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11  
12 **UNITED STATES DISTRICT COURT**  
13 **CENTRAL DISTRICT OF CALIFORNIA**  
14

15  
16 SECURITIES AND EXCHANGE  
COMMISSION,

17 Plaintiff,

18 vs.

19 NICHOLAS LOUIS GERANIO,  
20 KEITH MICHAEL FIELD,  
21 THE GOOD ONE, INC., and  
22 KALEIDOSCOPE REAL ESTATE, INC.,

23 Defendants, and

24 BWRE HAWAII, LLC

25 Relief Defendant.  
26  
27  
28

Case No.

**COMPLAINT FOR INJUNCTIVE  
RELIEF, DISGORGEMENT,  
PENALTIES AND OTHER RELIEF,  
FOR VIOLATIONS OF THE  
FEDERAL SECURITIES LAWS AND  
DEMAND FOR JURY TRIAL**

1 Plaintiff Securities and Exchange Commission (“Commission”) alleges as  
2 follows against the defendants named above:

3 **SUMMARY**

4 1. The Commission brings this securities fraud action seeking relief from  
5 Defendants’ critical role in a \$35 million scheme to manipulate the market and to  
6 profit from the issuance and sale of stock through offshore boiler rooms.

7 2. From approximately April 2007 to September 2009 (“the relevant  
8 time period”), the scheme worked as follows: Nicholas Louis Geranio (“Geranio”)  
9 organized eight U.S. companies (the “Issuers”); installed management, including  
10 his longtime business partner Keith M. Field (“Field”); and entered into consulting  
11 agreements with the Issuers through his *alter-ego* companies The Good One, Inc.  
12 and Kaleidoscope Real Estate, Inc. (“Kaleidoscope”). Through The Good One’s  
13 and Kaleidoscope’s consulting agreements, Geranio set up a common system to  
14 raise money through the Issuers’ sale of Regulation S shares to offshore investors  
15 by boiler rooms that Geranio recruited. Regulation S stock is stock that is exempt  
16 from registration with the Commission because it is offered solely to investors who  
17 are located outside the United States.

18 3. Field, an officer, director and/or investor-relations representative of  
19 each of the Issuers, drafted materially misleading business plans, marketing  
20 materials, and website material for the Issuers. The offshore boiler rooms provided  
21 these materials to investors as part of their fraudulent solicitation efforts.

22 4. Geranio directed traders, including Field, to engage in matched orders  
23 and manipulative trades to establish artificially high prices for at least five of the  
24 Issuers’ stock and to deceptively convey to the market the impression that  
25 legitimate transactions had created *bona fide* prices for the stock.

26 5. This manipulation was critical to the scheme. In particular, the boiler  
27 rooms, as part of their fraudulent solicitation efforts, informed the investors that  
28 they were offering them Regulation S shares at a discount to the then publicly-

1 traded stock price. Thus, the manipulation of the publicly-traded stock price  
2 allowed the boiler rooms to sell the Regulation S shares at a higher price to the  
3 overseas investors.

4 6. The boiler rooms, teams of unregistered telemarketers operating  
5 mostly from Spain, used high-pressure sales tactics and material false statements  
6 and omissions to induce the investors (many of them elderly and located in the  
7 United Kingdom) to buy the Issuers' Regulation S stock. Based on a structure  
8 created by Geranio, the boiler rooms directed the investors to send their money to  
9 escrow agents in the U.S.

10 7. Under Geranio's oversight, the escrow agents paid 60% to 75% of the  
11 approximately \$35 million in proceeds to the boiler rooms as their sales markups,  
12 kept 2.5% as their fee, and paid the remaining proceeds to the Issuers. The Issuers'  
13 (or in some cases the escrow agents) then funneled approximately \$2.135 million of  
14 the proceeds of the Regulation S sales to Geranio, through The Good One and  
15 Kaleidoscope. The Issuers and the escrow agents paid Field approximately  
16 \$279,000.

17 8. By committing the acts described in this Complaint, Geranio, Field,  
18 The Good One and Kaleidoscope directly or indirectly engaged in and, unless  
19 restrained and enjoined by the Court, will continue to engage in, transactions, acts,  
20 practices and courses of business that violate Section 17(a)(1) and (3) of the  
21 Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77q(a)(1) & (3)] and  
22 Section 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act") [15  
23 U.S.C. § 78j(b)] and Rule 10b-5(a) and (c) [17 C.F.R. § 240.10b-5(a) and (c)].  
24 Field also directly or indirectly engaged in acts, practices or courses of business  
25 that violate Securities Act Section 17(a)(2) [15 U.S.C. § 77q(a)(2)], and aided and  
26 abetted the Issuers' violations of Exchange Act Section 10(b) [15 U.S.C. § 78j(b)]  
27 and Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)]. Geranio also is liable as a control  
28 person of The Good One and Kaleidoscope under Exchange Act Section 20(a) [15

1 U.S.C. §78u(a)].

2 9. The Commission seeks a judgment from the Court: (a) enjoining the  
3 defendants from engaging in or aiding and abetting future violations of the federal  
4 securities laws named above; (b) ordering them to disgorge, with prejudgment  
5 interest, all ill-gotten gains obtained as a result of the securities violations  
6 described in this Complaint; (c) requiring them to pay civil money penalties  
7 pursuant to Securities Act Section 20(d) and Exchange Act Section 21(d)(3) [15  
8 U.S.C. §§ 77t(d), 78u(d)(3)]; (d) barring them from participating in any offering of  
9 penny stock pursuant to Securities Act Section 20(g) and Exchange Act Section  
10 21(d)(6) [15 U.S.C. §§ 77t(g), 78u(d)(6)]; (e) barring Geranio and Field from  
11 serving as an officer or director of an issuer that has a class of securities registered  
12 pursuant to Section 12 of the Exchange Act, as amended [15 U.S.C. § 78l] or that  
13 is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C.  
14 § 78o(d)], pursuant to Securities Act Section 20(e) and Exchange Act Section  
15 21(d)(2) [15 U.S.C. §§ 77t(e), 78u(d)(2)]; and (f) requiring the relief defendant to  
16 disgorge all funds it received from Defendants' ill-gotten gains or by which it has  
17 been unjustly enriched, including all investor funds transferred to it or used for its  
18 benefit, including prejudgment interest thereon.

19 **JURISDICTION AND VENUE**

20 10. The Court has jurisdiction over this action pursuant to Securities Act  
21 Section 20(b) and (c) and Exchange Act Sections 21(d) and (e) and 27 [15 U.S.C.  
22 §§ 77t(b) & (c), 78u(d) & (e), 78aa]. The defendants made use of the means or  
23 instruments of interstate commerce, of the mails, or of the facilities of a national  
24 securities exchange in connection with their acts, transactions, practices and  
25 courses of business alleged in this Complaint.

26 11. Venue lies in the United States District Court for the Central District  
27 of California pursuant to Securities Act Section 22(a) and Exchange Act Section  
28 27 [15 U.S.C. §§ 77v(a) and 78aa] in that certain of the acts, practices and courses

1 of business constituting the violations described in this Complaint occurred in this  
2 District and one or more of the defendants reside in this District.

### 3 THE PARTIES

4 12. The plaintiff is the Securities and Exchange Commission, which  
5 brings this action pursuant to the authority conferred on it by Securities Act  
6 Section 20(b) and (c) and Exchange Act Section 21(d) and (e) [15 U.S.C. §§ 77t(b)  
7 & (c), 78u(d) & (e)].

8 13. Defendant Nicholas Louis Geranio, also known as Nick Louis, is a  
9 resident of Haleiwa, Hawaii. During the relevant time period, he controlled The  
10 Good One and Kaleidoscope. On July 14, 2000, Geranio settled an emergency  
11 enforcement action that the Commission filed against him on April 30, 1999,  
12 consenting to an injunction against future violations of the antifraud provisions for  
13 his role in an alleged offering fraud involving California Laser Company. *SEC v.*  
14 *Nicholas L. Geranio and California Laser Company*, Civil Action No. 99-4702  
15 WJR (AIJ) (C.D. Cal. Jul. 7, 1999), SEC Lit. Rel. No. 16628 (Jul. 14, 2000). On at  
16 least one occasion during the relevant period, Geranio used an address at a UPS  
17 Store in Calabasas, California to procure services for Green Energy Live.

18 14. Defendant Keith Michael Field is a resident of Sherman Oaks,  
19 California who works out of his home. During the relevant time period and since  
20 2006, he was Chairman of Mundus Group, Inc. Since 2007, he was the Chairman  
21 of Spectrum Acquisition Holdings, Inc. From 2007 to 2009, he was the Chairman  
22 of United States Oil and Gas, Inc. and Green Energy Live, Inc. From 2003 to  
23 2006, he was a director of Wyncrest, Inc. He also served as a director of Power  
24 Nanotech. Previously, Field had served as Director of Sales and Marketing for  
25 California Laser Company.

26 15. Defendant The Good One, Inc., a Nevada corporation, is a financial  
27 consulting company that purports to provide general financial and business advice.  
28 Geranio's former wife is The Good One's Director, Secretary and Treasurer.

1 During the relevant period, The Good One used as its business address a UPS Store  
2 in Las Vegas, Nevada and also on a few occasions an address at a UPS store in  
3 Calabasas, California.

4 16. Defendant Kaleidoscope Real Estate, Inc., a Nevada corporation, is a  
5 financial consulting company that purports to provide general financial and  
6 business advice. Geranio's girlfriend is the President, Secretary, Director and  
7 Treasurer of Kaleidoscope.

8 17. Relief defendant BWRE Holdings, LLC is a domestic limited liability  
9 company based in Hawaii.

10 **RELATED ENTITIES (THE "ISSUERS")**

11 18. Green Energy Live, Inc. ("Green Energy") is a Nevada corporation,  
12 with its principal office located in Wyoming, Michigan. On November 19, 2008,  
13 Green Energy began trading publicly on the OTC Bulletin Board under the symbol  
14 "GELV.OB."

15 19. Spectrum Acquisition Holdings, Inc. ("Spectrum") is a Nevada  
16 corporation, with its principal office located in Austin, Texas. In March 2008,  
17 Western American Mining became the majority owner of Spectrum, and on March  
18 17, 2008, Spectrum began trading on the OTC Bulletin Board under the symbol  
19 "SPAH.OB."

20 20. United States Oil & Gas Corp. ("USOG") is a Delaware corporation,  
21 with its principal office located in Austin, Texas. On April 17, 2008, USOG shares  
22 began trading on the OTC Bulletin Board under the symbol "USOG.OB." On June  
23 7, 2011, the Commission suspended trading in USOG stock because of questions  
24 regarding the adequacy and accuracy of publicly available information about the  
25 company.

26 21. Mundus Group, Inc. ("Mundus") is a Nevada corporation, with its  
27 principal office located in Chatsworth, California. Mundus shares are quoted on  
28 OTC Link under the symbol "MNDP."

1 22. Blu Vu Deep Oil & Gas Exploration, Inc. ("Blu Vu") was a Nevada  
2 corporation with its principal office in Seattle, Washington. On May 26, 2010,  
3 Deltron, Inc., a Nevada corporation, with its principal office located in Garden  
4 Grove, California, acquired all the assets of Blu Vu. Deltron shares are quoted on  
5 OTC Link under the symbol "DTRO."

6 23. Wyncrest Group, Inc. ("Wyncrest") is a Nevada corporation, with its  
7 principal office in Palos Park, Illinois. Wyncrest shares were quoted on OTC  
8 Bulletin Board under the symbol "WYCT.OB" until January 29, 2009 when the  
9 trading symbol changed to "WNCG.OB"

10 24. Microresearch Corp. ("Microresearch") was a Nevada corporation  
11 with a principal office in Orcutt, CA. Beginning on April 18, 2008, Microresearch  
12 shares were quoted on the OTC Bulletin Board under the symbol "MCEA.OB."  
13 On June 29, 2009, Microresearch merged with Insight Management Corp. Insight  
14 Management securities are quoted on OTC Link under the symbol "ISIM."

15 25. Power Nanotech, Inc. ("Power Nanotech") was a Nevada corporation,  
16 with its principal office in Port Washington, New York. Corporate records reflect  
17 that Power Nanotech was dissolved on April 19, 2011.

## 18 FACTS

### 19 A. How the Fraudulent Scheme Worked

20 26. Concealing his role from investors and the public at all times by  
21 acting through The Good One and Kaleidoscope, Geranio organized the Issuers,  
22 installed management, and introduced the Issuers to offshore boiler rooms he had  
23 recruited. The offshore boiler rooms used assumed business names and maintained  
24 slick websites and mail drops in those names.

25 27. In fact, the boiler rooms were call centers staffed with telemarketers  
26 each run by one unregistered trader, typically an ex-patriate U.S., British or  
27 Australian residing in Spain, who had his or her own team and competed with  
28 other teams to sell the Regulation S shares of the Issuers. The boiler rooms used

1 false and misleading, high-pressure sales tactics to sell the Issuers' Regulation S  
2 shares, and received most of the sales proceeds.

3 28. The Issuers received 20% to 30% of the total proceeds of the boiler  
4 room sales. A substantial amount of the proceeds that did find its way back to the  
5 Issuers paid Geranio's hand-picked Issuer-CEOs and Field or was funneled to  
6 Geranio through the "consulting fees" the Issuers paid The Good One and  
7 Kaleidoscope.

8 29. Geranio worked behind the scenes to keep the Issuers' publicly-traded  
9 shares trading at prices conducive to the boiler room sales. He did this by directing  
10 Field, personal friends, and others to open accounts and buy or sell publicly-traded  
11 shares in at least five of the Issuers as part of matched orders and manipulative  
12 trades that created the impression of active trading and market value that the  
13 Issuers' stock would not have otherwise had.

14 30. The manipulative trades allowed the boiler rooms to sell Regulation S  
15 shares to overseas investors at higher prices as part of their fraudulent solicitation  
16 efforts.

17 **B. Geranio Found, Organized and Controlled the Issuers**

18 31. According to a common system he devised, Geranio, and others at his  
19 direction, created the Issuers, installed management, created consulting  
20 arrangements with the Issuers (through The Good One and Kaleidoscope), and  
21 instructed management about how to run the Issuers. In essence, Geranio served as  
22 an undisclosed founder and executive officer of the Issuers.

23 32. During the relevant time period, Geranio located and acquired shell  
24 companies through a "prospecting" system that he developed. As part of this  
25 system, Geranio sent out letters to shell companies he identified from lead-lists.  
26 Geranio found the companies that became the Issuers through these prospecting  
27 efforts.

28 33. Geranio then found and appointed management for the Issuers, which

1 typically consisted of Field as a director and/or officer and a CEO who performed  
2 administrative recordkeeping duties related to Regulation S sales and prospecting  
3 for acquisitions. In some cases, Geranio appointed friends or business associates  
4 as officers of the Issuers. For example, the former CEO of Blu Vu was someone  
5 Geranio met “kite surfing” in Malibu.

6 34. During the relevant time period, Geranio also hired the CEOs of  
7 Spectrum, Green Energy, Blu Vu, USOG, and Mundus; the presidents of Power  
8 Nanotech and Wyncrest; and an interim president of Microresearch.

9 35. During the relevant time period, the Issuers had few or no employees,  
10 little or no office space, and no sales or customers. With the exception of a few  
11 standalone, small businesses they purchased: Wyncrest had two or three  
12 employees, no office space, and no sales or customers; Mundus had three  
13 employees, rented 1,500 square feet of office space, and had no sales or customers;  
14 Green Energy had no employees, office space, customers, or products; Blu Vu had  
15 no employees, office space, products, or services; Microresearch and Spectrum had  
16 no employees or office space; and USOG had two employees, one of whom was  
17 the CEO of another Geranio-related company, Power Nanotech.

18 **C. Geranio Instructed Management About How to Run the Issuers**

19 36. During the relevant time period, Geranio instructed the Issuers’ CEOs  
20 on almost every aspect of the businesses, particularly setting up and overseeing the  
21 Regulation S sales.

22 37. When Geranio appointed a CEO for Spectrum, he told the CEO “you  
23 are an accountant ... do as I tell you ... you are a bookkeeper.” Geranio further  
24 told the CEO that his lack of experience didn’t matter because he was just  
25 “keeping track of stuff,” including Regulation S funds, and updating Geranio. The  
26 former CEO related how Geranio explained it to him:

27 “I mean [Geranio’s] like, I’m doing this for – this recipe or this  
28 way of doing, of starting companies, and doing it, and I can

1 raise the funds. We'll find you companies to buy and I just  
2 need someone to keep everything straight. He's like, I'm doing  
3 everything. I just need you to keep it straight. And he's like,  
4 I've done this in the past and we're doing it, and that's what  
5 we're doing."

6 38. Geranio explained to the CEO of USOG that his responsibilities  
7 would consist of "running the company administratively." USOG's CEO  
8 explained,

9 "Initially it was setting up the books for the company and being  
10 introduced to . . . the attorney who handled the document  
11 preparation and the escrow for the fund raising through  
12 Regulation S. So initially it was focused on, mostly on  
13 bookkeeping and the Regulation S. And then . . . the  
14 acquisition side grew. It would be evaluating potential  
15 acquisitions."

16 39. Emblematic of Geranio's control of the Issuers was his involvement  
17 with Mundus. The Mundus CEO exchanged emails with Geranio concerning  
18 Mundus' efforts to: file Form S-1s and Form 10s with the SEC, hire the  
19 company's auditor, provide technical assistance with the company's website,  
20 change Mundus' rating on the pink sheets, engage promoters, sell stock in a Rule  
21 504 offering, and list Mundus on the Frankfurt Stock Exchange. As the Mundus  
22 CEO described it, Geranio reminded him "what... things to do." Geranio also was  
23 involved with doing a reverse split for the company and preparing patents.

24 40. The CEO and the General Counsel of one company (not one of the  
25 Issuers in this case) that Geranio had acquired through the Good One and  
26 organized according to the common methodology outlined above, decided that that  
27 company either had to disclose Geranio's relationship with the company or sever  
28 that relationship. As a result, Geranio stopped working with that company.

1           **D. Geranio Concealed his Role from Investors and the Public by**  
2           **Acting as a Consultant through The Good One and Kaleidoscope**

3           41. During the relevant time period, at Geranio's direction, virtually all of  
4 the Issuers had consulting agreements with The Good One and/or Kaleidoscope.  
5 These agreements required the Issuers to pay The Good One or Kaleidoscope  
6 \$20,000 each per month.

7           42. Geranio sent the CEO of USOG a draft consulting agreement between  
8 Kaleidoscope and USOG, and negotiated the \$20,000 that USOG paid  
9 Kaleidoscope each month pursuant to the agreement.

10          43. Mundus' CEO believed that Mundus' \$20,000 per month consulting  
11 fee paid Geranio.

12          44. These agreements required the Good One and Kaleidoscope to  
13 perform the exact same services, and in fact, the agreements were virtually  
14 identical except for the difference in the names of the companies.

15          45. Both The Good One and Kaleidoscope were, from inception,  
16 substantial shareholders in virtually all of the Issuers, with their combined share  
17 ownership exceeding 80% in certain cases.

18          46. Geranio controlled The Good One and Kaleidoscope.

19          47. During the relevant time period, Geranio's girlfriend was the president  
20 of Kaleidoscope and his former wife was president of The Good One.

21          48. Geranio directed the Issuers and the escrow agents to pay the \$20,000  
22 per month "consulting fees" to bank accounts in the name of The Good One and  
23 Kaleidoscope.

24          49. Geranio controlled these bank accounts, and, at his instruction, the  
25 Issuers and/or escrow agents sent approximately \$2.135 million into those  
26 accounts. Geranio used the funds sent into these accounts to pay his personal  
27 expenses, including payments for his credit cards, home mortgage, automobile, and  
28 even his personal helicopter.

1 50. From time to time and without giving any reason, Geranio directed the  
2 Issuers' CEOs to send money to him through The Good One and Kaleidoscope.

3 51. Geranio used The Good One and Kaleidoscope to conceal his role as  
4 an undisclosed promoter and control person of the Issuers. On September 18,  
5 2009, Geranio explained to Field,

6 "I don't want any of these companies in my name. So we need  
7 to get them out of my name or I close them. So we need to  
8 transfer them to something or get fresh ones. I never want to  
9 raise money with me on them that's all."

10 52. In another instance, at Geranio's request, Field gave instructions to  
11 remove a news article featured on a website that related to the flying car marketed  
12 by Mundus, because that news article mentioned Geranio's name and Geranio "...  
13 had received judgment in 2000" providing "that he was not going to be involved in  
14 the sale of securities."

15 **E. The Issuers' Business Plans and Websites Contained Materially**  
16 **False and Misleading Information**

17 **1. Field Created the Issuers' Marketing Materials**

18 53. During the relevant time period, Field served as an officer, director,  
19 and/or investor relations representative for each of the Issuers. More specifically,  
20 Field at times was the Chairman and a director of Green Energy, Power Nanotech,  
21 USOG, Mundus, Wyncrest, and Spectrum. On some occasions, Field was the only  
22 director at a particular Issuer.

23 54. Field also served as an ad-hoc investor-relations representative for all  
24 the Issuers; he stated, "I was also asked by the presidents [of the Issuers] to help  
25 out in investor relations, because there were obviously problems. And I learned  
26 about those."

27 55. Field admitted that, "When the presidents asked me for help, when  
28 there was a problem when investors were calling and they needed help, I was

1 inside, so it was good save [sic] money. And I knew about the companies, since I  
2 helped write the business plans, and I could be of service.”

3 56. In these roles, Field drafted business plans, press releases, and the  
4 content for the Issuers’ websites. Field also wrote the press releases for Blu Vu,  
5 Green Energy, USOG, Wyncrest and Mundus, and created brochures for all the  
6 Issuers. As Field himself admitted, “I write most everything” for the Issuers.

7 **2. The Issuers’ Marketing Materials Contained Materially**  
8 **False and Misleading Statements**

9 57. The Issuers’ business plans and websites, written by Field, contained  
10 materially false and misleading statements. These statements generally fell into  
11 several categories: use of present tense for hypothetical planned activities; use of  
12 the word “divisions” for ideas that had no personnel or operations; plagiarized  
13 content; use of the word “customers” for entities that had little or no relationship to  
14 the companies; discussion of “plans” when no such plans were in place; and  
15 misleading or false statements about the experience and number of management.

16 58. These statements created the false and misleading impression that the  
17 Issuers were established operating businesses when in fact they were mere start-  
18 ups built around business plans that incorporated Field’s Internet research and, in  
19 some cases, inventions that Geranio came up with and patented.

20 59. The chart below describes specific false statements in the business  
21 plans:

	<b>Issuer</b>	<b>Statement</b>
22		
23	(a) Spectrum	“WAMCO has a team of expert metallurgists, process automation, and design engineers.”
24	(b) Spectrum	“In addition to proven technology, we provide integrated process design, equipment supply, related engineering, project management and start-up training, as well as a customer focus after sale service.”
25		
26		
27		
28		

	Issuer	Statement
1		
2	(c) Green Energy	"... [we] are pursuing strategic collaborations with members of academia, industry and foundations to further accelerate the pace of [our] research efforts."
3		
4	(d) Green Energy	"Green Energy provides engineering assistance, assists customers in applying biometh fuel energy systems to their specific needs and provides complete equipment packages."
5		
6	(e) Microresearch	"Our current management team is comprised of several members with strong financial backgrounds, coupled with past experience in sales and marketing."
7		
8		
9	(f) USOG	"USOG's current management team [is] . . . supported by experienced, skilled, and dedicated personnel at all of USOG's business units."
10		
11	(g) Blu Vu	"Blu Vu is an oil and gas technologies consortium with 'Small footprint' technologies including patented Rebreather systems, geological imaging, composite drilling components and new micro drilling technologies that will minimize the traditionally poisonous and toxic environmental effects posed by the oil and gas industry."
12		
13		
14	(h) Blu Vu	"Blu Vu is currently listed on the pink sheet exchange."
15		
16	(i) Wyncrest	"Through Wyncrest's Offshore Service Division, the company provides offshore insurance companies, offshore bank and trust companies and command[s] the most up-to-date tools in the field of tax planning and tax optimization."
17		
18		
19	(j) Wyncrest	"Wyncrest Offshore Aviation Division .... insure[s] helicopters, small aircraft, large aircraft, aircraft maintenance facilities, fixed-based operators, regional airlines and flight schools."
20		
21	(k) Wyncrest	"Wyncrest Group's offshore Catastrophic Insurance Division provides their clients with insurance services which can include various types of Catastrophic insurance coverage..."
22		
23	(l) Wyncrest	"Wyncrest Offshore Extended Warranty Division acts as a third party administrator, facilitating claims for all of our Offshore Division programs.... Our Offshore Division Marketing Agent network is our most important asset and is always available to assist you..."
24		
25		
26		

60. The Issuers knew or were reckless in not knowing that these statements about their own basic operations and business were materially false or

1 misleading.

2 61. Field drafted at least the statements listed in Paragraph 59(a) to (g)  
3 and (i) to (l), and he knew, or was reckless, or negligent, in not knowing that all of  
4 the statements in Paragraph 59 were materially false or misleading.

5 62. The Issuers and Field provided information on the websites and in the  
6 business plans to the boiler room advisors, who then provided the information to  
7 investors. Indeed, Field specifically explained that he asked the boiler room  
8 advisors to have the investors rely on information contained in the companies'  
9 business plans, websites, and on the pink sheets. He added,

10 “. . . that’s what we asked them – everything about the company  
11 is posted, All the officers, how many shares, what we’re doing,  
12 the 132(C)11 [sic], the company profile. Everything that there  
13 is that we have to say to anybody. . . . ”

14 63. The Issuers’ false statements were distributed widely and provided to  
15 investors. The Issuers, Geranio and Field sent, or instructed others to send, the  
16 Issuers’ solicitation materials (including business plans, press releases, and  
17 brochures) to the boiler room advisors. The then-CEO of Spectrum understood  
18 that, “Nick [Geranio] was taking care of [providing the boiler room sales advisors  
19 with a business plan] and giving them whatever information they needed to  
20 educate themselves as well as the shareholders or the prospective shareholders.”

21 64. The false statement from the Green Energy business plan about  
22 “strategic collaborations with members of academia” also appeared in Green  
23 Energy’s SB-2 offering and in its Annual Reports for 2007 and 2008. This  
24 business plan was also sent directly to at least one prospective investor in Australia  
25 who was solicited by a boiler room. Field included the same false statement in  
26 Power Nanotech’s and Spectrum’s offering documents and reports.

27 65. Likewise, the Issuers and Field sent the Blu Vu business plan that  
28 included the false statement that Blu Vu was listed on the Pink Sheets and the

1 USOG business plan that exaggerated its “business units” to potential or actual  
2 U.K. investors.

3 66. The Issuers and Field also sent the Wyncrest and Blu Vu business  
4 plans that included the false statements listed above to boiler room sales advisors.  
5 On occasion the boiler room representatives asked for updated business plans for  
6 each of the Issuers, and the Issuers and Field provided them.

7 **F. Geranio Instructed Stock Promoters and Individuals to**  
8 **Manipulate the Issuers’ Share Prices in the United States**

9 **1. Geranio Directed U.S. Investors to Particular Brokers**

10 67. Geranio directed several U.S. individuals (“Traders”) to open  
11 accounts at particular brokerage firms, with brokers he knew. Then the Issuers  
12 issued shares to certain of the Traders. Four traders, subsequently involved in  
13 matched orders and manipulated trades, opened one or more brokerage accounts at  
14 Geranio’s suggestion.

15 68. Geranio helped one trader (“Trader A”) open two brokerage accounts  
16 with “friendly brokers” who “knew the story” of one of the Issuers. Geranio also  
17 asked him to set up a corporation for the purpose of purchasing stock, and Geranio  
18 paid a lawyer for the costs of organizing that corporation for Trader A.

19 69. Geranio arranged for Trader A to receive millions of shares of  
20 Wyncrest and Mundus stock at a discount of 25% from the bid price.

21 70. Trader A received some of the shares based on his assurances that he  
22 would pay for them later. When the stock market declined and he was unable to  
23 sell these shares, no one asked Trader A to return the shares.

24 71. Geranio or an individual acting at Geranio’s direction asked another  
25 trader (“Trader B”) to open up an account with a brokerage firm and then caused  
26 five million shares of Wyncrest stock to be deposited into this account. Trader B  
27 explained, “I believe, to the best of my recollection, that somebody from [the  
28 brokerage firm] or someone [else] ... indicated that I had to have a million shares

1 “of stock in that account for the purpose of fulfilling the intent of this advertising  
2 campaign, which was to sell shares and raise capital for the company ...”.

3 72. Geranio introduced another trader (“Trader C”) to three brokers when  
4 Trader C asked him for a place to send his stock. Trader C also received shares of  
5 a number of the Issuers by purchasing restricted shares owned by Kaleidoscope or  
6 The Good One. Trader C was a personal friend of Geranio and spoke to him  
7 approximately once a week.

8 73. Geranio helped set up the brokerage account of another trader  
9 (“Trader D”). Pursuant to a consulting agreement with Green Energy, Trader D  
10 answered telephone calls responding to prospecting letters that went out under her  
11 name. Trader D understood that Geranio was associated with Green Energy, and  
12 she spoke with him about ten times on the telephone during the relevant period.

13 **2. Geranio Orchestrated Matched Orders and Manipulative**  
14 **Trades to Raise the Issuers’ Share Price**

15 74. Geranio instructed Traders A, B, C and D and others to engage in a  
16 total of at least five matched orders. In addition, Geranio made at least four  
17 additional manipulative trades through The Good One.

18 75. “Matched orders” are orders for the purchase or sale of a security that  
19 are entered with the knowledge that orders of substantially the same size at  
20 essentially the same price have been or will be entered by the same or different  
21 persons for the sale or purchase of the same security.

22 76. “Manipulative trades” are a series of transactions creating actual or  
23 apparent active trading in a security, or raising or depressing the price of a security,  
24 for the purpose of inducing the purchase or sale of the security by others.

25 77. These manipulative and matched trades deceptively conveyed to the  
26 market the impression that legitimate transactions had established *bona fide* prices  
27 to facilitate the Regulation S sales to investors and raised the price at which the  
28 overseas boiler rooms were able to sell those shares.

1           78. As a practical matter, the Issuers' publicly traded share price affected  
2 the prices that the boiler rooms could charge overseas investors for the Regulation  
3 S shares. Frequently, the boiler rooms offered to sell the Regulation S shares at a  
4 price that was discounted from the publicly quoted price for unrestricted shares.

5           79. For example, the CEO of Green Energy admitted that the Issuers'  
6 publicly-traded share price correlated directly to the Regulation S share price, by  
7 noting:

8                   “[t]he understanding that I had was [the Regulation S] price  
9 was a discounted price off the quoted exchange ... that, for the  
10 Regulation [S] investors, once there's a quoted price out there,  
11 they discount it from the exchange price .... It was a lot simpler  
12 when we weren't [publicly] trading because [the price] was  
13 static – it went dynamic and got complicated.”

### 14           **3. The Manipulation of Spectrum**

#### 15                   **a. The Wyncrest CEO's February 14, 2008 purchase**

16           80. In early January 2008, Geranio identified Spectrum Acquisition  
17 Holdings Corporation, Inc. (then-ticker symbol “SAQH”) as a potential public-  
18 shell target for Western American Mining (“WAM”). Ultimately, in March 2008,  
19 SAQH and WAM were reverse-merged to create Spectrum, with the ticker symbol  
20 “SPAH.”

21           81. Even before the reverse-merger was complete, Geranio instructed the  
22 CEO of Wyncrest to manipulate the then publicly-traded stock price for SAQH.  
23 On February 14, 2008, the CEO of Wyncrest sent an email with the subject  
24 heading “share price assistance,” to the then-CEO of Spectrum stating, among  
25 other things, that:

26                   “. . . Nick [Geranio] told me to put 10,000 into the account for  
27 working on the share price of SAQH. We have already propped  
28 up the share price from 2 cents to 5 cents. To replace my own

1 funds we have all agreed to mark up the price that we are  
2 spending to cover the taxes that we will have to pay. If  
3 Wyncrest needs assistance we will do the same.”

4 82. On that same day (February 14), the CEO of Wyncrest purchased  
5 10,000 SAQH shares at \$0.04 per share, spending about \$400. Consistent with the  
6 email, the previous purchase of SAQH occurred at \$0.02 per share, and the stock  
7 closed on February 14, 2008 at \$0.05 per share.

8 **b. Spectrum Manipulation from March 17, 2008 to**  
9 **July 14, 2008**

10 83. On or around March 17, 2008, WAM completed its reverse merger  
11 with Spectrum and began trading under the new symbol SPAH. Geranio (through  
12 The Good One) and the CEOs of USOG and Mundus bought SPAH stock that day  
13 creating the appearance of active trading on its first trading day.

14 84. On March 17, 2008, The Good One purchased 1,000 Spectrum shares  
15 at \$0.65 per share. That same day, the CEO of Mundus purchased 1,090 Spectrum  
16 shares at \$0.75 per share. The following day (March 18), the CEO of USOG  
17 purchased 100 Spectrum shares at \$1.25 per share. At the time of these purchases,  
18 both The Good One and the CEO of USOG owned substantial founders Spectrum  
19 shares that they had acquired for less than a penny a share.

20 85. After these purchases, Spectrum’s stock traded thinly, with small  
21 amounts of stock changing hands at around \$1.40 per share.

22 86. The increase in Spectrum’s publicly-traded stock price impacted the  
23 price-per-share at which the boiler rooms sold the company’s Regulation S shares.  
24 Prior to WAM becoming a publicly-traded company, the overseas boiler rooms  
25 had sold WAM Regulation S shares for \$0.50 per share, but by July 2008, they  
26 sold the Spectrum shares for approximately \$1.12 per share, an increase of over  
27 100%.

28 //



1 per share. Trader B communicated with Geranio before he made his purchase.  
2 Later in the evening on November 19, 2008, the former CEO of Spectrum replied  
3 to the boiler room team leader's email, stating, "I show that the price closed at  
4 \$3.50."

5 94. These orders matched, thereby setting Spectrum's share price at \$3.50  
6 per share.

7 95. The next day, demonstrating the artificial nature of Spectrum's stock  
8 price, Spectrum shares dropped by \$2.00 to \$1.50 per share. The very next  
9 morning (November 21, 2008), the former CEO of Microresearch bumped up  
10 Spectrum's stock price by purchasing 500 Spectrum shares at \$2.50 per share.

#### 11 4. The Manipulation of United States Oil and Gas

##### 12 a. Manipulation Between April and September 2008

13 96. In the summer of 2007, various overseas boiler rooms started selling  
14 Regulation S shares of USOG at \$1.50 per share. At this time, USOG did not trade  
15 publicly.

16 97. On March 6, 2008, USOG announced that it had entered into a reverse  
17 merger and would soon be publicly-traded. Geranio instructed others to  
18 manipulate USOG in the same manner as he did with respect to Spectrum.

19 98. On or about April 17, 2008, USOG began trading publicly on the Pink  
20 Sheets. The next day, April 17, Field purchased 166 shares of USOG at an  
21 astronomical \$18.50 per share. Field's trade set the closing price for USOG at  
22 \$18.50 on its first day trading. At the time of this purchase, Field owned 2 million  
23 USOG founders shares, which he acquired for approximately \$200, or \$.0001 per  
24 share.

25 99. Between April 29, 2008 and June 2, 2008, USOG traded thinly, with  
26 little to no shares changing hands. On June 2, 2008, again demonstrating the  
27 artificial nature of the prior \$18.50 closing price, USOG stock sold (in one  
28 transaction) for only \$0.10 per share.

1 100. On July 11, 2008, The Good One acted to increase USOG's stock  
2 price, by purchasing 150 USOG shares at \$3.50 per share.

3 101. On July 14, 2008, Trader C entered an order to sell 1,000 USOG  
4 shares at \$3.50 per share.

5 102. On July 21, 2008, 200 shares of Trader C's sell order filled when  
6 Field entered a purchase order to buy 200 USOG shares at \$3.50 per share, the  
7 exact price at which Trader C wished to sell his shares.

8 103. On July 28, 2008, an additional 500 shares of Trader C's sell order  
9 filled when Field entered a purchase order to buy 500 USOG shares, again at \$3.50  
10 per share.

11 104. On July 28, 2008 and August 12, 2008, the CEO of Microresearch  
12 acted to increase USOG's stock price, by purchasing 500 USOG shares at \$3.40  
13 per share on each date.

14 105. On September 16, 2008, The Good One entered an order to sell 100  
15 USOG shares at \$3.70 per share. This order filled when Trader B, at  
16 approximately the same time, entered an order to purchase 100 USOG shares at  
17 \$3.70 per share.

18 106. During this time frame, the overseas boiler rooms increased the share  
19 price at which they sold USOG's Regulation S shares from \$1.50 per share to over  
20 \$2.00 per share.

## 21 5. The Manipulation of Mundus

22 107. Geranio also instructed Trader B to place manipulative trades in  
23 Mundus. On November 14, 2008, Trader B sent an email to Geranio stating,  
24 "Nick, None of my MNDP orders went through today. I put one in at .30 and .35,  
25 too. I'll start Monday at .25 and go upwards."

26 108. Three days later, on November 17, 2008, Trader B sent another email  
27 to Geranio stating, "What should I do about Mundus today?" Later that day,  
28 Trader B sent another email to Geranio stating, "I have orders in for MNDP ...

1 5000 at \$.25 ... 5000 at \$.30 ... 5000 at \$.35 ... about to put in for 5000 at \$.40.  
2 But...orders are not clearing. What's up?"

3 109. The next day, November 18, 2008, Trader B purchased 999 shares of  
4 Mundus for \$0.40 per share.

5 110. The next day, November 19, 2008, Trader B purchased another 2,500  
6 shares of Mundus for \$1.00 per share, which was \$0.60, or 150%, higher than the  
7 share price he had paid just a day earlier.

8 111. On November 19, 2008, the CEO of Blu Vu acted to increase  
9 Mundus' stock price, by purchasing 500 shares of Mundus for \$1.20 per share.

## 10 **6. The Manipulation of Green Energy**

11 112. As he had with the other above-described securities, Geranio arranged  
12 for Green Energy, when it began trading publicly, to start trading at an artificially  
13 high stock price.

14 113. On November 19, 2008, the first day Green Energy began trading  
15 publicly, Trader A entered an order to purchase 100 shares of Green Energy for  
16 \$2.90 per share.

17 114. Trader A bought the stock after Geranio called him and said, "Can  
18 you do me a favor? Just buy 100 shares because nobody is trading in it."

19 115. At approximately the same time, Trader D entered an order to sell 100  
20 shares of Green Energy for \$2.90 per share. Trader D's sell order matched with  
21 Trader A's buy order, thereby setting Green Energy's stock price at \$2.90.

22 116. Trader D's sale was financed by Green Energy. In October 2008,  
23 Trader D was drawing an \$800 per month salary for answering telephone calls for  
24 Green Energy. In October 2008, Trader D entered into an additional consulting  
25 agreement with Green Energy pursuant to which she received a wire of \$6,500.  
26 After receiving the \$6,500, Trader D then spent \$6,000 in a private transaction  
27 purchasing the Green Energy shares that she then sold to Trader A for \$2.90 per  
28 share. Geranio helped to arrange the private transaction through which Trader D

1 obtained the shares that she sold to Trader A.

2 117. During this same time frame, the overseas boiler rooms selling Green  
3 Energy's Regulation S shares increased the price-per-share from \$1.50 to \$2.00 per  
4 share.

### 5 7. The Manipulation of Microresearch

6 118. In the fall of 2008, Microresearch traded on only three days – October  
7 7, October 17, and December 3 – with one transaction involving 100 shares  
8 accounting for all of the volume on each of these trading days. Each transaction  
9 moved the stock price up from \$1.80 per share, to \$1.90 per share, and then to  
10 \$2.05 per share. Trader C made the October 7 purchase; the then-interim president  
11 of Microresearch made the October 17 purchase; and Trader C made the December  
12 3 purchase. These trades affected the Regulation S sales. From October through  
13 December, the prices the boiler rooms charged offshore investors to purchase  
14 Microresearch gradually increased from \$0.50 to \$1.20 per share.

### 15 G. Geranio and Field Created and Controlled the Regulation S Sales 16 Structure

17 119. During the relevant time period, through The Good One and  
18 Kaleidoscope, Geranio and Field created and controlled the Issuers' common  
19 Regulation S sales structure, including: 1) creating (and serving as liaison with)  
20 holding company Worth Systems International, a Panamanian entity ("Worth"); 2)  
21 recruiting the boiler rooms and negotiating the terms of their agreements; 3)  
22 recruiting the escrow agents and negotiating the terms of their agreements; and 4)  
23 controlling the implementation (i.e., the day to day mechanics) of the Regulation S  
24 sales process.

### 25 1. Geranio and Field Created Worth

26 120. Each of the Issuers distributed large blocks of their Regulation S  
27 shares through Worth.

28 121. Worth then transferred the shares to the boiler rooms, which sold the

1 shares to overseas investors at a price significantly above the price-per-share listed  
2 in the agreements with the Issuers. The investors then sent their funds to several  
3 U.S. escrow agents, who after retaining a 2.5% fee, paid most of the investor funds  
4 to the boiler rooms as their markup and then sent the remainder mainly to the  
5 Issuers. On some occasions, the escrow agents sent money directly to The Good  
6 One, Kaleidoscope and Field.

7 122. Field and the then-CEO of Green Energy created Worth because two  
8 attorneys told them that they needed to set up an offshore corporation in order to sell  
9 shares of Regulation S stock to foreigners.

10 123. Field discussed the need to create Worth with Geranio, and Geranio  
11 contacted the Panamanian company that set up Worth.

12 124. As an example of Worth's role, on July 31, 2008, Wyncrest entered  
13 into a consulting agreement with Worth in which Wyncrest agreed to transfer to  
14 Worth 30,000,000 restricted Rule 144 shares and to allow Worth to keep a  
15 commission of not more than one percent "from re-selling these securities to  
16 qualified non-US individuals." The next day, Wyncrest asked its transfer agent to  
17 issue the 30,000,000 shares to Worth and send the stock certificate to Field at his  
18 home in California.

19 **2. Geranio Recruited the Boiler Rooms and Negotiated the**  
20 **Terms of Their Agreements with the Issuers, Including Large**  
21 **Markups**

22 125. Geranio recruited the boiler rooms to raise money for the companies.  
23 Prior to the creation of Green Energy, Geranio traveled to Spain to talk to overseas  
24 advisors to find investors or ways to raise capital without having to go through  
25 investment bankers.

26 126. Geranio recruited, and negotiated the terms of the agreements with, at  
27 least two boiler room teams and with the persons who served as liaisons with three  
28 other boiler room teams.

1           127. The former CEOs of Green Energy and Spectrum asked Geranio  
2 about one boiler room's exorbitant 80% sales commissions and Geranio responded  
3 by claiming that the boiler room would not work for less and adding, "As we get  
4 bigger and more established, we'll get better deals .... Trust me, this is what – this  
5 is good as you're going to get – or we're going to get."

6           128. Geranio explained to the CEO of USOG that the commission rate for  
7 these sales agents was so high (over 70%) because, "that was the best rate you  
8 could get on a start-up company."

9           129. On at least one occasion, the liaison with three of the boiler room  
10 teams visited Geranio at his home in Hawaii.

11           130. Geranio gave the Issuers' CEOs contact information for the boiler  
12 room sales advisors.

13                           **3. Geranio Recruited the Escrow Agents and Negotiated the**  
14                           **Terms of Their Agreements**

15           131. The boiler rooms instructed Regulation S investors to wire their funds  
16 to one of several U.S.-based escrow agents. From October 2006 to August 2009,  
17 one escrow agent in the New York area received incoming wires that totaled over  
18 \$23 million mostly from overseas investors.

19           132. Geranio retained that escrow agent and negotiated the 2.5%  
20 commission that he received.

21           133. Geranio also hired an attorney in Woodland Hills, California to  
22 provide escrow and other services. Another Los Angeles-based attorney also  
23 served as escrow agent for the Issuers during the relevant period.

24                           **4. Geranio and Field Controlled the Mechanics of the**  
25                           **Regulation S Process**

26           134. During the relevant time period, Geranio and Field oversaw the  
27 transfer of the Issuers' shares to Worth. Geranio directed the Issuers' CEOs to  
28 keep track of the transactions.

1           135. After a Regulation S sale, the boiler room agent who made the sale  
2 sent the CEO of the Issuer whose stock had been sold a trade sheet listing the name  
3 of the investor, the number of shares sold, and the total funds from the sale. At the  
4 same time, the investor sent his payment to one of the escrow agents. One key job  
5 of the Issuers' CEOs was to reconcile funds listed in the trade sheets with  
6 corresponding funds in the escrow accounts to ensure that they were consistent.

7           136. Geranio closely coordinated with the Issuers' CEOs and escrow  
8 agents about this process. Geranio told Spectrum's CEOs that his job "... was to  
9 deal with funds coming in, and so [Geranio] was responsible for any relations with  
10 any brokers. And so [the CEO] viewed [Geranio] as ultimately the person in  
11 charge of any money coming in..." Every Friday, Spectrum's CEO updated  
12 Geranio about funds received from the sale of Regulation S Spectrum stock for that  
13 week, using a spreadsheet that contained the share price and the shareholder's  
14 name.

15           137. Geranio also told Spectrum's CEO to reconcile funds in the trade  
16 sheets with corresponding funds in the escrow accounts.

17           138. The Regulation S funds for a particular sale were released from the  
18 escrow account after an investor had returned a completed subscription agreement.  
19 The escrow agents then sent between 60% and 77.5% of the funds from the sale to  
20 the boiler rooms as their sales markup; collected 2.5% of the funds as their escrow  
21 fee, and sent the remainder of the funds to the Issuers whose securities had been  
22 sold. The Issuers then transferred much of this amount to Geranio's companies,  
23 The Good One and Kaleidoscope, as their consulting fees. The escrow agents also  
24 at times directly paid The Good One and Kaleidoscope, and both the escrow agents  
25 and Issuers from time to time made payments to Field.

26           **H. The Boiler Rooms Made Material False Statements and**  
27           **Omissions to the Purchasers**

28           139. During the relevant time period, the boiler rooms deceived investors

1 by distributing business plans, prepared by Field, which contained materially false  
2 and misleading statements about the Issuers. The boiler rooms also deceived  
3 investors in four additional ways.

4 140. First, the boiler rooms made explicit additional false statements to  
5 investors about the Issuers, such as claims that:

- 6 • Mundus, Microresearch and WAM traded on the NASDAQ stock  
7 exchange when, in reality, none of those companies has ever traded  
8 on a listed exchange;
- 9 • Blu Vu had discovered oil seventy miles off the coast of Miami;
- 10 • the U.S. government provided research grants and the US Navy  
11 provided facilities for Mundus;
- 12 • Green Energy was doing test runs with McDonalds restaurants to  
13 convert its refuse into petroleum;
- 14 • WAM had projects in South Africa and Mongolia and had received  
15 two large investments by Barclays and an additional \$26 million  
16 infusion;
- 17 • Boeing had developed a 747 aircraft to run on fuel developed by  
18 Power Nanotech; and
- 19 • the U.S., German, and Swiss governments were interested in  
20 Power Nanotech's technology.

21 141. Second, in telephone conversations with the investors, the boiler  
22 rooms omitted to disclose the massive mark-ups that the boiler rooms would reap  
23 from the stock sales. Several investors declared that while they understood that the  
24 sales agents would collect a one percent commission or "administrative fee" on the  
25 Regulation S sales, they did not realize that the sales agents would also profit from  
26 60 – 77.5% markups they would collect.

27 142. Third, in telephone conversations with investors, the boiler rooms  
28 failed to inform the investors up front that their shares were restricted shares, and

1 therefore subject to a one-year holding period pursuant to Regulation S. For  
2 example, one investor expected to receive Initial Public Offering shares and was  
3 surprised to see any restriction.

4 143. In other cases, boiler room representatives told investors that they  
5 would not be affected by the Regulation S restriction. For example, a boiler room  
6 representative told one investor that if he bought a sufficient number of shares, he  
7 would qualify as an “institutional client” and would be able to sell his shares at any  
8 time. Another investor was offered discounted shares at \$0.40 and told that after a  
9 “one-year lock-in” she could take profits at \$3 per share in eighteen months or wait  
10 longer until the stock reached \$5.00.

11 144. Fourth, these representatives used aggressive techniques consistent  
12 with boiler room activity, such as: (i) threatening legal action if an investor did not  
13 agree to purchase shares that the representatives believed the investor had already  
14 agreed to purchase; (ii) promising immediate and substantial investment returns;  
15 (iii) aggressively telling investors that they needed to purchase the shares  
16 immediately or the opportunity would be lost; and (iv) using “advance fee”  
17 solicitations, that is, telling investors that if they purchased shares of one of the  
18 Geranio-related issuers, then (and only then), would the boiler room agree to sell  
19 their other shares. For example, a boiler room offered to sell one investor’s  
20 nonperforming shares of a fund he had purchased in the past only if he first  
21 purchased \$50,000 worth of stock in Power Nanotech.

22 145. Geranio also approved an unusual request from one of the boiler  
23 rooms to have an Issuer CEO confirm, falsely, that two boiler room sales agents  
24 worked as consultants for that Issuer. On October 28, 2008, a boiler room sales  
25 agent told the then-CEO of Spectrum in an email that he had spoken to Geranio  
26 and a “few guys going into brokers (licensed) to see if we can get some interested  
27 in your company.” The sales agent then gave the names of the two men and asked  
28 the former CEO to “please keep track of these names” so he could confirm the

1 names if he received any inquiries. About a month later, the sales agent sent the  
2 former CEO another email which read, "We-are-saying-[name omitted]-is-a-  
3 consultant-for-your-company, I-checked-with-nic-on-that-as-well." Neither of  
4 these individuals actually worked for Spectrum.

5 **I. Geranio and Field Knew Through Investor Complaints that the**  
6 **Boiler Rooms Made Fraudulent Statements to Regulation S Investors**

7 146. During the relevant time period, Geranio and Field received many  
8 complaints from Regulation S investors and others, over a long period of time, that  
9 several boiler rooms, hired by Geranio, had made material misrepresentations to  
10 investors.

11 **1. Geranio Received Complaints About the Boiler Room**  
12 **Advisors**

13 147. In general terms, the Issuers frequently passed investor complaints on  
14 to Geranio. The former CEO of Spectrum, for example, received numerous  
15 investor complaints which he passed on to Geranio. He explained,

16 "... and so I would forward that [the complaints] to Nick  
17 [Geranio] or to [name omitted] or whichever person, but always  
18 to Nick also, and said, What does this relate to? Can you guys  
19 take care of it? And Nick would respond right away, yeah  
20 we're on it, we're taking care of it, and so I felt this was his  
21 area of expertise, and he was on top of it .... And he's like,  
22 don't worry about it, we've got it under control, you just keep  
23 track of the numbers. . ."

24 148. The former CEO of Green Energy told Geranio about a June 22, 2007  
25 email from an investor complaining that a boiler room had made  
26 misrepresentations to him about Green Energy.

27 149. In 2008, the Green Energy CEO also told Geranio about a shareholder  
28 who had been falsely told by a boiler room that Green Energy would be acquired

1 by a big oil company “like Gulf Oil or Chevron.”

2 150. In October 2008, the former CEO of Spectrum received an email from  
3 an investor complaining that he would contact the police if he did not get his  
4 money back after purchasing a “worthless stock in your company” from another  
5 boiler room. The former Spectrum CEO forwarded the investor’s email to Geranio  
6 and wrote, “Please read the shareholder’s email and advise.”

7 151. In January and February 2009, Field forwarded Geranio three investor  
8 complaints that boiler room agents falsely told investors that Blu Vu would be  
9 listed on an exchange (or “floated”) in the near future. One investor offered to  
10 forward Field tape-recorded calls of assurances of huge returns that supposedly  
11 would be available after Blu Vu floated and its share price went up to \$2.50 at  
12 least.

13 152. On February 27, 2009, the CEO of USOG forwarded to Geranio and  
14 Field a letter from a lawyer for an elderly and incapacitated British man who was  
15 receiving frequent cold-calls to purchase USOG stock. The lawyer described the  
16 solicitations as fraudulent and said that his client’s name appeared on “sucker lists”  
17 used by boiler rooms.

18 153. On May 29, 2009, Field sent an email to Geranio, attaching a blog  
19 page regarding a boiler room “hard selling Mundus.” Field testified that the blog  
20 discussed how that boiler room was “calling people and slamming [sic] and telling  
21 them that this was going to be bought by Lockheed [Martin]...”

22 **2. Field Received Complaints about Boiler Room Advisors**

23 154. On July 23, 2007, after Field told the Mundus CEO about complaints  
24 pertaining to a boiler room, Mundus sent a letter to the boiler room’s team leader  
25 advising him of serious concerns about misrepresentations to investors and  
26 informing him he was no longer authorized to act as a distributor of Mundus’  
27 stock.

28 155. That boiler room team leader continued to sell Regulation S securities

1 for several of the Issuers (other than Mundus) and complaints about him continued.

2 156. In 2007 and 2008, Field received complaints about two other boiler  
3 rooms. After the Mundus CEO received an October 11, 2007 email from the team  
4 leader of those boiler rooms stating “you don’t want to know what we tell  
5 investors” and referring to investors as “punters” and “buggers,” the Mundus CEO  
6 told Field that the team leader’s sales practices concerned him. Specifically, the  
7 email stated that,

8 “... You have no idea what we tell investors to get them  
9 involved. (You don’t want to know.) Taking their calls about  
10 anything to do with stock purchases/prices could potentially  
11 lead to problems. Mainly because you might have clay feet and  
12 we told them you were Gods. Anyway what the hell is the high  
13 and mighty CEO of a potential multinational corporation taking  
14 calls from punters?”

15 157. That team leader and his boiler rooms however, continued to sell the  
16 Issuers’ Regulation S shares.

17 158. In a February 15, 2009 email to the then-president of Blu Vu, Field  
18 acknowledged his concerns about sales agents’ practices when, in response to an  
19 investor inquiry asking whether a solicitation to purchase Blu Vu was a “scam,”  
20 Field advised the CEO to send the investor a Blu Vu package, saying, “Regardless  
21 of what other twists the advisor has put on the sale...we protect ourselves when we  
22 send out the package.”

23 159. On August 23, 2009, Field received a complaint from an investor who  
24 stated that he had been “conned” into buying shares of Green Energy and Blu Vu  
25 by a boiler room, and had even contacted the City of London police regarding the  
26 misleading misrepresentations made to him.

27 160. In early 2009, Field repeatedly responded to investor inquiries and  
28 complaints with similar stock answers which expressed his surprise that third

1 parties would use boiler room tactics to sell shares of the companies. On February  
2 26, 2009, Field prepared responses to three U.K. investors or potential investors  
3 who wrote to him about cold-call solicitations of Blu Vu stock. Field told the  
4 investors that he was sorry to hear that an unscrupulous outfit was “using our  
5 name,” that he had heard stories about boiler rooms and hardcore sales, but would  
6 never expect it to be about an Issuer he was involved with. Field promised to  
7 investigate.

8 161. Despite these several investor inquiries that he had already received,  
9 on May 18, 2009, when Field received another complaint about sales of Blu Vu in  
10 the U.K., he again answered with the same stock response, “We hear stories about  
11 boiler rooms and hardcore sales that revolve around lying and misrepresenting, but  
12 would never expect it to be involved with selling Blu Vu,” and again he promised  
13 to investigate.

14 **J. Geranio, through The Good One and Kaleidoscope, and Field**  
15 **Drained a Significant Portion of the Regulation S Revenue**

16 162. The Issuers used a substantial percentage of the investor funds they  
17 received from Regulation S sales to pay consulting fees to Geranio. According to  
18 the former CEO of Spectrum,

19 “So anything that Nick got paid, this was the money that the  
20 company – that was the company’s share of the Regulation S  
21 stock sale. There was no extra money left over. The money out  
22 of the escrow went specifically to the sellers or the brokers and  
23 then Spectrum got their portion of it. And then that’s what the  
24 money would go to pay Nick [Geranio].”

25 163. During the relevant period, The Good One and Kaleidoscope received  
26 a total of approximately \$2.135 million from the Regulation S sales, representing  
27 monies forwarded to them from the escrow agents and Issuers.

28 164. During the relevant period, Field received a total of approximately

1 \$279,000 from the Regulation S sales, representing monies forwarded to him by  
2 the escrow agents and Issuers.

3 **K. Investor Funds Used to Purchase Property, Owned by Relief**  
4 **Defendant BWRE Hawaii LLC**

5 165. In addition to the consulting fees paid to The Good One and  
6 Kaleidoscope, Geranio assisted in diverting investor funds to help establish a  
7 property for a Hawaiian wedding planning company.

8 166. On February 27, 2008, the former CEO of Spectrum instructed the  
9 Issuers' escrow agent to wire \$240,000 to a Hawaiian-based escrow company,  
10 "[f]or further credit to" Geranio. These funds were used for a \$250,000 down  
11 payment for a \$2.7 million Hawaiian property. According to the purchase  
12 agreement, Geranio served as the guarantor on the \$20,000 monthly installment  
13 payments, although the purchaser was the shell entity BWRE Hawaii LLC.

14 167. This property was not used, in any way, to further the business  
15 interests of Spectrum. Instead, it was leased to a Hawaiian wedding planning  
16 company controlled by the then-CEO of Blu Vu.

17 168. In June 2009, the wedding planning company merged into publicly-  
18 traded Hawaiian Hospitality Group Incorporated ("HHGI"), of which  
19 Kaleidoscope and The Good One have served as significant shareholders. The  
20 former President of HHGI testified that Geranio set him up in his position and  
21 assisted in creating HHGI.

22 169. The \$240,000 that was wired to the Hawaiian escrow company came  
23 from monies that were to be sent to one of the boiler room team leaders as his  
24 markup for sales of Regulation S stock of the Issuers.

25 **FIRST CLAIM FOR RELIEF**

26 **Geranio, Field, The Good One and Kaleidoscope**  
27 **Violated Securities Act Section 17(a)(1) and (3)**

28 170. The Commission realleges Paragraphs 1 through 169 above.

1 171. Geranio, Field, The Good One and Kaleidoscope each violated  
2 Securities Act Section 17(a)(1) and (3) [15 U.S.C. § 77q(a)(1) & (3)].

3 172. Between April 2007 and September 2009, these defendants, directly  
4 or indirectly, by use of the means or instruments of interstate commerce, or of the  
5 mails, or the facilities of a national securities exchange, in the offer or sale of  
6 securities, and with knowledge, recklessness or negligence: (a) employed devices,  
7 schemes or artifices to defraud; and/or (b) engaged in acts, practices or courses of  
8 business which operated or would operate as a fraud or deceit upon the purchaser  
9 of the securities being offered or sold.

10 173. The defendants' fraudulent scheme included, among other things, the  
11 following fraudulent devices and acts:

- 12 a. Geranio, through The Good One and Kaleidoscope, entered into  
13 consulting agreements with the Issuers that allowed Geranio to be paid  
14 while concealing his control over the Issuers from investors and the  
15 public;
- 16 b. Geranio instructed stock promoters and other individuals to  
17 manipulate the Issuers' share prices in the United States by means of  
18 matched orders and manipulative trades;
- 19 c. The Good One purchased shares of Spectrum stock at inflated prices  
20 in March through September 2008, purchased shares of USOG at an  
21 inflated price in June 2008, and sold shares of USOG as part of a  
22 matched order with Trader B in September 2008.
- 23 d. On November 19, 2008, Geranio arranged for others to execute a  
24 matched order at \$2.90 per share for Green Energy stock to create the  
25 artificial impression of active trading and value for Green energy stock  
26 on the first day it was quoted publicly, and
- 27 e. Field purchased USOG stock at an inflated price on the first day  
28 USOG shares were quoted publicly in April 2008, and entered purchase

1 orders in July 2008 to buy USOG stock at an inflated price as part of a  
2 matched order with Trader C.

3 **SECOND CLAIM FOR RELIEF**

4 **Field Violated Securities Act Section 17(a)(2)**

5 174. The Commission realleges Paragraphs 1 through 173 above.

6 175. Field violated Securities Act Section 17(a)(2) [15 U.S.C. § 77q(a)(2)].

7 176. Between April 2007 and September 2009, Field, directly or  
8 indirectly, by use of the means or instruments of interstate commerce, or of the  
9 mails, or the facilities of a national securities exchange, in the offer or sale of  
10 securities, and with knowledge, recklessness or negligence, obtained money or  
11 property by means of untrue statements of material fact or by omitting to state  
12 material facts necessary to make the statements made, in light of the circumstances  
13 under which they were made, not misleading.

14 177. Field disseminated untrue statements of material fact and material  
15 omissions concerning, among other things, statements describing numerous  
16 Issuers' current services, products, customers, strategic collaborations and/or  
17 employees with particular expertise, when such services, products, customers,  
18 strategic collaborations and/or employees did not exist but were merely planned or  
19 hoped for in the future.

20 **THIRD CLAIM FOR RELIEF**

21 **Geranio, Field, The Good One and Kaleidoscope Violated Exchange Act**

22 **Section 10(b) and Rule 10b-5(a) and (c)**

23 178. The Commission realleges paragraphs 1 through 177 above.

24 179. Geranio, Field, The Good One and Kaleidoscope each violated  
25 Exchange Act Section 10(b) and Exchange Act Rule 10b-5(a) and (c) [15 U.S.C. §  
26 78j(b); 17 C.F.R. § 240.10b-5(a) and (c)].

27 180. Between April 2007 and September 2009, these defendants, directly  
28 or indirectly, by use of the means or instruments of interstate commerce, or of the

1 mails, or the facilities of a national securities exchange, in connection with the  
2 purchase or sale of securities, and with knowledge or recklessness: (a) employed  
3 devices, schemes or artifices to defraud; . . . and/or (c) engaged in acts, practices,  
4 or courses of business which operated or would operate as a fraud and deceit upon  
5 any person.

6 181. The defendants' fraudulent scheme included, among other things, the  
7 following fraudulent devices and fraudulent acts:

8 a. Geranio, through The Good One and Kaleidoscope, entered into  
9 consulting agreements with the Issuers that allowed Geranio to be paid  
10 while concealing his control over the Issuers from investors and the  
11 public;

12 b. Geranio instructed stock promoters and other individuals to  
13 manipulate the Issuers' share prices in the United States by means of  
14 matched orders and manipulative trades;

15 c. The Good One purchased shares of Spectrum stock at artificially  
16 high prices in March through September 2008, purchased shares of  
17 USOG at an inflated price in June 2008, and sold shares of USOG as  
18 part of a matched order with Trader B in September 2008;

19 d. Field purchased USOG stock at an inflated price at or around its first  
20 trading day in April 2008, and entered purchase orders in July 2008 to  
21 buy USOG stock at an inflated price as part of a matched order with  
22 Trader C; and

23 e. On November 19, 2008, Geranio arranged for others to execute a  
24 matched order at \$2.90 per share for Green Energy stock to create the  
25 artificial impression of active trading and value for Green Energy stock  
26 on the first day it was quoted publicly.

27 //

28 //



1 188. The Good One and Kaleidoscope violated Exchange Act Section  
2 10(b) and Exchange Act Rule 10b-5(a) and (c) [15 U.S.C. §78j(b); 17 C.F.R. §  
3 240.10b-5(a) and (c)].

4 189. By his conduct described herein, Geranio is a control person of the  
5 The Good One and Kaleidoscope under Exchange Act Section 20(a). Geranio  
6 directed the Issuers' CEOs to send money and consulting agreements to The Good  
7 One and Kaleidoscope. The Good One and Kaleidoscope paid for Geranio's  
8 personal expenses, including his credit card bills and even his personal helicopter.  
9 Geranio's girlfriend was the president of Kaleidoscope.

10 190. By reason of the foregoing, Geranio is jointly and severally liable as a  
11 control person for violations of The Good One and Kaleidoscope of Exchange Act  
12 Section 10(b) and Rule 10b-5(a) and (c) thereunder.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, the Commission respectfully requests that the Court:

15 **I.**

16 Enter judgment in favor of the Commission finding that Geranio, Field, The  
17 Good One and Kaleidoscope each violated the federal securities laws as alleged in  
18 this Complaint;

19 **II.**

20 Permanently enjoin Geranio, Field, The Good One and Kaleidoscope from  
21 violating Section 17(a)(1) and (3) of the Securities Act and Section 10(b) of the  
22 Exchange Act and Rule 10b-5(a) and (c) promulgated thereunder;

23 **III.**

24 Permanently enjoin Field from violating Section 17(a)(2) of the Securities  
25 Act and from aiding and abetting the Issuers' violations of Section 10(b) of the  
26 Exchange Act and Rule 10b-5(b) thereunder;

27 //

28 //

1 **IV.**

2 Permanently enjoin Geranio, as control person of The Good One and  
3 Kaleidoscope, from violating Section 10(b) of the Exchange Act and Rule 10b-5(a)  
4 and (c) thereunder;

5 **V.**

6 Order Geranio, Field, The Good One and Kaleidoscope, jointly and  
7 severally, to disgorge all ill-gotten gains resulting from their participation in the  
8 conduct described above, and to pay prejudgment interest thereon;

9 **VI.**

10 Order Geranio, Field, The Good One and Kaleidoscope to pay civil penalties  
11 pursuant to Section 20(d) of the Securities Act and Section 21(d)(3) of the  
12 Exchange Act [15 U.S.C. §§ 77t(d), 78u(d)(3)];

13 **VII.**

14 Permanently bar Geranio and Field from serving as an officer or director of  
15 an issuer that has a class of securities registered pursuant to Section 12 of the  
16 Exchange Act, as amended [15 U.S.C. § 78l] or that is required to file reports  
17 pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)], pursuant to  
18 Section 20(e) of the Securities Act and Section 21(d)(2) of the Exchange Act [15  
19 U.S.C. §§ 77t(e) and 78u(d)(2)];

20 **VIII.**

21 Permanently bar Geranio, Field, The Good One and Kaleidoscope from  
22 participating in any offering of penny stock pursuant to Section 20(g) of the  
23 Securities Act and Section 21(d)(6) of the Exchange Act [15 U.S.C. §§ 77t(g) and  
24 78u(d)(6)];

25 **IX.**

26 Order relief defendant BWRE Holdings, LLC to disgorge all funds it  
27 received from defendants' ill-gotten gains or by which it has been unjustly  
28 enriched, including all investor funds transferred to it or used for its benefit,

1 including prejudgment interest thereon.

2 X.

3 Grant such equitable relief as may be appropriate or necessary for the benefit  
4 of investors pursuant to Exchange Act Section 21(d)(5) [15 U.S.C. § 78u(d)(5)].

5 **DEMAND FOR JURY TRIAL**

6 The Commission hereby demands a trial by jury pursuant to Rule 38(b) of the  
7 Federal Rules of Civil Procedure.

8 DATED: May 16, 2012

9 Respectfully submitted,

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12 \_\_\_\_\_  
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