

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

JOHN SHERMAN JUMPER,

Defendant,

and

**ALLUVION SECURITIES, LLC,
AMERICAN INVESTMENTS FUND II,
LLC, SPEEDEE BRAKES, LLC,
THOUSAND HILLS CAPITAL, LLC,
and EVERTONE RECORDS, LLC,**

Relief Defendants.

Case No.

JURY DEMAND

COMPLAINT

Plaintiff, Securities and Exchange Commission (the “Commission”), files its complaint and alleges that:

SUMMARY

1. Between March 2015 and February 2016, Defendant John Sherman Jumper (“Jumper”) committed securities fraud by misappropriating approximately

\$5,700,000 from an employee pension plan. Jumper gained access to the pension funds by forging documents that purported to give him authority over the funds and their placement.

2. Jumper used the funds for a variety of inappropriate ends, including personal expenses and investments, and also to capitalize other businesses owned by him, including Relief Defendants Alluvion Securities, LLC (“Alluvion Securities”), American Investments Fund II, LLC (“AIF II”), Speedee Brakes, LLC (“Speedee”), Thousand Hills Capital, LLC (“Thousand Hills”), and Evertone Records, LLC (“Evertone”) (collectively, the “Relief Defendants”).

3. By the conduct detailed in this Complaint, Jumper violated Section 17(a)(1) and (2) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. § 77q(a)(1) and (2)], Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. § 78j(b)] and Rule 10b-5 [17 C.F.R. § 240.10b-5] thereunder. Unless enjoined, Jumper is likely to commit such violations again in the future.

4. In addition, the Relief Defendants received ill-gotten funds from Jumper, provided nothing of value in return, and do not have a legitimate claim to those funds. Because they have no legitimate claim of ownership to those funds and provided nothing of value in return, the Court should order them to relinquish the money.

5. The Commission seeks a judgment from the Court: (a) finding that Jumper violated the antifraud provisions of the federal securities laws; (b) enjoining Jumper from engaging in future violations of the antifraud provisions of the federal securities laws; (c) ordering Jumper to disgorge his ill-gotten gains described herein, with prejudgment interest; (d) ordering Jumper to pay a civil monetary 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)]; and (e) ordering the Relief Defendants to disgorge the unjust enrichment they received from Jumper, as described herein.

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

7. The Court has jurisdiction over this action pursuant to Sections 20(b), 20(d) and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d), 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].

8. Jumper, directly or indirectly, used the means or instruments of interstate commerce, the mails, or the facilities of a national securities exchange in connection with the acts described herein.

9. Venue is proper under Section 22 of the Securities Act [15 U.S.C. § 77v], Section 27 of the Exchange Act [15 U.S.C. § 78aa] and 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims made herein occurred in the Western District of Tennessee. In addition, upon information and belief, Jumper resides in Memphis, Tennessee, which is within the Western District.

DEFENDANT

10. **John Sherman Jumper** was a registered representative with various broker-dealers for approximately 17 years. From September 2007 through February 2017, he was associated with Relief Defendant Alluvion Securities, where he served as CEO and was a part owner of the firm. Prior to February 2016, Jumper was a close acquaintance of a Sarasota, Florida-based entrepreneur who purchased Snow Shoe Refractories, LLC (“Snow Shoe”) in February 2007. (Hereafter, Jumper’s acquaintance will be referred to as “Snow Shoe Owner.”) In three unauthorized transactions occurring between March 2015 and February 2016, Jumper misappropriated funds totaling approximately \$5,700,000 from the Snow Shoe Refractories, LLC Pension Plan for Hourly Employees (“Snow Shoe Pension Plan” or “Pension Plan”).

RELIEF DEFENDANTS

11. **Alluvion Securities, LLC**, a Delaware limited liability company, is a Memphis, Tennessee-based broker-dealer and municipal advisor formerly co-owned by Jumper. Jumper fraudulently transferred approximately \$540,000 in funds that he misappropriated from the Snow Shoe Pension Plan to Alluvion Securities, which represents ill-gotten gains. Alluvion Securities has no legitimate claim to the funds and provided nothing of value in return for them.

12. **American Investments Fund II, LLC** is a Delaware limited liability company that was formed on or about August, 2015. AIF is owned by Jumper and three other individuals. Jumper fraudulently transferred funds that he misappropriated from the Snow Shoe Pension Plan to AIF, resulting in a benefit of ill-gotten gains to AIF totaling approximately \$6,000. AIF has no legitimate claim to the funds and provided nothing of value in return for them.

13. **Speedee Brakes, LLC** is a Mississippi limited liability company co-owned by Jumper, who is a member of Speedee's board of directors. Speedee operated a now-defunct automobile repair shop. Jumper fraudulently transferred funds that he misappropriated from the Snow Shoe Pension Plan to Speedee, resulting in a benefit to Speedee of ill-gotten gains totaling approximately \$730,000. Speedee has no legitimate claim to the funds and provided nothing of value in return for them.

14. **Thousand Hills Capital, LLC** is a Delaware registered LLC owned by Jumper. Upon information and belief, Thousand Hills is an inactive investment fund. Jumper fraudulently transferred funds that he misappropriated from the Snow Shoe Pension Plan to Thousand Hills, resulting in a benefit to Thousand Hills of ill-gotten gains totaling approximately \$287,000. Thousand Hills has no legitimate claim to the funds and provided nothing of value in return for them.

15. **Evertone Records, LLC** is a Delaware registered LLC owned by Jumper. Upon information and belief, Evertone is an inactive recording label. Jumper fraudulently transferred funds that he misappropriated from the Snow Shoe Pension Plan to Evertone, resulting in a benefit to Evertone of ill-gotten gains totaling approximately \$89,800. Evertone has no legitimate claim to the funds and provided nothing of value in return for them.

OTHER RELEVANT ENTITIES

16. **Alluvion Investments, LLC** is currently an inactive Memphis, Tennessee-based investment adviser that was formerly registered with the states of Louisiana, Tennessee and Mississippi. It was owned by Jumper and four other individuals.

17. **American Investments Fund I, LLC** is a Delaware LLC formed in March 2015 that was used in connection with one of Jumper's fraudulent transfers.

18. **Snow Shoe Refractories LLC** is a refractory (high heat-resistant) products manufacturer based in Clarence, Pennsylvania. It was purchased by Snow Shoe Owner in February 2007.

19. **Snow Shoe Refractories LLC Pension Plan for Hourly Employees** is a defined benefit employee pension plan for current and former hourly employees of Snow Shoe. The Pension Plan had approximately \$8,300,000 in assets at the time of the February 2007 sale of Snow Shoe.

STATEMENT OF FACTS

I. JUMPER ARRANGES THE SALE OF SNOW SHOE TO SNOW SHOE OWNER.

20. Jumper, whose current employment status is unknown, had been employed from approximately 1996 until February 2017 as a registered representative with various broker-dealers in the Memphis, Tennessee area.

21. Until February 2017, Jumper was CEO and a registered representative of his wholly-owned broker-dealer, Alluvion Securities, and President and an investment adviser representative of Alluvion Investments. Additionally, Jumper personally invested in and assisted in the management of certain small businesses, and personally acted as a placement agent for the private sales of certain small businesses.

22. In 2006, Jumper was hired to help sell Snow Shoe, a privately-held business located in central Pennsylvania that makes high heat-resistant products.

Jumper marketed the business to Snow Shoe Owner, a close acquaintance residing in Sarasota, Florida. Snow Shoe Owner was an entrepreneur primarily engaged in religious publishing and social media.

23. In February of 2007, Snow Shoe Owner purchased Snow Shoe for approximately \$8,200,000. As consideration for arranging the purchase, Jumper received a \$250,000 commission.

24. As part of the ownership of Snow Shoe, Snow Shoe Owner also took over responsibility for the sponsorship and administration of the Snow Shoe Pension Plan. At the time, the Snow Shoe Pension Plan assets (approximately \$8,300,000) were held in custody and under the management of a bank, and invested in a blended portfolio of fixed income and equity securities.

25. Although there was a known shortfall of \$1,800,000 in the Snow Shoe Pension Plan at the time of the purchase, at no time either before or after the transaction did Snow Shoe Owner ask for Jumper's assistance or advice regarding the Pension Plan.

26. After the Snow Shoe transaction closed, Jumper was not given a job at Snow Shoe, nor did he have any title or definite responsibilities with respect to Snow Shoe, as an employee or otherwise. Jumper, however, did act in an unofficial capacity, occasionally traveling to the headquarters of Snow Shoe to assist in transitioning the business to new ownership.

27. Almost immediately after the purchase and continuing through February 2016, Jumper engaged in a series of forgeries and unauthorized transactions to fraudulently transfer funds out of the Snow Shoe Pension Plan.

II. JUMPER FORGES DOCUMENTS PURPORTING TO GIVE HIM AUTHORITY TO ACT AS A FIDUCIARY FOR THE SNOW SHOE PENSION PLAN.

28. On April 27, 2007, Jumper forged Snow Shoe Owner's signature on a document entitled "Board of Directors Resolution" that purported to authorize the transfer of custody and management of the Snow Shoe Pension Plan assets from the bank that had custody of the assets to the Memphis, Tennessee office of a Wall Street broker-dealer, effective May 1, 2007.

29. In this instance, Jumper forged Snow Shoe Owner's signature as "Authorized Officer" and signed his own name as "Secretary."

30. That same day, Jumper signed an "Institutional Trust Agreement" between the broker-dealer and the Snow Shoe Pension Plan. Upon receipt of the Snow Shoe Pension Plan assets, the broker-dealer, at Jumper's direction, invested the assets in a model portfolio consisting primarily of fixed income and equity securities.

31. Later, on January 8, 2008, Jumper signed a "Named Fiduciaries and Authorized Signatures Information" form as the "V.P. of Finance" of Snow Shoe and submitted it to the broker-dealer. Jumper signed similar forms again on October 26, 2012, March 20, 2014 and August 27, 2014. Jumper, however, had no

such title nor did he have authorization from anyone at Snow Shoe to sign such a form.

32. All of these documents were forgeries or otherwise unauthorized because Jumper had no power to act on behalf of Snow Shoe or the Pension Plan.

33. At no time did Jumper have any title or position, including Secretary, with Snow Shoe or the Snow Shoe Pension Plan, or have the authority to sign the “Institutional Trust Agreement” on behalf of the Pension Plan.

34. Jumper did not disclose to anyone at Snow Shoe or the Pension Plan that he had taken these actions on their behalf.

35. Later in 2008, the broker-dealer that Jumper had chosen when transferring the Pension Plan funds was purchased by a bank, and the broker-dealer thereafter became a wealth management division of that bank.

III. JUMPER FRAUDULENTLY TRANSFERS \$3 MILLION FROM THE SNOW SHOE PENSION PLAN FOR PERSONAL GAIN.

36. In early 2015, a group of business associates of Jumper, some of whom worked at Alluvion Securities and Alluvion Investments, LLC (“ATA Investors”), were in discussions to acquire an entity called American Tubing Arkansas, LLC (“ATA”). The ATA Investors planned to finance the transaction using a combination of tax credits and bank loans.

37. At a late stage of the acquisition negotiations, however, the ATA Investors realized that they did not have sufficient capital to acquire ATA.

38. When Jumper became aware of the shortfall, he offered to provide the funds to complete the acquisition financing. On March 20, 2015, using his forged fiduciary authority over the Snow Shoe Pension Plan, Jumper instructed the transfer of \$3,000,000 to an investment vehicle entity owned by the ATA Investors called American Investments Fund I, LLC (“AIF I”).

39. Jumper drafted a letter on Snow Shoe letterhead to the wealth management division of the bank that had custody of the Snow Shoe Pension Plan assets authorizing the transfer. Jumper signed the letter as “Vice President.”

40. In return for the funds from the Snow Shoe Pension Plan, AIF I issued a 10-year promissory note at 8% interest to the Snow Shoe Pension Plan. AIF I then used the funds to complete the acquisition of ATA in late March 2015.

41. Jumper directly profited from the ATA acquisition. Jumper arranged for payments to his broker-dealer, Alluvion Securities, which were purportedly for “services” it rendered in connection with the ATA transaction. The contract with ATA provided for and resulted in payments to Alluvion Securities of 3% of the acquisition price of ATA (which amounted to \$540,000 in ill-gotten gains) and an ongoing \$40,000 monthly “monitoring fee.”

42. Jumper was not, and had never been, a “Vice President” for Snow Shoe. No one at Snow Shoe or the Pension Plan with authority to authorize any

transfers from the Snow Shoe Pension Plan was aware of, or in any way approved, this letter or the transfer.

IV. JUMPER FRAUDULENTLY TRANSFERS ANOTHER \$2 MILLION FROM THE SNOW SHOE PENSION PLAN FOR PERSONAL GAIN.

43. On November 20, 2015, Jumper misappropriated an additional \$2,000,000 from the Snow Shoe Pension Plan.

44. On that day, Jumper submitted a letter on Snow Shoe letterhead to the Snow Shoe Pension Plan custodian outlining the creation of a so-called “separate trust,” with Jumper appointed as the “successor trustee” to the new trust. Relief Defendant AIF II is an LLC Jumper formed in August 2015 that became the vehicle for the “separate trust.” Jumper is the principal owner of AIF II.

45. Jumper signed this letter as “Vice President” of Snow Shoe. Jumper attached to the letter phony board resolutions, on which Jumper forged Snow Shoe Owner’s signature, authorizing the creation of the AIF II separate trust and the transfer of \$2,000,000 in Pension Plan funds to that trust.

46. As before, Jumper was not, and had never been, a “Vice President” for Snow Shoe. No one at Snow Shoe or the Pension Plan authorized the creation of a separate trust, or appointed Jumper as a trustee.

47. The board resolutions were falsified, as no one at Snow Shoe with authorization to make any of these arrangements signed the resolutions. Jumper

did not have Snow Shoe Owner's permission to sign on his behalf, nor did Jumper ever disclose to Snow Shoe Owner that Jumper had done so.

48. Jumper never disclosed these acts to any representative of Snow Shoe or its Pension Plan.

49. In exchange for the \$2,000,000, the Snow Shoe Pension Plan received a promissory note from AIF II. The note provided for deferred 8% interest per annum for 10 years.

50. The first payment under the note was due on November 18, 2017. Upon information and belief, no interest or other payments have been made in accordance with the terms of the note.

51. After submitting the forged documents, Jumper began using AIF II as a means to misappropriate funds from the Snow Shoe Pension Plan.

52. Jumper first instructed the bank to transfer \$2,000,000 from the Pension Plan into a bank account owned by AIF II. He then transferred some of the \$2,000,000 from AIF II to bank accounts belonging to other Jumper-owned businesses or Jumper's personal bank accounts, where the money was used for personal expenses.

V. JUMPER MISAPPROPRIATES AN ADDITIONAL \$700,000 FROM THE SNOW SHOE PENSION PLAN FOR PERSONAL GAIN.

53. On February 16, 2016, Snow Shoe Owner was informed by an actuary to the Snow Shoe Pension Plan that a total of \$5,000,000 had been transferred out of the plan by Jumper between March and November 2015.

54. Snow Shoe Owner contacted Jumper to inquire about the whereabouts of the missing funds. Jumper responded that the funds were invested in promissory notes. He did not disclose that he had forged Snow Shoe Owner's signature and/or created fake documents to effect the fraudulent transfers, nor did he disclose the personal financial gain he had derived from those transfers.

55. Two days later, Jumper ordered the transfer of an additional \$700,000 from the Snow Shoe Pension Plan to AIF II in exchange for another promissory note with the same terms as the previous AIF II note. The first payment under this new note was due on February 18, 2018. Upon information and belief, no interest or other payments have been made in accordance with the terms of the note.

56. In order to effectuate this final transfer, Jumper again drafted a letter on Snow Shoe letterhead to the Pension Plan's custodian bank outlining the terms of the transfer to a "separate trust" and signed as "Vice President."

57. Jumper again submitted phony board resolutions authorizing the transfer, and again forged Snow Shoe Owner's signature on them.

58. As before, Jumper was not, and had never been, a “Vice President” for Snow Shoe. No one at Snow Shoe or the Pension Plan authorized the creation of a separate trust.

59. The board resolutions were falsified, as no one at Snow Shoe with authorization to make any of these arrangements signed the resolutions. Jumper did not have Snow Shoe Owner’s permission to sign on his behalf, nor did Jumper ever disclose to Snow Shoe Owner that Jumper had done so.

60. Jumper never disclosed these acts to any representative of Snow Shoe or its Pension Plan.

VI. JUMPER TRANSFERS THE STOLEN FUNDS TO THE RELIEF DEFENDANTS.

61. During the course of his fraudulent conduct, Jumper transferred ill-gotten gains of approximately \$540,000 to Relief Defendant Alluvion Securities. Alluvion Securities has no legitimate claim to the funds, and provided nothing of value in return for them.

62. During the course of his fraudulent conduct, Jumper transferred ill-gotten gains of approximately \$6,000 to Relief Defendant AIF II. AIF II has no legitimate claim to the funds, and provided nothing of value in return for them.

63. During the course of his fraudulent conduct, Jumper transferred ill-gotten gains of approximately \$730,000 to Relief Defendant Speedee. Speedee has no legitimate claim to the funds, and provided nothing of value in return for them.

64. During the course of his fraudulent conduct, Jumper transferred ill-gotten gains of approximately \$287,000 to Relief Defendant Thousand Hills. Thousand Hills has no legitimate claim to the funds, and provided nothing of value in return for them.

65. During the course of his fraudulent conduct, Jumper transferred ill-gotten gains of approximately \$89,800 to Relief Defendant Evertone. Evertone has no legitimate claim to the funds, and provided nothing of value in return for them.

COUNT I – FRAUD IN THE PURCHASE OR SALE OF SECURITIES

**Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder
[15 U.S.C. § 78j(b); 17 C.F.R. § 240.10b-5]**

[DEFENDANT JUMPER]

66. The Commission realleges and reincorporates paragraphs 1 through 65 as if fully set forth herein.

67. From April 2007 through at least February 2016, Defendant Jumper, in connection with the purchase or sale of securities, by use of means or instrumentalities of interstate commerce or of the mails, or of any facility of any national securities exchange, directly or indirectly:

(a) made untrue statements of material facts and omitted to state facts necessary to make the statements made, in light of the circumstances under which they were made, not misleading, including falsifying documents to give the appearance that he had authority over the Pension

Plan, using that illicit authority to fraudulently transfer approximately \$5,700,000 of Pension Plan funds to himself, and using those funds for personal gain; or

(b) engaged in acts, practices or courses of business which operated or would operate as a fraud or deceit, including falsifying documents to give the appearance that he had authority over the Pension Plan, using that illicit authority to fraudulently transfer approximately \$5,700,000 of Pension Plan funds to himself, and using those funds for personal gain.

68. Defendant Jumpers' misrepresentations, omissions, and acts, practices or courses of business which operated as a fraud or deceit were material because, absent his misconduct, the Pension Plan funds would not have been transferred and then dissipated by Jumper.

69. Defendant Jumper acted with scienter by knowingly or with severe recklessness making the above-referenced misrepresentations and omissions, and engaging in acts, practices or courses of business which operated as a fraud or deceit. Jumper knew, or was severely reckless in not knowing, that he held no position with Snow Shoe, and that he had no authority with respect to the Pension Plan.

70. By reason of the actions alleged herein, Jumper violated Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5].

COUNT II – FRAUD IN THE OFFER OR SALE OF SECURITIES

**Violations of Section 17(a)(1) of the Securities Act
[15 U.S.C. § 77q(a)(1)]**

[DEFENDANT JUMPER]

71. The Commission realleges and reincorporates paragraphs 1 through 65 as if fully set forth herein.

72. From April 2007 through at least February 2016, Defendant Jumper, directly or indirectly, 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, employed a device, scheme or artifice to defraud, including falsifying documents to give the appearance that he had authority over the Pension Plan, using that illicit authority to fraudulently transfer approximately \$5,700,000 of Pension Plan funds to himself, and using those funds for personal gain.

73. Defendant Jumpers' misrepresentations, omissions, and acts, practices or courses of business which operated as a fraud or deceit were material because, absent his misconduct, the Pension Plan funds would not have been transferred and then dissipated by Jumper.

74. Defendant Jumper acted with scienter by knowingly or with severe recklessness making the above-referenced misrepresentations and omissions, and engaging in acts, practices or courses of business which operated as a fraud or deceit. Jumper knew, or was severely reckless in not knowing, that he held no position with Snow Shoe, and that he had no authority with respect to the Pension Plan.

75. By reason of the actions alleged herein, Jumper violated Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)(1)].

COUNT III – FRAUD

**Violations of Section 17(a)(2) of the Securities Act
[15 U.S.C. § 77q(a)(2)]**

[DEFENDANT JUMPER]

76. The Commission realleges and reincorporates paragraphs 1 through 65 as if fully set forth herein.

77. From April 2007 through at least February 2016, Defendant Jumper, directly or indirectly, 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, obtained money or property by means of untrue statements of material fact or 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, including falsifying documents to give the appearance that he had authority over

the Pension Plan, and then stealing approximately \$5,700,000 of Pension Plan funds.

78. Defendant Jumper acted at least negligently in his actions regarding the misrepresentations and omissions alleged herein.

79. By reason of the actions alleged herein, Jumper violated and, unless enjoined, will continue to violate, Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

COUNT IV – DISGORGEMENT OF RECEIVED ILL-GOTTEN GAINS

**Pursuant to Sections 21(d)(5) and 27 of the Exchange Act
[15 U.S.C. §§ 78u(d)(5); 78aa]**

[RELIEF DEFENDANTS]

80. The Commission realleges and reincorporates paragraphs 1 through 65 as if fully set forth herein.

81. Section 21(d)(5) of the Exchange Act provides that “[i]n any action or proceeding brought or instituted by the Commission under any provision of the securities laws, the Commission may seek, and any Federal Court may grant, any equitable relief that may be appropriate or necessary for the benefit of investors.”

82. Section 27 of the Exchange Act gives federal courts jurisdiction over such equitable claims for relief.

83. As set forth in this Complaint, the Relief Defendants have received funds and property from Defendant Jumper that are proceeds resulting from Defendant Jumper's fraudulent misconduct, and are therefore ill-gotten gains.

84. The Relief Defendants have no legitimate claim to, or ownership interest in, the funds. The Relief Defendants did not provide anything of value in return for receipt of the funds.

85. The Relief Defendants have obtained the funds and property alleged above as part of and in furtherance of Defendant Jumper's securities violations, and under circumstances in which it is not just, equitable or conscionable for them to retain the funds and property.

86. As a consequence, pursuant to the equitable doctrines of unjust enrichment and/or constructive trust, the Relief Defendants should be ordered to disgorge the ill-gotten gains received from Defendant Jumper, in the amounts alleged herein.

PRAYER FOR RELIEF

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

(i) finding that Jumper violated the antifraud provisions of the federal securities laws as alleged herein;

(ii) permanently enjoining Jumper from violating Section 17(a) of the Securities Act [15 U.S.C. § 77q(a)], Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Rule 10b-5 thereunder [17 C.F.R. § 240.10b-5];

(iii) ordering Jumper to disgorge his ill-gotten gains and to pay prejudgment interest thereon;

(iv) ordering Jumper to pay a civil monetary 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)];

(v) ordering the Relief Defendants to disgorge the ill-gotten gains they received from Jumper; and

(vi) granting such other relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Commission demands trial by jury in this action of all issues so triable.

Dated this 17th day of April, 2018.

Respectfully submitted,

/s/ W. Shawn Murnahan

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