

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

CLIFTON CURTIS SNEED, JR.

Defendant.

C.A. No.: 3:20-cv-2988

Jury Trial Demanded

COMPLAINT

Plaintiff Securities and Exchange Commission (“SEC”) files this Complaint against Defendant Clifton Curtis Sneed, Jr. (“Sneed” or “Defendant”) and alleges as follows:

SUMMARY OF THE ACTION

1. From approximately November 2014 to December 2019 (“Relevant Period”), Sneed (a/k/a “Kaisan” Sneed) defrauded numerous clients—often targeting members of churches—while acting as an investment adviser. Sneed held himself out as an investment expert who could help investors earn outsized returns and achieve financial independence if they became members of his sole proprietorship, The Trade Group (“TTG”). Clients paid Sneed an upfront fee to join TTG, and Sneed advised them on investing in securities and other investments.

2. TTG was a scam. Sneed lied about his certifications, actively concealed that he had been the subject of multiple regulatory and criminal actions for securities violations, and misrepresented the size and scope of TTG. Sneed also falsely claimed that his investment

recommendations were guaranteed and would quickly generate huge profits. Sneed made these recommendations without disclosing to his clients—the TTG members—that he was being paid or credited commissions on the investments he recommended, which violated the fiduciary duties he owed to his clients.

3. While Sneed’s clients lost at least approximately \$1.1 million as a result of Sneed’s fraudulent conduct, Sneed personally received approximately \$400,000 in advisory fees and undisclosed commissions.

4. By reason of this misconduct, Sneed violated, and unless enjoined will continue to violate, the antifraud provisions of the federal securities laws. The SEC brings this action seeking permanent injunctive relief, disgorgement of ill-gotten gains plus prejudgment interest, civil penalties, and all other equitable and ancillary relief the Court deems necessary.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act of 1933 (“Securities Act”) [15 U.S.C. §§ 77t(b), 77t(d), and 77v(a)], Sections 21(d), 21(e), and 27(a) of the Securities Exchange Act of 1934 (“Exchange Act”) [15 U.S.C. §§ 78u(d), 78u(e), and 78aa(a)], and Sections 209(d) and 214 of the Investment Advisers Act of 1940 (“Advisers Act”) [15 U.S.C. §§ 80b-9(d) & 80b-14]. This action involves—and Defendant advised others as to the advisability of investing in, purchasing, or selling—investment contracts that, as alleged herein, are securities as defined in the Securities Act and the Exchange Act. Further, Defendant directly or indirectly made use of the means or instrumentalities of interstate commerce or the mails in connection with the transactions, acts, practices, and courses of business alleged herein.

6. Venue is proper in this district pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)], Section 27(a) of the Exchange Act [15 U.S.C. § 78aa(a)], and Section 214 of the Advisers Act [15 U.S.C. § 80b-14]. Certain of the transactions, acts, practices, and courses of business constituting violations of the federal securities laws occurred within this district. Sneed also resides in this district.

DEFENDANT

7. Defendant Sneed is currently incarcerated at FCI Seagoville in Seagoville, Texas, pending a criminal trial for related wire and securities fraud charges in *United States v. Sneed et al.*, 3:19-cr-00580-B (N.D. Tex.). Prior to his incarceration, Sneed resided in Cedar Hill, Texas.

FACTUAL ALLEGATIONS

A. Sneed's Background.

8. During the Relevant Period, Sneed held himself out as a financial and investment expert who could help unsophisticated investors earn high returns from supposedly guaranteed investments. However, Sneed has no or minimal financial training.

9. Before and during the Relevant Period, Sneed was repeatedly charged and disciplined for violations of federal and state, civil and criminal securities laws.

10. On or about March 30, 2006, the Utah Attorney General's Office filed a criminal information in Salt Lake County, Utah against Sneed alleging securities fraud and other related charges. On or about February 16, 2007, Sneed pleaded guilty to felony securities fraud and other securities charges. Sneed was sentenced to a prison sentence not to exceed five years, which was suspended, and was ordered to pay restitution.

11. On or about April 3, 2006, the Division of Securities of the Department of Commerce of the State of Utah issued an order to show cause alleging Sneed committed securities fraud and other violations of the Utah Uniform Securities Act. On or about March 30, 2007, Sneed entered into a consent order in which he admitted there was evidence supporting the findings that Sneed willfully made material misrepresentations and omissions in connection with the offer of a security, and that ordered Sneed to cease and desist from further conduct in violation of the Utah Uniform Securities Act and to pay a fine.

12. On or about April 3, 2006, the SEC filed a civil complaint against Sneed in this District (*SEC v. Unlimited Cash Inc., et al.*, No. 3:06-cv-594-K) alleging violations of the antifraud and registration provisions of the federal securities laws. On or about August 18, 2006, and as amended on or about January 11, 2008, the Court entered a consent order against Sneed enjoining him from further violations of the charged provisions.

13. On or about January 28, 2008, the SEC issued an Order Instituting Administrative Proceedings pursuant to Section 15(b) of the Exchange Act, Making Findings, and Imposing Remedial Sanctions against Sneed. Pursuant to Section 15(b)(6) of the Exchange Act, Sneed was barred from association with any broker, dealer, or investment adviser.

14. On or about December 11, 2014, the Texas State Securities Board issued an emergency order that ordered Sneed to cease and desist from engaging in any fraud in connection with the offer or sale of any security in Texas and from engaging in several other violations of the Texas Securities Act.

15. On or about December 15, 2016, the Alabama Securities Commission issued a Cease and Desist order against Sneed ordering him to immediately cease and desist from further offers or sales of any security into, within, or from the State of Alabama.

16. On or about March 13, 2018, the Georgia Commissioner of Securities issued a Cease and Desist and Imposition of Civil Penalties order against Sneed ordering him to cease and desist from all violations of the Georgia Uniform Securities Act.

17. On or about November 6, 2019, the United States Attorney for the Northern District of Texas indicted Sneed in a case related to this case on wire and securities fraud charges, *United States v. Sneed, et al.*, 3:19-cr-00580-B (N.D. Tex.), which is pending.

B. The Trade Group.

18. TTG is Sneed's latest fraudulent scheme. No later than 2014, Sneed began marketing TTG as a vehicle to provide financial and investment advisory services to help clients who needed financial assistance and to provide them an opportunity to access more leveraged investments offering higher rates of return so they could retire, send their children to college, or expand their church.

19. In an e-book Sneed distributed to current and prospective clients during the Relevant Period, Sneed stated that:

[t]he lord called on me to bless others with this knowledge and opportunity to allow them to also live a stress free life. So TTG was created to give Christians an opportunity to live a wealthy and prosperous life. . . . In addition to providing exclusive investment-related advice, private banking goes far beyond managing investments to address a client's entire financial situation. Services include: protecting and growing assets in the present, providing specialized financing solution [sic], creating off-shore accounts for planning retirement and passing wealth on to future generations.

20. Sneed marketed TTG in multiple states using flyers, phone calls, in-person seminars, e-mails, and on his website, with a particular emphasis on targeting pastors and churchgoers. Sneed also employed account managers—essentially salespeople—to broaden his marketing activities across the United States. Sneed supervised the salespeople and trained them how to market his advisory services, including by providing a script for answering questions about TTG.

21. Sneed's primary occupation during the Relevant Period was advising clients through TTG, and his primary source of income was the compensation he received from TTG clients. To obtain Sneed's advisory services, an individual first had to become a TTG member, which was accomplished by executing a membership agreement. Rather than charging periodic asset management fees to his advisory clients (*i.e.*, TTG "members"), Sneed charged an up-front, non-refundable, life-time membership fee. The fee typically ranged between \$5,000 to \$20,000.

22. The membership fees were compensation to Sneed for engaging in the business of advising his clients as to the advisability of investing in, purchasing, or selling securities, as well as other investment opportunities. The membership agreement described investment services that Sneed offered to his clients, including access to purportedly exclusive and pre-vetted securities and other investments that he described without naming in his promotional materials. After prospective clients signed the membership agreement and paid Sneed their fee, Sneed would disclose the names of the investments and advise the clients on how to purchase the investments. In some instances, Sneed took custody of the funds his clients wanted to invest and made the investments on their behalf.

23. Sneed counseled clients about the relative merits of various investment options. He advised some of them to invest in two separate investment contracts purportedly related to digital asset mining pools, which are securities. Sneed also repeatedly counseled his clients against investing in the stock market and other more traditional securities investments, such as mutual funds, exchange-traded securities, and bonds, claiming that these investments would not provide sufficient money for retirement. These recommendations ultimately resulted in his TTG clients losing all or substantially all of their investment funds.

C. The First Digital Asset Mining Pool Investment Contract.

24. In approximately September 2017, Sneed began recommending that his TTG clients enter into investment contracts with a digital asset mining pool that purported to operate internationally in several countries (“First DAMP”). A digital asset mining pool is a collection of linked computers or specialized processors that work to solve a computational problem necessary to win the right to confirm a block of digital asset transactions. Whichever machine solves the problem first receives an award of newly created digital assets, often valued in tens of thousands of dollars. A mining pool shares the problem solving efforts and also shares any resulting awards of new digital assets.

25. The First DAMP provided information about the investment through its website, online videos, and marketing materials that it provided to Sneed. The First DAMP claimed to own digital asset mining equipment worth \$720 million and asserted that this equipment and its five years of large-scale mining experience gave it a significant competitive advantage in mining digital assets. The First DAMP was a pooled investment, and it promised guaranteed returns without any effort or work by investors.

26. Between approximately September 2017 and March 2018, Sneed, who received undisclosed commissions from the First DAMP, actively recommended and promoted the First DAMP to his current and prospective advisory clients as a safe and profitable investment. Sneed did this using e-mails, information posted on the internet, in-person consultations, and marketing materials that he received from the First DAMP, but that he revised to include TTG's name and his e-mail address.

27. For example, Sneed falsely claimed in an October 3, 2017 blast e-mail to his advisory clients about the First DAMP investment:

[w]hen opening [a First DAMP] account, there is an insurance issued against the account holder's funds, which protects against any loss of principle (sic). There is no other trading platform in the world that insures the clients principle (sic) ... Most of you are trying to come up with a strategy for creating wealth. Being a member of TTG and having access to our investment products will accomplish that task in as little as one year.

28. To further illustrate, in mid-2017, Sneed recommended the First DAMP to an 81-year-old widow in Desoto, Texas during an in-person meeting. Sneed told her the investment was guaranteed and insured, would yield returns of 25% to 60% *per month*, and she would receive a guaranteed return of \$15,000 within 90 days. Sneed contacted the client repeatedly until she sent the entire TTG advisory fee and the funds for the First DAMP investment, which she did in January 2018.

29. Sneed did not contact his client again after he had her money. The widow ultimately contacted Sneed's wife in May 2018 to ask for the \$15,000 payment, which she had been promised by Sneed that she would receive within 90 days of investing. Sneed's wife told her that the person in charge at the First DAMP had been kidnapped and killed in Ecuador, and that the First DAMP had stopped responding to inquiries and closed its website. There was no

insurance or other protections against losses, and the elderly widow and several other TTG clients who invested in the First DAMP based on Sneed's recommendation lost all of their money.

D. The Second Digital Asset Mining Pool Investment Contract.

30. A few months later, Sneed began recommending that his clients enter into investment contracts with another overseas digital asset mining pool ("Second DAMP"). The Second DAMP claimed to offer "a cloud hashing platform" that enabled investors to profit from digital asset mining "without managing the hardware and equipment needed to mine cryptocurrencies" using "shared processing power." The Second DAMP purported to guarantee investors annual investment returns of up to 400% without any investor effort or input.

31. Between approximately August 2018 and January 2019, Sneed, who expected to receive undisclosed commissions from the Second DAMP, actively and falsely recommended and promoted the Second DAMP to current and prospective advisory clients as a guaranteed investment. Sneed did this using e-mails, in-person consultations, and marketing materials that he received from the Second DAMP, and that he again doctored to include TTG. Sneed and his salespeople directed TTG clients how to transmit funds to the Second DAMP using wire transfers or bitcoin. Sneed's clients again lost all their money when the Second DAMP's overseas promoters stopped communicating with investors and took down their website after failing to return funds or pay promised returns.

32. The TTG clients who invested in the First DAMP or Second DAMP, or both, paid money using wire transfers, checks, or with bitcoin for their interests, and they were promised significant returns to be generated by the pooled output from the digital asset mining equipment,

with no role for the TTG clients beyond funding their investments. The TTG clients depended upon the claimed expertise of the promoters of the digital asset mining pools, and their fortunes were solely linked to the efforts of the promoters in obtaining and profitably operating the digital asset mining equipment. The TTG clients' role was entirely passive, and they had a reasonable expectation of profits to be derived, if at all, entirely from the managerial efforts of the promoters operating the digital asset mining pools.

E. Sneed Deceived and Defrauded His Advisory Clients.

33. In marketing and providing his investment advisory services and offering the First DAMP and Second DAMP securities to current and prospective clients throughout the country, Sneed misrepresented and omitted material facts and engaged in numerous deceptive acts.

1. Sneed misrepresented his background.

34. Sneed did not disclose his criminal conviction, the various state cease-and-desist orders, the permanent injunction and bar the SEC obtained against him, or any other aspect of his disciplinary history to current or prospective clients. Rather, Sneed took steps to actively hide his disciplinary history, telling his salespeople:

To help you eliminate the nonsense on the internet with respect to the bull[xxxx] SEC ruling 10 years ago here is what you should do. DON'T use my name when marketing. All of you who know me, knows (sic) that I won that case, but the arrogance of the SEC will not go back and show that after their investigation I proved them wrong....The same holds true for the cease and desist issued by the state securities board in December. That too is bull[xxxx]. I have told people don't believe everything you read on the internet.... Inform your clients that the presenter of the seminar is Lamont Davenport. . . . DON'T MENTION MY NAME. This will avoid you having to defend the bull[xxxx] on the internet.

35. Sneed also adopted various pseudonyms (*e.g.*, Lamont Davenport), and directed his salespeople to refer to him by a fake name or not at all. When pressed about why he did not

want his real name used, Sneed admitted that people who learned the truth would not become TTG clients, because they would be afraid that they “might lose money or whatever.”

36. Sneed further misrepresented his background by falsely claiming to hold a variety of certifications. Sneed falsely told current and prospective advisory clients, including in e-mails and marketing materials that he sent out during the Relevant Period, that he was a certified financial planner, a certified senior advisor, and/or a certified asset protection specialist. In fact, Sneed, upon information and belief, never held any of these certifications, as he knew.

2. Sneed misrepresented the size and scope of his advisory business.

37. Sneed operated TTG from his home, and he had at most approximately 100 TTG clients. To attract new clients, Sneed falsely claimed to lead a much larger and more established operation. Sneed represented in a series of flyers disseminated via e-mail in 2017 that TTG was one of the largest investment firms in the world, had 30,000 private members, 550,000 account holders, and received thousands of requests weekly for investments. Sneed made similar representation in marketing materials disseminated in 2018. Sneed knew that none of these claims were true.

38. Sneed also misrepresented TTG’s scope by repeatedly adopting claims from third-parties as if they were controlled by or associated with TTG itself, and by falsely claiming that the investment opportunities he was promoting were exclusive to TTG clients. For example, he claimed in e-mails and marketing flyers in 2017 that TTG “was the world’s number 1 trading provider” with over 150 million orders filled to date with clients from over 173 countries with billions deposited to date, and that TTG did all the trading for TTG clients. Sneed knew these claims, which he took from the First DAMP’s marketing materials, were false. As another

example, Sneed told a prospective client in a December 2018 email that only TTG members could invest in the crypto currency mining investment being offered, which Sneed knew was false. Sneed also revised the First DAMP and Second DAMP marketing materials to falsely make it appear that TTG had a direct role in those ventures.

3. Sneed misled investors about investment returns and safety.

39. Sneed represented to current and prospective TTG clients in 2017 and 2018 that the First DAMP would pay 25% to 60% *monthly* returns and that the returns were guaranteed and insured. Sneed conducted no meaningful due diligence on the First DAMP, did not verify the accuracy of his representations, and had no reasonable basis for making them. Sneed falsely led his current and prospective TTG clients to believe that he had thoroughly vetted his representations about the First DAMP investment, and he dismissed concerns raised by clients who recently lost their entire investments in other offerings that Sneed promoted without adequate due diligence in the months and years before.

40. Sneed represented to current and prospective TTG clients in 2018 and 2019 that the Second DAMP would pay 400% annual returns, that returns were guaranteed, and that it was safer than investing in the stock market. Sneed also told current and prospective TTG clients that by investing in the Second DAMP, they could turn \$100,000 into \$1.6 million in two years. Sneed likewise conducted no meaningful due diligence on the Second DAMP, did not verify the accuracy of his representations, had no reasonable basis for making them, and in fact was concerned that the Second DAMP was misleading him and investors based on his recent experience with the First DAMP. Sneed again did not disclose this to his current and prospective

TTG clients, and instead falsely led them to believe that he had thoroughly vetted his representations about the Second DAMP investment.

41. Sneed also provided deceptive materials to his salespeople to use in their marketing efforts. For example, he provided his salespeople with a screen shot showing an investment account with a 45% weekly profit on an investment in a binary options managed trading offering that he claimed was an account he had opened for his grandchildren. In a May 2018 e-mail, Sneed told the salespeople to claim to prospective TTG clients that the screen shot represented the salespeople's own trading and investment profits. Anticipating objections to the blatantly deceptive act, Sneed wrote: "[t]o make yourself feel better if you use it just say 'god please forgive me for this little white lie.'" He also wrote and had authority over scripts he provided to the salespeople to use during the Relevant Period in cold-calling prospective investors, including one where Sneed made claims about the Second DAMP providing 400% annual returns.

42. Further, from the first time he was approached by the Second DAMP's promoters in August 2018, Sneed was privately skeptical of the investment and believed his clients were being misled and would get "burnt" with the Second DAMP like they had with the First DAMP, which had taken his clients' investments just months before. Sneed did not disclose these reservations or the facts surrounding the prior loss, and instead promoted the Second DAMP to his current and prospective TTG clients as a safe investment. Sneed only stopped recommending the Second DAMP in late January 2019 after several clients were unable to withdraw funds from the Second DAMP, and he became concerned that the Second DAMP would not pay him his commissions. TTG clients who followed Sneed's recommendation lost their entire investment

when the Second DAMP shut down its website after failing to return principal or pay promised returns in January 2019, and stopped responding to inquiries.

43. To illustrate, in November 2018, Sneed spoke by phone on multiple occasions with a pastor in Jackson, Mississippi. Sneed told the pastor that the Second DAMP was a safe investment that would pay him 400% returns. Based on Sneed's advice and recommendation, the pastor joined TTG and invested \$5,000 in the Second DAMP. The pastor's local bank refused to wire his investment to the Second DAMP's bank in Dubai, and so Sneed directed the pastor to send Sneed this \$5,000 investment, which Sneed himself then wired to the Second DAMP on behalf of the pastor in late November 2018. The pastor lost his entire investment.

44. Sneed obtained his up-front fee by means of the material misstatements and omissions about the First DAMP and Second DAMP. Sneed often pitched the benefits of becoming an advisory client contemporaneous with sales pitches about his purportedly exclusive investments, including the First DAMP and Second DAMP, and one or more clients paid Sneed a membership fee in order to invest in the First DAMP and/or Second DAMP. As alleged further below, Sneed also obtained or was credited a commission each time one of his clients invested in the First DAMP or Second DAMP.

4. Sneed failed to disclose conflicts of interest.

45. Several of the companies that Sneed recommended to clients as investments promised to pay Sneed referral commissions. But Sneed never disclosed these arrangements to his clients. For example, Sneed was promised 30% and 10% referral commission for each of his clients' investments in the First DAMP and Second DAMP, respectively. The First DAMP paid Sneed commissions before it shut down. The Second DAMP credited Sneed commissions and

paid them into Sneed's account at the Second DAMP, but the venture shut down before Sneed withdrew the funds from his account.

46. Sneed actively recommended the First DAMP and Second DAMP investments to his clients, but he never disclosed that he was receiving or being credited commissions. When asked about his commission-disclosure practices, Sneed responded: "[t]here is no disclosure to nobody about nothing." Clients followed Sneed's advice and invested in the First DAMP, the Second DAMP, and other recommended investments without the opportunity to consider Sneed's conflicts of interest.

47. While Sneed's clients lost at least approximately \$1.1 million as a result of Sneed's fraudulent conduct, Sneed personally received approximately \$400,000 in advisory fees and undisclosed commissions on investments that he recommended to TTG clients.

FIRST CLAIM FOR RELIEF

Violations of Sections 206(1) and (2) of the Advisers Act

48. The SEC reallages and incorporates by reference each and every allegation contained in the paragraphs above.

49. By engaging in the conduct described herein, Defendant, directly or indirectly, singly or in concert with others, through the use of the mails or any means or instrumentality of interstate commerce, while acting as an investment adviser within the meaning of Section 202(11) of the Advisers Act [15 U.S.C. § 80b-2(11)] has (a) employed devices, schemes, and artifices to defraud any client or prospective client; and (b) has engaged in transactions, practices, and courses of business which operate as a fraud or deceit upon any client or prospective client.

50. With regard to his violations of Section 206(1) of the Advisers Act, Defendant acted with scienter and engaged in the referenced acts knowingly and/or with severe recklessness. With regard to his violations of Sections 206(2), Defendant acted at least negligently.

51. By reason of the foregoing, Defendant has violated, and unless enjoined will continue to violate, Sections 206(1) and (2) of the Advisers Act [15 U.S.C. §§ 80b-6(1)-(2)].

SECOND CLAIM FOR RELIEF

Violations of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder

52. The SEC reallages and incorporates by reference each and every allegation contained in the paragraphs above.

53. By engaging in the conduct described herein, Defendant, directly or indirectly, singly or in concert with others, by the use of the means or instrumentalities of interstate commerce and/or or by use of the mails, in connection with the purchase or sale of securities: (a) employed devices, schemes, and artifices to defraud; and/or (b) made untrue statements of a material fact and omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and/or (c) engaged in acts, practices, and courses of business which operate or would operate as a fraud and deceit upon purchasers, prospective purchasers, and any other persons.

54. Defendant acted with scienter and engaged in the referenced acts knowingly and/or with severe recklessness.

55. By reason of the foregoing, Defendant has violated and, unless enjoined will continue to violate, 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].

THIRD CLAIM FOR RELIEF

Violations of Section 17(a) of the Securities Act

56. The SEC reallages and incorporates by reference each and every allegation contained in the paragraphs above

57. By engaging in the conduct described herein, Defendant, directly or indirectly, singly or in concert with others, in the offer or sale of securities, by use of the means and instrumentalities of interstate commerce and/or by use of the mails have: (a) employed devices, schemes, and artifices to defraud; and/or (b) obtained money or property by means of untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and/or (c) engaged in transactions, practices, and courses of business which operate or would operate as a fraud and deceit upon the purchasers.

58. With regard to Defendant's violations of Section 17(a)(1) of the Securities Act, Defendant acted with scienter and engaged in the referenced acts knowingly and/or with severe recklessness. With regard to Defendant's violations of Sections 17(a)(2) and 17(a)(3) of the Securities Act, Defendant acted at least negligently.

59. By reason of the foregoing, Defendant has violated and, unless enjoined will continue to violate, Section 17(a) of the Securities Act [15 U.S.C. § 77q].

JURY TRIAL DEMAND

The SEC demands a trial by jury on all issues that may be so tried.

RELIEF REQUESTED

Therefore, the SEC respectfully requests that this Court:

(a) Permanently enjoin Defendants from violating Sections 206(1) and (2) of the Advisers Act [15 U.S.C. §§ 80b-6(1) and (2)], Section 17(a) of the Securities Act [15 U.S.C. § 77q], and 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];

(b) Permanently enjoin Sneed 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 securities; provided however that such injunction shall not prevent him from purchasing or selling securities for his own personal account;

(c) Order Defendant to disgorge all ill-gotten gains obtained as a result of the conduct described herein, plus prejudgment interest thereon;

(d) Order Defendant to pay a civil penalty pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)], Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)], and Section 209(e) of the Advisers Act [15 U.S.C. § 80b-9(e)]; and

(e) Grant such further relief as this Court may deem just and proper.

Dated: September 28, 2020

Respectfully submitted,

/s/ Keefe M. Bernstein

Keefe M. Bernstein

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