



release, compromise and resolution of all potential claims and charges that have been or might be asserted by the NCUA or the NCUA Board against Swedberg arising out of his position with WesCorp.

2. **Jurisdiction.** Pursuant to its authority under Section 206(e) of the Federal Credit Union Act, 12 U.S.C. § 1786(e), the NCUA Board is the appropriate Federal agency to maintain an administrative action against an "institution-affiliated party." Swedberg is an "institution-affiliated party" within the meaning of Section 206(r) of the Federal Credit Union Act, 12 U.S.C. § 1786(r). Accordingly, Swedberg admits the jurisdiction of the NCUA Board over him and over the subject matter of this action.

3. **Consent.** Swedberg consents to the issuance by the NCUA Board of the accompanying Order containing the following terms and conditions:

Effective immediately, Swedberg shall not:

- (a) Become an employee of, hold any office in, or otherwise participate in any manner in the conduct of the affairs of any federally-insured corporate credit union;
- (b) Consult or advise any federally-insured corporate credit union on any matters involving or relating to investment securities, investment policy or investment strategy; or
- (c) Sell any investment securities, directly or indirectly, to any federally-insured corporate credit union.

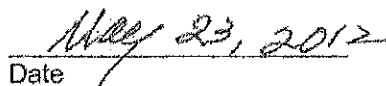
4. **Waivers.** Swedberg waives his right to an administrative hearing to the Order as provided for in Section 206(e) of the Federal Credit Union Act, 12 U.S.C.

§ 1786(e). He further waives his right to seek judicial review of the Order or otherwise challenge the validity or legality of the Order.

5. **Finality.** Swedberg consents to the issuance of the Order, and agrees to comply with all of its terms. The Order complies with all requirements of law, and is issued pursuant to Section 206 of the Federal Credit Union Act, 12 U.S.C. § 1786. Upon its issuance, the Order is final, effective and fully enforceable by the NCUA Board. The laws of the United States of America govern the construction and validity of this Stipulation and the Order, and the section and paragraph headings do not affect the interpretation of this Stipulation or the Order.

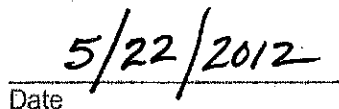
WHEREFORE, in consideration of the foregoing, Swedberg and the NCUA Board execute this Stipulation and Consent to Cease and Desist Order.

  
THOMAS E. SWEDBERG

  
Date

NATIONAL CREDIT UNION ADMINISTRATION BOARD

  
JON J. CANERDAY  
Office of General Counsel

  
Date

**UNITED STATES OF AMERICA  
NATIONAL CREDIT UNION ADMINISTRATION  
NATIONAL CREDIT UNION ADMINISTRATION BOARD**

\_\_\_\_\_  
In the Matter of )  
)  
)

**THOMAS E. SWEDBERG,** )

Former Employee or )  
Institution-Affiliated Party of )  
Western Corporate Federal Credit Union )  
San Dimas, California )  
\_\_\_\_\_)

Docket No. 12-0028-CO

**ORDER TO CEASE AND DESIST**

**WHEREAS**, Thomas E. Swedberg ("Swedberg") has executed a Stipulation and Consent to Cease and Desist Order ("Stipulation and Consent") and agreed and consented to the issuance of this Order to Cease and Desist ("Order"), pursuant to Section 206(e) of the Federal Credit Union Act, 12 U.S.C. § 1786(e), and Part 747 of the National Credit Union Administration Rules and Regulations, 12 C.F.R. § 747, *et seq.*; and

**WHEREAS**, the National Credit Union Administration Board ("NCUA Board") has jurisdiction over Swedberg pursuant to Sections 206(e) and (r) of the Federal Credit Union Act; and

**WHEREAS**, pursuant to the Federal Credit Union Act and the National Credit Union Administration Rules and Regulations, the NCUA Board has authority to issue a final Order where the Respondent consents to the issuance of such an Order; and

**WHEREAS**, the NCUA Board has considered the terms and conditions agreed to in the Stipulation and Consent;

**NOW THEREFORE, IT IS ORDERED THAT:**

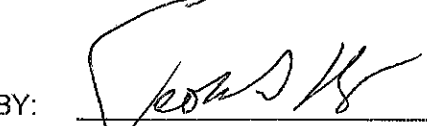
Effective immediately, Thomas E. Swedberg shall not:

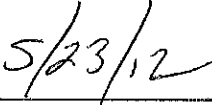
- (a) Become an employee of, hold any office in, or otherwise participate in any manner in the conduct of the affairs of any federally-insured corporate credit union;
- (b) Consult or advise any federally-insured corporate credit union on any matters involving or relating to investment securities, investment policy or investment strategy; or
- (c) Sell any investment securities, directly or indirectly, to any federally-insured corporate credit union.

**FURTHERMORE**, all technical words or terms used in this Order have meanings defined in the Federal Credit Union Act, the NCUA Rules, Title 12 of the United States Code, and any such words or terms undefined in the foregoing have meanings that accord with the best customs and usage in the credit union industry.

**FURTHERMORE**, this Order against Swedberg incorporates by reference the Stipulation and Consent he executed, and is effective upon its issuance.

**FOR THE NATIONAL CREDIT UNION ADMINISTRATION BOARD**

BY:   
\_\_\_\_\_  
Scott Hunt,  
Director, OCCU

  
\_\_\_\_\_  
Date

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