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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16 **SECURITIES AND EXCHANGE**
17 **COMMISSION,**

18 Plaintiff,

19 v.

20 COLIN NATHANSON, individually
21 and doing business as NATHANSON
22 INVESTMENT TRUST; GIANT
23 GOLF COMPANY; PLAY BIG
24 ENTERPRISES, INC.; STARQUEST
25 MANAGEMENT, INC.;
26 WHITEHAWK CONSULTING
27 GROUP, INC.; LEAFHEAD
28 CONSULTANTS, INC.; NETTEL
CONSULTING CORP.; YRMAC
CONSULTING SERVICES, INC.; and
MILLENNIUM TECHNICAL
GROUP, INC.

Defendants.

Case No.

**COMPLAINT FOR VIOLATIONS
OF THE FEDERAL SECURITIES
LAWS**

Plaintiff Securities and Exchange Commission (“Commission”) alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d)(1) and 22(a) of the Securities Act of 1933 (“Securities Act”),

1 15 U.S.C. §§ 77t(b), 77t(d)(1) & 77v(a), and Sections 21(d)(1), 21(d)(3)(A), 21(e)
2 and 27 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C.
3 §§ 78u(d)(1), 78u(d)(3)(A), 78u(e) & 78aa. Defendants have, directly or
4 indirectly, made use of the means or instrumentalities of interstate commerce, of
5 the mails, or of the facilities of a national securities exchange, in connection with
6 the transactions, acts, practices and courses of business alleged in this Complaint.

7 2. Venue is proper in this district pursuant to Section 22(a) of the
8 Securities Act, 15 U.S.C. § 77v(a), and Section 27 of the Exchange Act, 15 U.S.C.
9 § 78aa, because certain of the transactions, acts, practices and courses of conduct
10 constituting violations of the federal securities laws occurred within this district.

11 SUMMARY

12 3. Since February 2001, defendant Colin Nathanson and the defendant
13 entities which he controls have raised approximately \$29.5 million from over 1800
14 investors nationwide through four fraudulent investment schemes, two of which
15 are ongoing. In these four schemes, the defendants offered and sold: (a) stock in
16 two golf-related entities; (b) limited partnership interests in four media funds; (c)
17 investments in a purported small, unnamed computer software company; and (d)
18 stock in an entity with purported plans to develop technology related to FCC
19 licenses. In the four schemes, the defendants made material misrepresentations
20 that the securities of the defendant entities were about to become publicly traded,
21 and misrepresented how investor monies would be used. Without the investors’
22 knowledge or consent, defendant Colin Nathanson commingled the monies raised
23 through the defendant entities, all of which he controlled, and used the
24 commingled funds to operate both the defendant entities and his other various,
25 unprofitable businesses. Additionally, since February 2001, Nathanson has used
26 at least \$1 million in investor funds to support his extravagant lifestyle, which
27 includes three homes and payment of \$346,500 in gambling-related debts. Finally,
28 in Ponzi-like fashion, Nathanson has caused over \$5 million of the \$29.5 million

1 raised to be paid to certain investors either as purported “returns” on their
2 investments when, in fact, their investments were not profitable, or as purported
3 returns of their principal.

4 4. The defendants, by engaging in the conduct described in this
5 Complaint, have violated the securities registration provisions of Sections 5(a) and
6 5(c) of the Securities Act, 15 U.S.C. §§ 77e(a) and (c). The defendants have also
7 violated the antifraud provisions of Section 17(a) of the Securities Act, 15 U.S.C.
8 § 77q(a), and Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule
9 10b-5 thereunder, 17 C.F.R. § 240.10b-5. In view of the serious and ongoing
10 nature of the violations, the Commission is seeking emergency relief, including a
11 temporary restraining order, a preliminary injunction, orders freezing the assets of
12 each of the defendants and prohibiting each of the defendants from destroying
13 documents, the appointment of a receiver over the defendant entities as well as all
14 other entities directly or indirectly controlled by Nathanson, and an order requiring
15 defendants to provide accountings. The Commission also seeks permanent
16 injunctions, disgorgement and civil penalties.

17 THE DEFENDANTS

18 5. **Colin Nathanson** resides in Coto de Caza, California. Nathanson
19 founded, and is an officer and/or director of, each of the entity defendants.
20 Nathanson was ordered to cease and refrain from selling unregistered securities by
21 the California Department of Corporations in 1994, by the Ohio Department of
22 Commerce in 2002, and by the North Dakota Securities Department in 2003.

23 6. **Giant Golf Company (“Giant Golf”)** is a Nevada corporation
24 formed by Nathanson in 1996, with offices in Rancho Santa Margarita, California.
25 Giant Golf manufactures and sells golf clubs and other golf equipment. Giant
26 Golf also runs the Giant Golf Academy and conducts instructional golf clinics.
27 Nathanson is the CEO and president of Giant Golf.

28 7. **Play Big Enterprises, Inc. (“Play Big”)** is a Nevada corporation

1 formed by Nathanson in 2000, with offices in Rancho Santa Margarita, California.
2 In early 2003, Play Big merged with Giant Golf. Nathanson is the CEO and
3 president of Play Big.

4 8. **Starquest Management, Inc. (“Starquest”)** is a Nevada corporation
5 formed by Nathanson in 1998, with offices in Costa Mesa and Walnut, California.
6 Starquest was the general partner of a limited partnership named Media Fund II,
7 Ltd. Nathanson is the CEO and president of Starquest.

8 9. **Whitehawk Consulting Group, Inc. (“Whitehawk”)** is a Nevada
9 corporation formed by Nathanson in 2001, with offices in Costa Mesa and Walnut,
10 California. Whitehawk is the general partner of a limited partnership named
11 Media Fund III, Ltd. Nathanson is the founder and CEO of Whitehawk.

12 10. **Leafhead Consultants, Inc. (“Leafhead”)** is a Nevada corporation
13 formed by Nathanson in 2001, with offices in Costa Mesa and Walnut, California.
14 Leafhead is the general partner of a limited partnership named the Media Info
15 Fund, Ltd. Nathanson is the founder and CEO of Leafhead.

16 11. **NetTel Consulting Corp. (“NetTel”)** is a Nevada corporation
17 formed by Nathanson in 2001 with offices in Walnut, California. NetTel is the
18 general partner of a limited partnership named the Financial Info Fund, Ltd.
19 Nathanson is the CEO of NetTel.

20 12. **Yrmac Consulting Services, Inc. (“Yrmac”)**, formerly Camry
21 Consulting Services, Inc., is a Nevada corporation formed by Nathanson in 1994
22 purportedly with offices in Las Vegas, Nevada. Yrmac participated in soliciting
23 investors in Nathanson Investment Trust. Nathanson is the CEO and sole officer
24 and director of Yrmac.

25 13. **Millennium Technical Group (“Millennium”)** is a Nevada
26 corporation formed by Nathanson in 1998 with offices in Rancho Santa Margarita,
27 California. Millennium is purportedly in the business of developing technology
28 and other software applications for Interactive Video Data Services (“IVDS”)

1 licenses acquired in 1994 in an FCC auction by Vitech Corp., an entity
2 purportedly formed by the spouse of one of Millennium's directors, but in fact
3 incorporated by Nathanson. Nathanson is the president, CEO and a director of
4 Millennium.

5 **THE FRAUDULENT SCHEME**

6 14. Since February 2001, Nathanson and the defendant entities have
7 raised approximately \$29.5 million from investors through fraudulent unregistered
8 securities offerings, and then commingled and transferred money among those
9 entities and other entities Nathanson controls. Additionally, in Ponzi-like fashion,
10 Nathanson has caused \$5.1 million of the investor funds raised to be paid to
11 investors as, among other things, purported "returns" when, in fact, the
12 investments had earned no returns.

13 **A. The Fraudulent Offerings**

14 **1. Giant Golf And Play Big**

15 15. In July 2001, Nathanson and Giant Golf began conducting a \$10
16 million securities offering, consisting of 2000 units at \$5000 per unit. Each unit
17 consisted of 5000 shares of Giant Golf common stock and an option to purchase
18 an additional 5000 shares at \$1 per share. Initially, Giant Golf sales agents
19 solicited potential investors by calling individuals who had redeemed coupons for
20 a free Giant Golf club. Later, in 2003, Giant Golf purchased lead-lists and
21 cold-called potential investors identified in the lead lists. From August 2001
22 through October 2003, Giant Golf raised approximately \$7.78 million from 750
23 investors.

24 16. In early 2003, after Giant Golf merged with Play Big, Nathanson sent
25 existing Giant Golf investors a letter stating that their shares were converted into
26 Play Big shares at a ratio of 1.8 shares of Play Big for each share of Giant Golf
27 they owned.

28 17. In March 2003, Play Big began conducting a \$40 million stock

1 offering. The offering consisted of 8000 units at \$5000 per unit. Each unit
2 consisted of 2500 shares of Play Big common stock and an option to purchase an
3 additional 2500 shares at \$2 per share. Play Big solicited investors by cold-calling
4 individuals whose names appeared on purchased lead lists. From April 2003
5 through October 2003, Play Big raised over \$566,000 from 87 investors.

6 18. Since 2001, Giant Golf and Play Big sales agents told potential
7 investors that Giant Golf and later, Play Big, expected to conduct an initial public
8 offering (“IPO”) within months of their initial investments and that when it did so,
9 investors could expect their shares to trade at between \$5 and \$20 per share. In
10 fact, no IPOs for either company have ever taken place.

11 19. On February 20, 2003, Giant Golf told investors in a written
12 “Shareholder Release” that it had chosen the accounting firm of Weinberg & Co.
13 to “complete [its] audited financial statements for registration with the SEC.” This
14 was false. The only work Weinberg & Co. completed for Giant Golf was an
15 observation of Giant Golf’s physical inventory in early January 2003. Weinberg
16 & Co. did no further work for Giant Golf after January 2003. No audit of Giant
17 Golf’s financial statements was ever completed.

18 20. Giant Golf’s offering document, which was mailed to investors and
19 which was entitled “confidential private placement memorandum,” stated that
20 Giant Golf would use investor funds for “production improvements; relocation and
21 expansion of the office and production facility; product improvement and
22 development; sales and marketing; and general corporate purposes.” Similarly,
23 Play Big’s offering document, also mailed to investors and entitled “confidential
24 private placement memorandum,” stated that Play Big would use the investors’
25 funds for “the expansion, growth and general corporate needs of the company.”

26 21. These representations regarding how the proceeds from the Giant
27 Golf and Play Big offerings would be used were false. First, undisclosed to
28 investors, Nathanson caused the \$8.3 million in monies raised in the Giant Golf

1 and Play Big offerings to be commingled in the Giant Golf and Play Big bank
2 accounts with, among other monies, monies from other defendant entities and
3 other entities he controlled (\$8 million) and receipts related to Giant Golf's
4 business (\$9.2 million). Contrary to the representations in the offering documents
5 as to how investor funds would be used, Nathanson, who was a signatory on each
6 of the Giant Golf and Play Big accounts, caused \$3.9 million to be disbursed from
7 these accounts to other entities he controlled, including other defendant entities.

8 **2. The Media Funds Ponzi Scheme**

9 22. From 2001 through the present, Nathanson and defendants Starquest,
10 Whitehawk, Leafhead and NetTel have offered and sold limited partnership
11 interests in, respectively, Media Fund II, Media Fund III, Media Info Fund and
12 Financial Info Fund (the "Media Fund offerings"). Each of the Media Fund
13 offerings was for \$5 million and consisted of 2000 limited partnership units at
14 \$2500 per unit. Nathanson, Starquest, Whitehawk, Leafhead and NetTel offered
15 the Media Fund interests by soliciting investors in the Millennium offering
16 discussed below and by cold-calling potential investors whose names appeared on
17 purchased lead lists. Since November 2001, \$9 million has been raised from over
18 380 investors in these offerings. The offering by Nathanson and NetTel of limited
19 partnership units in Financial Info Fund is presently ongoing.

20 23. The offering documents for Media Fund II, Media Fund III and
21 Media Info Fund, which were each entitled "confidential private placement
22 memorandum" and which were mailed to investors, represent that the offered Fund
23 would purchase blocks of broadcast media time to air infomercials for Giant Golf.
24 In fact, no media time has been purchased by these Funds.

25 24. The Financial Info Fund's offering document, which was also entitled
26 "confidential private placement memorandum" and which was also mailed to
27 investors, states that the Fund will "acquire financial services facilities and invest
28 in other entities." In fact, the Fund has acquired no financial services facilities;

1 nor has it invested in other entities.

2 25. Nathanson, Starquest, Whitehawk, Leafhead and NetTel promised to
3 pay investors returns of 2% per month. Investors in each of these four offerings
4 had the option of either receiving monthly distribution checks or having their
5 investment returns reinvested in the Funds. The offering documents and sales
6 agents encouraged investors to reinvest their returns and represented that this
7 option resulted in greater overall returns and that the distributions would be
8 tax-deferred.

9 26. Undisclosed to investors, Nathanson caused the \$9 million raised in
10 the Media Fund offerings to be commingled with other monies, including \$2.7
11 million in monies from other entities he controlled. Contrary to the
12 representations in the offering documents as to how proceeds were to be used,
13 Nathanson, who was the sole signatory for the bank accounts of Starquest,
14 Whitehawk and Leafhead, caused \$5.5 million to be distributed from these
15 accounts and NetTel's account to other entities he controlled. Nathanson further
16 caused, in Ponzi-like fashion, \$2 million to be paid from these accounts to
17 investors as purported "returns," when in fact no returns were earned on the Media
18 Fund investments.

19 **3. The Nathanson Investment Trust Ponzi Scheme**

20 27. From 2000 through the present, Nathanson, doing business as
21 Nathanson Investment Trust ("NIT"), and defendant Yrmac Consulting Services,
22 Inc. ("Yrmac"), have solicited people to invest, through NIT, in a purported small,
23 unnamed computer software company. Since July 2001, Nathanson has raised
24 \$8.4 million from 305 investors in this ongoing offering.

25 28. Nathanson and Yrmac describe the NIT investment opportunity in a
26 series of letters to investors written on letterhead of either Yrmac or its corporate
27 predecessor, Camry Consulting Services, Inc., and signed by Nathanson. In
28 January 2000, Nathanson sent such letters to a group of his longtime investors

1 offering them an opportunity to “make a nice handsome profit in the short term”
2 by investing in an “Internet based technology company.” This company
3 purportedly “developed software that enhances advanced Internet applications.”
4 Nathanson did not disclose the name of the software company, purportedly
5 because he had signed a confidentiality agreement with the company.

6 29. According to Nathanson’s letter, the unnamed software company was
7 preparing to conduct an IPO in May 2000 and had offered Nathanson the
8 opportunity to acquire a large percentage of the company. Nathanson further
9 represented to investors that he, his friends and family had chosen to invest in the
10 company and that he was now extending the investment opportunity to a select
11 group of “VIP” investors. Nathanson instructed investors to write their checks to
12 the Nathanson Investment Trust and assured them that they could expect to
13 “multiply [their] investment a good number of times.” Upon receipt of investor
14 funds by NIT, Nathanson assures investors in a follow-up letter that if the IPO did
15 not occur, all funds would be returned at once.

16 30. In a series of letters over three years on the letterhead of either Yrmac
17 or its corporate predecessor, Nathanson has continuously made promises to
18 investors, first that the unnamed company was about to go public, and then,
19 beginning in late 2000 and early 2001, that the unnamed software company would
20 not go public, but would be bought out by a larger, unnamed company, at a great
21 profit to investors. The date of this buy-out has continually been postponed. The
22 most recent letter from Nathanson to investors states that the buy-out will occur on
23 April 26, 2004, and that investors will receive a 17:1 return on their investment.
24 Following transmittal of these letters, Nathanson obtained new investors and
25 received additional funds from earlier investors.

26 31. Contrary to Nathanson’s representations to investors, neither he nor
27 NIT has used investor funds to invest in any software company. Instead,
28 undisclosed to investors, Nathanson has commingled the \$8.4 million in NIT

1 investor funds with other monies, including \$1.5 million in receipts from other
2 entities he controls, and \$87,980 from himself. Rather than using investor funds
3 to purchase any interest in a software company as represented to investors,
4 Nathanson has instead disbursed \$5.1 million from the NIT account, for which he
5 is the sole signatory, to other entities he controls. Additionally, in Ponzi-like
6 fashion, Nathanson disbursed \$2.9 million from the NIT account to investors.
7 Finally, Nathanson disbursed \$911,500 from the NIT account to himself, including
8 \$50,000 to pay his personal gambling debts.

9 **4. The Millennium Technical Group Offering**

10 32. Beginning in January 2001, Nathanson and Millennium conducted a
11 \$50 million stock offering. The stock offering consisted of 2000 units at \$25,000
12 per unit. Each unit consisted of 10,000 shares at \$2.50 per share. Potential
13 investors were solicited by the telephone and letters. From February 2001 through
14 April 2002, Millennium raised approximately \$3.7 million from 279 investors.

15 33. The offering document, termed a “confidential private placement
16 memorandum,” stated that Millennium planned to use the offering proceeds to
17 “expand its facilities; expand its system capacity; further develop its hardware and
18 software; launch additional products; enhance sales and marketing; and provide
19 for working capital and general corporate purposes.” The offering document also
20 stated that until they were used, the net proceeds of the offering would be invested
21 in interest bearing, investment-grade securities.

22 34. The offering document states that Vitech Corp., an entity purportedly
23 owned by the spouse of one of Millennium’s directors, contracted with
24 Millennium to “build out” the 18 IVDS licenses Vitech purports to own. The
25 offering document also describes Millennium’s purported plans to develop
26 technology related to Vitech’s IVDS licenses, including a service to measure cable
27 television audiences and monitor their viewing habits similar to the service the
28 Nielsen company provides to broadcast networks, and creation of wireless

1 products that could transmit to and receive data from the Internet. The offering
2 document also states that Millennium has IVDS licenses to operate in “more than
3 160 metropolitan statistical areas in the United States.”

4 35. In fact, Vitech owns 18 IVDS licenses, covering areas in mostly
5 smaller cities, such as Bismarck, North Dakota, and Kokomo, Indiana. Moreover,
6 due to their locations, all but one of the IVDS licenses Millennium claims it was
7 developing are worthless.

8 36. Additionally, undisclosed to investors, notwithstanding that Vitech is
9 purportedly owned by the spouse of one of Millennium’s directors, Nathanson in
10 fact incorporated Vitech. Also undisclosed to investors, Nathanson controls the
11 funds in Vitech’s bank account, and since at least June 2001 has signed all checks
12 issued from that account.

13 37. Undisclosed to investors, Nathanson has caused the \$3.7 million in
14 investor monies invested with Millennium to be commingled with other monies,
15 including \$167,796 from other entities he controls. Rather than using the funds in
16 the Millennium account for the represented purposes, Nathanson, who was a
17 signatory on the Millennium bank account, has caused \$1.2 million to be
18 disbursed from the Millennium account to other entities he controls.

19 **B. Nathanson’s Misappropriation Of Investor Funds For His Personal Use**

20 38. Nathanson misappropriated approximately \$1 million of the \$29.5
21 million in investor funds raised in the above offerings for his own benefit.
22 Nathanson used this money to pay his salary and to pay personal expenses,
23 including \$346,500 to pay his casino debts.

24 **FIRST CLAIM FOR RELIEF**

25 **UNREGISTERED OFFER AND SALE OF SECURITIES**

26 **Violations of Sections 5(a) and 5(c) of the Securities Act**

27 **(Against All Defendants)**

28 39. The Commission realleges and incorporates by reference ¶¶ 1 through

1 38 above.

2 40. Defendants Nathanson, Giant Golf, Play Big, Starquest, Whitehawk,
3 Leafhead, NetTel, Yrmac and Millennium, and each of them, by engaging in the
4 conduct described above, directly or indirectly, made use of means or instruments
5 of transportation or communication in interstate commerce or of the mails, to offer
6 to sell or to sell securities, or to carry or cause such securities to be carried through
7 the mails or in interstate commerce for the purpose of sale or for delivery after
8 sale.

9 41. No registration statement has been filed with the Commission or has
10 been in effect with respect to any of the offerings alleged herein.

11 42. By engaging in the conduct described above, each of the defendants
12 violated, and unless restrained and enjoined will continue to violate, Sections 5(a)
13 and 5(c) of the Securities Act, 15 U.S.C. §§ 77e(a) & 77e(c).

14 **SECOND CLAIM FOR RELIEF**

15 **FRAUD IN THE OFFER OR SALE OF SECURITIES**

16 **Violations of Section 17(a) of the Securities Act**

17 **(Against All Defendants)**

18 43. The Commission realleges and incorporates by reference ¶¶ 1 through
19 38 above.

20 44. Defendants Nathanson, Giant Golf, Play Big, Starquest, Whitehawk,
21 Leafhead, NetTel, Yrmac and Millennium, and each of them, by engaging in the
22 conduct described above, directly or indirectly, in the offer or sale of securities by
23 the use of means or instruments of transportation or communication in interstate
24 commerce or by use of the mails:

- 25 a. with scienter, employed devices, schemes, or artifices to
26 defraud;
- 27 b. obtained money or property by means of untrue statements of a
28 material fact or by omitting to state a material fact necessary in

- 1 order to make the statements made, in light of the
2 circumstances under which they were made, not misleading; or
3 c. engaged in transactions, practices, or courses of business which
4 operated or would operate as a fraud or deceit upon the
5 purchaser.

6 45. By engaging in the conduct described above, each of the defendants
7 violated, and unless restrained and enjoined will continue to violate, Section 17(a)
8 of the Securities Act, 15 U.S.C. § 77q(a).

9 **THIRD CLAIM FOR RELIEF**
10 **FRAUD IN CONNECTION WITH THE**
11 **PURCHASE OR SALE OF SECURITIES**
12 **Violations of Section 10(b) of the Exchange Act**
13 **and Rule 10b-5 thereunder**
14 **(Against all Defendants)**

15 46. The Commission realleges and incorporates by reference ¶¶ 1 through
16 38 above.

17 47. Defendants Nathanson, Giant Golf, Play Big, Starquest, Whitehawk,
18 Leafhead, NetTel, Yrmac and Millennium, and each of them, by engaging in the
19 conduct described above, directly or indirectly, in connection with the purchase or
20 sale of a security, by the use of means or instrumentalities of interstate commerce,
21 of the mails, or of the facilities of a national securities exchange, with scienter:

- 22 a. employed devices, schemes, or artifices to defraud;
23 b. made untrue statements of a material fact or omitted to state a
24 material fact necessary in order to make the statements made, in
25 the light of the circumstances under which they were made, not
26 misleading; or
27 c. engaged in acts, practices, or courses of business which
28 operated or would operate as a fraud or deceit upon other

1 persons.

2 48. By engaging in the conduct described above, each of the defendants
3 violated, and unless restrained and enjoined will continue to violate, Section 10(b)
4 of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R.
5 § 240.10b-5.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, the Commission requests that the Court:

8 **I.**

9 Issue findings of fact and conclusions of law that the defendants committed
10 the alleged violations.

11 **II.**

12 Issue orders, in a form consistent with Fed. R. Civ. P. 65(d), temporarily,
13 preliminarily and permanently enjoining each defendant and their officers, agents,
14 servants, employees and attorneys, and those persons in active concert or
15 participation with any of them, who receive actual notice of the order by personal
16 service or otherwise, and each of them, from violating Sections 5(a), 5(c), and
17 17(a) of the Securities Act, and Section 10(b) of the Exchange Act and Rule 10b-5
18 thereunder.

19 **III.**

20 Issue in a form consistent with Fed. R. Civ. P. 65, a temporary restraining
21 order and a preliminary injunction freezing the assets of each of the defendants
22 and prohibiting each of the defendants from destroying documents; appointing a
23 receiver over defendants NIT, Giant Golf, Play Big, Starquest, Whitehawk,
24 Leafhead, NetTel, Yrmac and Millennium, as well as all other entities directly or
25 indirectly controlled by Nathanson, and ordering accountings.

26 **IV.**

27 Order each defendant to disgorge all ill-gotten gains from their illegal
28 conduct, together with prejudgment interest thereon.

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V.

Order each defendant to pay civil penalties under Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d)(3) of the Exchange Act, 15 U.S.C. § 78u(d)(3).

VI.

Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

VII.

Grant such other and further relief as this Court may determine to be just and necessary.

DATED: March 25, 2004

Marc J. Blau
Attorney for Plaintiff
Securities and Exchange Commission