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DEPARTMENT OF BANKING AND SECURITIES
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COMMONWEALTH OF PENNSYLVANIA :
DEPARTMENT OF BANKING AND :
SECURITIES, BUREAU OF SECURITIES :
LICENSING, COMPLIANCE AND :
ENFORCEMENT :
v. :
JAMIE PATRICK LINKOWSKI :

Docket No. : 14 0036 (SEC-CAO)

2014 AUG 20 PM 3:45
PA DEPARTMENT OF
BANKING AND SECURITIES

FILED

CONSENT AGREEMENT AND ORDER

The Commonwealth of Pennsylvania, acting through the Department of Banking and Securities ("Department"), Bureau of Securities Licensing, Compliance and Enforcement ("Bureau") has conducted an investigation of the securities activities of Jamie Patrick Linkowski ("Linkowski") pursuant to the Pennsylvania Securities Act of 1972, 70 P.S. §1-101, et. seq. ("1972 Act") under docket numbers 2012-09-09 and 2013-07-02 (the "Investigations"). Linkowski has cooperated in the Department's Investigations. Linkowski neither admits nor denies the allegations herein.

The parties hereto, intending to be legally bound, hereby agree to the terms of this Consent Agreement and Order ("Order").

BACKGROUND

1. The Department is the Commonwealth of Pennsylvania's administrative agency authorized and empowered to administer and enforce the 1972 Act.

2. The Bureau is primarily responsible for administering and enforcing the 1972 Act for the Department.

3. Linkowski, CRD #1854052, was, at all times material herein, an individual with a residential address at 1524 Vallimont Drive, Pittsburgh, Pennsylvania 15234. Linkowski currently has a business address at 1910 Cochran Road, Suite 620, Pittsburgh, Pennsylvania 15220.

4. From in or about 2001 through the present, Linkowski has been registered pursuant to Section 301 of the 1972 Act, 70 P.S. § 1-301 as an investment adviser representative for a federally covered investment adviser, PrimeSolutions Advisors, LLC, CRD #110085 (“PrimeSolutions”).

5. From in or about 2001 through the present, Linkowski was the president of PrimeSolutions.

6. From in or about 2005 through the present, in addition to operating as an investment adviser representative for PrimeSolutions, Linkowski has been an “affiliate” of “issuers” as those terms are defined by Sections 102(b) and 102(l) of the 1972 Act, 70 P.S. §§ 1-102(b) and 1-102(l), respectively (and as those terms are now defined throughout this Order).

7. From in or about 2005 through the present, certain “issuers” with whom Linkowski has been “affiliated” are start-up businesses or enterprises, and other “issuers” constitute “pooled investment vehicles,” as that term is defined by the Investment Company Act of 1940 (“the ICA”) Sections 80a 3(a), 3(c)(1) and 3(c)(7), 15 U.S.C. § 80a 3(a), § 80a 3(c)(1) and §80a 3(c)(7).

8. From in or about 2005 through the present, Linkowski has been “affiliated” with, an owner of, an investor in, had a business relationship with and/or a creditor to, certain companies including, but not limited to: OV Development, LLC (“OVD”); OV Development II, LLC; OV Technologies, LLC; OneVision Scientific, LLC; OneVision Enterprises, LLC; OneVision

Solutions Group, LLC; OneVision Worldwide, LLC; Link Telecom, LLC; Keystone Fiduciary Services, LLC; Total Green World, LLC; Green World Outdoors, LLC; Green World Energy, LLC; Green World Technologies, LLC; Green World Resources, LLC; Green World Analytic Testing, LLC; Green World Development, LLC; SSI Latina; CBA Environmental Holdings, LLC; CBA Operations, LLC, CBA Services, LLC; CBA Europe, LLC; CBA Biosolids, LLC; Refined Coal Solutions¹, LLC; American Biofuels, LLC; 225 Ross Street, LLC; Brec Associates, LLC; LCV Capital Management; Buckeye Alternative Energy; Ascende Group; OnDemand Energy Solutions; USID Systems; Tarheel Research, Ltd; DES International, Ltd.; Universal Genesis; Checkpoint Carcare; PRIMESolutions Advisors, LLC; Covington Coal; C-Leveled, LLC; PrimeSolutions Ventures, LLC; -Pense Production, LLC; Gary Reinert; and Tom Cooper.

9. From in or about 2005 through the present, as an “affiliate” of the “issuers” referenced in Paragraph 8, Linkowski also has been an “agent” as that term is defined by Section 102(c) of the 1972 Act, 70 P.S. §1-102(c) and is defined throughout this Order.

10. From in or about 2005 through the present, Linkowski has not been registered as an “agent” to any of the “issuers” referenced in Paragraph 8, nor has he been registered as an “agent” to any “broker-dealer,” as the term “broker-dealer” is defined by Section 102(e) of the 1972 Act, 70 P.S. §1-102(e).

The Offers and Sales of Notes in OVD Development, LLC

11. From in or about 2005 through the present, Linkowski has “controlled” OVD, as that term is defined by Section 102(g) of the 1972 Act, 70 P.S. 1-102(g) (and is now defined throughout this Order), and has been the sole “affiliate” of OVD.

¹ Collectively, CBA Environmental Holdings, LLC; CBA Operations, LLC, CBA Services, LLC; CBA Europe, LLC; CBA Biosolids, LLC; Refined Coal Solutions are referred to as the “CBA Companies.”

12. From in or about 2005 through the present, Linkowski invested more than \$1 Million in OVD.

13. From in or about 2005 through the present, OVD invested money into a company, CBA Environmental Holdings, LLC ("CBA"), which is a specialty environmental remediation company.

14. In July 2006, OVD and CBA had entered into a Senior Secured Convertible Promissory Note ("Senior Note") in which CBA, in exchange for the payment of \$500,000 by OVD, promised to repay OVD the principal amount plus interest at the rate of 7% per annum on June 26, 2008 unless OVD has exercised its right to convert the note to 25% of CBA's outstanding stock.

15. In the fall of 2006, Linkowski offered² two Pennsylvania Residents ("PA Residents"), an investment opportunity in OVD. The PA Residents were/are Accredited Investors.³

16. In January 2007, Linkowski loaned \$500,000.00 to OVD, which in turn was invested in CBA.

17. In January 2007, CBA and OVD entered into an Assignment of Senior Secured Convertible Promissory Note and Guaranty and Security Agreement and CBA Founders Subscription Agreement ("Subscription Agreement"), whereby OVD agreed to assign all rights in the Senior Note to CBA, and to pay an additional \$200,000 to CBA, in exchange for 50% of the membership units of CBA.

18. In January 2007, CBA and OVD entered into a Promissory Note ("CBA Note"), in which OVD paid \$500,000 to CBA and CBA promised to repay the funds plus interest at a rate of

² As defined in Section 102(r)(ii) of the 1972 Act, 70 P.S. §1-102(r)(ii).

³ As defined in the Securities Act of 1933.

8% per annum the earlier of 1) sufficient capital invested by new members or 2) one-half in June 2007 and one-half in December 2007.

19. In March 2007, Linkowski, on behalf of OVD, sold convertible promissory notes ("Notes") in OVD to the two PA Residents for \$250,000 each, for a total of \$500,000. The Notes constitute "securities" as that term is defined by Section 102(t) of the 1972 Act, 70 P.S. §1-102(t).

20. The Notes expressly provide that:

- a. They could be called by the PA Residents at any time after January 1, 2009;
- b. The proceeds of the Notes would be used by OVD to repay Linkowski \$500,000 of personal funds which he had loaned to OVD for CBA; and
- c. CBA was a start-up company with ownership of patented intellectual property.

21. In connection with the offer and sale of the Notes to the PA Residents, OVD, CBA, and the PA Residents entered into a term sheet identified as Term Sheet O.V. Development, LLC/MD ("Term Sheet") which sets forth "the fundamental terms of the proposed loan and/or investment" of the PA Residents. The Term Sheet describes the Note as "an unsecured, promissory note, accruing interest at 8% per annum with the right to convert to OVD units...[.]"

22. The Term Sheet describes the modification of the CBA Note in the event the PA Residents (referred to in all relevant OVD agreements as "MD's") exercise their right of conversion:

CBA Holdings is currently indebted to OVD pursuant to a \$500,000 Promissory Note (the "CBA Note"). In conjunction with the execution of the Note, CBA Holdings and OVD will cause the CBA Note to be amended to include the right of OVD to convert the CBA Note into CBA Holdings Units upon MD's conversion of the Note.

23. The Term Sheet also provides for the specific conversion rights of the PA

Residents:

MD would have the right at any time to cause the Note to be converted into 94.3 OVD Units (or an equivalent amount in the event of OVD's recapitalization). Upon MD's election to convert, OVD will have a corresponding right and obligation to convert the CBA Note to acquire 15 Units in CBA Holdings. (Note, CBA Holdings is actively seeking a capital investment, merger or acquisition to raise additional capital, and that such capital investment, merger or acquisition may affect the Company's conversion rights). MD's conversion rights contemplated herein shall be expressly conditioned on MD agreeing to execute OVD's Operating Agreement.

24. The Term Sheet also sets forth the specific ownership interests in both OVD and CBA upon the conversion.

25. The PA Residents entered into the Notes in March 2007 on the same date as the Term Sheet.

26. The Notes provide for conversion rights of the PA Residents in OVD Units, but the Notes are silent regarding any rights to CBA Units upon conversion.

27. The Notes provide for certain protections for the PA Residents so long as the Notes remain outstanding, including the following provisions:

Capital Structure. In the event OVD should, at any time after the date of issuance of this Note, and with 15 days prior written notice to the Lender, undergo (i) a change in capital structure, either through a split, sale or subdivision of the outstanding interests or a reissuance of its membership interests; or (ii) any other capital reorganization, reclassification, consolidation, merger or sale of all or substantially all of OVD's assets to another person or entity, OVD will make appropriate provisions to insure that the Lender will thereafter have the right to acquire and receive, in lieu of the Conversion Interests, other securities of comparable value immediately acquirable and receivable by the Lender upon the conversion of this Note.

Consent of Lender. So long as this Note remains outstanding, OVD will notify Lender and obtain the Lender's consent for (i) any amendment or change of the rights, preferences, privileges or powers of, or the restrictions

provided for in this Note; (ii) any action that authorizes, creates or issues membership interests in OVD or any note having preferences superior to or on a parity with the Notes; (iv) any amendment of OVD's Operating Agreement that adversely affects the rights of the Note; (vii) material changes in the OVD's business plan.

28. The Notes further provide that so long as the Notes are outstanding, OVD will deliver to the PA Residents (i) annual financial statements within 90 days after the end of each fiscal year, and (ii) an annual budget within 30 days prior to the end of each fiscal year.

29. In March 2007, CBA and OVD entered into an Amended Promissory Note ("Amended Note") which amends the CBA Note and provides that OVD may at any time prior to payment in full, convert all or any portion of the outstanding balance into CBA Membership Units.

30. Under the terms of the Amended Note, OVD may exercise its conversion rights at any time. The Amended Note does not address the PA Residents' investment and, contrary to the Term Sheet, does not include the right of OVD to convert the CBA Note into CBA Units "upon MD's conversion of the Note."

31. OVD never provided any financial statements or budgets to the PA Residents.

32. During the terms of the Notes, Linkowski expressed to the PA Residents that the PA Residents were "out of the money" and therefore it was not the right time to convert into OVD Units.

33. In February 2009, less than two months after the Notes matured, OVD and CBA entered into a Membership Interest Purchase Agreement and Licensing Agreement ("Membership Interest Transaction"), in which OVD agrees to sell to CBA its 50% interest in CBA in exchange for a licensing agreement that granted OVD exclusive and non-exclusive rights to the patented technology and also contained a "claw back" provision that would reverse the transaction if CBA failed to obtain new, additional financing and failed to construct two pilot plants.

34. The Membership Interest Transaction constitutes an event which triggers the notice requirement to the PA Residents in the Notes. However, the PA Residents were not notified of this or any other event.

35. The Membership Interest Transaction constitutes an event which triggers the requirement to obtain consent of the PA Residents in the Notes. However, the PA Residents were never informed of this or any other transaction associated with OVD; nor were they asked for their consent to any transaction associated with OVD.

36. Staff's investigation has also determined that:

a. The Membership Interest Transaction was a material change to the terms and conditions of the Notes;

b. Linkowski's failure to inform the PA Residents and/or to obtain their consents to the Membership Interest Transaction violates the terms of the Notes; and

c. The PA Residents were not been informed of the possible negative financial effects of the Membership Interest Transaction upon the Notes.

37. Staff's investigation also has determined that:

a. At all times material herein, CBA has generated little, if any, revenue;

b. The Notes are in default, and have been since 2007;

c. The PA Residents were never repaid any principal or interest from the Notes; and

d. In accordance with the express terms of the Notes, Linkowski used the proceeds of the Notes to immediately repay himself on the \$500,000 loan he had made into OVD.

38. In or about 2009 – 2011, the PA Residents sought payment under the Notes from OVD but no repayment occurred.

39. Staff's investigation has determined that:

a. To date, the PA Residents have not exercised their Conversion Rights pursuant to the Notes;

b. To date, the PA Residents have received no payments of any kind (principal or income) on the Notes;

c. To date, the PA Residents have received no financial statements, budgets, or Operating Agreements from OVD; and

d. The only economic result from the Notes which has been evidenced by staff has been that per the terms of the Term Sheets and Notes, OVD paid to Linkowski a portion of the \$500,000 proceeds of the Notes.

VIOLATIONS

40. By engaging in the acts and conduct set forth in paragraphs 4 through 39 above, Linkowski has violated Section 301(a) of the 1972 Act, 70 P.S. § 1-301(a).

41. By engaging in the acts and conduct set forth in paragraphs 4 through 39 above, Linkowski has violated Section 301(b) of the 1972 Act, 70 P.S. §1-301(b).

42. By engaging in the acts and conduct set forth in paragraphs 4 through 39 above, Linkowski is subject to sanctions under Section 305(a)(ix) of the 1972 Act, 70 P.S. § 1-305(a)(ix).

AUTHORITY

43. The Department has authority in Section 305(a) of the 1972 Act to deny, suspend, revoke or condition a registration, see 70 P.S. §1-305(a).

44. The Department has authority in Section 512(a) of the 1972 Act to permanently bar Linkowski, from certain conduct, see 70 P.S. § 1-512(a).

45. The Department has authority in Section 602.1(b) of the 1972 Act to assess legal and investigative costs to a person upon whom the Bureau has conducted an examination, audit, investigation or prosecution, *see* 70 P.S. § 1-602.1(b).

46. The Department has authority in Section 602.1(c) of the 1972 Act to impose an administrative assessment against an investment adviser representative registered under section 301 where the Department determines that the person willfully has violated the 1972 Act or a rule or order of the Department under the 1972 Act or has engaged in dishonest or unethical practices in the securities business or has taken unfair advantage of a customer; or against a person who wilfully violates Section 301 of the 1972 Act, *see* 70 P.S. § 1-602.1(c).

RELIEF

47. Pursuant to the authority in Section 512(a)(1), (2), and (5) of the 1972 Act, 70 P.S. §1-512(a)(1), (2), and (5), the Department hereby PERMANENTLY BARS Jamie Patrick Linkowski commencing upon the EFFECTIVE DATE of this Order from:

- a. Representing an issuer offering or selling securities in this State;
- b. Acting as promoter, officer, director or partner of an issuer (or an individual occupying a similar status or performing similar functions) offering or selling securities in this State⁴; and
- c. Relying upon an exemption from registration contained in section 202, 203 or 302.

⁴ Only as to this CAO and Order, nothing herein is intended to limit or bar Linkowski from (a) performing services as a Federally covered adviser as defined in 102(f.1) of the 1972 Act, (b) from advising others for compensation as to the value of securities or as to the advisability of investing in, purchasing or selling securities, or (c) from holding any position with a public or private company so long as he is not directly or indirectly engaged in offering or selling securities as a part of such position.

48. Within five days of the Effective Date of this Order, as defined by Paragraph 58, Jamie Patrick Linkowski is ORDERED to pay an administrative assessment in the amount of \$25,000 pursuant to Section 602.1(c) of the 1972 Act, 70 P.S. § 1-602.1(c). Payment shall be made by certified check or money order that is made payable to the "Department of Banking and Securities" and shall be mailed or delivered, in person, to the Bureau of Licensing, Compliance and Enforcement located at 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

49. Within five days of the Effective Date of this Order, as defined by Paragraph 58, Jamie Patrick Linkowski is ORDERED to pay legal and investigative costs in the amount of \$25,000 pursuant to Section 602.1 (b) of the 1972 Act, 70 P.S. § 1-602.1 (b). Payment shall be made by certified check or money order that is made payable to the "Department of Banking and Securities" and shall be mailed or delivered, in person, to the Bureau of Licensing, Compliance and Enforcement located at 17 N. Second Street, Suite 1300, Harrisburg, PA 17101.

50. Jamie Patrick Linkowski is ORDERED to comply with the 1972 Act, and its Regulations as adopted by the Department, 70 P.S. §1-101, et. seq.

51. Should Jamie Patrick Linkowski fail to pay the costs as set forth in paragraph 49 above and/or the administrative assessment as set forth in paragraph 48 above, the sanctions set forth elsewhere in the Order shall continue in full force and effect until full payment is made. However, this provision shall not be construed as affording Jamie Patrick Linkowski the option of either paying the costs and assessment or being indefinitely subjected to the sanctions.

52. Should Jamie Patrick Linkowski fail to comply with any or all provisions of this Order, the Department may impose additional sanctions and costs and seek other appropriate relief subject to his right to a hearing pursuant to the 1972 Act.

53. Jamie Patrick Linkowski has represented that he has made certain payments to certain PA Residents related to the Notes.

FURTHER PROVISIONS

54. Consent. Linkowski hereby knowingly, willingly, voluntarily and irrevocably consents to the entry of this Order pursuant to the Department's authority under the 1972 Act and agrees that he understands all of the terms and conditions contained herein. Linkowski, by voluntarily entering into this Order, waives any rights to a hearing or appeal concerning the terms, conditions and/or penalties set forth in this Order.

55. Entire Agreement. This Order contains the entire agreement between the Department and Linkowski. There are no other terms, obligations, covenants, representations, statements, conditions, or otherwise, of any kind whatsoever concerning this Order. This Order may be amended in writing by mutual agreement by the parties. This Order resolves all matters relating to the PA Residents, OVD and the CBA Companies.

56. Binding Nature. The Department and Linkowski and all heirs and assigns of him intend to be and are legally bound by the terms of this Order.

57. Counsel. This Order is entered into by the parties upon full opportunity for legal advice from legal counsel.

58. Effectiveness. Linkowski hereby stipulates and agrees that the Order shall become effective on the date that the Bureau executes the Order ("Effective Date").

59. Other Enforcement Action.

a. The Department reserves all of its rights, duties, and authority to enforce all statutes, rules and regulations under its jurisdiction against Linkowski in the future regarding all matters not resolved by this Order; and

b. Linkowski acknowledges and agrees that this Order is only binding upon the Department and not any other local, state, or federal agency, department or office regarding matters within this Order.

c. Linkowski acknowledges and agrees that this Order does not preclude any other agency or from instituting administrative, civil or criminal proceedings that may be related to matters addressed by this Order.

d. The parties agree that this Order does not constitute any admission of wrongdoing on the part of Linkowski.

60. Authorization. The parties below are authorized to execute this Order and legally bind their respective parties.

61. Counterparts. This Order may be executed in separate counterparts, by facsimile and by PDF.

62. Titles. The titles used to identify the paragraphs of this document are for the convenience of reference only and do not control the interpretation of this document.

63. Finding. The Department finds that it is necessary and appropriate, in the public interest and for the protection of investors, and consistent with the purposes fairly intended by the policy and provisions of the 1972 Act to issue this Order.

WHEREFORE, in consideration of the foregoing, including the recital paragraphs, the Commonwealth of Pennsylvania, Department of Banking and Securities, Bureau of Securities,

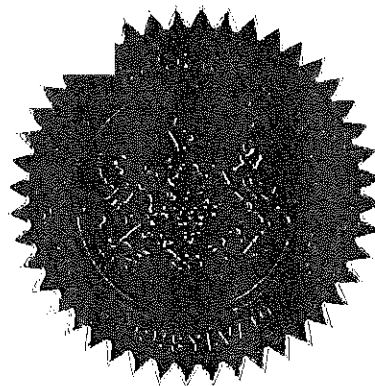
Licensing, Compliance and Enforcement and Jamie Patrick Linkowski, intending to be legally bound, do hereby execute this Consent Agreement and Order.

**FOR THE COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF BANKING AND SECURITIES,
BUREAU OF SECURITIES LICENSING, COMPLIANCE AND ENFORCEMENT**

James Klutinoty, Chief, Western Region

Date: 8/19/2014

JAMIE PATRICK LINKOWSKI



(Signature)

Jamie P. Linkowski

(Print Name)

Date: _____