

**STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
SECURITIES DIVISION**

IN THE MATTER OF DETERMINING ) Order No.: S-13-1167-13-CO01  
whether there has been a violation of the )  
Securities Act of Washington by: )  
)  
Envision Retirement, LLC; ) CONSENT ORDER AS TO ENVISION RETIREMENT, LLC  
Cirrus Partners, Inc.; ) AND STEPHEN J. BARRETT  
MRG International, Inc.; )  
Stephen J. Barrett; )  
Respondents. )

On October 25, 2013, the Securities Administrator of the State of Washington issued Statement of Charges and Notice of Intent to Enter Order to Cease and Desist, to Impose Fines, to Charge Costs, and to Revoke Registrations (“Statement of Charges”) S-13-1167-13-SC01 against Envision Retirement, LLC, Cirrus Partners, Inc., MRG International, Inc., and Stephen J. Barrett (hereafter, “Respondents”). The Securities Division, Department of Financial Institutions, State of Washington, and Respondents Envision Retirement, LLC and Stephen J. Barrett do hereby agree to this CONSENT ORDER in settlement of the above-captioned matter. Respondents Envision Retirement, LLC and Stephen J. Barrett each neither admit nor deny the Findings of Fact and Conclusions of Law as stated below.

**FINDINGS OF FACT**

Respondents

1. Envision Retirement, LLC (“Envision”) (IARD no. 117337) is an inactive Washington limited liability company formed on June 26, 2006 and administratively dissolved on October 3, 2011. Envision is registered in Washington as an investment adviser. Envision previously maintained a principal place of business in Kingston, Washington. Envision is the successor of Stephen Barrett’s original advisory business, Redmond Investment Group, Inc., which Barrett first registered in the State of Washington as an investment adviser in November 1999.

2. Stephen J. Barrett (“Barrett”) (CRD no. 2575118) is a Washington resident who has been registered as an investment adviser representative in Washington since 1999. Barrett is president, the sole member, and sole owner, of Envision.

1 3. MRG International, Inc. (“MRG”) is a Nevada corporation formed on or around October 10,  
2 2006 that previously maintained a principal place of business in Reno, Nevada. In or around 2007, MRG  
3 acquired a Nevada company named Marketing Results Group, LLC that was in the business of email  
4 marketing systems. Beginning in late 2007, MRG compensated Barrett for developing business plans for  
5 MRG. Between October 2008 and June 2010, Barrett was the Chief Financial Officer of MRG. In or around  
6 June 2010, MRG merged into Cirrus.

7 4. Cirrus Partners, Inc. (“Cirrus”) is an inactive Washington corporation formed on June 4,  
8 2010 and administratively dissolved on October 1, 2012. Cirrus previously maintained a principal place of  
9 business in Kingston, Washington. Between approximately June 2010 and February 2013, Barrett was the  
10 Chief Executive Officer of Cirrus.

#### 11 Offer and Sale of MRG Promissory Notes

12 5. Between approximately June 2007 and April 2010, Barrett sold approximately \$3 million  
13 worth of MRG subordinated convertible promissory notes to at least twenty-seven Washington investors,  
14 including at least twenty-six clients of Envision, Barrett’s investment advisory firm. Barrett sold these  
15 promissory notes to at least five non-accredited investors. Prior to Barrett’s sales, MRG had raised at least  
16 \$3.5 million through the offer and sale of notes to investors outside of Washington.

17 6. The subordinated convertible promissory notes provided interest rates ranging from ten to  
18 eighteen percent and had terms ranging from one month to two years. The notes were convertible to shares  
19 of MRG stock and provided that the debt owed by the note holder was “expressly subordinate in right of  
20 payment to ...all of the [c]ompany’s [s]enior indebtedness whether currently outstanding or incurred in the  
21 future.”

22 7. In or around 2007, Barrett participated in a series of conference calls with executives at  
23 Marketing Results Group, LLC after receiving an email promoting its marketing system. Barrett then  
24 purchased a marketing system from the company. At or around that time, MRG acquired Marketing Results  
25 Group, LLC as MRG was developing cloud computing and file-sharing software, including software known  
as Jamuse, MuseWorx, and ShareFilesEZ. In May 2007, Barrett purchased \$10,000 worth of MRG  
common stock. Barrett next began discussions with MRG executives regarding raising funds for the  
company through the sale of convertible promissory notes. At the time of MRG’s offering in Washington,  
MRG had a very limited operating history and had not finalized its business plan.

1 8. Beginning in or around June 2007, Barrett began soliciting his advisory clients by telephone  
2 and during meetings at his office. Barrett also solicited one investor who worked in his office building.  
3 Barrett met several investors at their homes to solicit additional investments. Several of Barrett's clients  
4 referred their family members to Barrett as potential investors. In the summer of 2009, Barrett and other  
5 MRG personnel held a meeting at a restaurant in Kingston, Washington attended by local businesspeople.  
6 At the meeting, MRG personnel discussed the offering in general terms and stated that MRG might locate a  
7 customer support center in Kingston.

8 9. In some of his solicitations, Barrett conveyed a sense of urgency regarding the investment.  
9 For example, in the summer of 2007, Barrett solicited one advisory client by telephone while the client was  
10 on vacation. On another occasion, Barrett told an investor that MRG had an immediate need for cash to keep  
11 MRG's servers running while soliciting an additional note purchase.

12 10. Barrett represented to some investors that MRG would be sold to a large company in the near  
13 future. Barrett represented to at least one investor that such negotiations were underway, and stated that  
14 Microsoft was one of the companies to which MRG could potentially be sold.

15 11. Barrett told investors that the sale of the MRG would yield very high returns for investors.  
16 Barrett told one investor that the sale of MRG would deliver a "conservative target" of three to five times  
17 the investor's principal investment. Barrett told at least one investor that he could earn a return of 800 to  
18 1000%, and later revised this figure down to 500 to 600% when soliciting a second investment from the  
19 investor. Barrett told another investor that an MRG note offered the highest return of any product on the  
20 market. Barrett told an investor that a doubling or tripling of his principal investment was possible. Barrett  
21 told another investor to expect a minimum return of 400 to 600% on his investment. Barrett called an  
22 advisory client and told him that investing in MRG would generate profits that would enable the client to  
23 purchase a yacht. After hearing this, the client allowed Barrett to withdraw \$40,000 from an IRA and to  
24 invest in MRG with that money.

25 12. At least nine investors, including at least five non-accredited investors, did not receive any  
documents prior to their investment in MRG. Barrett provided other investors with a document entitled  
"MuseWorx Business Plan 2010" (the "business plan") and a private placement memorandum ("PPM")  
regarding shares of convertible preferred stock of MRG.

13. The business plan provided information on the market place in which MRG intended its  
products to compete, the MuseWorx software product, reasons why MuseWorx software would dominate its

1 market, and details regarding MRG's key personnel and its goals. The business plan predicted that  
2 MuseWorx would have over 70,000 subscribers within two years and 120,000 subscribers and revenues of  
3 \$200 million within four years. Barrett failed to provide the basis for these forecasts in the business plan.  
4 The business plan also discussed MRG's marketing plan and the company's anticipated expansion. The  
5 business plan also presented financial information which represented that MRG had assets worth  
6 approximately \$42 million, including approximately \$39 million that was attributed to "Marketing  
7 Automation." However, no explanation was provided concerning what "Marketing Automation" entailed or  
8 how its value had been determined.

9 14. MRG notes were convertible to MRG stock at the noteholders' option and the PPM provided  
10 information concerning MRG stock. However, no Washington investor exercised these conversion rights.  
11 The PPM addressed two classes of stock. The first class was preferred stock offered to existing noteholders  
12 in order to retire the debt evidenced by their notes, which the PPM represented to be in excess of \$2.5  
13 million. The second class consisted of new or additional shares of MRG preferred stock. The PPM discussed  
14 the offering, risk factors, use of proceeds, dilution, and MRG's plan of distribution, among other subjects.

15 15. Most investors paid by checks payable to MRG, while others transferred funds by wire.  
16 Several advisory clients paid by checks made payable to Barrett or to Envision. At least one advisory client  
17 agreed to allow Barrett to liquidate a portion of an IRA and to transfer the proceeds to MRG.

#### 18 Misrepresentations and Omissions in the Offer and Sale of MRG Notes

19 16. In the offer and sale of MRG notes, Barrett minimized or failed to disclose certain risks.  
20 Barrett told multiple investors that an MRG note was a safe, "low risk" investment. Barrett told one  
21 investor that, in the worst case scenario, the investor would receive complete repayment of principal and  
22 payment of interest. Barrett made no disclosures about the risks of investing in MRG to at least four  
23 investors.

24 17. Barrett failed to provide at least nine investors with any information about MRG's financial  
25 status, including, but not limited to, outstanding debts and the fact that MRG had defaulted on certain notes,  
prior to their note purchases. Barrett failed to provide multiple investors with any information regarding  
how MRG would use their investment funds.

18. Barrett and MRG did not provide any basis for the predicted returns or revenue projections  
included in the business plan discussed above, nor did Barrett and MRG disclose the assumptions  
underlying such predicted returns and revenue projections.

19. Barrett and MRG did not disclose to at least three investors information about the source of funds that MRG would use to repay investors.

20. Barrett and MRG did not disclose to at least three investors information about MRG's key personnel, including, not limited to, any relevant business experience.

21. At least four investors did not receive the information about MRG stock contained in the PPM.

#### Offer and Sale of Cirrus Promissory Notes

22. On June 24, 2010, MRG merged with Cirrus in an effort to address MRG's inability to bring its products to market on the scale MRG had anticipated and to provide a fresh start for a new management team assembled in response to the deterioration in communication between Barrett and MRG's other executives. After the merger, Cirrus had no assets and there was no formal plan in place to transfer MRG's assets to Cirrus so that Cirrus could pursue the launch of the software products originally developed by MRG.

23. Shortly after this merger, Cirrus began issuing "Amended and Restated Promissory Notes" (the "restated notes") to investors who had previously purchased notes from MRG. Barrett approached investors to whom he had previously sold MRG promissory notes and attempted to persuade them to accept the Cirrus notes to replace their MRG notes. Between approximately July 2010 and September 2012, Cirrus and Barrett persuaded at least thirty-one Washington investors to accept Cirrus's restated notes. At least six of these investors were not accredited investors as defined by Rule 501 of Regulation D.

24. According to the terms of the restated notes, Cirrus promised to pay the sum that the investor had originally provided to MRG, stating that the restated notes would supersede and replace the original MRG note. The restated notes compounded unpaid interest from the MRG note, adding it to the principal of the restated note. The restated notes provided terms ranging from four months to three years. Many of the restated notes provided for a bonus payment if the holder agreed to extend the note's term. These notes provided interest rates ranging from ten to eighteen percent.

25. The restated notes also granted investors the right to convert the debt owed them into common stock of Cirrus. Noteholders could convert the aggregate unpaid principal plus accrued interest to stock at \$0.99 per share.

1 26. In addition to the restated notes, Barrett also sold at least \$80,000 worth of new Cirrus  
2 promissory notes to at least three Washington investors. These notes had terms ranging from nine to thirty  
3 six months and provided for interest rates of ten and eighteen percent.

4 27. Barrett solicited investors by phone or email in an effort to have them accept Cirrus's  
5 restated notes. In one instance, Barrett arrived unannounced at an investor's workplace and asked the  
6 investor to sign two of Cirrus's restated notes. In an email asking an investor to accept a restated note,  
7 Barrett disclosed that MRG and Cirrus were merging but did not disclose MRG's failure to roll out its  
8 products as it had anticipated and the deterioration in communication that precipitated the merger. In his  
9 solicitation, Barrett led some investors to believe they had no choice but to accept the restated notes from  
10 Cirrus. For example, Barrett misleadingly told one investor that his MRG note was no longer valid and that  
11 he had to sign Cirrus notes within three months in order to preserve his investment.

12 28. Barrett provided at least one investor with a brochure that he had created concerning Cirrus.  
13 The brochure outlined Cirrus' business and target market, but provided no information concerning the risks  
14 of accepting a Cirrus note to replace an MRG note, such as Cirrus's lack of assets and the absence of a  
15 formal plan to transfer MRG's assets to Cirrus. Further, the brochure did not discuss Cirrus's financial  
16 status, or explain why MRG and Cirrus had merged.

17 29. To date, Cirrus has not made any payments on its notes and its operations generally ceased in  
18 late 2012.

19 Misrepresentations and Omissions in the Offer and Sale of Cirrus Notes

20 30. In the offer and sale of the Cirrus notes, Barrett and Cirrus failed to disclose material  
21 information to investors regarding the merger of MRG and Cirrus, including the reasons for the merger:  
22 MRG's inability to bring its products to market on the scale it had anticipated and the deterioration in  
23 communication among MRG's executives.

24 31. Barrett failed to disclose the risks of purchasing a Cirrus note to at least one investor. Such  
25 risks included those arising from Cirrus's lack of assets and the absence of an agreement to transfer MRG's  
26 assets to Cirrus. Barrett failed to provide at least one investor with any information concerning Cirrus's  
27 financial status, including, but not limited to, information regarding the debts evidenced by the restated  
28 notes. Barrett and Cirrus did not disclose information regarding the source of funds that Cirrus would use to  
29 repay its investors to at least one investor. Barrett and Cirrus failed to disclose information about Cirrus's

1 key personnel, including, but not limited to, their names and relevant prior business experience, to at least  
2 one investor.

### 3 4 Unsuitable Investment Recommendations

5 32. Given the illiquidity of the MRG and Cirrus notes, MRG's status as a pre-revenue business,  
6 and Cirrus's lack of assets and assumption of MRG's debts, MRG and Cirrus notes were both high risk  
7 investments. Notwithstanding this, Barrett recommended to at least three clients who had low risk  
8 tolerances that they purchase MRG notes. Barrett failed to maintain records reflecting this preference for at  
9 least one of these conservative investors. Furthermore, each of these clients regularly reminded Barrett of  
10 their low risk tolerance.

11 33. One of these conservative investors had only invested in CDs and mutual funds prior to  
12 working with Barrett and Envision. Barrett emphasized that investing in MRG was consistent with this  
13 client's conservative investment objectives. Moreover, this client was very near retirement when Barrett  
14 recommended MRG notes, prompting Barrett to emphasize that investing in MRG was appropriate because  
15 the note would "turn over quickly." Another conservative investor had only invested in annuities, bonds,  
16 and mutual funds prior to Barrett's recommendation of MRG notes. Each of these clients purchased MRG  
17 notes upon Barrett's recommendation.

18 34. Barrett also recommended that clients invest substantial portions of their portfolios in MRG  
19 and Cirrus. Barrett did not establish a maximum percentage of a client's portfolio that could be suitably  
20 invested in MRG and Cirrus notes. Barrett recommended to one client that he invest thirty-one percent of  
21 his assets in MRG notes. The client used money from an IRA to make this investment after Barrett assured  
22 him that he would not incur a tax penalty for doing so. The client incurred a substantial tax penalty by  
23 following Barrett's advice. Barrett recommended to at least three other clients that they invest over twenty  
24 percent of their assets in MRG notes. One of these clients was a retired couple and has since had to rent  
25 space out of their home to meet their financial obligations.

### 22 Failure to Disclose Conflicts of Interest

23 35. Barrett did not disclose his roles as a paid consultant and then chief financial officer of MRG,  
24 or his role as Cirrus's chief executive officer, or any resulting conflicts of interest to at least four clients  
25 when recommending MRG and Cirrus notes. Furthermore, Barrett did not disclose his status as an MRG and

1 Cirrus shareholder, nor any resulting conflicts of interest, to at least four clients when recommending MRG  
2 and Cirrus notes.

3  
4 False Filings with the Director

5 36. Item 6 of Form ADV, Part 1 requires investment advisers to disclose and describe any  
6 business in which the adviser is actively engaged outside of his advisory business. On March 31, 2008,  
7 Envision made a filing with the Investment Advisers Registration Depository (“IARD”) that failed to  
8 disclose that Barrett was providing consulting services to MRG on Item 6 of Form, ADV, Part 1. On April  
9 17, 2009 and March 31, 2010, Envision made filings with the IARD that failed to disclose that Barrett was  
10 serving as the Chief Financial Officer of MRG on Item 6 of Form ADV, Part 1.

11 37. Item 11 of Form ADV, Part 2 requires the adviser to identify and address potential conflicts  
12 of interest arising from the adviser’s business. In March 30, 2011, Envision made a filing with IARD that  
13 did not disclose the conflicts of interest resulting from Barrett’s sales of Cirrus’s securities to Envision’s  
14 advisory clients in Item 11 of Form ADV, Part 2.

15 Registration Status

16 38. In or around January 2009, MRG filed a Notice of Exempt Offering of Securities pursuant to  
17 Regulation D, Rule 506 of the Securities Act of 1933 with the Securities and Exchange Commission. The  
18 Notice indicated that MRG was offering equity securities. MRG did not file such an exemption claim with  
19 the Securities Administrator in the State of Washington. By relying on Regulation D, Rule 506, MRG was  
20 required to comply with all applicable terms, conditions, and requirements of Regulation D. MRG failed to  
21 comply with Rule 502(b) of Regulation D because it failed to provide certain non-financial statement  
22 information (such as the use of proceeds) and financial statements meeting the requirements of Regulation  
23 S-X of the Securities Act of 1933 to non-accredited investors prior to their purchase of MRG notes.  
24 Therefore, MRG failed to meet the requirements to claim the exemption available under Regulation D, Rule  
25 506.

39. Cirrus is not currently and has not previously been registered to sell its securities in the State  
of Washington and has not filed a claim of exemption.



1 40. Barrett was not registered as a securities salesperson or broker-dealer in the State of  
2 Washington during the period relevant to this Statement of Charges.

### 3 CONCLUSIONS OF LAW

4 Based upon the above Findings of Fact, the following Conclusions of Law are made:

5 1. The offer and/or sale of promissory notes, conversion rights, and stock described above  
6 constitute the offer or sale of a security as defined at RCW 21.20.005(14) and (17).

7 2. MRG violated RCW 21.20.140 because no registration for the offer or sale of its securities is  
8 on file with the Securities Administrator and no valid claim of exemption for such offers and sales existed.

9 3. Cirrus violated RCW 21.20.140 because no registration for the offer or sale of its securities is  
10 on file with the Securities Administrator.

11 4. Barrett violated RCW 21.20.040 by offering or selling said securities while not registered as  
12 a securities salesperson or broker-dealer in the State of Washington.

13 5. Barrett, MRG, and Cirrus each violated RCW 21.20.010 because, as set forth above, Barrett,  
14 MRG, and Cirrus, in connection with the offer or sale of securities, made untrue statements of material fact  
15 or omitted to state material facts necessary to make the statements made, in light of the circumstances under  
16 which they were made, not misleading. Such violation by Barrett is a ground for revocation of his  
17 investment adviser representative registration pursuant to RCW 21.20.110(1)(b).

18 6. Envision violated RCW 21.20.702 because, as set forth in paragraphs thirty-six through  
19 thirty-eight of the Findings of Fact, Envision recommended the purchase of securities without reasonable  
20 grounds to believe that the recommendation was suitable. Such conduct is a ground for revocation of  
21 Envision's investment adviser registration pursuant to RCW 21.20.110(1)(b). Such conduct is also a ground  
22 to impose a fine against Envision pursuant to RCW 21.20.110(1)(b). Barrett, as Envision's sole member  
23 and president is the person who controls Envision for purposes of RCW 21.20.110(6). The conduct  
24 described in this Conclusion of Law is a ground, pursuant to 21.20.110(6), for revocation of Barrett's  
25 investment adviser representative registration. The conduct is also a ground to impose a fine against Barrett  
pursuant to RCW 21.20.110(6).

7. Envision engaged in a dishonest or unethical practice, as defined by WAC 460-24A-220(1)  
and prohibited by RCW 21.20.020, and as set forth in paragraphs thirty-six through thirty-eight of the  
Findings of Fact, by recommending the purchase of securities without reasonable grounds to believe that the

1 recommendation was suitable. Such conduct is a ground for revocation of Envision's investment adviser  
2 registration pursuant to RCW 21.20.110(1)(b) and 21.20.110(1)(g). Such conduct is also a ground to impose  
3 a fine against Envision pursuant to RCW 21.20.110(1)(b) and 21.20.110(1)(g). Such conduct is a ground,  
4 pursuant to 21.20.110(6), for revocation of Barrett's investment adviser representative registration. Such  
5 conduct is also a ground to impose a fine against Barrett pursuant to RCW 21.20.110(6).

6 8. Envision engaged in a dishonest or unethical practice, as defined by WAC 460-24A-220(11)  
7 and prohibited by 21.20.020, by failing to disclose conflicts of interest to clients in writing as described in  
8 paragraph thirty-nine of the Findings of Fact. Such conduct is a ground for revocation of Envision's  
9 investment adviser registration pursuant to RCW 21.20.110(1)(b) and 21.20.110(1)(g). Such conduct is also  
10 a ground to impose a fine against Envision pursuant to RCW 21.20.110(b) and 21.20.110(1)(g). Such  
11 conduct is a ground for revocation of Barrett's investment adviser representative registration pursuant to  
12 RCW 21.20.110(6). Such conduct is also a ground to impose a fine against Barrett pursuant to RCW  
13 21.20.110(6).

14 9. Pursuant to RCW 21.20.050, 21.20.450, and WAC 460-24A-047, the Form ADV filings  
15 made by Envision with IARD on March 31, 2008, April 17, 2009, March 31, 2010, and March 30, 2011  
16 constitute filings with the director for purposes of RCW 21.20.350.

17 10. Envision violated RCW 21.20.350 by making four filings with IARD that did not reflect  
18 Barrett's involvement with MRG and Cirrus or the conflicts of interest of arising therefrom as described in  
19 paragraphs forty and forty-one of the Findings of Fact. Such conduct is a ground for revocation of  
20 Envision's investment adviser registration pursuant to RCW 21.20.110(1)(b). Such conduct is also a ground  
21 to impose a fine against Envision pursuant to RCW 21.20.110(1)(b). Such conduct is a ground for  
22 revocation of Barrett's investment adviser representative registration pursuant to RCW 21.20.110(6). Such  
23 conduct is also a ground to impose a fine against Barrett pursuant to RCW 21.20.110(6).

## 24 **CONSENT ORDER**

25 Based upon the foregoing and finding it in the public interest:

IT IS AGREED AND ORDERED that Stephen J. Barrett, and his agents and employees each shall  
cease and desist from violating RCW 21.20.010, the anti-fraud section of the Securities Act of Washington.

1 IT IS FURTHER AGREED AND ORDERED that Stephen J. Barrett, and his agents and employees  
2 each shall cease and desist from violating RCW 21.20.140, the securities registration section of the  
3 Securities Act of Washington.

4 IT IS FURTHER AGREED AND ORDERED that Stephen J. Barrett and his agents and employees  
5 each shall cease and desist from violating RCW 21.20.040, the securities salesperson and broker-dealer  
6 registration section of the Securities Act of Washington.

7 IT IS FURTHER AGREED AND ORDERED that Envision Retirement, LLC and its agents and  
8 employees each shall cease and desist from violating RCW 21.20.020, 21.20.702, and 21.20.350.

9 IT IS FURTHER ORDERED that Envision Retirement, LLC's investment adviser registration and  
10 Stephen J. Barrett's investment adviser registrations are each revoked.

11 IT IS FURTHER AGREED AND ORDERED that Respondent Stephen J. Barrett shall pay  
12 investigative costs of \$1,500 prior to entry of this Consent Order.

13 IT IS FURTHER AGREED that the Securities Division has jurisdiction to enter this Consent Order.

14 IT IS FURTHER AGREED that Envision Retirement, LLC, and Stephen J. Barrett entered into this  
15 Consent Order freely and voluntarily and with a full understanding of its terms and significance.

16 IT IS FURTHER AGREED that in consideration of the foregoing, Envision Retirement, LLC, and  
17 Stephen J. Barrett waive their right to a hearing and to judicial review of this matter pursuant to RCW  
18 21.20.440 and Chapter 34.05 RCW.

19 WILLFUL VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE.

20 Signed this 5th day of March 2014.

21 Signed by:  
22 Envision Retirement, LLC

23 By: s/Stephen Barrett

24 Title: Member

25 Signed by:

s/Stephen Barrett  
Stephen J. Barrett, individually

CONSENT ORDER AS TO ENVISION RETIREMENT, LLC  
AND STEPHEN J. BARRETT

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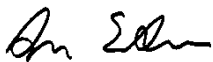
SIGNED and ENTERED this 10th day of March 2014.



William M. Beatty  
Securities Administrator

Approved by:

Presented by:



Suzanne Sarason  
Chief of Enforcement



Edward R. Thunen  
Financial Legal Examiner

Reviewed by:



Robert Kondrat  
Financial Legal Examiner Supervisor