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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **WESTERN DIVISION**

12 SECURITIES AND EXCHANGE
13 COMMISSION,

14 Plaintiff,

15 vs.

16 MARCUS A. LUNA, NORRELL L.
17 WALKER, PAUL L. GOMEZ, and
DUSTIN S. SMITH,

18 Defendants.
19

Case No.: 2:16-cv-07333

COMPLAINT

20
21 Plaintiff Securities and Exchange Commission (“SEC”) alleges:

22 **JURISDICTION AND VENUE**
23

24 1. The Court has jurisdiction over this action pursuant to Sections 20(b),
25 20(d)(1) and 22(a) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C. §§
26 77t(b), 77t(d)(1) & 77v(a), and Sections 21(d)(1), 21(d)(3)(A), 21(e) and 27(a) of the
27 Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78u(d)(1),
28 78u(d)(3)(A), 78u(e) & 78aa(a).

1 the number of shares to buy and the price at which to enter their order.

2 7. While Walker operated the sales room, unbeknownst to investors, Luna
3 effectively acted as the counterparty to the investors' purchases, selling Umax and
4 Azure stock he controlled through a number of offshore brokerages and financial
5 institutions, reaping about \$13.6 million in proceeds. Luna split the proceeds with
6 Walker, transferring \$7 million to Walker, who used the money to operate NLW,
7 including paying undisclosed commissions to his sales staff.

8 8. By engaging in this conduct, the defendants have violated, and unless
9 enjoined, will continue to violate, the antifraud provisions and registration
10 requirements of the federal securities laws. Therefore, the SEC seeks permanent
11 injunctions, disgorgement with prejudgment interest and civil penalties.

12 THE DEFENDANTS

13 9. **Marcus A. Luna**, age 47, is formerly a resident of Henderson, Nevada.
14 Luna controlled Windsong International, Ltd. ("Windsong"), an entity through which
15 Luna owned shares of Umax and Azure. He is not registered with the SEC in any
16 capacity. He is a licensed attorney in California, who was suspended on July 1, 2016
17 for failure to pay bar fees, but is eligible to be reinstated.

18 10. In *SEC v. Luna et al.*, No. 10-CV-02166 (D. Nev.) (filed Dec. 14, 2010),
19 Luna was permanently enjoined from participating in a penny stock offering or
20 providing legal services in connection with a Regulation D offering, and was ordered
21 to pay \$7 million in monetary relief. Luna has yet to pay any of that judgment.

22 11. Luna was also barred by the SEC from practicing or appearing before
23 the SEC in *In the Matter of Marcus A. Luna, Esq.*, Admin. Proc. File No. 3-15886
24 (May 23, 2014).

25 12. **Norrell L. Walker**, age 57, is a resident of Signal Hill, California.
26 Walker is the president and owner of NLW. He is not registered with the SEC in any
27 capacity.

28 13. In 1998, in *U.S. v. Oakley et al.*, Case No. 1:98-cr-00503-JES-2

1 (S.D.N.Y. 1998), Walker pled guilty to conspiracy to commit mail fraud. He served
2 33 months in prison.

3 14. **Paul L. Gomez**, age 39, is a resident of Los Angeles, California. Gomez
4 was the sales manager for NLW's Beverly Hills sales office. He is not registered
5 with the SEC in any capacity.

6 15. **Dustin S. Smith**, age 35, is a resident of Ladera Ranch, California.
7 Smith was the sales manager for NLW's Costa Mesa sales office. He is not
8 registered with the SEC in any capacity.

9 **THE ALLEGATIONS**

10 **A. Walker's and Luna's Scheme**

11 16. In early 2012, Walker and Luna set about implementing their penny
12 stock manipulation scheme. Luna orchestrated the flow of stock, and Walker
13 spearheaded the sales effort.

14 17. As part of their scheme, Walker and Luna relied on the services of
15 Legacy Global Markets S.A. ("Legacy Global"), a Belizean brokerage, and
16 Caledonian Bank Ltd. ("Caledonian Bank") and Caledonian Securities, Ltd.
17 ("Caledonian Securities"), a bank and a brokerage firm, respectively, located in the
18 Cayman Islands.

19 **1. Umax Group Corp.**

20 18. The pair took over Umax, a publicly-traded Nevada corporation located
21 in Los Angeles and originally formed to distribute arcade games. Walker changed
22 the purpose of Umax to focus, purportedly, on the sale of natural health supplements.

23 19. Umax's office space was located in the same space as one of Walker's
24 boiler rooms.

25 20. Walker and Luna were equal partners in Umax.

26 21. Walker paid for Umax's office space, and installed a bookkeeper for his
27 companies as the head of the company.

28 22. Luna helped the bookkeeper file the paperwork required to install her as

1 the sole officer and director of Umax, and advised her as to the corporate structure of
2 the company.

3 23. Walker put his brother in charge of Umax's marketing, and eventually
4 put another Walker associate in place as the CEO of the company.

5 24. Luna ultimately owned, through his company, Windsong, 11 million
6 shares of Umax stock. The shares were held in a Windsong account at Legacy
7 Global.

8 25. Luna gained control of these shares through a series of stock transfers
9 among various foreign strawmen and entities.

10 26. NLW also owned 1.1 million shares of Umax.

11 **2. Azure Holding Group Corp.**

12 27. Walker and Luna carried out their scheme with Azure in much the same
13 way they had Umax.

14 28. Luna purchased Azure, a publicly-traded Nevada corporation located in
15 Santa Monica, and purportedly made its purpose selling watermarking technology.

16 29. An associate of Walker was the CEO of Azure.

17 30. Luna ultimately owned, through his company, Windsong, 5.25 million
18 shares of Azure stock. The shares were held in a Windsong account at Legacy
19 Global.

20 31. Luna gained control of these shares through a series of stock transfers
21 among various foreign strawmen and entities.

22 **B. The Touting (the "Pump") of Umax and Azure Stock**

23 32. By October 2012, Walker had set up a boiler room in Los Angeles that
24 operated under the NLW name.

25 33. He opened NLW offices in Beverly Hills and Costa Mesa, California
26 and in Miami, Florida.

27 34. From January 2013 to February 2014, approximately 40 salespersons
28 worked for NLW. The salespeople were hired, trained and supervised by Walker and

1 his top two lieutenants: defendants Gomez (who ran the Beverly Hills office) and
2 Smith (who ran the Costa Mesa office).

3 35. Under the direction of Walker, Gomez and Smith, the NLW sales staff
4 cold-called investors and solicited them to purchase shares of Umax or Azure through
5 the investors' own brokerage accounts.

6 36. Undisclosed to investors, NLW paid its sales staff commissions ranging
7 between 10% and 20% of the amount the investors invested in the stock. In total,
8 NLW paid its salespersons almost \$2.8 million in undisclosed commissions, with an
9 additional undisclosed \$1.6 million paid to persons suspected to be NLW
10 salespersons.

11 37. A substantial portion of the commissions for selling Umax and Azure
12 stock were paid to Gomez, who through his company GWT, LLC, received over \$1.1
13 million, some of which was used to pay NLW salespersons.

14 38. Smith was paid over \$237,000 in commissions for selling Umax and
15 Azure stock.

16 39. Both Gomez and Smith gave NLW salespersons a pitch sheet to use
17 when cold-calling investors. The pitch described NLW as a firm hired to promote the
18 stock of a publicly-traded company. According to the pitch, the first phase of the
19 solicitation consisted of calling investors to promote the stocks; the second phase
20 involved promoting the stocks through email.

21 40. The main selling point in the cold-calls made by NLW salespersons was
22 that NLW would be able to drive the price of the stock of Umax and Azure up to as
23 much as \$11 per share, and when it did so, the investor could cash out and make a
24 substantial profit.

25 41. Gomez and Smith assured both investors and its salespeople about the
26 legality of its operations, and that such stock promotion campaigns were routine.

27 42. According to investors, once an investor indicated a willingness to
28 purchase stock, NLW salespeople followed a routine pattern. First, they instructed

1 the investor to contact them before purchasing any shares, so that NLW could watch
2 for the sale to come on the market. NLW was able to do this through its use of a
3 Bloomberg trading screen, which allowed them to see when the orders were placed.

4 43. Walker would then contact Luna, and let him know that a block of
5 shares was coming in, and then Luna, or Walker if Luna was unavailable, would
6 contact Caledonian Securities to fill the order with Luna's shares.

7 44. Thus, the investors solicited by the NLW sales staff purchased shares of
8 Umax or Azure stock owned by Luna.

9 45. Sometimes, while investors placed an order in their own brokerage
10 account, an NLW salesperson would be on the phone with them, instructing the
11 investors as to the number of shares to buy and the price at which to enter their order.
12 The NLW salesperson obtained this information from Walker, Smith, or Gomez.

13 46. NLW salespeople instructed investors to buy a specific number of shares
14 at a specific price, sometimes at prices between five and fifteen cents above the then-
15 market price in order to push the stock price higher.

16 47. NLW repeatedly contacted investors in an attempt to get them to
17 purchase more shares in the companies they were promoting, and explicitly instructed
18 investors not to sell their shares without first contacting NLW.

19 48. NLW also offered investors sales incentives to get them to invest. For
20 example, with respect to Umax, NLW salespeople told investors that for every 25,000
21 shares that they purchased, the investor would receive 12,500 restricted shares for
22 free, which would be convertible into free trading shares within six months. Another
23 investor was awarded restricted shares when he complained about a drop in the price
24 of Umax stock.

25 **C. The Misrepresentations and Omissions to Investors**

26 49. In the course of touting the Umax and Azure stock, Walker and Gomez,
27 and the salespeople they trained, made numerous misrepresentations to investors,
28 including the following.

1 50. NLW salespersons told investors that NLW did not pay commissions to
2 its salespeople.

3 51. This was false because NLW paid commissions of 10% to 20% to its
4 salesforce.

5 52. The NLW sales staff, including Walker, told several investors that Umax
6 was going to be a leading nutraceutical company and at least one was told that Umax
7 was very successful.

8 53. This was false, as the company had scant revenue or no real legitimate
9 business prospects.

10 54. NLW salespersons, including Walker and Gomez, also told investors
11 that there would be an email or marketing “campaign” to help promote the stocks.

12 55. This was not true because no such campaign ever occurred.

13 56. Walker himself told numerous lies about how and when NLW would
14 make money from the rise in Umax and Azure stock. He told one investor that he
15 would not make any money until Umax’s stock price reached \$11 per share. He told
16 another investor that, while he had received some Umax shares, he was not allowed
17 to sell them until the stock price had reached \$4 per share. Still other investors were
18 told by NLW salespersons that NLW would not make any money until the stock price
19 reached \$3 per share.

20 57. Each of these representations was false. Through the defendants’
21 scheme, Walker was making money on each sale of Umax and Azure stock, and
22 NLW salespersons were making money for every sale through commissions.

23 58. Each of these misrepresentations identified above and made by Walker,
24 Gomez and the sales staff they oversaw were important to the decision of actual
25 investors to purchase Umax and Azure stock.

26 59. Walker and Gomez also each knew, or were reckless in not knowing,
27 that the misrepresentations set forth above were false.

1 **D. The Defendants' Sale of Umax and Azure Shares (the "Dump")**

2 60. NLW's efforts to inflate the price of Umax and Azure stock artificially
3 proved successful, substantially increasing the stock price for both companies.

4 61. Umax's stock price increased from \$1.50 on its first day of trading on
5 February 20, 2013 to a high of \$2.98 per share on September 2, 2013.

6 62. Similarly, Azure increased from a price of \$1.15 on November 27, 2013,
7 to a high of \$1.95 per share on January 31, 2014.

8 63. While NLW's salesforce, under Walker's control, encouraged investors
9 to purchase shares of Umax and Azure, Luna sold millions of shares of these same
10 stocks through the accounts his company, Windsong, held at Legacy Global.

11 64. Luna sold his shares through several layers of foreign and domestic
12 brokerage accounts in an attempt to mask his ownership of the stock.

13 65. Luna split the proceeds of these stock sales with NLW.

14 66. Between April 2013 and February 2014, Luna sold, through Windsong,
15 approximately 7.3 million Umax shares for proceeds of approximately \$10.8 million.

16 67. NLW also sold some of its Umax shares. In July 2013, NLW sold
17 28,075 shares through its account at Aegis Securities Corp. for proceeds of
18 \$60,504.83.

19 68. Between December 2013 and February 2014, Luna sold 2.06 million
20 shares of Azure stock for proceeds of \$2.8 million.

21 69. In early 2014, NLW also received proceeds from the sale of Azure sales
22 from a Texas corporation amounting to about \$69,000.

23 70. Eventually, NLW stopped touting, or pumping, the Umax and Azure
24 stock. Both stock prices quickly plummeted when NLW ceased its touting activities.

25 71. As of September 22, 2016, the Umax stock share price was quoted at
26 \$0.0001 per share, and the Azure stock share price was quoted at \$0.012 per share.

27 72. In total, the Umax and Azure stock sales netted Luna (through his
28 company, Windsong) about \$13.6 million. Luna directed the transfer of these sales

1 proceeds from Legacy Global to various individuals and entities.

2 73. Of the \$13.6 million of proceeds, about \$7 million were transferred to
3 Walker.

4 74. Walker used at least \$4.4 million of those proceeds to pay commissions
5 to NLW salespeople.

6 75. Walker also appears to have kept a sizable amount of the proceeds for
7 himself. Walker, the signatory on all of NLW's bank accounts, withdrew close to
8 \$800,000 in cash, including \$19,800 in ATM transactions, and used a debit card
9 linked to NLW's bank account to purchase at least \$73,940 of luxury items.

10 76. Luna also transferred \$3.4 million of the sale proceeds to a bank
11 account in Colombia in the name of an individual believed to be Luna's girlfriend.

12 77. He transferred another \$462,000 to another entity he controlled,
13 \$521,000 to another Windsong account, \$66,350 to himself, and several other
14 hundred thousand dollars to various individuals and entities.

15 78. One of the entities that Luna controlled funneled a portion of the stock
16 sale proceeds back into Umax, helping him to fund Umax's skeletal operations.

17 **E. Lack of Registration by Defendants**

18 **1. No registration as brokers or dealers (Walker, Gomez, and Smith)**

19 79. In effecting the purchase of Umax and Azure stock by the investors,
20 each of Walker, Gomez, and Smith acted as brokers.

21 80. Neither Walker, Gomez, nor Smith was an employee of either Umax or
22 Azure.

23 81. Walker, Gomez, and Smith each actively and continuously solicited the
24 purchase of Umax or Azure stock, and each received commissions or transaction-
25 based remunerations.

26 82. In their conversations with investors, Walker, Gomez, and Smith made
27 valuation projections for the stock, promising investors that they would be able to
28 cash in when the stock price hit certain price thresholds.

1 83. Also, the NLW boiler room operation existed for the sole purpose of
2 cold-calling and soliciting new investors to maintain the artificial stock price levels
3 Walker, Gomez, and Smith were able to establish through their fraudulent conduct.

4 84. NLW is not registered, and has never been registered, with the SEC as a
5 broker or dealer.

6 85. Walker is not registered, and has never been registered, with the SEC as
7 a broker or dealer.

8 86. Gomez is not registered, and has never been registered, with the SEC as
9 a broker or dealer.

10 87. Smith is not registered, and has never been registered, with the SEC as a
11 broker or dealer.

12 **2. No registration of the offer or sale of Umax and Azure stock**

13 88. Through his company, Windsong, Luna offered and/or sold shares of
14 Umax and Azure stock to the public.

15 89. Through his firm, NLW, Walker offered and/or sold shares of Umax and
16 Azure stock to the public.

17 90. As the lead salespeople for NLW, each of Gomez and Smith were
18 necessary and substantial participants in the offer and sale of shares of Umax and
19 Azure stock to the public.

20 91. The offer and sale of Umax stock by defendants are not registered, and
21 have never been registered, with the SEC.

22 92. The offer and sale of Azure stock by the defendants are not registered,
23 and have never been registered, with the SEC.

24 **FIRST CLAIM FOR RELIEF**

25 **Violation of Section 17(a) of the Securities Act**

26 **(against Defendants Walker and Gomez)**

27 93. The SEC realleges and incorporates by reference paragraphs 1 through
28 92 above.

1 94. Defendants Walker and Gomez, by engaging in the conduct described
2 above, in the offer or sale of securities by the use of means or instruments of
3 transportation or communication in interstate commerce or by use of the mails,
4 directly or indirectly:

5 (a) with scienter, employed devices, schemes, or artifices to defraud;

6 (b) obtained money or property by means of untrue statements of a
7 material fact or by omitting to state a material fact necessary in order to make the
8 statements made, in light of the circumstances under which they were made, not
9 misleading; or

10 (c) engaged in transactions, practices, or courses of business which
11 operated or would operate as a fraud or deceit upon the purchaser.

12 95. By engaging in the conduct described above, Defendants Walker and
13 Gomez violated, and unless restrained and enjoined will continue to violate, Sections
14 17(a)(1), 17(a)(2) and 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)].

15 **SECOND CLAIM FOR RELIEF**

16 **Violation of Section 17(a)(1) and 17(a)(3) of the Securities Act**
17 **(against Defendant Luna)**

18 96. The SEC realleges and incorporates by reference paragraphs 1 through
19 92 above.

20 97. Defendant Luna, by engaging in the conduct described above, in the
21 offer or sale of securities by the use of means or instruments of transportation or
22 communication in interstate commerce or by use of the mails, directly or indirectly:

23 (a) with scienter, employed devices, schemes, or artifices to defraud;

24 or

25 (b) engaged in transactions, practices, or courses of business which
26 operated or would operate as a fraud or deceit upon the purchaser.

27 98. By engaging in the conduct described above, Defendant Luna violated,
28 and unless restrained and enjoined will continue to violate, Sections 17(a)(1) and

1 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(1), (3)].

2 **THIRD CLAIM FOR RELIEF**

3 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5**

4 **(against Defendants Walker and Gomez)**

5 99. The SEC realleges and incorporates by reference paragraphs 1 through
6 92 above.

7 100. Defendants Walker and Gomez, by engaging in the conduct described
8 above, directly or indirectly, in connection with the purchase or sale of a security, by
9 the use of means or instrumentalities of interstate commerce, of the mails, or of the
10 facilities of a national securities exchange, with scienter:

11 (a) employed devices, schemes, or artifices to defraud;

12 (b) made untrue statements of a material fact or omitted to state a
13 material fact necessary in order to make the statements made, in the light of the
14 circumstances under which they were made, not misleading; or

15 (c) engaged in acts, practices, or courses of business which operated
16 or would operate as a fraud or deceit upon other persons.

17 101. By engaging in the conduct described above, Defendants Walker and
18 Gomez violated, and unless restrained and enjoined will continue to violate, Section
19 10(b) of the Exchange Act [15 U.S.C. § 78j(b)], and Rule 10b-5(a), (b) and (c)
20 thereunder [17 C.F.R. § 240.10b-5(a), (b), (c)].

21 **FOURTH CLAIM FOR RELIEF**

22 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5(a) and (c)**

23 **(against Defendant Luna)**

24 102. The SEC realleges and incorporates by reference paragraphs 1 through
25 92 above.

26 103. Defendant Luna, by engaging in the conduct described above, directly or
27 indirectly, in connection with the purchase or sale of a security, by the use of means
28 or instrumentalities of interstate commerce, of the mails, or of the facilities of a

1 national securities exchange, with scienter:

2 (a) employed devices, schemes, or artifices to defraud; or

3 (b) engaged in acts, practices, or courses of business which operated
4 or would operate as a fraud or deceit upon other persons.

5 104. By engaging in the conduct described above, Defendant Luna violated,
6 and unless restrained and enjoined will continue to violate, Section 10(b) of the
7 Exchange Act [15 U.S.C. § 78j(b)], and Rule 10b-5(a) and (c) thereunder [17 C.F.R.
8 § 240.10b-5(a), (c)].

9 **FIFTH CLAIM FOR RELIEF**

10 **Violations of Sections 5(a) and 5(c) of the Securities Act**

11 **(Against all Defendants)**

12 105. The SEC realleges and incorporates by reference paragraphs 1 through
13 92 above.

14 106. Defendants, by engaging in the conduct described above, directly or
15 indirectly, made use of means or instruments of transportation or communication in
16 interstate commerce or of the mails, to offer to sell or to sell securities, or to carry or
17 cause such securities to be carried through the mails or in interstate commerce for the
18 purpose of sale or for delivery after sale.

19 107. No registration statement has been filed with the SEC or has been in
20 effect with respect to any of the offerings alleged herein.

21 108. By engaging in the conduct described above, Defendants violated, and
22 unless restrained and enjoined will continue to violate, Sections 5(a) and 5(c) of the
23 Securities Act [15 U.S.C. §§ 77e(a) and 77e(c)].

24 **SIXTH CLAIM FOR RELIEF**

25 **Violations of Section 15(a) of the Exchange Act**

26 **(Against Walker, Gomez, and Smith)**

27 109. The SEC realleges and incorporates by reference paragraphs 1 through
28 92 above.

1 110. Defendants Walker, Gomez, and Smith, by engaging in the conduct
2 described above, made use of the mails or any means or instrumentality of interstate
3 commerce to effect any transactions in, or to induce or attempt to induce the purchase
4 or sale of, any security.

5 111. During the relevant time period, Defendants Walker, Gomez, and Smith
6 were not registered as a broker or dealer.

7 112. By engaging in the conduct described above, Defendants Walker,
8 Gomez, and Smith violated, and unless restrained and enjoined will continue to
9 violate, Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)].

10 **PRAYER FOR RELIEF**

11 WHEREFORE, the SEC respectfully requests that the Court:

12 **I.**

13 Issue findings of fact and conclusions of law that Defendants committed the
14 alleged violations.

15 **II.**

16 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of
17 Civil Procedure, permanently enjoining Luna, Walker, and Gomez, and their agents,
18 servants, employees, and attorneys, and those persons in active concert or
19 participation with any of them, who receive actual notice of the judgment by personal
20 service or otherwise, and each of them, from violating Section 17(a) of the Securities
21 Act [15 U.S.C. §77q(a)], and Section 10(b) of the Exchange Act [15 U.S.C. §§
22 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

23 **III.**

24 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of
25 Civil Procedure, permanently enjoining Defendants, and their agents, servants,
26 employees, and attorneys, and those persons in active concert or participation with
27 any of them, who receive actual notice of the judgment by personal service or
28 otherwise, and each of them, from violating Sections 5(a) and 5(c) of the Securities

1 Act [15 U.S.C. §§ 77e(a), 77e(c)].

2 **IV.**

3 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of
4 Civil Procedure, permanently enjoining Walker, Gomez, and Smith, and their agents,
5 servants, employees, and attorneys, and those persons in active concert or
6 participation with any of them, who receive actual notice of the judgment by personal
7 service or otherwise, and each of them, from violating Section 15(a) of the Exchange
8 Act [15 U.S.C. § 78o(a)].

9 **V.**

10 Order Defendants to disgorge all funds received from their illegal conduct,
11 together with prejudgment interest thereon.

12 **VI.**

13 Order Defendants to pay civil penalties under Section 20(d) of the Securities
14 Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. §
15 78u(d)(3)].

16 **VII.**

17 Pursuant to Section 20(g) of the Securities Act, [15 U.S.C. § 77t(g)] and
18 Section 21(d)(6) of the Exchange Act [15 U.S.C. § 78u(d)(6)], bar Defendants
19 Walker, Gomez, and Smith from participating in an offering of penny stock,
20 including engaging in activities with a broker, dealer, or issuer for purposes of
21 issuing, trading, or inducing or attempting to induce the purchase or sale of any penny
22 stock.

23 **VIII.**

24 Retain jurisdiction of this action in accordance with the principles of equity and
25 the Federal Rules of Civil Procedure in order to implement and carry out the terms of
26 all orders and decrees that may be entered, or to entertain any suitable application or
27 motion for additional relief within the jurisdiction of this Court.

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IX.

Grant such other and further relief as this Court may determine to be just and necessary.

Dated: September 29, 2016

/s/ David J. Van Havermaat

David J. Van Havermaat
Lucee S. Kirka
Attorney for Plaintiff
Securities and Exchange Commission