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**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

- against -

**RVPLUS, INC. and CARY LEE
PETERSON,**

Defendants.

16 CV _____

COMPLAINT

Plaintiff Securities and Exchange Commission (“Commission”), whose New York Regional Office is located at Brookfield Place, 200 Vesey Street, Room 400, New York, New York 10281-1022, for its Complaint against defendants RVPlus, Inc. (“RVPlus”), whose principal executive offices purport to be 2500 Plaza 5, 25th Floor, Harborside Financial Center, Jersey City, New Jersey, 07311; and Cary Lee Peterson (“Peterson”), whose last-known residence is 848 N. Rainbow Blvd., Las Vegas, NV, 89107-1103, (collectively, “Defendants”) alleges, as follows:

SUMMARY

1. From at least May 2012 through 2013, Defendant RVPlus—a microcap company—and its CEO, Peterson, defrauded investors by issuing false filings and press releases touting its purportedly lucrative—but wholly fictitious—business deals and resulting millions of dollars in accounts receivable. The Defendants also engaged in unlawful unregistered offerings of RVPlus’s securities.

2. By late 2010, RVPlus had two blocks of stock shares: a control block of 5,000,000 shares nominally held by RVPlus’s then-CEO and 4,380,000 shares held in the names of other shareholders.

3. To register the re-sale of the 4,380,000 RVPlus shares held in other shareholders’ names, RVPlus filed a registration statement with the Commission.

4. In May 2012, Peterson purchased almost all of RVPlus’s shares, including the 5,000,000 share control block and the 4,080,000 of the shares previously held in the names of other shareholders, and then appointed himself RVPlus’s president and CEO.

5. Peterson, as a control person of RVPlus, could not legally resell his newly-acquired shares to the public, notwithstanding the registration statement.

6. Nevertheless, RVPlus’s transfer agent, at Peterson’s direction, transferred certain RVPlus share certificates to Peterson’s intermediaries, resulting in some of these shares being illegally sold to the public.

7. Upon purchasing RVPlus in 2012 and continuing through 2013, Peterson engaged in a campaign—through Commission filings that Peterson signed and certified, press releases, and his own pseudonymous posts on an investor message board—to fraudulently inflate RVPlus’s stock price.

8. Among other things, Peterson and RVPlus falsely represented that RVPlus's relationship with the United Nations ("U.N.") would result in lucrative business, that RVPlus had entered into contracts worth almost \$2 billion with foreign governments, and that RVPlus therefore had over \$17 million in accounts receivable.

9. In reality, as Peterson knew, RVPlus had no relationship with the U.N.—let alone one that provided any financial benefits—and RVPlus's touted government contracts and resulting accounts receivable were fictitious.

10. Peterson obtained over \$100,000 from his fraud.

VIOLATIONS

11. By virtue of the conduct alleged herein,

- a. RVPlus and Peterson, directly or indirectly, have engaged in acts, practices, and courses of business that constitute violations of Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)], 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];
- b. Peterson, directly or indirectly, has engaged in acts, practices, and courses of business that constitute aiding and abetting RVPlus's violations of Securities Act Section 17(a) [15 U.S.C. § 77q(a)], Exchange Act Section 10(b) [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];
- c. RVPlus and Peterson, directly or indirectly, have engaged in acts, practices, and courses of business that constitute violations of Securities Act Sections 5(a) and 5(c) [15 U.S.C. §§ 77e(a) and 77e(c)]; and

12. Unless Defendants are permanently restrained and enjoined, they each will again engage in acts, practices, and courses of business similar to those set forth in this Complaint.

NATURE OF THE PROCEEDINGS AND RELIEF SOUGHT

13. The Commission brings this action under Securities Act Section 20(b) [15 U.S.C. § 77t(b)] and Exchange Act Section 21(d) [15 U.S.C. § 78u(d)].

14. The Commission seeks a final judgment:

- a. permanently enjoining RVPlus and Peterson from violating Securities Act Section 17(a) [15 U.S.C. § 77q(a)], Exchange Act Section 10(b) [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];
- b. permanently enjoining RVPlus and Peterson from violating Securities Act Section 5 [15 U.S.C. §§ 77e(a) and (c)];
- c. prohibiting Peterson from participating in any offering of a penny stock, under Securities Act Section 20(g)(1) [15 U.S.C. § 77t(g)] and Exchange Act Section 21(d)(6) [15 U.S.C. § 78u(d)(6)];
- d. barring Peterson from serving as an officer or director of any public company, under 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)];
- e. ordering RVPlus and Peterson to disgorge their ill-gotten gains, with prejudice interest;
- f. ordering RVPlus and Peterson to pay civil money penalties under 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)]; and
- g. granting any other relief the Court may deem just and appropriate.

JURISDICTION AND VENUE

15. This Court has jurisdiction over this action under Securities Act Section 22(a) [15 U.S.C. § 77v(a)] and Exchange Act Section 27 [15 U.S.C. § 78aa].

16. Venue lies in this District under Securities Act Section 22(a) [15 U.S.C. § 77v(a)] and Exchange Act Section 27 [15 U.S.C. § 78aa]. Certain of the transactions, acts, practices, and courses of business alleged herein occurred in this District. For example, RVPlus used Edgar Agents, LLC—a filing agent located in Manalapan, New Jersey—to file RVPlus’s fraudulent filings with the Commission. In addition, RVPlus purported to maintain its principal executive offices in Jersey City, New Jersey.

FACTS

I. DEFENDANTS

17. **RVPlus** is a publicly-traded Delaware corporation. From its inception on January 29, 2010 until July 19, 2013, RVPlus shares were quoted on OTC Link® ATS (“OTC Link”), an inter-dealer quotation and trade messaging system operated by OTC Markets Group, Inc. (formerly known as the Pink Sheets). On July 19, 2013, the Commission issued an order suspending trading in RVPlus’s securities due in part to material deficiencies in the company’s financial statements. RVPlus’s stock now trades on the grey market, an over-the-counter market for securities not listed, traded, or quoted on any U.S. stock exchange or the OTC markets.

18. **Peterson**, age 36, has been RVPlus’s CEO, sole director, chief accounting officer, and principal financial officer from May 4, 2012 to the present.

II. RVPLUS’S FORMATION AND S-1 REGISTRATION STATEMENT

19. In January 2010, RVPlus was incorporated in Delaware.

20. RVPlus purportedly planned to manufacture products for recreational vehicles and establish a website to sell those products.

21. By at least July 19, 2010, RVPlus had 9,380,000 shares of stock outstanding.

22. By at least July 19, 2010, 5,000,000 of those outstanding shares—more than 50% of RVPlus’s outstanding shares and therefore a control block—were held in RVPlus’s then-CEO’s name.

23. Approximately thirty-six other shareholders (the “S-1 Shareholders”) held the remaining 4,380,000 RVPlus shares in their names.

24. On August 11, 2010, RVPlus filed a registration statement with the Commission on Form S-1.

25. On November 12, 2010, RVPlus filed an amended Form S-1 registration statement (the “S-1 Registration”) with the Commission.

26. The S-1 Registration became effective on November 22, 2010.

27. The S-1 Registration registered the resale of the 4,380,000 RVPlus shares held in the S-1 Shareholders’ names.

III. PETERSON’S SHARE PURCHASE AND THE UNREGISTERED OFFERINGS

28. On approximately March 6, 2012, a partner at a law firm (“the Law Firm Partner”) then representing RVPlus introduced Peterson to the then-CEO of RVPlus by email.

29. Peterson made clear in emails to the Law Firm Partner and to the then-CEO of RVPlus that he hoped to purchase the 5,000,000-share control block of RVPlus and then have the shares he purchased promptly re-issued to others—with the “restricted” legends on the share

certificates removed—and the shares transferred to one or more brokerage accounts for re-sale to the public.¹

30. When told that the 5,000,000-share control block would be restricted from immediate sale, Peterson made clear: “Without free-trading shares this RVPL would be insignificant to suit me (sic) needs.”

31. Approximately four days later, RVPlus’s then-CEO told Peterson by email that if he wanted to purchase the “free trading shares”—referring to the shares held in the S-1 Shareholders’ names—in addition to the control block held in the then-CEO’s name, Peterson would have to pay an extra \$25,000.

32. Peterson negotiated to purchase both the control block of 5,000,000 RVPlus shares and at least 4,080,000 of the 4,380,000 million shares held in the S-1 Shareholders’ names for a total of \$275,000.

33. On May 4, 2012, the sale to Peterson of the 5,000,000-share control block closed. Peterson purchased the shares through an entity he controlled.

34. Once the sale closed, Peterson became RVPlus’s CEO, sole director, chief accounting officer, and principal financial officer.

35. As a control person of RVPlus, Peterson could not lawfully obtain the shares held in the S-1 Shareholders’ names and resell the shares to the public shortly thereafter without any further registration under the securities laws.

¹ “Restricted” legends on share certificates provide notice to, among others, the owner of the shares and broker-dealers that the securities cannot legally be resold to the public unless the sale would be exempt from the Commission’s registration requirements. Transfer agents typically remove “restricted” legends when conditions supporting an exemption have been met—commonly, for example, when the owner has already held the shares for one year.

36. On May 7, 2012, Peterson directed RVPlus's transfer agent (the "Transfer Agent") to re-issue the RVPlus shares held in the S-1 Shareholders' names to someone else ("Transferee A"), whom Peterson had copied on his email, and to transfer the shares to a broker-dealer ("Broker-Dealer A").

37. In fact, Peterson had hired Transferee A as an "investor relations/public relations" consultant for RVPlus and had offered to pay Transferee A in the form of RVPlus shares.

38. On May 14, 2012, in an email to the Transfer Agent, Transferee A, and others, Peterson made clear that he needed all 4,080,000 shares to clear at once because he had a stock promotion campaign in process and that he wanted to create the appearance of an active market for RVPlus stock. Peterson wrote: "[Broker-Dealer A] suggested that [the clearing broker-dealer] would have issue clearing all 4.08M shares at one time. We need this to clear in a radiant process. No more hiccups. You guys are killing my awareness campaign that I have set up when you do that. Even changed up by a day or so hurts.... All of you make or made money from this. Just get it done. No excuses.... PS-[], I hope to see those other 6 share holders with the 300K shares in the level 2 also. A deal is a deal."

39. Peterson directed the transfer agent to send 4,080,000 of the shares held in the S-1 Shareholders' names to Transferee A in five separate share certificates: four certificates each for 950,000 shares, and the fifth for 280,000 shares. These shares constituted over 90% of RVPlus's total number of shares available for trading, or "float."

40. On June 11, 2012, Peterson again sought to have multiple share certificates re-issued from the S-1 Shareholders to Transferee A to generate money from the RVPlus deal to pay back a loan.

41. From approximately June 18 through 21, 2012, Peterson directed the Transfer Agent to reissue to entities controlled by another individual, Transferee B, a share certificate without a “restricted” legend for 3,200,000 of the 4,080,000 shares originally issued to Transferee A.

42. On June 28, 2012, Peterson complained that two broker-dealers had asked “my shareholder,” Transferee B, for certain information, including “a history of the cert[ificate] from the transfer agent,” before they would accept the RVPlus share certificates and allow the RVPlus shares to be traded.

43. On June 27, 2012, in an email to RVPlus’s former CEO and former attorney, Peterson complained that he could have purchased a microcap shell company with regulatory deficiencies for half the price of RVPlus and yet already have started trading the stock: “[A]fter almost 2 months next week I’ve spend [sic] \$300K to get a nearly wrecked business model/credibility.... I could have purchased a pink sheet shell with a stop sign with free trading paper with trading history for half of what I paid you and been trading a month ago raising money.”

44. On March 26, 2013, at Peterson’s direction, Transferee A requested that the Transfer Agent transfer 440,000 of the RVPlus shares originally issued to Transferee A to Peterson’s mother’s former boyfriend (“Transferee C”), who had been an early RVPlus investor.

45. On March 28, 2013, the Transfer Agent issued the requested share certificate to Transferee C without a “restricted” legend.

46. From August through September 2013, Transferee C sold approximately 140,000 of these shares to the public for more than \$10,000.

47. From August 22, 2012 through February 1, 2013, Transferee B sold into the public market at least 356,000 of the RVPlus shares issued to him for a profit of at least \$33,240.

IV. THE FALSE STATEMENTS ABOUT RVPLUS

48. From May 2012 through at least March 2013, RVPlus and Peterson made false statements in RVPlus's press releases and filings with the Commission about RVPlus's purportedly lucrative relationship with the U.N., RVPlus's almost \$2 billion worth of contracts with foreign governments, and RVPlus's millions of dollars in accounts receivable, among other things.

49. In fact, as Peterson knew or recklessly disregarded, RVPlus had no financial relationship with the U.N., and the contracts with foreign governments and accounts receivable were fictitious.

A. The False Statements About RVPlus's Relationship with the U.N.

50. In June 1992, certain nations negotiated an international environmental treaty, the U.N. Framework Convention on Climate Change (the "U.N. Climate Convention"), at the U.N. Conference on Environment and Development. The treaty's objective was to "stabilize greenhouse gas concentrations in the atmosphere at a level that would prevent dangerous anthropogenic interference with the climate system."

51. At all relevant times, the U.N. Department of Economic and Social Council (the "U.N. Department") has provided "consultative status" to certain non-governmental organizations ("NGOs"). This status provides NGOs with access to not only the U.N. Department (through the U.N. Department's NGO Branch), but also the U.N.'s many subsidiary bodies and special events organized by the President of the General Assembly, among other things.

52. As the U.N. Department makes clear, U.N. Department consultative status "does not accrue any financial advantage to the respective NGO, nor does it create any financial relationship between the respective NGO and the United Nations." In other words, the U.N.

Department “does not provide funding or financial support of any kind to any organization with which it partners.”

53. On September 3, 2010, Peterson formed ECCO2 Corp. (“ECCO2”), a not-for-profit Texas corporation that Peterson wholly owned.

54. At no time did ECCO2 have consultative status with the U.N. Department.

55. At no time did ECCO2 have any financial relationship with the U.N. or the U.N. Department.

56. At no time was ECCO2 an affiliate of the U.N. Climate Convention.

57. By at least early November 2010, ECCO2’s website nevertheless claimed that it was an “affiliate organization” of the U.N. Climate Convention.

58. On November 5, 2010, the chief legal advisor to the U.N. Climate Convention sent Peterson a cease-and-desist letter. The letter warned Peterson: “It has come to our attention that ECCO2 Corp claims in the news section on its internet page to be an ‘affiliate organization of the United Nations Framework Convention on Climate Change’:

<http://www.ecco2corp.org/news.html>>. This information has been reproduced by several online publications on the basis of your claims and statements. Since ECCO2 Corp is not in fact affiliated with the [U.N. Climate Convention] or the secretariat of the [U.N. Climate Convention] in any way, we demand that you immediately cease and desist from making any such statements and claims and that you notify all the concerned online publications that you have no such affiliation.”

59. On May 4, 2012—the day Peterson purchased the control block of RVPlus shares—ECCO2 licensed certain intellectual property to RVPlus, including “the exclusive rights and authority to all active and pending business partnerships, affiliations, joint ventures, which also include any letter of intent [and] letter of understanding.”

60. On May 4, 2012, ECCO2 issued a press release (the “May 4 Press Release”) stating that ECCO2 had “completed its acquisition with” RVPlus.

61. The May 4 Press Release appeared on ECCO2’s website and contained a quote from Peterson as RVPlus’s “President-CEO.”

62. The May 4 Press Release announced that RVPlus planned to change its “legal business name” to ECCO2 Tech and would “assume operations of its ECCO2 licensors, serving as a consultant and partner to established green technology manufacturers, in addition to federal and foreign government agencies that are eligible for financial aid for contractor projects that provide energy efficiency solutions that can benefit residents, businesses, and governments worldwide.”

63. The May 4 Press Release falsely claimed that ECCO2 was “recently admitted” to the U.N. Department, that ECCO2 was an “affiliate partner” of the U.N. Climate Convention, and that “[t]his status held with the sectors of the United Nations opens many windows of opportunity to over \$100 billion in financial aid to fund ECCO2 projects.”

64. On May 31, 2012, ECCO2 issued another press release (the “May 31 Press Release”) and again stated that RVPlus had “recently acquired” ECCO2.

65. The May 31 Press Release appeared on ECCO2’s website and contained a quote from Peterson as RVPlus’s “CEO-Chairman.”

66. The May 31 Press Release repeated the May 4 Press Release’s false statements about ECCO2’s relationship with the U.N Department.

67. On June 29, 2012, ECCO2 issued yet another press release (the “June 29 Press Release”) and again stated that RVPlus had “recently acquired” ECCO2.

68. The June 29 Press Release appeared on ECCO2’s website and referenced a radio interview with Peterson, RVPlus’s “Chairman-CEO.”

69. The June 29 Press Release repeated the May 4 and May 31 Press Releases' false statements about ECCO2's relationship with the U.N Department.

70. On August 21, 2012, RVPlus filed a report with the Commission on Form 8-K ("August 21 8-K").

71. Peterson signed the August 21 8-K as RVPlus's CEO.

72. The August 21 8-K falsely claimed that "RVPlus' sister company, ECCO2" was "an admitted NGO for United Nations Department of Social Affairs."

73. The August 21 8-K also falsely claimed that RVPlus "has relocated primary office from Austin, Texas to a rental office space in Jersey City New Jersey, in efforts to be closer to United Nations headquarters in New York City and legal, accounting, banking, production, logistical partners that [RVPlus] does business with on a regular basis."

74. On the same day, RVPlus issued a press release (the "August 21 Press Release") stating that it was "doing business as ECCO2 Tech Dot Com."

75. The August 21 Press Release appeared on ECCO2's website and quoted Peterson as RVPlus's "Chairman-CEO."

76. The August 21 Press Release falsely bore the dateline location: "Jersey City, NJ."

77. Like the August 21 8-K, the August 21 Press Release falsely claimed that RVPlus had "relocated primary office from Austin, Texas to a rental office space located at 2500 Plaza 5, 25th Floor Harborside Financial Center, Jersey City, New Jersey, 07311, in efforts to be closer to United Nations headquarters in New York City, in addition to legal, accounting, banking, production, logistical partners that the Company does business with on a regular basis."

78. In fact, as Peterson knew, RVPlus had not relocated to New Jersey.

79. Although Peterson had filled out paperwork requesting virtual office space in New Jersey, he never made the required payments to complete the process. RVPlus never secured even a virtual office in New Jersey.

80. On February 11, 2013, RVPlus issued another press release (the “February 11 Press Release”) stating that it was a “holding company of ECCO2 Tech.”

81. The February 11 Press Release appeared on ECCO2’s website and provided Peterson’s opinion, as RVPlus’s “CEO-Chairman,” on ECCO2’s business.

82. The February 11 Press Release again falsely claimed that ECCO2 was a “UN affiliate partner.”

83. On July 24, 2013, Peterson received another cease-and-desist instruction from the U.N. Climate Convention, this time by email. The email informed him: “[W]e would like to bring to your attention the misuse of the [U.N. Climate Convention] logo and making erroneous statement about your observer status with the [U.N. Climate Convention].... In this context, we would like to remind you that you were already demanded by the [U.N. Climate Convention] secretariat to immediately cease and desist from making similar statements and to notify the secretariat of the removal of the logo. The letter was sent to you on November 5, 2010.”

B. The False Statements About RVPlus’s Agreement with Nigeria

84. On August 17, 2012, Peterson signed on RVPlus’s behalf a “Memorandum of Understanding” (the “Nigerian Memorandum”) with a Nigerian government ministry, the Ministry of Environment Katsina State of Nigeria.

85. According to the Nigerian Memorandum, RVPlus would provide unspecified “energy efficiency and renewable energy solutions” to the Nigerian government.

86. The Nigerian Memorandum created no payment obligation on the Nigerian government's behalf.

87. Instead, the Nigerian Memorandum stated that the parties would “[f]ormalise and establish a ten (10) year contract for goods and services provided by ECCO2 Corp. and affiliated NGOs within 120 days from acceptance” of the Memorandum which “shall be fully guaranteed for payment by United World Charitable Fund and/or other financial aid programs.” In other words, the United World Charitable Fund (the “Charity”), a purported charitable organization, would be responsible for paying for any products or services RVPlus ultimately provided to the Nigerian government pursuant to a future contract.

88. In fact, the Charity was fictitious, as Peterson knew.

89. The individual who purportedly signed the Nigerian Memorandum on the Charity's behalf—the Charity's purported “Director of Board”—was also fictitious, as Peterson knew.

90. Neither ECCO2 nor RVPlus ever entered into a contract to supply goods and services to any part of the Nigerian government, as Peterson knew.

91. Neither the Charity nor the Nigerian government ever made any payments to RVPlus, ECCO2, or Peterson in connection with the Nigerian Memorandum, as Peterson knew.

92. On August 21, 2012, RVPlus's August 21 8-K, signed by Peterson, attached both the Nigerian Memorandum and an accompanying, unexecuted ten-year Purchase and Sale Agreement (the “Purported Nigerian Agreement”) purportedly between RVPlus and the Ministry of Environment for Katsina State within the Federal Republic of Nigeria.

93. The August 21 8-K falsely announced that RVPlus had entered into a ten-year purchase and sale agreement “for a total of \$1.8 billion.”

94. The August 21 8-K falsely claimed that the Purported Nigerian Agreement entailed “a monthly payment schedule for first twelve months of pro forma invoices to total the amount of \$250 million (USD) and the remaining balance of \$1.55 billion to split into monthly pro forma invoices over the remaining nine year duration following the first year of the Agreement.”

95. The August 21 8-K further claimed that, in return, RVPlus would supply the Nigerian government with “energy efficiency and renewable energy products and services.”

96. Similarly, RVPlus’s August 21 Press Release on the same day falsely claimed that RVPlus had entered into the ten-year Purported Nigerian Agreement “for a total of \$1.8 billion (USD)” and provided the same purported monthly invoice schedule as the August 21 8-K.

97. In fact, the Purported Nigerian Agreement was fictitious, as Peterson knew.

98. On October 10, 2012, Peterson emailed the Nigerian government. He claimed that ECCO2 would delay delivering on the promises in the Nigerian Memorandum because of the death of the mother of ECCO2’s purported media relations agent and “political issues going on in America now that also slow down my progress, since white America very angry about President Obama as leader of country; racial tension.”

99. On December 18, 2012, Peterson informed RVPlus’s new auditor firm (“Auditor A”) that Peterson believed RVPlus’s financial statements should reflect over \$250 million in accounts receivable.

100. In response, Auditor A emailed Peterson certain accounting literature for revenue recognition specifying that “[i]n order for the Company to recognize revenues, all the criteria have to be met:

- Persuasive evidence of an arrangement exists.
- Delivery has occurred or services have been rendered.

- The price is fixed or determinable.
- Collectibility is reasonably assured.”

101. Peterson replied to Auditor A: “You and I know goods not deliver [*sic*] and contract just start.”

102. That day, Auditor A resigned from the RVPlus audit. Auditor A’s partner informed Peterson that “the books and records of [RVPlus]’s revenue would not meet our requirements to obtain sufficient and appropriate evidence, especially in the area of revenue recognition.”

103. On December 21, 2012, RVPlus filed a quarterly report with the Commission on Form 10-Q for the quarter that ended October 31, 2012 (the “October 2012 10-Q”).

104. Peterson, as RVPlus’s CEO and principal financial officer, signed and certified the October 2012 10-Q.

105. The October 2012 10-Q’s balance sheet falsely claimed that RVPlus had \$8,653,846 in short-term accounts receivable from the Purported Nigerian Agreement.

106. In fact, at the time, RVPlus had no accounts receivable at all from either the Nigerian Memorandum or the fictitious Purported Nigerian Agreement.

C. The False Statements About RVPlus’s Agreement with Haiti

107. On November 15, 2012, Peterson signed on RVPlus’s behalf a “Memorandum of Understanding” (the “Haitian Memorandum”) with a Haitian governmental body, La Commission des Affaires Etrangères au Sénat pour La République d’Haiti.

108. The Haitian Memorandum claimed that one of its purposes was to “[f]ormalise and clarify the research and development study for carbon emissions reduction” that would occur through the use of “energy efficiency, sustainable, and renewable solutions” to be provided by RVPlus “or any manufacturers or suppliers” approved by the parties to the Haitian Memorandum.

109. The Haitian Memorandum further claimed that it was “developed” in order to “[f]ormalise and establish a ten (10) year contract for goods and services provided by ECCO2 Corp and affiliated NGOs within 120 days from acceptance of this Letter,” with payment to be “fully guaranteed” by the Charity “and/or other financial aid programs.”

110. In other words, just like the Nigerian Memorandum, the Haitian Memorandum provided that the fictitious Charity—not the Haitian government itself—would be responsible for paying for any products or services RVPlus ultimately provided to the Haitian government pursuant to a future contract.

111. The individual who purportedly signed the Haitian Memorandum on the Charity’s behalf was the same fictitious “Director of Board” whose purported signature appeared on the Nigerian Memorandum, as Peterson knew or recklessly disregarded.

112. Neither ECCO2 nor RVPlus ever entered into a contract to supply goods and services to any part of the Haitian government, as Peterson knew or recklessly disregarded.

113. Neither the Charity nor the Haitian government ever made any payments to RVPlus, ECCO2, or Peterson in connection with the Haitian Memorandum, as Peterson knew or recklessly disregarded.

114. On November 16, 2012, RVPlus filed a report with the Commission on Form 8-K (the “November 16 8-K”), attaching the Haitian Memorandum and an accompanying, unexecuted “Purchase and Sale Agreement” (the “Purported Haitian Agreement”) that claimed to provide for \$90,000,000 worth of “energy efficiency and renewable energy solutions” to be supplied by RVPlus and purchased by La Commission des Affaires Etrangères au Sénat pour La République d’Haiti “for the use and benefit of” the collective parties that had signed the Haitian Memorandum.

115. Peterson signed the November 16 8-K.

116. The November 16 8-K falsely stated that RVPlus had “entered into a 10-year Purchase and Sale Agreement for a total of \$90 million,” with a monthly payment schedule “for the first twelve months of pro forma invoices to total the amount of \$15 million” and the remaining \$75 million “to split into monthly pro forma invoices over the remaining nine year duration following the first year of the Agreement.”

117. On November 16, 2012, RVPlus issued a similarly false press release (the “November 16 Press Release”), claiming that RVPlus had “entered into a material agreement for \$90 million” to supply “green technologies chains that enable the environment, agriculture, climate change, and economy in the Republic of Haiti over the next decade.”

118. The November 16 Press Release appeared on ECCO2’s website and contained a quote from Peterson as RVPlus’s “CEO-Chairman.”

119. Like the Purported Nigerian Agreement, the Purported Haitian Agreement was fictitious, as Peterson knew or recklessly disregarded.

120. On March 28, 2013, RVPlus filed a quarterly report with the Commission on Form 10-Q for the quarter that ended January 31, 2013 (the “January 2013 10-Q”).

121. Peterson, as RVPlus’s CEO and principal financial officer, signed and certified the January 2013 10-Q.

122. The January 2013 10-Q’s balance sheet falsely claimed that RVPlus had \$17,590,837 in short-term accounts receivable for the quarter ended January 2013, based in part on amounts attributable to the Purported Haitian Agreement.

123. In fact, at the time, RVPlus had no accounts receivable at all as a result of the Haitian Memorandum or the Purported Haitian Agreement, as Peterson knew or recklessly disregarded.

124. On May 11, 2013, less than two months later, Peterson emailed an associate who had asked about a July disbursement of money. Peterson wrote: “Haiti, itself, has no disbursement date(s) set. I could start remitting gross payables tomorrow but where it sits we have little to no acknowledgement from Haiti government in terms of official documentation and records to prove fruition from our informal discussions with President, PM [Prime Minister], and other government officials....”

125. Two months later, on July 27, 2013, Peterson emailed the individual who had signed the Haitian Memorandum on behalf of the Haitian government entity. Peterson wrote: “I am not sure why this document has not been delivered...I hope to hear from you soon. We have a lot of work to do if this deal is going to proceed. If there is some delay and it cannot start now or continue please be kind to notify me of this change in business plans.”

D. The False Statements About RVPlus’s Agreement with Liberia

126. On December 26, 2012, Peterson signed on RVPlus’s behalf a “Memorandum of Understanding” (the “Liberian Memorandum”) with a Liberian government ministry, the Ministry of Planning & Economic Affairs for the Republic of Liberia.

127. The Liberian Memorandum claimed that RVPlus would provide unspecified “energy efficiency, sustainable, and renewable energy solutions to support climate change, environment, agriculture, and social affairs” to the Liberian government.

128. The Liberian Memorandum further claimed that the parties would “[f]ormalise and establish a ten (10) year contract for goods and services provided by ECCO2 Corp. and affiliated NGOs within 120 days from acceptance” of the Liberian Memorandum which “shall be fully guaranteed for payment by” the Charity “and/or other financial aid programs.”

129. In other words, just as in the Nigerian and Haitian Memoranda, the Liberian Memorandum provided that the fictitious Charity—not the Liberian government itself—would be responsible for paying for any products or services RVPlus ultimately provided to the Liberian government pursuant to a future contract.

130. The individual who purportedly signed the Liberian Memorandum on the Charity's behalf was the same fictitious "Director of Board" whose purported signature appeared on the Nigerian and Haitian Memoranda, as Peterson knew or recklessly disregarded.

131. Neither ECCO2 nor RVPlus ever entered into a contract to supply goods and services to any part of the Liberian government, as Peterson knew or recklessly disregarded.

132. Neither the Charity nor the Liberian government ever made any payments to RVPlus, ECCO2, or Peterson in connection with the Liberian Memorandum, as Peterson knew or recklessly disregarded.

133. On December 27, 2012, RVPlus filed a report with the Commission on Form 8-K (the "December 27 8-K"), attaching both the Liberian Memorandum and an accompanying, unexecuted ten-year Purchase and Sale Agreement (the "Purported Liberian Agreement") purportedly between RVPlus and the Federal Ministry of Planning & Economic Affairs for the Republic of Liberia.

134. Peterson signed the December 27 8-K.

135. The December 27 8-K falsely announced that RVPlus had entered into a ten-year purchase and sale agreement "for a total of \$10,500,000 (USD)" with the Liberian government, "with a monthly payment schedule for first twelve months of pro forma invoices to total the amount of \$1,500,000 (USD) and the remaining balance of \$9,000,000 to split into monthly pro forma invoices over the remaining nine year duration."

136. The December 27 8-K further claimed that, in return, RVPlus would supply the Liberian government with “energy efficiency and renewable energy products and services.”

137. On December 27, 2012, RVPlus issued a similarly false press release (the “December 27 Press Release”) claiming that RVPlus had “entered and reported a \$10.5 million material agreement,” the Purported Liberian Agreement.

138. The December 27 Press Release appeared on ECCO2’s website.

139. Highlighting RVPlus’s false October 2012 10-Q and the Purported Nigerian, Haitian, and Liberian Agreements, the December 27 Press Release claimed: “RVPlus, Inc. recently filed a quarterly report showing \$8.66 million from accounts receivable as of October 31, 2012 and is projected to see \$276.5 million in sales over the next year due to purchase agreements with foreign government parties.... In the past six months the company has made entry into three definitive material agreements with foreign government parties for goods and services, holding a total value of \$1,950,000,000 (1.95 billion US dollars), which are associated to Civil Society Programs, collectively organized by United Nations affiliates and Parties.”

140. In fact, the Purported Liberian Agreement, like the Purported Nigerian and Haitian Agreements, was fictitious, as Peterson knew or recklessly disregarded.

141. On March 28, 2013, RVPlus filed the January 2013 10-Q, as described above in paragraphs 120 and 121.

142. The January 2013 10-Q again touted the fictitious Purported Nigerian Agreement, the fictitious Purported Haitian Agreement, and the fictitious Purported Liberian Agreement: “As of March 23, 2013[,] the company [RVPlus] has made entry into three definitive material agreements with foreign government parties for goods and services, holding a total value of \$1,900,500,000.00

(1.905 billion US dollars), which are associated to Civil Society Programs, collectively organized by United Nations affiliates and Parties.”

143. The next year, on January 1, 2014, Peterson emailed a Liberian government official. As Peterson’s email made clear, ECCO2 had still provided no goods or services to the Liberian government under the Liberian Memorandum.

144. In his email, Peterson claimed that ECCO2 had not yet done so because “Liberia forget [*sic*] to make public notice from government and many people as the investors and sponsors did not take the MOU [Memorandum of Understanding] serious or legitimate [*sic*] when it was published on record with US federal government.”

145. Peterson also claimed that he had “more financial support and power status at the EU Commission and U.N.” than he had had before.

V. PETERSON’S PSEUDONYMOUS POSTS ON INVESTORSHUB.COM

146. InvestorsHub.com, a website, describes itself as a “forum for **serious** investors to gather and share market insights in a dynamic environment using an advanced discussion platform” (emphasis in original).

147. In 2012 and 2013, InvestorsHub.com hosted a message board dedicated to RVPlus (the “Message Board”).

148. From October 7, 2012 through July 30, 2013, Peterson made at least 127 posts on the Message Board. Each time, Peterson used the screen name “dick_schmidt.”

149. In his posts, Peterson claimed to “live in Boston” and to be an RVPlus shareholder who was buying RVPlus shares in the public market and holding the shares because of their value.

150. Peterson’s posts routinely touted RVPlus’s stock.

151. For example, on October 10, 2012, RVPlus’s stock opened at \$0.40 per share.

152. That day, as described in paragraph 98 above, Peterson emailed the Nigerian government to inform it that ECCO2 would delay delivering on its promises of providing goods and services under the Nigerian Memorandum.

153. The same day, Peterson posted on the Message Board. He claimed that the value of the Purported Nigerian Agreement made RVPlus stock worth “over \$10 a share 1:1. Even only counting first year’s contract revenue it should be over \$2 a share. Way under valued [*sic*].”

154. Five days later, on October 15, 2012, RVPlus’s stock again opened at \$0.40 per share.

155. The next day, Peterson again posted on the Message Board. He forecasted: “@ RVPL \$1 share price by next month. I agree. Probably higher.”

156. When investors expressed concerns about RVPlus or its stock, Peterson repeatedly posted messages suggesting that certain false statements in RVPlus’s filings and press releases must be true.

157. For example, when investors voiced concerns about the validity of RVPlus’s financial statements, Peterson claimed that “Fed filings don’t lie” and advised other shareholders: “I would buy up as much as possible.”

158. On July 19, 2013, soon after the Commission issued an order suspending trading in RVPlus’s securities, Peterson posted that “the CEO and company can file the necessary forms needed to be back on track around the same time they are filing their 10k so not a total loss.... They could file everything and be back to trading by this time next month.”

159. In a later post on the same day, Peterson posted that “[f]alsifying \$17 mill on books and \$1.9b in contracts would be suicide.”

160. On July 24, 2013, Peterson continued to defend RVPlus's purported agreements and financials. He posted: "8K Contracts are extremely valid. Each 8K contract was with a federal government agency. Each party in contract is either a affiliate [sic] of UN or some Ministry or something or office of Foreign affairs.... If they contracts [sic] were bogus the CEO would have detained the CEO or whoever was responsible for faking something this extreme.... Let's use our common sense here."

161. Peterson also made false statements about the location of RVPlus's office in New Jersey, as described above in paragraphs 77 through 79.

162. On November 2, 2012, after Hurricane Sandy devastated parts of the United States' northeastern shore, Peterson falsely posted that "RVPlus office is based in Jersey by the harbor that was hit pretty bad."

163. On June 7, 2013, Peterson repeated this claim. He falsely posted that RVPlus "moved the company [to New Jersey] last year to be closer to U[.]N[.] office."

164. At no time did Peterson acknowledge that he was dick_schmidt.

165. On July 30, 2013, an RVPlus shareholder accused dick_schmidt of being Peterson.

166. Peterson retorted: "LOL If I were RVPlus CEO I would have reported you to SEC and FINRA, and the moderator of this blog by now. Your kind have no business playing the market...."

167. Peterson obtained over \$100,000 from his fraud directly or indirectly from investors who paid Peterson or RVPlus for shares.

168. Since April 23, 2013, RVPlus has made no disclosures concerning its operations.

FIRST CLAIM FOR RELIEF
Violations of Securities Act Section 17(a)
(Against RVPlus and Peterson)

169. The Commission re-alleges and incorporates by reference here the allegations in paragraphs 1 through 168.

170. Defendants RVPlus and Peterson, directly or indirectly, singly or in concert, in the offer or sale of securities and by the use of the means or instruments of transportation or communication in interstate commerce, knowingly or recklessly have: (a) employed devices, schemes, or artifices to defraud; (b) obtained money or property by means of untrue statements of a material fact or omissions of a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged in transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon the purchaser.

171. By reason of the foregoing, Defendants RVPlus and Peterson, directly or indirectly, singly or in concert, have violated, and unless enjoined will again violate, Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)].

SECOND CLAIM FOR RELIEF
Violations of Exchange Act Section 10(b) and Rule 10b-5 Thereunder
(Against RVPlus and Peterson)

172. The Commission realleges and incorporates by reference here the allegations in paragraphs 1 through 168.

173. Defendants RVPlus and Peterson, directly or indirectly, singly or in concert, in connection with the purchase or sale of securities and by the use of the means or instrumentalities of interstate commerce, of the mails, or of the facilities of a national securities exchange, knowingly or recklessly have: (a) employed devices, schemes, or artifices to defraud; (b) made untrue statements of

a material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged in acts, transactions, practices, or courses of business which operated or would operate as a fraud or deceit upon other persons.

174. By reason of the foregoing, Defendants RVPlus and Peterson, directly or indirectly, singly or in concert, have violated, and unless enjoined will again violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

THIRD CLAIM FOR RELIEF
Aiding and Abetting Violations of Securities Act Section 17(a)
(Against Peterson)

175. The Commission re-alleges and incorporates by reference here the allegations in paragraphs 1 through 168.

176. As alleged above, RVPlus violated Securities Act Section 17(a) [15 U.S.C. § 77q(a)].

177. Peterson knowingly or recklessly provided substantial assistance to RVPlus with respect to its violations of Securities Act Section 17(a) [15 U.S.C. § 77q(a)].

178. By reason of the foregoing, Peterson is liable pursuant to Securities Act Section 15(b) [15 U.S.C. § 77o(b)] for aiding and abetting RVPlus's violations of Securities Act Section 17(a) [15 U.S.C. § 77q(a)].

FOURTH CLAIM FOR RELIEF
Aiding and Abetting Violations of Exchange Act Section 10(b) and Rule 10b-5
(Against Peterson)

179. The Commission realleges and incorporates by reference here the allegations in paragraphs 1 through 168.

180. As alleged above, RVPlus violated Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

181. Peterson knowingly or recklessly provided substantial assistance to RVPlus with respect to its violations of Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

182. By reason of the foregoing, Peterson is liable pursuant to Exchange Act Section 20(e) [15 U.S.C. § 78t(e)] for aiding and abetting RVPlus's violations of Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

FIFTH CLAIM FOR RELIEF
Violation of Securities Act Sections 5(a) and 5(c)
(Against RVPlus and Peterson)

183. The Commission realleges and incorporates by reference here the allegations in paragraphs 1 through 168.

184. No registration statement was filed or in effect for Transferee B's and Transferee C's offerings and sales of RVPlus shares to the public (the "Unregistered Offerings"). Nor did the Unregistered Offerings qualify for any exemption from the registration requirements set forth in Securities Act Section 5 and the rules promulgated thereunder.

185. Defendants RVPlus and Peterson, directly or indirectly, singly or in concert, have made use of the means or instruments of transportation or communication in interstate commerce, or the mails, to offer and sell securities through the medium of a prospectus or otherwise when no registration statement has been filed or was in effect as to such securities and when no exemption from registration was available.

186. By reason of the foregoing, Defendants RVPlus and Peterson have violated and unless enjoined will continue to violate Securities Act Sections 5(a) and 5(c) [15 U.S.C. §§ 77e(a) and 77e(c)].

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests a Final Judgment:

I.

Permanently enjoining Defendants RVPlus and Peterson, their agents, servants, employees, and attorneys, and all persons in active concert or participation with them who receive actual notice of the final judgment by personal service or otherwise, and each of them, from future violations of Securities Act Section 17(a) [15 U.S.C. §§ 77q(a)], Exchange Act Section 10(b) [15 U.S.C. § 78j(b)], and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

II.

Permanently enjoining Defendants RVPlus and Peterson, their agents, servants, employees, and attorneys, and all persons in active concert or participation with them who receive actual notice of the final judgment by personal service or otherwise, and each of them, from future violations of Securities Act Sections 5(a) and 5(c) [15 U.S.C. §§ 77e(a) and 77e(c)].

III.

Ordering Defendants RVPlus and Peterson to disgorge all ill-gotten gains they received directly or indirectly, with prejudgment interest thereon, as a result of the violations alleged in this Complaint.

IV.

Ordering Defendants RVPlus and Peterson to each pay a civil money 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)].

V.

Permanently prohibiting Defendant Peterson 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, pursuant to Securities Act Section 20(g)(1) [15 U.S.C. § 77t(g)(1)] and Exchange Act Section 21(d)(6) [15 U.S.C. § 78u(d)(6)].

VI.

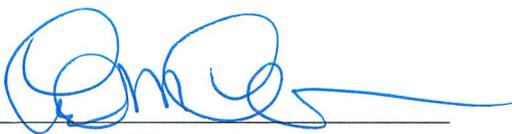
Permanently prohibiting Defendant Peterson from serving as an officer or director of any company that has a class of securities registered under Exchange Act Section 12 or that is required to file reports under Exchange Act Section 15(d), pursuant to Securities Act Section 20(e) [15 U.S.C. § 77t(e)] and Exchange Act Section 21(d)(2) [15 U.S.C. § 78u(d)(2)].

VII.

Such other and further relief as the Court deems appropriate.

Dated: New York, New York
March 14, 2016

By: _____



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LOCAL CIVIL RULE 11.2 CERTIFICATION

Pursuant to Local Civil Rule 11.2, I certify that the matter in controversy alleged in the foregoing Complaint is the subject of a criminal complaint pending in the United States District Court for the District of New Jersey, captioned *United States v. Cary Lee Peterson*, Docket No. 16-mj-6546. The matter here in controversy is not the subject of any other action pending in any court, or of any pending arbitration or administrative proceeding, to my knowledge.

By: _____



Andrew M. Calamari

Counsel for Plaintiff

SECURITIES AND EXCHANGE COMMISSION

New York Regional Office

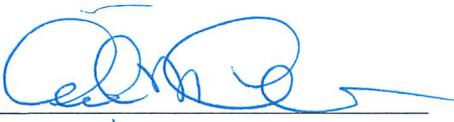
Brookfield Place

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New York, NY 10281-1022

DESIGNATION OF AGENT FOR SERVICE

Pursuant to Local Civil Rule 101.1(f), because the Commission does not have an office in this district, the United States Attorney for the District of New Jersey is hereby designated as eligible as an alternative to the Commission to receive service of all notices or papers in the above captioned action. Therefore, service upon the United States or its authorized designee, Assistant United States Attorney Leticia B. Vandelaar, United States Attorney's Office for the District of New Jersey, 970 Broad Street, Suite 700, Newark, New Jersey, 07102, shall constitute service upon the Commission for purposes of this action.

By: 
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