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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

vs.

SHANNON ILLINGWORTH AND
GP SOLUTIONS, INC.,

Defendants.

Case No.

COMPLAINT

Plaintiff Securities and Exchange Commission (“Commission” or “SEC”), for its Complaint against Defendants Shannon Illingworth (“Illingworth”) and GP Solutions, Inc. (“GP Solutions”) (collectively, “Defendants”), alleges as follows:

JURISDICTION AND VENUE

1. The Commission brings this action pursuant to Section 20(b) of the
2 Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77t(b)] and Sections 21(d)(1)
3 and 21(d)(1), (5) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C.
4 § 78u(d)(1), (5)]. This Court has jurisdiction over this action pursuant to Securities

Act Section 22(a) [15 U.S.C. § 77v(a)] and Exchange Act Section 27 [15 U.S.C. § 78aa].

2. Venue is proper in this Court pursuant to Securities Act Section 22(a) [15 U.S.C. § 77v(a)] and Exchange Act Section 27 [15 U.S.C. § 78aa] because the acts, practices and courses of business constituting violations alleged herein occurred in this District. Also, at all relevant times, GP Solutions was headquartered in this District.

3. Defendants, directly or indirectly, made use of the means or instrumentalities of interstate commerce or of the mails in connection with the transactions, acts, practices, and courses of business alleged herein, and will continue to do unless enjoined.

SUMMARY

4. From at least June 2020 to May 2022, Defendants engaged in a fraudulent scheme to conceal Illingworth's control of GP Solutions, a public company, and other related entities. GP Solutions was in the business of manufacturing and selling shipping containers known as pods. Defendants hid from the investing public that most of GP Solutions' revenue came from sales of pods to related parties secretly controlled by Illingworth, thereby deceiving investors about the company's true financial condition.

5. To carry out this scheme, Illingworth arranged for third parties to serve as the titular owners or officers of GP Solutions and several related entities when, in reality, Illingworth controlled their operations.

6. Meanwhile, while claiming to follow Generally Accepted Accounting Principles (“GAAP”), GP Solutions issued numerous materially false and misleading financial reports that failed to properly disclose the company’s related party transactions in accordance with GAAP. From 2019 to 2021, undisclosed related party transactions accounted for between 65% and 89% of GP Solutions’ annual revenues. As a result, GP Solutions investors were kept in the dark about the company’s

material dependence on related parties.

7. Additionally, between January 2020 and November 2022, Illingworth, through his private company GP Capital Group, Inc., a/k/a Star Ag Sales and Leasing Corp. (“GP Capital”), engaged in the unregistered offer and sale of securities in the form of sale-leaseback agreements. Specifically, GP Capital sold pods to investors, which were housed together as a pod farm for the purpose of harvesting and selling cannabis, and then leased back the pods from the investors. The sale-leaseback agreements constituted securities and were marketed to the investing public without any applicable exemption from registration.

VIOLATIONS AND RELIEF SOUGHT

8. By engaging in a scheme to conceal GP Solutions' related party transactions, Defendants violated of Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [15 U.S.C. § 240.10b-5(a), (c)].

9. By offering the sale-leaseback agreements without any applicable exemption from registration, Illingworth violated Securities Act Sections 5(a) and (c) [15 U.S.C. § 77e(a), (c)].

10. The Commission seeks a final judgment: (a) permanently enjoining Defendants from violating the federal securities laws and rules this Complaint alleges they have violated; (b) ordering Illingworth to pay a civil penalty pursuant to Securities Act Section 20(d) [15 U.S.C. § 77t(d)] and Exchange Act Section 21(d)(3) [15 U.S.C. § 78u(d)(3)]; (c) prohibiting Illingworth from serving as an officer or director of any company that has a class of securities registered under Exchange Act Section 12 [15 U.S.C. § 78l] or that is required to file reports under Exchange Act Section 15(d) [15 U.S.C. § 78o(d)], pursuant to Securities Act Section 20(e) [15 U.S.C. § 77t(e)] and Exchange Act Section 21(d)(2) [15 U.S.C. § 78u(d)(2)]; (d) prohibiting Illingworth from participating in any offering of a penny stock, pursuant to Securities Act Section 20(g) [15 U.S.C. § 77t(g)] and Exchange Act Section 21(d)(6) [15 U.S.C. § 78u(d)(6)]; and (e) ordering any other and further relief the Court may

deem just and proper.

11. Defendants, directly or indirectly, made use of the means or instrumentalities of interstate commerce or of the mails in connection with the transactions, acts, practices, and courses of business alleged herein, and will continue to do so unless enjoined.

DEFENDANTS

12. GP Solutions is a Nevada corporation and was headquartered in Colton, California. The company's common stock was quoted and traded on OTC Link ATS under the ticker symbol GWPD until the Commission suspended trading in its securities on October 2, 2019. Since the trading suspension ended on October 16, 2019, unsolicited quotations for the company's common stock have been submitted on the Expert Market tier of OTC Link ATS.

13. Illingworth, age 57, resides in Jenks, Oklahoma. Illingworth founded GP Solutions in 2018, was a director of the company from December 2018 through February 2020, and has served as its interim CEO since December 5, 2024. Notwithstanding Illingworth's lack of a formal officer or director role between February 2020 and December 2024, he controlled GP Solutions at all relevant times. As discussed herein, Illingworth also controlled numerous private entities.

OTHER RELEVANT ENTITIES

14. GP Capital is a Wyoming corporation headquartered in Skiatook, Oklahoma, founded by Illingworth in 2018. For most of the relevant period, GP Capital was headquartered in Corona, California. Illingworth owned and controlled GP Capital at all relevant times.

FACTS

I. Background on GP Solutions' Financial Statements

15. OTC Markets Group, Inc. (“OTC Markets”) is an American financial services corporation that operates a financial market providing price and liquidity information for thousands of over-the-counter (“OTC”) securities, such as those

1 issued by GP Solutions.

2 16. GP Solutions published annual and quarterly disclosure statements
 3 (“Disclosures”) on OTC Markets’ website.

4 17. These Disclosures, which were available to the investing public, included
 5 GP Solutions’ financial statements. The Disclosures stated that the financial
 6 statements were prepared in accordance with GAAP.

7 18. GAAP is a series of authoritative standards (set out by policy boards,
 8 including the Financial Accounting Standards Board) that standardizes and regulates
 9 the definitions, assumptions, and methods used in accounting across industries, and
 10 seeks to ensure that a company’s financial statements are complete, consistent, and
 11 comparable. This makes it easier for investors to analyze and extract useful
 12 information across different companies.

13 19. GAAP requires companies to disclose material transactions with related
 14 parties.

15 20. Pursuant to Accounting Standards Codification Topic 850, Related Party
 16 Disclosures (“ASC 850”), related parties are defined as, among other things, “[o]ther
 17 parties with which the entity may deal if one party controls or can significantly
 18 influence the management or operating policies of the other to an extent that one of
 19 the transacting parties might be prevented from fully pursuing its own separate
 20 interests.”

21 21. With respect to related party transactions, ASC 850 requires disclosure of
 22 the (a) nature of the relationship; (b) description of the transaction; and (c) the dollar
 23 amount of the transaction. ASC 850-10-50-1.

24 **II. Defendants’ Scheme to Conceal GP Solutions’ Related Party Transactions**

25 *A. Illingworth’s Control Over GP Solutions and Related Parties*

26 22. Illingworth formed GP Solutions in December 2018 through a reverse
 27 merger between a shell company and a private entity that he controlled.

28 23. GP Solutions’ business was to manufacture and sell shipping containers

1 known as pods, which were fitted for growing produce, including cannabis.

2 24. Although Illingworth resigned as a director of GP Solutions in February
 3 2020, he acted at all relevant times as GP Solutions' control person through his sole
 4 and undisclosed control of Fluid Holdings, Inc. ("Fluid Holdings") which held all of
 5 GP Solutions' Series A control shares.

6 25. Illingworth, together with his immediate family members and entities he
 7 controlled, also owned a majority of GP Solutions' common stock.

8 26. Illingworth also controlled numerous private entities that did business
 9 with GP Solutions, including GP Capital, 3353 Needles Highway, LLC ("Needles"),
 10 Advanced Container Technologies, Inc. ("Advanced Container"), Agtech, Inc.
 11 ("Agtech"), AR Systems, Inc. ("AR Systems"), Grassfire, LLC ("Grassfire"), and
 12 Micro Farming, Inc. ("Micro Farming") (collectively, the "Related Parties").

13 27. These entities were related parties to GP Solutions by virtue of their
 14 being under the common control of Illingworth.

15 28. Illingworth generally kept his name off the Related Parties' corporate
 16 records, while nonetheless maintaining actual control over their operations and
 17 finances.

18 29. Illingworth arranged for friends or family members to serve as titular
 19 control persons or officers of the Related Parties.

20 30. For example, on corporate documents for Advanced Container, GP
 21 Capital and Micro Farming, the names and signatures of the nominal owners were
 22 friends or family members of Illingworth who were not actually involved in running
 23 the respective businesses.

24 31. Illingworth also used the address of Agtech's nominal owner as a mail
 25 drop to conceal Illingworth's control over the company.

26 32. For Grassfire, Micro Farming and Needles, Illingworth concealed his
 27 control by not including his name on incorporation documents.

28 ///

1 *B. GP Solutions' Related Party Transactions*

2 33. From 2019 to 2021, GP Solutions earned most of its revenue by selling
 3 pods to Related Parties controlled by Illingworth.

4 34. Table 1 below shows GP Solutions' revenue from sales to the Related
 5 Parties during this period.

6 Table 1: GP Solutions' Related Party Sales

	2019	2020	2021	Total
Needles	\$600	\$9,900		\$10,500
Agtech	\$400			\$400
AR Systems	\$2,568			\$2,568
Advanced Container		\$490,530	\$2,897,441	\$3,387,971
GP Capital	\$256,793	\$876,936	\$378,947	\$1,512,676
Grassfire		\$535,035	\$44,655	\$579,690
Micro Farming	\$1,096,274	\$1,394,256		\$2,490,530
Total Sales to Related Parties:	\$1,356,634	\$3,306,657	\$3,321,043	\$7,984,334

16 35. As demonstrated in Table 2 below, these sales to Related Parties
 17 accounted for 65%-89% of GP Solutions' total sales for 2019, 2020, and 2021.

18 Table 2: Related Party Sales as a Percentage of GP Solutions' Total Sales

	2019	2020	2021	Total
Total Reported Sales:	\$2,081,798	\$3,732,347	\$4,453,251	\$10,267,396
Sales to Related Parties:	\$1,356,634	\$3,306,657	\$3,321,043	\$7,984,334
Related Party Sales as Percentage of Total Sales	65%	89%	75%	78%

25 *C. GP Solutions' False Disclosures to Investors*

26 36. Between June 2020 and May 2022, GP Solutions published a total of 13
 27 Disclosures containing the company's annual or quarterly financial statements. These
 28 financial statements failed to disclose that sales to the Related Parties were related

1 party transactions.

2 37. Specifically, the relevant Disclosures included GP Solutions': (a) Annual
 3 Report for the fiscal year ended December 31 2019, published on June 19, 2020; (b)
 4 Quarterly Report for the quarter ended March 31, 2020, published on August 11,
 5 2020; (c) Quarterly Report for the quarter ended June 30, 2020, published on
 6 September 28, 2020; (d) Quarterly Report for the quarter ended September 30, 2020,
 7 published on November 18, 2020; (e) Annual Report for the fiscal years ended
 8 December 31, 2019 and December 31, 2020, published on April 15, 2021; (f)
 9 Quarterly Report for the quarter ended March 31, 2021, published on May 10, 2021;
 10 (g) Quarterly Report for the quarter ended June 30, 2021, published on August 16,
 11 2021; (h) Amended Annual Report for the fiscal years ended December 31, 2019 and
 12 December 31, 2020, published on November 18, 2021; (i) Amended Quarterly Report
 13 for the quarter ended March 31, 2021, published on November 18, 2021; (j) Amended
 14 Quarterly Report for the quarter ended June 30, 2021, published on November 22,
 15 2021; (k) Quarterly Report for the quarter ended September 30, 2021, published on
 16 November 22, 2021; (l) Annual Report for the fiscal year ended December 31 2021,
 17 published on April 14, 2022; and (m) Quarterly Report for the quarter ended March
 18 31, 2022, published on May 13, 2022.

19 38. The undisclosed related party transactions were material to GP Solutions'
 20 financial statements given that they accounted for most of the company's sales
 21 revenue during the applicable periods.

22 39. The Disclosures represented that the financial statements were prepared
 23 in accordance with GAAP, which was false because, as described above, GAAP
 24 requires the disclosure of material related party transactions. *See* ASC 850

25 40. The financial statements contained in the Disclosures included a note
 26 entitled "Related Party Transactions," which only identified transactions with entities
 27 affiliated with GP Solutions' nominal executives, but failed to identify any of the
 28 Related Parties controlled by Illingworth or any of the sales to Related Parties shown

1 in Table 1 above.

2 41. This omission further rendered GP Solutions' Disclosures misleading.

3 42. Although the Disclosures were signed by GP Solutions' nominal CFO
4 and CEO, Illingworth received copies of certain Disclosures and was therefore aware
5 that they concealed GP Solutions' transactions with the Related Parties.

6 43. A reasonable investor would have considered it important to know that
7 most of GP Solutions' sales were to Related Parties.

8 44. By concealing GP Solutions' dependence on the Related Parties,
9 Defendants deprived investors of a true and transparent picture of the company's
10 financial condition.

11 45. During the time period covered by the Disclosures, GP Solutions' stock
12 traded at a price under \$5/share and did not qualify for any exemptions to the
13 definition of a penny stock under the Exchange Act. GP Solutions' stock therefore
14 qualified as a penny stock under the Exchange Act.

15 46. By virtue of causing the Disclosures to be issued by GP Solutions,
16 Illingworth participated in an offering of a penny stock because the Disclosures were
17 designed to induce the purchase or sale of GP Solutions' stock, which qualified as a
18 penny stock.

19 **III. Illingworth's Offer and Sale of Unregistered Securities**

20 47. From January 2020 to November 2022, GP Capital offered investors the
21 opportunity to simultaneously purchase an individual pod — generally for \$100,000
22 — and lease it back to GP Capital, pursuant to sale-leaseback agreements.

23 48. Illingworth raised approximately \$11 million for GP Capital through the
24 unregistered sale of securities, in the form of these sale-leaseback agreements, to 39
25 investors.

26 49. GP Capital sold and leased back approximately 115 pods, which were
27 housed together as a pod farm in Skiatook, Oklahoma for cannabis cultivation.

28 50. GP Capital used a third-party licensed operator to cultivate and harvest

1 the cannabis grown in the pods, which was then processed into cannabis products for
 2 sale.

3 51. GP Capital used the profits it obtained from the sale of the cannabis
 4 products to pay communal operating expenses of the pod farm and to pay investors
 5 their quarterly returns, which were styled as “rent” payments.

6 52. Illingworth marketed the sale-leaseback agreements via GP Capital’s
 7 website, press releases, and paid advertisements in newspapers and on billboards.

8 53. Illingworth obtained the names of potential investors through GP
 9 Capital’s website and by purchasing pitch lists.

10 54. At Illingworth’s direction, a sales team called potential investors,
 11 introduced themselves using titles such as “Senior Account Representative” and “Vice
 12 President of Investment Relations,” and pitched potential investors on the value of
 13 investing in GP Capital’s cannabis business.

14 55. The sales team told investors that they would receive an annual 20%
 15 return paid as rent each quarter (*i.e.*, \$5,000 per quarter for a \$100,000 pod).

16 56. GP Capital and its sales team did not conduct any suitability analysis of
 17 the investors to invest through the sale-leaseback agreements.

18 57. After hearing the sales pitch, investors would receive a copy of the sale-
 19 leaseback agreement and a prospectus.

20 58. Consistent with the sales pitch, the prospectus stated that investors would
 21 receive an annual 20% return paid as rent each quarter. The prospectus linked this
 22 promised rate of return to GP Capital’s management of the pods, stating that “GP
 23 Capital guarantees your lease payments for the full term of your lease ... We manage
 24 the POD and its operations leasing and paying quarterly. Over 20% on your
 25 investment.”

26 59. The prospectus also referred to the sale-leaseback agreements as a high
 27 yield investment where investors’ “money [would] grow with the pros.”

28 60. The prospectus touted GP Capital’s “medical grade cultivation

1 equipment" and "state-of-the-art indoor farm" and stated that GP Capital "takes care
 2 of any licensing, permits, fees and the operations of your Grow Pods."

3 61. Likewise, the sale-leaseback agreements guaranteed investors quarterly
 4 payments of "rent" totaling 20% of the purchase price of the pod annually.

5 62. The sale-leaseback agreements included a "Use and Maintenance" clause
 6 which said that GP Capital "will exercise due care in the installation, use, operation,
 7 and maintenance of the Equipment . . . at its own expense . . .".

8 63. GP Capital's salespersons represented to investors that lease payments
 9 were derived from the profits of the pod farm and thus were dependent on the success
 10 of GP Capital's overall cannabis sales.

11 64. Illingworth himself made similar representations connecting the lease
 12 payments with the profitability of the cannabis business. For example, in a March
 13 2023 letter to investors, Illingworth wrote, "[a]ll of this lost inventory added up to
 14 hundreds of thousands of dollars of lost revenue for GP Capital and its leaseholders.
 15 To put this in perspective, that is about equal to four quarters of lease payments."

16 65. Likewise, in a February 2024 email to leaseholders, Illingworth wrote:
 17 "...our goal at GP Capital is to ensure that we can provide some form of financial
 18 return to our leaseholders on a quarterly basis. ... navigating the cannabis market in
 19 Oklahoma is indeed a battle. ... The reduction in suppliers may eventually lead to an
 20 uptick in market prices, providing some relief and potential correction for those of us
 21 who remain."

22 66. Illingworth co-mingled investor funds into one GP Capital bank account.

23 67. Securities Act Section 5 [15 U.S.C. § 77e] makes it unlawful for any
 24 person, directly or indirectly, to offer or sell securities, unless a registration statement
 25 is filed with the Commission and is in effect as to such offer or sale.

26 68. The sale-leaseback agreements constitute securities as defined under the
 27 Securities Act.

28 69. None of the sale-leaseback agreements offered or sold by Illingworth

1 through GP Capital were offered or sold pursuant to a registration statement filed with
 2 the Commission.

3 70. No valid exemptions from registration applied to the offer and sale of the
 4 sale-leaseback agreements.

5 **FIRST CLAIM FOR RELIEF**

6 **Violations of Exchange Act Section 10(b) and**
 7 **Rules 10b-5(a) and 10b-5(c) thereunder**
 8 **(Against Both Defendants)**

9 71. The SEC realleges and incorporates by reference paragraphs 1 – 46
 10 above.

11 72. By engaging in the acts and conduct alleged above, Defendants, directly
 12 or indirectly, singly or in concert, in connection with the purchase or sale of securities
 13 and by the use of means or instrumentalities of interstate commerce, or the mails, or
 14 the facilities of a national securities exchange, knowingly or recklessly have (i)
 15 employed one or more devices, schemes, or artifices to defraud; and/or (ii) engaged in
 16 one or more acts, practices, or courses of business which operated or would operate as
 17 a fraud or deceit upon other persons.

18 73. By reason of the foregoing, Defendants violated, and, unless enjoined,
 19 will again violate Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules
 20 10b-5(a) and 10b-5(c) thereunder [17 C.F.R. § 240.10b-5(a), (c)].

21 **SECOND CLAIM FOR RELIEF**

22 **Violations of Sections 5(a) and 5(c) of the Securities Act**
 23 **(Against Illingworth)**

24 74. The SEC realleges and incorporates by reference paragraphs 1 – 14 and
 25 47 – 70 above.

26 75. Illingworth, directly or indirectly, singly or in concert, and
 27 notwithstanding the fact that there was no applicable exemption: (a) made use of
 28 means or instruments of transportation or communication in interstate commerce or of

the mails to sell, through the use or medium of a prospectus or otherwise, securities as to which no registration statement was in effect; (b) for the purpose of sale or for delivery after sale, carried or caused to be carried through the mails or in interstate commerce, by any means or instruments of transportation, securities as to which no registration statement was in effect; and/or (c) made use of means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy, through the use or medium of a prospectus or otherwise, securities as to which no registration statement had been filed.

76. By reason of the foregoing, Illingworth violated, and, unless enjoined, will again violate Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. § 77e(a), (c)].

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court enter a Final Judgment:

I.

Permanently enjoining Illingworth and his agents, servants, employees and attorneys and all persons in active concert or participation with any of them from violating, directly or indirectly, Securities Act Sections 5(a) and 5(c) [15 U.S.C. § 77e(a), (c) and Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5(a), (c)];

II.

Permanently enjoining GP Solutions and its agents, servants, employees and attorneys and all persons in active concert or participation with them from violating, directly or indirectly, Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5(a), (c)];

III.

Ordering Illingworth to pay a civil penalty pursuant to Securities Act Section 20(d) [15 U.S.C. § 77t(d)] and Exchange Act Section 21(d)(3) [15 U.S.C. § 78u(d)(3)];

IV.

Ordering that Illingworth be prohibited from serving as an officer or director of a public company, pursuant to Exchange Act Section 21(d)(2) [15 U.S.C. § 78u(d)(2)];

V.

Ordering that Illingworth be prohibited from participating in any offering of a 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, under Exchange Act Section 21(d)(6) [15 U.S.C. § 78u(d)(6)] and Securities Act Section 20(g)(1) [15 U.S.C. § 77t(g)(1)]; and

VI.

Granting any other and further relief this Court may deem just and proper.

Dated: January 8, 2026

/s/ Charles E. Canter

Charles E. Canter (Cal. Bar No. 263197)

Christopher J. Dunnigan (*pro hac vice*
forthcoming)

Thomas W. Peirce (*pro hac vice forthcoming*)

Attorneys for Plaintiff

Securities and Exchange Commission

Complaints and Other Initiating Documents

[2:26-cv-00184 Securities and Exchange Commission v. Illingworth et al](#)

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

Notice of Electronic Filing

The following transaction was entered by Canter, Charles on 1/8/2026 at 11:15 AM PST and filed on 1/8/2026

Case Name: Securities and Exchange Commission v. Illingworth et al

Case Number: [2:26-cv-00184](#)

Filer: Securities and Exchange Commission

Document Number: [1](#)

Docket Text:

COMPLAINT No Fee Required - US Government, filed by Plaintiff Securities and Exchange Commission. (Attorney Charles E. Canter added to party Securities and Exchange Commission(pty:pla))(Canter, Charles)

2:26-cv-00184 Notice has been electronically mailed to:

Charles E. Canter canterc@sec.gov, irwinma@sec.gov, kams@sec.gov

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