

JUDGE RAMOS

14 CV 4132

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

LUIS CHANG
and
EVERBRIGHT DEVELOPMENT OVERSEAS
LIMITED

Defendants.



No. 14 Civ. _____

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff Securities and Exchange Commission ("Commission") alleges the following against Defendants Luis Chang and Everbright Development Overseas Limited:

SUMMARY OF ALLEGATIONS

1. The Commission brings this action to protect American investors and the integrity of the securities markets from a predatory entity and its agents. These schemers victimized an American mining company, Allied Nevada Gold Corporation ("Allied Nevada" or "ANV"), by furtively buying up its stock, intentionally disseminating false information about it, and then selling its shares into an falsely inflated market.

2. On the evening of January 13, 2013, Luis Chang, claiming to be the agent of a Chinese mining company named China Gold Stone Mining Development Limited ("China Gold"), caused Christopher J. Baclawski, a self-described investment banker, to send a letter on China Gold's behalf to ANV management proposing to make a cash tender offer. At 6 a.m. the

next morning, Chang used Baclawski to issue a press release announcing that China Gold had “commenced a cash tender offer” for ANV. ANV’s stock price and trading volume immediately surged in reaction to the press release.

3. The letter and the press release contained material misrepresentations and omissions. No public information exists to validate the claims Chang made about China Gold, namely that China Gold was a Hong Kong mining company that owned three gold mines in China worth \$15 billion and possessed the capital to make a cash tender offer for ANV in what would have been a \$750 million deal. Further, neither the letter nor the press release revealed that Chang, while driving the purported tender offer, had bought over 5% of ANV stock through an entity he controls, Defendant Everbright Development Overseas Limited. Everbright sold its entire position in ANV into a market that was inflated by Chang’s phony tender offer, for a profit of over \$7 million. Chang is now on the run in China, where Everbright has wired over \$20 million since profiting from its manipulation of ANV securities.

4. By conduct detailed in this Complaint: Everbright violated Section 17(a) of the Securities Act of 1933 (“Securities Act”) and Sections 10(b) and 13(d)(1) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rules 10b-5(a) and (c) and 13d-1 thereunder; and Chang violated Section 17(a) of the Securities Act and Sections 10(b), 13(d)(1) and 14(e) of the Exchange Act and Rules 10b-5, 13d-1 and 14e-8 thereunder. By virtue of his status as Everbright’s control person, Chang is also liable under Section 20(a) of the Exchange Act for Everbright’s Exchange Act violations.

5. The Commission seeks a judgment from the Court: (a) enjoining defendants from engaging in future violations of the federal securities laws; (b) ordering defendants to disgorge, with prejudgment interest, the profits they reaped from the misconduct described herein; and (c)

ordering defendants to pay a civil money penalty pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1].

JURISDICTION AND VENUE

6. Chang and Everbright, directly or indirectly, made use of the means and instruments of interstate commerce, of the mails or of the facilities of a national securities exchange, in connection with the acts, practices and courses of business alleged herein. This Court therefore has jurisdiction over this action pursuant to Securities Act Sections 20(d)(1) and 22(a) [15 U.S.C. §§ 77t(d)(1) and 77v(a)] and Exchange Act Sections 21(d), 21(e), 21A and 27 [15 U.S.C. §§ 78u(d), 78u(e), 78u-1 and 78aa].

7. Venue in this district is proper under Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)] and Section 27 of the Exchange Act [15 U.S.C. § 78aa] because certain of the acts, practices, transactions and courses of business constituting the violations alleged herein occurred within the Southern District of New York. In particular, Chang placed his sell orders of ANV stock over a New York City-based stock exchange.

DEFENDANTS

8. Luis Chang (“Chang”), age 51, is a naturalized citizen of the United States. He is believed to be in China currently, where he has family connections. He is affiliated with various companies, including Everbright, Luichi Inc. (aka Luichi Holdings Company Ltd., Club Luichi, and Luichi Real Estate Inc. LLC), and GSL Holdings. Property records indicate Chang’s residence is in New Jersey.

9. Everbright Development Overseas Limited (“Everbright”) is a company controlled by Chang and incorporated in the British Virgin Islands. Everbright is also known as

Everbright Development LLC in Nevada, of which Luis Chang is the managing officer; Everbright Development LLC in New Jersey; Everbright Development A LLC in Nevada, of which Chang is a managing member; and Everbright. Everbright holds a brokerage account at Charles Schwab and Co., Inc. (“Schwab”), over which Chang has trading authority.

RELATED PARTIES

10. China Gold Stone Mining Development Limited (“China Gold”) is the name of a purported Chinese gold mining company. China Gold was the supposed offeror for the bogus tender offer for Allied Nevada. Neither the existence nor the financial condition of China Gold has been substantiated.

11. Christopher J. Baclawski (“Baclawski”), 49, is an American citizen who describes himself as an investment banker. He is not registered with the Commission in any capacity. Baclawski is the managing partner of his own firm, CB Capital Partners, Inc. (“CB Capital”), in Newport Beach, California. Baclawski is a friend and business associate of Luis Chang.

12. Sai Kwan Chu (“Chu”), 42, is a Chinese citizen and Chang’s ex-wife. Like Chang, Chu has trading authority over Everbright’s Schwab account. Chu continues to be involved in Chang’s business operations. After their 2009 divorce, Chu has shared physical addresses, email addresses, and financial accounts (including the relevant Everbright trading account) with Chang.

13. Mai Wong (“Wong”), 69, is a Chinese citizen and Chu’s mother. Wong helped establish the Everbright trading account used for the ANV trading. In forms filed with the Commission last year, Everbright described Wong as the Chair of Everbright’s board and, with Chang, one of its two officers and directors. After her daughter’s divorce from Chang, Wong continues to remain involved in Chang’s business affairs, including in Everbright.

STATEMENT OF FACTS

The Scheme Begins

14. Beginning at least in November 2013, Luis Chang represented himself to be the agent of China Gold, an alleged Chinese gold mining company. Chang claimed that China Gold sought to acquire Allied Nevada, an American gold mining company.

15. At all times relevant to this Complaint, Chang worked with a self-described investment banker, Baclawski, with whom Chang had previously worked on two failed transactions in which Everbright ostensibly sought to buy American companies.

16. Chang telephoned an attorney at the New York law firm of Patterson Belknap Webb & Tyler LLP (“Patterson Belknap”), about representing him in a purported tender offer for ANV. Chang discussed with the attorney the possibility of the firm representing China Gold, but China Gold did not retain the firm. Chang never received authorization to use the name of Patterson Belknap in conjunction with any press release about a claimed tender offer for ANV.

17. Chang and Baclawski asked the attorney to review a letter to ANV outlining a purported tender offer. The attorney was concerned about the letter’s lack of professionalism and suggested some edits to it.

Chang Directs the Sending of a Letter by China Gold to ANV Proposing to Make a Cash Tender Offer

18. At Chang’s direction, on January 13, 2014, Baclawski sent the letter proposing a purported cash tender offer by China Gold to acquire ANV. The letter depicted China Gold, among other things, as a company that: owned three gold mines in China worth \$15 billion; functioned as a large-scale mining company; and possessed the resources to consummate a cash

tender offer without seeking outside financing. The letter offered a \$3.49 (87%) premium to the current market price and claimed a “high degree of transaction consummation certainty.”

19. Chang, China Gold, and Baclawski never provided any information substantiating China Gold’s claims in its letter, including China Gold’s actual existence, assets (notably, information regarding the claimed gold mines) or financial capacity to buy ANV in a cash tender offer. Baclawski could find no information about China Gold, and no one at ANV – a company in the gold mining industry – had heard of, or could find information about, China Gold. Chang provided Baclawski with two pages purporting to describe China Gold: a one-page document that was supposed to be a Hong Kong business registration form, and a one-page summary document about a Chinese company, which Chang said was China Gold’s parent company.

Chang and Everbright Amass a Large Undisclosed Position in ANV

20. Allied Nevada’s common stock trades on two exchanges, the New York City-based NYSE MKT LLC and the Toronto Stock Exchange.

21. Unbeknownst to ANV and the investing public, beginning in May 2013, Defendant Everbright amassed a large position in the shares of Allied Nevada through its brokerage account at Schwab. Everbright’s Allied Nevada position steadily increased in the late summer of 2013. By the end of August 2013, Everbright had amassed a position of 583,988 shares, with a market value of \$2.7 million. By the end of December 2013, Everbright had accumulated a position of 3,255,122 shares, with a market value of \$11.55 million, representing 87% of the account’s asset value.

22. Everbright continued to build its position in January 2014. By January 10, Everbright owned 5,191,366 shares of ANV. On January 13, after purchasing an additional 1 million shares of ANV (which amounted to nearly 13% of the day’s trading volume),

Everbright's position stood at approximately 6.2 million shares, or 5.95% of Allied Nevada's issued and outstanding stock.

Chang Controlled Everbright

23. At all relevant times, Chang controlled Everbright. Chang, his ex-wife Sai Kwan Chu, and her mother, Mai Wong, are the only officers and directors of Everbright. In addition, in a May 2013 Schedule 13D jointly filed with the Commission by Everbright and Chang concerning a failed tender offer attempt to gain control of Alco Stores, Inc., Chang and Wong described themselves as the company's sole executive officers and directors. The filing named "Luis Chang c/o Everbright Development Overseas, Ltd." as the "Person Authorized to Receive Notices and Communications." When Everbright opened its Schwab trading account, Chang was listed as the account's authorized agent. Chang and Chu are the only two individuals empowered to effect trading in the account, and both signed account opening documents. Chang has authorized wires out of the account.

Chang and Everbright Never Filed a Schedule 13D

24. Everbright's January 13, 2014 purchase of ANV shares brought Everbright's ANV position to approximately 6.2 million ANV shares, or 5.95% of all outstanding shares of common stock. By virtue of his relationship to Everbright, Chang was the beneficial owner of Everbright's ANV position. Despite owning greater than 5% of ANV's outstanding shares, Chang and Everbright did not file a Schedule 13D as required.

Chang Causes a False and Deceptive Press Release to be Issued

25. Chang directed Baclawski to issue a press release after the proposed tender offer letter. Chang and an associate provided the underlying material for the press release. Chang and Baclawski did not inform ANV of their plans to have China Gold disseminate the press release. Nor did they inform Patterson Belknap, even though that firm's name was used in the press release. Chang knew, or was reckless in not knowing, that Patterson Belknap would not have agreed to the issuance of the press release and that it would not have authorized the use of the law firm's name in a press release in such a manner.

26. At 6:00 a.m. on January 14, 2013, China Gold issued a widely distributed press release announcing that it had commenced a cash tender offer to acquire ANV. Chang personally paid the expenses of the China Gold press release distribution. The press release read:

China Gold Stone Mining Development Limited ... announced today that they have commenced a cash tender offer ... for all of the outstanding shares of common stock, and related stock purchase rights, of Allied Nevada Gold Corp. ... Tendering shareholders will be paid \$7.50 in cash. The Tender Offer and Consent Solicitation will expire at midnight ... on January 24, 2014, unless extended or earlier terminated ...

This Tender Offer is subject to a number of conditions that are set forth in the Offer to Purchase, including, without limitation, (i) the consummation of acquirer due diligence, (ii) the receipt of the required consents and (iii) the execution and delivery of a definitive agreements [sic].

We have engaged CB Capital Partners, Inc. to act as our financial advisor and have selected the law firm of Patterson Belknap Webb & Tyler LLP to act as our legal counsel.

27. Investors reacted within minutes of the issuance of the press release, trading over 4.3 million shares in the pre-market, while the share value increased dramatically. ANV sought and obtained a trading halt before the NYSE MKT and Toronto Stock Exchange opened. When trading resumed at 1:15 p.m. that day, the stock price opened at \$4.94, a 15% increase from the

previous day's close of \$4.31. Even with a shortened trading day, volume rocketed to 17.6 million shares.

28. Chang knew, or was reckless in not knowing, that the press release contained false statements and omitted important facts. Contrary to the claim in the press release, China Gold had not "commenced a cash tender offer." China Gold had not filed the requisite Schedule TO on the Commission's EDGAR system in order to commence a tender offer. Further, the claimed tender offer was not kept open for 20 days as required for an actual tender offer.

29. In addition, the statement that China Gold had "selected" the law firm of Patterson Belknap Webb & Tyler LLP to act as legal counsel on the purported tender offer was deceptive. China Gold had not retained Patterson Belknap for the purported tender offer, and the law firm had not authorized the use of its name in a press release which falsely claimed to commence a tender offer.

30. By stating it had commenced a cash tender offer for all of ANV's outstanding shares of common stock, China Gold represented to the investing public that it had the financial ability to pursue the acquisition of ANV. But there is no evidence that China Gold had any assets, if it even existed.

31. The press release failed to disclose that Chang, through his controlled entity Everbright, had an undisclosed substantial position in ANV.

32. ANV issued its own press release describing the China Gold press release as a violation of the federal securities laws and cautioning "the Company seriously questions the credibility of the Proposal." ANV questioned China Gold's financial wherewithal, noting, "There is no public information available to indicate that China Gold Stone has the financial resources to complete the proposed transaction."

China Gold Issues a Second Press Release

33. Patterson Belknap also reacted, stunned that Chang and Baclawski had confiscated Patterson Belknap's name for unauthorized use in a press release issued in connection with a tender offer that failed to comply with the basic requirements of the federal securities laws. Patterson Belknap demanded that Chang and Baclawski immediately retract the press release. At about 12:34 p.m., China Gold issued a second press release purporting to withdraw its earlier press release. The second China Gold press release read as follows:

KILL KILL KILL - China Gold Stone Mining Development Limited
CHINA GOLD STONE MINING RETRACTS PRESS RELEASE ISSUED IN
ERROR THIS MORNING - China Gold Stone Mining Development announced that
the press release issued by it earlier today regarding a bid for Allied Nevada Gold
Corp. was issued in error and without the advice of counsel. The earlier release has
been retracted.

34. This press release, too, was deceptive. The first press release had not been "issued in error." Chang intended to issue the first press release for the purpose of manipulating the market. Although the second China Gold press release purported to withdraw its earlier press release, it did not claim to withdraw the purported cash tender offer that it had announced had been "commenced." The second press release did not cure the deception of the first release. Hence, the market reaction continued for some time, even after January 15, when ANV sent a formal letter rejecting China Gold's purported tender offer.

Chang and Everbright Capitalize on the False Press Releases

35. On January 16, Chang and Everbright began to capitalize on the false press releases, the continuing elevated ANV share price caused by the deceptive actions, and Everbright's undisclosed market position, by beginning to sell ANV shares for significant profits.

36. Nearly all of Everbright's sales of Allied Nevada common stock between January 16 and February 13, 2014 took place at prices higher than the January 14, 2014 closing price of \$4.62. By February 13, 2014, Everbright had sold its entire position in ANV, obtaining illicit trading proceeds of \$7,097,086 .

37. Defendant Chang has fled to China.

CLAIMS FOR RELIEF

COUNT I

Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] (Against Chang and Everbright)

38. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

39. From at least November 2013, Defendants Chang and Everbright have, directly or indirectly, by use of the means or instruments of transportation or communication in interstate commerce or by 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 material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or (c) engaged in transactions, practices or courses of business which operated or would operate as a fraud or deceit upon the purchasers of securities offered or sold by the Defendants.

40. By reason of the foregoing, Defendants Chang and Everbright violated Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

COUNT II

Violations of Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5 [15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5] (Against Chang)

41. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

42. From at least November 2013, Defendant Chang has, directly or indirectly, by use of the means or instruments of interstate commerce or of the mails, or the facility of national securities exchanges, in connection with the purchase or sale of securities, knowingly or recklessly: (a) employed devices, schemes, or artifices to defraud; (b) made untrue statements of material fact or omitted to state material facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading; and/or (c) engaged in acts, practices, or courses of business which operated or would operate as a fraud or deceit upon any person.

43. By reason of the foregoing, Defendant Chang violated Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5 [15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5].

COUNT III

**Violations of Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5
[15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5]
(Against Everbright)**

44. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

45. From at least November 2013, Defendant Chang has, directly or indirectly, by use of the means or instruments of interstate commerce or of the mails, or the facility of national securities exchanges, in connection with the purchase or sale of securities, knowingly or recklessly: (a) employed devices, schemes, or artifices to defraud; and/or (b) engaged in acts, practices, or courses of business which operated or would operate as a fraud or deceit upon any person.

46. By reason of the foregoing, Defendant Everbright violated Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5 [15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5(a) and (c)].

COUNT IV

**Violations of Section 13(d)(1) of the Exchange Act and Exchange Act Rule 13d-1
[15 U.S.C. § 78m(d)(1); 17 C.F.R. § 240.13d-1]
(Against Chang and Everbright)**

47. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

48. Defendants Chang and Everbright, after acquiring directly or indirectly the beneficial ownership of more than 5% of a class of equity securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l], failed to file with the Commission a statement containing the information required by Schedule 13D [17 C.F.R. § 240.13d-101].

49. By reason of the foregoing, Defendants Chang and Everbright violated Section 13(d)(1) of the Exchange Act and Exchange Act Rule 13d-1 [15 U.S.C. § 78m(d)(1); 17 C.F.R. § 240.13d-1]

COUNT V

**Violations of Section 14(e) of the Exchange Act and Exchange Act Rule 14e-8
[15 U.S.C. § 78n(e); 17 C.F.R. § 240.14e-8]
(Against Chang)**

50. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

51. From at least November 2013, Defendant Chang made untrue statements of material fact or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading, or engaged in fraudulent, deceptive, or manipulative acts or practices, in connection with a tender offer or request or invitation for tenders, and a solicitation of security holders in favor of the offer, request or invitation.

52. In or about January 2014, Defendant Chang made a public announcement of China Gold's purported tender offer on China Gold's behalf and (1) at the time of the announcement, did not reasonably believe China Gold had the intention to commence the offer

within a reasonable time and complete the offer; (2) intended, directly or indirectly, for the announcement to manipulate the market price of the stock of the bidder or subject company; and/or (3) did not have the reasonable belief that China Gold had the means to purchase securities to complete the offer.

53. By reason of the foregoing, Defendant Chang violated Section 14(e) of the Exchange Act and Exchange Act Rule 14e-8 [15 U.S.C. § 78n(e); 17 C.F.R. § 240.14e-8].

COUNT VI

**Control Person Liability for Violations of Sections 10(b) and 13(d)(1)
of the Exchange Act and Exchange Act Rules 10b-5 and 13d-1
[15 U.S.C. §§ 78j(b) and 78m(d)(1); 17 C.F.R. §§ 240.10b-5 and 240.13d-1]
(Against Chang)**

54. Paragraphs 1 through [] are hereby re-alleged and incorporated by reference.

55. As alleged above, Defendant Everbright violated Sections 10(b) and 13(d)(1) of the Exchange Act [15 U.S.C. §§ 78j(b) and 78m(d)(1)] and Exchange Act Rules 10b-5 and 13d-1 [17 C.F.R. §§ 240.10b-5 and 240.13d-1].

56. Through his position and by his conduct, Defendant Chang controlled Everbright.

57. Through his position and by his conduct, Defendant Chang possessed the power or ability to control the specific transactions and activities upon which Defendant Everbright's violations of Sections 10(b) and 13(d)(1) of the Exchange Act and Exchange Act Rules 10b-5 and 13d-1 are based, whether or not that power was exercised.

58. By virtue of the foregoing, pursuant to Section 20(a) of the Exchange Act [15 U.S.C. § 78t(a)], Defendant Chang is jointly and severally liable with, and to the same extent as, Defendant Everbright for its violations of Sections 10(b) and 13(d)(1) of the Exchange Act and Exchange Act Rules 10b-5 and 13d-1.

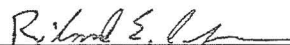
PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court enter a judgment:

- (i) finding that Defendants Chang and Everbright each violated the federal securities laws and Commission rules as alleged in this Complaint;
- (ii) permanently enjoining Defendant Chang from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Sections 10(b), 13(d)(1) and 14(e) of the Exchange Act [15 U.S.C. §§ 78j(b), 78(d)(1) and 78n(e)], and Exchange Act Rules 10b-5, 13d-1 and 14-8 [17 C.F.R. §§ 240.10b-5, 240.13d-1 and 240.14-8];
- (iii) permanently enjoining Defendant Everbright from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Sections 10(b) and 13(d)(1) of the Exchange Act [15 U.S.C. §§ 78j(b) and 78n(e)], and Exchange Act Rules 10b-5(a), 10b-5(c) and 13d-1 [17 C.F.R. §§ 240.10b-5 and 240.13d-1];
- (iv) requiring Defendants Chang and Everbright to disgorge, jointly and severally, all ill-gotten gains, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint;
- (v) requiring Defendants Chang and Everbright each to file with the Court and serve on the Commission a sworn written accounting of all assets over which the defendant has ownership or control; and
- (vi) requiring Defendants Chang and Everbright to pay civil money 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)].

Dated: June 9, 2014
New York, New York

Respectfully submitted,



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