



Ontario  
Securities  
Commission

Commission des  
valeurs mobilières  
de l'Ontario

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**IN THE MATTER OF THE SECURITIES ACT  
R.S.O. 1990, c. S.5, AS AMENDED**

**and**

**IN THE MATTER OF  
LIMELIGHT ENTERTAINMENT INC., CARLOS A. DA SILVA,  
DAVID C. CAMPBELL, JACOB MOORE  
and JOSEPH DANIELS**

**SETTLEMENT AGREEMENT BETWEEN  
STAFF OF THE ONTARIO SECURITIES COMMISSION  
AND JACOB MOORE**

**I. INTRODUCTION**

1. By Notice of Hearing dated July 18, 2007, the Ontario Securities Commission (the "Commission") announced that it will hold a hearing on August 2, 2007 in respect of a settlement agreement ("Settlement Agreement") between Staff of the Commission and Jacob Moore ("Moore"). At the hearing, the Commission will consider whether, pursuant to sections 127 and 127.1 of the *Securities Act*, R.S.O. 1990, c. S.5, as amended (the "Act"), it is in the public interest to approve the Settlement Agreement consisting of:

- (a) an Order by the Commission that:
  - i. pursuant to paragraph 2 of s. 127(1) of the Act, Moore will cease trading in any securities for a period of 4 years, with the exception that Moore is permitted to trade securities for the account of his registered retirement savings plan (as defined in the *Income Tax Act (Canada)*);

- ii. any exemptions contained in Ontario securities law will not apply to Moore for a period of 4 years, pursuant to paragraph 3 of s. 127(1), except for the exemptions needed to trade in securities in the manner specified in subparagraph 1(a)(i);
  - iii. pursuant to s. 37 of the Act, Moore shall, on a permanent basis, not telephone from within Ontario to any residence within or outside Ontario for the purpose of trading in any security or in any class of securities;
  - iv. pursuant to s. 127.1 of the Act, Moore shall pay \$5,000 to the Commission in costs; and
- (b) an undertaking by Moore that:
- i. Moore will continue to co-operate with Staff in relation to the investigation of this matter and any related enforcement proceedings.

## **II. JOINT SETTLEMENT RECOMMENDATION**

2. Staff of the Commission (“Staff”) recommend settlement of the allegations against Moore in accordance with the terms and conditions set out below. Moore consents to the making of an order against him in the form attached as Schedule “A” on the basis of the facts set out below.

## **III. STATEMENT OF FACTS**

### **Acknowledgment**

3. For the purposes of this Settlement Agreement, Moore agrees with the facts set out in Part III.

### **Agreed Facts**

4. Limelight Entertainment Inc. (“Limelight”) is an Ontario corporation incorporated on August 14, 2000. Limelight was dissolved by the Corporation Tax Branch on or about November 29, 2004 and was revived on or about September 27, 2005.

5. The respondent Moore was a salesperson with Limelight's investor relations department from July 2005 to April 2006 inclusive.
6. Moore is "not" and has never been registered with the Commission in any capacity.
7. As a Limelight salesperson, Moore telephoned and sold shares of Limelight to investors. Moore received commissions on the sale of Limelight shares. Moore earned approximately \$14,525 in commissions or salary from the sale of Limelight shares to investors.
8. Moore's sale of the Limelight shares constituted trades in securities of an issuer that had not been previously issued.
9. No prospectus receipt has been issued to qualify the sale of Limelight shares. By selling Limelight shares, Moore traded in securities, which trades were distributions, without a prospectus being filed and with no exemption from the prospectus requirements of Ontario securities law being available.
10. Moore failed to provide Limelight investors with access to substantially the same information concerning the Limelight shares that a prospectus filed under the Act would provide.
11. Moore made representations to the public regarding: (i) the future value of Limelight shares; and (ii) Limelight being listed on a stock exchange, with the intention of effecting trades in Limelight shares.
12. Moore's conduct in selling the Limelight shares was contrary to Ontario securities law and the public interest.
13. Moore has co-operated with the Commission's investigation respecting the sale of Limelight shares.

#### **IV. TERMS OF SETTLEMENT**

14. Moore agrees to the following terms of settlement:

- (a) an Order by the Commission that:
  - i. pursuant to paragraph 2 of s. 127(1) of the Act, Moore will cease trading in any securities for a period of 4 years, with the exception that Moore is permitted to trade securities for the account of his registered retirement savings plan (as defined in the *Income Tax Act (Canada)*);
  - ii. any exemptions contained in Ontario securities law will not apply to Moore for a period of 4 years, pursuant to paragraph 3 of s. 127(1), except for the exemptions needed to trade in securities in the manner specified in paragraph 1(a)(i);
  - iii. pursuant to s. 37 of the Act, Moore shall, on a permanent basis, not telephone from within Ontario to any residence within or outside Ontario for the purpose of trading in any security or in any class of securities; and
  - iv. pursuant to s. 127.1, Moore shall pay to the Commission \$5,000 in costs; and
- (b) an undertaking by Moore that:
  - i. Moore will continue to co-operate with Staff in relation to the investigation of this matter and any related enforcement proceedings.

#### **V. STAFF COMMITMENT**

15. If this Settlement Agreement is approved by the Commission, Staff will not initiate any further proceedings against Moore under Ontario securities law in respect of any conduct or alleged conduct of Moore in relation to the facts set out in Part III of this Settlement Agreement.

## **VI. PROCEDURE FOR APPROVAL OF SETTLEMENT**

16. Approval of the Settlement Agreement shall be sought at the public hearing of the Commission scheduled for August 2, 2007 or such other date as may be agreed to by Staff and Moore in accordance with the procedures described in this settlement agreement.

17. Staff and Moore agree that if this Settlement Agreement is approved by the Commission, the Settlement Agreement will constitute the entirety of the evidence to be submitted respecting Moore in this matter, and Moore agrees to waive his rights to a full hearing, judicial review or appeal of the matter under the Act.

18. Staff and Moore agree that if this Settlement Agreement is approved by the Commission, neither Staff nor Moore will make any public statement inconsistent with this Settlement Agreement.

19. If, for any reason whatsoever, this settlement is not approved by the Commission, or an order in the form attached as Schedule "A" is not made by the Commission, each of Staff and Moore will be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing of the allegations in the Amended Notice of Hearing and Amended Statement of Allegations, unaffected by this Settlement Agreement or the settlement negotiations.

20. Whether or not this Settlement Agreement is approved by the Commission, Moore agrees that he will not, in any proceeding, refer to rely upon this Settlement Agreement or the negotiation or process of approval of this Settlement Agreement as the basis for any attack on the Commission's jurisdiction, alleged bias, appearance of bias, alleged unfairness or any other remedies or challenges that may otherwise be available.

## **VII. DISCLOSURE OF AGREEMENT**

21. The terms of this Settlement Agreement will be treated as confidential by all parties hereto until approved by the Commission and, forever, if for any reason whatsoever, this

Settlement Agreement is not approved by the Commission, except with the consent of both Moore and Staff as may be required by law.

22. Any obligations of confidentiality shall terminate upon approval of this Settlement Agreement by the Commission.

**VIII. EXECUTION OF AGREEMENT**

23. This Settlement Agreement may be signed in one or more counterparts which together shall constitute a binding agreement.

24. A facsimile copy of any signature shall be effective as an original signature.

Dated this “2<sup>nd</sup>” day of August, 2007

“Ian Smith”  
Witness

“Jacob Moore”  
Jacob Moore

Dated this “25<sup>th</sup>” day of July, 2007

**STAFF OF THE ONTARIO  
SECURITIES COMMISSION**

“Jessica Magpayo”  
Witness

“Michael Watson”  
Michael Watson,  
Director, Enforcement Branch