

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Civ. No. 11-cv-574 (MJD/FLN)

Plaintiff,

v.

JASON BO-ALAN BECKMAN and THE
OXFORD PRIVATE CLIENT GROUP,
LLC,

STIPULATION

Defendants,

and

HOLLIE BECKMAN,

Relief Defendant.

The Receiver, R.J. Zayed (“Receiver”), and Jason Bo-Alan Beckman and Hollie Beckman (collectively, “Beckmans”), hereby stipulate and agree to entry of an Order of the Court as follows:

Upon entry of the Order of the Court on this Stipulation the Receiver R.J. Zayed shall make a loan to the Beckmans in the amount of \$5,151.20 for living and medical expenses, pursuant to the following terms and conditions:

1. The Beckmans shall immediately and actively seek gainful employment.
2. The Beckmans shall vacate the property located at 5140 Terraceview Lane North, Plymouth, Minnesota 55446 by Friday March 25, 2011 at 5:00 p.m. The Beckmans shall not remove any items from the property without prior approval by the Receiver.

3. The Beckmans shall open a new bank account from which to pay their living expenses. (“New Beckman Account”). The New Beckman Account shall not be subject to the Court’s Asset Freeze Order, but it shall be actively monitored by the Receiver. The Beckmans shall provide the Receiver with the New Beckman Account information upon opening, as well as statements from the New Beckman Account to the Receiver upon receipt of such statements, and otherwise upon request of the Receiver, until further Order from the Court.
4. The Receiver shall not make any payment under this Order until the following terms and conditions are fully satisfied:
 - a. the Beckmans provide the Receiver statements and a full accounting of Wells Fargo account XXXXXX-8793 (“the 8793 account”), for the period from December 20, 2010 to today;
 - b. the Beckmans detail the source of all monies flowing into the 8793 account, and the destination of all funds flowing out from the 8793 account, for the period from December 20, 2010 to today;
 - c. the Beckmans fully comply with the Court’s Asset Freeze Order, including, but not limited to, fulfillment of the repatriation and accounting requirements of that Order;
 - d. the Beckmans turn over to the Receiver all computers, servers, books, records and things of The Oxford Private Client Group, LLC (“Oxford PCG”). It is agreed that as to those documents or emails as to which Mr. Beckman claims a personal privilege jointly with an entity within the scope of the receivership, the Receiver may access such documents or emails for the purpose of fulfilling his duties and obligations under the Order Appointing Receiver (Docket No. 10) and Order Imposing Asset Freeze and Other Ancillary Relief (Docket No. 9), and pursuant to Fed. R. Evid. 502(e), such access by the Receiver shall not waive Mr. Beckman’s claim of personal privilege as to such documents and emails. It is further agreed that pursuant to Fed. R. Evid. 502(e), by turning over these materials to the Receiver, Mr. Beckman does not waive any privilege in attorney-client communications solely between Mr. Beckman, in his personal capacity, and his attorneys at Felhaber, Larson, Fenlon & Vogt, P.A., including David L. Hashmall, Grant T. Collins and Jon M. Hopeman, his attorneys at Foster & Brever, including Thomas E. Brever and his consultant Joanne Bocovich of Kelling, Bocovich & Company, LTD, and his attorneys at the Law Office of W. Patrick Judge, including W. Patrick Judge, and the Receiver agrees not to intentionally access such communications;

- e. inspection of all properties owned by the Beckmans, and the imaging of computers, as authorized by the Asset Freeze Order, is completed to the satisfaction of the Receiver. It is agreed that as to those documents or emails as to which Mr. Beckman claims a personal privilege jointly with an entity within the scope of the receivership, the Receiver may access such documents or emails for the purpose of fulfilling his duties and obligations under the Order Appointing Receiver (Docket No. 10) and Order Imposing Asset Freeze and Other Ancillary Relief (Docket No. 9), and pursuant to Fed. R. Evid. 502(e), such access by the Receiver shall not waive Mr. Beckman's claim of personal privilege as to such documents and emails. It is further agreed that pursuant to Fed. R. Evid. 502(e), by turning over these materials to the Receiver, Mr. Beckman does not waive any privilege in attorney-client communications solely between Mr. Beckman, in his personal capacity, and his attorneys at Felhaber, Larson, Fenlon & Vogt, P.A., including David L. Hashmall, Grant T. Collins and Jon M. Hopeman, his attorneys at Foster & Brever, including Thomas E. Brever and his consultant Joanne Bocovich of Kelling, Bocovich & Company, LTD, and his attorneys at the Law Office of W. Patrick Judge, including W. Patrick Judge, and the Receiver agrees not to intentionally access such communications;
 - f. the Beckmans turn over to the Receiver all automobiles, ATVs, and other vehicles, in which they or Oxford PCG hold title or interest;
 - g. the Beckmans turn over to the Receiver all credit cards held in their names individually, jointly, or in the name of Oxford PCG;
 - h. the Beckmans turn over to the Receiver all documentation associated with a \$144,000 loan to Patti Edenborg-Gorman and Dennis Gorman; and
 - i. the Beckmans provide all documents requested by the Receiver to substantiate their request for living expenses.
5. Upon the Beckmans' compliance with these conditions, the Receiver shall issue a check to the Beckmans in the amount of \$5,151.20, which the Beckmans shall deposit into the New Beckman Account and use solely for the living and medical expenses detailed in Exhibit A.
 6. This Order allocates living and out-of-pocket medical expenses to the Beckmans for a term of thirty (30) days from the date of this Order. Should the Beckmans request living expenses beyond this 30-day term, they may apply to the Court for expenses for an additional 30 days. If made, such application for extension shall contain:

- a. A full accounting of all expenditures for the original 30-day term, including supporting documentation and receipts.
- b. A complete and detailed explanation of all efforts undertaken by the Beckmans to secure employment from the date of this Order, including:
 1. a listing of all entities from which employment has been sought;
 2. a description of the type of employment sought with each entity;
 3. the name of each individual contacted at each entity in furtherance of the employment request;
 4. copies of all job applications submitted; and
 5. a detailed plan for their job searches for the 30-day extension for which living expenses are sought.
7. The Beckmans shall pay back to the Receiver any funds that are provided to the Beckmans under this Order and any extensions thereof according to the Promissory Note and Confession of Judgment attached hereto as Exhibit B.

Dated: March 18, 2011

Respectfully submitted,

s/Tara C. Norgard

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

Tara C. Norgard (MN Bar No. 307,683)

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Respectfully submitted,

s/Jason Bo-Alan Beckman

Jason Bo-Alan Beckman

Respectfully submitted,

s/Hollie Beckman

Hollie Beckman

Respectfully submitted,

s/Grant T. Collins

David L. Hashmall, #138162

Grant T. Collins, #0390654

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ATTORNEYS FOR JASON BO-ALAN BECKMAN PURSUANT TO ORDER
PERMITTING SPECIAL APPEARANCE