT THE FOREGOING DOCUMENT IS A FULL, TRUE
AND CORRECT COPY OF THE ORIGINAL ON FILE
IN MY OFFICE AND IN MY LEGAL CUSTODY.

TONY ANASTAS
CLERK, U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BY: 