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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. ANTHONY JOSEPH MARINO, GEORGE FRANK POLERA, and, UNITED BUSINESS ALLIANCE, LLC, Defendants,	**COMPLAINT** Case No.: Judge:

Plaintiff, Securities and Exchange Commission (the "Commission"), alleges as follows:

SUMMARY OF THE ACTION

1. Between October 2013 and July 2015, Defendants Marino and Polera, neither of whom were registered to sell investments, operating through Defendant United Business Alliance, LLC ("UBA"), raised a total of $615,500 from 10 investors, of which approximately

$253,500 was subsequently returned, through the fraudulent offer and sale of securities ostensibly connected to what are generally referred to as "prime bank" instruments and/or "bank guarantees."

2. In furtherance of the alleged fraud, the Defendants misrepresented and/or omitted to inform investors of the true nature of prime bank instruments (*i.e.*, they are fictitious), that investor funds were used to make payments to other investors, and that Defendants Marino and Polera used investor funds to pay personal expenses.

3. Additionally, to further the alleged scheme, the Defendants, among other activities, utilized an attorney to act as an escrow agent in regard to investor funds and also disseminated multiple false or misleading lulling statements to investors concerning the true disposition of their invested funds.

4. By engaging in this conduct, as further described herein, each of the Defendants violated and, unless restrained and enjoined by this Court, may continue to violate Section 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77q(a)] and Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act") [15 U.S.C. § 78j(b)] and Rule 10b–5 promulgated thereunder [17 C.F.R. § 240.10b–5].

5. In the alternative, and pursuant to Section 15(b) of the Securities Act [15 U.S.C. § 77o(b)] and Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], each of Marino and Polera is liable, via aiding and abetting, for UBA's violations of Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b–5 thereunder.

JURISDICTION AND VENUE

6. The Commission brings this action pursuant to Sections 20(b) and 20(d) of the Securities Act [15 U.S.C. §§ 77t(b) and 77t(d)] and Sections 21(d) and 21(e) of the Exchange

Act [15 U.S.C. §§ 78u(d) and 78u(e)] to enjoin such acts, practices, and courses of business, and to obtain disgorgement, prejudgment interest, civil money penalties, and such other and further relief as this Court may deem just and appropriate.

7. The investments, which took the form of at least one promissory note and multiple investment contracts, offered and sold by Defendants are each a "security" as that term is defined under Section 2(a)(1) of the Securities Act [15 U.S.C. § 77b(a)(1)] and Section 3(a)(10) of the Exchange Act [5 U.S.C. § 78c(a)(10)].

8. The Defendants, directly or indirectly, made use of the means or instruments of transportation or communication in interstate commerce, or of the mails, in connection with the conduct alleged in this Complaint.

9. This Court has subject matter jurisdiction over this action pursuant to Section 22 of the Securities Act [15 U.S.C. § 77v] and Sections 21(d) and 27 of the Exchange Act [15 U.S.C. §§ 78u(d) and 78aa].

10. Venue in this District is proper because each of the Defendants is found, inhabits, and/or transacted business in the District of Nevada and because one or more acts or transactions constituting the violations occurred in the District of Nevada.

DEFENDANTS

11. **Anthony Joseph Marino**, age 79, is a resident of Las Vegas, Nevada. Although purportedly not an official principal of UBA, Marino possessed a significant measure of *de facto* or operational control of UBA. Marino was previously (a) enjoined from violating Section 17(a) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder in connection with a previous suit brought by Plaintiff (see SEC v. Marino, *et al.*, No. 99-cv-258 (D. Utah, Oct. 6, 2000)); (b) convicted in Nevada state court of conspiracy to commit

securities fraud; and (c) ordered by the New Mexico Securities Division to permanently cease and desist from offering or selling securities in violation of the New Mexico Securities Act of 1986.

12. **George Frank Polera**, age 58, is a resident of Las Vegas, Nevada. Although the sole official principal of UBA, Polera shared operational control of UBA with Marino.

13. **United Business Alliance, LLC** is a Colorado limited liability company formed on May 6, 2009, and which maintained, during all times relevant to this complaint, its principal place of business in Las Vegas, Nevada.

FACTS

14. In or about May 2012, Defendant Polera obtained ownership and control of UBA.

15. Defendant Polera and Defendant Marino, acting through Defendant UBA, used UBA to raise funds from investors based on the promise of outsized returns payable on securities offered and sold by UBA. UBA purported to be able to provide such high returns in connection with (purportedly) the trading in prime bank instruments, referred to by the Defendants as "mid-term bank notes," "MTNs," or "cash trade," and/or through the brokering of "bank guarantees."

16. UBA investors, whom each of the Defendants were involved in the direct solicitation of, were offered and sold securities that took the form of promissory notes (in at least one instance) and/or investment contracts.

17. In the instance of the UBA promissory note, although the document does not state how investor funds were to be used, UBA promised to pay interest on the note at "an annualized rate of return of Eighty Four percent (84%)."

18. In regard to the UBA investment contracts, although there is some variation among them, the known iterations were structured similarly to the following representative

misrepresentation:

> The following funds, $50,000, will be sent to our Attorney's escrow/trust account, once we reach $1M or more where it will be blocked for one year. Within 45 days or sooner after the $1M is received. These funds will be placed into a trade platform with expected returns as follows, client will begin to receive the first payment of 100%, minus fees of 10% of gross every two weeks for 40 weeks. The client will receive funds based on the amount that they sent initially. ie: $50,000 will net $45,000 every two weeks to client.

19. Through these activities, the Defendants raised a total of $615,500 from 10 investors of which approximately $253,500 was subsequently returned.

20. In connection with the offer, purchase, and sale of the subject UBA securities, the Defendants engaged in the making of misstatements of material fact or omitted to state material facts necessary in order to make the statements made not misleading and obtained money or property from UBA investors thereby.

21. More specifically, each of the Defendants, in soliciting investors for UBA securities, among other things, misrepresented the prime bank and/or cash trade programs as actually existing and/or omitted to disclose the fact that they were fictitious and misrepresented or omitted to disclose that UBA investor funds, rather than being placed into such prime bank and/or cash trade programs, would be used to pay other investors and/or conveyed to Defendants Marino and Polera and to entities affiliated with either.

22. The Defendants' also furthered their fraudulent prime bank/cash trade scheme through the (a) use by UBA of an attorney as escrow agent to envelope UBA with a patina of legitimacy, (b) misappropriation of investor funds, (c) making of Ponzi-type payments to investors, and (d) dissemination of multiple false or misleading lulling statements to investors concerning the status of and anticipated return of their invested funds.

FIRST CLAIM FOR RELIEF
Violation of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]
(Against each Defendant)

23. The Commission re-alleges and incorporates by reference each and every allegation in paragraphs 1-22, inclusive, as if they were fully set forth herein.

24. By engaging in the conduct described above, each of the Defendants, directly or indirectly, singly or in concert with others, in the offer and sale of securities, by use of the means and instruments of transportation and communication in interstate commerce or by use of the mails, have (a) employed devices, schemes, or artifices to defraud; (b) obtained money or property by means of untrue statements of material fact or omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in transactions, practices, or courses of business which operated or would operate as a fraud or deceit.

25. With respect to violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act, each of the Defendants was at least negligent in their conduct and in the untrue and misleading statements alleged herein.

26. With respect to violations of Section 17(a)(1) of the Securities Act, each of the Defendants engaged in the above-referenced conduct and made the above-referenced untrue and misleading statements knowingly or with severe recklessness.

27. By reason of the foregoing, each of the Defendants violated and, unless enjoined, will continue to violate Section 17(a) of the Securities Act.

SECOND CLAIM FOR RELIEF
Violation of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b–5 Promulgated Thereunder [17 C.F.R. § 240.10b–5]
(Against each Defendant)

28. The Commission re-alleges and incorporates by reference each and every allegation in paragraphs 1-22, inclusive, as if they were fully set forth herein.

29. By engaging in the conduct described above, each of the Defendants, directly or indirectly, singly or in concert with others, in connection with the purchase and sale of securities, by use of the means and instrumentalities of interstate commerce or by use of the mails, have (a) employed devices, schemes, and artifices to defraud; (b) made untrue statements of material facts and have 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; and (c) engaged in acts, practices, and courses of business which operated as a fraud and deceit upon purchasers, prospective purchasers, and other persons.

30. Each of the Defendants engaged in the above-referenced conduct and made the above-referenced untrue and misleading statements knowingly or with severe recklessness.

31. By reason of the foregoing, each of the Defendants have violated and, unless enjoined, will continue to violate Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder.

THIRD CLAIM FOR RELIEF
Violation, via aiding and abetting, of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)]
(Against Defendants Marino and Polera)

32. The Commission re-alleges and incorporates by reference each and every allegation in paragraphs 1-22, inclusive, as if they were fully set forth herein.

33. By engaging in the conduct described above, Defendant UBA violated Section 17(a) of the Securities Act, and each of Defendants Marino and Polera knowingly or recklessly

provided substantial assistance to UBA in its achievement of said violations.

34. Pursuant to Section 15(b) of the Securities Act [15 U.S.C. § 77o(b)], any person that knowingly or recklessly provides substantial assistance to another person in violation of a provision of the Securities Act, or of any rule or regulation issued under the Securities Act, shall be deemed to be in violation of such provision to the same extent as the person to whom such assistance is provided.

35. By reason of the foregoing, and in the alternative to their direct violations of Section 17(a) of the Securities Act as described above, each of Defendants Marino and Polera are liable for violations of Section 17(a) of the Securities Act to the same extent as Defendant UBA is liable and, unless enjoined, will continue to violate Section 17(a) of the Securities Act.

FOURTH CLAIM FOR RELIEF
Violation, via aiding and abetting, of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b–5 Promulgated Thereunder [17 C.F.R. § 240.10b–5]
(Against Defendants Marino and Polera)

36. The Commission re-alleges and incorporates by reference each and every allegation in paragraphs 1-22, inclusive, as if they were fully set forth herein.

37. By engaging in the conduct described above, Defendant UBA violated Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder, and each of Defendants Marino and Polera knowingly or recklessly provided substantial assistance to UBA in its achievement of said violations.

38. Pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], any person that knowingly or recklessly provides substantial assistance to another person in violation of a provision of the Exchange Act, or of any rule or regulation issued under the Exchange Act, shall be deemed to be in violation of such provision to the same extent as the person to whom such assistance is provided.

39. By reason of the foregoing, and in the alternative to their direct violations of Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder as described above, each of Defendants Marino and Polera are liable for violations of Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder to the same extent as Defendant UBA is liable and, unless enjoined, will continue to violate Section 10(b) of the Exchange Act and Rule 10b–5 promulgated thereunder.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court enter a final judgment:

I.

Permanently restraining and enjoining each of the Defendants from, directly or indirectly, engaging in conduct in violation of Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b–5 promulgated thereunder [17 C.F.R. § 240.10b–5];

II.

Permanently restraining and enjoining Defendant Marino from directly or indirectly, including, but not limited to, through any entity owned or controlled by him, participating in the issuance, purchase, offer, or sale of any security provided, however, that such injunction shall not prevent him from purchasing or selling securities for his own personal account;

III.

Ordering each of the Defendants to, jointly and severally, disgorge all ill-gotten gains or unjust enrichment derived from the activities set forth in this Complaint, together with prejudgment interest thereon;

IV.

Ordering each of the Defendants to pay a civil 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)]; and,

V.

Granting such other and further relief as this Court may deem just, equitable, or necessary in connection with the enforcement of the federal securities laws and for the protection of investors.

Dated: July 25, 2017

Respectfully submitted,

SECURITIES AND EXCHANGE COMMISSION

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