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9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA
11 WESTERN DIVISION

12 _____ : Civil Action No.
13 SECURITIES AND EXCHANGE COMMISSION, :
Plaintiff, : COMPLAINT FOR SECURITIES
: VIOLATIONS
15 v. :
16 WESTERN EXECUTIVE GROUP, INC., :
CASH SYSTEMS USA, INC., CHARLES R. :
17 RIETZ, ROBERT R. PARRISH, ROBERT :
J. STRUTH, and R. STEPHEN EDGEL, :
18 Defendants. :
19 _____ :

20 Plaintiff Securities and Exchange Commission ("Commission"),
21 alleges:

22 SUMMARY

23 1. This is an action for fraud in the offer and sale of
24 unregistered securities by Western Executive Group, Inc. ("WEG"),
25 Cash Systems USA, Inc. ("Cash Systems"), Charles R. Rietz
("Rietz"), Robert R. Parrish ("Parrish"), Robert J. Struth
27 ("Struth"), and R. Stephen Edgel ("Edgel") (collectively referred
28 to herein as the "Defendants"). Defendants have raised over

1 \$3.49 million from at least 132 investors nationwide through the
2 sale and leaseback of automated teller machines ("ATMs").
3 Defendants have misrepresented and continue to misrepresent the
4 source of investor returns, the profitability of the ATMs leased
5 by Cash Systems from WEG investors, the number of ATMs currently
6 installed and operating, the safety of the investment, and the
7 outstanding court judgments and administrative orders against
8 Rietz and Struth. The Commission seeks relief for Defendants'
9 violations of Sections 5(a), 5(c) and 17(a) of the Securities Act
10 of 1933, as amended (the "Securities Act") [15 U.S.C. §§ 77e(a),
11 77e(c) and 77q(a)] and Section 10(b) of the Securities Exchange
12 Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule
13 10b-5 thereunder [17 C.F.R. § 240.10b-5], and for Parrish, Struth
14 and Edgel's violations of Section 15(a)(1) of the Exchange Act
15 [15 U.S.C. § 78o(a)(1)]. Specifically, the Commission requests
16 that this Court enjoin Defendants from any further violations of
17 the securities laws, order Defendants to disgorge all benefits
18 obtained by virtue of their illegal conduct, together with
19 prejudgment interest, and order Defendants to pay civil
20 penalties.

21 JURISDICTION

22 2. This Court has jurisdiction over this action pursuant
23 to Section 22(a) of the Securities Act of 1933 [15
24 U.S.C. § 77v(a)] and Sections 21(e) and 27 of the Securities
25 Exchange Act of 1934 [15 U.S.C. §§ 78u(e) and 78aa]. Defendants
26 WEG, Cash Systems, Rietz, Parrish, Struth and Edgel have,
27 directly or indirectly, made use of the means or
28 instrumentalities of interstate commerce and/or of the mails in

1 connection with the securities transactions described in this
2 Complaint.

3 THE DEFENDANTS

4 3. Western Executive Group, Inc. ("WEG"), a Nevada
5 corporation headquartered in Reno, Nevada, offers and sells the
6 securities at issue in this action on a national basis, including
7 offers and sales in this judicial district. WEG is owned by
8 Rietz, Parrish, Struth, Edgel and a group of approximately 10
9 passive shareholders.

10 4. Cash Systems USA, Inc. ("Cash Systems"), a Nevada
11 corporation headquartered in Reno, Nevada, was incorporated in
12 August 1995. Cash Systems is owned by Rietz, Parrish, Struth and
13 Edgel. It has the same officers as WEG. Its principal business
14 is leasing ATMs from WEG investors.

15 5. WEG and Cash Systems are each the agent and alter ego
16 of the other. The separate corporate status of WEG and Cash
17 Systems should be disregarded.

18 6. Charles R. Rietz ("Rietz") is the president, chief
19 executive officer and 35% owner of WEG and Cash Systems. He
20 presently resides in Mesa, Arizona. In June 1978, Rietz
21 consented to the entry of an order by this Court permanently
22 enjoining him from future violations of the securities
23 registration and antifraud provisions of the securities laws.
24 See SEC v. NAVSAT Systems, Inc., et al., Civil Action No. C-77-
25 4683 RF (C.D. Cal. 1977) (the "Commission's NAVSAT action"). In
26 September 1982, Rietz consented to an order of the Commodity
27 Futures Trading Commission requiring him to, among other things:
28 (1) cease and desist from future violations of the Commodity

1 Exchange Act; (2) pay a civil penalty of \$12,500; and (3) not be
2 associated in any capacity with any firm that handles or operates
3 commodity trading accounts for three years from the date of the
4 order. See In the Matter of Western Financial Management, et
5 al., CFTC Docket No. 81-18, (the "CFTC cease and desist order").
6 On May 6, 1991, the State of California ordered Rietz to desist
7 and refrain from acting as an unregistered broker-dealer (the
8 "California desist and refrain order"). Also in 1991, Rietz
9 consented to an order of the Arizona Corporation Commission to,
10 among other things, cease and desist from the offer and sale of
11 unregistered, non-exempt securities and to pay an administrative
12 penalty of \$16,000. See In the Matter of the Offering of
13 Securities By Westech Lease Corporation, dba Western Executive
14 Group, et al., Docket No. S-2474-I (the "Arizona cease and desist
15 order").

16 7. Robert R. Parrish ("Parrish") is the Executive Vice
17 President of WEG and Cash Systems, and supervises all of WEG's
18 sales agents. Parrish owns 18% of WEG and is also an owner of
19 Cash Systems. Parrish is not registered with the Commission as a
20 broker or dealer.

21 8. Robert J. Struth ("Struth") resides in Southern
22 California. Struth is the Vice President of Marketing of WEG and
23 owns 10% of WEG. In addition, Struth is a Vice President and
24 owner of Cash Systems. In June 1978, Struth consented to the
25 entry of an order permanently enjoining him from violations of
26 the securities registration and antifraud provisions of the
27 securities laws in the Commission's NAVSAT action, supra at para.

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6). Struth is not registered with the Commission as a broker or
2 dealer.

3 9. R. Stephen Edgel ("Edgel") resides in Carmichael,
4 California. He is a Vice President and 10% owner of WEG. He is
5 also a Vice President and owner of Cash Systems. Edgel is not
6 registered with the Commission as a broker or dealer.

7 RELATED ENTITY

8 10. Save-U-Systems, Inc. ("Save-U-Systems) is a Florida
9 corporation headquartered in Leesburg, Florida. It is the
10 operating joint venture partner of Cash Systems. Save-U-Systems
11 is responsible for obtaining locations for, installing, operating
12 and managing all ATMs leased by WEG and Cash Systems from
investors. Save-U-Systems also sells ATMs to WEG that WEG re-
14 sells to its investors.

15 GENERAL ALLEGATIONS

16 The Security

17 11. In at least September 1995, Defendants began offering
18 and selling investments involving the sale and leaseback of
19 privately owned ATMs. These privately owned ATMs are not
20 affiliated with banks. The ATMs are placed in public locations
21 such as shopping malls, airports and convenience stores. The
22 ATMs generate revenue based on fees charged to customers who use
23 them. This offering is ongoing and is being promoted over the
24 Internet. Through June 1996, the Defendants raised over \$3.49
25 million from 132 investors nationwide.

26 12. The security offered and sold by Defendants consists of
27 the following: For an investment of \$23,950, an investor can
28 "purchase" an ATM from WEG. WEG's Purchase Agreement/Bill of

1 Sale states that this purchase price includes: (1) one Triton
2 Model 9500 ATM; (2) an operating software package; (3) shipping
3 and handling; (4) an optional installation package; and (5) an
4 optional location assignment. Simultaneous to the "purchase" of
5 the ATM, the investor leases the ATM back to Cash Systems. The
6 ATM Equipment Lease Agreement ("Lease Agreement") states that
7 Cash Systems will lease the ATM back from the investor for 60
8 months. During that time, Cash Systems will install, service,
9 operate, and manage the ATM for the investor. In exchange for
10 the leased interest in the ATM, Cash Systems agrees to pay the
11 investor \$600.38 per month for the term of the lease.

12 13. In their offering documents, Defendants highlight the
13 "fixed, high monthly income" of the ATM investment program that
14 leads to "17.4% APR Base Rent plus Bonus Rent up to 40% APR total
15 and more."

16 14. The offering documents also state that Cash Systems and
17 Save-U-Systems are responsible for site location and leasing,
18 installation, marketing and promotion of each ATM leased from
19 investors. In return for these services, Cash Systems receives
20 70% of all revenue generated by the ATMs in excess of lease
21 payments and other expenses, and Save-U-Systems receives 30%.

22 15. Since March of 1996, all revenue generated by the ATMs
23 operated by Cash Systems has been deposited into a single pooled
24 account at Palm Desert National Bank.

25 16. The Lease Agreement states that at all times during the
26 term of the lease, the ATM is "under the sole and absolute
27 control" of Cash Systems.

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17. Even though the offering documents state that leasing
2 the ATM back to Cash Systems is "optional," Defendants encourage
3 investors to lease their ATMs to Cash Systems.

4 18. To date, all investors who have purchased ATMs from WEG
5 have leased them back to Cash Systems.

6 19. Defendants offer to sell and have sold partial
7 interests in ATMs to investors.

8 20. Defendants offer to sell and have sold at least one ATM
9 under an alternative arrangement in which the investor splits the
10 profit with Cash Systems and receives 50% of the revenue
11 generated by the ATM as a lease payment.

12 21. As an additional incentive to purchase the security,
13 Defendants promise investors who purchase and lease back more
14 than one ATM a "multiple-unit purchase percentage rent bonus."
15 Specifically, investors who purchase and lease back two ATMs are
16 promised, in addition to their monthly lease payments, a "bonus"
17 of 3% of the gross revenues in excess of \$2,000 per month from
18 each ATM purchased. Investors who purchase and lease back three
19 or four ATMs are promised a "bonus" of 5% of the gross revenues
20 in excess of \$2,000 per month from each ATM purchased. The
21 "bonus" for investors who purchase five or more ATMs is
22 negotiable.

23 22. According to Defendants' offering documents, at the end
24 of the lease term, all investors may renew the lease for a
25 percentage-only lease payment of 5% of all gross income over
26 \$1,000 per month for 60 months or sell the ATM to Cash Systems
27 for the lesser of 10% of its residual value (\$2,395) or fair

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1 market value based on a formula based on the actual revenue
2 history for the ATM.

3 The Offer and Sale of the Security

4 23. Defendants solicit prospective investors for the ATM
5 investment program on a nationwide basis, and have solicited
6 investors in this judicial district. The ATM investment program
7 is offered to the public through a general solicitation,
8 including presentations at private investment seminars and
9 conventions, mass mailings, and over the Internet.

10 24. Defendants offer and sell the ATM investment program
11 through at least 16 sales agents located throughout the country
12 who are supervised by Parrish.

13 25. Defendants Rietz, Parrish, Edgel and Struth have each
14 actively and substantially participated in the offer and sale of
15 these securities.

16 The Use of Investor Funds

17 26. From September 1995 through June 1996, WEG received at
18 least \$3.49 million from investors. WEG used these funds as
19 follows:

- 20 a. at least \$1.37 million was transferred to Save-U-
21 Systems;
22 b. at least \$690,000 was paid to WEG sales agents as
23 commission;
24 c. at least \$78,900 was withdrawn as cash;
25 d. at least \$522,100 was used for undetermined purposes;
26 e. at least \$240,000 was transferred to other WEG bank
27 accounts;

28 / / /

- 2 f. at least \$164,000 was used to pay monthly lease
3 payments to investors;
4 g. at least \$150,000 was transferred to Rietz, Parrish,
5 Struth and Edgel;
6 h. at least \$80,000 was transferred to the account of a
7 WEG-related company.

8 Material Misrepresentations and Omissions of Material
9 Facts Regarding the ATM Investment Program

10 27. Defendants misrepresent and fail to disclose the
11 following material facts to investors in connection with the
12 offer and sale of the ATM investment program: (1) that lease
13 payments come from new investor money paid to WEG; (2) the
14 profitability of the ATMs leased by Cash Systems from WEG
15 investors; (3) the number of ATMs currently installed and
16 operating; (4) the safety of the investment; and (5) the prior
17 disciplinary histories of Rietz and Struth.

18 Defendants Fail to Disclose That Lease Payments
19 Come From New Investor Money Paid to WEG

20 28. According to the Lease Agreement, Cash Systems is
21 required to make lease payments on the 1st or 15th of the month
22 60 days after the investor returns his or her completed
23 agreements and the cash investment to WEG. Cash Systems pays
24 lease payments whether or not the investor's ATM is installed and
25 operating.

26 29. A document provided to investors by Cash Systems'
27 disbursing agent states that investors' lease payments "will come
28 solely from the net ATM transaction fees . . . and/or from

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1 supplemental deposits, if any, made by Cash Systems for the
2 credit of specific ATM accounts."

3 30. Defendants fail to disclose to investors that the
4 "supplemental deposits" from Cash Systems actually come from new
5 investor money paid to WEG.

6 31. Rietz and Parrish knew, at all relevant times, that the
7 money transferred to Cash Systems to pay investors came from WEG.

8 32. Defendants further failed to disclose to investors that
9 the ATMs they operate for investors have never generated
10 sufficient revenue to cover the lease payments owed to investors.

11 33. Rietz and Parrish both knew, at all relevant times,
12 that the ATMs leased by Cash Systems from WEG investors were not
13 generating enough revenue to make lease payments to investors.

14 34. Defendants knew, at all relevant times, that Cash
15 Systems made lease payments to investors even if Cash Systems had
16 not installed or made operational the investor's ATM.

17 Defendants Misrepresent the Profitability of the ATMs

18 Leased by Cash Systems From WEG Investors

19 35. The offering documents state that the ATM program has
20 "income production proven on over 70 ATMs operating." Defendants
21 also distributed fliers to investors stating that Cash Systems'
22 average monthly gross revenue is \$3,200 per ATM and its average
23 monthly net revenue is \$2,540 per ATM. WEG also states that the
24 lowest revenue experience on any operating ATM has been
25 approximately \$1,500 per month.

26 36. Contrary to Defendants' representations to investors,
27 only 42 ATMs were operating and generating revenue as of July
28 1996. Of those 42 ATMs, only two ATMs generate enough revenue to

1 cover the expenses and lease payments associated with each such
2 ATM. Further, only two other ATMs currently operating generate
3 enough revenue to cover lease payments before the payment of
4 expenses.

5 37. Contrary to Defendants' representations to investors,
6 the average gross monthly revenue per ATM operating in July 1996
7 and August 1996 was only approximately \$450-850 per ATM.

8 38. Rietz and Parrish knew, at all relevant times, that the
9 ATMs operating by Cash Systems did not generate enough revenue to
10 cover lease payments owed to investors.

11 Defendants Misrepresent the Number of ATMs Currently
12 Installed and Operating

13 39. Defendants have misrepresented to investors the number
14 of ATMs that are installed and operating. In October of 1995,
15 Cash Systems told investors that it had 63 ATMs installed. In
16 addition, the offering documents state revenue projections are
17 "based on revenue experience from over 70 units in operation."
18 And, in a April 1996 letter, Rietz told investors "[w]e are
19 pleased to report that the installation of the machines is
20 proceeding well."

21 40. Rietz, Parrish and Edgel knew, at all relevant times,
22 that significantly fewer ATMs were actually installed and
23 operating than were represented to investors to be installed and
24 operating.

25 Defendants Misrepresent the Safety of the Program

26 41. The offering documents highlight the safety of the ATM
27 investment program. In a document provided to investors titled
28 "Five Major Reasons to Seriously Consider our ATM

1 Purchase/Leaseback," the Defendants list "safety" as one of the
2 major reasons to invest in the ATM investment program.

3 42. The offering documents further state "not only are your
4 lease payments secured by your equipment, but by the total
5 average revenue of all ATMs leased and operated by Cash Systems."

6 43. Defendants knew at all relevant times that the total
7 average revenue for all ATMs leased and operated by Cash Systems
8 provided no security to investors because the total average
9 revenue for all ATMs leased and operated by Cash Systems was
10 significantly less than the current lease payments.

11 Defendants Fail to Disclose the Prior Disciplinary

12 Histories of Rietz and Struth

13 44. The offering documents state that Rietz's "business
14 career spans thirty years as an entrepreneur engaged primarily in
15 investment banking, financial and tax planning, insurance,
16 retailing, real estate and marketing investment securities." The
17 offering documents further state that Rietz has been licensed to
18 sell commodities, securities, insurance and real estate, and that
19 he is "active in church and community affairs." The offering
20 documents also state that Struth "has over thirty-five years of
21 business experience as an entrepreneur, in product marketing, and
22 as a financial executive," and that he is or has been licensed to
23 sell insurance, securities and real estate.

24 45. The offering documents do not disclose that in 1978
25 Rietz and Struth both consented to the entry of orders
26 permanently enjoining them from future violations of the
27 securities registration and antifraud provisions of the
28 securities laws in the Commission's NAVSAT action. See SEC v.

1 NAVSAT Systems, Inc., et al., Civil Action No. C-77-4683 RF (C.D.
2 Cal. 1977)

3 46. The offering documents also fail to disclose the
4 previously described CFTC cease and desist order, see In the
5 Matter of Western Financial Management, et al., dated September
6 16, 1982, issued by the Commodity Futures Trading Commission, the
7 California desist and refrain order, and the Arizona cease and
8 desist order involving Rietz, see In the Matter of the Offering
9 of Securities By Westech Lease Corporation, dba Western Executive
10 Group, et al., dated September 5, 1991, issued by the Arizona
11 Corporation Commission.

12 FIRST CLAIM

FRAUD IN THE OFFER OR SALE OF SECURITIES

13 Section 17(a) of the
14 Securities Act of 1933 [15 U.S.C. § 77q(a)]
15
16 (Against All Defendants)

17 47. Paragraphs 3 through 46 of this Complaint are realleged
18 and incorporated herein by reference.

19 48. Defendants, and each of them, by engaging in the
20 conduct described in Paragraphs 3 through 46 above, directly or
21 indirectly, in the offer or sale of securities, by the use of
22 means or instruments of transportation or communication in
23 interstate commerce or by the use of the mails:

- 24 a. with scienter, employed devices, schemes or
- 25 artifices to defraud;
- 26 b. obtained money or property by means of untrue
- 27 statements of material fact or by omitting to
- 28 state material facts necessary in order to make

2 the statements made, in the light of the
3 circumstances under which they were made, not
4 misleading; or

5 c. engaged in transactions, practices or courses of
6 business which operated or would operate as a
7 fraud or deceit upon the purchasers of such
8 securities.

9 49. By reason of the foregoing, Defendants, and each of
10 them violated, and unless restrained and enjoined will continue
11 to violate, Section 17(a) of the Securities Act of 1933 [15
12 U.S.C. § 77q(a)].

13 SECOND CLAIM

14 FRAUD IN CONNECTION WITH THE
15 PURCHASE OR SALE OF SECURITIES

16 Section 10(b) of the Securities Exchange
17 Act of 1934 [15 U.S.C. § 78j(b)] & Rule 10b-5
18 thereunder [17 C.F.R. § 240.10b-5]

19 (Against All Defendants)

20 50. Paragraphs 3 through 46 of this Complaint are realleged
21 and incorporated herein by reference.

22 51. Defendants, and each of them, by engaging in the
23 conduct described in Paragraphs 3 through 46, directly or
24 indirectly, in connection with the purchase or sale of
25 securities, by the use of means or instrumentalities of
26 interstate commerce, or of the mails, or of a facility of a
27 national securities exchange, with scienter:

28 a. employed devices, schemes or artifices to defraud;

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2 b. made untrue statements of material facts or
3 omitted to state material facts necessary in order
4 to make the statements made, in the light of the
5 circumstances under which they were made, not
6 misleading; or

7 c. engaged in acts, practices or courses of business
8 which operated or would operate as a fraud or
9 deceit upon other persons.

10 52. By reason of the foregoing, Defendants, and each of
11 them violated, and unless restrained and enjoined will continue
12 to violate, Section 10(b) of the Securities Exchange Act of 1934
13 [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §
14 240.10b-5].

15 THIRD CLAIM

16 OFFER AND SALE OF UNREGISTERED SECURITIES

17 Sections 5(a) and 5(c) of the Securities Act of 1933

18 [15 U.S.C. §§ 77e(a) and 77e(c)]

19 (Against All Defendants)

20 53. The allegations contained in paragraphs 3 through 46 of
21 this Complaint are realleged and incorporated by reference.

22 54. Defendants, and each of them, from September of 1995
23 through the present, by engaging in the conduct described in
24 paragraphs 3 through 46 above, directly or indirectly, through
25 use of the means or instruments of transportation or
26 communication in interstate commerce or the mails, offered to
27 sell or sold securities in the form of investment contracts
28 described to investors as sale and lease-back agreements, or,
directly or indirectly, carried or caused such securities to be

1 carried through the mails or in interstate commerce, for the
2 purpose of sale or delivery after sale.

3 55. No registration statement has been filed with the
4 Commission or has been in effect with respect to these
5 securities.

6 56. By reason of the foregoing, Defendants, and each of
7 them, violated, and unless restrained and enjoined will continue
8 to violate Sections 5(a) and 5(c) of the Securities Act of 1933
9 [15 U.S.C. §§ 77e(a) and 77e(c)].

10 FOURTH CLAIM

11 VIOLATIONS OF THE BROKER-DEALER REGISTRATION PROVISIONS

12 Section 15(a)(1) of the Securities Exchange Act of 1934

[15 U.S.C. §§ 78o(a)(1)]

14 (Against Parrish, Struth and Edgel)

15 57. The allegations contained in paragraphs 3 through 46 of
16 this Complaint are realleged and incorporated by reference.

17 58. Defendants Parrish, Struth and Edgel, and each of them,
18 from September of 1995 through the present, by engaging in the
19 conduct described in paragraphs 3 through 46 above, directly or
20 indirectly, made use of the mails or means or instrumentalities
21 of interstate commerce to effect transactions in securities,
22 without being registered as brokers or dealers in accordance with
23 Section 15(b) of the Exchange Act [15 U.S.C. § 78o(b)], in
24 violation of Section 15(a)(1) of the Exchange Act [15 U.S.C. §
25 78o(a)(1)].

26 59. By reason of the foregoing, Defendants Parrish, Struth,
27 and Edgel, and each of them, violated, and unless restrained and

28 / / /

1 enjoined will continue to violate, Section 15(a)(1) of the
2 Exchange Act [15 U.S.C. § 78o(a)(1)].

3 PRAYER FOR RELIEF

4 WHEREFORE, the Commission respectfully requests that this
5 Court:

6 I.

7 Issue findings of fact and conclusions of law that
8 Defendants, and each of them, committed the violations charged
9 and alleged herein.

10 II.

11 Preliminarily and permanently enjoin Defendants, and each of
12 them, from violating Sections 5(a), 5(c) and 17(a) of the
13 Securities Act and Section 10(b) of the Exchange Act and Rule
14 10b-5 thereunder.

15 III.

16 Preliminarily and permanently enjoin Defendants Parrish,
17 Struth, and Edgel, from violating Sections 15(a)(1) of the
18 Exchange Act.

19 IV.

20 Issue a temporary restraining order:

21 A. enjoining Defendants, and each of them, from:

- 22 1. transferring, changing, wasting, dissipating,
23 converting, concealing or otherwise disposing of, in any manner,
24 any funds, assets, claims, or other property or assets owned or
25 controlled by, or in the possession or custody of them or their
26 subsidiaries, successors and affiliates;

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2. transferring, assigning, selling, hypothecating, or otherwise disposing of any notes, investment contracts, or other securities held by them;

3. destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any books, records, computer programs, computer files, computer print outs, correspondence, memoranda, brochures, or any other documents of any kind, pertaining in any manner to any transactions in the securities of any company, including, without limitation, transactions involving the offer and sale of ATMs, or to any communications between any of them;

B. placing an immediate freeze on all accounts at any bank, financial institution or brokerage firm, all certificates of deposit, or other funds, assets or securities, held in the name of, or for the benefit of, WEG or Cash Systems.

V.

Order Defendants, and each of them, to disgorge all benefits gained and losses avoided as a result of their illegal conduct and to pay prejudgment interest thereon.

VI.

Order Defendants, and each of them, to pay civil penalties pursuant to Section 20(d)(1) of the Securities Act [15 U.S.C. § 77t(d)(1)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].

VII:

Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and

1 decrees that may be entered, or to entertain any suitable
2 application or motion for additional relief within the
3 jurisdiction of this Court.

4 VIII.

5 Grant such other and further relief as this Court may
6 determine to be just and necessary.

7
8 DATED: October 2, 1996



9 David M. Bassham
10 Attorney for Plaintiff Securities
11 and Exchange Commission
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