

1 PRESTON DuFAUCHARD
California Corporations Commissioner
2 ALAN WEINGER
Deputy Commissioner
3 ERIK BRUNKAL (SBN: 166086)
Senior Corporations Counsel
4 LINDSAY HERRICK (SBN: 224986)
1515 K Street, Suite 200
5 Sacramento, CA 95814-4052
Telephone: (916) 322-8782
6
7 Attorneys for Plaintiff
California Corporations Commissioner

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF CONTRA COSTA

11 PRESTON DuFAUCHARD) CASE NO.: C 10-01858
CALIFORNIA CORPORATIONS)
12 COMMISSIONER,)
13) STIPULATION FOR JUDGMENT OF
Plaintiff,) PERMANENT INJUNCTION AND OTHER
14) ANCILLARY RELIEF AS TO DEFENDANTS
vs.) RONALD. M. WILSON, ROME FINANCE
15) COMPANY (GA), LLC AND WILLIAM
16) COLLINS
RONALD. M. WILSON, WILLIAM)
17 COLLINS, ROME FINANCE COMPANY)
(GA), LLC and DOES 1-20, inclusive,)
18)
Defendants.)
19)
20)

21 It is hereby stipulated between Plaintiff, the People of the State of California, by and through
22 Preston DuFauchard, California Corporations Commissioner ("Plaintiff" or "Commissioner") and
23 Defendants Ronald M. Wilson, Rome Finance Company (GA), LLC and William Collins
24 ("Defendants") that judgment be immediately entered in favor of Plaintiff and against Defendants as
25 follows:

26 A. Defendants admit jurisdiction of this Court over each of them and over the subject
27 matter of this action. Defendants have either entered general appearances in this action or waive their
28 right to do so;

1 B. Defendants admit service of the Summons and First Amended Complaint filed in this
2 matter;

3 C. Defendants have read the First Amended Complaint, this Stipulation and the proposed
4 Judgment of Permanent Injunction and Other Ancillary Relief as to Defendants, and each of them, in
5 the form attached hereto as Exhibit 1.

6 D. The court may enter judgment pursuant to the terms of this settlement as provided for
7 in Code of Civil Procedure section 664.6.

8 E. Defendants voluntarily consent to the entry of the Judgment by this court,
9 without notice of further proceedings.

10 F. Defendants hereby waive all rights to appeal the entry of the Judgment.

11 G. Plaintiff and Defendants stipulate and agree that if any paragraph, clause, or provision
12 of this Stipulation or of the Judgment entered thereto, or the application thereof, is held invalid or
13 unenforceable, such decision shall affect only the paragraph, clause or provision so construed or
14 interpreted, and the invalidity shall not affect the provisions or the application of this Stipulation, or
15 of the Judgment entered thereto, which can be given effect without the invalid provisions or
16 application, and to this end, the provisions of the Stipulation, and of the Judgment entered thereto,
17 are declared by Plaintiff and by Defendants to be severable.

18 H. Plaintiff and Defendants stipulate and agree that this Stipulation may be executed in
19 one or more separate counterparts, each of which when so executed, shall be deemed an original.
20 Such counterparts shall together constitute and be one and the same instrument.

21 I. Defendants stipulate and agree that they enter into this Stipulation voluntarily and
22 without coercion, and acknowledge that no promises, threats or assurances have been made by
23 Plaintiff or any officer, or agent thereof to induce him to enter into this Stipulation.

24 **SPECIFIC RELIEF IN THE JUDGMENT STIPULATED TO BY THE PARTIES**

25 1. Defendants Ronald M. Wilson, Rome Finance Company (GA), LLC and William
26 Collins, and their agents, employees, attorneys in fact in their capacities as such, and all persons
27 acting in concert or participating with them, shall be and are hereby permanently enjoined from
28 engaging in, committing, aiding and abetting, or performing directly or indirectly, by any means

1 whatsoever, any of the following acts:

2 a. Violating California Financial Code Section 22100 by engaging in the business
3 of a finance lender or broker without obtaining a license from the Commissioner.

4 b. Violating Corporations Code section 25110 by offering and/or selling
5 unqualified, non-exempt securities in or from California;

6 c. Violating Corporations Code section 25401 by offering and/or selling
7 securities by means of written or oral communications containing false statements or omissions;

8 d. Charging more than 10% per annum on any contracts or consumer paper
9 acquired on or before April 25, 2009;

10 e. Removing, destroying, mutilating, concealing, altering, transferring or
11 otherwise disposing of, in any manner, any books, records, computer files, correspondence,
12 brochures, manuals or any other writings or documents of any kind as defined under Evidence Code
13 Section 250 relating to the transactions and course of conduct as alleged in the Complaint filed in this
14 action, that are in the possession, custody or control of Defendants for a period of four years from the
15 date of the entry of the Judgment.

16 2. Defendants agree to remove all of the negative credit reports relating to any contract
17 owned by Defendants of any consumer who successfully makes 12 consecutive payments under the
18 new (10%) terms of their contract.

19 3. Defendants acknowledge that Plaintiff and Defendants have entered into a certain
20 Settlement Agreement and Mutual Release of Claims requiring payment of civil penalties as set out
21 in paragraph 2 of that agreement. Defendants also acknowledge that they have executed a stipulation
22 amending the judgment in this matter to include a judgment for civil penalties against defendants, and
23 each of them, if defendants fail to cure a default in the payment schedule after notice as set out in
24 paragraphs 2 and 3 of the Settlement Agreement and Mutual Release of Claims.

25 4. Defendants acknowledge that the entry of the Judgment pursuant to this
26 Stipulation shall not preclude any other federal, state, or county agency from initiating any other
27 prosecution based upon the allegations contained in the Complaint in the above-entitled case or based
28 on any other acts by the Defendant that may violate California or federal law.

