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6 Attorneys for the Receiver

7 IN THE SUPERIOR COURT FOR THE STATE OF ARIZONA

8 IN AND FOR THE COUNTY OF MARICOPA

9 ARIZONA CORPORATION
COMMISSION,

10 Plaintiff,

11 v.

12
13 TREND MANAGEMENT GROUP,
INC.; TREND CAPITAL, L.L.C.,

14 Defendants.
15

Cause No. CV 2006-016822

PETITION NO. 52

PETITION FOR ORDER APPROVING
SETTLEMENT AGREEMENT WITH
LOREN DENTON

(Assigned to Judge A. Craig Blakey, II)

16 Peter S. Davis, as the court appointed Receiver, respectfully petitions the Court as
17 follows:

18 1. On November 20, 2006, this Court entered its *Order Appointing Receiver*,
19 which appointed Peter S. Davis as Receiver of Trend Management Group, Inc., Trend
20 Capital, LLC and The Trend Group, Inc. ("Receivership Order"). As the Court appointed
21 Receiver, Mr. Davis is authorized to receive and collect all monies due and owing Trend

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1 Management Group, Inc., Trend Capital L.L.C. and the Trend Group Inc. ("Receivership
2 Entities").

3 2. The Receivership Entities sold approximately \$16,000,000.00 of unregistered
4 securities to over 375 investors nationwide. These unregistered securities, called
5 "Certificates of Participation" were sold and/or brokered by the Defendants. Defendants and
6 representatives of the Receivership Entities represented that the proceeds from the sale of the
7 "Certificates of Participation" were to be used for the purchase of interests in distressed
8 consumer debt receivable pools.

9 3. The Receivership Entities were not registered to sell securities in Arizona.

10 4. The "Certificates of Participation" sold by the Receivership Entities, through
11 the Trend Agents, were not registered securities in Arizona.

12 5. Instead of utilizing investors' money from the purchase of "Certificates of
13 Participation" for the purchase of distressed consumer debt receivable pools as promised, the
14 Receivership Entities diverted such monies to undisclosed non-authorized uses. Such uses
15 included, but are not limited to, making personal loans to the Receivership Entities'
16 principals, paying "interest" and other gains to earlier the Receivership Entities' investors and
17 paying sales commissions to Defendants, and each of them, on the sale of such unlicensed
18 securities.

19 6. Defendants, and each of them, did not disclose to the individual investors, that
20 the "Certificates of Participation" were not registered securities, or that a portion of
21 investments were to be used as personal loans to the principals of the Receivership Entities.

1 7. The funds paid to the Receivership Entities which were returned to investors
2 and paid to Trend agents were not derived from legitimate business activities but from the
3 principle investments of other investors. Accordingly, the Receivership Entities conducted a
4 Ponzi scheme in which "profits" and commissions were distributed to earlier or other
5 investors or derived from the funds invested by other investors and not from the business
6 operations of the Receivership Entities. Receivership Entities utilized these proceeds to pay
7 commissions to the Trend agents for soliciting investors. These payments to the Trend agents
8 facilitated the violations of law committed by the Receivership Entities.

9 8. In exchange for the Trend Agents' solicitation of investors for Receivership
10 Entities' "Certificates of Participation", the Trend agents received commission payments of
11 five to eight percent (5% - 8%) of the total investment made.

12 9. Before offering the "Certificates of Participation" from Receivership Entities
13 for sale to investors, the Trend agents did not review or analyze any financial statements of
14 Receivership Entities or conduct any due diligence with respect to the licensing or status of
15 the securities being offered for sale by Receivership Entities or its overall financial condition.

16 10. The Receiver has demanded the Trend agents return commissions they each
17 received for the facilitation of the Trend securities to the Estate.

18 11. Pursuant to paragraph 18 of the Receivership Order, the Receiver is authorized
19 to compromise obligations which may be owed to the Receivership. Accordingly, the
20 Receiver has entered into the following settlement agreement:

21

1 12. The Receiver included Mr. Denton in his Complaint filed against the Trend
2 agents for the return of commissions paid by the Receivership Entities, as well as, additional
3 claims for the return of principal investment which was assigned to the Receiver by the
4 investor/victims of the Trend scheme. The Receiver identified commission payments from
5 Trend to Mr. Denton totaling \$25,323.99.

6 13. As part of the settlement negotiation, Mr. Denton provided a Sworn Statement
7 of Financial Condition and substantial supporting documentation illustrating an inability to
8 pay the full amount claimed by the Receiver. Accordingly, Mr. Denton and the Receiver
9 reached an agreement that Mr. Denton would pay \$20,259.00 to the Receiver representing
10 approximately eighty-percent of the commissions received. (A true and correct copy of the
11 agreement is attached hereto as Exhibit A). Mr. Denton has already made the initial payment
12 of \$6,000 and all subsequent monthly payments required under the settlement.

13 14. Additional terms of the settlement between the Receiver and Mr. Denton
14 (“Parties”) include:

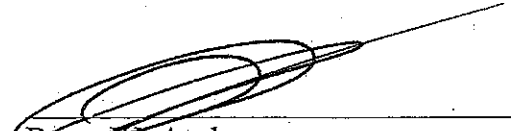
- 15 (a) The Receiver will petition this Court for approval of the settlement agreements
16 and that the agreements are contingent upon the approval of this Court;
- 17 (b) The Receiver releases the Parties from any and all claims of any kind or nature
18 arising out of the Trend fraud;
- 19 (c) The Parties release the Receiver from any and all claims of any kind or nature
20 arising out of the Trend fraud;
- 21

- 1 (d) The agreements shall be governed by, construed, interpreted, and enforced in
2 accordance with the laws of the State of Arizona;
- 3 (e) Any dispute concerning the interpretation of the agreements shall be submitted
4 to and decided exclusively by this Court;
- 5 (f) In the event of default the Receiver is entitled to liquidated damages in the
6 amount of \$250,000.00 representing the damages suffered by the individual
7 investors who purchased Trend Investments from Mr. Denton.
- 8 (g) In the event of any future litigation between the Parties to the agreements in
9 which the enforcement of the agreements is sought, the prevailing party or
10 parties with respect to issues relating to the agreements will be entitled to
11 recover their reasonable attorney's fees and costs from the other parties.

12 WHEREFORE, the Receiver respectfully requests that the Court enter an order
13 approving the settlement agreement between the Receiver and Loren Denton.

14 Respectfully submitted this 16th day of January, 2009.

15 GUTTILLA MURPHY ANDERSON, P.C.

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17
18 
19 Ryan W. Anderson
Steven R. Napoles
Attorneys for the Receiver

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between Peter S. Davis, in his capacity as receiver of Trend Management Group, Inc., Trend Capital, LLC and Trend Group, Inc. ("Receiver"), and Loren Denton (referred to as "Denton"). The Receiver and Evans hereinafter may be collectively referred to as the "Parties."

Recitals

Whereas on November 20, 2006, Peter S. Davis was appointed receiver in an action assigned Cause No. CV 2006-016822, styled *Arizona Corporation Commission v. Trend Management Group, Inc., et al.*, and pending before the Arizona Superior Court for Maricopa County ("Receivership Action" and "Receivership Court," respectively);

Whereas the defendants in the Receivership Action and others operated a Ponzi investment scheme to raise funds from investors through the sale of interests in consumer credit card debt portfolios ("Trend Investment");

Whereas the Receiver has determined that Denton was paid \$25,323.90 in commissions from sale of the Trend Investment.

Whereas on August 29, 2008, the Receiver filed an action in the Arizona Superior Court for Maricopa County entitled *Davis v. Advantage Longterm Care, et al.*, Cause No. CV2008-021008 ("Litigation"), in which the Receiver seeks among other things, a judgment against Denton seeking a judgment for the amount of commissions paid to Denton and the amount of damages suffered by the investors to whom Denton sold the Trend Investment; and

Whereas on October 15, 2008, Denton entered into a settlement with the State of Illinois ("Illinois Agreement") File No. 0700002, relating to the Trend Investment in the amount of \$12,725.64, which shall be paid to the Receiver under the terms of that agreement.

Whereas the parties desire to settle all claims related to the Litigation between them set forth herein.

Terms

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. The Parties hereby incorporate the foregoing Recitals as if part of the agreement. The Parties further incorporate the terms and conditions of the Illinois Agreement relating to Denton's obligation to pay such sums as they are fully set forth herein. A copy of Illinois Agreement is attached as Exhibit A.
2. Denton shall pay the total amount of \$20,259.00 to the Receivership Estate. The initial \$12,725.64 shall be paid under the terms of the Illinois Agreement, with the balance being paid in installments, with all payments made payable to "Peter S. Davis, Receiver" and mailed to the Receiver's counsel, as follows:

Exhibit A

<u>Due Date</u>	<u>Amount</u>
Illinois Total Payment	\$12,725.64
a. August 25, 2009	\$538.10
b. September 25, 2009	\$538.10
c. October 25, 2009	\$538.10
d. November 25, 2009	\$538.10
e. December 25, 2009	\$538.10
f. January 25, 2010	\$538.10
g. February 25, 2010	\$538.10
h. March 25, 2010	\$538.10
i. April 25, 2010	\$538.10
j. May 25, 2010	\$538.10
k. June 25, 2010	\$538.10
l. July 25, 2010	\$538.10
m. August 25, 2010	\$538.10
n. September 25, 2010	\$538.10
Total:	\$20,259.00

3. This Agreement is conditioned on the approval of the Agreement by the Receivership Court.

4. Within ten days of the Receivership Court's approval of this Agreement, the Receiver shall voluntarily dismiss with prejudice all claims asserted against Denton in the Litigation.

5. In the event that Denton fails to timely make any of the payments required in paragraph no. 1 of this Agreement, Denton hereby agrees that all remaining sums due hereunder shall become immediately due and payable to the Receivership Estate. Denton further acknowledges and agrees that for and in consideration of this Agreement, in addition to the foregoing sum that the Receiver shall be entitled to recover liquidated damages in the amount of \$250,000.00 representing the damages suffered by the investors from Trend Investment sold by Denton. Denton further acknowledges and agrees that the liquidated damages contained herein are reasonable.

6. The parties hereto acknowledge that this Agreement is being made by each party of its own free choice, without any inducement offered in any way other than the express agreements contained in this Agreement. The parties further state that in entering into this Agreement, each party has had the opportunity to consult with an attorney of that party's own choice regarding the benefits and detriments of entering into this Agreement. The parties hereby acknowledge that this Agreement was prepared by the Receiver's counsel as a matter of convenience only and that in the event of any dispute, it shall be considered as to have been mutually prepared by the parties.

7. This Agreement contains the full and complete agreement of the parties hereto, and all prior negotiations and agreements pertaining to the subject matter hereof

are merged into this Agreement. No amendment, waiver, or discharge in any provision of all or any part of the Agreement shall be valid unless such amendment, waiver or discharge is in writing and duly executed by all parties to this Agreement, or their authorized agents.

8. In the event that any term or provision of this Agreement is found to be void, the remaining portions of it shall continue to be in effect and binding upon the parties.

9. The parties hereto warrant and represent that none of them has sold, assigned, granted, or otherwise transferred to anyone not a party hereto, any right, privilege, or cause of action, or any part thereof, arising out of or otherwise connected with the subject matter or terms of this Agreement.

10. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

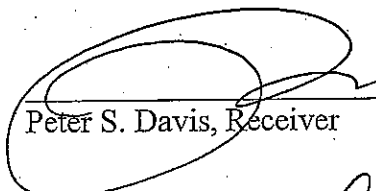
11. This Agreement is entered into in the State of Arizona, and shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Arizona. Any dispute concerning the interpretation of this Agreement shall be submitted to and decided exclusively in the Arizona Superior Court for Maricopa County.

12. The person signing this Agreement on behalf of any party to this Agreement, hereby warrants and represents that the person is authorized to sign this Agreement and make the promises and grant the releases contained herein on behalf of the respective entity and that such person has the power to bind the respective entity.

13. In the event of any future litigation between the parties to this Agreement in which the enforcement of this Agreement is sought, the prevailing party or parties with respect to issues relating to the Agreement shall be entitled to recover their reasonable attorneys' fees and costs from the other party or parties.

14. All parties to this Agreement have read this Agreement and fully understand and comprehend its meaning and binding effect.

Dated: 1/2/09


Peter S. Davis, Receiver

Dated: 12/30/08


Loren Denton

Stipulation to Consent Order

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6. Waive any rights he may have to judicial review by any court by way of suit, appeal or extraordinary remedy resulting from the entry of the Consent Order;
7. Acknowledges, while neither admitting or denying the truth thereof, that the following allegations shall be adopted as the Secretary of State's Findings of Fact:
 - a. That Respondent, Raymond Loren Denton, is an individual with a last known address of 4306 Grand Ave., Joplin, Missouri 64804;
 - b. That on or about June 9, 2004, the Respondent, Raymond Loren Denton, offered and sold to EH, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$100,000; that in return for said investment, EH would receive an investment return of 8.15% annually for 60 months;
 - c. That on or about August 3, 2004, the Respondent, Raymond Loren Denton, offered and sold to LD, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$25,000; that in return for said investment, LD would receive an investment return of 8.15% annually for 60 months;
 - d. That on or about June 17, 2004, the Respondent, Raymond Loren Denton, offered and sold to EG, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$17,094; that in return for said investment, EG would receive an investment return of 8.15% per annum for 60 months;
 - e. That on or about September 14, 2004, the Respondent, Raymond Loren Denton, offered and sold to JK, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$30,000; that in return for said investment, JK would receive an investment return of 8.15% annually for 60 months;
 - f. That on or about August 23, 2004, the Respondent, Raymond Loren Denton, offered and sold to MC, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of

Stipulation to Consent Order

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\$30,000; that in return for said investment, MC would receive an investment return of 8.15% annually for 60 months;

- g. That on or about August 12, 2004, the Respondent, Raymond Loren Denton, offered and sold to HC, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$10,000; that in return for said investment, HC would receive an investment return of 8.15% annually for 60 months;
- h. That the Respondent represented that the purchase of the aforementioned membership agreement and "Certificate of Participation" purportedly allowed the investor to participate in the profits of Trend Management Group, Inc., Trend Capital, LLC, and/or Trend Group, Inc., whose business included the purchase of credit card debt for pennies on the dollar and the subsequent collection on said credit card debt, the profits from which would fund and/or pay for the aforementioned investment returns;
- i. That each of the aforementioned "Certificate of Participation" is an investment contract and therefore is a security as that term is defined pursuant to Section 2.1. of the Illinois Securities Law of 1953 [815 ILCS 5/1 et seq.] (the "Act");
- j. That Section 5 of the Act provides, inter alia, that all securities except those exempt under Section 3 of the Act or those offered and sold in transactions exempt under Section 4 of the Act shall be registered with the Secretary of State prior to their offer or sale in the State of Illinois;
- k. That Section 12.A of the Act provides, inter alia, that it shall be a violation of the Act for any person to offer or sell securities except in accordance with the provisions of the Act;
- l. That Section 12.D of the Act provides, inter alia, that it shall be a violation of the Act for any person to fail to file with the Secretary of State any document or application required to be filed under the provision of the Act;

stipulation to Consent Order

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- m. That at all times relevant hereto, the Respondent, Raymond Loren Denton, failed to file an application for registration of the above-referenced securities with the Secretary of State prior to their offer or sale in the State of Illinois;
- n. That Section 11.E(2) of the Act provides, inter alia, that if the Secretary of State shall find that any person has violated subsection D of Section 12 of the Act, the Secretary of State may by written order prohibit the person from offering or selling any securities in this State;
- o. That Section 11.E(3) of the Act provides, inter alia, that if the Secretary of State shall find that any person is engaging or has engaged in the business of selling or offering for sale securities as a dealer or salesperson without prior thereto and at the time thereof having complied with the registration or notice filing requirements of this Act, the Secretary of State may by written order prohibit the person from offering or selling any securities in this State;
- p. That Section 11.E(4) of the Act provides, inter alia, that if the Secretary of State, after finding that any provision of the Act has been violated, may impose a fine as provided by rule, regulation or order not to exceed \$10,000.00 for each violation of the Act, as well as the costs of investigation and reasonable expenses;
- q. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, is subject to a fine of up to \$10,000.00 per violation, costs of investigation, reasonable expenses, an order of censure, and an order which permanently prohibits the Respondent from offering or selling securities in the State of Illinois.
8. Acknowledges, while neither admitting or denying the truth thereof, that the following shall be adopted as the Secretary of State's Conclusions of Law:

Stipulation to Consent Order

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- a. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, has violated Sections 12.A and 12.D of the Act;
 - b. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, is subject to an Order which permanently prohibits him from offering and/or selling securities in the State of Illinois.
9. Acknowledges and agrees that Respondent desires to resolve this matter absent further administrative action;
 10. Acknowledges and agrees that the Respondent shall be permanently prohibited from offering and/or selling securities in the State of Illinois;
 11. Acknowledges and agrees that The Respondent shall pay a total of \$12,725.64 to the receiver of Trend, Peter S. Davis (hereinafter, "Receiver"), said sum reflecting the initial total of the 6% commission which Respondent received as a result of the sale of the aforesaid investment contracts to the following Illinois investors: James Keaster in the amount of \$1,800, Merle Cane in the amount of \$1,800, Eddie Howard in the amount of \$6,000, Harry Clark in the amount of \$600, Louise Davis in the amount of \$1,500, and Edith Gerry in the amount of \$1,025.64; said payment is to be made as follows: Respondent shall, within 30 days of the entry of the aforesaid Consent Order, pay an initial payment of \$6,000 to the aforesaid Receiver, and will pay to the Receiver the remaining balance in 9 monthly payments of \$747.29 to be paid by the end of each month following the month that the aforesaid initial payment was made for a period of 9 months, that each payment is to be made by certified cashier's check payable to Peter S. Davis, Receiver of Trend, and sent to Peter S. Davis, Simon Consulting LLC, The Great American Tower, 3200 North Central, Suite 850, Phoenix, Arizona 85012, and that a copy of said payment check will be mailed in a timely manner to Illinois Department of Securities, 350 Seright, Suite C, Harrisburg, Illinois 62946;
 12. Acknowledges and agrees that this Stipulation is entered into freely and voluntarily and that no employee or representative of the Secretary of State has made any promise or representation to induce its execution, including

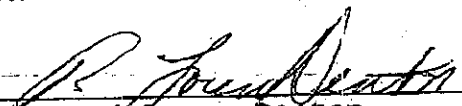
Stipulation to Consent Order

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without limitation, any promises or representations with regard to:

- a. civil or criminal liability arising from the facts underlying this matter;
- b. immunity from any such civil or criminal liability; or
- c. immunity from further action by the Securities Secretary of State, Illinois Securities Department with respect to violations not connected with the facts underlying this matter, whether recited in this stipulation or otherwise made known to the Illinois Securities Department by the Respondent.

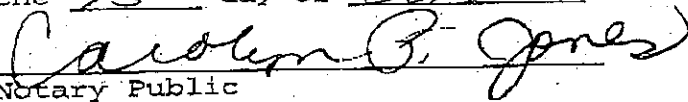
DATED: This day of , 2008



 Raymond Loren Denton

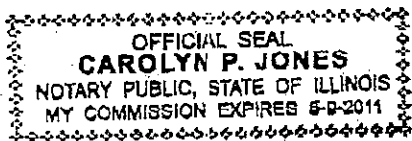
Subscribed and sworn to before me

the 15th day of October.



 Notary Public

MY COMMISSION EXPIRES 5-9-2011



Consent Order

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a total amount of \$100,000; that in return for said investment, EH would receive an investment return of 8.15% annually for 60 months;

3. That on or about August 3, 2004, the Respondent, Raymond Loren Denton, offered and sold to LD, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$25,000; that in return for said investment, LD would receive an investment return of 8.15% annually for 60 months;
4. That on or about June 17, 2004, the Respondent, Raymond Loren Denton, offered and sold to EG, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$17,094; that in return for said investment, EG would receive an investment return of 8.15% per annum for 60 months;
5. That on or about September 14, 2004, the Respondent, Raymond Loren Denton, offered and sold to JK, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$30,000; that in return for said investment, JK would receive an investment return of 8.15% annually for 60 months;
6. That on or about August 23, 2004, the Respondent, Raymond Loren Denton, offered and sold to MC, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$30,000; that in return for said investment, MC would receive an investment return of 8.15% annually for 60 months;
7. That on or about August 12, 2004, the Respondent, Raymond Loren Denton, offered and sold to HC, an Illinois resident, a membership agreement and "Certificate of Participation" for a total amount of \$10,000; that in return for said investment, HC would receive an investment return of 8.15% annually for 60 months;
8. That the Respondent represented that the purchase of the aforementioned membership agreement and "Certificate of Participation" purportedly allowed the investor to participate in the profits of Trend Management Group, Inc., Trend Capital, LLC, and/or Trend Group, Inc., whose business included the purchase of credit card debt for pennies on the dollar and the subsequent collection on said credit card

Consent Order

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debt, the profits from which would fund and/or pay for the aforementioned investment returns;

9. That each of the aforementioned "Certificate of Participation" is an investment contract and therefore is a security as that term is defined pursuant to Section 2.1. of the Illinois Securities Law of 1953 [815 ILCS 5/1 et seq.] (the "Act");
10. That Section 5 of the Act provides, inter alia, that all securities except those exempt under Section 3 of the Act or those offered and sold in transactions exempt under Section 4 of the Act shall be registered with the Secretary of State prior to their offer or sale in the State of Illinois;
11. That Section 12.A of the Act provides, inter alia, that it shall be a violation of the Act for any person to offer or sell securities except in accordance with the provisions of the Act;
12. That Section 12.D of the Act provides, inter alia, that it shall be a violation of the Act for any person to fail to file with the Secretary of State any document or application required to be filed under the provision of the Act;
13. That at all times relevant hereto, the Respondent, Raymond Loren Denton, failed to file an application for registration of the above-referenced securities with the Secretary of State prior to their offer or sale in the State of Illinois;
14. That Section 11.E(2) of the Act provides, inter alia, that if the Secretary of State shall find that any person has violated subsection D of Section 12 of the Act, the Secretary of State may by written order prohibit the person from offering or selling any securities in this State;
15. That Section 11.E(3) of the Act provides, inter alia, that if the Secretary of State shall find that any person is engaging or has engaged in the business of selling or offering for sale securities as a dealer or salesperson without prior thereto and at the time thereof having complied with the registration or notice filing requirements of this Act, the Secretary of State may by written order prohibit the person from offering or selling any securities in this State;

Consent Order

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16. That Section 11.E(4) of the Act provides, inter alia, that if the Secretary of State, after finding that any provision of the Act has been violated, may impose a fine as provided by rule, regulation or order not to exceed \$10,000.00 for each violation of the Act, as well as the costs of investigation and reasonable expenses;
17. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, is subject to a fine of up to \$10,000.00 per violation, costs of investigation, reasonable expenses, an order of censure, and an order which permanently prohibits the Respondent from offering or selling securities in the State of Illinois.

WHEREAS, the Respondent has acknowledged, while neither admitting or denying the truth thereof, that the allegations contained in paragraph eight (8) of the Stipulation shall be adopted as the Secretary of State's Conclusions of Law as follows:

1. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, has violated Sections 12.A and 12.D of the Act;
2. That by virtue of the foregoing, the Respondent, Raymond Loren Denton, is subject to an Order which permanently prohibits him from offering and/or selling securities in the State of Illinois.

WHEREAS, the Respondent shall pay a total of \$12,725.64 to the receiver of Trend, Peter S. Davis (hereinafter, "Receiver"), said sum reflecting the initial total of the 6% commission which Respondent received as a result of the sale of the aforesaid investment contracts to the following Illinois investors: James Keaster in the amount of \$1,800, Merle Cane in the amount of \$1,800, Eddie Howard in the amount of \$6,000, Harry Clark in the amount of \$600, Louise Davis in the amount of \$1,500, and Edith Gerry in the amount of \$1,025.64; said payment is to be made as follows: Respondent shall, within 30 days of the entry of the aforesaid Consent Order, pay an initial payment of \$6,000 to the aforesaid Receiver, and will pay to the Receiver the remaining balance in 9 monthly payments of \$747.29 to be paid by the end of each month following the month that the aforesaid initial payment was made for a period of 9 months, that each payment is to be made by certified cashier's check payable to Peter S. Davis, Receiver of Trend, and sent to Peter S. Davis, Simon Consulting

Consent Order

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LLC, The Great American Tower, 3200 North Central, Suite 850, Phoenix, Arizona 85012, and that a copy of said payment check will be mailed in a timely manner to Illinois Department of Securities, 350 Seright, Suite C, Harrisburg, Illinois 62946;

NOW THEREFORE IT IS HEREBY ORDERED THAT:

1. The foresaid allegations contained in the Stipulation shall be and are hereby adopted as the Secretary of State's Findings of Fact and Conclusions of Law;
2. The Respondent shall be permanently prohibited from offering and/or selling securities in the State of Illinois;
3. The Respondent shall pay a total of \$12,725.64 to the receiver of Trend, Peter S. Davis (hereinafter, "Receiver"), said sum reflecting the initial total of the 6% commission which Respondent received as a result of the sale of the aforesaid investment contracts to the following Illinois investors: James Keaster in the amount of \$1,800, Merle Cane in the amount of \$1,800, Eddie Howard in the amount of \$6,000, Harry Clark in the amount of \$600, Louise Davis in the amount of \$1,500, and Edith Gerry in the amount of \$1,025.64; said payment is to be made as follows: Respondent shall, within 30 days of the entry of the aforesaid Consent Order, pay an initial payment of \$6,000 to the aforesaid Receiver, and will pay to the Receiver the remaining balance in 9 monthly payments of \$747.29 to be paid by the end of each month following the month that the aforesaid initial payment was made for a period of 9 months, that each payment is to be made by certified cashier's check payable to Peter S. Davis, Receiver of Trend, and sent to Peter S. Davis, Simon Consulting LLC, The Great American Tower, 3200 North Central, Suite 850, Phoenix, Arizona 85012, and that a copy of said payment check will be mailed in a timely manner to Illinois Department of Securities, 350 Seright, Suite C, Harrisburg, Illinois 62946;

ENTERED: This 15th day of October, 2008.

Jesse White JP
JESSE WHITE

TOTAL P.13

Consent Order

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Secretary of State
State of Illinois

NOTICE: Failure to comply with the terms of this Order shall be a violation of Section 12(D) of the Illinois Securities Law of 1953 [815 ILCS 5] (the "Act"). Any person or entity who fails to comply with the terms of this Order of the Secretary of State, having knowledge of the existence of this Order, shall be guilty of a Class 4 felony.

Attorney for the Secretary of State
Johan Schripsema
Illinois Securities Department
350 Seright, Suite C
Harrisburg, Illinois 62946
Telephone: (618) 253-2007

Hearing Officer:
Jon K. Ellis
Attorney at Law
1035 South 2nd Street
Springfield, Illinois 62704