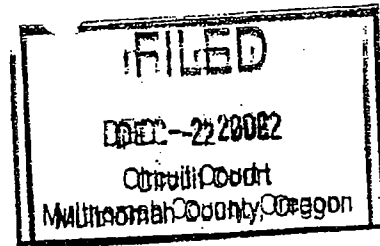
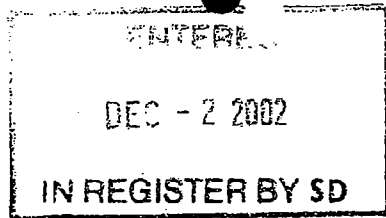


EXHIBIT 4



IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CONFEDERATED TRIBES OF THE
GRAND RONDE COMMUNITY OF
OREGON,

Plaintiff,

vs.

STRATEGIC WEALTH MANAGEMENT,
INC.; PATRICK SIZEMORE; PARADIGM
FINANCIAL SERVICE INC.; and MARK
SIZEMORE,

Defendants.

No. 01-11-11623

**ORDER GRANTING
DEFENDANTS STRATEGIC
WEALTH MANAGEMENT,
INC.'S AND PATRICK
SIZEMORE'S MOTION TO
COMPEL ARBITRATION**

Defendants Strategic Wealth Management, Inc.'s ("SWM") and Patrick Sizemore's Motion to Compel Arbitration came on for hearing before the Honorable Nely L. Johnson, Circuit Court Judge, on June 17, 2002, at 10:00 a.m. Defendants SWM and Patrick Sizemore appeared through their counsel, David B. Markowitz and Kerry J. Shepherd. Defendants Paradigm Financial Service Inc. and Mark Sizemore appeared through their counsel of record, Thomas H. Tongue. Plaintiff Confederated Tribes of the Grand Ronde Community of Oregon ("CTGR") appeared through its counsel of record, Per A. Ramfjord. Pursuant to ORS 36.310, the Court heard oral argument of counsel and considered the following materials submitted by the parties:

1. Defendants Strategic Wealth Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, dated May 7, 2002;

1 2. Affidavit of Kerry J. Shepherd in Support of Defendants Strategic Wealth
2 Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, and exhibits
3 attached thereto, dated May 7, 2002;

4 3. Plaintiff's Memorandum in Opposition to Motion to Compel Arbitration and
5 to Abate, dated June 3, 2002;

6 4. Affidavit of Curtis R. Teigen, and exhibits attached thereto, dated May 31,
7 2002;

8 5. Affidavit of Lawrence J. Kovach dated May 31, 2002;

9 6. Affidavit of Per A. Ramfjord, and exhibits attached thereto, dated May 31,
10 2002;

11 7. Reply in Support of Defendants Strategic Wealth Management, Inc.'s and
12 Patrick Sizemore's Motion to Compel Arbitration, dated June 13, 2002;

13 8. Affidavit of Patrick Sizemore in Support of Defendants Strategic Wealth
14 Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, and exhibits
15 attached thereto, dated June 10, 2002;

16 9. Affidavit of David B. Markowitz in Support of Defendants Strategic Wealth
17 Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, and exhibits
18 attached thereto, dated June 12, 2002;

19 10. Affidavit of Kellie R. Gilbert in Support of Defendants Strategic Wealth
20 Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, and exhibits
21 attached thereto, dated June 12, 2002; and

22 11. Defendants Mark Sizemore and Paradigm Financial Services, Inc.'s Response
23 to Motion to Compel Arbitration, dated June 13, 2002.

24 Subsequent to the June 17, 2002 hearing, the parties submitted and the Court
25 considered the following:
26

- 1 12. Plaintiff's Notice of Deposition *Duces Tecum* of Strategic Wealth
2 Management Pursuant to ORCP 39C(6), dated June 26, 2002;
- 3 13. Plaintiff's Response to Defendants Mark Sizemore and Paradigm Financial
4 Services, Inc.'s Motion to Compel Arbitration, dated June 28, 2002;
- 5 14. Affidavit of James P. McGovern in Opposition to Defendants' Motion to
6 Compel, and exhibits thereto, dated July 5, 2002;
- 7 15. Affidavit of Lawrence Kovach in Opposition to Defendants' Motion to
8 Compel, and exhibits thereto, dated July 12, 2002;
- 9 16. Affidavit of Robert F. Saunders in Support of Defendants Strategic Wealth
10 Management, Inc.'s and Patrick Sizemore's Motion to Compel Arbitration, and exhibits
11 attached thereto, dated July 19, 2002;
- 12 17. Affidavit of Patricia Mercier, dated July 22, 2002;
- 13 18. Affidavit of James Willis in Opposition to Defendants' Motion to Compel,
14 dated July 31, 2002;
- 15 19. Plaintiff's Affidavit, Motion and Order (Proposed) for Commission to Take
16 Foreign Deposition, dated July 19, 2002;
- 17 20. Affidavit of Per A. Ramfjord in Support of Motion to Take Foreign
18 Deposition, dated July 19, 2002;
- 19 21. Defendants Strategic Wealth Management, Inc.'s and Patrick Sizemore's
20 Opposition to Plaintiff's Motion for Commission to Take Foreign Deposition, dated July 22,
21 2002;
- 22 22. Plaintiff's Supplemental Memorandum in Opposition to Motion to Compel
23 Arbitration and to Abate, dated July 23, 2002;
- 24 23. Defendants Mark Sizemore and Paradigm Financial Services, Inc.'s Reply to
25 Plaintiff's Response Regarding Abatement.
- 26

1 The parties stipulated that this matter may be decided by the Court in the manner
2 submitted and based on a preponderance of the evidence standard. Having considered the
3 foregoing written submissions and oral argument of counsel at the June 17, 2002 hearing, and
4 thereafter by multiple telephone conferences, THE COURT HEREBY FINDS:

5 1. On or about January 9, 1992, CTGR and SWM entered into an Investment
6 Advisory Agreement ("1992 Agreement"), which defined the respective rights and
7 obligations of the parties. The 1992 Agreement was negotiated by the parties, presented to
8 CTGR's Tribal Council, and signed by authorized representatives for the parties.

9 2. Paragraph 11(h) to the 1992 Agreement contains a broad arbitration clause,
10 which provides in pertinent part:

11 "All controversies which may arise between Client and
12 Advisor concerning any transaction or the construction,
13 performance or breach of this or any other agreements between
14 them whether entered into prior, on, or subsequent to the date
15 hereof, shall be determined by arbitration. Arbitration is final
16 and binding on the parties. The parties are waiving their right
17 to seek remedies in court, including the right to jury trial."

18 3. Subsequently, CTGR and SWM executed a Consulting Agreement dated
19 August 31, 1995. This 1995 document contains no arbitration clause, does not expressly
20 abrogate the arbitration clause of the 1992 Agreement, and does not provide for any dispute
21 resolution mechanism. The 1995 document was prepared on a Callan Investment
22 Management form, and it was completed because it was the general practice of Callan
23 Investment Management to require that its clients and their investment advisors sign
24 documents in this form to obtain access to certain products offered by Callan.

25 4. For the following reasons, the Court finds that the arbitration provision in the
26 1992 Agreement is binding on the parties:

(a) The 1995 document is incomplete with no attachments and no
Exhibit A which would have defined the services that SWM was to provide to CTGR,
as well as the fees, terms and conditions under which the parties would operate;

1 (b) Unlike the 1992 Agreement, the 1995 document was signed only by
2 Mr. Jim Willis, CTGR's executive officer, but was not presented to or signed by the
3 Tribal Council; and

4 (c) The arbitration provision of the 1992 Agreement applies to all
5 controversies which may arise concerning any transaction between the parties or the
6 construction, performance, or breach of that agreement or any other agreements
7 between the parties, whether entered into prior, on, or subsequent to the date of the
8 1992 Agreement, and the 1995 document does not abrogate the arbitration provision
9 in the 1992 Agreement.

10 5. Defendants SWM and Patrick Sizemore did not waive, by their words or their
11 conduct, their right to compel arbitration under the 1992 Agreement. The Court finds that
12 defendants' actions in conducting discovery and filing a motion to change venue were not
13 inconsistent with the intent to enforce the arbitration provision in the 1992 Agreement.

14 6. As to defendants Paradigm Financial Service, Inc. and Mark Sizemore, this
15 Court did not at the time of the hearing of their motion have sufficient information to decide
16 whether CTGR's claims should be arbitrated as to these two defendants. That question was
17 therefore left open for later determination. However, between the time of the hearing of their
18 motion and the time of entry of this Order, plaintiff CTGR and defendants Paradigm
19 Financial Service, Inc. and Mark Sizemore have entered a stipulation with the Court and
20 agreed that all claims and controversies by and between those parties are subject to binding
21 arbitration as well.

22 Based on the foregoing findings, THE COURT HEREBY ORDERS:

23 a. Defendants Strategic Wealth Management, Inc.'s and Patrick Sizemore's
24 Motion to Compel Arbitration is granted;

25 b. Pursuant to ORS 36.310 and paragraph 11(h) of the January 9, 1992
26 Investment Advisory Agreement, all claims and controversies between plaintiff Confederated

1 Tribes of the Grand Ronde Community of Oregon and Strategic Wealth Management, Inc.
2 and Patrick Sizemore concerning any transaction or the construction, performance or breach
3 of the 1992 Agreement or any other agreements whether entered into prior, on, or subsequent
4 to the date of the 1992 Agreement, are subject to binding arbitration;

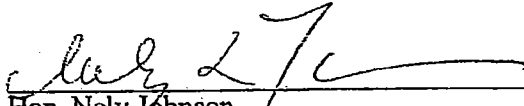
5 c. By stipulation dated October 29, 2002, between plaintiff Confederated Tribes
6 of the Grand Ronde Community of Oregon and defendants Paradigm Financial Service, Inc.
7 and Mark Sizemore, all claims and controversies by and between those parties are subject to
8 binding arbitration;

9 d. All claims before this Court asserted by plaintiff Confederated Tribes of the
10 Grand Ronde Community of Oregon against defendants Strategic Wealth Management, Inc.
11 and Patrick Sizemore are hereby:

12 ☒ dismissed without prejudice.

13 ☐ abated.

14 DATED this 2nd day of December, 2002.

15
16 
17 Hon. Nely Johnson
Circuit Court Judge

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ATTORNEY CERTIFICATE OF SERVICE

I hereby certify that I have made service of the foregoing **ORDER GRANTING DEFENDANTS STRATEGIC WEALTH MANAGEMENT, INC.'S AND PATRICK SIZEMORE'S MOTION TO COMPEL ARBITRATION** on the party/ies listed below in the manner indicated:

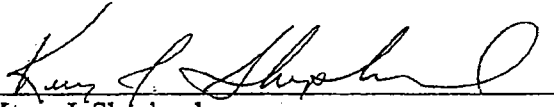
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- ☐ U.S. Mail
- ☐ Facsimile
- ☒ Hand Delivery
- ☐ Overnight Courier
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*Attorneys for Defendants Mark Sizemore and
Paradigm Financial Service Inc.*

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- ☐ Facsimile
- ☒ Hand Delivery
- ☐ Overnight Courier
- ☐ Email

DATED this 30th day of October, 2002.


Kerry J. Shepherd
OSB #94434
Attorney for Defendants Strategic Wealth
Management, Inc. and Patrick Sizemore