

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

<p>I. (a) PLAINTIFFS</p> <p>SECURITIES AND EXCHANGE COMMISSION</p> <p>(b) County of Residence of First Listed Plaintiff _____ <i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys <i>(Firm Name, Address, and Telephone Number)</i> Amie Riggle Berlin, Esq., Securities and Exchange Commission, 801 Brickell Avenue, Suite 1800, Miami, FL 33131, 305-982-6322</p>	<p>DEFENDANTS</p> <p>RANDALL JAMES</p> <p>County of Residence of First Listed Defendant <u>Davidson</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys <i>(If Known)</i></p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input checked="" type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 4 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> <td style="width: 55%;"></td> <td style="width: 10%; text-align: center;">PTF</td> <td style="width: 10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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[Click here for: Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<p>PERSONAL INJURY</p> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<p>PERSONAL INJURY</p> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <p>PERSONAL PROPERTY</p> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input checked="" type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act
		<p>LABOR</p> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<p>SOCIAL SECURITY</p> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
<p>REAL PROPERTY</p> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<p>CIVIL RIGHTS</p> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty	<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding
 2 Removed from State Court
 3 Remanded from Appellate Court
 4 Reinstated or Reopened
 5 Transferred from Another District *(specify)*
 6 Multidistrict Litigation - Transfer
 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
15USC§§77e(a) and (c); 15USC§77q(a)(1-3); 15USC§78j(b); 17CFRS240.10b-5(a-c)

Brief description of cause:
Securities Fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. **DEMAND \$** _____

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY *(See instructions):*

JUDGE _____ DOCKET NUMBER _____

DATE: October 26, 2017. SIGNATURE OF ATTORNEY OF RECORD: s/Amie Riggle Berlin

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE

CASE NO.:

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

RANDALL JAMES,

Defendant.

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Plaintiff Securities and Exchange Commission alleges:

I. INTRODUCTION

1. From no later than October 2012 until at least July 2014, Randall James defrauded investors he solicited to purchase securities in the form of an investment contract relating to his company, Global Maximus Productions, LLC (“GMP”), which purportedly produced live entertainment for online pay-per-view and television.

2. To lure investors, James knowingly or recklessly materially misrepresented how he would use investor funds. Specifically, James told investors he would use investor funds to produce live-streamed entertainment and concerts. Instead, he misappropriated investor funds for his own personal use, including payments for personal meals and housing, and to pay his ex-wife.

3. From no later than October 2012 to at least July 2014, James raised at least \$109,900 from at least four investors.

4. Through his conduct, James violated Sections 5(a), 5(c), and 17(a) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C. § 77e(a), 77e(c), and 77q(a); and Section

10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5.

II. DEFENDANT AND RELATED ENTITY

A. Defendant

5. James, 48, resides in Nashville, Tennessee. He was the owner and controlling principal of GMP. James is not registered with the Commission in any capacity.

B. Related Entity

6. GMP was a privately-held limited liability company James formed in Nevada with offices in Nashville, Tennessee. On January 31, 2015, the state of Nevada revoked GMP’s operating status. GMP was purportedly in the business of producing live shows and concerts for online pay-per-view and television. GMP never registered any securities offering with the Commission.

III. JURISDICTION AND VENUE

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

8. The Court has personal jurisdiction over James and venue is proper in the Middle District of Tennessee because many of the acts and transactions constituting the violations alleged in this complaint occurred in the Middle District of Tennessee. Additionally, James resides in the Middle District of Tennessee.

9. In connection with the conduct alleged in the complaint, James, directly or indirectly, singly or in concert with others, made use of the means or instrumentalities of interstate commerce or the mails.

IV. THE FRAUDULENT SCHEME

A. The Offering

10. From no later than October 2012 until at least July 2014, James, through GMP, engaged in a securities offering seeking to raise \$1.5 million from the investing public.

11. James offered investors interests in the assets of his company GMP, which was purportedly in the business of producing live shows and concerts for online pay-per-view and television.

12. In exchange for their investments, James promised investors revenues derived from the anticipated royalties from GMP's products, including live streaming video entertainment, concerts, and reality television shows.

13. James, on behalf of GMP, executed written contracts with investors.

14. For example, in October 2012 and July 2014, James provided at least two investors a written agreement to invest in his Company (the "Agreements," attached as Exhibit A).

15. After executing the Agreements, investors completed the process by sending them to James at his Nashville, Tennessee address.

16. Pursuant to the Agreements, James conveyed interests in GMP's assets to the investors and promised investors a portion of the gross revenues derived from GMP's projects.

17. In the Agreements, James referred to the investors as "executive producers." However, the investors had no role in GMP's business.

18. Other investors invested in GMP based solely on James' oral representations.

19. James promised the investors significant profits and a return of their principal within a short period of time based on his efforts in producing concerts and other entertainment events.

20. James raised at least \$109,900 from at least four investors in GMP.

21. The GMP offering was not registered with the Commission, and no exemption from registration applies.

B. James' Misrepresentations and Omissions to Investors

22. James lured investors through a series of misrepresentations and omissions, including false representations about how James would spend investor funds and false claims of large investment returns and the return of investors' principal.

1. False Representations About The Use of Investor Funds

23. To lure investors, James told potential investors that GMP would use investor money to fund concerts, programs, and other productions that would generate profits for GMP through live-streaming and pay-per-view systems.

24. For example, in 2013, James solicited a male resident of Portland, Oregon (the "Oregon Investor") at least three times by telephone. During these calls, James told the Oregon Investor that GMP would use investor money to reserve musicians and fund the production of an October 2013 rock concert in New Orleans, Louisiana featuring five rock bands, including Nine Inch Nails.

25. James told the Oregon Investor that GMP would stream the concert world-wide, generating profits for investors.

26. On October 11, 2013, the Oregon Investor invested \$23,000 in GMP via wire transfer.

27. Similarly, in 2013, James told a potential investor who resided in Arizona (the “Arizona Investor”) that he was seeking to raise \$1.5 million from investors to fund the production of multiple rock concerts, including the October 2013 rock concert in New Orleans.

28. James told the Arizona investor he would use investor funds to pay for musicians, including Shakira, Kenny Chesney, and Rhianna. In exchange for the investment, James offered interests in GMP which would enable investors to share in concert revenues.

29. In December 2013, the Arizona Investor invested a total of \$8,000 via two wire transfers.

30. James’ representations to investors were false. Instead of using investor proceeds to produce concerts and pay musicians, James spent a portion of investors’ funds for his personal living expenses, including payments to his ex-wife, housing and car payments, and numerous personal meal purchases – all wholly unrelated to GMP’s business.

2. False Claims of Large Investment Returns and The Return of Investment Principal

31. James told potential investors that GMP would provide significant investment returns and that investors would receive their investment principal back within a period of months.

32. For example, during the first half of July 2014, James met with a Miami-Dade County, Florida firefighter (the “Firefighter”) in Hallandale Beach, Florida.

33. During this meeting, James told the Firefighter that investing in GMP would result in “double” or even “triple” investment returns in a matter of months.

34. On July 14, 2014, the Firefighter invested all the money he had available at that time, totaling \$53,900, in GMP.

35. Similarly, in 2012, James told a male resident of the state of Tennessee (the “Tennessee Resident”) that GMP was “the investment of a lifetime” and would produce outstanding returns on an investment.

36. James told the Tennessee Resident that he already had contracts with many big hotel chains to stream entertainment and concerts from GMP, and the anticipated profits for investors would be beyond his “wildest dreams.”

37. James told the Tennessee Resident that he would receive his investment principal back from GMP by the end of 2013.

38. Based on James’ representations the Tennessee Resident invested \$25,000 in GMP by transferring \$20,000 through a wire transfer on October 30, 2012 and investing an additional \$5,000 in cash.

39. James’ representations to investors about investment returns were false. When James made these representations to investors, he knew there was no reasonable basis for making them. James did not invest the investors’ money in the GMP business; instead, he used investors’ money to pay for his own personal expenses.

40. James did not return the GMP investors’ principal. Nor did James pay any GMP investor any return on the GMP investments.

COUNT I

Sale of Unregistered Securities in Violation of Sections 5(a) and (c) of the Securities Act

41. The Commission repeats and realleges paragraphs 1 through 40 of this Complaint as if fully set forth herein.

42. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities and transactions issued by GMP described in this

Complaint and no exemption from registration existed with respect to these securities and transactions.

43. From no later than October 2012 until at least July 2014, James directly or indirectly:

- (a) made use of means or instruments of transportation or communication in interstate commerce or of the mails to sell securities as described herein, through the use or medium of a prospectus or otherwise;
- (b) carried securities or caused such securities, as described herein, to be carried through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or
- (c) made use of means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use or medium of a prospectus or otherwise, as described herein, without a registration statement having been filed or being in effect with the Commission as to such securities.

44. By reason of the foregoing, James violated, and, unless enjoined, is reasonably likely to continue to violate, Sections 5(a) and 5(c) of the Securities Act, 15 U.S.C. §§ 77e(a) and 77e(c).

COUNT II

Fraud in the Offer or Sale of Securities in Violation of Section 17(a)(1) of the Securities Act

45. The Commission repeats and realleges Paragraphs 1 through 40 of this Complaint as if fully set forth herein.

46. From no later than October 2012 until at least July 2014, James, directly or indirectly, by use of the means or instrumentalities of transportation or communication in interstate commerce and by use of the mails, in the offer or sale of securities, knowingly or recklessly employed devices, schemes or artifices to defraud.

47. By reason of the foregoing, James directly or indirectly violated, and unless enjoined, is reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act, 15 U.S.C. § 77q(a)(1).

COUNT III

Fraud in the Offer or Sale of Securities in Violation of Section 17(a)(2) of the Securities Act

48. The Commission repeats and realleges paragraphs 1 through 40 of this Complaint.

49. From no later than October 2012 until at least July 2014, James, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or of the mails have negligently obtained money or property by means of untrue statements of material facts and 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.

50. By reason of the foregoing, James, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to violate, Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

COUNT IV

Fraud in the Offer or Sale of Securities in Violation of Section 17(a)(3) of the Securities Act

51. The Commission repeats and realleges paragraphs 1 through 40 of this Complaint.

52. From no later than October 2012 until at least July 2014, James, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or of the mails negligently engaged in transactions,

practices, or courses of business which operated or would have operated as a fraud or deceit upon the purchasers.

53. By reason of the foregoing, James, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to violate, Section 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(3)].

COUNT V

Fraud in Violation of Section 10(b) and Rule 10b-5(a) of the Exchange Act

54. The Commission repeats and realleges paragraphs 1 through 40 of its Complaint.

55. From no later than October 2012 until at least July 2014, James, directly or indirectly, by use of the means and instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly have employed devices, schemes or artifices to defraud in connection with the purchase or sale of securities.

56. By reason of the foregoing, James, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(a) [17 C.F.R. § 240.10b-5(a)].

COUNT VI

Fraud in Violation of Section 10(b) and Rule 10b-5(b) of the Exchange Act

57. The Commission realleges and incorporates paragraphs 1 through 40 of this Complaint.

58. From no later than October 2012 until at least July 2014, James, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly made untrue statements of material facts or omitted to state material facts in order to make the statements made, in the light of the circumstances in which they were made, not misleading.

59. By reason of the foregoing, James, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)].

COUNT VII

Fraud in Violation of Section 10(b) and Rule 10b-5(c) of the Exchange Act

60. The Commission repeats and realleges paragraphs 1 through 40 of this Complaint.

61. From no later than October 2012 until at least July 2014, James, directly or indirectly, by use of the means or instrumentalities of interstate commerce, or of the mails, in connection with the purchase or sale of securities, knowingly or recklessly engaged in acts, practices, and courses of business which have operated, are now operating, and will operate as a fraud upon the purchasers of such securities.

62. By reason of the foregoing, James, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5(c) [17 C.F.R. § 240.10b-5(c)].

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court:

I.

Permanent Injunctive Relief

Issue a Permanent Injunction restraining and enjoining James from directly or indirectly violating Sections 5(a), 5(c), and 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

II.

Disgorgement

Issue an Order directing James to disgorge all ill-gotten gains, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint.

III.

Penalties

Issue an Order directing James to pay civil money penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d).

IV.

Further Relief

Grant such other and further relief as may be necessary and appropriate.

V.

Retention of Jurisdiction

Further, the Commission respectfully requests that the Court retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that may hereby be entered, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

Dated: October 26, 2017

Respectfully submitted,

By: s/ Amie Riggle Berlin
Amie Riggle Berlin
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Miami, FL 33131



Executive Principal Assignment Entitlement By Debenture

REDACTED The members of [REDACTED], whole owners of Global Maximus Productions, LLC have approved the extension of founding equities and the extension of Executive Producer credit into Global Maximus Productions, LLC assets in 'iRock2Live' PSA Music Series, Special Event Pay-Per-View subscription services, 'Maximus Overdrive', SmartMed Plus Networks and all other assets in media accessed via paid contracts specifically to Global Maximus Productions, LLC as an official producer of record for these project networks.

Assignee is serving as an Executive Producer hereafter is to have full rightful entitlement from all forms of gross revenues derived from these projects in first position and prior to all other principals remaining; entitlement is for the entire life of each project once vested to common interests; including all rights and privileges to the publishing earned by such material productions.

The Executive Producer credits are hereby granted strictly to an individual who may be fully qualified to make investment and sponsored by an existing member of [REDACTED] **REDACTED** or affiliated Executive Producer(s) already in founding position as a principal.

Therefore, with the verification of financial contributions in the form of a debenture bearing an interest rate in return of nine, three quarter percent (9.75%) per calendar year from date of execution. This financial contribution is to be in the form of a credited bank wire transfer in U.S. funds to Global Maximus Productions, LLC constituting the qualified partner to be now attached to ownership in full right to the earnings of these projects administered currently by Global Maximus Productions and the projects described herein;

Executive Producer thereafter is to be entitled to having entitlement into the projects in the form of a convertible debenture issuing fractional unit of a whole units to define total ownership, which is to be solely elected of such entitlement by the Executive Producer's own choice in understanding all facets of the networks business matters moving forward and responsible in part for the creation of new operating agreements, shareholder agreements and articles of incorporation while providing two members to the board of directors representative of such principal placement..

REDACTED I/we, [REDACTED] a founding member of [REDACTED] a qualified individual or entity, hereby agree to the provisioning of a capital contribution of \$ 53,900.00 ~~100~~ to meet market demands for the above written projects and hereby pledges with a maximum option of not more than \$100,000.00USD not



exceeding one half percent (.05%) based upon the initial election of the Executive Producer hereto assigned;

Approval once accepted by the board of directors of Global Maximus Productions, LLC will thereafter be considered fixed for a period of time not more than six months and the minimal contribution must be in total prior to the exercising of the additional option for greater ownership beyond the initial twelve and six eighths percent (12.680%) and there now represented herein.

Global Maximus Productions, in exchange for the valuable considerations through the debenture, provides a first position guarantee in the principal and interests in total from all incomes derived through the activities and of these entities without restrictions until such time as all at risk dollars have been vested plus interests;

The commitment verified by wire/deposit receipt reflects fractional unit ownership into the networks project at the consummated rate illustrated, the networks' projects in music, comedy, games, movies and television networks which host revenues without limits are now entitled to Executive Producer until debts cured in full;

This article is to serve as proof of the Executive Producers' financial support and the ownership thereafter of irrevocable entitlement to these profits stimulated from the projects attaching full payment from the escrow manager whom may be responsible for the distribution of profits after all cost are repaid to support providers of promotions, production and distribution;

The authorized entity's signee is hereby credited as a matter of record hereafter as a registered Executive Producer-Principal of entity providing interests bearing debenture to Global Maximus Productions, LLC paying nine percent (9%) interests annually until fully satisfied with no early repayment penalty to either partner, qualifying Executive Producer to the lifetime ownership into all creations, projects and financial incomes hereafter created by and as the promoting cause of the network;

Executive Producer is agreeing to have an accredited national bank of board choosing to serve as "Pay Master" to the projects and distribute all funds incoming to the credited producers prior to any funds being transferred to the general accounts of Global Maximus Productions, LLC;

At the time the full principal plus interest is regained from the incomes derived by these projects with the Executive Producer joining other credited Executive Producer(s), and the Executive Producer shall remain fully vested at the level of the original unit count elected and originally recorded herein and verified by Executive Producers' signatures hereafter shown;

I/We, [REDACTED] hereby agree to the terms and conditions of the financial contribution model approved by all credited members of [REDACTED] in the projects and therefore demand ownership by record upon the execution of this article, which is to be partnered by proof of completion of the financial contribution described herein; in the name of myself, any other lawful and/or qualified assignee described by my signature below.

REDACTED

REDACTED

W/TCE

Global Maximus Productions, LLC Executive Producer Agreement 2014

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REDACTED

Member: [REDACTED]

Printed Name of Responsible Party

REDACTED

Member: [REDACTED]

REDACTED

Name on Account to Receive Dividends: [REDACTED]

REDACTED

Tax ID: [REDACTED] 2101

REDACTED

ABA Routing Number: [REDACTED] 1025

Account Number: [REDACTED] 2773

Name of Bank: Chase Bank

Bank Address: _____

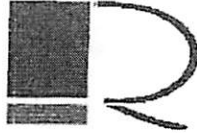
Bank Officer: _____

Date: 7/14/2014

I hereby authorize the above named Executive Producer to be paid by automatic draft into the account listed above and receipt of the producer's financial contribution shall constitute the members entire pledge with full credit into projects hereafter approved by the board of directors without restriction(s).

Approving Manager(s): [Signature] Randall James, Chairman, Chief Managing Officer

[Signature]



**Executive Producer Assignment
Corporate Resolution**

REDACTED

The members of [REDACTED] whole owners in the corporations of Global Maximus Records, LLC, Global Maximus Productions, LLC have approved the extension of Executive Producer credits towards and into Global Maximus Records, LLC Assets in "BadHorse" and Global Maximus Productions, LLC assets in "America Who Wrote That?" Keys2Cash Rewards, Suite Home Rewards, My Dream Concert Series and all future contracts with Keys2Cash attachment with entitlement from gross revenues of all financial income derived from these projects for the entire life of each project including all rights and privileges to the publishing earned by all Global Maximus Recording Artists with such rights fully assignable to legacy gifting (Wills, Trust).

REDACTED

These credits are hereby granted strictly to internal founding members of [REDACTED] and/or to an individual qualifying or into an entity of choice. With the verification of a wire constituting financial contributions the Executive Producer is entitled to having equity into the projects in the form of acquiring one sixteenth (1/32) fractional units of a whole point or .03125% of the total ownership of the described projects herein.

REDACTED

The members of [REDACTED] by majority vote hereby grant the founding members and/or qualified individual or entity as an Executive Producer, first right of refusal to acquire ownership of up to five percent (5%) into the for profit initiatives.

REDACTED

I, [REDACTED] a founding member of [REDACTED] and/or qualified individual or entity, hereby agree to the provisioning of a capital contribution to meet market demand for the above written projects and hereby pledge \$25,00.00USD in exchange for ownership of one thirty-second of one percent (.03125%) into the projects which are beyond the common ownership under [REDACTED] if any and not to exceed five percent (5%) in the form of .5 number of fractional units with a total contribution of: \$ 25,000.00 USD.

REDACTED

This is article is to serve as proof of ownership into the projects of the following; "America Who Wrote That?", Suite Home Rewards, Keys2Cash Rewards, My Dream

REDACTED

[REDACTED] & Global Maximus Records, LLC

Concert Series and Maximus Overdrive products and are to be held in confidence into the books of the corporation and in ones person as a matter of record. The producers attached to the program are to hold first position to all profits and shall be paid one-hundred-percent (100%) of the original contribution from the gross proceeds from the

projects until such time as all funds have been returned to the participating partners credited as a matter of recording hereafter as a registered Executive Producer.

REDACTED Executive Producers agreeing also hereby agree to have a bank of [REDACTED] choosing, to serve as "Pay Master" to the projects and distribute all funds to the credited producers prior to any funds being transferred to the general Global Maximus Records, LLC, Global Maximus Productions, LLC or [REDACTED] accounts. At the time full vestment is made, the Executive Producers shall remain fully vested at the level of unit or fractional unit participation originally recorded herein indicated and verified by signature for the entire life of the products.

REDACTED I, [REDACTED], hereby agree to the terms and conditions of the financial contribution model approved by all members of [REDACTED] in the project and therefore demand ownership by record upon the execution of the this article and completion of the financial contribution described herein in the name of myself or assignee described by my signature below.

REDACTED Member: [REDACTED]
Printed Name of Executive Producer

REDACTED Member: [REDACTED]
Signature of Executive Producer

REDACTED Name on Account to Receive Credit: [REDACTED]

ABA Routing Number: [REDACTED] 0017

REDACTED Account Number: [REDACTED] 5959

Name of Bank: REGIONS

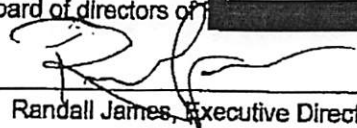
Bank Address: _____

REDACTED [REDACTED] & Global Maximus Records, LLC

Bank Officer: _____

Date: 10/30, 2012

I hereby authorize the above named Executive Producer to be paid by automatic draft into the account listed above and receipt of the producer's financial contribution shall constitute members entire pledge with full ownership and credit into projects hereafter approved by the board of directors of [REDACTED]

Approving Manager: 
Randall James, Executive Director-CMO

REDACTED