



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

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20 Queen Street West 20, rue queenouest
Toronto ON M5H 3S8 Toronto ON M5H 3S8

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

- AND -

**IN THE MATTER OF PETER ROBINSON AND PLATINUM INTERNATIONAL
INVESTMENTS INC.**

**SETTLEMENT AGREEMENT
BETWEEN STAFF, PLATINUM INTERNATIONAL INVESTMENTS INC. AND
PETER ROBINSON**

PART I - INTRODUCTION

1. By Notice of Hearing dated December 18, 2009, the Ontario Securities Commission (the "Commission") announced that it proposed to hold a hearing, commencing on January 11, 2010, pursuant to sections 37, 127, and 127.1 of the *Securities Act*, R.S.O. 1990, c. S. 5, as amended (the "Act"), to consider whether it is in the public interest to make orders, as specified therein, against Platinum International Investments Inc. ("Platinum") and Peter Robinson ("Robinson") (collectively the "Respondents"). The Notice of Hearing was issued in connection with the allegations as set out in the Statement of Allegations of Staff of the Commission dated December 17, 2009.

2. The Commission will issue a Notice of Hearing to announce that it will hold a hearing to consider whether, pursuant to sections 37, 127 and 127.1 of the Act, it is in the public interest for the Commission to approve this Settlement Agreement and to make certain orders in respect of Platinum and Robinson.

PART II – JOINT SETTLEMENT RECOMMENDATION

3. Staff agree to recommend settlement of the proceeding initiated by the Notice of Hearing dated December 18, 2009 against Platinum and Robinson (the “Proceeding”) in accordance with the terms and conditions set out below. Platinum and Robinson consent to the making of an order in the form attached as Schedule “A”, based on the facts set out below.

PART III – AGREED FACTS

Background

4. Platinum International Investments Inc. (“Platinum”) is an Ontario corporation that was incorporated on June 12, 2007 with a registered address of 4325 Steeles Avenue West, Suite 215, Toronto, Ontario.

5. Peter Robinson (“Robinson”) is the sole Director of Platinum.

Trading in Securities by Platinum and Robinson

6. Platinum and Robinson traded in securities between and including July 1, 2009 and December 17, 2009 (the “Material Time”). The trading took place from premises in Ontario.

7. Throughout the Material Time, the Respondents were not registered in any capacity with the Ontario Securities Commission (the “Commission”).

8. Residents of the United Kingdom (the “U.K. Residents”) received unsolicited phone calls from representatives of Platinum and were told that Platinum could sell securities held by the U.K. Residents on behalf of the U.K. Residents. David O’Brien (“O’Brien”) was one of the individuals making telephone calls to the U.K. Residents. Robinson was aware of this activity.

9. Representatives of Platinum, including O’Brien, used aliases when speaking with the U.K. Residents. Robinson was aware of this activity.

10. The representatives of Platinum told the U.K. Residents that they would be able to obtain significant amounts of money for the U.K. Residents when Platinum arranged for the sale of the securities in question. Robinson was aware of this activity.

11. The U.K. Residents were then told that they would have to pay “performance bonds” and “non-resident taxes” to Platinum before Platinum could complete the sale of the securities.

12. The U.K. Residents were given instructions to send their funds for the “performance bonds” and the “non-resident taxes” to a bank account held in the name of Platinum and located in Toronto at the Royal Bank of Canada (the “Platinum RBC Account”).

13. The U.K. Residents sent their “performance bond” and “non-resident tax” funds via wire transfer to the Platinum RBC Account.

14. The U.K. Residents were subsequently approached and advised they would have to pay further fees so that the transactions could proceed. When the U.K. Residents refused to send further funds to the Platinum RBC Account they stopped receiving communications from representatives of Platinum.

15. None of the transactions for which the U.K. Residents wired funds to the Platinum RBC Accounts have been completed. At least one of the U.K. Residents has been unable to contact Platinum since the Material Time.

16. Between July 9, 2009 and August 25, 2009 the U.K. Residents sent \$113,893.90 to the Platinum RBC Accounts, as follows:

<i>Cash Inflows:</i>	(CDN\$)
Peter Munday	24,607.56
Sheila Rosher	69,218.45
Anthony Ford	7,427.06
Alethea Balderstone (for Geoffrey Branfield)	12,640.83
<i>Total</i>	<u>\$113,893.90</u>

17. During the same period of time all of the U.K. Investor funds were removed from the account, as follows:

<i>Cash Outflows:</i>	
Payments to David O'Brien Professional Legal Corp.	93,620.19
Cash Withdrawals & Payments to Robinson	25,595.50
Other	<u>4,600.00</u>
<i>Total</i>	<u>123,815.69</u>

18. During the Material Time, Robinson made numerous cash withdrawals from the Platinum RBC Account.

19. Payments were made to the David O'Brien Professional Legal Corp. as a result of O'Brien's involvement in the fraudulent activity being perpetrated by Robinson and Platinum. As set out above, O'Brien was also involved in contacting the U.K. residents. Robinson paid a portion of the cash withdrawals that he obtained to O'Brien.

20. The Respondents participated in acts, solicitations, conduct, or negotiations directly or indirectly in furtherance of the sale or disposition of securities for valuable consideration, in circumstances where there were no exemptions available to the Respondents under the *Securities Act*, R.S.O. 1990, c. S. 5, as amended (the "Act").

Fraudulent Conduct

21. During the Material Time, the Respondents and other employees, representatives or agents of Platinum provided information to the U.K. Residents that was false, inaccurate and misleading, including, but not limited to, the following:

- (a.) that Platinum could sell securities held by the U.K. Residents for significant premiums over the current market value of the securities;
- (b.) that Platinum had received funds from the purported purchasers of the securities held by the U.K. Residents and that these funds were being held under "escrow conditions";

- (c.) that within seven business days of the U.K. Residents providing a “performance bond” they would receive all of the funds for the sale of the securities of their securities;
- (d.) that certain U.K. Residents were offered a five percent discount on a “non-resident tax” because the U.K. Residents were over sixty-five years old; and
- (e.) one of the U.K. Residents was provided with an address that did not correspond with Platinum’s registered address and was, in fact, a United Parcel Service store;
- (f.) Robinson and other representatives of Platinum used aliases when dealing with the U.K. Residents; and
- (g.) telephone numbers provided to the U.K. Residents were registered as cellular phones from addresses in the State of Florida, United States.

22. The false, inaccurate and misleading representations were made with the purported intention of effecting trades in the securities belonging to the U.K. Residents.

23. Once funds were wire transferred from the U.K. Residents to the Platinum RBC Account the funds were almost immediately withdrawn as cash or cheques, which were primarily payable to Robinson, his other companies, or David O’Brien Professional Legal Corp.

24. The Respondents and other employees, representatives or agents of Platinum engaged in a course of conduct relating to securities that they knew or reasonably ought to have known would result in a fraud on persons.

Robinson’s Breach of a Commission Order

25. Throughout the Material Time, Robinson was prohibited from trading in securities by the Commission as a result of a temporary cease trade order issued by the Commission on February 20, 2009 (the “Temporary Order”). The Temporary Order was issued in relation to

the matter of Uranium308 Resources Inc. et. al. The Temporary Order was extended on March 6, 2009 and July 10, 2009 and was in effect throughout the Material Time.

PART IV - CONDUCT CONTRARY TO THE PUBLIC INTEREST

26. By engaging in the conduct described above, Platinum admits and acknowledges that the company contravened Ontario securities law during the Material Time in the following ways:

- (a.) During the Material Time, Platinum engaged or participated in acts, practices or courses of conduct relating to securities that Platinum knew or reasonably ought to have known perpetrated a fraud on persons or companies, contrary to section 126.1(b) of the Act and contrary to the public interest; and
- (b.) During the Material Time, Platinum traded in securities without being registered to trade in securities, contrary to section 25(1)(a) of the Act and contrary to the public interest.

27. By engaging in the conduct described above, Robinson admits and acknowledges that he contravened Ontario securities law during the Material Time in the following ways:

- (a.) During the Material Time, Robinson engaged or participated in acts, practices or courses of conduct relating to securities that Robinson knew or reasonably ought to have known perpetrated a fraud on persons or companies, contrary to section 126.1(b) of the Act and contrary to the public interest;
- (b.) During the Material Time, Robinson traded in securities without being registered to trade in securities, contrary to section 25(1)(a) of the Act and contrary to the public interest;
- (c.) During the Material Time, Robinson, being a director or officer of Platinum, did authorize, permit or acquiesce in the commission of the violations of sections 25 and 126.1 of the Act, as set out above, by Platinum or by the employees, agents or

representatives of Platinum, contrary to section 129.2 of the Act and contrary to the public interest; and

- (d.) During the Material Time, Robinson violated Ontario securities laws by breaching the Temporary Order, contrary to section 122(1)(c) of the Act and contrary to the public interest.

28. Platinum and Robinson admit and acknowledge that they acted contrary to the public interest by contravening Ontario securities law as set out in paragraphs 26 and 27.

PART V - TERMS OF SETTLEMENT

29. Platinum and Robinson agree to the terms of settlement listed below.

30. The Commission will make an order, pursuant to sections 37, 127(1), and 127.1 of the Act, that:

- (a) the Settlement Agreement is approved;
- (b) trading in any securities by Platinum and Robinson cease permanently from the date of the approval of the Settlement Agreement, with the exception that Robinson is permitted to trade in securities in mutual funds through a registered dealer for the account of his registered retirement savings plan (as defined in the *Income Tax Act* (Canada));
- (c) the acquisition of any securities by Platinum and Robinson is prohibited permanently from the date of the approval of the Settlement Agreement, with the exception that Robinson is permitted to acquire securities in mutual funds through a registered dealer for the account of his registered retirement savings plan (as defined in the *Income Tax Act* (Canada));

- (d) any exemptions contained in Ontario securities law do not apply to Platinum and Robinson permanently from the date of the approval of the Settlement Agreement;
- (e) Platinum and Robinson are reprimanded;
- (f) Robinson is prohibited permanently from the date of this Order from becoming or acting as a director or officer of any issuer, registrant, or investment fund manager;
- (g) Platinum and Robinson are prohibited permanently from the date of this Order from becoming or acting as a registrant, as an investment fund manager or as a promoter; and,
- (h) Platinum and Robinson shall disgorge, on a joint and several basis, to the Commission \$113,893.90 obtained as a result of their non-compliance with Ontario securities law. The \$113,893.90 disgorged shall be for allocation to or for the benefit of third parties, including investors who lost money as a result of the investment schemes operated by Platinum and Robinson, in accordance with s. 3.4(2) of the Act;
- (i) Platinum and Robinson shall each pay an administrative penalty of \$40,000 for their failure to comply with Ontario securities law. The \$40,000 administrative penalty shall be for allocation to or for the benefit of third parties, including investors who lost money as a result of the investment schemes operated by Platinum and Robinson, in accordance with s. 3.4(2) of the Act;
- (j) Platinum and Robinson shall each pay \$5,000 for the costs of the investigation of this matter; and

(k) Robinson cease permanently, from the date of the approval of the Settlement Agreement, to telephone from within Ontario to any residence within or outside Ontario for the purpose of trading in any security or any class of securities.

31. Platinum and Robinson undertake to consent to a regulatory Order made by any provincial or territorial securities regulatory authority in Canada containing any or all of the prohibitions set out in paragraph 30 above.

PART VI - STAFF COMMITMENT

32. If this Settlement Agreement is approved by the Commission, Staff will not initiate any other proceeding under the Act against Platinum and/or Robinson in relation to the facts set out in Part III herein, subject to the provisions of paragraph 33, below.

33. If this Settlement Agreement is approved by the Commission, and at any subsequent time Platinum or Robinson fail to honour the terms of the Settlement Agreement, Staff reserve the right to bring proceedings under Ontario securities law against Platinum or Robinson based on, but not limited to, the facts set out in Part III herein as well as the breach of the Settlement Agreement.

PART VII - PROCEDURE FOR APPROVAL OF SETTLEMENT

34. Approval of this Settlement Agreement will be sought at a hearing of the Commission scheduled on a date to be determined by the Secretary to the Commission, or such other date as may be agreed to by Staff, Platinum and Robinson for the scheduling of the hearing to consider the Settlement Agreement.

35. Staff, Platinum and Robinson agree that this Settlement Agreement will constitute the entirety of the agreed facts to be submitted at the settlement hearing regarding Platinum and

Robinson's conduct in this matter, unless the parties agree that further facts should be submitted at the settlement hearing.

36. If this Settlement Agreement is approved by the Commission, Platinum and Robinson agree to waive all rights to a full hearing, judicial review or appeal of this matter under the Act.

37. If this Settlement Agreement is approved by the Commission, none of the parties will make any public statement that is inconsistent with this Settlement Agreement or inconsistent with any additional agreed facts submitted at the settlement hearing.

38. Whether or not this Settlement Agreement is approved by the Commission, Platinum and Robinson agree that they will not, in any proceeding, refer to or rely upon this Settlement Agreement or the settlement negotiations as the basis of any attack on the Commission's jurisdiction, alleged bias or appearance of bias, alleged unfairness or any other remedies or challenges that may otherwise be available.

PART VIII – DISCLOSURE OF SETTLEMENT AGREEMENT

39. If, for any reason whatsoever, this Settlement Agreement is not approved by the Commission or the order attached as Schedule "A" is not made by the Commission:

- (a.) this Settlement Agreement and its terms, including all settlement negotiations between Staff, Platinum and Robinson leading up to its presentation at the settlement hearing, shall be without prejudice to Staff, Platinum and Robinson; and
- (b.) Staff, Platinum and Robinson shall be entitled to all available proceedings, remedies and challenges, including proceeding to a hearing on the merits of the allegations in the Notice of Hearing and Statement of Allegations of Staff, unaffected by the Settlement Agreement or the settlement discussions/negotiations.

40. The terms of this Settlement Agreement will be treated as confidential by all parties hereto until approved by the Commission. Any obligations of confidentiality shall terminate upon approval of this Settlement Agreement by the Commission. The terms of the Settlement Agreement will be treated as confidential forever if the Settlement Agreement is not approved for any reason whatsoever by the Commission, except with the written consent of Platinum, Robinson and Staff or as may be required by law.

PART IX. - EXECUTION OF SETTLEMENT AGREEMENT

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

42. A facsimile copy of any signature will be as effective as an original signature.

Dated this 22nd day of October, 2010.

Signed in the presence of:

“Melanie Webb”

“Peter Robinson”

Witness

Peter Robinson

Dated this 22nd day of October, 2010

“Melanie Webb”

“Peter Robinson”

Witness

Platinum International Investments Inc.

per Peter Robinson, Director

Dated this 22nd day of October, 2010

“Tom Atkinson”

STAFF OF THE ONTARIO SECURITIES COMMISSION

per Tom Atkinson
Director, Enforcement Branch

Dated this 25th day of October, 2010

SCHEDULE "A"



Ontario
Securities
Commission

Commission des
valeurs mobilières
de l'Ontario

P.O. Box 55, 19th Floor
20 Queen Street West
Toronto ON M5H 3S8

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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 PETER ROBINSON AND PLATINUM INTERNATIONAL
INVESTMENTS INC.**

**ORDER
(Sections 37 and 127(1))**

WHEREAS on _____, the Ontario Securities Commission (the "Commission") issued a Notice of Hearing pursuant to sections 37 and 127 of the *Securities Act*, R.S.O. 1990, c.S.5, as amended (the "Act") in respect of Platinum International Investments Inc. ("Platinum") and Peter Robinson ("Robinson");

AND WHEREAS Platinum and Robinson entered into a Settlement Agreement with Staff of the Commission dated _____, 2010 (the "Settlement Agreement") in which Platinum and Robinson agreed to a proposed settlement of the proceeding commenced by the Notice of Hearing, subject to the approval of the Commission;

AND UPON reviewing the Settlement Agreement, the Notice of Hearing, and the Statement of Allegations of Staff of the Commission, and upon hearing submissions from counsel for Platinum and Robinson and from Staff of the Commission;

AND WHEREAS the Commission is of the opinion that it is in the public interest to make this Order;

SCHEDULE "A"

IT IS HEREBY ORDERED THAT:

- (a) the Settlement Agreement is approved;
- (b) pursuant to clause 2 of subsection 127(1) of the Act, trading in any securities by Platinum and Robinson cease permanently, with the exception that Robinson is permitted to trade in securities in mutual funds through a registered dealer for the account of his registered retirement savings plan (as defined in the *Income Tax Act* (Canada));
- (c) pursuant to clause 2.1 of section 127(1) of the Act, Platinum and Robinson are prohibited permanently from the acquisition of any securities, with the exception that Robinson is permitted to acquire securities in mutual funds through a registered dealer for the account of his registered retirement savings plan (as defined in the *Income Tax Act* (Canada));
- (d) pursuant to clause 3 of section 127(1) of the Act, any exemptions contained in Ontario securities law do not apply to Platinum and Robinson permanently;
- (e) pursuant to clause 6 of subsection 127(1) of the Act, Platinum and Robinson are reprimanded;
- (f) pursuant to clauses 8, 8.2, and 8.4 of subsection 127(1) of the Act, Robinson is prohibited permanently from the date of this Order from becoming or acting as a director or officer of any issuer, registrant, or investment fund manager;
- (g) pursuant to clause 8.5 of subsection 127(1) of the Act, Platinum and Robinson are prohibited permanently from the date of this Order from becoming or acting as a registrant, as an investment fund manager or as a promoter;

SCHEDULE "A"

- (h) pursuant to clause 9 of subsection 127(1) of the Act, Platinum and Robinson shall each pay an administrative penalty of \$40,000 for their failure to comply with Ontario securities law. The \$40,000 administrative penalty shall be for allocation to or for the benefit of third parties, including investors who lost money as a result of the investment schemes operated by Platinum and Robinson, in accordance with s. 3.4(2) of the Act;
- (i) pursuant to clause 10 of subsection 127(1) of the Act, Platinum and Robinson shall jointly and severally disgorge to the Commission \$113,893.90 obtained as a result of their non-compliance with Ontario securities law. The \$113,893.90 disgorged shall be for allocation to or for the benefit of third parties, including investors who lost money as a result of the investment schemes operated by Platinum and Robinson, in accordance with s. 3.4(2) of the Act;
- (j) pursuant to section 127.1 of the Act, Platinum and Robinson shall each pay \$5,000 to the Commission to pay the costs of the investigation of this matter; and
- (k) pursuant to section 37(1) of the Act of the Act, Robinson shall be prohibited permanently from telephoning from within Ontario to any residence within or outside Ontario for the purpose of trading in any security or in any class of security.

DATED AT TORONTO this day of , 2010.
