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BEFORE THE ARIZONA CORPORATION COMMISSION

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In the matter of)
NON-STOP SHOPPING.COM, INC.)
d/b/a 2C2K.COM, INC.)
4757 East Greenway Road)
Phoenix, Arizona 85032)
DONALD L. LEVINE)
2 West Waltann Lane)
Phoenix, Arizona 85023)
KENNETH MARK DEUBNER)
7911 East Princess Drive, #1249)
Scottsdale, Arizona 85255)
STEPHEN ROSENBAUM)
6801 East Evans Drive)
Scottsdale, Arizona 85254)
BOBBIE JO SWARTZ)
6801 East Evans Drive)
Scottsdale, Arizona 85254)
Respondents.)

DOCKET NO. S-03427A-02-0000

DECISION NO. 65770

ORDER TO CEASE AND DESIST, ORDER OF RESTITUTION, ORDER FOR ADMINISTRATIVE PENALTIES AND CONSENT TO SAME BY RESPONDENTS: NON-STOP SHOPPING.COM, INC. d/b/a 2C2K.COM, INC., AND KENNETH MARK DEUBNER

Arizona Corporation Commission

DOCKETED

MAR 24 2003

DOCKETED BY

NON-STOP SHOPPING.COM, INC. d/b/a 2C2K.COM, INC. ("2C2K"), by and through its President KENNETH MARK DEUBNER, and KENNETH MARK DEUBNER ("DEUBNER"), an individual (collectively the "CONSENTING RESPONDENTS") elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et seq.* ("Securities Act") with respect to this Order To Cease And Desist, Order of Restitution, Order for Administrative Penalties and Consent to Same by Respondents: Non-Stop Shopping, Inc. d/b/a 2C2K.com, Inc., and Kenneth Mark Deubner. CONSENTING RESPONDENTS admit the jurisdiction of the Arizona Corporation Commission ("Commission"); neither admit nor deny the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

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I.

FINDINGS OF FACT

Respondents

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4 1. At all times material hereto Respondent DEUBNER was a married man and an
5 Arizona resident; his last Arizona residence address was 7911 East Princess Drive #149, Scottsdale,
6 Arizona. His current address is 25 Highland Park Village, Box 100, Dallas, Texas 75205.
7 DEUBNER is an attorney who is licensed to practice law in Texas, but not licensed to practice law in
8 Arizona.

9 2. At all times material hereto, Respondent 2C2K was a Nevada corporation authorized
10 to do business in Arizona, with its registered place of business in Arizona at 4757 East Greenway
11 Road in Phoenix, Arizona.

12 3. It is alleged in the Notice of Opportunity for Hearing filed in this action that
13 Respondent STEPHEN ROSENBAUM ("ROSENBAUM") was a single man and an Arizona
14 resident; his last known residence address in Arizona was 8732 East Sharon Drive, Scottsdale,
15 Arizona.

16 4. It is alleged in the Notice of Opportunity for Hearing filed in this action that
17 Respondent BOBBIE JO SWARTZ ("SWARTZ") was a single woman and an Arizona resident;
18 her last residence address in Arizona was 8732 East Sharon Drive, Scottsdale, Arizona.

19 5. It is alleged in the Notice of Opportunity for Hearing in this matter that, at all times
20 material hereto, Respondent DONALD L. LEVINE ("LEVINE") was an Arizona resident and a
21 married man; his last known residence address was 2 West Waltann Lane, Phoenix, Arizona. It is
22 further alleged that, at all times material hereto, LEVINE operated a marketing and public relations
23 business in Phoenix, which operated from his former residence at 1301 East Missouri in Phoenix,
24 Arizona.

25 6. CONSENTING RESPONDENTS did acts within and from Arizona out of which the
26 claims herein arose.

The Securities Operation

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2 7. On or about June 30, 1999, 2C2K was incorporated as a Nevada corporation.

3 8. Pursuant to the incorporating documents, DEUBNER was the initial President and
4 Secretary of 2C2K. DEUBNER was replaced as President on or about July 2, 1999, by LEVINE.
5 From July 2, 1999 to September 19, 1999, DEUBNER served as Executive Vice President, Secretary,
6 and Treasurer of 2C2K. DEUBNER resigned all offices with 2C2K on September 19, 1999, but
7 again commenced to serve as 2C2K's sole officer and director on February 9, 2000, following the
8 resignation of LEVINE as a corporate officer.

9 9. At the time of its incorporation, 2C2K had no tangible assets.

10 10. 2C2K was authorized to do business in Arizona on or about July 9, 1999, as a d/b/a
11 designation of NON-STOP SHOPPING.COM, INC.

12 11. CONSENTING RESPONDENTS planned that 2C2K would establish an on-line
13 "shopping mall" that would provide an opportunity for Internet shoppers to purchase various
14 products.

15 12. CONSENTING RESPONDENTS had an agreement with Quantum Computer
16 Services, Inc., dba MyOwnEmail.com ("MOE"), a Louisiana corporation, pursuant to which MOE
17 had agreed to provide advertising to email subscribers for the 2C2K "mall."

18 13. CONSENTING RESPONDENTS negotiated with merchants to offer goods and
19 services through their Internet "shopping mall"; however, CONSENTING RESPONDENTS never
20 set up a website that actually offered the goods and services these merchants had agreed to provide.

21 14. Beginning on or about June 30, 1999, CONSENTING RESPONDENTS offered and
22 sold securities, namely shares of stock in 2C2K, within and from Arizona; CONSENTING
23 RESPONDENTS promoted their investment to potential investors through personal contacts with
24 potential investors.

25 15. CONSENTING RESPONDENTS participated in the preparation of a written business
26 plan for 2C2K (the "Business Plan"), copies of which were provided to some potential investors in

1 2C2K.

2 16. The Business Plan contained false and misleading statements regarding the business
3 of 2C2K and the status of its business, and omitted to state material facts regarding the business and
4 status of business of 2C2K. Among other things, the business plan:

5 a) Stated that 2C2K would "immediately construct" its website, when in fact the
6 website was not immediately constructed;

7 b) Projected that the business would be profitable by the fourth quarter of 1999,
8 when CONSENTING RESPONDENTS had no reasonable basis in fact for that projection;

9 c) Failed to provide any background information regarding the principals of the
10 company, and did not provide even the names of certain principals of the company;

11 d) Provided financial and profit projections without any factual or historical
12 bases therefor; and

13 e) Presented estimated expenses that did not accurately reflect the manner in
14 which CONSENTING RESPONDENTS intended to utilize or actually utilized investment
15 capital.

16 17. During the course of offering and selling shares of 2C2K stock, CONSENTING
17 RESPONDENTS represented that the stock would be publicly offered within six months after each
18 investor's purchase and that, if the stock were not publicly offered by the end of such six month
19 period, the investor could request the return of the investment. The impression given to potential
20 investors was that the company would return the investment capital to the investor.

21 18. Shares of 2C2K stock were offered and sold to at least nine investors, and a total of at
22 least \$162,500.00 was received from investors as a result of such sales. Although the sales were
23 purportedly made pursuant to a private placement exemption from registration, CONSENTING
24 RESPONDENTS failed to comply with the requirements for such an exemption from registration.
25 CONSENTING RESPONDENTS' failures to comply included failure to ensure that the investors all
26 were accredited or sophisticated investors, and/or failure to provide investors with sufficient truthful

1 information to enable them adequately to evaluate the risks of the investment.

2 19. Funds received from at least six investors were wire transferred by the investors
3 directly to DEUBNER's Texas attorney's Trust Account; the remaining investment funds were
4 deposited into LEVINE's personal bank account or into an account established for the benefit of
5 2C2K.

6 20. When funds were received from investors into DEUBNER's Texas attorney's Trust
7 Account, DEUBNER immediately disbursed all such funds by writing checks to himself and to other
8 RESPONDENTS. All investor funds deposited into DEUBNER's Texas attorney's Trust Account
9 were distributed directly to the individual RESPONDENTS herein.

10 21. Subsequent to the offers and sales referred to herein, 2C2K entered into an agreement
11 with eFling.com, Inc., a Nevada corporation, pursuant to which eFling.com, Inc. acquired 2C2K.
12 2C2K thereupon ceased to exist as an independent entity.

13 22. The securities referred to above were not registered pursuant to the provisions of
14 Articles 6 or 7 of the Securities Act.

15 23. CONSENTING RESPONDENTS offered or sold securities within or from Arizona,
16 while not registered as dealers or salesmen pursuant to the provisions of Article 9 of the Securities
17 Act.

18 24. In connection with the offer or sale of securities within or from Arizona,
19 CONSENTING RESPONDENTS directly or indirectly: (i) employed a device, scheme, or artifice to
20 defraud; (ii) made untrue statements of material fact or omitted to state material facts which were
21 necessary in order to make the statements made not misleading in light of the circumstances under
22 which they were made; and (iii) engaged in transactions, practices, or courses of business which
23 operated or would operate as a fraud or deceit upon offerees and investors. CONSENTING
24 RESPONDENTS' conduct includes, but is not limited to, the following:

25 a) CONSENTING RESPONDENTS represented that 2C2K's stock would be
26 publicly traded within six (6) months after investors purchased their shares, when in fact

1 CONSENTING RESPONDENTS had no basis in fact for making such a representation.

2 b) CONSENTING RESPONDENTS represented to potential investors and
3 investors that, if 2C2K's stock was not publicly offered within six months after an
4 investor's purchase, the investor could request the return of the full amount invested. This
5 representation gave rise to an inference that an investor's funds would be returned pursuant
6 to such a request, when in fact no investor's funds were returned pursuant to such a
7 request.

8 c) CONSENTING RESPONDENTS failed to ensure that all potential
9 investors were accredited or otherwise sophisticated investors before accepting their
10 investments.

11 d) CONSENTING RESPONDENTS failed to provide potential investors with
12 information adequate to enable them to evaluate the risks of the investment.

13 e) CONSENTING RESPONDENTS failed to provide potential investors with
14 accurate written information regarding the financial condition of 2C2K.

15 f) CONSENTING RESPONDENTS failed to disclose to potential investors
16 the purposes for which the funds invested would be utilized, and specifically failed to
17 disclose that those funds would be distributed directly to the principals and promoters of
18 2C2K.

19 25. CONSENTING RESPONDENTS made, participated in, or induced the offers and/or
20 sales and other conduct referred to herein.

21 **II.**

22 **CONCLUSIONS OF LAW**

23 1. The Commission has jurisdiction over this matter pursuant to Article XV of the
24 Arizona Constitution and the Securities Act.

25 2. CONSENTING RESPONDENTS offered or sold securities within or from Arizona,
26 within the meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

1 order payable to the "State of Arizona" to be placed in an interest-bearing account maintained and
2 controlled by the Arizona Attorney General. The Arizona Attorney General shall disburse the
3 funds on a pro rata basis to investors.

4 If CONSENTING RESPONDENTS do not comply with this order of restitution, any
5 outstanding balance shall be in default and shall be immediately due and payable.

6 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that DEUBNER shall pay an
7 administrative penalty in the amount of \$15,000, payable to the "State of Arizona." Payment shall
8 be made by cashier's checks or money orders payable to the "State of Arizona" in installments,
9 with the first installment of \$5,000 due and payable on the date of this Order; and further
10 installments in amounts and on dates to be agreed upon by DEUBNER with the Arizona
11 Corporation Commission, Securities Division, or the Arizona Attorney General. Any amount
12 outstanding shall accrue interest at the rate of 10% per annum from the date of this Order until paid
13 in full. The payment obligations for these administrative penalties shall be subordinate to any
14 restitution obligations ordered herein and shall become immediately due and payable only after
15 restitution payments have been paid in full, or if DEUBNER has defaulted prior to fulfilling
16 DEUBNER's restitution obligations. For the purposes of this Order, a bankruptcy filing by
17 DEUBNER shall be an act of default on DEUBNER's restitution obligations.

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CONSENT TO ENTRY OF ORDER

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2 1. NON-STOP SHOPPING.COM, INC. d/b/a 2C2K.COM, INC. ("2C2K"), by and
3 through KENNETH MARK DEUBNER ("DEUBNER"), who was its President as of February 9,
4 2000, and who is therefore authorized to enter into this Consent on behalf of 2C2K, admits the
5 jurisdiction of the Commission over the subject matter of this proceeding. 2C2K acknowledges
6 that it has been fully advised of its right to a hearing to present evidence and call witnesses and
7 2C2K knowingly and voluntarily waives any and all rights to a hearing before the Commission and
8 all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the
9 Arizona Administrative Code. 2C2K acknowledges that this Order To Cease And Desist, Order of
10 Restitution, Order for Administrative Penalties and Consent to Same by Respondents: Non-Stop
11 Shopping, Inc. d/b/a 2C2K.com, Inc., and Kenneth Mark Deubner ("Order") constitutes a valid
12 final order of the Commission.

13 2. 2C2K knowingly and voluntarily waives any right under Article 12 of the Securities
14 Act to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from the
15 entry of this Order.

16 3. 2C2K acknowledges and agrees that this Order is entered into freely and voluntarily
17 and that no promise was made or coercion used to induce such entry.

18 4. 2C2K acknowledges that it has not been represented by counsel in this matter, it has
19 reviewed this Order and understands all terms it contains.

20 5. 2C2K neither admits nor denies the Findings of Fact and Conclusions of Law
21 contained in this Order.

22 6. By consenting to the entry of this Order, 2C2K agrees not to take any action or to
23 make, or permit to be made, any public statement denying, directly or indirectly, any Finding of
24 Fact or Conclusion of Law in this Order or creating the impression that this Order is without
25 factual basis. 2C2K will undertake steps necessary to assure that all of its agents and employees, if
26 any, understand and comply with this agreement.

1 7. While this Order settles this administrative matter between 2C2K and the
2 Commission, 2C2K understands that this Order does not preclude the Commission from instituting
3 other administrative proceedings based on violations that are not addressed by this Order.

4 8. 2C2K understands that this Order does not preclude the Commission from referring
5 this matter to any governmental agency for administrative, civil, or criminal proceedings that may
6 be related to the matters addressed by this Order.

7 9. 2C2K understands that this Order does not preclude any other agency or officer of
8 the state of Arizona or its subdivisions from instituting administrative, civil or criminal
9 proceedings that may be related to matters addressed by this Order.

10 10. 2C2K agrees that it will not apply to the state of Arizona for registration as a
11 securities dealer or salesman or for licensure as an investment adviser or investment adviser
12 representative until such time as all restitution and penalties under this Order are paid in full.

13 11. 2C2K agrees that it will not exercise any control over any entity that offers or sells
14 securities or provides investment advisory services, within or from Arizona.

15 12. 2C2K agrees that until restitution and penalties are paid in full, 2C2K will notify
16 the Director of the Securities Division within 30 days of any change in address or any change in
17 2C2K's ability to pay amounts due under this Order.

18 13. 2C2K understands that default shall render it liable to the Commission for costs of
19 collection and interest at the maximum legal rate.

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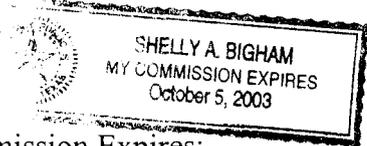
1 14. 2C2K consents to the entry of this Order and agrees to be fully bound by its terms
2 and conditions. If 2C2K breaches any provision of this Order, the Commission may vacate this
3 Order and restore this case to its active docket.

4 NON-STOP SHOPPING.COM, INC. d/b/a
5 2C2K.COM, INC.

6 By [Signature]
7 KENNETH MARK DEUBNER
8 Its President

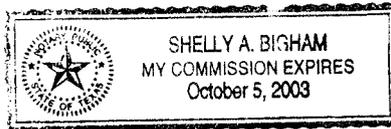
9 STATE OF Texas)
10 County of Dallas) ss.

11 SUBSCRIBED AND SWORN TO BEFORE me this 3rd day of March, 2002,
12 by KENNETH MARK DEUBNER, authorized to act and acting for and on behalf of NON-STOP
13 SHOPPING.COM, INC. d/b/a 2C2K.COM, INC.



14 [Signature]
15 NOTARY PUBLIC

16 My Commission Expires:



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CONSENT TO ENTRY OF ORDER

1
2 1. KENNETH MARK DEUBNER ("DEUBNER"), an individual, admits the
3 jurisdiction of the Commission over the subject matter of this proceeding. DEUBNER
4 acknowledges that he has been fully advised of his right to a hearing to present evidence and call
5 witnesses and DEUBNER knowingly and voluntarily waives any and all rights to a hearing before
6 the Commission and all other rights otherwise available under Article 11 of the Securities Act and
7 Title 14 of the Arizona Administrative Code. DEUBNER acknowledges that this Order To Cease
8 And Desist, Order of Restitution, Order for Administrative Penalties and Consent to Same by
9 Respondents: Non-Stop Shopping, Inc. d/b/a 2C2K.com, Inc. and Kenneth Mark Deubner
10 ("Order") constitutes a valid final order of the Commission.

11 2. DEUBNER knowingly and voluntarily waives any right under Article 12 of the
12 Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief
13 resulting from the entry of this Order.

14 3. DEUBNER acknowledges and agrees that this Order is entered into freely and
15 voluntarily and that no promise was made or coercion used to induce such entry.

16 4. DEUBNER acknowledges that he has not been represented by counsel in this
17 matter, he has reviewed this Order and understands all terms it contains.

18 5. DEUBNER neither admits nor denies the Findings of Fact and Conclusions of Law
19 contained in this Order.

20 6. By consenting to the entry of this Order, DEUBNER agrees not to take any action
21 or to make, or permit to be made, any public statement denying, directly or indirectly, any Finding
22 of Fact or Conclusion of Law in this Order or creating the impression that this Order is without
23 factual basis. DEUBNER will undertake steps necessary to assure that all of his agents and
24 employees, if any, understand and comply with this agreement.

25 7. While this Order settles this administrative matter between DEUBNER and the
26 Commission, DEUBNER understands that this Order does not preclude the Commission from

1 instituting other administrative proceedings based on violations that are not addressed by this
2 Order.

3 8. DEUBNER understands that this Order does not preclude the Commission from
4 referring this matter to any governmental agency for administrative, civil, or criminal proceedings
5 that may be related to the matters addressed by this Order.

6 9. DEUBNER understands that this Order does not preclude any other agency or
7 officer of the state of Arizona or its subdivisions from instituting administrative, civil or criminal
8 proceedings that may be related to matters addressed by this Order.

9 10. DEUBNER agrees that he will not apply to the state of Arizona for registration as a
10 securities dealer or salesman or for licensure as an investment adviser or investment adviser
11 representative until such time as all restitution and penalties under this Order are paid in full.

12 11. DEUBNER agrees that he will not exercise any control over any entity that offers
13 or sells securities or provides investment advisory services, within or from Arizona.

14 12. DEUBNER agrees that until restitution and penalties are paid in full, DEUBNER
15 will notify the Director of the Securities Division within 30 days of any change in home address or
16 any change in DEUBNER's ability to pay amounts due under this Order.

17 13. DEUBNER understands that default shall render him liable to the Commission for
18 its costs of collection and interest at the maximum legal rate.

19 14. DEUBNER agrees that he will continue to cooperate with the Securities Division
20 including, but not limited to, providing complete and accurate testimony at any hearing in this
21 matter and cooperating with the state of Arizona in any related investigation or any other matters
22 arising from the activities described in this Order.

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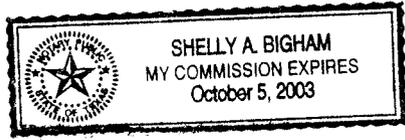
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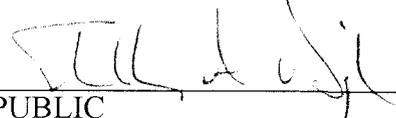
15. DEUBNER consents to the entry of this Order and agrees to be fully bound by its terms and conditions. If DEUBNER breaches any provision of this Order, the Commission may vacate this Order and restore this case to its active docket.


KENNETH MARK DEUBNER

STATE OF Texas)
County of Dallas) ss.

SUBSCRIBED AND SWORN TO BEFORE me this 3rd day of March, 2002.




NOTARY PUBLIC

My Commission Expires:
