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FILED
September 19 2011
K. TORRES CLERK OF THE COURT
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA
By C. GREEN , Deputy Clerk

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

12 PRESTON DuFAUCHARD) CASE NO.: C 10-01858
13 CALIFORNIA CORPORATIONS)
14 COMMISSIONER,) (~~PROPOSED~~) JUDGMENT OF PERMANENT
15 Plaintiff,) INJUNCTION AND OTHER ANCILLARY
16 vs.) RELIEF AS TO DEFENDANTS RONALD. M.
17) WILSON, ROME FINANCE COMPANY
18) (GA), LLC AND WILLIAM COLLINS
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Plaintiff, the People of the State of California, by and through Preston DuFauchard, California Corporations Commissioner ("Plaintiff" or "Commissioner") has filed a First Amended Complaint against Defendants Ronald M. Wilson, Rome Finance Company (GA), LLC and William Collins ("Defendants").

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

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

3 C. Defendants have read the First Amended Complaint, the Stipulation for Judgment of
4 Permanent Injunction and Other Ancillary Relief and this proposed Judgment of Permanent
5 Injunction and Other Ancillary Relief as to Defendants, and each of them. The Stipulation to this
6 Judgment is attached hereto as Ex. 1.

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

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

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

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

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

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

25 **PURSUANT TO STIPULATION OF THE PARTIES AND GOOD CAUSE**
26 **APPEARING THEREFOR, IT IS HEREBY ADJUDGED, ORDERED AND DECREED THAT**
27 **JUDGMENT BE ENTERED AS FOLLOWS:**

28 1. Defendants Ronald M. Wilson, Rome Finance Company (GA), LLC and William

1 Collins, and their agents, employees, attorneys in fact in their capacities as such, and all persons
2 acting in concert or participating with them, shall be and are hereby permanently enjoined from
3 engaging in, committing, aiding and abetting, or performing directly or indirectly, by any means
4 whatsoever, any of the following acts:

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

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

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

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

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

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

22 3. Defendants acknowledge that Plaintiff and Defendants have entered into a certain
23 Settlement Agreement and Mutual Release of Claims requiring payment of monetary damages as set
24 out in paragraph 2 of that agreement. Defendants also acknowledge that they have executed a
25 stipulation amending the judgment in this matter to include a judgment for monetary damages against
26 defendants, and each of them, if defendants fail to cure a default in the payment schedule after notice
27 as set out in paragraphs 2 and 3 of the Settlement Agreement and Mutual Release of Claims.
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4. Nothing in this Judgment in this matter, shall preclude the Commissioner, or his agents or employees, to the extent authorized by law, from referring any evidence or information regarding this matter to any district attorney or any other state or federal law enforcement official, or from assisting, cooperating, or co-prosecuting with regards to any investigation and/or action brought by any other federal, state or county agency. Nothing in this Judgment in this matter shall bind or otherwise prevent any other federal, state or county agency from the performance of its duties.

5. The parties stipulate and agree that each party shall bear its own costs.

6. The parties stipulate and agree that this Court shall retain jurisdiction of this action in order to implement and enforce the terms of this Stipulation and the entry of the Judgment pursuant thereto, and to entertain any suitable application or motion for additional relief or modification of any order made herein within the jurisdiction of the Court.

DATED: 8/3/11

LAUREL S. BRADY
JUDGE OF THE CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF CONTRA COSTA