

**UNITED STATES OF AMERICA**  
**Before the**  
**SECURITIES AND EXCHANGE COMMISSION**

**SECURITIES ACT OF 1933**  
**Release No. 9918 / September 18, 2015**

**SECURITIES EXCHANGE ACT OF 1934**  
**Release No. 75948 / September 18, 2015**

**ACCOUNTING AND AUDITING ENFORCEMENT**  
**Release No. 3700 / September 18, 2015**

**ADMINISTRATIVE PROCEEDING**  
**File No. 3-16339**

**In the Matter of**

**JOHN BRINER, ESQ.,  
DIANE DALMY, ESQ.,  
DE JOYA GRIFFITH, LLC,  
ARTHUR DE JOYA, CPA,  
JASON GRIFFITH, CPA,  
CHRIS WHETMAN, CPA,  
PHILIP ZHANG, CPA,  
M&K CPAS, PLLC,  
MATT MANIS, CPA,  
JON RIDENOUR, CPA, and  
BEN ORTEGO, CPA,**

**Respondents.**

**ORDER MAKING FINDINGS AND  
IMPOSING REMEDIAL SANCTIONS AND A  
CEASE-AND-DESIST ORDER PURSUANT  
TO SECTION 8A OF THE SECURITIES ACT  
OF 1933 AND SECTIONS 4C AND 21C OF  
THE SECURITIES EXCHANGE ACT OF  
1934, AND RULE 102(e) OF THE  
COMMISSION'S RULES OF PRACTICE AS  
TO M&K CPAS, PLLC, MATT MANIS, CPA,  
AND JON RIDENOUR, CPA**

**I.**

On January 15, 2015, the Securities and Exchange Commission ("Commission") deeming it appropriate, instituted public administrative and cease-and-desist proceedings pursuant to Section 8A of the Securities Act of 1933 ("Securities Act"), Sections 4C and 21C of the Securities Exchange Act of 1934 ("Exchange Act"), and Rule 102(e) of the Commission's Rules of Practice against M&K CPAS, PLLC ("M&K"), Matt Manis, CPA ("Manis"), and Jon Ridenour ("Ridenour") (together, "Respondents").

## II.

Respondents have submitted an Offer of Settlement (the “Offer”), which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission’s jurisdiction over them and the subject matter of these proceedings, which are admitted, Respondents consent to the entry of this Order, as set forth below.

## III.

On the basis of this Order and Respondents’ Offer, the Commission finds<sup>1</sup> that:

### **RESPONDENTS**

1. **M&K** is a registered public accounting firm based in Houston, Texas. M&K issued audit reports for eleven issuers described further below.
2. **Manis**, 53, of Houston, Texas, is a CPA licensed in the state of Texas and a partner of M&K.
3. **Ridenour**, 37, of Houston, Texas, is a CPA licensed in the state of Texas and a partner of M&K.

### **RELEVANT ENTITIES AND INDIVIDUALS**

4. **John Briner** (“Briner”), 35, is an attorney and a Canadian citizen who resides in Vancouver, British Columbia. Briner’s law firm was MetroWest Law Corporation (“MetroWest”). Briner also controlled Jervis Explorations Inc. (“Jervis”), a British Columbia corporation. In 2010, to resolve a Commission action against him alleging a pump-and-dump and market manipulation scheme, Briner consented to the entry of a federal court judgment that enjoined him from violating the antifraud and securities registration provisions of the federal securities laws; barred him for five years from participating in penny stock offerings; and ordered him to disgorge ill-gotten gains of \$52,488.32 plus prejudgment interest and pay a civil penalty of \$25,000. SEC v. Golden Apple Oil and Gas, Inc., et al., 09-Civ-7580 (S.D.N.Y.) (HB). The Commission subsequently suspended Briner from appearing or practicing before it as an attorney, with a right to apply for reinstatement after five years. John Briner, Exchange Act Release No. 63371, 2010 WL 4783445 (Nov. 24, 2010).
5. **Diane Dalmy** (“Dalmy”), 58, is an attorney who resides in Denver, Colorado and is admitted to practice law in Colorado. Dalmy issued opinion letters for the issuers identified below.
6. **Jervis** is a British Columbia corporation whose sole director is John Briner. Jervis purportedly sold certain British Columbia mineral claims to each issuer described below.

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<sup>1</sup> The findings herein are made pursuant to Respondent’s Offer of Settlement and are not binding on any other person or entity in this or any other proceeding.

7. **Stone Boat Mining Corp.** (“Stone Boat”) is a Nevada corporation organized in September 2011. On January 27, 2012, Stone Boat filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$20,000 public offering. On September 24, 2012 and on October 17, 2012, Stone Boat filed amendments to its Form S1 registration statement. Stone Boat’s registration statement states that it has its principal offices in Chihuahua, Mexico.

8. **Goldstream Mining Inc.** (“Goldstream”) is a Nevada corporation organized in November 2011. On August 6, 2012, Goldstream filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$15,000 public offering. On September 24, 2012 and on October 17, 2012, Goldstream filed amendments to its Form S1 registration statement. Its registration statement states that it has its principal offices in Ocala, Florida.

9. **Kingman River Resources.** (“Kingman”) is a Nevada corporation organized in June 2012. On January 31, 2013, Kingman filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$14,000 public offering. Its registration statement states that it has its principal offices in Dundas, Ontario, Canada.

10. **Bonanza Resources Corp.** (“Bonanza”) is a Nevada corporation organized in June 2012. On January 31, 2013, Bonanza filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$18,000 public offering. Its registration statement states that it has its principal offices in Edmonton, Alberta, Canada.

11. **CBL Resources Inc.** (“CBL”) is a Nevada corporation organized in June 2012. On January 31, 2013, CBL filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$10,000 public offering. Its registration statement states that it has its principal offices in Panama City, Panama.

12. **Lost Hills Mining Inc.** (“Lost Hills”) is a Nevada corporation organized in June 2012. On January 31, 2013, Lost Hills filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$20,000 public offering. Its registration statement states that it has its principal offices in Panama City, Panama.

13. **Yuma Resources Inc.** (“Yuma”) is a Nevada corporation organized in June 2012. On January 31, 2013, Yuma filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$16,000 public offering. Its registration statement states that it has its principal offices in St. Albert, Alberta, Canada.

14. **Seaview Resources Inc.** (“Seaview”) is a Nevada corporation organized in June 2012. On January 31, 2013, Seaview filed a Form S-1 registration statement with the Commission seeking to register management’s common shares for resale in a \$10,000 public offering. Its registration statement states that it has its principal offices in Sterrett, Alabama.

15. **Chum Mining Group Inc.** (“Chum”) is a Nevada corporation organized in June

2012. On November 30, 2012, Chum filed a Form S-1 registration statement with the Commission seeking to register management's common shares for resale in a \$20,000 public offering. Its registration statement states that it has its principal offices in Edmonton, Alberta, Canada.

16. **Eclipse Resources Inc.** ("Eclipse") is a Nevada corporation organized in May 2012. On December 3, 2012, Eclipse filed a Form S-1 registration statement with the Commission seeking to register management's common shares for resale in an \$18,000 public offering. Its registration statement states that it has its principal offices in Winnipeg, Manitoba, Canada.

17. **PRWC Energy Inc.** ("PRWC") is a Nevada corporation organized in May 2012. On December 6, 2012, PRWC filed a Form S-1 registration statement with the Commission seeking to register management's common shares for resale in a \$20,000 public offering. Its registration statement states that it has its principal offices in Salt Lake City, Utah.

## **RESPONDENTS CONDUCTED MATERIALLY DEFICIENT AUDITS**

### **Background**

18. In or about November 2011, Briner contacted M&K to conduct audits of certain issuers' financial statements that were to be included in Form S-1 registration statements. Manis was the engagement partner for audits of Stone Boat and Goldstream and the engagement quality review partner for audits of Chum, Eclipse, Kingman, Bonanza, CBL, Lost Hills, Yuma, and Seaview. Ridenour (together with Manis, the "Audit Partners") was the engagement partner for audits of Kingman, Bonanza, CBL, Lost Hills, Yuma, and Seaview and the engagement quality review partner for audits of Stone Boat, Goldstream, and PRWC (together with Eclipse and Chum, the "Issuers").

19. The Audit Partners knew that Briner did the accounting and created the financial statements to be used in the Form S-1 registration statements for each of the Issuers. The Audit Partners also knew that Briner maintained all of the Issuers' purported funds "in trust" in an account Briner controlled (the "Master Trust Account").

20. Briner and his assistant were the exclusive contacts between M&K and each Issuer's officer. The Audit Partners did not directly communicate with any of the Issuers' officers. The Audit Partners knew that Briner provided all of the information concerning the Issuers and all of the supporting evidence for their audits.

21. The Issuers two largest transactions consisted of the officer's purchase of Issuer stock for \$30,000 and the Issuer's purchase of British Columbia mineral claims for between \$7,500 and \$8,500 from Jervis.

22. The Audit Partners conducted the Issuers' audits, including auditing the above transactions, and consented to the inclusion of M&K's audit report in each of the Issuers' Form S-1 registration statements filed with the Commission. M&K was paid a total of \$49,500 in fees for the Issuers' audits. Each audit report stated that "[w]e conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States)" and that the financial statements present the Issuers' financial position "in conformity with U.S. generally

accepted accounting principles.”

**Respondents Failed to Detect Red Flags in Accepting and Continuing with the Issuers as Clients**

23. Under PCAOB standard QC Section 20 (System of Quality Control for a CPA Firm’s Accounting and Auditing Practice) (“QC 20”), “[p]olicies and procedures should be established for deciding whether to accept or continue a client relationship” and “[s]uch policies and procedures should provide the firm with reasonable assurance that the likelihood of association with a client whose management lacks integrity is minimized” (at .14).<sup>2</sup>

24. Under PCAOB Auditing Standard No. 12 (Identifying and Assessing Risks of Material Misstatement) (“AS 12”), auditors should “evaluate whether information obtained from the client acceptance and retention evaluation process or audit planning activities is relevant to identifying risks of material misstatement” (§ 41).

25. Additionally, under PCAOB Auditing Standard No. 7 (Engagement Quality Review) (“AS 7”), among other things, engagement quality review partners, should “evaluate the significant judgments made by the engagement team,” (§ 9) including “consideration of the firm’s recent engagement experience with the company and risks identified in connection with the firm’s client acceptance and retention process” (§ 10 a.).

26. Finally, auditors must meet PCAOB standard AU Section 230 (Due Professional Care in the Performance of Work) (“AU 230”), which requires that auditors “exercise professional skepticism” (at .07), “consider the competency and sufficiency of the evidence” (at .08), and “neither assume[] that management is dishonest nor assume[] unquestioned honesty” (at .09).

27. M&K’s client acceptance policies and procedures in effect at the time it accepted the Issuers as clients required very little. M&K’s policy called for “background checks on all significant owners and chief executives.” In practice, such check consisted of a simple Internet search.

28. The Audit Partners failed to sufficiently question or otherwise investigate the Issuers’ management, which would have revealed Briner’s undisclosed role as a control person. Nor did they conduct a background check of Briner or Dalmy, which at minimum would have turned up, among other things, the Commission’s complaint alleging fraud and suspension order against Briner, and that Briner had been on the OTC Market’s Prohibited Attorney List since March 15, 2006, and that Dalmy had also been on the list since September 25, 2009.

29. Additionally, M&K’s client acceptance policies and procedures failed to detect clues that should have raised concerns. Upon referring the Issuers, Briner’s assistant provided M&K with the names of the officers, the inception dates, and the year-end dates for each of the Issuers. From this, M&K was on notice that two of the officers controlled four Issuers. M&K was also on notice that seven of the eleven Issuers were incorporated on the same day or within one day of each other (May 31, 2012 or June 1, 2012).

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<sup>2</sup> The PCAOB standards referenced herein are the standards that were in effect during the time of relevant conduct.

30. This information should have at least caused M&K and the Audit Partners to question why the Issuers' dates of incorporation appeared to be coordinated. The Audit Partners failed to ask any questions with respect to this information.

31. For the above reasons, M&K's client acceptance policies and procedures failed to meet QC 20 and, in the course of utilizing these procedures during the engagements at issue, the Audit Partners failed to meet AS 7, AS 12, and AU 230.

### **The Audit Partners Failed to Obtain an Understanding of the Issuers**

32. Under AS 12, auditors should "obtain an understanding of the company and its environment . . . to understand the events, conditions, and company activities that might reasonably be expected to have a significant effect on the risks of material misstatement," including "[t]he nature of the company" (§ 7.b.) and "[t]he company's objectives and strategies and those related business risks that might reasonably be expected to result in risks of material misstatement" (§ 7.d.). Further, obtaining an understanding of the nature of the company includes understanding "[t]he company's organizational structure and management personnel; [t]he sources of funding of the company's operations and investment activities, including the company's capital structure[, t]he company's operating characteristics, including its size and complexity" (§ 10), and "an understanding of internal control includes evaluating the design of controls that are relevant to the audit and determining whether the controls have been implemented" (§ 20).

33. Additionally, auditors must meet AU 230, which requires that auditors "exercise professional skepticism" (at .07) and engagement partners "should be knowledgeable about the client" and are responsible for the "supervision of[] members of the engagement team" (.06).

34. The Audit Partners failed to obtain a sufficient understanding of the Issuers. What little understanding of the Issuers they obtained came almost entirely from draft Form S-1 registration statements and responses to certain questionnaires from the Issuers, both provided by Briner. The Audit Partners did not obtain an understanding of the Issuers through direct communication with the Issuers' officers.

35. In obtaining an understanding of the Issuers, the Audit Partners did not question the substantial similarities among the Issuers. The Issuers filed eleven nearly identical Form S-1 registration statements. Using almost exactly the same language, each stated the following: (1) the Issuers are not blank check companies; (2) the Issuers' officers purchased Issuer stock for \$30,000; (2) the Issuers purchased British Columbia mineral claims from Jervis; (3) Jervis supplied nearly all the Issuers' with their business plans; (4) the officers "solely" control the company; (5) the officers planned to devote only 4 to 5 hours each week to the business; and (6) the officers have not inspected the land comprising the mineral claims.

36. Despite Manis reviewing ten of these Form S-1 registration statements and Ridenour reviewing nine, neither raised any concern about the similarities among the registration statements, or perform any enhanced procedures to respond to the level of risk presented.

37. For the above reasons, the Audit Partners failed to meet AS 12 and AU 230.

### **The Audit Partners Failed to Properly Audit the Issuers' Cash**

38. Under PCAOB standard AU Section 330 (The Confirmation Process) (“AU 330”), when “information about the respondent’s [i.e., the person or entity from which a confirmation is requested] competence, knowledge, motivation, ability, or willingness to respond, or about the respondent’s objectivity and freedom from bias with respect to the audited entity comes to the auditor’s attention, the auditor should consider the effects of such information on designing the confirmation request and evaluating the results” and, in circumstances where “the respondent is the custodian of a material amount of the audited entity’s assets,” the auditor should exercise “a heightened degree of professional skepticism” and “should consider whether there is sufficient basis for concluding that the confirmation request is being sent to a respondent from whom the auditor can expect the response will provide meaningful and appropriate audit evidence” (at .27).

39. Additionally, under PCAOB Auditing Standard No. 15 (Audit Evidence) (“AS 15”), “[t]he auditor must plan and perform audit procedures to obtain sufficient appropriate audit evidence to provide a reasonable basis for his or her opinion” (¶ 4). To be appropriate, audit evidence must be both relevant and reliable in providing support for the conclusions on which the auditor’s opinion is based. “The reliability of evidence depends on the nature and source of the evidence and the circumstances under which it is obtained” (¶ 8). Under PCAOB Auditing Standard No. 13 (The Auditor’s Responses to the Risks of Material Misstatement) (“AS 13”), “[t]he auditor’s responses to the assessed risks of material misstatement, particularly fraud risks, should involve the application of professional skepticism in gathering and evaluating audit evidence” (¶ 7).

40. The Audit Partners exhibited no concern about Briner’s handling of the Issuers’ alleged cash. The Audit Partners knew that Briner held all of the Issuers’ purported funds in the Master Trust Account and that none of the Issuers had their own bank account. The Audit Partners also knew that Briner was a “consultant” to the Issuers and that MetroWest was a law firm. The Audit Partners did not seek any appropriate audit evidence about what, if any, limitations governed Briner’s use of the cash in his Master Trust Account. Nor did they ask for a reconciliation between Briner’s Master Trust Account and the schedules Briner provided purportedly showing how much cash in his account was attributable to each Issuer.

41. In addition, the Audit Partners violated the above standards by failing to apply professional skepticism in gathering and evaluating the evidence obtained, such as Briner’s confirmation of Issuer cash, and consider Briner’s “objectivity and freedom from bias with respect to the audited entity” in relation to the Issuers’ cash confirmation Briner provided.

### **The Audit Partners Disregarded Red Flags that Briner’s Services to the Issuers Were Not Given Accounting Recognition**

42. Under PCAOB standard AU Section 334 (Related Parties) (“AU 334”), transactions that are indicative of the existence of related parties include, among other things, “transactions [that] are occurring, but are not being given accounting recognition, such as receiving or providing accounting, management or other services at no charge” (at .08(f)). Further, under AS 15, “[i]f audit evidence obtained from one source is inconsistent with that obtained from another, or if the auditor has doubts about the reliability of information to be used as audit evidence, the auditor

should perform the audit procedures necessary to resolve the matter and should determine the effect, if any, on other aspects of the audit” (§ 29). Finally, auditors must exercise professional skepticism throughout the course of the engagement consistent with standard AU 230.

43. The Audit Partners failed to question Briner’s fee arrangement with the Issuers. Instead, they relied on legal confirmation letters from Briner that conflicted on their face with what ledgers in their possession showed to be true about the services Briner provided.

44. These letters each stated that “[a]s of the date of inception and up to the present date, the [Issuers were] not indebted to us for services and expenses (billed or unbilled) of which we are aware.” The Audit Partners knew that Briner provided substantial services to the Issuers, such as, among other things, performing accounting functions (paying expenses and recording transactions), drafting the Issuers’ registration statements, and preparing the Issuers’ financial statements for their registration statements. The Audit Partners also knew that the Issuers’ financial statements and general ledgers did not reflect payment for Briner’s services. Despite this, the Audit Partners did not ask Briner for any invoices, agreements, engagement letters, or any details about his fee arrangements with the Issuers. Nor did they conduct any related party analysis.

45. For the above reasons, the Audit Partners failed to meet AU 334, AS 15, and AU 230.

#### **The Audit Partners Disregarded Red Flags that the Issuers’ Stock Sales to Their Officers Were Shams**

46. Under PCAOB Auditing Standard No. 10 (Supervision of the Audit Engagement) (“AS 10”), the engagement partner “is responsible for proper supervision of the work of engagement team members and for compliance with PCAOB standards” (§ 3) and should “[d]irect engagement team members to bring significant accounting and auditing issues arising during the audit to the attention of the engagement partner or other engagement team members performing supervisory activities so they can evaluate those issues and determine that appropriate actions are taken in accordance with PCAOB standards” (§ 5 b.).

47. Briner provided an M&K staff member with schedules for each of the Issuers (prepared by Briner) purportedly listing all transactions that the M&K staff member reviewed (the same person reviewed the audit evidence for all of the Issuers’ audits).

48. Each of the schedules appeared to indicate that individuals or entities named “Hyperion Mgmt.,” “Luke Pretty,” or “Dhaliwal” supplied the funds to pay for the officers’ stock purchases and characterized these transactions as “investments.” The Issuers’ registration statements and stock purchase agreements (also reviewed by the same M&K staff member referred to above), by contrast, indicated that the Issuers’ respective officers paid for and purchased the Issuers’ stock.

49. Additionally, these schedules contained contradictions, such as dates listed for stock purchases that occurred (1) before the Issuers were incorporated or (2) after the Issuers purchased their mineral claims.

50. The Audit Partners disregarded these inconsistencies and contradictions in the audit evidence in violation of AS 15, AS 12, and AU 230. The Audit Partners also failed to meet AS 10 by failing to direct the M&K staff member reviewing the audit evidence to bring significant accounting and auditing issues to their attention and by otherwise failing to supervise the M&K Issuers' audits.

**The Audit Partners Failed to Detect Basic Accounting Errors and Inconsistencies Between the Financial Statements and the Registration Statements**

51. Under AU 230, “[a]n auditor should possess ‘the degree of skill commonly possessed’ by other auditors and should exercise it with ‘reasonable care and diligence’ (that is, with due professional care)” (at .05). Further, under AS 7, an engagement quality review partner should “review the financial statements” and “read other information in documents containing the financial statements to be filed with the Securities and Exchange Commission . . . and evaluate whether the engagement team has taken appropriate action with respect to any material inconsistencies with the financial statements or material misstatements of fact of which the engagement quality reviewer is aware” (§ 10 f. and g.).

52. During the audits and engagement quality reviews, the Audit Partners failed to detect basic mistakes in the Issuers' financial statements and inconsistencies between the financial statements and information contained in other parts of the registration statements as reflected in the chart under Appendix A.

53. Mistakes in the financial statements include, among other things, balance sheets that do not foot and conflicts between balance sheets and the notes to the financial statements. Inconsistencies between the financial statements and other information in the registration statements include, among other things, the disclosure of a net loss in the registration statement that conflicts with what should be the same disclosure in the Statement of Operations in the financial statements. These errors may constitute material misstatements and reflect the Audit Partners' apparent lack of due care in conducting their audits and engagement quality reviews, respectively.

54. For the reasons contained in the attached Chart under Appendix A, the Audit Partners failed to meet AU 230 and AS 7.

**Manis Did Not Investigate Failures to Account For Audit Fees**

55. Under AS 15, “[t]he auditor must plan and perform audit procedures to obtain sufficient appropriate audit evidence to provide a reasonable basis for his or her opinion” (§ 4). In doing so, the auditor must exercise professional skepticism throughout the course of the engagement consistent with AU 230.

56. Additionally, under PCAOB Auditing Standard No. 14 (Evaluating Audit Results) (“AS 14”), the “auditor should take into account all relevant audit evidence, regardless of whether it appears to corroborate or to contradict the assertions in the financial statements” (§ 3) and should take into account “[t]ransactions that are not recorded in a complete or timely manner or are improperly recorded as to amount, accounting period, classification, or company policy” (Appendix C, C1.a.(1)).

57. Manis did not question the Issuers' failures to account for audit fees paid during the audit period. Specifically, M&K requested retainers from Stone Boat and Goldstream, which were paid via wire transfers from Briner's Master Trust Account during the audit period for these Issuers. But the retainers M&K received from these Issuers were not reflected in the corresponding schedules that Briner prepared from his Master Trust Account and provided to M&K.

58. For the above reasons, Manis failed to meet AS 14, AS 15, and AU 230.

### **Manis Accepted Accounting that Violated GAAP**

59. From November 2011 through June 2013, Manis served as the engagement partner in charge of auditing Stone Boat's financial statements, the first of the eleven Issuers that M&K would audit. On or about July 27, 2012, Manis consented to the inclusion of M&K's audit report in Stone Boat's Form S-1 registration statement.

60. Manis accepted without question Briner's improper accounting of certain material transactions. Specifically, Briner deleted Stone Boat transactions that purportedly occurred during the audit period on grounds that Stone Boat had purportedly "rescind[ed]" the transactions after the audit period.

61. On June 11, 2012, Briner's assistant sent to M&K, among other things, a schedule purportedly reflecting cash attributable to Stone Boat in the Master Trust Account and financial statements for Stone Boat reflecting all transactions as of May 31, 2012 (Stone Boat's period end). These documents reflected, among other things, (1) a \$250,000 private placement for the sale of Stone Boat stock, (2) payments of \$75,000 and \$67,500 for property, and (3) a \$10,000 legal retainer. Briner's assistant also sent a cash confirmation, dated June 11, 2012, signed by Briner confirming that as of May 31, 2012, Briner held \$106,105 in cash attributable to Stone Boat in the Master Trust Account.

62. On June 27, 2012, approximately one month after the period's end, Briner sent an email to an M&K employee working on the Stone Boat audit stating the following:

There have been some dramatic changes with the company over the past two weeks. The Company was forced to rescind the private placement it received for \$250,000. As such, it has reversed the two property payments it made as well as the legal retainer for \$10,000.

Accordingly, I have reversed all of the transactions required by these changes and am sending you the updated financials and [general ledger].

63. According to Briner's email, the purported rescission apparently occurred after Briner sent the first set of Stone Boat financial statements on June 11, 2012 and therefore, after the period ending May 31, 2012. These subsequent events, therefore, should be treated as non-recognized subsequent events and should not result in adjustment of the financial statements. See ASC 855-10-25-3 (Evidence about Conditions That Did Not Exist at the Date of the Balance Sheet). Briner's accounting on behalf of Stone Boat, therefore, violated GAAP. Manis did not

question the business rationale or motive behind the rescission or Stone Boat's ability to back-out of the transactions such as by conducting an "examination of data to assure that proper cutoffs have been made and . . . information to aid the auditor in his evaluation of the assets and liabilities as of the balance-sheet date," as required under PCAOB standard AU Section 560 (Subsequent Events) ("AU 560") (at .11).

64. Yet Manis accepted this accounting without question. Further, Manis raised no concern with the new documents Briner provided that excluded the above transactions as well as a second cash confirmation dated July 20, 2012 and signed by Briner confirming that, as of May 31, 2012, Briner held \$9,570.00 of cash attributable to Stone Boat in his Master Trust Account. Manis failed to resolve the material difference between the June 11, 2012 cash confirmation of \$106,105 and the July 20, 2012 cash confirmation of \$9,570.

65. In addition to consenting to the filing of his firm's audit report where the Issuers' underlying accounting violated GAAP, Manis failed to meet AS 15, AS 12, AS 3, AU 560, and AU 230 for failing to obtain sufficient appropriate evidence, exercise professional skepticism, and document the consideration of Briner's accounting with respect to the alleged rescission. Manis also failed to meet PCAOB standard AU Section 316 (Consideration of Fraud in a Financial Statement Audit) ("AU 316") for not gaining "an understanding of the business rationale for [a significant transaction that is outside of the normal course of business for the entity] and whether that rationale (or the lack thereof) suggests that the transactions may have been entered into to engage in fraudulent financial reporting or conceal misappropriation of assets" (at .66).

66. Further, Ridenour, as the engagement quality review partner for Stone Boat, violated AS 7, which provides that an engagement quality review partner should "evaluate the significant judgments made by the engagement team and the related conclusions reached in forming the overall conclusion on the engagement" (§ 9). Manis's decision not to evaluate the manner in which Briner, on behalf of Stone Boat, accounted for the purported rescission was a significant judgment Ridenour should have, but failed, to evaluate.

#### **Manis Ignored Red Flags Indicating that Briner May Have Engaged in a Related Party Transaction With Stone Boat**

67. Under AU 334, transactions that because of their nature may be indicative of the existence of related parties include, among other things, "[b]orrowing or lending on an interest-free basis" and "[m]aking loans with no scheduled terms for when or how the funds will be repaid" (at .03(a) and (d)). Further, under AS 15, "[i]f audit evidence obtained from one source is inconsistent with that obtained from another, or if the auditor has doubts about the reliability of information to be used as audit evidence, the auditor should perform the audit procedures necessary to resolve the matter and should determine the effect, if any, on other aspects of the audit" (§ 29). Finally, auditors must exercise professional skepticism throughout the course of the engagement consistent with AU 230.

68. Manis ignored evidence indicating that Stone Boat may have engaged in a related party transaction with Briner and therefore failed to meet the above standards.

69. On June 13, 2012, Briner's assistant sent an email to an M&K employee with two

documents: (1) a related party worksheet listing no related parties for the period ending May 31, 2012 that was signed by Stone Boat's officer, and (2) a confirmation that as of May 31, 2012, MetroWest issued a \$100,000 "non-interest bearing demand loan" to Stone Boat.

70. Despite the apparent contradiction between the MetroWest loan to Stone Boat and Stone Boat's officer's assertion that there were no related party transactions during the audit period, the M&K employee did not investigate the nature of the alleged noninterest bearing loan from MetroWest, including whether it constituted a related party transaction. As a result, Manis violated AU 334, AS 15, AU 230, and AS 10 by failing to direct the M&K staff member reviewing the audit evidence to bring this significant accounting and auditing issue to his attention and by otherwise failing to supervise the Stone Boat audit.

### **RESPONDENTS VIOLATED SECTION 17(a) OF THE SECURITIES ACT, RULE 2-02 OF REGULATION S-X, AND ENGAGED IN IMPROPER PROFESSIONAL CONDUCT**

71. As a result of the conduct described above, Respondents violated Sections 17(a)(2) and (3) of the Securities Act by claiming that they conducted the Issuers' audits in accordance with PCAOB standards when in fact they did not.

72. Additionally, for failing to meet the PCAOB audit standards identified above in auditing the Issuers, Respondents engaged in improper professional conduct pursuant to the Commission's Rules of Practice Rule 102(e)(1)(ii) by each engaging in at least one instance of highly unreasonable conduct or at least two instances of unreasonable conduct under Rule 102(e)(1)(iv). Further, M&K violated Rule 2-02(b)(1) of Regulation S-X by providing audit reports included in the Issuers' Form S-1 Registration statements that state that the Issuers' audits were conducted in accordance with PCAOB standards when in fact they were not. Manis and Ridenour caused M&K's violations of Rule 2-02(b)(1) of Regulation S-X by consenting to the filing of such audit reports.

73. Further, as described above, Respondents willfully violated Sections 17(a)(2) and (3) of the Securities Act thereby engaging in conduct subject to the Commission's Rules of Practice Rule 102(e)(1)(iii).

### **COMMISSION FINDINGS**

Based on the foregoing, the Commission finds that:

- A. Respondents willfully violated Sections 17(a)(2) and (3) of the Securities Act;
- B. Respondents engaged in improper professional conduct pursuant to Section 4C(a)(2) of the Exchange Act and Rule 102(e)(1)(ii) of the Commission's Rules of Practice;
- C. M&K violated Rule 2-02(b)(1) of Regulation S-X;
- D. Manis and Ridenour caused violations of Rule 2-02(b)(1) of Regulation S-X; and
- E. Respondents willfully violated Sections 17(a)(2) and (3) of the Securities Act thereby engaging in conduct subject to Section 4C(a)(3) of the Exchange Act and Practice Rule

102(e)(1)(iii) of the Commission's Rules of Practice.

### **UNDERTAKINGS**

Respondent M&K has undertaken to:

A. Acceptance of New Audit Clients. M&K will not accept any new audit client (i) registered with the Commission or (ii) seeking an audit for the purpose of registering securities with the Commission (together, "New Clients") between the date of entry of this Order and the later of twelve months or the date that an independent consultant, described in paragraph B below, certifies in writing that the undertakings discussed herein have been completed to the satisfaction of the independent consultant, as described in paragraph D(5) below.

B. Independent Consultant.

(1) M&K will retain, within thirty days after the entry of this Order, an independent consultant ("Independent Consultant"), not unacceptable to the Commission staff. M&K shall provide to the Commission staff a copy of the engagement letter detailing the scope of the Independent Consultant's responsibilities. The Independent Consultant's compensation and expenses shall be borne exclusively by M&K.

(2) To ensure the independence of the Independent Consultant, M&K: (1) shall not have the authority to terminate the Independent Consultant or substitute another independent compliance consultant for the initial Independent Consultant, without the prior written approval of the Commission staff; and (2) shall compensate the Independent Consultant and persons engaged to assist the Independent Consultant for services rendered pursuant to this Order at their reasonable and customary rates.

(3) M&K will require the Independent Consultant to enter into an agreement that provides that, for the period of engagement and for a period of two years from completion of the engagement, the Independent Consultant shall not enter into any employment, consultant, attorney-client, auditing or other professional relationship with M&K, or any of its present or former affiliates, directors, officers, employees, or agents acting in their capacity as such. The agreement will also provide that the Independent Consultant will require that any firm with which he/she is affiliated or of which he/she is a member, and any person engaged to assist the Independent Consultant in performance of his/her duties under this Order shall not, without prior written consent of the Division of Enforcement, enter into any employment, consultant, attorney-client, auditing or other professional relationship with M&K, or any of its present or former affiliates, directors, officers, partners, employees, or agents acting in their capacity as such for the period of the engagement and for a period of two years after the engagement.

C. Areas Independent Consultant Is To Review. Within the periods specified in paragraph D below, the Independent Consultant will review and evaluate M&K's audit and interim review policies and procedures regarding:

- (1) fraud detection;
- (2) the exercise of due professional care and professional skepticism;

- (3) client acceptance and retention;
- (4) obtaining sufficient appropriate audit evidence;
- (5) third-party confirmations;
- (6) the identification and consideration of disclosures of related parties and related party transactions;
- (7) evaluation of and reliance upon management representations;
- (8) supervision of individuals working on audits; and
- (9) adequate audit documentation, including work paper sign-off, archiving, and dating.

M&K shall cooperate fully with the Independent Consultant and shall provide reasonable access to firm personnel, information, and records as the Independent Consultant may reasonably request for the Independent Consultant's review and evaluation described herein and the reports specified in paragraph D below.

D. Independent Consultant Reports and Certifications.

(1) Within five months of the Independent Consultant being retained, M&K shall require the Independent Consultant to issue a detailed written report ("Report") to M&K: (a) summarizing the Independent Consultant's review and evaluation of the areas identified in paragraph C above; and (b) making recommendations, where appropriate, reasonably designed to ensure that audits conducted by M&K comply with Commission regulations and with PCAOB standards and rules. M&K shall require the Independent Consultant to provide a copy of the Report to the Commission staff when the Report is issued.

(2) M&K will adopt, as soon as practicable, all recommendations of the Independent Consultant in the Report. Provided, however, that within thirty days of issuance of the Report, M&K may advise the Independent Consultant in writing of any recommendation that it considers to be unnecessary, unduly burdensome, or impractical. M&K need not adopt any such recommendation at that time, but instead may propose in writing to the Independent Consultant and the Commission Staff an alternative policy or procedure designed to achieve the same objective or purpose. M&K and the Independent Consultant will engage in good-faith negotiations in an effort to reach agreement on any recommendations objected to by M&K.

(3) In the event that the Independent Consultant and M&K are unable to agree on an alternative proposal within thirty days, M&K either will abide by the determinations of the Independent Consultant or seek approval from the Commission staff pursuant to paragraph B(2) above to engage, at M&K's expense, a qualified third party acceptable to the Commission Staff to promptly resolve the issue(s).

(4) Within sixty days of issuance of the Report, but not sooner than thirty days after a copy of the Report is provided to the Commission staff, M&K will certify to the

Commission staff in writing that it has adopted and has implemented or will implement all recommendations of the Independent Consultant (“Certification of Compliance”). M&K will provide a copy of the Certification of Compliance to the Commission staff.

(5) Within six months of the issuance of the Report, M&K shall require the Independent Consultant to test whether M&K has implemented and enforced its written policies and procedures concerning the areas specified in paragraph C above and assess the effectiveness of those policies and procedures. M&K shall require the Independent Consultant to issue a written final report summarizing the results of the Independent Consultant’s test and assessment (“Final Report”) and to provide a copy of the Final Report to the Commission Staff. At this time, if the Independent Consultant determines that the undertakings discussed herein have been completed to the satisfaction of the Independent Consultant, M&K shall require the Independent Consultant to certify in writing that the undertakings have been so completed (“Independent Consultant Certification”) and provide a copy of this certification to the Commission staff. M&K’s undertaking to not accept any New Clients, as described in paragraph A above, shall continue until the Independent Consultant has issued the Independent Consultant Certification.

E. The Report, Final Report, Certification of Compliance, Independent Consultant Certification, and any related correspondence or other documents shall be submitted to Lara Shalov Mehraban, Assistant Regional Director, Division of Enforcement, Securities and Exchange Commission, 200 Vesey Street, New York, NY 10281, with a copy to the Office of Chief Counsel of the Enforcement Division.

F. For good cause shown, the Commission staff may extend any of the procedural dates relating to the undertakings. Deadlines for procedural dates shall be counted in calendar days, except that if the last day falls on a weekend or federal holiday, the next business day shall be considered to be the last day.

G. M&K agrees that if the Division of Enforcement believes that M&K has not satisfied these undertakings, it may petition the Commission to reopen the matter to determine whether additional sanctions are appropriate.

H. In determining whether to accept M&K’s Offer, the Commission has considered these undertakings.

#### IV.

In view of the foregoing, the Commission deems it appropriate to impose the sanctions agreed to in Respondents’ Offer.

Accordingly, pursuant to Section 8A of the Securities Act and Sections 4C and 21C of the Exchange Act, it is hereby ORDERED that:

A. Respondents shall cease and desist from committing or causing any violations and any future violations of Sections 17(a)(2) and (3) of the Securities Act and Rule 2-02(b)(1) of Regulation S-X.

B. Respondent M&K is censured.

C. Respondent M&K shall pay disgorgement of \$49,500.00 and prejudgment interest of \$3,833.00, which represents profits gained as a result of the conduct described herein, and civil penalties of \$50,000.00 for a total of \$103,333.00 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Payment shall be made in the following installments: (1) \$20,666.60, within 10 days of the entry of this Order, (2) \$20,666.60, within 90 days of the entry of this Order, (3) \$20,666.60, within 180 days of the entry of this Order, (4) \$20,666.60, within 270 days of the entry of this Order, and (5) \$20,666.60, within 360 days of the entry of this Order. If any payment is not made by the date the payment is required by this Order, the entire outstanding balance of disgorgement, prejudgment interest, and civil penalties, plus any additional interest accrued pursuant to SEC Rule of Practice 600 or pursuant to 31 U.S.C. § 3717, shall be due and payable immediately at the discretion of the staff of the Commission, without further application.

D. Respondent Manis is denied the privilege of appearing or practicing before the Commission as an accountant.

E. Respondent Manis shall pay civil penalties of \$20,000.00 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Payment shall be made in the following installments: (1) \$4,000.00, within 10 days of the entry of this Order, (2) \$4,000.00, within 90 days of the entry of this Order, (3) \$4,000.00, within 180 days of the entry of this Order, (4) \$4,000.00, within 270 days of the entry of this Order, and (5) \$4,000.00, within 360 days of the entry of this Order. If any payment is not made by the date the payment is required by this Order, the entire outstanding balance of civil penalties, plus any additional interest accrued pursuant to 31 U.S.C. § 3717, shall be due and payable immediately at the discretion of the staff of the Commission, without further application.

F. Respondent Ridenour is denied the privilege of appearing or practicing before the Commission as an accountant.

G. Respondent Ridenour shall pay civil penalties of \$15,000.00 to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Payment shall be made in the following installments: (1) \$3,000.00, within 10 days of the entry of this Order, (2) \$3,000.00, within 90 days of the entry of this Order, (3) \$3,000.00, within 180 days of the entry of this Order, (4) \$3,000.00, within 270 days of the entry of this Order, and (5) \$3,000.00, within 360 days of the entry of this Order. If any payment is not made by the date the payment is required by this Order, the entire outstanding balance of civil penalties, plus any additional interest accrued pursuant to 31 U.S.C. § 3717, shall be due and payable immediately at the discretion of the staff of the Commission, without further application.

H. Payment of disgorgement and civil penalties as described in Section IV, paragraphs C, E, and G herein must be made in one of the following ways:

(1) Respondent may transmit payment electronically to the Commission, which

will provide detailed ACH transfer/Fedwire instructions upon request;

(2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>; or

(3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center  
Accounts Receivable Branch  
HQ Bldg., Room 181, AMZ-341  
6500 South MacArthur Boulevard  
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying the Respondent by name in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Lara Shalov Mehraban, Division of Enforcement, Securities and Exchange Commission, 200 Vesey Street, NY 10281.

I. The Division of Enforcement ("Division") may, at any time following the entry of this Order, petition the Commission to: (1) reopen this matter to consider whether Respondent provided accurate and complete financial information at the time such representations were made; and (2) seek an order directing payment of disgorgement and pre-judgment interest. No other issue shall be considered in connection with this petition other than whether the financial information provided by Respondent was fraudulent, misleading, inaccurate, or incomplete in any material respect. Respondent may not, by way of defense to any such petition: (1) contest the findings in this Order; (2) assert that payment of disgorgement and interest should not be ordered; (3) contest the amount of disgorgement and interest to be ordered; or (4) assert any defense to liability or remedy, including, but not limited to, any statute of limitations defense.

J. Amounts ordered to be paid as civil money penalties pursuant to this Order shall be treated as penalties paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Respondents agree that in any Related Investor Action, they shall not argue that they are entitled to, nor shall they benefit by, offset or reduction of any award of compensatory damages by the amount of any part of Respondents' payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Respondents agree that they shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the Securities and Exchange Commission. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this proceeding. For purposes of this paragraph, a "Related Investor Action" means a private damages action brought against Respondent by or on behalf of one or more investors based on substantially the same facts as alleged in the Order instituted by the Commission in this proceeding.

V.

It is further Ordered that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S. C. §523, that the findings in this Order are true and admitted by Respondents, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Respondents under this Order or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Respondents of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. § 523(a)(19).

By the Commission.

Brent J. Fields  
Secretary

## Appendix A

Issuer	Engagement Partner	EQR Partner	Audited Financial Statement Errors/ Conflict Between Audited Financial Statements and Other Registration Statement Information
Stone Boat	Manis	Ridenour	<p><u>Audited Financial Statement Errors</u></p> <ul style="list-style-type: none"> <li>• The amounts for Net Cash Used in Operating Activities of \$(20,430), Net Cash Used in Investing Activities of \$(20,000) and Net Cash Provided by Financing Activities of \$30,000 do not foot to the amount presented as Net Change in Cash of \$9,570 on the Statement of Cash Flows on Page F-6. The accurately footed amount is \$(10,430).</li> <li>• The Net Change in Cash of \$9,570 reported on Page F-6 of the Statements of Cash Flows and the Cash at beginning of period of \$30,000 do not foot to the Cash at End of Period reported as \$9,570. The accurately footed amount is \$19,570.</li> <li>• The Recognition of an Impairment Loss (Mineral Claims) of \$0 in the Statement of Cash Flows on Page F-6 does not match the Recognition of an Impairment Loss (Property Expenses) of \$20,000 on the Statement of Operations on Page F-4. The Statement of Cash Flows is effectively prepared incorrectly. The Net Cash Used in Operating Activities of \$(20,430) is overstated for both periods presented.</li> <li>• The Cash at beginning of period of \$30,000 “For the period ending” May 31, 2012 does not match the amount of \$0 in the column From Inception (September 28, 2011) to May 31, 2012, both amounts appear on the Statement of Cash Flows on Page F-6. The amounts in both columns on page F-6 appear to be the same for both periods presented until the \$30,000 amount at the beginning of period in “For the period ending May 31, 2012” column. There is no balance sheet presented that shows the \$30,000 opening balance for cash.</li> </ul> <p><u>Conflict Between Audited Financial Statements and Other Registration Statement Information</u></p> <ul style="list-style-type: none"> <li>• The Weighted average shares outstanding basic of 16,175,342 under Consolidated Statements of Income and Summary Financial Information on Page 5 does not match the amount of 24,000,000 listed on the Statement of Operations on Page F-4.</li> </ul>
Kingman	Ridenour	Manis	<p><u>Audited Financial Statement Errors</u></p> <ul style="list-style-type: none"> <li>• The Net Cash Used in Operating Activities of \$0 does not foot to the amount of Net Change in Cash of \$(1,995) on the Statement of Cash Flows for the 3 months ended November 30, 2012 (Page F-16). The Cash at the End of Period of \$14,330 on page F-16 does not match cash of \$16,325 as of November 30, 2012 on the Balance Sheet on page F-14.</li> <li>• The NOL listed in Note 2 as \$13,675 is not consistent with Note 7, which lists the NOL as \$6,175.</li> </ul> <p><u>Conflict Between Audited Financial Statements and Other Registration Statement Information</u></p>

Issuer	Engagement Partner	EQR Partner	<b>Audited Financial Statement Errors/ Conflict Between Audited Financial Statements and Other Registration Statement Information</b>
			<ul style="list-style-type: none"> <li>• “The Company has incurred a net loss of \$15,670 for the period from inception to August 31, 2012” as disclosed on Page 34 under Liquidity and Capital Resources, does not match the amount in the Statement of Operations for the same period, which is \$(13,675) (Page F-4).</li> </ul>
Bonanza	Ridenour	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$13,675 is not consistent with Note 7 on page F-12, which lists the NOL as \$6,175.</li> </ul> <p><u>Conflict Between Audited Financial Statements and Other Registration Statement Information</u></p> <ul style="list-style-type: none"> <li>• “The Company has current assets of \$14,330... as of November 30, 2012” as disclosed on Page 30 under Liquidity and Capital Resources does not match the amount of Total current assets as of November 30, 2012 on the Balance Sheet, which is \$16,325 (Page F-14).</li> </ul>
CBL	Ridenour	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$13,675 is not consistent with Note 7 on page F-12, which lists the NOL as \$6,175.</li> </ul> <p><u>Conflict Between Audited Financial Statements and Other Registration Statement Information</u></p> <ul style="list-style-type: none"> <li>• “The Company has incurred a net loss of \$13,675 for the period from inception to November 30, 2012” as disclosed on Page 32 under Liquidity and Capital Resources does not match the amount in the Statement of Operations for the same period, which is \$(15,670) (Page F-15).</li> </ul>
Lost Hills	Ridenour	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$13,675 is not consistent with Note 7 on page F-12, which lists the NOL as \$6,175.</li> </ul>
Yuma	Ridenour	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$13,675 is not consistent with Note 7 on page F-12, which lists the NOL as \$6,175.</li> </ul>
Eclipse	Another M&K Partner	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$11,175 is not consistent with Note 7 on page F-11, which lists the NOL as \$2,675.</li> </ul>
Chum	Another M&K Partner	Manis	<p><u>Audited Financial Statement Error</u></p> <ul style="list-style-type: none"> <li>• The NOL listed in Note 2 on page F-7 as \$10,175 is not consistent with the table in Note 7 on page F-12, which lists the net loss before taxes as \$2,675.</li> </ul>