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JAN 10 2013

CHRISTOPHER D. RICH, Clerk
By ELYSHIA HOLMES
DEPUTY

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY**

STATE OF IDAHO, DEPARTMENT OF
FINANCE, SECURITIES BUREAU,

Plaintiff,

vs.

WAYNE NILES BECKLEY,

Defendant.

Case No. CV OC 11 18886

**STIPULATION AND CONSENT TO
ENTRY OF JUDGMENT AND
PERMANENT INJUNCTION**

Plaintiff, the State of Idaho, Department of Finance (“Department”), and Defendant, Wayne Niles Beckley (“Beckley”), have agreed to entry of judgment against said Defendant, pursuant to the following stipulation. The Department and Beckley request this Court to enter judgment in the form and substance set forth in the Stipulated Judgment and Permanent Injunction (“Judgment”) filed concurrently herewith. In the event the Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding. By signing

and entering into this Stipulation, Beckley waives his rights to a hearing and/or trial on the alleged violations in the Verified Complaint.

PLAINTIFF'S ALLEGATIONS

The Department alleges that Beckley solicited Idaho investors to invest in securities in the form of promissory notes and investment contracts in an aggregate amount of at least seven hundred ninety-five thousand dollars (\$795,000).

Investors believed that money provided to Beckley would be pooled together to be used to provide the impression that Beckley had substantial assets to use as collateral when he refinanced certain property, or to finance real estate developments located in Fresno County, California and Valley County, Idaho. Investors were told to expect a return of at least twelve percent (12%) per year, and if his investments were successful, to expect to more than double their money.

The Department alleges that Beckley violated the antifraud sections of Idaho's Uniform Securities Act by misrepresenting the investment and by omitting material information from the investor solicitations. Beckley did not register these securities and did not register as a securities broker-dealer or agent, as required by law. Although Beckley paid approximately two hundred fifteen thousand three hundred eighty-seven dollars (\$215,387) in interest payments to early investors the projects ultimately failed and despite demand, the remaining invested funds have not been returned to investors.

STIPULATION

The Department and Defendant Wayne Niles Beckley hereby stipulate and agree to the facts, conclusions of law, terms and conditions set forth in herein.

1. Pursuant to Idaho Code § 30-14-603, Beckley agrees to the following:

a. That Beckley issued, sold or offered for sale in Idaho securities in the form of investment contracts. Such securities were not registered with the Department as required by Idaho Code § 30-14-301. Beckley's failure to register such securities with the Department violated Idaho Code § 30-14-301.

b. That Beckley transacted business in Idaho as an agent of an issuer. Beckley was not registered as an agent with the Department as required by Idaho Code § 30-14-402(a). Beckley's failure to register as an agent with the Department violated Idaho Code § 30-14-402(a).

c. That Beckley will timely and fully cooperate with the Department's reasonable requests for information and documentation to establish full restitution to all Idaho investors.

d. That Beckley will pay to the Department the amount of three hundred sixty-two thousand three hundred forty-six dollars and thirty-four cents (\$362,346.34), which the Department will provide to investors as restitution, plus the amount of forty thousand dollars (\$40,000) constituting penalties for the violations listed in Counts One through Four of the Verified Complaint, for a total judgment in the amount of four hundred and two thousand three hundred forty-six dollars and thirty-four cents (\$402,346.34). In satisfaction of this amount, subject to the terms below, Beckley will make payments to the Department, as specified next, which the Department will provide to investors as restitution.

e. Beginning on February 1, 2013, and continuing every month for ten (10) years, Beckley will pay the amount of five hundred dollars (\$500). This will be paid in the form of a continuous wage garnishment.

f. Beckley agrees to cooperate with the Department as necessary in its efforts to obtain the wage garnishments identified in the previous paragraphs. In the event that the

Department is unable using its best efforts to obtain ongoing wage garnishments, the Department will give notice to Beckley, and Beckley agrees to make the payments voluntarily.

g. Beckley may prepay any payment, but will continue paying until he has paid the total sum of sixty thousand dollars (\$60,000) after which his payments will cease, and the Department will file a Satisfaction of Judgment in the form attached hereto as Exhibit A.

h. If Beckley fails to make any voluntary payment on time, or if he fails to cooperate with the Department in its' efforts to obtain wage garnishments, Beckley shall be immediately liable for the full amount of the restitution and penalties ordered by the court (\$402,346.34). Time is of the essence for such payments, and the parties specifically agree that failure to make a payment on time is a material breach of this Stipulation and the agreements embodied herein. If Beckley fails to make a payment on time, the Department may immediately commence enforcement of the Judgment. Beckley is entitled to 30 day's notice of breach by the Department. The Department will not waive or extend the payment dates for any reason, unless it chooses to do so in its sole discretion.

i. Beckley will provide the Department with a complete and accurate affidavit of net worth. If Beckley fails to completely identify all assets, income, and anticipated income (such as an inheritance), or if Beckley overstates expenses or liabilities, the Department shall be entitled to rescind any satisfaction of judgment it may have filed and immediately commence collection under this Stipulation and for the full amount of the related Judgment (\$402,346.34), less any amounts Beckley may have paid to the Department pursuant to the Stipulation.

j. That Beckley consents to the Court's entry of the Judgment filed concurrently herewith, permanently barring Beckley from any future violations of Idaho's Uniform Securities

Act, and from selling or offering for sale securities in any form in the state of Idaho during the pendency of the payment period described above..

k. The Department shall not be required to provide Beckley notice of, nor shall Beckley object to, any request for a renewal of the Judgment, filed concurrently herewith, under Idaho Code § 10-1111.

l. In the event that Beckley fails to cooperate in obtaining wage garnishment, or fails to make voluntary payments in lieu of a wage garnishment, Beckley agrees and consents that the Department may obtain credit reports as necessary to assist in collecting amounts owed under this Stipulation and associated Judgment. Beckley further agrees that the Department may obtain federal and state tax returns for the purpose of collecting sums due pursuant to this stipulation, and hereby assigns to the Department on behalf of investors all federal and state tax returns to be applied in satisfaction of sums due hereunder. The rights granted to the Department under this paragraph will cease upon the Department filing a satisfaction of judgments as set forth in paragraph 2.c. below. These rights will reanimate and become operative in aid of paragraph 2.d. below.

m. Beckley waives any applicable statutes of limitation.

n. Beckley agrees to bear his own attorney fees and costs in this action.

2. The Department agrees to the following:

a. That Counts One through Four of the Verified Complaint and the actions giving rise to Counts One through Four are merged into this Stipulation and the associated Judgment, and the terms of this Stipulation and the associated Judgment shall be the Department's sole remedy for the violations giving rise to the Verified Complaint.

b. That upon receipt of the amount of \$60,000.00, the Department will file a satisfaction of judgment fully satisfying the judgment amount.

c. Failure to accurately state net worth, income and expenses in the affidavit of net worth, shall entitle the Department to rescind the satisfaction of judgment and immediately commence collection efforts on the full judgment amount.

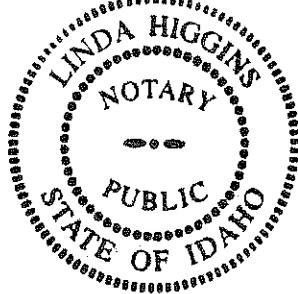
d. The Department agrees to forgo any claim for costs, attorney fees, and reimbursement for investigative efforts in this action pursuant to Idaho Code § 30-14-603(b)(2)(C).

DATED this 10th day of January, ~~2012~~ ²⁰¹³.



Wayne Niles Beckley
Defendant

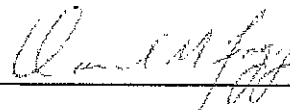
SUBSCRIBED AND SWORN to before me this 10th day of January, ~~2012~~ ²⁰¹³.



Linda Higgins
Notary Public IDA#500
Residing at: MERIDIAN, ID
My Comm. Exp.: 6-22-2017

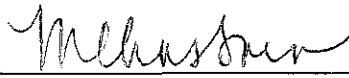
APPROVED AS TO FORM AND CONTENT.

DATED this 10th day of January, ~~2012~~ ²⁰¹³.



David M. Fogg
EAGLE LAW CENTER
Attorney for Defendant

DATED this 10th day of January, 2013.



Marilyn T. Chastain
Securities Bureau Chief
State of Idaho, Department of Finance

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of January, 2013, I caused to be served an accurate copy of the STIPULATION AND CONSENT TO ENTRY OF JUDGMENT AND PERMANENT INJUNCTION upon all parties of record in the proceeding to the following, in the manner indicated below:

David M. Fogg
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1191 E. Iron Eagle Dr., Ste. 200
Eagle, ID 83616

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 certified mail
 fax: (208) 938-9504
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Paralegal 