

1 DOUGLAS M. MILLER (Cal. Bar No. 240398)
Email: millerdou@sec.gov
2 PETER DEL GRECO (Cal. Bar No. 164925)
Email: delgreco@sec.gov

3 Attorneys for Plaintiff
4 Securities and Exchange Commission
Michele Wein Layne, Regional Director
5 Alka N. Patel, Associate Regional Director
Jennifer Barry, Acting Regional Trial Counsel
6 444 S. Flower Street, Suite 900
Los Angeles, California 90071
7 Telephone: (323) 965-3998
Facsimile: (213) 443-1904

8
9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 SECURITIES AND EXCHANGE
12 COMMISSION,

13 Plaintiff,

14 vs.

15 JULIE A. MINUSKIN, DENNIS R.
16 DIRICCO, THOMAS F. CASEY,
17 GOLDEN GENESIS, INC. and
JOSHUA P. STOLL,

18 Defendants.
19

Case No. '22CV0483 JO AGH

COMPLAINT

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

22 **JURISDICTION AND VENUE**

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

28 2. Defendants have, directly or indirectly, made use of the means or

1 instrumentalities of interstate commerce, of the mails, or of the facilities of a national
2 securities exchange in connection with the transactions, acts, practices and courses of
3 business alleged in this complaint.

4 3. Venue is proper in this district pursuant to Section 22(a) of the Securities
5 Act, 15 U.S.C. § 77v(a), and Section 27(a) of the Exchange Act, 15 U.S.C. § 78aa(a).
6 because certain of the transactions, acts, practices and courses of conduct constituting
7 violations of the federal securities laws occurred within this district. In addition,
8 venue is proper in this district because Defendant Thomas F. Casey (“Casey”) resides
9 in this district.

10 SUMMARY

11 4. From in or about January 2012 through in or about December 2019,
12 Dennis R. DiRicco (“DiRicco”) and Casey raised over \$15 million from investors
13 seeking to invest in their respective companies, Golden Genesis, Inc. (“Golden
14 Genesis”) and Until Tomorrow Drivetrains, LLC (“Until Tomorrow”). What
15 investors did not know, however, was that the only significant revenues these
16 companies generated was the money they raised from investors and that all of their
17 other sources of revenue were vastly insufficient to pay investors the ten percent
18 (10%) interest plus principal payments DiRicco and Casey had promised them. As a
19 result, DiRicco and Casey knew, or were reckless and negligent for not knowing, that
20 the revenues their companies generated were insufficient to make the investor
21 payments and therefore they did so by misusing and misappropriating investor funds
22 (*i.e.* to make Ponzi-like payments), a scheme that was bound to – and eventually did –
23 collapse.

24 5. In addition to defrauding investors in this manner, Casey made
25 materially false and misleading statements in Golden Genesis’ marketing materials in
26 order to lure investors, claiming that their investments would be secured by the filing
27 of a UCC-1 Financing Statement on all the assets of Golden Genesis. In reality,
28 Casey never filed the UCC-1 and knew, or was reckless and negligent for not

1 knowing, that the investments were not secured by the assets of Golden Genesis.

2 6. Of the approximately 300 investors defrauded and misled by DiRicco
3 and Casey, all were clients of Retire Happy, LLC (“Retire Happy”), a company that
4 purportedly provided investors with financial education and financial strategies on
5 how to leverage their retirement accounts and create passive income for themselves
6 by participating in “investment opportunities.”

7 7. Julie A. Minuskin (“Minuskin”) owned Retire Happy and, as its sole
8 managing member, was the one who ran its day-to-day operations. Minuskin used
9 Retire Happy to promote Golden Genesis and Until Tomorrow as investment
10 opportunities to her clients.

11 8. Minuskin did this primarily through Joshua P. Stoll (“Stoll”), who
12 worked for Minuskin at Retire Happy as an “account specialist.” At Minuskin’s
13 direction, Stoll told investors that the investment opportunities offered by Golden
14 Genesis and Until Tomorrow were “safe and secure.” Unbeknownst to the investors,
15 however, neither Minuskin nor Stoll had conducted due diligence on any of the
16 investment opportunities they promoted to Retire Happy clients and they had no
17 legitimate basis for saying these investments were “safe and secure.”

18 9. Moreover, Minuskin and Stoll never told investors about their own
19 financial interest in Golden Genesis, or that Retire Happy would receive a large
20 commission – sometimes as high as twelve percent (12%) – based on the amount of
21 money Retire Happy clients invested. Minuskin also knew, or was reckless and
22 negligent for not knowing, that some of the money that Retire Happy clients invested
23 in these companies would be used to make Ponzi-like payments to other investors
24 (*i.e.*, pay the interest and principal owed to other investors). Nevertheless, Minuskin
25 aided and abetted DiRicco and Casey in their scheme to defraud investors by failing
26 to tell her Retire Happy clients about the Ponzi-like payments and by continuing to
27 promote Golden Genesis and Until Tomorrow as safe and secure investment
28 opportunities to them.

1 10. Finally, DiRicco, Casey, Minuskin and Stoll offered these Golden
2 Genesis and Until Tomorrow securities to Retire Happy clients without registering
3 them with the SEC and without qualifying for any exemptions to the registration
4 requirements. Similarly, Minuskin and Stoll acted as brokers in these offerings
5 without registering themselves with the SEC and without qualifying for any
6 exemptions to the registrations requirements. Despite being unregistered, the Golden
7 Genesis and Until Tomorrow offerings raised approximately \$10.1 million and \$5.9
8 million from over 200 investors and 100 investors, respectively. Minuskin received
9 approximately \$1.1 million as commissions and Stoll received more than \$400,000 as
10 commissions.

11 11. By engaging in this conduct:

12 (a) Defendants Minuskin, DiRicco, Casey, Golden Genesis, and Stoll
13 each have violated, and may be continuing to violate, the securities registration
14 provisions of Section 5(a) and 5(c) of the Securities Act, 15 U.S.C. § 77f;

15 (b) Defendants Minuskin and Stoll each have violated, and may be
16 continuing to violate, the broker-dealer registration provisions of Section 15(a) of the
17 Exchange Act, 15 U.S.C. § 78o(a);

18 (c) Defendant Minuskin has violated, and may be continuing to
19 violate, the antifraud provisions of Section 17(a)(2) of the Securities Act, 15 U.S.C. §
20 77q(a)(2), and Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-
21 5(b) thereunder, 17 C.F.R. § 240.10b-5(b);

22 (d) Defendant DiRicco has violated, and may be continuing to violate,
23 the antifraud provisions of Section 17(a)(1) and (a)(3) of the Securities Act, 15
24 U.S.C. § 77q(a)(1) and ((3), and Section 10b of the Exchange Act, 15 U.S.C. § 78j(b),
25 and Rules 10b-5(a) and (c) thereunder, 17 C.F.R. § 240.10b-5(a) and (c);

26 (e) Defendants Casey and Golden Genesis have each violated, and
27 may be continuing to violate, Section 17(a) of the Securities Act, 15 U.S.C. § 77q,
28 and Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5

1 thereunder; and

2 (f) Defendant Minuskin aided and abetted, and may be continuing to
3 aid and abet, DiRicco's, Casey's and Golden Genesis' violation of the antifraud
4 provisions of Section 17(a)(1) and (a)(3) of the Securities Act, 15 U.S.C. § 77q(a)(1)
5 and ((3), and Section 10b of the Exchange Act, 15 U.S.C. § 78j(b), and Rules 10b-
6 5(a) and (c) thereunder, 17 C.F.R. § 240.10b-5(a) and (c).

7 12. With this action, the SEC seeks permanent injunctive relief against all
8 the defendants to prevent future violations of the federal securities laws,
9 disgorgement of any ill-gotten gains, along with prejudgment interests, civil
10 penalties, an officer and director bar against defendants Casey and DiRicco, and a
11 penny stock bar against defendant DiRicco.

12 **THE DEFENDANTS**

13 13. Defendant Julie A. Minuskin is a resident of Las Vegas, Nevada and was
14 the sole the managing member and chief executive officer of Retire Happy, a Nevada
15 limited liability company. She was also the owner and president of Land Jewels, Inc.,
16 a Nevada corporation.

17 14. Defendant Dennis R. DiRicco is a resident of Camas, Washington and
18 was the chief financial officer and a member of the board of directors of Golden
19 Genesis, a Nevada corporation. He was also the managing member of Until
20 Tomorrow, a California limited liability company. In 1989, DiRicco suffered a
21 federal conviction for obstruction of justice and filing a false tax return. In 2001, he
22 suffered a second federal conviction for obstruction of justice and filing a false tax
23 return. He previously practiced law in California from 1976 until 1989, before
24 resigning around the time of his first federal conviction with disciplinary charges
25 pending against him. In 2009, the California Department of Business Organizations
26 ("CDBO"), presently the Department of Financial Protection & Innovation, issued a
27 cease and desist order against DiRicco for antifraud and registration violations.

28 15. Defendant Thomas F. Casey is a resident of Rainbow, California and is

1 the majority owner, chief executive officer, and a member of the board of directors of
2 Golden Genesis, a Nevada corporation. In 1998, Casey reached a settlement with the
3 SEC in the matter of *SEC v. Casey*, Case No. 98-CV-2214 (D.D.C. Sept. 17, 1998),
4 where he agreed, without admitting or denying the allegations, to accept a civil
5 injunction for securities fraud.

6 16. Defendant Golden Genesis is a Nevada corporation with its principal
7 place of business in San Marcos, Texas, where it ostensibly operates a plasmapheresis
8 center that collects blood plasma from donors between the ages of 18 and 25 and then
9 sells it for out-of-hospital uses, including anti-aging treatments.

10 17. Defendant Joshua P. Stoll is a resident of Las Vegas, Nevada and
11 worked for Retire Happy as an account specialist.

12 **RELEVANT ENTITIES**

13 18. Retire Happy was a Nevada limited liability company located in Las
14 Vegas, Nevada. It specialized in self-directed IRAs and educating individuals on
15 how to leverage their retirement accounts and create passive income for themselves
16 by participating in alternative investments.

17 19. Land Jewels is a Nevada corporation located in Las Vegas, Nevada. It
18 purportedly provides real estate consulting services in professional, scientific and
19 technical services industries.

20 20. Until Tomorrow is a California limited liability company located in
21 Mountain View, California. Its purpose was to pool the funds of investors wanting to
22 participate in the initial public offering (“IPO”) of Adomani, Inc. (“Adomani”), a
23 Delaware corporation located in California that designed, manufactured and installed
24 advanced zero-emission electric and hybrid drivetrain systems for use in new school
25 buses and medium to heavy-duty commercial fleet vehicles. It also designed,
26 manufactured and installed unique and patented conversion kits to replace
27 conventional drivetrain systems for diesel and gasoline powered vehicles zero-
28 emission electric or hybrid drivetrain systems.

1 Happy clients had to liquidate their existing individual retirement account and
2 transfer those assets to a self-directed IRA. Stoll offered to have Retire Happy
3 “facilitate” the transfer of the retirement assets to a self-directed IRA and encouraged
4 investors to use RH Custodian, the custodian with which Retire Happy had a
5 professional alliance agreement.

6 27. Retire Happy and RH Custodian updated and revised their professional
7 alliance agreement. Some agreements contained a “minimum production
8 requirement,” which required Retire Happy to meet a minimum production
9 requirement of twenty-five (25) new accounts for RH Custodian per month. In the
10 event that Retire Happy failed to meet this minimum production requirement, RH
11 Custodian had the right to cease paying Retire Happy referral fees for the remainder
12 of the month in which the minimum production requirement was not met. If the
13 minimum production requirement was not met for a ninety-day (90) period, RH
14 Custodian had the right to terminate the agreement altogether and immediately.

15 28. If an investor agreed to have Retire Happy facilitate the transfer of their
16 retirement assets to RH Custodian, which meant Retire Happy became the agent of
17 record on the client’s account and filled out the necessary paperwork, Retire Happy
18 received a facilitator fee ranging between \$1,000 and \$2,000. The Retire Happy
19 client personally paid this facilitator fee, not RH Custodian, and the client could elect
20 to have the fee paid from the retirement assets they transferred to RH Custodian.

21 29. From approximately January 2012 to December 2019, approximately
22 ninety-five percent (95%) of Retire Happy clients agreed to use RH Custodian for the
23 administration of their self-directed IRA and approximately ninety percent (90%)
24 agreed to pay Retire Happy the facilitator fee.

25 30. Minuskin, as the owner and controller of Retire Happy, directly and
26 indirectly received the referral fees and the facilitator fees. Minuskin used these fees
27 and other sources of revenue to pay Stoll a monthly salary of approximately \$4,000,
28 as well as to pay for his medical benefits. Minuskin also gave Stoll approximately

1 \$200 from the \$1,000 to \$2,000 facilitator fee Retire Happy received.

2 **THE FRAUD**

3 **A. Investment in Golden Genesis**

4 31. In or about April 2016, Minuskin began promoting Golden Genesis as an
5 investment opportunity to her Retire Happy clients. Minuskin learned about Golden
6 Genesis from DiRicco, who had co-founded Golden Genesis a month earlier with
7 Casey, who the SEC had previously sued for securities fraud.

8 32. DiRicco and Casey founded Golden Genesis ostensibly for the purpose
9 of opening and operating plasmapheresis centers that collect blood plasma from
10 donors between the ages of 18 and 25 and sell it for out-of-hospital uses, including
11 anti-aging treatments.

12 33. On or about April 1, 2016, Minuskin, on behalf of Retire Happy, and
13 Casey, on behalf of Golden Genesis, entered into what they described as a consulting
14 agreement. Under the terms of the agreement, Retire Happy agreed to find clients
15 interested in loaning money to Golden Genesis pursuant to a promissory note, where
16 Retire Happy clients would be the “lenders” and Golden Genesis would be the
17 “borrower.” The agreement required Retire Happy to raise \$6 million for Golden
18 Genesis within 12 months. For every Retire Happy client who agreed to make an
19 investment (*i.e.*, enter into a promissory note with Golden Genesis), Golden Genesis
20 agreed to pay Retire Happy a twelve percent (12%) commission, which it based on
21 the gross amount of money each Retire Happy client invested in Golden Genesis.

22 34. Minuskin, Casey and DiRicco agreed that ten percent (10%) of this
23 commission would go to Retire Happy and two percent (2%) would go to Land
24 Jewels, another company that Minuskin owned and operated. Minuskin agreed to
25 kickback the 2% that went to Land Jewels to DiRicco. Minuskin further agreed to
26 give Stoll 1% of the 10% commission paid directly to Retire Happy.

27 **B. Material Misrepresentations to Golden Genesis Investors**

28 35. In April 2016, around the same time Retire Happy began raising money

1 for Golden Genesis, Casey created, on behalf of Golden Genesis, a lender brochure
2 that he knew, or was reckless and negligent for not knowing, Minuskin and Stoll
3 would distribute to Retire Happy clients. The brochure Casey created told investors,
4 among other things, that Golden Genesis would use investor funds to operate
5 plasmapheresis centers strategically located in college communities and that it was
6 seeking \$6 million in financing to develop six (6) of these centers within a year. The
7 brochure Casey created also told investors that the promissory notes would be
8 secured by a UCC-1 Financing Statement on all assets of Golden Genesis, including
9 equipment, inventory, receivables, intellectual property, patents and the bank
10 accounts of Golden Genesis.

11 36. The brochure stated that Golden Genesis would pay investors ten percent
12 (10%) interest on the last day of each month and pay the principal loan back in full
13 within two years, but that Golden Genesis had the right to extend this for up to six
14 months. The brochure also touted Casey's experience as an executive and board
15 member of various companies between 1983 through 2005, including that he had
16 been nominated for Entrepreneur of the Year in 1989 and 1992.

17 37. The lending brochure regarding the filing of the UCC-1 was materially
18 false and misleading because Casey knew, or was reckless and negligent for not
19 knowing, that he never intended to file, and never did file, the UCC-1 Financing
20 Statement securing the promissory notes against the assets of Golden Genesis.

21 38. The lending brochure also failed to disclose that: (1) Golden Genesis had
22 agreed to pay Retire Happy a 12% commission (2% of which would be kicked back
23 to DiRicco) from investor funds; (2) Minuskin received 1 million shares of stock in
24 the Golden Genesis and had large ownership stake in the company; (3) Casey had
25 been the subject of an SEC civil enforcement action in 1998 alleging he committed
26 securities fraud; and (4) DiRicco had two felony convictions and had been the subject
27 of a 2009 CBDO cease and desist order alleging securities fraud.

28 39. In addition to the lending brochure, which Minuskin and Stoll distributed

1 to Retire Happy clients, Minuskin told Stoll that the Golden Genesis investment was
2 “safe and secure.” Stoll repeated this to Retire Happy clients and Minuskin knew, or
3 was reckless and negligent for not knowing, that Stoll would repeat this statement to
4 clients. Minuskin’s statement was materially false and misleading because she never
5 conducted due diligence on the investment Golden Genesis was offering to Retire
6 Happy clients and had no legitimate basis for saying the investment was “safe and
7 secure.”

8 40. On or about January 5, 2018, after Retire Happy raised the initial \$6
9 million it had agreed to raise under the initial consulting agreement, Casey and
10 Minuskin agreed that Retire Happy would raise an additional \$1.5 million under the
11 same terms, except Retire Happy agreed to raise this amount within 2 months instead
12 of 12 months.

13 41. On or about June 14, 2018, on behalf of Golden Genesis, Casey created
14 another lending brochure that he knew, or was reckless and negligent for not
15 knowing, Minuskin and Stoll would distribute to Retire Happy clients. This time, the
16 brochure Casey created told investors, among other things, that Golden Genesis had
17 successfully opened its “flagship” facility in San Marcos, Texas, where it had a blood
18 bank dedicated to providing the world’s highest quality young-plasma for prescribed
19 human infusions. Through the brochure, Casey also told investors that the inventory
20 of plasma at this facility alone was worth \$1,145,000. The brochure further told
21 investors that their promissory notes would be secured by a UCC-1 Financing
22 Statement filed against all the assets of Golden Genesis, including its equipment,
23 inventory, receivables, intellectual property, patents and bank accounts. Finally, the
24 brochure told investors that Golden Genesis would exit its loan obligations using
25 “revenue generated funds from business operations.”

26 42. Once again, the June 14, 2018 lending brochure contained the same
27 material omissions as described above in paragraph 38.

28 43. The statement in the June 14, 2018 lending brochure regarding the filing

1 of the UCC-1 was materially false and misleading because Casey knew, or was
2 reckless and negligent for not knowing, that he never intended to file, and never did
3 file, the UCC-1 Financing Statement securing the promissory notes against the assets
4 of Golden Genesis.

5 44. The statement in the brochure regarding how Golden Genesis would exit
6 its loan obligations was materially false and misleading in that Casey knew, or was
7 reckless and negligent for not knowing, that Golden Genesis's business operations
8 had not generated sufficient revenues for it to pay off its loan obligations and that it
9 was using investor funds to pay back other investors.

10 **C. The Misuse and Misappropriation of Golden Genesis Investor Funds**

11 45. In 2016, only \$848 of Golden Genesis' revenues came from non-investor
12 funds, while \$4,453,200 of its total revenues for that same year came from investor-
13 funded promissory notes. Over the course of that same year, Golden Genesis made
14 \$202,602 in interest payments to investors, and paid \$557,507 in commissions to
15 Retire Happy.

16 46. In 2017, only \$30,253 of Golden Genesis' revenues came from non-
17 investor funds, while \$1,736,280 of its total revenues for that same year (or 98.3%)
18 came from investor-funded promissory notes. Over the course of that same year,
19 Golden Genesis made \$543,867 in interest payments to investors, and paid \$228,103
20 in commissions to Retire Happy.

21 47. In 2018, only \$145,805 of Golden Genesis' revenues came from non-
22 investor funds, while \$2,560,075 of its total revenues for that same year (94.6%)
23 came from investor-funded promissory notes. Over the course of that same year,
24 Golden Genesis made \$800,258 in interest payments to investors, and paid \$324,718
25 in commissions to Retire Happy.

26 48. In 2019, only \$136,464 of Golden Genesis' revenues came from non-
27 investor funds, while \$461,500 of its total revenues for that same year (77.2%) came
28 from investor-funded promissory notes. Over the course of that same year, Golden

1 Genesis made \$609,401 in interest payments to investors, and paid \$43,320 in
2 commissions to Retire Happy.

3 49. With non-investor funds making up such a small percentage of its
4 revenues year-after-year, it could not cover the principal and interest obligations that
5 it owed investors. Instead, Golden Genesis and Casey began making Ponzi-like
6 payments, where they used investor funds to pay other investors the interest and
7 principal they were owed.

8 50. According to Golden Genesis' financial records, between 2016 and
9 2019, a total of \$2.1 million in investor funds were used to make these Ponzi-like
10 payments and this would have been important to a reasonable investor when making
11 the decision to invest in Golden Genesis promissory notes.

12 51. Casey and DiRicco knowingly, recklessly and negligently misused and
13 misappropriated \$2.1 million in investor funds to pay the principal and interest
14 obligations owed to other investors. They both knew that Golden Genesis's business
15 operations had not generated sufficient revenues for it to pay off its loan obligations
16 and that it was using investor funds to pay back other investors. They both had
17 control over and access to Golden Genesis' bank account. Furthermore, Casey was
18 the one who authorized all of the Ponzi-like payments and DiRicco was the one who
19 transferred many of them to RH Custodian for payment.

20 52. Minuskin aided and abetted Golden Genesis, Casey and DiRicco in their
21 misuse and misappropriation of investor funds by continuing to promote Golden
22 Genesis as an investment opportunity to Retire Happy clients, even though she knew,
23 or was reckless for not knowing, that investor funds were being used to make Ponzi-
24 like payments.

25 53. For example, on or about August 31, 2018, Minuskin received an email
26 from Casey saying he still had not received funds from an investor and so he was
27 getting worried about being able to send the interest payments he owed to other
28 investors.

1 54. On or about November 30, 2018, Minuskin received an email from
2 Casey saying that he was expecting to bring in \$100,000 in investor funds to cover
3 that month's interest payments to other investors.

4 55. On or about December 13, 2018, Minuskin received an email from Stoll
5 telling Casey that he would receive \$40,000 from an investor and that Casey should
6 send \$20,000 of it to another investor who wanted his funds returned.

7 56. On or about May 22, 2019, Minuskin received an email from Stoll
8 saying he was working on getting investors to invest with Golden Genesis so Casey
9 could begin using their funds to pay off investor principal and interest.

10 **D. Investment in Until Tomorrow**

11 57. In or about July 2016, Minuskin began promoting Until Tomorrow to
12 her Retire Happy clients as another investment opportunity. Like Golden Genesis,
13 Minuskin learned about Until Tomorrow from DiRicco, who had created Until
14 Tomorrow for the purpose of pooling the funds of investors who wanted to
15 participate in the initial public offering of Adomani. This company purportedly
16 designed, manufactured and installed advanced zero-emission electric and hybrid
17 drivetrain systems for use in new school buses and medium to heavy-duty
18 commercial fleet vehicles.

19 58. Minuskin had direct and indirect control over Until Tomorrow, as well
20 as an ownership stake and access to its financial records.

21 59. On or about December 13, 2016, Until Tomorrow held its first
22 organizational meeting and DiRicco elected "S.S.," the bookkeeper for Retire Happy,
23 as its managing member. Minuskin knew that S.S. was elected as the managing
24 member of Until Tomorrow because DiRicco told her around the same time that this
25 happened.

26 60. On December 14, 2016, Minuskin became an authorized signer on Until
27 Tomorrow's Wells Fargo bank account, giving Minuskin access to Until Tomorrow
28 bank records and giving her authority to conduct bank transactions on its behalf. The

1 authorization form falsely designated Minuskin as the “President” of Until
2 Tomorrow, which Minuskin falsely acknowledged when she signed her name
3 underneath that designation.

4 61. Minuskin also received a fifty percent (50%) ownership stake in Until
5 Tomorrow, while DiRicco received a 30 percent (30%) ownership stake and another
6 Retire Happy employee, “T.M.”, received a twenty percent (20%) ownership stake.

7 62. Around the time Retire Happy began promoting Until Tomorrow to its
8 clients, Minuskin, on behalf of Retire Happy, and DiRicco, on behalf of Until
9 Tomorrow, entered into a Finder’s Fee Agreement. Like with Golden Genesis, under
10 the terms of this agreement, Retire Happy agreed to find clients interested in loaning
11 money to Until Tomorrow pursuant to a promissory note, where Retire Happy clients
12 would be the “lenders” and Until Tomorrow would be the “borrower.” The
13 agreement required Retire Happy to raise between \$2 million and \$4 million for Until
14 Tomorrow. For every Retire Happy client who agreed to make an investment (*i.e.*,
15 enter into a promissory note with Until Tomorrow), Until Tomorrow agreed to pay
16 Retire Happy a twelve percent (12%) commission, which it based on the gross
17 amount of money each Retire Happy client invested in Golden Genesis.

18 63. Minuskin, Casey and DiRicco agreed that ten percent (10%) of this
19 commission would go to Retire Happy and two percent (2%) would go to Land
20 Jewels, another company that Minuskin owned and operated. Minuskin agreed to
21 kick back the 2% that went to Land Jewels to DiRicco. Minuskin further agreed to
22 give Stoll 1% of the 10% commission paid directly to Retire Happy.

23 **E. Material Misrepresentations to Until Tomorrow Investors**

24 64. In December 2016, Retire Happy began raising money for Until
25 Tomorrow. As she had done for Golden Genesis, Minuskin told Stoll that the Until
26 Tomorrow investment was “safe and secure.” Stoll repeated this to Retire Happy
27 clients and Minuskin knew, or was reckless and negligent for not knowing, that Stoll
28 would repeat this statement to clients. Minuskin’s statement was materially false and

1 misleading because she never conducted due diligence on the investment Until
2 Tomorrow was offering to Retire Happy clients and had no legitimate basis for
3 saying the investment was “safe and secure.”

4 **F. The Misuse and Misappropriation of Until Tomorrow Investor Funds**

5 65. Despite Minuskin’s assurance that Until Tomorrow investments were
6 safe and secure, DiRicco immediately began using investor funds to pay back other
7 investors. Between in or about December 2016 and in or about February 2017, 100
8 percent of Until Tomorrow’s revenues (approximately \$5.9 million) came from
9 investor-funded promissory notes.

10 66. With all of Until Tomorrow’s revenues coming from investor funds
11 year-after-year, DiRicco could not cover the principal and interest obligations that
12 were owed investors without making Ponzi-like payments, where he used investor
13 funds to pay other investors the interest and principal they were owed.

14 67. According to Until Tomorrow’s financial records, between in or about
15 January 2017 and in or about May 2018, a total of \$3.2 million in investor funds were
16 used to make these Ponzi-like payments and this would have been important to a
17 reasonable investor when making the decision to invest in Until Tomorrow
18 promissory notes.

19 68. DiRicco knew, or was reckless and negligent for not knowing, that he
20 misappropriated \$3.2 million in investor funds to pay the principal and interest
21 obligations owed to other investors. He had control over and access to Until
22 Tomorrow’s bank account. Furthermore, DiRicco authorized all of the Ponzi-like
23 payments and was the one who transferred them to RH Custodian for payment.

24 69. Minuskin aided and abetted DiRicco’s misappropriation of investor
25 funds by causing Stoll to tell investors that an investment in Until Tomorrow was safe
26 and secure when, in reality, she had no legitimate basis for making this statement.
27 She further aided and abetted DiRicco’s misappropriation by continuing to promote
28 Until Tomorrow as an investment opportunity to Retire Happy clients, even though

1 she knew, or was reckless for not knowing, including through her access to Until
2 Tomorrow’s bank account, that investor funds were being used to make Ponzi-like
3 payments.

4 **G. Minuskin, DiRicco, Casey and Golden Genesis Acted With Scienter and**
5 **Negligence**

6 70. Minuskin knew, or was reckless and negligent for not knowing, that her
7 statements regarding investments in Golden Genesis and Until Tomorrow being “safe
8 and secure” were false and misleading because she had done no due diligence on the
9 investments and had no legitimate basis for making these statements. Minuskin also
10 knew, or was reckless and negligent for not knowing, that Stoll would repeat this
11 statement to Retire Happy clients because she ran Retire Happy’s day-to-day
12 operations of Retire Happy, knew Stoll’s position as an account specialist and
13 because she closely supervised him in that position.

14 71. Minuskin knew, or was reckless for not knowing, that she aided and
15 abetted Casey and DiRicco in their misappropriation of investor funds because she
16 instructed Stoll to tell Retire Happy clients that Golden Genesis and Until Tomorrow
17 were safe and secure investments when, in reality, she had no legitimate basis for
18 making this statement. She further aided and abetted their misappropriation by
19 continuing to promote Golden Genesis and Until Tomorrow as investment
20 opportunities to Retire Happy clients, even though she received emails stating that
21 investor funds were being used to pay other investors and even though she had access
22 to bank records that revealed these Ponzi-like payments.

23 72. DiRicco, whose knowledge and conduct are imputed to Golden Genesis,
24 knowingly, recklessly and negligently misappropriated \$2.1 million in Golden
25 Genesis investor funds and \$3.9 million in Until Tomorrow investor funds to pay the
26 principal and interest obligations owed to other investors. He knew that Golden
27 Genesis and Until Tomorrow did not have sufficient revenues to pay off its loan
28 obligations without using other investors’ funds and was the one who either

1 authorized or transferred the payments to other investors.

2 73. Moreover, DiRicco had twice been convicted of federal felonies
3 involving fraud and deceit. In September 1989, DiRicco suffered a federal conviction
4 for conspiracy to defraud the United States, obstruction of justice, and aiding and
5 abetting the preparation of false tax returns. These offenses involved providing tax
6 advice to an individual engaged in drug sales and relaying information to other
7 parties who then destroyed drugs that were the subject of an investigation. They also
8 involved DiRicco preparing a tax return for another client that contained a false tax
9 deduction. DiRicco received a sentence of five years' probation for this conviction.

10 74. In November 2000, DiRicco suffered his second federal conviction after
11 pleading guilty to a violation of 26 U.S.C. § 7212, interference with the due
12 administration of internal revenue laws. The specific conduct for which Mr. DiRicco
13 was convicted consisted of failing to file his 1993 Form 1040 personal return and
14 failing to file his 1992 and 1993 Form 1120 corporate returns. For this conviction,
15 DiRicco received a sentence of four months of custody followed by four months of
16 home detention.

17 75. In 2009, the CDBO issued a cease and desist order against DiRicco for
18 securities fraud and registrations violations. It alleged, among other things, that
19 DiRicco offered and sold securities in California subject to qualification under the
20 Corporate Securities Law, without such offers or sales first being qualified or exempt,
21 in violation of Corporations Code section 25110. It further alleged that those offers
22 and sales of securities were made by means of written or oral communications that
23 included untrue statements of material fact or omitted to state material facts necessary
24 to make the statements made, in the light of the circumstances under which they were
25 made, not misleading, in violation of Corporations Code section 25401. Finally, it
26 alleged that DiRicco had conducted business as a broker-dealer or investment adviser
27 without having first obtained a certificate authorizing such activities, in violation of
28 sections 25210 and 25230 of the California Corporations Code.

1 81. Minuskin, DiRicco and Casey never obtained a legal opinion from an
2 attorney stating that the promissory notes being offered by Golden Genesis were not
3 securities.

4 82. Nevertheless, between in or about April 2016 and in or about August
5 2019, Golden Genesis raised approximately \$10.1 million from over 200 Retire
6 Happy investors. Minuskin, DiRicco, Casey, Golden Genesis and Stoll, directly and
7 indirectly, offered and sold these securities on behalf of Golden Genesis, and
8 Minuskin and Stoll each received commissions for doing so.

9 83. Similarly, between in or about December 2016 and in or about February
10 2017, Until Tomorrow raised approximately \$5.9 million from over 100 Retire
11 Happy investors. Minuskin, DiRicco, and Stoll, directly and indirectly, offered and
12 sold these securities on behalf of Until Tomorrow and Minuskin and Stoll received
13 commissions for doing so.

14 84. Minuskin, DiRicco, Casey, Golden Genesis and Stoll each directly and
15 indirectly offered and sold the promissory notes of Golden Genesis and Until
16 Tomorrow without ever registering them with the SEC. No registration statements
17 were ever filed for these offerings and no exemptions from registration were
18 available.

19 85. The offer and sale of Golden Genesis and Until Tomorrow were made to
20 investors throughout the United States, including Nevada, Missouri, Maine, and
21 Texas. None of the Defendants made any effort to determine the sophistication or
22 accreditation of the investors and none of the investors were given access to the kind
23 of information that SEC registration would reveal, such as audited financial
24 statements.

25 86. Minuskin directly and indirectly participated in the unregistered offer
26 and sale of Golden Genesis and Until Tomorrow securities by setting up a boiler
27 room inside the offices of Retire Happy and hiring a team of sales agents to cold-call
28 investors throughout the United States, including Nevada, Missouri, Maine, and

1 Texas.

2 87. Stoll directly and indirectly participated in the unregistered offer and
3 sale of Golden Genesis and Until Tomorrow securities by working as an “account
4 specialist” inside the boiler room at Retire Happy, where he spoke with investors and
5 promoted Golden Genesis and Until Tomorrow securities as safe and secure
6 investments.

7 88. DiRicco directly and indirectly participated in the unregistered offer and
8 sale of Until Tomorrow securities by negotiating and drafting the terms of the
9 consulting agreement between Retire Happy and Until Tomorrow, and by signing the
10 promissory notes on behalf of Until Tomorrow.

11 89. Golden Genesis and Casey, whose knowledge and conduct are imputed
12 to Golden Genesis, directly and indirectly participated in the unregistered offer and
13 sale of Golden Genesis securities by creating the lending brochures that Minuskin and
14 Stoll distributed to investors, and by signing the promissory notes on behalf of
15 Golden Genesis.

16 90. Minuskin and Stoll each acted as unregistered brokers of Golden
17 Genesis and Until Tomorrow and did not qualify for any exemptions from
18 registration, because they both received transaction-based compensation from Golden
19 Genesis and Until Tomorrow. Minuskin received approximately \$1.1 million in
20 commissions and Stoll received approximately \$400,000 in commissions.

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1 **FIRST CLAIM FOR RELIEF**

2 **Fraud in the Connection with the Purchase and Sale of Securities**

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

4 **(against Defendants Casey and Golden Genesis)**

5 91. The SEC realleges and incorporates by reference paragraphs 1 through
6 90 above.

7 92. Defendants Casey and Golden Genesis each defrauded and made
8 materially false and misleading statements to investors about the filing of an UCC-1
9 Finance Statement and exiting loan obligations through revenue from business
10 operations when, in fact, they knew, or were reckless and negligent for not knowing,
11 that they never intended to file a UCC-1 Finance Statement and that they were using
12 investor funds to pay the interest and principal owed to other investors.

13 93. By engaging in the conduct described above, Defendants Casey and
14 Golden Genesis, and each of them, directly or indirectly, in connection with the
15 purchase or sale of a security, by the use of means or instrumentalities of interstate
16 commerce, of the mails, or of the facilities of a national securities exchange: (a)
17 employed devices, schemes, or artifices to defraud; (b) made untrue statements of a
18 material fact or omitted to state a material fact necessary in order to make the
19 statements made, in the light of the circumstances under which they were made, not
20 misleading; and (c) engaged in acts, practices, or courses of business which operated
21 or would operate as a fraud or deceit upon other persons.

22 94. By engaging in the conduct described above, Defendants Casey and
23 Golden Genesis each violated, and unless restrained and enjoined will continue to
24 violate, Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rules 10b-5(a),
25 10b-5(b), and 10b-5(c) thereunder, 17 C.F.R. §§ 240.10b-5(a), 240.10b-5(b) &
26 240.10b-5(c).

THIRD CLAIM FOR RELIEF

Fraud in the Offer or Sale of Securities

Violations of Section 17(a) of the Securities Act

(against Defendants Casey and Golden Genesis)

99. The SEC realleges and incorporates by reference paragraphs 1 through 90 above.

100. Defendants Casey and Golden Genesis each defrauded and made materially false and misleading statements to investors about the filing of an UCC-1 Finance Statement and exiting loan obligations through revenue from business operations when, in fact, they knew, or were reckless and negligent for not knowing, that they never intended to file a UCC-1 Finance Statement and that they were using investor funds to pay the interest and principal owed to other investors.

101. By engaging in the conduct described above, Defendants Casey and Golden Genesis, and each of them, directly or indirectly, in the offer or sale of securities, and by the use of means or instruments of transportation or communication in interstate commerce or by use of the mails directly or indirectly: (a) employed devices, schemes, or artifices to defraud; (b) obtained money or property by means of untrue statements of a material fact or by omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchaser.

102. By engaging in the conduct described above, Defendants Casey and Golden Genesis violated, and unless restrained and enjoined will continue to violate, Sections 17(a)(1), 17(a)(2), and 17(a)(3) of the Securities Act, 15 U.S.C. §§ 77q(a)(1), 77q(a)(2), & 77q(a)(3).

FIFTH CLAIM FOR RELIEF

**Fraud in the Connection with the Purchase and Sale of Securities
Violations of Section 10(b) of the Exchange Act and Rule 10b-5(b)
(against Defendant Minuskin)**

107. The SEC realleges and incorporates by reference paragraphs 1 through 90 above.

108. Defendant Minuskin made materially false and misleading statements to investors about Golden Genesis and Until Tomorrow being safe and secure investments when, in fact, she knew, or were reckless and negligent for not knowing, that she never conducted due diligence on these investment opportunities promoted to Retire Happy clients and had no legitimate basis for saying this.

109. By engaging in the conduct described above, Defendant Minuskin, directly or indirectly, in connection with the purchase or sale of a security, by the use of means or instrumentalities of interstate commerce, of the mails, or of the facilities of a national securities exchange made untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

110. By engaging in the conduct described above, Defendant Minuskin violated, and unless restrained and enjoined will continue to violate, Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rules 10b-5(b) thereunder, 17 C.F.R. §§ 240.10b-5(b).

SIXTH CLAIM FOR RELIEF

Fraud in the Offer or Sale of Securities

Violations of Section 17(a)(2) of the Securities Act

(against Defendant Minuskin)

111. The SEC realleges and incorporates by reference paragraphs 1 through 90 above.

112. Defendant Minuskin obtained approximately \$1.1 million in commissions by making materially false and misleading statements to investors about Golden Genesis and Until Tomorrow being safe and secure investments when, in fact, she knew, or were reckless and negligent for not knowing, that she never conducted due diligence on these investment opportunities promoted to Retire Happy clients and had no legitimate basis for saying this.

113. By engaging in the conduct described above, Defendant Minuskin, directly or indirectly, in the offer or sale of securities, and by the use of means or instruments of transportation or communication in interstate commerce or by use of the mails directly or indirectly obtained money or property by means of untrue statements of a material fact or by omitting to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

114. By engaging in the conduct described above, Defendant Minuskin violated, and unless restrained and enjoined will continue to violate, Section 17(a)(2) of the Securities Act, 15 U.S.C. §§ 77q(a)(2).

NINTH CLAIM FOR RELIEF

**Aiding and Abetting Violations of
17(a)(1), and 17(a)(3) of the Securities Act and
Section 10(b) of the Exchange Act, and Rule 10b-5(a) and (c)
(against Defendant Minuskin)**

123. The SEC realleges and incorporates by reference paragraphs 1 through 90 above.

124. Defendant Minuskin aided and abetted Defendants DiRicco, Casey and Golden Genesis in their schemes to defraud and their material misrepresentations to investors. By continuing to promote Golden Genesis and Until Tomorrow as investment opportunities to Retire Happy clients, even though she knew, or was reckless for not knowing, that investor funds were being used to make these Ponzi-like payments, Minuskin knowingly or recklessly provided substantial assistance to Defendants DiRicco, Casey and Golden Genesis in their above violations.

125. By reason of the conduct described above, Defendant Minuskin violated Sections 17(a)(1), and 17(a)(3) of the Securities Act, and Section 10(b) of the Exchange Act, and subsections (a) and (c) of Rule 10b-5 thereunder, by knowingly and recklessly providing substantial assistance to, and thereby aided and abetted Defendants DiRicco, Casey and Golden Genesis in their primary violations of Sections 17(a)(1), and 17(a)(3) of the Securities Act, and Section 10(b) of the Exchange Act, and subsections (a) and (c) of Rule 10b-5 thereunder.

126. Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and subsections (a) and (c) of Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5.

PRAYER FOR RELIEF

WHEREFORE, the SEC respectfully requests that the Court:

I.

Issue findings of fact and conclusions of law that Defendants Minuskin, DiRicco, Casey, Golden Genesis and Stoll committed the alleged violations.

II.

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

III.

Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of Civil Procedure, permanently enjoining DiRicco and his officers, agents, servants, employees and attorneys, and those persons in active concert or participation with him, who receive actual notice of the judgment by personal service or otherwise, and each of them, from violating Section 17(a)(1) and (2) of the Securities Act [15 U.S.C. §77q(a)], and Section 10(b) of the Exchange Act [15 U.S.C. §§ 78j(b)] and Rule 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5].

IV.

Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of Civil Procedure, permanently enjoining Minuskin, DiRicco, Casey, Golden Genesis and Stoll, and their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of the judgment by personal service or otherwise, and each of them, from violating Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a), 77e(c)].

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V.

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

VI.

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

VII.

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

VIII.

Pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)], and Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)], bar Defendants DiRicco and Casey from acting as an officer or director of any issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. § 78l], or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. § 78o(d)].

IX.

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

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X.

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

XI.

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

Dated: April 8, 2022

/s/ Douglas M. Miller

DOUGLAS M. MILLER
Attorney for Plaintiff
Securities and Exchange Commission