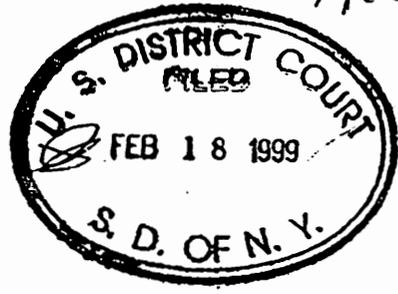


Doc #6

HELLERSTEIN



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

97 Civ. 8439 (AKH)

- against -

FINAL CONSENT JUDGMENT
OF PERMANENT INJUNCTION
AND OTHER RELIEF AS TO
DEFENDANT DAVID W. LAING

DAVID W. LAING, and
PCO, INC., d/b/a
PERSONAL CHOICE OPPORTUNITIES,

Defendants.

Plaintiff Securities and Exchange Commission ("Commission"), having commenced this action by filing a Complaint ("Complaint") on November 13, 1997, charging defendants David W. Laing ("Laing") and PCO, Inc., d/b/a Personal Choice Opportunities ("PCO"), with violations of Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 ("Securities Act"), [15 U.S.C. §§ 77e(a), 77e(c), 77q(a)], and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), [15 U.S.C. § 78j(b)] and Rule 10b-5, [17 C.F.R. § 240.10b-5]; and Laing, having executed the attached Consent of Defendant David W. Laing ("Consent") incorporated herein, having admitted to the jurisdiction of this court over him and over the subject matter of this action, having waived the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, and, without admitting or denying the allegations contained in the Commission's Complaint (except as to jurisdiction, which are

admitted), having consented to the entry without further notice of this **Final Consent Judgment Of Permanent Injunction And Other Relief As To Defendant David W. Laing ("Final Judgment")**:

I.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Laing be, and hereby is, permanently enjoined and restrained from, directly or indirectly, singly or in concert:

- A. unless a registration statement is in effect as to a security,
 - 1. making use of any means or instrument 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;
 - 2. carrying or causing to be carried through the mails or in interstate commerce, by any means or instrument of transportation, such security for the purpose of sale or for delivery after sale; or
- B. making use of any means or instrument 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 as to such security, or while the registration statement is the subject of a refusal order or stop order or (prior to the effective date of the

registration statement), any public proceeding or examination under Section 8 of the Securities Act,

in violation of Sections 5(a) or 5(c) of the Securities Act [15 U.S.C. §§ 77e(a),(c)].

II.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Laing be, and hereby is, permanently enjoined and restrained from, directly or indirectly, singly or in concert, in the offer or sale of any security by the use of any means or instrument of transportation or communication in interstate commerce or by the use of the mails:

- A. employing any device, scheme or artifice to defraud;
- B. 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 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 Laing be, and hereby is, permanently enjoined and restrained from, directly or indirectly, singly or in concert, 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 a 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 connection with the purchase or sale of any security, 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 the annexed **Consent** be and hereby is incorporated in this **Final Judgment** with the same force and effect as if fully set forth herein.

V.

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

VI.

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 Final Judgment.

VII.

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

CONSENT OF DEFENDANT DAVID W. LAING

1. Defendant David W. Laing ("Laing"), being fully apprised of his rights, having had the opportunity to confer with counsel, having read and understood the terms of the annexed **Final Consent Judgment Of Permanent Injunction And Other Relief As To Defendant David W. Laing ("Final Judgment")**, appears and admits the jurisdiction of this Court over him and over the subject matter of this action, waives the entry of findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure and, without admitting or denying the allegations contained in the Complaint of Plaintiff Securities and Exchange Commission ("Commission"), except as to jurisdiction, which are admitted, hereby consents to the entry, without further notice, of the **Final Judgment**.

2. Laing agrees that this **Consent of David W. Laing ("Laing")** shall be incorporated by reference in and made part of the annexed **Final Judgment** to be presented to the Court for signature, filing, and entry contemporaneously herewith.

3. Laing waives any right he may have to appeal from the **Final Judgment**.

4. Laing acknowledges that a willful violation of any of the terms or provisions of the **Final Judgment** may place him in contempt of this Court and subject him to civil or criminal sanctions.

5. Laing acknowledges that he enters into this **Consent** voluntarily, and that this **Consent** and the **Final Judgment** embody the entire understanding of the parties. Laing

acknowledges and agrees that this proceeding, and his consent to the entry of the **Final Judgment**, are for the purpose of resolving this civil action only, and that no tender, offer, threat, promise, or inducement of any kind has been made by Plaintiff Commission or by any member, officer, attorney, agent, or representative thereof, with regard to (a) this civil action, that is not explicitly stated in this **Consent** or the **Final Judgment**; (b) any administrative proceeding brought or to be brought before the Commission involving the **Final Judgment** or the facts underlying this action; (c) any other Commission civil action or administrative proceeding not involving the facts underlying this action; (d) any administrative, civil or criminal liability arising from the facts underlying this action in any action or proceeding brought or to be brought by any third party, other agency or criminal authority; or (e) immunity from any such administrative, civil or criminal action or proceeding.

6. Laing acknowledges that he has been informed and understands that Plaintiff Commission, at its sole and exclusive discretion, may have referred or granted or may in the future 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 or authority, if the Commission has not already done so.

7. Laing acknowledges and agrees that this **Consent** to the entry of the **Final Judgment** is for the purpose of resolving this civil action only, in conformity with the provisions of 17 C.F.R. § 202.5(f), and does not resolve, extend to, affect or preclude any other proceeding which may be brought against him by any criminal authority. Laing waives

any right he may have to assert that under the Double Jeopardy Clause of the United States Constitution, the relief consented to in this civil action, including the imposition of any remedy or civil penalty herein, bars any criminal action, or that any criminal action bars the relief consented to in this civil action.

8. Laing agrees that first class mail to John J. Quinn, Esq., his counsel, at Riordan & McKinzie, 300 South Grand Street, Suite 2900, Los Angeles, California 90071, shall be deemed personal service for all correspondence, service, and notices as to any matter related to this Consent and the Final Judgment, unless Laing notifies the Commission otherwise by letter addressed to counsel for the Securities and Exchange Commission, Northeast Regional Office, Seven World Trade Center, New York, New York 10048.

9. Laing 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 allegations in the complaint or order for proceedings" (17 C.F.R. § 202.5(e)). In compliance with this policy, Laing agrees 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. If Laing breaches this agreement, the Commission may petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in this provision affects Laing's: (i) testimonial obligations; or (ii) right to take legal positions in litigation in which the Commission is not a party.

10. Laing agrees to execute and return promptly an acknowledgment of receipt of the **Final Judgment** once the **Final Judgment** has been entered by the Court and forwarded to him for such purpose.

11. Laing agrees that this Court shall retain jurisdiction of this matter for all purposes, including the implementation, modification and enforcement of the **Final Judgment**.

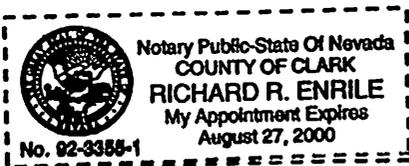
12. Laing further agrees that the annexed **Final Judgment** may be presented by the Commission to the Court for signature and entry without further notice and delay.

David W. Laing
DAVID W. LAING

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

On this 23 day of December 1998, before me personally appeared David W. Laing, to me known to be the person who executed the foregoing Consent of David W. Laing, and he acknowledged to me that he executed the same.

Richard R. Enrile
Notary Public



SO ORDERED:

Albert J. Helbert
UNITED STATES DISTRICT COURT JUDGE *mc*

Date: Feb. 17, 1998 *mc*