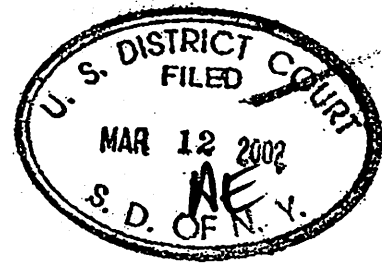


WAYNE M. CARLIN (WC-2114)
Regional Director

Attorney for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
233 Broadway
New York, NY 10279
(646) 428-1510



DOC # 131

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

- against -

THE OAKFORD CORPORATION, et al.,

Defendants.
-----X

00 Civ. 2426 (JSR)

**FINAL JUDGMENT AGAINST DEFENDANTS THOMAS
CAVALLINO AND OAKWOOD SECURITIES, INC. ON CONSENT**

Defendants Thomas Cavallino and Oakwood Securities, Inc. ("Defendants") having (i) entered a general appearance; (ii) consented to the Court's jurisdiction over Defendants and the subject matter of this action; (iii) without admitting or denying the allegations of the Complaint, consented to entry of this Judgment without further notice; (iv) waived findings of fact and conclusions of law; and (v) waived any right to appeal from this Judgment, it is now

I.

ORDERED, ADJUDGED AND DECREED that Defendants, and Defendants officers, agents, servants, employees and attorneys-in-fact, and those persons in active concert or participation with them who receive actual notice of this Judgment, are permanently restrained and enjoined from:

A. violating Section 11(a) of the Securities Exchange Act of 1934 (15 U.S.C. §78k(a)) and Rule 11a-1 thereunder (17 C.F.R. §240.11a-1) by

1. effecting any transaction on any national securities exchange of which he is a member, for his own account, the account of an associated person, or an account with respect to which he or an associated person thereof exercises investment discretion; or
2. initiating, while on the floor of any national securities exchange of which he is a member, any transaction in any security admitted to trading on such exchange, for any account in which he has an interest, or any account with respect to which he has discretion as to the time of execution, the choice of security to be bought or sold, the total amount of any security to be bought or sold, or whether such transaction shall be one of purchase or sale;

B. violating Section 17(a) of the Securities Act of 1933 (15 U.S.C. §77q(a)) by, in the offer or sale of any securities by the use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly, (1) employing any device, scheme or artifice to defraud, (2) obtaining money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or (3) engaging in any transaction, practice or course of business which operates or would operate as a fraud or deceit upon any purchaser;

C. violating Section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. §78j(b)) and Rule 10b-5 thereunder (17 C.F.R. §240.10b-5) by, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national securities exchange, in connection with the purchase or sale of any security, (1) employing any device, scheme or artifice to defraud, (2) making any untrue statement of a material fact or omitting to state a material fact necessary in order to make the statements made,

in the light of the circumstances under which they were made, not misleading, or (3) engaging in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person; and

D. violating Section 17(a) of the Securities Exchange Act of 1934 (15 U.S.C. §78q(a)) and Rules 17a-3 thereunder (17 C.F.R. §240.17a-3).

II.

ORDERED, ADJUDGED AND DECREED that Defendants pay disgorgement in the amount of \$4,174,693.88, representing \$2,503,375.00 as a result of the conduct alleged in the Complaint, together with pre-judgment interest in the amount of \$1,671,318.88. Based upon Defendants' sworn representations in their Statements of Financial Condition dated December 10, 2001, and other documents submitted to the Commission, payment of disgorgement and pre-judgment interest thereon is waived, contingent upon the accuracy and completeness of their Statements of Financial Condition.

III.

ORDERED, ADJUDGED AND DECREED that based on Defendants' sworn representations in their Statements of Financial Condition dated December 10, 2001, and other documents submitted to the Commission, the Court is not ordering Defendant to pay a civil penalty. The determination not to impose a civil penalty and to waive payment of disgorgement and pre-judgment interest thereon is contingent upon the accuracy and completeness of their Statements of Financial Condition. If at any time following the entry of this Final Judgment the Commission obtains information indicating that Defendants' representations to the Commission concerning their assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made, the Commission may, at its sole discretion and without prior notice to Defendants, petition the Court for an order requiring Defendants to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment interest thereon, and the maximum civil penalty allowable under the law. In connection with any such petition, the only issue shall be whether the financial information

provided by Defendants was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such representations were made. In its petition, the Commission may move this Court to consider all available remedies, including, but not limited to, ordering Defendants to pay funds or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The Commission may also request additional discovery. Defendants may not, by way of defense to such petition: (1) challenge the validity of this Consent or the Final Judgment; (2) contest the allegations in the Complaint filed by the Commission; (3) assert that payment of disgorgement, pre-judgment and post-judgment interest or a civil penalty should not be ordered; (4) contest the amount of disgorgement and pre-judgment and post-judgment interest; (5) contest the imposition of the maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

There being no just reason for delay, pursuant to Fed. R. Civ. P. 54(b), the Clerk is ordered to enter this Judgment forthwith and without further notice.

Dated: 3/11/ 2002


UNITED STATES DISTRICT JUDGE

THIS DOCUMENT WAS ENTERED
ON THE DOCKET ON 3/15/02

CONSENT OF DEFENDANTS
THOMAS CAVALLINO AND OAKWOOD SECURITIES, INC.

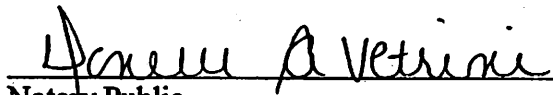
1. Defendant Thomas Cavallino and Oakwood Securities, Inc. (i) enter a general appearance; (ii) consent to the Court's jurisdiction over Defendant and the subject matter of this action; (iii) without admitting or denying the allegations of the Complaint, consent to entry of the Final Judgment Against Defendants Thomas Cavallino and Oakwood Securities, Inc. On Consent ("Judgment") submitted with this Consent; (iv) waive findings of fact and conclusions of law; (v) agree that the Judgment may be presented and entered without further notice; (vi) waive notice of entry and service of the Judgment; (vii) waive any right to appeal from the Judgment; (viii) acknowledge that this Consent and the Judgment embody the entire agreement resolving this action; and (ix) acknowledge that this Consent and the Judgment do not bind any agency of government other than Plaintiff Securities and Exchange Commission and, consistent with 17 CFR §202.5(f), waive any claim of double jeopardy based on settlement of this action.

2. Defendants Thomas Cavallino and Oakwood Securities, Inc. (i) understand the SEC's policy "not to permit a defendant or respondent to consent to a judgment or order that imposes a sanction while denying the allegations in the complaint," 17 CFR §202.5(e); (ii) agree not to make or permit any public statement directly or indirectly denying the allegations of the Complaint or creating the impression that the Judgment is without factual basis; and (iii) agree that if Defendants breach this agreement, the SEC may move the Court to vacate the Judgment and restore this action to its active docket. Nothing in this provision affects Defendants' right to

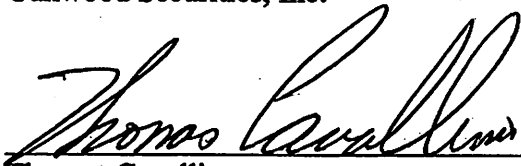
take legal or factual positions in litigation in which the SEC is not a party, or Defendants' testimonial obligations in any matter.


Thomas Cavallino

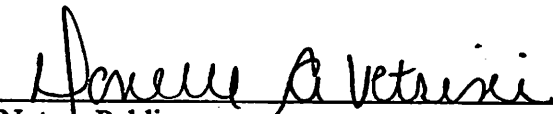
On 12/13, 2001, Thomas Cavallino, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent.


Notary Public

Oakwood Securities, Inc.

By: 
Thomas Cavallino

On 12/13, 2001, Thomas Cavallino, a person known to me, personally appeared before me and acknowledged executing the foregoing Consent on behalf of Oakwood Securities, Inc.


Notary Public

DONELLE A. VETRINI
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/30/2002