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**COMMISSIONERS**  
MIKE GLEASON - Chairman  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE



BRIAN C. McNEIL  
EXECUTIVE DIRECTOR

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6/15

ARIZONA CORPORATION COMMISSION

MEMORANDUM

**TO:** Mike Gleason, Chairman  
William A. Mundell  
Jeff Hatch-Miller  
Kristin K. Mayes  
Gary Pierce

Arizona Corporation Commission  
**DOCKETED**

FEB 15 2008

**FROM:** Matthew J. Neubert  
Director of Securities

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NR

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AZ CORP COMMISSION  
DOCKET CONTROL

**DATE:** February 6, 2008

**RE:** Proposed Order to Cease and Desist, Order of Restitution, Order for Administrative Penalties and Consent to Same by Veronica Alexandra Leigh, f/k/a Candice Anna Gill, Charles William Gill III, Charles Gill and Chuck Gill, CAG Financial, L.L.C., CAG Financial Services, L.L.C. and Leigh & Associates, L.L.C. (collectively "Respondents") (S-20524A-07-0179)

**CC:** Dean S. Miller, Interim Executive Director

Attached is a proposed Order to Cease and Desist, Order of Restitution, Order for Administrative Penalties and Consent to Same by Respondents. The Order requires the Respondents to cease and desist their activity, repay their commissions earned in the amount of \$531,573 and pay an administrative penalty in the amount of \$35,000.

Respondents offered and sold investments involving Ad Toppers and the Universal lease timeshare program. Ad Toppers were designed, promoted and managed by Unlimited Cash, Inc. and Douglas Network Enterprises and involved investments in color computer monitors that were alleged to be capable of displaying advertisements. The Universal lease was operated by Yucatan Resorts, Inc. and involved investments in hotel units in Cancun, Mexico and other Central American locales.

The order finds that the Respondents violated A.R.S. §§44-1841, 44-1842 and 44-1991 by selling unregistered securities while being unlicensed and making untrue statements or misleading omissions of material facts. The Division believes that this Consent Order is appropriate to protect the public welfare.

Originator: William W. Black

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**BEFORE THE ARIZONA CORPORATION COMMISSION**

COMMISSIONERS

MIKE GLEASON, Chairman  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
KRISTIN K. MAYES  
GARY PIERCE

In the matter of: )  
VERONICA ALEXANDRA LEIGH, f/k/a )  
CANDICE ANNA GILL, CHARLES )  
WILLIAM GILL III, CHARLES GILL and )  
CHUCK GILL )  
27679 N. 125<sup>th</sup> Drive )  
Peoria, Arizona 85383 )  
CAG FINANCIAL, L.L.C. )  
2225 West Frye Rd. #1055 )  
Chandler, AZ 85224 )  
CAG FINANCIAL SERVICES, L.L.C. )  
17659 West Weatherby Drive )  
Surprise, AZ 85374 )  
LEIGH & ASSOCIATES, L.L.C. )  
P.O. Box 281 )  
Waddell, AZ 85355 )  
Respondents.

DOCKET NO. S-20524A-07-0179

DECISION NO. \_\_\_\_\_

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

Respondents VERONICA ALEXANDRA LEIGH, f/k/a CANDICE ANNA GILL,  
CHARLES WILLIAM GILL III, CHARLES GILL and CHUCK GILL, CAG FINANCIAL,  
L.L.C., CAG FINANCIAL SERVICES, L.L.C. and LEIGH & ASSOCIATES, L.L.C  
("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"). Respondents admit the jurisdiction of the Arizona  
Corporation Commission ("Commission"); neither admit nor deny the Findings of Fact and

1 Conclusions of Law contained in this Order; and consent to the entry of this Order by the  
2 Commission.

3 **I. FINDINGS OF FACT**

4 1. At all times material hereto, Veronica Alexandra Leigh, f/k/a Candice Anna Gill, Charles  
5 William Gill III, Charles Gill and Chuck Gill (sometimes collectively referred to as "LEIGH")  
6 was a resident of Arizona and was licensed to sell insurance in the State of Arizona.

7 2. CAG Financial, L.L.C. is an Arizona Limited Liability company formed in 2001 with at  
8 least one office in Arizona through which it has transacted business within and from Arizona. At  
9 all times material hereto, LEIGH was the founder, sole member and statutory agent of CAG  
10 Financial. In these capacities, LEIGH controlled, promoted and bore responsibility for CAG's  
11 business and financial affairs, and investor solicitation activities.

12 3. CAG Financial Services, L.L.C. is a business entity of unknown origin with at least one  
13 office in Arizona through which LEIGH transacted business within and from Arizona.

14 4. LEIGH & ASSOCIATES, L.L.C. is a business entity of unknown origin with at least one  
15 office in Arizona through which LEIGH transacted business within and from Arizona.

16 5. Hereinafter CAG Financial, L.L.C. and CAG Financial Services, L.L.C. and LEIGH &  
17 ASSOCIATES are collectively referred to as "CAG."

18 6. LEIGH was registered as a securities salesperson with IMS Securities in New Mexico  
19 beginning October 1, 1996, in Arizona beginning September 21, 1998, in Georgia beginning  
20 September 22, 1998 and in California beginning September 28, 1998. All registrations termed on  
21 May 17, 2000.

22 7. On or before December 2001, the National Association of Securities Dealers (hereinafter  
23 "NASD") initiated an investigation into LEIGH's activities while a registered salesperson.

24 8. As a result of the NASD investigation and subsequent consent by LEIGH, she was barred by  
25 the NASD from associating with any member in any capacity on January 25, 2002.

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1       9. On November 27, 2001, in Maricopa County Superior Court case number CV2001-  
2 092740, Candice Anna Gill filed an Application for Change of Name for an Adult from Candice  
3 Anna Gill to Veronica Alexandra Lee (sic). On December 20, 2001, an Order Changing Name  
4 for an Adult was entered in case number CV2001-092740 changing the name of Candice Anna  
5 Gill to Veronica Alexandra Leigh.

6       10. To attract investors, LEIGH conducted seminars in Arizona “for serious investors only” and  
7 informed investors through promotional materials that CAG Financial Services, L.L.C. had been in  
8 existence for 27 years with more than \$115 million in assets under management. LEIGH also wrote  
9 to investors and informed them that CAG Financial Services, L.L.C. had been in existence for  
10 almost 29 years with approximately \$75 million in assets under management. These representations  
11 were misleading and inaccurate. LEIGH further informed investors that CAG Financial Services,  
12 L.L.C. offered investments, annuities, long term care and living trusts.

13       **A. LEIGH’s Sales of Ad Toppers**

14       11. The Ad Toppers were designed, promoted and managed by Unlimited Cash, Inc. (“UCI”)  
15 and Douglas Network Enterprises (“DNE”) (together, “UCI/DNE”) and involved investments in  
16 color computer monitors that were alleged to be capable of displaying advertisements after being  
17 placed on product displays, ATM’s, vending machines and other fixtures in retail  
18 establishments. Allegedly, Ad Topper machines could be programmed to run video  
19 advertisements.

20       12. UCI marketed the Ad Topper program as a single package consisting of a machine that  
21 could be purchased from UCI and a servicing agreement that could be purchased from DNE.  
22 The typical Ad Topper investment was \$4,000 per machine. At the time of making the  
23 investment, investors simultaneously executed two distinct, yet interrelated contracts. First,  
24 investors entered into a contract with UCI, called the UCI Advertising Topper Purchase  
25 Agreement (“UCI Agreement”). The UCI agreement promised investors ownership of an Ad  
26 Topper machine that UCI would build. The UCI agreement further promised to direct the entire

1 process of the Ad Topper from manufacturing to delivery. Delivery was alleged to be to the  
2 location selected by the investor or the Management Company (DNE) selected by the investor.

3 13. Second, investors entered into a service agreement with DNE, called the Operation and  
4 Maintenance Agreement ("DNE Agreement"). Under the DNE Agreement, DNE was to receive  
5 a percentage of the advertising revenues generated by each machine. The DNE Agreement also  
6 promised investors at least \$54 per month per machine, which equaled a 16% annual return. The  
7 DNE agreement called for DNE to receive the purchased Ad Topper from UCI; secure locations  
8 for placement of the Ad Toppers; install each Ad Topper and make them operational by  
9 programming the machine to run advertisements; monitor all operational aspects of the Ad  
10 Toppers; perform all repairs and maintenance on the Ad Toppers; sell available advertising space  
11 on the machine; and collect monthly advertising revenues and distribute the promised returns to  
12 investors.

13 14. Following their investments, investors had no duties or responsibilities in placing,  
14 servicing or collecting revenue from Ad Toppers and relied solely on UCI/DNE for management  
15 of existing Ad Toppers to generate the income that would purportedly support the investors'  
16 investment returns.

17 15. According to LEIGH's sales materials for the Ad Topper, the Ad Topper provided stable  
18 principal, an investment not subject to stock market risks, principal secured by a fully insured asset,  
19 monthly return, the ability to recoup up to 5 percent of any liquidation penalty incurred during the  
20 process of rolling other investments into the Ad Topper program and 100% liquidity after 36 months.

21 16. The Ad Topper program was represented by LEIGH as being a safe investment that  
22 would generate returns of at least 16% annually from revenue created by sales of advertising to  
23 be displayed on the Ad Toppers. LEIGH informed investors that the Ad Toppers could be  
24 depreciated as business equipment to offset the income tax liability of investors.

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1 17. LEIGH further represented that, after three years, investors could recover their original  
2 investment in the Ad Toppers by selling the machines back to DNE for the original purchase  
3 price.

4 18. LEIGH's sales commissions earned on sales of Ad Toppers totaled \$473,455.

5 19. LEIGH failed to disclose to prospective investors the amount of sales commissions  
6 earned on her sales of the Ad Topper.

7 20. UCI stopped paying investors in approximately May 2005. Nevertheless, LEIGH  
8 continued to represent to investors that they would receive a full return on their investment.  
9 LEIGH told investors that UCI payments had stopped as a result of a computer virus that had  
10 infiltrated UCI's computers. LEIGH then informed investors that there was going to be a buyout  
11 of the Ad Topper program by an investor who was prepared to pay investors a premium.

12 21. LEIGH discouraged investors from attempting to communicate directly with UCI/DNE  
13 personnel in attempts to learn why UCI/DNE had stopped paying investors their returns.  
14 LEIGH asked her investors to stop calling UCI/DNE directly because, according to LEIGH,  
15 "each time they have to stop working to talk with you only delays the process of making out your  
16 checks." LEIGH informed investors that she would contact them on behalf of UCI/DNE with  
17 any updates.

18 22. In July 2005, LEIGH informed investors that there was nothing wrong with their  
19 investment and that UCI/DNE was "still doing what they have been doing for you all along."

20 23. On April 7, 2004, the State of Pennsylvania issued an Order to Cease and Desist against  
21 DNE and others related to the sale of Ad Toppers and alleging, in part, that the DNE Ad Topper  
22 agreements were securities.

23 24. LEIGH failed to inform prospective investors of the April 7, 2004 Order to Cease and  
24 Desist issued in the State of Pennsylvania related to the Ad Topper program.

25 25. On April 3, 2006, the Securities and Exchange Commission filed a Complaint in the  
26 United States District Court for the Northern District of Texas, Dallas Division against UCI/DNE

1 and others alleging that they raised at least \$18 million from hundreds of investors nationwide  
2 from April 2001 through at least May 2005 through an unregistered offering of securities in the  
3 form of investment contracts involving Ad Toppers. The SEC Complaint alleges that UCI/DNE,  
4 through the offer and sale of Ad Toppers were conducting a Ponzi scheme.

5 26. On July 7, 2006, an Agreed Order of Permanent Injunction was entered by the SEC  
6 against DNE permanently enjoining them from violating Securities laws and ordering restitution  
7 in an amount to be determined.

8 **B. LEIGH's Sales of the Universal lease**

9 27. The Universal lease program ("Universal lease") was designed, promoted and operated by  
10 Yucatan Resorts, Inc. ("Yucatan"), along with Yucatan Resorts, S.A. ("Yucatan-S.A.") and  
11 involved investments in hotel units in Cancun, Mexico and other Central American locales from  
12 approximately March 2000 to December 2002.

13 28. Resort Holdings International, Inc. ("RHI") and Resort Holding International, S.A.  
14 ("RHI-S.A.") began replacing Yucatan as the primary promoter and operator of the Universal  
15 lease program within the State of Arizona in or around May 2002.

16 29. Under the terms of the Universal lease program, investors were required to invest a minimum  
17 of \$5,000, but were allowed to invest any amount in excess of that sum. The Universal lease  
18 promotional materials presented investors with the opportunity to select one of three separate  
19 Universal lease "options."

20 30. Under "Option 1" of the Universal lease, investors could choose to forego any returns on their  
21 investments, and instead elect to utilize a unit themselves. Pursuant to this option, an investor would  
22 be assigned a specific unit, for a specific week, and at a specific location, and only after a minimum  
23 investment of \$5,000 had been paid. The investor had no input as to the date, quality or location of  
24 the assignment.

25 31. The Universal lease "Option 2," presented investors the opportunity to rent out assigned units  
26 themselves. Option 2 again required the purchaser to forego any guaranteed investment returns, and

1 instead imposed substantial annual maintenance fees on the purchaser for the full 25 year lease term.  
2 Prospective Option 2 purchasers were unaware, until after the purchase had been made, of the  
3 location, resort type and permitted dates of use for the unit.

4 32. Sales and promotional materials focused on and emphasized Option 3. According to  
5 Universal lease promotional brochures, investors who chose Option 3 would be eligible to receive a  
6 guaranteed 11 percent (subsequently lowered to 9 percent) annual return on their investments for a  
7 period of 25 years, after which time the lease could be renewed for another 20 years. For an investor  
8 to reap the 11 and later 9 percent per annum return under Option 3, the investor was required, as part  
9 of the investment, to hire a "third party" management company to lease the investor's unit. All  
10 investors who purchased contracts through LEIGH selected Option 3.

11 33. The Universal lease materials identified World Phantasy Tours, Inc., ("World Phantasy"), as  
12 the designated third party management company responsible for leasing the investors' unit. Selecting  
13 World Phantasy, the only management company identified or offered, as the leasing agent was the  
14 only method under which investors could earn the promised 11 or 9 percent rate of return on their  
15 Universal lease for the life of the Universal lease.

16 34. The investors had no duties or responsibilities following their investments, and relied solely  
17 on others for development of new units and/or management of existing rental units to generate the  
18 rental profits that would purportedly support the investors' investment returns.

19 35. According to sales materials for the Universal lease provided to investors by LEIGH, the  
20 Universal lease provided stable principal, an investment not subject to stock market risks, principal  
21 secured by a fully insured asset, monthly return, the ability to recoup up to 5 percent of any  
22 liquidation penalty incurred during the process of rolling other investments into the Universal lease  
23 program and 100% liquidity after 36 months.

24 36. LEIGH's sales commissions earned on sales of Universal leases totaled \$58,118.  
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1       37. Prior to and during the period of sales to investors in Arizona by LEIGH, Yucatan and its  
2 related entities had been subject to investigations and orders in multiple states involving its  
3 development, marketing and sale of promissory notes and Universal leases. LEIGH failed to disclose  
4 this information to prospective investors with whom he dealt.

5       38. The orders include:

6           a) May 18, 1999 administrative order by the New Mexico Securities Division in the matter  
7 of Yucatan Investment Corp., Michael E. Kelly (hereinafter "Kelly") and others for the sale of  
8 unregistered, non-exempt securities through unlicensed sales agents. Kelly was the sole incorporator,  
9 statutory agent, president and secretary of Yucatan Investments, and Yucatan Investment was based  
10 out of the same business address as Yucatan, Yucatan-S.A., RHI, and RHI-S.A. Yucatan  
11 Investments' operation was the immediate predecessor to the current Universal lease program; Kelly  
12 was the founder, president and owner of Yucatan and was a director, officer and owner of Yucatan  
13 S.A. Kelly is the founder, chairman and owner of RHI;

14           b) July 26, 1999, Consent with the South Carolina Securities Division signed by Kelly on  
15 behalf of himself and Yucatan Investment Corp. for the sale of unregistered, nonexempt securities  
16 through unregistered sales agents;

17           c) October 4, 1999, Consent Order to Cease and Desist with the Minnesota Department of  
18 Commerce signed by Kelly as president of Yucatan Investment Corp. for the sale of unregistered,  
19 nonexempt securities;

20           d) November 7, 2000, Order to Cease and Desist, that became permanent on December 21,  
21 2000, by the Connecticut Department of Banking related to Yucatan Investment Corp. for the sale of  
22 unregistered, nonexempt securities in the form of promissory notes through unlicensed sales agents;

23           e) April 2, 2001, Order of Prohibition and Revocation by the Wisconsin Securities Division  
24 related to Kelly, Yucatan Resorts, Inc., Yucatan Resorts, S.A., RHI, Inc. and RHI-S.A. for the sale of  
25 unregistered securities by unlicensed sales agents and for securities fraud in violation of Wisconsin  
26

1 law (revoked and replaced by subsequent Consent Order signed by Kelly on behalf of Yucatan  
2 Resorts, S.A. on March 12, 2003;

3 **II. CONCLUSIONS OF LAW**

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

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

8 3. Respondents violated A.R.S. § 44-1841 by offering or selling securities that were  
9 neither registered nor exempt from registration.

10 4. Respondents violated A.R.S. § 44-1842 by offering or selling securities while  
11 neither registered as dealers or salesmen nor exempt from registration.

12 5. Respondents violated A.R.S. § 44-1991 by making untrue statements or misleading  
13 omissions of material facts, which was neither admitted nor denied, by:

14 a. Failing to disclose to offerees and investors the amount of commission to be  
15 earned on each sale of the Universal lease and Ad Topper product;

16 b. Failing to disclose to offerees and investors any financial statements or other  
17 salient financial information about the companies operating the Universal lease  
18 and Ad Topper programs;

19 c. Failing to fully and accurately disclose to offerees and investors the state and  
20 federal regulatory actions taken involving the issuers of the Universal lease and  
21 Ad Topper products and the potential consequences of those actions with  
22 respect to the Universal lease and Ad Topper programs;

23 d. Failing to fully disclose to offerees and investors the risks associated with the  
24 Universal lease and Ad Topper programs;

1 e. Failing to disclose to offerees and investors that he had been barred by the  
2 National Association of Securities Dealers from associating with any member  
3 in any capacity.

4 6. Respondents' conduct is grounds for a cease and desist order pursuant to A.R.S.  
5 § 44-2032.

6 7. Respondents' conduct is grounds for an order of restitution pursuant to A.R.S. § 44-  
7 2032.

8 8. Respondents' conduct is grounds for administrative penalties under A.R.S. § 44-  
9 2036.

10 **III. ORDER**

11 THEREFORE, on the basis of the Findings of Fact, Conclusions of Law, and Respondents'  
12 consent to the entry of this Order, without admitting or denying, attached and incorporated by  
13 reference, the Commission finds that the following relief is appropriate, in the public interest, and  
14 necessary for the protection of investors:

15 IT IS ORDERED, pursuant to A.R.S. § 44-2032, that Respondents, and any of  
16 Respondents' agents, employees, successors and assigns, permanently cease and desist from  
17 violating the Securities Act.

18 IT IS FURTHER ORDERED that Respondents comply with the attached Consent to Entry  
19 of Order.

20 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondents shall jointly  
21 and severally pay restitution in the total amount of sales commissions earned in connection with  
22 the sale of the Universal lease and Ad Topper in this matter as reflected in the records of the  
23 Commission, such restitution shall be in the amount of \$531,573. Payment shall be made in full  
24 on the date of this Order. Any amount outstanding shall accrue interest at the rate of 10% per  
25 annum from the date of this Order until paid in full. Payment shall be made to the "State of  
26 Arizona" to be placed in an interest-bearing account controlled by the Commission. The

1 Commission shall disburse the funds on a pro-rata basis to investors shown on the books and  
2 records of the Commission. Any restitution funds that the Commission cannot disburse because an  
3 investor refuses to accept such payment shall be disbursed on a pro-rata basis to the remaining  
4 investors shown on the records of the Commission. Any funds that the Commission determines it  
5 is unable to or cannot feasibly disburse shall be transferred to the general fund of the state of  
6 Arizona.

7 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that Respondents shall jointly  
8 and severally, pay an administrative penalty in the amount of \$35,000. Payment shall be made in  
9 full on the date of this Order. Payment shall be made to the "State of Arizona." Any amount  
10 outstanding shall accrue interest at the rate of 10% per annum from the date of this Order until paid  
11 in full. The payment obligations for these administrative penalties shall be subordinate to any  
12 restitution obligations ordered herein and shall become immediately due and payable only after  
13 restitution payments have been paid in full or upon Respondents' default with respect to  
14 Respondents' restitution obligations.

15 For purposes of this Order, a bankruptcy filing by any of the Respondents shall be an act of  
16 default. If any Respondent does not comply with this Order, any outstanding balance may be  
17 deemed in default and shall be immediately due and payable.

18 IT IS FURTHER ORDERED, that if any Respondent fails to comply with this order, the  
19 Commission may bring further legal proceedings against that Respondent, including application to  
20 the superior court for an order of contempt.

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

BY ORDER OF THE ARIZONA CORPORATION COMMISSION

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CHAIRMAN

COMMISSIONER

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COMMISSIONER

COMMISSIONER

COMMISSIONER

IN WITNESS WHEREOF, I, DEAN S. MILLER, Interim Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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DEAN S. MILLER  
Interim Executive Director

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DISSENT

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DISSENT

This document is available in alternative formats by contacting Linda Hogan, ADA Coordinator, voice phone number 602-542-3931, e-mail [lhogan@azcc.gov](mailto:lhogan@azcc.gov).

(wwb)

**CONSENT TO ENTRY OF ORDER**

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2           1.       Respondents VERONICA ALEXANDRA LEIGH, f/k/a CANDICE ANNA GILL,  
3 CHARLES WILLIAM GILL III, CHARLES GILL and CHUCK GILL, CAG FINANCIAL,  
4 L.L.C., CAG FINANCIAL SERVICES, L.L.C. and LEIGH & ASSOCIATES, L.L.C  
5 (“Respondents”) admit the jurisdiction of the Commission over the subject matter of this  
6 proceeding. Respondents acknowledge that they have been fully advised of their rights to a  
7 hearing to present evidence and call witnesses and Respondents knowingly and voluntarily waive  
8 any and all rights to a hearing before the Commission and all other rights otherwise available  
9 under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code.  
10 Respondents acknowledge that this Order to Cease and Desist, Order of Restitution, Order for  
11 Administrative Penalties and Consent to Same By Respondents (“Order”) constitutes a valid final  
12 order of the Commission.

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

16           3.       Respondents acknowledge and agree that this Order is entered into freely and  
17 voluntarily and that no promise was made or coercion used to induce such entry.

18           4.       Respondents understand and acknowledge that they have the right to seek counsel  
19 regarding this Order, and that Respondents have had the opportunity to seek counsel prior to  
20 signing this Order. Respondents acknowledge and agree that, despite the foregoing, Respondents  
21 freely and voluntarily waive any and all right to consult or obtain counsel prior to signing this  
22 Order.

23           5.       Respondents neither admit nor deny the Findings of Fact and Conclusions of Law  
24 contained in this Order. Respondents agree that they shall not contest the validity of the Findings  
25 of Fact and Conclusions of Law contained in this Order in any present or future administrative  
26 proceeding before the Commission or any other state agency concerning the denial or issuance of

1 any license or registration required by the state to engage in the practice of any business or  
2 profession.

3 6. By consenting to the entry of this Order, Respondents agree not to take any action  
4 or to make, or permit to be made, any public statement denying, directly or indirectly, any Finding  
5 of Fact or Conclusion of Law in this Order or creating the impression that this Order is without  
6 factual basis. Respondents will undertake steps necessary to assure that all of Respondent's agents  
7 and employees understand and comply with this agreement.

8 7. While this Order settles this administrative matter between Respondents and the  
9 Commission, Respondents understand that this Order does not preclude the Commission from  
10 instituting other administrative or civil proceedings based on violations that are not addressed by  
11 this Order.

12 8. Respondents understand that this Order does not preclude the Commission from  
13 referring this matter to any governmental agency for administrative, civil, or criminal proceedings  
14 that may be related to the matters addressed by this Order.

15 9. Respondents understand that this Order does not preclude any other agency or  
16 officer of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal  
17 proceedings that may be related to matters addressed by this Order.

18 10. Respondents agree that they will not apply to the state of Arizona for registration as  
19 a securities dealer or salesman or for licensure as an investment adviser or investment adviser  
20 representative at any time in the future.

21 11. Respondents agree that they will not exercise any control over any entity that offers  
22 or sells securities or provides investment advisory services within or from Arizona at any time in  
23 the future.

24 12. Respondents agree that they will not sell any securities in or from Arizona without  
25 being properly registered in Arizona as a dealer or salesman, or exempt from such registration;  
26 Respondents will not sell any securities in or from Arizona unless the securities are registered in

1 Arizona or exempt from registration; and Respondents will not transact business in Arizona as an  
2 investment adviser or an investment adviser representative unless properly licensed in Arizona or  
3 exempt from licensure.

4 13. Respondents agree that they will continue to cooperate with the Securities Division  
5 including, but not limited to, providing complete and accurate testimony at any hearing in this  
6 matter and cooperating with the state of Arizona in any related investigation or any other matters  
7 arising from the activities described in this Order.

8 14. Respondents consent to the entry of this Order and agree to be fully bound by its  
9 terms and conditions.

10 15. Respondents acknowledge and understand that if they fail to comply with the  
11 provisions of the order and this consent, the Commission may bring further legal proceedings  
12 against Respondents, including application to the superior court for an order of contempt.

13 16. Respondents understand that default shall render Respondents liable to the  
14 Commission for its costs of collection and interest at the maximum legal rate.

15 17. Respondents agree and understand that if Respondents fail to make any payment as  
16 required in the Order, any outstanding balance shall be in default and shall be immediately due and  
17 payable without notice or demand. Respondents agree and understand that acceptance of any  
18 partial or late payment by the Commission is not a waiver of default by Commission.

19 18. Respondent VERONICA ALEXANDRA LEIGH, f/k/a CANDICE ANNA GILL,  
20 CHARLES WILLIAM GILL III, CHARLES GILL and CHUCK GILL represent that she is the  
21 sole member, manager and president of CAG FINANCIAL, L.L.C., CAG FINANCIAL  
22 SERVICES, L.L.C. and LEIGH & ASSOCIATES, L.L.C and is thereby authorized to enter into  
23 the Order for and on behalf of the Respondent entities.



