
UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff(s)

Case No: 09-cv-3332 MJD/FLN

v.

TREVOR COOK d/b/a CROWN
FOREX, LLC, PATRICK KILEY d/b/a
CROWN FOREX, LLC, UNIVERSAL
BROKERAGE FX and UNIVERSAL
BROKERAGE FX DIVERSIFIED, OXFORD
GLOBAL PARTNERS, LLC, OXFORD
GLOBAL ADVISORS, LLC, UNIVERAL
BROKERAGE FX ADVISORS, LLC f/k/a
UBS DIVERSIFIED FX ADVISORS, LLC,
UNIVERSAL BROKERAGE FX
GROWTH, L.P. f/k/a UBS DIVERSIFIED FX
GROWTH L.P., UNIVERSAL BROKERAGE
FX MANAGEMENT, LLC f/k/a UBS
DIVERSIFIED FX MANAGEMENT, LLC
and UBS DIVERSIFIED GROWTH, LLC,

Defendant(s)

R.J. ZAYED,

Receiver.

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Case No: 09-cv-3333 MJD/FLN

Plaintiff(s)

v.

TREVOR G. COOK,
PATRICK J. KILEY,
UBS DIVERSIFIED GROWTH, LLC,
UNIVERSAL BROKERAGE FX
MANAGEMENT, LLC,
OXFORD GLOBAL ADVISORS, LLC,
and OXFORD GLOBAL PARTNERS, LLC,

Defendants

and

BASEL GROUP, LLC,
CROWN FOREX, LLC,
MARKET SHOT, LLC,
PFG COIN AND BULLION,
OXFORD DEVELOPERS, S.A.,
OXFORD FX GROWTH, L.P.,
OXFORD GLOBAL MANAGED
FUTURES FUND, L.P., UBS DIVERSIFIED
FX ADVISORS, LLC, UBS DIVERSIFIED
FX GROWTH, L.P., UBS DIVERSIFIED
FX MANAGEMENT, LLC, CLIFFORD
BERG, and ELLEN BERG,

Relief Defendants.

R.J. ZAYED,

Receiver.

SETTLEMENT AND STIPULATION

The parties to this settlement and stipulation are R.J. Zayed, the Court-appointed Receiver in the cases of *SEC v. Cook et al.*, 09-cv-3333 (D. Minn. 2009) and *CFTC v. Cook et al.*, 09-cv-3332 (D. Minn. 2009), and Gina L. Cook.

This Settlement and Stipulation arises from the Receiver's July 27, 2010 Petition for Return of Receivership Assets from Gina Cook (SEC Docket No. 390; CFTC Docket No. 360) and the Amended Stipulation and Occupancy and Indemnity Agreement (SEC Docket No. 284; CFTC Docket No. 271 (April 28, 2010)) and Amended Order incorporating the same (SEC Docket No. 285; CFTC Docket No. 275 (April 28, 2010)) concerning property titled in Ms. Cook's name and located at 12735 Dover Drive, Apple Valley, Minnesota ("Dover Drive"). To promote the efficient and expeditious resolution of the Receiver's petition and liquidation of the Receiver's interest in the Dover Drive property, the Receiver and Ms. Cook agree to settle on the following terms:

- (a) Ms. Cook agrees to pay the Receiver \$119,257.73 in full settlement of (1) the Receiver's Petition for the Return of Receivership Assets from Gina Cook and (2) any claims the Receiver may have against Ms. Cook related to her residence at the Dover Drive property.
- (b) Ms. Cook agrees to pay the \$119,257.73 as follows:
 - (1) Ms. Cook stipulates that she received at least \$103,410.00 in funds which the Receiver alleges were Receivership funds on or after June 22, 2009.

- (2) Ms. Cook further stipulates that the \$103,410.00 she received was rolled into an Individual Retirement Account ("IRA") in her name at Millennium Trust Company, account number XX-XXX-01-4.
- (3) Ms. Cook releases and relinquishes any claim to or ownership interest in \$103,410.00 located in Millennium Trust Company account number XX-XXX-01-4, plus any additional amounts pursuant to Paragraph (b)(6) below up to \$119,257.73.
- (4) Ms. Cook agrees to an order requiring Millennium Trust Company to pay \$103,410.00—currently located in Millennium Trust Company account number XX-XXX-01-4—to the Receiver, plus any additional amounts pursuant to Paragraph (b)(6) below up to \$119,257.73.
- (5) Ms. Cook agrees that Millennium Trust Company shall transfer \$103,410.00, plus any additional amounts pursuant to Paragraph (b)(6) below up to \$119,257.73, to the Receiver from IRA account number XX-XXX-01-4, the payment to be made by wire transfer by no later than September 30, 2010.
- (6) As to the \$103,410.00 referenced in Paragraphs (b)(1)-(5), if the balance in Millennium Trust Company account number XX-XXX-01-4 is more than \$103,410.00, such excess amount shall be applied against the \$15,847.73 that Ms. Cook owes to the Receiver pursuant to Paragraph (b)(7) below. If the balance in Millennium Trust Company account number XX-XXX-01-4 is less than \$103,410.00, such deficiency shall

be added to the \$15,847.73 due to the Receiver pursuant to Paragraph (b)(7) below.

(7) Ms. Cook further agrees to pay an additional \$15,847.73 to the Receivership as compensation for the benefit she derived from her residence at the Dover Drive property. Ms. Cook agrees to pay the Receiver the difference between the amount transferred to the Receiver from Millennium Trust Company account number XX-XXX-01-4 pursuant to Paragraph (b)(6) above and the \$119,257.73 that Ms. Cook owes the Receiver, in the form of a cashiers' check by no later than September 30, 2010.

(c) Upon receipt of the total \$119,257.73 that Ms. Cook owes to the Receiver pursuant to paragraphs (a) and (b)(1)-(7) above, the Receiver:

- (1) agrees to release Ms. Cook from any further liability with respect to the \$112,410.00 sought by the Receiver's Petition for Return of Receivership Assets from Gina Cook (SEC Docket No. 390; CFTC Docket No. 360) and agrees to dismiss his claim against Ms. Cook; and
- (2) agrees to release Ms. Cook from any further liability with respect to any claims the Receiver may have for compensation for the benefit enjoyed by Ms. Cook as a result of her residence at the Dover Drive property.

(d) Upon the Receiver's receipt of the total \$119,257.73 that Ms. Cook owes pursuant to paragraphs (a) and (b)(1)-(7) above, Ms. Cook:

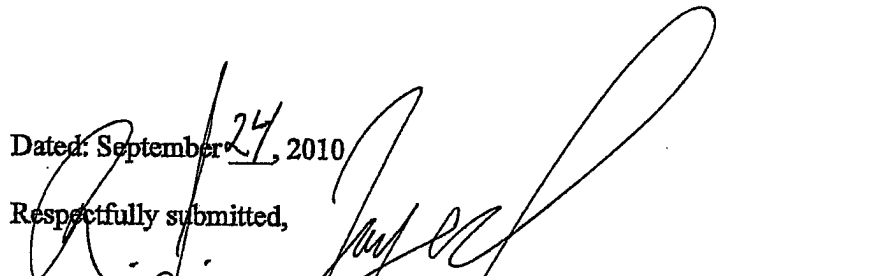
- (1) agrees to put the Dover Drive property up for sale, subject to the terms of the Amended Stipulation and Occupancy and Indemnity Agreement (SEC Docket No. 284; CFTC Docket No. 271), and the subsequent Amended Order (SEC Docket No. 285; CFTC Docket No. 275), except as specifically stated herein;
 - (2) agrees to obtain the Receiver's written consent to the use of a particular realtor and to the terms of the listing contract prior to hiring that realtor (hereinafter "the Realtor");
 - (3) agrees that the listing contract will expressly require the Realtor to make all communications concerning offers and negotiations for the sale of the Dover Drive property simultaneously to Ms. Cook and the Receiver. The Receiver shall respond to all such communications within a reasonable time and will not unreasonably withhold a response;
 - (4) agrees to accept an offer or make a counteroffer only after first obtaining the Receiver's written approval of both the amount offered and the prospective buyer;
 - (5) may work with the realtor to schedule showings of the Dover Drive property at a time convenient for Ms. Cook; and
 - (6) may file a claim for restitution with the Receiver for an amount equal to the principal she used to establish the Millenium Account.
- (e) If Ms. Cook requests the Receiver's approval to accept an offer that is less than the highest offer received and the Receiver declines to approve that offer, the Receiver

may—but is not required to—direct Ms. Cook to accept a higher offer of the Receiver's choosing, and Ms. Cook must accept that offer.

- (f) This Settlement and Stipulation supersedes paragraphs 5 and 13 of the Occupancy and Indemnity agreement signed by the Receiver and Ms. Cook on April 28, 2010. The remainder of the Occupancy and Indemnity agreement remains in effect until Ms. Cook has obtained the Receiver's written approval of a sale.
- (g) After satisfaction of the mortgage, any remaining proceeds from the sale of the Dover Drive property shall be paid directly to the Receiver.
- (h) Following the sale of the Dover Drive property and the payment to the Receiver of any proceeds to the extent they exceed the amount owed on the mortgage, Ms. Cook may request an order, by application without a hearing, discharging Ms. Cook from her bond, and the Receiver will not oppose such motion.
- (i) The parties agree that the terms of this Settlement and Stipulation are to be fully public.
- (j) The parties stipulate to entry of an Order consistent with the foregoing terms.

Dated: September 24, 2010

Respectfully submitted,




R.J. Zayed (MN Bar No. 309,849)
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Respectfully submitted,



Gina Cook

Respectfully submitted,



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UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

U.S. COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff(s)

Case No: 09-cv-3332 MJD/FLN

v.

TREVOR COOK d/b/a CROWN
FOREX, LLC, PATRICK KILEY d/b/a
CROWN FOREX, LLC, UNIVERSAL
BROKERAGE FX and UNIVERSAL
BROKERAGE FX DIVERSIFIED, OXFORD
GLOBAL PARTNERS, LLC, OXFORD
GLOBAL ADVISORS, LLC, UNIVERSAL
BROKERAGE FX ADVISORS, LLC f/k/a
UBS DIVERSIFIED FX ADVISORS, LLC,
UNIVERSAL BROKERAGE FX
GROWTH, L.P. f/k/a UBS DIVERSIFIED FX
GROWTH L.P., UNIVERSAL BROKERAGE
FX MANAGEMENT, LLC f/k/a UBS
DIVERSIFIED FX MANAGEMENT, LLC
and UBS DIVERSIFIED GROWTH, LLC,

Defendant(s)

R.J. ZAYED,

Receiver.

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,

Case No: 09-cv-3333 MJD/FLN

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TREVOR G. COOK,
PATRICK J. KILEY,
UBS DIVERSIFIED GROWTH, LLC,
UNIVERSAL BROKERAGE FX
MANAGEMENT, LLC,
OXFORD GLOBAL ADVISORS, LLC,
and OXFORD GLOBAL PARTNERS, LLC,

Defendants

and

BASEL GROUP, LLC,
CROWN FOREX, LLC,
MARKET SHOT, LLC,
PFG COIN AND BULLION,
OXFORD DEVELOPERS, S.A.,
OXFORD FX GROWTH, L.P.,
OXFORD GLOBAL MANAGED
FUTURES FUND, L.P., UBS DIVERSIFIED
FX ADVISORS, LLC, UBS DIVERSIFIED
FX GROWTH, L.P., UBS DIVERSIFIED
FX MANAGEMENT, LLC, CLIFFORD
BERG, and ELLEN BERG,

Relief Defendants.

R.J. ZAYED,

Receiver.

REDACTED ORDER

This matter came before the Court on the Receiver's July 27, 2010 Petition for Return of Receivership Assets from Respondent Gina Cook (SEC Docket No. 390; CFTC Docket No. 360) and the Amended Stipulation and Occupancy and Indemnity Agreement (SEC Docket No. 284; CFTC Docket No. 271 (April 28, 2010)) and Amended Order incorporating the same (SEC Docket No. 285; CFTC Docket No. 275 (April 28, 2010)) concerning property titled in Ms. Cook's name and located at 12735 Dover Drive, Apple Valley, Minnesota ("Dover Drive"). The Court being fully advised in the premises hereby ORDERS as follows:

1. Ms. Cook shall pay the Receiver \$119,257.73 in full settlement of (1) the Receiver's Petition for the Return of Receivership Assets from Respondent Gina Cook and (2) any claims the Receiver may have against Ms. Cook related to her residence at the Dover Drive property, as follows:
 - (i) Ms. Cook received at least \$103,410.00 in Receivership funds on or after June 22, 2009 and rolled those funds into an Individual Retirement Account ("IRA") in her name at Millennium Trust Company, account number XX-XXX-01-4. Pursuant to the Settlement and Stipulation filed with this Court (SEC Docket No. 506; CFTC Docket No. 463), \$103,410.00 shall be paid to the Receiver from this account, plus any additional amounts from this account pursuant to Paragraph 1(iii) below up to \$119,257.73.

- (ii) Millennium Trust Company shall transfer to the Receiver \$103,410.00 in Receivership funds currently located in IRA account number XX-XXX-01-4, plus any additional amounts from this account pursuant to Paragraph 1(iii) below up to \$119,257.73. Millennium Trust Company shall wire this amount to the Receiver by no later than September 30, 2010.
- (iii) As to the \$103,410.00 referenced in Paragraphs 1(i) and 1(ii) above, if the balance in Millennium Trust Company account number XX-XXX-01-4 is more than \$103,410.00, such excess amount shall be applied against the \$15,847.73 that Ms. Cook owes to the Receiver pursuant to Paragraph 1(iv) below. If the balance in Millennium Trust Company account number XX-XXX-01-4 is less than \$103,410.00, such deficiency shall be added to the \$15,847.73 due to the Receiver pursuant to Paragraph 1(iv) below.
- (iv) Ms. Cook shall pay an additional \$15,847.73 to the Receivership as compensation for the benefit she derived from her residence at the Dover Drive property. Ms. Cook shall pay the Receiver the difference between the amount transferred to the Receiver from Millennium Trust Company account number XX-XXX-01-4 pursuant to Paragraph 1(iii) above and the \$119,257.73 that Ms. Cook owes the Receiver, in the form of a cashiers' check by no later than September 30, 2010.

2. Upon receipt of the total \$119,257.73 that Ms. Cook owes to the Receiver pursuant to paragraphs (1)(i)-(iv) above, the Receiver shall:
 - (i) release Ms. Cook from any further liability with respect to the \$112,410.00 sought by the Receiver's Petition for Return of Receivership Assets from Gina Cook (SEC Docket No. 390; CFTC Docket No. 360) and dismiss his claim against Ms. Cook; and
 - (ii) release Ms. Cook from any further liability with respect to any claims the Receiver may have for compensation for the benefit enjoyed by Ms. Cook as a result of her residence at the Dover Drive property.

3. Upon the Receiver's receipt of the total \$119,257.73 that Ms. Cook owes pursuant to paragraphs (1)(i)-(iv) above, Ms. Cook shall:
 - (i) put the Dover Drive property up for sale, subject to the terms of the Amended Stipulation and Occupancy and Indemnity Agreement (SEC Docket No. 284; CFTC Docket No. 271), and the subsequent Amended Order (SEC Docket No. 285; CFTC Docket No. 275), except as specifically stated herein;
 - (ii) obtain the Receiver's written consent to the use of a particular realtor and to the terms of the listing contract prior to hiring that realtor (hereinafter "the Realtor");
 - (iii) accept an offer or make a counteroffer only after first obtaining the Receiver's written approval of both the amount offered and the prospective buyer;

- (iv) may work with the realtor to schedule showings of the Dover Drive property at a time convenient for Ms. Cook; and
 - (v) may file a claim for restitution with the Receiver for an amount equal to the principal she used to establish the Millenium Account.
4. The terms of the listing contract shall expressly require that the Realtor to make all communications concerning offers and negotiations for the sale of the Dover Drive property simultaneously to Ms. Cook and the Receiver. The Receiver shall respond to all such communications within a reasonable time and shall not unreasonably withhold a response.
 5. If Ms. Cook requests the Receiver's approval to accept an offer that is less than the highest offer received and the Receiver declines to approve that offer, the Receiver may—but is not required to—direct Ms. Cook to accept a higher offer of the Receiver's choosing, and Ms. Cook shall accept that offer.
 6. This Settlement and Stipulation supersedes paragraphs 5 and 13 of the Occupancy and Indemnity agreement signed by the Receiver and Ms. Cook on April 28, 2010. The remainder of the Occupancy and Indemnity agreement shall remain in effect until Ms. Cook has obtained the Receiver's written approval of a sale.
 7. After satisfaction of the mortgage, any remaining proceeds from the sale of the Dover Drive property shall be paid directly to the Receiver.
 8. Following the sale of the Dover Drive property and the payment to the Receiver of any proceeds to the extent they exceed the amount owed on the mortgage, Ms.

Cook may request an order, by application without a hearing, discharging Ms.

Cook from her bond.

9. The terms of this Settlement and Stipulation shall be fully public.

Dated: September 28, 2010

BY THE COURT:

s/Michael J. Davis

MICHAEL J. DAVIS

CHIEF JUDGE

UNITED STATES DISTRICT COURT