

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF NORTH CAROLINA  
CHARLOTTE DIVISION**

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**SECURITIES AND EXCHANGE )  
COMMISSION, )  
 )  
                                  **Plaintiff,** )  
 )  
                                  **vs.** )  
 )  
**DAWN WRIGHT-OLIVARES and )  
DANIEL OLIVARES, )  
 )  
                                  **Defendants,** )  
 )****

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**Civil Action  
No.**

**CONSENT OF DEFENDANT DANIEL OLIVARES**

1. Defendant Daniel Olivares (“Defendant”) waives service of a summons and the Complaint in this action, enters a general appearance, and admits the Court’s jurisdiction over Defendant and over the subject matter of this action.

2. Defendant has entered into a written agreement to plead guilty to criminal conduct relating to certain matters alleged in the Complaint in this action. Specifically, in *United States v. Daniel Olivares*, Crim. No. \_\_\_\_\_ (W.D.N.C.), Defendant agreed to plead guilty to Conspiracy [18 U.S.C. § 371] to commit wire fraud in violation of 18 U.S.C. § 1343, and securities fraud in violation of Section 10(b) of the Securities Exchange Act of 1934 [15 U.S.C. §§ 78(j)b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5]. In connection with that plea, Defendant admitted the facts set forth in the Factual Summary filed contemporaneously with his

Plea Agreement, which is filed on this date in the criminal action. This Consent shall remain in full force and effect regardless of the existence or outcome of any further proceedings in *United States v. Daniel Olivares*, Crim. No. \_\_\_ (W.D.N.C.).

3. Defendant hereby consents to the entry of judgment in the form attached hereto (the "Final Judgment") and incorporated by reference herein, which, among other things,
  - a. permanently restrains and enjoins Defendant from violation of Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)], and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], and from directly or indirectly participating in, or facilitating, the solicitation of any investment in any security or in the offering of any security, provided, however, that such injunction shall not prevent Defendant from purchasing or selling securities listed on a national exchange for his own personal account; and
  - b. orders Defendant to pay disgorgement in the amount of \$3,152,556.20, plus prejudgment interest thereon in the amount of \$120,378.38, for a total of \$3,272,934.58, but provides that Defendant's payment of disgorgement and prejudgment interest shall be deemed satisfied upon entry of a restitution order and/or forfeiture order requiring Defendant to pay an amount equal to or greater than \$3,272,934.58 in *United States v. Daniel Olivares*, Crim. No. \_\_\_ (W.D.N.C.).

4. Defendant agrees to disclaim and relinquish, and agrees that the Court shall order Defendant to disclaim and relinquish, all legal and equitable right, title, claim, or interest in Rex Venture Group LLC, including: all subsidiaries, whether incorporated or unincorporated; all

businesses or business names under which it does business and; and all assets in Rex Venture Group LLC's possession, custody or control, including assets held in accounts in any financial institution.

5. Defendant waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure.

6. Defendant waives the right, if any, to a jury trial and to appeal from the entry of the Final Judgment.

7. Defendant enters into this Consent voluntarily and represents that no threats, offers, promises, or inducements of any kind have been made by the Commission or any member, officer, employee, agent, or representative of the Commission to induce Defendant to enter into this Consent.

8. Defendant agrees that this Consent shall be incorporated into the Final Judgment with the same force and effect as if fully set forth therein.

9. Defendant will not oppose the enforcement of the Final Judgment on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon.

10. Defendant waives service of the Final Judgment and agrees that entry of the Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to Defendant of its terms and conditions. Defendant further agrees to provide counsel for the Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or declaration stating that Defendant has received and read a copy of the Final Judgment.

11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise or

representation has been made by the Commission or any member, officer, employee, agent, or representative of the Commission with regard to any criminal liability that may have arisen or may arise from the facts underlying this action or immunity from any such criminal liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein. Defendant further acknowledges that the Court's entry of a permanent injunction may have collateral consequences under federal or state law and the rules and regulations of self-regulatory organizations, licensing boards, and other regulatory organizations. Such collateral consequences include, but are not limited to, a statutory disqualification with respect to membership or participation in, or association with a member of, a self-regulatory organization. This statutory disqualification has consequences that are separate from any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding before the Commission based on the entry of the injunction in this action, Defendant understands that he shall not be permitted to contest the factual allegations of the Complaint in this action.

12. Defendant understands and agrees to comply with the Commission's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the Complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance with this policy, Defendant acknowledges his guilty plea for related criminal conduct described in paragraph 2 above, and agrees: (i) not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any allegation in the Complaint or creating the impression that the Complaint is without factual basis; and (ii) that upon the filing of this Consent, Defendant hereby withdraws any papers filed in this action to the extent that they deny any allegation in the Complaint. If Defendant breaches this agreement, the Commission

may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in litigation or other legal proceedings in which the Commission is not a party.

13. Defendant hereby waives any rights under the Equal Access to Justice Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek from the United States, or any agency, or any official of the United States acting in his or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs expended by Defendant to defend against this action. For these purposes, Defendant agrees that Defendant is not the prevailing party in this action since the parties have reached a good faith settlement.

14. In connection with this action and any related judicial or administrative proceeding or investigation commenced by the Commission or to which the Commission is a party, Defendant agrees to cooperate fully and truthfully, regardless of the time period in which the cooperation is required. The full, truthful, and continuing cooperation of Defendant shall include, but not be limited to:

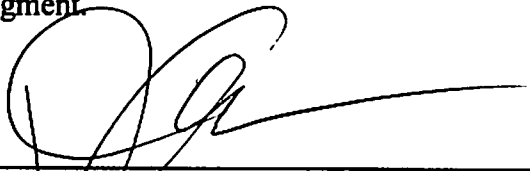
- a. producing all non-privileged documents and other materials to the Commission as requested by counsel for the Commission, wherever located, in the possession, custody, or control of Defendant;
- b. appearing for interviews, at such times and places, as requested by counsel for the Commission;
- c. responding fully and truthfully to all inquiries, when requested to do so by counsel for the Commission, in connection with these proceedings;
- d. testifying in person at trial or other judicial proceedings, and/or via written declaration or affidavit, when requested to do so by counsel for the Commission, in connection with these proceedings;

- e. accepting service by mail or facsimile transmission of notices or subpoenas for documents or testimony at depositions, hearings, trials or in connection with these proceedings;
- f. appointing his undersigned attorney as agent to receive service of such notices and subpoenas;
- g. consenting to personal jurisdiction over Defendant in any United States District Court for purposes of enforcing any such subpoena and waiving the territorial limits on service contained in Rule 45 of the Federal Rules of Civil Procedure and any applicable local rules, when requested to appear by counsel for the Commission.

15. Defendant agrees that the Commission may present the Final Judgment to the Court for signature and entry without further notice.

16. Defendant agrees that this Court shall retain jurisdiction over this matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 12/16/2013


  
 \_\_\_\_\_  
 DANIEL OLIVARES

On \_\_\_\_\_, 2013, Daniel Olivares, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.

*see attached*

\_\_\_\_\_  
 Notary Public  
 Commission expires:

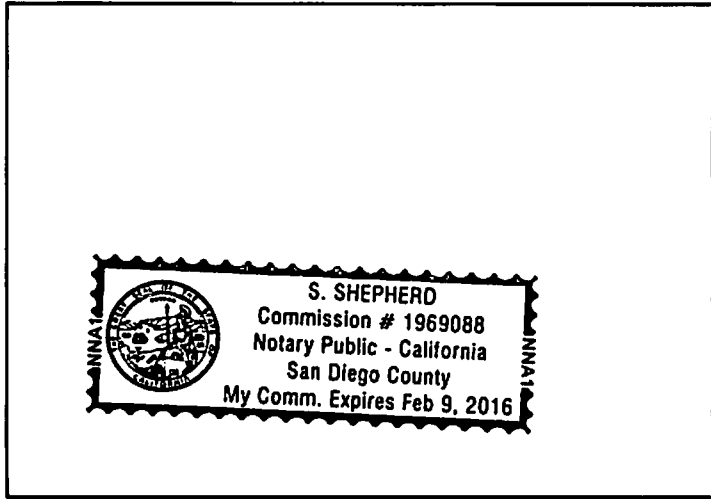
Approved as to form:

  
 \_\_\_\_\_  
 Attorney for Defendant

California All-Purpose Acknowledgement

State of California }
County of San Diego

On Dec. 16, 2013 before me, S. Shepherd, a Notary Public
personally appeared Daniel Olivares



Notary Public Seal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

Notary Public Signature

OPTIONAL

Description of Attached Document of Defendant
Title or Type of Document: Consent to Defendant Daniel Olivares
Document Date: 12/16/13 Number of Pages: 6
Signer(s) Other than Named Above:

Capacity(ies) Claimed by Signer(s)

Thumbprint of Signer 1

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:
Signer is Representing:

Thumbprint of Signer 2

- Individual
Corporate Officer:
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:
Signer is Representing: