

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

SECURITIES AND EXCHANGE COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 5:24-cv-805
)	
v.)	
)	
IMER GOMEZ, Individually and d/b/a)	JURY TRIAL DEMANDED
K&G INVESTMENT SOLUTIONS, LLC, and)	
HELIOS VENTURE FUND, LLC,)	
)	
Defendants,)	
)	
and)	
)	
ERIC CLAXTON, and)	
HEATHER CLAXTON,)	
)	
Relief Defendants.)	

COMPLAINT

Plaintiff United States Securities and Exchange Commission (the “SEC”) files this Complaint against Defendants Imer Gomez (“Gomez”), individually and d/b/a K&G Investment Solutions, LLC (“K&G”), and Helios Venture Fund, LLC (“Helios”) (collectively, “Defendants”) and Relief Defendants Eric Claxton and Heather Claxton, alleging as follows:

NATURE OF THE ACTION

1. From approximately August 2021 to September 2023 (the “Relevant Time Period”), Gomez used K&G and Helios, an entity he wholly controlled, to solicit clients to open purported investment advisory accounts that he would manage on their behalf.
2. Despite Helios being termed a “fund,” neither Helios nor K&G were investment funds. Rather, K&G and Helios were investment “advisers” that, according to the investment

management agreements Gomez had clients sign, “manage[d] and direct[ed] ... on a discretionary basis” each investor’s “actively traded portfolio of securities that consist of select exchange-traded funds and individual stocks.”

3. In soliciting prospective clients, Gomez claimed to be an experienced trader who could provide clients *monthly* double-digit returns by trading securities on their behalf. He also claimed that K&G and Helios were insured for up to 75% of the value of each client’s account. Gomez, who primarily offered these investment advisory services to Hispanic clients, obtained approximately \$9 million of client deposits.

4. Contrary to Defendants’ representations, however, Defendants never used client funds to trade securities, never created or supervised any client accounts, and never obtained insurance for client funds or accounts. Instead, Gomez used client funds to sustain a lavish lifestyle, make Ponzi payments, and fund unrelated business ventures. He also loaned and transferred approximately \$666,000 of client funds to his ex-girlfriend’s father, Eric Claxton, who, along with his wife, Heather Claxton, used those funds to purchase real estate.

5. To conceal the fraud, Gomez sent clients fake account statements showing fictitious gains on their purported advisory accounts. When Gomez ran out of client assets, he claimed that a “sudden liquidation” essentially destroyed the business and prevented him from returning client funds. He further lulled clients by claiming Helios was finalizing a guaranteed bailout loan so he could return clients’ funds. No such loan existed, and clients never received their money back.

6. By engaging in the foregoing activities, Defendants violated the antifraud provisions of the federal securities laws, namely Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];

Section 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)]; and Sections 206(1) and (2) of the Investment Advisers Act of 1940 (“Advisers Act”) [15 U.S.C. §§ 80b-6(1), (2)].

7. The SEC brings this action against Defendants seeking: (i) permanent injunctive relief, including conduct-based injunctions against Gomez; (ii) disgorgement of ill-gotten gains, together with prejudgment interest; (iii) a civil penalty against Gomez; and (iv) such further relief the Court may deem just and appropriate. The Commission also seeks disgorgement of ill-gotten gains, together with prejudgment interest, from Relief Defendants Eric Claxton and Heather Claxton.

DEFENDANTS

8. **Imer Gomez**, age 28, is a dual citizen of the U.S. and Mexico, and resided in San Antonio, Texas during the Relevant Time Period. Gomez was the President and CFO of Helios. K&G appears to be an assumed name used by Gomez to transact business and engage with advisory clients.

9. **Helios Venture Fund, LLC** is a Texas limited liability company with its principal place of business in San Antonio. Helios purports to be an investment adviser.

RELIEF DEFENDANTS

10. **Eric Claxton**, age 47, resides in San Antonio.

11. **Heather Claxton**, age 47, resides in San Antonio.

JURISDICTION AND VENUE

12. The Commission brings this action pursuant to authority conferred upon it by Sections 20(b) and 20(d) of the Securities Act [15 U.S.C. §§ 77t(b) and 77t(d)], Sections 21(d)

and 21(e) of the Exchange Act [15 U.S.C. §§ 78u(d) and 78u(e)], and Sections 209(d) and 209(e) of the Advisers Act [15 U.S.C. §§ 80b-9(d) and 80b-9(e)].

13. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d), and 77v(a)], Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), (e), and 78aa], and Sections 209(d), 209(e), and 214(a) of the Advisers Act [15 U.S.C. §§ 80b-9(d), 80b-9(e), and 80b-14(a)].

14. The definition of “security” under both Section 2(a)(1) of the Securities Act and Section 3(a)(10) of the Exchange Act specifically includes “stock” or any “group or index of securities” which would encompass the types of securities that Gomez and Helios promised to purchase and sell for clients.

15. In connection with the conduct described in this Complaint, Defendants, directly or indirectly, made use of the mails or the means or instruments of transportation or communication in interstate commerce by, among other means, soliciting and accepting investments via the internet, transmitting investor contracts and account statements via email, and accepting client deposits via mail, wire, or other electronic-funds transfers.

16. Venue is proper in this District pursuant to Section 20 of the Securities Act [15 U.S.C. § 77t], Section 27 of the Exchange Act [15 U.S.C. § 78aa], and Section 214 of the Advisers Act [15 U.S.C. § 80b-14]. Defendants transacted business in this District, and certain of the acts, practices, transactions, and courses of business constituting violations of the federal securities laws alleged in this Complaint occurred within this District. Specifically, Gomez resided in and solicited clients within this District and executed advisory agreements with clients within this District. The Relief Defendants also reside within this District.

FACTUAL ALLEGATIONS

A. Gomez solicited clients to deposit money into fake advisory accounts.

17. Gomez is a self-identified professional gambler with no known experience investing or managing money on behalf of clients. In August 2021, Gomez began soliciting prospective clients to open purported advisory accounts by having them execute Investment Management Services Agreements (the “Advisory Agreements”) with K&G.

18. The initial Advisory Agreements identified Gomez as K&G’s President and CFO, and Gomez signed the agreements in his purported role as K&G’s President and CFO. The Advisory Agreements also identified K&G as the investment adviser; in reality, K&G appears to not have been registered with any state as an LLC and, upon information and belief, is an assumed name used by Gomez. K&G had no bank accounts of its own and Gomez directed clients to deposit their funds into bank accounts controlled by Gomez and held in his name. Gomez controlled K&G and its decision making.

19. Sometime in 2022, Gomez phased out the K&G name and purportedly began opening advisory accounts under a newly formed company named Helios. Gomez controlled Helios as its sole member. Similar to K&G, Gomez requested that new clients execute Advisory Agreements, which identified Helios as the investment adviser. The Advisory Agreements listed Gomez as Helios’s President and CFO, and Gomez signed the agreements on behalf of Helios. Gomez controlled Helios and its decision making.

20. Gomez and Helios solicited clients (directly and indirectly via word of mouth from existing clients) by claiming that he was an experienced securities trader and promising to purchase and sell securities in separately managed client accounts that would earn double-digit

monthly returns. He told at least one client via telephone that he wanted to help the Hispanic community build generational wealth.

21. Defendants were each engaged in the business of advising clients as to the advisability of investing in, purchasing, or selling securities for compensation. K&G and Helios offered clients three different investment management packages ranging from conservative to aggressive trading. The promised returns and accompanying management fees that clients paid to K&G and Helios varied depending on the package, with higher returns corresponding to the more aggressive package:

Management Packages	Package Fees
Aggressive Day Trading	\$350 per week
Weekly / Monthly Swing	\$500 per month
Long Term Growth	\$800 per quarter

22. The Advisory Agreements provided that K&G, and later Helios, would select securities to trade for each client’s purported advisory account that would “protect capital, generate income and obtain capital growth.” K&G and Helios had broad authority under the agreements to “manage and direct [. . .] on a discretionary basis” each client’s account and to “purchase, sell, invest, exchange, convert and trade any securities and instruments and any other transaction therein” for the accounts. In the Advisory Agreements distributed throughout the Relevant Time Period, K&G and Helios represented to clients that K&G or Helios would actively trade a portfolio of select exchange-traded funds and individual stocks chosen from a K&G or Helios newsletter. However, K&G and Helios never distributed a newsletter to their clients.

B. Defendants falsely represented to clients that their investments were covered by insurance.

23. During his solicitations, Gomez promised prospective clients that their money would be safe and secure. Similarly, in the Advisory Agreements, Defendants represented that

clients' purported advisory accounts were covered by insurance (whether the accounts were at K&G or Helios). According to the Advisory Agreements, the client accounts were:

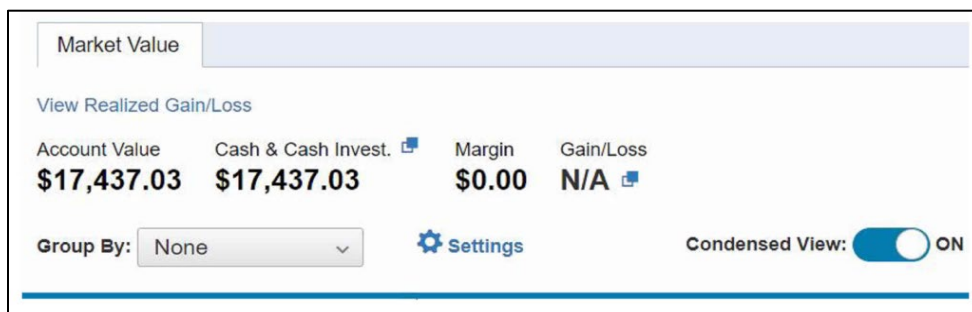
insured for up to 75% of Client's Portfolio if the loss is categorized as a 1. Catastrophic loss 2. more than 80% loss in a single business day due to market wide collapses. Catastrophic loss defined as: 10% decline in DJI, SPX, or NASDAQ market indexes in a single business day.

24. Gomez reiterated these false statements about insurance when talking to clients and prospective clients. In or around June 2023, one client requested proof of the purported insurance, but Gomez responded that he was not legally permitted to provide such information.

25. In fact, Defendants never created accounts for clients, nor did they secure insurance for such purported accounts. When he ultimately ran out of client funds, Gomez told clients, including those who viewed the insurance coverage as an important part of their decision to become a client and to open an account, that Helios sought a bailout loan to repay the missing funds (*see* paragraphs 33-35 below).

C. Gomez, as K&G and via Helios, provided false statements to clients showing substantial returns.

26. Per the Advisory Agreements, K&G and Helios promised to provide weekly performance statements showing each client's account performance. The statements that Defendants actually provided to clients were one-line emails listing account balances that constantly increased.



The screenshot displays a financial dashboard with the following elements:

- Market Value:** A light blue header bar.
- View Realized Gain/Loss:** A link in blue text.
- Account Value:** \$17,437.03
- Cash & Cash Invest.:** \$17,437.03
- Margin:** \$0.00
- Gain/Loss:** N/A
- Group By:** A dropdown menu set to "None".
- Settings:** A gear icon followed by the word "Settings".
- Condensed View:** A toggle switch labeled "ON".

27. These account statements that K&G and Helios sent to the clients were false. K&G and Helios never created or funded individual client accounts. They never purchased or sold securities. Notably, the account statements failed to identify any transactions executed; they just listed a fictitious value, which Gomez, on behalf of K&G and Helios, artificially increased, which convinced clients of continued growth in their accounts. Additionally, these fictitious account statements persuaded certain clients to send additional funds to Gomez to invest within the purported managed accounts.

D. Defendants misappropriated client funds and used them for undisclosed purposes, including making Ponzi payments and paying for personal expenses.

28. The Advisory Agreements stated that clients would deposit their funds into a K&G, and later a Helios, bank account and that the funds would then be routed to that client's personalized and managed account. After signing the Advisory Agreement, clients were typically instructed to send their money to a Gomez-controlled bank account. Clients invested via cash and also transferred funds to Defendants via checks, wires, bank transfers, credit cards, and online payment systems such as PayPal and Zelle. Client funds were commingled within these Gomez-controlled bank accounts.

29. During the Relevant Time Period, Gomez received into accounts he controlled assets from clients totaling approximately \$9 million. Gomez used the majority of client funds to make Ponzi payments to other clients, pay personal expenses, pay non-client third parties (including for other business ventures), pay employees and pay commissions/bonuses for client referrals, or to make cash withdrawals.

30. No client funds were transferred from the accounts Gomez controlled to any trading platform. Contrary to the Advisory Agreements and Gomez's promises to clients,

Defendants never created individual client accounts and never used client funds to buy or sell securities on clients' behalf.

E. Gomez transferred client funds to Relief Defendants.

31. In March and April 2022, Eric Claxton deposited a total of \$100,000 with Helios. By June 2022, Eric Claxton received these funds back. Thereafter, from June 2022 to March 2023, Claxton also received from Helios and Gomez approximately \$196,000 sourced from commingled client funds. From June 2023 to August 2023, the Claxtons (Eric and Heather) jointly received from Defendants another approximately \$370,000 from commingled client funds.

32. In total, Gomez (individually and through Helios) sent approximately \$666,000 of commingled client funds to Eric and/or Heather Claxton (including the \$100,000 contribution paid back to Eric Claxton), some of which were characterized as loans. Eric and Heather Claxton have: (1) not repaid any of the amounts purportedly loaned by Gomez and (2) did not provide any services or other value in exchange for such funds.

F. When client funds ran out, Defendants tried to conceal the scheme by misleading clients regarding an alleged "bailout loan."

33. On September 19, 2023, Gomez, in his role as president of Helios, sent clients a letter claiming that Helios "was impacted by a sudden and unrecoverable liquidation." He failed to identify the reasons for the liquidation event, citing a "strict Non-Disclosure Agreement." Defendants' bank records show that what Gomez described as a liquidation event was simply Gomez running out of money from new clients to continue his scheme.

34. In his letter to clients, Gomez claimed that Helios had "secured a guaranteed bailout loan" from a lender ("Lender") to reimburse clients for any losses. Gomez represented that (1) the Lender's commitment to the loan was "steadfast," (2) loan disbursements would

commence immediately, and (3) all clients would receive their initial capital by February 1, 2024. Gomez signed the letter as Helios's President.

35. Gomez's promises about the bailout loan and repayment of client funds were false. In truth, while Gomez met with a potential lender, he never secured a loan. Even when he spoke to the Lender, Gomez never provided the Lender with documentation to allow the Lender to conduct its required financial due diligence.

FIRST CLAIM FOR RELIEF
(Against Defendants Gomez and Helios)
Violations of 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]

36. Plaintiff incorporates by reference each and every allegation contained in the paragraphs above.

37. By engaging in the acts and conduct alleged herein, Defendants, directly or indirectly, in connection with the purchase or sale of securities, by use of the means or instrumentality of interstate commerce, or of the mails, knowingly or with severe recklessness:

- a. employed a device, scheme, or artifice to defraud; and/or
- b. made an untrue statement of a material fact, or omitted 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/or
- c. engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit upon any person.

38. By reason of the foregoing, Defendants have violated, and unless enjoined will continue to violate, 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].

SECOND CLAIM FOR RELIEF
(Against Defendants Gomez and Helios)
Violations of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]

39. Plaintiff incorporates by reference each and every allegation contained in the paragraphs above.

40. By engaging in the acts and conduct alleged herein, Defendants, directly or indirectly, in the offer or sale of securities, by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, have:

- a. knowingly or with severe recklessness employed a device, scheme, or artifice to defraud; and/or
- b. knowingly, with severe recklessness, or negligently obtained money or property by means of an untrue statement of a material fact or an omission 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/or
- c. knowingly, with severe recklessness, or negligently engaged in a transaction, practice, or course of business which operated or would operate as a fraud or deceit upon the purchaser.

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

THIRD CLAIM FOR RELIEF
(Against Defendants Gomez and Helios)
Violations of Sections 206(1) and (2) of the Advisers Act
[15 U.S.C. §§ 80b-6(1), (2)]

42. Plaintiff incorporates by reference each and every allegation contained in the paragraphs above.

43. By engaging in the conduct alleged above, Gomez and Helios, directly or indirectly, by the use of the mails or any means or instrumentality of interstate commerce, while acting as investment advisers within the meaning of Section 202(a)(11) of the Advisers Act [15 U.S.C. § 80b-2(a)(11)], have: (a) employed a device, scheme, or artifice to defraud a client or prospective client; and/or (b) engaged in a transaction, practice, or course of business which operated as a fraud or deceit upon a client or prospective client.

44. With regard to the violations of Section 206(1) of the Advisers Act, Gomez and Helios engaged in the conduct knowingly or with severe recklessness. With regard to the violations of Section 206(2), Gomez and Helios engaged in the conduct at least negligently.

45. By reason of the foregoing, Gomez and Helios have violated, and unless enjoined will continue to violate, Sections 206(1) and (2) of the Advisers Act.

FOURTH CLAIM FOR RELIEF
(Against Relief Defendants Eric Claxton and Heather Claxton)
Equitable Claim for Disgorgement With Regards to Relief Defendants

46. Plaintiff re-alleges and incorporates the foregoing paragraphs by reference as if set forth verbatim in this Claim.

47. Eric Claxton and Heather Claxton, directly or indirectly, received funds or benefited from the use of such funds, which are the proceeds, or are traceable to the proceeds, of Defendants' unlawful activity alleged above. The Claxtons obtained funds and property, directly or indirectly, from Gomez that were obtained by him as a result of the securities law violations described herein.

48. Eric Claxton and Heather Claxton have no legitimate claim to these funds that they received or from which they otherwise benefited, directly or indirectly.

49. Based upon the allegations set forth above, Eric Claxton and Heather Claxton have been unjustly enriched by their direct or indirect receipt of, or benefit from, funds from clients of K&G or Helios.

50. The Commission is entitled to an order requiring Eric Claxton and Heather Claxton to disgorge all of the proceeds they received, either directly or indirectly, from Gomez, or from which they benefited, either directly or indirectly.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that the Court enter a judgment:

1. Permanently enjoining Defendants from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], 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], and Sections 206(1) and 206(2) of the Advisers Act [15 U.S.C. §§ 80b-6(1), (2)].

2. Permanently enjoining Gomez from:

- a. directly or indirectly, including but not limited to, through any entity owned or controlled by him, participating in the issuance, purchase, offer, or sale of any security, provided, however, that such injunction shall not prevent Gomez from purchasing or selling securities for his own personal account; and
- b. directly or indirectly acting as or being associated with any broker, dealer, or investment adviser. For purposes of this paragraph: a) a person is associated with a broker or dealer if such person is a partner, officer, director, or branch manager of such broker or dealer (or occupies a similar status or performs similar functions), directly or indirectly controls, is

controlled by, or is under common control with such broker or dealer, or is an employee of such broker or dealer; and b) a person is associated with an investment adviser if such person is a partner, officer, or director of such investment adviser (or performs similar functions), or directly or indirectly controls or is controlled by such investment adviser, including any employee of such investment adviser;

3. Ordering Defendants to disgorge, jointly and severally, all ill-gotten gains obtained as a result of the conduct alleged herein, together with prejudgment interest thereon, pursuant to the Court's equitable powers and Exchange Act Sections 21(d)(3), 21(d)(5), and 21(d)(7) [15 U.S.C. §§ 78u(d)(3), 78u(d)(5), and 78u(d)(7)];

4. Ordering Relief Defendants Eric Claxton and Heather Claxton to disgorge, jointly and severally, all ill-gotten gains obtained and benefits obtained, or to which they were otherwise not entitled, as a result of the conduct alleged herein, together with prejudgment interest thereon, pursuant to the Court's equitable powers and Exchange Act Sections 21(d)(3), 21(d)(5), and 21(d)(7) [15 U.S.C. §§ 78u(d)(3), 78u(d)(5), and 78u(d)(7)];

5. Ordering Gomez to pay a civil penalty pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)], Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], and Section 209(e) of the Advisers Act [15 U.S.C. § 80b-9(e)]; and

6. Imposing such other and further relief as the Court may deem just and proper.

Dated: July 14, 2025

Respectfully submitted,

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION

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