

Before the
SECURITIES AND EXCHANGE COMMISSION

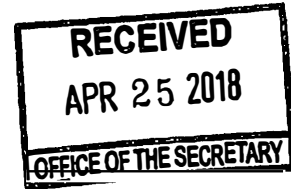
SECURITIES EXCHANGE ACT OF 1934

Release No. 82998 / April 5, 2018

INVESTMENT ADVISERS ACT OF 1940

Release No. 4874 / April 5, 2018

ADMINISTRATIVE PROCEEDING File No. 3-18422



In the Matter of
JOSHUA D. MOSSHART,
Respondent.

Respondent's Answer to Order Instituting Administrative
Proceedings Pursuant to Section 15(b) of the Securities
Exchange Act of 1934 and Section 203(f) of the Investment
Advisors Act of 1940 and Notice of Hearing.

I.

The Securities and Exchange Commission ("Commission") deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted pursuant to Section 15(b) of the Securities Exchange Act of 1934 ("Exchange Act") and Section 203(f) of the Investment Advisers Act of 1940 ("Advisers Act") against Joshua D. Mosshart ("Respondent").

II.

After an investigation, the Division of Enforcement alleges that: A.
RESPONDENT

1. From May 2011 until he resigned from the company in April 2013, Respondent raised money for Enviro Board Corporation ("Enviro Board"), referring at least 18 individuals who invested nearly \$5 million in the company. For a portion of the time in which he engaged in the conduct underlying the complaint described below, Respondent was also a registered representative associated with LPL Financial LLC ("LPL"), a registered broker-dealer and investment adviser. Respondent, 45 years old, is a resident of Malibu, California.

B. ENTRY OF THE INJUNCTION/RESPONDENT'S CRIMINAL CONVICTION

2. On March 22, 2018, a final judgment was entered against Respondent, permanently enjoining him from future violations of Sections 5(a) and 5(c) of the Securities Act of 1933 ("Securities Act"), and Section 15(a) of the Exchange Act, in the civil action entitled Securities and Exchange Commission v. Enviro Board Corporation, et al., Civil Action Number 2:16-cv-06427-R-SS, in the United States District Court for the Central District of California.

3. The Commission's complaint alleged that Enviro Board engaged in a fraudulent and unregistered securities offering. The complaint further alleged that Enviro Board intended to profit from its proprietary mill technology, which recycled agricultural waste fiber into low-cost, environmentally-friendly building materials. According to the Commission's complaint, however, Enviro Board consistently failed to successfully commercialize its technology, and the company raised funds through misleading financial projections and other misrepresentations about the status of its commercialization efforts. The complaint also alleged that beginning in May 2011, Mosshart referred at least 18 individuals to Enviro Board, who purchased nearly \$5 million of the company's securities. Although Mosshart was paid commissions on those sales of Enviro Board securities, he was not acting within the scope of his employment with LPL since the firm was unaware and did not approve of his conduct, and was not supervising him for purposes of his sale of Enviro Board securities.

Response:

My initial involvement with Enviro Board was not to raise money.

See LPL Outside Business Questionnaires Notifications:

Page 3

See Exhibits:

#1. Enviro Board Approval, Sales Representative of Manufacturing Machines and for building panels and licenses(2011).

#5. Original job description sent to Enviro Board (2011).

I set up the entire Board of Directors, Wrote over 60 Blogs, Redesigned the website, Facebook page. I set up the United Nations RIO-20 delegation, made introductions to the Mayor of Guatemala, President of Zambia, Ambassadors of Latin America and I have thousands of e-mail with introduction to Green building Councils, Celebrities, Contracting companies, Steel companies, procured letters of endorsement, recruited dozens of sales representatives.

As all this was happening the people that inquired about investment or sales I would send a business plan and supporting information so our strategic partners and investors would have a total understanding of our mission and risk disclosures.

This is just a glimpse of the share holder I brought to my family, friend and family and investors.

I made more compensation as a financial advisor and worked a lot less hours for more money. I was involved with Enviro Board because I believed in the opportunity to help less fortunate with affordable housing.

Enviro Board was in business 15 years before I got involved I had no reason to believe their business plans and projection was a misrepresentation.

#11. Mosshart Agreement, Compensation.

#2. Board of Directors notification and resignation notification (2012).

LPL OSJ told me there was no requirement for a written approval because these were arms length referrals as I was leaving the out the industry. I resigned months before LPL terminated me and would not release my U5 holding me captive.

Page 4

#14 Asset Sale-I sold my business with LPL.

LPL was notified of these outside business activities. I clearly have a history of communicating my involvement with LPL. I have never had an issue with disclosures in 17 years as an advisor.

#2 Here is an e-mail communication with a LPL client explaining my role and involvement with Enviro Board.

All of my clients with LPL had written agreement with my that I signed as an OSJ and I handled all monies with LPL as a custodian.

I handled no money or signed any agreements with Enviro Board because this was not my job or responsibility.

#12 Affidavit from investor of Enviro Board

#13 Affidavit from investor of Enviro Board

All of the investors were my family and friends and I was the fourth largest shareholder.

#7 Enviro Board Securities Compliance- Bill Peiffer sent an e-mail that Enviro Board retained Troy and Gould and were in compliance with the SEC.

#12 Confidential Settlement Agreement- Enviro Board agrees to pay all salary, fines and SEC penalties. They agreed to this because handling monies and investments was not my responsibility. I was paid for my role in sales, business development and as President of the company.

#8 Anything with money Bill and Glenn e-mail.

#3 Millions of dollars in defamation damages.

Because SEC and FINRA posted information on the internet marketers promoted me associated with fraud. I have not been able to earn a steady income for over 3 years. I lost my entire savings suing Enviro Board and LPL.

Page 5

I have no lawsuits or complaints with any Enviro Board Investors for misrepresentation or disgorgement.

I am requesting relief from any penalties or fines. I already relinquished my licensed voluntarily to FINRA.

Joshua D. Mossler

COMMISSIONS & REGISTRATION

LPL LPL Financial

Compliance - Outside Business Questionnaires

Query | OBO List | Main | Ownership | Affiliations | Comments | RepComments | History

Rep Information

Rep ID: Prospect ID: Rep Status: **TERMINATED**

First Name: Last Name: State: OSJ Manager

Outside Business Activity

OBA Start Date: Business Name:

Location Address:

Activity Role:

Related DBA:

Type of Business: OBO ID:

Insurance Types: Analyst: Location:

Compensation: Salary Commission Hourly Flat Fee Other

Custody? Other:

Hours Per Month: Time Spent Percent:

Hours During Trading: Annual Income:

Status

Current Status: Rating: CRD Number:

New Status: Add Comments: Investment related? CRD Status:

Reportable On CRD: Last Status Change: CRD Required?

CRD Updated By: Receive Date:

Save | Previous Activity from OBO List | Next Activity from OBO List | New Activity | OBO Status Report

Exhibit S

Joshua D. Mosshart, MSFS
Managing Director

The Managing Director is responsible for the strategy, tactics and programs to create interest, demand and recognition for Enviro Board Corporation and its products through the use of PR, Product Marketing, Creative Services, Advertising, Strategic Relationships, Direct, Event, Channel and Online Marketing and Acquisition. The objective would be to sell factories, facilitate technology transfers and stimulate domestic and international affordable housing development.

In addition, to ensure the product is demand driven, the Managing Director works with Product Marketing and Management to ensure the right mix of features, positioning and price. This position is also responsible for planning, organizing, training sales representatives, and to help manage all marketing functions to achieve the company objective of sales, growth, profits, and visibility while ensuring a consistent marketing message and positioning on a worldwide basis consistent with the corporate direction.

Strategy

- n Work with Directors and Managers to development strategic partners for referencing, credibility and alliances.n
- n Help manage third-party relationships.n
- n Ensure the product is competitive, complete, clean and timely.n
- n Promotion of development projects and technology transfers.n

Research & Information

- n Conduct and analyze market research to determine risk and marketability of potential products and product features. Supply information to appropriate personnel.n
- n Responsible for competitive analysis, strategies and tactics.n
- n Measure effectiveness of the marketing department and implement improvements.n

Product, Direction, Competition

- n Determine market needs and generate product requirements and definition for development.n

Management & Training

- n Manage and train existing and new sales staff.n
- n Ensure timely and effective execution of the marketing tactics and programs.n
- n Create and maintain annual marketing budget.n

- n Help manage the following responsibilities and/or departments: 1) Direct Marketing, 2) PR, 3) Advertising, 4) Online Marketing (web site), 5) Product Management, 6) Channel Marketing, 7) Event Marketing (trade shows), and 8) Creative Services.n
- n Ensure a consistent, fair and situational management style exist throughout the department.n

PR & Image

- e Work with PR to ensure the proper amount and type of coverage to raise awareness, win reviews and ensure consistent corporate and product branding and image.e
- e Help manage investor relations when applicable.e

Advertising

- e Work with Ad Manager and/or agency to create the media schedule, negotiate the rates, prepare the deliverables and execute.e

Strategic Partnering & Alliances

- e Participate in creating strategic partnerships, alliances and bundles that ensures Enviro Board is highly visible and properly positioned and referenced.e

Direct Marketing

- e Help maintain complete direct sales support.e
- e Ensure we have substantial qualified leads for direct sales. These can be gathered through direct mail campaigns, trade shows, the Web site, and qualified list acquisition.e

Channel Marketing

- e Help maintain complete sales material..e
- e Work with Event Manager to ensure proper representation at industry events.e
- e Help initiate a customer service and online lead generation program.e
- e Help develop an effective channel marketing & merchandising program including: training & education, promotions, pop, distributor and reseller relations.e

Online Marketing

- e Ensure a professional, inviting Web site employing the latest technology to encourage initial and repeat visits.e
- e Help initiate and execute an entire online strategic marketing plan to make the most of this important new medium.e

Creative Services

- e Work with the Creative Services department to ensure a consistent look and feel among all collateral materials. Aid in the design of the box, sell sheets, product slicks, POP, folders, trade show graphics, and all other corporate imaging.e

LINSCO/PRIVATE LEDGER - Commission System - Production System

3d Tracking OBO Tracking OSJ Overrides eTR HOOSJ QMP Funds QBA-App Reports Conflict Main menu Quit Action Edit Query Block Record Field Window Help

Compliance Outside Business Questionnaires (cmp_obq)

COMMISSIONS & REGISTRATION

LPL LPL Financial

Compliance - Outside Business Questionnaires

Query OBO List Main Ownership Affiliations Comments RepComments History

Rep Information

Rep ID: LBP Prospect ID: 58059 Rep Status: 9 TERMINATED
 First Name: JOSHUA Last Name: MOSSHART, CHFC State: CA OSJ Manager

Outside Business Activity

OBA Start Date: Business Name: Enviro Board Corporation
 Location Address:
 Activity/Role: I am on the board of directors for Enviro Board Corporation. I advise them on strategic partnerships for sales of building materials. I am leaving LPL in 30-60 days.
 Related DBA: OBO ID: [REDACTED]
 Type of Business: Other - Manufacturing Analyst: MATTHEW SHORT
 Insurance Types: Location: San Diego

Compensation: Salary Commission Hourly FlatFee Other
 Custody?

Hours Per Month: Time Spent Percent: 100
 Hours During Trading: Annual Income: 00

Status

Current Status: Compliance Disapproved Rating: CRD Number: 117495
 New Status: Add Comments Investment related?
 Last Status Change: 11/05/2012 CRD Status: CRD Required?
 Reportable On CRD CRD Updated By: Receive Date: 10/28/2012

Save Previous Activity from OBO List Next Activity from OBO List New Activity OBO Status Report

I am on the board of directors for Enviro Board Corporation. I advise them on strategic partnerships for sales of building materials. I am leaving LPL in 30-60 days to work at Enviro Board full time. I have currently sold my practice at LPL.

EXHIBIT 3

[Enviro Board Corporation, et al. - SEC.gov](https://www.sec.gov/litigation/complaints/2016/comp-pr2016-170.pdf)

<https://www.sec.gov/litigation/complaints/2016/comp-pr2016-170.pdf>

1 [Cached](#)

2 [Similar](#)

Aug 26, 2016 - PEIFFER, and **JOSHUA D. MOSSHART**,. Defendants. Case No. COMPLAINT. Plaintiff Securities and Exchange Commission ("SEC") alleges: JURISDICTION AND VENUE. 1. The Court has jurisdiction over this action pursuant to Sections 20(b),. 20(d)(1) and 22(a) of the Securities Act of 1933 ("Securities ...

[INVESTOR WARNING! Joshua Mosshart and Enviro Board Corporation](http://www.israelsneuman.com/investor-warning-joshua-mosshart-enviro-board-corporation/)

www.israelsneuman.com/investor-warning-joshua-mosshart-enviro-board-corporation/

1 [Cached](#)

2 [Similar](#)

Aug 29, 2016 - Investigation of Joshua Mosshart and Enviro Board Corporation. Have you lost money with financial advisor Joshua Mosshart of Westlake Village, California? We are investigating allegations made by the Securities and Exchange Commission (SEC) against **Joshua D. Mosshart**. The SEC filed a complaint ...

[Securities and Exchange Comm v. Joshua Mosshart, et al :: Justia ...](https://dockets.justia.com/docket/circuit-courts/ca9/17-55838)

<https://dockets.justia.com/docket/circuit-courts/ca9/17-55838>

1 [Cached](#)

Jun 14, 2017 - Securities and Exchange Comm v. Joshua Mosshart, et al. Plaintiff - Appellee,: SECURITIES AND EXCHANGE COMMISSION. Defendant - Appellant,: **JOSHUA D. MOSSHART**. Defendant,: ENVIRO BOARD CORPORATION, GLENN B. CAMP and WILLIAM J. PEIFFER. Case Number: 17-55838. Filed: June ...

[Joshua D. Mosshart scheme | Peiffer Rosca Wolf Abdullah Carr ...](https://prwlegal.com/tag/joshua-d-mosshart-scheme/)

<https://prwlegal.com/tag/joshua-d-mosshart-scheme/>

1 [Cached](#)

EX #3

Enviro Board Allegedly Promised to Quickly Earn Money by Selling Millions of Dollars in Highly Complex Federal Tax Credits **Joshua D. Mosshart**, President of Enviro Board Corporation, allegedly made huge projections of multi-million dollar profits to potential investors which would first purportedly require Enviro to ...

Green Building Biz|Was a Scam, SEC Says - Courthouse News Service

<https://www.courthousenews.com/green-building-bizwas-a-scam-sec-says/>

1 Cached

Aug 29, 2016 - 26 federal lawsuit makes a litany of allegations against the company and its cofounders, Glenn B. Camp, 59, of Thousand Oaks; William J. Pfeiffer, 62, of Haddonfield, N.J.; and their former fund raiser and "titular president," **Joshua D. Mosshart**, 43, of Malibu. Neither Camp nor Pfeiffer was ever registered ...

Docket for Securities and Exchange Commission v. Enviro Board ...

<https://www.courtlistener.com/.../securities-and-exchange-commission-v-enviro-board...>

1 Cached

PROOF OF SERVICE Executed by Plaintiff Securities and Exchange Commission , upon Defendant **Joshua D. Mosshart** served on 9/9/2016, answer due 9/30/ 2016. Service of the Summons and Complaint were executed upon Arlene Mosshart as wife/co-resident of **Joshua D. Mosshart** in compliance with Federal Rules of ...

Securities and Exchange Comm v. Joshua Mosshart, et al (0:17-cv ...

<https://www.pacermonitor.com/.../>

[Securities_and_Exchange_Comm_v_Joshua_Mosshart...](#)

Jun 14, 2017 - Wednesday, June 14, 2017. 1, 1 DOCKETED CAUSE AND ENTERED APPEARANCES OF COUNSEL AND PRO SE APPELLANT. SEND MQ: No. The schedule is set as follows: Appellant **Joshua D. Mosshart** opening brief due 11/20 /2017. Appellee Securities and Exchange Commission answering brief ...

Joshua D. Mosshart investors | Investment Fraud Lawyers | Investor ...

<https://securitieslitigators.com/tag/joshua-d-mosshart-investors/>

Aug 30, 2016 - Glenn B. Camp, William J. Peiffer, and **Joshua D. Mosshart** of Enviro Board Corporation Allegedly Raised \$6 Million under the Auspices of False Claims that They Could Recycle Agro-Waste into Environmentally-Friendly Building Materials Glenn B. Camp, 59, of Thousand Oaks, William J. Peiffer, 62, ...

[Enviro Board Corporation: Glenn B. Camp, William J. Peiffer, & Joshua ...](#)

investmentfraudsnews.blogspot.com/2016/.../enviro-board-corporation-glenn-b-camp.ht...

Aug 30, 2016 - Glenn B. Camp, 59, of Thousand Oaks, William J. Peiffer, 62, of Haddonfield, N.J., and their former fund raiser and so-called "titular president," of Enviro Board Corporation, **Joshua D. Mosshart**, 43, of Malibu, allegedly raised \$6 million under allegedly phony claims that they could take agro-waste and turn it ...

[Enviro Board Corporation: Glenn B. Camp, William J. Peiffer, & Joshua ...](#)

www.lawblogs.net/.../enviro-board-corporation-glenn-b-camp-william-j-peiffer-und-jos...

Aug 30, 2016 - Glenn B. Camp, William J. Peiffer, and **Joshua D. Mosshart** of Enviro Board Corporation Allegedly Raised \$6 Million under the Auspices of False Claims that They Could Recycle Agro-Waste into Environ...

[SEC Slaps Calif. Waste-To-Construction Co. With Fraud Suit - Law360](#)

<https://www.law360.com/.../sec-slaps-calif-waste-to-construction-co-with-fraud-suit>

[1 Cached](#)

Aug 26, 2016 - The Los Angeles federal court complaint charges Glenn Camp and William Peiffer and their company, as well as **Joshua Mosshart**, who solicited investors, with raising funds despite the fact that the more than 20-year-old company has never generated any meaningful operating revenue. Despite having no ...

[Joshua Mosshart; LPL Financial | Securities Fraud & Investor Attorneys](#)

<https://stoltmannlaw.com/joshua-mosshart-lpl-financial/>

1 Cached

Aug 30, 2016 - Did you lose money with **Joshua Mosshart**, a former registered representative with LPL Financial in Westlake Village, California? If so, please call our securities law firm in Chicago to speak to an attorney for free about your options of suing LPL Financial for not properly supervising Mosshart and allowing ...

Search Results

Joshua Mosshart - Securities & Forensic Lawyers

<https://www.securitieslawyer101.com/tag/joshua-mosshart/>

1 Cached

Sep 5, 2016 - On August 26, 2016 the Securities and Exchange Commission ("SEC") charged Enviro Board Corporation and two of its executives with using baseless financial projections and other misleading statements to defraud investors in a venture to manufacture environmentally-friendly building materials...

Securities and Exchange Comm v. Joshua Mosshart, et al :: Justia ...

<https://dockets.justia.com/docket/circuit-courts/ca9/17-55838>

1 Cached

Jun 14, 2017 - Securities and Exchange Comm v. **Joshua Mosshart**, et al. Plaintiff - Appellee,: SECURITIES AND EXCHANGE COMMISSION. Defendant - Appellant,: JOSHUA D. MOSSHART. Defendant,: ENVIRO BOARD CORPORATION, GLENN B. CAMP and WILLIAM J. PEIFFER. Case Number: 17-55838. Filed: June ...

Enviro Board Corporation: Glenn B. Camp, William J. Peiffer, & Joshua ...

<https://prwlegal.com/enviro-board-corporation-glenn-b-camp-william-j-peiffer-joshua...>

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2 Similar

Aug 30, 2016 - **Joshua D. Mosshart**, President of Enviro Board Corporation, allegedly made huge projections of multi-million dollar profits to potential investors which would first purportedly require Enviro to properly place ten

EX #3

commercially-viable mills in operation within six to 18 months, an event not very likely, according ...

Green Tech Execs Accused of \$6 Million Fraud - - CFO.com

ww2.cfo.com/fraud/2016/08/green-tech-execs-accused-6-million-fraud/

1 [Cached](#)

2 [Similar](#)

Aug 29, 2016 - California-based Enviro Board raised \$6 million from investors between 2011 and 2014. According to the SEC, \$2 million of the proceeds went toward Camp and Peiffer's compensation while another \$540,000 was paid to their primary salesman **Joshua Mosshart**, who is also named as a defendant in a civil ...

Lpl Financial Llc v. Joshua Mosshart :: Superior Court of California ...

<https://www.plainsite.org/dockets/2w6pt2ipt/.../lpl-financial-llc-v-joshua-mosshart/>

1 [Cached](#)

Lpl Financial Llc v. **Joshua Mosshart**, Case No. BC588976 in the Superior Court of California, County of Los Angeles.

Joshua Daniel Mosshart Litigation | Klayman & Toskes

nasd-law.com/tag/joshua-daniel-mosshart-litigation/

Recent Posts. Klayman & Toskes, P.A. Launches GoFundMe Relief Campaign for Puerto Rico · Notice to Clients of Austin Richard Dutton Jr. and Newbridge Securities: The Securities Arbitration Law Firm of Klayman & Toskes, P.A. has commenced an Investigation in Light of Regulatory Fines of nearly \$700,000.

Joshua Daniel Mosshart Losses | Klayman & Toskes

nasd-law.com/tag/joshua-daniel-mosshart-losses/

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Recent Posts. NOTICE TO WOODBRIDGE GROUP OF COMPANIES' INVESTORS – The Securities Arbitration Law Firm of Klayman & Toskes, P.A. Commences Investigation after Bankruptcy Filing · Klayman & Toskes, P.A. Launches GoFundMe Relief Campaign for Puerto Rico · Notice to Clients of Austin Richard Dutton Jr.

EX #3

complaints against LPL Financial Joshua Mosshart CA Archives ...

<https://www.securitieslawyer.com/.../complaints-against-lpl-financial-joshua-mosshart-...>

1 Cached

Joshua Daniel Mosshart, General Securities Representative and General Securities Principal CRD No. 3174050 According to FINRA in May, 2011, **Joshua** [...] Read More. Contact Us Nationwide USA. 2335 E. Atlantic Blvd. Suite 405, Pompano Beach, FL 33062. Phone: 1 (888) 760-6552. Fax: 1 (954) 760-6553.

Joshua Mosshart - Patrick McMullan Company

[www.patrickmcmullan.com/site/search.aspx?](http://www.patrickmcmullan.com/site/search.aspx?t=person&s=Joshua+Mosshart)

[t=person&s=Joshua+Mosshart](http://www.patrickmcmullan.com/site/search.aspx?t=person&s=Joshua+Mosshart)

Search Results. Print this Page. Person: **Joshua Mosshart**. Results per Page: 16, 24, 32, 40, 48, 56, 64, ALL. Page: <<. 1 of 1. >> 1 Search Results. Key: URL Preview Add to Cart. (select all) ...

Individuals Barred by FINRA - M | FINRA.org

www.finra.org/industry/individuals-barred-finra-m

1 Cached

5518771, CHADRICK ALAN MOSS. 6480510, JEFFREY M MOSS. 5535804, **JOSHUA** WILLIAM MOSS. 3174050, **JOSHUA** DANIEL **MOSSHART**. 3196323, RICHARD KEVIN MOTARJEME. 1815781, ROGER JACK MOUALLEM. 2738403 , EDWARD RAY MOUNTS. 2251206, AHMAD MOUSSAVI. 341765, VICTOR MOWAT.

EXHIBIT 11

MOSSHART AGREEMENT

The following are the terms of the agreement dated As of January 1, 2012 by and between Enviro Board Corporation ("EBC") on the one hand, and Malia Ventures LLC, ("MVL") on the other hand for the services of Joshua Mosshart ("Mosshart") as set forth hereinbelow ("Agreement").

1.e Services: Mosshart is hereby engaged to be President and shall personally render all services reasonably necessary and advisable in such capacity on a full time basis.e

2.e Term: The term of this Agreement shall be seven (7) years commencing on the date set forth hereinabove ("Term").e

3.e Compensation: Provided Mosshart performs all of the terms and conditions of this Agreement and is not in material breach hereof, EBC shall pay MVL the following compensation in respect of Mosshart's services during the Term hereunder:

a. Fixed Compensation: MVL shall be paid one hundred twenty thousand dollars (\$120,000) for the twelve (12) month period commencing on the date set forth in grammatical paragraph one hereinabove, payable in equal monthly installments on the first day of each month ("Fixed Compensation").e Thereafter and throughout the Term hereof for each such next twelve (12) month period, Fixed Compensation shall be re-set within sixty (60) days prior to the annual anniversary date of this Agreement but in no event shall such Fixed Compensation be re-set at a rate lower than the then current rate of Fixed Compensation.e

b.e Bonus Compensation: MVL shall be paid (i) ten per cent (10%) inclusive of all third parties, relating to financing as and when financing occurs that is the result of parties introduced by Mosshart who make an investment of debt or equity capital in EBC which shall be inclusive of any other agreement by which Mosshart receives an economic benefit relating to such introductions, (ii) three and one third per cent (3.33%) of the net cash proceeds of the economic benefit of tax credits received by EBC as and when EBC receives such economic benefit, and (iii) ten per cent (10%) of the gross proceeds of the economic benefit of global mill sales received by EBC as and when EBC receives such economic benefit which shall be inclusive of any other agreement by which Mosshart receives an economic benefit relating to global mill sales.e

c.e Profit Sharing Compensation: MVL shall be paid profit sharing compensation computed on the basis of earnings before amortization, depreciation, and income taxes at the end of the fiscal year ("Earnings"), which such Earnings shall be multiplied by ten per cent (10%) ("MVL Profit Sharing"). MVL Profit Sharing shall be paid on or before January 31 for the preceding fiscal year.e

d. Stock Options: EBC has authorized three thousand (3,000) shares of one class of voting non-dividend common stock ("EBC Class A"). Mosshart shall have an Incentive Stock Option to acquire one hundred and fifty (150) shares of EBC Class A for the sum of one dollar (\$1) at any time ninety one (91) days after the first date Mosshart has made introductions that result in the

sale of two million six hundred thousand dollars (\$2,600,000) in accordance with the EBC BEFC Bond Offering ("Mosshart Stock"). EBC contemplates an IPO spin-off of E-Wall and other possible spin-offs and stock offerings that may and likely will result in additional EBC equity authorizations. Mosshart Stock shall not be diluted unless (i) additional EBC equity has been authorized and issued, and (ii) additional authorized and issued equity dilutes all EBC Class A on a pro-rata basis.

4.e Overhead: EBC shall, throughout the Term hereof, and in connection with Mosshart's services hereunder and at Mosshart's election, make available for Mosshart or reimburse MVL for provisions set forth hereinbelow on the first day of each month for the twelve (12) month period commencing on the date set forth in grammatical paragraph one hereinabove. Thereafter and throughout the Term hereof for each such next twelve (12) month period, such provisions shall be re-set within sixty (60) days prior to the annual anniversary date of this Agreement but in no event shall such provisions be re-set at a rate lower than the then current rate of such provisions.

a.e the use of or reimbursement for a secretary/executive assistant as reasonably required and if used.e

b.e the use of or reimbursement for an office, furnishings, equipment, and telephone.e

c.e reimbursement for reasonable major medical insurance coverage including reimbursement for reasonable uninsured and or uncovered medical and dental costs for Mosshart that shall include Mosshart's spouse and children.e

d.e the use of or reimbursement for an automobile, insurance, gas and maintenance at the monthly rate of one thousand dollars (\$1,000).e

e.e all payroll and other taxes that EBC would have incurred had Mosshart been employed directly by EBC.e

e.e reasonable travel expenses provided such travel is authorized by EBC.e

5.e Termination: If Mosshart's services are terminated (i) by EBC other than for cause (as defined hereinbelow) or (ii) by Mosshart for cause (as defined hereinbelow), EBC shall pay to MVL all sums set forth in numerical paragraph 3 hereinabove. For the purposes of this numerical paragraph 5, EBC termination "for cause" shall be deemed to exist upon (a) the conviction of Mosshart, or the entry of a pleading of guilty or nolo contendere by Mosshart to any crime involving moral turpitude that may reasonably adversely reflect on EBC or any felony, (b) willful misconduct in connection with the Mosshart's duties or willful failure to use reasonable effort to perform substantially his responsibilities in the best interest of EBC (including, without limitation, material uncured breach by Mosshart of this Agreement), except in cases involving the mental or physical incapacity or disability of Mosshart, (c) derogatory or disparaging comments about management or EBC or EBC products without regard to whether or not such defamatory, derogatory or disparaging comments are truthful, or (d) any material uncured or incurable breach of the Agreement; provided however, that EBC may terminate Mosshart's services only after the failure by Mosshart to cure or to commence and continue to pursue the curing of such curable refusals within 30 days or such

other shorter reasonable period after receipt by Mosshart of written notice by the EBC of each specific claim of any such misconduct or failure. "Willful misconduct" and "willful failure to perform" shall not include actions or inactions on the part of Mosshart that were taken or not taken in good faith by Mosshart. For the purposes of this numerical paragraph 5, Mosshart termination "for cause" shall be deemed to exist upon: (a) a material change in the reporting responsibilities of Mosshart to someone other than the Co-Chairman of the Board and Co-CEO, (b) a substantial diminution of the Mosshart's responsibilities, (c) any reduction in Mosshart's level of compensation without the approval of Mosshart, and (d) a difference in professional opinion regarding including or excluding disclosure in EBC's financial or other reporting of some item or event such that the Mosshart reasonably believes would be a violation of law. Compensation set forth in numerical paragraphs 3(b) and 3(c) shall continue in full force and effect and without change for the Term if Mosshart's services are terminated by EBC other than for cause (as defined in numerical paragraph 5 hereinabove) or by Mosshart for cause (as defined in numerical paragraph 5 hereinabove).

6. Stock Acquisition: The owner of Mosshart Stock upon Mosshart's death shall have the right to require EBC to acquire all or any portion of Mosshart's Stock at a value determined in good faith by and between EBC and the owners of Mosshart Stock. If and to the extent EBC and such owner cannot agree on Mosshart Stock value, then in that event (i) EBC shall promptly engage an appraiser to value Mosshart Stock, the owner of Mosshart Stock shall promptly engage an appraiser to value Mosshart Stock, and each of such two appraisers shall promptly engage a third appraiser to appraise Mosshart Stock, and (ii) Mosshart Stock value shall be the average of the value identified by each of the aforementioned three appraisers ("Mosshart Stock Value"). If and to the extent the owner of Mosshart Stock elects to require EBC to acquire all or any portion of Mosshart Stock and EBC does not have the financial ability to acquire all or any portion of Mosshart Stock for cash, then in that event whatever Mosshart Stock the owner of Mosshart Stock elects to require EBC to acquire, EBC shall acquire such Mosshart Stock by issuing a promissory note to the owner of Mosshart Stock which shall be collaterally secured by Mosshart's Stock that is the subject of the acquisition of Mosshart Stock ("Collaterally Secured Promissory Note"). The Collaterally Secured Promissory Note shall bear a two (2) year maturity, interest shall be payable monthly on the 25 day of the month, and the interest rate shall be set quarterly on the first day of each quarter following the Mosshart Stock Value date at a rate of eight hundred (800) basis points over five (5) year US Treasury Notes.

7. Work Product: All of Mosshart's work product relating to this Agreement whether directly or indirectly in connection with technology, design, product development, research and development, patent rights, copyrights, trademarks, intellectual property and otherwise whether during or before this Agreement is and shall remain the property of EBC ("Work Product"). Mosshart hereby agrees to execute any and all documents relating to Work Product including patent applications for patents in the name of EBC as EBC reasonably deems appropriate.

8. Trade Secrets: Mosshart shall not disclose or cause to be disclosed to any third parties any information directly or indirectly relating to trade secrets and the underlying technology whether in the form of a work product, patent, patent application, copyright, trademark, intellectual property or

otherwise now known or unknown and which now exists or now does not exist without the written consent of EBC.

9.o Confidentiality: All information that has been or shall be transmitted to Mosshart whether or not within the Term hereof and by any medium and for any purpose which is directly or indirectly related to EBC or to individuals or to companies directly or indirectly related to the EBC, shall only be used in connection with an EBC business purpose and shall not be disclosed by Mosshart to any third party without the prior written consent of EBC. Said information is and shall remain the absolute property of the EBC. This provision shall survive the Term of this Agreement.

10.o Covenant Not to Compete: Mosshart does hereby agree that Mosshart shall in no event compete with the business of EBC or any significant portions thereof within the period of two (2) years following the date Mosshart is no longer employed by EBC.

11.o Errors and Omissions Insurance: EBC shall cause to be issued an errors and omissions insurance policy in the name of EBC and such policy shall name Mosshart and MVL as additional insured's on such policy. Said errors and omissions policy shall be issued by an insurance company that has a rating equal or superior to an "A" rating by A.M. Best Company. This provision shall survive the Term of this Agreement.

12.o Indemnification: Notwithstanding numerical paragraph 10. hereinabove, EBC shall indemnify and hold Mosshart and MVL harmless from each and every liability and cost of every kind including legal fees and costs in defense of litigation or threatened litigation and judgments relating to this Agreement unless such liability or cost is for non-dischargeable fraud as defined in US Bankruptcy Law as a final adjudicated determination. This provision shall survive the Term of this Agreement.

13.o Notices: All notices, requests, and other communications under this Agreement shall be in writing and shall be presumed, subject to adequate proof to the contrary, to have been delivered twenty-four (24) hours after having been sent by overnight courier, or when sent by facsimile; and, in each case, addressed to the respective parties at the addresses set forth below or to such other changed addresses as the parties may have identified by notice; provided, however, that any change of address shall be effective only upon receipt.

To EBC:

Attn: William Camp, Esq.
Co-Chairman, Co-CEO, and General Counsel
1 Market Street, Suite 402
Camden, New Jersey 08033

and

Glenn B. Camp
Co-Chairman and Co-CEO
2409 Three Springs Dr.
Westlake Village, California 91361

Exhibit 11

To Mosshart and MVL:

14.o Right to Cure: Any party alleging a breach of this Agreement or any provision thereof, shall provide written notice of the alleged breach too such party which notice shall articulate with specificity each and every such alleged breach. The party against whom such breach has been so alleged shall have thirty (30) days from receipt of such written notice thereof to cure such alleged breach unless such breach is reasonably deemed by EBC management to be incurable.o

15.o Litigation Costs: In the event that litigation arises in connection with this Agreement, the prevailing party shall be entitled to the recovery from the other party of reasonable attorney's fees and costs incurred by the prevailing party in such litigation.o

16.o Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, heirs, executors, administrators, successors, and assigns of all such parties or persons.o

17.o Governing Law and Jurisdiction: This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware.o The parties hereto consent to the jurisdiction of the courts and State of Delaware.o

18.o Severability: If any provision herein, or the application thereof too any circumstances, is found to be unenforceable, invalid or illegal, such provision shall be deemed deleted from this Agreement or not applicable too such Agreement circumstances, as the case may be, and the remainder of this Agreement shall not be affected or impaired thereby.o

19. Effect of Waiver: No waiver of any term, provision or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a further waiver of any such term, provision or condition or as a waiver of any other term, provision or condition.o

20.o Pronouns and Number: When the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural and conversely.o

21. Section Headings: The section headings contained herein are inserted only for convenience and shall not affect the construction or meaning of any of the terms hereof.o

22.o Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.o

23.o Assignment: MVL and Mosshart shall and do have the absolute right too assign all or any portion of the Agreement provided such assignment does not materially affect Mosshart's services hereunder.o

Exhibit 11

24.c Modification: Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged.

25.c Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto directly or indirectly involving or relating to the parties hereto and to the individuals and other companies directly and indirectly related to any of the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or any directly or indirectly related party, or anyone acting on behalf of any party or directly or indirectly related party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement that has been made or which shall be made shall be valid or binding on any party or directly or indirectly related party unless said agreement, statement, or promise is made in writing and such writing has been signed by the party to be charged.

Agreed, executed, and delivered on the date set forth in grammatical paragraph one of this Agreement.

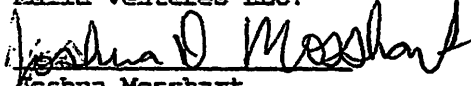
Enviro Board Corporation:



Co-Chief Executive Officer

Glenn B. Clark

Malia Ventures LLC:



Joshua Mosshart

06-02-2012



Urgent question.

E. Connie Kim <[REDACTED]@gmail.com>
To: [REDACTED]@gmail.com

Thu, Jun 9, 2011 at 8:16 AM

Hi, Joshua

Hope we can meet again today if possible at your office. Please call me for the time.

I sent email to Glenn last night as you made me very unhappy giving me an impression that you don't care whether I invest or not.

May be you have too many investors now, so you don't need me anymore(?).
Your attitude is changed now.

I would like to clarify the followings:

1.a What is your role in the company Joshua? Are you just a investor or partner to control Glenn's business?a

You told me that you are going to get the license for business and will share your office with Glenn.
I am confused as you are not so clear for many things.a

2.a Do you have the company by-laws ? I want to see how they will conduct business.a

Business plan is not the by-law.

3.a I want to know also if the terms of your shareholder agreement are the same as for all other investors at this stage.

Thank you for your cooperation.

Connie Kim

Exhibit # 2

Joshua Mosshart [REDACTED]@gmail.com>
To: "E. Connie Kim" [REDACTED]@gmail.com>
Bcc: Glenn Camp [REDACTED]@enviroboard.com>

Thu, Jun 9, 2011 at 9:28 AM

Connie,

I am sorry for any confusion. This e-mail should clarify the roles.

I am an investor in Enviro Board. I also help Glenn with the machine sales and licensing.
Glenn is opening an office here in the Executive suites that I will work out of in the afternoon.
All investments and investment related agreements and contracts are done through Glen Camp and Bill Peiffer.
Glenn and Bill mentioned to me we have about 350 shares available and would welcome other investors.
Glenn would have the answers to if the terms are all the same or not. From my understanding you can only purchase stock or have a debenture.

You can request the by-laws from Glenn.

My terms are the same for everyone purchasing common A stock.

We can meet this afternoon just give me a call or e-mail.

Any agreements or investment changes would have to be discussed through Bill and Glenn because they are the founders of the company.

I am only a shareholder and I do sales and licensing of technology.

I am very happy that you are participating Enviro Board it is a great business that will help many people all over the world.

Best

[Quoted text hidden]

Exhibit #2

Exhibit 12

Affidavit of Roy Christofferson

State of California
County of Los Angeles

The undersigned, Roy Christofferson, do hereby swear, certify, and affirm that:

1. I am over the age of 18 and am a resident of the State of California, I have personal knowledge of the facts herein, if called as a witness, could testify completely thereto.
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.
3. Joshua D. Mosshart did not disgorge me to make an investment in Enviro Board Corporation.
4. Joshua D. Mosshart made me aware Enviro Board Corporation is an outside investment of LPL and only Glenn Camp handles the investments and this is not his role in company.
5. Joshua D. Mosshart only referred me to Glenn Camp and only provided me with supporting information at my request about Enviro Board Corporation.
6. I did not purchase securities of Enviro Board Corporation through Joshua D. Mosshart.
7. I did not place securities orders through Joshua D. Mosshart in Enviro Board Corporation.

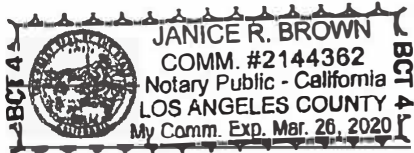
I declare under penalty of perjury that the foregoing is true and correct.

Executed 10th day of JANUARY, 2017

Roy Christofferson
Roy Christofferson

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Los Angeles
Subscribed and sworn to (or affirmed) before me
on this 10 day of January, 2017
by Roy Christofferson
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature Janice R. Brown



United States District Court
Central District of California
Western Division

Case No.: 2:16-CV-06427-R-SS

Securities and Exchange Commission

Plaintiff

-VS-

Joshua D. Mossharto

Defendant

AFFIDAVIT

I Joseph Mavilia in Los Angeles, California, MAKE OATH AND SAY THAT:

1. I am over the age of 18 and am a resident of the State of California, I have personal knowledge of the facts herein, if called as a witness, could testify completely thereto.o
2. I suffer no legal disabilities and have personal knowledge of the facts set forth below.o
- 3.o Joshua D. Mosshart did not disgorge me to make an investment in Enviro Board Corporation.o
4. Joshua D. Mosshart made me aware Enviro Board Corporation is an outside investment of LPL and only Glenn Camp handles the investments and this is not his role in company.o
- 5.o Joshua D. Mosshart only referred me to Glenn Camp and only provided me with supporting information at my request about Enviro Board Corporation.o
- 6.o I did not purchase securities of Enviro Board Corporation through Joshua D. Mosshart.o
- 7.o I did not place securities orders through Joshua D. Mosshart in Enviro Board Corporation.o


Joseph Mavilia

Exhibit 7
12/28/16, 5:30 PM



Enviro Board Corporation -- Securities Compliance

[redacted].com <[redacted]r@aol.com>
To: scott@docsaerospace.com
Cc: glenn@enviroboard.com, [redacted]@gmail.com

Mon, Jun 20, 2011 at 1:08 PM

We have engaged the law firm Troy and Gould as and for securities counsel. The senior partner representing Enviro Board Corporation is Istvan Banko, Esq.

We have been advised that a Reg D Filing is discretionary, meaning not required. Therefore we have elected to not file a Reg D.

Our stock offering is pursuant to Section 4(2) of the Securities Act which requires no SEC Filing of any kind. Therefore we have been, are, and will continue to be in full compliance with SEC Filings.

The State of California requires a Notice and Consent to Service of Process Form, not a registration. The Form is 25102 F, it has not been filed, and Troy and Gould is now in the process of filing Form 25102 F on our behalf. We will tell you when Troy and Gould has filed it.

Our offering documents should have additional disclaimers. I am in the process of drafting those disclaimers in order to minimize fees, which Troy and Gould will then review. Troy and Gould will then add to and subtract from the offering documents as the case may be in order to finalize revised offering documents.

William Peiffer, Esq.
Co-Chairman, Co-CEO
and General Counsel
Enviro Board Corporation
The Victor Building
1 Market Street, Suite 402
Camden, New Jersey 08102

Telephone: 856 225 9000
Email: [redacted]r@aol.com

scott@docsaerospace.com <scott@docsaerospace.com>
Reply-To: scott@docsaerospace.com
To: Bill Peiffer <[redacted]@aol.com>
Cc: Glenn Camp <glenn@enviroboard.com> [redacted]@gmail.com

Mon, Jun 20, 2011 at 1:16 PM

Excellent! Thanks for the update.

Sent via BlackBerry by AT&T

From: [redacted]@aol.com
Date: Mon, 20 Jun 2011 at 16:08:38 EDT
To: <scott@docsaerospace.com>
Cc: <glenn@enviroboard.com>; <[redacted]@gmail.com>
Subject: Enviro Board Corporation – Securities Compliance
[Quoted text hidden]

Exhibit 4

ADDENDUM "A"
TO
Asset Purchase Agreement

THIS ADDENDUM to the Asset Purchase Agreement (the "Agreement") shall be effective as of August 23, 2012, (the "Effective Date"). All terms and conditions of the Agreement not modified herein remain in full force and effect. Any conflict between the provisions of the Agreement and this Addendum shall be resolved in favor of this Addendum. Each capitalized term used in this Addendum, but not defined herein, shall have the same meaning ascribed to such term in the Agreement and such definitions are incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION IV. METHOD(S) FOR PAYMENT OF PURCHASE PRICE; NEW CLIENT REFERRALS

- A. The Purchase Price for the Assets shall be paid as follows:
 - 3) Adjustable Promissory Note.

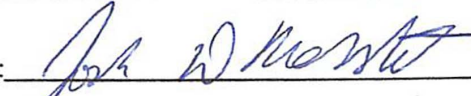
An adjustable promissory note ("Note") will be issued in the amount of \$75,000.00 and carry an interest rate of 4%. The Note assumes that 90% or more of the Acquired Gross Annual Revenue, as measured from the date of Closing, remains with the Buyer (see "Adjustment Mechanism" below) 12 months after Closing. At Closing, for the purpose of this measurement, the parties agree that the acquired Gross Annual Revenue is \$70,000.00

The Note will be secured against the assets of the business and will be personally guaranteed by Buyer(s). The Note will be paid in full within 39 months following Closing. Terms of the Note will call for 12 equal quarterly payments, beginning on December 1, 2012, and continuing on the same day of each successive quarter until paid in full.

Adjustment Mechanism: The Adjustable Note may be adjusted one time as follows: In the event that the Gross Annual Revenue from the Client Accounts set forth in Exhibit 1 at the time of Closing, agreed by the Parties to be \$70,000.00 (the "Acquired Gross Annual Revenue"), is less than 90% of such amount on the one year anniversary of Closing (the "Adjustment Date"), then the face amount of the Adjustable Note shall be adjusted upward by each percentage point below 100%, and the reduction applied against the remaining principal balance to be taken equally over the course of all the remaining payments. For example, if only 85% of the Acquired Gross Annual Revenue has been received by the Buyer on the one year anniversary of Closing, the face amount of the Adjustable Note shall be reduced by 15% to be reflected equally in the remaining Adjustable Note payments. For purposes of making such a determination, the Gross Annual Revenues received by Buyer shall be measured for a period of the 6 months prior to the Adjustment Date, and such six months results' shall be annualized (multiplied by two) to determine the Gross Annual Revenue actually transferred to Buyer

Buyer: 

By: Neil Elmouchi

Seller: 

By: Joshua Daniel Mosshart

DATED: 8-7, 2012

DATED: 8-7, 2012