

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

CASE NO.:

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

**THUNDERBIRD POWER CORP.,
RICHARD HINDS, ANTHONY GOLDSTEIN,
and JOHN ALEXANDER VAN AREM,**

Defendants.

COMPLAINT

Plaintiff Securities and Exchange Commission alleges as follows:

I. INTRODUCTION

1. From no later than August 2016 through at least October 2018, Defendants Thunderbird Power Corp., Richard Hinds, Anthony Goldstein, and John Alexander “Lex” van Arem defrauded at least 60 investors out of more than \$1.9 million in the unregistered offer and sale of Thunderbird stock. Favorably comparing Thunderbird shares to Amazon, Facebook and Google stock in their nascent stages in a YouTube video, Thunderbird, Hinds and Goldstein in that video and elsewhere misrepresented the technology Thunderbird was purportedly developing. Additionally, all the Defendants misappropriated investor funds.

2. Thunderbird (also “the Company”) is an Arizona company that claimed to be developing an energy-efficient wind turbine technology known as the PowerStack for use on power-producing wind farms. Hinds and Goldstein were officers in the Company, while van Arem was a consultant who helped set up, supervise, and pay a nationwide network of sales agents.

3. All four Defendants in various capacities were responsible for numerous false and misleading statements about the Company and its technology while offering and selling shares in the Company. Among other things, the Defendants made or contributed to material misrepresentations and omissions in press releases, marketing materials, offering documents, and the YouTube video about: (1) the status of the PowerStack's development and its purported validation by a nationally-known scientific development firm; and (2) use of investor proceeds. In addition, Hinds, van Arem, and Goldstein misappropriated more than 40 percent of investor funds raised to enrich themselves and pay sales agents.

4. Through their conduct, the Defendants violated Sections 5(a) and (c) and 17(a) of the Securities Act of 1933 ("Securities Act"), 15 U.S.C. §§ 77e(a) and (c) and § 77q(a), and Sections 10(b) and 15(a) of the Securities Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. §§ 78j(b) and 78o(a), and Exchange Act Rule 10b-5, 17 C.F.R. § 240.10b-5. The Commission seeks injunctions against future violations of the securities laws, officer-and-director and penny stock bars, disgorgement with prejudgment interest, and civil money penalties.

II. DEFENDANTS

5. Thunderbird is an Arizona corporation formed in 2015 with its principal place of business now in Queen Creek, Arizona. Thunderbird purports to be developing a "utility-grade wind turbine (the 'PowerStack Wind Turbine' or 'PowerStack') for use on wind farms." Neither Thunderbird nor any of its securities are registered with the Commission. At all relevant times, Thunderbird stock traded below \$5 a share and otherwise met the definition of a penny stock.

6. Hinds, age 67, is a resident of Queen Creek, Arizona. Hinds has served as Thunderbird's Chief Executive Officer since the Company's inception in 2015. He owns two companies unrelated to Thunderbird known as AZ Prep and Motivating Minds, which provide

software programs to schools according to Thunderbird's website. He has never been registered with the Commission in any capacity.

7. Goldstein is a resident of Ontario, Canada. He was Thunderbird's President during the relevant time period. Goldstein is not registered with the Commission in any capacity.

8. Van Arem, age 62, is a resident of Ontario, Canada. He served as a consultant to Thunderbird during the relevant time period and is not registered with the Commission in any capacity.

III. JURISDICTION AND VENUE

9. 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), and 77v(a); and Sections 21(d), 21(e), and 27 of the Exchange Act, 15 U.S.C. §§ 78u(d), 78u(e), and 78aa.

10. This Court has personal jurisdiction over the Defendants and venue is proper in the Southern District of Florida for the following reasons:

A. At least five of Thunderbird's national network of sales agents – whom Goldstein and van Arem retained, communicated with, and arranged to pay commissions on behalf of Thunderbird – were located in the Southern District of Florida (Fort Lauderdale, Pompano Beach, Deerfield Beach, and Vero Beach). Those agents solicited investors in Thunderbird via email and telephone from their South Florida locations.

B. The South Florida sales agents regularly communicated with Goldstein and van Arem by email from the Southern District of Florida regarding their retention and their efforts to pitch the Thunderbird investment. For example, the Pompano Beach sales agent exchanged emails with Goldstein and van Arem in February, April, and November 2017 and January 2018 regarding his efforts to sell Thunderbird. One of the Fort Lauderdale sales agents exchanged emails with

Goldstein and van Arem in the fall of 2016 about the details of how to offer and sell the Thunderbird investment, and then about establishing a sales call database. Other South Florida agents exchanged emails with Goldstein or van Arem in August 2016, January, March, April, and August 2017, and January and September 2018 regarding their retention by the Company and investors they solicited and persuaded to invest.

C. At least seven of the Thunderbird investors were from Florida, including three from the Southern District of Florida – Delray Beach, Palm Beach Gardens, and North Miami Beach. Goldstein signed subscription agreements for those South Florida investors and sent them welcome packages that included share certificates. Hinds was aware of the sales agents and investors in Florida and was copied on at least one email with sales agents.

11. The Defendants, directly and indirectly, made use of the means and instrumentalities of interstate commerce, and the mails, in connection with the acts, practices, and courses of business set forth in this Complaint.

IV. FACTS

A. Thunderbird's Offering

12. The scientist who developed the PowerStack technology (who was also an officer at Thunderbird) previously worked with Goldstein and van Arem at another company and introduced them to Hinds. Starting no later than July 2016, Hinds coordinated with Goldstein and van Arem to solicit investors and raise money from the sale of Thunderbird common stock.

13. Hinds, Goldstein, and van Arem consulted with one another in the summer and fall of 2016, often by email, to develop a private placement memorandum (“PPM”). The PPM described the PowerStack technology and detailed Thunderbird's efforts to raise millions of dollars by offering to sell restricted shares of common stock in the company at \$3 per share. The PPM

listed Hinds as the Company's Chief Executive Officer as well as a director, Goldstein as the Company's President and Chairman of the Board, and van Arem as a consultant.

14. According to the PPM, Thunderbird was only offering shares "not registered under the Securities Act of 1933" under Regulation D, Rule 506(c) to U.S. residents who were "accredited investors." Accredited investors are those who meet certain financial, income, or sophistication levels. Under Rule 506(c), to be exempt from registering the offering a company may only sell shares to accredited investors and must make reasonable efforts to ensure its investors are accredited.

15. As described in more detail below, the PPM contained material misrepresentations and omissions about Thunderbird's operations, including how the Company would use investor proceeds.

16. Along with developing the PPM, Goldstein and van Arem, with Hinds' knowledge, hired sales agents around the country to solicit investors. Goldstein on behalf of Thunderbird signed non-disclosure agreements with the sales agents, enabling them to offer Thunderbird stock to investors. In addition, Goldstein, van Arem, and the sales agents cold-called investors, told them about the investment opportunity in Thunderbird, and provided them with documents such as the PPM, a business plan, and a subscription agreement.

17. Interested investors signed and mailed their subscription agreements to the Company, and sent their money by wire or check to a Thunderbird bank account. The subscription agreements required investors to sign a form attesting that they were accredited, which included checking off boxes about their income, wealth, and assets among other information to show how they were accredited.

18. At least five investors did not indicate on their subscription agreements whether

they were accredited. The Defendants did nothing to verify whether any of the investors – even the five who did not fill out the forms – were actually accredited. Goldstein signed the subscription agreements on behalf of Thunderbird. Investors then received stock certificates for Thunderbird shares, signed by both Hinds as CEO and Goldstein as President.

19. Thunderbird used about one third of the investor funds it raised to pay commissions to van Arem, Goldstein and other sales agents. Goldstein, on behalf of Thunderbird, entered into agreements with the sales agents regarding payment of commissions and noted in an email that they comprised “a large network of brokers.” The commissions to van Arem were part of an agreement between him and Thunderbird, which Goldstein and Hinds knew about, in which van Arem was to receive 50 percent of all investor proceeds for his services.

20. By October 2018, Thunderbird had raised more than \$1.9 million from at least 60 investors through sales agents marketing Thunderbird stock to the public. Those marketing efforts included false statements about the company’s wind turbine technology and use of investor proceeds as described in more detail below.

B. Material Misrepresentations And Omissions

1. The Development Of Thunderbird’s Purported PowerStack Technology

21. Through press releases, the YouTube video, Thunderbird’s website, and other on-line resources, including Facebook and LinkedIn, Thunderbird, Hinds, and Goldstein misrepresented the development of the PowerStack Technology and its alleged validation by a multi-national scientific development firm. For example, in press releases dated November 29, 2017 and June 14, 2018, Thunderbird claimed that technology development company Siemens had “confirmed that the PowerStack extracts more kinetic energy from wind than any other wind turbine technology on the market.”

23. The 2018 press release went on to state that:

The tasks that Siemens have performed are considered analogous to physical wind tunnel testing and the results are considered solid. This confirms that the PowerStack Wind turbine is the most efficient and cost efficient wind turbine technology on the market and will produce electricity at a tiny fraction of the cost of any other method, renewable or fossil.

Thunderbird posted both press releases on its website, and the 2017 press release was reposted on Facebook. Furthermore, the Company included the statements about Siemens' work in emails to shareholders, some of whom later invested additional amounts.

24. The YouTube video, disseminated to prospective investors, contained similar claims about Siemens' work and the status of the PowerStack development, as well as other misleading statements.

25. The three-minute video starts out by stating pre-IPO (Initial Public Offering) investors in Google, Facebook and Amazon realized returns of 8,700, 15,000, and 68,000 percent, respectively, after the companies went public. The video emphasizes that "none of these opportunities were available to the general public until after their IPO" (emphasis in video). The video then compares those companies with Thunderbird by stating that "today, there is a limited time remaining to participate in a pre-IPO opportunity with virtually limitless potential" (emphasis in video). It goes on to describe the PowerStack technology as "a technological innovation that is turning industry heads . . . The PowerStack wind turbine can produce electricity for a tiny fraction of the cost of ANY other technology, fossil or renewable."

26. Similar to the press releases, the video falsely claims that "work recently performed on the PowerStack by multi-national giant Siemens has validated that the PowerStack is far and away the most efficient wind turbine technology in the world." Later, the narrator further alleges that the technology has been "confirmed by Siemens and prominent wind experts around the

world.” The video also describes the PowerStack as “easy to manufacture, ship and install and requires virtually no maintenance. Furthermore, it is easy to duplicate those manufacturing efforts on a global scale.”

27. Both the press releases and the YouTube video were blatantly false and misleading. First, both claim that Siemens had tested the wind turbine product and confirmed its efficiency and production ability. However, this was simply not true. Siemens only evaluated a conceptual model of the PowerStack, based on data provided by Thunderbird. Siemens’ work only involved a simulation with proprietary software – in other words data analysis.

28. Siemens did not test or evaluate any wind turbine in physical form and could not have because Thunderbird did not even begin to build an actual wind turbine until November 2018 at the earliest – well after the statements in the press releases and the YouTube video. In addition, at no time did Siemens ever compare the PowerStack with any other technology or design existing in the wind turbine industry.

29. Thunderbird and its officers in fact acknowledged that their public statements about Siemens’ work were false and misleading on the Company website in November 2018 (after investor solicitations ceased) when they wrote that the Company had only provided Siemens with data and was not making any claims about the PowerStack’s output or efficiency.

30. The statements in the YouTube video that the PowerStack wind turbine could “produce electricity for a tiny fraction of the cost of ANY other technology, fossil or renewable,” that it “is far and away the most efficient wind turbine technology in the world,” and that the PowerStack is “easy to manufacture, ship and install and requires virtually no maintenance” were likewise false. Without even a prototype wind turbine constructed and without any physical testing

on an actual product, there was no basis in fact for Thunderbird and its officers to make any claims about the operation, production cost, and efficiency of any wind turbine.

31. In their roles as CEO and President, Hinds and Goldstein, respectively, consulted with one another on the content of the press releases. Goldstein was quoted in the November 2017 release and Hinds was quoted in June 2018 release with Goldstein listed as the contact person. Furthermore, Goldstein sent email updates to existing shareholders containing information from the press releases, and they were posted on the Company website. Hinds, Goldstein, and van Arem all collaborated along with others on creating the YouTube video and reviewed copies of it at various points.

2. False Statements About Use Of Proceeds

32. Thunderbird, Hinds, and Goldstein made material misrepresentations and omissions regarding the use of investor funds in Thunderbird's offering documents, including in the Company's PPM. The PPM provided that the Company would use investor proceeds in the following manner:

Estimated Use of Net Proceeds	Amount	%
Development cycle: engineering, CFD, CAD designs, & building	\$800,000	16.04
Wind tunnel testing of model, generating power curves & development	\$900,000	18.05
Advanced marketing licensees	\$650,000	13.04
Management, consulting, and administration expenses including travel, lobbyists & grants	\$1,100,000	22.06
Legal expenses, including continued Patent globalization	\$1,036,000	20.78
Marketing loan	\$500,000	10.03
Total	\$4,986,000	100.00

Thunderbird also incorporated this breakdown in a business plan the Defendants distributed to

investors. Sales agents directed investors to the PPM and business plan via links.

33. However, bank records and other documents show Thunderbird did not use investor funds as the Defendants represented. Instead, among other things, they used the money to enrich Hinds and his companies AZ Prep and Motivating Minds, which were unrelated to Thunderbird. They also paid undisclosed commissions to van Arem, Goldstein, and sales agents.

34. Thunderbird and Hinds sent approximately \$280,000 to various accounts controlled by Hinds for AZ Prep and Motivating Minds. Furthermore, Thunderbird and Hinds sent about \$945,000 to van Arem, who used about \$570,000 of that money to pay commissions to himself, Goldstein, and sales agents. The Defendants did not disclose those uses of investor money and the commission agreements with van Arem to investors.

3. Misappropriation Of Investor Funds

35. Thunderbird, Hinds, Goldstein, and van Arem misappropriated investor funds. In total, Thunderbird received slightly more than \$1.9 million of investor funds into its bank accounts from August 2016 through October 2018. During that time, approximately \$280,000 of the amount Thunderbird received went to Hinds' educational companies AZ Prep and Motivating Minds. During the same time period, about \$570,000 went from the two Thunderbird bank accounts to van Arem, sales agents, and Goldstein as sales commissions. In total, Thunderbird, Hinds, Goldstein and van Arem misappropriated nearly \$850,000 of the money raised during the relevant time period. Hinds, Goldstein and van Arem were all authorized signers on Thunderbird's main bank account, while Hinds and Goldstein were authorized signers on the other Thunderbird bank account. Hinds often signed checks on behalf of Thunderbird, and van Arem initiated various wires from at least one Thunderbird account.

V. CLAIMS FOR RELIEF

COUNT I

Violations Of Sections 5(a) And 5(c) Of The Securities Act

(Against All Defendants)

36. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

37. No registration statement was filed or in effect with the Commission pursuant to the Securities Act with respect to the securities issued by Thunderbird as described in this Complaint, and no exemption from registration existed with respect to those securities.

38. From no later than August 2016 through at least October 2018, the Defendants, directly and indirectly:

- (a) made use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell securities, through the use or medium of a prospectus or otherwise;
- (b) carried or caused to be carried securities through the mails or in interstate commerce, by any means or instruments of transportation, for the purpose of sale or delivery after sale; or
- (c) made use of any means or instruments of transportation or communication in interstate commerce or of the mails to offer to sell or offer to buy through the use of medium of any prospectus or otherwise any security,

without a registration statement having been filed or being in effect with the Commission as to such securities.

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

COUNT II

Violations Of Section 17(a)(1) Of The Securities Act

(Against Thunderbird, Hinds, and Goldstein)

40. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

41. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, in the offer or sale of securities by use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, knowingly or severely recklessly employed devices, schemes, or artifices to defraud.

42. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 17(a)(1) of the Securities Act, 15 U.S.C. § 77q(a)(1).

COUNT III

Violations Of Section 17(a)(2) Of The Securities Act

(Against Thunderbird, Hinds, and Goldstein)

43. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

44. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, in the offer or sale of securities by use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, negligently obtained money or property by means of untrue statements of material facts or omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

45. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 17(a)(2) of the Securities Act, 15 U.S.C. § 77q(a)(2).

COUNT IV

Violations Of Section 17(a)(3) Of The Securities Act

(Against Thunderbird, Hinds, and Goldstein)

46. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

47. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, in the offer or sale of securities by use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, negligently engaged in transactions, practices, or courses of business which have operated, are now operating or will operate as a fraud or deceit upon the purchasers.

48. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 17(a)(3) of the Securities Act, 15 U.S.C. § 77q(a)(3).

COUNT V

Violations Of Section 10(b) And Rule 10b-5(a) Of The Exchange Act

(Against Thunderbird, Hinds, and Goldstein)

49. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

50. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, directly or indirectly, by the use of any means or instrumentality of interstate

commerce, or of the mails, knowingly or severely recklessly employed devices, schemes or artifices to defraud in connection with the purchase or sale of any security.

51. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(a), 17 C.F.R. § 240.10b-5(a).

COUNT VI

Violations Of Section 10(b) And Rule 10b-5(b) Of The Exchange Act

(Against Thunderbird, Hinds, and Goldstein)

52. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

53. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, knowingly or severely recklessly made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, in connection with the purchase or sale of any security.

54. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(b), 17 C.F.R. § 240.10b-5(b).

COUNT VII

Violations Of Section 10(b) And Rule 10b-5(c) Of The Exchange Act

(Against Thunderbird, Hinds, and Goldstein)

55. The Commission realleges and incorporates by reference Paragraphs 1 through 35

of this Complaint as if fully set forth herein.

56. From no later than August 2016 through at least October 2018, Thunderbird, Hinds, and Goldstein, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, knowingly or severely recklessly engaged in acts, practices, and courses of business which have operated, are now operating or will operate as a fraud upon any person in connection with the purchase or sale of any security.

57. By reason of the foregoing, Thunderbird, Hinds, and Goldstein violated, and unless enjoined, are reasonably likely to continue to violate, Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5(c), 17 C.F.R. § 240.10b-5(c).

COUNT VIII

Violations Of Section 15(a) Of The Exchange Act

(Against Thunderbird, Goldstein, and van Arem)

58. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

59. From no later than August 2016 through at least October 2018, Thunderbird, Goldstein, and van Arem, directly or indirectly, by the use of the mails or the means or instrumentalities of interstate commerce, while acting as broker-dealers, effected transactions in, or induced or attempted to induce the purchase or sale of securities, while they were not registered with the Commission as brokers or dealers or when they were not associated with an entity registered with the Commission as a broker-dealer.

60. By reason of the foregoing, Thunderbird, Goldstein, and van Arem, directly or indirectly violated, and, unless enjoined, are reasonably likely to continue to violate, Section 15(a)(1) of the Exchange Act, 15 U.S.C. § 78o(a)(1).

COUNT IX

**Aiding And Abetting Thunderbird's Violations
Of Section 17(a)(1) Of The Securities Act**

(Against van Arem)

61. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

62. From no later than August 2016 through at least October 2018, Thunderbird, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, employed devices, schemes, or artifices to defraud in violation of Section 17(a)(1) of the Securities Act.

63. Van Arem knowingly or recklessly substantially assisted Thunderbird's violations of Section 17(a)(1) of the Securities Act.

64. By reason of the foregoing, van Arem, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to aid and abet violations of, Section 17(a)(1) of the Securities Act, 15 U.S.C. § 77q(a)(1).

COUNT X

**Aiding And Abetting Thunderbird's Violations
Of Section 17(a)(3) Of The Securities Act**

(Against van Arem)

65. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

66. From no later than August 2016 through at least October 2018, Thunderbird, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, engaged in transactions, practices, or courses of business which have operated, are now

operating or will operate as a fraud or deceit upon the purchasers, in violation of Section 17(a)(3) of the Securities Act.

67. Van Arem knowingly or recklessly substantially assisted Thunderbird's violations of Section 17(a)(3) of the Securities Act.

68. By reason of the foregoing, van Arem, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to aid and abet violations of, Section 17(a)(3) of the Securities Act, 15 U.S.C. § 77q(a)(3).

COUNT XI

Aiding And Abetting Thunderbird's Violations Of Section 10(b) And Rule 10b-5(a) Of The Exchange Act

(Against van Arem)

69. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

70. From no later than August 2016 through at least October 2018, Thunderbird, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, employed devices, schemes, or artifices to defraud in connection with the purchase or sale of securities, in violation of Section 10(b) and Rule 10b-5(a) of the Exchange Act.

71. Van Arem knowingly or recklessly substantially assisted Thunderbird's violations of Section 10(b) and Rule 10b-5(a) of the Exchange Act.

72. By reason of the foregoing, van Arem, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to aid and abet violations of, Section 10(b) and Rule 10b-5(a) of the Exchange Act, 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5(a).

COUNT XII

**Aiding And Abetting Thunderbird's Violations Of Section 10(b)
And Rule 10b-5(c) Of The Exchange Act**

(Against van Arem)

73. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

74. From no later than August 2016 through at least October 2018, Thunderbird, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails, engaged in acts, practices, and courses of business which have operated, or are now operating and will operate, as a fraud upon the purchasers of securities, in violation of Section 10(b) of the Exchange Act and Exchange Act Rule 10b-5(c).

75. Van Arem knowingly or recklessly substantially assisted Thunderbird's violations of Section 10(b) and Rule 10b-5(c) of the Exchange Act.

76. By reason of the foregoing, van Arem, directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to aid and abet violations of, Section 10(b) and Rule 10b-5(c) of the Exchange Act, 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5(c).

COUNT XIII

Aiding And Abetting Thunderbird's Violations Of Section 15(a) Of The Exchange Act

(Against Hinds)

77. The Commission realleges and incorporates by reference Paragraphs 1 through 35 of this Complaint as if fully set forth herein.

78. From no later than August 2016 through at least October 2018, Thunderbird, directly or indirectly, by the use of the mails or the means or instrumentalities of interstate commerce, while acting as a broker-dealer, effected transactions in, or induced or attempted to

induce the purchase or sale of securities, while not registered with the Commission as a broker or dealer or when it was not associated with an entity registered with the Commission as a broker-dealer in violation of Section 15(a)(1) of the Exchange Act, 15 U.S.C. § 78o(a)(1).

79. Hinds knowingly or recklessly substantially assisted Thunderbird's violations of Section 15(a)(1) of the Exchange Act.

80. By reason of the foregoing, Hinds directly or indirectly violated, and, unless enjoined, is reasonably likely to continue to aid and abet violations of, Section 15(a)(1) of the Exchange Act, 15 U.S.C. § 78o(a)(1).

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests the Court find that the Defendants committed the violations of the federal securities laws alleged in this Complaint and:

A. Permanent Injunction

Issue Permanent Injunctions, enjoining the Defendants, their agents, servants, employees, attorneys, and representatives, and all persons in active concert or participation with them, and each of them, from violating the provisions of the securities laws as alleged against each Defendant in this Complaint.

B. Disgorgement and Prejudgment Interest

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

C. Civil Penalties

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

D. Officer And Director Bar

Issue an Order barring Hinds and Goldstein from serving as an officer or director of any public company pursuant to Section 21(d) of the Exchange Act and Section 305(b)(5) of the Sarbanes-Oxley Act.

E. Penny Stock Bar

Issue an Order, pursuant to Section 21(d)(6) of the Exchange Act, 15 U.S.C. § 78u(d)(6), barring Hinds, Goldstein, and van Arem from participating in any future offering of a penny stock.

F. Further Relief

Granting such other and further relief as this Court may deem just and appropriate.

VII. RETENTION OF JURISDICTION

Further, the Commission respectfully requests that the Court retain jurisdiction over this action and over the Defendants in order to implement and carry out the terms of all orders and decrees that may hereby be entered, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

VIII. JURY TRIAL DEMAND

The Commission hereby demands a trial by jury on any and all issues in this action so triable.

Respectfully submitted,

July 14, 2020

Robert K. Levenson, Esq.
Senior Trial Counsel
Florida Bar No. 0089771
Direct Dial: (305) 982-6341
Email: levensonr@sec.gov
Attorney for Plaintiff
SECURITIES AND EXCHANGE COMMISSION
801 Brickell Avenue, Suite 1950
Miami, Florida 33131
Telephone: (305) 982-6300
Facsimile: (305) 536-4154