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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

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AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

WADE COOK FINANCIAL CORP., and  
WADE COOK SEMINARS, INC.,

Defendants.

Case No. C00-1698Z

STIPULATED ORDER

Note on Motions Calendar: 11/07/02

On February 20, 2002, plaintiff, the Federal Trade Commission ("Commission or FTC"), moved this Court for entry of an Order holding Wade Cook Financial Corp. ("WCFC"), Stock Market Institute of Learning, Inc. (the successor to Wade Cook Seminars, Inc.) ("SMIL"), and Wade Bruce Cook in contempt of the Consent Decree issued by this Court on October 13, 2000 ("Order"). WCFC, SMIL, and Wade Cook have not filed a response to the FTC's Motion For Contempt and they deny the allegations asserted by the FTC. The parties have agreed to entry of this Stipulated Order by this Court in order to resolve all matters in dispute between them, whether known or unknown, and whether asserted or not asserted in this action. WCFC, SMIL and Wade Cook have consented to the entry of this Order without trial or adjudication of any issue of law or fact herein, and this Order shall not constitute an admission of liability nor constitute evidence of liability against WCFC, SMIL, or Wade Cook in any matter relating to the facts alleged in the Commission's Motion.

ORIGINAL

20

1 NOW, THEREFORE, plaintiff and WCFC, SMIL and Wade Cook having requested the Court  
2 to enter this Order, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** as follows:

3 **DEFINITIONS**

4 For purposes of this Stipulated Order, unless otherwise indicated, the following definitions shall  
5 apply:

6 A. "Clearly and prominently" means as follows:

7 1. In an advertisement communicated through an electronic medium (such as  
8 television, video, radio, and interactive media such as the Internet and online services),  
9 the disclosure shall be presented simultaneously in both the audio and video portions of  
10 the advertisement. Provided, however, that in any advertisement presented solely  
11 through video or audio means, the disclosure may be made through the same means in  
12 which the ad is presented. The audio disclosure shall be delivered in a volume and  
13 cadence sufficient for an ordinary consumer to hear and comprehend it. The video  
14 disclosure shall be of a size and shade, and shall appear on the screen a sufficient length  
15 of time for an ordinary consumer to read and comprehend it. In interactive media the  
16 disclosure shall also be unavoidable and shall be presented before the consumer incurs  
17 any financial obligation.

18 2. In a print advertisement, promotional material, or instructional manual, the  
19 disclosure shall be in a type size and location sufficiently noticeable for an ordinary  
20 consumer to read and comprehend it, in print that contrasts with the background against  
21 which it appears. In multi page documents, the disclosure shall appear on the cover or  
22 first page.

23 3. In a promotional seminar the disclosure shall be provided to each seminar  
24 attendee in written form, in a single page document containing no other information, in  
25 a type size sufficiently noticeable for an ordinary consumer to read and comprehend it,  
26 in print that contrasts with the background against which it appears.

27 B. "Stock" means common stocks, bonds, and options or other derivative interests in  
28 common stocks or bonds.

1 C. "Disclosure period" shall mean the period of four calendar quarters that ends not more  
2 than 150 days prior to the date of the representation that triggers the disclosure.

3 D. "Rate of Return" means the amount of gain or loss in the stock brokerage accounts of  
4 the corporate defendants for the applicable disclosure period expressed as a percentage of the amount  
5 invested. The Rate of Return shall be calculated in the manner set forth in the Order.

6 **FINDINGS**

7 1. This Court has jurisdiction of the subject matter of this action and the parties consenting  
8 hereto.

9 2. Entry of this Order is in the public interest.

10 3. WCFC, SMIL, and Wade Cook have waived all rights to seek judicial review or  
11 otherwise challenge or contest the validity of this Order, and further waive and release any claim they  
12 may have against the Commission, its employees and agents, including any rights that may arise under  
13 the Equal Access to Justice Act, 28 U.S.C. § 2412, amended by Pub. L. 104-121, 110 Stat. 847, 863-64  
14 (1996).

15 4. The FTC waives any claims it may have against WCFC, SMIL and Wade Cook for  
16 alleged violation of the Order through the date of entry of the Stipulated Order.

17 **ORDER**

18 **I.**

19 **IT IS THEREFORE ORDERED** that at any promotional seminar at which WCFC, SMIL and  
20 their subsidiaries, successors, and assigns are required to disclose Rate of Return under the Order, they  
21 shall obtain from each consumer a signed and dated disclosure form clearly and prominently containing  
22 the current Rate of Return prior to accepting payment for any stock market investment seminar. A  
23 copy of the signed disclosure shall be provided to the consumer. If WCFC and SMIL do not obtain a  
24 signed disclosure prior to accepting payment from the consumer for any stock market investment  
25 seminar, or if the disclosure form does not contain the correct rate of return, and the correct rate of  
26 return is less favorable to them than the disclosed rate of return, they shall rescind the contract for the  
27 stock market investment seminar and give a refund at the request of the consumer, provided the  
28 consumer makes the request within sixty (60) days of the date the consumer enters into the contract.

1 The disclosure shall be in the form of Attachment A.

2 II.

3 **IT IS FURTHER ORDERED** that:

4 A. The redress provisions of Paragraph II of the Order shall be extended, in the manner  
5 described below, to consumers who paid to attend the Wall Street Workshop or any other stock market  
6 investment seminar offered by WCFC, SMIL, and their subsidiaries, successors, and assigns, at or  
7 within three (3) days after attending a Financial Clinic that took place between October 13, 2000, and  
8 February 20, 2002, and who otherwise meet the eligibility and qualifying criteria of the Order, except  
9 that a subsequent purchase of a Wall Street Workshop Retake or any seminar the fee for which is \$75  
10 or less, shall not make the consumer ineligible to participate in the Redress Program under this  
11 Stipulated Order, and provided further that a subsequent purchase of product from WCFC or SMIL in  
12 the aggregate amount of over \$250 shall make the consumer ineligible to participate in the Redress  
13 Program;

14 B. Eligible consumers under this Stipulated Order shall be sent the Notice and Proof of  
15 Claim appended as Attachments B and C, in envelopes bearing the FTC Redress Program return  
16 address or the return address for the FTC's Northwest Regional Office. WCFC and SMIL shall send  
17 the Notice and Proof of Claim as soon as possible but in no event later than sixty (60) days after entry  
18 of this Stipulated Order to each eligible consumer for whom twelve months have passed since they  
19 attended the seminar for which they may be eligible to receive a refund, or if they did not attend the  
20 seminar for which they may be eligible to receive a refund, for whom twelve months have passed since  
21 they paid to attend the seminar. For those eligible consumers for whom twelve months from the  
22 relevant date of either payment, if they did not attend, or attendance has not elapsed by the date of  
23 mailing the Notices and Proofs of Claim, WCFC and SMIL shall mail the Notice and Proof of Claim to  
24 each such eligible consumer within seven (7) days of the twelve month anniversary of the relevant  
25 purchase or attendance date.

26 C. Returned Proofs of Claim must be postmarked no later than ninety (90) days from the  
27 post mark date of their mailing. In the event a Proof of Claim is not returned timely, the claimant shall  
28 have no right to participate in the Redress Program under this Stipulated Order. In the event a Proof of

1 Claim is returned timely, then within thirty (30) days after the postmarked return date of such Proof of  
2 Claim, WCFC, SMIL and their subsidiaries, successors, and assigns shall evaluate the claimant's  
3 trading documentation as provided herein and in Attachments D, E, and F filed under seal. Upon  
4 determination that the claimant qualifies for a refund, *ie.*, has submitted a response that meets all the  
5 criteria of this Stipulated Order, WCFC and SMIL shall mail to the claimant a check and release of  
6 claim for the amount of the refund. Upon claimant's cashing of such check, WCFC, SMIL and their  
7 subsidiaries, successors, and assigns, and Wade Cook shall not have any further obligation to claimant  
8 for the amount of the refund. Any dispute between WCFC, SMIL and their subsidiaries, successors,  
9 and assigns and any claimant as to the final disposition of the claimant's claim shall be resolved by a  
10 third party, mutually agreed to by the parties, on the basis of written submissions, at the expense of  
11 WCFC, SMIL and their subsidiaries, successors, and assigns.

12 D. The amount to be refunded to consumers qualifying for a refund under this Stipulated  
13 Order shall be the entire contract amount or \$6000, whichever is less, less any gain trading stocks  
14 realized during the twelve month period following attendance at the stock market investment seminar,  
15 or during the twelve month period following payment for the seminar if the consumer did not attend  
16 the seminar, and less \$695 for the Zero to Zillions tape set and \$695 for the Financial Fortress if the  
17 claimant does not return the product or execute an affidavit stating that they no longer have the  
18 product;

19 E. To establish their qualification for a refund under this Stipulated Order, consumers must  
20 submit their monthly brokerage statements from trading stocks for the entire relevant twelve-month  
21 period, and the Schedule Ds from their tax returns for the tax years covering the entire relevant twelve-  
22 month period, for themselves and any entity they used for trading stocks, excluding trading accounts  
23 managed entirely by someone other than the claimant such as mutual funds, 401K's, or managed IRA  
24 accounts;

25 F. The trades to be considered when determining gains and losses for the purposes of  
26 establishing qualification for a refund under this Stipulated Order shall be only those trades completely  
27 transacted during the relevant twelve month period, and shall not include unrealized gains or losses, or  
28 carry over gains or losses from periods prior to the relevant twelve month period. The trades to be

1 considered when determining gains and losses for the purposes of establishing qualification for a  
2 refund under this Stipulated Order shall also not include gains or losses from the sale of stock that was  
3 not purchased by the claimant, or gains or losses from stocks purchased prior to the relevant twelve  
4 month period, unless the gains or losses realized from such stock result from an options transaction  
5 completed during the relevant twelve month period;

6 G. WCFC and Wade Cook shall be jointly and severally liable for the payment of refunds  
7 to consumers under this Stipulated Order, although Wade Cook's liability is conditioned upon the  
8 terms of Paragraph II.H of the Order.

9 **III.**

10 **IT IS FURTHER ORDERED** that within fifteen (15) days of entry of this Stipulated Order  
11 WCFC, SMIL and their subsidiaries, successors, and assigns, and Wade Cook shall convey to the FTC  
12 deeds of trust in property identified in Attachment G approximately equal in value to the amount of the  
13 refunds that remain to be paid under the Order. If by February 20, 2003, they have not paid the refunds  
14 due under the Order, the FTC may execute on its judgment in any manner it deems appropriate,  
15 including seeking foreclosure and sale of the properties in which it has been given a security interest, in  
16 order to obtain funds for making the redress payments owed under the Order.

17 **IV.**

18 **IT IS FURTHER ORDERED** that within one-hundred eighty (180) days of entry of this  
19 Stipulated Order, WCFC, SMIL and their subsidiaries, successors, and assigns shall estimate the total  
20 amount of refunds that will be due under this Stipulated Order. If at any time during the period  
21 provided for by this Stipulated Order for completion of the redress program, the value of the security  
22 held by the FTC exceeds the value of the remaining estimated redress payments under both the Order  
23 and this Stipulated Order, the FTC shall reconvey a portion of its interest in the property held as  
24 security commensurate in value to the excess value of the property held. If WCFC and SMIL timely  
25 pay the final refund under this Stipulated Order, the FTC shall reconvey to them, within fifteen (15)  
26 days of payment of the final refund, all remaining interests in property it holds as security for payment  
27 of said refunds. If they do not timely pay all the refunds owed under this Stipulated Order, the FTC  
28 may execute on its judgment in any manner it deems appropriate, including seeking foreclosure and

1 sale of the properties in which it has been given a security interest, in order to obtain funds for making  
 2 the redress payments owed under this Stipulated Order. Any excess proceeds, after payment of all  
 3 redress payments owed under this Stipulated Order, shall be returned to WCFC, SMIL or whomever is  
 4 the title holder of the pledged property.

5 V.

6 **IT IS FURTHER ORDERED** that, if the FTC executes on its judgment to obtain funds for the  
 7 redress payments owed under the Order or the Stipulated Order, it will assume responsibility for  
 8 completing the redress program, and may administer the redress program in any manner it deems  
 9 appropriate. The costs of administering the redress program shall be added to the amount owed by  
 10 WCFC, SMIL, and Wade Cook and collected out of the redress funds. If the FTC in its judgment is  
 11 unable to make full refunds to each qualifying claimant under the redress program, it may in its  
 12 discretion pay less than the full refund amount to each qualifying claimant.

13 VI.

14 **IT IS FURTHER ORDERED** that within thirty (30) days of entry of this Stipulated Order  
 15 WCFC or SMIL shall re-mail the Notice and Proof of Claim under the Order to the consumers listed in  
 16 Attachment H. The envelope in which the Notice and Proof of Claim is mailed shall bear the FTC  
 17 Redress Program return address or the return address of the Federal Trade Commission's Northwest  
 18 Regional office. The mailing will contain the notice found at Attachment B and the Proof of Claim  
 19 found at Attachment I.

20 VII.

21 **IT IS FURTHER ORDERED** that Rigby & Associates shall be designated to act as a  
 22 mediator for disputed claims under the Order and the Stipulated Order. The terms of Rigby &  
 23 Associates employment and compensation shall be determined by agreement between Rigby &  
 24 Associates and the parties. The FTC shall send out the notice found at Attachment J to claimants who  
 25 have indicated they dispute the disposition of their claim by WCFC advising them how to participate in  
 26 the dispute process. If the claimant fails to respond to the FTC's letter within sixty (60) days of the  
 27 date of the letter, the claimant shall have no further right to participate in the Redress Program.  
 28

1 SO ORDERED, this 7th day of November 2002.

2  
3  
4   
THOMAS S. ZILLY  
UNITED STATES DISTRICT JUDGE


5 The parties hereby consent to the terms and conditions of the Stipulated Order as set forth above  
6 and consent to the entry thereof. The parties waive any rights that they may have under the Equal  
7 Access to Justice Act, 28 U.S.C. § 2412, amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996).  
8

9 **FOR RESPONDENTS**

10  
11  
12 \_\_\_\_\_  
DIRECTOR  
Wade Cook Financial Corporation  
13 14675 Interurban Ave. S  
Seattle, WA 98168

14  
15  
16 \_\_\_\_\_  
WADE BRUCE COOK

17 **FOR MOVANT**

18   
19  
20 \_\_\_\_\_  
ELEANOR DURHAM  
FEDERAL TRADE COMMISSION  
21 915 2<sup>nd</sup> Avenue, Room 2896  
Seattle, WA 98174  
22 206-220-4476



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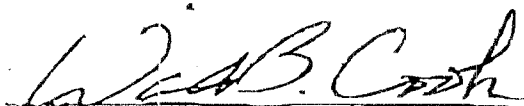
SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

THOMAS S. ZILLY  
UNITED STATES DISTRICT JUDGE

The parties hereby consent to the terms and conditions of the Stipulated Order as set forth above and consent to the entry thereof. The parties waive any rights that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, amended by Pub. L. 104-121, 110 Stat. 847, 863-64 (1996).

FOR RESPONDENTS

  
DIRECTOR  
Wade Cook Financial Corporation  
14675 Interurban Ave. S  
Seattle, WA 98168

  
WADE BRUCE COOK

FOR MOVANT

ELEANOR DURHAM  
FEDERAL TRADE COMMISSION  
915 2<sup>nd</sup> Avenue, Room 2896  
Seattle, WA 98174  
206-220-4476

## ATTACHMENT A

WELCOME TO WADE COOK'S  
FINANCIAL CLINIC

Dear Student:

We hope you enjoy the time we will spend together in our effort to give you the information that may help you in your journey to financial success. Over the next few hours you are going to hear simple, yet powerful, strategies that could drastically change the way you see and use the stock market. You will hear real-life examples of trades placed by Wade, students and other educators. In this *Financial Clinic*, you will hear about:

- Rolling Stocks™
- Writing Covered Calls
- Options on Stock Split companies
- And, where to go for more education and information

GOVERNMENT MANDATED  
DISCLAIMERWhat students should know about..

Actual vs. Hypothetical Trades- The trades we teach are examples of either actual or hypothetical trades that help demonstrate a particular trading strategy. They are used for educational purposes only and do not reflect the overall rate of return we, or you, will earn. Your results will vary when executing similar trades.

**Testimonials** Testimonials are positive statements made by students of the Stock Market Institute of Learning. They reflect only one person's experience and may not reflect that individual's overall rate of return. Do not assume that similar trades will result in the same rate of return demonstrated in the testimonials. Your results will vary.

**\*Rate of Return-** Investing in the stock and options markets involves significant risk. The Stock Market Institute of Learning™ does not guarantee you will achieve the same, or any, rate of return demonstrated in our seminars, products, materials or advertisements. The company's rate of return for the 12-month period ending \_\_\_\_\_ is \_\_\_\_\_ %.

I acknowledge that I have read and received a copy of the Government Mandated Disclaimer.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

## ATTACHMENT B

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

## NOTICE

You are eligible to participate in a redress program that was established pursuant to court order in litigation between the Federal Trade Commission and Wade Cook Financial Corp. ("WCFC"), and Stock Market Institute of Learning, Inc. ("SMIL").

To establish your qualification for a refund you must complete the accompanying PROOF OF CLAIM, and mail it no later than [30 days from date of mailing] to [address]. You must also document your trading record, and the trading record for any entity you used to trade stocks during the entire twelve (12) months after you attended the seminar for all of your brokerage accounts, excluding trading accounts managed entirely by someone other than yourself, such as mutual funds, 401Ks, or managed IRA accounts. If you did not attend the seminar you paid for but retained any WCFC or SMIL instructional materials you must document your trading for the twelve (12) months after you paid to attend the seminar. Documentation must be in the form of photocopies of brokerage records for each month for the entire relevant twelve-month period and the Schedule D's (with social security numbers deleted) from your tax returns for the tax years covering the entire relevant twelve-month period.<sup>1</sup> Do not send year-end brokerage statements or 1099s. **DO NOT SEND ORIGINAL DOCUMENTS.** All records that you submit will be kept **CONFIDENTIAL**. If you do not timely submit all of the required documentation your claim will be denied. If your claim is approved you will receive a refund of the full contract amount you paid to WCFC or SMIL, or \$6000, whichever amount is less, less any gains made from trading. If you have questions you may contact the FTC Redress

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<sup>1</sup> For example, if you attended the seminar on March 25, 2001, you would need to provide monthly brokerage statements for the thirteen months from March 2001 through March 2002, and Schedule Ds for 2001 and 2002.

Program by e-mail at [e-mail address], by fax at [fax number], by phone at [phone number],  
or by mailing us at the P.O. Box stated above.

If your address has changed, please write your correct address on the PROOF OF CLAIM. If your name has changed, or you are the executor of an estate or are handling this claim on behalf of someone else, please return the PROOF OF CLAIM with copies of documentation supporting the change. Supporting documents would include, but not be limited to, a copy of a marriage certificate, power of attorney, or appointment as executor.

Consumer Name  
Address line 1  
Address line 2  
Address line 3

## ATTACHMENT C

## PROOF OF CLAIM

1. Did you attend the stock trading seminar that you paid to attend? Yes \_\_\_ No \_\_\_.
2. Did you engage in any stock transactions during the twelve month period following the stock trading seminar you attended or, if you did not attend the seminar you paid for, during the twelve month period following the date of payment? (This does not include stock transactions transacted in brokerage accounts managed entirely by third parties, such as mutual funds, 401Ks, or managed IRA accounts, or sales of stock you did not pay for or that was acquired prior to paying for or attending the stock market investment seminar, unless the gains or losses realized from said stock result from an options transaction completed during the relevant twelve month period.) Yes \_\_\_ No \_\_\_.
3. How much money did you make or lose in these stock transactions during the relevant twelve month period? \_\_\_\_\_ If your gain was less than the full contract amount or \$6000, whichever is less, or if you had losses, you must send copies of your monthly brokerage statements for each month of the entire relevant twelve-month period, and the Schedule D(s) from your tax returns for the tax year(s) covering the relevant twelve month period, along with this PROOF OF CLAIM, in order to be considered for participation in this redress program.
4. By signing this Proof of Claim and returning it to the FTC Redress Program, and upon receipt of payment under this redress program, I agree that any and all claims I may have against Wade Cook financial Corporation, Stock Market Institute of Learning, Inc., or Wade Cook for the money I paid to attend the stock trading seminar for which I received a refund are released.

I declare under penalty of perjury that the foregoing statement is true and correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

---

## ATTACHMENT G

**DEED ONE: \$650,000.00**

## Parcel 1:-----

Lots 1, 2, and 3, Block 15, Hillman's Seattle Garden Tracts, according to the plat thereof recorded in Volume 11 of Plats, page 24, in King County, Washington, EXCEPT the northeasterly 40 feet thereof condemned for road purposes in King County Superior court cause Number 109001;

Together with an easement for existing driveway over and across the southerly 5 feet of the easterly 315 feet of lot 4 in said block; except the northeasterly 40 feet thereof condemned as aforesaid.

## Parcel 2:

The north 250 feet, as measured along the west line of lot 2, Interurban Addition to Seattle, according to the plat thereof recorded in Volume 10 of Plats, page 55, in King County, Washington; EXCEPT that portion of lot 2, Interurban Addition to Seattle, according to the plat thereof, recorded in Volume 10 of Plats, page 55, in King County, Washington, described as follows:

Beginning at the northwest corner of said lot; thence south along the west line of said lot 250.00 feet; thence north 89 degrees 37' 52" east 173.40 feet; thence northwesterly to a point on the north line of said lot which is 89 degrees 37' 52" east a distance of 10.00 feet from the point of beginning. Thence south 89 degrees 37' 52" west 10.00 PFT to the point of beginning, all in section 23, Township 23 north, Range 4 east, Willamette meridian, in King County, Washington.

**DEED TWO: \$238, 713.33**

That portion of Lot 2, Interurban Addition to Seattle, according to the plat thereof recorded in Volume 10 of Plats, page 55, records of King County, Washington, described as follows:

Beginning as the intersection of the northerly margin of south 149<sup>th</sup> Street and the southwesterly margin of SSH #5-M said point being at right angles to and 30 feet from station 108+27.35 of said highway; thence continuing north 22degrees 46' 30" west 238.16 feet; thence south 89 degrees 37' 52" west 150 feet; thence south 22 degrees 86' 39" 0" east parallel to the north margin of South 149<sup>th</sup> Street to the point of beginning.

Situate in the County of King, State of Washington

## ATTACHMENT H

This Attachment contains the names, addresses, and telephone numbers of WCFC redress claimants to whom a new Proof of Claim will be mailed pursuant to this Stipulated Order,

Paragraph VI. The names have not been filed to protect the privacy of the claimants.

Consumer Name  
Address line 1  
Address line 2  
Address line 3

## ATTACHMENT I

## PROOF OF CLAIM

1. How much did you pay to attend the Wall Street Workshop? \_\_\_\_\_

Did you attend the Wall Street Workshop? Yes \_\_\_ No \_\_\_ If yes, when did you attend the Wall Street Workshop? \_\_\_\_\_ If no, when did you pay to attend the Wall Street Workshop? \_\_\_\_\_

2. Were you told to practice trade, or paper trade, or simutrade until you were successful using the stock trading strategies taught at the Wall Street Workshop before actually trading with money? Yes \_\_\_ No \_\_\_

3. Did you practice trade, paper trade, or simutrade, until you were successful using the stock trading strategies taught at the Wall Street Workshop before actually trading with money? Yes \_\_\_ No \_\_\_

4. How much money did you make or lose in the twelve months following your attendance at the Wall Street Workshop from all stock transactions completely transacted (e.g., bought and sold) during the twelve-month period? \_\_\_\_\_ If you did not attend the seminar, and retained instructional materials provided by Wade Cook Financial or Stock Market Institute of Learning, how much money did you make or lose from all stock transactions completely transacted (e.g., bought and sold) in the twelve months following payment for the Wall Street Workshop? \_\_\_\_\_ If your net gain was less than you paid in tuition for the Wall Street Workshop, or if you had net losses, you must send copies of monthly brokerage statements for the entire twelve month period and the Schedule



D from your tax return(s) covering the entire twelve month period, along with this PROOF OF CLAIM, in order to be considered for participation in this redress program.

5. By signing this Proof of Claim and returning it to the FTC Redress Program, and upon receipt of payment under this redress program, I agree that any and all claims I may have against Wade Cook Financial Corporation, Stock Market Institute of Learning, and or Wade Cook for the purchase of the Wall Street Workshop are released.

I declare under penalty of perjury that the foregoing statement is true and correct.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

## ATTACHMENT J

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

## NOTICE

You are entitled to mediation of your dispute with Wade Cook Financial Corp. ("WCFC") and Stock Market Institute of Learning, Inc. ("SMIL") over the disposition of your claim for a refund in the Wade Cook Financial Corporation Redress Program.

You may request mediation for disputes over the calculation of your gains or losses from trading during the relevant twelve-month period or other factual issues. You may not request mediation over issues involving interpretation of the Order.

To participate in mediation you must submit a detailed written statement setting forth the basis for your contention that WCFC or SMIL has improperly denied your claim. You must mail your mediation statement no later than [30 days from date of mailing] to [mediator's address].