

FILED  
FEB 02 1995  
4th JUDICIAL DISTRICT

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IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, ex rel THEODORE R. KULONGOSKI, Attorney General for the State of Oregon and KERRY BARNETT, Director of DEPARTMENT OF CONSUMER AND BUSINESS SERVICES

No. 9407-04872

Plaintiffs,

v.

CLEVELAND J. BRIGHAM and MICHELLE BRIGHAM, aka MICHELE BRIGHAM, MORTGAGE LENDERS UNLIMITED, INC., an inactive Oregon corporation, MORTGAGE SERVICES OF AMERICA INC., an Oregon corporation and CBJ ENTERPRISES, INC., an inactive Oregon corporation,

STIPULATED FINAL DECREE/PERMANENT INJUNCTION

This matter, having come on to be heard on the motion and stipulation of the parties, and based on said motion and stipulation and the court being fully advised, the court enters its final decree as follows:

(1. Defendant Cleveland J. Brigham, both individually and in any business or corporate capacity, whether as owner, manager, agent or employee, is permanently enjoined and restrained from soliciting, doing business or operating as or conducting any business as a mortgage loan broker or loan broker within the State of Oregon.

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Page 1 - STIPULATED FINAL DECREE/PERMANENT INJUNCTION/jlg/SRB1278.PLE

ENTERED  
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REGISTER BY EPA

1 (2. Defendant Michelle Brigham, aka Michele Brigham may  
2 seek and obtain employment with another licensed mortgage loan  
3 broker, subject to approval by plaintiffs.

4 (3. In regard to any employment authorized by paragraph 2  
5 of this decree, defendant Michelle Brigham, aka Michele Brigham  
6 is permanently enjoined and restrained from having any authority  
7 whatever over client trust accounts or client trust funds of any  
8 description, from being a signatory on a checking account for  
9 client trust funds, and from accepting employment in which she  
10 has any responsibility for client trust funds except to receive a  
11 check from a borrower or investor made out to the licensee for  
12 whom she is employed.

13 (4. In any employment authorized by paragraph 2 of this  
14 decree, defendant Michelle Brigham, aka Michele Brigham is  
15 permanently enjoined and restrained from having any  
16 responsibility whatever with respect to "hard money loans," which  
17 the court defines as loans financed by an individual, an agency  
18 or institution which do not qualify as conventional financing.

19 DATED this \_\_\_\_\_ day of FEB 01 1995, ~~1994~~.

20 *Donald W. Louder*  
Circuit Judge *AWC*

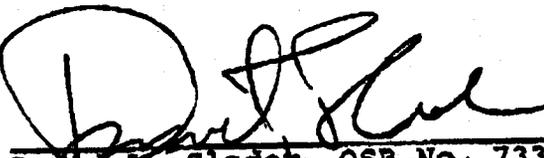
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23 IT IS SO STIPULATED:

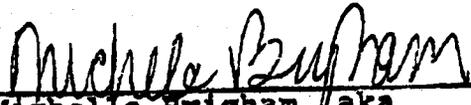
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25 ~~Stephen R. Blixseth~~, OSB No. 7102937, Multnomah County  
Assistant Attorney General  
26 Date: 2/2/95

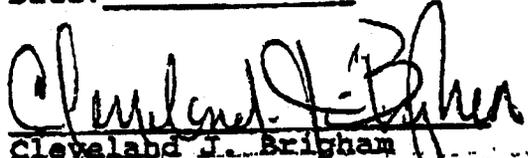
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INJUNCTION/jlg/SRB1278.PLE

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#21037 For  
David C. Talmann, OSB No. 81392  
Chief of Enforcement  
Date: 2/2/95

  
David L. Slader, OSB No. 73333  
Attorney for Cleveland J. Brigham  
Date: 1/4/95

  
Michelle Brigham, aka  
Michele Brigham for  
herself and on behalf of  
Mortgage Lenders  
Unlimited, Inc., Mortgage  
Services of America, Inc.  
and CBJ Enterprises  
Date: \_\_\_\_\_

  
Cleveland J. Brigham  
for himself and on behalf  
of Mortgage Lenders  
Unlimited, Inc., Mortgage  
Services of America, Inc.  
and CBJ Enterprises  
Date: \_\_\_\_\_

### SETTLEMENT AGREEMENT

1. **THE AGREEMENT:** This is a complete mutual release and full satisfaction by compromise.

2. **THE PARTIES:** This agreement is between the Oregon Department of Consumer and Business Services (the "State") and Cleveland J. Brigham, Michelle Brigham, Mortgage Lenders Unlimited, Inc., Mortgage Services of America Inc., and CBJ Enterprises, Inc. (collectively, "Brigham").

3. **DATE:** This agreement is effective as of the date it is signed by all parties.

4. **SUBJECT:** The subject of this agreement includes all claims asserted in the pending case between the State and Brigham (Multnomah County Circuit Court No. 9407-04872) (the "case").

5. **CONSIDERATION:** The State and Brigham agree to the entry of a permanent injunction in the case. That stipulated injunction is incorporated by reference in this agreement. This is a complete resolution between the parties of all disputes or matters known to the State as of the date of this agreement. There shall be no costs or attorney fees to either party nor any fine, penalty or other burden or liability, now or in the future, on either party in relation to the subject matter of this agreement, beyond the terms of the stipulated injunction.

6. **COUNTERPARTS:** This agreement may be executed in two or more counterparts, each of which shall be an original.

7. **INDEPENDENT INFORMATION:** The parties acknowledge that they have received independent legal advice, have had an opportunity to fully investigate the facts of the subject matter and have not relied on any statements by the other party. Each party assumes the risk of any mistake of law or fact.

STATE OF OREGON  
Department of Consumer and Business Services

By: [Signature]  
Date: 2/17/94

[Signature]  
CLEVELAND J. BRIGHAM  
Date: 12-17-94

[Signature]  
MICHELLE BRIGHAM  
Date: 12-17-94

MORTGAGE LENDERS UNLIMITED, INC.  
By: [Signature]  
Its: DVE Sideris  
Date: 12-17-94

MORTGAGE SERVICES OF AMERICA,  
INC.

By: *William B. Biff*

Its: *President*

Date: *12-17-94*

CBI ENTERPRISES, INC.

By: *William B. Biff*

Its: *President*

Date: *12-17-94*