

1 Laura Fremont
CA Bar No. 159670
2 David M. Newman
CA Bar No. 54218
3 Attorneys for Plaintiff
Federal Trade Commission
4 901 Market Street, Suite 570
San Francisco, CA 94103
5 (415) 848-5100 (voice)
(415) 848-5184 (fax)
6
7

8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 FEDERAL TRADE COMMISSION,

12 Plaintiff,

13 v.

14 BIOPULSE INTERNATIONAL, INC.,
15 BIOPULSE, INC.,
16 JONATHAN NEVILLE, and
LORAN SWENSON,

17 Defendants.

**STIPULATED FINAL
JUDGMENT AND ORDER RE
BIOPULSE INTERNATIONAL,
INC., BIOPULSE, INC., AND
LORAN SWENSON**

Case No:

18
19 On July 23, 2002, plaintiff, the Federal Trade Commission ("FTC" or "Commission"), filed a
20 Complaint for permanent injunction and other relief ("Complaint"), pursuant to Section 13(b) of the
21 Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 53(b), against BioPulse International, Inc.,
22 BioPulse, Inc., Jonathan Neville, and Loran Swenson.

23 The Commission and Defendants BioPulse International, Inc., BioPulse, Inc., and Loran
24 Swenson ("Defendants") have stipulated to the entry of this Final Judgment and Order ("Order") in
25 settlement of the Commission's Complaint against Defendants. The Court, being advised in the
26 premises, finds as follows:
27

1 **FINDINGS**

2 1. In its Complaint, the Commission alleged that Defendants violated Sections 5(a) and 12
3 of the FTC Act, 15 U.S.C. §§ 45(a) and 52. The Commission sought permanent injunctive relief for
4 alleged deceptive acts or practices by Defendants in connection with the marketing and sale of health
5 and medical services, including insulin-induced hypoglycemic sleep therapy, also known as induced
6 hypoglycemic treatment or IHT (“IHT”), which involves injecting insulin into cancer patients,
7 purportedly to “starve” tumors; and acoustic lightwave treatment (“ALW”), which involves having
8 patients sit in front of a light source purportedly to receive treatment for a variety of diseases and
9 conditions.

10 2. The Commission has the authority under Section 13(b) of the FTC Act, 15 U.S.C.
11 § 53(b), to seek the relief it has requested.

12 3. This Court has jurisdiction over the subject matter of this case, and jurisdiction over
13 Defendants. Venue in the Northern District of California is proper, and the Complaint states a claim
14 upon which relief may be granted against the Defendants.

15 4. The activities of Defendants as alleged in the Commission’s Complaint were or are in or
16 affecting commerce, as defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

17 5. The Commission and Defendants stipulate and agree to this Order, without trial or final
18 adjudication of any issue of fact or law, to settle and resolve all matters in dispute arising from the
19 Complaint to the date of entry of this Order. By entering this stipulation, Defendants do not admit or
20 deny any of the allegations set forth in the Complaint, other than jurisdictional facts; *provided,*
21 *however,* Defendants agree that the facts as alleged in the Complaint filed in this
22 action shall be taken as true in any subsequent litigation filed by the Commission to enforce its
23 rights pursuant to this Order, including but not limited to a nondischargeability complaint in any
24 bankruptcy proceeding.

25 6. Defendants waive all rights to seek judicial review or otherwise challenge or contest the
26 validity of this Order, and further waive and release any claim they may have against the FTC or its
27 employees, agents or representatives. Defendants also waive any claim that they may have held under

1 the Equal Access to Justice Act, 28 U.S.C. § 2412, *as amended by* Pub.L. 104-121, 110 Stat. 847,
2 863-64 (1996) concerning the prosecution of this action to the date of entry of this Order. Each party
3 to this Order shall bear its own costs and attorneys' fees incurred in connection with this action.

4 7. Entry of this Order is in the public interest.

5 8. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Order are
6 binding upon Defendants, and their officers, agents, servants, employees and attorneys, and all other
7 persons or entities in active concert or participation with them, who receive actual notice of this Order
8 by personal service or otherwise.

9 9. Any voluntary bankruptcy petition filed by any or all Defendants does not automatically
10 stay this action, which the Court finds is the “commencement or continuation of any action or
11 proceeding by a governmental unit to enforce such governmental unit’s police or regulatory power,” as
12 set forth in 11 U.S.C. § 362(b)(4).

13 10. Any voluntary bankruptcy petition filed by any Defendant does not divest this Court of
14 jurisdiction to enter this final judgment against Defendants.

15 **ORDER**

16 **I. DEFINITIONS**

17 IT IS THEREFORE STIPULATED AND ORDERED, that, for the purposes of this Order,
18 the following definitions shall apply:

19 A. “Defendants” shall mean BioPulse International, Inc. (“BioPulse”), BioPulse, Inc.
20 (“BI”), and each of their divisions, subsidiaries, and affiliates, and each of their successors or assigns;
21 Loran Swenson, individually and as an officer and director of BioPulse and BI; and any combination of
22 the foregoing.

23 B. “Participating associates” shall refer to Defendants’ officers, agents, servants,
24 employees, attorneys and all persons or entities in active concert or participation with Defendants who
25 receive actual notice of this Order by personal service or otherwise.

26 C. “Food,” “drug,” and “device” shall mean as “food,” “drug,” and “device” are defined in
27 Section 15 of the FTC Act, 15 U.S.C. § 55.

1 D. "Covered product or service" shall mean any dietary supplement, food, drug, or device,
2 or any health-related service or program.

3 E. "Substantially similar service" shall mean any service in which a person receives insulin
4 injections for any purpose other than the treatment of diabetes.

5 F. "Competent and reliable scientific evidence" shall mean tests, analyses, research,
6 studies, or other evidence based on the expertise of professionals in the relevant area, that has been
7 conducted and evaluated in an objective manner by persons qualified to do so, using procedures
8 generally accepted in the profession to yield accurate and reliable results.

9 G. "Document(s)" or "record(s)" shall refer to:

10 1. The original or a true copy of any written, typed, printed, electronically stored,
11 transcribed, taped, recorded, filmed, punched, or graphic matter or other data
12 compilations of any kind, including, but not limited to, letters, e-mail or other
13 correspondence, messages, memoranda, interoffice communications, notes,
14 reports, summaries, manuals, magnetic tapes or discs, tabulations, books,
15 records, checks, invoices, workpapers, journals, ledgers, statements, returns,
16 reports, schedules, or files; and

17 2. Any information stored on any desktop personal computer ("PC") and
18 workstations, laptops, notebooks, or other portable computers, whether
19 assigned to individuals or in pools of computers available for shared use; and
20 home computers used for work-related purposes; backup disks and tapes,
21 archive disks and tapes, and other forms of offline storage, whether stored
22 onsite with the computer used to generate them, stored offsite in another
23 company facility or stored offsite by a third-party, such as in a disaster recovery
24 center; and computers and related offline storage used by Defendants'
25 participating associates, which may include persons who are not employees of
26 the company or who do not work on company premises.

27 H. The terms "and" and "or" in this Order shall be construed conjunctively or disjunctively

1 as necessary, to make the applicable sentence or phrase inclusive rather than exclusive.

2 I. The term “including” shall mean “without limitation.”

3 J. Any requirement that Defendants “notify” or “provide” any information or material to
4 the Commission, shall mean that Defendants shall send the necessary information or material via first-
5 class mail, costs prepaid, to:

6 Director, Western Region
7 Federal Trade Commission
8 901 Market Street, Suite 570
9 San Francisco, CA 94103
10 Attn: FTC v. BioPulse International, Inc.
11 Matter No. 0123057

12 **II. PROHIBITED REPRESENTATIONS**

13 A. IT IS FURTHER STIPULATED AND ORDERED that, in connection with the
14 advertising, promotion, offering for sale, sale, or distribution of IHT or any substantially similar service,
15 the Defendants and their participating associates are permanently enjoined from making any
16 misrepresentation, or assisting others in making any misrepresentation, in any manner, expressly or by
17 implication, about the safety of IHT or any such service.

18 B. IT IS FURTHER STIPULATED AND ORDERED that, in connection with the
19 advertising, promotion, offering for sale, sale, manufacturing, labeling, or distribution of IHT, ALW, or
20 any other covered product or service, the Defendants and their participating associates are permanently
21 enjoined from making any representation, or assisting others in making any representation, in any
22 manner, expressly or by implication:

- 23 (1) That such product or service is an effective treatment for cancer;
- 24 (2) That such product or service has any effect on cancer tumors;
- 25 (3) That such product or service is an effective treatment for any disease or health
26 condition, including, but not limited to, arthritis, candida yeast infection,
27 influenza, headaches, parasites, lyme disease, or pneumonia; or
- 28 (4) About the health benefits, performance, safety or efficacy of any such product
or service;

1 unless, at the time the representation is made, Defendants possess and rely upon competent and reliable
2 scientific evidence that substantiates the representation.

3 **III. SUSPENDED JUDGMENT AND RIGHT TO REOPEN**
4 **AND TERMINATE SUSPENSION**

5 IT IS FURTHER STIPULATED AND ORDERED that:

6 A. Judgment is hereby entered against the Defendants, jointly and individually, in the
7 amount of Four Million, Three Hundred Twenty Eight Thousand Dollars (\$4,328,000.00); *provided*,
8 *however*, that this judgment shall be suspended until further order of the Court, *and provided further*
9 that this judgment shall be subject to the conditions set forth in subsection D of this Paragraph.

10 B. All funds paid pursuant to this Paragraph shall be deposited into a fund administered by
11 the Commission or its agent to be used for equitable relief, including but not limited to consumer redress
12 and any attendant expenses for the administration of any redress fund. In the event that direct redress
13 to consumers is wholly or partially impracticable or funds remain after redress is completed, the
14 Commission may apply any remaining funds for such other equitable relief (including consumer
15 information remedies) as it determines to be reasonably related to the Defendants' practices alleged in
16 the Complaint. Any funds not used for such equitable relief shall be deposited to the Treasury as
17 disgorgement. Defendants shall have no right to challenge the Commission's choice of remedies under
18 this Paragraph.

19 C. Proceedings instituted under this Paragraph are in addition to, and not in lieu of,
20 any other civil or criminal remedies that may be provided by law, including any other
21 proceedings the Commission may initiate to enforce this Order.

22 D. The Commission's agreement to this Order is expressly premised upon the truthfulness,
23 accuracy and completeness of the sworn financial statements of Defendants BioPulse International, Inc.,
24 BioPulse, Inc., and Loran Swenson, executed on April 1, 2002, April 1, 2002, and March 6, 2002,
25 respectively; and on consolidated balance sheets, statements of operation, and internal financial
26 statements of BioPulse International, Inc. and BioPulse, Inc. supplied to the Commission on March 10,
27 2002. Said financial statements and documents contain material information upon which the FTC has

1 relied in negotiating and agreeing to the terms of this Order. If, upon motion by the Commission to the
2 Court, the Court finds that any named Defendant failed to disclose, in such sworn financial statements,
3 any material asset with a value exceeding One Thousand Dollars (\$1,000), or materially misrepresented
4 the value of any asset, or made any other material misrepresentation in or omission from their financial
5 statement, the suspension of the monetary judgment will be terminated and the entire judgment amount
6 of \$4,328,000.00 will be immediately due and payable. For purposes of this Section, and any
7 subsequent proceedings to enforce payment – including, but not limited to, a non-dischargeability
8 complaint filed in a bankruptcy proceeding – each Defendant stipulates to all of the allegations in the
9 Commission’s complaint.

10 **IV. ACKNOWLEDGMENT OF RECEIPT OF ORDER**

11 IT IS FURTHER STIPULATED AND ORDERED that, within five (5) business days after
12 receipt by Defendants of this Order as entered by the Court, Defendant Swenson, individually and on
13 behalf of Defendants BioPulse and BI, shall execute and submit to the Commission a truthful sworn
14 statement, in the form shown on Appendix A, that shall acknowledge receipt of this Order.

15 **V. DISTRIBUTION OF ORDER**

16 IT IS FURTHER STIPULATED AND ORDERED that, for a period of five (5) years from the
17 date of entry of this Order, Defendants shall:

18 A. Provide a copy of this Order to, and obtain a signed and dated acknowledgment of
19 receipt of same from, each officer or director, each individual serving in a management capacity, all
20 personnel involved in responding to consumer complaints or inquiries, all medical or health care
21 personnel, and all sales personnel, whether designated as employees, consultants, independent
22 contractors or otherwise, immediately upon employing or retaining any such persons, or, if such
23 persons are currently employed or retained, within five (5) days of the date of entry of this order, of
24 BioPulse, BI, and any business directly or indirectly owned, operated or controlled by Defendant
25 Swenson, Defendant BioPulse, or Defendant BI, where the business is engaged in the advertising,
26 promotion, offering for sale, sale, manufacturing, labeling or distribution of any covered product or
27 service; and

1 B. Maintain for a period of three (3) years after creation, and upon reasonable notice,
2 make available to representatives of the Commission, the original signed and dated acknowledgments
3 of the receipt of copies of this Order, as required in Subsection A of this Paragraph.

4 **VI. COMMISSION'S AUTHORITY TO MONITOR COMPLIANCE**

5 IT IS FURTHER STIPULATED AND ORDERED that the Commission is authorized to
6 monitor Defendants' compliance with this Order by all lawful means, including but not limited to the
7 following:

8 A. The Commission is authorized, without further leave of court, to obtain discovery from
9 any person in the manner provided by Chapter V of the Federal Rules of Civil Procedure, Fed. R. Civ.
10 P. 26 - 37, including the use of compulsory process pursuant to Fed. R. Civ. P. 45, for the purpose of
11 monitoring and investigating Defendants' compliance with any provision of this Order;

12 B. The Commission is authorized to use representatives posing as consumers and suppliers
13 to Defendants, Defendants' employees, or any other entity managed or controlled in whole or in part by
14 Defendants, without the necessity of identification or prior notice;

15 C. Nothing in this Order shall limit the Commission's lawful use of compulsory process,
16 pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1, to investigate whether
17 Defendants have violated any provision of this Order or Sections 5 or 12 of the FTC Act, 15 U.S.C.
18 §§ 45 and 52.

19 **VII. COMPLIANCE REPORTING**

20 IT IS FURTHER STIPULATED AND ORDERED that, in order that compliance with the
21 provisions of this Order may be monitored:

22 A. For a period of five (5) years from the date of entry of this Order, Defendant Swenson
23 shall notify the Commission of the following:

24 1. Any changes in his residence, mailing address, and telephone number(s), within
25 ten (10) days of the date of such change;

26 2. Any changes in his employment status (including self-employment) within ten
27 (10) days of such change. Such notice shall include the name and address of each

1 business that Defendant is affiliated with or employed by, a statement of the nature of
2 the business, and a statement of Defendant's duties and responsibilities in connection
3 with the business or employment;

4 3. Any proposed change in the structure of any business entity owned or
5 controlled by him, such as creation, incorporation, dissolution, assignment, sale,
6 creation or dissolution of subsidiaries, the proposed filing of a bankruptcy petition, or
7 any other changes that may affect compliance obligations arising out of this Order,
8 within thirty (30) days prior to the effective date of any proposed change; *provided,*
9 *however,* that with respect to any proposed change in structure of such business about
10 which he learns, less than thirty (30) days prior to the date such action is to take place,
11 he shall notify the Commission as soon as practicable after learning of such proposed
12 change; and

13 B. For a period of five (5) years from the date of entry of this Order, Defendants BioPulse
14 and BI shall notify the Commission of any proposed change in the structure of either of them, such as
15 creation, incorporation, dissolution, assignment, sale, creation or dissolution of subsidiaries, the
16 proposed filing of a bankruptcy petition, or any other change that may affect compliance obligations
17 arising out of this Order, thirty (30) days prior to the effective date of any proposed change; *provided,*
18 *however,* that with respect to any proposed change in structure of such business about which
19 Defendant BioPulse or Defendant BI learns, less than thirty (30) days prior to the date such action is to
20 take place, such Defendant shall notify the Commission as soon as practicable after learning of such
21 proposed change; and

22 C. Sixty (60) days after the date of entry of this Order, Defendants shall provide a written
23 report to the FTC, sworn to under penalty of perjury, setting forth in detail the manner and form in
24 which they have complied and are complying with this Order. This report shall include but not be
25 limited to:

- 26 1. Defendant Swenson's then current residence address and telephone number(s);
- 27 2. Defendant Swenson's then current employment, business address(es), and

1 telephone number(s), a description of the business activities of each such employer, and
2 Defendant's title and responsibilities for each employer;

3 3. Defendants BioPulse's and BI's then current business address(es), telephone
4 number(s), a description of their business activities, and identification of all products or
5 services that they advertise, promote, offer for sale, sell, manufacture, label, or
6 distribute;

7 4. A copy of each acknowledgment of receipt of this Order obtained by
8 Defendants pursuant to Paragraph V;

9 5. A statement describing the manner in which Defendants have complied and are
10 complying with Paragraph II; and

11 D. Upon written request by a representative of the Commission, Defendants shall submit
12 additional written reports (under oath, if requested) and produce documents on fifteen (15) days' notice
13 with respect to any conduct subject to this Order.

14 E. For the purposes of this Paragraph, "employment" includes the performance of services
15 as an employee, consultant, or independent contractor; and "employers" include any individual or entity
16 for whom Defendant Swenson performs services as an employee, consultant, or independent
17 contractor.

18 F. For purposes of the compliance reporting required by this Paragraph, the Commission
19 is authorized to communicate directly with Defendants.

20 **VIII. ACCESS TO BUSINESS PREMISES**

21 IT IS FURTHER STIPULATED AND ORDERED that, for a period of five (5) years from the
22 date of entry of this Order, for the purpose of further determining compliance with this Order,
23 Defendants shall permit representatives of the Commission, within three (3) business days of receipt of
24 written notice from the Commission:

25 A. Access during normal business hours to any office, or facility storing documents, of
26 BioPulse, BI, or any business directly or indirectly owned, operated or controlled by Defendant
27 Swenson, Defendant BioPulse, or Defendant BI, where the business is engaged in the advertising,

1 promotion, offering for sale, sale, manufacturing, labeling, or distribution of any covered product or
2 service. In providing such access, Defendants shall permit representatives of the Commission to inspect
3 and copy all documents relevant to any matter contained in this Order; and shall permit Commission
4 representatives to remove documents relevant to any matter contained in this Order for a period not to
5 exceed five (5) business days so that the documents may be inspected, inventoried, and copied; and

6 B. To interview the officers, directors, and employees, including all personnel involved in
7 responding to consumer complaints or inquiries, and all sales personnel, whether designated as
8 employees, consultants, independent contractors or otherwise, of any business to which Subsection (A)
9 of this Paragraph applies, concerning matters relating to compliance with the terms of this Order. The
10 person interviewed may have counsel present.

11 *Provided* that, upon application of the Commission and for good cause shown, the Court may
12 enter an *ex parte* order granting immediate access to Defendants' business premises for the purposes
13 of inspecting and copying all documents relevant to any matter contained in this Order.

14 **IX. RECORD KEEPING PROVISIONS**

15 IT IS FURTHER STIPULATED AND ORDERED that, for a period of eight (8) years from
16 the date of entry of this Order, in connection with Defendants BioPulse and BI and any business
17 directly or indirectly owned, operated or controlled by Defendant Swenson, Defendant BioPulse, or
18 Defendant BI, where the business is engaged in the advertising, promotion, offering for sale, sale,
19 manufacturing, labeling or distribution of any covered product or service, Defendants are hereby
20 restrained and enjoined from failing to create, or have such business create, and from failing to retain,
21 unless otherwise specified:

22 A. All documents evidencing or referring to the health benefits, performance, safety, or
23 efficacy of any covered product or service advertised, promoted, offered for sale, sold, manufactured,
24 labeled, or distributed by Defendants, including, but not limited to, all tests, reports, studies,
25 demonstrations, or other evidence that confirm, contradict, qualify, or call into question the health
26 benefits, performance, safety, or efficacy of such product or service;

27 B. Books, records and accounts that, in reasonable detail, accurately and fairly reflect the

1 cost of any covered product or service sold and revenues generated;

2 C. Records accurately reflecting the name, address, and telephone number of each
3 manufacturer or laboratory engaged in the development or creation of any covered product or service
4 obtained by Defendants for the purpose of advertising, marketing, promoting, offering for sale, selling,
5 or distributing such product or service;

6 D. Records accurately reflecting the name, address, and telephone number of each person
7 employed by Defendants, including as an independent contractor, who is engaged in the advertising,
8 promotion, offering for sale, sale, manufacturing, labeling, distribution, or provision of any covered
9 product or service; that person's job title or position; the date upon which the person commenced
10 work; and the date and reason for the person's termination, if applicable;

11 E. Records containing the names, addresses, telephone numbers, dollar amounts paid,
12 quantity of items or services purchased, and description of items or services purchased or provided, for
13 all persons or entities to whom Defendants has sold, invoiced or shipped any covered product or
14 service;

15 F. Records that reflect, for every customer complaint or refund request relating to any
16 covered product or service, whether received directly or indirectly or through any third party: (1) the
17 customer's name, address, telephone number and the dollar amount paid by the customer; (2) the
18 written complaint or refund request, if any, and the date of the complaint or refund request; (3) the basis
19 of the complaint, including the name of any Defendant or participating associate complained against,
20 and the nature and result of any investigation conducted concerning any complaint; (4) each response
21 and the date of the response; (5) any final resolution and the date of the resolution; and (6) in the event
22 of a denial of a refund request, the reason for the denial; and

23 G. Copies of all advertisements, promotional materials, sales scripts, training materials, or
24 other marketing materials utilized relating to any covered product or service.

25 X. INDEPENDENCE OF OBLIGATIONS

26 IT IS FURTHER STIPULATED AND ORDERED that the expiration of any requirements
27 imposed by this Order shall not affect any other obligation arising under this Order.

1 **XI. RETENTION OF JURISDICTION**

2 IT IS FURTHER STIPULATED AND ORDERED that this Court shall retain jurisdiction of
3 this matter for purposes of construction, modification and enforcement of this Order.

4
5 SO STIPULATED:

6
7 _____
8 LAURA FREMONT
9 DAVID M. NEWMAN
10 Attorneys for Plaintiff
11 FEDERAL TRADE COMMISSION
12 901 Market Street, Suite 570
13 San Francisco, CA 94115
14 (415) 848-5100 (voice)
15 (415) 848-5184 (facsimile)

7 _____
8 LORAN SWENSON
9 Individually and on behalf of
10 BIOPULSE INTERNATIONAL, INC. and
11 BIOPULSE, INC

12
13
14 IT IS SO ORDERED, this _____ day of _____, 2002.

15
16 _____
17 UNITED STATES DISTRICT COURT
18
19
20
21
22
23
24
25
26
27

1 APPENDIX A

2 UNITED STATES DISTRICT COURT
3 NORTHERN DISTRICT OF CALIFORNIA

4
5
6 FEDERAL TRADE COMMISSION,

7 Plaintiff,

8 v.

9 BIOPULSE INTERNATIONAL, INC.,
10 BIOPULSE, INC.,
11 JONATHAN NEVILLE, and
12 LORAN SWENSON,

Defendants.

**AFFIDAVIT OF
LORAN SWENSON**

Case No:

13
14 Lorán Swenson, being duly sworn, hereby states and affirms as follows:

15 1. My name is Lorán Swenson. I am a Defendant in the above-captioned civil action. I
16 am a citizen of the United States and am over the age of eighteen. I have personal knowledge of the
17 facts set forth in this Affidavit, and if called as a witness, I could and would competently testify as to the
18 matter stated herein.

19 2. My current business address is *[insert address]*. My current business telephone
20 number is *[insert number]*. My current residential address is *[insert address]*. My current residential
21 telephone number is *[insert number]*.

22 3. On *[insert date]* I received, individually and on behalf of BioPulse International, Inc.
23 and BioPulse, Inc., a copy of the Stipulated Final Judgment and Order, which was signed by the
24 Honorable *[insert Judge's name]* and entered by the Court on *[insert date]*. A true and correct copy
25 of the Order that I received is appended to this Affidavit.

26 I declare under penalty of perjury under the laws of the United States that the foregoing is true
27

1 and correct. Executed on [insert date], at [insert city and state].

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Loran Swenson, individually and on behalf of
BioPulse International, Inc. and
BioPulse, Inc.

BEFORE ME this day personally appeared Loran Swenson, who being first duly sworn,
deposes and says that he has read and understands the foregoing statement and that he has executed
the same for the purposes contained therein.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2002, by Loran
Swenson. He is personally known to me or has presented [state type of identification] as
identification.

PRINT NAME

SIGNATURE

NOTARY PUBLIC,
STATE OF _____

Commission Number: _____

My Commission Expires: _____