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13 **UNITED STATES DISTRICT COURT**
 14 **FOR THE DISTRICT OF NEVADA**

| | |
|---|--------------------------------|
| <p>15 SECURITIES AND EXCHANGE 16 COMMISSION, 17 18 Plaintiff, 19 vs. 20 INTERTECH SOLUTIONS, INC., a Nevada 21 Corporation; William Scott Marshall, an 22 individual; and David Michael Naylor, an 23 individual; 24 Defendants, 25 and 26 WEST PORT ENERGY LLC, a private 27 Nevada Limited Liability Company. 28 Relief Defendant.</p> | <p>Case No.:</p> <p>Judge:</p> |
|---|--------------------------------|

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

SUMMARY OF THE ACTION

1. Between February 2014 and December 2016, Defendants Intertech Solutions, Inc. (“ITEC”), William S. Marshall, and David M. Naylor raised over \$7 million from hundreds of

1 investors throughout the United States and Canada through fraudulent, unregistered offerings of
2 common stock and investment contracts.

3 2. In furtherance of the fraud, Defendants ITEC and Marshall made, and Defendant
4 Naylor aided and abetted the making of, numerous false and misleading statements to investors
5 regarding the payment of commissions to certain investor solicitors (the “Solicitors”), the value
6 of ITEC’s primary asset, the timeframe for revenue generation, Marshall’s role as ITEC’s control
7 person, and the related party status of ITEC and the operating company, West Port Energy LLC
8 (“West Port” or “Relief Defendant”).
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10 3. Additionally, Defendants engaged in a scheme to defraud investors by
11 misappropriating investor funds for personal and unrelated business expenses.
12

13 4. Defendants ITEC and Marshall also knowingly provided substantial assistance to
14 the Solicitors, who were neither registered with the Commission as brokers or dealers nor were
15 they associated with a broker or dealer registered with the Commission, in soliciting prospective
16 investors and paid the Solicitors transaction-based payments.
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18 5. By engaging in this conduct, as further described herein, each of the Defendants
19 violated and, unless restrained and enjoined by this Court, may continue to violate Sections 5(a),
20 5(c), and 17(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. §§ 77e(a), 77e(c), and
21 77q(a)] and Section 10(b) the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. §
22 78j(b)] and Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-5].
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24 6. Pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], Defendants
25 ITEC and Marshall are also liable, via aiding and abetting, for the Solicitors’ violations of
26 Section 15(a) of the Exchange Act [15 U.S.C. § 78o], and Defendant Naylor is liable, via aiding
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1 and abetting, for ITEC and Marshall's violations of Section 10(b) of the Exchange Act [15
2 U.S.C. §§ 78j(b)] and Exchange Act Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)].

3 **JURISDICTION AND VENUE**

4 7. The Commission brings this action pursuant to Sections 20(b) and 20(d) of the
5 Securities Act [15 U.S.C. § 77t(b), (g)] and Sections 21(d) and 21(e) of the Exchange Act [15
6 U.S.C. § 78u(d), (e)] to enjoin such acts, practices, and courses of business, and to obtain
7 disgorgement, prejudgment interest, civil money penalties, and such other and further relief as
8 this Court may deem just and appropriate.

9
10 8. The investments, which took the form of common stock and investment contracts,
11 offered and sold by Defendants, are each a "security" as that term is defined under Section
12 2(a)(1) of the Securities Act [15 U.S.C. § 77b(a)(1)] and Section 3(a)(10) of the Exchange Act
13 [15 U.S.C. § 78c(a)(10)].

14
15 9. The Defendants, directly or indirectly, made use of the means or instruments of
16 transportation or communication in interstate commerce, or of the mails, in connection with the
17 conduct alleged in this Complaint.

18
19 10. This Court has subject matter jurisdiction over this action pursuant to Section 22
20 of the Securities Act [15 U.S.C. § 77v], Sections 21(d) and 27 of the Exchange Act [15 U.S.C.
21 §§ 78u(d) and 78aa], and 28 U.S.C. 1331.

22
23 11. Venue in this District is proper because each of the Defendants is found, inhabits,
24 and/or transacted business in the District of Nevada and because one or more acts or transactions
25 constituting the violations occurred in the District of Nevada.

DEFENDANTS

1
2 12. **Intertech Solutions, Inc.** (f/k/a Amwest Imaging Inc.) is a Nevada corporation
3 formed April 2010 with its principal place of business in Scottsdale, Arizona, and purports to be
4 a project finance and management company for mining operations.

5 13. **William Scott Marshall**, age 59, maintains residences in Calgary, Canada, and
6 Cabo San Lucas, Mexico, but also spends considerable time in the Phoenix, Arizona area.
7 Although never officially an officer or director of ITEC, at all relevant times, Marshall acted as
8 ITEC's undisclosed control person.
9

10 14. **David Michael Naylor**, age 54, maintains residences in British Columbia,
11 Canada, and Cabo San Lucas, Mexico, but also spends considerable time in the Phoenix, Arizona
12 area. Naylor originally served as ITEC's CEO and director, but as of April 28, 2014, assumed the
13 role of CFO and director. Naylor is licensed as a Chartered Professional Accountant in Canada.
14

15 15. **West Port Energy LLC**, is a Nevada limited liability company formed on
16 August 1, 2013, with its principal place of business in Scottsdale, Arizona. Based on evidence
17 presently available, staff believes that Marshall is West Port's sole member. West Port was
18 initially formed to acquire and bring into commercial production the gold mining claims that
19 were the subject of ITEC's securities offerings.
20

21 **FACTS**

22 **Background**

23
24 16. In or around late 2012, while exploring potential natural resource ventures,
25 Marshall became acquainted with an individual, C.W., and learned that C.W. owned the rights to
26 several placer gold mining claims in La Paz County, Arizona.
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1 17. Marshall proposed that he and C.W. go in on a business venture in order to
2 commercially develop C.W.'s mining claims. C.W. agreed, and Marshall began pursuing money-
3 raising opportunities.

4 18. On or around August 1, 2013, Marshall formed West Port and became its sole
5 member. That same month, C.W. quitclaimed his La Paz County, Arizona mining claims to West
6 Port (the "West Port Claims").

7
8 19. In or around October 2013, Marshall obtained control of ITEC. Marshall enlisted
9 Naylor—who has a history with Marshall and who has been described as Marshall's "right hand
10 man"—to serve as ITEC's initial sole officer and director and to receive the controlling block of
11 restricted ITEC common stock. Although not named an officer or director of ITEC, Marshall
12 made all major business decisions for ITEC, including determining how ITEC would raise and
13 spend funds, and otherwise controlled ITEC.

14
15 20. On or around November 10, 2013, ITEC and West Port entered into a "Financing,
16 Production & Assignment of Interest Agreement," pursuant to which ITEC was to obtain the
17 necessary funding to bring the West Port Claims into commercial gold production in exchange
18 for a percentage interest in the gross proceeds of any gold obtained from the West Port Claims.
19

20 **ITEC's Securities Offerings**

21 21. In or around February 2014, ITEC initiated an offering of its common stock,
22 which it never registered with the Commission.

23
24 22. To facilitate the common stock offering, Marshall and Naylor created offering
25 documents such as a private placement memorandum ("PPM"), subscription agreement, and
26 offering slide decks, which contained information about the offering and ITEC's business
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28

1 arrangement with West Port. Although both Marshall and Naylor were involved in drafting these
2 offering and solicitation documents, Marshall had ultimate control over their contents.

3 23. Additionally, Marshall enlisted the Solicitors to seek out investors on behalf of
4 ITEC. Marshall also determined the Solicitors' compensation and provided the Solicitors with
5 the offering documents that they would in turn provide to prospective investors.
6

7 24. The Solicitors obtained lead lists of prospective investors who resided throughout
8 the United States and Canada and used those lead lists to engage in cold-call solicitations. After
9 initiating contact with a prospective investor over the phone, the solicitors typically mailed or
10 emailed the PPM, subscription agreement, and slide deck to the prospect, and directed the
11 prospect to visit ITEC's website.
12

13 25. Once persuaded to purchase ITEC stock, investors would execute and submit to
14 ITEC a subscription agreement and send their investment funds via either check or wire to
15 ITEC's bank account, and ITEC would direct its transfer agent to physically issue restricted
16 stock certificates.
17

18 26. Using the investment funds it received through its sale of common stock, ITEC,
19 Marshall's direction, paid the Solicitors commissions ranging from approximately 35% to 50%
20 of the total investment proceeds.
21

22 27. As CFO, Naylor authorized and tracked ITEC's commission payments.

23 28. ITEC ran its common stock offering through December 2016 and raised over
24 \$6 million from hundreds of investors throughout the United States and Canada.

25 29. In addition to offering common stock, beginning in or around August 2014, ITEC
26 also began offering "Sale/Purchase and Processing Agreement for In Situ Au Metal" (the "Gold
27 Contracts").
28

1 30. The Gold Contracts gave investors the right to purchase a specified amount of
2 gold from the West Port Claims' future production at a specified and highly discounted price,
3 relative to the then spot price of gold. The Gold Contracts stated that investors would be
4 investing in gold that was "yet to be mined" and was "currently in situ."

5 31. The Gold Contracts represented that ITEC would deliver the gold 180 days from
6 the date of the contract and gave investors the option of receiving delivery of physical gold or
7 selling the gold to ITEC's designated processing company.

8 32. Solicitation documents sent to prospective gold investors via mail and/or email
9 touted the possibility for gold investors to "earn 60% 80% 100% or more return this year,"
10 access to the type of investment previously available only to "high net worth individuals and
11 venture capital firms," and the chance for a "dramatic change" to an investor's "retirement
12 plans."

13 33. Through its sale of Gold Contracts, ITEC raised over \$1 million from at least 50
14 investors throughout the United States and Canada. Of that amount, ITEC paid 35% as
15 commissions to Solicitors and pooled the remaining investor funds to purportedly pay for mining
16 expenses.

17 34. In connection with the offer and sale of the subject ITEC securities, Defendants
18 ITEC and Marshall engaged in, and Defendant Naylor provided substantial assistance in, the
19 making of misstatements of material fact or omitted to state material facts necessary in order to
20 make the statements made not misleading, and Defendants ITEC, Marshall, and Naylor obtained
21 money or property from ITEC investors thereby.

22 35. Specifically, through the PPMs, gold contracts, slide decks, and information
23 publicized on ITEC's website, ITEC and Marshall made, and Naylor aided and abetted the
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1 making of, misstatements or omissions regarding (a) the payment of commissions to the
2 Solicitors, (b) the value of the West Port Claims, (c) the time required to bring the West Port
3 Claims into commercial gold production and to begin revenue generation, and (d) Marshall's
4 control of ITEC and ITEC and West Port's status as related parties.

5
6 36. With respect to the payment of commissions to the Solicitors, the ITEC PPMs
7 represented that 10% of investor funds would be used for "Discounts & Commissions." No other
8 offering or solicitation document mentioned the payment of commissions. Instead, they disclosed
9 only mining related expenses when discussing uses of proceeds. Contrary to these
10 representations, ITEC used 35% – 50% of investor funds to pay commissions to the Solicitors.

11
12 37. ITEC's offering documents also made material misrepresentations regarding the
13 value of the West Port Claims. The PPMs and slide decks represented that the West Port Claims
14 had a "proven resource" with a "minimum average grade" of 2 to 3 grams of gold per ton of
15 mining material and that the West Port Claims had a "minimum gross value" of "\$273 million."
16 The offering documents failed to mention that these valuation figures were based on limited
17 initial testing conducted by West Port and were never confirmed by an independent geologist.

18
19 38. In fact, A.J., the independent geologist ultimately hired to analyze the West Port
20 Claims, stated in his final, May 2015 report, "It is clear that there has been insufficient
21 exploration to define a mineral resource on [the West Port Claims]. In particular, . . . the average
22 thickness and grade are inadequately known."

23
24 39. The offering documents additionally contained material misstatements regarding
25 the timeframe within which West Port would begin commercial gold extraction on the West Port
26 Claims. The PPMs and slide decks made representations indicating that commercial gold
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1 production would begin within one year of the date of the offering. Additionally, the Gold
2 Contracts stated that ITEC would deliver gold within 180-days from the date of the contract.

3 40. However, before West Port could begin commercial gold production, it was
4 required to obtain extensive regulatory approval, including submitting a mining plan of operation
5 (“MPO”) to the U.S. Bureau of Land Management (“BLM”), obtaining BLM approval of that
6 MPO, and obtaining numerous other federal and state permits. Based on industry standards,
7 completion of this regulatory process could take anywhere from 3 to 10 years from the date an
8 MPO is submitted to the BLM, depending in part on the size of the mining operation.
9

10 41. In this instance, the BLM did not receive West Port’s MPO until at or around
11 November 4, 2014—several months after ITEC began disseminating offering documents that
12 represented West Port would begin commercial gold operations by the end of 2014.
13

14 42. Although ITEC periodically updated its PPM and other offering documents, those
15 documents continued to indicate that commercial gold production and revenue generation were
16 only months away.
17

18 43. In reality, the BLM did not approve of West Port’s MPO until at or around
19 February 2017. In spite of receiving this and other necessary regulatory approvals, to date, West
20 Port has yet to begin commercial operations on the West Port Claims, and neither West Port nor
21 ITEC has generated any revenue.

22 44. The offering documents also failed to disclose Marshall’s role as ITEC’s control
23 person and that ITEC and West Port were related parties, such that their agreement constituted a
24 related-party transaction. The PPMs and slide decks each contained a section disclosing ITEC’s
25 management; none of those disclosures listed Marshall as ITEC’s control person or even
26 mentioned his involvement with the company.
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1 45. Likewise, although the PPMs and slide decks represented that ITEC had executed
2 a “formal definitive gold streaming agreement” with West Port, the documents failed to mention
3 that Marshall controlled both ITEC and West Port, that Naylor was involved in the management
4 of both entities, and that therefore the agreement between ITEC and West Port was a related-
5 party transaction. Instead, the offering documents gave the appearance that the agreement
6 constituted an arms-length transaction skillfully negotiated by ITEC’s management.
7

8 **Misappropriation of Investor Funds**

9 46. In addition to engaging in misstatements and omissions, Defendants also
10 defrauded investors through the misappropriation of investor funds.
11

12 47. As discussed above, ITEC used over \$3 million of investor proceeds to pay
13 exorbitant commissions to the Solicitors.

14 48. Defendants also used hundreds of thousands of dollars of investor funds to pay for
15 personal expenses such as gym memberships, resort stays, personal medical expenses, and a
16 vehicle used exclusively by Marshall, as well as to pay for the expenses of other entities
17 controlled by Marshall or Naylor that provided no goods, services, or other benefit to ITEC.
18

19 **Marshall’s Beneficial Ownership and Sale of ITEC Shares**

20 49. Simultaneous with his involvement in the above misconduct, Marshall
21 surreptitiously benefitted from the resale of ostensibly unrestricted ITEC shares into the public
22 markets.
23

24 50. In or around November 2013, shortly after Marshall obtained control of ITEC,
25 ITEC issued 2.5 million unrestricted shares of its common stock to a Belizean entity named
26 Anvil International Ltd. (“Anvil Belize”), purportedly as the result of the conversion of a
27 promissory note (the “Note”). Although Marshall was, in fact, the beneficial owner of the shares
28

1 issued to Anvil Belize and controlled ITEC, Anvil Belize submitted a “Statement of Non-
2 affiliation” in connection with the Note conversion.

3 51. Anvil Belize deposited the ITEC shares into a brokerage account in its name, and
4 Marshall directed a nominee of his to obtain trading authority over Anvil Belize’s brokerage
5 account.

6
7 52. From April 2014 through April 2016, Anvil Belize sold all 2.5 million ITEC
8 shares held in its brokerage account into the public markets. No registration statement was ever
9 filed pertaining to this sale of ITEC shares.

10 53. In or around August 2014, Marshall directed Naylor to form a Nevada entity,
11 Anvil International Enterprises Ltd. (dba Anvil International Ltd.) (“Anvil Nevada”), to receive
12 the funds obtained from the sale of securities out of Anvil Belize’s brokerage account. Between
13 August 2014 and May 2015, Anvil Belize’s brokerage account made payments of approximately
14 \$767,000 to Anvil Nevada.
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16 **FIRST CLAIM FOR RELIEF**

17 **Violations of Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. § 77e(a), 77e(c)]**
18 ***(Against each Defendant)***

19 54. The Commission re-alleges and incorporates by reference each and every
20 allegation in paragraphs 1–53, inclusive, as if they were fully set forth herein.

21 55. By engaging in the conduct described above, Defendants ITEC, Marshall, and
22 Naylor, directly or indirectly:

23 a. made use of means or instruments of transportation or communication in
24 interstate commerce or of the mails to sell ITEC securities, as to which no registration statement
25 was in effect, through the use or medium of any prospectus or otherwise;
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1 b. carried or caused to be carried through the mails or in interstate
 2 commerce, by any means or instrument of transportation, ITEC securities, as to which no
 3 registration statement was in effect, for the purpose of sale or for delivery after sale; and,

4 c. made use of any means or instruments of transportation or
 5 communications in interstate commerce or of the mails to offer to sell or offer to buy through the
 6 use or medium of any prospectus or otherwise ITEC securities as to which no registration
 7 statement had been filed.
 8

9 56. In regard to the sale of ITEC securities described herein, no exemption validly
 10 applied to the registration requirements described above.
 11

12 57. By reason of the foregoing, Defendants ITEC, Marshall, and Naylor violated and,
 13 unless enjoined, will continue to violate Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §
 14 77e(a), 77e(c)].

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

18 58. The Commission re-alleges and incorporates by reference each and every
 19 allegation in paragraphs 1–53, inclusive, as if they were fully set forth herein.

20 59. By engaging in the conduct described above, each of the Defendants, directly or
 21 indirectly, individually or in concert with others, in the offer and sale of securities, by use of the
 22 means and instruments of transportation and communication in interstate commerce or by use of
 23 the mails have (1) employed devices, schemes, or artifices to defraud; (2) obtained money or
 24 property by means of untrue statements of material fact or omissions to state material facts
 25 necessary in order to make the statements made, in light of the circumstances under which they
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1 were made, not misleading; and (3) engaged in transactions, practices, or courses of business
2 which operated or would operate as a fraud or deceit.

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

6
7 61. With respect to violations of Section 17(a)(1) of the Securities Act, each of the
8 Defendants engaged in the above-referenced conduct knowingly or with sever recklessness.

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

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12 **THIRD CLAIM FOR RELIEF**
13 **Violations of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)] and Exchange Act Rule**
14 **10b-5 [17 C.F.R. § 240.10b-5]**
15 ***(Against each Defendant)***

16 63. The Commission re-alleges and incorporates by reference each and every
17 allegation in paragraphs 1–53, inclusive, as if they were fully set forth herein.

18 64. By engaging in the conduct described above, each of the Defendants, directly or
19 indirectly, individually or in concert with others, in connection with the purchase or sale of
20 securities, by use of the means and instrumentalities of interstate commerce or by use of the
21 mails have (a) employed devices, schemes, and artifices to defraud; (b), as to Defendants ITEC
22 and Marshall, made untrue statements of material facts and have omitted to state material facts
23 necessary in order to make the statements made, in light of the circumstances under which they
24 were made, not misleading; and (c) engaged in acts, practices, and course of business which
25 operated as a fraud and deceit upon purchasers, prospective purchasers, and other persons.

26
27 65. Each of the Defendants engaged in the above-referenced conduct and made the
28 above-referenced untrue and misleading statements knowingly or with severe recklessness.

1 66. By reason of the foregoing, each of the Defendants has violated and, unless
2 enjoined, will continue to violate Section 10(b) of the Exchange Act and Exchange Act Rule
3 10b-5.

4 **FOURTH CLAIM FOR RELIEF**

5 **Violation, via aiding and abetting of Section 10(b) of the Exchange Act [15 U.S.C. § 78j(b)]**
6 **and Exchange Act Rule 10b-5(b) [17 C.F.R. § 240.10b-5(b)]**
7 **(Against Defendant Naylor)**

8 67. The Commission re-alleges and incorporates by references each and every
9 allegation in paragraphs 1–53, inclusive, as if they were fully set forth herein.

10 68. By engaging in the conduct described above, each of Defendants ITEC and
11 Marshall violated Section 10(b) of the Exchange Act and Rule 10b-5(b) thereunder, in that they,
12 directly or indirectly, individually or in concert, in connection with the purchase or sale of
13 securities, by use of the means and instrumentalities of interstate commerce or by use of the
14 mails, have made untrue statements of material facts and have omitted to state material facts
15 necessary in order to make the statements made, in light of the circumstances under which they
16 were made, not misleading; and Defendant Naylor knowingly or recklessly provided substantial
17 assistance to ITEC and Marshall in their achievement of said violations.
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19 69. Pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], any person
20 that knowingly or recklessly provides substantial assistance to another person in violation of a
21 provision of the Exchange Act, or of any rule or regulation issued under the Exchange Act, shall
22 be deemed to be in violation of such provision to the same extent as the person to whom such
23 assistance is provided.
24

25 70. By reason of the foregoing, Defendant Naylor is liable for violations of Section
26 10(b) of the Exchange Act and Exchange Act Rule 10b-5(b) to the same extent as each of
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1 Defendants ITEC and Marshall is liable and, unless enjoined, will continue to violate Section
2 10(b) of the Exchange Act and Exchange Act Rule 10b-5(b).

3 **FIFTH CLAIM FOR RELIEF**
4 **Violations, via aiding and abetting of Section 15(a)(1) of the Exchange Act**
5 **[15 U.S.C. § 78o(a)(1)]**
6 ***(Against Defendants ITEC and Marshall)***

7 71. The Commission re-alleges and incorporates by reference each and every
8 allegation in paragraphs 1–53, inclusive, as if they were fully set forth herein.

9 72. By engaging in the conduct described above, the Solicitors, directly or indirectly,
10 made use of the mails or the means or instrumentalities of interstate commerce to effect
11 transactions in, or to induce or attempt to induce the purchase or sale of, securities without being
12 registered as a broker or dealer with the Commission or associated with a broker-dealer registered
13 with the Commission, and therefore violated Section 15(a)(1) of the Exchange Act [15 U.S.C.
14 § 78o(a)(1)]; and each of Defendants ITEC and Marshall knowingly or recklessly provided
15 substantial assistance to the Solicitors in their achievement of said violations.
16

17 73. Pursuant to Section 20(e) of the Exchange Act [15 U.S.C. § 78t(e)], any person
18 that knowingly or recklessly provides substantial assistance to another person in violation of a
19 provision of the Exchange Act, or of any rule or regulation issued under the Exchange Act, shall
20 be deemed to be in violation of such provision to the same extent as the person to whom such
21 assistance is provided.
22

23 74. By reason of the foregoing, Defendants ITEC and Marshall are each liable for
24 violations of Section 15(a)(1) of the Exchange Act to the same extent as each of the Solicitors is
25 liable and, unless enjoined, will continue to violate Section 15(a)(1) of the Exchange Act.
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PRAYER FOR RELIEF

1
2 WHEREFORE, the Commission respectfully requests that this Court enter a final
3 judgment:

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5 **I.**

6 Permanently restraining and enjoining Defendants ITEC, Marshall, and Naylor from,
7 directly or indirectly, engaging in conduct in violation of Sections 5(a), 5(c), and 17(a) of the
8 Securities Act [15 U.S.C. §§ 77e(a), 77e(c), and 77q(a)] and Section 10(b) of the Exchange Act
9 [15 U.S.C. § 78j(b)] and Exchange Act Rule 10b-5 [17 C.F.R. § 240.10b-5];

10
11 **II.**

12 Permanently restraining and enjoining Defendants ITEC and Marshall from, directly or
13 indirectly, engaging in conduct in violation of Section 15(a)(1) of the Exchange Act
14 [15 U.S.C. § 78o(a)(1)];

15
16 **III.**

17 Permanently restraining and enjoining Defendants Marshall and Naylor from, directly or
18 indirectly, including, but not limited to, through any entity owned or controlled by either of
19 them, participating in the issuance, purchase, offer, or sale of any security in an unregistered
20 offering by an issuer.

21
22 **IV.**

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

26
27 **V.**

1 Ordering Defendants Marshall and Naylor to pay a civil penalty pursuant to Section 20(d)
2 of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. §
3 78u(d)(3)];

4 **VI.**

5 Permanently and unconditionally restraining and enjoining, pursuant to Section 20(g)(1)
6 of the Securities Act [15 U.S.C. § 77t(g)(1)] and Section 21(d)(6)(A) of the Exchange Act [15
7 U.S.C. § 78u(d)(6)(A)], Defendants Marshall and Naylor from participating in any offering of
8 penny stock;

9 **VII.**

10 Permanently prohibiting, pursuant to Section 21(d)(2) of the Exchange Act [15 U.S.C. §
11 78u(d)(2)], Defendants Marshall and Naylor from acting as an officer or director of any issuer
12 that has a class of securities registered pursuant to Section 12 of the Exchange Act [15 U.S.C. §
13 78l] or that is required to file reports pursuant to Section 15(d) of the Exchange Act [15 U.S.C. §
14 78o(d)];

15 **VIII.**

16 Retaining jurisdiction of this action in accordance with the principles of equity and the
17 Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and
18 decrees that may be entered, or to entertain any suitable application or motion for additional
19 relief within the jurisdiction of this Court; and,

20 **IX.**

21 Granting such other and further relief as this Court may deem just, equitable, or necessary
22 in connection with the enforcement of the federal securities laws and for the protection of
23 investors.
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Dated: August 20, 2018.

Respectfully submitted,

SECURITIES AND EXCHANGE COMMISSION

A handwritten signature in blue ink, appearing to read "Amy J. Oliver". The signature is stylized with a large loop for the letter 'O' and a long horizontal stroke extending to the right.

Amy J. Oliver
James J. Thibodeau
Laurie E. Abbott
Attorneys for Plaintiff
Securities and Exchange Commission

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