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 9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN JOSE DIVISION**

12 SECURITIES AND EXCHANGE COMMISSION,
 Plaintiff,
 13
 vs.
 14 DANIEL MATTES,
 Defendant.

Case No.

**DEFENDANT DANIEL
 MATTES' CONSENT TO
 FINAL JUDGMENT**

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 18 1. Defendant Daniel Mattes ("Defendant") waives service of a summons and the
 19 complaint in this action, enters a general appearance, and admits the Court's jurisdiction over
 Defendant and over the subject matter of this action.

20
 21 2. Without admitting or denying the allegations of the complaint (except as
 22 provided herein in paragraph 12 and except as to personal and subject matter jurisdiction,
 23 which Defendant admits), Defendant hereby consents to the entry of the final Judgment in the
 24 form attached hereto (the "Final Judgment") and incorporated by reference herein, which,
 among other things:

25 (a) permanently restrains and enjoins Defendant from violation of Section
 26 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder,
 27 and Section 17(a) of the Securities Act of 1933;

28 (b) permanently prohibits Defendant from acting as an officer or director of

1 any issuer that has a class of securities registered pursuant to Section 12 of
2 the Exchange Act, 15 U.S.C. § 78l, or that is required to file reports
3 pursuant to Section 15(d) of the Exchange Act, 15 U.S.C. § 78o(d), or
4 pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)];
5 (c) orders Defendant to pay disgorgement in the amount of \$14,617,922, plus
6 prejudgment interest in the amount of \$2,145,112; however, any money
7 that Defendant pays in any settlement of In Re JMO Wind Down Inc. (f/k/a
8 Jumio, Inc.), No. 16-10682 (US Bankruptcy Ct, D. Del.) that is actually
9 distributed to any of investors on the list in footnote 1¹ within 90 days from
10 the entry of the Final Judgment in this case may be subtracted from this
11 amount;
12 (d) orders Defendant to pay a civil penalty in the amount of \$640,000 under
13 Section 20(d) of the Securities Act [15 U.S.C. §77t(d)] and Section 21(d)
14 of the Exchange Act [15 U.S.C. § 78u(d)]; and
15 (e) orders that within 3 days after being served with a copy of this Final
16 Judgment, Wells Fargo Bank, (“Escrow Agent”) shall transfer \$640,000 of
17 money received from Defendant Daniel Mattes, or held for the benefit of
18 Daniel Mattes, to the Commission; and within 90 days after being served
19 with a copy of the Final Judgment, Escrow Agent shall transfer the entire
20 balance of any and all moneys received from Defendant Daniel Mattes, or
21 held for the benefit of Defendant Daniel Mattes, to the Commission, except
22 any money that Defendant pays in any settlement of In Re JMO Wind
23 Down Inc. (f/k/a Jumio, Inc.), No. 16-10682 (US Bankruptcy Ct, D. Del.)
24 that is actually distributed to any of investors on the list in footnote 1

25
26 ¹ Buttonwood Alpha Fund LLC, Buttonwood Alpha QP Fund LLC, Celadon Technology
27 Fund II, Turner Investment Fund XI, LLC, Jacqueline Fox, J Tech Holdings LLC, Allure
28 Investments LP, Artar International Limited, MokkaGold International Limited, and
Amberbrook VI, LLC.

1 within 90 days from the entry of the Final Judgment in this case may be
2 subtracted from this amount. Escrow Agent may transmit payment
3 electronically to the Commission, which will provide detailed ACH
4 transfer/Fedwire instructions upon request. Payment may also be made
5 directly from a bank account via Pay.gov through the SEC website at
6 <http://www.sec.gov/about/offices/ofm.htm>. Escrow Agent also may
7 transfer these funds by certified check, bank cashier's check, or United
8 States postal money order payable to the Securities and Exchange
9 Commission, which shall be delivered or mailed to

10 Enterprise Services Center
11 Accounts Receivable Branch
12 6500 South MacArthur Boulevard
13 Oklahoma City, OK 73169

14 and shall be accompanied by a letter identifying the case title, civil
15 action number, and name of this Court; and specifying that payment is
16 made pursuant to this Final Judgment.

17 3. Defendant acknowledges that the civil penalty paid pursuant to the Final
18 Judgment may be distributed pursuant to the Fair Fund provisions of Section 308(a) of the
19 Sarbanes-Oxley Act of 2002. Regardless of whether any such Fair Fund distribution is made,
20 the civil penalty shall be treated as a penalty paid to the government for all purposes,
21 including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendant
22 agrees that he shall not, after offset or reduction of any award of compensatory damages in
23 any Related Investor Action based on Defendant's payment of disgorgement in this action,
24 argue that he is entitled to, nor shall he further benefit by, offset or reduction of such
25 compensatory damages award by the amount of any part of Defendant's payment of a civil
26 penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants
27 such a Penalty Offset, Defendant agrees that he shall, within 30 days after entry of a final
28 order granting the Penalty Offset, notify the Commission's counsel in this action and pay the

1 amount of the Penalty Offset to the United States Treasury or to a Fair Fund, as the
2 Commission directs. Such a payment shall not be deemed an additional civil penalty and
3 shall not be deemed to change the amount of the civil penalty imposed in this action. For
4 purposes of this paragraph, a "Related Investor Action" means a private damages action
5 brought against Defendant by or on behalf of one or more investors based on substantially the
6 same facts as alleged in the Complaint in this action.

7 4. Defendant agrees that he shall not seek or accept, directly or indirectly,
8 reimbursement or indemnification from any source, including but not limited to payment
9 made pursuant to any insurance policy, with regard to any civil penalty amounts that
10 Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts
11 or any part thereof are added to a distribution fund or otherwise used for the benefit of
12 investors. Defendant further agrees that he shall not claim, assert, or apply for a tax deduction
13 or tax credit with regard to any federal, state, or local tax for any penalty amounts that
14 Defendant pays pursuant to the Final Judgment, regardless of whether such penalty amounts
15 or any part thereof are added to a distribution fund or otherwise used for the benefit of
16 investors.

17 5. Defendant waives the entry of findings of fact and conclusions of law pursuant
18 to Rule 52 of the Federal Rules of Civil Procedure.

19 6. Defendant waives the right, if any, to a jury trial and to appeal from the entry
20 of the Final Judgment.

21 7. Defendant enters into this Consent voluntarily and represents that no threats,
22 offers, promises, or inducements of any kind have been made by the Commission or any
23 member, officer, employee, agent, or representative of the Commission to induce Defendant
24 to enter into this Consent.

25 8. Defendant agrees that this Consent shall be incorporated into the Final
26 Judgment with the same force and effect as if fully set forth therein.

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1 9. Defendant will not oppose the enforcement of the Final Judgment on the
2 ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil
3 Procedure, and hereby waives any objection based thereon.

4 10. Defendant waives service of the Final Judgment and agrees that entry of the
5 Final Judgment by the Court and filing with the Clerk of the Court will constitute notice to
6 Defendant of its terms and conditions. Defendant further agrees to provide counsel for the
7 Commission, within thirty days after the Final Judgment is filed with the Clerk of the Court,
8 with an affidavit or declaration stating that Defendant has received and read a copy of the
9 Final Judgment.

10 11. Consistent with 17 C.F.R. 202.5(f), this Consent resolves only the claims
11 asserted against Defendant in this civil proceeding. Defendant acknowledges that no promise
12 or representation has been made by the Commission or any member, officer, employee, agent,
13 or representative of the Commission with regard to any criminal liability that may have arisen
14 or may arise from the facts underlying this action or immunity from any such criminal
15 liability. Defendant waives any claim of Double Jeopardy based upon the settlement of this
16 proceeding, including the imposition of any remedy or civil penalty herein. Defendant further
17 acknowledges that the Court's entry of a permanent injunction may have collateral
18 consequences under federal or state law and the rules and regulations of self-regulatory
19 organizations, licensing boards, and other regulatory organizations. Such collateral
20 consequences include, but are not limited to, a statutory disqualification with respect to
21 membership or participation in, or association with a member of, a self-regulatory
22 organization. This statutory disqualification has consequences that are separate from any
23 sanction imposed in an administrative proceeding. In addition, in any disciplinary proceeding
24 before the Commission based on the entry of the injunction in this action, Defendant
25 understands that he shall not be permitted to contest the factual allegations of the complaint in
26 this action.

1 12. Defendant understands and agrees to comply with the terms of 17 C.F.R.
2 § 202.5(e), which provides in part that it is the Commission's policy "not to permit a
3 defendant or respondent to consent to a judgment or order that imposes a sanction while
4 denying the allegations in the complaint or order for proceedings," and "a refusal to admit the
5 allegations is equivalent to a denial, unless the defendant or respondent states that he neither
6 admits nor denies the allegations." As part of Defendant's agreement to comply with the
7 terms of Section 202.5(e), Defendant: (i) will not take any action or make or permit to be
8 made any public statement denying, directly or indirectly, any allegation in the complaint or
9 creating the impression that the complaint is without factual basis; (ii) will not make or permit
10 to be made any public statement to the effect that Defendant does not admit the allegations of
11 the complaint, or that this Consent contains no admission of the allegations, without also
12 stating that Defendant does not deny the allegations; (iii) upon the filing of this Consent,
13 Defendant hereby withdraws any papers filed in this action to the extent that they deny any
14 allegation in the complaint; and (iv) stipulates solely for purposes of exceptions to discharge
15 set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, that the allegations in the
16 complaint are true, and further, that any debt for disgorgement, civil penalty or other amounts
17 due by Defendant under the Final Judgment or any other judgment, order, consent order,
18 decree or settlement agreement entered in connection with this proceeding, is a debt for the
19 violation by Defendant of the federal securities laws or any regulation or order issued under
20 such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19).
21 If Defendant breaches this agreement, the Commission may petition the Court to vacate the
22 Final Judgment and restore this action to its active docket. Nothing in this paragraph affects
23 Defendant's: (i) testimonial obligations; or (ii) right to take legal or factual positions in
24 litigation or other legal proceedings in which the Commission is not a party.

25 13. Defendant hereby waives any rights under the Equal Access to Justice Act, the
26 Small Business Regulatory Enforcement Fairness Act of 1996, or any other provision of law
27 to seek from the United States, or any agency, or any official of the United States acting in his
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1 or her official capacity, directly or indirectly, reimbursement of attorney's fees or other fees,
2 expenses, or costs expended by Defendant to defend against this action. For these purposes,
3 Defendant agrees that Defendant is not the prevailing party in this action since the parties
4 have reached a good faith settlement.

5 14. Defendant agrees that the Commission may present the Final Judgment to the
6 Court for signature and entry without further notice.

7 15. Defendant agrees that this Court shall retain jurisdiction over this matter for
8 the purpose of enforcing the terms of the Final Judgment.

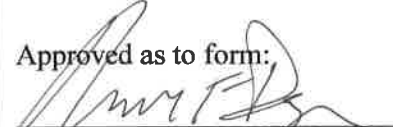
9 Dated: Wren, 22.11.2018


DANIEL MATTES

11 On _____, 2018, _____, a person known to me,
12 personally appeared before me and acknowledged executing the foregoing Consent.

13 _____
14 Notary Public
15 Commission expires:

16
17 Approved as to form:


18 MICHAEL F. DUGGAN
19 MARKS, O'NEILL, O'BRIEN, DOHERTY & KELLY, P.C.
20 300 Delaware Avenue, Suite 900
21 Wilmington, DE 19801
22 Attorney for Defendant
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Gebühr von EUR 14,30 entrichtet, Mag. Lukas Richter, öff. Notar, Groß-Enzersdorf

BRZ: 49/18

NS

Die Echtheit der Unterschrift des Herrn **Daniel Mattes**, geboren am 14.11.1972 (vierzehnten November neunzehnhundertzweiundsiebzig), Magdalena-Stöger-Straße 14, A-4600 Wels, wird bestätigt. -----
Groß-Enzersdorf, am 22.11.2018 (zweiundzwanzigsten November zweitausendachtzehn).




Mag. Lukas Richter
öffentlicher Notar

1 ERIN E. SCHNEIDER (Cal. Bar No. 216114)
 schneidere@sec.gov
 2 JEREMY E. PENDREY (Cal. Bar No. 187075)
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 9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**
 11 **SAN JOSE DIVISION**

12 SECURITIES AND EXCHANGE COMMISSION,
 Plaintiff,
 13
 vs.
 14 DANIEL MATTES,
 Defendant.

Case No.

**FINAL JUDGMENT AS TO
DEFENDANT DANIEL MATTES**

17
 18 The Securities and Exchange Commission having filed a Complaint and Defendant
 19 Daniel Mattes having entered a general appearance; consented to the Court’s jurisdiction over
 20 Defendant and the subject matter of this action; consented to entry of this Final Judgment
 21 without admitting or denying the allegations of the Complaint (except as to jurisdiction and
 22 except as otherwise provided herein in paragraph VII); waived findings of fact and
 23 conclusions of law; and waived any right to appeal from this Final Judgment:

24 I.

25 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant is
 26 permanently restrained and enjoined from violating, directly or indirectly, Section 10(b) of the
 27 Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5
 28 promulgated thereunder [17 C.F.R. § 240.10b-5], by using any means or instrumentality of

1 interstate commerce, or of the mails, or of any facility of any national securities exchange, in
2 connection with the purchase or sale of any security:

- 3 (a) to employ any device, scheme, or artifice to defraud;
- 4 (b) to make any untrue statement of a material fact or to omit to state a material
5 fact necessary in order to make the statements made, in the light of the circumstances
6 under which they were made, not misleading; or
- 7 (c) to engage in any act, practice, or course of business which operates or would
8 operate as a fraud or deceit upon any person.

9 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in
10 Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following
11 who receive actual notice of this Final Judgment by personal service or otherwise: (a)
12 Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in
13 active concert or participation with Defendant or with anyone described in (a).

14 II.

15 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that
16 Defendant is permanently restrained and enjoined from violating Section 17(a) of the
17 Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77q(a)] in the offer or sale of any
18 security by the use of any means or instruments of transportation or communication in
19 interstate commerce or by use of the mails, directly or indirectly:

- 20 (a) to employ any device, scheme, or artifice to defraud;
- 21 (b) to obtain money or property by means of any untrue statement of a material
22 fact or any omission of a material fact necessary in order to make the statements made,
23 in light of the circumstances under which they were made, not misleading; or
- 24 (c) to engage in any transaction, practice, or course of business which operates or
25 would operate as a fraud or deceit upon the purchaser.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, as provided in
27 Federal Rule of Civil Procedure 65(d)(2), the foregoing paragraph also binds the following
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1 who receive actual notice of this Final Judgment by personal service or otherwise: (a)
2 Defendant's officers, agents, servants, employees, and attorneys; and (b) other persons in
3 active concert or participation with Defendant or with anyone described in (a).

4 III.

5 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, pursuant to
6 Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)] and Section 20(e) of the
7 Securities Act [15 U.S.C. § 77t(e)], Defendant is permanently prohibited from acting as an
8 officer or director of any issuer that has a class of securities registered pursuant to Section 12
9 of the Exchange Act [15 U.S.C. § 78j] or that is required to file reports pursuant to Section
10 15(d) of the Exchange Act [15 U.S.C. § 78o(d)] or pursuant to Section 21(d)(2) of the
11 Exchange Act [15 U.S.C. § 78u(d)(2)].

12 IV.

13 IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that
14 Defendant is liable for disgorgement of \$14,617,922, representing profits gained as a result of
15 the conduct alleged in the Complaint, together with prejudgment interest thereon in the
16 amount of \$2,145,112, and a civil penalty in the amount of \$640,000 pursuant to Section
17 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d) of the Exchange Act [15
18 U.S.C. § 78u(d)]. Defendant shall satisfy this obligation by paying \$640,000 to the Securities
19 and Exchange Commission within 3 days after entry of this Final Judgment, and \$16,763,034
20 to the Securities and Exchange Commission within 90 days after entry of this Final Judgment;
21 however, any money that Defendant pays in any settlement of In Re JMO Wind Down Inc.
22 (f/k/a Jumio, Inc.), No. 16-10682 (US Bankruptcy Ct, D. Del.), that has actually been
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1 distributed to any of investors on the list in footnote 1¹ by 90 days after the entry of this Final
2 Judgment, may be subtracted from the \$16,763,034 payment.

3 Defendant may transmit payment electronically to the Commission, which will
4 provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made
5 directly from a bank account via Pay.gov through the SEC website at
6 <http://www.sec.gov/about/offices/ofm.htm>. Defendant may also pay by certified check, bank
7 cashier's check, or United States postal money order payable to the Securities and Exchange
8 Commission, which shall be delivered or mailed to

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10 Enterprise Services Center
11 Accounts Receivable Branch
12 6500 South MacArthur Boulevard
13 Oklahoma City, OK 73169

14 and shall be accompanied by a letter identifying the case title, civil action number, and name
15 of this Court; Daniel Mattes as a defendant in this action; and specifying that payment is made
16 pursuant to this Final Judgment.

17 Defendant shall simultaneously transmit photocopies of evidence of payment and case
18 identifying information to the Commission's counsel in this action. By making this payment,
19 Defendant relinquishes all legal and equitable right, title, and interest in such funds and no
20 part of the funds shall be returned to Defendant.

21 The Commission may enforce the Court's judgment for disgorgement and
22 prejudgment interest by moving for civil contempt (and/or through other collection
23 procedures authorized by law) at any time after 14 days following entry of this Final
24 Judgment. Defendant shall pay post judgment interest on any delinquent amounts pursuant to

25 _____
26 ¹ Buttonwood Alpha Fund LLC, Buttonwood Alpha QP Fund LLC, Celadon Technology
27 Fund II, Turner Investment Fund XI, LLC, Jacqueline Fox, J Tech Holdings LLC, Allure
28 Investments LP, Artar International Limited, MokkaGold International Limited, and
Amberbrook VI, LLC.

1 28 U.S.C. § 1961. The Commission shall hold the funds, together with any interest and
2 income earned thereon (collectively, the “Fund”), pending further order of the Court.

3 The Commission may propose a plan to distribute the Fund subject to the Court’s
4 approval. Such a plan may provide that the Fund shall be distributed pursuant to the Fair
5 Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. The Court shall retain
6 jurisdiction over the administration of any distribution of the Fund. If the Commission staff
7 determines that the Fund will not be distributed, the Commission shall send the funds paid
8 pursuant to this Final Judgment to the United States Treasury.
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10 Regardless of whether any such Fair Fund distribution is made, amounts ordered to be
11 paid as civil penalties pursuant to this Judgment shall be treated as penalties paid to the
12 government for all purposes, including all tax purposes. To preserve the deterrent effect of
13 the civil penalty, Defendant shall not, after offset or reduction of any award of compensatory
14 damages in any Related Investor Action based on Defendant’s payment of disgorgement in
15 this action, argue that he is entitled to, nor shall he further benefit by, offset or reduction of
16 such compensatory damages award by the amount of any part of Defendant’s payment of a
17 civil penalty in this action (“Penalty Offset”). If the court in any Related Investor Action
18 grants such a Penalty Offset, Defendant shall, within 30 days after entry of a final order
19 granting the Penalty Offset, notify the Commission’s counsel in this action and pay the
20 amount of the Penalty Offset to the United States Treasury or to a Fair Fund, as the
21 Commission directs. Such a payment shall not be deemed an additional civil penalty and
22 shall not be deemed to change the amount of the civil penalty imposed in this Judgment. For
23 purposes of this paragraph, a “Related Investor Action” means a private damages action
24 brought against Defendant by or on behalf of one or more investors based on substantially the
25 same facts as alleged in the Complaint in this action.
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V.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that within 3 days after being served with a copy of this Final Judgment, Wells Fargo Bank, (“Escrow Agent”) shall transfer \$640,000 of money received from Defendant Daniel Mattes, or held for the benefit of Daniel Mattes, to the Commission; and within 90 days after being served with a copy of this Final Judgment, Escrow Agent shall transfer the entire balance of any and all moneys received from Defendant Daniel Mattes, or held for the benefit of Daniel Mattes to the Commission; however, any money that Defendant pays in any settlement of In Re JMO Wind Down Inc. (f/k/a Jumio, Inc.), No. 16-10682 (US Bankruptcy Ct, D. Del.), that has actually been distributed to any of investors on the list in footnote 2 by 90 days after the entry of this Final Judgment, may be subtracted from the \$16,763,034 payment. Escrow Agent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request. Payment may also be made directly from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>. Escrow Agent also may transfer these funds by certified check, bank cashier’s check, or United States postal money order payable to the Securities and Exchange Commission, which shall be delivered or mailed to

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and shall be accompanied by a letter identifying the case title, civil action number, and name of this Court; and specifying that payment is made pursuant to this Final Judgment.

² Buttonwood Alpha Fund LLC, Buttonwood Alpha QP Fund LLC, Celadon Technology Fund II, Turner Investment Fund XI, LLC, Jacqueline Fox, J Tech Holdings LLC, Allure Investments LP, Artar International Limited, MokkaGold International Limited, and Amberbrook VI, LLC.

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VI.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consent is incorporated herein with the same force and effect as if fully set forth herein, and that Defendant shall comply with all of the undertakings and agreements set forth therein.

VII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, the allegations in the complaint are true and admitted by Defendant, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendant under this Final Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendant of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19).

VIII.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Final Judgment.

Dated: _____, _____

UNITED STATES DISTRICT JUDGE