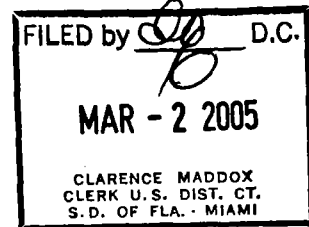


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 03-62251-Civ.-Martinez/Klein

SECURITIES AND EXCHANGE COMMISSION,)
)
Plaintiff,)
)
vs.)
)
OPSIS TECHNOLOGIES INT'L., INC., ET AL.,)
)
Defendants.)
)



**PARTIAL FINAL CONSENT JUDGMENT OF PERMANENT INJUNCTION
AND OTHER RELIEF AS TO DEFENDANT MICHAEL KORDICH**

Plaintiff Securities and Exchange Commission ("Commission") having filed a Complaint ("Complaint") charging defendant Michael Kordich with violating Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§ 77e(a), 77e(c), and 77q(a), Sections 15(a) and 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. §§ 78o(a) and 78j(b), and Rule 10b-5, 17 C.F.R. § 240.10b-5, and defendant Michael Kordich:

- (i) having executed the Consent of Defendant Michael Kordich ("Consent") annexed hereto and incorporated herein,
- (ii) having been properly served with the summons and the Complaint,
- (iii) having waived the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure,
- (iv) having waived any right to appeal from this Partial Final Consent Judgment,

58
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- (v) having admitted to the jurisdiction of this Court over him and over the subject matter of this action, and,
- (vi) having consented, without admitting or denying the allegations contained in the Complaint (except as to jurisdiction, which are admitted), to the entry of this Partial Final Consent Judgment of Permanent Injunction and Other Relief As To Defendant Michael Kordich (“Partial Final Consent Judgment”) without further notice:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Michael Kordich is permanently enjoined from, directly or indirectly, in the absence of any applicable exemption:

- A. unless a registration statement is in effect as to any security, (i) making use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell such security through the use or medium of any prospectus or otherwise, or (ii) carrying or causing to be carried through the mails or in interstate commerce, by any means or instruments of transportation, any such security for the purpose of sale or delivery; or
- B. making use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of any prospectus or otherwise any security, unless a registration statement has been filed with the Commission as to such security, or while the registration statement is the subject of a refusal or stop order or (prior to the

effective date of the registration statement) any public proceeding under Section 8 of the Securities Act [15 U.S.C. § 77h],
in violation of Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)].

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich is permanently enjoined from, directly or indirectly, in the offer or sale of any security, by use of the mails, or any means or instrumentality of transportation or communication in interstate commerce:

- A. employing any device, scheme, or artifice to defraud,
- B. obtaining money or property by means of an untrue statement of material fact or omitting to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; or
- C. engaging in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon the purchaser,

in violation of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

III.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich is permanently enjoined from, directly or indirectly, in connection with the purchase or sale of any security, by the use of any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange:

- A. employing any device, scheme, or artifice to defraud;

- B. making any untrue statement of material fact or omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or
- C. engaging in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person,

in violation of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b), and Rule 10b-5, 17 C.F.R. §240.10b-5].

IV.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich is permanently enjoined from, directly or indirectly, making use of the mails or other means or instrumentality of interstate commerce to effect transactions in, or induce or attempt to induce the purchase or sale of, a security (other than an exempted security or commercial paper, bankers' acceptances or commercial bills), without being associated with a broker-dealer registered in accordance with Section 15(b) of the Exchange Act, in violation of Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)].

V.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich shall pay disgorgement of ill-gotten gains, if any, and prejudgment interest on any such disgorgement, in the amount, and upon such terms, as the Court may later determine. The disgorgement of ill-gotten gains, if any, and prejudgment interest, if any, to be paid by Kordich shall be determined by the Court in light of all the relevant facts and circumstances. For

purposes of such determination, the issues will be limited to determining the amount of ill-gotten gains to be disgorged and prejudgment interest. Also for purposes of such determination, Kordich will be precluded from arguing that he did not violate the federal securities laws in the manner described in the Complaint and in the Commission's Statement of Undisputed Material Facts, filed December 17, 2004 (Docket Entry No. 46) herein, and, solely for the purposes of such determination, the facts as stated in the Complaint and the Plaintiff's Statement of Undisputed Material Facts shall be accepted as and deemed to be true by the Court. The Court may determine the amount of any such disgorgement and interest on the basis of affidavits, declarations, deposition excerpts and exhibits, and any other information deemed appropriate by the Court. Kordich may not, for purposes of such determination, challenge the validity of his Consent or the Partial Final Consent Judgment.

VI.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Michael Kordich shall pay a civil penalty, if any, if so ordered by the Court pursuant to the provisions of Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], in the amount, and upon such terms, as may be determined by the Court. The amount of the civil penalty, if any, to be paid by Kordich pursuant to the provisions of Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], shall be determined by the Court in light of all the relevant facts and circumstances. For purposes of such determination, the issues will be limited to determining the appropriateness and amount of any such civil penalty. Also for purposes of such determination,

Kordich will be precluded from arguing that he did not violate the federal securities laws in the manner described in the Complaint and in the Plaintiff's Statement of Undisputed Material Facts, filed December 17, 2004 (Docket Entry No. 46) and, solely for the purposes of such determination, the allegations of the Complaint and the Statement of Undisputed Material Facts shall be accepted as and deemed true by the Court. The Court may determine whether to impose a penalty, and the amount of any such penalty, on the basis of affidavits, declarations, deposition excerpts, and exhibits, and any other information deemed appropriate by the Court. Kordich may not, for purposes of such determination, challenge the validity of his Consent or this Partial Final Consent Judgment.

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich is barred from participating in an offering of penny stock, including engaging in activities with a broker, dealer, or issuer for purposes of issuing, trading, or inducing or attempting to induce the purchase or sale of any penny stock, as that term is defined in Rule 3a51-1 under the Exchange Act [17 C.F.R. 240.3a51-1]. Upon motion of the defendant, the Court may determine to limit the duration and scope of the bar in light of all the relevant facts and circumstances. For purposes of that determination, the issues will be limited to determining whether to modify the duration and scope of the penny stock bar. Also for purposes of that determination, Kordich will be precluded from arguing that he did not violate the federal securities laws in the manner described in the Complaint and in the Plaintiff's Statement of Undisputed Material Facts, filed December 17, 2004 (Docket Entry No. 46) and, solely for the purposes of such determination, the allegations of

the Complaint and the Statement of Undisputed Material Facts shall be accepted as and deemed true by the Court. The Court may determine to modify the duration and scope of the penny stock bar on the basis of affidavits, declarations, deposition excerpts, and exhibits, and any other information deemed appropriate by the Court. Kordich may not, for purposes of such determination, challenge the validity of its Consent or this Partial Final Consent Judgment.

VIII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Michael Kordich shall file with this Court, and serve upon the Commission, within twenty (20) business days or within such additional period of time to which the Commission agrees in writing, a verified written accounting signed by Michael Kordich under penalty of perjury, of:

- A. All assets, liabilities, and property currently held, directly or indirectly, by or for the benefit of Michael Kordich, including, without limitation, banks accounts, brokerage accounts, investments, business interests, loans, lines of credit, and real and personal property wherever situated, describing each asset and liability, its current location, and amount;
- B. All money, property, assets, and income received by Michael Kordich or for his direct or indirect benefit, at any time from March 23, 2001 through the date of such accounting, describing the source, amount, disposition, and current location of each of the items listed;
- C. The names and last known addresses of all bailees, debtors, and other persons and entities that currently are holding the assets, funds, or property of Michael

Kordich; and

- D. All assets, funds, securities, and real or personal property received by Michael Kordich, or any other person or entity controlled by Michael Kordich, from persons who provided money to Michael Kordich in connection with the offer, purchase, or sale of securities of Opsis Technologies International, Inc., from March 23, 2001 until the date of the accounting, and the disposition of such assets, funds, securities, and real or personal property.

IX.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to Rule 65(d) of the Federal Rules of Civil Procedure, this Partial Final Consent Judgment shall be binding upon Kordich, his agents, servants, employees, and attorneys, and upon those persons in active concert or participation with him who receive actual notice of this Partial Final Consent Judgment by personal service or otherwise.

X.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the provisions of the annexed Consent be, and the same hereby are, incorporated in this Partial Final Consent Judgment with the same force and effect as if fully set forth herein.

XI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for all purposes, including, but not limited to, implementing and enforcing the terms and conditions of this Partial Final Consent Judgment.

XII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, there being no just reason for delay, the Clerk of this Court is hereby directed to enter this Partial Final Consent Judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

CONSENT OF DEFENDANT MICHAEL KORDICH

1. Defendant Michael Kordich (“Kordich”), having been fully apprised of his rights, having had the opportunity to confer with legal counsel, and having read and understood the terms of the annexed Partial Final Consent Judgment Of Permanent Injunction And Other Relief As To Defendant Michael Kordich (“Partial Final Consent Judgment”): (i) appears and admits to the jurisdiction of this Court over him and over the subject matter of this action, (ii) waives the entry of findings of fact and conclusions of law pursuant to Fed. R. Civ. P. 52 and, (iii) consents to the entry of the Partial Final Consent Judgment in the form attached hereto without further notice, trial, or argument, and without admitting or denying the allegations of the Complaint filed by plaintiff Securities and Exchange Commission (“Commission”), except as to jurisdiction, which are admitted.

2. Kordich agrees that this Consent Of Defendant Michael Kordich (“Consent”) shall be incorporated by reference in and made part of the Partial Final Consent Judgment to be presented to the Court for signature, filing and entry contemporaneously herewith.

3. Kordich waives any right he may have to appeal from the Partial Final Consent Judgment.

4. Kordich 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, attorney, agent, or representative of the Commission to induce Kordich to enter into this Consent.

5. Kordich acknowledges that he has been informed and understands that the

Commission, at its sole and exclusive discretion, may refer, or grant access to, this matter or any information or evidence gathered in connection therewith or derived therefrom, to any person or entity having appropriate administrative, civil, or criminal jurisdiction, if the Commission has not already done so.

6. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the claims asserted against Kordich in this civil proceeding. Kordich acknowledges that no promise or representation has been made by the Commission or any member, officer, employee, attorney, 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. Kordich waives any claim of Double Jeopardy based upon the settlement of this proceeding, including the imposition of any remedy or civil penalty herein.

7. Kordich 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, Kordich understands that he shall not be permitted to contest the factual allegations of the Complaint or the Plaintiff's Statement of Undisputed Material Facts (Docket Entry No. 46) in this action.

8. Kordich 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 allegation in the Complaint or order for proceedings," 17 C.F.R. § 202.5(e). In compliance with this policy, Kordich 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, Kordich hereby withdraws any papers filed in this action to the extent that they deny any allegation in the Complaint. If Kordich breaches this agreement, the Commission may petition the Court to vacate the Partial Final Consent Judgment and restore this action to its active docket. Nothing in this provision effects Kordich's: (a) testimonial obligations; or (b) right to take legal or factual positions in defense of litigation or other legal proceedings in which the Commission is not a party.

9. Kordich understands and agrees that the amounts, if any, of the civil penalty, disgorgement obligation and prejudgment interest to be paid by Kordich, and the ultimate scope and duration of the penny stock bar imposed on him by the Partial Final Consent Judgment will be determined by the Court in light of all the relevant facts and circumstances. For purposes of such determination, the issues to be determined will be limited to (i) the amounts of any such disgorgement obligation and prejudgment interest, (ii) the appropriateness and amount of any penalty, and (iii) whether to modify the duration and scope of the penny stock bar. Kordich understands and agrees that, for purposes of such determination, he will be precluded from arguing that he did not violate the federal securities laws in the manner described in the

Complaint and in the Plaintiff's Statement of Undisputed Material Facts, filed December 17, 2004 (Docket Entry No. 46), and that, solely for the purposes of such determination, the allegations in the Complaint and the Plaintiff's Statement of Undisputed Material Facts shall be accepted as and deemed true by the Court. Kordich understands and agrees that the Court may determine whether to impose a penalty, the amounts of any such penalty, disgorgement obligation and prejudgment interest, and whether to modify the duration and scope of the penny stock bar on the basis of affidavits, declarations, deposition excerpts and exhibits, and any other information deemed appropriate by the Court. Kordich may not, for purposes of such determination, challenge the validity of this Consent or the Partial Final Consent Judgment.

10. Kordich acknowledges that any civil penalty paid pursuant to a Final Judgment in this case may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made, the civil penalty shall be treated as a penalty paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Kordich agrees that he shall not, in any related investor action, benefit from any offset or reduction of any investor's claim by the amount of any Fair Fund distribution to such investor in this action or reduction of any investor's claim by the amount of any Fair Fund distribution to such investor in this action that is proportionately attributable to the civil penalty paid by Kordich ("Penalty Offset"). If the court in any related investor action grants such an offset or reduction, Kordich agrees that he shall, within 30 days after entry of a final order granting the offset or reduction, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the United

States Treasury or to a Fair Fund, as the Commission directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this action. For purposes of this paragraph, a "related investor action" means a private damages action brought against Kordich by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

11. Kordich agrees that he shall not seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any civil penalty amounts that Kordich pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors. Kordich further agrees that he shall not claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any penalty amounts that he pays pursuant to the Final Judgment, regardless of whether such penalty amounts or any part thereof are added to a distribution fund or otherwise used for the benefit of investors.

12. Kordich agrees that this Court shall retain jurisdiction of this matter for purposes of implementing and enforcing the terms and conditions of the Partial Final Consent Judgment and for all other purposes.

13. Kordich hereby consents and agrees that the annexed Partial Final Consent Judgment may be presented by the Commission to the Court for signature and entry without further notice or delay.


14. Kordich will not oppose the enforcement of the Partial Final Consent 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.

15. Kordich waives service of the Partial Final Consent Judgment and agrees that entry of the Partial Final Consent Judgment by the Court and filing with the Clerk of the Court will constitute notice to Kordich of its terms and conditions. Kordich agrees to execute and provide to the Commission a written declaration pursuant to 28 U.S.C. § 1746 acknowledging his receipt of the Partial Final Consent Judgment no later than ten (10) business days after a copy of the Partial Final Consent Judgment has been forwarded to Kordich's counsel, Paul Silverberg, Esq., Silverberg & Associates, P.A., 2665 Executive Park Dr., Ste. 2, Weston, FL 33331.

16. Kordich 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 pursue reimbursement of attorney's fees or other fees, expenses, or costs expended by Kordich to defend against this action. For these purposes, Kordich agrees that he is not the prevailing party in this action since the parties have reached a good faith settlement.

Dated: January 25, 2005


Michael Kordich

On this 25th day of January 2005 before me personally appeared Michael Kordich, to me known to be the person who executed the foregoing Consent of Defendant Michael Kordich.

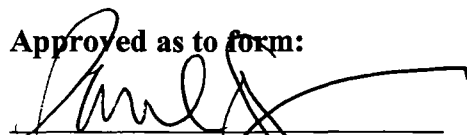

Notary Public

State of Florida
Commission No. DD 49050

 Stephanie M Renfrew
My Commission DD49020
Expires September 28, 2005

My commission expires on 9/28/05.

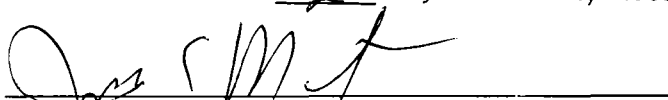
Approved as to form:



Paul Silverberg
Silverberg & Associates, P.A.
2665 Executive Park Dr., Ste. 2
Weston, FL 33331
Fla. Bar # 147877
Attorney for Michael Kordich

SO ORDERED:

DONE and ORDERED in Chambers at Miami, Florida, this 2 day of March, 2005.


UNITED STATES DISTRICT JUDGE