

**STATE OF ILLINOIS  
SECRETARY OF STATE  
SECURITIES DEPARTMENT**

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IN THE MATTER OF: INTERNET SPEEDWAY, INC. )  
its officers, and directors, employees, agents, partners, )  
affiliates, successors and assigns. )

) FILE NO. 0900471  
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ORDER TO CEASE AND DESIST

**TO THE RESPONDENT:** Internet Speedway, Inc.  
1201 South Alma School Road, Suite 17250  
Mesa, Arizona 85210

WHEREAS, a Summary Order to Cease and Desist ("the Summary Order") was issued by the Secretary of State on April 19, 2010, ordering Internet Speedway, Inc. ("the Respondent") to CEASE and DESIST from offering or selling any business opportunities in the State of Illinois in violation of the provisions of the Business Opportunity Sales Law of 1995 [815 ILCS 602 et seq.] (the "Act"), until the further the order of the Secretary of State.

WHEREAS, pursuant to Section 5-65(1) of the Act, the failure to request a hearing within thirty (30) calendar days after entry of the Summary Order shall be deemed to constitute a waiver of all rights by such person to a hearing and the cease and desist order as to such person shall become permanent.

WHEREAS, the Respondents has failed to request a hearing on the matters contained in the Summary Order within thirty (30) calendar days after entry of said Summary Order.

WHEREAS, the Secretary of State, by and through his duly authorized representative, has adopted the Findings of Fact contained in the Summary Order as the Secretary of State's Final Findings of Fact:

1. That Internet Speedway, Inc., (the "Respondent"), is an Arizona corporation in good standing, which maintains its principal office at 1201 South Alma School Road, Suite 17250, Mesa, Arizona 85210.

Order to Cease and Desist

2

2. That during May and June, 2008, a representative of the Respondent called at least one Illinois resident (the "Buyer") and presented the Buyer with an internet business Respondent would help build.
3. That Respondent's representative told the Buyer that Respondent would provide everything Buyer would need to start his own internet based business with "no up front investment." The Buyer was informed of the Website Business ("The Package") and the income potential of this booming home business. Buyer would receive Respondent's, expertise, support, education and coaching, no sales or technical experience was necessary.
4. That the Package in part comprised of:
  - "Products to sell, through their many contacts."
  - "A merchant account."
  - "Access to drop shippers and their warehouse."
  - "A risk free 30 day money back guarantee"
  - "Coaching, training, and ongoing support."
  - "A website, and Easy-to-Use Technology "
  - "Payment options to handle customer purchasers with no royalties or transaction charges to Respondent"
5. That on or about June 4, 2008, the Buyer purchased the Package and the respondent billed the Buyer's credit card from then through September, 2008, the sum of Thirty-Three Thousand One Hundred Seventy-Six Dollars and Forty-Four Cents (\$33,176.44) for various marketing and product upgrades the Purchaser would need to make a lot of money. By the time the Purchasers website was up (with errors) more than sixty days elapsed.
6. That Section 5-5.10(a)(6) of Business Opportunity Sales Law of 1995, [815 ILCS 602 et seq.] (the "Act") provides, inter alia, that a business opportunity is a contract or agreement, between a seller and purchaser, express or implied, orally or in writing, wherein it is agreed that the seller or a person recommended by the seller shall provide to the purchaser any product, equipment, supplies or services enabling the purchaser to start a business when the purchaser is required to make a payment to the seller or a person recommended by the seller of more than \$500 and the seller represents directly or indirectly, orally or in writing, that: the seller or a person recommended by the seller will provide a marketing plan.
7. That the activities of Respondent described in paragraphs two through four

Order to Cease and Desist


3

(2-4), constitute a business opportunity as that term is defined in Section 5-5.10 of the Act.

8. That the activities of Respondent described in paragraph two through four (2-4) constitute an offer as that term is defined under Section 5-5.20 of the Act.
9. That the activities of Respondent described in paragraph five (5) constitute a sale as that term is defined under Section 5-5.40 of the Act.
10. That Section 5-25 of the Act provides, inter alia, that it is unlawful for any person to offer any business opportunity in this State unless the business opportunity is registered under the Act or is exempt under Section 5-10 of the Act.
11. That at all relevant times, Respondent Internet Speedway, Inc., its partners, officers and directors, agents, employees, affiliates, successors and assigns, failed to register the business opportunity described in paragraphs three and four (3 & 4) as required pursuant to Section 5-25 of the Act.
12. That, by virtue of the foregoing, the Respondent violated Section 5-25 of the Act.

NOW THEREFORE, IT IS HEREBY ORDERED: That pursuant to Section 5-65 of the Act, the Respondent, Internet Speedway, Inc., its partners, officers and directors, employees, agents, affiliates, successors, is hereby ordered to CEASE and DESIST from offering or selling any business opportunities in the State of Illinois in violation of the provisions of the Act.

DATED: This 1st day of June, 2010

  
Jesse White  
Secretary of State  
State of Illinois

Attorney for the Secretary of State:

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