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Texas State Securities Board

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BETH ANN BLACKWOOD
CHAIR

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MEMBER

ALAN WALDROP
MEMBER

MIGUEL ROMANO, JR.
MEMBER

IN THE MATTER OF §
ESTRADA TRUCKING, INC.; CALEB ESTRADA §
VASQUEZ; VENTURE CAPITAL CASH AKA CAPITAL §
CASH FUNDING AKA CAPITAL CASH; FINANCIAL § **Order No** ENF-18-CDO-1761
FREEDOM CLUB, INC., DBA MILLIONAIRE MENTOR §
UNIVERSITY; MARK J. MONCHER; §
911MONEYSTORE, INC.; AND FRANK DALOTTO §

TO: ESTRADA TRUCKING, INC.
37514 Limelight Way, Palmdale, California 93551, and via Caleb Estrada Vasquez,
Registered Agent for Service of Process, at 37514 Limelight Way, Palmdale, California
93551

CALEB ESTRADA VASQUEZ
37514 Limelight Way, Palmdale, California 93551

VENTURE CAPITAL CASH AKA CAPITAL CASH FUNDING AKA CAPITAL CASH
Two Presidential Plaza, 180 N. Stetson Street, Suite. 3500, Chicago, Illinois 60613,
and 245 Park Ave., Manhattan, New York 10167, and 1 S. Dearborn, Suite 2100,
Chicago, Illinois 60603

FINANCIAL FREEDOM CLUB, INC., DBA MILLIONAIRE MENTOR UNIVERSITY
5590 N. Diversey Boulevard, Suite 208, Whitefish Bay, Wisconsin 53217, and 8015
International Drive #184, Orlando, Florida 32819, and via Mark J. Moncher, Registered
Agent for Service of Process, at 8015 International Drive 184, Orlando, Florida 32819

MARK J. MONCHER
5590 N. Diversey Boulevard, Suite 208, Whitefish Bay, Wisconsin 53217, and 8015
International Drive #184, Orlando, Florida 32819

911MONEYSTORE, INC.
366 Broadway, Suite 410, Jericho, New York 11753, and 3280 Sunrise Highway,
Wantagh, New York 11793, and 338 N. Hickory Street, N. Massapequa, New York
11758

FRANK DALOTTO
366 Broadway, Suite 410, Jericho, New York 11753, and 3280 Sunrise Highway,
Wantagh, New York 11793, and 338 N. Hickory Street, N. Massapequa, New York
11758

EMERGENCY CEASE AND DESIST ORDER

This is your OFFICIAL NOTICE of the issuance by the Securities Commissioner of the State of Texas (hereinafter referred to as the "**Securities Commissioner**") of an EMERGENCY CEASE AND DESIST ORDER pursuant to Section 23-2 of The Securities Act, TEX. REV. CIV. STAT. ANN. arts. 581-1 to 581-45 (West 2010 & Supp. 2017) (hereinafter referred to as the "**Securities Act**").

The Enforcement Division of the Texas State Securities Board has presented evidence sufficient for the Securities Commissioner to find that:

FINDINGS OF FACT

1. Estrada Trucking, Inc. (hereinafter referred to as "**Respondent Estrada Trucking**"), maintains an address at 37514 Limelight Way, Palmdale, California 93551. It can be served with process through Caleb Estrada Vasquez, its Registered Agent for Service of Process, at 37514 Limelight Way, Palmdale, California 93551.
2. Caleb Estrada Vasquez (hereinafter referred to as "**Respondent Vasquez**") maintains an address at 37514 Limelight Way, Palmdale, California 93551. Respondent Vasquez is the President and Chief Executive Officer of Respondent Estrada Trucking and Registered Agent for Service of Process for Respondent Estrada Trucking.
3. Venture Capital Cash aka Capital Cash Funding aka Capital Cash (hereinafter referred to as "**Respondent Capital Cash**") maintains addresses at Two Presidential Plaza, 180 N. Stetson Street, Suite 3500, Chicago, Illinois 60613, and 245 Park Ave., Manhattan, New York 10167, and 1 S. Dearborn, Suite 2100, Chicago, Illinois 60603.
4. Financial Freedom Club, Inc., dba Millionaire Mentor University (hereinafter referred to as "**Respondent Financial Freedom**") maintains addresses at 5590 N. Diversey Boulevard, Suite 208, Whitefish Bay, Wisconsin 53217, and 8015 International Drive #184, Orlando, Florida 32819. It can be served with process through Mark Moncher, its Registered Agent for Service of Process, at 8015 International Drive 184, Orlando, Florida 32819.
5. Mark J. Moncher (hereinafter referred to as "**Respondent Moncher**") maintains addresses at 5590 N. Diversey Boulevard, Suite 208, Whitefish Bay, Wisconsin 53217, and 8015 International Drive #184, Orlando, Florida 32819. Respondent Moncher is the Incorporator of Respondent Financial Freedom and Registered Agent for Service of Process for Respondent Financial Freedom.
6. 911MoneyStore (hereinafter referred to as "**Respondent 911MoneyStore**") maintains addresses at 366 Broadway, Suite 410, Jericho, New York 11753, and 3280 Sunrise Highway, Wantagh, New York 11793, and 338 N. Hickory Street, N. Massapequa, New York 11758.

7. Frank Dalotto (hereinafter referred to as "Respondent Dalotto") maintains addresses at 366 Broadway, Suite 410, Jericho, New York 11753, and 3280 Sunrise Highway, Wantagh, New York 11793, and 338 N. Hickory Street, N. Massapequa, New York 11758. Respondent Dalotto is a principal of Respondent 911MoneyStore.

RESPONDENT CAPITAL CASH AND ITS OFFER OF
PROMISSORY NOTES ISSUED BY RESPONDENT ESTRADA TRUCKING

8. Respondent Capital Cash is using public solicitation targeting Texas residents to offer promissory notes issued by Respondent Estrada Trucking.
9. Respondent Capital Cash is telling investors the promissory notes are tied to a marijuana growing operation licensed in California.
10. Respondent Capital Cash is claiming the investment is "100% guaranteed" and investors will "[d]ouble or quadruple money [in] a month."
11. Respondent Capital Cash is providing investors with photographs that purport to depict transparent bags containing marijuana and photographs of financial records, including bank statements and cashier's checks, that purportedly demonstrate Respondents Estrada Trucking and Vasquez are paying lucrative returns to investors who purchase investments tied to the marijuana growing operation. The financial records include records that purport to prove a sole proprietorship located in Texas purchased a promissory note issued by Respondents Estrada Trucking.
12. Respondent Capital Cash is providing unexecuted promissory notes to potential investors. Potential investors must execute the promissory notes to purchase the investments tied to the marijuana growing operation. The promissory notes provide as follows:
 - A. The promissory notes reflect that investors are loaning money to Respondent Estrada Trucking.
 - B. The promissory notes provide that interest will be calculated as simple interest on the unpaid principal balance and will be paid at a fixed rate of fifty percent per annum.
 - C. The promissory notes provide that all outstanding monies owed under the promissory notes will be paid in one lump sum that is due within four weeks of receiving the loans. They also provide that, should investors choose to allow Respondent Estrada Trucking to keep outstanding loans, then fifty percent is due every four weeks.
 - D. The promissory notes reflect that investors and Respondent Estrada Trucking agree an initial investment of \$10,000.00 will generate a fifty percent return every four weeks, thus making a \$5,000.00 profit, along with payment of a referral fee to the referring broker.
 - E. The promissory notes indicate there is no collateral and they are unsecured agreements. The promissory notes do, however, reflect the personal assets

of the borrower are subject to the payment of the debts and as such investors may seek recourse against the personal assets of the borrower.

F. The promissory notes direct investors to tender their funds to Respondents Estrada Trucking and Vasquez. They provide the name of a bank, the name of the account, the account number and the routing number.

13. Respondent Capital Cash is presenting a document titled "Partnership Agreement" that purports to show Respondent Estrada Trucking entered a partnership with Federal Express in Plano, Texas. Respondent Capital Cash is not, however, explaining how the contract relates to the promissory note or the marijuana growing operation.
14. Respondent Capital Cash is disclaiming the applicability of the securities laws. It is representing "the contemplated transaction(s) is strictly private and in no way relates to the United States securities act of 1933 (THE"ACT") and does not involve the sale of registered securities. This transaction(s) are private and exempt from the act."

RESPONDENTS FINANCIAL FREEDOM AND MONCHER AND THEIR
OFFER OF PROMISSORY NOTES ISSUED BY RESPONDENT ESTRADA TRUCKING

15. Respondents Financial Freedom and Moncher are using public solicitation targeting Texas residents to offer promissory notes issued by Respondent Estrada Trucking.
16. Respondents Financial Freedom and Moncher are claiming the promissory notes are tied to a marijuana growing operation in California.
17. Respondents Financial Freedom and Moncher are touting the investment as follows:
 - A. Respondents Financial Freedom and Moncher are claiming "the medical marijuana industry is racking in BILLIONS of dollars a year and as new states start to legalize it, it's just going to get bigger."
 - B. Respondents Financial Freedom and Moncher are representing the investment "is your real opportunity to make incredible returns on your money" and that a "\$10,000 investment returns \$12,500.00 in 3 weeks or less" which "comes out to over 400% ROI!"
 - C. Respondents Financial Freedom and Moncher are explaining that "[i]nvestment funds are insured by a \$10M a year California company."
18. Respondents Financial Freedom and Moncher are providing unexecuted promissory notes to potential investors. Potential investors must execute the promissory notes to purchase the investments tied to the marijuana growing operation. The promissory notes provide as follows:
 - A. The promissory notes reflect that investors are loaning money to Respondent Estrada Trucking.

- B. The promissory notes provide that interest will be calculated as simple interest on the unpaid principal balance and will be paid at a fixed rate of twenty-five percent per annum.
 - C. The promissory notes provide that all outstanding monies owed under the promissory notes will be paid in one lump sum that is due within two weeks of receiving the loans. They also provide that, should investors choose to allow Respondent Estrada Trucking to keep outstanding loans, then twenty-five percent is due every two weeks.
 - D. The promissory notes reflect that investors and Respondent Estrada Trucking agree an initial investment of \$10,000.00 will generate a fifty percent return every two weeks, thus making a \$5,000.00 profit, along with payment of a referral fee to the referring broker. This representation is inconsistent with the other terms of the promissory note insofar as it would provide an investor with twice the return previously promised by Respondents Financial Freedom and Moncher.
 - E. The promissory notes indicate there is no collateral and they are unsecured agreements. The promissory notes do, however, reflect the personal assets of the borrower are subject to the payment of the debts and as such investors may seek recourse against the personal assets of the borrower.
 - F. The promissory notes direct investors to tender their funds to Respondents Estrada Trucking and Vasquez. These promissory notes provide the same name of the bank, the same name of the account, the same account number and the same routing number as the promissory notes offered by Respondent Capital Cash.
19. Respondents Financial Freedom and Moncher are disclaiming the applicability of the securities laws. They are telling investors "the contemplated transaction(s) is strictly private and in no way relates to the United States Securities Act of 1933 (the "Act") and does not involve the sale of registered securities. This transaction(s) are private and exempt from the Act."

**RESPONDENTS FINANCIAL FREEDOM,
911MONEYSTORE, DALOTTO AND MONCHER AND
THEIR OFFER OF INVESTMENTS IN A CRYPTOCURRENCY TRADING PROGRAM**

20. Respondent Financial Freedom and Moncher are offering Texas residents the opportunity to purchase investments in a cryptocurrency trading program.
21. Respondents Financial Freedom and Moncher are describing the investment in the cryptocurrency trading program as follows:
- A. Respondents Financial Freedom and Moncher are representing they are working with "a trader with excellent results over the last 2 & 1/2 years."
 - B. Respondents Financial Freedom and Moncher are not providing the name of the trader. They are, however, touting his ability to generate a profit from

trading cryptocurrencies by stating that “[h]is return on investment, with exception on weekends [sic] & bank holidays are 8% on investment weekly!”

- C. Respondents Financial Freedom and Moncher are not providing any information about the strategy or methods used by the unidentified trader. They are, however, explaining that “[f]unds are pooled from all clients into one fund then dispersed weekly on Fridays.”
 - D. Respondents Financial Freedom and Moncher are stating that the “[i]nitial investment payment of \$2,000 and the \$150.00 signup fee can be paid by CREDIT CARD if desired for your protection!”
 - E. Respondents Financial Freedom and Moncher are representing that investors “will receive an email with an invoice of product matching your initial payment for your protection.” They are also representing that “[a]n invoice will be created for [investors] to insure credit card refund if needed.”
22. Respondents 911MoneyStore and Dalotto are describing the investments in the cryptocurrency trading program to Texas residents as follows:
- A. Respondents 911MoneyStore and Dalotto are representing that they are working with a successful cryptocurrency trader but are not providing potential investors with his name.
 - B. Respondents 911MoneyStore and Dalotto are claiming the trader has generated an eight percent return per week trading cryptocurrencies.
 - C. Respondents 911MoneyStore and Dalotto are explaining investors must invest a minimum of \$2,000.00, that investors must pay a signup fee of \$150.00 and that investors must use their credit or debit card to purchase the investment.
23. Respondents 911MoneyStore and Dalotto are engaging in a scheme to avoid detection by securities regulators. In furtherance of the scheme to avoid detection by securities regulators, they are telling investors that “we really don’t want to portray this as an investment in crypto because then you’re opening yourself up to a can of worms.” Respondents 911MoneyStore and Dalotto are telling investors that, to avoid the possibility of detection by securities regulators, they will refer to weekly or monthly payments as a “commission.”
24. Respondents 911MoneyStore and Dalotto are engaging in a scheme defraud financial institutions by encouraging investors to intentionally and knowingly make materially false or misleading written statements to credit and debit card companies to obtain money. In furtherance of the scheme, Respondents 911MoneyStore and Dalotto are representing as follows:
- A. Respondents 911MoneyStore and Dalotto are telling investors they may only purchase an investment in the cryptocurrency trading program using a credit or debit card.

- B. Respondents 911MoneyStore and Dalotto are telling investors they will “get an invoice stating you bought a gold Seiko watch which you’ll never get. And that’s your protection in the event somebody runs away.”
- C. Respondents 911MoneyStore and Dalotto, referring to the invoice for the “gold Seiko watch which you’ll never get,” are claiming “in the event that, you know, after three months, the investment goes bad, you still have another nine months to put a charge back or a dispute in with your credit card company letting them know you never received [the gold Seiko watch] you were supposed to get.”
- D. Respondents 911MoneyStore and Dalotto are encouraging investors to present the phony invoice to their debit or credit card company, explaining if the investment returns are poor or money is stolen, investors will be able to provide the phony invoice to their credit card or debit card company, falsely claim they used their credit card or debit card to purchase a gold Seiko watch instead of an investment in a cryptocurrency trading program, explain that they never received the gold Seiko watch, and request a refund of the money actually used to purchase an investment in the cryptocurrency trading program.
- E. Respondents 911MoneyStore and Dalotto, by recruiting Texans to participate in the scheme, are encouraging Texans to intentionally or knowingly use the phony invoice to make a materially false or misleading written statement to the credit card or debit card company to obtain money. Investors who participate in the scheme may therefore commit the criminal offense codified in Section 32.32 of the Texas Penal Code, which is a felony when the value is \$2,500.00 or more.

**RESPONDENT MONCHER’S MISREPRESENTATION OF HIS IDENTITY
AND HIS CONVICTION FOR CONSPIRACY TO COMMIT MAIL FRAUD AND FRAUD**

- 25. Respondent Moncher is concealing his identity from investors and providing a false name to investors. In truth and in fact, Respondent Moncher’s real name is Mark J. Moncher, and he is a convicted felon.
- 26. On or about October 29, 2009, a federal grand jury handed up an indictment that charged Respondent Moncher with conspiracy to commit mail and wire fraud in violation of 18 U.S.C § 371 in United States of America v. Mark J. Moncher, Case No. 6:09-cr-2220-Orl-18DAB, in the United States District Court for the Middle District of Florida, Orlando Division.
- 27. On or about December 7, 2009, Respondent Moncher entered a plea of guilty to conspiracy to commit mail and wire fraud. On or about March 24, 2010, the Court adjudicated Respondent Moncher guilty of the offense, sentenced Respondent Moncher to serve fifty-seven months in federal prison to be followed by three years of supervised release and ordered him to pay nearly \$2 million in restitution.

REGISTRATION VIOLATIONS

28. The promissory notes described in Finding of Fact No. 8 through Finding of Fact No. 19 and the investments in the cryptocurrency trading program described in Finding of Fact No. 20 through Finding of Fact No. 24 have not been registered by qualification, notification or coordination, and no permit has been granted for their sale in Texas.
29. Respondents Estrada Trucking, Vasquez, Capital Cash, Financial Freedom, Moncher, 911MoneyStore and Dalotto (hereinafter collectively referred to as "**Respondents**") have not been registered with the Securities Commissioner as dealers or agents at any time material hereto.

FRAUD IN CONNECTION WITH THE OFFER OF THE PROMISSORY NOTES ISSUED BY ESTRADA TRUCKING

30. In connection with the offer of the promissory notes, Respondents Estrada Trucking and Vasquez are intentionally failing to the following material facts:
 - A. The assets, liabilities and capitalization of Respondents Estrada Trucking and Vasquez,
 - B. Information about the marijuana growing operation, including the identity of its principals, the qualifications of its principals and its principal place of business,
 - C. Their relationship with the marijuana growing operation, and
 - D. Their anticipated use of funds tendered by investors and the source of funds that will be used to return principal and pay interest to investors.
31. Respondent Capital Cash is refusing to disclose the name or any information that may identify the person associated with Respondent Capital Cash who is offering promissory notes to Texas residents, and the failure to disclose this information constitutes the failure to disclose a material fact.
32. Respondents Financial Freedom and Moncher are providing a fictitious name for Respondent Moncher, thereby concealing his true identity. The misrepresentation of Respondent Moncher's name constitutes the misrepresentation of a relevant fact.
33. Respondents Financial Freedom and Moncher are intentionally failing to disclose the following material facts:
 - A. On or about October 29, 2009, a federal grand jury handed up an indictment that charged Respondent Moncher with conspiracy to commit mail and wire fraud in violation of 18 U.S.C § 371 in United States of America v. Mark J. Moncher, Case No. 6:09-cr-2220-Orl-18DAB, in the United States District Court for the Middle District of Florida, Orlando Division.

- B. On or about December 7, 2009, Respondent Moncher entered a plea of guilty to conspiracy to commit mail and wire fraud. On or about March 24, 2010, the Court adjudicated Respondent Moncher guilty of the offense, sentenced Respondent Moncher to serve fifty-seven months in federal prison to be followed by three years of supervised release and ordered him to pay almost \$2 million in restitution.

**MISLEADING AND DECEPTIVE PRACTICES
AND THE OFFER OF PROMISSORY NOTES ISSUED BY ESTRADA TRUCKING**

34. Respondents Estrada Trucking, Vasquez, Capital Cash, Financial Freedom and Moncher are representing the promissory notes are tied to a medical marijuana operation, which is materially misleading or otherwise likely to deceive the public because Respondents Estrada Trucking, Vasquez, Capital Cash, Financial Freedom and Moncher are not disclosing the risks associated with the investment, including but not limited to the following:
- A. Businesses that grow and distribute marijuana face competition from other businesses that grow and distribute marijuana,
 - B. States that adopted laws legalizing medical marijuana may later change the laws or enact regulations that impact businesses dealing in medical marijuana, and
 - C. Marijuana remains classified as a Schedule 1 Controlled Substance per 21 U.S.C. § 812, and a person may be punished by imprisonment for life if he or she knowingly or intentionally manufactures, distributes, or dispenses marijuana, or possesses marijuana with intent to manufacture, distribute or dispense, per 21 U.S.C. § 841(a).
35. Respondent Capital Cash is representing the promissory notes are “100% guaranteed,” which is materially misleading or otherwise likely to deceive the public because the promissory notes are uncollateralized, unsecured agreements.
36. Respondents Financial Freedom and Moncher are representing that “[i]nvestment funds are insured by a \$10M a year California company,” which is materially misleading or otherwise likely to deceive the public because the promissory notes are uncollateralized, unsecured agreements, the promissory notes do not reference insurance and the parties are not disclosing the identity of the company insuring investment funds.
37. Respondents Capital Cash, Financial Freedom and Moncher are representing transactions in no way relate to the United States Securities Act of 1933, which is materially misleading or otherwise likely to deceive the public because the promissory notes are regulated as securities by federal and state securities laws and investors are entitled to the protections afforded by federal and state securities laws.

38. Respondents Capital Cash, Financial Freedom and Moncher are representing the transactions are private and exempt from the Act, which his materially misleading or otherwise likely to deceive the public because Respondents Capital Cash, Financial Freedom and Moncher are using public solicitation to offer the promissory notes, the promissory notes are not exempt from registration requirements of federal and state securities laws and investors are entitled to the protections afforded by federal and state securities laws.

FRAUD IN CONNECTION
WITH THE OFFER OF THE CRYPTOCURRENCY
TRADING PROGRAM ISSUED BY RESPONDENT 911MONEYSTORE

39. Respondents 911MoneyStore, Dalotto, Financial Freedom and Moncher are intentionally failing to disclose the identity and principal place of business of the person responsible for trading cryptocurrencies, and the failure to disclose this information constitutes the intentional failure to disclose a material fact.

MISLEADING AND DECEPTIVE PRACTICES AND
THE OFFER OF INVESTMENTS IN THE CRYPTOCURRENCY
TRADING PROGRAM ISSUED BY RESPONDENT 911MONEYSTORE

40. Respondents 911MoneyStore, Dalotto, Financial Freedom and Moncher are touting the profitability of the cryptocurrency trading program, which is materially misleading or otherwise likely to deceive the public because they are not disclosing the risks associated with investments in the cryptocurrency trading program, including the following risks:
- A. Governments may adopt legislation or regulations that may negatively impact the use, transfer, exchange or price of cryptocurrencies,
 - B. Cryptocurrencies are volatile, and the price of a cryptocurrency as it relates to fiat currency may decrease over a short period of time, resulting in significant loss to purchasers or traders of the cryptocurrency,
 - C. A system or technical failure, or deficient source code, may negatively impact the ability to exchange cryptocurrencies and the price of cryptocurrencies,
 - D. A hacking incident or malicious attack may negatively impact the price of cryptocurrencies, and
 - E. Cryptocurrencies compete with all other cryptocurrencies, and this competition may negatively impact the price of a specific cryptocurrency.
41. Respondents 911MoneyStore and Dalotto are encouraging investors to participate in a scheme to defraud financial institutions. Respondents 911MoneyStore and Dalotto are telling investors they will provide investors with a phony invoice that falsely shows investors used their credit or debit card to purchase a gold Seiko watch instead of an

investment in a cryptocurrency trading program. If investors lose money in the cryptocurrency trading program, investors are encouraged present the phony invoice reflecting the fictitious transaction to their credit or debit card company, falsely claim they purchased a watch, explain they never received the watch and request a refund of the money actually used to purchase an investment in the cryptocurrency trading program. Respondents 911MoneyStore and Dalotto, by encouraging investors to participate in this scheme, are making statements that are materially misleading or otherwise likely to deceive the public because their scheme is encouraging investors in Texas to intentionally or knowingly use the phony invoice to make a materially false or misleading written statement to the credit card or debit card company to obtain money, a criminal offense codified in Section 32.32 of the Texas Penal Code, which is a felony when the value is \$2,500.00 or more.

42. Respondents 911MoneyStore and Dalotto are encouraging investors to participate in a scheme to conceal the nature of the investment in the cryptocurrency trading program from securities regulators. In furtherance of the scheme, Respondents 911MoneyStore and Dalotto are stating “we really don’t want to portray this as an investment into crypto because then you’re opening yourself up to a can of worms so we’ll just keep it blanketed and you’re going what you’re going to do is our company will pay you weekly, monthly however you like it as a *commission*.” These statements made in furtherance of the scheme are materially misleading or otherwise likely to deceive the public because investors anticipate receiving a return on their investment, not a “commission,” the investment in the cryptocurrency trading program is regulated by the Securities Act and investors are entitled to the protections afforded by the securities laws.

CONCLUSIONS OF LAW

1. The promissory notes issued by Respondent Estrada Trucking and the investments in the cryptocurrency trading program issued by Respondent 911MoneyStore are “securities” as that term is defined in Section 4.A of the Securities Act.
2. Respondents are violating Section 7 of the Securities Act by offering securities for sale in Texas at a time when the securities are not registered with the Securities Commissioner.
3. Respondents are violating Section 12 of the Securities Act by offering securities for sale in Texas without being registered pursuant to the provisions of Section 12 of the Securities Act.
4. Respondents are engaging in fraud in connection with the offer for sale of securities.
5. Respondents are making offers containing statements that are materially misleading or otherwise likely to deceive the public.
6. Respondents’ conduct, acts and practices threaten immediate and irreparable harm.

7. The foregoing violations constitute bases for the issuance of an Emergency Cease and Desist Order pursuant to Section 23-2 of the Securities Act.

ORDER

1. It is therefore ORDERED that Respondents immediately CEASE AND DESIST from offering for sale any security in Texas until the security is registered with the Securities Commissioner or is offered for sale pursuant to an exemption from registration under the Texas Securities Act.
2. It is further ORDERED that Respondents immediately CEASE AND DESIST from acting as securities dealers or agents in Texas until they are registered with the Securities Commissioner or are acting pursuant to an exemption from registration under the Texas Securities Act.
3. It is further ORDERED that Respondents immediately CEASE AND DESIST from engaging in any fraud in connection with the offer for sale of any security in Texas.
4. It is further ORDERED that Respondents immediately CEASE AND DESIST from offering securities in Texas through an offer containing a statement that is materially misleading or otherwise likely to deceive the public.

NOTICE

Pursuant to Section 23-2 of the Securities Act, you may request a hearing before the 31st day after the date you were served with this Order. The request for a hearing must be in writing, directed to the Securities Commissioner, and state the grounds for the request to set aside or modify the Order. Failure to request a hearing will result in the Order becoming final and non-appealable.

You are advised under Section 29.D of the Securities Act that any knowing violation of an order issued by the Securities Commissioner under the authority of Section 23-2 of the Securities Act is a criminal offense punishable by a fine of not more than \$5,000, or imprisonment in the penitentiary for not more than two years, or by both such fine and imprisonment.

SIGNED AND ENTERED by the Securities Commissioner this 5th day of April, 2018.



TRAVIS J. ILES
Securities Commissioner