

UNITED STATES OF AMERICA
Before the
SECURITIES AND EXCHANGE COMMISSION

SECURITIES ACT OF 1933
Release No. 10082 / May 25, 2016

SECURITIES EXCHANGE ACT OF 1934
Release No. 77922 / May 25, 2016

INVESTMENT COMPANY ACT OF 1940
Release No. 32126 / May 25, 2016

ADMINISTRATIVE PROCEEDING
File No. 3-17260

In the Matter of

**AMERICAN REGISTRAR &
TRANSFER COMPANY and
CHRISTOPHER DAY,**

Respondents.

**ORDER INSTITUTING
ADMINISTRATIVE AND CEASE-AND-
DESIST PROCEEDINGS, PURSUANT
TO SECTION 8A OF THE SECURITIES
ACT OF 1933, SECTIONS 15(b), 17A
AND 21C OF THE SECURITIES
EXCHANGE ACT OF 1934, AND
SECTION 9(b) OF THE INVESTMENT
COMPANY ACT OF 1940, MAKING
FINDINGS, AND IMPOSING
REMEDIAL SANCTIONS AND A
CEASE-AND-DESIST ORDER**

I.

The Securities and Exchange Commission (“Commission”) deems it appropriate and in the public interest that public administrative and cease-and-desist proceedings be, and hereby are, instituted pursuant to Section 8A of the Securities Act of 1933 (“Securities Act”), Sections 15(b), 17A and 21C of the Securities Exchange Act of 1934 (“Exchange Act”), and Section 9(b) of the Investment Company Act of 1940 (“Investment Company Act”) against American Registrar & Transfer Co. (“Artco”) and Christopher Day (“Day”) (collectively, “Respondents”).

II.

In anticipation of the institution of these proceedings, Respondents have each submitted an Offer of Settlement (collectively, the “Offers”) which the Commission has determined to accept. Solely for the purpose of these proceedings and any other proceedings brought by or on behalf of the Commission, or to which the Commission is a party, and without admitting or denying the findings herein, except as to the Commission’s jurisdiction over them and the subject matter of these proceedings, which are admitted, and except as provided herein in Section V, Respondents consent to the entry of this Order Instituting Administrative and Cease-and-Desist Proceedings,

Pursuant to Section 8A of the Securities Act of 1933, Sections 15(b), 17A and 21C of the Securities Exchange Act of 1934, and Section 9(b) of the Investment Company Act of 1940, Making Findings, and Imposing Remedial Sanctions and a Cease-and-Desist Order (“Order”), as set forth below.

III.

On the basis of this Order and Respondents’ Offers, the Commission finds¹ that:

Summary

These proceedings concern fraudulent misrepresentations and registration violations that occurred in the sale of stock of one of Artco’s customers, a microcap company called RVPlus, Inc. (“RVPlus”). In September 2010, Day, an Artco principal, signed and filed a registration statement with the Commission for the re-sale of 4.38 million privately-issued RVPlus shares. In the registration statement, Day purported to be the CEO and majority share owner of RVPlus. The registration statement failed to disclose that someone else (the “Promoter”) actually controlled RVPlus and beneficially owned the shares in Day’s name and that Day had agreed to serve as RVPlus’s nominal president and CEO for a fixed fee of \$30,000.

In May 2012, Day assisted the Promoter in selling almost all of RVPlus’s shares to Cary Lee Peterson (“Peterson”), who then became RVPlus’s new CEO. On Artco’s behalf, Day then followed Peterson’s instructions to transfer at least 4 million of those shares to Peterson’s transferees in a way that disguised that Peterson had directed the transfers. Artco’s and Day’s actions enabled the unlawful re-sale of 496,000 of the shares to the public without registration.

Respondents

1. **Artco**, a Utah corporation, has been registered with the Commission as a transfer agent since March 2002. Since at least August 2010, Artco has served as RVPlus’s transfer agent.

2. **Day**, age 29, began working for Artco in 2006. In 2010, Day became vice president and minority owner of Artco. From March 2012 to the present, Day has owned one-third of Artco and served as its CEO, a director, and control person. From January 2010 until May 4, 2012, Day also nominally held the titles of CEO and president, among others, at RVPlus. Day is a resident of Salt Lake City, Utah. Day participated in an offering of RVPlus, which is a penny stock.

Other Relevant Entity

RVPlus is a publicly-traded Delaware corporation. From its inception on January 29, 2010 until July 19, 2013, RVPlus shares were quoted on OTC Link® ATS (“OTC Link”), an inter-dealer

¹ The findings herein are made pursuant to Respondents’ respective Offers of Settlement and are not binding on any other person or entity in this or any other proceeding.

quotation and trade messaging system operated by OTC Markets Group, Inc. (formerly known as the Pink Sheets). On July 19, 2013, the Commission issued an order suspending trading in RVPlus's securities due in part to material deficiencies in the company's financial statements. RVPlus's stock now trades on the grey market, an over-the-counter market for securities not listed, traded, or quoted on any U.S. stock exchange or the OTC markets. RVPlus stock qualifies as a "penny stock" because it does not (and did not during the relevant period) meet any of the exceptions from the definition as set forth in Section 3(a)(51) of the Exchange Act and Rule 3a51-1 thereunder.

Background

Day's Role at RVPlus

1. In January 2010, the Promoter, a Canadian citizen, arranged for RVPlus's incorporation in Delaware with the assistance of a small U.S. law firm (the "Law Firm"). RVPlus purportedly planned to manufacture products for recreational vehicles and establish a website to sell those products.

2. Day knew the Promoter as someone involved with financing or consulting for public companies through his work at Artco. In or around January 2010, the Promoter approached Day about RVPlus and offered Day a fixed fee of \$30,000 if Day would agree to be named an officer and director of RVPlus in the Promoter's stead. The Promoter told Day that the Promoter—not Day—would do essentially all the work for RVPlus. Day understood that he, not the Promoter, would sign RVPlus's filings with the Commission and agreed to this arrangement.

3. As part of Day's agreement with the Promoter, Day acted at the Promoter's direction while creating the appearance that Day was the true CEO of RVPlus. For example, in the spring of 2010, Day opened a bank account for RVPlus. Around the same time, the Promoter referred Day to a prospective auditor for RVPlus ("Auditor A") and Day contacted Auditor A and retained Auditor A on RVPlus's behalf. Further, when the Promoter told Day that RVPlus would need a second officer, Day asked his friend (the "Friend") to serve as RVPlus's secretary-treasurer. The Friend agreed to do so and later received \$5,000 in compensation despite rendering virtually no services to RVPlus.

The False and Misleading S-1 Registration Statement

4. By at least July 19, 2010, RVPlus had 9,380,000 shares of stock outstanding. A control block of 5,000,000 of those outstanding shares were nominally held in Day's name. The remaining 4,380,000 were held in the names of approximately 36 other shareholders (the "S-1 Shareholders"). Day understood that the Promoter had arranged for the S-1 Shareholders to obtain these RVPlus shares in their names, did not know any of the S-1 Shareholders, and had never met or communicated with them.

5. Day also knew that he was the owner of the control block of 5,000,000 shares in name only. He could not dispose of this control block of shares without the Promoter's consent, and his compensation for nominally serving as RVPlus's CEO was limited to \$30,000. Day neither

held any financial risk nor stood to reap any financial gain by holding the control block of shares in his name. If he ultimately disposed of his control block of shares for more than \$30,000, he knew he was entitled to only \$30,000 of the profit and no further compensation for nominally serving as RVPlus's CEO. If he ultimately disposed of the control block for less than \$30,000, he knew he would receive the difference between the sale price and \$30,000 directly or indirectly from the Promoter. If the control block of shares ultimately became worthless, he knew he would still receive \$30,000 directly or indirectly from the Promoter.

6. On August 11, 2010, RVPlus filed a registration statement with the Commission on Form S-1 registering the resale of the 4,380,000 RVPlus shares held in the S-1 Shareholders' names. On November 12, 2010, RVPlus filed an amended Form S-1 registration statement (the "S-1 Registration") with the Commission. The S-1 Registration became effective on November 22, 2010. Day signed the S-1 Registration as president, CEO, principal accounting officer, chief financial officer, and director of RVPlus.

7. The S-1 Registration contained a number of material misrepresentations and omissions. First, it falsely represented that Day received the 5,000,000 shares in his name as "founder's shares" "for repayment of expenses associated with the incorporation of" RVPlus. The S-1 Registration also misleadingly claimed that RVPlus was "dependent to a great extent upon the experience, abilities and continued services of Christopher M. Day, President and Director." And the S-1 Registration falsely represented that Day "[b]eneficially [o]wned" and "possesse[d] sole voting and investment power with respect to" the 5,000,000 RVPlus shares held in his name. Nowhere in its 74 pages did the S-1 Registration mention the Promoter's name or disclose that someone other than Day or his Friend exercised any control over RVPlus—not even in the section entitled "Transactions with Related Persons, Promoters and Certain Control Persons." Nor was Day's \$30,000 flat-fee arrangement with the Promoter disclosed anywhere in the S-1 Registration.

The False Statements to FINRA

8. When the S-1 Registration became effective in November 2010, RVPlus's shares were not yet quoted on an inter-dealer quotation system such as OTC Link. As a result, little or no market existed for the 4,380,000 shares held in the S-1 Shareholders' names.

9. In or around December 2010, a broker-dealer serving as a market-maker for RVPlus (the "Market-Maker") submitted a Form 211 application to FINRA to have RVPlus's shares quoted on an inter-dealer quotation system. On January 5, 2011, FINRA responded by sending a letter to the Market-Maker. FINRA's letter noted "deficiencies" in the Form 211 application and requested certain information "to continue the review process." Among other things, FINRA requested the following information: "Details surrounding the issuer's Regulation D offering. Your answer should include, but not be limited to, who solicited investors [the S-1 Shareholders] [and] how the solicitor knew them." FINRA further requested the following information: "Is the issuer working with any consultants or public relations firm? If so, provide compensation exchanged (to date and future), dates of service, services provided and future expected services." FINRA closed by informing the broker-dealer that its staff "would reexamine [the Market-Maker's] submission following receipt of the requested information."

10. On approximately January 6, 2011, Day, as “[p]resident” of RVPlus, responded to FINRA and the Market-Maker with a letter on RVPlus’s behalf. Day’s letter falsely represented that he “was the person who had solicited the investors [the S-1 Shareholders] who are all friends and family members of those friends.” Day’s letter further claimed that RVPlus “is not working with any consultants...at this time.” Day’s letter did not mention the Promoter.

11. On February 9, 2011, FINRA cleared the Market-Maker’s request for an unpriced quotation on the OTC Bulletin Board and in OTC Link for RVPlus, and RVPlus’s shares began to be quoted on OTC Link. Trading in RVPlus shares continued until July 19, 2013, when the Commission issued an order suspending trading in RVPlus’s securities due in part to material deficiencies in the company’s financial statements. RVPlus’s stock now trades only on the grey market, an over-the-counter market for securities not listed, traded, or quoted on any U.S. stock exchange or the OTC markets.

The Share Purchase and the Unregistered Offerings

12. On approximately March 6, 2012, a partner at the Law Firm (the “Law Firm Partner”) introduced Day by email to Peterson, an individual whom the Law Firm Partner said was interested in acquiring RVPlus for \$275,000. As Day understood, this individual initially sought to buy the control block of RVPlus shares held in Day’s name. In the same email, the Law Firm Partner forwarded to Day an email chain between Peterson and the Law Firm Partner. As the emails forwarded to Day made clear, Peterson sought to have the shares he purchased promptly re-issued to others—with the “restricted” legends on the share certificates removed—and the shares transferred to one or more brokerage accounts for re-sale to the public. In the same email chain forwarded to Day, the Law Firm Partner assured Peterson that it “won[?]t be an issue to transfer the shares” because Day, RVPlus’s “principal,” also “owns the TA [transfer agent].”

13. From his experience working at Artco, Day understood that no exemption from the federal securities laws’ registration requirements applied to the control block of shares held in his name. Day therefore understood that Peterson could not have the “restricted” legend on the share certificates removed or the shares resold to the public. On approximately April 20, 2012, Day e-mailed the Law Firm Partner and told him that the potential acquisition by Peterson was “killed,” because the control block of shares was not “eligible for public sale.”

14. Approximately four days later, at the Promoter’s direction, Day told Peterson by email that if he wanted to purchase the “free trading shares”—referring to the shares held in the S-1 Shareholders’ names—in addition to the control block held in Day’s name, Peterson would have to pay an extra \$25,000. In the same email, Day offered to “work on rounding up the investors [the S-1 Shareholders] and their shares,” if Peterson wanted those.

15. Around this time, Day, Peterson, and the Promoter spoke by phone. Peterson said that he wanted the S-1 Shareholders’ shares. The Promoter replied that he could talk to the S-1 Shareholders about obtaining their shares. Day understood that Peterson would not enter into the deal if he did not obtain the purportedly “free-trading” shares. The Promoter eventually agreed

with Peterson] that he could buy both the control block of 5,000,000 RVPlus shares held in Day's name and at least 4,080,000 of the 4,380,000 million shares held in the S-1 Shareholders' names for a total of \$275,000. Day knew about this agreement between the Promoter and Peterson.

16. At the time, from his experience working at Artco, Day understood that if Peterson became a control person of RVPlus, he could not obtain the shares held in the S-1 Shareholders' names and resell the shares to the public shortly thereafter without any further registration under the securities laws. On May 4, 2012, the sale to Peterson of the 5,000,000-share control block closed. Peterson purchased the shares through an entity he controlled. The Promoter received most of the proceeds from the sale; the Law Firm received a portion; and Day received only the \$30,000 that he and the Promoter had agreed on.

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

18. Artco continued to serve as RVPlus's transfer agent. Day, on Artco's behalf, personally handled RVPlus's transfer agent requests. On May 7, 2012, Peterson asked Day by email for a status update concerning the transfer of the RVPlus shares held in the S-1 Shareholders' names. Peterson made clear that he wanted the RVPlus shares transferred to a broker-dealer ("Broker-Dealer A") and issued to someone else ("Transferee A"), whom Peterson had copied on his email. In fact, Peterson had hired Transferee A as an "investor relations/public relations" consultant for RVPlus and had offered to pay Transferee A in the form of RVPlus shares.

19. A week later, on May 14, 2012, Peterson emailed Day again, along with the Law Firm Partner and Transferee A. In his email, Peterson made clear that he needed all 4,080,000 shares to clear at once, that he had a stock promotion campaign in process, and that he expected Day to ensure that certain RVPlus shares would be deposited with market-makers to create the appearance of an active market for RVPlus stock. Peterson wrote: "[Broker-Dealer A] suggested that [the clearing broker-dealer] would have issue clearing all 4.08M shares at one time. We need this to clear in a radiant process. No more hiccups. You guys are killing my awareness campaign that I have set up when you do that. Even changed up by a day or so hurts.... All of you make or made money from this. Just get it done. No excuses.... PS-Chris [Day], I hope to see those other 6 shareholders with the 300K shares in the level 2 also. A deal is a deal."

20. Peterson asked Day to send 4,080,000 of the shares held in the S-1 Shareholders' names to Transferee A in five separate share certificates: four certificates each for 950,000 shares, and the fifth for 280,000 shares. The Law Firm Partner, copying Day and Transferee A, replied to Peterson and said that Transferee A should be "providing the instructions and not you since this is his cert[ificate] and you are an officer of [RVPlus]." Day obtained no documentation about Peterson's relationship with Transferee A or the reason Peterson wanted the shares issued to Transferee A.

21. On May 18, 2012, Day, on Artco's behalf, issued a certificate without a "restricted" legend for 4,080,000 of the shares previously held by the S-1 Shareholders. At Peterson's request,

Day issued the certificate to Transferee A. These shares constituted over 90% of RVPlus's total number of shares available for trading, or "float."

22. On June 11, 2012, Peterson again emailed Day, the Law Firm Partner, and others, telling them that he needed their "swift cooperation" to get money from the RVPlus deal to pay back a loan. Peterson again sought to have multiple share certificates issued to Transferee A. The same day, Day responded by email. Day first instructed Peterson for the second time not to provide Day with any details of Peterson's activity with RVPlus: "I don't want to be included on emails between the RVPL [RVPlus] insiders about loans or any activity within the company. I was not involved, and do not want to be aware of, what deals you made with who in order to get the funds for the S[hare] P[urchase] A[greement].... The only involvement I have with RVPL is the principal/agent relationship that exists between RVPL and American Registrar & Transfer Co."

23. Additionally, Day noted his understanding of the agreement between Peterson and the Promoter — that, "of the 4,380,000 S1 shares[,] all but 300,000 would be transferred to your side." Day also addressed the difficulties Peterson and Transferee A were having in seeking to trade Transferee A's shares through Broker-Dealer A: "I see that [the Market-Maker] is publishing a bid and ask [price]. I spoke with the market maker last week about bringing in some other quotes. His response was that given the current environment of the OTC marketplace, with how scrutinizing FINRA has become, the market makers are reluctant to publish quotes until some other shares get deposited into accounts and market begins to develop.... Ultimately the shares couldn't be cleared because [Transferee A] has 93% of the float registered in his name."

24. From approximately June 18 through 21, 2012, Peterson asked Day to reissue to entities controlled by another individual, Transferee B, a share certificate without a "restricted" legend for 3,200,000 of the 4,080,000 shares originally issued to Transferee A. On Artco's behalf, Day did so. On June 28, 2012, Peterson emailed Day, explaining that two broker-dealers had asked "my shareholder," Transferee B, for certain information, including "a history of the cert[ificate] from the transfer agent," before they would accept the RVPlus share certificates and allow the RVPlus shares to be traded. Peterson complained that he could have purchased a microcap shell company with regulatory deficiencies for half the price of RVPlus and yet already have started trading the stock: "[A]fter almost 2 months next week I've spend [sic] \$300K to get a nearly wrecked business model/credibility.... I could have purchased a pink sheet shell with a stop sign with free trading paper with trading history for half of what I paid you and been trading a month ago raising money." Later the same day, Day provided Peterson with the history of Transferee B's shares, which had originated from share certificates originally issued in Transferee A's name. To help ensure that the broker-dealers accepted the share certificates and allowed the shares to be traded, Day suggested that Peterson conceal from the broker-dealers that Transferee A had held 95% of the float: "You... may want to consider omitting the information where [Transferee A] had 95% of the free trading shares issued in his name."

25. On March 26, 2013, at Peterson's direction, Transferee A requested that Artco transfer 440,000 of the RVPlus shares originally issued to Transferee A to Peterson's mother's former boyfriend ("Transferee C"), who had been an early RVPlus investor. On March 28, 2013,

Artco, by and through Day, issued the requested share certificate to Transferee C without a “restricted” legend.

26. From August through September 2013, Transferee C sold approximately 140,000 of these shares to the public for more than \$10,000. From August 22, 2012 through February 1, 2013, Transferee B sold into the public market at least 356,000 of the RVPlus shares issued to him for a profit of at least \$33,240.

27. For its services, Artco received \$585 in transfer agent fees from RVPlus.

Violations

28. As a result of the conduct described above, Respondents Artco and Day willfully violated Sections 5(a) and 5(c) of the Securities Act, which make it unlawful for any person, directly or indirectly, to make use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell, or offer to sell or offer to buy a security for which a registration statement is not on file or in effect, absent an available exemption.

29. As a result of the conduct described above, Respondents Artco and Day willfully aided and abetted and caused Peterson’s violation of Sections 5(a) and 5(c) of the Securities Act, which make it unlawful for any person, directly or indirectly, to make use of any means or instruments of transportation or communication in interstate commerce or of the mails to sell, or offer to sell or offer to buy a security for which a registration statement is not on file or in effect, absent an available exemption.

30. As a result of the conduct described above, Respondent Day willfully violated Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, which prohibit fraudulent conduct in the offer or sale of securities and in connection with the purchase or sale of securities.

31. As a result of the conduct described above, Respondent Day willfully aided and abetted and caused RVPlus’s violation of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, which prohibit fraudulent conduct in the offer or sale of securities and in connection with the purchase or sale of securities.

Undertakings

32. Respondent Artco undertakes to:

A. Provide the Commission’s staff within 30 days after entry of this Order, an agreement for the services of an Independent Consultant, acceptable to the Commission’s staff, and thereafter exclusively bear all costs, including compensation and expenses, associated with the retention of the Independent Consultant. Respondent Artco shall retain the Independent Consultant to conduct a comprehensive review of, and recommend corrective measures concerning, its policies, procedures, and practices relating to the issuance and transfer of securities consistent with the registration requirements of the

Securities Act. Respondent Artco shall cooperate fully with the Independent Consultant and shall provide the Independent Consultant with access to Respondent Artco's files, books, records, and personnel as reasonably requested.

B. No more than 120 days after the date of the entry of this Order, submit to the staff of the Commission a written report that Respondent Artco will obtain from the Independent Consultant regarding Respondent Artco's policies, procedures and practices. The report will include a description for the review performed, the conclusions reached, the Independent Consultant's recommendations for changes in or improvements to the policies and procedures, and a procedure for implementing any recommended changes.

C. Ensure that no more than 180 days after the date of the entry of this Order, the Independent Consultant shall conduct a comprehensive review of Artco to ensure that all of the Independent Consultant's recommendations were implemented and shall send a letter to the Commission's staff certifying the same. The certification and supporting material shall be submitted to Adam Grace, Assistant Regional Director, New York Regional Office, Brookfield Place, 200 Vesey Street, Suite 400, New York, NY 10281-1022, with a copy to the Office of Chief Counsel of the Enforcement Division.

D. Ensure the independence of the Independent Consultant by agreeing that Respondent Artco: (i) shall not have authority to terminate the Independent Consultant, without the prior written approval of the Commission's staff; (ii) shall compensate the Independent Consultant, and persons engaged to assist the Independent Consultant, for services rendered pursuant to this Order at their reasonable and customary rates; (iii) shall not be in and shall not have an attorney-client relationship with the Independent Consultant, and shall not seek to invoke the attorney-client or any other doctrine or privilege to prevent the Independent Consultant from transmitting any information, reports, or documents to the Commission or the Commission's staff.

E. Require the Independent Consultant to enter into an agreement that provides that for the period of engagement and, for a period of two years from completion of the engagement, the Independent Consultant shall not enter into any employment, consultant, attorney-client, auditing or other professional relationship with Respondent Artco, or any of its present or former affiliates, directors, officers, employees, or agents acting in their capacity. The agreement will also provide that the Independent Consultant will require that any firm with which he/she is affiliated or of which he/she is a member, and any person engaged to assist the Independent Consultant in performance of his/her duties under this Order shall not, without prior written consent of the staff of the Commission, enter into any employment, consultant, attorney-client, auditing or other professional relationship with Respondent Artco, or any of its present or former affiliates, directors, officers, employees, or agents acting in their capacity as such for the period of the engagement and for a period of two years after the engagement.

F. Certify, in writing, compliance with the undertakings set forth above. The certification shall identify the undertakings, provide written evidence of compliance in the form of a narrative, and be supported by exhibits sufficient to demonstrate

compliance. The Commission staff may make reasonable requests for further evidence of compliance, and Respondent Artco agrees to provide such evidence. The certification and supporting material shall be submitted to Adam Grace, Assistant Regional Director, New York Regional Office, Brookfield Place, 200 Vesey Street, Suite 400, New York, NY 10281-1022, with a copy to the Office of Chief Counsel of the Enforcement Division, no later than sixty (60) days from the date of the completion of the undertakings.

G. The Independent Consultant shall be retained through the date on which Respondent Artco submits the certification described in Paragraph 32(F) above.

IV.

In view of the foregoing, the Commission deems it appropriate and in the public interest to impose the sanctions agreed to in Respondents' Offers.

Accordingly, pursuant to Section 8A of the Securities Act, Sections 15(b), 17A and 21C of the Exchange Act, and Section and 9(b) of the Investment Company Act, it is hereby ORDERED that:

A. Respondent Artco shall cease and desist from committing or causing any violations and any future violations of Section 5 of the Securities Act.

B. Respondent Artco is censured.

C. Respondent Artco shall pay disgorgement of \$585, prejudgment interest of \$64 and civil penalties of \$25,000, to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Payment shall be made in the following installments: \$12,500 due within 30 days of the entry of the Order; \$6,250 due within 150 days of the entry of the Order; \$6,250 within 300 days of the entry of the Order; and \$649 within 360 days of the entry of the Order. If any payment is not made by the date the payment is required by this Order, the entire outstanding balance of disgorgement, prejudgment interest, and civil penalties, plus any additional interest accrued pursuant to SEC Rule of Practice 600 and/or pursuant to 31 U.S.C. 3717, shall be due and payable immediately, without further application.

Payment must be made in one of the following ways:

- (1) Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request;
- (2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>; or

- (3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
HQ Bldg., Room 181, AMZ-341
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying Artco as a Respondent in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Adam Grace, Assistant Regional Director, New York Regional Office, Brookfield Place, 200 Vesey Street, Suite 400, New York, NY 10281-1022.

D. Respondent Artco shall comply with the undertakings enumerated in Paragraphs 32(A)-(G) above.

E. Respondent Day shall cease and desist from committing or causing any violations and any future violations of Section 17(a) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder.

F. Respondent Day shall cease and desist from committing or causing any violations and any future violations of Sections 5(a) or 5(c) of the Securities Act.

G. Respondent Day shall be prohibited for a period of 3 years from acting as an officer or director of an issuer that has a class of securities registered pursuant to Section 12 of the Exchange Act or that is required to file reports pursuant to Section 15(d) of the Exchange Act.

H. Respondent Day be, and hereby is:

1. barred from association with any broker, dealer, investment adviser, municipal securities dealer, municipal advisor, transfer agent, or nationally recognized statistical rating organization;
2. prohibited from serving or acting as an employee, officer, director, member of an advisory board, investment adviser or depositor of, or principal underwriter for, a registered investment company or affiliated person of such investment adviser, depositor, or principal underwriter; and
3. barred from participating in any offering of a penny stock, including: acting as a promoter, finder, consultant, agent or other person who engages in activities with a broker, dealer or issuer for purposes of the issuance or trading in any penny stock, or inducing or attempting to induce the purchase or sale of any penny stock;

with the right to apply for reentry after three (3) years to the appropriate self-regulatory organization, or if there is none, to the Commission.

I. Any reapplication for association by Respondent Day will be subject to the applicable laws and regulations governing the reentry process, and reentry may be conditioned upon a number of factors, including, but not limited to, the satisfaction of any or all of the following: (a) any disgorgement ordered against the Respondent, whether or not the Commission has fully or partially waived payment of such disgorgement; (b) any arbitration award related to the conduct that served as the basis for the Commission order; (c) any self-regulatory organization arbitration award to a customer, whether or not related to the conduct that served as the basis for the Commission order; and (d) any restitution order by a self-regulatory organization, whether or not related to the conduct that served as the basis for the Commission order.

J. Respondent Day shall pay disgorgement of \$30,000, prejudgment interest of \$3,300 and civil penalties of \$30,000, to the Securities and Exchange Commission for transfer to the general fund of the United States Treasury, subject to Exchange Act Section 21F(g)(3). Payment shall be made in the following installments: \$12,500 due within 30 days of the entry of the Order; \$12,500 due within 90 days of entry of the Order; \$12,500 due within 180 days of the entry of the Order; \$12,500 due within 270 days of the entry of the Order; and \$13,200 due within 360 days of the entry of the Order. If any payment is not made by the date the payment is required by this Order, the entire outstanding balance of disgorgement, prejudgment interest, and civil penalties, plus any additional interest accrued pursuant to SEC Rule of Practice 600 and/or pursuant to 31 U.S.C. 3717, shall be due and payable immediately, without further application.

Payment must be made in one of the following ways:

- (1) Respondent may transmit payment electronically to the Commission, which will provide detailed ACH transfer/Fedwire instructions upon request;
- (2) Respondent may make direct payment from a bank account via Pay.gov through the SEC website at <http://www.sec.gov/about/offices/ofm.htm>; or
- (3) Respondent may pay by certified check, bank cashier's check, or United States postal money order, made payable to the Securities and Exchange Commission and hand-delivered or mailed to:

Enterprise Services Center
Accounts Receivable Branch
HQ Bldg., Room 181, AMZ-341
6500 South MacArthur Boulevard
Oklahoma City, OK 73169

Payments by check or money order must be accompanied by a cover letter identifying Christopher Day as a Respondent in these proceedings, and the file number of these proceedings; a copy of the cover letter and check or money order must be sent to Adam Grace, Assistant Regional

Director, Division of Enforcement, Securities and Exchange Commission, New York Regional Office, Brookfield Place, 200 Vesey Street, Suite 400, New York, NY 10281-1022.

V.

It is further Ordered that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, the findings in this Order are true and admitted by Respondent, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Respondent under this Order or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Respondent of the federal securities laws or any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19).

By the Commission.

Brent J. Fields
Secretary