

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

SECURITIES AND EXCHANGE
COMMISSION,

and

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiffs,

v.

DAREN L. PALMER and TRIGON
GROUP, INC.

Defendants.

Civ. No. 09-075-E-EJL

Civ. No. 09-076-E-EJL

The Honorable Edward J. Lodge

ORDER:

**(I) APPROVING THE FINAL STATUS
REPORT AND ACCOUNTING, (II)
APPROVING PAYMENT OF FIFTH
AND FINAL DISTRIBUTION, (III)
APPROVING PAYMENT OF FEES
AND EXPENSES (FOR THE PERIOD
FROM OCTOBER 1, 2013), AND (IV)
CLOSING RECEIVERSHIP CASE**

The matter before the Court is the Receiver's Motion for an Order: (I) Approving the Final Status Report and Accounting, (II) Approving Payment of a Fifth and Final Distribution to investors, (III) Approving Payment of Fees and Expenses (for the Period from October 1, 2013), and (IV) Closing the Receivership Estate and Memorandum in Support ("Motion") filed by R. Wayne Klein, the Court-Appointed Receiver of Trigon Group, Inc. and the assets of Daren L.

Palmer. The Court has reviewed the Motion and Memorandum and the file and based thereon and for good cause shown,

IT IS HEREBY ORDERED that:

1. The Motion is APPROVED in its entirety.
2. Approval of Final Status Report and Accounting. The Receiver's Final Status Report and Accounting included in the Motion is hereby approved and all actions and activities taken by or on behalf of the Receiver and all payments made by the Receiver in connection with the administration of the Receivership Estate are hereby approved and confirmed.
3. Approval of Final Distribution Payment to Claimants. The Receiver is authorized to make a final distribution payment in the amount of \$397,000.00 to the twenty-four (24) allowable claimants identified in the Motion, in the amounts requested by the Motion. In connection therewith: (a) all distribution checks issued on account of the final distribution to allowable claimants are required to be negotiated within ninety (90) days of the date of issuance ("Stale Date Deadline"), and checks returned without a valid forwarding address (for which the Receiver cannot find a valid forwarding address) or checks uncashed after the Stale Date Deadline are hereby deemed void and (b) the Receiver is hereby authorized to turn over to the SEC any distribution payments that remain uncashed after the Stale Date Deadline.
4. Approval of Fees and Expenses. All Receivership administrative fees and expenses incurred in this Receivership proceeding, including the Receiver's fees and expenses and those of his counsel and other professionals incurred in connection with the Receivership proceeding, are hereby approved. All administrative expenses and the Receiver's and

professionals' fees and expenses requested by the Motion, incurred during the period from October 1, 2013 through the date of the Motion, are hereby approved and authorized to be paid from assets of the Receivership Estate.

5. Destruction of Records. The Receiver is authorized to abandon and destroy the electronic and paper records of the Receivership Entities and of any other corporations or businesses in the Receiver's possession, custody, or control (including records obtained by the Receiver from government agencies, banks, or other persons) if, within thirty (30) days after entry of this Order, no qualified person has made a claim to the documents pursuant to the terms described in the Motion. In effecting the destruction of records, the Receiver shall take reasonable steps to ensure that personal or confidential information is destroyed in a manner that the information cannot be read or reconstructed.

6. Abandonment of Assets. Any assets not distributed or otherwise administered by the Receiver as of the closing of the Receivership Estate, such as computers owned by Trigon, are deemed abandoned. Abandoned assets may be destroyed or discarded, without regard to title or value, in the sole and absolute discretion of the Receiver.

7. Discharge. Neither the Receiver nor any agent, employee, member, officer, independent contractor, attorney, or representative of the Receiver shall have any liability to any person or entity for any action taken in connection with carrying out the Receiver's administration of this Receivership Estate and the exercise of any powers, duties, and responsibilities in connection therewith. Effective upon the Receiver's completion of payment of administrative expenses, final distribution of funds, and filing of required tax returns as provided

herein, the Receiver and his agents, employees, members, officers, independent contractors, attorneys, and representatives are: (a) discharged, (b) released from all claims and liabilities arising out of and/or pertaining to the Receivership, and (c) relieved of all duties and responsibilities pertaining to this Receivership (with the exception of the obligation to destroy records, which duty will survive until the records destruction is complete).

8. Establishment of Reserve for Closing Tasks. The Court authorizes the Receiver to establish a reserve in the amount of \$5,084.45 (plus interest that accrues on the Receivership bank accounts) (the “Reserve”) and to make payments from the Reserve to tax professionals, the Receiver, Hawley Troxell, or other outside vendors for costs incurred in connection with those actions taken after the date from which administrative fees and expenses to wind down and close the Receivership Estate were calculated. The SEC or the CFTC may require the Receiver to report to them promptly on expenditures from the Reserve. Any surplus reserve remaining after the payment of outstanding expenses and fees shall be remitted to the SEC for disposition according to its policies and procedures.

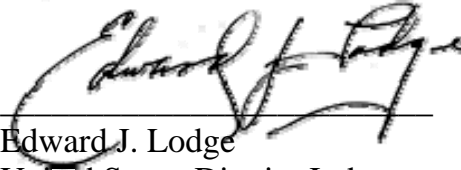
9. Outstanding Tax Returns. The Receiver, by and through its tax professionals, may prepare and submit any post-receivership tax returns for the Receivership Entities as the Receiver determines to be necessary or appropriate and to make payment for preparation of those returns from the Reserve.

10. Jurisdiction. This Court shall retain jurisdiction over any and all matters relating to the Receiver, the Receivership, and the Receivership Estate, including any matters relating to the distribution of funds received by the Receiver in connection with his obligations as Receiver

or otherwise received after the Receivership is closed. To the extent any dispute arises concerning the Receiver's administration of the Receivership Estate or to the extent any person or entity seeks to pursue or assert any claim or action against the Receiver or any agent, employee, member, officer, independent contractor, attorney, or representative of the Receiver, arising out of or related to this Receivership, the Court shall retain jurisdiction to hear and resolve any such dispute or claim.



DATED: June 18, 2015


Edward J. Lodge
United States District Judge