

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
(ATLANTA DIVISION)**

**UNITED STATES SECURITIES
AND EXCHANGE COMMISSION,**

Plaintiff,

v.

Civil Action No. 1:20-cv-_____
Jury Trial Demanded

CHRISTOPHER W. BURNS,

**INVESTUS ADVISERS LLC d/b/a
DYNAMIC MONEY LLC,**

INVESTUS FINANCIAL LLC, and

PEER CONNECT LLC,

Defendants, and

MEREDITH BURNS,

Relief Defendant.

COMPLAINT

Plaintiff United States Securities and Exchange Commission (“SEC”) alleges as follows:

NATURE OF ACTION

1. Defendant Christopher W. Burns (“Burns”), an Atlanta-based

investment adviser representative who is currently a fugitive, has defrauded multiple clients. He committed the fraud along with several entities under his control, including Defendants Investus Advisers LLC d/b/a Dynamic Money LLC (“Investus Advisers”), Investus Financial LLC (“Investus Financial”), and Peer Connect LLC (“Peer Connect”) (collectively, “Defendants”).

2. From at least February 2017 to September 2020, Burns and the other defendants offered and sold approximately \$10 million in promissory notes to dozens of investors in Georgia, North Carolina, and Florida. Many of these investors were clients of Investus Advisers, an advisory firm that Burns founded and owns.

3. Burns advised his clients and others on an investment opportunity that he claimed was part of a peer-to-peer lending program. Burns falsely told investors that the program entailed businesses in need of capital that wanted to borrow money from them. In return, Burns falsely told investors that the businesses would make monthly payments to them that included a portion of the principal plus a fixed amount of interest or the businesses would pay them a lump sum when the promissory notes matured.

4. Burns provided investors with promissory notes from Investus Financial or Peer Connect, two other entities that he owns and controls. The

promissory notes each specified the length of the investment (which was as short as a few weeks to as long as several years), stated the rate of interest that the businesses agreed to pay to investors (which went as high as 20%), and were all signed by Burns as the owner of Investus Financial and Peer Connect.

5. Burns falsely told investors that the investment was safe and had little or no risk. He falsely represented to many investors that the promissory notes were backed by collateral that was held in accounts at Charles Schwab & Co., Inc. (“Schwab”). Many of the promissory notes from Investus Financial and Peer Connect specifically refer to that collateral. In addition, Burns also signed a personal guarantee promising to pay 100% of any principal loss for each promissory note, which misled investors into believing that their investments had yet another layer of security.

6. Burns’ statements regarding the investment were blatantly false and, in reality, the peer-to-peer lending program was a sham. Contrary to Burns’ statements to investors—many of whom were clients to whom he owed a fiduciary duty—Burns spent the money he raised to fund his lifestyle, which included a million-dollar lake house, a boat, and cars; pay business expenses for his advisory firm; repay earlier investors; and elevate his status as an investment adviser by purchasing tens of thousands of dollars of airtime for his local radio show.

7. In addition, Burns and the other defendants did not have any accounts at Schwab, the firm that purportedly held the collateral backing the promissory notes. Burns also lacked the funds necessary to repay the promissory notes, making his personal guarantee on the notes illusory.

8. In recent months, Burns became even more brazen as he increased the sale of promissory notes. From September 15 through September 23, 2020 alone, Burns received nearly \$320,000 in investor proceeds from the sale of such notes. By September 24, 2020, Burns had transferred all but \$75 of these investor funds to his personal bank accounts or withdrawn the money for cash.

9. Burns has been missing since September 24, 2020, a day on which he transferred more than \$165,000 in investor funds to one of his personal checking accounts. At the time of his disappearance, Burns knew that the SEC had recently begun investigating his and the other defendants' conduct.

10. By engaging in the conduct alleged in this Complaint, Defendants violated Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77a(a)]; Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") and Rule 10b-5 thereunder [15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5]; and Sections 206(1) and 206(2) of the Investment Advisers Act of 1940 ("Advisers Act") [15 U.S.C. § 80b-6].

11. Meredith Burns (“Mrs. Burns”) is named as a Relief Defendant. Throughout the time that Burns offered and sold promissory notes, Mrs. Burns was married to Burns. On the day before his disappearance, Burns entered into a divorce agreement with Mrs. Burns that transferred many of their joint assets to her and, the following day, Burns transferred his interest in their home to her by quitclaim deed. Mrs. Burns—who was not employed during the relevant time period and did not have income independent of her husband—also is in possession of other assets that appear to have been acquired or maintained with investor money, including a boat, cars, and cash in her bank accounts. It would not be equitable for Mrs. Burns to keep these assets.

JURISDICTION AND VENUE

12. The Commission brings this action pursuant to Sections 20 and 22 of the Securities Act [15 U.S.C. §§ 77t and 77v], Sections 21(d) and 21(e) of the Exchange Act [15 U.S.C. §§ 78u(d) and 78u(e)], and Sections 209 and 214 of the Advisers Act [15 U.S.C. §§ 80b-9 and 80b-14] to enjoin Defendants from engaging in the transactions, acts, practices, and courses of business alleged in this complaint, and transactions, acts, practices, and courses of business of similar purport and object, for civil penalties, disgorgement plus prejudgment interest, and for other equitable relief.

13. This Court has jurisdiction over this action pursuant to Section 22 of the Securities Act [15 U.S.C. § 77v], Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), 78u(e), and 78aa], Section 214 of the Advisers Act [15 U.S.C. § 80b-14], and 28 U.S.C. § 1331.

14. Venue is proper in this Court pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v], Section 27(a) of the Exchange Act [15 U.S.C. § 78aa], Section 214 of the Advisers Act [15 U.S.C. § 80b-14], and 28 U.S.C. § 1391.

15. Defendants, directly and indirectly, made use of the mails, and the means and instrumentalities of interstate commerce in connection with the transactions, acts, practices, and courses of business alleged in this complaint.

16. Certain of the transactions, acts, practices, and courses of business constituting violations of the Securities Act, the Exchange Act, and the Advisers Act occurred within the jurisdiction of the United States District Court for the Northern District of Georgia. Specifically, Defendants made materially false and misleading statements in this judicial district; they received and misappropriated investor funds in this judicial district; and many of the defrauded investors reside in this judicial district. In addition, Burns resides in this judicial district and the corporate defendants are incorporated in Georgia and have their principal office address in this judicial district. Mrs. Burns also resides in this judicial district.

17. Defendants, unless restrained and enjoined by this Court, will continue to engage in the transactions, acts, practices, and courses of business alleged in this complaint, and in transactions, acts, practices, and courses of business of similar purport and object.

DEFENDANTS

18. **Christopher W. Burns**, age 37, is a resident of Berkeley Lake, Georgia. Burns is the sole owner of Investus Advisers, Investus Financial, and Peer Connect. He was designated as an investment adviser representative of Investus Advisers, and he has previously held Series 6, 63, and 65 licenses. On October 20, 2020, pursuant to an emergency order, the Commissioner of Securities for the State of Georgia revoked Burns' Georgia registration. Throughout the time that he offered and sold promissory notes, Burns was married to Relief Defendant Meredith Burns.

19. **Investus Advisers LLC d/b/a Dynamic Money LLC**, is a Georgia limited liability company headquartered in Atlanta, Georgia. Burns registered Investus Advisers in Georgia as an investment adviser in April 2017, and the firm had more than 90 advisory clients. Investus Advisers ceased operations following Burns' disappearance. On October 20, 2020, pursuant to an emergency order, the Commissioner of Securities for the State of Georgia revoked Investus Advisers'

Georgia registration. On October 22, 2020, the Georgia Secretary of State administratively dissolved Investus Advisers.

20. **Investus Financial LLC**, is a Georgia limited liability company founded by Burns and headquartered in Atlanta, Georgia. Investus Financial was an independent insurance agency, but is no longer licensed. Although the entity stopped offering insurance products, it continued to employ individuals that provided services to its affiliated entity, Investus Advisers. Investus Financial ceased operations following Burns' disappearance. On October 22, 2020, the Georgia Secretary of State administratively dissolved Investus Financial.

21. **Peer Connect LLC**, is a Georgia limited liability company founded by Burns and headquartered in Atlanta, Georgia. Burns filed an annual registration statement for Peer Connect as recently as September 4, 2020.

RELIEF DEFENDANT

22. **Meredith Burns**, age 38, is a resident of Berkeley Lake, GA. Throughout the time that Burns offered and sold promissory notes, she was married to him.

STATEMENT OF FACTS

A. Christopher Burns and Investus Advisers

23. Burns has been an investment adviser representative based in Atlanta,

Georgia for several years. He founded and owns his own investment advisory firm, Investus Advisers, which is also known as Dynamic Money LLC.

24. With Burns in control, Investus Advisers engaged in two primary lines of business. First, it provided financial planning services to clients for a fixed fee. Clients would generally pay Investus Advisers directly for these services. From 2017-2020, Investus Advisers collected less than \$200,000 in fees by providing these financial planning services.

25. Second, Investus Advisers selected other investment advisers to manage client portfolios, which consisted of directing clients to a third-party investment adviser, Matson Money, Inc. (“Matson Money”), and then it reviewed the ongoing performance of client accounts held at Matson Money. Each quarter, advisory fees were withdrawn directly from client accounts by Matson Money and paid to Investus Advisers. From 2017-2020, Investus Advisers earned less than \$275,000 by reviewing the performance of client accounts held at Matson Money.

26. During the past several years, Burns has tried hard to raise his profile as an investment adviser. He has devoted considerable time and money to cultivate a public image as a knowledgeable investment professional.

27. Burns started his own radio show that aired on Sundays called The Chris Burns Show. As described on his website: “The Chris Burns Show,

powered by Dynamic Money, unpacks how the week's headlines practically impact your life, wallet, and future. Chris records the show live in Atlanta every Sunday to help you become excited about your money, your dreams, and understand how real headlines have a real impact on your life."

28. In addition to his radio show, Burns also periodically appeared on television where he presented himself as an experienced and well-informed investment professional.

29. Burns also maintained a public website, dynamicmoney.com, in which he claimed to be a capable and honest investment adviser. Specifically, on his website, Burns wrote: "Dynamic Money exists to equip those who desire to identify and reach their dreams through affordable fee-only planning." He went on to write: "We focus on building a strong foundation, assessing your risk tolerance, setting clear goals, and monitoring your progress along the way." Finally, Burns claimed: "We promise our full integrity and our best in every meeting."

30. These public appearances by Burns—on radio, television, and the internet—allowed him to elevate his status as an investment adviser and to attract more clients, including some investors who purchased the notes at issue here.

B. Burns' Sale of Promissory Notes

31. As early as February 2017, Burns began recommending to Investus

Advisers' clients and other investors the purchase of promissory notes issued by Investus Financial and Peer Connect, two entities owned and controlled by him.

32. Burns recommended the promissory notes to advisory clients and other investors during in-person meetings, on phone calls, in text messages, and in emails.

33. Burns identified some of the potential investors by using information Investus Advisers collected about them during client meetings. Among other things, these meetings gave Burns access to these individuals' contact information and knowledge of their available funds for investing.

34. As their investment adviser, Burns and Investus Advisers owed clients a fiduciary duty to act in their best interest.

35. Burns told prospective investors that the notes were part of a peer-to-peer loan program called Peer Connect, and that the proceeds of the note sales would be loaned to small businesses in need of capital.

36. The notes offered returns between 5% and 20% per annum or for the length of the note, and the length of the notes ranged from a few weeks to several years.

37. Depending on the terms of the notes, investors were to receive either monthly interest payments followed by a lump sum payment of the principal loan

amount or monthly payments consisting of unpaid principal and accrued interest.

38. Investors often mailed checks to Burns or wired funds to the bank accounts for Investus Financial and Peer Connect.

39. Burns provided each investor with a promissory note issued by Investus Financial or Peer Connect. Burns signed all of the promissory notes as the owner of these companies.

40. Burns also provided investors with an amortization schedule for their investments in the investment program.

41. Burns told investors that the investment was safe and had little or no risk. He represented to many investors that the promissory notes were backed by collateral that was held in accounts at Schwab. Many of the promissory notes from Investus Financial and Peer Connect specifically refer to that collateral.

42. In addition, Burns also signed a personal guarantee for each promissory note, in which he promised to repay 100% of any principal loss. Burns' personal guarantee purported to give the notes additional security.

43. Burns told many investors that neither he nor Investus Advisers would make money off of their investments in the promissory notes.

C. Burns' False Statements and Misappropriation of Investor Funds

44. Burns' statements regarding the investment were false and misleading

and, in reality, the peer-to-peer lending program was a sham.

45. Contrary to Burns' statements to investors, Burns did not loan money to small businesses. Instead, he spent the money he raised to fund his lifestyle, which included a million-dollar lake house, a boat, and cars; fund Investus Advisers' operations; repay earlier investors; and elevate his status as an investment adviser by purchasing tens of thousands of dollars of airtime for his local radio show.

46. In addition, Burns and the other defendants did not have any accounts at Schwab, the firm that purportedly held the collateral backing the promissory notes. Burns also lacked the funds necessary to repay the promissory notes, making his personal guarantee on the notes illusory.

47. Between February 2017 and September 2020, Burns sold at least 70 promissory notes to investors in Georgia, North Carolina, and Florida. These notes had a face value of more than \$10 million. At least 40 investors purchased promissory notes under Burns' fraudulent peer-to-peer loan program, with most of them being advisory clients of Investus Advisers.

48. For example, in April 2020, Burns recommended to Investor A that she invest in the loan program. Burns misrepresented the peer-to-peer lending program to her, as described above.

49. On April 3, 2020, Investor A invested \$400,000 in a promissory note from Peer Connect. The promissory note had an interest rate of 5%, referenced pledged collateral held by Schwab, and promised to pay Investor A \$420,000 in just under five months. Burns signed the promissory note as the owner of Peer Connect, and he also signed a personal guarantee on the note.

50. On April 4, 2020, Investor A mailed Burns a \$400,000 check made out to Investus Financial. On April 6, 2020, Burns deposited the check into Investus Financial's Corporate Plus Checking Account. As of April 1, 2020, that account had a balance of only \$50.

51. Contrary to what Burns had told Investor A, her funds were not loaned to a small business in need of capital. To the contrary, Burns used her funds to pay for his personal and business expenses, and to repay earlier investors in his fraudulent investment scheme.

52. In fact, just two days after Investor A's funds were deposited into Investus Financial's bank account, Burns wired nearly \$35,000 to an earlier investor in the loan program. By the end of April 2020, Burns had wired an additional \$20,000 to three other investors.

53. By May 1, 2020, Burns had written checks totaling more than \$200,000 of Investor A's funds to numerous investors in the peer-to-peer loan

program.

54. In April 2020, Burns also used Investor A's funds to pay more than \$50,000 for airtime for his local radio program, and he wired an additional \$35,000 to one of his personal bank accounts at another bank.

55. Without Investor A's funds, Burns would not have been able to make these payments and the payments to other investors.

56. As another example, in August 2020 Burns recommended that Investors B and C, who are a married couple, invest in the loan program. Burns misrepresented the lending program to them, as described above.

57. On August 31, 2020, Investors B and C invested \$365,000 in a promissory note from Investus Financial. The promissory note had an interest rate of 8% and promised to pay Investors B and C \$383,250 in just under two months. Burns signed the promissory note as the owner of Investus Financial, and he also signed a personal guarantee on the note.

58. The promissory note signed by Burns referenced pledged collateral held by Schwab in two specific accounts. One of those accounts does not exist. The second account is not held by Burns or any entity affiliated with him. In addition, at the time the promissory note was issued, the account had a balance of less than \$1,500. Investors B and C did not know these facts when they decided to

invest in the loan program and would not have done so had Burns provided them with truthful information.

59. On August 31, 2020, Investors B and C mailed Burns two certified checks totaling \$365,000 that were made out to Investus Financial. One check was for \$250,000 and the second check was for \$115,000. On September 2, 2020, Burns deposited the two checks into Investus Financial's Corporate Plus Checking Account, which at that time had a balance of less than \$65,000.

60. The very next day, Burns wired \$140,000 to an earlier investor in the loan program. Without the funds of Investors B and C, Burns would not have had sufficient funds in Investus Financial's Corporate Plus Checking Account to complete that wire transfer.

61. On September 4, 2020, Burns wrote a check for \$270,000 to another investor in the loan program. Without the funds of Investors B and C, Burns would not have had sufficient funds in Investus Financial's Corporate Plus Checking Account to write a check in that amount.

62. In September 2020, Burns' fraudulent scheme became even more brazen.

63. On September 9, 2020, Burns received checks totaling \$142,500 from two other investors in the loan program, one of whom received a promissory note

from Investus Financial that promised to pay him 20% interest. Burns signed the promissory note as the owner of Investus Financial and also signed a personal guarantee to cover 100% of any principal loss.

64. Less than a week after receiving these investor funds, Burns wired \$35,000 to a personal bank account and spent another \$15,000 on personal expenses. The remaining funds went to pay other investors and business expenses for Investus Advisers.

65. On September 15, 2020, Burns opened a Simple Business Checking Account for Peer Connect. At that time, the account had a balance of \$25.

66. The same day, Burns called Investor D and recommended he invest \$100,000 in the loan program. Investor D agreed to make the investment based on Burns' misrepresentations, as described above.

67. Investor D wired \$100,000 to the newly-created Peer Connect bank account. Burns provided Investor D a promissory note from Peer Connect that had an interest rate of 15% and promised to pay Investor D \$115,000 in just over one month. Burns signed the promissory note as the owner of Peer Connect, and he also signed a personal guarantee on the note.

68. The same day that Investor D's money was deposited into Peer Connect's bank account, Burns transferred \$35,000 of the funds to his own

personal checking account. The next day, Burns transferred another \$30,000 to a different bank account of his. On September 17, 2020, Burns withdrew another \$8,000 in cash. Without Investor D's funds, Burns would not have been able to complete these transactions.

69. On September 18, 2020, Investor E invested \$85,000 in the loan program based on Burns' misrepresentations, as described above. Investor E wrote a check for \$85,000 to Peer Connect, which Burns promptly deposited into Peer Connect's bank account.

70. On September 19, 2020, Burns recommended that Investor F—who was an advisory client of Investus Advisers—invest \$50,000 in the loan program. Burns persuaded Investor F to meet him at a local Dunkin' Donuts and make the investment in cash. Burns provided Investor F with a promissory note from Peer Connect that promised to pay him 10% interest in one month. Burns signed the note as the owner of Peer Connect.

71. On September 21, 2020, Burns persuaded Investor G—who also was an advisory client of Investus Advisers—to meet him at the same Dunkin' Donuts and invest \$20,000 in cash in the loan program. Burns provided Investor G with a promissory note from Peer Connect that promised to pay her 10% interest in one month. Burns signed the note as the owner of Peer Connect.

72. Burns and the other defendants failed to make any payments to Investors F and G on these promissory notes.

73. On September 22, 2020, Investor H invested \$13,000 in the loan program based on Burns' misrepresentations, as described above. Investor H wired \$13,000 to Peer Connect's bank account, as Burns had instructed her to do in an email.

74. On September 23, 2020, Investor I invested \$50,000 in the loan program based on Burns' misrepresentations, as described above. Investor I wired \$50,000 to Peer Connect's bank account, as Burns had instructed her to do.

75. On September 24, 2020—the day Burns disappeared—he transferred over \$165,000 of Investor D, E, H, and I's funds to his personal checking account.

76. Since September 24, 2020, investors in the loan program have tried unsuccessfully to contact Burns.

77. Investors in the fraudulent investment program have not received any payments from Burns or the other defendants since September 2020.

D. Burns' Disappearance

78. On September 25, 2020, Mrs. Burns reported her husband missing to the police. At the time of his disappearance, Burns knew that he was under investigation by the SEC, and that on September 24, 2020, Investus Advisers was

making a document production to the SEC, which included documents related to the fraudulent promissory notes.

79. Burns' vehicle was found in a parking lot in Atlanta, GA with more than \$75,000 in cashier's checks inside, but Burns has not been located.

80. On October 20, 2020, pursuant to an emergency order, the Commissioner of Securities for the State of Georgia revoked Burns' Georgia registration.

81. On October 23, 2020, the U.S. Attorney's Office for the Northern District of Georgia filed a Criminal Complaint charging Burns with mail fraud.

82. A Magistrate Judge of this Court issued a warrant for Burns' arrest later that day. Burns is currently a fugitive.

E. Meredith Burns' Assets

83. During the fraudulent period in this case, Christopher and Meredith Burns were married. They shared a house, three cars, a boat, and other personal property, including joint bank accounts.

84. Mrs. Burns was not employed during this time period and their family expenses were paid with Burns' income.

85. On September 23, 2020, the day before Burns' disappearance, they entered into a divorce agreement awarding Mrs. Burns their boat, home, and all of

its contents. On September 24, 2020—the day Burns disappeared—he signed a quitclaim deed granting the home to Mrs. Burns in consideration for \$10.

86. On October 9, 2020, Mrs. Burns listed the home for sale. The home is under contract for \$1.1 million with a planned closing date of November 13, 2020.

87. Mrs. Burns also possesses approximately \$150,000 in bank accounts that were previously held jointly with Burns.

COUNT I – FRAUD

Violations of Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)] (Against All Defendants)

88. Paragraphs 1 through 87 are realleged and incorporated herein by reference.

89. Defendants, acting with scienter, in the offer or sale of securities and by the use of means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly, employed a device, scheme, or artifice to defraud.

90. By reason of the foregoing, Defendants, directly and indirectly, have violated and, unless enjoined, will continue to violate Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT II – FRAUD

**Violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act
[15 U.S.C. §§ 77q(a)(2) and (3)]
(Against All Defendants)**

91. Paragraphs 1 through 87 are realleged and incorporated herein by reference.

92. Defendants, acting knowingly, recklessly, or negligently in the offer or sale of securities and by the use of means or instruments of transportation or communication in interstate commerce or by the use of the mails, directly or indirectly, (a) obtained money or property by means of untrue statements of material fact or by omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (b) engaged in transactions, practices, or a course of business which operated or would have operated as a fraud or deceit upon the Investor.

93. By reason of the foregoing, Defendants, directly and indirectly, have violated and, unless enjoined, will continue to violate Sections 17(a)(2) and 17(a)(3) of the Securities Act [15 U.S.C. §§ 77q(a)(2) and 77q(a)(3)].

COUNT III – FRAUD

**Violations of Section 10(b) of the Exchange Act
and Rules 10b-5(a), (b), and (c) thereunder
[15 U.S.C. § 78j(b)(5), 17 C.F.R. § 240.10b-5]
(Against All Defendants)**

94. Paragraphs 1 through 87 are realleged and incorporated by reference herein.

95. Defendants, acting with scienter and in connection with the purchase or sale of securities and by the use of any means or instrumentality of interstate commerce or by use of the mails or any facility of any national securities exchange, directly or indirectly, (a) employed a device, scheme, and artifice to defraud; (b) made untrue statements of material fact or omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in acts, practices, or a course of business which operated or would have operated as a fraud or deceit upon sellers, purchasers, or prospective purchasers of securities.

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

COUNT IV – FRAUD

**Violations of Section 206(1) of the Advisers Act
[15 U.S.C. § 80b-6(1)]
(Against Burns and Investus Advisers LLC)**

97. Paragraphs 1 through 87 are realleged and incorporated by reference herein.

98. At all relevant times, Defendants Burns and Investus Advisers LLC acted as investment advisers for many of the investors in this matter. In exchange for compensation, Burns and Investus Advisers LLC engaged in the business of advising investors as to the value of securities or as to advisability of investing in, purchasing, or selling securities.

99. Burns and Investus Advisers LLC, with scienter and while acting as investment advisers, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, employed a device, scheme, or artifice to defraud the Investor.

100. By engaging in the conduct described herein, Burns and Investus Advisers LLC violated, and unless enjoined will continue to violate, Section 206(1) of the Advisers Act [15 U.S.C. § 80b-6(1)].

COUNT V – FRAUD

**Violations of Section 206(2) of the Advisers Act
[15 U.S.C. § 80b-6(2)]
(Against Burns and Investus Advisers LLC)**

101. Paragraphs 1 through 87 are realleged and incorporated herein by reference.

102. At all relevant times, Defendants Burns and Investus Advisers LLC acted as investment advisers to many of the investors in this matter. In exchange for compensation, Burns and Investus Advisers LLC engaged in the business of advising investors as to the value of securities or as to advisability of investing in, purchasing, or selling securities.

103. Burns and Investus Advisers LLC, with knowledge, recklessness, or negligence, and while acting as an investment adviser, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, engaged in transactions, practices, or a course of business which operated as a fraud or deceit upon the investors in this matter.

104. By engaging in the conduct described above, Burns and Investus Advisers LLC violated, and unless enjoined will continue to violate, Section 206(2) of the Advisers Act [15 U.S.C. § 80b-6(2)].

COUNT VI – AIDING AND ABETTING (FRAUD)

**Violations of Sections 206(1) and 206(2) of the Advisers Act
[15 U.S.C. §§ 80b-6(1), 80b-6(2)]
(Against Burns, Investus Financial LLC, and Peer Connect LLC)**

105. Paragraphs 1 through 87 are realleged and incorporated by reference herein.

106. As alleged above, Defendant Investus Advisers LLC violated Sections 206(1) and 206(2) of the Advisers Act [15 U.S.C. §§ 80b-6(1), 80b-6(2)].

107. Defendants Burns, Investus Financial LLC, and Peer Connect LLC knew, or recklessly disregarded, that the conduct of Investus Advisers LLC was improper and knowingly rendered substantial assistance to them in this conduct.

108. By reason of the foregoing, Defendants Burns, Investus Financial LLC, and Peer Connect LLC aided and abetted violations of and, unless enjoined, will continue to aid and abet violations of Sections 206(1) and 206(2) of the Advisers Act. [15 U.S.C. §§ 80b-6(1), 80b-6(2)].

COUNT VII - Disgorgement

(Against Relief Defendant Meredith Burns)

109. Paragraphs 1 through 87 are realleged and incorporated by reference herein.

110. As alleged above, Defendants violated the federal securities laws by

engaging in fraudulent activity and misappropriating substantial investor assets for his own personal and business use.

111. After learning of the SEC's investigation in this matter, Burns purported to transfer his ownership interest in the marital home he shared with Mrs. Burns to her, as well as all of its contents, cars, a boat, and other personal property. In addition, on information and belief, Mrs. Burns obtained investor funds as a result of the securities law violations described above. Under these circumstances, it would not be just, equitable, or conscionable for her to retain these funds or proceeds from the sale of the home she shared with Burns or other assets acquired or maintained with funds derived from the fraudulent activity described above.

PRAYER FOR RELIEF

The Commission respectfully requests that this Court:

1. Find that Defendants committed the violations alleged;
2. Issue a temporary restraining order as well as preliminary and permanent injunctions enjoining Defendants and each of their agents, employees, and attorneys, and any other person in active concert or participation with them who receives actual notice of the injunction by personal service or otherwise, from directly or indirectly engaging in conduct in violation of the following provisions: Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]; Section 10(b) of the

Exchange Act and Rule 10b-5 thereunder [15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5]; and Sections 206(1) and 206(2) of the Advisers Act [15 U.S.C. § 80b-6(1)-(2)];

3. Issue an order freezing the assets of Defendants and the Relief Defendant pending further order of the Court.

4. Order an accounting by the Defendants to: (i) identify all of the promissory notes issued by Investus Financial LLC and Peer Connect LLC and provide copies of them; (ii) identify all funds received by investors in those promissory notes; (iii) provide the present location of proceeds from the sale of all such promissory notes, or if those proceeds have been spent, identify when and where the proceeds were spent; and (iv) identify all of their assets.

5. Order an accounting by Relief Defendant to: (i) identify all of her assets; (ii) the source of those assets; and (iii) the present location of those assets.

6. Issue an order prohibiting Defendants and the Relief Defendant from destroying or concealing documents until further order of the Court.

7. Order Defendants and the Relief Defendant to disgorge all ill-gotten gains in the form of any benefits of any kind derived from the illegal conduct alleged in this Complaint, plus pay prejudgment interest;

8. Order Defendants to pay civil penalties pursuant to Section 20(d) of

the Securities Act [15 U.S.C. § 77t(d)], Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)], and Section 209(e) of the Advisers Act [15 U.S.C. § 80b-9(e)] in an amount to be determined by the Court;

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

10. Order such other and further relief as this Court may deem just, equitable, and appropriate in connection with the enforcement of the federal securities laws and for the protection of investors.

JURY TRIAL DEMAND

The SEC demands a trial by jury as to all issues that may be so tried.

Dated: November 12, 2020 Respectfully submitted,

/s/ Harry B. Roback

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CERTIFICATION OF COMPLIANCE

This is to certify that the foregoing was prepared using Times New Roman 14 point font in accordance with Local Rule 5.1 (B).

/s/ Harry B. Roback
Harry B. Roback