

**ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF MARYLAND**

IN THE MATTER OF: * No. 2013-0089

TIMOTHY J. COLLINS *
D/B/A RETRO WALL STREET *
ADVISORS, *et al.* *

Respondents. *

* * * * *

CONSENT ORDER

WHEREAS, the Maryland Securities Commissioner (the “Securities Commissioner”), pursuant to the authority granted in section 11-701 of the Maryland Securities Act, Md. Ann. Code, Corps. & Ass’ns, §§11-101, *et seq.* (2014 Repl. Vol.) (the “Securities Act”), conducted an investigation into the activities of Timothy J. Collins, CRD #11447756 (“Collins”), d/b/a Retro Wall Street Advisors (“RWSA”), Collins Capital Advisors, LLC (“CCA”), Clarus Capital Partners, LLC (“CCP”) and Tangletrade Management, LLC (“Tangletrade”) (collectively, “Respondents”); and

WHEREAS, on the basis of that investigation, the Securities Commissioner issued an Order To Show Cause ordering Respondents to show cause why Respondents should not be barred permanently from engaging in the securities and investment advisory business in Maryland, and why a monetary penalty should not be entered against Respondents has determined that grounds exist to allege that Respondents have engaged in acts or practices

constituting violations of the Securities Act; and

WHEREAS, on March 25, 2015, the Securities Commissioner issued a Final Order To Cease And Desist And Order Of Bar against Respondents, finding that Respondents had violated sections 11-301, 11-302, 11-303, 11-401, 11-411(d) and 11-501 of the Securities Act, and ordering Respondents to cease and desist from further violations of the Securities Act and to pay a civil monetary penalty of more than \$500,000; and

WHEREAS, without holding a hearing and without trial or adjudication of any issue of fact or law, the Securities Commissioner and Respondents have reached an agreement to resolve this matter; and

WHEREAS, Respondents, without admitting or denying any of the Securities Commissioner's findings of fact or conclusions of law, except that Respondents expressly consent to the Securities Commissioner's jurisdiction in this proceeding pursuant to section 11-701.1 of the Securities Act and to the terms of this Order; and

WHEREAS, the Securities Commissioner has determined that it is in the public interest to issue this Consent Order.

NOW, THEREFORE, THE SECURITIES COMMISSIONER FINDS:

I. JURISDICTION AND VENUE

1. The Securities Commissioner has jurisdiction in this proceeding pursuant to section 11-701.1 of the Securities Act.

II. RESPONDENTS

Respondent Collins

2. At all times relevant to the facts contained in this Order, Respondent Collins has been a resident of Maryland and/or Texas.

3. From October 22, 2002 to July 28, 2004, Respondent Collins was registered in Maryland as a broker-dealer agent affiliated with Jefferson Pilot Securities Corporation (“Jefferson Pilot”). From September 15, 2003 to July 28, 2004, Collins was registered in Maryland as an investment adviser representative affiliated with Jefferson Pilot. From October 18, 2002 to July 28, 2004, Collins was registered with FINRA as a general securities representative affiliated with Jefferson Pilot. At the time he was hired by Jefferson Pilot until his termination, Collins was a resident of Maryland. According to his filings, Respondent was fired by Jefferson Pilot because he “failed to comply with firm policy regarding participation in an outside business activity.”

4. From April 7, 2005 to December 16, 2008, Respondent Collins was registered in Maryland as a broker-dealer agent affiliated with H. Beck, Inc. (“H. Beck”). From April 6, 2005 to December 16, 2008, Collins was registered with FINRA as a general securities representative affiliated with H. Beck. At the time he was hired by H. Beck, Collins was a resident of Texas, however, he later became a resident of Maryland. According to his filings, Collins was a Maryland resident from December 2005 to October 2006. Respondent was not registered as an investment adviser representative affiliated with H. Beck in the State of Maryland at any time during his affiliation with H. Beck.

5. From July 31, 2007 to December 31, 2009, Respondent Collins was registered in

Maryland as an investment adviser representative affiliated with Collins Capital Partners, LLC, which later became Clarus Capital Partners, LLC. Before becoming so registered, Collins signed an Undertaking that he had not done business without being registered.

6. From March 15, 2010 to September 9, 2013, Respondent Collins was registered in Texas as an investment adviser representative affiliated with Respondent Tangletrade Management, LLC, which he owned and operated.

7. On February 11, 2013, Respondent Collins applied for registration in Texas as an investment adviser affiliated with RWSA. As of the date of this Order, that registration has not been approved.

8. Respondent Collins currently operates an RWSA investment advisory online financial information service, and is a contributing analyst for *The Street*, offering similar services.

Respondent Collins Capital Advisors, LLC

9. Respondent CCA was a limited liability company formed in Texas in May 2007, and registered with the Maryland State Department of Assessments and Taxation (“SDAT”) to do business in Maryland in July 2007. The “nature of business in Maryland” was listed as “[p]rovide financial consultation services.” CCA’s registration with SDAT was forfeited in November 2009. Collins signed the paperwork filed with SDAT on behalf of CCA.

10. CCA was also known as Clarus Capital Partners, LLC. Regulatory filings identify Collins as CCP’s “Managing Member” and “Chief Compliance Officer.”

11. From October 4, 2007 to December 31, 2009, CCP was registered in Maryland as an investment adviser. From July 31, 2007 to December 31, 2009, and from January 21, 2010 to

December 31, 2010, CCP was registered in Texas as an investment adviser. According to regulatory records, the firm's failure to renew its investment adviser registrations in Maryland and Texas were in each instance due to "insufficient funds in renewals account."

Respondent Tangletrade Management LLC

12. Respondent Tangletrade is a limited liability company formed in Texas in October 2009. Collins was a principal of Tangletrade – its managing member. Under Collins, Tangletrade managed numerous funds, including Tetracore Capital Fund LP and Triplicity Capital Fund LP. Tangletrade is not now nor has it ever been registered in Maryland or in any other state as a broker-dealer or investment adviser.

III. FINDINGS OF FACT

13. While registered with the Securities Division, Respondent Collins and/or his companies engaged in unsuitable transactions and selling away activities on behalf of numerous individuals, including widowed senior citizens.

Respondent's Dealings with JMB

14. Maryland resident JMB is a senior citizen who is now in her early 70's. In approximately 2000, JMB and her husband, JM, began working with investment adviser Collins. In 2003, Collins caused JM to transfer via a 1035 exchange from a variable annuity issued by TransAmerica Life Insurance Company ("TransAmerica") to a deferred variable annuity with ING with a lower death benefit. In 2005, JM passed away and because of the 1035 exchange, JMB was unable to benefit from the higher death benefit offered by the original TransAmerica variable annuity.

15. JMB trusted Collins, particularly in the wake of her husband's death, and she relied upon his financial recommendations. Collins sometimes requested that JMB sign blank forms, and JMB complied. For example, in November 2005 Collins faxed an otherwise blank annuity form page for JMB's signature, which she returned to him. Collins provided the form using a fax cover sheet with the message included: "Please sign where indicated and fax back Please let me know anything else you need. Love, Tim" (emphasis in original).

16. In late 2005, after Collins became affiliated with H. Beck, he represented in a handwritten correspondence to JMB that she had a \$50,000 investment in "Cole notes." H. Beck, however, does not have any record of an investment in Cole notes having been made on behalf of JMB through H. Beck, although the firm did have selling agreements with respect to Cole Collateralized Senior Note issues I, II, III and IV. Other than Collins' handwritten memo, JMB does not have any evidence of a Cole note investment having been made on her behalf. H. Beck does not have any record of the handwritten memo referencing "Cole notes."

17. In approximately 2006, Collins opened accounts for JMB at H. Beck. The account records reflected a desire for "moderate" risk exposure and the financial objective of "income." Collins purchased investments on behalf of JMB, including high yield funds, limited partnership investments, index funds and other similar types of investments. Although many of the purchases were listed as "unsolicited," the investments were not initiated by JMB, who trusted and relied upon Collins to make recommendations for the account.

18. In 2006, Collins offered and sold JMB and other H. Beck clients an investment in a real estate "joint venture". JMB invested at least \$45,000 in the joint venture, and possibly other monies as well. JMB provided Collins with a \$45,000 cashier's check drawn on BB&T

Bank in March 2006, payable to Collins personally. Collins told JMB and other clients that he was investing their money in a North Carolina residential rental property. Collins advised that profits from the rental would be split amongst investors in the joint venture.

19. JMB's joint venture investment through Collins was not carried on H. Beck's books and records. Collins did not provide JMB with any investment agreement, disclosure documents or account statements relating to the joint venture. On information and belief, the North Carolina property referred to by Collins was actually a residential property he purchased with his wife, titled in their names, in March of 2006.

20. In June of 2007, Collins began investing in options in JMB's H. Beck account. The options agreement was dated June of 2007. Collins falsely represented on the options agreement form that JMB had three years' experience trading options, and that she did five to ten options trades per year. Collins accurately represented that JMB was a widow. Options trading on behalf of JMB was unsuitable in light of her financial situation and objectives.

21. In November 2007, Collins and his advisory company CCA opened an account for JMB at Interactive Brokers, an online trading company. Collins had access to JMB's password and third party trading authorization. Collins set up JMB's account so that JMB did not receive account statements by mail, only via online access. Collins recognized that JMB would not have access to the account statements, as she did not have a computer nor did she have the acumen to otherwise access the account.

22. In establishing the Interactive Brokers account, Collins falsely claimed on the Interactive Brokers' new account form that JMB had "extensive" knowledge regarding stock, bond and options trading, and that her financial objectives were growth, trading profits and

hedging. Those were not JMB's financial objectives. Collins also established an Interactive Brokers margin account for JMB – likewise unsuitable.

23. JMB's Interactive Brokers account lost money. Also, Collins caused numerous withdrawals to be made from JMB's Interactive Brokers account, including a \$100,000 withdrawal in April 2008, which Collins claimed was necessary for the purpose of completing a reverse mortgage. Collins failed to explain why JMB was required to contribute cash to a reverse mortgage transaction or why the reverse mortgage was advisable.

24. At one point in time while he was her financial adviser, Collins borrowed money from JMB, however, no loan documents were drawn nor was any written memorialization of the loan ever made. JMB has never received payment from Collins on the loan.

25. While affiliated with H. Beck, Collins caused JMB to liquidate her interest in suitable investments, including her deceased husband's pension(s) and certain annuities. In turn, Collins caused JMB to make numerous illiquid and/or otherwise unsuitable investments, including real estate investment trusts and limited partnerships. Among those were:

<u><i>Name of Investment</i></u>	<u><i>Date</i></u>	<u><i>Amount</i></u>
Behringer Harvard REIT	July 2005	\$150,000
AmReit Monthly Inc. & Gr. III Ltd.	January 2006	\$50,000
Cypress Equipment Fund XII LLC	February 2006	\$100,000
Cypress Income Fund III	June 2006	\$30,000
Leaf Equipment Leasing Inc. Fund III LP	June 2006	\$10,000
Cypress Equipment Fund XII LLC	August 2006	\$100,000
AmReit Monthly Inc. & Gr. III Ltd.	December 2006	\$25,000

26. Collins continued to give JMB financial advice in Maryland even after his securities registration with H. Beck, and his investment adviser registration with CCP, had terminated in Maryland.

27. In August 2010, Collins provided JMB with a letter regarding the joint venture. Collins represented that “[w]e’ve seen the property in NC, originally bought in the low \$380s, then transferred to an LLC to be refinanced in early 2007 receive an appraisal just over \$410K.” No appraisal or other paperwork was provided. Collins represented that the value of the house was in the “\$295-315K range.” He offered investors options, including for him “to buy back anyone’s ownership who would like to exit,” to “offer a swap of ownership from the house into the current financial management firm/hedge fund,” or to “sell the property.”

28. Eventually JMB received monies back from Collins in connection with the purported joint venture investment, including checks dated in 2010 and 2011 for under \$1,000 each, drawn on Collins’s personal Bank of America bank account, held jointly with his wife. Collins also drew checks from the same Bank of America account to others who were H. Beck customers, and deposited checks from those persons into another personal Bank of America account.

29. In 2011 or 2012, Collins gave JMB a check for approximately \$20,000, which purportedly represented a return of principal from the sale of the joint venture property, although the North Carolina property owned by Collins was actually sold in June 2007. The \$20,000 check accompanied an undated letter to JMB from Collins, stating that the monies provided represented “the final distribution from the joint venture.”

30. Collins represented to JMB that he still owed her monies in connection with the

joint venture investment, and that he would either invest those monies in Facebook stock or in a hedge fund. Collins never provided JMB with any documentation regarding an investment in Facebook stock, or in hedge fund shares. Collins operated several hedge funds, but he did not discuss any hedge fund in detail with JMB.

31. In 2011, JMB wrote to Collins to complain about the state of her investments through Collins and an associate, BM, and her dissatisfaction with Collins' investment advisory services. Collins wrote a four page letter with no letterhead, dated November 30, 2011, defending his investment recommendations to JMB and her deceased husband, JM. He advised that "a statute of limitations comes into play as well. We are talking about changes over 3 years old and in some cases transactions over 5 years old." Collins did not report JMB's written complaint to H. Beck, nor was it otherwise disclosed.

Collins' Dealings with RH

32. In an email to Maryland resident and advisory client RH in August 2004, Collins advised that he and a colleague's involvement with a particular insurance program caused a "disagreement" with Jefferson Pilot and "[d]ue to this disagreement, ties directly with Jefferson Pilot have been cut." In reality, Collins was fired by Jefferson Pilot for failing to comply with the firm's policies regarding outside business activities.

33. RH followed Collins as a customer from Jefferson Pilot to H. Beck. Shortly after joining H. Beck, Collins gave RH a deed of trust for residential real property located in Texas, at 2800 Welton Cliff Drive, Cedar Park, TX 78613. The deed of trust, dated March 30, 2005, claimed to secure a \$17,500 note investment dated March 7, 2005, which Collins executed in RH's favor with a promise to pay \$25,000 on or before December 31, 2006.

34. Despite the representations contained in the deed of trust, Collins did not have an interest in the real property located at 2800 Welton Cliff Drive. Nor did Collins arrange for any interest in the property to be conveyed to RH by any third party. Nor did Collins provide RH with any disclosure documents relating to the investment. Nor did Collins otherwise disclose the fact that at no time did Collins have an interest in the Welton Cliff Drive property.

35. Collins caused RH to invest \$25,000 in a joint venture for the purpose of investing in rental real estate and tax services. Collins provided RH with a signed joint venture agreement dated April 1, 2006. The agreement provided that the joint venture “shall be conducted under the name of TaxBack, Inc.” (“TaxBack”), a franchised tax service business. Collins did not provide RH with any disclosure documents relating to the joint venture or TaxBack, nor any evidence of real estate ownership pursuant to the joint venture.

36. The joint venture agreement between Collins and RH provided that “Collins Associates shall have the authority, without the need to consult [RH], to sell the property located at 401 Challenge Road, Raleigh, North Carolina 27603” – the property previously owned by Collins and his wife – “with distribution of proceeds to follow within 45 days as well as [to] market Taxback, Inc. [sic] in any manner approved by the TaxBack, Inc. franchise.” The document further stated that the North Carolina property would be held in Collins’ name as trustee.

37. The joint venture agreement promised RH a 30% share of profits from the joint venture generally, and 11.1% of “the net equity proceeds on the sale of the [North Carolina] property.” The agreement promised RH a monthly income in the form of dividend payments until the sale of the North Carolina property. The agreement apportioned losses between the

parties, providing that RH would be responsible for losses from the sale of the North Carolina property up to 11.1%, but not more than \$25,000 (the amount of his investment). Despite those provisions, RH was not made aware of the sale of the Challenge Road property.

38. In March 2009 Collins caused RH's \$70,000 Interactive Brokers IRA account to be transferred to Millenium Trust for investment in Tetracore Capital Fund, LP, a/k/a Triplicity Capital Fund, LP ("Triplicity"), a hedge fund managed by Collins. RH signed the paperwork despite the fact that he did not receive advance notice of the recommendation to transfer his IRA monies, nor disclosure that the hedge fund carried significant risks of loss of principal.

39. In August 2011, RH sent Collins an email stating that, to RH's surprise, Collins had set up an Interactive Brokers IRA account for him, containing more than \$1 million in trades. The volume of trading was of particular concern to RH because, as he communicated to Collins in the email, "I had no where [sic] the assets to do those kind of trades." RH also included in the email that the trading in that account had caused him to suffer a \$15,000 IRS tax lien.

40. In December 2011, RH complained to Collins via email about Collins' poor customer service and communications, and that his IRA account with Triplicity lost more than \$15,000 in principal within 45 days after being rolled over. He also complained that Collins did not adequately explain or disclose fees. He reminded Collins that despite his assurances that the Triplicity IRA custodial fees would be paid, RH was charged those fees.

41. From 2005 to the present, Collins communicated with RH via email regarding investments using his personal email address, timothyjcollins@msn.com, regardless of the fact that he was affiliated with various broker-dealers during much of that time, and firm policies required supervisory review of communications with customers.

42. In early 2014, RH received a \$25,000 check from Collins via certified mail, as well as a handwritten note stating that he had been trying to reach RH. The note did not state why Collins was providing RH with the out-of-the-blue payment.

Collins' Dealings with MG

43. H. Beck customer MG was one of Collins' clients. Like JMB, MG was a senior citizen, a widow and a Maryland resident.

44. In late 2008, Collins caused MG to open an IRA account at Interactive Brokers, funded by monies she received from her husband's annuity death benefit. Collins completed the paperwork to establish a margin account on MG's behalf. He falsely represented that MG had trading objectives of "growth" and "hedging," and that she had more than ten years experience trading stocks and bonds. The account engaged in active speculative trading.

45. In 2009, Collins moved the entirety of MG's Interactive Brokers IRA account to Millenium Trust for investment in Triplicity Capital Fund LP. Collins made the investment for MG without her knowledge or consent, notwithstanding that she was not qualified to be a hedge fund investor. Ultimately more than \$100,000 of MG's retirement savings was lost as a consequence of investing her monies in Triplicity.

46. In May 2010, Collins entered into a settlement agreement with MG in which he agreed to pay her \$95,000 to resolve her claims against him and his companies. To date, neither Collins nor CCP has disclosed the settlement to regulators.

Other Trading-Related Settlements

47. In May 2009, a customer initiated a FINRA arbitration against Collins and CCP in connection with a trading account opened at Interactive Brokers. The customer claimed that

Collins and CCP breached their fiduciary duty, engaged in negligence, and failed to make an independent inquiry of the customer's investment objectives and needs. In August 2010, the claim was settled.

48. In 2014, JMB initiated a FINRA arbitration against Collins and H. Beck in connection with his handling of her accounts at the firm. In March 2015 the claim was settled, and H. Beck agreed to pay JMB \$137,500.

Other Non-Disclosures

49. In January 2010, the IRS filed a \$7,516 tax lien against Collins in Texas. Collins did not report the lien to regulators on his Form U4.

50. In 2012, Collins' home at Lothian Drive in Cedar Park, Texas was foreclosed upon. Collins had purchased the property in June 2006 for \$489,307. The property was sold at auction in May 2012 for \$292,950. Collins did not report the foreclosure on his Form U4.

51. While affiliated with H. Beck, Collins engaged in various undisclosed outside business and selling away activities, including a business opportunity called "Taxback." He failed to report his activities on Form U4 as required under applicable law.

52. As of the date of the issuance of this Order, regulatory records reflect that Collins' only disclosed outside business activity has been acting as "an independent writer for a financial website" The disclosure further provides that "the business is conducted under his name as a sole proprietor. The address of this business is 1900 Little Elm Trail #145, Cedar Park, TX 78613. Mr. Collins devotes approximately 12-20 hours per week to this other business."

53. When Collins was affiliated with H. Beck, his initial Form U4 dated March 2005 referenced the sale of life settlements for Living Benefits Financial Service LLC as an outside

business activity. Later, in May 2006, the Form U4 disclosure was changed to: “insurance activity: fixed life, disability, fixed annuity, viatical/life settlements, long term care, group, volunteerism insurance agent”

54. In June 2007 Collins’ Form U4 was amended to include CCA as an employer effective May 2007. In September 2007 the outside business activity disclosure was changed to: “Mr. Collins is an independent insurance agent and the business is conducted under his name as a sole proprietor. The address of this business is 2805 Lothian Drive, Cedar Park, TX 78613. Mr. Collins devotes approximately 3-5 hours per month to this other business.”

55. Collins failed to provide JMB with a Form ADV Part II or the equivalent disclosure for Collins personally or for any of his affiliated advisory firms, including CCA.

56. Collins failed to provide H. Beck with copies of all of his correspondence with JMB and other customers, including certain handwritten correspondence outlining her and/or her husband’s investments, as required by H. Beck’s firm policies.

57. Collins had custody and control of investment advisory client monies, including JMB’s and RH’s joint venture investments and Interactive Brokers accounts, that he managed for more than five Maryland investors. Before July 2007 and after December 2009, Collins and CCA were not registered in Maryland as investment advisers and did not comply with the Maryland rules relating to custody of advisory client funds or securities. Furthermore, despite engaging in investment advisory activities prior to July 2007, Collins and CCA signed an undertaking representing that they had not transacted business as an investment adviser or financial planner in Maryland.

58. In response to a subpoena issued by the Securities Commissioner, Collins did not

provide any information regarding outside business activities other than his investment advisory activities at Interactive Brokers. Specifically, he did not disclose the joint venture investments with JMB and RH, the deed of trust investment with RH, or any other outside business activities.

IV. CONCLUSIONS OF LAW

THE SECURITIES COMMISSIONER, THEREFORE, CONCLUDES AS A MATTER OF LAW:

58. The investments sold by Respondents as described herein, including the hedge fund investments, the joint venture investments, and the investment in a deed of trust, are investment contracts, and therefore, securities as defined by section 11-101(r) of the Securities Act.

59. Respondents violated section 11-501 of the Securities Act by offering and selling securities that were neither registered nor exempt from registration in Maryland and that were not federal covered securities.

60. Respondents violated section 11-301(1), (2) and (3) of the Securities Act in connection with the offer and sale of securities, as described herein.

61. Respondents violated section 11-302 of the Securities Act in connection with investment advisory activities, as described herein.

62. Respondents violated COMAR 02.02.05.03B by not acting in the best interests of investment advisory clients, as described herein.

63. Respondents violated COMAR 02.02.05.04 by failing to abide by the rules pertaining to the custody of client funds and securities, and by failing to follow the “Brochure

Rule,” as described herein.

64. Respondent Collins violated section 11-401 of the Securities Act by acting as an unregistered issuer agent and an unregistered investment adviser, as described herein.

65. Respondent Collins violated section 11-303 of the Securities Act by misrepresenting in an Undertaking to the Securities Commissioner that he had not conducted investment advisory business while not registered.

66. Respondent Collins violated section 11-411(d) by failing to amend his Form U4 to include updated information regarding customer complaints, settlements with customers, and outside business activities.

V. CONSENT TO CEASE AND DESIST AND OTHER RELIEF

67. NOW, THEREFORE, IT IS HEREBY **ORDERED**, and Respondents expressly consent and agree that:

a. Respondents are assessed a \$535,000 fine, however, the collection of that fine is waived except as to the sum of \$40,000, which has been paid by check payable to “Office of the Attorney General,” contemporaneous with the issuance of this order.

b. Respondents agree that all fines paid pursuant to this Consent Order shall be used by the Securities Commissioner to pay restitution on a pro rata basis to investors JMB and RH. Those payments shall be made at the Securities Division’s discretion as to time, manner and direction.

c. Respondents shall cease and desist from engaging in activities in violation of the Securities Act.

d. Respondents are permanently barred from the securities and investment advisory business in Maryland.

e. Respondents shall in all future activities in Maryland comply with the Securities Act.

VI. OTHER PROVISION

68. Respondents agree not to take any action, make or permit to be made any statement denying, directly or indirectly, any allegation in the Order To Show Cause or the activities upon which this Order is based, as referred to herein. Respondents further agree not to take any action or make any statement which creates or tends to create the impression that this Consent Order is without factual basis. While Respondents are not required to admit any allegation in the Order To Show Cause or other activities upon which this Order is based, nothing in this provision affects Respondents' testimonial obligations. Nor does this provision affect Respondents' right to take positions in litigation to which neither the Division nor the Securities Commissioner is a party.

VII. JURISDICTION RETAINED

69. Jurisdiction shall be retained by the Securities Commissioner for such further orders and directions as may be necessary or appropriate for the construction or enforcement of the Consent Order.

70. If Respondents fails to comply with any term of this Consent Order, the Securities Commissioner may institute administrative or judicial proceedings against Respondents to seek to enforce this Consent Order, to sanction Respondents for violating an Order of the Securities Commissioner or for making a misrepresentation of material fact upon which this Order was based, and may take any other action authorized under the Securities Act or under any other applicable law, including the issuance of fines or penalties as provided by the Securities Act. In any such proceeding in which, after an opportunity for a hearing, the Securities Commissioner or

the court finds that Respondents have violated this Consent Order or made any material misrepresentations in their dealings with the Division, the Division may also seek other sanctions for the violations that initiated this matter. For the purpose of determining those sanctions, the Statement of Facts and violations of the Securities Act set forth in this Consent Order shall be deemed admitted, and may be introduced into evidence against Respondents.

71. In the event that judicial intervention in this matter is sought by the Securities Commissioner or Respondents, subject matter jurisdiction will lie in the Circuit Court for Baltimore City pursuant to section 11-702 of the Securities Act. Respondents agree that that Court will have personal jurisdiction over Respondents, and that venue will be properly in that Court.

72. The terms of this Consent Order may only be vacated or modified by a subsequent order issued by the Securities Commissioner.

DATE OF THIS ORDER:

September 16, 2015

CONSENTED TO:

_____, 2015

SO ORDERED:

**Commissioner's Signature on File
w/Original Document**

Melanie Senter Lubin
Securities Commissioner

Timothy J. Collins, individually and on behalf
of:
Collins Capital Advisors, LLC
Clarus Capital Partners, LLC
Tangletrade Management, LLC

On this _____ day of _____, 2015, personally appeared Timothy J. Collins, signer of the foregoing Consent Order, who did duly acknowledge his signature to be his free act and deed, and that he was duly authorized to sign on behalf of Collins Capital Advisors, LLC, Clarus Capital Partners, LLC, and Tangletrade Management, LLC.

Notary Public
My Commission Expires: _____
Seal: