

OF

1 JONATHAN S. POLISH (Illinois Bar No. 6237890)  
polishj@sec.gov  
2 ANNE C. MCKINLEY (Illinois Bar No. 6270252)  
mckinleya@sec.gov  
3 RICHARD G. STOLTZ (Missouri Bar No. 56398)  
stoltzr@sec.gov

4 Attorneys for Plaintiff  
5 SECURITIES AND EXCHANGE COMMISSION  
175 West Jackson Boulevard, Suite 900  
6 Chicago, Illinois 60604  
Telephone: (312) 353-7390  
7 Facsimile: (312) 353-7398

RECEIVED

NOV 12 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

E-FILED

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

BZ

11 SAN FRANCISCO DIVISION

12 U.S. SECURITIES AND EXCHANGE  
COMMISSION,

CV 08

5133

13 Plaintiff,

CONSENT OF DEFENDANT  
JONATHAN L. WILSON TO  
FINAL JUDGMENT

14 vs.

15 JONATHAN L. WILSON,

16 Defendant.  
17

18 1. Defendant Jonathan L. Wilson ("Wilson") waives service of a summons and the complaint  
19 in this action, enters a general appearance, and admits the Court's jurisdiction over him and over the  
20 subject matter of this action.

21 2. Without admitting or denying the allegations of the complaint (except as to personal and  
22 subject matter jurisdiction, which Defendant Wilson admits), Defendant Wilson hereby consents to  
23 the entry of the Final Judgment as to Defendant Wilson in the form attached hereto (the "Final  
24 Judgment") and incorporated by reference herein, which, among other things:

- 25 (a) permanently restrains and enjoins Defendant Wilson from violations of Sections 10(b)  
26 and 14(e) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. §§  
27 78j(b), 78n(e)] and Rules 10b-5 and 14e-3 promulgated thereunder [17 C.F.R. §§ 240.10b-  
28 5, 240.14e-3]; and

1 CONSENT OF DEFENDANT WILSON  
TO FINAL JUDGMENT

1 (b) orders Defendant Wilson to pay disgorgement in the amount of \$117,045.87 with a  
2 first payment of \$25,000 due no later than 30 days after the date of entry of the Final  
3 Judgment, 11 payments of \$7,670.49 due no later than the 30<sup>th</sup> of March, June, September  
4 and December of each year until September 30, 2011 and a final payment of \$7,670.48  
5 due no later than December 30, 2011.

6 3. Defendant Wilson acknowledges that the Court is not imposing a civil penalty based on  
7 his sworn representations in his Statement of Financial Condition dated December 3, 2007 and  
8 restated on April 3, 2008, and other documents and information submitted to the Commission.  
9 Defendant Wilson further consents that if at any time following the entry of the Final Judgment the  
10 Commission obtains information indicating that his representations to the Commission concerning  
11 his assets, income, liabilities, or net worth were intentionally fraudulent, misleading, inaccurate, or  
12 incomplete in any material respect as of the time such representations were made, the Commission  
13 may, at its sole discretion and without prior notice to Defendant Wilson, petition the Court for an  
14 order requiring him to pay the unpaid portion of the disgorgement, pre-judgment and post-judgment  
15 interest thereon, and the maximum civil penalty allowable under the law. In connection with any  
16 such petition, the only issue shall be whether the financial information provided by Defendant Wilson  
17 was fraudulent, misleading, inaccurate, or incomplete in any material respect as of the time such  
18 representations were made. In any such petition, the Commission may move the Court to consider all  
19 available remedies, including but not limited to ordering Defendant Wilson to pay funds or assets,  
20 directing the forfeiture of any assets, or sanctions for contempt of the Court's Final Judgment. The  
21 Commission may also request additional discovery. Defendant Wilson may not, by way of defense to  
22 such petition: (1) challenge the validity of this Consent or the Final Judgment; (2) contest the  
23 allegations in the complaint; (3) assert that payment of disgorgement, pre-judgment or post-judgment  
24 interest, or a civil penalty should not be ordered; (4) contest the amount of disgorgement or pre-  
25 judgment or post-judgment interest; (5) contest the imposition of the maximum civil penalty  
26 allowable under the law; or (6) assert any defense to liability or remedy, including but not limited to  
27 any statute of limitations defense, but he can contest whether any information is misleading.  
28

1 4. Defendant Wilson waives the entry of findings of fact and conclusions of law pursuant to  
2 Rule 52 of the Federal Rules of Civil Procedure.

3 5. Defendant Wilson waives the right, if any, to a jury trial and to appeal from the entry of  
4 the Final Judgment.

5 6. Defendant Wilson enters into this Consent voluntarily and represents that no threats,  
6 offers, promises, or inducements of any kind have been made by the Commission or any member,  
7 officer, employee, agent, or representative of the Commission to induce him to enter into this  
8 Consent.

9 7. Defendant Wilson agrees that this Consent shall be incorporated into the Final Judgment  
10 with the same force and effect as if fully set forth therein.

11 8. Defendant Wilson will not oppose the enforcement of the Final Judgment on the ground,  
12 if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and  
13 hereby waives any objection based thereon.

14 9. Defendant Wilson waives service of the Final Judgment and agrees that entry of the Final  
15 Judgment by the Court and filing with the Clerk of the Court will constitute notice to him of its terms  
16 and conditions. Defendant Wilson further agrees to provide counsel for the Commission, within  
17 thirty days after the Final Judgment is filed with the Clerk of the Court, with an affidavit or  
18 declaration stating that Defendant Wilson has received and read a copy of the Final Judgment.

19 10. Consistent with 17 C.F.R. §202.5(f), this Consent resolves only the claims asserted  
20 against Defendant Wilson in this civil proceeding. Defendant Wilson acknowledges that no promise  
21 or representation has been made by the Commission or any member, officer, employee, agent, or  
22 representative of the Commission with regard to any criminal liability that may have arisen or may  
23 arise from the facts underlying this action or immunity from any such criminal liability. Defendant  
24 Wilson waives any claim of Double Jeopardy based upon the settlement of this proceeding, including  
25 the imposition of any remedy or civil penalty herein. Defendant Wilson further acknowledges that  
26 the Court's entry of a permanent injunction may have collateral consequences under federal or state  
27 law and the rules and regulations of self-regulatory organizations, licensing boards, and other  
28 regulatory organizations. Such collateral consequences include, but are not limited to, a statutory

1 disqualification with respect to membership or participation in, or association with a member of, a  
2 self-regulatory organization. This statutory disqualification has consequences that are separate from  
3 any sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding  
4 before the Commission based on the entry of the injunction in this action, Defendant Wilson  
5 understands that he shall not be permitted to contest the factual allegations of the complaint in this  
6 action.

7 11. Defendant Wilson understands and agrees to comply with the Commission's policy "not to  
8 permit a defendant or respondent to consent to a judgment or order that imposes a sanction while  
9 denying the allegation in the complaint or order for proceedings." 17 C.F.R. § 202.5. In compliance  
10 with this policy, Defendant Wilson agrees: (i) not to take any action or to make or permit to be made  
11 any public statement denying, directly or indirectly, any allegation in the complaint or creating the  
12 impression that the complaint is without factual basis; and (ii) that upon the filing of this Consent,  
13 Defendant Wilson hereby withdraws any papers filed in this action to the extent that they deny any  
14 allegation in the complaint. If Defendant Wilson breaches this agreement, the Commission may  
15 petition the Court to vacate the Final Judgment and restore this action to its active docket. Nothing in  
16 this paragraph affects Defendant Wilson's: (i) testimonial obligations; or (ii) right to take legal or  
17 factual positions in litigation or other legal proceedings in which the Commission is not a party.

18 12. Defendant Wilson hereby waives any rights under the Equal Access to Justice Act, the  
19 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law to seek  
20 from the United States, or any agency, or any official of the United States acting in his or her official  
21 capacity, directly or indirectly, reimbursement of attorney's fees or other fees, expenses, or costs  
22 expended by him to defend against this action. For these purposes, Defendant Wilson agrees that his  
23 not the prevailing party in this action since the parties have reached a good faith settlement.

24 13. Defendant Wilson agrees that the Commission may present the Final Judgment to the  
25 Court for signature and entry without further notice.

26  
27  
28

ACKNOWLEDGMENT

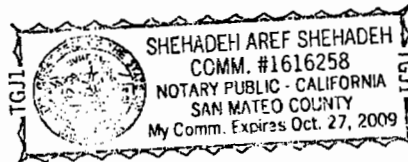
State of California  
County of SAN MATEO } ss.

On Nov 6, 2008 before me, SHEHADEH AREF SHEHADEH  
Notary Public, personally appeared Jonathan Wilson.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]  
Signature

OPTIONAL INFORMATION

Date of Document \_\_\_\_\_ Thumbprint of Signer

Type or Title of Document \_\_\_\_\_

Number of Pages in Document \_\_\_\_\_

Document in a Foreign Language \_\_\_\_\_

Type of Satisfactory Evidence:  
 \_\_\_\_\_ Personally Known with Paper Identification  
 \_\_\_\_\_ Paper Identification  
 \_\_\_\_\_ Credible Witness(es)

Capacity of Signer:  
 \_\_\_\_\_ Trustee  
 \_\_\_\_\_ Power of Attorney  
 \_\_\_\_\_ CEO / CFO / COO  
 \_\_\_\_\_ President / Vice-President / Secretary / Treasurer  
 \_\_\_\_\_ Other: \_\_\_\_\_

Other Information: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

1 JONATHAN S. POLISH (Illinois Bar No. 6237890)  
polishj@sec.gov  
2 ANNE C. MCKINLEY (Illinois Bar No. 6270252)  
mckinleva@sec.gov  
3 RICHARD G. STOLTZ (Missouri Bar No. 56398)  
stoltzr@sec.gov

4 Attorneys for Plaintiff  
5 SECURITIES AND EXCHANGE COMMISSION  
175 West Jackson Boulevard, Suite 900  
6 Chicago, Illinois 60604  
Telephone: (312) 353-7390  
7 Facsimile: (312) 353-7398

8  
9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 SECURITIES AND EXCHANGE COMMISSION,

Case No.

13 Plaintiff,

14 vs.

**FINAL JUDGMENT AS TO  
DEFENDANT JONATHAN L. WILSON**

15 JONATHAN L. WILSON,

16 Defendant.

17  
18 The Securities and Exchange Commission having filed a Complaint and Defendant Jonathan  
19 L. Wilson ("Wilson") having entered a general appearance; consented to the Court's jurisdiction over  
20 him and the subject matter of this action; consented to entry of this Final Judgment without admitting  
21 or denying the allegations of the Complaint (except as to jurisdiction); waived findings of fact and  
22 conclusions of law; and waived any right to appeal from this Final Judgment:  
23

24 **I.**

25 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Defendant Wilson and  
26 Defendant Wilson's agents, servants, employees, attorneys, and all persons in active concert or  
27 participation with them who receive actual notice of this Final Judgment by personal service or  
28

1 otherwise are permanently restrained and enjoined from violating, directly or indirectly, Section  
2 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15 U.S.C. § 78j(b)] and Rule  
3 10b-5 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of  
4 interstate commerce, or of the mails, or of any facility of any national securities exchange, in  
5 connection with the purchase or sale of any security:

- 6 (a) to employ any device, scheme, or artifice to defraud;
- 7 (b) to make any untrue statement of a material fact or to omit to state a material fact  
8 necessary in order to make the statements made, in the light of the circumstances  
9 under which they were made, not misleading; or
- 10 (c) to engage in any act, practice, or course of business which operates or would operate  
11 as a fraud or deceit upon any person.  
12

13  
14 **II.**

15 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendant  
16 Wilson and Defendant Wilson's agents, servants, employees, attorneys, and all persons in active  
17 concert or participation with them who receive actual notice of this Final Judgment by personal  
18 service or otherwise are permanently restrained and enjoined from violating Section 14(e) of the  
19 Exchange Act [15 U.S.C. § 78n(e)] and Rule 14e-3 [17 C.F.R. § 240.14e-3] promulgated thereunder,  
20 in connection with any tender offer or request or invitation for tenders, from engaging in any  
21 fraudulent, deceptive, or manipulative act or practice, by:

- 22 (a) purchasing or selling or causing to be purchased or sold the securities sought or to be  
23 sought in such tender offer, securities convertible into or exchangeable for any such  
24 securities or any option or right to obtain or dispose of any of the foregoing securities  
25 while in possession of material information relating to such tender offer that  
26 Defendant knows or has reason to know is nonpublic and knows or has reason to know  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee or other person acting on behalf of the offering person of such issuer, unless within a reasonable time prior to any such purchase or sale such information and its source are publicly disclosed by press release or otherwise; or

(b) communicating material, nonpublic information relating to a tender offer, which Defendant knows or has reason to know is nonpublic and knows or has reason to know has been acquired directly or indirectly from the offering person; the issuer of the securities sought or to be sought by such tender offer; or any officer, director, partner, employee, advisor, or other person acting on behalf of the offering person of such issuer, to any person under circumstances in which it is reasonably foreseeable that such communication is likely to result in the purchase or sale of securities in the manner described in subparagraph (a) above, except that this paragraph shall not apply to a communication made in good faith

(i) to the officers, directors, partners or employees of the offering person, to its advisors or to other persons, involved in the planning, financing, preparation or execution of such tender offer;

(ii) to the issuer whose securities are sought or to be sought by such tender offer, to its officers, directors, partners, employees or advisors or to other persons involved in the planning, financing, preparation or execution of the activities of the issuer with respect to such tender offer; or



(iii) to any person pursuant to a requirement of any statute or rule or regulation promulgated thereunder.

**III.**

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendant Wilson is liable for disgorgement of \$117,045.87, representing profits gained as a result of the conduct alleged in the Complaint. Defendant Wilson shall satisfy this obligation by paying \$117,045.87 pursuant to the terms of the payment schedule set forth in paragraph V below to the Clerk of this Court, together with a cover letter identifying Jonathan L. Wilson as a defendant in this action, setting forth the title and civil action number of this action and the name of this Court; and specifying that payment is made pursuant to this Final Judgment. Defendant Wilson shall simultaneously transmit photocopies of such payment and letter to the Commission's counsel in this action. By making this payment, Defendant Wilson relinquishes all legal and equitable right, title, and interest in such funds, and no part of the funds shall be returned to Defendant Wilson. The Clerk shall deposit the funds into an interest bearing account with the Court Registry Investment System ("CRIS") or any other type of interest bearing account that is utilized by the Court. These funds, together with any interest and income earned thereon (collectively, the "Fund"), shall be held in the interest bearing account until further order of the Court.

**IV.**

**IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that based on Defendant Wilson's sworn representations in his Statement of Financial Condition dated December 3, 2007 and restated on April 3, 2008, and other documents and information submitted to the Commission, the Court is not ordering Defendant Wilson to pay a civil penalty. The determination not to impose a civil penalty and to waive the imposition of prejudgment interest on disgorgement is contingent upon the accuracy and completeness of Defendant Wilson's Statements of Financial

1 Condition. If at any time following the entry of this Final Judgment the Commission obtains  
2 information indicating that Defendant Wilson's representations to the Commission concerning his  
3 assets, income, liabilities, or net worth were fraudulent, misleading, inaccurate, or incomplete in any  
4 material respect as of the time such representations were made, the Commission may, at its sole  
5 discretion and without prior notice to Defendant Wilson, petition the Court for an order requiring  
6 Defendant Wilson to pay the unpaid portion of the disgorgement, plus pre-judgment and post-  
7 judgment interest thereon, and the maximum civil penalty allowable under the law. In connection  
8 with any such petition, the only issue shall be whether the financial information provided by  
9 Defendant Wilson was fraudulent, misleading, inaccurate, or incomplete in any material respect as of  
10 the time such representations were made. In its petition, the Commission may move this Court to  
11 consider all available remedies, including, but not limited to, ordering Defendant Wilson to pay funds  
12 or assets, directing the forfeiture of any assets, or sanctions for contempt of this Final Judgment. The  
13 Commission may also request additional discovery. Defendant Wilson may not, by way of defense to  
14 such petition: (1) challenge the validity of the Consent or this Final Judgment; (2) contest the  
15 allegations in the Complaint filed by the Commission; (3) assert that payment of disgorgement, pre-  
16 judgment and post-judgment interest or a civil penalty should not be ordered; (4) contest the amount  
17 of disgorgement and pre-judgment and post-judgment interest; (5) contest the imposition of the  
18 maximum civil penalty allowable under the law; or (6) assert any defense to liability or remedy,  
19 including, but not limited to, any statute of limitations defense.  
20  
21  
22

23 V.

24 Jonathan L. Wilson shall pay \$117,045.87 in disgorgement in 13 installment payments  
25 according to the following schedule:

26 (1) \$25,000 within 30 days of entry of this Final Judgment;  
27  
28

(2) \$7,670.49 on the 30<sup>th</sup> of March, June, September and December of each year until September 30, 2011, and \$7,670.48 on December 30, 2011. If Jonathan L. Wilson fails to make any payment by the date agreed and/or in the amount agreed according to the schedule set forth above, all outstanding payments under this Final Judgment, including post-judgment interest, minus any payments made, shall become due and payable immediately without any further application to the Court.

VI.

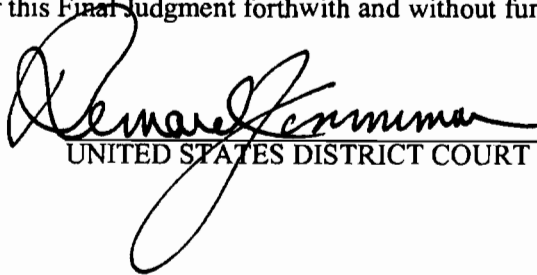
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent of Defendant Jonathan L. Wilson is incorporated herein with the same force and effect as if fully set forth herein, and the Defendant Wilson shall comply with all of the undertakings and agreements set forth therein.

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

VIII.

There being no just reason for delay, pursuant to Rule 54(b) of Federal Rules of Civil Procedure, the Clerk is ordered to enter this Final Judgment forthwith and without further notice.

  
UNITED STATES DISTRICT COURT JUDGE

Dated: 2 Feb 09