

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.

SECURITIES AND EXCHANGE COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	
)	
CONCORDE AMERICA, INC.,)	
ABSOLUTE HEALTH AND FITNESS, INC.,)	
HARTLEY LORD, DONALD E. OEHMKE,)	
BRYAN KOS, THOMAS M. HEYSEK,)	
ANDREW M. KLINE, AND PAUL A. SPREADBURY)	
)	
Defendants,)	
)	
DASILVA, SA, VANDERLIP HOLDINGS, NV,)	
CHIANG ZE CAPITAL, AVV,)	
RYZCEK INVESTMENTS, GMBH,)	
BARRANQUILLA HOLDINGS, SA,)	
)	
Relief Defendants.)	
)	
)	

COMPLAINT

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

1. This Complaint arises out of two classic “pump and dump” schemes that have defrauded investors. The Commission brings this action to permanently restrain and enjoin Defendants Concorde America, Inc., Absolute Health and Fitness, Inc., Hartley Lord, Donald E. Oehmke, Bryan Kos, Thomas M. Heysek, Andrew Kline and Paul A. Spreadbury (collectively “Defendants”) from perpetrating these fraudulent stock manipulation schemes.

2. From approximately June through August 2004, Defendants participated in the fraudulent promotion and dumping of Concorde stock. At approximately the same time, from June through December 2004, Oehmke, Kos, Heysek, Kline and Spreadbury engaged in the market manipulation of Absolute Health's stock.

3. Oehmke and Kos instigated both schemes, artificially creating demand for Concorde and Absolute Health stock by falsely promoting the companies and then dumping their shares before investors discovered that neither company had any business or revenues. As a result, Defendants defrauded investors through material misrepresentations and omissions relating to both Concorde's and Absolute Health's operations and profitability.

4. Concorde, the subject of the first scheme, is a publicly held company quoted on the Over-The-Counter Pink Sheets ("Pink Sheets"). From July through August 2004, Defendants Oehmke and Kos, through Heysek, Kline and Spreadbury, flooded the market with unauthorized and false press releases, facsimile and e-mail spams, internet websites, and automatic voice-mail messages all endorsing Concorde as a desirable investment. At least Oehmke and Kos profited from this scheme by selling Concorde shares.

5. At the same time they were manipulating Concorde's stock, Oehmke, Kos, Heysek, Kline and Spreadbury also engaged in the fraudulent promotion and sale of Absolute Health's stock. Absolute Health is a publicly held company also quoted on the Pink Sheets. As planned, Oehmke and Kos reaped illegal profits after dumping their stock on the market.

DEFENDANTS

6. Concorde is a Nevada corporation, with its principal place of business in Boca Raton, Florida. In June 2004, Concorde purchased a publicly traded shell corporation, MBC Food Corporation, which Oehmke controlled, and changed its name and ticker symbol to

Concorde America, Inc., CNDD. Concorde claimed to recruit Latin American workers for employment in Europe; however Concorde had no business operations prior to June 2004 and never placed any workers there.

7. Absolute Health is a Nevada corporation with its purported principal place of business in Greensboro, North Carolina. In September 2004, Nevada revoked Absolute Health's corporate status; however, Oehmke reinstated it in December. On December 15, 2004, the Commission suspended trading of this stock.

8. Lord is a resident of Boca Raton, Florida. He participates in Concorde's day-to-day operations and has authority over all of its activities. In 1981, Lord consented to a permanent injunction against future violations of the anti-fraud provisions of the federal securities laws based on his involvement in a stock manipulation scheme. In addition, Lord was barred from the securities industry in the early 1970s.

9. Oehmke is a resident of Kalamazoo, Michigan. Through various entities, including the Relief Defendants, he bought and sold Concorde and Absolute Health stock during the touting of both companies. In addition, Oehmke controlled a shell corporation that masqueraded as Absolute Health. In 1991, the NASD barred Oehmke from association with any member of the NASD for: participating in a fraudulent scheme to make improper use of customer funds, disseminating misleading sales literature, and failing to maintain adequate supervisory procedures, among other things. Oehmke was also fined \$150,000.

10. Kos is a resident of Montreal, Quebec, Canada. Kos hired Heysek and Kline to prepare analyst reports, to promote Concorde and Absolute Health. He also hired Spreadbury to prepare press releases, tout sheets and voice-mail scripts about both companies. In addition, Kos hired Heysek to conduct a video interview touting Absolute Health.

11. Heysek is a resident of San Francisco, California. Heysek prepared an analyst report for Kos concerning Concorde and participated in a promotional video for Absolute Health. Heysek has been associated with three broker-dealers that terminated him for misconduct ranging from unauthorized trading to improper handling of customer funds.

12. Kline is a resident of San Francisco, California. Between May and September of 2004, Kos retained Kline to prepare analyst reports on Concorde and Absolute Health. Kline previously served a five-year sentence in a Bolivian jail for a drug offense.

13. Spreadbury is a resident of Pensacola, Florida. Kos retained Spreadbury in April 2004 to prepare press releases, tout sheets and websites promoting Concorde and Absolute Health.

RELIEF DEFENDANTS

14. DaSilva, SA, is a company incorporated in Anguilla in June 2004. DaSilva maintains a brokerage account at Sunstate Equity Trading, Inc. in Tampa, Florida. Oehmke has trading authority over this account. On June 29, 2004, Oehmke acquired ten million shares of Concorde stock through a reverse merger with Concorde. He transferred two million shares to an account at Sunstate in DaSilva's name. From July through August 2004, Oehmke sold the Concorde stock during the promotional campaign, netting DaSilva approximately \$1.8 million in illegal profits.

15. Vanderlip Holdings, NV, is a company incorporated in Anguilla in June 2004. Oehmke has trading authority over Vanderlip's brokerage account at Sunstate. In July 2004, Oehmke transferred approximately two million shares of Concorde stock for the benefit of the Vanderlip account. In August 2004, Oehmke ordered the sale of the stock, netting Vanderlip more than \$4,330,000 in illegal profits.

16. Chiang Ze Capital, AVV, is a Trinidadian corporation which held accounts at Sunstate as well as Electronic Access Direct, Inc. in Sarasota, Florida. Oehmke and Kos had trading authority over the Chiang Ze accounts. In July 2004, Oehmke transferred one million shares of Concorde stock for the benefit of the Chiang Ze's account at Sunstate. In August 2004, Oehmke and Kos sold Chiang Ze's shares of Concorde, netting it more than \$1,696,600 in profits. In May 2004, Kos acquired 3.5 million shares of Absolute Health stock for the benefit of Chiang Ze's account at Sunstate and sold more than 500,000 shares, netting approximately \$623,000 in profits. In October 2004, Kos transferred the remaining Absolute Health shares to a Chiang Ze account at Electronic Access and then sold the shares, netting approximately \$4.5 million. In total, Kos sold nearly 3.5 million shares of Absolute Health for a profit of approximately \$5.1 million.

17. Ryzcek Investments, GMBH is a Trinidadian corporation which held accounts at Sunstate, Electronic Access and Newbridge Securities Corporation, a brokerage house in Ft. Lauderdale, Florida. Oehmke had trading authority for the Ryzcek accounts at Sunstate, Electronic Access and Newbridge. In addition, Oehmke is listed as the contact person for Ryzcek at Sunstate. From May to July 2004, Oehmke acquired 6,055,000 shares of Absolute Health stock for the benefit of the Ryzcek account. Ryzcek still holds more than six million of these shares.

18. Barranquilla Holdings, SA is a company incorporated in Anguilla which held accounts at Newbridge and Electronic Access. Oehmke had trading authority for both Barranquilla accounts. In July 2004, Oehmke transferred one million shares of Concorde stock into the Barranquilla account at Newbridge. In August 2004, Barranquilla netted approximately \$5,233,700 in profits from the sale of Concorde stock. In addition, Oehmke acquired 4.5 million

shares of Absolute Health stock in May 2004 for the benefit of the Barranquilla account at Newbridge. In August 2004, Oehmke bought and sold more than 20,000 shares of Absolute Health stock through the Barranquilla account at Newbridge for a profit of approximately \$11,000. Oehmke then transferred the remaining shares to a new Barranquilla account at Electronic Access, selling nearly 4.5 million shares of Absolute Health stock in mid-November to early December 2004. Through these sales, Oehmke realized a net profit of approximately \$9.5 million.

JURISDICTION AND VENUE

19. The Court has jurisdiction over this action pursuant to Sections 21(d), 21(e), and 27 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78u(d), 78u(e) and 78aa.

20. This Court has personal jurisdiction over Defendants and venue is proper in the Southern District of Florida because Defendants’ acts and transactions constituting violations of the Exchange Act occurred in the Southern District of Florida.

21. Defendants, directly and indirectly, have made use of the means and instrumentalities of interstate commerce, the means and instruments of transportation and communication in interstate commerce, and the mails, in connection with the acts, practices, and courses of business set forth in this Complaint.

THE FRAUDULENT SCHEME

A. Concorde’s Reverse Merger

22. In mid-June 2004, Lord met with Oehmke and Kos to discuss a proposed reverse merger between Concorde and MBC, a publicly traded shell corporation Oehmke owned.

Concorde was purportedly in the business of sending Latin American agricultural workers to Europe.

23. During that meeting, Oehmke and Kos revealed their plans to promote Concorde, which included a videotaped interview with Lord. Lord told Oehmke and Kos these plans were premature because Concorde had no business operations and had not yet sent any workers to Europe.

24. During that same meeting, after Kos signed a confidentiality agreement with Concorde, Lord provided Kos with portions of an agreement he claimed obligated Concorde to provide 150,000 workers in 2004, and 50,000 workers in 2005, to a Spanish company by the name of Almerimar, S.A. (“Almerimar Agreement”). Lord also showed Kos charts depicting Concorde’s projected gross income and placement of workers under the Almerimar Agreement for 2004 and 2005.

25. A few days later, Oehmke and Lord entered into an agreement under which Oehmke, through his consulting company, offered Lord \$1 million for 10 million shares of Concorde stock. Oehmke received all the shares but initially paid Lord only a portion of the \$1 million.

B. Pumping the Stock

1. The Analysts’ Reports

26. Even before the June meeting with Lord, Kos retained Heysek and Kline to prepare analyst reports about Concorde. Despite Lord’s misgivings about promoting Concorde, Oehmke and Kos proceeded to coordinate the promotional campaign.

27. In the course of preparing their analyst reports, Heysek and Kline communicated by phone and e-mail with Lord five to ten times about Concorde’s operations and future

business. For example, in a June 18, 2004 e-mail to Heysek, Lord cautioned him not to “deviate from the party line,” of Concorde providing Spanish-speaking workers to European businesses.

28. Heysek finished a draft of his report in late June, and sent it to Oehmke, Kos, and Lord for approval. The draft report made baseless share price and revenue projections. For example, Heysek predicted Concorde’s share price would rise from \$3 per share to a \$6.69 “near-term target price” and between \$25 to \$30 within 12 months. He also estimated revenue and net income for Concorde of \$630 million and \$399 million, respectively, for 2004, \$673 million and \$465 million, respectively, for 2005, and \$421 million and \$289 million, respectively, for 2006. Heysek based these projections on information Kos provided and the charts Lord gave him. The Heysek report projected significant revenues in 2006, even though the Almerimar Agreement, Concorde’s only actual or purported contract, contemplated the placement of workers only in 2004 and 2005.

29. Heysek knew or was reckless in not knowing his Concorde projections were false and misleading. After reviewing Heysek’s report, Lord told Heysek his projections were “ridiculous,” and that Concorde had not sent any workers to Spain. Although Heysek had never seen the Almerimar Agreement, he told Lord he put the numbers in the report to support selling the stock at \$3 per share. Heysek also knew the charts Lord gave him did not provide any projected revenues or placement of workers for 2006. Although Lord told Heysek his numbers were ridiculous, Heysek did not change his report.

30. Lord, even though he knew the projections in Heysek’s report were impossible for Concorde to achieve and were not based on realistic numbers, still tacitly approved of the contents of Heysek’s report. He knew Kos and Heysek intended to disseminate the report to the

investing public and allowed that to occur even though he knew the report was full of false and misleading information.

31. Oehmke and Kos reviewed and approved Heysek's report, even though they also knew or were reckless in not knowing the information in it was false and misleading. Both Oehmke and Kos met with Lord and knew Concorde could not achieve the spectacular results Heysek's report touted.

32. Heysek's reports appeared on two websites, WinningStockPicks.net and USPennyStocks.com. Kos controlled the websites, with Heysek and Kline providing some content. The website featured Concorde as a "winning pick" and a "Strong Buy Recommendation," with a projected price of \$30 per share.

33. The WinningStockPicks.net website contained the same baseless information as did the Heysek report, including the statement that Concorde stock will "see a price of \$38.00 per share over the next 6 months." The website also repeated Heysek's revenue projections.

34. In addition, the website boasted that Concorde had entered into a three-year contract with the Spanish *government* that would "result in \$2.6 billion in revenue and earnings aggregating \$9.23 a share."

35. The USPennyStocks.com, website, which listed Heysek as a Senior Analyst and Editor, repeated virtually every false statement about Concorde found on WinningStockPicks.net, including claiming that Concorde had contracts with European countries and companies to provide a Latin American workforce. It also projected a \$38 per-share price for Concorde stock in six months.

36. Heysek knew or was reckless in not knowing the information he provided for publication about Concorde on both websites was factually baseless and misleading for the same

reasons he knew or was reckless in not knowing his report was false and misleading – Lord had told him his revenue projections were “ridiculous” and Concorde itself had not projected any 2006 revenue.

37. WinningStockPicks.net hyped Heysek as a “financial guru” and “professional financial analyst” with a “thirty-year career” and “extensive experience in stock investment analysis and financial forecasts.” USPennyStocks.com contained similar information about Heysek’s purported qualifications. However, Heysek failed to disclose on both websites that he was fired from three broker-dealers for unauthorized trading and improper handling of customer funds. In addition, he did not disclose in his report or on the websites that Kos paid him between \$15,000 and \$20,000 monthly for his services.

38. Kline also prepared a report he sent to Kos and Lord for approval in June 2004. It made outlandish projections similar to those in the Heysek report. For example, Kline said he expected Concorde’s share price to rise from \$3 to \$38 in six months, and to \$84 in 12 to 18 months. Kline used the highest possible number of workers Concorde could have placed with Almerimar to compute these projections. However, these figures were not realistic because Concorde had yet to place a single worker anywhere or generate any revenue in 2004.

39. Kline knew or was reckless in not knowing his projections were unrealistic because Lord reviewed the report and told Kline the projections were “ridiculous” because Concorde had not yet placed any workers. Lord also told Kline, who had never even seen the Almerimar Agreement, he was falsely assuming Concorde would be able to provide the maximum number of workers specified in the agreement.

40. Just as with Heysek’s report, Lord knew the statements in Kline’s report were false and the projections were baseless. Yet, to assure that Oehmke paid Concorde the balance

of the \$1 million he had promised to pay for Concorde's stock, Lord initialed and approved the draft of Kline's report. Oehmke and Kos received the initialed report and authorized the dissemination of its contents despite knowing or being reckless in not knowing Concorde's prospects were misrepresented because they knew Concorde had no revenues and had not placed any workers anywhere.

41. Kline then prepared a final version of his report that repeated the misrepresentations and omissions discussed above, and added new false and misleading statements. For example, Kline predicted Concorde's share price would be \$84 in 2006, with estimated revenues of more than \$2 billion and a profit margin of 75.3%. Kline's report falsely told investors that Concorde "is Cash Flow positive now," and "will offer strong profits in its first year of operation." Finally, like Heysek, Kline failed to disclose that the Almerimar Agreement only contemplated the placement of workers in 2004 and 2005, and therefore his revenue and income projections for 2006 were baseless. Oehmke and Kos received this version of Kline's report for dissemination to the public.

42. Kline's report was posted on WinningStockPicks.net and USPennyStocks.com. Both websites touted him as having 20 years of experience in finance, and as a humanitarian whose world experience included "a 5-year stay in South America, where he built and administered rural clinics for the poor and indigenous people of the region." They neglected to disclose one minute detail – his "5-year stay" was in a Bolivian jail, where he was serving a prison sentence on a drug conviction. Kline also did not disclose Kos compensated him for his work on the report and websites.

2. Unauthorized Press Releases

43. Kos hired Spreadbury to write press releases, tout sheets and content for two websites as well as scripts for a voice-mail campaign to promote Concorde.

44. On July 28, 2004, Spreadbury issued his first press release via PR Newswire. The Pink Sheets website and other media outlets also circulated this release. Spreadbury used the Heysek and Kline reports Kos provided him to prepare the press release.

45. The release, entitled “First Global ‘Monster’ Employment Placement Service Launched – Concorde America to Place approximately 200,000 Workers in Spain,” announced Concorde had developed a “unique solution” to the lack of workers in Spain to “perform duties in agriculture, hospitality, sanitation, security and other jobs,” and touted a “new agreement with the Spanish government.” The press release quoted Lord as stating “[t]he recent agreement with Spain is the tip of the proverbial iceberg . . . [o]nce this first contract is underway and others can see for themselves our global solution in action, we anticipate the floodgates to open.”

46. The press release also quoted Julio Aspe, a purported employee of Concorde, claiming that Concorde afforded workers great opportunities. Aspe explained that while Latin Americans earned about \$60 a month in their own countries for domestic or service work “for doing the same work in Spain, Italy or Germany, they can earn over \$1000 a month . . . they can provide their families back home with health and dental insurance and even be part of a pension plan.”

47. Virtually every major fact in this press release was a lie. First, it stated that Concorde had a contract with the Spanish *government*, rather than a Spanish *company*. Second, Spreadbury manufactured the quote from Aspe, who is in fact an associate of Lord’s, but not employed by Concorde. Aspe never made the statement attributed to him. Third, Spreadbury

made up the quote from Lord. In fact, Spreadbury never even spoke to Aspe or Lord before issuing the release, purportedly on behalf of Concorde.

48. Spreadbury knew or was reckless in not knowing the information he published about Concorde was baseless because for starters, he made up the quotes. In addition, he recited facts for which he had no basis or source other than Kos. Even a quick review of the Almerimar Agreement or a brief conversation with anyone at Concorde would have revealed Concorde had no agreement with the Spanish government.

49. Oehmke and Kos reviewed and approved the press release. For the same reasons as Spreadbury, they also knew or were reckless in not knowing it was false and misleading.

50. Lord eventually saw the press release and telephoned Spreadbury to ask how it had come to be issued without his approval, and to inform him of the false statements in it. Spreadbury then called Kos, and the two agreed to publish a second press release, ostensibly to correct the errors in the first. Twelve days after the first release, Spreadbury published the second one. He deleted the quotes attributed to Lord and Aspe, and substituted the reference to the government of Spain with “one of Spain’s largest agricultural firms.” He also changed Concorde’s contact person to John Richey.

51. The second release, however, was no more truthful than the first. For example, John Richey did not exist. The release also omitted disclosing the fact that Concorde had no revenues and had not placed a single worker anywhere.

52. Spreadbury knew or was reckless in not knowing the information in the second press release was false and misleading. His second release was almost identical to the first release, and even included the substance of one of the quotes he made up. In addition, he recited facts about Concorde based on information Kos provided without conducting any due diligence.

53. Kos knew or was reckless in not knowing the contents of the second press release were false and misleading. He received and approved the release before Spreadbury published it, and knew Concorde had no revenues and had yet to send any workers to Spain.

54. In response to Spreadbury's two press releases, Concorde issued a press release of its own on August 11, 2004, disclaiming them. Distributed after the market closed that day, Concorde's press release indicated that: no one had contacted Concorde about the information in the first two releases; Spreadbury did not have any relationship with Concorde; Concorde did not have a contract with the Spanish government; Concorde had not made an announcement about its future earnings; and it had not specified the number of workers it could supply under any contract.

55. On August 12, 2004, Concorde's stock plummeted, closing at \$2.51 per share. Although the stock's price and volume later fluctuated due to further touting, it has since declined in price and volume, and presently trades at approximately \$0.20 per share. However before this precipitous drop in price, Oehmke and Kos had dumped their shares.

3. Tout Sheets and Voice Mails

56. Concurrently with the unauthorized press releases, Kos coordinated a massive tout sheet and voice-mail campaign to promote Concorde. Kos paid Spreadbury to prepare the tout sheets, published under the banner of "The Best Penny Stock Picks!"

57. Spreadbury used the false and misleading information from the Heysek and Kline reports and his press releases to create the tout sheets. They contained extraordinary predictions concerning Concorde's revenues and stock price potential. One tout sheet projected Concorde's price to rise from \$4.50 per share to \$38 in 6 months and \$84 in 12 months. That same tout sheet

declared that its projections “seem almost conservative” with Concorde having a “market value” of \$1.2 billion.

58. Spreadbury also authored the script for the voice-mail campaign promoting Concorde as a “hot stock pick,” with contracts valued at “over \$1 billion,” and a projected price of \$30 per share. Kos coordinated the voice-mail campaign, suggesting language such as “Winning Stock Picks Presents ‘Concorde’ 1000% Profit Potential!” Kos hired a production company to record the voice messages and disseminate them.

59. Spreadbury knew or was reckless in not knowing the content of the voice messages was false and misleading. He knew or was reckless in not knowing Concorde had no revenues and had yet to send any workers anywhere. Spreadbury based his scripts on the same baseless information he used to promote Concorde through the press releases and tout sheets.

60. Kos knew or was reckless in not knowing the voice-mail scripts were false because Lord had told him Concorde had no revenues and had yet to place any workers. Kos nevertheless reviewed and approved the scripts.

4. Effect on the Market

61. Investors responded to the unauthorized press releases, tout sheets, faxes, e-mail spams, and voice-mail advertising campaign. In just one week in early August 2004, Concorde’s stock price rose from \$3.70 to \$8.90 per share.

5. Dumping the Stock

62. Oehmke, through his consulting company, paid Concorde \$1 million for 10 million shares of its common stock. Concorde’s transfer agent issued the company the 10 million shares without a restrictive legend through six third-party nominee entities Oehmke and Kos controlled. These third parties are the Relief Defendants.

63. Between late July and mid-August 2004, Oehmke and Kos sold those shares to the public over the Pink Sheets. Oehmke reaped profits of approximately \$7.5 million. Kos received approximately \$1.5 million by dumping his shares of Concorde.

64. Kos paid Kline approximately \$17,000 for promoting Concorde.

65. Kos paid Spreadbury approximately \$25,000 to \$30,000 for his promotion of Concorde through false press releases, tout sheets, websites and voice mail spamming.

66. Kos paid Heysek approximately \$80,000 for promoting Concorde and Absolute Health.

C. The Absolute Health Scheme

67. In early 2004, Kos and a business associate, Jeremy Jaynes, met with Randall Rohm, the majority owner of two holding companies that own and operate several fitness centers in North Carolina. Jaynes proposed that Rohm merge his business with a shell company. They also discussed initiating a public offering of the proposed new company's stock.

68. Rohm, however, never agreed to the merger and ceased discussions with Kos and Jaynes. But that did not deter Kos and Oehmke from perpetrating their next fraudulent scheme. They began acting as if the merger had occurred, changing the name of the shell company to Absolute Health, and listing it on the Pink Sheets.

69. Furthermore, while a signature appears under Rohm's name on this supposed agreement, Rohm never executed any agreement to merge either of his holding companies with Absolute Health.

1. Pumping the Stock

70. Oehmke and Kos engaged Heysek, Kline and Spreadbury to promote Absolute Health's stock by creating tout sheets, faxes, websites, voice mail spams and a promotional video.

71. At Kos' direction, Spreadbury promoted Absolute Health through tout sheets titled "The Best Penny Stock Picks!" Spreadbury claimed Absolute Health was a "strong buy recommendation" because Absolute Health owned several fitness centers in the Southeast and was a regional leader in the health and fitness industry. This was false because Absolute Health did not own any fitness centers and had no business operations or revenues.

72. Spreadbury also made outrageous statements about Absolute Health's growth and financial picture, claiming it would be expanding its operations by 300% and tripling in size from four to twelve fitness centers. In addition, he projected Absolute Health's stock would "jump almost 300%" in price and that its revenues would double within a year.

73. Spreadbury sent the proposed tout sheets to Kos, who approved them and arranged to disseminate them to the public through unsolicited mass faxing campaigns.

74. In addition, Kos orchestrated a voice-mail spam campaign to promote Absolute Health. Spreadbury created the scripts for the voice messages and Kos approved them. The scripts contained the same false and misleading information about Absolute Health's operations as the tout sheets. For example, one message said Absolute Health's stock price would rise to \$4 a share and urged investors to consult the WinningStockPicks.net website Kos controlled. That website featured Spreadbury's tout sheets promoting Absolute Health.

75. Spreadbury knew or was reckless in not knowing his statements about Absolute Health were false and misleading because he made unfounded growth and revenue projections

based on tout sheet and fax templates that Kos provided him from other, unrelated promotional campaigns. He did not conduct any due diligence on the operations or financial condition of Absolute Health.

76. Kos simultaneously engaged Heysek and Kline to promote Absolute Health on WinningStockPicks.net and USPennyStocks.com. Information about the company also appeared on two other websites, Pennystockpro.com and Hotstockfinder.com.

77. Heysek claimed on WinningStockPicks.net that Absolute Health's "revenues and earnings are expected to at least double every year through 2006," and touted a 12-month target stock price of \$5 per share. In addition, the website stated Absolute Health was in the process of acquiring and consolidating health clubs, and expected to generate revenue of \$10 million per year.

78. Pennystockpro.com contained similar outrageous claims about Absolute Health. The website trumpets a "600% Profit Potential in 6 Months," with incredible revenue predictions of \$1.6 million for 2004, \$4.9 million for 2005, and \$13.5 million for 2006. Similarly, it touted a stock price increase from \$1.30 per share to \$10 in six months. Hotstockfinder.com repeated the same baseless assertions, stating that "revenues and earnings are expected to double every year through 2006." Kline echoed these extraordinary numbers on USPennyStocks.com.

79. Heysek and Kline knew or were reckless in not knowing their website statements about Absolute Health were false and misleading. They both relied principally on information Kos provided them, and did not conduct any due diligence concerning Absolute Health's financial condition or viability.

80. Finally, Kos retained Heysek to conduct an internet video broadcast about Absolute Health. Heysek provided a script to two of Rohm's fitness center employees whom

Jaynes selected to appear in the video. The employees, following Heysek's script, falsely said Absolute Health owned and operated three fitness centers and was considering buying eight more. The video also claimed Absolute Health would generate more than \$23 million in revenue in 2004 and possibly \$100 million in three years. This projection was baseless because Absolute Health owned no fitness centers. It had no revenue, no clients, no employees and no prospects.

81. Heysek was at least reckless in not knowing the script he provided for the promotional video was completely false and misleading because it made baseless projections about Absolute Health's viability and growth potential.

82. Oehmke and Kos knew or were reckless in not knowing the entire promotional campaign they orchestrated was false and misleading. They knew the Absolute Health tout sheets, faxes, websites and video were factually baseless because Absolute Health did not own any fitness centers or generate any revenues. They knew Rohm never agreed to the proposed merger and that Absolute Health was merely a successor to a shell corporation controlled by Oehmke.

2. Effect on the Market

83. Investors responded to Absolute Health's tout sheets, website, spam voice mails and video promotion. From early June to December 2004, the stock price rose from 55 cents to more than \$5 per share with heavy fluctuation during the time periods when Oehmke and Kos traded. For example, Absolute Health's stock sank to a 52-week low of 55 cents on October 21, 2004, then spiked to a high of \$5.09 during trading on December 1, 2004.

3. Dumping the Stock

84. Oehmke and Kos sold their Absolute Health stock during the fraudulent touting, reaping approximately \$14.4 million in illegal profits. Both Oehmke and Kos funneled the proceeds of their fraud to offshore bank accounts in the name of third-party nominees.

COUNT I

FRAUD IN VIOLATION OF SECTION 10(B) OF THE EXCHANGE ACT AND RULE 10B-5 PROMULGATED THEREUNDER

85. The Commission repeats and realleges Paragraphs 1 through 84 of this Complaint as if fully set forth herein.

86. Since a date unknown but at least since June 2004, Defendants, directly and indirectly, by use of the means and instrumentality of interstate commerce, and of the mails in connection with the purchase or sale of securities, have been knowingly, willfully or recklessly: (a) employing devices, schemes or artifices to defraud; (b) making untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or (c) engaging in acts, practices and courses of business which have operated, are now operating and will operate as a fraud upon the purchasers of such securities. By reason of the foregoing, Defendants, directly or indirectly, have 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, 17 C.F.R. § 240.10b-5.

RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that the Court:

I.

Declaratory Relief

Declare, determine and find that Defendants committed the violations of the federal securities laws alleged in this Complaint.

II.

Permanent Injunctive Relief

Issue a Permanent Injunction, restraining and enjoining Defendants, their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, and each of them, from violating Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5, 17 C.F.R. § 240.10b-5, thereunder.

III.

Asset Freeze, Accounting and Prevention of Document Destruction

Issue an Order: temporarily freezing the assets of Oehmke and Kos and all Relief Defendants, preventing the destruction or alteration of documents, and requiring Oehmke and Kos to file with this Court, within twenty days, sworn written accountings of all funds received as a result of the conduct complained of.

IV.

Repatriation

Issue an Order requiring Oehmke and Kos to take such steps as are necessary to repatriate to the territory of the United States all funds and assets described in the Commission's Complaint in this action which are held by each of them or are under their direct or indirect control, and deposit such funds into the registry of the United States District Court for the

Southern District of Florida, and provide the Commission and the Court a written description of the funds and assets so repatriated.

V.

Disgorgement

Issue an Order requiring Defendants and Relief Defendants to disgorge all ill-gotten profits or proceeds they have received as a result of the acts and/or courses of conduct complained of, with prejudgment interest.

VI.

Penalties

Issue an Order directing Defendants to pay civil money penalties pursuant to Section 21(d) of the Exchange Act, 15 U.S.C. § 78(d)(3).

VII.

Penny Stock Bar

Issue an Order, pursuant to Section 603 of the Sarbanes-Oxley Act of 2002 [Public Law No. 107 - 204, 116 Stat. 745 (July 30, 2002)], and Section 21(d)(6) of the Exchange Act, 15 U.S.C. § 78u(d)(6), permanently barring Oehmke, Kos, Lord, Heysek, Kline and Spreadbury from participating in an offering of penny stock.

VIII.

Officer & Director Bar

Issue an Order pursuant to Section 21(d)(2) of the Exchange Act, 15 U.S.C. § 78u(d)(2), barring Lord from serving as an officer or director of any issuer required to file reports with the Commission pursuant to Sections 12(b), 12(d) or 15(d) of the Exchange Act, 15 U.S.C. §§ 78l(b) and (g), and § 78o(d).

IX.

Offering Bans

Issue an Order pursuant to Section 305(b) of the Sarbanes-Oxley Act of 2002 [Public Law No. 107 - 204, 116 Stat. 745 (July 30, 2002)] to permanently enjoin Oehmke and Kos from participating in an unregistered offering of securities while acting as, or on behalf of, or in association with an issuer, underwriter, broker or dealer of securities.

X.

Further Relief

Grant such other and further relief as may be necessary and appropriate.

XI.

Retention of Jurisdiction

Further, the Commission respectfully requests that the Court retain jurisdiction over this action in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion by the Commission for additional relief within the jurisdiction of this Court.

Respectfully submitted,

February 14, 2005

By: _____

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