

FILED
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JUL 31 2017
U.S. DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

PATRICK MURACA,
NANOMOLECULARDX, LLC
(a/k/a NMDX, LLC), and
METABORX, LLC,

Defendants.

Case No.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff United States Securities and Exchange Commission (the “Commission” or “SEC”) alleges the following as to defendants Patrick Muraca (“Muraca”), NanoMolecularDX, LLC (a/k/a NMDX, LLC) (“NMDX” or “Nano”) and Metaborex, LLC (“Metabo”) (collectively, “the Defendants”):

PRELIMINARY STATEMENT

1. This case involves ongoing misappropriation of investor funds by Massachusetts resident Patrick Muraca and his Massachusetts-based companies, NanoMolecularDX, LLC and MetaboRX, LLC. Muraca has raised at least \$1,175,000 from at least fifteen investors for purported investment in Nano and Metabo, which he describes as pharmaceutical development companies. Muraca represented to investors that their funds would be used to manufacture and commercialize cancer diagnostic tests and other bio-pharmaceutical innovations, to purchase assets related to such products, and to develop clinical trials. In actuality, Muraca diverted a

substantial portion of the money raised from investors to his own personal use. In some instances, Muraca caused investors to deposit funds directly into Muraca's personal bank account. In other instances, Muraca removed investor funds from the business bank accounts of Nano and Metabo, transferring the funds to his personal accounts or directly paying personal expenses from the business accounts. Muraca has been misappropriating investors' money in order, among other things, to pay for routine groceries, restaurants, entertainment, and to subsidize his fiancée's restaurant business. From April 2016 to the present, Muraca has spent at least \$400,000 of investor funds for purposes unrelated to the pharmaceutical development businesses of Nano and Metabo. Muraca has diverted investor money from the Nano and Metabo bank accounts, as well as investor money that was deposited to Muraca's personal bank account.

2. Muraca continues to solicit money from investors for these purported investments, and solicited and received an investment of \$80,000 that was deposited by an investor into the Nano bank account as recently as June 30, 2017.

3. As a result of the conduct alleged herein, the Defendants violated, and unless restrained and enjoined will continue to violate, Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)], and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 340.10b-5].

4. The Commission seeks emergency preliminary relief, including a temporary restraining order against further violations of the federal securities laws and an emergency asset freeze to preserve assets necessary to satisfy any eventual judgment against the Defendants. The Commission also requests that the Court a) order the defendants to provide an immediate accounting of their respective assets, b) provide for expedited discovery, c) prohibit the

Defendants from continuing to accept or deposit additional investor funds and from opening new accounts at any bank or other financial institution, and d) prohibit the alteration or destruction of relevant documents by the Defendants.

5. The Commission also seeks a permanent injunction against the Defendants, enjoining them from engaging in the transactions, acts, practices, and courses of business alleged in this Complaint, disgorgement of all ill-gotten gains from the unlawful conduct set forth in this Complaint, together with prejudgment interest, civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], an order prohibiting Muraca from acting as an officer or director of any public company, and such other relief as the Court may deem appropriate.

JURISDICTION AND VENUE

6. The Commission seeks a permanent injunction and disgorgement pursuant to Section 20(b) of the Securities Act [15 U.S.C. § 77t(b)] and Section 21(d)(1) of the Exchange Act [15 U.S.C. § 78u(d)(1)]. The Commission seeks the imposition of a civil penalty pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)].

7. The Court has jurisdiction over this action pursuant to Sections 20(d) and 22(a) of the Securities Act [15 U.S.C. §§ 77t(d), 77v(a)] and Sections 21(d), 21(e) and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), 78aa].

8. Venue is proper in this District because, at all relevant times, Muraca, Nano, and Metabo maintained offices in Massachusetts. Muraca also maintains a residence in Massachusetts.

9. In connection with the conduct described in this Complaint, Defendants directly

or indirectly made use of the mails or the means or instruments of transportation or communication in interstate commerce.

10. Defendants' conduct involved fraud, deceit, or deliberate or reckless disregard of regulatory requirements, and resulted in substantial loss, or significant risk of substantial loss, to other persons.

DEFENDANTS

11. **Patrick Muraca**, age 48, resides in Pittsfield, Massachusetts. Muraca is the President and CEO of NanoMolecularDX, LLC and MetaboRX, LLC, two purported pharmaceutical development companies.

12. **NanoMolecularDX, LLC** is a Delaware Limited Liability Company headquartered in Lee, Massachusetts. In various communications, Muraca refers to Nano as NMDX, LLC or NMDX, INC.

13. **MetaboRX, LLC** is a Delaware Limited Liability Company headquartered in Lee, Massachusetts.

FACTS

14. Muraca began to solicit investors for Nano and Metabo in or around April through July of 2016, and has continued at least through June 2017.

15. According to its website, Nano "has been focused on the development of IVD and RUO diagnostic assays and kits for the early detection and monitoring of biomarkers in oncology and endocrinology."

16. According to its website, Metabo is "building novel therapies for cancer and metabolic disease by attacking a well-tested, proven metabolic enzyme, fatty acid synthase

(FAS) that regulates the production of fatty acids in our body, and is known to be overactive in disease.”

17. In various investor communications, Muraca has described Nano and Metabo as “companion” companies, stating that Metabo is “the companion pharmaceutical company moving forward on the development of the fatty acid synthase based drugs” and that Nano is developing a “companion diagnostic test” for fatty acid synthase.

Investment Contracts

18. At least fifteen individuals invested in Nano and Metabo between April 2016 and the present and Muraca provided many of these individuals with investment confirmations listing the number of shares in each company that they were entitled to as a result of their investment. Muraca signed these confirmations as CEO and President of both companies, and stated: “This is to confirm your investment and ownership in [Nano or Metabo]. Any questions, please let me know. You will receive a Certificate at the close of the Seed Round.” The investors were from a variety of locations, including, but not limited to, New York City, New Jersey, Pennsylvania, Nevada, Arizona, and Florida.

Muraca’s Solicitations of Investments and Misrepresentations and Omissions to Investors about the Use of Investor Funds

19. On various occasions between 2016 and 2017, Muraca represented to shareholders of Nano and Metabo and prospective investors in each company that their funds would be used for pharmaceutical development and commercialization. He repeatedly sent shareholder updates and solicitations detailing the purported pharmaceutical business operations. In these updates, Muraca described in detail the purported uses to which investor proceeds were being applied in connection with the pharmaceutical business. In making such representations, Muraca omitted to disclose to his investors that their funds had been used, and would be used on

an ongoing basis, to pay his personal expenses and to fund business activities unrelated to pharmaceutical development, such as his fiancée's restaurant business.

20. On or about September 6, 2016, Muraca emailed various investors a shareholder letter soliciting investment in Nano, which represented that "[t]he proceeds from this Seed offering will be used primarily for (i) Development and manufacturing of FAS and HER-2 for the commercialization of Manual kits, (ii) commencing the FDA review for the Nano based Product, and (iii) supporting ongoing regulatory and operational efforts necessary for commercialization. The completion of this Seed financing is critical for our pre-commercialization efforts."

21. On or about October 21, 2016, Muraca emailed various investors an investor update for Nano and solicited additional investment in an attached letter, which represented that "the use of proceeds from this offering will be used primarily for manufacturing of pre-clinical test assays, commercialization of the tissue repository and clinical histochemistry products and for ongoing regulatory efforts to support our NanoMolecularDX development."

22. On or about November 3, 2016, Muraca emailed various investors an investor update for Nano and Metabo, and solicited additional investments in an attached letter, which represented that these additional investments "will allow the company to move the development of the Nuvera assets on the NMDX platform forward and will help to find [sic] a new initiative at the Center for Nanoscale Science and Engineering (CNSE) for the development of this asset"

23. On or about March 16, 2017, Muraca emailed various investors attaching a "shareholder update" letter with a "financing update," stating:

The Company seeks strategic financing up to a maximum of \$1,000,000 USD in aggregate. The purpose of this strategic financing is:

1. Acquire assets of Nuclea Biotech through court-ordered bankruptcy liquidation. The purchase price for these assets is \$300,000, plus associated fees. Estimated total cost is \$350,000.
2. Assess, analyze and monetize the aforementioned assets. Estimated cost is \$350,000.
3. Fund ongoing corporate operations, bridging the revenue gap created by the billing cycle inherent in the current service contract with [a large laboratory]. Estimated cost is \$250,000.

24. On or about April 3, 2017, Muraca emailed various investors a shareholder letter on behalf of Nano detailing its purported efforts to market and commercialize cancer tests. In making these detailed representations about the pharmaceutical business activities of Nano, Muraca omitted to disclose to investors that on March 31, 2017, he had filed an application for registration as a foreign LLC with the Commonwealth of Massachusetts for Nano, stating that its business purpose was “Serving food; Restaurant.”

25. On or about April 24, 2017, Muraca emailed various investors a shareholder letter on behalf of MetaboRX, writing that “MetaboRX is a preclinical stage biopharmaceuticals enterprise based on pioneering research in fatty acid metabolism” and that Metabo “has made major strides in the development of new diagnostics and is starting to build real value for our shareholders.” In making this detailed representation about the pharmaceutical business activities of Metabo, Muraca omitted to disclose to investors that on April 3, 2017, he had also filed an application for registration as a foreign LLC with the Commonwealth of Massachusetts for Metabo, stating that its business purpose was “Serving food; Restaurant.”

26. Muraca has continued to solicit investment in Nano through at least June 2017. On June 30, 2017, an individual invested \$80,000 that was deposited into the Nano bank account. On July 5, 2017, Nano issued a press release titled “[Nano] announces closing of \$1

million seed funding through private placement,” which represented that the proceeds of the seed funding “will be used to finance the commercialization of the NMDX’s diagnostic tests, the development of additional diagnostic clinical trials, and to expand operational capabilities.”

27. In his various oral and written representations to investors and prospective investors, or in any other communications with investors or prospective investors, Muraca omitted to disclose that their investments had been, and on an ongoing basis would be, used to pay for his own personal expenses, to pay for a food service or restaurant business, or to fund businesses unrelated to Nano or Metabo’s purported pharmaceutical development activities.

Muraca Misappropriated Investor Funds

28. Between April 2016 and June 2017 Muraca spent substantial investor funds to pay for a variety of personal expenses, which were not disclosed to various investors, including, but not limited to, the following:

- a. Muraca instructed certain investors to wire an aggregate of over \$65,000 of investor funds directly into his personal bank account, and then used those funds to pay his personal expenses, such as his mortgage, and expenses for family members and his fiancée;
- b. Muraca opened business bank accounts in the names of Nano and Metabo and solicited investors to transmit funds into those accounts. Thereafter, Muraca repeatedly took money from those accounts, writing checks payable to himself and to friends and family, and paying his personal expenses, such as grocery store purchases, a luxury goods purchase, and automotive shop purchases, with debit cards for the business accounts; and,
- c. Muraca used at least \$65,000 of investor funds from the Nano and Metabo

business bank accounts to directly pay for expenses related to his fiancée's restaurant businesses, in which he is listed on some corporate documents as a "General Partner."

Muraca Instructed Investors to Wire Funds Directly into His Personal Bank Account

29. Muraca maintains an individual bank account under his name at BB&T Bank ("Account #8177"), and he is the only signatory on the account. Muraca solicited investors in Nano and Metabo to transmit \$73,180 by wires directly into his personal account, as follows:

- a. On or about April 29, 2016, at Muraca's direction, Investor #1 wired \$10,000 into Account #8177 with the description "Re: METABOX RX INVESTMENT."
- b. Between May 18 and May 25, 2016, at Muraca's direction, Investor #2 sent three wires totaling \$17,780 to Account #8177 with the description "METABORX INVESTMENT."
- c. Between May 19, and May 24, 2016, at Muraca's direction, Investor #3 sent four wires totaling \$15,400 into Account #8177, with the descriptions "5,000 shares for [Investor #3]" and "Investing [Investor #3's wife]."
- d. On or about June 20, 2016, at Muraca's direction, Investor #4 wired \$10,000 to Account #8177.
- e. On or about June 30, 2016, at Muraca's direction, Investor #5 wired \$20,000 to Account #8177 with the description "NanoMolecularDX."

30. Muraca did not transfer these funds or any equivalent amounts to the Metabo or Nano business bank account. Muraca used the investors' funds that were wired directly into Account #8177 for personal expenses, including, but not limited to, his mortgage, his fiancée's mortgage and his mother's mortgage, and various other personal expenses, such as gas and

groceries.

**Muraca's Misappropriation of Investor Funds from the Nano
and Metabo Business Bank Accounts**

The Nano Bank Account:

31. The Nano bank account was opened on or about May 31, 2016, by a purported employee of Nano, with a deposit of \$10. Muraca and the purported employee were listed as signers on the account. Muraca was the only person with a debit card linked to the Nano bank account.

32. Beginning on or around May 31, 2016, Muraca solicited various individuals to invest in Nano and caused them to wire funds into the Nano bank account. On various dates thereafter, Muraca used funds from the Nano bank account for a variety of personal expenses and for expenses of a restaurant business.

33. Prior to July 5, 2016, the Nano bank account contained \$10. On that date, Investors #6 and #7 each invested \$20,000, and on July 18, 2016, Investor #8 invested \$20,000, for a total of \$60,000. Muraca caused these funds to be wired to the Nano bank account. Between July 5 and August 8, 2016, there were no other credits to the Nano bank account. During that time period, Muraca transferred over \$30,000 of investor funds to himself via checks from the Nano bank account payable to "Patrick Muraca," and used another \$5,000 from the Nano bank account to pay the rent for his fiancée's restaurant business.

34. By August 8, 2016, there was only \$771 left in the Nano bank account. On that date, Investor #9 invested \$20,000 in Nano. Muraca caused these funds to be wired to the Nano bank account. Between August 8, 2016, and August 25, 2016, there were no additional credits to the Nano bank account. During that time period, Muraca transferred \$14,000 of investor funds to himself via check from the Nano bank account, payable to "Patrick Muraca."

35. On or about August 25, 2016, there was only \$389 left in the Nano bank account. On that date, Investor #6 invested an additional \$10,000, which Muraca cause to be wired into the Nano bank account. Between August 25, 2016, and September 15, 2016, there were no other credits to the Nano bank account. During that time period, Muraca transferred \$10,000 of investor funds to himself via checks from the Nano bank account payable to "Patrick Muraca," and he withdrew \$350 in cash.

36. By September 15, 2016, there was only \$24 left in the Nano bank account. On that date, Investor #10 invested \$25,000 into Nano, which was deposited into the Nano bank account. Between September 15, 2016, and October 19, 2016, there was only one additional deposit – of \$1,085 – in the Nano bank account. During that time period, Muraca transferred \$15,000 of investor funds to himself via checks payable to "Patrick Muraca," he wrote a check payable to a relative of his fiancée for \$5,005, and he spent \$2,606 directly from the Nano bank account for personal expenses such as purchases at restaurants, fast food establishments, grocery stores, gas, and automotive shops.

37. On October 19, 2016, there was only \$392 left in the Nano bank account. Between October 19, 2016, and December 5, 2016, Investor #4 invested \$7,500, Investor #6 invested \$10,000, and Investor #7 invested \$20,000, for a total of \$37,500, all of which was deposited into the Nano bank account. During that same time period, Muraca transferred \$4,000 of investor funds to himself via checks from the Nano bank account payable to "Patrick Muraca," wrote a \$6,500 check payable to a relative of his fiancée, wrote two \$5,000 checks to pay two months of rent for his fiancé's restaurant business, and spent \$16,000 of investor funds directly from the Nano bank account for personal expenses.

38. On December 5, 2016, the Nano bank account was overdrawn by \$264. On that

date, Investor #11 invested \$50,000, which was deposited into the Nano bank account. Between December 5, 2016, and January 3, 2017, the only other credit to the Nano bank account was a returned check for \$3,115. During that same time period, Muraca transferred \$16,500 of investor funds to himself via checks from the Nano bank account, withdrew \$1,347 in cash, and spent \$13,742 directly from the Nano bank account to pay personal expenses, including a payment to a casino.

39. By January 3, 2017, the Nano bank account was overdrawn by \$1,384. On January 3, 2017, Investor #11 invested another \$50,000, and on January 4, 2017, Investor #10 invested \$100,000, all of which was deposited into the Nano bank account. Between January 3, 2017, and February 17, 2017, no other funds were deposited into the Nano bank account. During that same time period, Muraca transferred \$20,000 of investor funds to himself via checks payable to "Patrick Muraca," wrote a check for \$1,000 to his mother, paid the \$5,000 monthly rent for his fiancée's restaurant, and spent over \$27,000 directly from the Nano bank account for personal expenses.

40. By February 17, 2017, there was \$37,472 remaining in the Nano bank account. On February 17, 2017, Investor #6 and Investor #7 each invested \$15,000, and on February 22, 2017, and February 23, 2017, Investor #10 invested a total of \$500,000, all of which was deposited into the Nano bank account. Between February 17, 2017, and March 22, 2017, there were no other credits to the Nano bank account. During that time period, Muraca spent \$330,000 from the Nano bank account to purchase assets purportedly related to the business of Nano. He also transferred over \$30,000 of investor funds to himself via checks from the Nano bank account payable to "Patrick Muraca" and spent over \$12,000 directly from the Nano bank account for personal expenses.

41. On or about March 22, 2017, there was \$149,396 in the Nano bank account. On March 22, 2017, Investor #12 invested \$5,000 in Nano, and on April 7, 2017, Investor #13 invested \$20,000 in Nano, all of which was deposited into the Nano bank account. Between March 22, 2017, and May 25, 2017, no other funds were deposited into the Nano bank account. During that same time period, Muraca transferred over \$11,500 of investor funds to himself via checks from the Nano account payable to "Patrick Muraca," and spent over \$13,000 directly from the Nano bank account for personal expenses.

42. On or about May 25, 2017, there was \$47,484 in the Nano bank account. On May 25, 2017, Investor #14 invested \$15,000 in Nano, which was deposited into the Nano bank account. Between May 25, 2017 and June 30, 2017, Muraca transferred \$8,478 of investor funds to himself via checks from the Nano bank account payable to "Patrick Muraca," and spent an additional \$4,449 directly from the Nano bank account for personal expenses.

The Metabo Bank Account:

43. Muraca engaged in a similar pattern with respect to the Metabo bank account, which was opened in January of 2017 with a \$10 balance. On January 25, 2017, Investor #6 wired \$50,000 to the Metabo bank account. On January 26 and 27, 2016, Investor #7 wired \$50,000 to the Metabo bank account. There were no other credits to the Metabo bank account. Of the \$100,000 in investor funds deposited into the Metabo bank account on or about those dates, Muraca transferred over \$22,000 to himself via checks from the account payable to "Patrick Muraca," and spent over \$29,000 directly from the Metabo bank account for personal expenses, including a \$15,000 security deposit for a lease to the premises of his fiancée's new restaurant.

Muraca's Use of Investor Funds for his Fiancée's Restaurant Businesses

44. Prior to February 2017, Muraca's fiancée was the owner of a restaurant business located in Lee, MA (the "Lee restaurant"). The Lee restaurant rented space in an old train station. Muraca spent significant amounts of investor funds on this restaurant, directly from the Nano and Metabo bank accounts. Muraca paid over \$45,000 of investor monies from the Nano and Metabo bank accounts to suppliers and the landlord of the Lee restaurant.

45. After the Lee restaurant closed on or about January 29, 2017, Muraca used Nano and/or Metabo investor funds to pay expenses related to a second restaurant venture of his fiancée in Lenox, MA (the "Lenox restaurant"). In January 2017, Muraca and his fiancée signed a three-year lease agreement for a restaurant location in Lenox, which required a \$15,000 security deposit and called for \$2,000 per month rent. On March 31, 2017, Muraca paid \$15,000 directly out of the Metabo bank account to the landlord of the Lenox restaurant. Muraca then wrote a check for \$2,000 from the Metabo bank account for the April 2017 rent at the location.

Other Misrepresentations and Omissions

46. On or about April 12, 2016, Muraca signed an operating agreement for Nano along with another investor, which gave that investor a 25% ownership interest in Nano. The attachment to the operating agreement represented that the initial contribution of the two members was \$5,000 in cash from the investor, and \$150,000 in "cash" from Muraca. That representation by Muraca was false. In May 2016, when Muraca actually opened a bank account for Nano, he did so with \$10. At no point did Muraca make a cash contribution of \$150,000 to Nano.

47. In a November 14, 2016 email to various investors Muraca represented that he had already contributed \$250,000 to Nano "to purchase valuable distressed assets." That

representation by Muraca was false. Muraca made no such purchase or contribution to the businesses. In the same email Muraca also represented that Nano's revenues were \$50,000 to date. That representation by Muraca was false. The Nano bank account does not reflect any revenue prior to November 14, 2016, and, in fact, does not reflect any revenue at all to date.

48. A July 5, 2017 press release for Nano, that Muraca emailed to at least one investor, stated, "[t]he company is already generating revenue through sales of its HER-2 (HER-2) blood testing kits, acquired through their acquisition of Nuclea Biotechnologies." This representation was false. The bank records for Nano and Metabo do not reflect any revenue to date. The press release contains quotes from Muraca, who is identified in the press release as the CEO and President, and describes Nano as "a healthcare company focused on the development of IVD and RUO diagnostic assays and kits for the early detection and monitoring of biomarkers in oncology and endocrinology." The press release, though quite detailed, again omits any disclosure that Nano's foreign LLC filing with the Commonwealth of Massachusetts lists its "business purpose" as "serving food; restaurant" business, and omits any disclosure that Muraca had spent approximately \$400,000 of investor funds on personal expenses and expenses related to the restaurant businesses.

**First Claim for Relief
(Violation of Section 17(a) of the Securities Act)**

49. The Commission repeats and incorporates by reference the allegations in paragraphs 1 through 48 above as if set forth fully herein.

50. By engaging in the conduct described above, Defendants directly or indirectly, acting intentionally, knowingly or recklessly, by use of the means or instruments of transportation or communication in interstate commerce or by the use of the mails, in the offer or sale of securities: (a) employed devices, schemes, or artifices to defraud; (b) obtained money or property by means of

untrue statements of material fact or omissions to state a material fact necessary to make the statements made not misleading in light of the circumstances under which they were made; or (c) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon the purchasers of such securities.

51. By engaging in the conduct described above, Defendants have violated, and unless enjoined will continue to violate, Section 17(a) of the Securities Act [15 U.S.C. §77q(a)].

**Second Claim for Relief
(Violation of Section 10(b) of Exchange Act and Rule 10b-5 thereunder)**

52. The Commission repeats and incorporates by reference the allegations in paragraphs 1 through 48 above as if set forth fully herein.

53. By engaging in the conduct described above, Defendants, directly or indirectly, in connection with the purchase or sale of securities, by the use of the means or instrumentalities of interstate commerce or of the mails, or of any facility of any national securities exchange, knowingly or recklessly, (i) employed devices, schemes, or artifices to defraud; (ii) made untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and (ii) engaged in acts, practices, or courses of business which operated or would operate as a fraud or deceit upon any persons, including purchasers or sellers of the securities.

54. By engaging in the conduct described above, Defendants violated, and unless enjoined will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §240.10b-5(b)].

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court:

A. Temporarily, preliminarily, and permanently restrain and enjoin the Defendants, and each of their agents, servants, employees and attorneys and all persons in active concert or

participation with them who receive actual notice of the injunction by personal service or otherwise, from direct or indirect future violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];

B. Enter a temporary restraining order, preliminary injunction, order freezing assets, order requiring an accounting of assets and liabilities, order prohibiting the accepting or depositing of additional investor funds, order allowing expedited discovery, order prohibiting the alteration or destruction of relevant documents, and order for other equitable relief in the form submitted with the Commission's motion for such relief, as to each of the Defendants;

C. Order that Muraca be prohibited from acting as an officer or director of any public company pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)];

D. Require all Defendants to jointly and severally disgorge ill-gotten gains they received as a result of their violation of the federal securities laws, plus pre-judgment interest thereon;

E. Require all Defendants to pay appropriate civil monetary penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] or Section 21(d)(3) of the Securities Exchange Act [15 U.S.C. § 78u(d)(3)].

F. Retain jurisdiction over this action to implement and carry out the terms of all orders and decrees that may be entered; and

G. Grant such other and further relief as the Court deems just and proper

JURY DEMAND

The Commission hereby demands a trial by jury on all claims so triable.

Respectfully submitted,

SECURITIES AND EXCHANGE COMMISSION
By its attorneys,

/s/ Rebecca Israel

Rebecca Israel

Enforcement Counsel

Emily Holness

Enforcement Counsel

Martin F. Healey (Mass. Bar No. 227550)

Regional Trial Counsel

Attorneys for Plaintiff

SECURITIES AND EXCHANGE COMMISSION

33 Arch Street, 24th Floor

Boston, MA 02110

(617) 573-4582 (Israel direct)

(617) 573-4590 (fax)

israelr@sec.gov

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