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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON

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6 FOR THE COUNTY OF MULTNOMAH

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8 STATE OF OREGON, ex rel CORY
9 STREISINGER, Director of the Department of
Consumer and Business Services, in her official
capacity,

10 Plaintiff,

v.

11 MARY MANIN MORRISSEY, an individual;
12 EDWARD P. MORRISSEY, an individual; THE
13 LIVING ENRICHMENT CENTER, a non-profit
religious organization, LIVING ENRICHMENT
14 MINISTRIES, a non-profit religious corporation;
15 NEW THOUGHT BROADCASTING, Inc.; and
NEW THOUGHT BROADCASTING
FOUNDATION, a dissolved non-profit religious
organization,

16 Defendants

No. **0504-03509**

Covenant Not to Execute on Judgment

BETWEEN

Plaintiff

and

Defendant Mary Manin Morrissey, only

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18 COVENANT NOT TO EXECUTE ON JUDGMENT

19 This AGREEMENT is made between Plaintiff STATE OF OREGON, ex rel CORY
20 STREISINGER, Director of the Department of Consumer and Business Services, in her official
21 capacity (DCBS) and Defendant Mary Manin Morrissey (Morrissey).

22 DCBS and Morrissey have entered into a stipulated General Judgment in this matter (the
23 Judgment). Morrissey is obligated with certain financial obligations under the Judgment. DCBS
24 and Morrissey agree:

25 DCBS agrees that it will refrain from executing or garnishing on the Judgment against
26 Morrissey, so long as all the following conditions are met:

- 1 i) The payment obligations of the second paragraph of Section VI A of the
2 Judgment are fully satisfied, timeliness being of the essence;
- 3 ii) The payment obligations of Section VI B of the Judgment are fully satisfied,
4 timeliness being of the essence;
- 5 iii) No knowingly false statement or recklessly false statement is made in the
6 financial statements required by Section VI F of the Judgment;
- 7 iv) The payment obligations of the of Section VI G of the Judgment are fully
8 satisfied, timeliness being of the essence;
- 9 v) Morrissey complies with the Injunction requirements of Section V of the
10 Judgment;
- 11 vi) Morrissey complies with the requirements of Section VIII of the Judgment,
12 timeliness being of the essence; and
- 13 vii) Morrissey complies with Sections IX, and X of the Judgment.
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15 Section VII A of the Judgment contemplates credits to the amounts showing as owed in
16 Exhibit A of the Judgment. Morrissey represents to DCBS that those credits due may be, as of
17 the date of the execution of this Covenant, approximately \$3,000,000.00. Neither the crediting
18 of any such payments nor the forgiveness or waiver of any debt by anyone listed on Exhibit A
19 shall constitute a payment for purposes of satisfying any of the conditions imposed upon
20 Morrissey under this Covenant.

21 In the event that Morrissey fails to comply with the conditions set forth above, DCBS
22 shall be under no obligation to refrain from execution or garnishment on the Judgment
23 obligations of Morrissey and may exercise all rights allowed to it under the law.

24 This Covenant Not to Execute does not in any way prevent or inhibit DCBS from
25 exercising other rights available to it in aid of collection on the Judgment, including without
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1 limitation the right to exercise offset and the right to conduct a Judgment Debtor Examination of
2 Morrissey.

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Mary Morrissey
Mary M Morrissey

Dated: *April 4, 2005*

DCBS

Michelle Seed

By:

Dated: *April 6, 2005*