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CIRCUIT COURT
FOR MULTNOMAH COUNTY

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

STATE OF OREGON, ex rel CORY
STREISINGER, Director of the Department of
Consumer and Business Services, in her official
capacity,

Plaintiff,

v.

MARY MANIN MORRISSEY, an individual;
EDWARD P. MORRISSEY, an individual; THE
LIVING ENRICHMENT CENTER, a non-profit
religious organization, LIVING ENRICHMENT
MINISTRIES, a non-profit religious corporation;
NEW THOUGHT BROADCASTING, Inc.; and
NEW THOUGHT BROADCASTING
FOUNDATION, a dissolved Oregon
corporation,

Defendants

No. **0504-03509**

CONSENT DECREE AND FINAL
JUDGMENT AND ORDER

LIMITED JUDGMENT

(as to Defendants Mary Manin Morrissey and
Edward P. Morrissey, only)

**CONSENT DECREE AND FINAL LIMITED JUDGMENT AND ORDER AWARDING
CIVIL PENALTIES, RESTITUTION, AND INJUNCTIVE RELIEF**

**AS TO DEFENDANTS MARY MANIN MORRISSEY
AND EDWARD P. MORRISSEY, ONLY**

WHEREAS, Plaintiff filed her Complaint herein on April 6, 2005, with regard to
violations of the Oregon Securities laws, beginning at ORS 59.005 *et seq.* Defendants Mary
Manin Morrissey and Edward P. Morrissey were duly served with copies of the Complaint, and
have waived service of summons and enter their appearance in this action. Plaintiff and
Defendants MARY MANIN MORRISSEY AND EDWARD P. MORRISSEY (the Morrisseys),
by and through their attorneys by their signatures appearing below, have consented to the entry
of this Limited Judgment, without trial or adjudication of any issue of fact or law herein, and

1 have agreed that this Order shall not constitute evidence against or an admission by the
2 Morrisseys on any issue of fact or law, and having agreed to be bound by said Order and to
3 comply with the terms and conditions of the Order contained herein, and the prompt compliance
4 with the requirements specified within, and the Morrisseys having represented to Plaintiff that
5 they can comply with these requirements;

6 WHEREAS, Plaintiff filed suit against the Defendants in Multnomah County Circuit
7 Court in the State of Oregon, on her own behalf alleging the unlawful sale of securities, and
8 seeking injunctive relief, civil penalties, damages, restitution and other equitable relief;

9 WHEREAS, Plaintiff has conducted an investigation relating to the claims and
10 underlying events and transactions alleged in the Complaint. As a result, Plaintiff is familiar
11 with the liability and damages aspects of the claims asserted in the Complaint;

12 WHEREAS, as a result of the Parties' extensive arm's-length negotiations, the Parties
13 have concluded that the proposed settlement embodied in this Limited Judgment is fair, adequate
14 and reasonable considering the legal and factual issues involved in this action and the risks and
15 costs attendant upon further prosecution of this action;

16 WHEREAS, the Morrisseys, likewise recognizing the risks and costs attendant upon
17 further litigation of the claims in this action, and while continuing to neither admit nor deny the
18 allegations, violations of law, and liability with respect to the claims asserted in the Plaintiff's
19 Complaint, have concluded that it is desirable that all of the claims in this action which have
20 been asserted against them be compromised and settled;

21 WHEREAS, the Parties have each determined it to be in their respective best interests to
22 resolve this dispute and enter into this Limited Judgment;

23 NOW THEREFORE, before the taking of any testimony and without trial or adjudication
24 of any issue of fact or law herein, it is hereby **ORDERED, ADJUDGED AND DECREED** as
25 **follows:**

26

1 **I. JURISDICTION**

2 This court has jurisdiction over the subject matter of this action and each of the Parties
3 hereto under ORCP 4 and the Oregon Securities Laws at ORS 59.005 *et seq.* Venue is proper in
4 this Court as the transactions, acts, omissions, practices and course of business occurred
5 substantially in this county.

6 **II. PARTIES TO THE DECREE**

7 Plaintiff and the Morrisseys are the Parties to this Limited Judgment.

8 **III. DEFINITIONS**

9 As used herein:

10 A. "Offerees" means any and all individuals or other entities who were the subject of
11 any of the Defendants' solicitations made at the Living Enrichment Center or otherwise, or who
12 loaned money to any of the Defendants, or purchased stock in any Defendant entity, whether
13 through the individual's religious affiliation or otherwise.

14 B. "Court" means the Multnomah County Circuit Court for the State of Oregon.

15 C. "Defendants" means Mary Manin Morrissey, Edward Morrissey, the Living
16 Enrichment Center (LEC), Living Enrichment Ministry (LEM), and all other defendants named
17 in Plaintiff's Complaint, and any and all of their affiliates, subsidiaries, divisions and other
18 organizational units of any kind, and their successors and assigns.

19 D. "NTBF" means New Thought Broadcasting Foundation.

20 E. "NTBI" means New Thought Broadcasting, Inc.

21 F. "Restitution Account" means a separate account, to be established, which shall be
22 distributed as specified in Section VII below. This account shall be an interest-bearing escrow
23 account, administered by the Escrow Agent.

24 **IV. AGREEMENT**

25 Subject to the approval of the Court, the Parties agree to compromise, settle and resolve
26 fully and finally on the terms set forth herein, the claims as set forth in Plaintiff's Complaint.

1 V. INJUNCTION

2 A. As part of this Limited Judgment, the Parties have agreed to the entry of the
3 Injunctive provisions set forth below, the terms and conditions of which are incorporated into
4 this Limited Judgment:

5 1. Each of the Morrisseys is hereby permanently restrained, enjoined, barred, and
6 prohibited, pursuant to ORS 59.255, from offering to sell, materially aiding, or participating in
7 the sale or aiding or abetting the sale of any security, whether the security or transaction is
8 exempt or non-exempt under the Oregon Securities Laws, and any other individual or entity
9 through which such defendants might act in the future;

10 2. Each of the Morrisseys is hereby permanently restrained, enjoined, barred, and
11 prohibited, pursuant to ORS 59.255, from acting as an officer or director of any securities issuer;
12 and

13 3. Each of the Morrisseys is hereby permanently restrained, enjoined, barred and
14 prohibited from holding the position of officer, financial manager, or financial fiduciary for any
15 charitable or religious non-profit entity.

16 VI. MONETARY PAYMENT

17 A. The Morrisseys have agreed to, and are hereby ordered to repay all Offerees who
18 loaned money to or otherwise invested money in or through any of the Defendants, as more fully
19 described and set forth in the Complaint and in Sections VI G, VI H, and Section VII below. A
20 list of all individuals and other entities to whom repayment is required, including the amount
21 owed to each, is attached to this Limited Judgment as Exhibit A. The total amount to be paid
22 under this Section VI A is \$ \$10,763,507.00, subject to partial satisfactions, as set forth in
23 Section VII below.

24 The Morrisseys shall establish, as more fully described below, within 60 days of the entry
25 of this Limited Judgment, a Restitution Account with an Escrow Agent. Within one hundred and
26 fifty (150) days of entry of this Limited Judgment, or by October 15, 2005, whichever is later,

1 the Morrisseys shall establish and initially fund, in an amount no less than \$50,000.00, the
2 Restitution Account established with the Escrow Agent described in Section VI G and VII,
3 below for purposes of making restitution to the individuals or other entities set forth on Exhibit
4 A. \$10,000.00 of such \$50,000.00 shall be paid within 60 days of entry of this Limited
5 Judgment, and an additional \$10,000.00 of such \$50,000 shall be paid within 120 days of entry
6 of this Limited Judgment.

7 B. In addition to the amount described in VI A, above, by December 31, 2005, or
8 within one hundred and fifty (150) days after the entry of this Limited Judgment, whichever is
9 later, the Morrisseys, jointly and severally, shall pay the sum of \$7,500.00 to the Plaintiff for the
10 payment of investigative costs and attorneys' fees and costs.

11 C. In addition to the amounts described in VI A and B, above, Defendant Mary
12 Morrissey shall pay the sum of \$100,000.00 to the Plaintiff as a civil penalty for violation of the
13 Oregon Securities Laws.

14 D. In addition to the amounts described in VI A, B, and C, above, Defendant Edward
15 Morrissey shall pay the sum of \$100,000.00 to the Plaintiff as a civil penalty for violation of the
16 Oregon Securities Laws.

17 E. The obligations of Sections VI C and D are suspended so long as not less than
18 \$50,000.00 payable on those obligations is received by Plaintiff no later than the later of
19 December 31, 2005, or 150 days after entry of this Limited Judgment, \$10,000.00 of which must
20 be received within 60 days of entry of this Limited Judgment, and an additional \$10,000.00 must
21 be received within 120 days of entry of this Limited Judgment.

22 F. Defendant Mary Morrissey certifies that the confidential financial statements
23 provided to the Plaintiff dated 4-4-05 ^{SP} are true and accurate, as of the date of her
24 signature on this Limited Judgment. The Parties to this Limited Judgment agree that the
25 obligations that arise under this Limited Judgment will continue to exist even if any of the
26 following occurs: 1) if any of the Defendants commence or are involuntarily made the subject of

1 any bankruptcy case; 2) if a trustee, receiver, or conservator is appointed with respect to any of
2 the Defendants; or 3) if any payment required to be made under this Limited Judgment is not
3 paid or is refunded.

4 G. Defendant Mary Morrissey hereby agrees to remit and assign, and does hereby
5 assign, the future income listed below to the Escrow Agent for deposit into the Restitution
6 Account, as described below. Such assignment is irrevocable and shall have priority over any
7 other future assignment of, garnishment of, or levy on or against Defendant Mary Morrissey's
8 income for the duration of such assignment. Such assignment shall continue for 20 years or until
9 all payment obligations in the Limited Judgment are fully satisfied, whichever occurs first. Such
10 assignment is absolute and not merely for security purposes. However, the Escrow Agent, at its
11 discretion, may record a financing statement pursuant to applicable law.

12 1. As set forth above, and subject to paragraph VI G 3 below, Defendant Mary
13 Morrissey assigns to the Escrow Agent 25% of her disposable earnings, as defined in ORS
14 18.375 (i.e., gross earnings less required payroll tax deductions), including, but not limited to the
15 following: All payments paid in relation to any writing or book or other media contract or
16 agreement, and all payments paid in relation to her services as a speaker, teacher, lecturer,
17 preacher, minister, or other similar services.

18 2. As set forth above, and in addition to the income assigned in paragraph VI G 1
19 above, and subject to paragraph VI G 3 below, Defendant Mary Morrissey also assigns and
20 agrees to pay to the Escrow Agent on a monthly basis, 15% of all income includible as "gross
21 income" under 26 U.S.C. § 61 of the United States Internal Revenue Code, which is not
22 otherwise included as income under paragraph VI G 1 above, whether paid to her or to another
23 for her benefit at her direction during the previous calendar month.

24 3. It is Defendant Mary Morrissey's responsibility to assure that all payments due
25 under this Paragraph VI G are received by the Escrow Agent no later than the close of business
26

1 on the tenth business day of the month after the month in which the money is paid to or for her
2 benefit.

3 4. Regardless of her receipt of gross income or disposable income as set forth in G 1
4 and G 2, above, and in the event the sum of the payments under those subsections do not exceed
5 \$1000 per month, Defendant Mary Morrissey is required to pay at least \$1,000.00 each month to
6 the Escrow Agent, no later than the close of business on the tenth business day of the month.

7 H. Defendant Edward Morrissey hereby agrees to remit and assign, and does hereby
8 assign, the future income listed below to the Escrow Agent for deposit into the Restitution
9 Account, as described below. Such assignment is irrevocable and shall have priority over any
10 other future assignment of, garnishment of, or levy on or against Defendant Edward Morrissey's
11 income for the duration of such assignment. Such assignment shall continue for 20 years or until
12 all payment obligations in the Limited Judgment are fully satisfied, whichever occurs first. Such
13 assignment is absolute and not merely for security purposes. However, the Escrow Agent, at its
14 discretion, may record a financing statement pursuant to applicable law.

15 1. As set forth above, and subject to paragraph VI H 3 below, Defendant Edward
16 Morrissey assigns to the Escrow Agent 25% of his disposable earnings, as defined in ORS
17 18.375 (i.e., gross earnings less required payroll tax deductions).

18 2. As set forth above, and in addition to the income assigned in paragraph VI H 1
19 above, and subject to paragraph VI H 3 below, Defendant Edward Morrissey also assigns and
20 agrees to pay to the Escrow Agent on a monthly basis, 15% of all income includible as "gross
21 income" under 26 U.S.C. § 61 of the United States Internal Revenue Code, which is not
22 otherwise included as income under paragraph VI H 1 above, whether paid to him or to another
23 for his benefit at his direction during the previous calendar month.

24 3. It is Defendant Edward Morrissey's responsibility to assure that all payments due under
25 this Paragraph VI H are received by the Escrow Agent no later than the close of business on the
26 tenth business day of the month after the month in which the money is paid to or for his benefit.

1 **VII. RESTITUTION ADMINISTRATION AND DISBURSEMENTS**

2 A. The Morrisseys shall fully repay all of the individuals or other entities listed on
3 Exhibit A, including their principal as listed on Exhibit A plus interest at 9% to begin accruing
4 from the date this Limited Judgment is entered, pursuant to ORS 59.255(2)(a). Exhibit A does
5 not include a credit for repayment of principal or interest to the individuals or other entities listed
6 on Exhibit A. The Morrisseys estimate \$3,000,000 of interest and principal was repaid to
7 Offerees. Such amount would be a credit to the amounts listed in Exhibit A. The amounts listed
8 in Exhibit A may be credited for such repayments either by agreement of the Parties or as
9 determined by Plaintiff upon further investigation, or upon order of the Court. Partial
10 satisfactions of judgment shall be entered as such credits are determined. It shall not be
11 necessary for each of the Morrisseys to agree to a proposed credit in order for Plaintiff to enter a
12 partial satisfaction

13 The names and amounts listed on Exhibit A were obtained as a result of the investigation
14 undertaken by the Plaintiff and the receipt of information provided by some or all of the
15 Defendants. All Parties realize that such names and amounts may be incomplete. Therefore, in
16 the event that the Plaintiff determines, as a result of further investigation or the receipt of
17 additional information not available at the time of the entry of this Limited Judgment, that
18 additional persons or amounts are properly includible on Exhibit A, the Morrisseys hereby waive
19 their right to object to the filing of any motion or petition to this Court by the Plaintiff for the
20 purpose of entering a Supplemental Judgment that would properly include such additional
21 persons or amounts.

22 In the event that individuals or other entities listed on Exhibit A voluntarily choose to
23 forego some or all payment due to them and such intent is evidenced by a notarized writing
24 provided to the Escrow Agent, and in a form acceptable to Plaintiff, then Plaintiff shall execute a
25 partial satisfaction of this Limited Judgment accordingly.

26

1 B. The Escrow Agent selected under Section VII C, below, shall disburse money to
2 the individuals or other entities listed on Exhibit A on a pro-rata basis, the frequency of which
3 shall be at the Escrow Agent's discretion, but at least every six months; provided, however, that
4 the Escrow Agent may retain any payments to an individual or other entity of less than \$100.00
5 for the benefit of such individual or other entity and make disbursement to such individual or
6 entity when his or her disbursement exceeds \$100.00.

7 C. The Escrow Agent shall be selected by the Morrisseys with the approval of the
8 Plaintiff. In the event that the Morrisseys are unable to select an Escrow Agent approved by
9 Plaintiff within 30 days of the entry of this Limited Judgment, the Escrow Agent may be selected
10 by the Plaintiff. The Escrow Agent is required to deposit all funds received into an account
11 insured by the Federal Deposit Insurance Corporation or similar entity (the FDIC Account). Such
12 funds, when held by the Escrow Agent, are referred to herein as the Restitution Account. The
13 Escrow Agent may invest the Restitution Account only in the FDIC Account or in obligations of,
14 or obligations guaranteed by, the United States of America or any of its departments or agencies,
15 or in pre-refunded or escrowed municipal bonds which are federally insured. The Escrow Agent
16 shall bear all risks related to the investment of the escrow funds.

17 D. The Restitution Account shall be administered pursuant to this Limited Judgment,
18 any applicable Escrow Agreement, and any order of the Court, as applicable.

19 E. All funds held in the Restitution Account shall be deemed to be *in custodia legis*
20 of the Court, and shall remain subject to the jurisdiction of the Court, until such Account is fully
21 distributed, or upon further order(s) of the Court.

22 F. All (i) taxes (including any estimated taxes, interest or penalties) arising with
23 respect to the income earned by the Restitution Account, including any taxes or tax detriments
24 that may be imposed upon the Morrisseys with respect to any income earned by the Restitution
25 Account for any period during which such account does not qualify as a qualified settlement
26 fund for federal or state income tax purposes ("Taxes"), and (ii) expenses and costs incurred in

1 connection with the operation and implementation of this Section (including, without limitation,
2 expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses
3 relating to filing (or failing to file) the returns described in this Section) ("Tax Expenses"), shall
4 be paid from the assets of the account. All reasonable expenses and fees for services provided by
5 the Escrow Agent may be paid from the assets of the account.

6 G. The Parties agree to cooperate with the Escrow Agent, each other, and their tax
7 attorneys and accountants to the extent reasonably necessary to carry out the provisions of this
8 Section.

9 VIII. COMPLIANCE REPORTS

10 Within ninety (90) days from the date this Limited Judgment is entered, and every ninety
11 (90) days thereafter until the Morrisseys have fully complied with the provisions of this Order,
12 the Morrisseys shall submit to Plaintiff a verified written report setting forth in detail the manner
13 and form in which they intend to comply, are complying, and have complied with this Order.
14 The Morrisseys shall include in their compliance reports a full description of the efforts being
15 made to comply with this Order, including a description of all substantive efforts for the payment
16 of restitution to all Offerees and the identities of all parties contacted. The Morrisseys shall
17 include in their compliance reports copies of all written communications to and from such
18 parties, and a full report on all non-written communications to and from such parties relating to
19 payment or forgiveness of payment. The Morrisseys shall provide, upon request by Plaintiff,
20 copies of their tax returns, as well as the tax returns of all entities in which they, or either of
21 them, together or separately, hold a beneficial interest exceeding 5% of the equity.

22 IX. COMPLIANCE INSPECTION

23 For the purpose of determining or securing compliance with this Limited Judgment,
24 subject to any legally recognized privilege, and upon written request with reasonable notice to
25 the Morrisseys, the Morrisseys shall permit any duly authorized representative of the Plaintiff
26 access, during office hours of the Morrisseys and in the presence of counsel if so requested, to all

1 facilities, and access to inspect and copy all books, ledgers, accounts, correspondence,
2 memoranda, tax returns, and all other records and documents in the possession or under the
3 control of the Morrisseys, or either of them, relating to any matters contained in this Limited
4 Judgment, including the payment provisions herein.

5
6 **X. COOPERATION AND IMPLEMENTATION**

7 The Parties, and their respective counsel, agree to use all reasonable practicable efforts
8 and to take all steps reasonably necessary to effectuate this Limited Judgment.

9 **XI. BENEFIT AND BINDING EFFECT**

10 The terms of this Limited Judgment shall be binding on, and shall inure to the benefit of,
11 the Parties and their successors and assigns, including their agents, attorneys, representatives,
12 partners, and other persons acting on their behalf. The Parties expressly disclaim any intention
13 to create rights under this Limited Judgment which may be enforced by any other person, except
14 the Oregon Attorney General, under any circumstances whatsoever, except as provided in this
15 Limited Judgment, and except as may be provided by law, such as for claim preclusion under
16 Oregon law.

17 **XII. MISCELLANEOUS**

18 A. This Limited Judgment contains the entire agreement and understanding of the
19 Parties. There are no additional promises or terms of the Limited Judgment other than those
20 contained herein.

21 B. The terms or provisions of this Limited Judgment may not be changed, waived,
22 modified, or varied in any manner whatsoever unless in a writing duly signed by all Parties. Any
23 failure by any Party to insist upon the strict performance by any other party of any of the
24 provisions of this Limited Judgment shall not be deemed a waiver of any of the provisions
25 hereof, and that Party, notwithstanding that failure, shall have the right thereafter to insist upon
26

1 the strict performance of any and all of the provisions of this Limited Judgment to be performed
2 by the other Party.

3 C. The undersigned counsel for each of the Parties hereby represents that he or she is
4 authorized to enter into this Limited Judgment on behalf of that Party.

5 D. By agreeing to the entry of this Limited Judgment, Defendants Edward Morrissey
6 and Mary Morrissey represent and warrant that all of their successors and assigns are Parties
7 hereto and are bound hereby as if they had signed this Order and were made Parties to this
8 proceeding and to this Limited Judgment.

9 E. This Limited Judgment shall be deemed to have been mutually prepared by the
10 Parties hereto and shall not be construed against any of them solely by reason of authorship.

11 F. The captions contained in this Limited Judgment are inserted only as a matter of
12 convenience and in no way define, limit, extend, or describe the scope of this Limited Judgment
13 or the intent of any provision hereof.

14 G. This Limited Judgment may be executed in one or more counterparts. All executed
15 counterparts and each of them shall be deemed to be one and the same instrument. A complete
16 set of documents bearing the original signatures of the Parties shall be filed with the Court.

17 H. Any and all notices, requests, consents, directives, or communications by any Party
18 intended for any other Party shall be in writing and shall, unless expressly provided otherwise
19 herein, be given personally, by express courier, or by postage prepaid mail, or by facsimile
20 transmission followed by postage prepaid mail, and shall be addressed as follows:

21 To Plaintiff:

22 Division of Finance and Corporate Securities
23 Michelle M. Teed, Chief of Enforcement
24 350 Winter Street NE, Suite 410
25 Salem, OR 97301
26 Fax: (503) 947-7862
Phone: (503) 947-7498 or (503) 378-4140

To Defendant Mary Morrissey:
Steven B. Ungar

1 Lane Powell Spears Lubersky, LLP
601 SW 2nd Ave., Suite 2100
2 Portland, OR 97204
Fax: (503) 778-2200
3 Phone: (503) 778-2064

and

4 Shawn P. Ryan
Gus Solomon Courthouse
5 620 SW Main, Suite 612
Portland, OR 97205
6 Fax: (503) 417-0475
Phone: (503) 417-0477

7 To Defendant Edward Morrissey :

8 *(AS A COUNTESS)*
Michael Levine, Esq.
9 Law Office of Michael Levine
400 SW 6th Ave., Suite 1400
10 Portland, OR 97204
Fax: (503) 248-0130
11 Phone: (503) 431-2282

12 I. Any one of the Parties may, from time to time, change the address to which such
13 notices, requests, consents, directives, or communications are to be delivered, by giving the other
14 Parties prior written notice of the changed address, in the manner herein above provided, ten (10)
15 calendar days before the change is effective.

16 J. This Limited Judgment shall be governed by, and construed in accordance with,
17 the laws of the State of Oregon without regard to its conflict of laws principles. The Parties
18 agree that this Court shall retain jurisdiction to enforce all provisions and terms of this Limited
19 Judgment. This Limited Judgment shall be enforced in this Court or in a United States
20 Bankruptcy Court, if it has and asserts jurisdiction over a Party to this Limited Judgment. The
21 Parties waive any objection that each of them may now have or hereafter have to the venue of
22 any such suit, action or proceeding and irrevocably consent to the jurisdiction of the Court and
23 agree to accept and acknowledge service in any such suit, action or proceeding.

24 K. Neither this Limited Judgment nor any proceeding undertaken in accordance with
25 the terms set forth herein, shall be construed as or deemed to be evidence of or an admission or
26

1 concession by the Morrisseys as to the validity of any claim that has been or could have been
2 asserted against them or as to any liability by them, except as provided herein.

3
4

XIII. ORCP 67B

5 This Limited Judgment is being rendered on fewer than all claims against all parties. It
6 does resolve all of Plaintiff's claims against the Morrisseys. The Court approves the entry of this
7 Limited Judgment, finding and determining that there is no just reason for delay in the entry of
8 this Limited Judgment.

9
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Money Award

- 11 1) Judgment Creditor: State of Oregon
12 Department of Consumer and Business Services
13 350 Winter Street, NE
14 Salem, OR 97301
- 15 2) Judgment Creditor's Attorney: Daniel H. Rosenhouse
16 Assistant Attorney General
17 Department of Justice
18 1515 SW 5th Ave., Ste. 410
19 Portland OR 97201
20 Telephone: (503) 229-5725
- 21 3) Judgment Debtor: Mary Manin Morrissey
22 c/o Steve Ungar
23 Lane Powell Spears Lubersky, LLP
24 601 SW 2nd Ave., Suite 2100
25 Portland, OR 97204
- 26 c/o Shawn Ryan
Gus Solomon Courthouse
620 SW Main, Suite 612
Portland, OR 97205
- DOB: N/A
SSN: N/A
Driver License #: N/A State: N/A

1 4) Judgment Debtor's Attorney:

Steven B. Ungar
Lane Powell Spears Lubersky, LLP
601 SW 2nd Ave., Suite 2100
Portland, OR 97204

2

3

4

Shawn P. Ryan
Gus Solomon Courthouse
620 SW Main, Suite 612
Portland, OR 97205

5

6 5) Judgment Debtor:

Edward Morrissey
c/o Law Office of Michael Levine
400 SW 6th Ave., Suite 1400
Portland, OR 97204

7

8

DOB: N/A
SSN: N/A
Driver License #: N/A State: N/A

9

10

11 6) Judgment Debtor's Attorney:

~~Michael Levine
Law Office of Michael Levine
400 SW 6th Ave., Suite 1400
Portland, OR 97204~~

*ML
LSP*

12

13

14

15 7) Other persons or public body entitled to any portion of payment made on judgment (if any): None

16

17 8) Principal Amount of Judgment: \$ \$10,763,507.00, jointly and severally as to Defendants
18 Mary Manin Morrissey and Edward P. Morrissey; plus \$100,000.00 as to Judgment
Debtor Mary Manin Morrissey; plus \$100,000.00 as to Judgment Debtor Edward
Morrissey;

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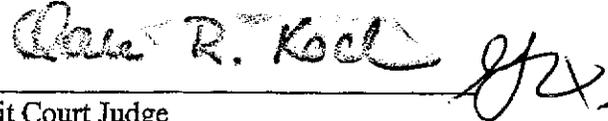
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1 9) Post-judgment simple interest at the rate of 9 percent per annum on the total judgment,
2 which consists of items 8 plus 10 from the date judgment is entered, until fully paid.

3 10) Attorney Fees and Costs: \$7,500.00

4 Dated this _____ day of April, 2005.

5 APR 06 2005

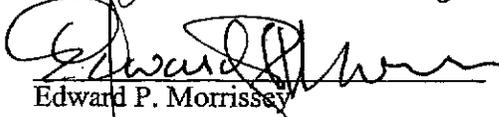
6 

7 Circuit Court Judge
8 DALE R. KOCH

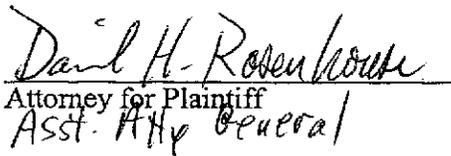
9 Submitted By:

10 Daniel H. Rosenhouse #77327
11 Assistant Attorney General
12 Of Attorneys for Plaintiff
13 1515 SW 5th Ave., Ste. 410
14 Portland, OR 97201
15 Telephone: (503) 229-5725

16 
17 Mary Manin Morrissey

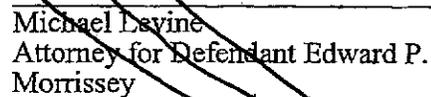
18 
19 Edward P. Morrissey

20 
21 Attorney for Plaintiff Special Asst. AAG

22 
23 Attorney for Plaintiff
24 Asst. Atty General

25 Approved as to Form and Content:

26 
27 Shawn Ryan, OSB 90113
28 Attorney for Defendant Mary Manin
29 Morrissey


Michael Davine
Attorney for Defendant Edward P.
Morrissey

Last Name	First Name	Amount
Albertoni	Delia	\$5,000
Allison	Vertell V.	\$10,000
Althoff	Gayla	\$10,000
Althoff	Gayla	\$10,000
Anderson	Jill	\$25,000
Bahls	Harold	\$25,000
Beck	Barbara	\$150,000
Beck	Barbara	\$50,000
Beckwith	Michael	\$2,500
Benge	Scott	85,000.00
Bennett	Jack	\$10,000
Berchtold	Marg & Jim	\$10,000
Birkholz	Karla	\$20,000
Birkholz	Karla	\$10,000
Birkholz	Karla	\$10,000
Birkson Enterprises Partnership		\$10,000
Bottomly	Tennie	\$35,000
Boyer	Tom	\$20,000
Bradley	Dan	\$25,000
Brady	Colleen	\$10,000
Brady, Colleen	& Larson, Mary	\$10,000
Buckingham-Hayes	Barbara & Kevin	\$5,000
Burgess	Thomas	\$25,000
Butler	Marvin	\$5,000
Campbell	Malcolm	\$25,000
Cantrell	Bob	\$10,000
Celluci	Camille	\$10,000
Clark	Hugh	\$20,300
Coffey	Dorothy	\$20,000
Coffey	Dorothy	\$5,000
Coffey Coffey- Support Trust	Dorothy Coffey	\$20,000
Connelly	Wendy	\$10,000
Cox	James & Karen	\$5,000
Cramer	Owen	\$20,000
Creede	Peter	\$100,000
Creede	Peter & Delores	\$25,000
Cunning	Dennis	\$10,000
Deahl	Rand	\$1,565
Deckard	Yvonne	\$10,000
Dengel	Donna	\$5,000
DeSanto	Jim & Karen	\$10,000
Dewhurst	Dave & Barbara	\$5,000
Dickinson	Ron	\$1,250
DiSantis	Pete & Kate	\$2,500
Dixon	Virginia	\$50,000
Dixon	Virginia	\$50,000
Doucette(Wiggins)	Dawn	\$20,000

Last Name	First Name	Amount
Drazdoff	Nola	\$100,000
Duby	Carol	\$74,064
Duffens	Kurt	\$45,000
Duffens	Kurt	\$5,000
	Revocable Trust	
Duffens, Kurt R.	Agreement	\$20,000
Duvack/Shea	Rachel & Tim	\$5,000
Eacret	Darrel	\$20,000
Ellis	Sharon	\$50,000
Ellis	Sharon	\$35,000
Ellis	Sharon	\$43,000
Engelmeier	Shirley E.	\$10,000
Enright	Judith	\$5,000
Enright	Judith A.	\$10,000
Fearing	Steve	\$25,000
Ferguson	Danielle & Jeff	\$7,000
Fitzgerald	Anthony & Tina	\$50,000
Fitzgerald	Anthony & Tina	\$30,000
Fix	Raymond	\$102,500
Fix	Raymond G.	\$50,000
Foley/Wells	Thomas & Hollis	\$10,000
Foran	Bill	\$5,000
Forseth	Dean	\$25,000
Fraser	Jeri	\$2,500
Fulmer	Steve	\$10,000
Gage	Brian	\$100,000
Gage	Brian	\$100,000
Gage	Brian	\$50,000
Gardner	Adalyn	\$7,900
Gardner	Adalyn	\$65,000
Gardner	Adalyn	\$50,000
Gardner	Adalyn	\$12,600
Garrett	Valerie	\$5,000
Garst	Karen	\$22,543
Gibson	Rick	\$865
Gilbert	Sue	125,000.00
Gilbert	Sue	\$300,000
Gilbert	Sue	\$110,000
Gilbert	Sue	\$125,000
Gipson	Garry	\$3,500
Goodwill	Robert	\$10,000
Gordon	Peggy	\$245,000
Graves	Jay	\$20,000
Grinage	Carol & Lindsey	\$10,000
Groderm	Glenn	\$15,140
Hacmac	Ed & Loreli	\$5,000
Haggerty	John & Suzi	\$10,000
Halstead	Chip & Kristine	\$5,000
Hanson	Robert	\$5,000
Hanson	Susan	\$100,000
Hanson	Susan	\$50,000

Last Name	First Name	Amount
Hanson	Susan	\$50,000
Hanzlik	Karen & Tom	\$7,000
Hanzlik	Thomas	\$10,000
Hardman	Kathleen	\$7,500
Harguth	Vicki	\$7,000
Harris	Thomas	\$5,000
Harrison	Ellen	\$10,000
Holce	Tom	\$ 646,660
Howells	Richard	\$20,000
Howells	Richard & Kate	\$10,000
Howells	Richard & Kate	\$0
Huffstutler	Chuck	\$10,000
Irelan	Helen	\$9,000
Irving	Margaret	\$2,000
Jaloway	Chris	\$30,000
Jaloway	Chris	\$50,000
Johannes	Donna & Darrel	\$5,000
Johnson	Rev. Guy	\$10,000
Johnson	Russell	\$10,000
Johnson	Russell & Pamela	\$5,000
Johnson	Russell E.	\$10,000
Joly	Teresa	\$3,500
Kellogg	Ogden	\$150,000
Kellogg, Ogden Ellis Jr.	Revocable Living Trust	\$5,000
Kellogg-Cripps, Cynthia	Revocable Living Trust	\$5,000
King	Frederick	\$5,000
Kohnstamm	Molly & Richard	\$90,000
Kohnstamm	Molly & Richard	\$150,000
Kohnstamm	Molly & Richard	\$60,000
Kusyk	James & Janet	\$5,000
Lacey-Baker	Creighton & Deborah	\$5,000
Lang	Sue	\$10,000
Larrabee	Allan & Sandra	\$40,000
Larson	Barbara	\$25,000
Lasko	Gale	\$0
Lee	Jaia	\$50,000
Lee	Jaia	\$40,000
Lee	Jaia	\$20,000
LeRoy	Jack & Patty	\$140,000
LeRoy	Patricia	\$5,000
LeRoy	Patricia & John	\$10,000
Lester	Audrey & Cynthia	\$5,000
Lewis	Mary Ann	\$10,000
Lewis	Mary Ann	\$25,000
Leybold	Dennis	15,000.00
Lindborg	Lesanne	\$10,000
Lindgren	Paul	
Lindgren	Paul	\$500,000
Long	Harold	\$10,000

Last Name	First Name	Amount
Luoto	Terri	\$8,540
Macaulay	Ann & Robert	\$10,000
Madison	Robert & Shirley	\$5,000
Marsh	Carla	\$10,000
Marsh	Carla M	10,000
Matheson	Gary	\$25,000
McCall	Marty	\$100,000
McClelland	Richard	\$5,000
McDowell	Sherry K.	\$15,000
McFadden	Gloria	\$30,000
McGovern	Marlene	\$10,000
McKenzie	Diane	\$5,000
McMackin	Guy & Jo Ann	\$5,000
McMichael	John & Dianne	\$25,000
Mead	George	\$5,000
Miller	David K.	\$10,000
Miller	Donna	\$100,000
Moore	Larry & Susan	\$10,000
Morgan	VeAnna	\$100,000
Morgan	VeAnna	\$10,000
Morrison	Carol & Todd	\$10,000
Motis	Ron	\$20,000
Mueller	Mark & Pauline	\$0
Myers	Nancy	\$10,000
Nelsen	Sally	\$5,000
Ness	Stan & Diana	\$30,000
Noce	Donna	\$111,998
Nolan	Bernie	\$11,500
Nolan	Bertha	\$5,000
Olson	Melton	\$25,000
Omner	Steve & Jennifer	\$200,000
Pence	Jean	\$10,000
Perrie	Neida	\$15,000
Peters	Joan	\$50,000
Peterson	Gary & Kaylinn	\$10,000
Ponder	Michael & Diana	\$30,000
Ponder	Michael & Dianna	\$15,000
Ponder	Michale & Dianna	\$10,000
Popp	Stephen & Ruth	\$200,000
Popuch	Rebecca	\$40,000
Powell	Debra	\$100,000
Powell	Debra	\$25,000
Power Systems	Unger, Mike & Cheri	\$60,000
Preston	Edward & Diane	\$5,000
Preudhomme	Kristin & John	\$10,000
Price	Maureen & Dave	\$50,000
Proctor	Bob	\$10,000
Putzier	Richard	\$50,000
Putzier	Richard & Donnajo	\$7,000
Quillinan	Bethany	\$5,000
Rafferty	Jane	\$1,000

Last Name	First Name	Amount
Ragsdale	Diane	\$28,000
Ragsdale	Diane	\$52,240
Rawson	Cynthia	\$10,000
Rayne-Levi	Anna	\$36,000
Reece	Susan	\$5,000
Renn	John & Sally	\$400,000
Renn	John & Sally	\$300,000
Renn	John & Sally	\$200,000
Renn	John & Sally	\$300,000
Renn	John & Sally	\$250,000
Renn	John & Sally	\$30,000
Rickford	Fiona Rhea	\$5,000
Roche	Harley	\$5,000
Rose	Liah	\$5,000
Scheer	Sandra M.	\$33,000
Schrock	Kenneth	\$5,000
Sebera	C. Wayne & Andrea	\$5,000
Serbaco, Inc	c/o Duby, Carol	\$100,000
Shaw	Dave & Melissa	\$10,000
Shaw	Dave & Melissa	\$15,000
Sheets, Michael A.	Revocable Living Trust	\$20,000
Short	Jacki	\$50,000
Sides	David	\$2,400
Siegrist	Ronda	\$250,000
Siegrist	Ronda	\$300,000
Simon	Shawn & Karen	\$5,000
Sinclair	Elizabeth	\$100,000
Sloan	Gene & Arlene	\$25,000
Smith	Claudia	\$90,000
	DDSPC Profit Sharing	
Smith, Dane E.	& Trust Plan	\$33,695
Spence Lillie	Nancy	\$15,000
Spiecker, Barbara	Barbara	\$10,000
Spirit	Valerie	\$5,000
Stash	Steve	\$5,000
Steltz	Barbara Lee	\$5,000
Stewart	Linda	\$20,000
Stoebner	Tish	\$44,000
Stoebuer	Tish	\$15,000
Stone, Susan	Susan	\$10,000
Straatemeier, Gerry	Gerry	\$10,000
Suhr	Dagmar	\$5,000
Swanson	Millicent	\$10,000
Sweeney, Robin F.	Robin F.	\$10,000
Switzer, Kristina J.	Kristina J.	\$10,000
Szary	Stanley & Allie	\$5,000
Talbot	Sandra	\$25,000
Tallman	Debbie	\$50,000
The SHB Trust	c/o Sandra Brooks	\$10,000
Thomas	George	\$20,000
Thomas/Harper	Ruth & Lynda	\$5,000

Last Name	First Name	Amount
Town	Pamela	\$0
Turner	Lester & Audrey	\$20,000
Turner	Lester & Audrey	\$10,000
Venturini	Judith D.	\$10,000
Vogel	Nadji	\$5,000
Wallace	Teresa	\$10,000
Warberg	Jim	\$20,000
Warberg	Jim	\$50,000
Ward	Mike	\$5,000
Waters	Patty	\$5,000
Weiss	Connie	\$5,000
Welch	Dan & Ann	\$30,000
Welling	Lynn	\$10,000
Westing	Heather	\$48,500
White	Linda Knight	\$10,000
Whitmore	Sherry	\$25,000
Whitmore	Sherry	\$25,800
Whitmore	Sherry	\$10,000
Whitmore	Sherry	\$15,000
Whittier/Clark	Jenny & Charlie	\$5,000
Wilbers	Daniel M.	0-
Wilbers	Daniel M.	\$20,000
Willis	Ruth	\$10,000
Willman	Allen & Teresa	\$22,000
Wilson	Donna	\$30,000
Wilson	Larry	\$47,947
Woods	Jacquelyn & William	\$10,000
Woodworth	Jay	\$25,000
Wooley	Sally	\$20,000
Yancey	Jeannine	\$40,000
Yancey	Jeannine	\$10,000
Zinsli	LeRoy & Carol	\$7,500
		\$10,763,507