

CV12-6035700

Return Date: October 16, 2012

HOWARD F. PITKIN, BANKING
COMMISSIONER

v.

THE MAGIC PLUNGER, LLC;
JEROLD L. JOHN; and
DALE N. THORP

SUPERIOR COURT

JUDICIAL DISTRICT OF
HARTFORD

SEPTEMBER 25, 2012

ORDER TO SHOW CAUSE

WHEREAS, the foregoing Application for Appointment of a Receiver has been presented to the Court; and

WHEREAS, upon application of the plaintiff, it appears that an order should be issued directing the defendants in this action to appear before the Court to show cause why a receiver should not be appointed.

NOW, THEREFORE, it is ordered that the defendants be summoned to appear before the Superior Court for the Judicial District of Hartford, 95 Washington Street in the City of Hartford, in Courtroom 3, October 22, 2012, at 9:30 o'clock in the foreafternoon then and there to show cause why a receiver should not be appointed as prayed for in the foregoing Application.

Dated at Hartford, Connecticut, this 27th day of September, 2012.

BY THE COURT

Adrian Bulechek
(, J.)

105.00

HEREOF FAIL NOT, but due service and return make.

Dated at Hartford, Connecticut, this 23rd day of September, 2012.

PLAINTIFF
HOWARD F. PITKIN,
COMMISSIONER OF BANKING

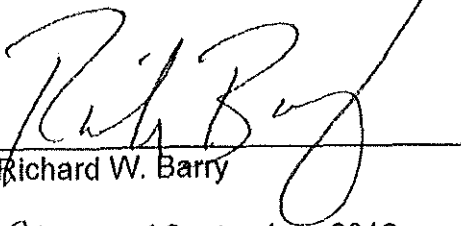
GEORGE JEPSEN
ATTORNEY GENERAL

BY: 85037
Lorrie Lewis Adeyemi
Assistant Attorney General
Juris No. 85037
55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5270
Fax: (860) 808-5385
His Attorney

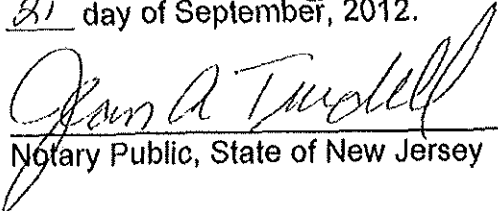
defendants. I am also the Chapter 11 Trustee of Liberty State Benefits of Delaware, Inc. and related entities and I am serving as the fiscal agent of a currently inactive public company. These matters arose from allegations of securities fraud involving tens of millions of dollars taken from the public. My efforts in these roles have been to investigate and prosecute claims, including those involving fraudulent conveyance, in order to recover moneys for creditors, including many investor victims.

4. Prior to founding RWBCS, I served as a Director in the forensic group of a New Jersey based accounting and consulting firm where I was responsible for overseeing the group's activities in the area of securities and certain other financial fraud related litigation. For over two decades before my association with the accounting firm, I directed the major investigations brought by the New Jersey Bureau of Securities. Those investigations covered schemes of every nature including fraudulent sales practices, stock trading and manipulation, and Ponzi schemes of every device. A central element of many of these investigations was the tracing, identification and recovery of assets for restitution to the victims of the scheme. I have attached a copy of my resume for your review.
5. I will bill for my services at a rate of \$260 per hour. Administrative and support services will be billed at a rate of from \$75 to \$150 per hour.

6. I have no current clients which might present a conflict of interest with the duties of a Receiver for The Magic Plunger, LLC. of West Simsbury, Connecticut ("Magic Plunger").
7. I have no financial interest or other interest in the Magic Plunger's business, and I have never had a financial interest or other interest in the Magic Plunger's business.


Richard W. Barry

Subscribed and sworn to before me this 21 day of September, 2012.


Notary Public, State of New Jersey

JEAN A. TRUDELL
A Notary Public of New Jersey
My Commission Expires 8/18/2014

SUMMONS - CIVIL

JD-CV-1 Rev. 6-11
 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
 52-48, 52-259, P.B. Secs. 3-1 through 3-21, 8-1

STATE OF CONNECTICUT
SUPERIOR COURT
 www.jud.ct.gov

See page 2 for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer, BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
95 Washington Street, Hartford, CT 06106		(860) 548-2700	October 16, 2012 <small>Month Day Year</small>
<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> G.A. Number:	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2)
<input type="checkbox"/> Housing Session		Hartford	Major: M Minor: 10

For the Plaintiff(s) please enter the appearance of:

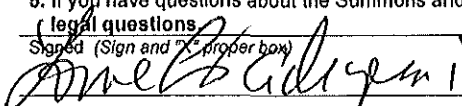
Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)	Juris number (to be entered by attorney only)
Lorrie Lewis Adeyemi, AAG, PO Box 120, 55 Elm St., Hartford, CT 06141-0120	85037
Telephone number (with area code)	Signature of Plaintiff (If self-represented)
(860) 808-5270	

Number of Plaintiffs: 1 Number of Defendants: 3 Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: Pitkin, Howard F., Banking Commissioner, Address: 260 Constitution Plaza, Hartford, CT 06103	P-01
Additional Plaintiff	Name: Address:	P-02
First Defendant	Name: The Magic Plunger, LLC, Address: 12 Beaverbrook Road, West Simsbury, CT 06092	D-50
Additional Defendant	Name: John, Jerold L., Address: 12 Beaverbrook Road, West Simsbury, CT 06092	D-61
Additional Defendant	Name: Thorp, Dale N., Address: 14 Autumn Way, Unionville, CT 06085	D-62
Additional Defendant	Name: Address:	D-63

Notice to Each Defendant

1. **YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left	Date signed
		Lorrie Lewis Adeyemi	09/25/2012

- If this Summons is signed by a Clerk:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.

For Court Use Only	
File Date	
Docket Number	

I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date
Name and address of person recognized to prosecute in the amount of \$250		
Signed (Official taking recognizance; "X" proper box)	<input type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Date

4. The defendant, Jerold L. John (hereinafter "John"), is an individual whose address is 12 Beaverbrook Road, West Simsbury, Connecticut 06092. At all times relevant hereto, John was the managing member and executive vice president of Magic Plunger.

5. The defendant, Dale N. Thorp (hereinafter "Thorp"), is an individual whose address is 14 Autumn Way, Unionville, Connecticut 06085. At all times relevant hereto, Thorp was the chief executive officer of Magic Plunger.

6. Pursuant to Conn. Gen. Stat. § 36b-26(a), the Commissioner conducted an investigation into the activities of the defendants to determine if they have violated, are violating, or are about to violate provisions of the Act. As a result of the Commissioner's investigation the following facts are alleged.

7. From December 2005 through March 2008, Magic Plunger issued securities in the form of senior subordinate[d] debentures, promissory notes and certificates of "limited membership interests."

8. From December 2005 through June 2007, defendants, individually or in concert, offered and sold securities consisting of senior subordinated debentures ("Debentures") issued by Magic Plunger to at least 77 investors, in an amount of approximately 1.9 Million Dollars (\$1,900,000).

9. The securities offered and sold by defendants were never registered in Connecticut under Conn. Gen. Stat. § 36b-16, nor were they exempt from registration under Conn. Gen. Stat. § 36b-21, nor were they covered securities within the meaning of Conn. Gen. Stat. § 36b-3(7).

10. The offer and sale of securities by defendants without registration under the Act violated Conn. Gen. Stat. § 36b-16.

11. This Court has jurisdiction over the subject matter of this complaint pursuant to Conn. Gen. Stat. §§ 36b-27(e)(1),(2),(3);51-164s;and 52-1.

COUNT TWO:

1. Paragraphs 1- 9 of Count One are realleged and incorporated herein as paragraphs 1-9 of Count Two.

10. In connection with the offer and sale of Debentures, defendants provided investors with a document for signature entitled, "The Magic Plunger LLC, Senior Subordinated Convertible Debenture" ("Debenture Agreement").

11. The Agreement provided that investors would earn interest on the unpaid principal amount of the Debentures from the date of signing the Debenture Agreement until the unpaid principal was paid in full with a right of conversion into fully paid non-assessable shares of common stock of Magic Plunger.

12. From January 2008 through March 2008, Defendants issued new securities, in the form of promissory notes and certificates of "limited membership interest" in Magic Plunger. These promissory notes and certificates of "limited membership interest" were issued, offered and sold in lieu of common stock to investors exercising their conversion privilege pursuant to the Debenture Agreement.

13-14. Paragraphs 9 -10 of Count One are realleged and incorporated herein as paragraphs 13-14 of Count Two.

COUNT THREE:

1-11. Paragraphs 1-11 of Count Two are realleged and incorporated herein as paragraphs 1-11 of Count Three.

12. The defendants failed to make interest payments to all investors as promised or agreed and failed to disclose to new investors that defendants lacked sufficient funds to make interest payments as stated in the Agreement.

13. The Agreement purportedly contained the entire agreement between the investors and Magic Plunger and no oral agreement not set forth therein had been made by or between the parties.

14. The defendants omitted to disclose to investors that an oral agreement existed between Magic Plunger and defendants John and Thorp in which said defendants would receive \$400,000.00 from investor funds for coming up with the Magic Plunger idea and its preliminary design and bringing the final product to market.

15. In the offer and sale of Debentures, promissory notes and certificates of "limited membership interest", defendants omitted to disclose to investors material information in disclosure documents that was necessary for investors to make informed decisions regarding their investments, including but not limited to the following:

- (a) the registration status of the securities;
- (b) the risks including the risk of loss associated with the investments;
- (c) background or financial information on directors, officers and /or principals of Magic Plunger;

- (d) the remuneration to be paid and or paid to directors, officers and or principals of Magic Plunger;
- (e) payments to be made and/or made to affiliated companies;
- (f) the estimated cash proceeds of the Magic Plunger securities offering;
- (g) purposes for which the cash proceeds of the offering would be used by

Magic Plunger;

- (h) Magic Plunger's financial statements; and
- (i) material litigation involving any directors, officers and/or principals.

16. In connection with the offer and sale of securities, defendants violated Conn. Gen. Stat. § 36b-4(a)(2) by omitting to state to investors material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

17. This Court has jurisdiction over the subject matter of this complaint pursuant to Conn. Gen. Stat. §§ 36b-27(e)(1),(2),(3);51-164s;and 52-1.

COUNT FOUR:

1-11. Paragraphs 1- 11 of Count Three are realleged and incorporated herein as paragraphs 1-11 of Count Four.

12. In response to the Commissioner's investigation the defendants submitted certain financial information to the Commissioner which revealed that Magic Plunger investor funds totaling approximately \$1,378,500 were deposited into a Wells Fargo bank account ("Wells Fargo account").

13. The financial information submitted by defendants revealed that, contrary to defendants' representations to investors, investor funds deposited into the Wells Fargo account were primarily used for purposes other than the manufacturing and marketing of toilet plungers or making interest payments to investors, and by June 2006, the investor funds in the Wells Fargo account were primarily dissipated.

14. In August 2006, defendants opened a bank account at Bank of America ("BoA account"). Defendants solicited funds for the purchase of Debentures from new investors and placed said funds into the BoA account to, inter alia, meet certain deadlines for making prior investors' interest payments;

15. Defendants John and Thorp, individually or in concert with others, misappropriated for their personal use a significant amount of money from investor funds that were deposited into the Wells Fargo and/or Bank of America accounts.

16. Between December 2005 and June 2007, approximately 1.9 Million (\$1,900,000) Dollars of investor funds were collectively deposited into Magic Plunger's Wells Fargo and Bank of America bank accounts. Upon information and belief, to date very little investor funds remain in said accounts.

17. In connection with the offer and sale of securities, defendants engaged in an act, practice or course of business which operated as a fraud or deceit in violation of Conn. Gen. Stat. § 36b-4(a)(3).

18. Based upon the foregoing, Magic Plunger's assets are diminishing at a rapid rate and it is necessary to appoint a receiver to preserve and protect Magic Plunger's assets for the benefit of its investors.

19. This Court has jurisdiction over the subject matter of this complaint pursuant to Conn. Gen. Stat. §§ 36b-27(e)(1)(2)(3); 51-164s; and 52-1.

PRAYER FOR RELIEF

WHEREFORE, the Commissioner, pursuant to Conn. Gen. Stat. § 36b-27(e)(1),(2) and (3), prays for:

1. An order temporarily and permanently enjoining the defendants from violating Sections 36b-16 and 36b-4(a) of the Connecticut General Statutes;
2. An order temporarily and permanently enjoining the defendants from offering or selling securities of The Magic Plunger, LLC;
3. An order requiring the defendants to make restitution in the amount of \$200,000.00;
4. The appointment of a receiver of the defendant Magic Plunger and its assets pursuant to Conn. Gen. Stat. § 36b-27(e)(1); and
5. Such other relief as the Court deems appropriate.

The amount, legal interest, or property in demand is fifteen thousand dollars (\$15,000.00) or more, exclusive of interest and costs.

HEREOF FAIL NOT, BUT OF THIS WRIT, with your doings thereon, make due service and return according to law.

Dated at Hartford, Connecticut this 25th day of September, 2012.

PLAINTIFF
HOWARD F. PITKIN, BANKING
COMMISSIONER

GEORGE JEPSEN
ATTORNEY GENERAL

BY: 85037
Lorrie Lewis Adeyemi
Assistant Attorney General
Juris No. 85037
55 Elm Street
P.O. Box 120
Hartford, CT 06141-0120
Tel: (860) 808-5270
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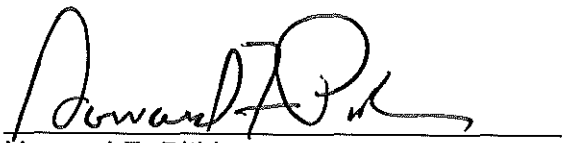
Please enter my appearance for the plaintiff in the above-captioned action.

GEORGE JEPSEN
ATTORNEY GENERAL

85037
Lorrie Lewis Adeyemi
Assistant Attorney General


VERIFICATION

I, Howard F. Pitkin, Banking Commissioner of the State of Connecticut, make oath and say that the material contained in the foregoing Petition is true to the best of my knowledge and belief.


Howard F. Pitkin

STATE OF CONNECTICUT)
) ss. Hartford September 25, 2012
COUNTY OF HARTFORD)

Before me personally appeared Howard F. Pitkin, Banking Commissioner of the State of Connecticut, who made oath to the truth of the matters contained herein.


Commissioner of the Superior Court

Return Date: October 16, 2012

HOWARD F. PITKIN, BANKING
COMMISSIONER

v.

THE MAGIC PLUNGER, LLC;
JEROLD L. JOHN; and,
DALE N. THORP

: SUPERIOR COURT
:
:
: JUDICIAL DISTRICT OF
: HARTFORD:
:
:

: September 25, 2012

**STIPULATED ORDER FOR INJUNCTIVE RELIEF
AND APPOINTMENT OF RECEIVER**

WHEREAS, the Plaintiff, Howard F. Pitkin, Banking Commissioner (hereinafter "Plaintiff"), instituted the above-captioned case against the defendants The Magic Plunger, LLC (hereinafter "Magic Plunger"), Jerold L. John (hereinafter "John"), and Dale N. Thorp (hereinafter "Thorp"); and

WHEREAS, in lieu of a hearing on Plaintiff's Application for Temporary Injunction and Appointment of Receiver, the Defendants, without admitting or denying the allegations contained in the Complaint, and the Plaintiff hereby stipulate and agree to an Order of Judgment from the Court pursuant to Conn. Gen. Stat. § 36b-27(e)(1) as follows:

I. **INJUNCTIVE RELIEF**

It is hereby ORDERED, ADJUDGED AND DECREED that:

A. Magic Plunger, John and Thorp shall individually and collectively be permanently enjoined from violating any provision of the Connecticut Uniform Securities Act, Conn. Gen. Stat. §§ 36b-1 et seq. (hereinafter the "Act"), and the Regulations promulgated thereunder;

B. Magic Plunger, its officers, directors, principals, agents, employees, successors, assigns, and all other persons acting in concert or participation with them who receive actual notice of the Court's Order by personal service, facsimile transmission, or otherwise, shall be permanently restrained and enjoined from:

1. Offering or selling securities issued by Magic Plunger;
2. Destroying, damaging, altering, disposing of, or secreting in any manner, books, accounts, records, documents, correspondence, bank records, ledgers, customer lists, agreements and contracts, investor lists, lists of noteholders, computer files, electronic information of any kind, or any other document or tangible item pertaining to the offer or sale of securities issued by Magic Plunger.
3. Obstructing, hampering, seeking to delay, or interfering in any manner with any investigation of Defendants' sale of securities, including without limitation, notes, evidences of indebtedness and/or investment contracts, conducted pursuant to the lawful authority of the Plaintiff, the Receiver, or any other law enforcement or governmental authority.
4. Contacting, via telephone, electronic mail or other written correspondence, or otherwise communicating, in any way, with Investors or customers of Magic Plunger in relation to topics pertaining to Magic Plunger, without prior written approval from the Receiver appointed herein.
5. Interfering with, obstructing, or hampering the Receiver appointed under this Order.

II. ASSET FREEZE

It is further ORDERED, ADJUDGED AND DECREED that all assets of Magic Plunger, which assets it is agreed for all purposes in this stipulated order do not include the personal assets of the Defendants, John and Thorp, be frozen wherever located and that the Defendants and their representatives are restrained and enjoined from:

- A. Transferring, liquidating, converting, encumbering, pledging, loaning, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, granting a lien or security interest or other interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, consumer lists, securities, or other assets, or any interest therein, of Magic Plunger, wherever such assets are located, and including, without limitation, Bank of America Account #385000062569 and Wells Fargo Account # 6987021364.
- B. Physically opening or causing to be opened any safe deposit boxes titled in the name of, or subject to access by, Magic Plunger;
- C. Obtaining a personal or secured loan encumbering the assets of Magic Plunger; and
- D. Incurring liens or other encumbrances on real property, personal property or other assets titled in the name of Magic Plunger.

III. APPOINTMENT AND OBLIGATIONS OF RECEIVER

A. It is ORDERED, ADJUDGED, and DECREED that Richard W. Barry is hereby appointed Receiver of The Magic Plunger and that the requirement that the Receiver post a bond in this matter be waived.

B. It is ORDERED, ADJUDGED, and DECREED that the Receiver shall:

1. Immediately identify, locate, gather, inventory, receive, take control of, manage day-to-day, account to the Court for and liquidate Magic Plunger's assets and have the right to file claims against any persons and entities, other than the Defendants, John and Thorp, responsible for any loss to investors who received preferential payments or other conveyances from Defendants. The receiver may negotiate and settle those claims with the Court's approval;

2. Locate, seize, take control of, and preserve all money, property, and assets of whatever nature and wherever located (within or without the State of Connecticut) as appear to the Receiver in his sole discretion to be derived from proceeds of Defendants' sale of securities issued by Magic Plunger or used in furtherance thereof, specifically excluding the personal assets of the Defendants John and Thorp but specifically including but not limited to the following accounts, assets and things:

(a) Wells Fargo Account # 6987021364

(b) Bank of America Account # 385000062569

(c) Such other accounts, assets and things as may be identified as falling within the scope of this paragraph.

3. Receive, collect and open all mail directed to or delivered to any address or post office box used by Magic Plunger.

4. Close accounts, transfer funds to any bank or brokerage firm the Receiver may deem appropriate in his sole discretion, sign checks or other instruments withdrawing, depositing, or transferring funds with respect to any account listed in Section III, paragraph B(2) of this Order or otherwise identified by the Receiver as property of the receivership estate.

5. Sell, transfer, redeem, or otherwise negotiate any certificate, contract, instrument or security held by or in the name of Defendant Magic Plunger.

6. Establish a claims procedure acceptable to the Plaintiff in this matter and, upon motion and notice to the parties, approved by this Court.

7. Provide each investor of securities issued by Magic Plunger with a copy of this Order and provide each investor with notice and opportunity to file a claim to share in any distribution of proceeds made by the receiver.

8. Refrain from making payments to investors until an order approving such payments has been entered by this Court.

9. Keep receivership expenses as low as possible consistent with an accurate and efficient administration of the receivership estate.

10. Be compensated for services performed pursuant to this Order at the standard hourly fee plus reasonable and necessary out-of-pocket

expenses (such as mileage, postage and phone). The Receiver shall file a motion in the Superior Court for payment of fees and expenses, including hourly time records accounting for the Receiver's services. The parties shall have ten (10) days from the date of service of such motion to file any objections. If no objection is filed, an order approving payment may enter without hearing. The Receiver shall not pay himself the fees or expenses until the Court grants the motion. John and Thorp shall not be responsible for the Receiver's fees and expenses except to the extent that those fees and expenses are paid from the \$200,000.00 set forth in Section IV.B.

11. File a separate motion in the Superior Court for payment of reasonable and necessary fees for professionals in order to pay professionals retained by the Receiver to assist in fulfilling the Receiver's duties. The parties shall have ten (10) days to file any objections to the motion. If no objection is filed, an order approving the payment may enter without hearing. The Receiver shall not pay the professional fees or expenses until the Court grants the motion.

IV. ADDITIONAL OBLIGATIONS OF INDIVIDUAL DEFENDANTS

It is further ORDERED, ADJUDGED, and DECREED that:

A. Commencing on the latter of (i) the date of this ORDER, or (ii) October 16, 2012, (the "Cooperation Date"), John and Thorp, individually and/or jointly, shall fully cooperate with the Receiver. Within 10 days of the Cooperation Date, John and Thorp shall provide the Receiver with a sworn accounting and supporting detail, setting forth the identity and location of all Magic Plunger assets and liabilities, including any intellectual property, and the identity and

location of all goods, services and assets purchased with Investor funds. The parties agree that under this paragraph the Defendants shall not be required to provide information that they already have provided to the Connecticut Department of Banking. The parties further agree that such cooperation shall include, without limitation, providing information to the receiver that is necessary in order to exercise the authority and discharge the responsibilities of the Receiver under this Order; providing any password required to access any computer, electronic file, or telephonic data in any medium; advising all persons who owe money to Magic Plunger that all debts should be paid directly to the Receiver; and transferring funds at the Receiver's direction and producing records related to the assets and sales of Magic Plunger. The Individual Defendants shall not interfere with the Receiver managing, or taking custody, control, or possession of, the assets or documents subject to this Receivership.

B. In full satisfaction of all liability in the relation to the claims that are or could have been asserted in the Verified Complaint, Defendants John and Thorp, jointly and severally, shall establish an escrow account to be controlled by the Receiver and Defendant Thorp shall deposit \$100,000 into the escrow account within 10 days of the issuance of this ORDER, and Defendant John shall deposit \$100,000 into the escrow account within ten days of the Cooperation date. The \$200,000 deposited into the escrow account shall be for the benefit of the Investors in Magic Plunger, and for the payment of such reasonable expenses of the Receiver as may be approved by the Court.

V. FINAL DISPOSITION

It is further ORDERED, ADJUDGED, and DECREED that:

A. Upon the liquidation of all assets final disposition of Magic Plunger's business operations, conclusion of all litigation, and payment of all expenses, including any fees incurred in connection with the management of the Receivership by professionals, the Receiver and others, the Receiver shall prepare and file with the Court a Final Report and Proposed Order of Distribution of all remaining Receivership funds to Investors, other creditors and the like, for review and final approval by the Court in connection with entry of a final judgment in this case. The funds deposited pursuant to Section IV paragraph B of this Order shall be released from the escrow account to the investors of Magic Plunger who file a claim approved by this Court on a pro rata basis based on the amount of each individual investors funds that were used to purchase the unregistered securities offered and sold by Defendants John and Thorpe, after deducting the payment of fees and expenses of the Receiver approved by the Court.

B. The parties reserve the right to challenge the Receiver's actions or inactions.

C. The Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of this Order and any judgment based upon this Order.

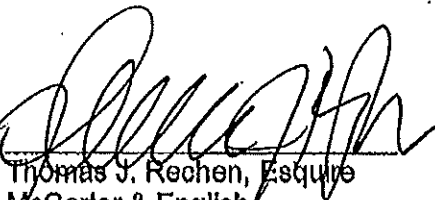
Dated at Hartford, Connecticut on this 25th day of September, 2012.

THE MAGIC PLUNGER, LLC
and JEROLD L. JOHN

HOWARD F. PITKIN,
COMMISSIONER OF BANKING

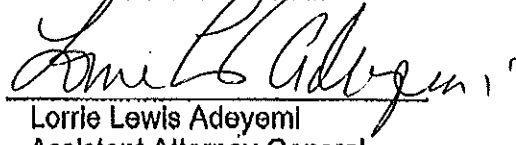
GEORGE JEPSEN
ATTORNEY GENERAL

BY:



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McCarter & English
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Juris No. 309292
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Fax: (860) 218-9680
Their Attorney

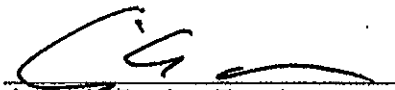
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Tel: (860) 808-5270
Fax: (860) 808-5385
His Attorney

DALE N. THORP

BY:



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His Attorney