

**ADMINISTRATIVE PROCEEDING
BEFORE THE
SECURITIES COMMISSIONER OF SOUTH CAROLINA**

IN THE MATTER OF:)	
)	
Dublin Finance Associates, LLC;)	CONSENT ORDER
Thomas W. Janes;)	AS TO RESPONDENTS
Commonwealth Botanicals, LLC; and)	DUBLIN FINANCE
Dean D. Porter;)	ASSOCIATES, LLC AND
)	THOMAS W. JANES
)	Matter No. 20194002
Respondents.)	
_____)	

I. PRELIMINARY STATEMENT

Pursuant to the authority granted to the Securities Commissioner of South Carolina (the “Securities Commissioner”) under the South Carolina Uniform Securities Act of 2005, S.C. Code Ann. § 35-1-101, *et seq.*, and the regulations and rules promulgated thereunder (collectively, the “Act”), and delegated to the Securities Division of the Office of the Attorney General of the State of South Carolina (the “Division”) by the Securities Commissioner, the Division conducted an investigation into the securities-related activities of Dublin Finance Associates, LLC (“Dublin”), Thomas W. Janes (“Janes”), Commonwealth Botanicals, LLC (“Commonwealth”), and Dean D. Porter (“Porter”) (collectively, the “Respondents”). In connection with its investigation, the Division has determined that the Respondents violated the Act.

Without admitting or denying the Findings of Fact and Conclusions of Law set forth below, except as to the jurisdiction of the Securities Commissioner over Dublin and Janes and the subject matter of this proceeding, which are admitted, Dublin and Janes, having been advised of their right to counsel, expressly consent to the entry of this Consent Order, which resolves the allegations against them set forth herein and in the July 22, 2022, Order to Cease and Desist issued by the

Division (the “Cease and Desist Order”).¹ Dublin and Janes elect to waive permanently any right to a hearing and appeal under S.C. Code Ann. § 35-1-609, with respect to this Consent Order.

II. JURISDICTION

1. The Securities Commissioner has jurisdiction over this matter pursuant to S.C. Code Ann. § 35-1-601(a).

III. RELEVANT PERIOD

2. Except as otherwise expressly stated, the conduct described herein occurred between October 1, 2018, and the present (the “Relevant Period”).

IV. RESPONDENTS

3. Dublin is a South Carolina limited liability company formed on October 31, 2018, with a last known address of 782 Johnnie Dodds Boulevard, Mount Pleasant, South Carolina 29464.

4. Janes is a Massachusetts resident. During the Relevant Period, Janes formed Dublin and served as the Chief Executive Officer and sole managing member.

5. Commonwealth is a South Carolina limited liability company formed on November 29, 2018, with a last known address of 1650 James Nelson Road, Mount Pleasant, South Carolina 29464.

6. Porter is a South Carolina resident. During the Relevant Period, Porter formed Commonwealth and served as the sole managing member.

¹ In the Matter of Dublin Finance Associates, LLC *et al.* – Order to Cease and Desist (7/22/2022) (<https://www.scag.gov/media/kx4pscoe/cease-and-desist-order-dublin-finance-associates-llc-et-al-matter-no-20194002-final-03053821xd2c78.pdf>).

V. FINDINGS OF FACT

i. The Investment Opportunity

7. Janes and Porter met approximately ten years ago through a mutual acquaintance during a business transaction.

8. In 2018, Janes and Porter discussed a business opportunity regarding the purchasing and processing of raw hemp into cannabidiol (“CBD”) products for resale.

9. As part of this business opportunity, Janes formed Dublin on October 31, 2018, for the sole purpose of financing Commonwealth’s operations (i.e., the purchasing, transporting, and processing of raw hemp into CBD products).

10. Beginning in or around October 2018, Janes spoke with potential noteholders about a business opportunity regarding the purchasing and manufacturing of raw hemp into CBD products for resale.

11. In or around November 2018, Janes discussed with noteholders that noteholders would receive 10% returns on their investment on a monthly basis and that upon termination, the noteholders would receive a return of their initial investment.

12. In or around November 2018, Janes further discussed with noteholders that the CBD products would command a premium price and that payments received from the sales of the CBD products would be used by Dublin to pay noteholders’ monthly interest payments and principal.

13. Between November 13, 2018, and December 12, 2018, noteholders executed Loan and Security Agreements and Subscription Agreements with Dublin whereby Dublin granted noteholders a security interest in collateral that included: (i) the raw hemp; (ii) any work-in-progress; (iii) the finished CBD products; (iv) Dublin’s cash on hand and in Dublin’s bank account;

and (v) Dublin's portfolio of loans receivable from borrowers to whom Dublin had advanced funds in commercial factoring transactions.

14. In exchange for noteholder funds, Dublin issued promissory notes (collectively, the "Dublin Notes" and individually, the "Dublin Note") to each noteholder containing the following terms:

- a. Interest on the principal amount was to be paid at the close of each thirty (30) day period at the rate of ten percent (10%) per month (defined as a thirty (30) day period) for a total of eight (8) consecutive thirty (30) day periods;
- b. The maturity date was two hundred forty (240) days from the date the Dublin Note was issued;
- c. Dublin was to pay the principal amount of the investment in one installment on or before the date of maturity, not exceeding two hundred forty (240) days from the date the Dublin Note was issued; and
- d. In the event of a default on the Dublin Note, interest on the unpaid principal amount would accrue at a rate of fifteen percent (15%) per month.

15. Between November 13, 2018, and December 12, 2018, Dublin raised \$775,000.00 from 13 noteholders.

16. The noteholder funds were wired to Dublin's bank account where Janes and Porter were both authorized representatives and signatories.

ii. Dublin and Commonwealth Business Venture

17. On November 29, 2018, within a month of Janes' forming Dublin, Porter formed Commonwealth.

18. On or around December 3, 2018, Commonwealth and Dublin entered into a Loan and Security Agreement (the “Commonwealth Agreement”) whereby Dublin agreed to provide Commonwealth \$700,000.00 in order to fund Commonwealth’s operations and contractual obligations related to purchasing and transporting raw hemp and using the raw hemp to manufacture CBD products for sale. For this transaction, these funds were to be advanced directly to the third parties by Dublin on behalf of Commonwealth.

19. Pursuant to the Commonwealth Agreement, Commonwealth executed the Senior Secured Commercial Promissory Note (the “Commonwealth Note”) evidencing Commonwealth’s indebtedness to Dublin and obligation to pay Dublin the principal amount and interest upon maturity.

20. The Commonwealth Agreement also provided that Dublin was to charge an origination fee in the amount of 10% of the face value of the Commonwealth Note, equivalent to \$70,000.00, at the beginning of each loan cycle as of the date of the Commonwealth Note, which would be accrued until and payable upon the maturity of the Commonwealth Note.

21. Commonwealth and Dublin also entered into a Consulting Services Agreement (the “Consulting Agreement”) whereby Dublin would charge \$50,000.00 at the beginning of each loan cycle as of the date of the Commonwealth Note, which would be accrued until and payable upon maturity of the Commonwealth Note.

22. The Commonwealth Agreement defined maturity as thirty (30) days from the date of the Commonwealth Note, or at such time as the collateral securing the Commonwealth Note was sold, whichever occurred sooner.

23. On or around December 3, 2018, Commonwealth entered into a Supply Agreement, whereby a third-party farm agreed to sell Commonwealth 10,000 pounds of raw hemp for

\$380,000.00. The Supply Agreement acknowledged that the cost of the purchase would be fulfilled on Commonwealth's behalf by Dublin.

24. On or around December 5, 2018, Commonwealth entered into a Manufacturing Agreement (the "Manufacturing Agreement") with LabCanna Biosciences, Inc. ("LabCanna") whereby LabCanna agreed to manufacture the raw hemp provided to it by Commonwealth into THC-removed CBD isolate.

25. The Manufacturing Agreement acknowledged that Dublin would advance funds due from Commonwealth to LabCanna on behalf of Commonwealth and that Dublin would have a first lien security interest in the raw hemp materials, the materials during the work in progress stages, and the finished products.

26. The Manufacturing Agreement also acknowledged that Dublin, on behalf of Commonwealth, would pay LabCanna \$300,000.00 upon delivery of the raw hemp.

27. On December 3, 2018, and December 6, 2018, Dublin wired a total of \$22,500.00 to a transportation service for the delivery of the raw hemp purchased from the third-party farm to LabCanna.

28. On December 5, 2018, Dublin wired \$380,000.00 to the third-party farm pursuant to the Supply Agreement.

29. On December 6, 2018, Dublin wired \$285,000.00 to LabCanna pursuant to the Manufacturing Agreement.

30. On December 21, 2018, Commonwealth filed a UCC-1 filing with the State of South Carolina securing Dublin's interest in Commonwealth's present and future right, title, and interest in all of the underlying raw materials, work in progress, and finished products derived from the raw materials.

31. On December 31, 2018, LabCanna wired \$185,000.00, purportedly from the sale of products derived from Commonwealth's raw hemp, to Dublin pursuant to the Manufacturing Agreement. LabCanna deducted \$15,000 from this distribution because LabCanna was initially only paid \$285,000 of the \$300,000 required manufacturing fee.

32. Subsequently, on January 2, 2019, Dublin wired the noteholders their first interest payment pursuant to the Dublin Notes.

33. On February 7, 2019, LabCanna wired \$30,000.00 to Dublin.

34. Subsequently, on February 7, 2019, Dublin wired select noteholders their second interest payment pursuant to the Dublin Notes.

35. On March 14, 2019, LabCanna wired \$35,000.00 to Dublin.

36. Once again, on or around March 14, 2019, Dublin wired select noteholders their third interest payment pursuant to the Dublin Notes.

37. On March 28, 2019, a third-party purchaser wired \$100,000.00 to Dublin on behalf of LabCanna purportedly in connection with the purchase of products produced pursuant to the Manufacturing Agreement.

38. On March 28, 2019, Dublin wired the remaining noteholders their interest payments that totaled the amount of the prior two-missed interest payments. Furthermore, on April 12, 2019, Dublin wired one noteholder their interest payment.

39. On April 15, 2019, LabCanna wired \$20,000.00 to Dublin.

40. On or around April 16, 2019, Dublin wired two of the thirteen noteholders their interest payments pursuant to the Dublin Notes.

41. On May 15, 2019, LabCanna wired \$10,000.00 to Dublin.

42. On May 30, 2019, LabCanna wired \$15,000.00 to Dublin.

43. On or around May 31, 2019, Dublin wired select noteholders interest payments pursuant to the Dublin Notes.

iii. Default and Settlement

44. After LabCanna's wire to Dublin on December 31, 2018, LabCanna began making partial payments and not complete payments as required by the Manufacturing Agreement with Commonwealth.

45. As a result of LabCanna's default, Commonwealth failed to perform pursuant to the Commonwealth Agreement, Commonwealth Note, and Consulting Agreement entered into with Dublin; therefore, Dublin was unable to make complete interest payments to Dublin's noteholders pursuant to the Dublin Notes. Despite Commonwealth's default, Dublin continued to make select interest payments to noteholders.

46. As a result of Commonwealth's default, in or around June 2019, Janes and Dublin proposed to noteholders an amendment to the Dublin Notes (the "Proposed Amendment").

47. The Proposed Amendment provided that the date upon which Dublin would repay noteholders' principal and interest was extended until October 26, 2019.

48. The Dublin noteholders never agreed to the Proposed Amendment.

49. On June 26, 2019, seven noteholders provided Dublin with a notice of default and declared the unpaid principal, and accrued and unpaid interest owed pursuant to the terms of the Dublin Notes, due immediately.

50. On June 28, 2019, Dublin and Commonwealth entered into a "Settlement and Strict Foreclosure Agreement" and "General Assignment and Bill of Sale" (collectively, the "Dublin-Commonwealth Settlement Agreement").

51. Pursuant to the Dublin-Commonwealth Settlement Agreement, Dublin and Commonwealth agreed that Dublin's secured interest in the raw hemp and products derived therefrom, represented a substantial opportunity to protect Dublin's economic interests and constituted substantial valuable consideration.

52. The Dublin-Commonwealth Settlement Agreement transferred, conveyed, assigned, and delivered to Dublin the secured interest in the raw hemp materials and any work in progress or finished products derived therefrom for the benefit of Dublin and its noteholders.

53. The Dublin-Commonwealth Settlement Agreement ensured that Dublin maintained the sole interest in the raw materials, work in progress, and completed products.

54. On January 29, 2020, despite the Dublin-Commonwealth Settlement Agreement, and unbeknownst to Janes and Dublin, Commonwealth and Porter entered into a settlement agreement with LabCanna (the "LabCanna Settlement Agreement") for purposes of settling LabCanna's breach of the Manufacturing Agreement.

55. Unbeknownst to Janes and Dublin, the breach that Porter sought to settle related solely to LabCanna's nonpayment to Commonwealth that would have gone, in whole or in part, to making Commonwealth's payments to Dublin pursuant to the Commonwealth Agreement and Commonwealth Note and thus back to the noteholders.

56. The terms of the LabCanna Settlement Agreement required LabCanna to transfer 270 shares of LabCanna common stock to Commonwealth and appoint Porter to a non-assignable seat on LabCanna's advisory board for a term of 24 months from the formation of an advisory board. The LabCanna Settlement Agreement also provided that Commonwealth and Porter would fully indemnify LabCanna from all possible claims brought by Dublin pursuant to the Manufacturing Agreement.

57. The LabCanna Settlement Agreement included provisions preventing Commonwealth from transferring ownership of the shares of common stock to any individual or entity other than Porter in his individual capacity.

58. The LabCanna Settlement Agreement also included the option for LabCanna to repurchase the shares of common stock for \$825,000.00 within the first year; \$1,000,000.00 within the second year; and \$1,350,000.00 within the third year.

iv. Misappropriation of Investor Funds

59. Starting on November 14, 2018, Janes began making payments, wire transfers, and withdrawals of noteholders' funds, totaling approximately \$80,000.00, from Dublin's bank account.

60. On November 14, 2018, Janes wired \$18,200.00 from Dublin's bank account to his child's private school for tuition.

61. On November 15, 2018, Janes purchased a certified check for \$9,000.00 payable to his ex-spouse.

62. On November 16, 2018, Janes withdrew \$22,808.00 from Dublin's bank account.

63. On November 23, 2018, Janes withdrew \$10,000.00 from Dublin's bank account.

64. On December 17, 2018, Janes withdrew \$15,000.00 from Dublin's bank account.

65. During the Relevant Period, LabCanna wired a total of \$395,000.00 to Dublin pursuant to the Manufacturing Agreement.

66. During the Relevant Period, Dublin returned approximately \$267,500.00 in interest and repayment of principal to noteholders.

67. During the Relevant Period, Janes made a number of withdrawals, wire transfers, and charges from Dublin's bank account.

68. On December 31, 2018, Janes withdrew a total of \$27,008.00 from Dublin's bank account.

69. On January 2, 2019, Janes withdrew \$9,000.00 from Dublin's bank account and wired \$50,000.00 to Commonwealth from Dublin's bank account.

70. On January 14, 2019, Janes purchased a certified check for \$5,000.00 for his child's private school tuition.

71. On January 22, 2019, Janes withdrew \$5,000.00 from Dublin's bank account.

72. On February 13, 2019, Janes withdrew \$3,500.00 from Dublin's bank account.

73. On March 28, 2019, Janes withdrew \$5,900.00 from Dublin's bank account.

74. On April 5, 2019, Janes withdrew \$10,008.00 from Dublin's bank account for his child's private school tuition.

75. On May 16, 2019, Janes withdrew \$1,000.00 from Dublin's bank account.

76. On May 17, 2019, Janes purchased a certified check for \$4,500.00 for his ex-spouse.

77. On May 30, 2019, Janes withdrew \$2,500.00 from Dublin's bank account.

78. Overall, of the distributions received from LabCanna pursuant to the Manufacturing Agreement, Janes withdrew approximately \$130,000.00 for personal expenses.

79. Janes has represented to the Division that during the Relevant Period he deposited \$10,221.49 of his personal funds into Dublin's bank account. Furthermore, Janes has represented that he incurred approximately \$30,000.00 in business expenses on behalf of Dublin.

v. *Misrepresentations and Omissions*

80. Dublin and Janes failed to disclose to noteholders Dublin's and Janes' relationship with Commonwealth and Porter. Specifically, Dublin and Janes failed to disclose to noteholders

that Dublin entered into the Commonwealth Agreement, the Commonwealth Note, and the Consulting Agreement whereby Dublin was contractually obligated to provide the noteholders' funds to Commonwealth to pursue the business venture and would be compensated by Commonwealth on the date of maturity of the Commonwealth Note.

81. Porter failed to disclose to noteholders that:

- a. In 2006, the Supreme Court of South Carolina suspended Porter from the practice of law for 90 days due to misconduct that violated the South Carolina Rules of Professional Conduct; and
- b. In 2014, the State of Washington Department of Financial Institutions initiated an enforcement action against Porter for illegally operating as an unlicensed mortgage broker.

82. Janes represented to the Division that Porter failed to disclose to Janes both (1) Porter's 2006 suspension from the practice of law in South Carolina, and (2) the enforcement action initiated against Porter by the Washington Department of Financial Institutions in 2014.

83. Pursuant to the Commonwealth Agreement, the Commonwealth Note, and the Consulting Agreement entered into between Dublin and Commonwealth, Dublin's and Janes's compensation accrued until and was payable upon the maturity of the Commonwealth Note.

84. However, Janes failed to disclose to investors how Dublin or Janes would be compensated or how much they would be compensated for their services.

85. Furthermore, Janes represented to some noteholders that proceeds would be sent to Dublin's escrow account in order to pay the principal and interest owed to noteholders pursuant to the Dublin Notes. Instead, during the Relevant Period, Janes continuously withdrew funds from the Dublin bank account for his own personal use until the account balance fell to zero. LabCanna

continued to make partial payments to Dublin, which in turn made partial payments to noteholders, through June 2019.

86. The Respondents failed to disclose to noteholders that on June 28, 2019, Dublin and Commonwealth entered into the Dublin-Commonwealth Settlement Agreement ensuring Dublin's secured interest in the raw hemp and products derived therefrom and discharging Commonwealth's claims and causes of action arising out of their contractual agreements, an agreement favorable to Dublin and its noteholders.

V. CONCLUSIONS OF LAW

87. Paragraphs 1 through 86 are incorporated by reference as though fully set forth herein.

88. The Dublin Notes are securities as defined in S.C. Code Ann. § 35-1-102(29).

89. Pursuant to S.C. Code Ann. § 35-1-301, it is unlawful for a person to offer or sell a security in this State unless: (1) the security is a federal covered security; (2) the security, transaction, or offer is exempted from registration under Sections 35-1-201 through 35-1-203; or (3) the security is registered under this chapter.

90. The Dublin Notes were and are required to be registered with the Division pursuant to S.C. Code Ann. § 35-1-301.

91. The Dublin Notes are not federally covered securities, are not exempt from registration, and have not been registered with the Division.

92. Respondents Dublin and Janes offered and sold an unregistered security in violation of S.C. Code Ann. § 35-1-301.

93. Pursuant to S.C. Code Ann. § 35-1-501, it is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly: (1) to employ a device, scheme,

or artifice to defraud; (2) to make an 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; or (3) to engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

94. The conduct of Respondents Dublin and Janes, as alleged in paragraphs 11-12 and 84-85, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(2).

95. The conduct of Respondents Dublin and Janes, as alleged in paragraphs 18-22 and 80, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(2).

96. The conduct of Respondents Dublin and Janes, as alleged in paragraph 81-82, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(2).

97. The conduct of Respondents Dublin and Janes, as alleged in paragraphs 83-84, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(2).

98. The conduct of Respondents Dublin and Janes, as alleged in paragraphs 59-64 and 78, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(3).

99. The conduct of Respondents Dublin and Janes, as alleged in paragraphs 65-78, *supra*, constitutes a violation of S.C. Code Ann. § 35-1-501(3).

100. The Respondents' violations of the Act set forth above provide the basis for this Consent Order, pursuant to S.C. Code Ann. § 35-1-604(a)(1).

101. This Consent Order is appropriate and in the public's interest, pursuant to the Act.

VI. ORDER

NOW THEREFORE, pursuant to S.C. Code Ann. § 35-1-604(a)(1), it is hereby **ORDERED** that:

- a. Dublin and Janes and every successor, affiliate, control person, agent, servant, and employee of each, and every entity owned, operated, or indirectly or directly controlled by or on behalf of each shall **CEASE AND DESIST** from transacting business in this State in violation of the Act;
- b. Dublin and Janes expressly consent and agree to be **PERMANENTLY BARRED** in the State of South Carolina from associating with or acting as an issuer, or a partner, officer, director, or control person of an issuer, or as an agent of an issuer;
- c. Dublin and Janes expressly consent and agree to be **PERMANENTLY BARRED** from offering or selling securities to, from, or within the State of South Carolina until such securities are properly registered with the Division;
- d. Dublin and Janes shall jointly and severally pay a civil penalty in the amount of one hundred ninety thousand dollars (\$190,000.00) to the Division, due within 120 days of execution of this Consent Order;
- e. Dublin and Janes shall provide restitution to fairly compensate noteholders for those losses attributable to the alleged wrongdoing;
- f. Dublin and Janes shall disgorge all ill-gotten gains; and
- g. Dublin and Janes shall jointly and severally pay six thousand two hundred eighty-eight dollars and seventy-five cents (\$6,288.75) for the Division's costs associated with this investigation, due immediately upon execution of this Consent Order.
- h. In light of the information provided to the Division related to Janes' current financial state, including financial attestations made by Janes directly to the Division, the Division agrees to waive pursuit, enforcement, or collection of the restitution referenced in Section VI(e), agrees to waive pursuit, enforcement, or collection of the disgorgement referenced in

Section VI(f), agrees to waive pursuit, enforcement, or collection of the costs referenced in Section VI(g), and agrees to reduce the amount of the civil penalty referenced in Section VI(d) to five thousand dollars (\$5,000.00), subject to the following conditions:

- a. Janes has not made any material misrepresentations regarding his financial condition in disclosures made to the Division in anticipation of this Consent Order;
- b. Janes produces to the Division his federal tax returns within fifteen days upon filing with the Internal Revenue Service for the years 2023, 2024, and 2025; and
- c. The waiver contained in this paragraph shall cease to be in effect if:
 - i. Any of Janes' material representations in financial disclosures made to the Division prove to be inaccurate; or
 - ii. Janes experiences a material change in financial circumstances within three years of the date of this Consent Order;
 - iii. In the event that either of the above conditions are met, the Division may petition a court of competent jurisdiction to enforce the terms of Section VI(d)-(g), above.


Upon execution by the Securities Commissioner, this Consent Order resolves Matter Number 20194002 as to Dublin and Janes.

As part of this Consent Order, Dublin and Janes agree that they: (i) will not take any action or make or permit to be made any public statement denying, directly or indirectly, any allegation in this Consent Order or creating the impression that this Consent Order is without factual basis; and (ii) will not make or permit to be made any public statement to the effect that Dublin and Janes do not admit the allegations of this Consent Order, or that this Consent Order contains no admission of the allegations, without also stating that Dublin and Janes do not deny the allegations.

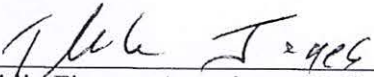
Nothing in this paragraph prohibits Dublin or Janes from making any statements in the context of defending themselves during litigation or administrative proceedings. If Dublin or Janes breach any of the terms of this Consent Order, the Securities Commissioner may vacate this Consent Order. Nothing in this paragraph affects Dublin's or Janes': (i) testimonial obligations or (ii) right to take differing legal or factual positions in litigation or other legal or administrative proceedings.

This Consent Order should not be interpreted to waive any (i) criminal cause of action, (ii) private cause of action that may have accrued to noteholders as a result of the activities detailed herein, or (iii) other causes of action that may result from activities of a Respondent not detailed in this Consent Order.

ENTERED, this the 3 day of January, 2023. ²⁴ *Wilson*

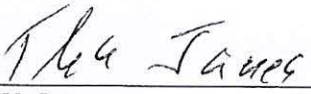

ALAN WILSON
Securities Commissioner
State of South Carolina

Respondent Dublin Finance Associates, LLC consents to the terms of the above Consent Order:

By: 
Dublin Finance Associates, LLC

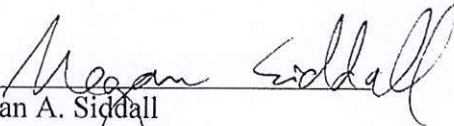
Date: 12/19/23

Respondent Thomas W. Janes consents to the terms of the above Consent Order:


Thomas W. Janes


Date: 12/19/23

Reviewed by Counsel for Thomas W. Janes, Individually, and on behalf of Dublin Finance Associates, LLC:


Megan A. Siddall
Miner Siddall LLP
101 Federal Street, Suite 650
Boston, MA 02110

Date: 12/15/23

The Securities Division of the Office of the South Carolina Attorney General consents to the above Consent Order:

By: 
Jonathan B. Williams
Assistant Deputy Attorney General

Date: 12/19/23