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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY Rm DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

vs.

WHITE PINE TRUST CORPORATION, a
California corporation, and RICHARD
MATTHEWS, an individual, and
STEPHEN BAERE, an individual,

Defendants,

LUCIA MATTHEWS, an individual,

Relief Defendant.

Case No.: 04-CV-2093 J (NLS)

**STIPULATION OF PERMANENT
INJUNCTION AND ANCILLARY RELIEF
AGAINST DEFENDANT RICHARD
MATTHEWS, JR; and ORDER
THEREON**

On or about November 19, 2004, plaintiff United States Commodity Futures Trading Commission ("CFTC") filed a First Amended Complaint against Defendants White Pine Trust Corporation and Richard Matthews Jr., among others, seeking injunctive and other ancillary relief for violations of the Commodity Exchange Act, as amended (the "Act"), 7 U.S.C. §§ 1 *et seq.* (2002), and the Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2002).

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I.

CONSENTS AND AGREEMENTS

To effect settlement of the matters alleged in the first amended complaint against Defendant Richard Matthews Jr. ("Defendant") without a trial on the merits or any further judicial proceedings, Defendant:

- 1. Consents to the entry of this stipulation;
- 2. Affirms that Defendant has agreed to this stipulation voluntarily, and that no promise or threat has been made by the CFTC or any member, officer, agent or representative thereof, or by any other person, to induce consent to this stipulation, other than specifically set forth herein;
- 3. Acknowledges service of the summons and first amended complaint;
- 4. Admits jurisdiction of this Court over himself and the subject matter of this action pursuant to §6c of the Act, 7 U.S.C. §13a-1;
- 5. Admits venue properly lies with this Court pursuant to §6c of the Act, 7 U.S.C. §13a-1;
- 6. Waives:
 - a. all claims which it may possess under the Equal Access to Justice Act, 5 U.S.C. §504 (2000) and 28 U.S.C. § 2412 (2000) as amended by Pub. L. No. 104-121, §§231-32, 110 Stat. 862-63 and Part. 148 of the Commission's Regulations, 17 C.F.R. §§ 148.1 *et seq.* to seek costs, fees and other expenses relating to, or arising from, this action;
 - b. any claim of double jeopardy based on the institution of this proceeding or any order imposing civil monetary penalties or any other relief; and,
 - c. any rights of appeal from this Order;
- 7. Consents to the continued jurisdiction of this Court for the purpose of enforcing the terms and conditions of this stipulation and for any other purpose relevant to this matter;

1 8. Neither admits nor denies the allegations of the First Amended
2 Complaint and/or the findings and conclusions of this stipulation, except as to
3 jurisdiction and venue, which Defendant admits. However, Defendant agrees that the
4 allegations of the First Amended Complaint, and all of the findings of fact made by this
5 Court and contained herein shall be taken as true and correct and be given preclusive
6 effect without further proof only for the purposes of enforcing this stipulation, or any
7 subsequent bankruptcy proceeding filed by, on behalf of, or against Defendant for the
8 purpose of determining whether his restitution obligation and/or other payments
9 ordered herein are excepted from discharge. Defendant also shall provide immediate
10 notice of any bankruptcy filed by, on behalf of, or against him in the manner required
11 by this stipulation; and

12 9. Agrees that neither he, nor any of his agents, servants, employees,
13 contractors nor attorneys shall take any action or make any public statements
14 denying, directly or indirectly, any allegation of the First Amended Complaint or
15 findings in this stipulation, or creating or tending to create the impression that the First
16 Amended Complaint and this stipulation are without factual basis; provided however,
17 that nothing in this provision affects Defendant's (i) testimonial obligations, or (ii) his
18 right to take legal positions in other proceedings to which the CFTC is not a party.
19 Defendant shall take all necessary steps to ensure that all of his agents, servants,
20 employees, contractors and attorneys understand and comply with this agreement.

21 II.

22 **FINDINGS OF FACT**

23 The following findings of fact and conclusions of law are binding insofar as
24 they relate to defendant Richard Matthews, Jr., but are not binding
25 insofar as they relate to the other defendants in this action. *with*

26 10. Defendant White Pine Trust Corporation ("White Pine") was a foreign
27 exchange trading firm operating in the San Diego area. Defendant Richard Matthews
28 Jr. ("Matthews") is the founder and managing director of White Pine, having

1 established White Pine in 1999 as a foreign exchange trading firm. Matthews was
2 directly involved in the development of the website, www.whitepinetrust.com, and the
3 solicitation materials. Matthews, among others, solicited customers at trade shows
4 nationwide, was a signatory on White Pine's operating accounts, and was primarily
5 responsible for the overall day-to-day operation of White Pine.

6 11. Prior to its removal, White Pine's website, along with other advertising
7 and solicitation materials provided to potential customers, purported to offer
8 customers the opportunity to use foreign currency options as hedges, among other
9 things. Defendants offered to manage the trading of customer funds in foreign
10 currency accounts, and falsely represented that customers could expect steady
11 returns on their investments while downplaying the risk of loss.

12 12. Specifically, Defendants solicited potential customers to invest in White
13 Pine's Pinnacle Capital Fund, both through attending trade shows nationwide and
14 through White Pine's former website. Defendants replicated the promotional
15 materials given to customers on White Pine's website. On both the White Pine
16 website and in other solicitation materials for the Pinnacle Capital Fund, Defendants
17 boasted an eight-year cumulative performance record of 591%, while simultaneously
18 guaranteeing that 75% of its customers' investments are protected from loss each
19 month.

20 13. Defendants told one prospective customer at a September 2002 trade
21 show that their fund had approximately 20-30% return on investment. Based upon
22 profit representations made by Defendants, this customer invested over \$300,000 in
23 White Pine. Defendants also directed the investors to White Pine's website so that
24 they could monitor their personal accounts. All references to White Pine's website
25 were made in spite of the fact that Defendants knew that the White Pine website was
26 fictitious.

27 14. White Pine's promotional materials also fraudulently touted the
28 experience and educational background of the account managers, promising that

1 "your account manager [is] at least on the same educational plateau as corporate
2 treasures (sic) and international bankers."

3 15. In soliciting these customers purportedly to trade foreign currency and
4 foreign currency options on their behalf, first through direct solicitation materials and
5 subsequently by referring the customers to its website, Defendants made the
6 following misrepresentations of material facts:

- 7 a. All funds are separated and maintained in a "client funds
8 account" and are not commingled with White Pine's operating
9 accounts;
10 b. All customer accounts are held outside White Pine at regulated
11 broker dealers;
12 c. White Pine has been in the business for eight years with a
13 cumulative performance record of 591%, covering the time
14 period of 1995 to 2004; and
15 d. White Pine account managers have specialized trading
16 expertise.

17 16. These representations created the impression that White Pine was a
18 legitimate firm. However, these statements are false, in that:

- 19 a. Customer funds were neither separated nor maintained in the
20 clients' name; rather, funds are deposited into operating
21 accounts in White Pine's name or otherwise commingled with
22 other funds, where some funds were misappropriated and used
23 for business and personal expenses;
24 b. White Pine was not in existence in 1995-1998, since it was
25 formed in 1999; and
26 c. The White Pine account managers possessed little knowledge
27 of, or expertise in trading foreign currency and/or foreign
28 currency options.

17. White Pine customers sent money directly to White Pine. Customers
either wired money directly into White Pine's operating accounts, or wrote personal
checks made out to White Pine Trust Corporation, which Defendants then deposited
into White Pine's operating accounts. Defendants gave customers promotional
materials that referred them to White Pine's website so customers could track their
account. Customers also received monthly account statements on White Pine's

1 Pinnacle Capital Fund letterhead. The customer account statements did not indicate
2 the specific trading executed, where the purported trading occurred, or where the
3 customer funds were deposited.

4 18. Defendants also utilized fictitious testimonials made by individuals who
5 purported to be actual White Pine investors. In fact, Defendants were, at all times,
6 aware that such individuals were not investors with White Pine, and that their
7 testimonials were entirely false.

8 19. The foreign currency options contracts and options trading offered by
9 White Pine have not been conducted or executed on or subject to the rules of a
10 contract market, or a foreign board of trade. White Pine is not an appropriate
11 counterparty under the Act for the alleged transactions herein, and certain customers
12 solicited by White Pine were not eligible contract participants.

13 **III.**

14 **CONCLUSIONS OF LAW**

15 1. This Court has jurisdiction over the subject matter of this action and all
16 parties hereto pursuant to Section 6c of the Act which authorizes the Commission to
17 seek injunctive relief against any person whenever it shall appear that such person
18 has engaged, is engaging or is about to engage in any act or practice constituting a
19 violation of any provision of the Act or any rule, regulation or order thereunder.

20 2. Venue properly lies with this Court pursuant to Section 6c of the Act.

21 3. This Court has personal jurisdiction over the Defendant, who has
22 acknowledged service of the Complaint and consented to the Court's jurisdiction over
23 him.

24 4. The Commission and the Defendant have agreed to this Court's
25 retention of continuing jurisdiction over each of them for the purpose of enforcing the
26 terms of this stipulation.

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1 5. By the conduct set forth in this stipulation above, Defendant violated
2 Section 4c(b) of the Act, 7 U.S.C. § 6c(b)(2002), and Regulations 1.1, 32.9 and
3 32.11, 17 C.F.R. §§ 1.1 and 32.9 (2004) in that in or in connection with an offer to
4 enter into, the entry into, the confirmation of, the execution of, or the maintenance of
5 commodity options transactions, the Defendant cheated, defrauded, or deceived or
6 attempted to cheat, defraud, or deceive, other persons, by misappropriating customer
7 funds, and by making false, deceptive, or misleading representations of material facts
8 and by failing to disclose material facts necessary to make other facts they disclosed
9 not misleading. Furthermore, the aforementioned conduct of the Defendant violated
10 17 C.F.R. § 32.11 because the foreign currency options transactions White Pine
11 purports to offer were not conducted on or subject to the rules of a designated
12 contract market or foreign board of trade. Thus, the Defendant offered illegal options
13 transactions.

14 IV.

15 **STIPULATION AND ORDER FOR PERMANENT INJUNCTION, RESTITUTION,**
16 **AND CIVIL MONETARY PENALTY**

17 1. Defendant shall be permanently restrained, enjoined and prohibited
18 from directly or indirectly:

- 19 a. engaging in conduct, in violation of Section 4c(b) of the Act,
20 7 U.S.C. § 6c(b)(2002), and Regulations 1.1, 32.9 and 32.11,
21 17 C.F.R. §§ 1.1, 32.9 and 32.11 (2004); and
22 b. soliciting funds for, engaging in, controlling, or directing the
23 trading of any commodity futures or options accounts for or on
24 behalf of any other person or entity, whether by power of
25 attorney or otherwise;

24 2. Defendant is permanently restrained, enjoined and prohibited from
25 directly or indirectly:

- 26 a. trading on or subject to the rules of any
27 registered entity;
28 b. engaging in, controlling or directing the trading
for any commodity futures, security futures,

1 options, options on futures, or foreign currency
2 options account for or on behalf of any other
3 person or entity, whether by power of attorney or
4 otherwise; and

- 5 c. applying for registration or claiming exemption
6 from registration with the Commission in any
7 capacity, and engaging in any activity requiring
8 such registration or exemption from registration
9 with the Commission, except as provided for in
10 Regulation 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9)
11 (2004), or acting as a principal, agent or any
12 other officer or employee of any person
13 registered, exempted from registration or required
14 to be registered with the Commission, except as
15 provided for in Regulation 4.14 (a)(9), 17 C.F.R.
16 § 4.14(a)(9) (2004). This includes, but is not
17 limited to, soliciting, accepting or receiving any
18 funds, revenue or other property from any
19 person, giving commodity trading advice for
20 compensation, except as provided for in Regulation
21 4.14 (a)(9), 17 C.F.R. § 4.14(a)(9) (2004), or
22 soliciting prospective customers, related to the
23 purchase or sale of any commodity futures,
24 security futures, options, options on futures, or
25 foreign currency futures.

15 3. Defendant is further permanently enjoined from entering into any
16 commodity futures or options transactions for his own personal account, for any
17 account in which he has a direct or indirect interest and/or having any commodity
18 interests traded on his behalf.

19 4. The injunctive provisions of this stipulation shall be binding upon the
20 Defendant, upon any person insofar as he or she is acting in the capacity of officer,
21 agent, servant, employee or attorney of the Defendant, and upon any person who
22 receives actual notice of this stipulation, by personal service or otherwise, insofar as
23 he or she is acting in active concert or participation with the Defendant.

24
25 **IT IS FURTHER ORDERED THAT DEFENDANT RICHARD MATTHEWS, JR PAY**
26 **RESTITUTION AND A CIVIL MONETARY PENALTY:**

27 1. RESTITUTION: Upon entry of this stipulation, Defendant Richard
28 Matthews Jr. ("Defendant") is liable for, and a judgment is entered against him for

1 restitution to investors in the amount of \$14,767,579.76, payable according to the
2 instructions set forth in the Judgment rendered against Defendant in Case No. 04-
3 CR-3162-JM, plus pre-judgment interest of \$1,287,162.29. Post-judgment interest
4 after the date of this stipulation until the restitution is paid in full shall be paid at the
5 post-judgment interest rate set forth in 28 U.S.C. § 1961. Investors shall be repaid in
6 the amounts set forth in Attachment A, which is incorporated by reference into this
7 stipulation and order. Restitution shall be reduced by any additional amounts
8 recovered from Defendant's assets held by, or recovered by the Receiver, as a result
9 of restitution Judgment rendered against Defendant Matthews in the Criminal Action
10 Case No. 04-CR-3162-JM. The Receiver, Robb Evans and Assoc., shall propose to
11 the Court a restitution plan for distribution of assets currently held in receivership, as
12 well as any other assets available for distribution. The restitution plan shall identify
13 the persons entitled to restitution, the amount each person is entitled to receive, a
14 procedure for giving notice to investors, and the manner in which distribution shall be
15 made.

16 2. CIVIL MONETARY PENALTIES: Upon entry of this stipulation,
17 pursuant to § 6c of the Act, 7 U.S.C. § 13a-1 (2002), Defendant Richard Matthews,
18 Jr. is liable for and judgment shall be entered against him for a civil monetary penalty
19 of \$14,767,579.76 plus post-judgment interest. Interest after the date of this
20 stipulation until the civil monetary penalty is paid in full shall be paid at the post-
21 judgment interest rate set forth in 28 U.S.C. § 1961. Defendant Matthews shall pay
22 such civil monetary penalty by electronic funds transfer, or by U.S. postal money
23 order, certified check, bank cashier's check, or bank money order, made payable to
24 the Commodity Futures Trading Commission, and sent to Dennese Posey, Division
25 of Enforcement, Commodity Futures Trading Commission, Three Lafayette Centre,
26 1155 21st Street, N.W., Washington, D.C. 20581, under cover of a letter that identifies
27 Defendant and the name and docket number of the proceeding; Defendant shall
28

1 simultaneously transmit a copy of the cover letter and the form of payment to the
2 Director, Division of Enforcement, Commodity Futures Trading Commission, at the
3 following address: 1155 21st Street, NW, Washington, D.C. 20581. All payments of
4 the civil monetary penalty shall be paid to the US Treasury. Any payments made by
5 the Defendant shall be applied first to the restitution order, then to the Civil Monetary
6 Penalty, once the restitution has been satisfied.

7 3. PARTIAL PAYMENTS: All sums collected from Defendant pursuant to
8 this stipulation will first go toward restitution and then toward the civil monetary
9 penalty. Any acceptance by the Plaintiff of partial payment of Defendant's restitution
10 and/or civil monetary obligations, shall not be deemed a waiver of his obligation to
11 make further payments pursuant to this stipulation, or a waiver of the Plaintiff's right
12 to seek to compel payment of any remaining balance.

13 4. THIRD-PARTY BENEFICIARIES: Pursuant to Rule 71 of the Federal
14 Rules of Civil Procedure, each of the individuals identified in Attachment A is
15 explicitly made an intended third-party beneficiary of this stipulation and may seek to
16 enforce obedience of this stipulation to obtain satisfaction of any portion of the
17 restitution amount which has not been paid by Defendant, to ensure continued
18 compliance with any provision of this stipulation and to hold Defendant in contempt
19 for any violations of any provision of this stipulation.

20 5. COLLATERAL AGREEMENTS: Defendant shall immediately notify the
21 Commission if he makes or has previously made any agreement with any investor
22 obligating him to make payments outside of this stipulation. He shall also provide
23 immediate evidence to the Court and the Commission of any payments made
24 pursuant to such agreement.

25 6. TRANSFER OF ASSETS: Defendant shall not transfer or cause others
26 to transfer funds or other property to the custody, possession, or control of any other
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1 person for the purpose of concealing such funds from the Court, the Commission or
2 any investor until the restitution amounts have been paid in full.

3 V.

4 **MISCELLANEOUS PROVISIONS**

5 1. If any provision of this stipulation or the application of any provision or
6 circumstance is held invalid, the remainder of this stipulation, and the application of
7 the provision to any other person or circumstance, shall not be affected by the
8 holding.

9 2. Upon being served with copies of this stipulation and order after entry
10 by the Court, the Defendant shall sign an acknowledgment of such service and serve
11 such acknowledgment on the Commission within seven (7) calendar days.

12 3. This Court shall retain jurisdiction of this action in order to implement
13 and carry out the terms of all orders and decrees that may be entered herein, to
14 entertain any suitable application or motion for additional relief within the jurisdiction
15 of this Court, and to assure compliance with this stipulation and order.

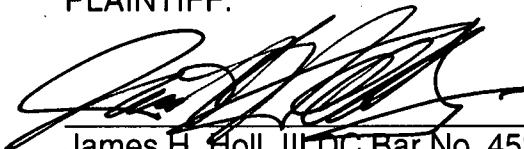
16 4. All notice required to be given by any provision in this stipulation and
17 order shall be sent by certified mail, return receipt requested, as follows:

18 James H. Holl, III
19 Commodity Futures Trading Commission
20 1155 21st Street, NW
21 Washington, DC 20581
22 Telephone (202) 418-5000
23 Facsimile (202) 418-5538

24 5. In the event that Defendant changes his residential or business
25 telephone number(s) and/or address(es) at any time, he shall provide written notice
26 of the new number(s) and/or address(es) to the Commission within ten calendar days
27 thereof.
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PLAINTIFF:

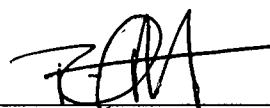


James H. Holl, III DC Bar No. 453473
U.S. Commodity Futures Trading
Commission
1155 21st Street, NW
Washington, DC 20581
Telephone (202) 418-5000
Facsimile (202) 418-5538

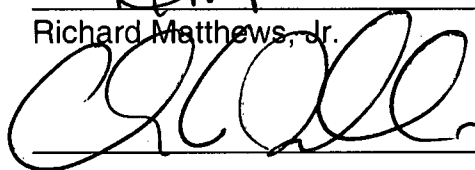
ATTORNEYS FOR THE PLAINTIFF

U.S. COMMODITY FUTURES TRADING
COMMISSION

DEFENDANT:



Richard Matthews, Jr.



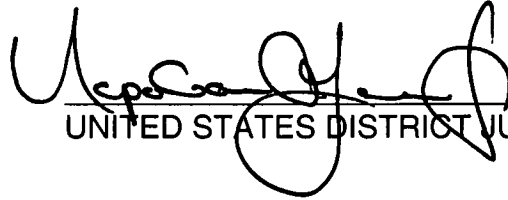
Charles LaBella, Esq.
La Bella & McNamara, LLP
401 West "A" Street, Suite 1150
San Diego, CA 92101
Telephone: (619) 696-9200
Facsimile: (619) 696-9269

ORDER

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The Court, being fully advised in the premises, and finding good cause and no just reason for delay, hereby approves the parties' agreement. The Court hereby orders entry of the permanent injunction and ancillary relief against defendant Richard Matthews, Jr. as set forth herein.

SO ORDERED, this 27th day of Nov, 2006, at San Diego, CA.


UNITED STATES DISTRICT JUDGE

ATTACHMENT A

EXHIBIT "A"

Acct#	Name	Address 1	Address 2	Restitution
P-0044004	ALAN D. FARRAR	322 QUEENS MIRROR CIRCLE	CASSELBERRY, FL 32707	9,282.72
P-0044594	ALBERT L. HUFF	102 MELBA COURT	SOQUEL, CA 94073	75,000.00
P-0044230	ALVIN & MELVA GARAWAY ANDREW L. MYERS JR AND VICKIL L. MYERS	2 HIGH SIERRA DRIVE	HENDERSON, NV 89074	25,000.00
P-0043976	ANDREW L. MYERS JR.	42123 SOUTHERN HILLS DRIVE	TEMECULA, CA 92591	25,000.00
P-0043986	ANDREW STEVE PAPPAS	42123 SOUTHERN HILLS DRIVE	TEMECULA, CA 92591	33,801.04
P-0044001	ANDREW STEVE PAPPAS	4927 MONTCLAIR AVENUE	CHARLOTTE, NC 28211	20,000.00
P-0043937	ANDY R. ANDRESON	3201 16TH AVE NE	SEATTLE, WA 98105	20,000.00
P-0043914	ANGIE L. ANDRESON	2623 NW 56th ST, UNIT B	SEATTLE, WA 98107	25,000.00
P-0044329	ANNEMARIE WAECHTER	69411 RAMON RD #627	CATHEDRAL CITY, CA 92234	212,951.24
P-0043672mb	ANNEMARIE WAECHTER & ILONA WEBSTER	69411 RAMON RD, #627	CATHEDRAL CITY, CA 92234	(148,525.01)
P-0043790	ANTHONY DAVID MASSA SR.	7683 GLENBROOK COURT	PLEASANTON, CA 94588	70,000.00
P-0044143	ARTHUR E. MOHL	4011 EUCLID LN	RICHTON PARK, IL 60471	131,248.79
P-0044340	ARTHUR F. MOHL, JR.	4011 EUCLID LANE	RICHTON PARK, IL 60471	205,528.04
P-0043775	ARTHUR R. ALLEN	4601 BURKE DRIVE	METARIE, LA 70003	203,432.27
P-0043924	ATHEN Y. HONG	10393 LANSDALE AVENUE	CUPERTINO, CA 95014	45,393.37
P-0044015	BARBARA G BURRIS	PO BOX 312	KANOSH, UT 84637	7,000.00
P-0044017	BARBARA G BURRIS	PO BOX 312	KANOSH, UT 84637	13,961.43
P-0044316	BERTIL ENSTROM	1035 SANDERS DRIVE	MORAGA, CA 94556	26,932.19
P-0044066	BRANTLEY T. AND PATRICIA C. NEWSOM	2313 LOCKHILL SELMA ROAD #274	SAN ANTONIO, TX 78230	30,000.00
P-0044145	CAROL G. KEIOLA	PO BOX 344	BARAGA, MI 49808	25,000.00
P-0044503	CAROL M. MONTGOMERY	380 LIBERTY STREET	SAN FRANCISCO, CA 94114	56,180.34
P-0044143	CHARLES L. STELLBERGER	PO BOX 607	CRESTED BUTTE, CO 81224	75,000.00
P-0044272	CHARLES PACE	5350 W. FIREOPAL WAY	TULSON, AZ 85742	90,000.00
P-0044232	CHARLES SUDBERRY	1403 VERANDA CIR.	MURFREESBORO, TN 37130	35,000.00
P-0044235	CHESTER & MARILYN HARTER	480 N. FIRST STREET	GROVER BEACH, CA 93433	25,000.00
P-0043948	CHRIST H. HEPP	17381 CRIEGHTON DRIVE	CHAGRIN FALLS, OH 44023	20,000.00
P-0044423	CHRISTOPHER CHOW	2065 ROCKFORD AVE	REDWOOD CITY, CA 94065	25,000.00
P-0044482	CHRISTOPHER SMITH	145 SPRINGWORLD AVENUE	SAN ANSELMO, CA 94960	25,000.00
P-0044362	CLAUDIA WALTERS	4495 PHILBROOK SQUARE	SAN DIEGO, CA 92130	23,204.47
P-0043749	DAN DOWLING	P.O. Box 75000	DAVIS, CA 95617	575,000.00
P-0044243	DANIEL C. MCNEIT	5927 16TH AVENUE SW	SEATTLE, WA 98126	34,554.00
P-0043973	DANIEL R. BOHLMANN	41-800 WASHINGTON ST, B105	BERMUDA DUNES, CA 92203-8155	24,335.40
P-0043810	DANIEL ROBERT BOHLMANN	41-800 WASHINGTON ST, B105	BERMUDA DUNES, CA 92203-8155	50,000.00
P-0044280	DAVID & DIANE SETTERHOLM	275 MT. QUAY DR. NW	ISSAQUAH, WA 98027	50,000.00
P-0044207	DAVID BARTLEBAUGH	402 MORRISON AVE	WATERLOO, IL 62298	50,000.00
P-0043676	DAVID DERBY	6223 BUFFALO RUN	LITTLETON, CO 80125-9047	80,000.00
P-0046593	DAVID W. SOMERO	53 WHEELER RD	IPSWICH, NH 03071	100,000.00
P-0044331	DEWAYNE & CATHY LEE	5114 SANDIE DR	AMARILLO, TX 79109	100,000.00
P-0044471	DOMENIC FANDETTI	3780 MYKONOS LANE #36	SAN DIEGO, CA 92130	25,000.00
P-0044069	DOMINIC J & ELAINE F DAMORE	122 PARK PL W	SHIPPENSBURG, PA 17257	29,000.00
P-0044581	DON J. ONG & ELLEN ONG	27043 SILVERMOON LANE	RANCHO PALOS VERDES, CA 90275	45,000.00
P-0044119	DON P. WILLIAMS	2425 BALD RIDGE DRIVE	HUNTSVILLE, AL 35811	20,000.00
P-0043933	DONALD KARL KINELL	3043 SANTA RITA AVENUE	LOS ALTOS, CA 94022	20,000.00
P-0044103	DONALD L. COOKE	6671 E. WHISTLING MESQUITE TRAIL	SCOTTSDALE, AZ 85263	121,315.59
P-0043677	DOUGLAS RITELD	826 W. SAGE SPARROW CIRCLE	HIGHLANDS RANCH, CO 80129	53,000.00
P-0043969	DR. MAINECK S. WADIA	418 PASEO LAREDO S.	CATHEDRAL CITY, CA 92234	25,000.00
P-0043796	DR. MAINECK S. WADIA	1660 LUNETA DRIVE	DEL MAR, CA 92014-2435	295,000.00
P-0043952	DREW E. O'KANE & PATRICK A. O'KANE	8532 TERRACE DRIVE	DEL CERRITO, CA 94530	20,000.00
P-0043763	EARL DEGENER	6789 W. OBANNON DRIVE	LAS VEGAS, NV 89166	34,000.00
P-0044022	EARL W. AND EVELYN G. CONNELL	78046 CALLE NORIE	LA QUINTA, CA 92253	200,000.00
P-0044035	EDWARD AND JANET DRAPER	38709 RELLEE WAY	ZEPHYR HILLS, FL 33540	33,000.00
P-0044228	EDWARD BURRIS	5342 HARRIS CIRCLE	DUNWOODY, GA 30338	25,000.00
P-0043768	ELLIOTT NORRIS	60 OXFORD	IRVINE, CA 92612	30,000.00
P-0044257	ERIC & TANYA WONG	2627 WESTBROADWAY AVE #61	ANAHEIM, CA 92804	5,000.00

EXHIBIT "A"

Acct#	Name	Address 1	Address 2	Resolution
P-0044116	ERIC C & JUDITH A DISBROW	3640 FAIRWAY DRIVE	CAMERON, CA 95682	50,000.00
P-0043936	EUGENE AND TAMRA BLAKE	6425 S.W. DOUGLAS ROAD (PO BOX 6)	DOVER, KS 66420-0008	169,000.00
P-0043913	EUGENE N. KOSELKE	5370 N.E. CAMANO DR #5 BOX 143	CAMANO ISLAND, WA 98282-7279	75,000.00
P-0043777	FRANCIS XAVIER STANTON, JR.	1327 CAMINITO BATEA	LA JOLLA, CA 92037	60,000.00
P-0044445	FREDERICK E. & MARJORIE C. GEISERT	977 AARON AVENUE	RAINBOW ISLAND, WA 98110	33,000.00
P-0043776	GAIL T. HUFF	102 MELBA COURT	SOQUEL, CA 95073	90,415.72
P-0044593	GARY E. & COLETTE H. SULLIVAN	2513 VAN GOGH DRIVE	MODESTO, CA 95336	50,000.00
P-0044528	GEORGE & MARGARET PATTERSON	2405 BERNARDO AVE	ESCONDIDO, CA 92029	1,000,000.00
P-0044242	GERALD T. MATTOX	31108 NALCREST ROAD #6585	NALCREST, FL 33856	20,000.00
P-00416812	GERHARD & ANNEMARIE WAECHTER	3407 N. OOTKA LOOP	BLAINE, WA 98230	211,486.85
P-0043672/Primary	GERHARD & ANNEMARIE WAECHTER	69411 RAMON RD #627	CATHEDRAL CITY, CA 92234	(150,121.49)
P-0043954	GEROLD BARE	609 25TH AVENUE	COUNCIL BLUFFS, IA 51501-7464	108,655.30
P-0044150	GILBERT JAVIER	8412 139TH STREET	REDMOND, WA 98052	50,000.00
P-0044435	GISELA RIVERA	6927 BLUE ORCHID LANE	CARLSBAD, CA 92009	53,639.03
P-0043777/Sub	GORDON L.K. WONG	3575 GRIFFITH PARK BLVD.	LOS ANGELES, CA 90027	10,000.00
P-0043721	GORDON L.K. WONG	4495 PHILBROOK SQUARE	SAN DIEGO, CA 92130	61,000.00
P-0044152	GRANT & CLAUDIA WALTERS	50 NORTH HILL RD	NORTH HAVEN, CT 06473	45,000.00
P-0043973	GREGORY M. BORSOI	4249 EAST LAKE SAMMAMISH LANE SE	SAMMAMISH, WA 98075	218,000.00
P-0044193	GRETCHEN L. KEITHLY	1388 ALKI AVENUE SW, SUITE 504	SEATTLE, WA 98116	100,000.00
P-0044568	HANS HINGST	6011 EUCLID LANE	VENICE, FL 34292	56,600.00
P-0044372	HARRY ROBERTS	920 JACINTO W	ELKTON, MD 21921-8164	20,000.00
P-0047593	HEIDI HOLLAWAY	89 PRINCEVILLE LANE	LAS VEGAS, NV 89113	150,000.00
P-0044002	I & D MARDEN NOMINEE TRUST	16291 COUNTRYSS DRIVE #319	HUNTINGTON BEACH, CA 92649-1939	500,000.00
P-0044053	IRWIN SAMELMAN	7817 MILLHOPPER AVENUE	LAS VEGAS, CA 89128	34,500.00
P-0044120	JACK L. HAYDEN	8753 WALTON OAKS DRIVE	BLOOMINGTON, MN 55938	25,000.00
P-0043767	JAMES & ALICE FITZPATRICK	621 GARDEN RD	DAYTON, OH 45419	25,000.00
P-0044065	JAMES A. LEBBY			
P-0044233	JAMES G. BULGRIN AND SUSAN L. BULGRIN			
P-0044018	JAMES L. KING	54051 SOUTHERN HILLS	LA QUINTA, CA 92253	218,660.16
P-0044036	JAMES L. KING	5305 MUD LAKE ROAD	BELLEVEUE, MI 49021	100,000.00
P-0044302	JAMES LYLE	1727 VIA GIANNI-TURCO	FALLBROOK, CA 92028	25,000.00
P-0044567	JASON COULTHARD	7150 W. MAPLE RIDGE DRIVE	TUCSON, AZ 85743	45,155.99
P-0044424	JEFF AKRISH	14822 NE 64TH STREET	REDMOND, WA 98052	237.50
P-0044170	JEN DER & ATHEN HONG	10393 LANDSDALE AVE	CUPERTINO, CA 95014	35,000.00
P-0044326	JEROME & SHARON SHAFER	3100 N. OCEAN BLVD #2201	FT. LAUDERDALE, FL 33308	100,000.00
P-0044131	JERRY & SUSAN LUNDLI	17746 15TH AVE. NW	STORELINE, WA 98177	90,000.00
P-0043970	JOANNE MARUSZEWSKI	42332 SAND DUNE DRIVE	PALM DESERT, CA 92211	30,000.00
P-0043670	JOEL & PEGGY QUARTEMONT	3053 MARIGOLD DRIVE	FAIRFIELD, CA 94533-1166	200,000.00
P-0044661	JOEL & PEGGY QUARTEMONT	3053 MARIGOLD DRIVE	FAIRFIELD, CA 94533-1166	13,165.00
P-0044253	JOHN & KATHRYN ARMSTRONG	940 ELSINORE DRIVE	PALO ALTO, CA 94303	25,000.00
P-0044590	JOHN BARZAN	3504 REGENCY PARK DR	MODESTO, CA 95356	50,000.00
P-0044418	JOHN GORDON	380 LIBERTY STREET	SAN FRANCISCO, CA 94114-2921	30,000.00
P-0044148	JOHN J. KUCERA	14996 ROSB CREEK LANE	RIVERTON, UT 84065	30,000.00
P-0043936	JOHN SILVER	100 LOCKWOOD DRIVE	SAN RAFAEL, CA 94901	30,000.00
P-0044392	JOHN TAYLOR	212A NORRIS CANYON PLACE	SAN RAMON, CA 94583	35,000.00
P-0044449	ION LA POINTE OR DOROTHY LA POINTE	N 98 W 5785 OXFORD DR.	CEDARBURG, WI 53102	50,000.00
P-0044021	JOSEPH AND BEVERLY CALDWELL	38725 CALLE DE COMPANERO	MURRIETA, CA 92562	50,000.00
P-0044578	JOSEPH W. GRIFFIN	245 EAST 87TH STREET, APT 12B	NEW YORK, NY 10128	75,000.00
P-0043770	JUDITH RICKMAN	4939 N.E. 37th St.	KANSAS, MO 64117	14,894.00
P-0044003	JULIE A. YOUNG	711 SENECA MEADOWS ROAD	WINTER SPRINGS, FL 32708	10,000.00
P-0044446	KARL GONG	1221 COPPER PEAK LANE	SAN JOSE, CA 95120	35,000.00
P-0043808	KATHLEEN M. & L. DAVE CUNNINGHAM	1556 SISSYOU DRIVE	WALNUT CREEK, CA 94598	22,500.00
P-0043926	KATHLEEN M. & L. DAVE CUNNINGHAM	PO BOX 312	WALNUT CREEK, CA 94598	6,490.00
P-0044463	KEITH BURRIS	PO BOX 312	KANOSH, UT 84637	32,218.00
P-0044016	KEITH L. BURRIS	PO BOX 312	KANOSH, UT 84637	7,000.00
P-0044091	KEITH L. BURRIS	PO BOX 312	KANOSH, UT 84637	(2,218.02)

EXHIBIT "A"

Acct#	2004 Name	Address 1	Address 2	Resitution
P-0044032	KEITH L BURRIS	PO BOX 312	KANOSH, UT 84607	242,120.87
P-0044330	KELSEY & TRISH HUNTER	54077 OAK HILL	LA QUINTA, CA 92253	152,781.43
P-0044425	KENNETH E. FERGUSON	1109 W. GLEN OAKS LANE, STE 114	MEGUON, WI 53092	100,000.00
P-0044229	KEVIN JOHN	PO BOX 1381	LAKE FOREST, CA 92609	40,000.00
P-0043927	L. DAVE CUNNINGHAM	1536 SISSYU DRIVE	WALNUT CREEK, CA 94598	6,990.00
P-0044404	ILANSDON WEGAND	5516 1/2 MARSHALL STREET	OAKLAND, CA 94608	19,400.40
P-0043762/Sub	LARRY & DIANA BENJAMIN	4100 Woodcliff Road	Sherman Oaks, CA 91403	5,000.00
P-0043762/Primary	LARRY & DIANA BENJAMIN	4100 Woodcliff Road	Sherman Oaks, CA 91403	39,875.01
P-0044037	LAWRENCE ZWEIG	7790 E. VIA DE VIVA	SCOTTSDALE, AZ 85258	25,000.00
P-0044039	LEE W. DOUGLAS	9779 MARINE VIEW DRIVE	MUKILTEO, WA 98275	110,000.00
P-0044040	LEE W. DOUGLAS	9779 MARINE VIEW DRIVE	MUKILTEO, WA 98275	100,000.00
P-0044579	LEILA J BARZAN & RICHARD D BARZAN	7231 LANGWORTH	OAKDALE, CA 95361	25,000.00
P-0044146	LEO L. NIEMELA	PO BOX 845	BARAGA, MI 49908	25,000.00
P-0044205	LINDA COULSTON	5038 NORTH 51ST PLACE	PARADISE VALLEY, AZ 85253	3,494.26
P-0043988	LOTUS PARTNERS, LLC, Norrad Hingo	PO BOX 3458	RENO, NV 89505	25,000.00
P-0044324	LOWELL E. SCHULZ	857 ISLAND POINT LANE	CHAPIN, SC 29036	23,072.30
P-0044183	LYN BLAKLEY GRANT	4448 E CAMELBACK RD, #12	PHOENIX, AZ 85018	25,000.00
P-0043792	MADY SCHRUBARTH	112 RAVENHILL ROAD	ORINDA, CA 94563-2702	40,000.00
P-0044304	MANAGEMENT RESEARCH CORPORATION, Richard Nicholson	1119 WRANGLER WAY	LOVELAND, CO 80537	25,000.00
P-0044033	MARCIA A. ANDERSON	837 SENIOR WAY	SACRAMENTO, CA 95831	99,015.76
P-0043774/Primary	MARK DOREN CRANE	545 BURNETT AVENUE #101	SAN FRANCISCO, CA 94131	45,000.00
P-0043775	MARTIN & JOYCE NASH	2739 IVERNNESS DRIVE	LA JOLLA, CA 92037	325,000.00
P-0044158	MARVIN IMBER	29280 BERMUDA LANE	SOUTHFIELD, MI 48076	25,000.00
P-0043793	MARVYN & JOYCE ANDERSON	32296 LAKEVIEW ROAD NE	COULEE CITY, WA 99115	200,000.00
P-0044130	MARY A. GREENE	6306 IDA LANE	JAMESTOWN, PA 16134	162,500.00
P-0047594	MARY A. GREENE	6306 IDA LANE	JAMESTOWN, PA 16136	50,000.00
P-0043931	MARY ANNE BUCHANAN	250 N. SNOW CANYON DRIVE, #45	IVINS, UT 84738	20,000.00
P-0044580	MELVIN E. HATHAWAY, JR.	4967 HARVEST RD	COLORADO SPRINGS, CO 80317	25,000.00
P-0044582	MERWAN S. IRANI	2604 WINDMILL VIEW RD	EL CAJON, CA 92020	25,000.00
P-0043794	MICHAEL KOREK	132 HAMILTON COURT	LOS ALTOS, CA 94022	500,000.00
P-0044472	MITCHELL LEVITTS	9931 E. PASO MASADA	TUCSON, AZ 85747	40,000.00
P-0044105	MR & MRS BARBER	5900 126TH AVENUE SE	BELLEVUE, WA 98006	47,366.62
P-0044104	MR & MRS WINTERS	9520 EKWANOK DRIVE	DESERT HOT SPRINGS, CA 92240	100,000.00
P-0043772	MR & MRS. JOHNSON	2541 SUN-MOR AVENUE	MOUNTAIN VIEW, CA 94040	40,000.00
P-0044537	MR. & MRS. TSUTOMU & YOKO SASAKI	500 LENORA STREET, SUITE # 131	SEATTLE, WA 98121	50,000.00
P-0044109	MR. CLINTON E. VOGUS	4733 LONOKE LANE	JONESBORO, AR 72404	83,600.00
P-0044681	MR. CLINTON E. VOGUS	4733 LONOKE LANE	JONESBORO, AR 72404	294,881.00
P-0044106	MR. DAVID HOLZMAN	2930 HOLYROOD DRIVE	OAKLAND, CA 94611	55,000.00
P-0044169	MR. JEFFERY PRINDLE	43329 W CHILSOLM DRIVE	MARICOPA, AZ 85239	25,000.00
P-0044107	MR. ROBERT L. BUTLER	861 ISLAND POINT LANE	CHAPIN, SC 29036	95,000.00
P-0043761	MURRAY COOPER	4822 1/2 HAYLEY DRIVE	CASTRO VALLEY, CA 94546	30,000.00
P-0044079	NELSON G. FREEMAN	1345 W. BRAEWOOD AVE	HIGHLANDS RANCH, CO 80129	318,000.00
P-0043972	NORMAN RODER	302 RIDGE TRAIL DRIVE	CHESTERFIELD, MO 63017	301,000.00
P-0043953	PATRICK A. & LOIS E. O'KANE	8532 TERRACE DRIVE	EL CERRITO, CA 94530	20,000.00
P-0044254	PATRICK O'CONNOR	1008 ONYX ROAD	LIVERMORE, CA 94550	30,000.00
P-0043675	PAUL & VICKIE MORALES	33801 WASHINGTON STREET	WINCHESTER, CA 91296	141,500.00
P-0044693	PAUL NOBBE	217 N. MAIN STREET	WATERLOO, IL 92298	50,000.00
P-0044536	PETER RICHARD HENNING & MAXINE S.	11257 NORTH EAST 37TH PLACE	BELLEVUE, WA 98004	25,000.00
P-0044034	PHILIP A. BERNSTEIN	13830 SE SOMERSET LANE	BELLEVUE, WA 98006	125,000.00
P-0044034/Sub	PHILIP A. BERNSTEIN & LUISA RECALCATI	13830 SE SOMERSET LANE	BELLEVUE, WA 98006	125,000.00
P-0044394	PHILIP WIEGAND	5516 1/2 MARSHALL STREET	OAKLAND, CA 94608	100,000.00
P-0044405	PHILIP WIEGAND	5516 1/2 MARSHALL STREET	OAKLAND, CA 94608	16,602.04
P-0043766	PHILIP TAN	181 EASTMOOR AVENUE	DALEY CITY, CA 94015	45,000.00
P-0044217	RANDALL & PAMELA MEIER	PO BOX 1987	LALACHUA, FL 32616	25,000.00

EXHIBIT "A"

Acct#	2004 Name	Address 1	Address 2	Restitution
P-0044448	RANDALL MEIER	PO BOX 1987	ALACHUA, FL 32616	25,000.00
P-0043678	RANDY ZELO	101 LYNN HAVEN DRIVE	APEX, NC 27502	42,538.13
P-0043778	RAY SANDBERG	6 CORTE FRESCA	MORAGA, CA 94556	200,000.00
P-0044303	RAYNOLD & EDLA LEFOLA	1103 FONTI MARKET	MARQUETTE, MI 49855	25,000.00
P-0044746	RICHARD D. TAIT	3312 81ST PLACE SE.	MERCER ISLAND, WA 98040-3034	50,000.00
P-0043673	RICHARD KLEIN	7155 OLD KATY ROAD, SUITE 100	HOUSTON, TX 77024	50,000.00
P-0044258	RICHARD LOUCKS	715 NW RITCHIE STREET	PULLMAN, WA 99163	50,000.00
P-0044034	RICHARD W. COULSTON	6038 NORTH 51ST PLACE	PARADISE VALLEY, AZ 85253	166,769.01
P-0044204	RICHARD W. COULSTON	6038 NORTH 51ST PLACE	PARADISE VALLEY, AZ 85253	3,492.28
P-0044281	RICK & CANDY COLLI	90778 SOUTHVIEW LANE	FLORENCE, OR 97439	25,000.00
P-0046501	ROBERT & LILY LEE LIVING TRUST	403 MAIN STREET, # 712	SAN FRANCISCO, CA 94105	50,000.00
P-0044419	ROBERT KELLER	391 SILVERGATE AVENUE	SAN DIEGO, CA 92106	50,000.00
P-0044063	ROBERT L. OSBORNE	688 BROWN BEAR COURT	WINTER SPRINGS, FL 32708	25,094.47
P-0044144	ROGER E. AND M. ELLEN POUNDSTONE	15226 N 10TH ST.	PHOENIX, AZ 85022	95,893.03
P-0044282	ROGER K. HONG & JEN DER HONG	10393 LANSDALE AVENUE	CUPERTINO, CA 95014	30,000.00
P-0044206	ROGER NOORHOEK	4121 VIA MARINA, #108	MARINA DEL REY, CA 90291	25,000.00
P-0043955	RUFUS J. WILLIAMS	2454 STOUT	DENVER, CO 80205	25,000.00
P-0044447	SANDRA KINGERY	1662 OHWAI PLACE	HONOLULU, HI 96821	25,000.00
P-0044583	SCR Enterprises, Inc., Rick Metcalfe	3431 EQUESTRIAN TRAIL	PHOENIX, AZ 85044	87,000.00
P-0044653	SHARON KAY VOGUS	4731 LONOKELANE	JONESBORO, AR 72404	100,000.00
P-0043583	SHUANG HUO & TRUDY YU-HONG HUO	756 LAS LOMAS DRIVE	MILPITAS, CA 95035	50,000.00
P-0044533	STANLEY & CAROLYN GRAVES	16800 SHORE DRIVE NE	SEATTLE, WA 98155	45,000.00
P-0044415	STANLEY & ERICA ZACK	3656 PASEO VISTA FAMOSA	RANCHO SANTA FE, CA 92067	80,000.00
P-0044064	STANLEY COULTHARD	4525 E. CORONADO DRIVE	TUCSON, AZ 85718	200,000.00
P-0043959	SUSAN BULGRIN	54031 SOUTHERN HILLS	LA QUINTA, CA 92253	27,515.64
P-0043773	T & C MANAGEMENT AND INVESTMENT LTD CORPORATION - DR. SHUANG HUO	756 LAS LOMAS DRIVE	MILPITAS, CA 95036	20,000.00
P-0043797	TATIANA ALBERTOVNA KOCHIKINA	WEDENSKOGO 242 8197	MOSCOW RUSSIA 117279	50,000.00
P-0043925	THE BURRS FAMILY TRUST DATED JANUARY 29, 1991, ATTN: KEITH & BARBARA BURRS	PO BOX 312	KANOSH, UT 84637	87,000.00
P-0043987	THE DAVID WILL SONTERO REVOCABLE GRANTOR TRUST	51924 CANAL ROAD	HOUGHTON, MI 48931	110,000.00
P-0044556	THE GERALD D. CAMPBELL REVOCABLE TRUST	PO BOX 350	PINE GROVE, CA 95665	25,000.00
P-0044132	THE REMINGTON FAMILY TRUST, LOWELLE & ALLENE REMINGTON	6545 SOUTH 1580 EAST	SALT LAKE CITY, UT 84121-2516	45,000.00
P-0043990	THEODORE F. & GEORGIA M. SCHWANDT	PO BOX 6357	INALCREST, FL 33856-6357	30,000.00
P-0044460	THEODORE S. OCKELS	117 WILDERNESS LANE	LAFAYETTE, CA 94549-3335	25,000.00
P-0044525	THERESA M. SCHULZ	857 ISLAND POINT LANE	CHAPIN, SC 29036	28,613.62
P-0044023	THOMAS AND FRANCES REYES	1468 WINSTON COURT	UPLAND, CA 91786	25,000.00
P-0043779	THOMAS G. BUNTING	3983 ESCALA COVE	OCEANSIDE, CA 92054	45,000.00
P-0044450	TIMOTHY J. WANG	422 36TH AVENUE	SAN FRANCISCO, CA 94121	237.50
P-0043747	TOM P. GAMWELL	730 SOUTH DELAWARE	BARTLESVILLE, OK 74003	110,000.00
P-0044038	VAN C. STEVERSON	18105 SECOND STREET	FOUNTAIN VALLEY, CA 92708	39,163.76
P-0044393	VICTOR & MARY ZUJIZIN	702 LAKE WASHINGTON BLVD NE	BELLEVUE, WA 98004	25,000.00
P-0044071	VINCENT A. & NANCY L. SPAYALE	10641 E SAN SALVADOR DRIVE	SCOTTSDALE, AZ 85258	25,000.00
P-0044270	VIRGINIA SANDBERG	6 CORTE FRESCA	MORAGA, CA 94556	25,000.00
P-0043764	WALTER & KUNIKO DIPP	9950 EL GRANITO AVE	LA MESA, CA 91941	25,000.00
P-0044014	WALTER OGLE	500 OCEAN DRIVE, W-3B	JUNO BEACH, FL 33408	25,000.00
P-0043989	WELDON G. FROST TRUSTEE	721 BINNACLE POINT DRIVE	LONGBOAT KEY, FL 34228	25,000.00
P-0044371	WENDY SAMELMAN	89 PRINCEVILLE LANE	LAS VEGAS, NV 89113	50,000.00
P-0044422	WILLIAM & WOODIE JOERINE BELLERS	10341 SAM NEIL ROAD	SALADO, TX 76571	45,000.00
P-0043958	WILLIAM A. KRAUSE	TRUSTEE OF THE KRAUSE FAMILY TRUST DTD 9/03/99	49125 SERENATA COURT	25,000.00
P-0043791	WILLIAM HAMMERBECK	56441 COLUMBIA RIVER HWY	WARREN, OR 97105	30,000.00
P-0044382	WILLIAM J. CRIQUI	5138 SILVER CHARM TERRACE	WESLEY CHAPEL, FL 33544	25,000.00

EXHIBIT "A"

Acc#	2004 Name	Address 1	Address 2	Restitution
P-0044470	WILLIAM R. & ADELE Y WALSH	1306 S WESTCHESTER STREET	WEST MILWAUKEE, WI 53214-3648	100,000.00
P-0044417	WILLIAM W. VAN WAY	251 KEARNY ST., SUITE 500	SAN FRANCISCO, CA 94108	50,000.00
P-0043950	WING Y. AND MARGARET CHIN JT TEN	8204 GONDOLA DRIVE	ORLANDO, FL 32809-6735	30,000.00
P-0043971	YVONNE E. WILSON	7617 TIMBER RIVER CIRCLE	ORLANDO, FL 32807	10,000.00
			TOTALS	15,329,292.17
	Net restitution for Annemarie Wechter on accts. P-0044339, P-0043672/pub: \$64,126.21			
	Net restitution for Gerhard & Annemarie Wechter on accts. P-0043681.2, P-0043672/primary: \$61,365.36			
	Net restitution for Keith Burris on accts. P-0044493, P-0044016, P-0044091, P-0044052: \$279,130.78			

1 LA BELLA & MCNAMARA, LLP
CHARLES G. LA BELLA (SBN 183448)
2 JOHN D. KIRBY (SBN 149496)
KRISHNA G. HANEY (SBN 229652)
3 401 West "A" Street, Suite 1150
San Diego, California 92101
4 Tel: (619) 696-9200
Fax: (619) 696-9269

5 Attorneys for Defendant
6 Richard Matthews

7
8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 COMMODITY FUTURES TRADING
11 COMMISSION,

Case No.: 04CV2093-J

12 Plaintiff,

DECLARATION OF SERVICE

13 vs.

14 WHITE PINE TRUST CORPORATION, a
California corporation, and RICHARD
15 MATTHEWS, an individual, and
STEPHEN BAERE, and individual,

16 Defendants,

17 LUCIA MATTHEWS, an individual,

18 Relief Defendant.
19

20 I, Linh Quach, declare as follows:

21 I am an employee of a member of the bar of this Court at whose direction the service was
22 made in the County of San Diego, State of California. I am over the age of 18 and not a party to the
23 within action; my business address is: 401 West "A" Street, Suite 1150, San Diego, California 92101.

24 On October 20, 2006, I served the following document(s) described as:

25 **STIPULATION OF PERMANENT INJUNCTION AND ANCILLARY RELIEF AGAINST**
26 **DEFENDANT RICHARD MATTHEWS, JR; AND ORDER THEREON**

27 X MAIL by causing a true copy thereof to be placed in a sealed envelope with postage thereon
28

1 fully prepaid to be placed in the United States mail at San Diego, California addressed as indicated
2 below. I am "readily familiar" with this firm's practice of collection and processing correspondence for
3 mailing. It is deposited with the U.S. Postal Service on that same day in the ordinary course of
4 business.

5 Richard Matthews
6 Inmate # 25863-018
7 Yankton Federal Prison
8 1016 Douglas Avenue
9 Yankton, South Dakota 57078
10 Tel: 605-665-3262

**Attorneys for Plaintiff Commodity Futures
Trading Commission**

8 James H. Holl, III, Esq.
9 Rachel Entman, Esq.
10 Erin E. Vespe, Esq.
11 Commodity Futures Trading Commission
12 1155 21st Street, N.W.
13 Washington, DC 20581
14 Tel: 202-418-5000
15 Fax: 202-418-5523

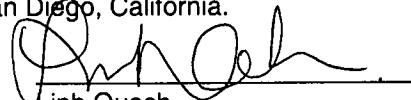
16 _____ **FACSIMILE** by causing such document to be transmitted by facsimile machine to the
17 office(s) of the parties indicated herein. The facsimile machine used complied with Rule 2003 and no
18 error was reported by the machine.

19 _____ **OVERNITE EXPRESS / FEDERAL EXPRESS** by causing a true copy thereof to be placed in
20 a sealed envelope addressed to the office(s) of the parties indicated hereinbelow fully prepaid to be
21 placed in Overnight Express / Federal Express delivery service box at 401 West "A" Street, San Diego,
22 California. I am "readily familiar" with this firm's practice of collection and processing correspondence
23 for Overnight Express / Federal Express service. It is deposited with Overnight Express / Federal
24 Express on that same day in the ordinary course of business.

25 _____ **BY PERSONAL SERVICE** by causing a true and correct copy of the aforementioned
26 document(s) to be delivered to the parties on the attached service list this date by Diversified Legal
27 Services, Inc.

28 I declare under penalty of perjury under the laws of the United States that the foregoing is
true and correct.

Executed this 20th day of October, 2006 in San Diego, California.


Linh Quach