UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

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UNITED STATES COMMODITY FUTURES TRADING COMMISSION

and

STATE OF OREGON *EX REL* CORY STREISINGER, DIRECTOR OF THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES, in her official capacity,

Plaintiffs,

v.

ORION INTERNATIONAL, INC., RUSSELL B. CLINE, APRIL DUFFY, BANGONE VORACHITH, and NANCY HOYT,

Defendants.

CASE NO. 03-CV-603-KI

CONSENT ORDER OF PERMANENT INJUNCTION, ANCILLARY EQUITABLE RELIEF, AND CIVIL MONETARY PENALTY AGAINST APRIL DUFFY

I.

INTRODUCTION

On May 7, 2003, the United States Commodity Futures Trading Commission ("CFTC") and the State of Oregon Department of Consumer and Business Services ("DCBS") filed the complaint in this civil action against Orion International, Inc. ("Orion"), Russell B. Cline ("Cline"), April Duffy ("Duffy"), Samantha B. Vorachith formerly known as Bangone Vorachith ("Vorachith"), and Nancy Hoyt ("Hoyt"). The Complaint seeks injunctive and other equitable relief for violations of the antifraud and exchange trading provisions of the Commodity

Exchange Act, as amended ("Act"), 7 U.S.C. § 1 *et seq.*, and the Regulations promulgated thereunder, 17 C.F.R. § 1.1 *et seq.*, as well as violations of the registration and antifraud provisions of the Oregon Securities Law, Oregon Revised Statutes §§ 59.055, 59.165, and 59.135.

To effect settlement of this action without a trial on the merits or further judicial proceedings, Duffy consents to this *Consent Order Of Permanent Injunction, Ancillary Equitable Relief, And Civil Monetary Penalty Against April Duffy* ("Order"). By consenting to this Order, Duffy: (1) acknowledges service upon her of the summons and complaint in this action; (2) admits this Court's personal and subject matter jurisdiction over her and this action; (3) admits that venue properly lies with this Court; and (4) waives the entry of findings of fact and conclusions of law in this action pursuant to Fed. R. Civ. P. 52.

Duffy agrees that: (1) she will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in the complaint or finding or conclusion contained in this Order, or creating, or tending to create, the impression that this Order is without a factual basis; and (2) no agent or employee of Duffy acting under her authority or control shall take any action or make or permit to be made any public statement denying, directly or indirectly, any of the findings or conclusions in this Order or creating, or tending to create, the impression that any allegation in the complaint or this Order is without factual basis, and Duffy shall undertake all steps necessary to ensure that all of her agents and employees understand and comply with this agreement. Nothing in this provision shall affect Duffy's: (1) testimonial obligations; or (2) right to take legal positions in other proceedings in which either the CFTC or the DCBS is not a party.

Duffy waives: (1) all claims that she may possess under the Equal Access to Justice Act ("EAJA"), 5 U.S.C. § 504 (2000) and 28 U.S.C. § 2412 (2000), relating to or arising from this action and any right under EAJA to seek costs, fees, and other expenses relating to or arising from this proceeding; (2) any claim of Double Jeopardy based upon the institution of this proceeding or the entry in this proceeding of any order imposing a civil monetary penalty or any other relief; and (3) all rights of appeal from this Order. All parties to this Order waive all rights of appeal from this Order.

By consenting to the entry of this Order, Duffy neither admits nor denies the allegations of the Complaint except as to jurisdiction and venue, which she admits. However, Duffy agrees that the allegations of the Complaint shall be taken as true and correct and be given preclusive effect without further proof in any bankruptcy proceeding filed by, on behalf of, or against Duffy, or in any proceeding to enforce this order, or in any other proceeding relating to the fitness of Duffy to act in various capacities governed by the Act.

Duffy acknowledges that this Court is not ordering immediate payment of restitution and a civil monetary penalty based upon the accuracy and completeness of Duffy's sworn representations to the CFTC and DCBS concerning her financial condition. In accordance with the terms and conditions set forth in Part IV of this Order, Duffy agrees that the CFTC and/or the DCBS may, in their sole discretion and without prior notice to Duffy, petition this Court for an order requiring Duffy to pay immediately restitution and a civil monetary penalty based upon a showing that her representations to the CFTC or DCBS concerning her financial condition were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made.

Duffy consents to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this Order. Duffy affirms that she has read this Order and agrees to this Order voluntarily, and that no promise or threat of any kind has been made by the CFTC or DCBS or any member, officer, agent, or representative thereof, or by any other person, to induce her consent to this Order, other than as set forth specifically herein.

This Court, being fully advised in the premises, finds that there is good cause for the entry of this Order and that there is no just reason for delay. This Court therefore directs the entry of a permanent injunction, orders to pay restitution and a civil monetary penalty, and other equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

II.

JURISDICTION AND VENUE

This Court has jurisdiction over this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, which provides that whenever it shall appear to the CFTC that any person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order promulgated thereunder, the CFTC may bring an action against such person to enjoin such practice or to enforce compliance with the Act.

This Court also has jurisdiction over this action pursuant to Section 6d(1) of the Act, 7 U.S.C. § 13a-2, which provides that whenever it shall appear to any State that the interests of the residents of the State have been, are being, or may be threatened or adversely affected because of such violations of the Act, the State may bring a suit in the district courts of the United States to enjoin such acts or practices and to enforce compliance with the Act, or to obtain such other and further relief as the court deems appropriate, including the Oregon Securities Law claims brought

pursuant to Section 12(e) of the Act, 7 U.S.C. § 16(e), over which this Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a).

Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because Duffy resides in and transacted business in the District of Oregon, and the acts and practices in violation of the Act and the Oregon Securities Law occurred within this District, among other places.

III.

PERMANENT INJUNCTION

A. **IT IS HEREBY ORDERED** that Duffy is permanently restrained, enjoined, and prohibited from directly or indirectly:

1. Cheating or defrauding or attempting to cheat or defraud other persons and willfully deceiving or attempting to deceive other persons by making false, deceptive or misleading representations of material facts, by failing to disclose material facts, and by misappropriating customer funds in or in connection with orders to make, or the making of, contracts of sale of commodities for future delivery, made or to be made for or on behalf of any other person in violation of Section 4b(a) of the Act, 7 U.S.C. § 6b(a), and CFTC Regulation 1.1(b), 17 C.F.R. § 1.1(b);

2. Offering to enter into, entering into, executing, confirming the execution of, or conducting an office or business in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in transactions in, or in connection with, a contract for the purchase or sale of a commodity for future delivery when: (a) such transactions have not been conducted on or subject to the rules of a board of trade which has been designated or registered by the Commission as a contract market or derivatives transaction execution facility for such commodity, and (b) such contracts have not been executed or consummated by or through a member of such contract market, in violation of Section 4(a) of the Act, 7 U.S.C. § 6(a);

3. Offering or selling unregistered securities in violation of Oregon Securities Law, Oregon Revised Statutes § 59.055;

4. Acting as an unlicensed broker-dealer and/or salesperson in violation of the Oregon Securities Law, Oregon Revised Statutes § 59.165; and

5. Directly or indirectly, in connection with the purchase or sale of any security or the conduct of a securities business: (1) to employ any device, scheme or artifice to defraud; (2) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading; (3) to engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person; or (4) to make or file, or cause to be made or filed, to or with the Director of the Department of Consumer and Business Services any statement, report or document which is known to be false in any material respect or matter in violation of Oregon Securities Law, Oregon Revised Statutes § 59.135.

B. IT IS HEREBY FURTHER ORDERED that Duffy is permanently restrained, enjoined, and prohibited from directly or indirectly engaging in any activity related to trading in any commodity, as that term is defined in Section 1a(4) of the Act, 7 U.S.C. § 1a(4) ("commodity interest"), and any activity related to trading in any security, as that term is defined in Section § 59.015(19)(a) of the Oregon Securities Law ("security interest") for any reason other than personal investment of Duffy's own funds including, but not limited to, the following:

1. Trading on or subject to the rules of any registered entity, as that term is defined in Section 1a(29) of the Act, 7 U.S.C. § 1a(29);

2. Engaging in, controlling, or directing the trading of any futures or options accounts for or on behalf of any other person or entity, whether by power of attorney or otherwise;

3. Soliciting or accepting any funds from any person in connection with the purchase or sale of any commodity interest contract;

4. Placing orders or giving advice or price quotations, or other information in connection with the purchase or sale of commodity interest contracts for themselves and others;

5. Introducing customers to any other person engaged in the business of commodity interest trading;

6. Issuing statements or reports to others concerning commodity interest trading;

7. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as

provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9), or acting as a principal, agent, officer or employee of any person registered, required to be registered, or exempted from registration, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9);

8. Engaging in any business activities related to commodity interest trading;

9. Soliciting or accepting any funds from any person in connection with the purchase or sale of any security interest;

10. Placing orders or giving advice or price quotations, or other information in connection with the purchase or sale of any security interest for themselves and others;

11. Introducing customers to any other person engaged in the business of securities;

12. Issuing statements or reports to others concerning any security interest; and

13. Engaging in any business activities related to securities.

C. **IT IS HEREBY FURTHER ORDERED** that Duffy is restrained and enjoined from directly or indirectly destroying, mutilating, erasing, altering, concealing, or disposing of, in any manner, directly or indirectly, any documents that relate to the business practices or the business or personal finances of any of the defendants.

D. **IT IS HEREBY FURTHER ORDERED** that the injunctive provisions of this Order shall be binding upon Duffy, any person insofar as he or she is acting in the capacity of officer, agent, servant, or attorney of Duffy, and any person who receives actual notice of this Order by personal service or otherwise insofar as he or she is acting in active concert or participation with Duffy.

E. **IT IS HEREBY FURTHER ORDERED** that Duffy shall have the right to petition the Court for release from the injunctive provisions of this section if release is necessary for Duffy to fulfill the conditions of any gainful employment. Upon Duffy's showing of good cause for the

need for release and adequate protection to consumers in the event of release, the Court may grant Duffy a full or partial release from the injunction provisions of this paragraph.

IV.

RESTITUTION, CIVIL MONETARY PENALTY, AND ANCILLARY RELIEF

IT IS HEREBY ORDERED that Duffy shall comply fully with the following terms, conditions and obligations relating to the payment of restitution, the payment of a civil monetary penalty, and the submission of financial information.

A. RESTITUTION

1. Duffy shall make restitution in the amount of $347,937 plus pre- and post-judgment interest, to all persons who gave funds, either directly or indirectly, to defendants as a result of the course of illegal conduct alleged in the Complaint. Pre-judgment interest shall be determined by using the underpayment rate established quarterly by the Internal Revenue Service pursuant to 26 U.S.C. § 662(a)(2) from December 1999 to the date of this Order. Post-judgment interest shall be determined by using the Treasury Bill rate prevailing on the date of this Order pursuant to 28 U.S.C. § 1961(a).

2. Duffy shall satisfy her restitution obligation by making an annual payment pursuant to the five-year payment plan set forth in this Order ("Annual Restitution Payment"). The payment plan shall commence on January 1, 2005 and continue through December 31, 2009.

3. Upon entry of this Order, the provisions freezing Duffy's assets in the Court's May 8, 2003 *Statutory Restraining Order Freezing Assets, Preserving Books and Records, Allowing Access to Books and Records, and Appointing Temporary Receiver, and Order Granting Expedited Discovery* and the Court's August 11, 2003 *Order of Preliminary Injunction and Ancillary Equitable Relief against Orion International, Inc., Russell B. Cline, April Duffy,*

and Nancy Hoyt shall no longer be in effect; provided, however, financial institutions and other entities holding frozen funds controlled by Duffy, other than account number 23964-16175 in the name of Duffy at Bank of America, shall transfer those funds to the Monitor immediately upon being served with a copy of this Order.

B. MONITOR

1. The National Futures Association shall be designated as Monitor for the period beginning with the date of entry of this Order and continuing until distribution of the last payment called for by this Order.

2. The Monitor shall oversee Duffy's restitution obligation and may make periodic restitution payments or may defer distribution. Restitution payments shall be made in an equitable fashion as determined by the Monitor to all known persons who gave funds, either directly or indirectly, to defendants as a result of the course of illegal conduct alleged in the Complaint and have been unable to recover those funds.

3. Upon entry of this Order, Julie Vacura, the Receiver appointed by the Court in this matter, shall give notice of this Order to all known persons who gave funds, either directly or indirectly, to defendants as a result of the course of illegal conduct alleged in the Complaint. The Receiver shall provide the Monitor with a list of all known persons who gave funds, either directly or indirectly, to defendants as a result of the course of illegal conduct alleged in the Complaint.

4. If, at the end of the five-year restitution payment period, any part of the Annual Restitution Payments has not been distributed, the Monitor at its sole discretion may either distribute as the funds as restitution or apply the funds as payment towards the civil monetary penalty obligation as provided in Paragraph C of this Part IV.

C. CIVIL MONETARY PENALTY

1. Duffy shall pay a contingent civil monetary penalty in an amount up to $240,000 commencing upon the fulfillment or discharge of her restitution obligation. Upon satisfaction or other discharge of her restitution obligation prior to December 31, 2009, Duffy shall commence to pay the civil monetary penalty by making an annual installment payment ("Annual CMP Payment") until December 31, 2009 or until the civil monetary penalty is paid in full, if that happens first. Duffy's contingent civil monetary penalty obligation will terminate on December 31, 2009. Upon termination of the restitution and civil monetary penalty obligation, a satisfaction of judgment will be entered.

2. Should the amount due under the payment plan for any Annual Restitution Payment be greater than the balance due on Duffy's restitution obligation, the remaining amount shall constitute Duffy's first Annual CMP Payment and be paid in accordance with the payment schedule set forth below in Paragraph D of this Part IV of the Order. The Annual CMP Payment shall be calculated by the Monitor in accordance with the payment schedule set forth in Paragraph D of this Part IV of the Order.

3. Duffy shall make each Annual CMP Payment by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, made payable to the Commodity Futures Trading Commission and sent to the Office of Cooperative Enforcement, Division of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, DC 20581, under cover of a letter that identifies Duffy and the name and docket number of this proceeding. Duffy shall simultaneously transmit a copy of the cover letter and the form of payment to the Monitor and to the Director,

Division of Enforcement, Commodity Futures Trading Commission, 1155 21st Street, NW, Washington, DC 20581.

D. PAYMENT PLAN

1. Duffy shall make the Annual Restitution Payment to an account designated by the Monitor on or before July 31 of each calendar year commencing on July 31, 2005 and ending on July 31, 2009 ("Payment Period"). Duffy shall make an Annual Restitution Payment until July 31, 2009 or until full restitution has been made or otherwise discharged, whichever occurs first.

2. The amount of Duffy's Annual Restitution Payment shall be a percentage of:

a. Duffy's combined adjusted gross income (as defined by the Internal Revenue Code) earned or received by Duffy during the previous calendar year; and

b. All other cash receipts, cash entitlements, or proceeds of non-cash assets received by Duffy during the previous calendar year.

3. The Annual Restitution Payment shall be determined as follows:

Total Adjusted Gross Income Plus Net Cash Receipts:	**Annual Payment Due:**
$0 up to and including $25,000.00	0%
$25,000.01 up to and including $50,000.00	20% of the amount above $25,000
$50,000.01 up to and including $100,000.00	$5,000 plus 30% of the amount between $50,000 and $100,000
Above $100,000.01	$20,000 plus 30% of the amount between $50,000 and $100,000 plus 40% of the amount above $100,000.

4. Duffy shall provide a sworn financial statement to the Monitor on June 30th of each year commencing on June 30, 2005 and continuing through June 30, 2009. The financial statement shall provide the following information for the preceding calendar year:

a. True and complete itemization of all of Duffy's rights, title and interest in any asset, wherever, however and by whomever held;

b. An itemization, description, and explanation of all transfers of assets with a value of $1,000 or more made by or on behalf of Duffy over the preceding twelve-month interval; and

c. A detailed description of the source and amount of all of Duffy's income or earnings, however generated.

5. Duffy shall also provide the Monitor with complete copies of her signed federal income tax returns, including all schedules and attachments thereto (*e.g.*, IRS Forms W-2 and Forms 1099), as well as any filings she is required to submit to any state tax or revenue authority, on or before June 30th of each calendar year, beginning in 2005 and ending on June 30, 2009.

6. If, during the Payment Period, Duffy elects to file a joint tax return, she shall provide all documents called for by this Order including the signed and filed joint tax return and a draft individual tax return prepared on IRS Form 1040 containing a certification by a licensed certified public accountant that the "Income" section (currently lines 7-22 of the Form 1040) truly, accurately, and completely reflects all of her income, that the "Adjusted Gross Income" section (currently lines 23-33 of the Form 1040) truly, accurately, and completely identifies all deductions that she has a right to claim, and that the deductions contained in the "Adjusted Gross Income" section are equal to or less than 50% of the deductions that she is entitled to claim on the joint tax return; provided, however, that Duffy may claim 100% of the deductions contained

in the "Adjusted Gross Income" section that are solely hers. Such individual tax return shall include all schedules and attachments (e.g. IRS Forms W-2 and Forms 1099), as well as any filings required to be submitted to any state tax or revenue authority.

7. The Monitor shall calculate Duffy's Annual Restitution Payment based on the information contained in the tax returns submitted by Duffy and her sworn financial statements. On or before July 30th of each year and starting in calendar year 2005, the Monitor shall send written notice to Duffy of the Annual Restitution Payment to be paid toward Duffy's restitution obligation. If the Monitor determines that an Annual Restitution Payment is due, the Monitor shall increase the amount of the remaining restitution payments by the amount of post-judgment interest calculated to the date of payment based on the total remaining obligation pursuant to 28 U.S.C. § 1961.

8. Any restitution payments made by Duffy shall be disbursed by the Monitor to customers of defendants in accordance with the provisions in this Order or pursuant to other orders entered by the Court. The monitor may in its sole discretion defer distribution of restitution if the Monitor determines that it is not cost effective to make a distribution of the amount paid by Duffy under the payment plan.

E. SWORN FINANCIAL STATEMENT

1. The sworn financial statement, attached hereto as Exhibit A, that has been executed by Duffy and that affirms and attests to the truth, accuracy, and completeness of her financial condition, is expressly made a part of this Order. The Court's approval of this Order is expressly premised upon Duffy's financial condition as represented in the financial statement attached hereto as Exhibit A, which contains critical and material information upon which the CFTC and DCBS relied in agreeing to the terms of this Order. If this Court finds that Duffy filed

a financial statement that failed to disclose any material asset, or materially misrepresented the value of any asset, or made any other material misrepresentation or omission regarding her financial condition, the CFTC and DCBS may request that the judgment herein against Duffy be reopened for the purpose of setting forth terms and conditions for payment of the restitution obligation and imposing an additional civil monetary penalty; provided, however, that in all other respects this Order will remain in full force and effect unless otherwise ordered by the Court; and provided further that proceedings instituted under this provision will be in addition to and not in lieu of any other civil or criminal remedies as may be provided by law, including any other proceedings that the CFTC and DCBS may initiate to enforce this Order.

2. The Court is not directing Duffy immediately to pay restitution and a civil monetary penalty based upon Duffy's sworn representations in Exhibit A regarding her financial condition. The determination not to order payment of immediate restitution and a civil monetary penalty is contingent upon the truth, accuracy, and completeness of the financial information provided by Duffy in Exhibit A. If at any time following the entry of this Order, the CFTC or DCBS receives information showing that Duffy's representations to the CFTC and DCBS concerning her financial condition were inaccurate or incomplete in any material respect as of the time such representations were made, the CFTC and DCBS may, at their sole discretion and without prior notice to Duffy, petition the Court for an order requiring Duffy to pay restitution and impose an additional civil monetary penalty. In connection with any such petition, the only issues shall be whether the financial information provided by Duffy was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, and the amount of restitution and civil monetary penalty to be imposed. In their petition, the CFTC and the DCBS may move this Court to consider all available remedies including, but not

limited to, ordering Duffy to pay funds or liquidate assets, directing the forfeiture of assets, imposing sanctions for contempt of this Order, and allowing the CFTC and DCBS to engage in discovery of Duffy's assets. Duffy may not, by way of defense to such petition, challenge the validity of her consent or this Order, contest the allegations in the Complaint, contest the amount of restitution and interest, or assert that additional restitution or the payment of a civil penalty should not be ordered.

F. TAX CLAIMS

1. Duffy shall inform the Monitor if she makes any claim with the Internal Revenue Service or any state tax or revenue authority to recover taxes relating to previously filed income tax returns and shall provide the Monitor with all documentation relating to any such claim.

2. In the event that Duffy obtains any funds from the Internal Revenue Service or any state tax or revenue authority based on a claim as described above, she shall immediately transfer all of those funds to the Monitor for distribution to customers in connection with her restitution obligation. Such funds shall not be included under the provisions of the Payment Plan and shall not be considered income for purposes of calculating the Annual Payment under this Order.

G. TRANSFER OF ASSETS

Duffy shall not transfer, or cause others to transfer, funds or other property to the custody, possession, or control of any members of her family or any other person or entity for the purpose of concealing such funds from this Court, the CFTC, the DCBS, the Monitor, or any customer of the defendants until her restitution and civil monetary penalty obligations have been satisfied under this Order.

H. ACCOUNTING

1. Duffy shall file with this Court and serve on the parties within sixty (60) days of the date of this Order a complete, detailed, and accurate financial accounting setting forth the disposition of any funds or other assets in her possession or control, either directly or indirectly, from December 1, 1999 to the date of such accounting.

2. Such accounting shall detail all income, expenditures, assets, liabilities, gifts, and conveyances by Duffy and any corporation, partnership or other business entity in which Duffy holds or has held an interest including, without limitation, the identification of:

a. All funds, securities, commodity interests, assets, and other property currently owned or controlled (legally, equitably, or otherwise) directly or indirectly by Duffy, whether individually or jointly;

b. All funds, securities, commodity interests, assets, and other property received directly or indirectly by Duffy, whether individually or jointly, describing the source, amount, disposition, and current location of each listed item;

c. All funds, securities, commodity interest contracts, assets, and other property transferred or otherwise disposed of directly or indirectly by Duffy, whether held individually or jointly, describing the source, amount, disposition, and current location of each listed item; and

d. The name and last known address of each bailee, debtor, or other person or entity currently holding any funds, securities, commodity interest contracts, assets, or other property owned or controlled (legally, equitably, or otherwise) by Duffy, either individually or jointly.

I. COOPERATION

1. Duffy shall cooperate fully with the Monitor in carrying out all duties with respect to her obligations to make restitution and pay a civil monetary penalty payment. Duffy shall cooperate fully with the Monitor in explaining her financial income and earnings, status of

assets, financial statements, asset transfers and tax returns, and shall provide any financial information as may be required by the Monitor in seeking to enforce the provisions of this Order.

2. Duffy shall immediately, or within such time as permitted by the Receiver in writing, deliver over to the Receiver:

a. All funds and other assets belonging to members of the public now held by Duffy; and

b. All information relating or referring to the accounts, employees, properties, or business activities of Orion, Cline, Vorachith, Hoyt, or any entity directly or indirectly under their control, including by not limited to, information on offshore bank accounts, trust companies, international business incorporation services, and trading firms.

3. Duffy shall immediately, or within such time as permitted by the CFTC and the DCBS, deliver over to the CFTC and the DCBS all documents in the possession and custody of Duffy relating or referring to Orion, Cline, Vorachith, Hoyt, or any of the allegations of the complaint, 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 papers.

4. Duffy shall cooperate fully with and assist the Receiver. The cooperation and assistance of Duffy shall include, but not be limited to, providing any information to the Receiver that the Receiver deems necessary to exercising the authority and discharging the responsibilities of the Receiver.

J. DEFAULT

1. Any failure by Duffy to carry out any of the terms, conditions or obligations under any paragraph of this Order shall constitute an Event of Default. However it shall not be considered an Event of Default if any payment due under this Order is paid within 30 days

following the date the payment was due pursuant to the Order. If any Event of Default occurs, the CFTC, the DCBS, or their designees may seek appropriate remedies including but not limited to:

a. Petitioning the Court for an order requiring immediate payment of any unpaid Annual Restitution Payments and/or CMP Payments, or, at the option of the CFTC or DCBS, the entire unpaid balance, or any unpaid portion, of the restitution amount and/or civil monetary penalty set forth above in this Order; and

b. Requesting that the Court grant all other available remedies, including, but not limited to, an order holding Duffy in contempt for violation of this Order.

2. Upon the occurrence of an Event of Default based upon a claim or cause of action that Duffy failed to make any Annual Restitution Payments and/or Annual CMP Payments more than 30 days following the date when due, Duffy will be barred from asserting any defense, including expiration of any statute of limitations, waiver, estoppel or laches, where such defense is based on the alleged failure of the CFTC or DCBS to pursue such claims or causes of action during the pendency of this civil action, during the negotiation of Duffy's consent to this Order or while this Order remains in effect. The only issue that Duffy may raise in defense is whether she made the Annual Restitution Payments and/or Annual CMP Payments as directed by the Monitor. Any motion by the CFTC or DCBS for entry of an order pursuant to this paragraph requiring payment of less than the full amount of the restitution and/or civil monetary penalty, set forth in this Order, or any acceptance by the CFTC of partial payment of the Annual Restitution Payments and/or Annual CMP Payments made by Duffy shall not be deemed a waiver of the right of the CFTC or DCBS to require Duffy to make further payments pursuant to the Payment Plan set forth above, or, in the event of a further Event of Default, a waiver of the right of the CFTC or DCBS to require immediate payment of the entire remaining balance, or

any unpaid portion, of the restitution amount and/or civil monetary penalty set forth in this Order.

V.

SCOPE OF ORDER

A. **IT IS HEREBY ORDERED** that this Court shall retain jurisdiction of this cause to assure compliance with this Order and for all other purposes related to this action. This Order shall be interpreted and enforced according to the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Oregon, and all provisions of the Act, CFTC Regulations, and, as appropriate, the Oregon Securities Law relating or referring to the obligations hereunder.

B. **IT IS HEREBY FURTHER ORDERED** that the following provisions shall apply to the terms and conditions of this Order:

1. **Notices**: All notices required by this Order shall be sent by certified mail, return receipt requested. Duffy shall provide the Monitor with written notice of all changes to contact telephone number(s) and/or mailing address(es) within ten (10) calendar days of the change(s).

2. **Waiver**: The failure of any party to this Order or of any investor at any time to require performance of any provision of this Order shall in no manner affect the right of the party or investor to enforce the same or any other provision of this Order at a later time. No waiver in one or more instances of the breach of any provision contained in this Order shall be deemed or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Order.

3. **Acknowledgements**: Upon being served with a copy of this Order after entry by this Court, Duffy shall sign an acknowledgment of service and serve the acknowledgment on this Court, the CFTC, and the DCBS within seven (7) calendar days. Upon being served with a copy of this Order after entry by the Court, the CFTC shall serve a copy of the Order upon the Monitor within seven (7) calendar days.

4. **Invalidation**: If any provision, or the application of any provision of this Order is held invalid, the remainder of this Order and the application of the provision to any other person or circumstance shall not be affected by the holding.

5. **Integration**: This Order incorporates all of the terms and conditions of the settlement of the parties to this Order. Nothing shall serve to amend or modify this Order in any respect, unless: (1) reduced to writing; (2) signed by all parties hereto; and (3) approved by order of this Court.

Done and Ordered this 2nd **day of** Sept **2004, at** _____, **Oregon.**

GARR M. KING
UNITED STATES DISTRICT JUDGE

Order Of Permanent Injunction, Ancillary Equitable Relief, And Civil Monetary Penalty Against Defendant April Duffy consented to and approved for entry by:

April Duffy

Dated: 7/17, 2004

Pricilla Seaborg, Esq.
Attorney for Defendant April Duffy
1906 SW Madison Street
Portland, Oregon 97205

Dated: 8/2/04, 2004

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Dated: 8/16, 2004

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Salem, Oregon 97310

Dated: 8/25, 2004