

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.**

<b>SECURITIES AND EXCHANGE COMMISSION,</b>	)
	)
<b>Plaintiff,</b>	)
<b>v.</b>	)
	)
<b>AMANTE CORPORATION,</b>	)
<b>COMMONWEALTH CAPITAL</b>	)
<b>MANAGEMENT, INC.,</b>	)
<b>EDWARD M. DENIGRIS, and</b>	)
<b>WILLIAM D. DYER,</b>	)
	)
<b>Defendants,</b>	)
	)
<b>MVC GROUP LLC, and</b>	)
<b>EAST COAST BULLION EXCHANGE, INC.</b>	)
<b>(f/k/a CAPITAL ONE CONSULTING, INC.),</b>	)
	)
<b>Relief Defendants.</b>	)
_____	)

**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

Plaintiff Securities and Exchange Commission alleges:

**I. INTRODUCTION**

1. The Commission brings this action to enjoin Amante Corporation, Commonwealth Capital Management, Inc., and Edward M. Denigris from continuing to defraud investors through the sale of Amante’s securities in violation of the antifraud and registration provisions of the federal securities laws. The Commission also seeks to enjoin Commonwealth, Denigris and William D. Dyer from acting as unregistered broker-dealers in violation of the broker registration provisions of the securities laws.

2. From at least May 2008 to the present, Amante, Commonwealth, Dyer, and Denigris (who is principal and president of both Amante and Commonwealth) have raised at

least \$2.3 million from investors by offering and selling Amante common stock in unregistered transactions.

3. In connection with the offer and sale of Amante's securities, Denigris, Amante and Commonwealth have made numerous material misrepresentations and omissions to investors. Over the course of many months, these Defendants have told investors that an initial public offering ("IPO") of Amante's stock is imminent, and that once the stock began trading publicly, the price per share could increase as much as one hundred times.

4. These claims are false or misleading because conducting an IPO is a process that takes months to culminate and involves numerous third parties, and Amante has not filed a registration statement with the Commission to even begin that process. In addition, there is no basis for the Defendants' statements about the high returns investors will reap on an investment in Amante stock because: a) those statements are predicated on a fictitious IPO; and b) Amante has no current or future business prospects to support such an increase in its stock price.

5. Denigris has also misappropriated the majority of investor funds both by making large, undisclosed transfers to himself for personal expenses and transferring money to individuals working at Commonwealth.

6. Through their conduct, Amante and Denigris have violated Sections 5(a) and 5(c) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§ 77e(a) and 77e(c); Amante, Commonwealth, and Denigris have violated Section 17(a) of the Securities Act, 15 U.S.C. §77q(a), and Section 10(b) and Rule 10b-5 of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5; and Denigris, Dyer and Commonwealth have violated Section 15(a)(1) of the Exchange Act, 15 U.S.C. §78o(a)(1). Unless the Court enjoins them, they are reasonably likely to continue to violate these provisions.

## **II. DEFENDANTS AND RELIEF DEFENDANTS**

### **A. Defendants**

7. **Amante** is an Ontario, Canada corporation headquartered in Lauderdale-By-The-Sea, Florida. Until September 30, 2009, when Denigris filed a notice of withdrawal with the State, Amante was authorized to do business in Florida. Amante filed a Form D with the Commission in December 2008, seeking to sell stock pursuant the exemption in Rule 506 of Regulation D of the Securities Act. In June 2009, Amante registered in the State of California to sell securities pursuant to the Rule 506 exemption.

8. **Commonwealth** is a Florida corporation located at the same address as Amante in Lauderdale-By-The-Sea, Florida. In addition to selling Amante stock, Commonwealth has offered and sold stock of other companies and precious metals. It is not registered with the Commission in any capacity.

9. **Denigris**, age 58, resides in Fort Lauderdale, Florida. He is the president of both Amante and Commonwealth.

10. **Dyer**, age 52, resides in Pompano Beach, Florida. He works at Commonwealth and Amante and solicited investors to purchase Amante stock.

### **B. Relief Defendants**

11. **MVC Group LLC**, owned by a Florida resident, is a New York limited liability company that received payments from investors' funds at Denigris' direction. MVC Group is not registered with the Commission.

12. **East Coast Bullion Exchange, Inc.** f/k/a Capital One Consulting, Inc., is a Florida corporation based in Pompano Beach that received payments from investors' funds. Capital One Consulting is not registered with the Commission. Anthony J. Lauria, of Pompano

Beach, Florida, is the president of Capital One Consulting. Lauria also works at Commonwealth and solicited at least one investor to purchase Amante stock.

### **III. JURISDICTION AND VENUE**

13. The 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); and Sections 21(d), 21(e), and 27 of the Exchange Act, 15 U.S.C. §§ 78u(d), 78u(e), and 78aa.

14. This Court has personal jurisdiction over the Defendants and Relief Defendants, and venue is proper in the Southern District of Florida because many of the Defendants' acts and transactions constituting violations of the Securities Act and the Exchange Act occurred in the Southern District of Florida. Amante, Commonwealth, and Capital One have their principal places of business in the Southern District of Florida. Amante, Commonwealth, Denigris and Dyer offered and sold securities and solicited and received funds in this district. In addition, Denigris and Dyer reside in the Southern District of Florida. Finally, Denigris transferred investors' funds to MVC Group and Capital One Consulting, whose owners both reside in the Southern District of Florida.

15. In connection with the conduct alleged in this Complaint, the Defendants, directly and indirectly, singly or in concert with others, have made use of the means or instrumentalities of interstate commerce, the means or instruments of transportation and communication in interstate commerce, and the mails.

### **IV. THE DEFENDANTS' FRAUDULENT OFFERING**

#### **A. Unregistered Sale of Amante Stock**

16. Since May 2008, Denigris, Amante and Commonwealth have raised approximately \$2.3 million from investors through various fraudulent means. Denigris and Commonwealth's sales

agents enticed investors to purchase Amante stock with high-pressure tactics and by misrepresenting that an IPO of Amante's stock was imminent and would return substantial short-term gains to investors.

17. Amante and Commonwealth operate from the same location in Lauderdale-By-The-Sea. Commonwealth is a typical telemarketing boiler room, consisting of a large room in which a number of telemarketers sit at a long table, cold-calling potential investors. Commonwealth's sales agents obtain potential investors' contact information from lead lists of brokerage firms' clients, and use sales scripts to make unsolicited sales calls. The sales agents have offered and sold Amante stock, other companies' stock, and investments in precious metals. Denigris, Dyer, Lauria and another salesman named Louis Cuomo each pitched Amante stock to investors on behalf of Commonwealth.

18. Commonwealth pitchmen cold-called investors and touted the stock, telling investors about the IPO and the substantial short-term returns to be made. Denigris, Dyer and Cuomo each told investors that investing in Amante would provide them with very substantial returns. The salesmen also used high-pressure tactics, telling investors, in substance, to "act now," because there was not much time to invest before the IPO.

19. After an investor agreed to buy Amante's stock, Commonwealth faxed a stock purchase agreement as well as instructions to wire or overnight funds to an Amante or Commonwealth account. Commonwealth's sales agents did not ask potential investors any questions to determine whether they were accredited. Nor did anyone ask investors to complete an accredited investor qualification form.

20. After investors signed and returned the Amante stock purchase agreement and sent their funds to Amante or Commonwealth, they usually received a stock certificate. Subsequently,

Commonwealth sent investors forms to open accounts at a brokerage firm located in the Southern District of Florida (“Brokerage Firm”). Denigris and other Commonwealth sales agents told investors the accounts at the Brokerage Firm would facilitate quick sales of the investors’ Amante shares after the IPO was completed.

21. Shortly after the Amante or Commonwealth account received an investor’s funds, Denigris, the sole signatory on the accounts, withdrew or transferred the majority of the money.

## **B. Misrepresentations and Omissions**

### **1. False Promises of an Imminent and Profitable Public Offering**

22. From about May 2008 through February 2009, Denigris and other Commonwealth sales agents misrepresented to numerous investors that Amante’s IPO was imminent and would result in large profits to Amante shareholders. The following are examples of those misrepresentations.

#### *i. California Investor #1*

23. In May 2008, Denigris told a California investor Amante’s IPO would occur no later than August 2008. He also told this investor Amante’s new public shares would be unrestricted, meaning the investor could sell them on the public market right away.

24. As a result of these misrepresentations, on May 7, 2008, the California Investor agreed to buy one million shares of Amante stock for \$25,000, or 2.5 cents a share. The investor signed a stock purchase agreement with Amante, which Denigris signed. The faxed stock purchase agreement had a Commonwealth fax legend at the top of each page. The investor followed the instructions Commonwealth provided to him and wired \$25,000 to Commonwealth’s bank account. The investor subsequently received a stock certificate.

25. In June 2008, Denigris contacted the California Investor again and told him he should buy more Amante stock because it was a rare opportunity and the Amante shares would be Denigris' biggest performer of the year. As a result, on June 5, 2008, the investor agreed to buy another million shares of Amante stock for \$25,000. The investor again signed a stock purchase agreement and wired \$25,000 to Commonwealth's bank account. He again received a stock certificate memorializing his purchase.

26. In July 2008, Lauria called the California Investor and told the investor he worked at Commonwealth. Lauria urged the investor to buy additional shares of Amante stock, guaranteeing the stock would begin trading publicly at 75 cents per share. Lauria told the California investor that the Commission had only one or two questions left about Amante's IPO, and then Amante would be ready to go public. He guaranteed the investor would be able to sell at least 10% of any shares he bought within 48 hours of the stock going public at 75% of the market price, which was substantially higher than the investor's purchase price.

27. Later in July, the California Investor spoke again with Lauria, who introduced Cuomo as Amante's compliance officer. Cuomo and Lauria reiterated that Amante was ready to go public in August, and claimed the stock would jump in value so the investor should purchase more shares immediately.

28. Based on these representations, the investor on July 22, 2008 signed a stock purchase agreement for another 8.5 million shares of Amante stock for \$85,000, or a penny a share. A few days later, the investor wired \$85,000 to a Commonwealth account and subsequently received an Amante stock certificate.

29. Shortly after the California investor made this purchase, Lauria contacted him and told him there was one remaining block of Amante shares left to sell for \$45,000, which had to be sold in order for Amante to be able to go public later that month.

30. Based on Lauria's statements, the investor used a \$35,000 line of credit on his house to help finance the purchase of the \$45,000 block of shares. This time he received 9 million shares. The investor wired the \$45,000 to a Commonwealth account.

31. When Amante did not go public in August 2008, the California Investor spoke with Lauria, who told him things were not going as Amante had hoped and to call back in September. When the investor tried to call Lauria in September, he was told Lauria was taking some time off.

ii. Texas Investor # 1

32. Beginning in about March 2008, Texas Investor #1 began receiving unsolicited telephone calls from Dyer, who told the investor he worked for Commonwealth. At that time, Dyer sold the investor an investment in silver.

33. The following month, the investor began to get telephone calls from Denigris, who said he worked at Commonwealth and was president of Amante. Denigris pitched pre-IPO shares of another company Denigris said would be going public soon, and whose share price would explode in the next sixty days. On April 9, 2008, the investor bought stock in this other company from Denigris.

34. In June 2008, Denigris made numerous phone calls to the investor to offer him Amante stock. Denigris told the investor if he bought Amante shares, he would be able to sell the Amante stock at a huge profit within 30 days.

35. Shortly after this conversation with Denigris, Texas Investor #1 received numerous calls from Cuomo, Dyer and another individual who identified himself as Scott Hamilton. The

Commonwealth salesmen repeatedly told the investor he would receive big returns on Amante stock. Hamilton told the investor Amante would go public within fourteen days and the investor would be able to sell the shares.

36. On July 16, 2008, Texas Investor #1 agreed to buy 666,666 shares of Amante stock for \$40,000, about six cents a share. The investor signed a stock purchase agreement Denigris faxed to him from a Commonwealth fax line, and which Denigris later signed. Subsequently, the investor wired \$40,000 to Commonwealth's bank account.

37. Denigris told the investor the shares he purchased would be sold by August 2008. On August 29, 2008 Denigris sent the investor an application to open an account at the Brokerage Firm, telling him he needed to have the account to sell his Amante stock. The investor completed and returned the account opening form but never received any statements or documents confirming an account at the Brokerage Firm.

iii. The Florida Investor

38. On July 9, 2008, Cuomo contacted an investor in Florida, told him he worked for Commonwealth, claimed Amante was going public within weeks, and said Amante's share price would be between \$1.25 and \$2.00 after the IPO. Cuomo told the Florida Investor Amante only had to answer one or two more questions from the Commission before the IPO could occur.

39. Based on these representations, the investor agreed the same day to buy 1.2 million shares of Amante stock for \$75,000, or about six cents a share. The investor signed a stock purchase agreement faxed to him from a Commonwealth fax line, and received a copy with Denigris' signature on behalf of Amante from Commonwealth the next day. Following instructions from Commonwealth, the Florida Investor wired \$75,000 to a Commonwealth account. About a week later, the investor received a certificate for the 1.2 million shares.

40. On October 28, 2008, the Florida Investor received from Amante a new account application for the Brokerage Firm. A Commonwealth salesman told the investor he could sell his Amante shares through this account after the IPO, so the investor completed the application and returned it to Commonwealth. Dyer later called the investor, told him he worked in the compliance department at the Brokerage Firm, and gave the investor an account number. However, the investor has never received any statements or any other documentation from the Brokerage Firm.

iv. California Investor #2

41. Dyer pitched Amante stock to California Investor #2 as early as July 2006. Dyer called the investor numerous times over six or seven months and claimed Amante had developed software for internet gambling and was going to be taken public in the next two to two and a half years. Dyer further told the investor Amante was working with lawyers to deal with the Commissions and the filings needed to go public. Dyer said Amante needed money to pay its lawyers to prepare the filings to go public. Dyer told the investor Amante's stock was expected to trade at between \$1.50 and \$3.00 after the IPO. Based on these representations, the investor bought \$50,000 of Amante stock in three separate investments at 25 to 35 cents a share.

42. In July 2008, Cuomo telephoned California Investor #2 and told him Dyer had health problems and had retired. Cuomo told the investor he worked for Amante as a compliance officer and the Company was ready to go public by Labor Day, but needed to make some filings with the Commission before the IPO could happen. As a result, Cuomo said, Amante needed \$300,000 for lawyers' fees. Cuomo offered the investor shares of Amante stock. Cuomo also told the investor Amante stock would trade at around 50 cents a share after the IPO.

43. As a result, the investor bought \$300,000 of Amante stock (30 million shares at a penny a share) on August 15, 2008, signing a stock purchase agreement sent to him on a

Commonwealth fax line. The investor, following Commonwealth's instructions, wired \$300,000 to a Commonwealth account to pay for the stock.

44. Shortly after this purchase, Denigris called the investor and assured him the IPO was going to occur in a very short period of time. When the promised Labor Day 2008 IPO deadline came and went, Cuomo told the investor the IPO would take place by Thanksgiving. When that did not occur Cuomo told the investor it would take place by Christmas.

45. In December 2008, Dyer contacted the investor and told him Cuomo was no longer with Amante, and that Dyer was coming in to "clean up." Dyer told the investor Amante's IPO was now going to occur in April 2009, but the company needed additional funds to pay lawyers to finish the necessary work.

46. Based on these representations, California Investor # 2 agreed on January 7, 2009, to buy an additional 1.1 million shares of Amante stock for \$55,000, or five cents a share. The investor wired \$55,000 to an Amante account at Amante's instructions.

47. Two to three months later, Amante again solicited California Investor # 2. This time, Dyer told the investor the company needed another \$340,000 to pay market makers to sell the firm's stock once it went public. Dyer urged the investor, as well as at least two others, to start a home equity line of credit to come up with the funds to pay the market makers. Dyer told at least two of these investors, including California Investor # 2, they would get their money back to pay off the loan quickly when Amante's IPO occurred. Dyer also told these three investors they might lose all the money they had invested if Amante was not able to pay the market makers.

48. California Investor #2 did not purchase any more Amante stock. However, one of the other investors whom Dyer urged to take out a home equity loan did so. On March 27, 2009,

that investor bought 34 million shares of Amante stock for \$300,000, to provide Amante with funds to pay the purported market makers.

v. Texas Investor # 2

49. In early November 2008, Cuomo contacted Texas Investor #2, told him he worked at Commonwealth, and claimed an Amante IPO was likely to occur around Thanksgiving. Cuomo offered the investor stock at less than a penny a share, but claimed the investor could sell it at 35 to 50 cents a share on the first day it traded publicly. Cuomo further alleged the stock could rise as high as \$1.25 a share.

50. Based on these representations Texas Investor #2 agreed to buy 60 million shares of Amante stock for \$300,000 on November 4, 2008. He signed a stock purchase agreement the same day, which Denigris later signed on behalf of Amante. Texas Investor #2 wired \$300,000 to an Amante bank account according to wire instructions Cuomo faxed him.

51. Eleven days later, Cuomo sent the investor a new account application form for the Brokerage Firm. Cuomo told the investor the Brokerage Firm would receive the stock certificates and would facilitate trading them after the IPO. The investor completed the account application and returned it to Cuomo, but never received any account statements or confirmation of a new account at the Brokerage Firm.

52. Around the second week of December, 2008, Cuomo told Texas Investor #2 that Amante's stock was going to go public on December 23. Cuomo also told the investor that Cuomo was getting his family members to buy Amante stock and that he was going to take a second mortgage on his house to buy it. Cuomo urged the investor to act quickly and buy more Amante stock.

53. However, as the end of December approached, Cuomo told Texas Investor #2 that certain major investors in Amante did not want to realize capital gains in 2008, so the public offering of the stock would not commence until January 5, 2009. At that time, Cuomo told the investor there was a 100 percent chance Amante would trade publicly in January. Cuomo also told the investor that Amante was about to merge with a medical company that already had Federal Drug Administration approval for a “post-cryosurgery” drug the medical company was planning to sell.

54. Based on these representations, Texas Investor #2 signed a stock purchase agreement on January 2, 2009, to buy an additional one million shares of Amante stock for \$50,000, or five cents a share. Denigris signed the stock purchase agreement on behalf of Amante. The investor wired \$50,000 to an Amante account.

55. Each of the statements by Denigris, Dyer, Cuomo, and other Commonwealth and Amante sales agents about an imminent and future Amante IPO was baseless. Throughout the entire period Denigris and his sales agents were making these statements, Amante did not file a registration statement with the Commission, which is only the first step in a lengthy process a company needs to go through to conduct an IPO, which also includes obtaining audited financial statements. Because this process takes months at a minimum, no Amante IPO could have been imminent or occurred in any of the time frames Denigris and others claimed.

56. Each of the statements Denigris, Dyer, Cuomo and other Commonwealth and Amante sales agents made about Amante’s stock significantly increasing in value in the near future were baseless for similar reasons. Those statements were predicated on Amante’s fictitious IPO, which was not going to occur.

57. In addition, Amante had no current or future business prospects to support such an increase in its stock price. As of September 19, 2008, there were approximately 100 million shares

of Amante issued, and nearly 330 million issued as of February 13, 2009. To value the company at even the lower projection of 35 cents a share would give Amante a conservative market capitalization of \$35 million in September 2008, and \$115.5 million by February 2009. There was no basis to claim these projected stock prices for a company that had no apparent business operations.

## **2. Misuse of Investor Funds**

58. Denigris and the Commonwealth sales agents did not disclose to investors that Commonwealth, Denigris and Amante were making large-scale transfers of investor funds to sales agents. Nor did they disclose that Denigris was withdrawing investors funds to finance his lifestyle.

59. From May 2008 to the present, investors sent approximately \$1.7 million to Amante's bank accounts and approximately \$650,000 to Commonwealth's bank accounts to buy Amante stock. Other than investor funds, Amante had no significant source of income. Of the \$1.7 million sent to Amante bank accounts, Denigris withdrew approximately \$400,000 in cash or cashier's checks made out to him, usually within a day or two of the funds being deposited. On at least two occasions, Denigris immediately took the cashier's checks from the bank to a check cashing store and obtained cash. The rest of Denigris' withdrawals from the Amante bank accounts were generally for automobiles, travel, restaurants, and other personal expenses.

60. Denigris caused Amante to make large, undisclosed payments to sales agents shortly after receiving investor funds. These transfers included \$694,000 from the Amante accounts to Relief Defendant MVC Group and \$73,000 to Relief Defendant Capital One Consulting.

61. Additionally, Commonwealth sales agents told investors Amante was going to use their money for specific business purposes, which was not true. For example, in early 2009, Dyer told several investors Amante needed \$680,000 to pay market makers who would push the stock to

their clients, and that this was the last step necessary for Amante to go public. When the investors balked, Dyer lowered the amount of the funds needed for the market makers to \$340,000.

62. To avoid losing her entire investment, which Dyer claimed would happen if Amante did not pay market makers, one of the investors sent Amante \$300,000 after obtaining a home equity line of credit. Once Amante received the \$300,000, Denigris immediately had the bank issue a cashier's check to him personally for \$160,000. He later wired all but \$5,000 of the rest to an attorney.

63. During the time period of events alleged in this Complaint, approximately 74% of Amante's account withdrawals consisted of payments or transfers to Denigris, MVC Group, Capital One Consulting, and MVC's owner. Of the remaining withdrawals, most appeared to be personal in nature, including automobile-related expenses, retail store purchases, restaurant and grocery store purchases, and hotel expenses.

64. On another occasion, a Commonwealth sales agent told an investor that Amante would use her \$60,000 investment to pay a medical company that was supposedly the target of a merger with Amante. At the same time, this sales agent told a second investor that the medical company had already merged with Amante, after which the second investor sent \$50,000 to purchase additional Amante stock. Within a week, both investors' funds were transferred to Denigris and MVC, leaving the Amante bank account nearly depleted.

**V. CLAIMS FOR RELIEF**

**COUNT I**

**AMANTE AND DENIGRIS VIOLATED SECTIONS 5(A) AND 5(C)  
OF THE SECURITIES ACT**

65. The Commission repeats and realleges paragraphs 1 through 64 of its Complaint.

66. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities and transactions described in this Complaint, and no exemption from registration exists with respect to the securities and transactions described in this Complaint.

67. Starting no later than May 2008, Amante and Denigris, directly and indirectly, have been: (a) making use of the means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise; (b) carrying securities or causing such securities to be carried through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or (c) making use of the 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 any prospectus or otherwise, without a registration statement having been filed or being in effect with the Commission as to such securities.

68. By reason of the foregoing, Amante and Denigris have violated, and, unless enjoined, are reasonably likely to continue to violate, Sections 5(a) and 5(c) of the Securities Act, 15 U.S.C. §§ 77e(a) and 77e(c).

**COUNT II**

**AMANTE, COMMONWEALTH, AND DENIGRIS VIOLATED  
SECTION 17(A)(1) OF THE SECURITIES ACT**

69. The Commission repeats and realleges paragraphs 1 through 64 of its Complaint.

70. Starting no later than May 2008, Amante, Commonwealth, and Denigris, directly and indirectly, by use of the means or instruments of transportation or communication in interstate commerce and by use of the mails, in the offer or sale of securities, as described in this Complaint, have been knowingly, willfully or recklessly employing devices, schemes or artifices to defraud.

71. By reason of the foregoing, Amante, Commonwealth, and Denigris, directly and indirectly, have violated and, unless enjoined, are reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act 15 U.S.C. § 77q(a).

**COUNT III**

**AMANTE, COMMONWEALTH, AND DENIGRIS VIOLATED  
SECTIONS 17(A)(2) AND 17(A)(3) OF THE SECURITIES ACT**

72. The Commission repeats and realleges paragraphs 1 through 64 of its Complaint.

73. Starting no later than May 2008, Amante, Commonwealth, and Denigris, directly and indirectly, by use of the means or instruments of transportation or communication in interstate commerce and by the use of the mails, in the offer or sale of securities, have been: (a) obtaining money or property by means of untrue statements of material facts and omissions to state material facts necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; or (b) engaging in transactions, practices and courses of business which are now operating and will operate as a fraud or deceit upon purchasers and prospective purchasers of such securities.

74. By reason of the foregoing, Amante, Commonwealth, and Denigris, directly and indirectly, have violated and, unless enjoined, are reasonably likely to continue to violate, Sections 17(a)(2) and 17(a)(3) of the Securities Act, 15 U.S.C. §§ 77q(a)(2) and 77q(a)(3).

#### **COUNT IV**

#### **AMANTE, COMMONWEALTH, AND DENIGRIS VIOLATED SECTION 10(B) OF THE EXCHANGE ACT AND RULE 10B-5 THEREUNDER**

75. The Commission repeats and realleges paragraphs 1 through 64 of its Complaint.

76. Starting no later than May 2008, Amante, Commonwealth, and Denigris, directly and indirectly, by use of the means and instrumentality of interstate commerce, and of the mails in connection with the purchase or sale of securities, have been knowingly, willfully or recklessly: (a) employing devices, schemes or artifices to defraud; (b) making untrue statements of material facts and omitting 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; or (c) engaging in acts, practices and courses of business which have operated, are now operating and will operate as a fraud upon the purchasers of such securities.

77. By reason of the foregoing, Amante, Commonwealth, and Denigris, directly or indirectly, violated and, unless enjoined, are reasonably likely to 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.

#### **COUNT V**

#### **DENIGRIS, DYER AND COMMONWEALTH VIOLATED SECTION 15(A)(1) OF THE EXCHANGE ACT**

78. The Commission repeats and realleges paragraphs 1 through 64 of its Complaint.

79. Starting no later than May 2008, Denigris, Dyer, and Commonwealth directly and indirectly, by the use of the means and instrumentality of interstate commerce, while acting as a

broker or dealer engaged in the business of effecting transactions in securities for the accounts of others, effected transactions in securities, or induced or attempted to induce the purchase and sale of securities, without registering as a broker-dealer in accordance with Section 15(b) of the Exchange Act, 15 U.S.C. § 78o(b).

80. By reason of the foregoing, Denigris, Dyer, and Commonwealth directly and indirectly, violated and, unless enjoined, are reasonably likely to continue to violate, Section 15(a)(1) of the Exchange Act [15 U.S.C. § 78o(a)(1)].

### **RELIEF REQUESTED**

**WHEREFORE**, the Commission respectfully requests that the Court:

#### **I.**

##### **Declaratory Relief**

Declare, determine, and find that the Defendants have committed the violations of the federal securities laws alleged herein.

#### **II.**

##### **Injunctive Relief**

Issue Temporary Restraining Orders and Preliminary and Permanent Injunctions, restraining and enjoining Amante and Denigris, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Sections 5(a) and 5(c) of the Securities Act; restraining and enjoining Amante, Commonwealth, and Denigris, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder; and restraining and enjoining Denigris, Dyer, and Commonwealth their agents, sales agents,

servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from directly or indirectly violating Section 15(a) of the Exchange Act.

**III.**

**Disgorgement**

Issue an Order directing the Defendants to disgorge all ill-gotten gains, including prejudgment interest, resulting from the acts or courses of conduct alleged in this Complaint.

**IV.**

**Penalties**

Issue an Order directing the Defendants to pay civil money penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. § 77t(d), and Section 21(d) of the Exchange Act, 15 U.S.C. § 78u(d).

**V.**

**Penny Stock Bar**

Issue an order barring Defendants Denigris and Dyer from participating in any offering of penny stock, pursuant to Section 20(g) of the Securities Act [15 U.S.C. § 77t(g)] and Section 21(d) of the Exchange Act [15 U.S.C. § 78u(d)] for the violations alleged herein.

**VI.**

**Further Relief**

Grant such other and further relief as may be necessary and appropriate.

**VII.**

**Retention of Jurisdiction**

Further, the Commission respectfully requests that the Court retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that it may enter, or

to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

October 28, 2009

Respectfully submitted,

By:

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