

ROBB EVANS & ASSOCIATES, LLC

Receiver of

Forex Liquidity LLC

11450 Sheldon Street

Sun Valley, California 91352-1121

Telephone No.: (818) 768-8100

Facsimile No.: (818) 768-8802

U.S. Commodity Futures Trading Commission v. Forex Liquidity LLC
CASE No. SACV-07-01437 CJC (RNBx)

Revised Order Granting Motion for Orders:

- (1) Approving the Receiver's Final Account and Report;**
- (2) Discharging the Receiver; and**
- (3) Dissolving Receivership Orders**

Filed February 6, 2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

FOREX LIQUIDITY LLC,

Defendant.

CASE NO. SACV07-1437 CJC (RNBx)

[Honorable District Court Judge
Cormac J. Carney]

REVISED ORDER GRANTING
MOTION FOR ORDERS (1)
APPROVING THE RECEIVER'S
FINAL ACCOUNT AND REPORT, (2)
DISCHARGING THE RECEIVER,
AND (3) DISSOLVING
RECEIVERSHIP ORDERS

Date: February 6, 2012
Time: 3:00 p.m.
Place: Courtroom 9B

FRANZEL ROBINS BLOOM & CSATO, L.C.
6500 WILSHIRE BOULEVARD, 17TH FLOOR
LOS ANGELES, CALIFORNIA 90048-4920
(323) 852-1000

1 On February 6, 2012, the supplemental motion (the "Supplemental Motion")
2 by Robb Evans & Associates LLC (the "Receiver"), as receiver for defendant Forex
3 Liquidity LLC ("FXLQ"), for orders (1) approving the Receiver's final account and
4 report, (2) discharging the Receiver, and (3) dissolving the receivership orders
5 previously issued by the Court, came on regularly for hearing. Brick Kane appeared
6 as the Receiver's representative. The Receiver also appeared by and through its
7 attorneys of record, Frandzel Robins Bloom & Csato, L.C., by Thomas S. Arthur.
8 Robert Gray ("Gray") appeared by and through his attorneys of record, Julander,
9 Brown, Bollard & Chapman, by Dirk Julander. Plaintiff U. S. Commodity Futures
10 Trading Commission appeared by and through its attorney of record, Peter M. Haas.
11 Other appearances, if any, were duly noted on the record.

12 The Receiver's initial motion (the "Initial Motion") and the Supplemental
13 Motion, as well as the supporting declarations and exhibits thereto, were considered
14 by the Court, as well as any responding document filed by the parties hereto and
15 other interested parties. Following the oral argument presented at the hearing, and
16 for good cause shown,

17 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

18 1. The Receiver has complied with the orders of the Court appointing the
19 Receiver (the "Receivership Orders") and has satisfactorily completed all of its
20 duties except such matters as will be concluded after the hearing on the motion;

21 2. The Receiver's final report (the "Final Report") and the Receiver's
22 actions described therein are approved;

23 3. The final fees and expenses of the Receiver, its agents and counsel are
24 approved;

25 4. The Receiver is authorized to pay any unpaid fees and expenses owed
26 to the Receiver, its agents and its counsel through the hearing on this motion and to
27 pay any fees and expenses of the Receiver, its agents and its counsel and other
28 professionals incurred after the hearing on this motion, and any nominal sums

FRANZEL ROBINS BLOOM & CSATO, L.C.
6500 WILSHIRE BOULEVARD, 17TH FLOOR
LOS ANGELES, CALIFORNIA 90048-4920
(323) 852-1000

1 remaining thereafter to defendant Forex Liquidity LLC ("Forex Liquidity") without
2 further involvement of this Court;

3 5. After the Receiver pays all fees and other expenses, the Receiver is
4 authorized to make a *pro rata* distribution to the creditors of the receivership estate
5 in the amounts shown in Tab 24 of the Final Report;

6 6. The Court's November 19, 2010 judgment (the "Gray Judgment")
7 entered in this action against Robert Gray in favor of the Receiver on behalf of the
8 receivership estate in the sum of \$2,319,487.01 is assigned to Forex Liquidity for
9 the benefit of its creditors. Any funds obtained by Forex Liquidity in satisfaction of
10 the Gray Judgment, in whole or in part, shall be distributed to the creditors of Forex
11 Liquidity on the same *pro rata* basis set forth in Tab 24 of the Final Report, and will
12 be credited towards Forex Liquidity's obligations to those creditors on a dollar-for-
13 dollar basis;

14 7. The 2010 tax returns for Forex Liquidity that were prepared by the
15 Certified Public Accountants retained by the Receiver shall be delivered to Forex
16 Liquidity. Forex Liquidity shall be responsible for filing the 2010 tax returns with
17 the appropriate authorities. The Receiver is discharged from any and all duties
18 concerning the 2010 tax returns for Forex Liquidity, and the Receiver and its
19 accountants, attorneys, employees and agents (including the Receiver's consultants,
20 managers, professionals and all others retained by the receivership estate), and each
21 of them, are fully exonerated from all liability to any party, including all
22 governmental agencies, regarding said tax returns and/or the filing thereof.

23 8. The Receiver and its professionals are authorized, at the expense of the
24 receivership estate, to transfer any and all non-privileged business records relating to
25 Forex Liquidity in its possession, custody or control to Forex Liquidity within sixty
26 (60) days of entry of this order. The Receiver will provide a log of all business
27 records withheld on the ground of privilege within sixty (60) days of the entry of
28 this order;

FRANZEL ROBINS BLOOM & CSATO, L.C.
6500 WILSHIRE BOULEVARD, 17TH FLOOR
LOS ANGELES, CALIFORNIA 90048-4920
(323) 852-1000

1 9. The receivership is terminated and the acts of the Receiver described in
2 all of the Receiver's reports filed in this action, including the Final Report, are
3 approved. The Receiver is discharged from the Receiver's official duties and
4 divested of the receivership property, and the Receiver and its accountants,
5 attorneys, employees and agents (including the Receiver's consultants, managers,
6 professionals and all others retained by the receivership estate), and each of them,
7 are fully exonerated from all liability for any act or omission authorized by the
8 Court as provided by law with respect to Gray, the parties herein and all third party
9 claimants. All persons and entities who seek to commence or prosecute an action or
10 proceeding against the receivership estate, the Receiver and/or the Receiver's agents,
11 including the Receiver's accountants, attorneys and employees, are ordered to bring
12 and prosecute said action in this Court;

13 10. The Receiver shall not be liable in any manner for any outstanding
14 obligations and debts of the receivership estate, known or unknown, and the
15 Receiver shall not be liable to any person or entity, including taxing authorities;

16 11. All agreements entered into by the Receiver on behalf of the
17 receivership estate are confirmed, and those agreements that have not been formally
18 terminated are terminated;

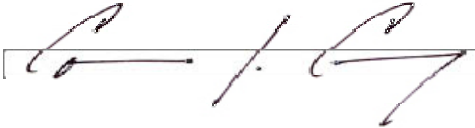
19 12. The Court reserves exclusive jurisdiction over any claim or claims,
20 including, but not limited to, actions arising out of or related to any contract, that
21 may be asserted against the Receiver and its accountants, attorneys, employees and
22 agents (including the Receiver's consultants, brokers, managers, professionals and
23 all others retained by the receivership estate) for their respective services herein and
24 all issues that were a part of the subject matter of the receivership and this Order, or
25 that have arisen or may arise therefrom. The Court reserves exclusive jurisdiction,
26 and the Receiver shall retain the right to seek instructions from the Court, with
27 regard to any subpoena, document request or other service of process received by
28 the Receiver at any time that seeks documents or information related to the actions

1 of the Receiver undertaken in this action;

2 13. No individual or entity may take any action against the Receiver, or its
3 agents or attorneys, including, but not limited to, the commencement of an action
4 arising out of or related to any contract, without first obtaining the permission of this
5 Court;

6 14. The Receiver and its agents are fully exonerated from all claims or
7 liabilities relating to acts taken during the receivership as authorized by the Court;
8 and

9 15. Notice of the Receiver's Initial Motion and the supplemental motion
10 was properly given.



12 Dated: February 6, 2012

13 CORMAC J. CARNEY,
14 UNITED STATES DISTRICT JUDGE

17 RESPECTFULLY SUBMITTED BY:

19 Dated: January 23, 2012 FRANDZEL ROBINS BLOOM & CSATO, L.C.

22 By: /s/ Thomas S. Arthur
23 THOMAS S. ARTHUR
24 Attorneys for ROBB EVANS &
25 ASSOCIATES LLC

FRANDZEL ROBINS BLOOM & CSATO, L.C.
6500 WILSHIRE BOULEVARD, 17TH FLOOR
LOS ANGELES, CALIFORNIA 90048-4920
(323) 852-1000