

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

Case No. 18-23992-CIV-MARTINEZ/AOR

	)	
COMMODITY FUTURES TRADING	)	
COMMISSION,	)	
	)	
Plaintiff,	)	<b>ORDER GRANTING PLAINTIFF'S</b>
	)	<b>EMERGENCY MOTION FOR</b>
vs.	)	<b>STATUTORY RESTRAINING</b>
	)	<b>ORDER, APPOINTMENT OF</b>
TIMOTHY JOSEPH ATKINSON, JAY	)	<b>RECEIVER, AN ACCOUNTING, AND</b>
PASSERINO, ALL IN PUBLISHING, LLC,	)	<b>OTHER EQUITABLE RELIEF</b>
& GASHER, INC.,	)	
	)	
Defendants.	)	
	)	

Plaintiff, the Commodity Futures Trading Commission (“Commission”), has filed a Complaint for Permanent Injunction and Other Relief and moved, pursuant to Section 6c(a) of the Commodity Exchange Act (the “Act”), 7 U.S.C. § 13a-1(a) (2012), and in accordance with Federal Rule of Civil Procedure (“Fed. R. Civ. P.”) 65, for a statutory restraining order, on notice, freezing assets, allowing inspection of records, and appointing a Temporary Receiver. The Court has considered the pleadings, declarations, exhibits, and memorandum filed in support of the Commission’s motion, and that Defendants, through counsel, have received telephonic notice of the Commission’s motion for a statutory restraining order, and finds that:

1. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (2012) (federal question jurisdiction) and 28 U.S.C. § 1335 (district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). Section 6c of the Act authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such person has

engaged, is engaging, or is about to engage in any act or practice that violates any provision of the Act or any rule, regulation, or order promulgated thereunder.

2. Venue lies properly within this District pursuant to Section 6c(e) of the Act, 7 U.S.C. §13a-1(e) (2012).
3. The Commission has made a proper prima facie showing that since October 2013 through at least November 2016, Defendants Timothy Joseph Atkinson (“Atkinson”), Jay Passerino (“Passerino”), All In Publishing, LLC (“AIP”) and Gasher, Inc. (“Gasher”), by and through their agents, principals and control persons (hereinafter collectively referred to as “Defendants”), acting as affiliate marketers and as commodity trading advisors (“CTAs”), have operated a massive scam in which they fraudulently solicited tens of millions of prospective customers to open and fund illegal, off-exchange binary options trading accounts (“binary options accounts”) through websites operated by unregistered binary options brokers (“Broker(s)"). Defendants disseminated—and recruited other affiliate marketers to disseminate on their behalf—fraudulent marketing campaigns which advised unsuspecting prospective customers to open and fund binary options accounts with Brokers to get free access to the advertised trading software that purported to generate astronomical profits with no risk of loss (“Trading Systems”). Defendants’ marketing materials included numerous false and misleading statements about the advertised Trading Systems, including: (i) fictitious trading performance and account statements showing consistent profits with no losses; (ii) actors depicted as true users and/or creators of the binary options trading software falsely claiming they had earned significant profits through use of the software; and/or (iii) false representations of actual live binary options trading and results using the advertised software. During the Relevant

Period, Defendants made gross revenues of more than \$27 million in commissions and/or prizes related to their fraudulent solicitations.

4. Therefore, there is good cause to believe that Defendants engaged in, are engaging in or are about to engage in fraud in violation of:
  - a. Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2012), and Regulation 32.4, 17 C.F.R. § 32.4 (2018), which prohibit fraud in connection with commodity options transactions;
  - b. Section 4o(1) of the Act, 7 U.S.C. § 6o(1) (2012), which prohibits fraud by, among others, a CTA;
  - c. Section 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2012), and Regulation 180.1(a)(1)-(3), 17 C.F.R. § 180.1(a)(1)-(3), (2018), which prohibit deceptive devices, schemes and/or artifices in connection with, among other things, swap transactions and prohibit false statements;
  - d. Regulation 4.41(a), 17 C.F.R. § 4.41(a) (2018), which prohibits fraud in advertising by, among others, a CTA or any principal thereof, and also mandates that certain disclosures appear prominently with any testimonials; and
  - e. Regulation 4.41(b), 17 C.F.R. § 4.41(b) (2018), which mandates that certain disclosures appear prominently and in immediate proximity to any advertised hypothetical or simulated trading results or performance.
5. There also is good cause to believe that immediate and irreparable damage to the Court's ability to grant effective final relief for customers in the form of monetary or other redress will occur from the withdrawal, transfer, removal, dissipation or other disposition of funds, assets or other property, and/or the destruction, alteration or disposition of

books and records and other documents (“records”) by Defendants, unless Defendants are immediately restrained and enjoined by Order of the Court.

6. Therefore, there is good cause for the Court to freeze funds, assets or other property owned, controlled, managed, or held Defendants.
7. There also is good cause for the Court to prohibit Defendants from altering or destroying records and/or denying agents of the Commission access to inspect records, when and as requested, to ensure that Commission representatives have immediate and complete access to those records.
8. There also is good cause for the appointment of a Temporary Receiver to take control of all funds, assets or other property owned, controlled, managed or held by Defendants, or in which they have any beneficial interest (“Defendants’ Assets”) so that the Temporary Receiver may preserve assets, investigate and determine customer claims, determine unlawful proceeds retained by Defendants and amounts due to customers as a result of Defendants alleged violations, and distribute remaining funds under the Court’s supervision.
9. There also is good cause to require an accounting by Defendants to the Temporary Receiver to determine the location and disposition of customer funds.
10. There also is good cause to order repatriation of funds, assets or other property controlled by Defendants so that such assets can be controlled by the Temporary Receiver and to assure payment of restitution and disgorgement as authorized by the Court.
11. In summary, this is a proper case for granting a restraining order freezing assets, allowing inspection of records and appointing a temporary receiver because the Commission is likely to succeed on the merits. Moreover, there is a reasonable likelihood that

Defendants may transfer or dissipate assets or destroy or alter records. Therefore, the Court orders as follows:

### **DEFINITIONS**

For the purposes of this Order, the following definitions apply:

12. The term “funds, assets, or other property” encompass any legal or equitable interest in, right to, or claim to, any real or personal property, whether individually or jointly, directly or indirectly controlled, and wherever located, including but not limited to: chattels, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds mail or other deliveries, inventory, checks, notes, accounts (including, but not limited to, bank accounts and accounts at other financial institutions), credits, receivables, lines of credit, contracts (including spot, futures, options, or swaps contracts), insurance policies, and all cash, wherever located, whether in the United States or outside the United States.
13. The term “document” and “electronically stored information” are synonymous in meaning and equal in scope to the usage of the term in Fed. R. Civ. P. 34(a), and includes, but is not limited to, all writings, graphs, charts, photographs, sound recordings, images, and other data or other data compilations—stored in any medium from which information can be obtained or translated, if necessary, into reasonable usable form. The terms “document” and “electronically stored information” also refer to each and every such item in Defendants’ actual or constructive possession, including but not limited to: (i) all such items within the custody or control of any agents, employers, employees, or partners of the Defendants; and (ii) all items which Defendants have a legal or equitable right to obtain from another person. A draft or non-identical copy is a separate item

within the meaning of the term. A document also includes the file and folder tabs associated with each original and copy.

14. "Defendants" refers to Atkinson, Passerino, AIP, and Gasher.

**RELIEF GRANTED**

**IT IS HEREBY ORDERED that:**

**I. Asset Freeze Order Prohibiting the Transfer, Removal, Dissipation and Disposal of Assets**

15. Defendants are immediately restrained and enjoined, except as otherwise ordered by this Court, from directly or indirectly withdrawing, transferring, removing, dissipating, or otherwise disposing of any funds, assets, or other property, wherever located, including Defendants' assets or other property held outside the United States, except as provided otherwise in Sections IV, V and VI of this Order, or as otherwise ordered by the Court.
16. Notwithstanding the provisions of this Section I, at the request of the Temporary Receiver, Defendants and any other person who has possession, custody, or control of any of Defendants' funds, assets or other property shall transfer possession of all assets subject to this Order to the Temporary Receiver in accordance with Section VII of this Order.
17. The funds, assets or other property affected by this Order shall include existing funds, assets or other property, and funds, assets or other property acquired after the effective date of this Order.

**II. Maintenance of and Access to All Records Which Relate to the Business Activities and Business and Personal Finances**

18. Defendants are restrained from directly or indirectly destroying, mutilating, erasing, altering, concealing or disposing of, in any manner any documents that refer or relate in

any manner to any transaction or matter described in the Complaint in this case, including the business practices or business or personal finances of any Defendant.

19. Representatives of the Commission shall be immediately allowed to inspect the records that relate or refer to the business and personal finances of the Defendants, including, but not limited to, both hard-copy and electronically stored information, wherever they may be situated and whether they are in the possession of the Defendants or others. To ensure preservation and facilitate meaningful inspection and review of records, Defendants shall allow representatives of the Commission to make copies of said documents and electronically stored information, and if on-site copying of documents and electronically stored information is not practicable, representatives may make such copies off site. After any such off-site copying, Plaintiff shall promptly return the original documents and devices upon which electronic information is stored.
20. To further facilitate meaningful inspection and review, Defendants shall, absent a valid assertion of their rights against self-incrimination under the Fifth Amendment, promptly provide Commission staff with:
  - a. the location of all records relating or referring to the business activities and business and personal finances of the Defendants; and
  - b. all identification numbers and other identifying information for websites, cloud storage services, email and smartphone accounts, and all accounts at any bank, financial institution or brokerage firm (including any introducing broker or futures commission merchant) owned, controlled or operated by Defendants, or to which the Defendants have access; and

c. all passwords to, and the location, make and model of, all computers and/or mobile electronic devices owned and/or used by Defendants in connection with their business activities and business and personal finances.

21. When inspecting records that are subject to this Order, including those contained on computer(s) and/or other electronic device(s), the Commission should undertake reasonable measures to prevent review of the Defendants' privileged communications and/or other nonbusiness, nonfinancial materials by the Commission's attorneys and other staff who are part of the litigation team in this matter. Moreover, Defendants (or their counsel) shall promptly contact Plaintiff's counsel to assert any claims of privilege (or other legal objections) relating to the contents of any records that are subject to this Order and promptly cooperate with Plaintiff's counsel to develop reasonable protocols to isolate and prevent disclosure of claimed privileged and/or other nonbusiness, nonfinancial materials to the Commission's attorneys and other staff who are part of the litigation team in this matter. However, nothing herein shall excuse Defendants from full and immediate compliance with this Court's Order permitting Plaintiff to inspect the books and records which relate to Defendant's business activities and their business and personal finances.

**III. Notice to Financial Institutions and Others that Hold or Control Assets or Records**

22. To ensure the effectiveness of the asset freeze and pending further Order of this Court, any financial or brokerage institution, business entity, or person that receives actual notice of this Order and holds, controls, or maintains custody of any account or asset or other property of Defendants' shall not, in active concert or participation with Defendants, permit Defendants or other persons to withdraw, transfer, remove, dissipate,

or otherwise dispose of any of Defendants' assets, except as directed by further order of the Court; and

23. Any financial or brokerage institution, business entity, or person that receives notice of this Order by personal service or otherwise shall not, in active concert or participation with any Defendants, directly or indirectly destroy, alter, or dispose of, in any manner, any records relating to the business activities and business and personal finances of any Defendant.
24. Furthermore, any such financial or brokerage institution, business entity, or person that receives actual notice of this Order and holds, controls, or maintains custody of any account or asset titled in the name of, held for the benefit of, or otherwise under the control of any Defendant, or has held, controlled, or maintained custody of any such account or asset of any Defendant at any time since October 2013 shall not, in active concert or participation with Defendants deny a request by the Commission to inspect all records pertaining to every account or asset owned, controlled, managed, or held by, on behalf of, or for the benefit of Defendant(s), including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs. As an alternative to allowing inspection of records, a financial or brokerage institution, business entity or other person may provide copies of records requested by the Commission.
25. Furthermore, any such financial or brokerage institution, business entity, or person that receives actual notice of this Order shall:

- a. Within ten (10) business days of a request by the Temporary Receiver, or such longer period specified by the Temporary Receiver, provide the Temporary Receiver with copies of all records pertaining to any account or asset owned, controlled, managed, or held by, on behalf of, or for the benefit of Defendants, either individually or jointly,, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs; and
- b. Cooperate with all reasonable requests of the Temporary Receiver relating to implementation of this Order, including transferring Defendants' funds at the Temporary Receiver's direction, and producing records related to business activities or business or personal finances of Defendants' to the Temporary Receiver.

#### **IV. Order Appointing Temporary Receiver**

26. Melanie E. Damian, Esq. is appointed Temporary Receiver, with the full powers of an equity receiver, for Defendants, and their affiliates and subsidiaries owned or controlled by Defendants (hereinafter referred to as the "Receivership Defendants"), and of all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants (hereinafter, the "Receivership Estate"). The Temporary Receiver shall be the agent of this Court in acting as Temporary Receiver under this Order.
27. The Temporary Receiver is directed and authorized to accomplish the following:
  - A. Assume full control of the Receivership Defendants by removing Defendants and any officer, independent contractor, employee, or agent of the

Receivership Defendants, from control and management of the affairs of the Receivership Defendants as the Temporary Receiver deems appropriate;

- B. Take exclusive custody, control, and possession of the Receivership Estate, which includes but is not limited to complete authority to sue for, collect, receive and take possession of all goods, chattels, rights, credits, moneys, effects, land, leases, books, records, work papers, and records of accounts, including computer-maintained information, contracts, financial records, funds on hand in banks and other financial institutions, and other papers and records of the Receivership Defendants and customers or clients of any of Receivership Defendants' business activities whose interests are now held by or under the direction, possession, custody or control of the Receivership Defendants;
- C. Take all steps necessary to secure the business and other premises under the control of the Receivership Defendants, including but not limited to residential and business premises located in Miami and Miami Beach, Florida;
- D. Perform all acts necessary, including the suspension of operations, to conserve, hold, manage, and preserve the value of the Receivership Estate in order to prevent an irreparable loss, damage, or injury to any customers or clients of any of Receivership Defendants' business activities;
- E. Prevent the withdrawal or misapplication of funds entrusted to the Receivership Defendants, and otherwise protect the interests of any customers or clients of any of Receivership Defendants' business activities;

- F. Manage and administer the Receivership Defendants and the Receivership Estate by performing all acts incidental thereto that the Temporary Receiver deems appropriate, including hiring or dismissing any and all personnel, suspending operations, and/or entering into agreements, including but not limited to: (1) the retention and employment of investigators, attorneys or accountants, appraisers, and other independent contractors and technical specialists of the Temporary Receiver's choice, including without limitation members and employees of the Temporary Receiver firm, to assist, advise, and represent the Temporary Receiver; and (2) the movement and storage of any equipment, furniture, records, files or other physical property of the Receivership Defendants;
- G. Collect all money owed to the Receivership Defendants;
- H. Initiate, defend, compromise, adjust, intervene in, dispose of, or become a party to any actions or proceedings in state, federal or foreign court that the Temporary Receiver deems necessary and advisable to preserve or increase the value of the Receivership Estate or that the Temporary Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate under this Order;
- I. Issue subpoenas to obtain documents and records pertaining to the Receivership and conduct discovery in this action on behalf of the Receivership Estate;

- J. Open one or more bank accounts and deposit all funds of the Receivership Estate in such designated accounts and make all payments and disbursements from the Receivership Estate from such accounts;
- K. Make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, provided that the Temporary Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Defendants prior to the date of entry of this Order, except for payments that the Temporary Receiver deems necessary or advisable to secure the Receivership Estate from immediate and irreparable loss; and
- L. Maintain written accounts itemizing receipts and expenditures, describing properties held or managed, and naming the depositories holding funds or other assets of the Receivership Estate; make such written accounts and supporting documentation available to the Commission for inspection; and, within sixty (60) days of being appointed and periodically thereafter, as directed by the Court, file with the Court and serve on the parties a report summarizing efforts to marshal and collect assets, administer the Receivership Estate, and otherwise perform the duties mandated by this Order.

**V. Accounting and Transfer of Funds and Records to the Receiver**

- 28. Absent a valid assertion by Defendants of their rights against self-incrimination under the Fifth Amendment, each Defendant shall, within five (5) business days following the service of this Order:

- a. Provide the Temporary Receiver with a full detailed accounting of all funds, records, and assets, including the assets inside and outside of the United States that are held by each and every Defendant, for their benefit, or under their direct or indirect control, whether jointly or singly.
  - b. Transfer to the territory of the United States and deliver to possession, custody, and control of the Temporary Receiver, all records, funds, and assets (other than real property) located outside of the United States that are held by each and every Defendant, for their benefit, or under their direct or indirect control, whether jointly or singly.
  - c. Provide the Temporary Receiver access to all records of accounts or assets of the Defendants held by financial or brokerage institutions located within or outside the territorial United States by signing any necessary consent forms.
29. Absent a valid assertion by Defendants of their rights against self-incrimination under the Fifth Amendment, Defendants shall, within 24 hours of the issuance of this Order, cause to be prepared and delivered to the Temporary Receiver, a detailed and complete schedule of all passwords and identification (ID) numbers for all websites, cloud storage services, email and smartphone accounts, and all accounts at any bank, financial institution or brokerage firm (including any introducing broker or futures commission merchant) controlled or operated by or to which any of the Defendants has access in connection with their business activities and business and personal finances.
30. Absent a valid assertion by Defendants of their rights against self-incrimination under the Fifth Amendment, Defendants shall, within 24 hours of the issuance of this Order, cause to be prepared and delivered to the Temporary Receiver, a detailed and complete

schedule of all passwords to, and the location, make and model of, all computers and mobile electronic devices owned and/or used by Defendants in connection with their business activities and business and personal finances. The schedules required by this section shall include at a minimum the make, model and description of each, along with the location, the name of the person primarily assigned to use the computer and/or mobile device, and all passwords necessary to access and use the software contained on the computer and/or mobile device.

**VI. Turning Over Property to the Temporary Receiver**

31. Upon service of this Order, and absent a valid assertion by Defendants of their rights against self-incrimination under the Fifth Amendment, Defendants and any other person or entity served with a copy of this Order, shall immediately or within such time as permitted by the Temporary Receiver in writing, deliver over to the Temporary Receiver:

- A. Possession and custody of all funds, assets, property, and all other assets, owned beneficially or otherwise, wherever situated, of the Receivership Defendants;
- B. Possession and custody of records of the Receivership Defendants in connection with their business activities and business and personal finances, including but not limited to, all books and records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other records of the Receivership Defendants;
- C. Possession and custody of all funds and other assets belonging to members of the public now held by the Receivership Defendants;

- D. All keys, computer passwords, entry codes, and combinations to locks necessary to gain or to secure access to any of the assets or records of the Receivership Defendants, including, but not limited to, access to the Receivership Defendants' business premises, means of communication, accounts, computer systems, mobile electronic devices or other property; and
- E. Information identifying the accounts, employees, properties or other assets or obligations of the Receivership Defendants.

**VII. Directive to Cooperate with Temporary Receiver**

- 32. Absent a valid assertion by Defendants of their rights against self-incrimination under the Fifth Amendment, Defendants, and all other persons or entities served with a copy of this order, shall cooperate fully with and assist the Temporary Receiver. This cooperation and assistance shall include, but not be limited to, providing any information to the Temporary Receiver that the Temporary Receiver deems necessary to exercising the authority as provided in this Order; providing any password required to access any computer or electronic files in any medium; and discharging the responsibilities of the Temporary Receiver under this Order, and advising all persons who owe money to the Receivership Defendants that all debts should be paid directly to the Temporary Receiver.

**VIII. Stay on Actions Against the Receivership Defendants**

- 33. Except by leave of the Court, during the pendency of the receivership ordered herein, the Defendants and all other persons and entities be and hereby are stayed from taking any action (other than the present action by the Commission) to establish or enforce any claim, right or interest for, against, on behalf of, in, or in the name of, the Receivership Defendants, the Temporary Receiver, receivership assets, or the Temporary Receiver's

duly authorized agents acting in their capacities as such, including but not limited to, the following actions:

- A. Petitioning, or assisting in the filing of a petition that would cause the Receivership Defendants to be placed in bankruptcy.
- B. Commencing, prosecuting, litigating or enforcing any suit or proceeding against any of the Receivership Defendants, or any of their subsidiaries or affiliates, except that such actions may be filed to toll any applicable statute of limitations
- C. Commencing, prosecuting, continuing or entering any suit or proceeding in the name or on behalf of any of the Receivership Defendants, or any of their subsidiaries or affiliates;
- D. Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, property of the Receivership Defendants, or any of their subsidiaries or affiliates, or any property claimed by any of them, or attempting to foreclose, forfeit, alter or terminate any of the Receivership Defendants' interests in property, including without limitation, the establishment, granting, or perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;
- E. Using self-help or executing or issuing, or causing the execution or issuance of, any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or

in the possession of the Receivership Defendants, or any of their subsidiaries or affiliates, or the Temporary Receiver, or any agent of the Temporary Receiver; and

- F. Doing any act or thing whatsoever to interfere with the Temporary Receiver taking control, possession or management of the property subject to the receivership, or to in any way interfere with the Temporary Receiver or to harass or interfere with the duties of the Temporary Receiver; or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of the Receivership Defendants, or their subsidiaries or affiliates.

Provided, however, that nothing in this section shall prohibit any federal or state law enforcement or regulatory authority from commencing or prosecuting an action against the Receivership Defendants.

**IX. Compensation for Temporary Receiver and Personnel Hired by the Temporary Receiver**

- 34. The Temporary Receiver and all personnel hired by the Temporary Receiver as herein authorized, including counsel to the Receiver, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them for those services authorized by this Order that when rendered were (1) reasonably likely to benefit the receivership estate or (2) necessary to the administration of the estate. However, the Receiver and any personnel hired by the Receiver shall not be compensated or reimbursed by, or otherwise be entitled to, any funds from the Court or the CFTC. The Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than ninety (90) days after the date of this Order and

subsequent requests filed quarterly thereafter. The requests for compensation shall itemize the time and nature of services rendered by the Receiver and all personnel hired by the Receiver.

**X. Persons Bound By this Order**

35. This Order is binding on any person who receives actual notice of this Order by personal service or otherwise and is acting in the capacity of an officer, agent, servant, employee, or attorney of the Defendants, or is in active concert or participation with the Defendants.

**XI. Bond Not Required of Plaintiff or the Temporary Receiver**

36. As Plaintiff Commission has made a proper showing under Section 6c(b) of the Act, 7 U.S.C. 13a-1(b) (2012), it is not required to post any bond in connection with this Order. The Temporary Receiver similarly is not required to post bond.

**XII. Service of Order and Assistance of U.S. Marshals Service and/or Other Law Enforcement Personnel**

37. Copies of this Order may be served by any means, including via email or facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any records or assets of any Defendant, or that may be otherwise subject to any provision of this Order.
38. Staff of the Division of Enforcement and representatives of the United States Marshal Service are specially appointed by the Court to effect service.
39. The United States Marshal's Service, the Federal Bureau of Investigation and local law enforcement are authorized to: (a) accompany and assist the Commission's representatives in the service and execution of the Summons, Complaint and this Order on Defendants, and (b) help maintain lawful order while Commission representatives inspect records as provided in this Order.

### **XIII. Service on the Commission**

40. The Defendants shall comply with all electronic filing rules and requirements of the U.S. District Court of the Southern District of Florida and shall serve all pleadings, correspondence, notices required by this Order, and other materials on the Commission by delivering a copy to Allison V. Passman, Senior Trial Attorney, Division of Enforcement, Commodity Futures Trading Commission, 525 West Monroe Street, Suite 1100, Chicago, Illinois 60661, [apassman@cftc.gov](mailto:apassman@cftc.gov), by electronic filing, e-mail, personal delivery or courier service (such as Federal Express or United Parcel Service) and not by regular mail due to potential delay resulting from heightened security and decontamination procedures applicable to the Commission's regular mail.

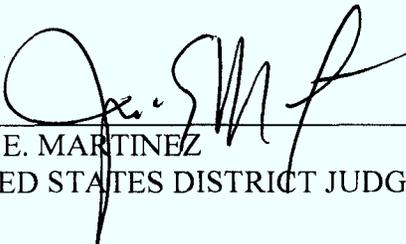
### **XIV. Further Proceedings**

41. Plaintiff's motion for a Preliminary Injunction is set for hearing on the **12<sup>th</sup> day of October, 2018, at 10:00 a.m., before the Honorable Alicia M. Otazo-Reyes, United States Magistrate Judge, at the United States Courthouse for the Southern District of Florida, 301 North Miami Avenue, Tenth Floor, Miami, Florida 33128.** Should any party wish to file a memorandum of law or other papers concerning the issuance of a preliminary injunction against the Defendants, such materials shall be filed, served and received by all parties at least two (2) days before the hearing ordered above.

### **XV. Force and Effect**

42. This Order shall remain in full force and effect for a period of 14 days after entry of the Order unless extended further by order of this court pursuant to Fed. R. Civ. P. 65(b)(2), and this Court retains jurisdiction of this matter for all purposes.

IT SO ORDERED, at Miami, Florida, on this 5 day of October, 2018 at 2:00 p.m.

  
\_\_\_\_\_  
JOSE E. MARTINEZ  
UNITED STATES DISTRICT JUDGE

Copies furnished via CM/ECF to:

Counsel of Record

Copies served by Plaintiff's counsel upon:

Timothy Joseph Atkinson  
93 North Shore Drive  
Miami Beach, Florida 33141

All in Publishing, LLC  
c/o Timothy Atkinson, as representative of All in Publishing, LLC  
93 North Shore Drive  
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Gasher, Inc.  
c/o Jay Passerino, as representative of Gasher, Inc.  
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