UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

JORDAN MEADOW, STEVEN TEIXEIRA, and CHRIS FARRANT,

Defendants.

AMENDED COMPLAINT

JURY TRIAL DEMANDED

Case No. 23-cv-05573 (JLR)

Plaintiff United States Securities and Exchange Commission (the "Commission"), for its Complaint against Defendants Jordan Meadow ("Meadow"), Steven Teixeira ("Teixeira"), and Chris Farrant ("Farrant") alleges as follows:

SUMMARY

1. This action concerns Defendants' insider trading in the securities of several issuers based on material nonpublic information Teixeira misappropriated from his romantic partner's laptop, which she left unattended while they both worked from home during the COVID-19 pandemic.

2. Teixeira lived and had a romantic relationship with an executive assistant (the "Executive Assistant") who worked at a New York-based investment bank (the "Investment Bank") during the relevant period.

3. From in or about late 2020 through in or about May 2022, Teixeira misappropriated material nonpublic information from the Executive Assistant's laptop.

4. The material nonpublic information Teixeira misappropriated related to mergers and acquisitions involving the Investment Bank and its clients. On the basis of this material

nonpublic information, Teixeira bought call options on numerous securities, including the securities of Domtar Corporation ("Domtar"), Proofpoint, Inc. ("Proofpoint"), CDK Global, Inc. ("CDK"), Score Media and Gaming, Inc. ("Score"), and VMWare, Inc. ("VMWare"), among others. Teixeira's illicit profits on these trades exceeded $28,000.

5. Teixeira shared the material nonpublic information that he misappropriated with others. He unlawfully communicated it to several of his friends, including his close friend and former roommate, Farrant, so that they too could profitably trade on the misappropriated information. Farrant's total illicit profits from trading on the material nonpublic information he received from Teixeira exceeded $25,000.

6. Teixeira and Farrant also tipped material nonpublic information to Meadow. Meadow was at relevant times a registered representative at a New York-based registered broker dealer (the "Brokerage Firm").

7. Meadow shared Teixeira's misappropriated information, including that it had been misappropriated, with his friend and co-worker, Ronald Smith ("Smith"), another registered representative at the Brokerage Firm. Smith used the material nonpublic information to trade in his account, as well as to cause trades to be placed in the brokerage account of his then-girlfriend and now-wife.[1]

8. In exchange for the material nonpublic information, Meadow offered to compensate Teixeira and Farrant, including potentially by providing them with Rolex watches. Meadow and Smith also discussed compensating Teixeira and Farrant in exchange for providing them material nonpublic information.

[1] On March 30, 2026, the Commission filed an action against Smith relating to his alleged insider trading, entitled *SEC v. Smith*, 01:26-cv-02582 (S.D.N.Y.) (JLR), which is presently stayed pending the resolution of the criminal matter against Smith, *United States v. Smith*, 26-cr-00114 (S.D.N.Y.) (GBD).

9. Meadow traded in, among others, securities of Score and VMWare in his own account. Meadow's illicit profits on these trades totaled more than $730,000.

10. Smith's illicit profits from trading based on the information he received from Meadow totaled more than $530,000 in his own account and more than $25,000 in the account of Smith's then-girlfriend.

11. Meadow and Smith also used the misappropriated information to recommend profitable trades to their customers at the Brokerage Firm, including customers they shared, for which they received commissions.

12. Together, customers of Meadow and Smith made millions of dollars on timely trades in securities of Score, while Meadow and Smith also made hundreds of thousands more in commissions.

VIOLATIONS

13. Defendants violated 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] by engaging in the conduct this Complaint describes.

14. Defendants will engage in the acts, practices, transactions, and courses of business set forth in this Complaint or in acts, practices, transactions, and courses of business of similar type and object, unless they are restrained and enjoined.

NATURE OF THE PROCEEDINGS AND RELIEF SOUGHT

15. The Commission brings this action pursuant to Exchange Act Sections 21(d) [15 U.S.C. § 78u(d)], 21(e) [15 U.S.C. § 78u(e)] and 21A(a) [15 U.S.C. § 78u-1(a)].

16. The Commission seeks a final judgment (a) permanently enjoining Defendants from violating Section 10(b) of the Exchange Act or Rule 10b-5 thereunder; (b) ordering

Defendants to disgorge ill-gotten gains they received as a result of the violations this Complaint alleges, and to pay prejudgment interest pursuant to Exchange Act Sections 21(d)(5) and 21(d)(7) [15 U.S.C. §§ 78u(d)(5) and 78u(d)(7)]; (c) ordering Defendants to pay civil penalties pursuant to Exchange Act Section 21A [15 U.S.C. § 78u-l]; (d) prohibiting Defendants Meadow and Teixeira from serving as officers or directors 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 Exchange Act Section 21(d)(2) [15 U.S.C. § 78u(d)(2)]; and (e) ordering any other and further relief the Court may deem just and proper.

JURISDICTION AND VENUE

17. This Court has jurisdiction over this action pursuant to Sections 21(d), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d), (e) and 78aa].

18. Venue in this District is proper pursuant to Section 27 of the Exchange Act [15 U.S.C. § 78aa]. During the relevant period, Defendants were found and transacted business in the Southern District of New York, and certain of the acts, practices, and courses of business constituting the violations of the federal securities laws alleged herein occurred within the Southern District of New York. Specifically, during the relevant time period, Meadow worked at the Brokerage Firm, which is located in the District, Farrant came to the District frequently for work, Farrant shared material nonpublic information with Meadow in the District, and Defendants conducted their unlawful trading on exchanges located in the District.

DEFENDANTS

19. **Meadow**, age 37, is a resident of Plainfield, New Jersey. He served as a registered representative of the Brokerage Firm from in or about 2018 to June 2023. Farrant introduced Meadow to Teixeira.

20. **Teixeira**, age 36, is a resident of Queens, New York. He was, at relevant times, employed by an international payment processing company as its Chief Compliance Officer, and was a certified anti-money laundering specialist. He was, at relevant times, a close friend and former roommate of Farrant, and a friend of Meadow.

21. **Farrant**, age 36, is a resident of Brick, New Jersey. He has served as a project manager at a commercial real estate services company. He was, at relevant times, a friend of Teixeira and Meadow.

OTHER RELEVANT INDIVIDUALS AND ENTITIES

22. **Smith** was, at relevant times, a co-worker of Meadow at the Brokerage Firm, where Smith was also a registered representative. Smith and Meadow worked side by side when they were both in the office and frequently communicated with one another including in person, on the phone, and via text message.

23. **Executive Assistant** was, at relevant times, employed by the Investment Bank as an executive assistant. At the Investment Bank, the Executive Assistant was responsible for, among other things, scheduling meetings of the Investment Bank's valuation and fairness committees concerning potential transactions involving the Investment Bank's clients. The Executive Assistant had access to material nonpublic information relating to dozens of the Investment Bank's deals.

24. **Investment Bank** is a U.S.-based investment bank and financial services company headquartered in New York, within the Southern District of New York.

COMMONLY-USED TRADING TERMS

25. A stock option, commonly referred to as an "option," gives its purchaser-holder the option to buy or sell shares of an underlying stock at a specified price (the "strike" price) prior to the expiration date. Options are generally sold in "contracts," which give the option holder the opportunity to buy or sell 100 shares of an underlying stock.

26. A "call" option gives the purchaser-holder of the option the right, but not the obligation, to purchase a security at a specified strike price within a specific period of time. Generally, the buyer of a call option anticipates that the price of the underlying security will increase during that period of time.

FACTS

I. Teixeira Accessed the Investment Bank's Material Nonpublic Information

27. The Executive Assistant worked for the Investment Bank from in or about 2014 through in or about February 2023.

28. The Executive Assistant had two primary responsibilities at the Investment Bank. First, she supported several investment bankers. Second, she was responsible for scheduling valuation and fairness committee meetings for the Investment Bank. These meetings related to confidential potential transactions involving the Investment Bank's clients, including potential mergers and acquisitions of publicly traded companies.

29. Several bankers whom the Executive Assistant supported shared their Microsoft Outlook calendars with her. The bankers' calendar items were thus visible within the Executive

Assistant's Outlook. Accordingly, anyone with access to the Executive Assistant's Outlook account would also have access to the calendars and calendar items of these bankers.

30. Deal teams working on transactions provided the Executive Assistant with scheduling request forms for valuation and fairness committee meetings. These forms included the names of the companies participating in, and the material terms relating to, the proposed deals. The Executive Assistant created and sent calendar invitations for the meetings, attaching the scheduling request forms to the invitations.

31. Starting in or about June 2020, the Executive Assistant lived in an apartment in Queens, New York that she shared with Teixeira.

32. The Executive Assistant and Teixeira shared confidences, including about their relationship, their families, and their work and careers. The Executive Assistant trusted Teixeira to maintain those confidences, and Teixeira knew that the Executive Assistant expected him to keep the information confidential.

33. The Executive Assistant worked from the Queens, New York apartment she shared with Teixeira during the relevant period. The Executive Assistant accessed her work files and the Investment Bank's Outlook application from home by logging into the Investment Bank's computer system via her personal laptop.

34. The Investment Bank's online portal for employees working remotely locked automatically after a period of inactivity. The system could detect that an employee was not typing or moving their mouse, for example, and would require the employee to log in again to access the Investment Bank's files.

35. The Executive Assistant often left the apartment she shared with Teixeira during the workday or otherwise left her laptop unattended.

36. Teixeira was familiar with the Executive Assistant's work-from-home routine. In particular, Teixeira was aware that the Executive Assistant left her laptop unattended at their apartment during the workday.

37. Teixeira provided the Executive Assistant with a device that moved the Executive Assistant's mouse while she was away from her computer. This device simulated user activity and prevented the Investment Bank's online portal from detecting that the Executive Assistant was away from her computer, which would otherwise cause the system to lock and require the Executive Assistant to log in to access the Investment Bank's files.

38. The Executive Assistant asked Teixeira to check her work email while she was away during the workday, and to alert her if she received emails that required her attention.

39. In providing Teixeira access to her laptop and work applications, the Executive Assistant trusted Teixeira not to access or misappropriate the Investment Bank's confidential information for his own benefit.

II. Teixeira Misappropriated the Investment Bank's Material Nonpublic Information and Shared It With Others

40. In or about late 2020, Teixeira began misappropriating the Investment Bank's confidential information from the Executive Assistant's laptop for his own benefit.

41. Teixeira accessed the Executive Assistant's laptop while she was away—either out of the room or away from the apartment entirely. Using his access, Teixeira reviewed the Executive Assistant's Outlook application to find valuation and fairness committee meetings relating to mergers and acquisitions of public companies. He then reviewed the attachments containing the party names and material terms of potential transactions involving the Investment Bank's clients.

42. Teixeira told Farrant that he was accessing the Executive Assistant's laptop without her permission to obtain information from the Investment Bank. Teixeira and Farrant discussed sharing the Investment Bank's material nonpublic information that Teixeira was obtaining from Executive Assistant's laptop with others.

43. In particular, Teixeira and Farrant discussed sharing the information with Meadow because Meadow worked in the securities industry and might compensate Teixeira and Farrant for providing him with the material nonpublic information Teixeira obtained.

44. Teixeira shared material nonpublic information that he obtained from the Executive Assistant's laptop with Farrant, Meadow, and others so that they could trade on the basis of the information.

45. In or about March 2021, Teixeira, Meadow, and Farrant drove together from Queens to Hoboken, New Jersey. During the drive, the three discussed the insider trading scheme.

46. On the drive, Teixeira provided Farrant and Meadow with material nonpublic information about potential transactions involving Domtar and CDK, which he had surreptitiously obtained from the Executive Assistant's laptop.

47. During that drive or in other conversations with Teixeira and/or Farrant, Meadow learned that Teixeira was in a romantic relationship with the Executive Assistant and that the Executive Assistant worked for the Investment Bank.

48. During that drive or in other conversations, Meadow also was told by Teixeira and/or Farrant that Teixeira could obtain the Investment Bank's confidential merger and acquisition information regarding public companies by accessing the Executive Assistant's

laptop, without the Executive Assistant's knowledge, when she left it unattended in their apartment.

49. From discussions with Teixeira and/or Farrant, Meadow knew that Teixeira did not have the Executive Assistant's permission to take the Investment Bank's information or to share that information with others.

50. Meadow then discussed the material nonpublic information that he obtained from Teixeira about Domtar and CDK with Smith, including that Teixeira misappropriated the information from the Executive Assistant.

51. Around this time, Meadow agreed to compensate Teixeira and Farrant for providing him with the Investment Bank's material nonpublic information, in particular by potentially buying Teixeira and Farrant Rolex watches. Meadow and Smith also discussed compensating Teixeira and Farrant in exchange for providing material nonpublic information.

III. Insider Trading in Domtar Securities

52. At relevant times, Domtar traded on the New York Stock Exchange and the Toronto Stock Exchange under the ticker symbol "UFS."

53. On or about March 10, 2021, the Executive Assistant received a request to schedule a valuation committee meeting relating to Paper Excellence's potential acquisition of Domtar. The scheduling request form indicated that the potential transaction would be worth $2.8 billion and would be announced in the second quarter of 2021. At the time, Domtar was worth about $1.9 billion and its stock traded at about $38 per share.

54. The Executive Assistant sent a calendar invitation for the meeting on or about March 11, 2021.

55. Teixeira accessed and used information concerning the Domtar transaction from the Executive Assistant's laptop without her or the Investment Bank's permission to do so.

56. On March 15, 2021, based on the information that he had secretly obtained from the Executive Assistant's laptop, Teixeira bought five Domtar call option contracts with a strike price of $45 and an expiration date of April 16, 2021.

57. On or about March 19, 2021, during their drive to Hoboken, Teixeira provided Farrant and Meadow with information about the Paper Excellence/Domtar transaction.

58. The Paper Excellence/Domtar transaction was not announced before Teixeira's call options expired out of the money on April 16, 2021.

59. However, on or about April 25, 2021, the Executive Assistant received a request to schedule a fairness committee meeting relating to Paper Excellence's potential acquisition of Domtar. According to information in the form the Executive Assistant received and attached to the calendar invitation she sent the next day, the deal had an estimated value of $2.8 billion and was set to be announced on May 3, 2021. Domtar shares were then trading at about $39.

60. Teixeira accessed and used this information from the Executive Assistant's laptop without her or the Investment Bank's permission to do so.

61. On April 29, 2021, Teixeira purchased two Domtar call option contracts with a strike price of $40 and an expiration date of May 21, 2021.

62. On May 3, 2021, Bloomberg publicly reported that Paper Excellence was exploring a deal to acquire Domtar. Domtar stock opened the next day at $48 per share, an approximately 18% increase from its May 3, 2021 closing price of $40.52.

63. On May 4, 2021, Teixeira sold one of his option contracts and purchased three more call option contracts with a strike price of $55 and two call option contracts with a strike price of $50. All five contracts had May 21, 2021 expiration dates.

64. On May 11, 2021, prior to the market opening, Paper Excellence announced that it was acquiring Domtar for $55.50 a share, prompting Domtar shares to reach a high of $55.45 per share, a premium of approximately 37% over the May 3, 2021 closing price.

65. Teixeira sold the remainder of his holdings, realizing $1,849 of illicit profits by trading based on the material nonpublic information he misappropriated from the Executive Assistant and the Investment Bank.

66. On May 18, 2021, Meadow texted Teixeira, "Yo you see UFS [Domtar] . . . feed me." Teixeira responded via text, "Lmso [laughing my socks off]."

IV. Insider Trading in Proofpoint Securities

67. At relevant times, Proofpoint traded on the NASDAQ Global Select Market under the ticker symbol "PFPT."

68. On or about April 19, 2021, the Executive Assistant received a request to schedule a valuation committee meeting relating to Thoma Bravo, LP's interest in acquiring Proofpoint. According to the scheduling request form the Executive Assistant received, the deal would be worth approximately $11 billion and was set to be announced on April 26, 2021. At the time, Proofpoint's market capitalization was approximately $9.44 billion, and its stock traded at approximately $135 per share.

69. Teixeira accessed and used information about the Thoma Bravo/Proofpoint transaction from the Executive Assistant's laptop without her or the Investment Bank's permission to do so.

70. On April 22, 2021, Teixeira purchased two Proofpoint call option contracts with a strike price of $155 and an expiration date of May 31, 2021.

71. On April 26, 2021, prior to market opening, Proofpoint announced that it had entered into an agreement to be acquired by Thoma Bravo for approximately $12.3 billion, or approximately $176 per share. Proofpoint shares opened at $174 per share following this announcement, an approximately 32% increase over the prior trading day's closing price.

72. Teixeira sold his contracts that day, netting illicit profits of $3,530.

V. Insider Trading in Score Securities

73. At relevant times, Score traded on the Toronto Stock Exchange and the NASDAQ Stock Market under the ticker symbol "SCR."

74. On or about July 23, 2021, the Executive Assistant received a request to schedule a valuation committee meeting relating to the interest of Penn National Gaming, Inc. n/k/a Penn Entertainment, Inc. ("Penn") in acquiring Score for $36 per share, with an expected announcement date of August 5, 2021. At the time, Score was trading at about $15 per share.

75. On July 26, 2021, the Executive Assistant sent a calendar invitation for a meeting, attaching a scheduling request form containing the expected announcement date and value of the deal.

76. Teixeira accessed this material nonpublic information from the Executive Assistant's laptop without her or the Investment Bank's permission to do so, and shared it with others, including Farrant.

77. In one or more communications on or after July 26, 2021, Farrant shared this material nonpublic information regarding the Score transaction with Meadow.

78. During the afternoon of July 29, 2021, Teixeira and Farrant talked on the phone for about seven minutes.

79. Shortly thereafter, Teixeira bought six Score call option contracts with a strike price of $17.50 and one Score call option contract with a strike price of $20. All seven contracts expired on August 20, 2021.

80. During the morning of July 30, 2021, Teixeira and Farrant spoke on the phone for approximately 38 minutes while the Executive Assistant was away from the apartment she shared with Teixeira. During that call Farrant purchased 18 Score call option contracts with a strike price of $17.50 and an expiration date of August 20, 2021, just as Teixeira had purchased the day before.

81. Shortly after getting off the phone with Teixeira, Farrant talked on the phone with Meadow for about 10 minutes.

82. That same day, Meadow's brokerage customers began purchasing Score stock based on Meadow's recommendation.

83. Following Meadow's July 30, 2021 conversations with Farrant about Score, Meadow and Smith discussed Score in one or more communications, including discussions about recommending that their shared brokerage customers purchase Score stock.

84. On Sunday, August 1, 2021, Meadow and Smith spoke on the phone for approximately 19 minutes.

85. The next morning, Monday, August 2, 2021, Smith started purchasing Score call option contacts in his own account.

86. Additionally, an account in the name of Smith's then-girlfriend and now-wife purchased Score call option contracts and Score stock.

87. Based on the recommendations of Meadow and Smith, brokerage customers of Meadow and Smith also purchased shares of Score.

88. On August 2, 2021, Teixeira purchased four Score call option contracts with a strike price of $17.50, one Score call option contract with a strike price of $20, and four Score call option contracts with a strike price of $22.50. All nine contracts expired on August 20, 2021.

89. On August 2, 2021, Farrant also purchased twelve Score call option contracts with a strike price of $20 and an expiration date of August 20, 2021.

90. On August 2, 2021, Smith also purchased 500 Score call option contracts with a strike price of $20 and an expiration date of August 20, 2021 in his brokerage account.

91. Later on August 2, 2021, following another call with Smith, Meadow purchased 112 Score call option contracts with a strike price of $20 and an expiration date of September 17, 2021, along with 489 Score call option contracts with a strike price of $22.50 and an expiration date of August 20, 2021.

92. On the afternoon of August 2, 2021, Smith caused the brokerage account of his then-girlfriend to purchase 100 shares of Score stock.

93. Meadow continued his purchases on August 3, 2021. That day he purchased 218 additional Score call option contracts with a strike price of $20 and an expiration date of August 20, 2021.

94. On August 3, 2021, Smith caused his then-girlfriend's brokerage account to purchase 40 Score call option contracts with a strike price of $25 and an expiration date of September 17, 2021. The closing price of Score stock on August 3 was $17.36 per share.

95. By the close of business on August 4, 2021, Defendants' Score holdings consisted of:

Trader	Securities	Cost Basis
Jordan Meadow[2]	489 8/20/21 $22.50 calls 218 8/20/21 $20 calls 62 9/17/21 $20 calls	$33,709
Steven Teixeira	15 8/20/21 $17.50 calls 2 8/20/21 $20 calls 4 8/20/21 $22.50 calls	$1,151
Chris Farrant	18 8/20/21 $17.50 calls 12 8/20/21 $20 calls	$1,560

96. As of the close of business on August 4, 2021, Smith held in his own account 470 Score call option contracts with a strike price of $20 and an expiration date of August 20, 2021, and his then-girlfriend's account held another 40 Score call option contracts with a strike price of $25 and an expiration date of September 17, 2021 and 100 shares of Score stock.

97. Additionally, by the close of business on August 4, approximately 60 brokerage customers of Meadow and Smith had purchased a combined total of over 300,000 shares of Score at a cost of over $6 million.

98. On August 5, 2021, before the markets opened, Penn and Score announced that they had entered into an agreement whereby Penn would acquire Score for approximately $2 billion in cash and stock.

99. That day, Score's stock opened at $29.55 per share, rose as high as $33.22, and closed at $32.64, a nearly 80% increase from the prior day's closing price.

100. Farrant, Teixeira, and Meadow then sold their Score call options, realizing $25,860, $23,253 and $637,491 in illicit profits, respectively.

[2] On August 4, 2021, Meadow sold 50 of his September 17, 2021 $20 contracts.

101. Smith and his then-girlfriend also obtained trading profits of over $484,000 and over $15,700, respectively, from trading Score securities.

102. Based on Meadow's and Smith's recommendations to buy Score stock, their brokerage customers made approximately $5 million in profits, while the two brokers received hundreds of thousands of dollars in commissions.

VI. Insider Trading in VMWare Securities

103. At relevant times, VMWare traded on the New York Stock Exchange under the ticker symbol "VMW."

104. In or about late 2021, a technology company ("Company A") engaged the Investment Bank regarding Company A's interest in acquiring VMWare for more than $60 billion. At the time, VMWare's market cap was approximately $50 billion. The Investment Bank held a valuation committee meeting regarding this transaction in January 2022.

105. Although the Executive Assistant did not send out the calendar invitation for the meeting, bankers that the Executive Assistant supported were invited to attend. Accordingly, the meeting's Outlook calendar item—with the attachment containing the deal's material terms—appeared in the Executive Assistant's Outlook calendar.

106. Teixeira accessed this material nonpublic information from the Executive Assistant's laptop without her or the Investment Bank's permission to do so and shared it with Farrant.

107. Teixeira provided this material nonpublic information to Farrant who shared it with Meadow. Meadow, in turn, shared it with Smith, including that the information was misappropriated.

108. On March 3, 2022, Teixeira purchased one VMWare call option contract with a $145 strike price and an expiration date of July 15, 2022.

109. On April 4, 2022, Farrant purchased 45 VMWare call option contracts with a $123 strike price and an expiration date of May 6, 2022.

110. Meadow began purchasing VMWare stock on or about May 9, 2022, as well as call option contracts beginning on May 10, 2022.

111. On the morning of May 10, 2022, Smith caused his then-girlfriend's account to purchase 50 VMWare call option contracts with a strike price of $125 and an expiration date of June 17, 2022.

112. On May 11, 2022, Smith purchased 100 VMWare call option contracts with a strike price of $115 and an expiration date of June 3, 2022 in his own account.

113. Meadow continued to trade VMWare securities through the next week. By the close of business on May 18, 2022, Meadow held 1,000 VMWare shares, 50 call option contracts with a strike price of $110 and an expiration date of June 17, 2022, and 50 call option contracts with a strike price of $110 and an expiration date of July 15, 2022.

114. Company A did not purchase VMWare. However, Broadcom subsequently began exploring a similar transaction with VMWare.

115. On Friday, May 20, 2022, VMWare shares closed at $95.71.

116. On Sunday, May 22, 2022, Bloomberg publicly reported Broadcom's interest in VMWare.

117. The next day, VMWare opened at $113.31 per share and closed at $119.43 per share, an approximately 24% increase from the May 20, 2022 closing price.

118. Farrant's VMWare option contracts expired out of the money in early May, before the Broadcom deal became public.

119. Following the announcement on May 26, Farrant texted Teixeira, "I want to kill myself" over his expired options.

120. Between May 23, 2022 and June 1, 2022, Meadow sold his VMWare holdings, obtaining illicit profits of $93,057.

121. The VMWare trades in Smith's and his then-girlfriend's accounts also were profitable, generating $47,000 and $10,600 in illicit profits respectively.

122. Teixeira ultimately sold his VMWare call option contract at a loss, as the stock never reached the contract's $145 strike price.

VII. Meadow Attempted to Mislead FINRA

123. After the announcement of the Score transaction, the Financial Industry Regulatory Authority ("FINRA") opened an investigation into Meadow's Score trading.

124. Meadow provided sworn testimony to FINRA on January 19, 2022.

125. Meadow did not testify truthfully to FINRA about his trading. Among other things, Meadow testified that he purchased Score options and recommended the stock to his brokerage customers because of the legalization of single-game gambling in Canada and Score's relatively low stock price.

126. Meadow also testified that he talked to Farrant about Score because Farrant is "into sports" and it is a "guy thing" to "talk about sports" and "sports betting."

127. Meadow did not tell FINRA that Farrant had told him material nonpublic information about an impending acquisition of Score. Nor did Meadow tell FINRA that he had received information misappropriated from an employee of the Investment Bank.

VIII. Farrant and Meadow Wanted More Material Nonpublic Information

128. In a conversation between Farrant and Meadow in January 2023, the two discussed having obtained trading information from Teixeira's access to the Executive Assistant's laptop, including information regarding Score and VMWare.

129. Meadow and Farrant talked about how they had not received new information from Teixeira in a while.

130. Farrant told Meadow that the Executive Assistant had returned to working in the Investment Bank's office rather than working from home, thus limiting Teixeira's ability to access her laptop.

131. Farrant also told Meadow that Teixeira had asked about the Rolex that Meadow had agreed to buy for him. In response, Meadow claimed that his trading had not been lucrative because he had to pay taxes on the profits.

132. Meadow told Farrant that he "just need[s] another, like, big score" to make some money. Farrant said that Teixeira "needs to go through [the Executive Assistant's] laptop immediately" to obtain more material nonpublic information that he could trade on, and Meadow agreed.

133. Meadow questioned whether Teixeira was trading on his own without sharing the information he was finding, asking Farrant whether Teixeira has "been flashing around cash?" Farrant told Meadow that Teixeira was not.

IX. Teixeira, Meadow, and Farrant Violated Federal Securities Laws

134. The Investment Bank's information concerning transactions involving, among others, Domtar, Proofpoint, Score, and VMWare was material and nonpublic. A reasonable

investor would have viewed this information as important to his or her investment decision and as significantly altering the total mix of information available to the public.

135. Teixeira owed a duty of trust or confidence to the Executive Assistant by virtue of their relationship.

136. As part of his relationship with the Executive Assistant, Teixeira's pattern, practice, and conduct gave the Executive Assistant comfort that Teixeira would treat information related to her work as confidential and that Teixeira would not trade on it, use it for personal benefit, or share it with others.

137. Teixeira also knew, was reckless in not knowing, or consciously avoided knowing that, based on their history, pattern, or practice of sharing confidences, the Executive Assistant expected that Teixeira would maintain the confidentiality of information related to the Executive Assistant's work, and not trade on it, use it for personal benefit, or share it with others.

138. Teixeira purchased Domtar, Proofpoint, Score, and VMWare securities for his own accounts while in possession and on the basis of material nonpublic information concerning these companies, and in breach of his duty of trust or confidence to the Executive Assistant.

139. Teixeira also knowingly or recklessly tipped the Investment Bank's material nonpublic information to others, including Farrant and Meadow, in breach of his duty of trust or confidence to the Executive Assistant.

140. Teixeira tipped the material nonpublic information to these individuals for personal benefits, including the benefit of making a gift of material nonpublic information to a friend, and—with respect to Meadow—in expectation of receiving compensation from Meadow.

141. Teixeira intended for others, including Farrant and Meadow, to trade on his tips, and knew or recklessly disregarded that the recipients of the information, including Farrant and Meadow, would use the information to trade securities.

142. Meadow knew or was reckless in not knowing that the information he obtained from Teixeira and Farrant was material and nonpublic, including because Teixeira had told him the source of the information.

143. Meadow further knew, recklessly disregarded, or consciously avoided knowing that this material nonpublic information, including concerning the Domtar, Proofpoint, Score and VMWare transactions referenced above, was obtained and conveyed in breach of Teixeira's relationship of trust and confidence with the Executive Assistant, or similar breach of a duty.

144. Meadow also knowingly or recklessly shared with others, including Smith, the material nonpublic information he received from Teixeira and Farrant.

145. Meadow intended for others, including Smith, to trade on the basis of the material nonpublic information that he shared with them and knew or recklessly disregarded that the recipients of the information, including Smith, would use the information to trade securities.

146. Meadow traded in, among others, Score and VMWare securities while in possession and on the basis of the material nonpublic information he obtained directly and indirectly from Teixeira.

147. Farrant knew or was reckless in not knowing that the information he obtained from Teixeira was material and nonpublic, including because Teixeira had told him the source of the information.

148. Farrant further knew, recklessly disregarded, or consciously avoided knowing that this material nonpublic information, including concerning the Score and VMWare transactions

referenced above, was obtained and conveyed in breach of Teixeira's relationship of trust and confidence with the Executive Assistant, or similar breach of a duty.

149. Farrant also knowingly or recklessly shared with others, including Meadow, the material nonpublic information he received from Teixeira.

150. Farrant intended for others, including Meadow, to trade on the basis of the material nonpublic information that he shared with them and knew or recklessly disregarded that the recipients of the information, including Meadow, would use the information to trade securities.

151. Farrant traded in, among others, Score and VMWare securities while in possession and on the basis of the material nonpublic information he obtained from Teixeira.

152. Meadow, Farrant and Teixeira, directly or indirectly, made use of the means and instrumentalities of interstate commerce or of the mails in connection with the acts, transactions, practices, and courses of business alleged in this complaint.

CLAIM FOR RELIEF

Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder (Against All Defendants)

153. The Commission re-alleges and incorporates by reference each and every allegation in paragraphs 1-152, inclusive, as if they were fully set forth herein.

154. By engaging in the conduct described above, Defendants, directly or indirectly, by use of the means or instruments of interstate commerce or of the mails, or the facility of national securities exchanges, in connection with the purchase or sale of securities, knowingly or recklessly:

a. employed devices, schemes, or artifices to defraud;

b. made untrue statements of material fact or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or

c. engaged in acts, practices, or courses of business which operated or would operate as a fraud or deceit upon any person in connection with the purchase or sale of any security.

155. By reason of the foregoing, Defendants 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 [17 C.F.R.§ 240.10b-5], thereunder.

PRAYER FOR RELIEF

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

I.

Permanently restraining and enjoining Defendants from, directly or indirectly, engaging in conduct in violation 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];

II.

Prohibiting Defendants Meadow and Teixeira from serving as officers or directors of any entity having a class of securities registered with the Commission 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)], pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. § 78u(d)(2)];

III.

Ordering Defendants to disgorge all ill-gotten gains or unjust enrichment derived from the activities set forth in this Complaint, together with prejudgment interest thereon, pursuant to Exchange Act Sections 21(d)(5) and 21(d)(7) [15 U.S.C. §§ 78u(d)(5) and 78u(d)(7)];

IV.

Ordering Defendants to pay civil penalties pursuant to Section 21A of the Exchange Act [15 U.S.C. § 78u-1]; and

V.

Granting such other and further relief as this Court may deem just, equitable, or necessary in connection with the enforcement of the federal securities laws and for the protection of investors.

Respectfully submitted,

Date: September 29, 2026

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