

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

DAVID G. DRESLIN, MICHAEL P. TOUPS, and
LESLIE A. TOUPS,

Defendants.

C.A. No. 18-cv-02934()

Jury Trial Demanded

COMPLAINT

Plaintiff Securities and Exchange Commission (the “Commission” or “SEC”) alleges as follows against Defendants David G. Dreslin (“Dreslin”), Michael P. Toups (“Michael Toups”), and Leslie A. Toups (“Leslie Toups,” collectively, with Dreslin and Michael Toups, “Defendants”):

I. SUMMARY

1. This SEC enforcement action concerns a fraudulent scheme by Dreslin, a certified public accountant, and Michael Toups, a former registered representative, to create and sell a public shell company in a reverse merger.

2. To effectuate the scheme, beginning in 2011, Dreslin and Michael Toups formed a private company, Anglesea Enterprises, Inc. (“Anglesea”), and concealed their control of Anglesea by, among other things, placing Michael Toups’ wife, Leslie Toups, as a puppet director and a tax client of Dreslin’s as the puppet CEO.

3. Dreslin and Michael Toups created a phony business plan to make it appear as

though Anglesea was a legitimate Internet marketing company, and they conducted a sham private placement to fake investor interest in the venture. Dreslin and Michael Toups then recruited another tax client of Dreslin's to cover the costs of taking Anglesea public, in exchange for a set return to be paid to the tax client upon the successful sale of Anglesea in a reverse merger.

4. On behalf of Anglesea, Dreslin and Michael Toups orchestrated the creation and filing of twenty SEC filings that contained material false and misleading statements and omissions regarding, among other things, the company's control and business operations, and they coordinated the signing of the filings by Leslie Toups and Dreslin's tax client.

5. Dreslin further drafted materially false and misleading management representation letters, which were signed by the puppet CEO and provided to Anglesea's outside auditor.

6. After taking Anglesea public, Dreslin and Michael Toups located an unsuspecting buyer, and on June 16, 2014, conducted a reverse merger of that company into Anglesea. In connection with the Anglesea scheme, Dreslin received ill-gotten gains in the form of proceeds from the sale of Anglesea in the reverse merger and proceeds from the subsequent sale of the Anglesea shares he acquired as part of the scheme.

7. The scheme by Dreslin and Michael Toups to create the Anglesea public shell company and sell it in a reverse merger transaction was the fourth company in an almost identical "shell factory" scheme by Dreslin and Toups dating back to 2009.

8. By engaging in the conduct described herein, Dreslin, Michael Toups, and Leslie Toups violated the antifraud provisions of the federal securities laws, specifically, Dreslin violated Section 17(a) of the Securities Act of 1933 (the "Securities Act") [15 U.S.C. § 77q(a)]

and Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5], and Michael Toups and Leslie Toups violated Sections 17(a)(1) and (3) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder. Alternatively, Dreslin violated Section 10(b) of the Exchange Act and Rule 10b-5(b) thereunder through or by means of Anglesea in violation of Section 20(b) of the Exchange Act [15 U.S.C. § 78t(b)] and Michael Toups violated Section 10(b) of the Exchange Act and Rules 10b-5(a)–(c) thereunder through or by means of Anglesea and Leslie Toups in violation of Section 20(b) of the Exchange Act.

9. Dreslin, Michael Toups, and Leslie Toups, by the conduct alleged herein, aided and abetted Anglesea’s filing of reports with the SEC containing material misstatements and omissions, in violation of Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-1, and 13a-11 thereunder [17 C.F.R. §§ 240.12b-20, 240.13a-1, & 240.13a-11], and Dreslin additionally aided and abetted Anglesea’s violation of Section 13(a) of the Exchange Act and Rule 13a-13 thereunder [17 C.F.R. § 240.13a-13].

10. Dreslin aided and abetted Anglesea’s sole officer’s violation of Exchange Act Rule 13b2-2 [17 C.F.R. § 240.13b2-2] in the making of false statements to Anglesea’s auditor.

11. Leslie Toups, by failing to make a beneficial ownership filing required of officers, directors, and 10% shareholders, violated Section 16(a) of the Exchange Act [15 U.S.C. § 78p(a)] and Rule 16a-3 thereunder [17 C.F.R. § 240.16a-3].

12. Unless restrained and enjoined, Dreslin, Michael Toups, and Leslie Toups are reasonably likely to continue to violate the federal securities laws.

13. The SEC respectfully requests that the Court enter: (a) a permanent injunction restraining and enjoining Dreslin, Michael Toups, and Leslie Toups from violating the statutes

and regulations identified in this Complaint; (b) an order directing Dreslin to disgorge the ill-gotten gains that he received as a result of his participation in the Anglesea scheme with prejudgment interest; (c) an order directing Dreslin, Michael Toups, and Leslie Toups to pay civil penalties; (d) an order imposing penny stock bars against Dreslin, Michael Toups, and Leslie Toups; and (e) an order imposing officer and director bars against Dreslin, Michael Toups, and Leslie Toups.

II. JURISDICTION AND VENUE

14. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d)(1), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d)(1), & 77v(a)] and Sections 21(d)(1), 21(d)(3)(A), 21(e), and 27 of the Exchange Act [15 U.S.C. §§ 78u(d)(1), 78u(d)(3)(A), 78u(e), & 78aa].

15. Defendants have, directly or indirectly, made use of the means or instrumentalities of interstate commerce or of the mails, in connection with the transactions, acts, practices and courses of business alleged in this Complaint.

16. Venue is proper in this district pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)] and Section 27 of the Exchange Act [15 U.S.C. § 78aa] because certain of the transactions, acts, practices and courses of conduct constituting violations of the federal securities laws occurred within this district. In addition, venue is proper in this district because Defendants all reside in this district.

III. DEFENDANTS AND RELEVANT ENTITIES

17. **David G. Dreslin** resides in Seminole, Florida and holds an active certified public accountant (“CPA”) license in Florida. Dreslin provides tax preparation and accounting services for individuals and small businesses. On or about May 22, 2018, the SEC’s Division of

Enforcement entered into a Tolling Agreement with Dreslin. The Tolling Agreement tolled the statute of limitations for the period of May 14, 2018 to November 13, 2018, which was defined as the Tolling Period. Dreslin agreed that the Tolling Period would not be included in the calculation of the running of any statute of limitations related to the matters addressed in this Complaint.

18. **Michael P. Toups** resides in Belleair, Florida. He is a former registered representative (CRD# 2328952) who was last associated with a broker-dealer in or around 2010.

19. **Leslie A. Toups** resides in Belleair, Florida and is the spouse of Michael Toups. She has an undergraduate degree in marketing and over 22 years of experience in journalism and marketing.

20. **Anglesea Enterprises, Inc.** was incorporated in Nevada in 2011 with its principal place of business listed as Tampa, Florida. It was sold in a reverse merger in June 2014, after which, it changed its name (referred to herein as “Company A”). Anglesea’s common stock was registered with the SEC in 2013 pursuant to Section 12(g) of the Exchange Act. At all relevant times, Anglesea’s stock was a penny stock as defined by Section 3(a)(51) of the Exchange Act [15 U.S.C. § 78c(a)(51)] and Rule 3a51-1 [17 C.F.R. § 240.3a51-1] thereunder because, among other things, the securities were equity securities: (1) that were not an “NMS stock,” as defined in 17 C.F.R. § 242.600(b)(47); (2) whose issuer had net tangible assets and average revenue below the thresholds of Rule 3a51-1(g)(1); and (3) did not meet any of the other exceptions from the definition of “penny stock” contained in Rule 3a51-1.

IV. FACTS

A. The Fraudulent Shell Factory Scheme

21. In or around 2009, Michael Toups and Dreslin devised a fraudulent scheme to

profit from the formation and sale of public shell companies.

22. At all times relevant to this Complaint, Dreslin was a licensed CPA in Florida and had experience preparing the type of corporate financial statements that are necessary for the creation of a public company.

23. Michael Toups was, at the time the scheme commenced in 2009, a licensed registered representative in the securities industry, and was associated with a broker-dealer firm.

24. Dreslin and Michael Toups knew that to successfully execute the scheme, they would need funding to cover the costs of taking the shell company public and obtaining over-the-counter trading clearance for the company's free trading securities. The process of taking a company public involves paying fees to various professionals, including a Public Company Accounting Oversight Board (PCAOB) registered audit firm, a registered broker-dealer, and often, securities attorneys.

25. Dreslin and Michael Toups solicited investors from Dreslin's tax clients, including individuals who had invested in real estate ventures with Dreslin in the past.

26. To solicit investors, Dreslin and Michael Toups prepared a two-page summary document that outlined the plan for each company that they would create (the "Shell Scheme Blueprint").

27. The Shell Scheme Blueprint stated that Dreslin and Michael Toups would form private companies, take those companies public, and then sell those companies in reverse mergers.

28. The Shell Scheme Blueprint explained the significant steps that Dreslin and Michael Toups would follow:

- a. sell shares in the private company through a stock offering that was exempt

from registration with the SEC pursuant to Regulation D to create a shareholder base for the company;

- b. file a registration statement for the private company on SEC Form S-1 to create a public float of free trading shares in the company;
- c. during the Form S-1 registration process, work with a market maker (broker-dealer firm) to submit an application to FINRA on Form 211;
- d. once the FINRA Form 211 application is approved, work with the market maker to post bid and ask quotations for the company's stock on the over the counter markets; and
- e. locate a buyer for the public shell company and sell the public shell company in a reverse merger.

29. On or about April 28, 2009, Michael Toups sent an email where he summarized the above steps in response to an inquiry from a potential investor. Dreslin then passed Michael Toups' explanation along to two prospective investors.

30. The Shell Scheme Blueprint detailed their fraudulent scheme and anticipated that Dreslin and Michael Toups would systematically make materially false and misleading statements and omissions to the SEC, each company's auditor, potential and current investors, FINRA, and each company's broker-dealer in order for the scheme to be profitable. Among other things, Dreslin and Michael Toups had to, and did, conceal and obscure the fact that the companies were shell companies that were intended from the outset to be sold to a third party looking to acquire a public company in a reverse merger.

31. Dreslin and Michael Toups knew that if they disclosed their true intentions of forming the companies as shell companies for the purpose of selling the companies to a third

party looking to do a reverse merger, then they would have faced significant additional hurdles in the securities registration process, and would not have been able to take the companies public in the manner in which they did throughout the scheme.

32. Consistent with, and as part of, their fraudulent scheme, Dreslin emailed a prospective investor (“Investor A”) on or about June 1, 2009. The email stated that “[a]s an expanding part of the practice, a partner and myself are forming and filing the necessary documentation to form public entities (shells) that we will sell. . . . [O]u[r] plans are to do 2-3 per year.” Dreslin attached the Shell Scheme Blueprint to the June 1, 2009 solicitation email to Investor A.

33. After receiving the June 1, 2009 email, Investor A invested in the second entity that Dreslin and Michael Toups were creating as part of the scheme. On or about August 10, 2009, Dreslin emailed the second entity’s website address to Investor A.

34. Investor A visited the website of the second shell company and responded to Dreslin’s email, stating that “[i]t seems you have changed your program.” Investor A was surprised because the website appeared to be for a real business pursuing an actual business plan, as opposed to a shell company with no purpose other than to sell itself.

35. Dreslin responded to Investor A, stating:

“No change in the program. We develop the filing as though we are really entering into a start up business. Once it is approved then the shell will be sold as we discussed. **The SEC may frown on it if they think we are just doing it to sell.** Here is the link to the other one we are doing at the same time. We develop different business models.” (emphasis added.)

B. Anglesea: Creating the Entity and Conducting the Sham Private Offering

36. In early 2011, Dreslin and Michael Toups began working on their fourth shell company in the shell company scheme, Anglesea.

37. Dreslin recruited his tax client, Investor A, to invest in Anglesea and, on or about February 3, 2011, that tax client wrote a check to Anglesea for \$60,000. In exchange for his investment, Investor A received 6 million shares of Anglesea stock (approximately 10% of Anglesea's issued stock).

38. On or about February 8, 2011, Dreslin incorporated Anglesea as a private company in Nevada.

39. On or about February 9, 2011, Dreslin opened a bank account in the name of Anglesea. Dreslin was the only authorized signatory on the account.

40. In or around June 2011, Dreslin and Michael Toups sold Anglesea stock to thirty-three investors in a sham private offering. All of the investors bought 1,000 shares of Anglesea stock for \$10. The investors were mostly friends and family of Dreslin and Michael Toups (the "Straw Shareholders"). In total, the Straw Shareholders were issued 33,000 shares of Anglesea stock for \$330 (less than 1% of Anglesea's issued stock).

41. The Straw Shareholders were not *bona fide* shareholders because most or all of them had no legitimate interest in investing in Anglesea or its purported business. Instead, Dreslin and Michael Toups sold Anglesea shares to the Straw Shareholders to give the false appearance of investor interest in the company.

42. The 2011 sales of the Anglesea shares and the 2014 repurchases were sham transactions because Dreslin and Michael Toups retained control over these shares at all times, even though they were technically held in the names of other investors.

43. Dreslin and Michael Toups had such extensive control over the Straw Shareholders that, in the months prior to the June 2014 reverse merger, Dreslin and Michael Toups repurchased the Anglesea shares from twenty-three of the thirty-three Straw Shareholders

for the same price they had paid nearly three years earlier — \$10.

44. After conducting the sham private placement, Dreslin and Michael Toups took steps to install the puppet officer, puppet directors, and puppet majority shareholder. Dreslin and Michael Toups had taken turns serving as officers, directors, and majority shareholders for their first three shell companies. For Anglesea, however, they concealed their involvement by acting through two other individuals who functioned as their puppets. These individuals were the public face of Anglesea, but otherwise had no involvement in the company's operations.

45. Michael Toups enlisted his wife, Leslie Toups, to serve as Anglesea's director and also as Anglesea's majority shareholder. Michael Toups and Dreslin caused Anglesea to issue 60 million shares to Leslie Toups (approximately 90% of Anglesea's issued stock). Although Leslie Toups' Anglesea stock was identified in SEC filings as "founders" shares, she had no role in founding the company and no role in its operations. Michael Toups controlled the stock, even though it was held in Leslie Toups' name, which allowed Michael Toups to retain control over Anglesea.

46. The individual who agreed to serve as the sole officer of Anglesea and the second director with Leslie Toups (the "Puppet Officer and Director") was a long-time tax client of Dreslin's. Dreslin told the Puppet Officer and Director that Anglesea would provide web development and online marketing services, which was the Puppet Officer and Director's area of expertise. The Puppet Officer and Director agreed to serve in the roles of CEO, President, Secretary, and Treasurer, as well as director, as a favor to Dreslin, who he trusted because Dreslin had served as his accountant for over ten years. The Puppet Officer and Director was never provided with the Shell Scheme Blueprint and, initially, he was not aware of Dreslin's and Michael Toups' fraudulent scheme involving Anglesea.

47. Every action the Puppet Officer and Director took on behalf of Anglesea was done at Dreslin's direction. The Puppet Officer and Director's involvement in Anglesea was limited to signing documents that Dreslin provided to him. The Puppet Officer and Director never took any steps towards providing web development or online marketing services on behalf of Anglesea, nor did anyone else.

48. In or around October 2011, Dreslin prepared backdated internal corporate documents for Anglesea to make it appear that Leslie Toups and the Puppet Officer and Director created Anglesea and authorized the private offering of Anglesea stock in or around June 2011. Backdating the documents allowed Dreslin and Michael Toups to conceal their scheme by giving the false appearance that they were not controlling Anglesea.

49. Leslie Toups and the Puppet Officer and Director signed the internal corporate documents in or around October 2011, even though the documents were backdated to February 8, 2011, February 10, 2011, and June 30, 2011.

50. In or around 2011, Dreslin entered into a consulting agreement with Anglesea. The consulting agreement served two purposes. First, it allowed Dreslin to have an official role with Anglesea, so his extensive involvement would not raise red flags with the third parties he was dealing with on behalf of Anglesea. Second, it allowed Dreslin to pay himself for the services he was providing to Anglesea in executing the Shell Scheme Blueprint.

51. While Michael Toups did not officially sign a consulting agreement with Anglesea, he represented himself to be an Anglesea consultant throughout the course of the fraudulent scheme, including to Anglesea's lawyer, accountant, and market maker.

C. Anglesea: False and Misleading Registration Statements

52. On or about January 24, 2012, Dreslin and Michael Toups, using a law firm they

hired on behalf of Anglesea, filed a Registration Statement on SEC Form S-1 (the “Initial Form S-1”) that they knew, or were reckless in not knowing, contained numerous materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

53. Michael Toups drafted the business plan and plan of operations that was included in the Initial Form S-1, which included materially false and misleading statements and omissions, with input and assistance from Dreslin. Dreslin drafted the information for other sections of the Initial Form S-1, which included materially false and misleading statements and omissions, including provisions relating to the Puppet Officer and Director, Anglesea’s shareholders, and Anglesea’s business operations.

54. Both Dreslin and Michael Toups reviewed and approved the Initial Form S-1 and directed it be filed on or about January 24, 2012. The Puppet Officer and Director signed the Initial Form S-1 at Dreslin’s direction without reading the document.

55. After filing the Initial Form S-1, staff in the SEC’s Division of Corporation Finance issued a comment letter to Anglesea, followed by three additional comment letters, with each letter coming after a successive amended Anglesea Form S-1 filing.

56. Each time the SEC staff issued a comment letter, Dreslin and Michael Toups would participate in drafting, reviewing, approving, and directing the filing of amended Forms S-1.

57. Anglesea filed amended Forms S-1 with the SEC on or about March 28, 2012, May 25, 2012, June 15, 2012, and July 11, 2012 (the “Amended Forms S-1” and collectively, with the Initial Form S-1, “Anglesea’s Forms S-1”).

58. The Puppet Officer and Director, at Dreslin’s direction, signed each of Anglesea’s

Forms S-1, and Leslie Toups, at Michael Toups' direction, signed each of the Amended Forms S-1. Both the Puppet Officer and Director and Leslie Toups signed the filings without reading them.

59. The Amended Forms S-1 contained the same materially false and misleading statements and omissions found in the Initial Form S-1 relating to the Puppet Officer and Director, Anglesea's shareholders, and Anglesea's business operations, and also added additional misrepresentations regarding Anglesea's website and marketing efforts to address the SEC staff's comment letters.

60. Dreslin and Michael Toups worked together to write and approve the materially false and misleading statements and omissions in Anglesea's Forms S-1; due to their extensive involvement with and control over Anglesea, they knew, or were reckless in not knowing, the documents contained materially false and misleading statements and omissions when they approved them; and they made them for the purpose of misleading the SEC, FINRA, and current and potential investors.

61. Because of their role in drafting, approving, and directing the filings and signatures, as well their control over Anglesea, Dreslin acted through Anglesea to make the materially false and misleading statements and omissions in Anglesea's Forms S-1 and Michael Toups acted through Anglesea to make the materially false and misleading statements and omissions in the Initial Form S-1 and acted through Anglesea and Leslie Toups to make the materially false and misleading statements and omissions in the Amended Forms S-1.

62. Anglesea's registration statement on Form S-1 went effective on or about July 30, 2012.

D. Anglesea: False FINRA Submission

63. In or around 2012, Dreslin and Michael Toups located a registered broker-dealer firm that was willing to submit an application to FINRA on Form 211 for Anglesea. Once approved by FINRA, a successful Form 211 application would allow Anglesea to have its free trading shares publicly traded on the over-the-counter markets, including the Over the Counter Bulletin Board (OTCBB) run by FINRA, and one of the three over-the-counter markets run by OTC Markets Group.

64. While the broker-dealer submitted the application to FINRA, the client, Anglesea, submitted a detailed questionnaire that the broker-dealer relied on when submitting the application.

65. Dreslin and Michael Toups prepared all of the information contained in the Form 211 questionnaire submitted to the broker-dealer, and they included all of Anglesea's SEC filings that they knew, or were reckless in not knowing, contained materially false and misleading statements and omissions as detailed in this Complaint. At Dreslin's direction, the Puppet Officer and Director signed the application even though he had no substantive involvement in its preparation.

66. In furtherance of their shell scheme, Dreslin and Michael Toups submitted the completed questionnaire to the broker-dealer with the intent to conceal that Anglesea was a shell company and mislead both the broker-dealer and FINRA.

67. On or about October 26, 2012, the broker-dealer submitted Anglesea's Form 211 application to FINRA. In response, FINRA initially denied the application and issued a series of deficiency letters in response to Anglesea's revised submissions.

68. The FINRA examiner opined that Anglesea was a shell company and its SEC

filings needed to be amended to reflect this fact. In response, Dreslin and Michael Toups hired an attorney to prepare a false attorney opinion letter stating that Anglesea was not a shell company.

69. Dreslin and Michael Toups knew that Anglesea was a shell company and they knew that its stated business plan was false, yet they provided false information to an attorney, who then reiterated their false factual assertions in an opinion letter. Dreslin and Michael Toups then submitted the materially false opinion letter to the broker-dealer with the intent of misleading both the broker-dealer and FINRA. The false information that Dreslin and Michael Toups directed be submitted to FINRA was material to FINRA's decision regarding the Form 211 application.

70. On or about January 24, 2013, Anglesea filed a Form 8-A12G with the SEC to register its existing class of registered securities under the Exchange Act and FINRA approved Anglesea's Form 211 application on or about February 4, 2013.

E. Anglesea: False and Misleading Periodic Filings

71. After registering its securities on Form S-1, Anglesea made required periodic filings with the SEC. Those filings included quarterly reports on Form 10-Q, annual reports on Form 10-K, and current reports on Form 8-K.

72. Anglesea filed Forms 10-Q with the SEC on or about August 20, 2012, February 11, 2013, May 6, 2013, August 14, 2013, February 14, 2014, and May 20, 2014; filed an amendment to Form 10-Q on or about September 11, 2012; and filed a Form NT 10-Q on or about May 15, 2014 (collectively, "Anglesea's Forms 10-Q").

73. With the exception of the May 15, 2014 Form NT 10-Q, the Puppet Officer and Director signed Anglesea's Forms 10-Q at Dreslin's request, without reading the filings or

having any involvement with Anglesea. Dreslin placed the Puppet Officer and Director's signature on the May 15, 2014 Form NT 10-Q filing, but did so without authorization, and thus electronically forged the Puppet Officer and Director's signature.

74. Anglesea filed Forms 10-K with the SEC on or about January 14, 2013 and December 27, 2013, and filed an amended Form 10-K on or about January 30, 2014 (collectively ("Anglesea's Forms 10-K").

75. The Puppet Officer and Director signed Anglesea's Forms 10-K at Dreslin's request, without reading the filings or having any involvement with Anglesea.

76. Leslie Toups signed, at Michael Toups' direction, the amendment to the Form 10-K, filed on or about January 30, 2014 (the "January Form 10-K/A") without reading the filing or having any involvement with Anglesea.

77. Anglesea filed a Form 8-K on or about June 18, 2014, which was signed by Company A officers and also attached the June 16, 2014 reverse merger agreement (the "Merger Agreement") signed by Leslie Toups, both as Anglesea's majority shareholder and also on behalf of Anglesea (the "June Form 8-K," and collectively, with Anglesea's Forms 10-Q and Anglesea's Forms 10-K, "Anglesea's Periodic SEC Filings").

78. The June Form 8-K announced the reverse merger and represented the change from Dreslin's and Michael Toups' control of Anglesea to control by the buyer, Company A.

79. Each of Anglesea's Periodic SEC Filings contained materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading. The filings, among other things: (1) falsely represented that Anglesea had a business plan and plan of operations, when it had no plan, except being sold in a reverse merger; (2) falsely stated Anglesea was controlled by

the Puppet Officer and Director, when it was controlled by Dreslin and Michael Toups; and (3) omitted to state that Anglesea's shareholders had no investment intent, and instead were serving as Straw Shareholders.

80. Additionally, Anglesea's Form 10-K filed on or about December 27, 2013 and the January Form 10-K/A also falsely stated Anglesea had no plans or proposals regarding a possible acquisition or merger and that no preliminary contact or discussions concerning a merger had occurred. These representations were false, and Dreslin, Michael Toups, and Leslie Toups knew or were reckless in not knowing they were false, because Dreslin and Michael Toups coordinated, and Leslie Toups signed, a letter of intent with Company A to enter into the reverse merger several months earlier. These representations were material because a reasonable investor would have viewed the company's intended change of control and business as important and as having significantly altered the total mix of information made available.

81. Further details on the materially false and misleading statements and omissions in Anglesea's August 14, 2013, February 14, 2014, and May 20, 2014 Forms 10-Q; December 27, 2013 Form 10-K; and January 30, 2014 Form 10-K/A are contained in Section K of the Complaint.

82. Dreslin was responsible for the content of all of Anglesea's Periodic SEC Filings. Dreslin directed Anglesea's attorneys to draft each filing and/or drafted or supplied language for the filings. He also handled all communications regarding each filing, coordinated obtaining the necessary signatures on each filing, and, ultimately, approved each filing and directed the vendor to make the filings. Accordingly, Dreslin directly made, and also acted through Anglesea to make, the materially false and misleading statements and omissions in Anglesea's Periodic SEC Filings.

83. Dreslin, due to his extensive involvement with and control over Anglesea, knew, or was reckless in not knowing, the statements in Anglesea's Periodic SEC Filings were materially false and misleading and contained omissions and he made them for the purpose of misleading the SEC and current or potential investors.

84. Michael Toups was responsible for the content of Anglesea's January Form 10-K/A that was signed by Leslie Toups. Dreslin sent Michael Toups the January Form 10-K/A for him to obtain Leslie Toups' signature because Michael Toups served as the gatekeeper to Leslie Toups and had the authority to edit or revise the language of the filing, or to withhold Leslie Toups' signature. Michael Toups reviewed and approved the January Form 10-K/A and directed Leslie Toups to sign it. Accordingly, Michael Toups directly made, and also acted through Anglesea and Leslie Toups to make, the materially false and misleading statements in the January Form 10-K/A.

85. Michael Toups was also responsible for the content of the June Form 8-K because he reviewed and approved the June Form 8-K. Michael Toups also reviewed and approved the Merger Agreement, and had Leslie Toups sign the Merger Agreement, which he knew would be filed with the Form 8-K. Accordingly, Michael Toups directly made, and also acted through Anglesea and Leslie Toups to make, the materially false and misleading statements in the June Form 8-K and the Merger Agreement.

86. Michael Toups, due to his extensive involvement with and control over Anglesea, knew, or was reckless in not knowing, Anglesea's January Form 10-K/A and June Form 8-K contained materially false and misleading statements and omissions.

87. Leslie Toups, by signing the January Form 10-K/A and Merger Agreement without reading them, taking any steps to ensure their accuracy, or having any involvement in

Anglesea, when she knew, or was reckless in not knowing, that the documents would be filed with the SEC, made the materially false and misleading statements and omissions in the January Form 10-K/A and June Form 8-K and knew, or was reckless in not knowing, that the January Form 10-K/A and June Form 8-K contained materially false and misleading statements and omissions.

88. The following chart illustrates Anglesea's Periodic SEC Filings:

Filing Date	Filing Type	Signatories	Makers of the Statements in the Filing
8/20/2012	10-Q	The Puppet Officer and Director	Dreslin
9/11/2012	10-Q/A	The Puppet Officer and Director	Dreslin
1/14/2013	10-K	The Puppet Officer and Director	Dreslin
2/11/2013	10-Q	The Puppet Officer and Director	Dreslin
5/6/2013	10-Q	The Puppet Officer and Director	Dreslin
8/14/2013	10-Q	The Puppet Officer and Director	Dreslin
12/27/2013	10-K	The Puppet Officer and Director	Dreslin
1/30/2014	10-K/A	The Puppet Officer and Director Leslie Toups	Dreslin Michael Toups Leslie Toups
2/14/2014	10-Q	The Puppet Officer and Director	Dreslin
5/15/2014	NT 10-Q	The Puppet Officer and Director	Dreslin
5/20/2014	10-Q	The Puppet Officer and Director	Dreslin
6/18/2014	8-K	Company A Officers	Dreslin Michael Toups Leslie Toups
6/18/2014	Merger Agreement (Exhibit to 8-K)	Leslie Toups	Dreslin Michael Toups Leslie Toups

F. Anglesea: False and Misleading Form S-1 Post-Effective Amendments

89. For Anglesea to ensure that its registration statement was still effective at the time of the reverse merger with Company A, Anglesea needed to file post-effective amendments to its registration statement.

90. Anglesea filed with the SEC post effective amendments to its registration statement on November 13, 2013, January 15, 2014, and January 30, 2014 (collectively, the "Post Effective Amendments").

91. The Post Effective Amendments were signed by the Puppet Officer and Director,

at Dreslin's direction, and Leslie Toups, at Michael Toups' direction.

92. Each of the Post Effective Amendments contained materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading. The Post Effective Amendments, among other things: (1) falsely represented that Anglesea had a business plan and plan of operations, when it had no plan, except being sold in a reverse merger; (2) falsely stated Anglesea was controlled by the Puppet Officer and Director, when it was controlled by Dreslin and Michael Toups; and (3) omitted to state that Anglesea's shareholders had no investment intent, and instead were serving as Straw Shareholders.

93. Specific materially false and misleading statements and omissions in the November 13, 2013 and January 15, 2014 Post Effective Amendments are detailed in Section K of the Complaint.

94. Dreslin and Michael Toups were both responsible for the content of the Post Effective Amendments. Dreslin directed Anglesea's attorney to draft the Post Effective Amendments, supplied language for the Post Effect Amendments, handled all communications regarding the Post Effective Amendments, coordinated the necessary signatures on the Post Effective Amendments, and, ultimately, approved and directed the vendor to file the Post Effective Amendments. Michael Toups reviewed and approved the Post Effective Amendments and coordinated Leslie Toups' signature on the Post Effective Amendments.

95. Because of their role in drafting, reviewing, and/or approving the Post Effective Amendments, as well their control over Anglesea, Dreslin directly made, and also acted through Anglesea to make, and Michael Toups directly made, and also acted through Anglesea and Leslie Toups to make, the materially false and misleading statements and omissions in the Post

Effective Amendments.

96. Dreslin and Michael Toups, due to their extensive involvement with and control over Anglesea, knew, or were reckless in not knowing, the Post Effective Amendments contained materially false and misleading statements and omissions when they made them and were made for the purpose of misleading the SEC, FINRA, and current and potential investors.

97. Leslie Toups signed the Post Effective Amendments without reading them and without taking any steps to ensure the Post Effective Amendments' accuracy despite knowing, or being reckless in not knowing, that the Post Effective Amendments would be filed with the SEC. Accordingly, Leslie Toups made the false and misleading statements and omissions in the Post Effective Amendments and knew, or was reckless in not knowing, that the Post Effective Amendments contained materially false and misleading statements and omissions.

G. Anglesea: False Statements to the Auditor and Dreslin's Substantial Assistance

98. In connection with Anglesea's SEC filings on Form 10-K and Form S-1, Anglesea was required, pursuant to SEC rules, to submit audited financial statements accompanied by an opinion from its auditor.

99. Anglesea's auditor required that, prior to releasing an audit opinion for inclusion with Anglesea's SEC filings, it receive a management representation letter from Anglesea.

100. In every instance where Anglesea's auditor required a management representation letter, Anglesea followed the same process. Dreslin prepared the management representation letter and sent the letter to the Puppet Officer and Director. The Puppet Officer and Director signed the management representation letter, at Dreslin's direction, without having any knowledge of the company's operations or finances, and without knowing whether the statements in the letter were truthful. Dreslin then sent the signed letter to Anglesea's auditor.

101. Each of the management representation letters, which were provided to Anglesea's auditor in or around August 2013, December 2013, February 2014, and May 2014, falsely stated that management was unaware of any fraud attendant to Anglesea.

102. The fraud attendant to Anglesea, specifically that it had consistently lied about its business, plan of operations, shareholders, officers, directors, and control persons, was material to the auditor's review of Anglesea and its financial statements.

103. Dreslin, as one of the architects of the fraud, knew, or was reckless in not knowing, that this statement was materially false and misleading each time he drafted the management representation letters.

104. Dreslin drafted and transmitted the management representation letters to Anglesea's auditor with the intent to mislead the auditor into believing there was no fraud attendant to Anglesea, and for the purpose of having Anglesea's auditor furnish the audited financial statements and audit opinion for filing with the SEC, which it did.

105. Anglesea's auditor would not have agreed to audit Anglesea's financial statements and issue an audit opinion if it had known that Anglesea was involved in a fraudulent scheme and its SEC filings contained materially false and misleading statements and omissions.

H. Anglesea: False Statements to Company A

106. In or around 2013, Dreslin and Michael Toups began searching for a company to purchase the Anglesea shell. With the help of Anglesea's law firm, Company A was located.

107. Dreslin directed Anglesea's law firm to draft a letter of intent ("LOI") to conduct the reverse merger transaction. Dreslin and Michael Toups reviewed and approved the LOI, even though, due to their extensive involvement and control of Anglesea, they knew, or were reckless in not knowing, the LOI contained materially false and misleading statements.

108. Specifically, in the LOI, Leslie Toups and Investor A falsely represented to Company A that “the legal, financial and business condition of [Anglesea] is . . . accurately reflected in the Annual Report on Securities and Exchange Commission (“SEC”) Form 10-K for the fiscal year ended September 20, 2012, filed by [Anglesea] on January 14, 2013.”

109. Dreslin and Michael Toups knew, or were reckless in not knowing, this statement was materially false and misleading because, as detailed herein, the January 14, 2013 Form 10-K contained materially false and misleading statements and omissions regarding the legal, financial, and business condition of Anglesea.

110. Nonetheless, Dreslin coordinated the LOI from the Anglesea side and handled all aspects of its negotiation.

111. On or about May 20, 2013, Company A entered into the LOI with Anglesea’s two largest shareholders, Leslie Toups and Investor A, for them to sell over 98% of Anglesea’s issued stock to Company A in a reverse merger.

112. Dreslin transmitted the LOI to Investor A for signature, and Investor A signed it at Dreslin’s direction.

113. Michael Toups reviewed and approved the LOI and coordinated Leslie Toups’ signature on the LOI.

114. Leslie Toups knew, or was reckless in not knowing, the statements in the LOI were false because she signed the LOI without reading it or taking any steps to determine whether her representations to Company A were accurate.

I. Anglesea: The Removal of the Puppet Officer and Director and Sale to Company A

115. In or around May 2014, Company A informed Anglesea that it was prepared to move forward with the closing of the reverse merger.

116. Dreslin directed Anglesea's attorneys to prepare the merger documents, but the Puppet Officer and Director refused to sign certain preliminary documents.

117. Earlier in 2014, Dreslin had been arrested by the Florida Department of Law Enforcement, Office of Financial Regulation, and was charged by the Florida Statewide Prosecutor with felony securities fraud, racketeering, conspiracy, and other charges for allegedly running a real estate Ponzi scheme.

118. The Puppet Officer and Director learned of Dreslin's arrest, which was reported by local media outlets, and the arrest shook the Puppet Officer and Director's confidence in Dreslin. The Puppet Officer and Director had assumed that Anglesea was legitimate, but after further examination, he determined that he may have unwittingly participated in a fraud. As a result, the Puppet Officer and Director refused to sign the documents needed for the reverse merger.

119. As the Puppet Officer and Director was Anglesea's only officer, this presented a problem for Dreslin and Michael Toups, who needed an Anglesea officer to sign the documents necessary to finalize the reverse merger and complete the final step of their fraudulent scheme.

120. Dreslin and Michael Toups decided to remove the Puppet Officer and Director from Anglesea and arranged for Leslie Toups to sign documents on behalf of Anglesea thereby allowing them to complete the fraudulent scheme.

121. At Dreslin's request, Anglesea's attorneys prepared documents, and Michael Toups directed Leslie Toups to sign documents, that used Leslie Toups' position as the majority shareholder to vote the Puppet Officer and Director off of the Anglesea board of directors. Then, once Leslie Toups was the only remaining director, she removed the Puppet Officer and Director from his Anglesea officer positions.

122. Dreslin, Michael Toups, and Leslie Toups all played important roles in the removal of the Puppet Officer and Director. Dreslin coordinated the preparation of the corporate resolutions, Michael Toups reviewed and approved the corporate resolutions and transmitted the documents to Leslie Toups for signature, and Leslie Toups signed the documents, without question, despite having never met or spoken with the Puppet Officer and Director.

123. Without the cooperation and work of all three Defendants, the fraudulent scheme would have failed and Defendants would not have been able to complete the final step in the Shell Scheme Blueprint.

124. After removing the Puppet Officer and Director, Leslie Toups was the only person who had any official capacity with Anglesea and she assumed the title of Executive Director.

125. Dreslin then directed Anglesea's attorneys to prepare the Merger Agreement and the June Form 8-K current report, both of which were filed with the SEC on completion of the reverse merger.

126. The Merger Agreement and June Form 8-K contained materially false and misleadingly statements, as detailed in Section K of the Complaint.

127. Michael Toups transmitted the Merger Agreement to Leslie Toups for signature. Leslie Toups signed the Merger Agreement on behalf of Anglesea.

128. Company A paid the purchase price in the Merger Agreement in exchange for the disposition of over 98% of Anglesea's issued securities through the cancellation of the majority of those shares, and the sale of a small portion of the shares.

129. Anglesea's new management, which was from Company A, signed the June Form 8-K, but relied on information it thought had been provided by Anglesea's former management,

without knowing that Dreslin and Michael Toups had supplied false information regarding the departure of the Puppet Officer and Director, as further described in Section K.

130. The reverse merger with Company A was completed or about June 16, 2014.

J. Dreslin's Profits from the Reverse Merger and Stock Sales

131. Anglesea's majority shareholders, Leslie Toups and Investor A, should have received profits from the sale of their Anglesea shares in the reverse merger, pursuant to the Merger Agreement. Michael Toups, however, directed Leslie Toups to distribute, and she did distribute, the funds from the reverse merger to which she was legally entitled to Dreslin.

132. Dreslin coordinated providing Investor A with his funds from the reverse merger and also acquired some of Investor A's Anglesea shares. Dreslin sold these shares for profit after the reverse merger closed.

133. Dreslin profited from his involvement in the scheme by receiving a large share of the purchase price that Company A paid for Anglesea and also by selling Anglesea shares that he acquired through the scheme.

K. Anglesea: Dreslin's, Michael Toups', and Leslie Toups' Material Misstatements and Omissions in SEC Filings and Other Documents that are the Basis of the Violations of Section 10(b) of the Exchange Act and Rule 10b-5(b) and Section 17(a)(2) of the Securities Act

Misrepresentations Regarding Anglesea's Business

134. Anglesea's Forms 10-Q filed on or about August 14, 2013, February 14, 2014, and May 20, 2014; Forms 10-K and 10-K/A filed on or about December 27, 2013 and January 30, 2014; and Post Effective Amendments to Form S-1 filed on or about November 13, 2013 and January 15, 2014 (collectively, the "Anglesea False Statement Documents") contained numerous materially false and misleading statements regarding Anglesea's business and operations.

135. In Anglesea's Form 10-K, filed on or about December 27, 2013, the materially

false and misleading statements regarding Anglesea's business and operations included, but were not limited to:

- a. "We plan to provide marketing and web-related services to small businesses including the design and development of original websites, creative writing and graphics, virtual tours, audio/visual services, marketing analysis and search engine optimization."
- b. "We also plan to provide economical internet-related marketing services to small businesses that are looking to expand their existing marketing efforts to reach a larger audience via their website."

136. The statements in the paragraph above were materially false and misleading because:

- a. Anglesea never provided, nor did it ever intend to provide, any marketing or web-related services, or any services at all.
- b. Anglesea had no business or business plans, and Anglesea's actual operations consisted only of the steps necessary to turn it into a public shell company that could then be sold.
- c. Dreslin's and Michael Toups' sole intention for Anglesea, as outlined in the Shell Scheme Blueprint, and entirely omitted from all of Anglesea's filings, was to create an empty shell of a public company that could be sold in a reverse merger.

137. Either identical false statements or similar false statements appear in the other Anglesea False Statement Documents (collectively, with the statements in the December 27, 2013 Form 10-K, the "Business and Operations Misstatements").

138. The Business and Operations Misstatements were material because any reasonable investor would have considered it important to know and to have significantly altered the total mix of information if the company in which they were investing had no intention of pursuing its stated purpose, was only a shell company, and was being run by undisclosed control people.

139. The Business and Operations Misstatements were made in connection with the offer and sale of Anglesea securities to Company A because the LOI and Merger Agreement included Anglesea's SEC filings by reference.

140. Dreslin made the Business and Operations Misstatements in the Anglesea False Statement Documents. Dreslin assisted in drafting and approved the Business and Operations Misstatements, knowingly placed them in Anglesea's SEC filings, and directed the Puppet Officer and Director to sign the filings. In the alternative, Dreslin acted through or by means of Anglesea, to make the Business and Operations Misstatements in the Anglesea False Statement Documents.

141. Michael Toups made the Business and Operations Misstatements in Anglesea's January Form 10-K/A and Post Effective Amendment to Form S-1 filed on or about January 15, 2014 (the "January Form S-1/A,"; collectively, with the January Form 10-K/A, the "Toups False Statement Documents"). Michael Toups originally assisted in drafting the Business and Operations Misstatements, reviewed and approved these filings containing the Business and Operations Misstatements, and directed Leslie Toups to sign these filings. In the alternative, Michael Toups acted through or by means of Anglesea and Leslie Toups to make the Business and Operations Misstatements in the Toups False Statement Documents.

142. Due to Dreslin's and Michael Toups' extensive involvement with and control

over Anglesea, they knew, or were reckless in not knowing, the Business and Operations Misstatements were false when they made them.

143. Dreslin and Michael Toups intended for the Business and Operations Misstatements to be reused in every Anglesea SEC filing up until the time of the reverse merger in or around June 2014, and were aware that the Business and Operations Misstatements statements were used in Anglesea's filings.

144. By signing the Toups False Statement Documents, Leslie Toups made the Business and Operations Misstatements in these documents. Leslie Toups knew, or was reckless in not knowing, those statements were false when she made them because she did not read or ask any questions about the documents that she was signing.

Misrepresentations and Omissions Regarding Anglesea's Control Persons, Officer, and Directors

145. The Anglesea False Statement Documents contained numerous materially false and misleading statements regarding Anglesea's control persons, officer, and directors.

146. In Anglesea's Form 10-K filed on or about December 27, 2013, the materially false and misleading statements regarding Anglesea's control persons, officer, and directors included, but were not limited to:

- a. "All business functions are coordinated and managed by our Chief Executive Officer and President, [the Puppet Officer and Director]."
- b. "[The Puppet Officer and Director] currently devotes 50% of his time to Anglesea Enterprises which ranges from 20 to 30 hours per week. However, [the Puppet Officer and Director] intends to devote more of his time to the Company once we are further along in our operations. Additionally, in order to help the Company fully realize its business plan, [the Puppet Officer and

Director] plans to employ qualified employees over the course of the next twelve months.”

147. The statements above were materially false and misleading because the Puppet Officer and Director had no involvement with Anglesea whatsoever other than to sign documents when directed to do so by Dreslin. He did not coordinate any of Anglesea’s business, he spent zero hours per week on Anglesea, he never intended to increase his participation in Anglesea’s business, and he never intended to hire employees for Anglesea.

148. In Anglesea’s Form 10-K filed on December 27, 2013, there were also numerous statements that contained omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading regarding Anglesea’s control persons, officer, and directors, which included, but were not limited to:

- a. “Mrs. Leslie Toups is a director and founder of the Company.”
- b. “Leslie Toups is the director of the registrant and owns 90.86% of the outstanding stock.”
- c. “All business functions are coordinated and managed by our Chief Executive Officer and President, [the Puppet Officer and Director].”

149. The statements above omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. In order to make those statements not misleading, Dreslin, Michael Toups, and Leslie Toups would have had to state that:

- a. Leslie Toups was not involved in the founding of Anglesea, never met with or spoke with the Puppet Officer and Director, knew nothing of Anglesea’s operations or purpose, and followed the directions of Michael Toups with

respect to all matters concerning Anglesea.

- b. Michael Toups controlled all of Leslie Toups' Anglesea stock and acted through Anglesea and Leslie Toups with respect to all Anglesea matters.
- c. The Puppet Officer and Director acted at the direction of Dreslin with respect to Anglesea, and Dreslin acted through Anglesea and the Puppet Officer and Director with respect to all such matters.
- d. Dreslin and Michael Toups controlled all aspects of Anglesea, including its business and relationships with third parties such as its lawyers, auditor, broker-dealer, and others.

150. Either identical false statements and omissions or similar false statements and omissions appear in the other Anglesea False Statement Documents (collectively, with the statements in the December 27, 2013 Form 10-K, the "Control Person Misstatements and Omissions").

151. The Control Person Misstatements and Omissions were material because any reasonable investor would have considered it important to know and to have significantly altered the total mix of information if the company in which they were purchasing securities was not actually controlled by the individuals it represented to be controlled by. Accordingly, systematically misrepresenting the existence of undisclosed control persons was a falsehood about an essential fact concerning Anglesea.

152. The Control Person Misstatements and Omissions were made in connection with the offer and sale of Anglesea securities to Company A because the LOI and Merger Agreement included Anglesea's SEC filings by reference.

153. Dreslin made the Control Person Misstatements and Omissions in the Anglesea

False Statement Documents. Dreslin assisted in drafting and approved the Control Person Misstatements and Omissions, knowingly placed them in Anglesea's SEC filings, and directed the Puppet Officer and Director to sign the filings. In the alternative, Dreslin acted through or by means of Anglesea to make the Control Person Misstatements and Omissions in the Anglesea False Statement Documents.

154. Michael Toups made the Control Person Misstatements and Omissions in the Toups False Statement Documents. Michael Toups originally assisted in drafting the Control Person Misstatements and Omissions, reviewed and approved these filings containing the Control Person Misstatements and Omissions, and directed Leslie Toups to sign these filings. In the alternative, Michael Toups acted through or by means of Anglesea and Leslie Toups to make the Control Person Misstatements and Omissions in the Toups False Statement Documents.

155. Due to Dreslin's and Michael Toups' extensive involvement with and control over Anglesea, they knew, or were reckless in not knowing, the Control Person Misstatements and Omissions were false when they wrote them.

156. Dreslin and Michael Toups intended for the Control Person Misstatements and Omissions to be reused in every Anglesea SEC filing up until the time of the reverse merger in June 2014, and were aware that the Control Person Misstatements and Omissions were used in Anglesea's filings.

157. Leslie Toups made the Control Person Misstatements and Omissions in the Toups False Statement Documents. Leslie Toups knew, or was reckless in not knowing, that those statements were false because she did not read or ask any questions about the documents that she was signing.

Misrepresentations and Omissions in the June Form 8-K and the Merger Agreement

158. The Merger Agreement included with the June Form 8-K contained material misstatements.

159. The Merger Agreement represented to Company A that there were no material misstatements or omissions in Anglesea's SEC filings. Specifically, the Merger Agreement stated: "none of the [Company A] SEC Documents (including any and all consolidated financial statements included therein) as of such date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading."

160. The statement in the Merger Agreement in the above paragraph was false. As described in detail in this Complaint, Anglesea's Forms 10-Q, Forms 10-K, and Forms S-1 all contained material misstatements or omissions, including, but not limited to, the Business and Operations Misstatements and the Control Person Misstatements and Omissions.

161. The statement in the Merger Agreement was material because any reasonable investor, and in particular, Company A, a purchaser acquiring and cancelling over 98% of Anglesea's issued securities, would have considered it important to know and to have significantly altered the total mix of information if the company in which they were purchasing securities had been systematically misrepresenting essential facts concerning its business, control persons, and shareholders.

162. Dreslin, Michael Toups, and Leslie Toups made the misrepresentations in the Merger Agreement in connection with the offer and sale of Anglesea securities to Company A, so that the reverse merger would close, which was the final step in Shell Scheme Blueprint.

163. Dreslin and Michael Toups made the misstatements in the Merger Agreement.

Dreslin assisted in drafting the Merger Agreement, approved it, and coordinated obtaining signatures for it. Michael Toups reviewed and approved the Merger Agreement and directed Leslie Toups to sign it. In the alternative, Dreslin acted through or by means of Anglesea, and Michael Toups acted through or by means of Anglesea and Leslie Toups, to make the misstatements in the Merger Agreement. Leslie Toups signed and, therefore, made the misstatements in the Merger Agreement.

164. Due to Dreslin's and Michael Toups' extensive involvement with and control over Anglesea, they knew, or were reckless in not knowing, the misrepresentations in the Merger Agreement were false when they made them. Leslie Toups knew, or was reckless in not knowing, the misrepresentations in the Merger Agreement were false when she made them because she failed to read the Merger Agreement or assess the truth of the statements contained in it.

165. The June Form 8-K contained material misstatements regarding the departure of the Puppet Officer and Director. Specifically, Item 5.02 of the June Form 8-K stated: "[The Puppet Officer and Director] was removed from his position on the board of directors and Ms. Leslie Toups resigned as members of the board of directors. There were no disagreements between [the Puppet Officer and Director] or Ms. Toups and [Anglesea] or any officer or director of [Anglesea]."

166. This statement was false because there had been a significant disagreement between the Puppet Officer and Director, Anglesea, and Leslie Toups. Specifically, the Puppet Officer and Director, after growing suspicious of Dreslin, refused to continue to sign Anglesea documents and, as a result, was removed from his positions in a coordinated effort by Dreslin, Michael Toups, and Leslie Toups.

167. Item 5.02 of the June Form 8-K was material because any reasonable investor would have considered it important to know and to have significantly altered the total mix of information if a key corporate officer and director was removed because of significant disagreements with the company in which they were purchasing securities. If the disclosure in Item 5.02 had been truthful, then the purchaser could have inquired with the Puppet Officer and Director about the circumstances surrounding his departure, and the purchaser would likely have discovered that Anglesea had been systematically misrepresenting its business, control persons, and shareholders.

168. Due to Dreslin's and Michael Toups' extensive involvement with and control over Anglesea, they knew, or were reckless in not knowing, the misrepresentations in Item 5.02 of the June Form 8-K were false when they made them.

169. Dreslin assisted in drafting and approved the June Form 8-K, knowing it would include the Merger Agreement. Michael Toups reviewed and approved the June Form 8-K, knowing it would include the Merger Agreement. Leslie Toups signed the Merger Agreement and knew, or was reckless in not knowing, that it would be filed with the Form 8-K. Dreslin, Michael Toups, and Leslie Toups therefore directly made the misstatements in the June Form 8-K or, in the alternative, Dreslin acted through or by means of Anglesea and Michael Toups acted through or by means of Anglesea and Leslie Toups to make the misstatements in the June Form 8-K.

170. Dreslin also acted negligently with respect to the Business and Operations Misstatements, the Control Person Misstatements and Omissions, and the material misstatements in the Merger Agreement and June Form 8-K, because no reasonable person, including a reasonable officer or director, would make such false statements of material fact or fail to state

such material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

L. Defendants Engaged in a Scheme to Defraud

171. Defendants engaged in a fraudulent “shell factory” scheme from 2011 to 2014 to create Anglesea, turn it into a public company that had virtually no assets, no operations, and no legitimate purpose, and to sell Anglesea as an empty shell company in a reverse merger for profit.

172. Dreslin’s, Michael Toups’, and Leslie Toups’ actions in the fraudulent scheme made of them each a person participating in a penny stock offering because they engaged in activities with an issuer, Anglesea, for the purpose of issuing, trading, or attempting to induce the purchase of Anglesea, which was a penny stock.

173. As detailed above, Dreslin and Michael Toups committed numerous acts in furtherance of this scheme. Among other things, Dreslin and Michael Toups: (1) drafted the Shell Scheme Blueprint; (2) engaged in a sham private offering and recruited family and friends to be Straw Shareholders of Anglesea, for which they maintained control of the shares; (3) directed a law firm to file a registration statement that contained materially false and misleading statements and omissions on SEC Form S-1, and several amendments, to register a portion of Anglesea’s shares so that they could be freely traded; (4) drafted, reviewed and/or approved for filing numerous SEC filings with materially false and misleading statements and omissions over a several year period; (5) directed Anglesea’s law firm to file SEC filings with materially false and misleading statements and omissions; (6) worked with a market maker to prepare and submit documents to FINRA that contained and/or incorporated materially false and misleading statements and omissions; (7) directed an attorney to prepare a false attorney opinion

letter that was submitted to FINRA stating that Anglesea was not a shell company; (8) coordinated the removal of the Puppet Officer and Director to facilitate the reverse merger; and (9) directed Anglesea's attorneys to prepare numerous internal corporate documents for Anglesea to effect the removal of the Puppet Officer and Director.

174. As detailed above, Dreslin committed numerous additional acts in furtherance of this scheme. Among other things, Dreslin: (1) incorporated Anglesea as a private company; (2) recruited a tax client, Investor A, to be the main investor in Anglesea; (3) recruited a tax client to serve as the Puppet Officer and Director; (4) opened a bank account in Anglesea's name for which only he had signing authority; (5) prepared backdated internal corporate documents for Anglesea to make it appear that Leslie Toups and the Puppet Officer and Director had created Anglesea and had authorized the private offering of Anglesea stock in or around June 2011; (6) entered into a consulting agreement with Anglesea so he could act on behalf of Anglesea; (7) directed the actions of the Puppet Officer and Director, telling him what to sign and when to sign, and continued to do so until May 2014; (8) had the Puppet Officer and Director sign management representation letters up until May 2014 that were materially false and misleading and coordinated delivery of the letters to Anglesea's auditor; (9) convinced Investor A to sign the LOI, which contained materially false and misleading statements, and obtained his signature on the LOI; (10) directed the preparation of the false and misleading merger documents including the Merger Agreement and the June Form 8-K; and (11) sold Anglesea shares he acquired as part of the scheme for profit following the completion of the reverse merger.

175. As detailed above, Michael Toups committed numerous additional acts in furtherance of this scheme. Among other things, Michael Toups: (1) recruited his wife, Leslie Toups, to be the majority shareholder of Anglesea, which allowed him to maintain control of the

company; (2) recruited Leslie Toups to be a director of Anglesea; (3) directed the actions of Leslie Toups as a director and majority shareholder throughout the entire scheme, from 2011 to 2014, telling her what to sign and when to sign, including SEC filings, the internal Anglesea documents removing the Puppet Officer and Director, the LOI, and the Merger Agreement; and (4) directed Leslie Toups to distribute the funds to which she was legally entitled to Dreslin for his service as one of the scheme's primary architects.

176. As detailed above, Leslie Toups committed numerous acts in furtherance of this scheme. Among other things, Leslie Toups: (1) agreed to be the majority shareholder of Anglesea; (2) served as a director of Anglesea; (3) signed numerous Anglesea SEC filings containing materially false and misleading statements and omissions without reading or understanding them; (4) signed numerous internal Anglesea documents without reading or understanding them, including backdated internal corporate documents to make it appear that she founded Anglesea and authorized the private offering, and documents to remove the Puppet Officer and Director from his Anglesea positions; and (5) stepped in to replace the Puppet Officer and Director and sign documents necessary to allow the reverse merger — and the scheme — to be completed.

177. Dreslin, Michael Toups, and Leslie Toups knew, or were reckless in not knowing, that their actions in the scheme misled and defrauded the SEC, FINRA, investors, Anglesea's auditors, and others.

178. Dreslin, Michael Toups, and Leslie Toups also acted negligently by engaging in the scheme detailed in this Complaint, including by making the false and misleading statements and omissions, because no reasonable person, including a reasonable officer or director, would have engaged in transactions, practices, or courses of business that operated or would operate as

a fraud or deceit upon the purchaser of Anglesea's securities, as Defendants did by perpetrating their scheme.

M. Dreslin and Michael Toups Acted Through and by Means of Others to Violate the Securities Laws in Violation of Section 20(b) (Alternatively)

179. During the course of the Anglesea scheme, from 2011 through 2014, Dreslin and Michael Toups at all times acted directly, but also acted through or by means of others in violation of Section 20(b) of the Exchange Act.

180. As discussed above, based on his role in drafting and/or approving the content of the Anglesea False Statement Documents, the June Form 8-K, and the Merger Agreement, Dreslin directly violated Section 10(b) of the Exchange Act and Rule 10b-5(b) by making dozens of materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

181. Alternatively, based on the same evidence, Dreslin violated Section 10(b) of the Exchange Act and Rule 10b-5(b) by acting through or by means of Anglesea to make and disseminate the materially false and misleading statements and omissions of material facts that he placed and approved in the Anglesea False Statement Documents, the June Form 8-K, and the Merger Agreement, as prohibited by Section 20(b).

182. As discussed above, based on his role in approving the content of and directing Leslie Toups' signature on the Toups False Statement Documents and the Merger Agreement; and, based on his role in approving the content of the June Form 8-K which included the Merger Agreement as an exhibit, Michael Toups directly violated Section 10(b) of the Exchange Act and Rule 10b-5(b) by making materially false and misleading statements and omissions of material facts.

183. Alternatively, based on the same evidence, Michael Toups violated Section 10(b)

of the Exchange Act and Rule 10b-5(b) by acting through or by means of Anglesea and Leslie Toups to make and disseminate the materially false and misleading statements and omissions of material facts that he approved in the Toups False Statement Documents, the Merger Agreement, and June Form 8-K, as prohibited by Section 20(b).

184. As discussed above, Michael Toups violated Section 10(b) and Rules 10b-5(a) and (c) by participating in the fraudulent shell factory scheme involving Anglesea from 2011 through 2014. In the alternative, Michael Toups also violated Section 10(b) and Rules 10b-5(a) and (c) by acting through or by means of Anglesea and Leslie Toups to conduct the fraudulent shell factory scheme. In furtherance of the scheme, Michael Toups acted through Anglesea by using Anglesea to sell Anglesea securities in the sham private placement, mislead FINRA in the Form 211 application process, remove the Puppet Officer and Director as an Anglesea officer and director, and execute the Merger Agreement. Michael Toups additionally acted through Leslie Toups to execute critical parts of the scheme by having her serve as Anglesea's puppet majority shareholder up until the reverse merger, enabling him to maintain control of the majority of Anglesea's shares; having her agree to sell the shares in a reverse merger in the LOI with Company A; having her sign documents to remove the Puppet Officer and Director to remove a critical impediment to the completion of the reverse merger; and having her assume the position of "executive director" of Anglesea for the purpose of signing the Merger Agreement and completing the scheme.

N. Defendants Aided and Abetted Anglesea's Reporting Violations

185. Section 13(a) of the Exchange Act and Rules 13a-1, 13a-11, and 13a-13 thereunder require issuers like Anglesea to file reports with the SEC containing such information as the SEC's rules prescribe. Further, Rule 12b-20 requires that an issuer's statement or report

contain such further material information as may be necessary to make the required statements, in light of the circumstances under which they were made, not misleading.

186. Anglesea violated Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, 13a-11, and 13a-13 by filing false and misleading reports. Specifically, as detailed in this Complaint, Anglesea's Forms 10-Q filed on or about August 14, 2013, February 14, 2014, and May 20, 2014; Forms 10-K and 10-K/A filed on or about December 27, 2013 and January 30, 2014; and June Form 8-K (collectively, the "Anglesea Section 13(a) Documents") contained numerous materially false and misleading statements and omissions regarding Anglesea's business, operations, control persons, officer, and directors.

187. Dreslin aided and abetted Anglesea's violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, 13a-11, and 13a-13 related to the Anglesea Section 13(a) Documents. Dreslin knowingly or recklessly provided substantial assistance to Anglesea by, among other things, drafting or assisting in drafting the documents, coordinating the signatures for the filings, approving the filings, and directing that they be filed with the SEC.

188. Michael Toups aided and abetted Anglesea's violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-11 related to Anglesea's January Form 10-K/A and June Form 8-K. Michael Toups knowingly or recklessly provided substantial assistance to Anglesea by, among other things, reviewing and approving the filings and directing Leslie Toups to sign the January Form 10-K/A and the Merger Agreement, which was filed as an exhibit to the June Form 8-K.

189. Leslie Toups aided and abetted Anglesea's violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-11 related to Anglesea's January Form 10-K/A and June Form 8-K. Leslie Toups knowingly or recklessly provided substantial assistance by,

among other things, signing the January Form 10-K/A and Merger Agreement when she either knew, or was reckless in not knowing, that they would be filed with the SEC and that they contained materially false and misleading statements and omissions.

O. Anglesea: Leslie Toups' Failure to File Required Ownership Statements

190. On or about January 24, 2013, Anglesea filed a Form 8-A12G with the SEC, which immediately caused its class of securities previously registered under the Securities Act to also be registered under the Exchange Act.

191. In connection with that filing, as an officer and director of Anglesea, Leslie Toups was required to file a Form 3. She did not file a Form 3, nor did she file a Form 5 annual report, which was required to be filed within forty-five days of the end of Anglesea's fiscal year that ended on September 30, 2013.

192. Leslie Toups also failed to file a Form 4 to report the transaction where she disposed of her Anglesea stock in connection with the reverse merger. That Form 4 was due no later than June 18, 2014 — two days after the Merger Agreement was signed, which resulted in the cancellation of substantially all of her Anglesea stock.

FIRST CLAIM FOR RELIEF

**Scheme to Defraud in the Offer or Sale of Securities
Violations of Section 17(a)(1) and (3) of the Securities Act
(Dreslin, Michael Toups, Leslie Toups)**

193. The SEC realleges and incorporates by reference the factual allegations above.

194. Defendants each engaged in a fraudulent “shell factory” scheme to defraud the SEC and investors by, from 2011 to 2014, creating Anglesea, turning it into a public company that had virtually no assets, no operations, and no legitimate purpose, and ultimately selling Anglesea as an empty shell company in a reverse merger for profit. Defendants engaged in

numerous deceptive acts to conceal the fact that Anglesea was a shell company controlled by Dreslin and Michael Toups and to maintain Anglesea's false appearance to Anglesea's auditor, market maker, the public markets, regulators and investors, including by using puppet officers and directors, engaging in a sham private placement with the Straw Shareholders, and removing the Puppet Officer and Director to eliminate an obstruction to accomplishing the reverse merger.

195. Defendants, by engaging in the conduct described above, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or by use of the mails: (a) with scienter, employed devices, schemes, or artifices to defraud; and (b) engaged in transactions, practices, or courses of business that operated or would operate as a fraud or deceit upon the purchaser of such securities.

196. By engaging in the conduct described above, Defendants violated, and unless restrained and enjoined, will continue to violate, Sections 17(a)(1) and (3) of the Securities Act [15 U.S.C. §§ 77q(a)(1) & (3)].

SECOND CLAIM FOR RELIEF

Fraud in the Offer or Sale of Securities Violations of Section 17(a)(2) of the Securities Act (Dreslin)

197. The SEC realleges and incorporates by reference the factual allegations above.

198. Dreslin obtained money by means of untrue statements of material facts and by omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading in the Anglesea False Statement Documents, the June Form 8-K, and the Merger Agreement. Dreslin made the materially false and misleading statements and omissions to investors and prospective investors, as well as to regulators and others, regarding, among other things, Anglesea's business, operations, control

persons, officer, and directors.

199. Dreslin, by engaging in the conduct described above, directly or indirectly, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce or by use of the mails, obtained money or property by means of untrue statements of a material fact or by omitting 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.

200. By engaging in the conduct described above, Dreslin violated, and unless restrained and enjoined, will continue to violate, Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

THIRD CLAIM FOR RELIEF

Scheme to Defraud in Connection with the Purchase or Sale of Securities Violations of Section 10(b) of the Exchange Act and Rules 10b-5(a) and (c) (Dreslin, Michael Toups, Leslie Toups)

201. The SEC realleges and incorporates by reference the factual allegations above.

202. Defendants each engaged in a fraudulent “shell factory” scheme to defraud the SEC and investors by, from 2011 to 2014, creating Anglesea, turning it into a public company that had virtually no assets, no operations, and no legitimate purpose, and ultimately selling Anglesea as an empty shell company in a reverse merger for profit. Defendants engaged in numerous deceptive acts to conceal the fact that Anglesea was a shell company controlled by Dreslin and Michael Toups and to maintain Anglesea’s false appearance to Anglesea’s auditor, market maker, the public markets, regulators and investors, including by using puppet officers and directors, engaging in a sham private placement with the Straw Shareholders, and removing the Puppet Officer and Director to eliminate an obstruction to accomplishing the reverse merger.

203. Defendants, by engaging in the conduct described above, directly or indirectly, in

connection with the purchase or sale of a security, by the use of means or instrumentalities of interstate commerce, of the mails, or of the facilities of a national securities exchange, with scienter: (a) employed devices, schemes, or artifices to defraud; and (b) engaged in acts, practices or courses of business which operated or would operate as a fraud or deceit upon other persons.

204. By engaging in the conduct described above, Defendants violated, and unless restrained and enjoined, will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5(a) & (c)].

FOURTH CLAIM FOR RELIEF

**Fraud in Connection with the Purchase or Sale of Securities
Violations of Section 10(b) of the Exchange Act and Rule 10b-5(b)
(Dreslin, Michael Toups, Leslie Toups)**

205. The SEC realleges and incorporates by reference the factual allegations above.

206. Defendants made materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading to investors and prospective investors, as well as to regulators and others, regarding, among other things, Anglesea's business, operations, control persons, officer, and directors.

207. Dreslin made these materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading to investors and prospective investors, in the Anglesea False Statement Documents, the June Form 8-K, and the Merger Agreement.

208. Michael Toups and Leslie Toups made these materially false and misleading statements and omissions of material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading to investors and prospective investors, in

the Toups False Statement Documents, the June Form 8-K, and the Merger Agreement.

209. Defendants, by engaging in the conduct described above, directly or indirectly, in connection with the purchase or sale of a security, by the use of means or instrumentalities of interstate commerce, of the mails, or of the facilities of a national securities exchange, with scienter, made untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

210. By engaging in the conduct described above, Defendants violated, and unless restrained and enjoined, will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(b) thereunder [17 C.F.R. § 240.10b-5(b)].

FIFTH CLAIM FOR RELIEF

Violation of Section 20(b) of the Exchange Act (Dreslin and Michael Toups, alternatively)

211. The SEC realleges and incorporates by reference the factual allegations above.

212. By engaging in the conduct described above, Dreslin, directly or indirectly, violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(b) thereunder [17 C.F.R. § 240.10b-5].

213. Alternatively, Dreslin violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(b) thereunder [17 C.F.R. § 240.10b-5] by acting through or by means of Anglesea to make and disseminate false and misleading statements in the Anglesea False Statement Documents, the June Form 8-K, and the Merger Agreement, as prohibited by Section 20(b) of the Exchange Act [15 U.S.C. § 78t(b)].

214. By engaging in the conduct described above, Michael Toups, directly or indirectly, violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(b)

thereunder [17 C.F.R. § 240.10b-5].

215. Alternatively, Michael Toups violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5(b) thereunder [17 C.F.R. § 240.10b-5] by acting through or by means of Anglesea and Leslie Toups to make and disseminate false and misleading statements in the Toups False Statement Documents, the June Form 8-K, and the Merger Agreement, as prohibited by Section 20(b) of the Exchange Act [15 U.S.C. § 78t(b)].

216. By engaging in the conduct described above, Michael Toups, directly or indirectly, violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5] by engaging in a fraudulent shell company scheme.

217. Alternatively, Michael Toups violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rules 10b-5(a) and (c) thereunder [17 C.F.R. § 240.10b-5] by acting through or by means of Anglesea and Leslie Toups to conduct actions necessary to complete the shell factory scheme, as prohibited by Section 20(b) of the Exchange Act [15 U.S.C. § 78t(b)].

218. By engaging in the conduct described above, defendants Dreslin and Michael Toups violated and, unless enjoined, are reasonably likely to continue to violate of Section 20(b) of the Exchange Act [15 U.S.C. § 78t(b)].

SIXTH CLAIM FOR RELIEF

Aiding and Abetting Violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, 13a-11, and 13a-13 (Dreslin, Michael Toups, Leslie Toups, except Rule 13a-13 Dreslin only)

219. The SEC realleges and incorporates by reference the factual allegations above.

220. Section 13(a) of the Exchange Act requires issuers of securities registered under Section 12 of the Exchange Act to file reports in conformity with the SEC's rules and regulations. Rules 13a-1, 13a-11, and 13a-13 of the Exchange Act require the filing of accurate

annual reports, current reports, and quarterly reports, respectively. Rule 12b-20 of the Exchange Act requires an issuer to include in its reports material information as may be necessary to make the required statements, in light of the circumstances in which they are made, not misleading.

221. The Anglesea Section 13(a) Documents contained numerous materially false and misleading statements and omissions regarding Anglesea's business, operations, control persons, officer, and directors.

222. By engaging in this conduct, Anglesea, whose securities were registered pursuant to Section 12(b) of the Exchange Act, failed to file annual, quarterly, and current reports (on Forms 10-K, 10-Q, and 8-K) with the SEC that were true and correct, and failed to include material information in its required statements and reports as was necessary to make the statements made, in light of the circumstances under which they were made, not misleading. Accordingly, Anglesea violated Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, 13a-11, and 13a-13 thereunder in connection with the Anglesea Section 13(a) Documents.

223. Dreslin knowingly or recklessly provided substantial assistance to Anglesea's violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-11 related to the Anglesea Section 13(a) Documents by, among other things, reviewing, approving, signing, and/or directing the filing of Anglesea's filings.

224. Michael Touns and Leslie Touns knowingly or recklessly provided substantial assistance to Anglesea's violations of Section 13(a) of the Exchange Act and Rules 12b-20, 13a-1, and 13a-11 related to Anglesea's January Form 10-K/A and June Form 8-K by, among other things, reviewing, approving, signing, and/or directing the filing of Anglesea's filings.

225. By engaging in the conduct described above, Defendants aided and abetted, and unless enjoined are reasonably likely to continue to aid and abet, Anglesea's filing of reports

with the SEC containing material misstatements and omissions, in violation of Section 13(a) of the Exchange Act [15 U.S.C. § 78m(a)] and Rules 12b-20, 13a-1, and 13a-11 thereunder [17 C.F.R. §§ 240.12b-20, 240.13a-1, & 240.13a-11], and Dreslin additionally aided and abetted, and unless enjoined is reasonably likely to continue to aid and abet, Anglesea's violation of Rule 13a-13 of the Exchange Act [17 C.F.R. § 240.13a-13] pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)].

SEVENTH CLAIM FOR RELIEF

Misrepresentations and Misconduct in Connection With the Preparation of Required Reports Aiding and Abetting Violations of Rule 13b2-2 of the Exchange Act (Dreslin)

226. The SEC realleges and incorporates by reference the factual allegations above.

227. The Puppet Officer and Director violated Rule 13b2-2 of the Exchange Act because he made or caused to be made materially false or misleading statements, or omitted to state, or caused another person to omit to state, material facts necessary in order to make statements made, in light of the circumstances under which such statements were made, not misleading, to an accountant in connection with (i) an audit, review or examination of the financial statements of Anglesea required to be made pursuant to SEC rules, or (ii) the preparation or filing of documents or reports required to be filed with the SEC.

228. Specifically, the Puppet Officer and Director signed materially misleading management representation letters in or around August 2013, December 2013, February 2014, and May 2014, which were sent to Anglesea's auditor and upon which Anglesea's auditor relied when, among other things, conducting reviews and audits of financial statements required pursuant to SEC rules and when preparing documents required to be filed with the SEC.

229. Dreslin, by knowingly drafting the management representation letters with

materially false or misleading statements, directing the Puppet Officer and Director to sign the management representation letters, and providing the auditor with the signed management representation letters, knowingly or recklessly provided substantial assistance to the Puppet Officer and Director's violations of Rule 13b2-2 of the Exchange Act.

230. By engaging in the conduct described above Dreslin aided and abetted and, unless enjoined, is reasonably likely to continue to aid and abet, violations of Rule 13b2-2 under the Exchange Act [17 C.F.R. § 240.13b2-2] pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)].

EIGHTH CLAIM FOR RELIEF

Violation of Section 16(a) of the Exchange Act and Rule 16a-3 (Leslie Toups)

231. The SEC realleges and incorporates by reference the factual allegations above.

232. Section 16(a) of the Exchange Act and Rule 16a-3 thereunder require any person who is the beneficial owner of more than 10 percent of any class of any equity security (other than an exempted security), which is registered pursuant to Section 12 of the Exchange Act, or is a director or an officer of an issuer of such security, to file with the SEC Form 3 providing an initial statement of beneficial ownership and Forms 4 and 5 providing statements of changes of beneficial ownership.

233. In or about June 2014, Leslie Toups failed to file Form 4 as required by Section 16(a) of the Exchange Act and Rule 16a-3.

234. By engaging in the conduct described above, Leslie Toups violated, and unless restrained and enjoined, will continue to violate Section 16(a) of the Exchange Act [15 U.S.C. § 78p(a)] and Rule 16a-3 [17 C.F.R. § 240.16a-3].

RELIEF REQUESTED

WHEREFORE, the SEC respectfully requests the Court:

I. Finding Violations

Find that each Defendant committed the violations alleged in this Complaint.

II. Permanent Injunction

Issue a permanent injunction restraining and enjoining Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating the federal securities laws alleged in this Complaint.

III. Disgorgement

Order Dreslin to disgorge all ill-gotten gains, including prejudgment interest, resulting from the conduct alleged in this Complaint.

IV. Penalties

Order each of the Defendants to pay an appropriate civil monetary penalty pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], in an amount to be determined by the Court, plus post-judgment interest.

V. Penny Stock Bar

Issue an Order barring Defendants from participating in an offering of penny stock pursuant to Section 21(d)(6) of the Exchange Act [15 U.S.C. § 78u(d)(6)] and Section 20(g) of the Securities Act [15 U.S.C. § 77t(g)].

VI. Officer and Director Bar

Issue an Order prohibiting Defendants from serving as officers or directors of a public company pursuant to Section 20(e) of the Securities Act [15 U.S.C. § 77t(e)] and Section

21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(6)].

VII. Further Relief

Grant such other and further relief as the Court may determine to be just and necessary.

JURY DEMAND

The SEC demands a trial by jury on all matters so triable.

Dated: December 3, 2018

Respectfully Submitted,

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