

WILLIAM A. MUNDELL  
CHAIRMAN

JIM IRVIN  
COMMISSIONER

MARC SPITZER  
COMMISSIONER

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ARIZONA CORPORATION COMMISSION

**OPEN MEETING ITEM**  
**MEMORANDUM**

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

Arizona Corporation Commission

**DOCKETED**

OCT 24 2001

**FROM:** Mark Sendrow  
Director of Securities

DOCKETED BY

**DATE:** October 12, 2001

**RE:** Docket No. S-03329A-01-0000 / Paul C. Woodcock  
(Early Detection Centers, Inc., et al.)

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

AZ CORP COMMISSION  
DOCUMENT CONTROL

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Attached is a proposed Order against Paul C. Woodcock ("Woodcock"). This matter involves two investors who have purchased investment contracts issued by Early Detection Center, Inc. ("EDC") through Johnathon Roberts, Inc. ("Johnathon Roberts") from Woodcock. On July 28, 2001, the Commission previously approved an Order to Cease and Desist, Order of Restitution, and Order for Administrative Penalties regarding EDC and Johnathon Roberts in Decision No. 63854.

In December 1997, the Securities Division received a complaint regarding both companies. The complainants had responded to a classified ad in the newspaper for an investor in an "absentee only" business. The complainants contacted the Scottsdale office of Johnathon Roberts. They were told that the investment was in EDC, which intended to open seven centers in the metro Phoenix area to test for early signs of cancer.

On March 27, 1997, the complainants entered into an Agreement in the form of an investment contract, issued by EDC through Johnathon Roberts, and provided a personal check for \$100,000, made payable to EDC. The Agreement was signed by an individual as an Agent for Johnathon Roberts, on behalf of and with the consent of EDC. The Agreement required formation of a corporation within 30 days from the execution date. The Agreement specified that if a center was, "not in place on or before forty-five days following the close, Buyer shall have the right to demand that this contract become void and that all money paid by the Buyer to the Seller be refunded in full."

Approximately one month after signing the Agreement, an Administrator for EDC requested a 30-day extension. The complainants agreed to a 15-day extension. The deadline came and went and another 30-day extension was requested. The complainants agreed to

another extension. After another date expired, the complainants were asked to sign an agreement that allowed unlimited time to find a location for the center. The complainants refused to sign any additional documents and requested a refund of their money. Their money was never refunded.

During the course of the investigation, the Division learned that another individual had entered into a similar Agreement with EDC and Johnathon Roberts. That individual invested \$50,000 in May 1997. The EDC clinic was to be opened within two months. Various excuses were given for failure to open the clinic and on January 18, 1998, the second investor was told that EDC had been dissolved on November 21, 1997, due to a lack of business.

Allegations of fraud against Woodcock in regard to the offer and sale of securities include his failure to provide investors with a prospectus or equivalent offering document containing material information regarding the proposed medical service business. Further, Woodcock failed to abide by the Agreement with Investor One, Section 2.1, giving Investor One first right of refusal to purchase each new location to be opened in the future. Woodcock also failed to open a clinic with either Investors One or Two despite written Agreements and payments to do so, and further failed to advise either investor about the clinic that opened in Sun City.

Neither investor was told that EDC opened a center in Sun City. Two osteopathic doctors at that center began to administer a test called the AMAS test at a cost of \$399 per test on behalf of EDC. The doctors were told that \$200 would be used to cover laboratory costs of testing and \$199 would be split between EDC and the doctor performing the test. The center remained open for approximately six to eight months and 12 - 20 people visited the center for cancer testing. The money from the testing conducted at the Sun City clinic was not returned to either investor.

Woodcock is not a registered securities dealer or salesman in the state of Arizona. The investment contracts in EDC were not registered for sale in the state of Arizona, nor offered in reliance upon an available exemption from registration, nor pursuant to a notice filing.

The Consent Order requires Woodcock to pay restitution of \$75,000 and an administrative penalty of \$5,000. Woodcock delivered two checks totaling \$80,000 to the state of Arizona. The Order specifies that Woodcock will not apply in Arizona for registration as a securities dealer or salesman or for licensure as an investment adviser or investment adviser representative at any time in the future, that he will not exercise any control over any entity that offers or sells securities or provides investment advisory services, within or from Arizona at any time in the future and that he will not offer or sell securities, whether registered or exempt, within or from Arizona at any time in the future.

The Division recommends approval of the Order.

Originator: Kathryn E. McCormick

AG: Moira McCarthy

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

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

8 In the matter of )  
9 EARLY DETECTION CENTERS, INC. )  
10 251 Jeanell Drive, Suite 3 )  
11 Carson City, Nevada 89703-2129 )

12 JOHNATHON ROBERTS, INC. )  
13 nka AAA INVESTMENT COMPANY )  
14 251 Jeanell Drive, Suite 3 )  
15 Carson City, Nevada 89703-2129 )

16 DAVID HITZIG )  
17 634 West Flower Avenue )  
18 Mesa, Arizona 85202 )

19 PAUL C. WOODCOCK )  
20 10710 E. Sunnyside Drive )  
21 Scottsdale, Arizona 85259 )

22 Respondents. )  
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26 )

DOCKET NO: S-03329A-01-0000

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

**ORDER TO CEASE AND DESIST,  
ORDER OF RESTITUTION, ORDER  
FOR ADMINISTRATIVE PENALTIES  
AND CONSENT TO SAME BY: PAUL  
C. WOODCOCK**

17 RESPONDENT PAUL C. WOODCOCK, elects to permanently waive his right to a hearing  
18 and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801, *et seq.*  
19 (“Securities Act”) with respect to this Order To Cease And Desist, Order of Restitution, and Order  
20 for Administrative Penalties (“Order”). PAUL C. WOODCOCK admits the jurisdiction of the  
21 Arizona Corporation Commission (“Commission”); neither admits nor denies the Findings of Fact  
22 and Conclusions of Law contained in this Order; and consents to the entry of this Order by the  
23 Commission.  
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## I.

## FINDINGS OF FACT

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2  
3 1. PAUL C. WOODCOCK ("WOODCOCK") whose last known address is 10710 E.  
4 Sunnyside Drive, Scottsdale, Arizona 85259, was at all times relevant, a "Cashier" for EARLY  
5 DETECTION CENTER, INC. ("EDC") and an authorized signer on the company's Norwest Bank  
6 account. In holding these positions, WOODCOCK acted as a salesperson on behalf of EDC and  
7 JOHNATHON ROBERTS, INC. ("JOHNATHON ROBERTS") along with DAVID HITZIG  
8 ("HITZIG") who was at all times relevant, the Statutory Agent, Assistant Secretary, "Cashier" and  
9 Authorized Agent for JOHNATHON ROBERTS and the Administrator and "Cashier" of EDC.

10 2. During the period of January 1997 through November 1997, WOODCOCK offered for  
11 sale and sold securities to two Arizona residents within or from the state of Arizona in the form of  
12 investment contracts issued by EDC through JOHNATHON ROBERTS. JOHNATHON ROBERTS  
13 held itself out as a specifically disclosed and authorized agent of EDC. The investments were offered  
14 through general solicitations verbally by WOODCOCK and in the newspaper, in the form of a  
15 classified ad. WOODCOCK was not a registered securities dealer in the state of Arizona. The  
16 investment contracts in EDC were not registered for sale in the state of Arizona, nor offered in  
17 reliance upon an available exemption from registration, nor pursuant to a notice filing.

## Investor One

18  
19 3. On or about February 14, 1997, Investor One responded to a newspaper ad regarding an  
20 opportunity for an "absentee only" investor. The ad promised a \$144,000 return the first year on an  
21 investment of \$100,000. The ad instructed interested investors to call JOHNATHON ROBERTS.  
22 On or about February 14, 1997, Investor One met with an agent for JOHNATHON ROBERTS,  
23 other than WOODCOCK. Before any disclosure was made Investor One was required to sign a  
24 "Confidentiality and Non-Compete Agreement." After signing, information regarding the EDC  
25 investment was disclosed.  
26

1           4. Pursuant to the terms of the investment, Investor One was told that EDC would open  
2 centers throughout the metro Phoenix area. The centers were designed to conduct tests for the  
3 early detection of cancer. Under the terms of the investment EDC, together with Investor One,  
4 would form a corporation to operate a medical service business in the state of Arizona. Investor  
5 One received a pro forma statement of how the financial return to investors was calculated. It  
6 showed that the business would return \$144,000 each year on a \$100,000 investment.

7           5. WOODCOCK was present during a second meeting with Investor One. WOODCOCK  
8 provided information about cancer testing. Also discussed was information relating to finances and  
9 the locations for centers that EDC intended to open. Investor One was provided with a document  
10 labeled "Proforma" that listed the expected operating costs and profits.

11           6. Investor One and EDC entered into an Agreement of Incorporation ("Agreement") on  
12 March 27, 1997. At that time, Investor One provided a \$100,000 check made payable to EDC.  
13 The money was to be put into escrow and used to finance the opening of the first EDC center. In fact,  
14 the money was not put into escrow, but deposited into an EDC bank account at Norwest Bank.  
15 WOODCOCK was a signatory on this account.

16           7. The Agreement required Investor One and EDC to form a corporation under which they  
17 would operate a medical service business. The corporation had to be formed within 30 days of the  
18 execution date of Agreement. The Agreement required Investor One to pay a "fee" of \$100,000 to  
19 EDC for 50% ownership in the business. The Agreement specified that EDC would provide all  
20 necessary equipment, personnel contracts and cover expenses of the center for the first four months of  
21 operation. From the fifth month on, EDC would pay all expenses other than advertising and  
22 telephone, which would be expenses shared between Investor One and EDC.

23           8. The Agreement provided Investor One with the right to demand that the contract  
24 become void if a center was not in place before 45 days following the close. This was a clause  
25 Investor One required in the Agreement. The close date was the date the Agreement was signed,  
26 March 27, 1997. EDC requested an addendum to the Agreement in April, to extend the date for the

1 opening of the center. The document, entitled "Addendum to Purchase Contract," specifies that a  
2 corporation was formed according to the terms of the Agreement, and that the filing of the corporation  
3 was postponed so an exact address could be determined. In addition, EDC and Investor One agreed to  
4 extend the opening date of the center by fifteen days to consider an alternate location for the center.

5 9. On May 6, 1997, another addendum to the Agreement was executed. The May addendum  
6 specifies that the center would be located in Mesa and that the center would open on or before June  
7 16, 1997. Investor One made the investment in reliance on representations and agreements set forth  
8 in the information provided by EDC.

9 10. The center did not open. Investor One insisted the contract had become void and  
10 demanded repayment of his \$100,000 investment. EDC refused to refund the \$100,000 investment.  
11 No money was ever refunded.

12 11. WOODCOCK failed to provide a disclosure document and failed to provide essential  
13 information regarding the offering. Information withheld included, but was not limited to, risk factors,  
14 capitalization, plan of distribution, actual use of proceeds, federal tax aspects, and redemptions. The  
15 offering did not include materials disclosing information about the officers and key personnel of either  
16 EDC or JOHNATHON ROBERTS, directors of either company, or principal stockholders.

17 Investor Two

18 12. In or about March 1997, Investor Two's son saw an ad in the newspaper regarding the  
19 sale of a chiropractic clinic. The meeting took place at the office of JOHNATHON ROBERTS.  
20 Investor Two's son called about the clinic and arranged a meeting to discuss the purchase of the  
21 clinic. His son did not purchase the clinic but did receive a telephone call approximately one  
22 month later regarding an investment in EDC. Investor Two's son was told that EDC would  
23 provide a good return on an investment. It was explained that the minimum investment was  
24 \$50,000 and one investor from Mesa had already invested. Investor Two's son contacted his father  
25 (Investor Two) and mother.

26

1           13. In or about May 1997, Investor Two met at the offices of JOHNATHON ROBERTS  
2 with EDC representatives including WOODCOCK. Investor Two was told about the EDC  
3 offering, including the claim that EDC would have locations in Scottsdale, Mesa, Sun City,  
4 Phoenix and possibly one additional, unnamed location. Investor Two could choose any location  
5 he desired.

6           14. A projection chart was presented to Investor Two that predicted EDC would perform 10  
7 – 15 tests for cancer each day at a cost of \$399 per test. Investor Two was told that he would  
8 receive \$99.75 or 25% of each test. Investor Two understood that he was not required to do any  
9 work or management of EDC. All he had to do was stay home and wait for his checks to arrive.  
10 Investor Two was further told that he could make a minimum profit of \$100,000 during the first  
11 year and that investing in EDC was better than investing in the stock market. Risks associated with  
12 the investment were never discussed.

13           15. A second meeting occurred on or about May 7, 1997. This was approximately a week  
14 to a week and a half after the first meeting. Investor Two wrote a check for \$10,000 to EDC from  
15 his personal bank account. This check was later deposited into the EDC bank account at Norwest  
16 Bank. WOODCOCK was a signatory on this account.

17           16. The Agreement is the same as the one entered into by Investor One, with the following  
18 distinctions. Investor Two would own 25% of the shares, EDC would own 50% and an investor to  
19 be named at a later date would own 25%. The Agreement with Investor Two does not include the  
20 first right of refusal to purchase each new location (Section 2.1 of Investor One's Agreement) and  
21 does not include the right to demand the contract become void if a center is not in place on or  
22 before forty-five days following the close (Section 3.3 of Investor One's Agreement). An Exhibit  
23 'A' to Investor Two's Agreement specified that the EDC center would be located in Sun City,  
24 Arizona and that the planned opening date for this center was June 16, 1997.

25           17. The Agreement required Investor Two and EDC to form a corporation under which  
26 they would operate a medical service business. The corporation had to be formed within 30 days

1 of the execution date of the Agreement, May 7, 1997. The Agreement required Investor Two to  
2 pay a "fee" of \$50,000 to EDC for 25% ownership in the business. The Agreement specified that  
3 EDC would provide all necessary equipment, personnel contracts and cover expenses of the center  
4 for the first four months of operation. From the fifth month on, EDC would pay all expenses other  
5 than advertising and telephone, which would be expenses shared between Investor Two and EDC.

6 18. Investor Two's son was told that if he referred anyone who made an investment in  
7 EDC, he would pay receive a referral fee. An investment of \$50,000 paid a 5% referral fee. A  
8 \$100,000 investment would earn a 10% referral fee. Investor Two never made any referrals.

9 19. On May 22, 1997, Investor Two wrote a second personal check of \$40,000 payable to  
10 EDC. The money was from an individual retirement account. The check was deposited into the  
11 EDC account at Norwest Bank. WOODCOCK was a signatory on this account.

12 20. Investor Two was told that the EDC clinic would be up and running within two months.  
13 When two months passed and the center did not open, Investor Two began to ask questions. EDC  
14 representatives including WOODCOCK gave investor Two different excuses for failure to open the  
15 clinic. Finally, on January 18, 1998, Investor Two was told that EDC had been dissolved on  
16 November 21, 1997, due to a lack of business.

17 21. Investor Two was never provided a disclosure document nor was he provided any other  
18 essential information regarding the offering. Information withheld included, but was not limited to,  
19 risk factors, capitalization, plan of distribution, actual use of proceeds, federal tax aspects, and  
20 redemptions. The offering did not include materials disclosing information about the officers and  
21 key personnel of either EDC or JOHNATHON ROBERTS, directors of either company, or  
22 principal stockholders.

23 22. Notwithstanding an Agreement to do so, Investor One was never given a first right of  
24 refusal to purchase each new location to be opened in the future. In fact, unknown to Investor One,  
25 a new Agreement with Investor Two was signed.

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1           23. EDC opened a clinic in Sun City, of which neither Investor One nor Two was informed.  
2 EDC made arrangements for two osteopathic doctors to administer a test called the AMAS test at a  
3 cost of \$399 per test. The doctors were told that \$200 would be used to cover laboratory costs of  
4 testing and \$199 would be split between EDC and the doctor performing the test. The center  
5 remained open for approximately six to eight months and 12 – 20 people visited the center for  
6 cancer testing.

7           24. Information regarding the amount of profit from each test was misrepresented.  
8 Investors were told that the cost of each test was \$399. Investor One was told that the expenses  
9 included \$242.90 to the laboratory and \$20 to the physician doing the test. Investor One expected  
10 a return of 50% of the gross profit of \$136.10, or \$68.05 per test. Investor Two was told his profit  
11 would be \$99.75 or 25% of each test. In fact, the doctors hired at the Sun City clinic stated the cost  
12 of AMAS testing was approximately \$200 per test, leaving \$199 gross profit that the doctor and  
13 EDC would divide, 50% to each of them. The money from the testing conducted at the Sun City  
14 clinic was not paid to either Investor.

15           25. Notwithstanding agreements to open clinics with both Investors One and Two's  
16 investment, no such clinics were ever opened with either investor.

17           26. A financial analysis of EDC records shows that of the \$150,000 provided by investors  
18 and deposited into the account, only approximately 25% was actually spent on a business expense,  
19 advertising. The remaining funds were spent on a variety of expenses unrelated to EDC including  
20 payment to WOODCOCK.

21           27. Investors were never told about the relationship between EDC and JOHNATHON  
22 ROBERTS.

23           28. The funds sent to the JOHNATHON ROBERTS account from the EDC bank account  
24 totaled approximately \$29,500. The JOHNATHON ROBERTS bank account, at Norwest Bank in  
25 Phoenix, was opened January 10, 1997. The company listed an address at 2150 E. Camelback  
26 Road, Scottsdale, Arizona 85251. The signatories on the account included WOODCOCK.

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II.

CONCLUSIONS OF LAW

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

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

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

4. WOODCOCK violated A.R.S. § 44-1842 by offering or selling securities while neither registered as a dealer or salesman nor exempt from registration.

5. WOODCOCK violated A.R.S. § 44-1991 (A) by making untrue statements or misleading omissions of material facts.

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

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

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

III.

ORDER

THEREFORE, on the basis of the Findings of Fact, Conclusions of Law, and WOODCOCK'S consent to the entry of this Order, the Commission finds that the following relief is appropriate, in the public interest, and necessary for the protection of investors:

IT IS ORDERED, pursuant to A.R.S. § 44-2032, that WOODCOCK, his agents, employees, successors and assigns, permanently cease and desist from violating the Securities Act.

1 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that WOODCOCK shall pay  
2 restitution to investors shown on the records of the Commission in the amount of \$75,000.  
3 Payment shall be due and payable at the time of signing of this order. Payment shall be made by  
4 cashier's check or money order payable to the "State of Arizona" to be placed in an interest-  
5 bearing account maintained and controlled by the Arizona Attorney General. The Arizona  
6 Attorney General shall disburse the funds on a pro rata basis to investors. If all investors are paid  
7 in full, any excess funds shall revert to the state of Arizona.

8 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that WOODCOCK shall pay  
9 an administrative penalty in the amount of \$5,000, payable to the "State of Arizona." Payment  
10 shall be due and payable at the time of signing of this order.

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

12 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

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CHAIRMAN

COMMISSIONER

COMMISSIONER

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IN WITNESS WHEREOF, I, BRIAN C. McNEIL,  
Executive Secretary 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  
\_\_\_\_\_, 2001.

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BRIAN C. McNEIL  
Executive Secretary

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\_\_\_\_\_  
DISSENT

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

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26 N/Enforce/Cases/Early Detection Center/Woodcock Consent

**CONSENT TO ENTRY OF ORDER**

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1. PAUL C. WOODCOCK, an individual, admits the jurisdiction of the Commission over the subject matter of this proceeding. PAUL C. WOODCOCK acknowledges that he has been fully advised of his right to a hearing to present evidence and call witnesses and PAUL C. WOODCOCK knowingly and voluntarily waives any and all rights to a hearing before the Commission and all other rights otherwise available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code. PAUL C. WOODCOCK acknowledges that this Order To Cease And Desist, Order Of Restitution, Order For Administrative Penalties And Consent To Same ("Order") constitutes a valid final order of the Commission.

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

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

4. PAUL C. WOODCOCK acknowledges that he has been represented by counsel in this matter, he has reviewed this Order with his attorney and understands all terms it contains.

5. PAUL C. WOODCOCK neither admits nor denies the Findings of Fact and Conclusions of Law contained in this Order.

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

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

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

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

11          10. PAUL C. WOODCOCK agrees that he will not apply to the state of Arizona for  
12 registration as a securities dealer or salesman or for licensure as an investment adviser or  
13 investment adviser representative at any time in the future.

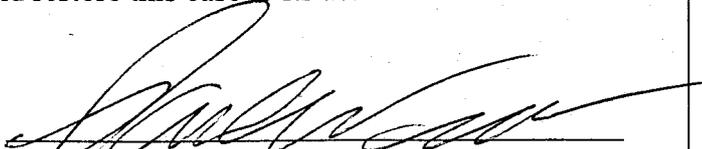
14          11. PAUL C. WOODCOCK agrees that he will not exercise any control over any entity  
15 that offers or sells securities or provides investment advisory services, within or from Arizona at  
16 any time in the future.

17          12. PAUL C. WOODCOCK agrees that he will not offer or sell securities, whether  
18 registered or exempt, within or from Arizona at any time in the future.

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

  
PAUL C. WOODCOCK

SUBSCRIBED AND SWORN TO BEFORE me this 12<sup>th</sup> day of OCTOBER, 2001.

  
NOTARY PUBLIC

My Commission Expires:

