

1 PRESTON DuFAUCHARD  
California Corporations Commissioner  
2 ALAN S. WEINGER  
Deputy Commissioner  
3 BLAINE A. NOBLETT (BAR NO. 235612)  
Corporations Counsel  
4 320 West 4th Street, Suite 750  
Los Angeles, California 90013-2344  
5 Telephone: (213) 576-1396 Fax: (213) 576-7181  
6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS  
9 OF THE STATE OF CALIFORNIA

10 In the Matter of THE CALIFORNIA )  
11 CORPORATIONS COMMISSIONER, )  
12 Complainant, )

13 v. )

14 )  
15 LAROY RANDALL CAMPBELL, CAROLE )  
MARIE CAMPBELL, BARRINGTON TRUST, )  
16 CAMPBELL INVESTMENTS, LAROY )  
CAMPBELL, dba ERNEST CAMPBELL & )  
17 WINTHROP, aka ERNEST CAMPBELL )  
WINTHROP FINANCIAL TRUST, )  
18 TROOPERKING, INC., and LAROY R. )  
CAMPBELL, dba TROOPERKING, INC., )

19 Respondents. )  
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OAH Case No.: L-2011020585

File No.: Alpha

**STIPULATION TO FINAL ORDER THAT  
LAROY RANDALL CAMPBELL, CAROLE  
MARIE CAMPBELL, BARRINGTON  
TRUST, CAMPBELL INVESTMENTS,  
LAROY CAMPBELL, dba ERNEST  
CAMPBELL & WINTHROP, aka ERNEST  
CAMPBELL WINTHROP FINANCIAL  
TRUST, TROOPERKING, INC., and  
LAROY R. CAMPBELL, dba  
TROOPERKING, INC. DESIST AND  
REFRAIN FROM THE OFFER AND SALE  
OF UNQUALIFIED, NON-EXEMPT  
SECURITIES IN VIOLATION OF  
CORPORATIONS CODE SECTION 25510  
AND FROM MISREPRESENTING AND/OR  
OMITTING MATERIAL FACTS IN  
CONNECTION WITH THE OFFER AND  
SALE OF SECURITIES IN VIOLATION OF  
CORPORATIONS CODE SECTION 25401**

Hearing Date: July 5, 2011

Assigned To: Unassigned

1 IT IS HEREBY STIPULATED BY AND BETWEEN RESPONDENTS LAROY RANDALL  
2 CAMPBELL, CAROLE MARIE CAMPBELL, BARRINGTON TRUST, CAMPBELL  
3 INVESTMENTS, LAROY CAMPBELL, dba ERNEST CAMPBELL & WINTHROP, aka ERNEST  
4 CAMPBELL WINTHROP FINANCIAL TRUST, TROOPERKING, INC., LAROY R.  
5 CAMPBELL, dba TROOPERKING, INC. (collectively “Respondents”) and  
6 PRESTON DuFAUCHARD, THE CALIFORNIA CORPORATIONS COMMISSIONER  
7 (“Commissioner”), as follows:

8 WHEREAS, on December 7, 2010, the Commissioner issued a Desist and Refrain Order  
9 against Respondents for the sale of securities that were in the opinion of the Commissioner  
10 unqualified, non-exempt securities that were offered and sold by means of misrepresentations and/or  
11 omissions of material fact in violation of Corporations Code sections 25110 and 25401 of the  
12 Corporate Securities Law of 1968 (Corp. Code, §§ 25000 et seq.) (“CSL”). Attached hereto as  
13 **Exhibit A** and incorporated herein by reference is a true and correct copy of the Desist and Refrain  
14 Order dated December 7, 2010 (“Order”).

15 WHEREAS, Respondents, without admitting or denying such charges, seek to resolve the  
16 concerns of the Commissioner by entering into this Stipulation to Desist and Refrain Order  
17 (“Stipulation”).

18 NOW THEREFORE, the parties hereby stipulate and agree as follows:

19 1. Respondents hereby acknowledge that the Commissioner granted a hearing in relation  
20 to the Order, presently set to commence on July 5, 2011 before the Office of Administrative  
21 Hearings, which Respondents have a right to defend. Respondents hereby voluntarily waive their  
22 right to a hearing in relation to the Order for violations of Corporations Code sections 25110 and  
23 25401, for selling unqualified, non-exempt securities by means of misrepresentations and/or  
24 omissions of material fact, and withdraw their hearing request;

25 2. Respondents enter into this Stipulation voluntarily and without coercion and  
26 acknowledge that no promises, threats, or assurances have been made by the Commissioner or any  
27 officer, or agent thereof, about this Stipulation;

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1           3.       Respondents acknowledge the hearing in this matter shall go forward as scheduled in  
2 the event the Commissioner does not timely receive an executed copy of this Stipulation from  
3 Respondents no later than 12:00 noon, June 30, 2011;

4           4.       Respondents acknowledge that nothing in this Stipulation shall preclude the  
5 Commissioner, or his agents or employees, to the extent authorized by law, from assisting or  
6 cooperating in any investigation and/or action brought by any other federal, state or county agency.  
7 Respondents further agree that this Stipulation shall not bind or otherwise prevent any other federal,  
8 state or county agency from the performance of its duties;

9           5.       Each of the parties represents, warrants, and agrees that they have received  
10 independent advice from their attorney(s) and/or representatives with respect to the advisability of  
11 executing this Stipulation;

12           6.       Each of the parties represents, warrants, and agrees that in executing this Stipulation  
13 they have relied solely on the statements set forth herein and the advice of their own attorney(s)  
14 and/or representatives. Each of the parties represents, warrants, and agrees that in executing this  
15 Stipulation they have placed no reliance on any statement, representation, or promise of any other  
16 party, or any other person or entity not expressly set forth herein, or upon the failure of any party or  
17 any other person or entity to make any statement, representation or disclosure of anything  
18 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in  
19 any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of  
20 parol evidence to vary, interpret, supplement, or contradict the terms of this Stipulation;

21           7.       This Stipulation is the final written expression and the complete and exclusive  
22 statement of all agreements, conditions, promises, representations, and covenants between the parties  
23 with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements,  
24 discussions, negotiations, representations, and understandings between and among the parties, their  
25 respective representatives, and any other person or entity, with respect to the subject matter covered  
26 hereby;

27           8.       In that the parties have had the opportunity to draft, review and edit the language of  
28 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this

1 Stipulation will be applied in any action relating to, connected to, or involving this Stipulation.

2 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended  
3 statute, providing that in cases of uncertainty, language of contract should be interpreted most  
4 strongly against the party who cause the uncertainty to exist;

5 9. This Stipulation shall not become effective until signed and delivered by all parties;

6 10. This Stipulation may be executed in one or more separate counterparts, each of which  
7 when so executed, shall be deemed an original but all of which, together, shall be deemed to  
8 constitute a single document. This Stipulation may be executed by facsimile signature, and any such  
9 facsimile signature by any party hereto shall be deemed to be an original signature and shall be  
10 binding on such party to the same extent as if such facsimile signature were an original signature; and

11 11. Each signator hereto covenants that he or she possesses all necessary capacity  
12 and authority to sign and enter into this Stipulation.

13  
14 Dated: 6/29/11

PRESTON DuFAUCHARD  
California Corporations Commissioner

15  
16 By: \_\_\_\_\_  
ALAN S. WEINGER  
17 Deputy Commissioner  
18 Enforcement Division

19  
20 Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
21 as an individual

22  
23 Dated: 6/28/11

By: \_\_\_\_\_  
CAROLE MARIE CAMPBELL,  
24 as an individual

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BARRINGTON TRUST

Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
on behalf of BARRINGTON TRUST

CAMPBELL INVESTMENTS

Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
on behalf of CAMPBELL INVESTMENTS

LAROY CAMPBELL, dba ERNEST CAMPBELL &  
WINTHROP (aka ERNEST CAMPBELL WINTHROP  
FINANCIAL TRUST)

Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
On behalf of LAROY CAMPBELL, dba ERNEST  
CAMPBELL & WINTHROP (aka ERNEST  
CAMPBELL WINTHRIP FINANCIAL TRUST)

TROOPERKING, INC.

Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
on behalf of TROOPERKING, INC.

LAROY R. CAMPBELL, dba TROOPERKING, INC.

Dated: 6/28/11

By: \_\_\_\_\_  
LAROY RANDALL CAMPBELL,  
On behalf of LAROY R. CAMPBELL, dba  
TROOPERKING, INC.

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APPROVED AS TO FORM:

LAW OFFICES OF LAWRENCE R. BYNUM, A Professional Corporation

By: \_\_\_\_\_  
LAWRENCE R. BYNUM, ESQ. Attorney for  
RESPONDENTS

PRESTON DuFAUCHARD  
California Corporations Commissioner

By: \_\_\_\_\_  
BLAINE A. NOBLETT  
Corporations Counsel