BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF SECURITIES

In the matter of, JEFFREY S. NIMMOW and LEGACY FINANCIAL NETWORK AND RETIREMENT SERVICES, INC. Respondents.	WAIVER AND CONSENT TO ORDER DFI Case No. S-236002 (EX)

The undersigned Respondents, JEFFREY S. NIMMOW and LEGACY FINANCIAL NETWORK AND RETIREMENT SERVICES, INC., having decided not to contest the issuance of the attached Order, hereby waive their right to a hearing with respect to this matter, including waiving findings of fact and conclusions of law as may otherwise be required for the Order, and hereby consent to the issuance of the Order. Respondents reserve all defenses for any proceedings not covered by the attached Order.

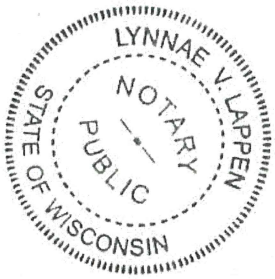
Respondents hereby acknowledge that, in exchange for Respondents' voluntary consent and agreement to cease and desist from further violations of Ch. 551, the revocation of certain exemptions, a forty-eight (48) month bar from securities registration going forward from March 23, 2018, which was NIMMOW's last date of registration, disgorgement of commissions, civil penalties, and other conditions as described in the attached Order, the Division agrees to forgo further legal action, and to resolve this matter by issuance of the attached Order.

The undersigned Respondents understand and agree that the attached Order shall prohibit Respondents from transacting any securities business in the State of Wisconsin except as allowed and described by the terms of the Order.

The undersigned Respondents understand the Order, when signed by the Administrator of the Division of Securities, is effective on the date issued and that a willful violation of an Order signed by the Administrator is a criminal offense pursuant to Wis. Stat. § 551.508.

Jeffrey S. Nimmow

JEFFREY S. NIMMOW, individually



State of Wisconsin)
County of)
Subscribed before me this
23rd day of September, 2019.

Lynnae V. Lappen
Notary Public

My commission is permanent/expires 10/20/23

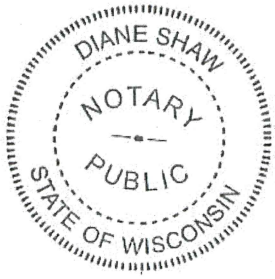
***

Jeffrey S. Nimmow - President

LEGACY FINANCIAL NETWORK AND RETIREMENT SERVICES, INC.

By: Diane Shaw (print name)

Title:_____



State of Wisconsin)
County of)
Subscribed before me this
24th day of September, 2019.

Diane Shaw
Notary Public

My commission is permanent/expires 11/8/2021

BEFORE THE
STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF SECURITIES

In the Matter of,	CONSENT ORDER TO CEASE AND DESIST, REVOKING EXEMPTIONS, SUSPENSION, AND IMPOSING DISGORGEMENT AND CIVIL PENALTIES
JEFFREY S. NIMMOW, and LEGACY FINANCIAL NETWORK AND RETIREMENT SERVICES, INC.	
Respondents.	DFI Case No. S-236002 (EX)

I.

The Administrator of the State of Wisconsin, Department of Financial Institutions, Division of Securities ("Division"), having legal authority and jurisdiction to administer and enforce the Wisconsin Uniform Securities Law, Wis. Stats. Ch. 551 ("Ch. 551") and rules and orders promulgated thereunder, and having determined that this action is necessary and appropriate in the public interest and for the protection of investors, hereby enters this Order as follows:

II.

Division staff has presented evidence sufficient for the Administrator to make the following findings of fact and conclusions of law:

A. Findings of Fact

Respondents

1. Jeffrey S. Nimmow ("Nimmow") (CRD# 2693601) is an adult resident of Wisconsin with a last known address of S7818 Ruthe Badger Lane, Merrimac, Wisconsin 53561

2. Legacy Financial Network and Retirement Services, Inc. ("Legacy Financial") is organized under the laws of the state of Wisconsin effective April 6, 2005 with a last known address of S7818 Ruthe Badger Lane, Merrimac, Wisconsin 53561. At all times material, Nimmow was the president and controlling person of Legacy Financial.

Conduct

3. Woodbridge Group of Companies, LLC is a limited liability company organized under the laws of Delaware in 2014 with a last known business address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423.

4. Woodbridge Mortgage Investment Funds 1, 2, 3, 3A, 4, and 5 are Delaware limited liability companies with a last known business address of 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423. These entities may be collectively referred to as the "WMIF LLCs."

5. Woodbridge Group of Companies and the WMIF LLCs may be collectively referred to as "Woodbridge."

6. On December 20, 2017, the SEC filed a complaint alleging Woodbridge was organized as a Ponzi scheme by Robert Shapiro. Through this scheme, Shapiro and Woodbridge raised over one billion dollars from approximately 8,400 investors nationwide, many of them seniors who had invested retirement funds. In December 2018, a federal district court in Florida ordered Shapiro and Woodbridge to pay one billion dollars in penalties and disgorgement.

7. Woodbridge represented to the public that it made hard-money loans to third-party borrowers secured by commercial property. The money raised from investors helped to fund the loans. In effect, Woodbridge pooled money from multiple investors for each hard-money loan. Woodbridge referred to these investments as First Position Commercial Mortgages ("FPCM").

8. A Woodbridge FPCM consisted of a promissory note from a WMIF LLC to an investor, a loan agreement between a WMIF LLC and an investor, and a non-exclusive assignment to the investor of Woodbridge's security interest in the mortgage for the underlying hard-money loan. The promissory notes sold to investors promised a fixed annual interest rate (from 5% to 9%) and a return of the principal at the end of the transaction's term, which was usually 12 to 18 months.

9. Sales agents were paid commissions based on what was typically characterized as a 9% "wholesale rate," with the agents receiving the difference between the wholesale rate and the promissory note's rate of return. For example, if a note originally paid 5% to the investor, the sales agent typically received a 4% commission.

10. Woodbridge allowed sales agents to set their own spreads and determine their commission, earning the difference between the "wholesale" pricing of 9% and the price set with their client. For example, if an investor decided to renew their promissory note,

an agent could request that Woodbridge set the investor's renewal interest rate at 6%, giving the agent a commission of 3%.

11. From August 2015 to March 2018, Nimmow was registered with the Division as a registered representative associated with Forest Securities, Inc., a registered broker-dealer (CRD# 16255) with its home office in Chicago, IL. On or about March 6, 2018, Forest Securities terminated Nimmow's registration and association with the firm due to Nimmow's solicitation of Woodbridge promissory notes to Wisconsin investors.

12. Nimmow passed the Series 6 and Series 63 securities and state law examinations which qualified him to sell only limited investment products, such as certain mutual funds, variable annuities, variable life insurance, unit investment trusts, and municipal fund securities.

13. At no time did Nimmow become qualified under the Series 7 examination to sell promissory notes and investment contract securities.

14. Nimmow conducted sales of life insurance, annuities, and mutual funds through Legacy Financial.

15. On May 4, 2015, the Massachusetts Securities Division filed a consent order against Woodbridge entities to cease and desist from selling unregistered securities and non-exempt securities, to offer rescission to all Massachusetts investors, and to pay a civil penalty of $250,000 (the "Massachusetts Order").

16. Prior to presenting Woodbridge promissory notes to Wisconsin investors, Nimmow was aware of the existence of the Massachusetts Order.

17. On or about September 13, 2017, the Division issued inquiry letters concerning its investigation of Woodbridge to various investors known to Nimmow. On September 20, 2017, Nimmow left a voicemail message with Division staff indicating his awareness of the investigation and requesting a meeting. Thus, by September 20, 2017, Nimmow was aware that the Division was investigating Woodbridge.

Woodbridge Investors

18. Between February 2016 and November 2017, Nimmow offered and sold approximately $3,525,000 of promissory notes issued by Woodbridge to at least 17 Wisconsin investors. Nimmow through Legacy Financial received approximately $177,937 in compensation in the form of commissions from Woodbridge.

19. All of the investors identified below expected to play a passive role in Woodbridge with no duties and responsibilities. The investors were not involved in the day-to-day management of Woodbridge. Investors did not have any role other than providing money to fund the investment.

20. With respect to each investor identified below, prior to their investments in Woodbridge promissory notes, Nimmow failed to disclose the existence of the Massachusetts Order.

21. At no time was Nimmow qualified to offer and sell Series 7 private placement investment products.

Investor SB

22. Investor SB is an adult female resident of Prairie du Sac, Wisconsin. Nimmow has been Investor SB's financial advisor since 2006. SB was 74 years old at the time of the transaction in question.

23. Around November 2017, Nimmow met with Investor SB at her home to discuss her retirement accounts and annuities. During this meeting, Nimmow offered to Investor SB the opportunity to invest in Woodbridge. Among other things, Nimmow represented to Investor SB the following:

    a. That her investment in Woodbridge would be used to provide loans to third party companies at a higher rate of interest;
    b. That she would earn five percent (5%) interest, or approximately $800.00 every month if she invested $200,000.00; and
    c. That her initial investment would be held for one year, after which she could renew the note at a higher interest rate of five and a half percent (5.5%) as a reward for her continued business or have the principal refunded.

24. Based on Nimmow's representations, on or about November 22, 2017, Investor SB paid a total of $200,000.00 to Woodbridge Mortgage Investment Fund 2, LLC via two personal checks, $90,000 and $110,000 respectively, in exchange for a promissory note dated November 21, 2017 in the amount of $200,000 at a rate of 5%.

25. Prior to Investor SB's investment in the Woodbridge promissory note, Nimmow failed to inform Investor SB that the Division was investigating Woodbridge for potential violations of Ch. 551.

26. Prior to Investor SB's investment in the Woodbridge promissory note, Nimmow failed to inform Investor SB that the SEC had a pending investigation of the Woodbridge companies for potential violations of the federal securities laws.

27. Twelve days after Investor SB wrote her checks to Woodbridge, Woodbridge filed for bankruptcy.

Investor DW

28. Investor DW is an adult female resident of Prairie du Sac, Wisconsin. She is the mother-in-law of Nimmow. DW was 79 years old at the time of the transaction in question.

29. On or about October 5, 2017, Nimmow offered to Investor DW the opportunity to invest in Woodbridge. DW paid a total of $50,000.00 to Woodbridge Mortgage Investment Fund 4, LLC, in exchange for a promissory note dated September 29, 2017 in the amount of $50,000 at a rate of 5%.

30. Prior to Investor DW's investment in the Woodbridge promissory note, Nimmow failed to inform Investor DW that the Division was investigating Woodbridge for potential violations of Ch. 551.

31. Prior to Investor DW's investment in the Woodbridge promissory note, Nimmow failed to inform Investor DW that the SEC had a pending investigation of the Woodbridge companies for potential violations of the federal securities laws.

32. Nimmow earned $2,000 in commission from the sale of the Woodbridge promissory note to DW.

Investor AB

33. Investor AB is an adult male resident of Mazomanie, Wisconsin. He had known Nimmow for about six or seven years before he invested in Woodbridge. AB was 29 years old at the time of the transaction in question.

34. On or about March 14, 2017, Nimmow offered to Investor AB the opportunity to invest in Woodbridge. Investor AB paid $50,000.00 via personal check to Woodbridge Mortgage Investment Fund 3, LLC, in exchange for a promissory note dated March 14, 2017 in the amount of $50,000 at a rate of 6%.

35. Nimmow earned $3,000 in commission from the sale of the Woodbridge promissory note to AB.

Investor DC

36. Investor DC is an adult female resident of Prairie du Sac, Wisconsin. Investor DC was an insurance client of Nimmow. At the time of her initial investment in 2016, Investor DC was about 63 years old.

37. In April of 2016, Nimmow met with Investor DC at her home to offer her the opportunity to invest in Woodbridge. Thereafter, Investor DC entered into the following transactions:

    a. On April 27, 2016, payment of $25,000 via check to Woodbridge Mortgage Investment Fund 3A, LLC in exchange for a promissory note dated April 28, 2016 in the amount of $25,000 at a rate of 5%;
    b. On June 20, 2017, rollover of previous April 28, 2016 note in the amount of $25,000 into an investment with Woodbridge Mortgage Investment Fund 3A, LLC at a rate of 5.5%;
    c. On February 6, 2017, payment of $150,000 via check to Woodbridge Mortgage Investment Fund 3A, LLC in exchange for a promissory note dated February 7, 2017 in the amount of $150,000 at a rate of 6.0%.

38. Nimmow earned $10,000 in commissions from the sales of the Woodbridge promissory notes to Investor DC.

Investor ME

39. Investor ME is an adult female resident of Sauk City, Wisconsin. At the time of the transaction in question, ME was about 85 years old. ME is the mother of Investor DC.

40. Nimmow offered to ME the opportunity to invest in Woodbridge in 2016 and 2017. On or about March 14, 2016, ME invested $250,000 with Woodbridge Mortgage Investment Fund 3A, LLC in exchange for a promissory note. The source of those funds came from the sale of ME's home. ME now resides in an assisted living facility. This note was cancelled effective May 18, 2016.

41. On or about July 14, 2017, Investor ME received a new promissory note indicating her $250,000 was invested with Woodbridge Mortgage Investment Fund 3A, LLC at a rate of 5.5%.

42. Nimmow earned $14,062.50 in commissions from the sale of the Woodbridge promissory notes to Investor ME.

Investors BD and MJD

43. Investor BD is an adult male resident of Sauk City, Wisconsin. Investor MJD is an adult female resident of Sauk City, Wisconsin and is the wife of Investor BD. Investor BD was acquainted with Nimmow through membership in a business organization and through contracting work BD performed for Nimmow.

44. Nimmow met with Investors BD and MJD to offer them the opportunity to invest in Woodbridge. Nimmow informed Investors BD and MJD that Woodbridge was an investment that offered a return of 5.5% or more.

45. Nimmow also told Investors BD and MJD that they could receive a referral fee from Woodbridge as an incentive for referrals to other customers. Nimmow represented Woodbridge would pay $1,000 to Investor BD for a referral of another investor who could invest $50,000 or more.

46. Based on Nimmow's representations, Investors BD and MJD entered into the following transactions:

    a. March 10, 2016, payment of $150,000 via check to Woodbridge Mortgage Investments Fund 3A, LLC in exchange for a promissory note dated March 10, 2016 in the amount of $150,000;
    b. On April 7, 2017, a renewal of the previous March 10, 2016 note in the amount of $150,000 into an investment with Woodbridge Mortgage Investment Fund 3A, LLC at a rate of 5.5%.
    c. On December 2, 2016, payment of $50,000 via check from DDM Land LLC[1] to Woodbridge Mortgage Investment Fund 3A, LLC in exchange for promissory note dated December 2, 2016 in the amount of $50,000 at a rate of 6.0%;
    d. On April 6, 2017, payment of $250,000 via check to "Woodbridge Mortgages" in exchange for a promissory note dated April 7, 2017 indicating an investment with Woodbridge Mortgage Investment Fund 4, LLC in the amount of $250,000 at a rate of 5.5%.

47. Nimmow earned $18,500 in commissions from the sale of the Woodbridge promissory notes to Investors BD and MJD.

Investor DH

48. Investor DH is an adult female resident of Sauk City, Wisconsin. She is the aunt of Nimmow. At the time of the transaction in question Investor DH was 75 years old.

---

[1] DDM Land LLC is a Wisconsin limited liability company owned and operated by Investors BD and MJD.

49. In August of 2017, Nimmow offered Investor DH the opportunity to invest in Woodbridge. Nimmow recommended Investor DH use funds from an existing annuity she owned to invest in Woodbridge at a return of 5% interest annually.

50. Based on Nimmow's representations, on or about August 3, 2017 Investor DH paid $70,000 to Woodbridge Mortgage Investment Fund 3, LLC in exchange for a promissory note in the amount of $70,000 dated August 3, 2017 at a rate of 5.0%.

51. Nimmow earned $2,800 in commissions from the sale of the Woodbridge promissory note to DH.

Investors JS and DS

52. Investor JS is an adult male resident of Sauk City, Wisconsin. Investor DS is an adult female resident of Sauk City, Wisconsin and is the wife of JS. At the time of the transaction in question, JS was about 73 years old and DS was about 74 years old.

53. On or about February 28, 2017, Nimmow offered Investors JS and DS the opportunity to invest in Woodbridge. Thereafter, Investors JS and DS paid $80,000 via check to Woodbridge Mortgage Investment Fund 3, LLC in exchange for a promissory note in the amount of $80,000 dated February 28, 2017 at a rate of 6.0%.

54. Nimmow earned $4,800 in commissions from the sale of the Woodbridge promissory note to Investors JS and DS.

Investor SGT

55. Investor SGT is an adult female resident of Madison Wisconsin. At the time of the transactions in question, SGT was about 80 years old.

56. In March of 2016, Nimmow offered Investor SGT the opportunity to invest in Woodbridge. Thereafter, on or about March 17, 2016, Investor SGT paid $50,000 via check to Woodbridge Mortgage Investment Fund 3, LLC in exchange for a promissory note in the amount of $50,000 dated March 24, 2016 at a rate of 5.5%.

57. On or about May 2, 2017, Investor SGT renewed her investment into a new promissory note in the amount of $50,000 at a rate of 5.5%.

58. Nimmow earned $4,000 in commissions from the sale of the Woodbridge promissory notes to Investor SGT.

Investor SLT

59. Investor SLT is an adult female resident of Madison, Wisconsin. She is the daughter of Investor SGT. At the time of the transactions in question, SLT was about 54 years old.

60. On or about October 14, 2016, Nimmow offered SLT the opportunity to invest in Woodbridge. Investor SLT paid $50,000 via check to Woodbridge Mortgage Investment Fund 3A, LLC in exchange for a promissory note dated October 13, 2016 in the amount of $50,000 at a rate of 5.0%.

61. On or about April 19, 2017, Investor SLT renewed her investment into a new promissory note in the amount of $50,000 at a rate of 5.0%.

62. Nimmow earned $3,166.67 in commissions from the sale of the Woodbridge promissory notes to Investor SGT.

B. Conclusions of Law

Legal Authority and Jurisdiction

63. The Administrator has legal authority and jurisdiction over the conduct described above, pursuant to Ch. 551 and the rules and orders promulgated thereunder.

64. The FPCMs offered and sold by Nimmow on behalf of Woodbridge included promissory notes which are securities as defined by Wis. Stat. § 551.102(28).

65. Since the investors in Woodbridge were involved in a common enterprise with the expectation of profits to be derived from the essential managerial efforts of others, the FPCMs offered and sold by Nimmow on behalf of Woodbridge are investment contract securities as defined by Wis. Stat. § 551.102(28).

66. Nimmow was registered as a registered representative of Forest Securities at all times material.

67. The Financial Regulatory Authority ("FINRA") is a self-regulatory organization, as defined under Wis. Stat. § 551.102(29).

68. Pursuant to Wis. Stat. § 551.412(3), if the Administrator finds that the order is in the public interest and Wis. Stat. §§ 551.412(4) (a) to (f), (h), (i), (j), (L), (m), or (o) to (r) authorizes the action, an order under this chapter may censure, impose a bar, or impose a civil penalty in an amount not to exceed a maximum of $10,000 for a single violation or $100,000 for more than one violation, or in such amount as agreed to by the parties, on a registrant.

69. Pursuant to Wis. Stat. § 551.412(4)(m), a person may be disciplined under Wis. Stat. § 551.412(3) if the person has engaged in dishonest or unethical practices in the securities, commodities, investment, franchise, banking, finance, or insurance business within the previous 10 years. Pursuant to Wis. Admin. Code § DFI-Sec. 4.06(2)(i) and 4.06(1)(q), dishonest or unethical practices by a registered agent of a broker-dealer include but are not limited to violating any rule of any securities exchange or national securities association of which the agent is a member with respect to any customer, transaction or business in this state.

70. Pursuant to FINRA Rule 1031, to become registered, a securities professional must pass qualifying exams administered by FINRA to demonstrate competency in the particular securities activities in which he or she works.

71. Pursuant to Wis. Stat. § 551.501(2), it is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

Violations

72. Through the conduct described above, Nimmow violated Wis. Stat. § 551.412(4)(m) and Wis. Admin. Code § DFI-Sec 4.06(2)(i) when he violated FINRA Rule 1031 by selling private placement investments for which he was not qualified or properly registered to sell.

73. Through the conduct described above, Respondents violated Wis. Stat. § 551.501(2) when they, in connection with the offer and sale of securities, directly or indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

III.

In view of the above findings of fact and conclusions of law, the Administrator deems it necessary and appropriate in the public interest and for the protection of investors, and pursuant to its legal authority and jurisdiction under Ch. 551, to wit Wis. Stat. §§ 551.604 and 551.412, to issue the following orders and notices:

A. Consent Orders issued pursuant to Wis. Stat. §§ 551.604(2) and 551.412

(a) IT IS ORDERED that RESPONDENTS, their agents, servants, officers, employees, successors, affiliates, and every entity and person directly or indirectly controlled or

organized by or on behalf of RESPONDENTS, shall cease and desist from making or causing to be made to any person or entity in Wisconsin any further offers or sales of securities unless and until such securities qualify as covered securities or are registered under Ch. 551 or successor statute, pursuant to Wis. Stats. §§ 551.604(1)(a) and (2).

(b) IT IS FURTHER ORDERED that all exemptions from registration set forth in Ch. 551 or successor statute that might otherwise apply to any offer or sale of any security of or by RESPONDENTS, their agents, servants, officers, employees, successors, affiliates, and every entity and person directly or indirectly controlled or organized by or on behalf of RESPONDENTS, are hereby revoked, pursuant to Wis. Stats. §§ 551.604(1)(b) and (2).

(c) IT IS FURTHER ORDERED that RESPONDENTS, their successors, affiliates, controlling persons, officers, agents, servants, employees, and every entity and person directly or indirectly controlled or hereafter organized by or on behalf of RESPONDENTS are prohibited from violating Wis. Stat. § 551.501 or successor statute.

(d) IT IS FURTHER ORDERED that NIMMOW is barred from future registration under Ch. 551 in any capacity for a period of 48 months from March 23, 2018, which was his last date of registration, pursuant to Wis. Stat. §§ 551.412(3) and 551.412(6).

(e) IT IS FURTHER ORDERED that in the event NIMMOW obtains future registration after the expiration of the 48 month bar, he will be subject to heightened supervision by the broker-dealer or investment adviser with whom he is registered for a period of at least two years.

(f) IT IS FURTHER ORDERED that RESPONDENTS disgorge any and all commissions, profits, or other monies received as compensation for making offers and/or sales of securities issued by Woodbridge to Wisconsin investors, with interest on such amount at the legal rate under Wis. Stat. § 138.04, starting from the date of each sale to the investors through the date of satisfaction, less any commissions waived by an investor in writing filed with the Division or commissions judicially ordered returned to the bankruptcy estate in *In re Woodbridge Group of Companies*, USBC District of Delaware, Case No. 17-12560, pursuant to Wis. Stat. § 551.604(4m), in accordance with the terms of the attached Payment Agreement, which is incorporated by reference herein and attached as Exhibit 1.

(g) IT IS FURTHER ORDERED that NIMMOW pay a civil penalty in the form of an administrative assessment totaling $10,000.00 for NIMMOW'S violations committed against the above named investors, pursuant to Wis. Stat. § § 551.412(3) and 551.604(4), which shall be waived by the Division, provided Nimmow complies with the terms of the Payment Agreement.

(h) IT IS FURTHER ORDERED that NIMMOW must complete all disgorgement payments and civil penalties in accordance with the Payment Agreement as a precondition for any future applications for registration with the Division.

(i) IT IS FURTHER ORDERED that NIMMOW shall make disgorgement payments directly to the Wisconsin investors in accordance with the terms of the Payment Agreement and shall provide documentation of such payments to the Division upon request.

(j) IT IS FURTHER ORDERED that payments under this Consent Order that are more than 90 days past due or not adhering to the Payment Agreement shall be a violation of this order and may result in additional action by the Division pursuant to Chapter 551 and/or in certification of the entire judgment to the state debt collection program under Wis. Stat. § 71.93, or successor statute, and any other enforcement options available to the Division under the law.

(k) IT IS FURTHER ORDERED that the document filed as Payment Agreement Exhibit A shall be placed under seal and not made part of the public record under Wis. Stat. § 551.607.

B. Service of Order

(l) IT IS FURTHER ORDERED that the Division shall send this order promptly by certified mail to each party named in the order at his or her last known address or to the party's attorney of record, or shall be personally served upon the party or the party's attorney of record, pursuant to Wis. Admin. Code § DFI-Sec 8.06. This order shall also be served upon the office of the administrator pursuant to Wis. Stat. § 551.611.

(m) PLEASE TAKE NOTICE that the date of service of this order if it is sent by certified mail is the date it is placed in the mail, which is also the issue and effective date below. If a respondent is personally served, the date of service is the date personal service is obtained.

C. Notifications

(n) PLEASE TAKE NOTICE that this Order consented to by NIMMOW and LEGACY FINANCIAL prohibits NIMMOW and LEGACY FINANCIAL from transacting securities business in the State of Wisconsin per the terms of the Order pursuant to Wis. Stat. §§ 551.604(2) and 551.412, and is effective upon the date issued.

(o) PLEASE TAKE FURTHER NOTICE that any failure by NIMMOW to disclose this Order to prospective investors may be deemed to be a violation of Wis. Stat. § 551.501 or successor statute.

(p) PLEASE TAKE FURTHER NOTICE that any willful violation of an Order by the Division under Ch. 551 is a criminal offense punishable under the provisions of Wis. Stat. § 551.508.

EXECUTED at Madison, Wisconsin this 26th day of September, 2019.

Leslie M. Van Buskirk
Administrator

Division of Securities
State of Wisconsin Department of Financial Institutions
4822 Madison Yards Way, 4th Floor
Madison, WI 53705

STATE OF WISCONSIN
Before the
DEPARTMENT OF FINANCIAL INSTITUTIONS
DIVISION OF SECURITIES

In the Matter of

JEFFREY S. NIMMOW and
LEGACY FINANCIAL NETWORK AND
RETIREMENT SERVICES, INC.

Respondents.

PAYMENT AGREEMENT

No. S-236002 (EX)

This payment agreement is entered into by and between the parties of (1) the State of Wisconsin, Department of Financial Institutions, Division of Securities (the "Division"); and (2) JEFFREY S. NIMMOW (the "Respondent").

WHEREAS, on September 26, 2019, the parties executed a consent order to resolve the Division's investigation of Respondent;

WHEREAS, pursuant to the consent order, the Respondent agreed to disgorge $177,937 in commission payments received for the sale of promissory notes issued by Woodbridge to Wisconsin investors described in ¶¶ 1-73 of the Consent Order, along with interest at the legal rate accruing through the date of full satisfaction, less any commissions waived by an investor in writing filed with the Division or commissions judicially ordered returned to the bankruptcy estate in *In re Woodbridge Group of Companies*, USBC District of Delaware, Case No. 17-12560;

WHEREAS, the parties agreed to execute this payment agreement to set forth the payment terms of the consent order;

NOW THEREFORE, in consideration of the mutual covenants and additional consideration hereinafter set forth, the parties agree as follows:

1. Respondent shall make payments in the following manner:

    a. Monthly payments to each investor identified in Exhibit A pursuant to the amortization tables provided.
    b. The first monthly payment is due by **November 30, 2019** and subsequent monthly payments are due by the last day of each later month.

2. After the Respondent has made a total of $177,937 in disgorgement payments (less any commissions waived by an investor in writing filed with the Division or commissions judicially ordered returned to the bankruptcy estate in *In re Woodbridge Group of Companies*, USBC District of Delaware, Case No. 17-12560), the parties may modify payment terms to satisfy the interest accrued up until the total payments referenced in ¶ 1 have been made.

3. A civil penalty in the amount of $10,000 is due within 30 days of Respondent's failure to adhere to the terms of this payment agreement. If all of Respondent's disgorgement payments are paid in full and on time, the Division shall waive the civil penalty imposed against Jeffrey S. Nimmow.

4. Each monthly payment must be in the form of a check made payable to the specified investor. Copies of every check and all correspondence shall be provided to the Division.

5. Respondent may elect to make monthly payments greater than the required amount outlined in ¶ 1, but excess amounts may not be applied to satisfy subsequent minimum monthly payments.

6. Outstanding payments that are more than 90 days past due or not adhering to the payment terms set forth in this payment agreement may result in certification of the entire judgment to the state debt collection program under s. 71.93, Stats., or successor statute, and/or may be enforced by filing the consent order with a court of competent jurisdiction pursuant to s. 551.604(7), Stats. and/or any other enforcement options available to the Division under the law.

7. This payment agreement may be modified only in writing and any modifications must be signed by authorized representatives of the parties.

8. This payment agreement may be executed by electronic transmission and in counterparts, each of the signatures taken independently to be combined together and construed as a whole, and a copy of a signature transmitted by electronic transmission shall be valid as an original.

9. The effective date of this payment agreement is the last date of the parties' signatures below.

AGREED TO BY:

Division of Securities

Respondent

Jeffrey S. Nimmow

Jeffrey S. Nimmow

Date: 9/24/2019

Approved as to form. Not as a guaranty.

ROBIN JACOBS
Attorney Supervisor for the Division of Securities

Date: 9/26/2019

JEFFREY LIOTTA
Attorney for Respondent

Date: 9-25-19

State of Wisconsin

Department of Financial Institutions

Tony Evers, **Governor** Kathy Blumenfeld, **Secretary**

AFFIDAVIT OF SERVICE
AND COMPLIANCE WITH WIS. STAT. § 551.611

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

I, KATHERINE CLEMENTI, first being duly sworn, depose and state:

1. I am employed with the State of Wisconsin, Department of Financial Institutions, Division of Securities.

2. On the date of this Affidavit and in the course of regularly conducted activity, I have caused to be served by certified mail upon Respondent Jeffrey S. Nimmow's and Respondent Legacy Financial Network and Retirement Services, Inc.'s counsel Attorney Jeffrey J. Liotta at his last known business address of 20800 Swenson Drive, Suite 300, Waukesha, WI 53186:

   i. A copy of the Waiver and Consent to Order, Consent Order to Cease and Desist, Revoking Exemptions, Suspension, and Imposing Disgorgement and Civil Penalties, Exhibit 1, and Exhibit A (filed under seal), DFI Case No. S-236002 (EX); and

   ii. A copy of this Affidavit of Service.

3. In compliance with Wis. Stat. §§ 227.48, 551.611, and 891.46; and Wis. Admin. Code. §§ DFI-Sec 8.06 and 8.07, I have also caused to be served copies of those same documents upon the Administrator for the Division of Securities.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Katherine Clementi
KATHERINE CLEMENTI

State of Wisconsin
Department of Financial Institutions
Division of Securities

Subscribed and sworn to before me

This 26th day of September, 2019.

Robin Jacobs
Notary Public, State of Wisconsin
My commission is permanent.

(Notary Seal)

ROBIN S. JACOBS
NOTARY
PUBLIC
STATE OF WISCONSIN