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WILLIAM A. MUNDELL  
CHAIRMAN

JIM IRVIN  
COMMISSIONER

MARC SPITZER  
COMMISSIONER



ORIGINAL

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EXECUTIVE SECRETARY

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ARIZONA CORPORATION COMMISSION  
Arizona Corporation Commission  
**DOCKETED**

**MEMORANDUM**      **MAY 09 2001**

**TO:** Chairman William A. Mundell  
Commissioner Jim Irvin  
Commissioner Marc Spitzer

**FROM:** Mark Sendrow *MS*  
Director of Securities

**DATE:** May 8, 2001

**RE:** Mobile Cash Systems, L.L.C., et al., Docket No. S-03396A-01-0000

**CC:** Brian C. McNeil, Executive Secretary

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AT CORP COMMISSION  
DOCUMENT CONTROL

2001 MAY -9 A 11: 48

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Attached is a proposed Order to Cease and Desist, Order of Restitution, Order for Administrative Penalties and Consent to Same ("Order"), fully executed by Respondents Mobile Cash Systems, L.L.C., World Wireless Solutions, Inc., World Electronic Payment Solutions, Inc., World Cash Providers, L.L.C., World Cash Providers, Inc., and Kimber Lea Baudour ("Respondents"). Respondents, who are all currently located or residing in Nevada and California, have consented to entry of the proposed Order. It contains findings of Securities Act violations including the sale of unregistered and non-exempt securities by unregistered dealers and salesmen, and fraud in the offer and sale of securities.

Respondents were involved at various times from January 1999 through October 2000, in the offer and sale of investment contracts in the form of "business opportunities," within and from Arizona. The investments involved the sale of equipment together with service agreements, whereby some of the Respondents would manage the equipment to produce a profit to be shared with the investors.

On January 29, 2001, the Securities Division ("Division") filed a Notice of Opportunity for Hearing Regarding Proposed Order to Cease and Desist, for Restitution, for Administrative Penalties and for Other Affirmative Action, alleging that Respondents engaged in the sale of unregistered securities by unregistered dealers and salesmen, and securities fraud within or from Arizona, in violation of A.R.S. §§ 44-1841, 44-1842 and 44-1991.

Memorandum to Commissioners

May 8, 2001

Page Two

Respondents have consented to an Order of restitution totaling over \$12,000,000, plus interest from the date of the investments, and administrative penalties in the amount of \$50,000. All Respondents have agreed that they will not offer or sell, directly or indirectly, securities or provide investment advisory services, within or from Arizona, and that they will not apply for registration as securities salesmen or dealers, or licensure as investment advisers or investment adviser representatives in Arizona.

MS: ptj

W/ attachments

Originator: Pamela T. Johnson

Assistant Attorney General Assigned: Jennifer Boucek

BEFORE THE ARIZONA CORPORATION COMMISSION

1 WILLIAM A. MUNDELL  
2 Chairman  
3 JIM IRVIN  
4 Commissioner  
5 MARC SPITZER  
6 Commissioner

7 In the matter of:

8 MOBILE CASH SYSTEMS, LLC  
9 8215 S. Eastern Ave., Suite 239  
10 Las Vegas, NV 89123

11 WORLD WIRELESS SOLUTIONS, INC.  
12 a/k/a WIRELESS EXPRESS USA, INC.  
13 544 West Iron Dr. Ste. 102  
14 Mesa, AZ 85210

15 WORLD ELECTRONIC PAYMENT  
16 SOLUTIONS, INC. d/b/a WEPS  
17 544 West Iron Dr. Ste. 102  
18 Mesa, AZ 85210

19 WORLD CASH PROVIDERS, LLC  
20 1851 Hillpointe Road, Suite 811  
21 Henderson, NV 89014

22 WORLD CASH PROVIDERS, INC.  
23 3649 West Beechwood Suite 103  
24 Fresno, CA 93711

25 MARK ALAN MELKOWSKI, SR.  
26 2173 East La Vieve Lane  
Tempe, AZ 85254

EAGLE COMMUNICATIONS, INC.  
4430 N. Civic Center Plaza #204  
Scottsdale, AZ 85251

EAGLE ONE FINANCIAL & TAX, LLC  
4430 N. Civic Center Plaza #204  
Scottsdale, AZ 85251

GERALD B. ("JERRY") JOHNSON  
2010 West Summit Place  
Chandler, AZ 85224-1170

KIMBER LEA BAUDOUR  
873 North Crossbow Court  
Chandler, AZ 85225

Respondents.

) Docket No. S-03396A-01-0000

)  
) **ORDER TO CEASE AND DESIST,**  
) **ORDER OF RESTITUTION, ORDER**  
) **FOR ADMINISTRATIVE PENALTIES**  
) **AND CONSENT TO SAME**

) **BY: RESPONDENTS**

) **MOBILE CASH SYSTEMS, LLC,**

) **WORLD WIRELESS SOLUTIONS, INC.**  
) **aka WIRELESS EXPRESS USA, INC.,**

) **WORLD ELECTRONIC PAYMENT**  
) **SOLUTIONS, INC. d/b/a/ WEPS,**

) **KIMBER LEA BAUDOUR**

) **WORLD CASH PROVIDERS, LLC, and**

) **WORLD CASH PROVIDERS, INC.**

1 Respondents Mobile Cash Systems, L.L.C. ("MCS"), World Wireless Solutions, Inc. a/k/a  
2 Wireless Express USA, Inc. ("Wireless"), World Electronic Payment Solutions, Inc. d/b/a/ WEPS  
3 ("WEPS"), Kimber Lea Baudour ("Baudour"), World Cash Providers, L.L.C. ("WCP LLC") and  
4 World Cash Providers, Inc. ("WCP, Inc.") elect to permanently waive any right to a hearing and  
5 appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et seq.*  
6 ("Securities Act") with respect to this Order To Cease And Desist, Order of Restitution, and Order  
7 for Administrative Penalties ("Order"). The aforesaid respondents admit the jurisdiction of the  
8 Arizona Corporation Commission ("Commission"); admit only for purposes of this proceeding and  
9 any other administrative proceedings before the Commission or any other agency of the State of  
10 Arizona, and any civil proceedings, the Findings of Fact and Conclusions of Law contained in this  
11 Order; and consent to the entry of this Order by the Commission.

12 I.

13 FINDINGS OF FACT

14 A. Respondents.

15 1. MCS is a Nevada limited liability company organized on December 14, 1999. Its  
16 principal place of business is 8215 South Eastern Avenue, Suite 239, Las Vegas, Nevada, 89123.  
17 At all pertinent times, MCS was in the business of selling wireless terminals machines  
18 ("WTMs") and marketing a "business opportunity program" involving electronic transaction  
19 processing of WTMs.

20 2. Wireless is an Arizona corporation, incorporated on March 28, 2000. Its principal  
21 place of business is 544 W. Iron Drive, Suite 102, Mesa, Arizona, 85210. At all pertinent times,  
22 the business purpose of Wireless was to place and service wireless terminal machines.

23 3. WEPS is a Nevada corporation, incorporated on August 9, 1999. Its principal  
24 place of business is 544 W. Iron Drive, Suite 102, Mesa, Arizona, 85210. At all pertinent times,  
25 the business purpose of WEPS was to provide transaction handling and monitoring services for  
26 WTMs.

1           4.       Baudour is an individual who, during all times pertinent, was a resident of  
2 Arizona and Nevada. Baudour's Arizona address is, or was, 873 North Crossbow Court,  
3 Chandler, Arizona, 85225; her current address is 9930 Spencer Street, #29, Las Vegas, Nevada  
4 89123. Baudour was formerly Director of Operations for WCP, Inc. Baudour became Vice  
5 President of Operations for Wireless from its initial incorporation on March 28, 2000. Baudour  
6 became President of Wireless and WEPS in or around June 2000.

7           5.       WCP, LLC is a Nevada limited liability company organized on December 8, 1997.  
8 Its principal place of business is 6330 S. Sandhill Road, Suite 6, Las Vegas, Nevada, 89120. At  
9 all pertinent times, WCP, LLC was in the business of selling cash ticket machines ("CTMs") and  
10 marketing a "business opportunity program" involving electronic transaction processing of  
11 CTMs.

12           6.       WCP, Inc. is a California corporation, incorporated on October 30, 1997. Its  
13 principal place of business is 3649 W. Beechwood Ave., Suite 103, Fresno, California, 93711.  
14 At all pertinent times, WCP, Inc. was in the business of providing maintenance, installation,  
15 transaction handling and monitoring for CTMs.

16                   **B.       Description of the Business Opportunity Investment Programs:**  
17                   **WORLD CASH CTMs and MOBILE CASH WTMs.**

18           7.       From in or around January 1999 until around February 2000, WCP, Inc. and  
19 WCP, LLC (hereafter collectively, "World Cash Respondents"), operating out of California and  
20 Nevada, collaborated to put together a package of equipment sales and services. The package  
21 was presented to investors as "business opportunities," involving the sale of WCP, LLC CTMs  
22 together with WCP, Inc. service contracts, whereby the service companies would manage the  
23 equipment for the purpose of generating a profit for investors. WCP, LLC sales agents offered  
24 and sold these "business opportunities" within and from Arizona.

1           8.       On February 8, 2000, the California Department of Corporations (“DOC”) found  
2 that the business opportunities sold by World Cash Respondents were securities and ordered  
3 WCP, LLC and WCP, Inc. to stop selling these business opportunities in California.

4           9.       After World Cash Respondents stopped selling CTM business opportunities, some  
5 of the owners, managers and marketers of World Cash Respondents initiated a new business  
6 opportunities program substantially similar to the World Cash Respondents’ program, involving  
7 the sale of WTMs together with service contracts. Under the new program, from in or around  
8 February 2000 until in or around October 2000, MCS sales agents offered and sold WTMs  
9 together with service contracts, whereby the service companies would manage the equipment for  
10 the purpose of generating a profit for investors. WTM purchasers contracted with Wireless to  
11 obtain services from Wireless and WEPS. (Hereafter, MCS, Wireless, and WEPS are referred to  
12 collectively as the “Mobile Cash Respondents”.) The Mobile Cash Respondents and Baudour  
13 operated from bases of operations in Nevada and Arizona.

14           10.       The offering documents for World Cash Respondents’ CTM Program and Mobile  
15 Cash Respondents’ WTM Program describe the equipment as serving a similar function of allowing  
16 customers of retail food outlets to use credit or debit cards to electronically process merchant  
17 transactions. WTMs are small hand-held mobile units, while CTMs are small stationary cash ticket  
18 machines. CTMs are located at a merchant’s place of business. WTMs can accompany delivery of  
19 food, and be used to record a purchase and generate receipts for the purchaser and the merchant.  
20 The services offered by WCP, Inc. for the CTM Program and by Wireless and WEPS for the WTM  
21 Program include locating and installing the equipment with retail merchants, handling or processing  
22 the transactions, monitoring and maintaining the equipment, and issuing monthly “revenue”  
23 distribution checks to the investors or “business owners.”

24           11.       The investor agreements for the CTM and WTM business opportunity programs  
25 are almost identical, and include a Sales Agreement and a Services (sic) Agreement, offered as a  
26 package to all investors. Although the Sales Agreements present options for selecting services

1 from several companies, WCP, Inc. was the recommended service company for the CTMs, and  
2 Wireless and WEPS were the recommended services companies for the WTMs. Services  
3 Agreements for only WCP, Inc. were included in the information packet provided to prospective  
4 CTM investors. Services Agreements for only Wireless were included in the information packet  
5 provided to prospective WTM investors. WEPS was the designated service company for processing  
6 for all Wireless clients.

7 12. Although the offering documents for the CTM and WTM investment programs  
8 describe options for different levels of managing the equipment, in practice, all investors selected  
9 the full-service option, which offered a revenue-sharing feature and a buy-back provision. Under  
10 the full-service option, investors have no responsibilities with respect to the operation of their  
11 equipment beyond signing the service contracts, no financial obligations apart from the initial  
12 payment to purchase the units, no continuing financial obligation in the operation of their  
13 equipment, and no liability for any expenses or costs related to the operation of the equipment.  
14 Some of the services offered to investors, including processing and "transaction handling,"  
15 require special expertise. The transaction handling was to be performed by WCP, Inc. for the  
16 CTMs and Wireless for the WTMs. The processing of transactions was to be performed by WEPS  
17 for the WTMs. Both functions were key to generating a profit for investors.

18 13. All Arizona CTM investors selected WCP, Inc. to handle all services needed to  
19 manage their CTMs, and all WTM investors selected Wireless and WEPS to handle all services  
20 necessary to manage their WTMs.

21 14. From in or around January 1999 until February 2000, when the California DOC  
22 issued its Desist and Refrain Orders against World Cash Respondents and some of its principals,  
23 World Cash Respondents offered and sold the CTM business opportunities within and from  
24 Arizona to approximately 100 investors who invested approximately \$4,376,300. The minimum  
25 investment, which was \$7,000 for two CTMs at \$3,500 each, increased in or around October  
26 1999 to \$9,000 for two CTMs at \$4,500 each, for a five-year term.

1           15.     In late 1999, when the California DOC was investigating World Cash Respondents,  
2 Mark Alan Melkowski ("Melkowski") and Gerald B. Johnson ("Johnson") were involved in one or  
3 more meetings with principals or owners and marketers of World Cash Respondents, in Fresno,  
4 California, to plan the service operations that would be promoted to investors for management of the  
5 WTMs. Melkowski was named as President and Director of WEPS in incorporating documents  
6 filed in Nevada in August 1999. Johnson was named as President and Director of Wireless in  
7 incorporating documents filed in Arizona in early 2000. The operating headquarters for both  
8 Wireless and WEPS is, and was at all pertinent times, the same address in Mesa, Arizona.

9           16.     In or around January 2000, Baudour, who was at the time Director of Operations for  
10 WCP, Inc., was appointed Vice President of Wireless, to work with Johnson to set up operations to  
11 service the WTMs. In June 2000, when Johnson was terminated, Baudour was designated as  
12 President of both Wireless and WEPS, although Melkowski is reflected as WEPS' President on  
13 WEPS' corporate filing until October 19, 2000.

14           17.     From in or around January 2000, Mobile Cash Respondents offered and sold  
15 WTM business opportunities within and from Arizona. By mid-October 2000, approximately  
16 104 investors throughout several states had purchased 1645 units together with Services  
17 Agreements, totaling approximately \$8,225,000 in investment funds. The minimum investment  
18 was \$10,000 for two WTMs at \$5,000 each, for a five-year term.

19           18.     CTMs and WTMs were sold to retired and unsophisticated investors who had no  
20 experience in or knowledge of cash ticket machine or wireless terminal machine businesses. None  
21 of the investors ever intended to take possession of, or to manage, the equipment. Most investors do  
22 not even know where their equipment is located. Through written and oral statements, Mobile Cash  
23 Respondents and World Cash Respondents and their sales agents led investors to believe that these  
24 were passive investments.

25           19.     According to written materials and oral statements made by sales agents, investors  
26 in the CTM and WTM programs are supposed to receive a) minimum monthly revenue

1 equivalent to 13% per annum of their original investment, generated from the operation of their  
2 equipment; b) a share of the monthly net profit on each machine in excess of the base monthly  
3 payment; c) a full return of their investment at the end of the five-year term because they have a  
4 right to sell the equipment back to the service company for the original amount of the investment,  
5 or to renew the investment; and d) if the monthly revenue from the operation of the machines  
6 falls below the base payment, the right to request that the service companies repurchase the  
7 equipment for the original sales price, or relocate the equipment to another location with the  
8 potential for a higher profit from sharing in increased revenue.

9         20. Under the CTM Equipment Sales Agreement, WCP, LLC represented to investors  
10 that the "Closing" of the transactions contemplated by the Equipment Sales Agreement, which  
11 included delivery of the CTMs and "Leased Site" assignments to the Purchaser or the Purchaser's  
12 Agent, would occur within 30 (later changed to 60) days of the receipt of the completed contracts  
13 and collected funds. The Purchaser was entitled to terminate the agreement if the Closing of the  
14 transactions contemplated by the Equipment Sales Agreement did not occur within the applicable  
15 time period set forth in the Agreement. If for any reason such Closing did not occur, then the  
16 Purchaser's payment was to be promptly returned to the Purchaser. Many investors were never  
17 notified of the location of their machines or whether their machines were even delivered to a  
18 merchant site. Many investors received monthly "revenue" distribution payments even though their  
19 equipment was never delivered or placed in service, and generated no revenue. Those investors  
20 were not informed that their equipment was not delivered or placed in service within the time period  
21 for terminating their contracts, and their funds were not returned to them.

22         21. Under the CTM Services Agreement, WCP, Inc., who was agent for the investor,  
23 represented to investors that their monthly distribution payments would be based upon the  
24 equipment revenues collected by the service company. Under the full-service agreement, investors  
25 were to share in any revenues that exceeded their base monthly distributions. There was no  
26 provision for any routine or periodic accounting as to the actual revenue generated from the

1 operation of their CTMs. WCP, Inc. paid all CTM investors monthly "revenue" distribution  
2 checks until around March 2000. By June 2000, all payments stopped.

3 22. Similar to the CTM Equipment Sales Agreement, under the WTM Equipment  
4 Sales Agreement, MCS represented to investors that the Purchaser was entitled to terminate the  
5 agreement if the Closing of the transactions contemplated by the Equipment Sales Agreement did  
6 not occur within the applicable time period set forth in the Agreement, which was 90 days. The  
7 transactions contemplated by the Equipment Sales Agreement included delivery of the WTMs.  
8 However, the Agreement provided that "Closing" would be deemed to have occurred within 90 days  
9 of the date of sale and clearing of the collected funds. WTM investors were not informed that their  
10 equipment was not delivered or placed in service within the time period for terminating their  
11 contracts.

12 23. Similar to the CTM Services Agreement, under the WTM Services Agreement,  
13 Wireless, who was agent for the investor, represented to investors that their monthly distribution  
14 payments would be based upon the equipment revenues collected by the service company. Under  
15 the full-service agreement, investors were to share in any revenues that exceeded their base  
16 monthly distributions. There was no provision for any routine or periodic accounting as to the  
17 actual revenue generated from the operation of their WTMs. Wireless paid all WTM investors  
18 monthly "revenue" distribution checks until around March 2001, although no revenue was  
19 generated. As of February 2001, no WTM equipment had been placed in service for investors. The  
20 distribution payments were made from funds wire-transferred to Wireless from MCS, the company  
21 that sold the equipment to investors and received the investors' funds. From April through  
22 December 2000, according to Wireless' accounting records, WTM investors were paid a total of  
23 approximately \$458,471.00 in distributions. At that time, investors were not informed that their  
24 monthly distributions were not generated from the operation of their machines, or that their  
25 machines were not in operation.

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**B. Sales and Marketing Network for the "Business Opportunities."**

24. World Cash Respondents recruited and trained a network of Sales Representatives, referred to as "agents." World Cash Respondents provided the salesmen with all necessary paperwork, trained the agents for selling the business opportunities, and paid them commissions based upon the amount of money invested through their sales and marketing efforts. After these Respondents stopped selling World Cash Respondents' CTM business opportunity program, some of the same agents started selling Mobile Cash Respondents' WTM business opportunity program.

25. World Cash Respondents and Mobile Cash Respondents provided sales conferences and training sessions for agents, on how to sell the business opportunities programs. Training sessions for WCP, LLC sales agents were held until around June 1999 at the home offices of World Cash Respondents in Fresno, California. In or around March 2000, a training session was held in Las Vegas, Nevada to instruct MCS sales agents how to present the MCS/Wireless/WEPS WTM business opportunities program.

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

a) Misrepresenting the safety of these investments and failing to disclose risks, including the potential loss of investment funds.

b) World Cash Respondents misrepresented to CTM investors that their equipment would be delivered within 30 or 60 days of their completed contract.

...  
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1           c) World Cash Respondents failed to disclose that many of the CTMs that were  
2 purchased were never delivered or placed in service

3           d) World Cash Respondents represented that CTM investors were to receive  
4 monthly distributions from the revenue generated from the operation of their CTMs. In fact,  
5 however, monthly distributions were being paid to many investors for CTMs that were never  
6 placed in service for them.

7           e) Mobile Cash Respondents and Baudour represented that WTM investors were to  
8 receive monthly distributions from the revenue generated from the operation of their WTMs.  
9 In fact, however, from April through January 2000, Wireless distributed monthly payments  
10 to investors although no equipment was placed in service for any investors.

11           f) Mobile Cash Respondents and Baudour failed to disclose to WTM investors that  
12 no WTMs had been placed in service. Mobile Cash Respondents continued to conceal this  
13 fact by paying investors their monthly "revenue" distributions with funds borrowed from  
14 Mobile Cash Respondents.

15           g) Mobile Cash Respondents and Baudour failed to disclose to new WTM investors  
16 that monthly distributions from Wireless to investors were paid out of funds provided by  
17 MCS.

18           h) Mobile Cash Respondents and Baudour failed to disclose that Wireless and  
19 WEPS, the service and processing companies that were supposed to manage the WTMs to  
20 generate revenue for the distributions to investors, were incurring debt to MCS, which  
21 totaled over \$500,000 by October 2000, and the companies had not even begun service  
22 operations.

23           i) WCP, LLC failed to disclose that the sales commissions that they were paying, or  
24 receiving, from the CTM investments was 16-19% of the investors' funds.

25           j) Mobile Cash Respondents failed to disclose that the sales commissions that they  
26 were paying, or receiving, from the WTM investments was 20% of the investors' funds.

1 k) World Cash Respondents and Mobile Cash Respondents and Baudour failed to  
2 disclose any financial or background information about the issuers or their principals.

3 l) Mobile Cash Respondents represented to their sales agents and investors that  
4 Mobile Cash Respondents' WTM business opportunities were not securities and Mobile  
5 Cash Respondents and Baudour failed to disclose:

6 (1) That on February 8, 2000, the California DOC issued orders finding that the  
7 business opportunities or investment contracts involving CTMs were  
8 securities and ordering World Cash Respondents, its presidents, and two  
9 Directors of WEPS, Paul Michael ("Mike") Goodman and John P. Steele, to  
10 desist and refrain from the unlawful sale of these securities in California.

11 (2) That on February 10, 2000, the California DOC filed a lawsuit in  
12 Sacramento County Superior Court against several entities and individuals  
13 including three directors of WEPS, Claude D. Smith, Billy Ray Smith and  
14 Brian T. Griggs, alleging the illegal and fraudulent offer and sale of an  
15 estimated \$20 million of securities in the form of short-term promissory  
16 notes to hundreds of investors, many of them elderly. The funds were  
17 alleged to be used for investments in commercial automated teller  
18 machines, cash ticket machines, and discount telephone service systems in  
19 economy motel rooms.

20 **II.**

21 **CONCLUSIONS OF LAW**

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

24 2. WCP, LLC, WCP, Inc., MCS, Wireless, and WEPS offered or sold securities within  
25 or from Arizona, within the meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).



1 Commission in the amount of \$7,766,529, plus interest at the rate of 10% per annum from the date  
2 of each investment, until paid in full. This amount represents the total principal investment of  
3 \$8,225,000, reduced by \$458,471.00 paid in distributions to date. If additional WTM investors are  
4 later discovered, Mobile Cash Respondents and Baudour shall pay claims of those investors under  
5 the terms of this Order. Payment shall be made by cashier's check or money order payable to the  
6 "State of Arizona" to be placed in an interest-bearing account maintained and controlled by the  
7 Arizona Attorney General. The Arizona Attorney General shall disburse the funds on a pro rata  
8 basis to investors. Any funds that the Attorney General is unable to disburse shall revert to the  
9 state of Arizona.

10 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that World Cash Respondents  
11 shall, jointly and severally with any other Respondents who are subject to Orders of the  
12 Commission, pay restitution to CTM investors shown on the records of the Commission in the  
13 amount of \$4,376,300, plus interest at the rate of 10% per annum from the date of each investment  
14 until paid in full. If additional CTM investors are later discovered, World Cash Respondents shall  
15 pay claims of those investors under the terms of this Order. Payment shall be made by cashier's  
16 check or money order payable to the "State of Arizona" to be placed in an interest-bearing account  
17 maintained and controlled by the Arizona Attorney General. The Arizona Attorney General shall  
18 disburse the funds on a pro rata basis to investors. Any funds that the Attorney General is unable  
19 to disburse shall revert to the state of Arizona.

20 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that Respondents, jointly and  
21 severally, shall pay administrative penalties in the amount of \$50,000. Payment shall be made in

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1 full by cashier's check or money order on the date of this Order, payable to the "State of Arizona."  
2 Any amount outstanding shall accrue interest at the rate of 10% per annum from the date of this  
3 Order until paid in full.

4 IT IS FURTHER ORDERED that this Order shall become effective immediately.

5 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

6  
7  
8 CHAIRMAN

COMMISSIONER

COMMISSIONER

9 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,  
10 Executive Secretary of the Arizona Corporation  
11 Commission, have hereunto set my hand and caused the  
12 official seal of the Commission to be affixed at the  
13 Capitol, in the City of Phoenix, this \_\_\_\_\_ day of  
14 \_\_\_\_\_, 2001.

15 \_\_\_\_\_  
16 BRIAN C. McNEIL  
17 Executive Secretary

18 DISSENT

19 This document is available in alternative formats by contacting Shelly M. Hood, ADA Coordinator,  
20 voice phone number 602-542-3931, E-mail [shood@cc.state.az.us](mailto:shood@cc.state.az.us).

21 PTJ  
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**CONSENT TO ENTRY OF ORDER**

1  
2           1.     Respondent Mobile Cash Systems, L.L.C. (“MCS”), a Nevada limited liability  
3 company, admits the jurisdiction of the Commission over the subject matter of this proceeding.  
4 Mobile Cash acknowledges that it has been fully advised of its right to a hearing to present  
5 evidence and call witnesses and MCS knowingly and voluntarily waives any and all rights to a  
6 hearing before the Commission and all other rights otherwise available under Article 11 of the  
7 Securities Act and Title 14 of the Arizona Administrative Code. MCS acknowledges that this  
8 Order To Cease And Desist, Order for Administrative Penalties and Consent to Same (“Order”)  
9 constitutes a valid final order of the Commission.

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

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

15           4.     MCS acknowledges that it has been represented by counsel in this matter, it has  
16 reviewed this Order with its attorney and understands all terms it contains.

17           5.     MCS admits only for purposes of this proceeding and any other administrative  
18 proceeding before the Commission or any other agency of the State of Arizona, and any civil  
19 proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.     By consenting to the entry of this Order, MCS agrees not to take any action or to make,  
21 or permit to be made, any public statement denying, directly or indirectly, any Finding of Fact or  
22 Conclusion of Law in this Order or creating the impression that this Order is without factual basis.  
23 MCS will undertake steps necessary to assure that all of its agents and employees understand and  
24 comply with this agreement. Nothing in this provision affects MSC’s testimonial obligations or  
25 right to take legal positions in litigation in which an administrative agency of the state of Arizona is  
26 not a party.

1           7.     MCS agrees to provide disclosure to all clients who purchased wireless terminal  
2 machines and service agreements, including the date that their machines were placed in operation,  
3 the actual revenue generated by their machines, and a copy of this Order and Consent, by certified  
4 mail, within thirty (30) days of the entry of this Order, and to provide the Securities Division with a  
5 copy of the disclosure letter and the returned proof of service for each mailing.

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

9           9.     MCS understands that this Order does not preclude the Commission from referring  
10 this matter to any governmental agency for administrative, civil, or criminal proceedings that may be  
11 related to the matters addressed by this Order.

12          10.    MCS understands that this Order does not preclude any other agency or officer of the  
13 state of Arizona or its subdivisions from instituting administrative, civil or criminal proceedings that  
14 may be related to matters addressed by this Order.

15          11.    MCS agrees that it will not apply to the state of Arizona for registration as a  
16 securities dealer or salesman or for licensure as an investment adviser or investment adviser  
17 representative.

18          12.    MCS agrees that it will not offer or sell, directly or indirectly, securities or provide  
19 investment advisory services, within or from Arizona.

20          13.    MCS agrees that it will not exercise any control over any entity or person that offers  
21 or sells, directly or indirectly, securities or provides investment advisory services, within or from  
22 Arizona.

23          14.    This agreement and Order shall be binding upon MCS's officers, directors, agents,  
24 employees, assigns, representatives, beneficiaries or other successors in interest of any kind.

25  
26

1 15. MCS agrees that until restitution and penalties are paid in full, MCS will notify the  
2 Director of the Securities Division within 30 days of any change in home address or any change in  
3 MCS's, its successors' or assigns', ability to pay amounts due under this Order.

4 16. MCS understands that default shall render it liable to the Commission for its costs of  
5 collection and interest at the maximum legal rate.

6 17. MCS agrees that it will continue to cooperate with the Securities Division including,  
7 but not limited to, providing complete and accurate testimony at any hearing in this matter and  
8 cooperating with the state of Arizona in any related investigation or any other matters arising from  
9 the activities described in this Order.

10 18. MCS understands that this Order does not relieve MCS from any obligations or  
11 responsibilities owed to its clients or investors.

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

15 20. Judy A Paulson represents that she is President of MCS and has been  
16 authorized by MCS to enter into this Order for and on behalf of it.

17 MOBILE CASH SYSTEMS, L.L.C.

18  
19 Judy A Paulson  
20 By: President, (Title)

21 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

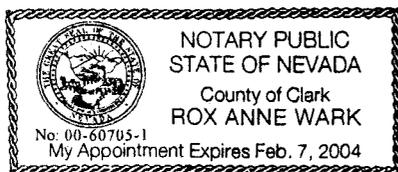
22  
23 \_\_\_\_\_  
24 NOTARY PUBLIC

25 My Commission Expires:

26 2-7-2004

STATE OF NEVADA  
COUNTY OF CLARK

17 SUBSCRIBED & SWORN BEFORE ME  
THIS 19th DAY OF April, 2001  
By Judy A Paulson  
Roxanne Wark  
NOTARY



**CONSENT TO ENTRY OF ORDER**

1  
2           1.       Respondent World Wireless Solutions, Inc. ("Wireless"), an Arizona corporation  
3 admits the jurisdiction of the Commission over the subject matter of this proceeding. Wireless  
4 acknowledges that it has been fully advised of its right to a hearing to present evidence and call  
5 witnesses and Wireless knowingly and voluntarily waives any and all rights to a hearing before the  
6 Commission and all other rights otherwise available under Article 11 of the Securities Act and Title  
7 14 of the Arizona Administrative Code. Wireless acknowledges that this Order To Cease And  
8 Desist, Order for Administrative Penalties and Consent to Same ("Order") constitutes a valid final  
9 order of the Commission.

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

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

15           4.       Wireless acknowledges that it has been represented by counsel in this matter, it has  
16 reviewed this Order with its attorney and understands all terms it contains.

17           5.       Wireless admits only for purposes of this proceeding and any other administrative  
18 proceeding before the Commission or any other agency of the State of Arizona, and any civil  
19 proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.       By consenting to the entry of this Order, Wireless agrees not to take any action or to  
21 make, or permit to be made, any public statement denying, directly or indirectly, any Finding of Fact  
22 or Conclusion of Law in this Order or creating the impression that this Order is without factual basis.  
23 Wireless will undertake steps necessary to assure that all of its agents and employees, if any,  
24 understand and comply with this agreement. Nothing in this provision affects Wireless' testimonial  
25 obligations or right to take legal positions in litigation in which an administrative agency of the state  
26 of Arizona is not a party.

1           7.       Wireless agrees to provide disclosure to all clients who purchased wireless terminal  
2 machines and service agreements, including the date that their machines were placed in operation,  
3 the actual revenue generated by their machines, and a copy of this Order and Consent, by certified  
4 mail, within thirty (30) days of the entry of this Order, and to provide the Securities Division with a  
5 copy of the disclosure letter and the returned proof of service for each mailing.

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

9           9.       Wireless understands that this Order does not preclude the Commission from  
10 referring this matter to any governmental agency for administrative, civil, or criminal proceedings  
11 that may be related to the matters addressed by this Order.

12          10.       Wireless understands that this Order does not preclude any other agency or officer of  
13 the state of Arizona or its subdivisions from instituting administrative, civil or criminal proceedings  
14 that may be related to matters addressed by this Order.

15          11.       Wireless agrees that it will not apply to the state of Arizona for registration as a  
16 securities dealer or salesman or for licensure as an investment adviser or investment adviser  
17 representative.

18          12.       Wireless agrees that it will not offer or sell, directly or indirectly, securities or  
19 provide investment advisory services, within or from Arizona.

20          13.       Wireless agrees that it will not exercise any control over any entity or person that  
21 offers or sells, directly or indirectly, securities or provides investment advisory services, within or  
22 from Arizona.

23          14.       This agreement and Order shall be binding upon Wireless's officers, directors,  
24 agents, employees, assigns, representatives, beneficiaries or other successors in interest of any kind.

25

26

1 15. Wireless agrees that until restitution and penalties are paid in full, Wireless will  
2 notify the Director of the Securities Division within 30 days of any change in home address or any  
3 change in Wireless's, its successors' or assigns' ability to pay amounts due under this Order.

4 16. Wireless understands that default shall render it liable to the Commission for its costs  
5 of collection and interest at the maximum legal rate.

6 17. Wireless agrees that it will continue to cooperate with the Securities Division  
7 including, but not limited to, providing complete and accurate testimony at any hearing in this matter  
8 and cooperating with the state of Arizona in any related investigation or any other matters arising  
9 from the activities described in this Order.

10 18. Wireless understands that this Order does not relieve Wireless from any obligations  
11 or responsibilities owed to its clients or investors.

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

15 20. Kimber Lea Baudour represents that she is President of Wireless and has been  
16 authorized by Wireless to enter into this Order for and on behalf of it.

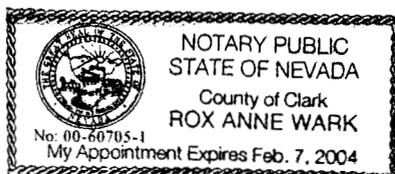
17 WORLD WIRELESS SOLUTIONS, INC.

18 *Kimber Lea Baudour*  
19 \_\_\_\_\_  
20 By: Kimber Lea Baudour, President

21 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

22  
23  
24 My Commission Expires:

25 2-7-2004



26 \_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA  
COUNTY OF CLARK

SUBSCRIBED & SWORN BEFORE ME  
THIS 19<sup>th</sup> DAY OF April, 2001  
BY Kimber Lea Baudour  
*Rox Anne Wark*  
NOTARY

**CONSENT TO ENTRY OF ORDER**

1  
2           1.       Respondent World Electronic Payment Solutions, Inc. d/b/a WEPS (“WEPS”), a  
3 Nevada corporation, admits the jurisdiction of the Commission over the subject matter of this  
4 proceeding. WEPS acknowledges that it has been fully advised of its right to a hearing to present  
5 evidence and call witnesses and WEPS knowingly and voluntarily waives any and all rights to a  
6 hearing before the Commission and all other rights otherwise available under Article 11 of the  
7 Securities Act and Title 14 of the Arizona Administrative Code. WEPS acknowledges that this  
8 Order To Cease And Desist, Order for Administrative Penalties and Consent to Same (“Order”)  
9 constitutes a valid final order of the Commission.

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

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

15           4.       WEPS acknowledges that it has been represented by counsel in this matter, it has  
16 reviewed this Order with its attorney and understands all terms it contains.

17           5.       WEPS admits only for purposes of this proceeding and any other administrative  
18 proceeding before the Commission or any other agency of the State of Arizona, and any civil  
19 proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.       By consenting to the entry of this Order, WEPS agrees not to take any action or to  
21 make, or permit to be made, any public statement denying, directly or indirectly, any Finding of Fact  
22 or Conclusion of Law in this Order or creating the impression that this Order is without factual basis.  
23 WEPS will undertake steps necessary to assure that all of its agents and employees understand and  
24 comply with this agreement. Nothing in this provision affects WEPS’ testimonial obligations or  
25 right to take legal positions in litigation in which an administrative agency of the state of Arizona is  
26 not a party.

1           7.     While this Order settles this administrative matter between WEPS and the  
2 Commission, WEPS 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.     WEPS 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 be  
6 related to the matters addressed by this Order.

7           9.     WEPS 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 proceedings  
9 that may be related to matters addressed by this Order.

10          10.    WEPS 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.

13          11.    WEPS agrees that it will not offer or sell, directly or indirectly, securities or provide  
14 investment advisory services, within or from Arizona.

15          12.    WEPS agrees that it will not exercise any control over any entity or person that  
16 offers or sells, directly or indirectly, securities or provides investment advisory services, within or  
17 from Arizona.

18          13.    This agreement and Order shall be binding upon WEPS' officers, directors, agents,  
19 employees, assigns, representatives, beneficiaries or other successors in interest of any kind.

20          14.    WEPS agrees that until restitution and penalties are paid in full, WEPS will notify  
21 the Director of the Securities Division within 30 days of any change in home address or any change  
22 in WEPS', its successors' or assigns', ability to pay amounts due under this Order.

23          15.    WEPS understands that default shall render it liable to the Commission for its costs  
24 of collection and interest at the maximum legal rate.

25          16.    WEPS agrees that it will continue to cooperate with the Securities Division  
26 including, but not limited to, providing complete and accurate testimony at any hearing in this matter

1 and cooperating with the state of Arizona in any related investigation or any other matters arising  
2 from the activities described in this Order.

3 17. WEPS understands that this Order does not relieve WEPS from any obligations or  
4 responsibilities owed to its clients or investors.

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

8 19. Kimber Lea Baudour represents that she is President of WEPS and has been  
9 authorized by WEPS to enter into this Order for and on behalf of it.

10  
11 WORLD ELECTRONIC PAYMENT SOLUTIONS, INC. d/b/a/ WEPS

12  
13   
14 By: Kimber Lea Baudour, President

15 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

16  
17  
18 \_\_\_\_\_  
19 NOTARY PUBLIC

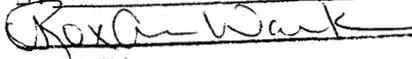
20 My Commission Expires:

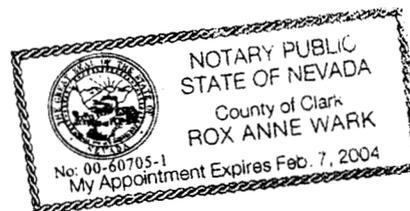
21 2-7-2004

22 STATE OF NEVADA  
23 COUNTY OF CLARK

24 SUBSCRIBED & SWORN BEFORE ME  
25 THIS 19<sup>th</sup> DAY OF April, 2001

26 BY Kimber Lea Baudour

  
NOTARY



**CONSENT TO ENTRY OF ORDER**

1  
2           1.       Respondent Kimber Lea Baudour (“Baudour”), a married woman, admits the  
3 jurisdiction of the Commission over the subject matter of this proceeding. Baudour acknowledges  
4 that she has been fully advised of her right to a hearing to present evidence and call witnesses and  
5 Baudour knowingly and voluntarily waives any and all rights to a hearing before the Commission  
6 and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the  
7 Arizona Administrative Code. Baudour acknowledges that this Order To Cease And Desist, Order  
8 for Administrative Penalties and Consent to Same (“Order”) constitutes a valid final order of the  
9 Commission.

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

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

15           4.       Baudour acknowledges that she has been represented by counsel in this matter, she  
16 has reviewed this Order with her attorney and understands all terms it contains.

17           5.       Baudour admits only for purposes of this proceeding and any other administrative  
18 proceeding before the Commission or any other agency of the State of Arizona, and any civil  
19 proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.       By consenting to the entry of this Order, Baudour agrees not to take any action or to  
21 make, or permit to be made, any public statement denying, directly or indirectly, any Finding of  
22 Fact or Conclusion of Law in this Order or creating the impression that this Order is without  
23 factual basis. Baudour will undertake steps necessary to assure that all of her agents and  
24 employees understand and comply with this agreement. Nothing in this provision affects  
25 Baudour’s testimonial obligations or right to take legal positions in litigation in which an  
26 administrative agency of the state of Arizona is not a party.

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

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

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

11          10.    Baudour agrees that she will not apply to the state of Arizona for registration as a  
12 securities dealer or salesman or for licensure as an investment adviser or investment adviser  
13 representative.

14          11.    Baudour agrees that she will not offer or sell, directly or indirectly, securities or  
15 provide investment advisory services, within or from Arizona.

16          12.    Baudour agrees that she will not exercise any control over any entity or person that  
17 offers or sells, directly or indirectly, securities or provides investment advisory services, within or  
18 from Arizona.

19          13.    This agreement and Order shall be binding upon Baudour's agents, heirs, employees,  
20 assigns, representatives, beneficiaries or other successors in interest of any kind.

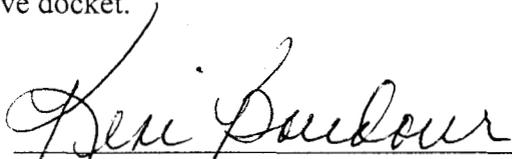
21          14.    Baudour agrees that until restitution and penalties are paid in full, Baudour will  
22 notify the Director of the Securities Division within 30 days of any change in home address or any  
23 change in Baudour's ability to pay amounts due under this Order.

24          15.    Baudour understands that default shall render her liable to the Commission for its  
25 costs of collection and interest at the maximum legal rate.

26

1 16. Baudour agrees that she will continue to cooperate with the Securities Division  
2 including, but not limited to, providing complete and accurate testimony at any hearing in this  
3 matter and cooperating with the state of Arizona in any related investigation or any other matters  
4 arising from the activities described in this Order.

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

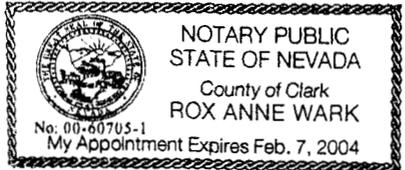
8  
9   
10 KIMBER LEA BAUDOUR

11 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_ day of \_\_\_\_\_, 2001.

12  
13 \_\_\_\_\_  
14 NOTARY PUBLIC

15 My Commission Expires:  
16 2-7-2004

17 STATE OF NEVADA  
18 COUNTY OF CLARK  
19  
20 SUBSCRIBED & SWORN BEFORE ME  
21 THIS 19th DAY OF April, 2001  
22 BY Kimber Lea Baudour  
23 Roxanne Wark  
24 NOTARY



**CONSENT TO ENTRY OF ORDER**

1  
2           1.       Respondent World Cash Providers, L.L.C. (“WCP, LLC”), a Nevada limited liability  
3 company, admits the jurisdiction of the Commission over the subject matter of this proceeding.  
4 WCS, LLC acknowledges that it has been fully advised of its right to a hearing to present evidence  
5 and call witnesses and WCS, LLC knowingly and voluntarily waives any and all rights to a hearing  
6 before the Commission and all other rights otherwise available under Article 11 of the Securities Act  
7 and Title 14 of the Arizona Administrative Code. WCP, LLC acknowledges that this Order To  
8 Cease And Desist, Order for Administrative Penalties and Consent to Same (“Order”) constitutes a  
9 valid final order of the Commission.

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

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

15           4.       WCP, LLC acknowledges that it has been represented by counsel in this matter, it  
16 has reviewed this Order with its attorney and understands all terms it contains.

17           5.       WCP, LLC admits only for purposes of this proceeding and any other  
18 administrative proceeding before the Commission or any other agency of the State of Arizona, and  
19 any civil proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.       By consenting to the entry of this Order, WCP, LLC agrees not to take any action or  
21 to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of  
22 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual  
23 basis. WCP, LLC will undertake steps necessary to assure that all of its agents and employees, if  
24 any, understand and comply with this agreement. Nothing in this provision affects WCP, LLC’S  
25 testimonial obligations or right to take legal positions in litigation in which an administrative agency  
26 of the state of Arizona is not a party.

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

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

7           9.       WCP, LLC understands that this Order does not preclude any other agency or officer  
8 of 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.       WCP, LLC 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          11.       WCP, LLC agrees that it will not offer or sell, directly or indirectly, securities or  
13 provide investment advisory services, within or from Arizona.

14          12.       WCP, LLC agrees that it will not exercise any control over any entity or person that  
15 offers or sells, directly or indirectly, securities or provides investment advisory services, within or  
16 from Arizona.

17          13.       This agreement and Order shall be binding upon WCP, LLC's officers, directors,  
18 agents, employees, assigns, representatives, beneficiaries or other successors in interest of any kind.

19          14.       WCP, LLC agrees that until restitution and penalties are paid in full, WCP, LLC will  
20 notify the Director of the Securities Division within 30 days of any change in home address or any  
21 change in WCP, LLC's, its successors' or assigns' ability to pay amounts due under this Order.

22          15.       WCP, LLC understands that default shall render it liable to the Commission for its  
23 costs of collection and interest at the maximum legal rate.

24          16.       WCP, LLC agrees that it will continue to cooperate with the Securities Division  
25 including, but not limited to, providing complete and accurate testimony at any hearing in this matter  
26

1 and cooperating with the state of Arizona in any related investigation or any other matters arising  
2 from the activities described in this Order.

3 17. WCP, LLC understands that this Order does not relieve WCP, LLC from any  
4 obligations or responsibilities owed to its clients or investors.

5 18. WCP, LLC consents to the entry of this Order and agrees to be fully bound by its  
6 terms and conditions. If WCP, LLC breaches any provision of this Order, the Commission may  
7 vacate this Order and restore this case to its active docket.

8 19. L. Robert Martin represents that he is Managing Member of WCP, LLC and has  
9 been authorized by WCP, LLC to enter into this Order for and on behalf of it.

10  
11 WORLD CASH PROVIDERS, L.L.C.

12  
13 

14 By: L. Robert Martin, Managing Member

15 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

16  
17 \_\_\_\_\_  
18 NOTARY PUBLIC

19 My Commission Expires:

20 2-7-2004

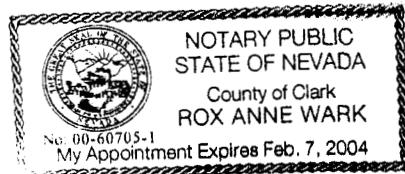
21 STATE OF NEVADA  
22 COUNTY OF CLARK

23 SUBSCRIBED & SWORN BEFORE ME

24 THIS 19th DAY OF April, 2001

25 L. Robert Martin

26 Roxanne Wark  
NOTARY



**CONSENT TO ENTRY OF ORDER**

1  
2           1.       Respondent World Cash Providers, Inc. ("WCP, Inc."), a California corporation,  
3 admits the jurisdiction of the Commission over the subject matter of this proceeding. WCP, Inc.  
4 acknowledges that it has been fully advised of its right to a hearing to present evidence and call  
5 witnesses and WCP, Inc. knowingly and voluntarily waives any and all rights to a hearing before the  
6 Commission and all other rights otherwise available under Article 11 of the Securities Act and Title  
7 14 of the Arizona Administrative Code. WCP, Inc. acknowledges that this Order To Cease And  
8 Desist, Order for Administrative Penalties and Consent to Same ("Order") constitutes a valid final  
9 order of the Commission.

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

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

15           4.       WCP, Inc. acknowledges that it has been represented by counsel in this matter, it has  
16 reviewed this Order with its attorney and understands all terms it contains.

17           5.       WCP, Inc. admits only for purposes of this proceeding and any other administrative  
18 proceeding before the Commission or any other agency of the State of Arizona, and any civil  
19 proceedings, the Findings of Fact and Conclusions of Law contained in this Order.

20           6.       By consenting to the entry of this Order, WCP, Inc. agrees not to take any action or  
21 to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of  
22 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual  
23 basis. WCP, Inc. will undertake steps necessary to assure that all of its agents and employees, if  
24 any, understand and comply with this agreement. Nothing in this provision affects WCP, Inc.'s  
25 testimonial obligations or right to take legal positions in litigation in which an administrative agency  
26 of the state of Arizona is not a party.

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

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

7           9.     WCP, Inc. understands that this Order does not preclude any other agency or officer  
8 of 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.    WCP, Inc. 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.

13          11.    WCP, Inc. agrees that it will not offer or sell, directly or indirectly, securities or  
14 provide investment advisory services, within or from Arizona.

15          12.    WCP, Inc. agrees that it will not exercise any control over any entity or person that  
16 offers or sells, directly or indirectly, securities or provides investment advisory services, within or  
17 from Arizona.

18          13.    This agreement and Order shall be binding upon WCP, Inc.'s officers, directors,  
19 agents, employees, assigns, representatives, beneficiaries or other successors in interest of any kind.

20          14.    WCP, Inc. agrees that until restitution and penalties are paid in full, WCP, Inc. will  
21 notify the Director of the Securities Division within 30 days of any change in home address or any  
22 change in WCP, Inc.'s, its successors' or assigns' ability to pay amounts due under this Order.

23          15.    WCP, Inc. understands that default shall render it liable to the Commission for its  
24 costs of collection and interest at the maximum legal rate.

25          16.    WCP, Inc. agrees that it will continue to cooperate with the Securities Division  
26 including, but not limited to, providing complete and accurate testimony at any hearing in this matter

1 and cooperating with the state of Arizona in any related investigation or any other matters arising  
2 from the activities described in this Order.

3 17. WCP, Inc. understands that this Order does not relieve WCP, Inc. from any  
4 obligations or responsibilities owed to its clients or investors.

5 18. WCP, Inc. consents to the entry of this Order and agrees to be fully bound by its  
6 terms and conditions. If WCP, Inc. breaches any provision of this Order, the Commission may  
7 vacate this Order and restore this case to its active docket.

8 19. L. Robert Martin represents that he is President of WCP, Inc. and has been  
9 authorized by WCP, Inc. to enter into this Order for and on behalf of it. L. Robert Martin  
10 represents that he is authorized by law to enter into this Order for and on behalf of WCP, Inc.

11 WORLD CASH PROVIDERS, INC.

12  
13 

14  
15 By: L. Robert Martin, President

16 SUBSCRIBED AND SWORN TO BEFORE me this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

17  
18 \_\_\_\_\_  
19 NOTARY PUBLIC

20 My Commission Expires:

21 2-7-2004

22 STATE OF NEVADA  
23 COUNTY OF CLARK

24 SUBSCRIBED & SWORN BEFORE ME

25 THIS 19th DAY OF April, 2001

26 BY L. Robert Martin

Roxanne Wark

NOTARY

