



STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF:)
)
GOLDEN GENESIS, INC., d/b/a NUPLASMA;) Case No.: AP-20-13
THOMAS F. CASEY; and)
DENNIS R. DI RICCO,)
)
Respondents.)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND FINAL ORDER TO CEASE
AND DESIST AND ORDER AWARDING RESTITUTION, CIVIL PENALTIES AND
COSTS**

Now on this 30th day of June, 2021, the Missouri Commissioner of Securities (“the Commissioner”), having reviewed this matter, issues the following findings and order:

I. PROCEDURAL BACKGROUND

1. On August 27, 2020, the Enforcement Section of the Securities Division of the Office of Secretary of State (“the Enforcement Section”), through its Director of Enforcement Douglas M. Jacoby, submitted a Petition for Order to Cease and Desist and Order to Show Cause Why Civil Penalties, Restitution, Costs, and Other Administrative Relief Should Not Be Imposed (“the Petition”) in the above-captioned matter.
2. On August 31, 2020, the Commissioner issued an Order to Cease and Desist and Order to Show Cause Why Civil Penalties, Restitution, Costs, and Other Administrative Relief Should Not Be Imposed (“the Order”).
3. On September 23, 2020, Respondent Cynthia E. Wade (“Wade”) filed a Motion to Dismiss the Order in regards to herself through counsel Cosgrove Law Group, LLC.
4. On September 24, 2020, the Enforcement Section filed an Objection to Wade’s Motion and requested a hearing on the Motion.
5. On September 24, 2020, Respondent Thomas F. Casey (“Casey”) filed a *pro se* Answer and Request for Hearing.
6. On September 25, 2020, Respondent Dennis R. Di Ricco (“Di Ricco”) filed a *pro se*

Answer and Request for Hearing.

7. On September 25, 2020, Wade filed a reply to Petitioner's Objection to Wade's Motion to Dismiss.
8. A hearing on Wade's Motion to Dismiss was held on September 30, 2020.
9. On October 1, 2020, the Commissioner issued an Order granting Wade's Motion to Dismiss without prejudice.
10. On October 8, 2020, the Commissioner issued an Order setting forth the scheduling deadlines ("Initial Scheduling Order"), setting the matter for hearing January 5 through January 7, 2021.
11. On October 13, 2020, the Enforcement Section tendered its First Request for Production of Documents and Things to Respondents Golden Genesis, Inc. ("Golden Genesis"), and Casey.
12. On October 14, 2020, the Enforcement Section tendered its First Interrogatories to Respondents Golden Genesis and Casey.
13. On October 22, 2020, Cosgrove Law Group, LLC, filed an entry of appearance on behalf of Respondents Golden Genesis and Casey in the above-captioned matter.
14. On November 6, 2020, Golden Genesis and Casey filed a Joint Motion to Revise Scheduling Order. On the same day, the Enforcement Section filed an Objection to Respondents' Joint Motion to Revise Scheduling Order.
15. Following a pre-hearing conference, the Commissioner issued an order on November 12, 2020, granting Golden Genesis and Casey's Joint Motion to Revise Scheduling Order, revising the scheduling of this matter, and rescheduling the hearing for February 2 through February 4, 2021.
16. On November 12, 2020, Respondents Golden Genesis and Casey tendered their First Interrogatories to the Enforcement Section.
17. On November 20, 2020, Golden Genesis and Casey filed an additional document from a medical professional opining that Casey would be physically limited for approximately ninety (90) days after surgery on November 13, 2020, in support of Respondents' Joint Motion to Revise Scheduling Order.
18. On November 24, 2020, the Enforcement Section filed a Motion to Compel Discovery against Golden Genesis and Casey.
19. On November 25, 2020, Golden Genesis and Casey filed a Motion for Stay and Protective Order and Opposition to Petitioner's Motion to Compel Discovery. In this Opposition,

Golden Genesis and Casey requested until December 24, 2020, to respond to the Enforcement Section's discovery requests.

20. On December 3, 2020, the Commissioner issued an order granting in part Golden Genesis and Casey's Motion in Opposition to Petitioner's Motion to Compel Discovery, providing Golden Genesis and Casey until December 24, 2020, to respond to the Enforcement Section's discovery requests. Further, on the Commissioner's own Motion, all the dates set forth in the Commissioner's Order of November 12, 2020, were rescinded and revised, rescheduling the hearing in this matter to March 2 through March 4, 2021.
21. On December 4, 2020, Respondents Golden Genesis and Casey served on the Enforcement Section their First Request for Production of Documents. On that same day, the Enforcement Section served its Answers and Objections to Respondents' First Interrogatories, which had been served on the Enforcement Section on November 12, 2020.
22. On December 15, 2020, Golden Genesis and Casey filed a Motion for Judgment on the Pleadings.
23. On December 17, 2020, the Enforcement Section filed an Objection to Respondents Golden Genesis and Casey's Motion for Judgment on the Pleadings.
24. On December 18, 2020, Golden Genesis and Casey filed a Reply to Petitioner's Objection.
25. On January 5, 2021, Golden Genesis and Casey filed a Motion to Compel Discovery against the Enforcement Section regarding request No. 16 in Respondents' First Request for Production of Documents ("Request for Production #16"), which was served on the Enforcement Section on December 4, 2020.
26. On January 6, 2021, Golden Genesis and Casey filed a Motion Requesting the March 2-4, 2021, Hearing be Held by Video Conferencing.
27. On January 8, 2021, Golden Genesis and Casey filed a Motion Requesting Transcript and Order related to AP-20-06 (*In the Matter of Retire Happy, LLC; Julie A. Minuskin; and Joshua P. Stoll*). The transcript and order were provided.
28. On January 12, 2021, the Enforcement Section filed an Objection to Respondents Golden Genesis and Casey's Motion Requesting the March 2-4, 2021, Hearing be Held by Video Conferencing. On the same day, Golden Genesis and Casey filed a Reply to Petitioner's Objection to their Motion.
29. On January 21, 2021, Golden Genesis and Casey filed a Second Motion for Judgment on the Pleadings. On that same day, Casey filed an Affidavit in support of the Second Motion.
30. On January 29, 2021, Golden Genesis and Casey filed a Motion for Leave to File an Amended Second Motion for Judgment on the Pleadings. On that same day, Golden Genesis and Casey filed an Amended Second Motion for Judgment on the Pleadings and a

Revised Affidavit of Casey's in support of the Amended Second Motion.

31. On February 2, 2021, the Enforcement Section filed a Motion to Permit Missouri Investor Witnesses to Appear and Give Testimony Telephonically.
32. On February 2, 2021, the Commissioner issued an order granting Golden Genesis and Casey's Motion for Leave to File an Amended Second Motion for Judgment on the Pleadings and deemed Respondents' Motion filed as of January 29, 2021. The Commissioner also granted Petitioner's Motion to Permit Missouri Investor Witnesses to Appear and Give Testimony Telephonically at Hearing. With respect to Respondent Golden Genesis and Casey's Motion to Compel filed on January 5, 2021, the Commissioner ordered an *in camera* review of all responsive documents to Request for Production #16.
33. On February 3, 2021, Golden Genesis and Casey filed a Motion in Limine. On the same day, David B. Cosgrove of the Cosgrove Law Group, LLC, filed a Notice of Withdrawal from representation of Casey in this matter, but remained counsel for Golden Genesis.
34. On February 8, 2021, Di Ricco filed a Motion to Appear and Give Testimony Telephonically at Hearing.
35. On February 8, 2021, the Enforcement Section filed an Objection to Respondents' Amended Second Motion for Judgment on the Pleadings.
36. On February 10, 2021, the Enforcement Section filed a Response to Respondents' Golden Genesis and Casey's Motion in Limine.
37. On February 10, 2021, Golden Genesis filed a Reply to Petitioner's Objection to Respondents' Amended Second Motion for Judgment on the Pleadings.
38. On February 10, 2021, Di Ricco accepted service via email of the Enforcement Section's subpoena for Di Ricco's appearance at hearing.
39. On February 11, 2021, the Enforcement Section filed a Consent for Di Ricco to Appear by Telephone at Hearing.
40. On February 11, 2021, Di Ricco filed a Motion for Leave to Join Respondents Golden Genesis and Casey's Motion for Leave to File an Amended Second Motion for Judgment on the Pleadings. On that same day, Di Ricco filed a Motion to Join Respondents Golden Genesis and Casey's Amended Second Motion for Judgment on the Pleadings and his own affidavit in support of the Amended Second Motion.
41. On February 11, 2021, Casey filed a Motion to Appear and Give Testimony Telephonically at Hearing. On that same day, Casey accepted service via email of the Enforcement Section's subpoena for Casey's appearance at hearing.

42. On February 17, 2021, during a pre-hearing conference, the Commissioner heard oral arguments made by the parties regarding Respondents' Amended Second Motion for Judgment on the Pleadings and the issues regarding documents responsive to Request for Production #16. The Commissioner also granted both outstanding Motions, from Petitioner and Di Ricco, for parties to appear telephonically during the hearing. The Commissioner noted that all parties' counsel and witnesses that wish to appear telephonically may do so. Additionally, the Commissioner granted Di Ricco's Motion to Join Golden Genesis and Casey's Motion in Limine.
43. On February 18, 2021, the Enforcement Section filed a Certificate of Service of Petitioner's Service of Subpoenas Requesting Appearance and Testimony at Hearing of Di Ricco and Casey.
44. On February 22, 2021, the Enforcement Section filed a Motion to Continue Hearing with Consent of All Parties, seeking to move the previously scheduled hearing date and representing that all parties agreed with the proposed dates. On that same day, the Commissioner issued an order granting the Enforcement Section's Motion and rescheduling the hearing for April 13 through April 15, 2021.
45. On February 26, 2021, Petitioner filed a Memorandum Concerning Attorney Work Product Objections to Respondents Golden Genesis and Casey's Request for Production #16.
46. On February 26, 2021, the Commissioner issued an order denying Respondents' Motion to Compel Discovery of January 5, 2021, determining that the documents at issue were privileged work product and would not lead to the discovery of admissible evidence. The Commissioner denied Golden Genesis and Casey's Motion in Limine of February 3, 2021. The Commissioner granted Di Ricco's Motion of February 11, 2021, to Join Golden Genesis and Casey's Amended Second Motion for Judgment on the Pleadings. The Commissioner denied Respondents' Amended Second Motion for Judgment on the Pleadings.
47. On April 6, 2021, the parties submitted their Joint Stipulation of Facts and Evidence, which was accepted into the record.
48. On April 8, 2021, Casey filed a Notice of Intent to Attend Hearing in Person.
49. The hearing was commenced on April 13, 2021, and continued on April 14 and 15. The Enforcement Section appeared through Director of Enforcement Douglas M. Jacoby and Enforcement Counsel Steven M. Kretzer. Casey appeared *pro se* in person and Di Ricco appeared *pro se* by telephone. Counsels David Cosgrove and Max Simpson appeared by telephone on behalf of Golden Genesis.
50. The Enforcement Section made an opening statement; Respondent Golden Genesis made its opening statement after the close of the Enforcement Section's case in chief. Evidence was adduced by the parties in the form of live testimony and exhibits. The Enforcement Section took testimony from Casey and Di Ricco. Also testifying on behalf of the

Enforcement Section were Investigator Scott Huston and aggrieved investors Terry Laughlin (“MR1”), Roger Grable (“MR2”), Patricia Miller (“MR4”), Neil Caldwell (“MR5”) and Daniel Wehr (“MR6”).

51. During the hearing the following exhibits were admitted into evidence:
 - a. Petitioner’s Exhibits: A; B1-B10; C1-C3; D1-D2; E1-E7, E9, and E12-E15; F1-F6 and F8-F10; H1-H5; I1-I10; K; N1-N2; P1-P7; and R3-R9.
 - b. Respondent’s Exhibits: 1, 4, 6, 15, 16, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 32, 54, 55, 56, 100, 102, 103, 104, 105, 106, 108, 110, 111, 112, 113, 114, 202, 203, 204, and 205.
52. On April 14, 2021, Respondent Golden Genesis filed a Motion for Directed Verdict at the Close of Petitioner’s Evidence. Respondents Casey and Di Ricco joined in Golden Genesis’s Motion. The Commissioner hereby **DENIES** this Motion.
53. On April 15, 2021, Respondent Golden Genesis filed a Motion for Directed Verdict at the Close of All Evidence. On that same day, Casey and Di Ricco, separately, filed motions to join Golden Genesis’s Motion for Directed Verdict at the Close of All Evidence. The Commissioner hereby **GRANTS** the Motions of Respondents Casey and Di Ricco to join Golden Genesis’s Motion. The Commissioner hereby **DENIES** the Motion for Directed Verdict of Respondents.
54. Steven M. Kretzer made closing arguments on behalf of the Enforcement Section. Di Ricco and Casey made separate closing arguments on their own behalf. Max Simpson made closing arguments for Golden Genesis. Rebuttal argument for the Enforcement Section was offered by Douglas M. Jacoby.
55. On April 29, 2021, the Commissioner issued an order directing parties to file Proposed Findings of Fact and Conclusions of Law by May 14, 2021, and any Reply Briefs by May 21, 2021. The parties complied with this Order.

II. FINDINGS OF FACT

A. SUMMARY OF FINDINGS

Between May 20, 2016, and January 7, 2019 (“Relevant Period”), Respondents and their agents perpetuated the fraud by appealing to the investors’ desire for higher performance on their retirement funds through alternative investments. While some statements made to investors were not fully untrue, material misstatements were made and in the aggregate the communications amounted to fraud, particularly by the omission of material facts. These investors put their money into illiquid securities involving an issuer that was neither registered nor exempt from registration in a largely unregulated (using self-directed IRA custodians) investment scheme. Further, the material disclosures of the issuer were never communicated to investors by any party to the scheme. These were material facts not disclosed to the investors. The underlying business in which

they invested had no operating history and virtually no financial success over a period of years.

B. RESPONDENTS AND RELATED PARTIES

56. Golden Genesis is a Nevada corporation formed in March 2016 with a last known principal place of business during the Relevant Period at 914 Rainbow Crest Rd., Fallbrook, California 92028-9618. Golden Genesis purports to develop and operate plasmapheresis centers under the tradename NuPlasma.
57. Casey is a sixty-nine-year-old California resident with a last known address at 914 Rainbow Crest Rd., Fallbrook, California 92028-9618. During the Relevant Period, Casey was a co-owner of Golden Genesis and served as a member of Golden Genesis's board, Golden Genesis's president, chairman, chief executive officer ("CEO") and was a signatory on all Golden Genesis bank accounts.
58. Di Ricco is a seventy-three-year-old resident of Washington State with a last known address at 26002 NE 10th Street, Camas, Washington 98607. During the Relevant Period, Di Ricco served as Golden Genesis's corporate secretary and a member of Golden Genesis's board and was, at all times either directly or indirectly through Di Ricco's spouse, a shareholder of Golden Genesis. Despite formally resigning as Golden Genesis's chief financial officer ("CFO") and treasurer in April 2016, Di Ricco effectively continued in both roles engaging in Golden Genesis's financial activities, including, but not limited to, controlling activities in Golden Genesis's bank accounts, for which Di Ricco was a signatory until June 26, 2018.
59. Retire Happy, LLC ("Retire Happy"), was a Nevada limited liability company formed on January 18, 2012, with a last known principal place of business at 4840 W. University Ave, A-1, Las Vegas, Nevada 89103. Retire Happy purportedly specialized in educating individuals on various types of qualified retirement accounts and alternative investments.
60. Review of Central Registration Depository ("CRD") records indicates that, during the Relevant Period, Retire Happy was not registered or exempt from registration in Missouri or Nevada as a broker-dealer or investment adviser.
61. Land Jewels, Inc. ("Land Jewels"), is a Nevada corporation formed on June 16, 2004, with a last known principal place of business at 4340 S. Valley View Blvd., #224, Las Vegas, Nevada 89103. Land Jewels purportedly engaged in a variety of activities including, among other things, real estate investments. During the Relevant Period, Land Jewels was solely owned and operated by Julie A. Minuskin ("Minuskin"), who served as the entity's president, corporate secretary, treasurer and director.
62. Review of CRD records indicates that, during the Relevant Period, Land Jewels was not registered or exempt from registration in Missouri or Nevada as a broker-dealer or investment adviser.
63. Minuskin is a forty-three-year-old Nevada resident with a last known address at 7268 W.

Camero Ave., Las Vegas, Nevada 89113-4643. During the Relevant Period, Minuskin was a co-owner of Golden Genesis, the sole managing member and chief executive officer of Retire Happy and the sole managing member of Land Jewels.

64. Review of CRD records indicate that Minuskin, during the Relevant Period, was not registered or exempt from registration in Missouri or Nevada as an investment adviser representative or broker-dealer agent.
65. Provident Trust Group, LLC (“Provident”), is a Nevada limited liability company formed on August 14, 2009, with a principal place of business at 8880 W. Sunset Rd, Suite 250, Las Vegas, Nevada 89148. Provident provides administration, asset custody and related services for self-directed retirement accounts.
66. Electric Drivetrains, LLC (“EDT”), is a California limited liability company with a most recent mailing address of 26002 NE 10th Street, Camas, Washington 98607. EDT purports to be a private investment company and is controlled by Di Ricco. EDT was an issuer of promissory notes through Retire Happy from January 31, 2017, through April 27, 2017.
67. Taxes by DDR, Inc. (“Taxes by DDR”), is a California corporation with a last known business address of 26002 NE 10th Street, Camas, Washington 98607. Taxes by DDR purported to be an accounting, tax services and business consulting enterprise. During the Relevant Period, Di Ricco was the sole director, chief executive officer, corporate secretary and chief financial officer of Taxes by DDR.
68. Until Tomorrow Drivetrains, LLC (“UTD”), is a California limited liability company that was founded by Di Ricco in November 2016. From November 2016 to May 2017, UTD had a registered business address tied to Di Ricco: 343 Franklin Street, Mountain View, California 94041. Since that time, UTD changed its registered address to a property linked to a known associate of Di Ricco’s, Alan K. Brooks (“Brooks”), at 45 Hunter Ranch Rd, Napa, California 94558. UTD purports to be a private investment company. UTD was an issuer of promissory notes through Retire Happy from December 7, 2016, through February 27, 2017.
69. WCO Holdings, LLC (“WCO”), a Florida limited liability company with a last known principal place of business located at 5920 Lakewood Ranch Blvd., Bradenton, Florida 34211. During the Relevant Period, Brooks was a managing member of WCO. WCO was an issuer of promissory notes through Retire Happy from February 25, 2016, through March 16, 2017.
70. Brooks is a sixty-eight-year-old Colorado resident with a last known address at 10452 Marigold Ct., Highlands Ranch, Colorado 80126. During the Relevant Period, Brooks was the agent for service of process for both Taxes by DDR and UTD, and a managing member of WCO. Brooks was also an investor in Notes during the Relevant Period.

C. ORIGIN OF THIS MATTER

71. This matter arises from facts discovered in another matter, *In the Matter of Retire Happy, LLC, Julie A. Minuskin and Joshua P. Stoll*, Case No. AP-20-06¹ (“AP-20-06”). In that matter, those Respondents were found, among other things, to have transacted business in the State of Missouri as a broker-dealer and investment adviser without registration or applicable exemption and fraudulently offered and sold unregistered, non-exempt promissory note securities through its staff of unregistered agents and investment adviser representatives to at least twelve Missouri residents. In that matter, Retire Happy had been engaged as an agent by several small start-up companies to raise capital by soliciting investors and facilitating the execution of the promissory note securities transactions. The Respondent in the current matter, Golden Genesis, Inc., was one of those small start-up companies. During the hearing, the Commissioner took administrative notice of the transcript, findings of fact, and conclusions of law in Case No. AP-20-06. The pleadings in that matter are part of the record considered by the Commissioner in this Order.

D. THE OFFERING AND SALE OF GOLDEN GENESIS NOTES TO INVESTORS

72. Golden Genesis and Casey were introduced to Retire Happy by Di Ricco in or around March 2016.
73. On April 1, 2016, Golden Genesis and Casey entered into a written consulting agreement (“Consulting Agreement”) with Retire Happy. Under the terms of the Consulting Agreement, in exchange for “identify[ing] potential investors interested in investing in the [Golden Genesis] Promissory Note”, Respondents agreed to pay Retire Happy twelve percent (12%) of the gross dollar amount (prior to any deductions, expenses or offsets of any kind) invested by each investor. In the Consulting Agreement, Retire Happy agreed to identify \$6 million of total funding for Respondents within twelve months following the execution of the Consulting Agreement. Further, the Consulting Agreement stated that “[t]he investors which [Retire Happy] will introduce to [Respondents] will be named and listed by signed copies of the Promissory Note *provided by [Respondents]*” (emphasis added). Finally, a prominent representation appears in the Consulting Agreement stating that Retire Happy “is not a licensed securities dealer” and that the Consulting Agreement is “not intended for the purpose of buying, selling or trading securities.”
74. Retire Happy operated well beyond its defined role, as stated in the Consulting Agreement, of simply introducing prospective investors to Respondents. Specifically, Retire Happy supplied the Note document used in the transaction, assisted investors with rolling over their retirement accounts to Provident in preparation for the Note investment and controlled most of the transactional process with respect to the execution of the Notes.
75. The Note document was provided to Golden Genesis and Casey by Retire Happy and created from a template promissory note document of unknown origin. Although Retire

¹ See Findings of Fact, Conclusions of Law, and Final Order to Cease and Desist and Order Awarding Civil Penalties, Costs, and Restitution, dated March 10, 2021, at <https://www.sos.mo.gov/CMSImages/Securities/AP-20-06F.pdf>.

Happy shared a copy of the template promissory note document with Casey for review prior to initiating any offers or sales, Retire Happy made it clear to Casey that the language of the document was not to be altered, modified or amended. Retire Happy only permitted Casey to elect whether interest on the Notes was to be calculated daily, monthly, or annually, and to select the timing of the interest and principal payments to the investor. To make the election, Casey placed a checkmark next to the appropriate selection, which appeared on the front page of the template Note document. Casey also signed the template promissory note document. From that point forward, the template promissory note document was ready for use.

76. For purposes of investor solicitations, Retire Happy coordinated with Casey to develop a ten-page presentation (“Presentation”) that served as pitch material for Retire Happy to disseminate via email to prospective investors. The Presentation, which attempted to provide a brief description of Golden Genesis’s business and an explanation for the fund raising, was festooned with stock photos, emblems of prominent universities that bore no discernable affiliation with Golden Genesis, unsubstantiated claims, arithmetic inconsistencies and an offer for investors to receive special discounts on purchasing actual units of plasma from Golden Genesis once it was actively harvesting plasma from donors.
77. The Presentation stated the following, in relevant part:
 - a. “Golden Genesis is seeking \$6 million in financing to develop 6 plasmapheresis centers that will collect blood plasma from donors between the ages of 18 and 25”;
 - b. “Ten Percent (10%) simple interest paid on the last day of each month”;
 - c. “Each loan is due two years from the date received by Golden Genesis, Inc.”; and
 - d. “Notes are secured by a promissory note [*sic*] and a UCC-1 Financing Statement on all assets of Golden Genesis, Inc., including equipment, inventory (together with a rolling, multi-million dollar, 60 - 90 day supply of plasma at each operational facility), receivables, intellectual property, patents, and bank accounts. Copies of the UCC-1 will be sent to the lenders once filed.” (“Security Promise #1”).
78. Working off a list of investor leads, which Retire Happy had purchased from a third-party provider, Retire Happy staff, all of whom were unregistered agents in the State of Missouri, began contacting leads, on behalf of Golden Genesis, by telephone and/or email. In their communications with leads, Retire Happy staff would extol the benefits of so-called “self-directed IRAs” and “Solo 401K” retirement accounts, held at certain custodians like Provident, and the “alternative investments,” like the Notes, that could be made in such accounts, which would be prohibited in IRA and 401(k) accounts at more prominent custodians. In preparation of selling the lead a Note, Retire Happy staff solicited, and in many instances also actively assisted, the lead in opening an IRA or 401(k) retirement account at Provident or, if the lead already had an established IRA or 401(k) retirement account at a well-known financial institution, like Vanguard and Fidelity, rolling over their IRA or 401(k) account to Provident.

79. Within the course of these communications, Retire Happy disseminated the Presentation to the lead. Retire Happy staff placed follow-up calls to the leads to further induce their decision to invest in a Note.
80. Upon converting a lead into a prospective investor of a Note, Retire Happy would facilitate the execution of the Note without any involvement or participation of Respondents in the transactional process. Retire Happy maintained control of the prepared electronic form Note, which was pre-signed by Respondent Casey. To facilitate execution of the Note, Retire Happy staff would fill-in the investor’s name and Provident account title and number, the investment amount, and date, before emailing the form to the investor for countersignature and instructing the investor where on the form to sign.
81. Depending on the frequency of sales, Retire Happy would forward the fully executed Notes to Respondents one at a time or in batches, and provide Respondents with the name and email address of each investor.
82. Respondent Casey’s signature appears on behalf of Golden Genesis on the Notes purchased by all seven MRs in this matter.
83. In compensation for Retire Happy’s fund raising efforts, Respondents paid Retire Happy the agreed upon twelve percent (12%) fee (“Fee”), as per the Consulting Agreement.
84. Golden Genesis’s bank account records shows that Respondents routinely bifurcated the payment of the Fee to Retire Happy by paying ten percent of the total Fee to Retire Happy and paying the remaining two percent of the Fee to Land Jewels.
85. In 2016, the following four (4) MRs were offered and sold a Note through Retire Happy as described above:

Investor	Date of Investment	Age of Investor on Date of Investment	Interest Rate on the Note	Term of the Note	Amount Invested
MR1	5/20/2016	58	10% APR paid monthly	24 months [†]	\$20,000
MR2	8/10/2016	68	10% APR paid monthly	24 months [†]	\$14,000
MR3	8/29/2016	62	10% APR paid monthly	24 months [†]	\$26,500
MR4	10/5/2016	63	10% APR paid monthly	24 months [†]	\$100,000

[†]The Note provided that the 24-month term could be extended for an additional six months, but did not specify whether such option was held by one party or both parties, or whether the extension had to be memorialized in writing.

86. By October 2017 – more than a year after selling Notes to MR1-MR4 – despite having raised more than \$6 million from the nationwide sale of Notes through Retire Happy, Respondents had not opened a single plasmapheresis center or generated any business revenue.
87. After Golden Genesis purportedly opened its first plasmapheresis center in San Marcos, Texas on November 14, 2017, Golden Genesis and Casey coordinated with Retire Happy to develop new, updated pitch material for Retire Happy to disseminate via email to

investor leads (the “Lending Opportunity Brochure”). The front cover of the Lending Opportunity Brochure prominently featured the NuPlasma trademark and Retire Happy’s corporate logo. The inside of the document was adorned with photos of the San Marcos outlet and contained more unsubstantiated claims but provided no substantive information about Golden Genesis or its business. On page 2 of the Lending Opportunity Brochure, under the title “Lending Opportunity,” the document provided, in relevant part:

- a. Golden Genesis is now raising funds “to cover additional leasehold expenses and construction costs as well as unexpected expenses due to an extended original timeline as a result of Hurricane Harvey delays”;
- b. Funding is to take the form of twelve-month promissory notes (with borrower’s option to extend the term for an additional six months) paying monthly interest of ten percent;
- c. “The company will exit loan obligations using revenue generated funds from business operations”; and
- d. “Promissory note secured by a UCC-1 Financing Statement on all assets of borrower, including, but not limited to, equipment, inventory, receivables, intellectual property, patents, and bank accounts” (“Security Promise #2”). The borrower referred to in Security Promise #2 is clearly Golden Genesis.

88. On the final page of the Lending Opportunity Brochure the following precedes a signature line for Respondent Casey on behalf of Golden Genesis:

I hereby apply for a loan as summarized above. I certify that all the above information contained in the above Loan Summary is true and correct and that I have sufficient income, liquidity and cash flow to make the proposed payments as well as all my other obligations.

89. The Lending Opportunity Brochure was disseminated to investor leads from approximately January 2018 through September 2019.

90. In 2018 and 2019, the following three (3) MRs were offered and sold a Note through Retire Happy as described above:

Investor	Date of Investment	Age of Investor on Date of Investment	Interest Rate of the Note	Term of the Note	Amount Invested
MR5	2/1/2018	58	10% APR paid monthly	12 months	\$79,000
MR6	2/2/2018	52	10% APR paid monthly	12 months	\$100,000
MR7	1/7/2019	65	10% APR paid monthly	12 months	\$26,000

91. Far from being deceived as to the activities of Retire Happy, Respondents were aware of the numerous investors after the Relevant Period through communications they had with investors, including the MRs. The fourteen (14) written communications demonstrate that knowledge and further support the exercise of jurisdiction. They also reflect the ongoing fraud by Respondents, particularly by what was not disclosed.
92. Golden Genesis's bank account records shows incoming deposits, reflecting the capital raised by Retire Happy from the sale of Notes during the Relevant Period to be \$9,209,700.
93. The last known sale of a Note through Retire Happy occurred on September 18, 2019. The sale was made to a non-Missouri resident investor.
94. On or around February 14, 2020, Retire Happy closed its business.
95. Respondents continue efforts to raise funds from new investors through the offer and sale of promissory notes booked into Provident accounts, but it is unclear whether former Retire Happy employees continue to be involved in these transactions.

E. ADDITIONAL FINDINGS

96. At all times relevant to this matter, there was no registration, granted exemption, or notice filing indicating status as a "federal covered security" for the Notes purchased by MR1-MR7.
97. At no time prior to or at the time MR1-MR7 purchased a Note did Respondents, either directly or indirectly through Retire Happy, disclose to MR1-MR7:
 - a. that the Notes were not registered or exempt from registration in the State of Missouri;
 - b. that Retire Happy was not registered or exempt from registration to offer and sell securities in the State of Missouri;
 - c. that no employees of Retire Happy were registered or exempt from registration to offer and sell securities in the State of Missouri;
 - d. Di Ricco's relevant regulatory and legal history, including, but not limited to:
 - a 2008 cease and desist order issued by the California Commissioner of Business Oversight for selling unqualified, nonexempt securities, acting as an unlicensed broker-dealer and investment adviser, and making material misrepresentations to investors in violation of state securities laws;
 - a 2013 personal filing under Chapter 7 for bankruptcy; and

- a 2013 adversary bankruptcy case filed against Di Ricco alleging fraudulent conversion and damages; and
- e. Casey’s relevant regulatory history of being subject to an Securities and Exchange Commission (“SEC”) settlement related to his company, Audre Recognition Systems, Inc. (“ARS”).
98. A review of records from Golden Genesis’s bank accounts shows that Respondents remitted more than \$1 million in transaction-based compensation to Retire Happy and Land Jewels in connection with the sales of Notes to investors across the nation during the Relevant Period.
99. At no time prior to or after the purchase of a Note by MR1-MR7 did Respondents, directly or indirectly through Retire Happy, disclose to any MR the transaction-based compensation Retire Happy (or Land Jewels) would receive (or did receive) from Respondents as a result of the MR’s purchase of the Note.
100. Each Note purchased by MR1-MR7 contains the following security language:
- “This note is secured by a UCC-1 Financing Statement on all assets of Holder, including, but not limited to, equipment, inventory, receivables, intellectual property, patents, and bank accounts”,*
- “Holder” is defined on the Note document as the settlement counterparty on the transaction to Golden Genesis – namely, the retirement account of the MR located at Provident. As such, if read literally, the security language would illogically suggest that the lender was providing the security interest for the lender’s own loan. Assuming the word “Holder” was an honest typographical error and should have read “Borrower,” which would have been consistent with Security Promise #1 in the Presentation and Security Promise #2 in the Lending Opportunity Brochure, a check of the records maintained by the Secretaries of States for Missouri, Nevada and California confirmed that at all times relevant to this matter, there was no UCC-1 Financing Statement filed by Respondents to perfect the security interest represented in the Notes purchased by the MRs. Consequentially, the security language contained in the Notes misrepresented the Notes to MR1-MR7 as secured promissory notes when, in fact, they were not.
101. Throughout the Relevant Period, as Respondents diligently paid interest payments to unsuspecting Note holders, creating the illusion of a viable and financially sound start-up enterprise, Golden Genesis, underneath its manufactured appearance, was at its core a Ponzi scheme, whereby Respondents financed Golden Genesis’s debt service on outstanding Notes from proceeds collected from the sale of Notes to new investors.
102. For example, in 2016, according to Golden Genesis’s bank records, despite Golden Genesis generating no business revenue, only “income” from investor funds totaling more than \$4.8 million, Golden Genesis was still able to pay an average monthly debt service of \$27,332.76 on outstanding Notes to investor accounts at Provident from April 2016 through December

2016.

103. After opening its first (and only) plasmapheresis store in San Marcos, Texas on November 14, 2017, Golden Genesis's bank records indicate that Golden Genesis received no obvious business revenue for the year. As in 2016, Golden Genesis's only "income" for 2017 remained funds from investors totaling more than \$1.7 million. Despite having no apparent business revenue, Golden Genesis paid an average monthly debt service of \$47,593.83 on outstanding Notes to investor accounts at Provident from January 2017 through December 2017. Golden Genesis's bank account records from 2018 and 2019 show similar activity as described above, in which Golden Genesis did not earn sufficient revenue to support its debt service to investors.
104. Additionally, in the midst of the Ponzi scheme, Respondents misappropriated investor funds out of Golden Genesis's bank accounts into the accounts of unaffiliated entities controlled by Respondent Di Ricco for uses that ran contrary to the representations Respondents made to the MRs at the time of their investment.
105. For example, according to Golden Genesis's bank account records, Di Ricco made a withdrawal of \$2.5 million from Golden Genesis's savings account ending in #3416 ("Golden Genesis Account #3416") on January 23, 2017. In the months leading up to that withdrawal, Di Ricco had effected two large funds transfers via telephone on October 4, 2016, and November 22, 2016, in the amounts of \$2 million and \$1 million, respectively, from Golden Genesis's checking account ending in #2995 ("Golden Genesis Account #2995") to Golden Genesis Account #3416. Prior to those telephone transfers, the only "income" that had been received into Golden Genesis Account #2995, other than \$434.01 in interest and \$1000 for the sale of Golden Genesis stock to Casey, Wade, Di Ricco, and Minuskin was approximately \$4.5 million from the sale of Notes to investors, including MR1-MR4.
106. Upon withdrawing the \$2.5 million from Golden Genesis Account #3416, Di Ricco deposited the funds into the bank account of an unaffiliated, Di Ricco-controlled entity, UTD. A review of UTD's bank account records confirm a deposit of \$2.5 million being made by Di Ricco on January 23, 2017.
107. Two days later, on January 25, 2017, Di Ricco transferred the \$2.5 million from UTD's bank account to the bank account of another unaffiliated, Di Ricco-controlled entity, EDT. A review of EDT's bank account records confirms a deposit of \$2.5 million being made by Di Ricco on January 25, 2017.
108. It is unclear exactly what happened to the funds once they were in the possession of EDT. Yet, over time, Golden Genesis received a series of payments from July 14, 2017, to December 28, 2017, into its bank accounts from EDT totaling nearly \$2.7 million. According to Golden Genesis's bank account records, Golden Genesis received the funds either through wire transfers directly from EDT's bank account or through deposits made by Di Ricco that, upon further analysis of EDT's bank records, show having originated from EDT. Di Ricco and Casey neither disclosed to MR1-MR4 Di Ricco's use of investor

funds – which arguably included the funds invested by MR1-MR4 – nor did they request permission from MR1-MR4 to use their funds in this manner.

109. On April 5, 2017, Respondent Casey misused investor funds for his personal benefit by, among other things, arranging for himself personal loans totaling \$40,000. Casey used the \$40,000 to renovate his home with the addition of approximately 300 square feet for a new bathroom and closet.
110. According to Golden Genesis bank records, Casey wrote check #2096 in the amount of \$20,000 to himself on April 5, 2017, and wrote check #2123 in the amount of \$20,000 to himself on May 2, 2017. The memo field of both checks reads, “Distribution-Loan to Shareholder.” Casey neither disclosed to MR1-MR4 his personal use of investor funds – which arguably included the funds invested by MR1-MR4 – nor did Casey request permission from MR1-MR4 to use their funds for this purpose.
111. When, from time to time, random investors contacted Respondents requesting a return of their principal following the original maturity date of their Notes,² Respondents routinely paid the requested principal back to the complaining investor, albeit with a ten percent haircut, ahead of paying the principal back to prior investors.
112. As Casey received notices from Retire Happy between May and July 2019 regarding inquiries from Note investors, including MR4 and MR6, about Respondents’ failure to meet their payment obligations on the Notes, Casey was aware that investors resided in states other than Nevada, but continued to allow its agent Retire Happy to offer and sell Notes across the country without restraint.
113. To date, despite having raised more than \$9 million from the nationwide sale of Notes through Retire Happy, Respondents have only opened the one purported plasmapheresis center in San Marcos, Texas. Furthermore, Respondents have not fully paid the debt service on the Notes purchased by MR1-MR7.
114. The following table summarizes the current status of the Note investments by the seven MRs:

Investor	Date of Investment	Age of Investor on Date of Investment	Amount Invested	Loss on Investment
MR1	5/20/2016	58	\$20,000	\$20,937.82 [†]
MR2	8/10/2016	68	\$14,000	\$14,984.31 [†]
MR3	8/29/2016	62	\$26,500	\$28,172.82 [†]
MR4	10/5/2016	63	\$100,000	\$108,669.45 [†]
MR5	2/1/2018	58	\$79,000	\$88,480.04 [‡]
MR6	2/2/2018	52	\$100,000	\$112,062.53 [‡]
MR7	1/7/2019	65	\$26,000	\$30,536.35 [‡]

² In order to string investors along and sustain the Ponzi scheme for as long as possible, Respondents would usually unilaterally and without notice exercise the option to extend the term of the investor’s Note for an additional six months.

- †All expected interest payments were received. Includes 5% late fee assessment.
‡Includes unreturned principal, unpaid interest and 5% late fee assessment.

115. To date, the seven MRs have sustained an aggregate loss on their investments in the Notes of \$403,843.31.

III. CONCLUSIONS OF LAW

The Commissioner considered all the arguments of the parties set forth both during the course of litigation and in the post-hearings brief and replies. In finding for the Enforcement Section, the Commissioner roundly rejects the repeated assertion from Respondents that the MRs were merely lenders and not investors. The promissory notes are clearly securities. Labeling investors as “lenders” - as if they were each community bankers developing their own loan portfolios - is an absurdity. The MRs were passive investors seeking 10% returns over a relatively short period of time on all or a portion of their retirement accounts held at Provident. The promissory notes were securities under Missouri law.

The Enforcement Section bears the burden of proof in this matter in accordance with 15 CSR 30-55.090(2)(A). The Enforcement Section, in meeting this burden, presented competent, credible, and reliable proof of participation by multiple unregistered entities and individuals in a process designed to obtain investors’ money. The Commissioner has attributed appropriate weight to all of the evidence given the context and content of the testimony and supporting exhibits and drawn reasonable conclusions and inferences from the direct and circumstantial evidence presented at the hearing, including evidence undisputed by Respondents. The Commissioner finds the testimony of Investigator Huston, MR1, MR2, MR4, MR5, and MR6 competent and credible. The Commissioner finds the exhibits to be reliable, competent, and relevant. The Commissioner finds the testimony of Casey and Di Ricco to be less credible than the evidence presented against Respondents. Further, the Commissioner finds the testimony of Casey and Di Ricco not to be credible particularly as to their knowledge of Retire Happy’s activities, of their opportunity to do anything to stop it. They were happy to get the money, and cannot claim lack of knowledge of their agents’ activities.

Jurisdiction

116. Respondents Golden Genesis, Casey, and Di Ricco have argued that as nonresidents of Missouri, the Commissioner lacks jurisdiction over them. The Commissioner’s jurisdiction is derived from Section 409.6-610.³

117. Section 409.6-610 provides in relevant part:

- (a) [The relevant statutes] do not apply to a person that sells or offers to sell a security unless the offer to sell or the sale is made in this state or the offer to purchase or the purchase is made and accepted in this state.
- (c) For the purpose of this section, an offer to sell ... a security is made in this state, whether or not either party is then present in this state, if the offer:

³ Unless otherwise noted, all statutory references are to the 2020 Supp. Revised Statutes of Missouri.

- (1) Originates from within this state; or
- (2) Is directed by the offeror to a place in this state and received at the place to which it is directed.

118. All seven MRs were within the State of Missouri at the time the investments into Golden Genesis were offered and sold to them by Respondents' agent Retire Happy. Retire Happy, on behalf of Respondents, knowingly and willfully directed an offer of securities to Missouri residents within Missouri. Therefore, Respondents are subject to the jurisdiction of the Commissioner.
119. Respondents have made additional arguments regarding a lack of personal jurisdiction. Missouri courts employ a two-prong test to evaluate personal jurisdiction over nonresident defendants. First, the defendant's conduct must fall within Missouri's long-arm statute, Section 506.500. *Andra v. Left Gate Property Holding, Inc.*, 453 S.W.3d 216, 225 (Mo. banc 2015) (quoting *Bryant v. Smith Interior Design Grp., Inc.*, 310 S.W.3d 227, 231 (Mo. banc 2010)). Second, the defendant must have sufficient minimum contacts with Missouri to satisfy due process. *Id.*
120. The Commissioner agrees with the Enforcement Section that Respondents' activities, through their agents, show purposeful availment of Missouri. Retire Happy induced Missouri residents to invest in Golden Genesis, resulting in financial gain to each Respondent. The Notes resulting in such gain were executed in Missouri by each MR. Respondents can plead ignorance that the funds they received and enjoyed were coming from Missouri, but the actions of their agents more than satisfy due process. Certainly, Respondents did not seek to return the funds after learning of its provenance. The Commissioner has personal jurisdiction over Respondents due to their conduct.

Seven Violations of Offering and Selling Unregistered, Non-Exempt Securities

121. **THE COMMISSIONER DETERMINES** that in seven (7) instances Respondents offered and sold unregistered, non-exempt securities in the form of promissory notes in the State of Missouri in violation of Section 409.3-301.⁴
 - a. "Security" is defined in Section 409.1-102(28). The instruments Respondents offered and sold through their agents, Minuskin and the staff at Retire Happy (collectively, "Respondents' Agent") are securities under the Missouri Securities Act ("Act"). Each of the instruments are titled "PROMISSORY NOTE". Section 409.1-102(28) of the Act provides "Security" means, among other things, "a note." Missouri courts have long recognized the need to focus on the substance of an instrument in order to determine whether the securities laws should apply. *State v. Kramer*, 804 S.W.2d 845, 849 (Mo. App. E.D. 1991). ("[I]n determining what is and what is not an investment contract under the securities act, the language adopted by the parties is not conclusive."). Applying *Kramer*, the substance—or economic realities—of the promissory notes in the current matter are identical to instruments conventionally classified as *bonds*, which are also expressly included

⁴ Unless otherwise noted, all statutory references are to the 2020 Supp. Revised Statutes of Missouri.

in the definition of “Security” in Section 409.1-102(28). The promissory notes represent a contractual promise by a borrower (Golden Genesis) to repay a stated amount of money to the lender (each MR) on a certain date (at maturity) and to pay interest on that stated amount (ten percent annual interest paid monthly). Further, the promissory notes also comport with the definition of “investment contract” found in Section 409.1-102(28)(D).

The seven MRs made an investment of money that was received by Respondents for the benefit of Golden Genesis to establish and grow its business. As a result of their investments in the business of Golden Genesis, each of the MRs’ fortunes became interwoven with those of not only other Missouri investors, but investors from forty-three other states across the country, creating a common enterprise. There was an expectation of profits by virtue of Respondents’ promise to pay promissory note holders on a monthly basis a fixed annual rate of interest of ten percent. Generation of the expected profits from the business of Golden Genesis that would afford Respondents the ability to pay the stated rate of interest to the promissory note holders was to come from the efforts of Respondents managing the business affairs of Golden Genesis, not from the efforts of any of the MRs, who had purchased the promissory notes as passive investors.

- b. “Issuer” is defined in Section 409.1-102(17). Respondents are the issuers of the promissory notes. Respondents’ capacity as the issuer of the promissory notes is supported by the following facts: each of the promissory note documents purchased by MR1–MR7 expressly identify Golden Genesis as “Borrower (Maker)”; Respondent Casey’s signature, as provided in a specimen by Casey and approved by Casey to be electronically affixed by Respondents’ Agent, appears on the signature line of each of the promissory note documents purchased by MR1–MR7; Respondents accepted and received each deposit of MR1–MR7’s invested funds into the bank account of Golden Genesis; Casey founded and organized Golden Genesis; during the Relevant Period, Casey was the CEO and a board member of Golden Genesis; during the Relevant Period, Di Ricco was the *de facto* CFO and a board member of Golden Genesis; as the highest ranking officers within Golden Genesis, Casey and Di Ricco, during the Relevant Period, possessed the power, authority and means to engage in management and policy-making functions of Golden Genesis; Di Ricco was directly involved in Golden Genesis’s banking activities and transactions.
- c. “Sale” and "Offer to sell" are defined in Section 409.1-102(26). Respondents’ Agent, in accordance with the Consulting Agreement, contacted and solicited the seven MRs to purchase Respondents’ promissory notes for value. In each instance, Respondents’ Agent used telephone and email to correspond with the MR, who was in the State of Missouri at all times, from out-of-state. As part of the solicitation, Respondents’ Agent disseminated to each MR pitch materials that were either created by Respondents or contained information supplied to Respondents’ Agent by Respondents. With Respondents’ implicit consent, Respondents’ Agent facilitated the sale of the promissory note securities directly with each MR.

Respondents' Agent accomplished this by maintaining in their possession the template promissory note document with which Respondent Casey had approved to effect the contracts of sale. Upon identifying a Missouri resident as an investor, Respondents' Agent would insert the MR's name and custodial account title and number, the investment amount, and date onto the promissory note template. Respondents' Agent would also electronically affix Casey's signature, which Casey had previously provided and authorized, before sending the document to the MR, instructing the MR as to where on the document to sign. Depending on the frequency of sales, Respondents' Agent would forward the fully executed promissory notes to the Respondents one at a time or in batches, and coordinate with each MR and their custodian to ensure payment of the MR's funds to the Respondents' bank account. These activities constitute offers and sales of securities. Respondents, as principal, are liable for these activities of Respondents' Agent.

d. At all times relevant to this matter, there was no registration, granted exemption, or notice filing indicating status as a "federal covered security" for the promissory note securities offered and sold by Respondents to seven (7) residents in the State of Missouri.

122. At the time Respondents engaged in the conduct set forth above, four of the MRs were more than sixty-years-old and were elderly persons as that term is defined under Section 409.6-604(d)(3)(B).
123. Respondents' violations of Section 409.3-301, which constitute the offer and sale of an unregistered, non-exempt security in the State of Missouri, subject Respondents to the Commissioner's authority under Section 409.6-604.

Seven Violations of Employing an Unregistered Agent

124. **THE COMMISSIONER DETERMINES** that in seven (7) instances Respondents employed or associated with individuals, who, on behalf of Respondents transacted broker-dealer business in the State of Missouri in violation of Section 409.4-402(d).
125. Respondents, in the course of raising funds through the offer and sale of securities, engaged Respondents' Agent, who transacted business seven times in the State of Missouri on behalf of Respondents while not being registered or exempt from registration as broker-dealer agents in the State of Missouri in violation of Section 409.4-402(d).
- a. "Agent" is defined in Section 409.1-102(1). Respondents entered into an agreement with Respondents' Agent to raise funding for Golden Genesis through the solicitation and sale of securities to investors. Respondents memorialized their engagement of Respondents' Agent in the Consulting Agreement. Despite language in the Consulting Agreement narrowly defining the activities Respondents' Agent were to perform for Respondents (to simply identifying potential investors and introduce such investors to Respondents), Respondents

allowed Respondents' Agent to engage in a broader scope of activities, including effecting the sale of the promissory note securities, on behalf of Respondents, directly with investors, including the MRs. To accomplish this, Respondents' Agent maintained in their possession the template promissory note document with which Respondent Casey had approved to effect the contracts of sale. Upon identifying an MR as a potential investor, Respondents' Agent, instead of introducing the MR to Respondents as set forth in the Consulting Agreement, proceeded with effecting the transaction by completing certain vital information on the template document (e.g., the investor's name and custodial account title and number, amount of investment, date) and electronically affixing Casey's signature, which Casey had previously provided and authorized, before sending the document to the MR, instructing the MR as to where on the document to sign. Once the promissory note was executed, Respondents' Agent would forward a copy of the promissory note document to the Respondents, along with the MR's name, telephone number and email address, and coordinate with each MR and their custodian to ensure payment of the MR's funds to the Respondents' bank account. By doing so, Respondents' Agent represented Respondents in effecting sales of Respondents' promissory note securities for the accounts of the MRs and the Respondents. At no time did Respondents express concern or raise questions to Respondents' Agent about how the transactions were being effected without the Respondents' participation or suspend or terminate the Consulting Agreement, which was always within Respondents' authority as principal. Moreover, Respondents failed to conduct a reasonable inquiry into specific, relevant information that lay in Respondents' possession—particularly the telephone numbers of investors that had been provided to Respondents by Respondents' Agent, which featured an extensively diverse listing of area codes—that would have quickly alerted Respondents to the fact that Respondents' Agent were engaging in solicitations and sales, on Respondents' behalf, in states far beyond the border of Nevada, including Missouri. Such inaction by Respondents gave rise to the implicit consent by which Respondents' Agent continued to engage in these activities for the nearly three-year-long Relevant Period.

- b. At no time during the Relevant Period was Retire Happy registered in any capacity in the securities industry. More specifically, Retire Happy was not registered or exempt from registration as a broker-dealer in the State of Missouri or the State of Nevada at any time during the Relevant Period.
 - c. At no time during the Relevant Period was Minuskin (or any Retire Happy employee) registered in any capacity in the securities industry, let alone as an agent in the State of Missouri.
126. At the time Respondents engaged in the conduct set forth above, four MRs were more than sixty-years-old and were elderly persons, as that term is defined under Section 409.6-604(d)(3)(B).
127. Respondents' violations of Section 409.4-402(d), which constitute an issuer employing or

associating with an unregistered, non-exempt agent while engaged in offering, selling, or purchasing securities in the State of Missouri, subject Respondents to the Commissioner's authority under Section 409.6-604.

Twenty-One Violations of Section 409.5-501

128. **THE COMMISSIONER DETERMINES** that Respondents, in connection with the offer and sale of a security to each of the seven MRs: (i) employed a device, scheme, or artifice to defraud, (ii) made untrue statements of material fact and omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and (iii) engaged in acts, practices, or course of business that operated or would operate as a fraud or deceit upon another person, in violation of Section 409.5-501.
129. Respondents' violations of Section 409.5-501(1) are supported by the following facts:
- a. Respondents were fully aware from the moment Respondents' Agent began offering and selling the promissory notes to investors, including to MR1–MR7, that Golden Genesis was a “cold-stone start-up” company possessing no assets to pledge as collateral to justify and validate the security interest representation appearing in the promissory note document. The Commissioner does not find credible Respondents' absurd assertion that the promissory notes were secured by the assets of Provident and Respondents have submitted no credible evidence to support such assertion;
 - b. Respondents were fully aware from the moment Respondents' Agent began offering and selling the promissory notes to investors, including to MR1–MR7, that Golden Genesis had no revenue or reasonable expectation of immediate revenue to afford the monthly interest payments owed to promissory note holders; and
 - c. Despite the foregoing, Respondents authorized Respondents' Agent to solicit and sell the promissory notes to hundreds of investors across the country during the Relevant Period, including to MR1–MR7.
130. At the time Respondents engaged in the conduct set forth above, four (4) of the MRs were more than sixty-years-old and were elderly persons as that term is defined under Section 409.6-604(d)(3)(B).
131. Respondents' violations of Section 409.5-501(1), which constitute employment of a device, scheme, or artifice to defraud, subject Respondents to the Commissioner's authority under Section 409.6-604.
132. In support of Respondents' violations of Section 409.5-501(2), at no time prior to or at the time the MRs purchased a promissory note did Respondents, either directly or indirectly through Respondents' Agent, disclose to the MRs:

- a. that the promissory notes were not registered or exempt from registration in the State of Missouri;
 - b. that Retire Happy was not registered or exempt from registration as a broker-dealer in the State of Missouri;
 - c. that neither Minuskin nor any of Retire Happy's employees was registered or exempt from registration as an agent in the State of Missouri;
 - d. that there were no actual assets pledged as collateral to secure payment of interest and principal to the promissory note holders, rendering the promissory notes purchased by MR1–MR7 unsecured;
 - e. Di Ricco's relevant regulatory and legal history, which includes, but is not limited to:
 - (1) federal criminal convictions;
 - (2) California State regulatory action; and
 - (3) bankruptcy history; or
 - f. Casey's relevant regulatory history as the subject to an SEC settlement related to Casey's previous company, ARS.
133. At the time Respondents engaged in the conduct set forth above, four (4) of the MRs were more than sixty-years-old and were elderly persons as that term is defined under Section 409.6-604(d)(3)(B).
134. Respondents' violations of Section 409.5-501(2), which constitute untrue statements of material fact and omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, subject Respondents to the Commissioner's authority under Section 409.6-604.
135. Respondents' violations of Section 409.5-501(3) are supported by the following facts:
- a. During the Relevant Period, Respondents engaged in a Ponzi scheme on unsuspecting promissory note holders, including MR1–MR7, by paying interest to such promissory note holders from the proceeds collected from the sale of promissory notes to new investors; and
 - b. Respondents misappropriated investor funds by transferring investor funds from the bank accounts of Golden Genesis to the bank accounts of unaffiliated entities controlled by Di Ricco for uses that ran counter to the representations Respondents' Agent made to the MRs at the time of their investment.
136. At the time Respondents engaged in the conduct set forth above, four (4) of the MRs were

more than sixty-years-old and were elderly persons as that term is defined under Section 409.6-604(d)(3)(B).

137. Respondents' violations of Section 409.5-501(3), which constitute an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person, subject Respondents to the Commissioner's authority under Section 409.6-604.

IV. ORDER

NOW THEREFORE, it is hereby ordered that Respondents, their agents, employees and servants, and all other persons participating in or about to participate in the above-described violations with knowledge of this Order are prohibited from violating or materially aiding in any violation of:

- A. Section 409.3-301, by offering or selling any securities as defined by Section 409.1-102(28), in the State of Missouri unless those securities are registered with the Securities Division of the Office of the Secretary of State in accordance with the provisions of Section 409.3-301;
- B. Section 409.4-402(d), by, in connection with engaging in offers, selling or purchasing of securities in the State of Missouri, employing or associating with an unregistered agent who transacts such business in Missouri; and
- C. Section 409.5-501, by, in connection with the offer or sale of securities, employing a device, scheme, or artifice to defraud, making an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it is made, not misleading or engaging in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents shall pay, joint and several, a civil penalty in the amount of \$235,000 for seven violations of Section 409.3-301, where four of those violations involved an elderly person. These amounts shall be made payable to the State of Missouri and paid within thirty (30) days of the date of this Final Order. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65102.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents shall pay, joint and several, a civil penalty in the amount of \$235,000 for seven violations of Section 409.4-402(d), where four of those violations involved elderly persons. These amounts shall be made payable to the State of Missouri and paid within thirty (30) days of the date of this Final Order. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276,

Jefferson City, Missouri 65102.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents shall pay, joint and several, a civil penalty in the amount of \$705,000 for twenty-one violations of Section 409.5-501 where twelve of those violations involved elderly persons. These amounts shall be made payable to the State of Missouri and paid within thirty (30) days of the date of this Final Order. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65102.

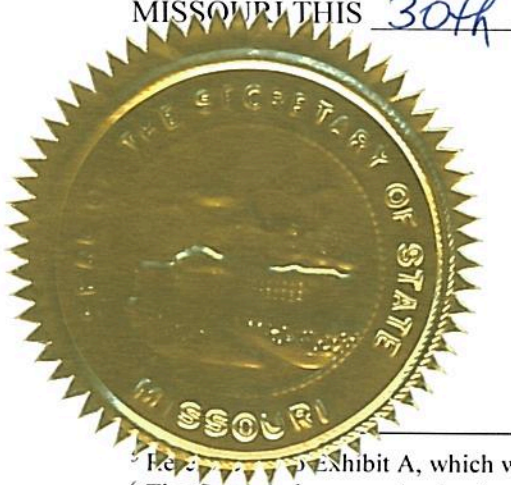
IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d)(2), Respondents shall pay, joint and several, restitution in the amount of \$403,843.31, as shown on Exhibit A,⁵ plus eight percent statutory interest from the dates of maturity on the promissory notes, for violations of Sections 409.3-301, 409.4-402(d) and 409.5-501. This amount shall be made payable to the Missouri Secretary of State's Investor Restitution Fund, and the Commissioner will take reasonable and necessary actions to distribute such funds to the investors listed in Post-Hearing Exhibit. 1. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65102, within thirty (30) days of this order.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(e), Respondents shall pay, joint and several, \$32,061.24 in actual costs for investigation into, and the proceedings associated with, this matter as requested by the Enforcement Section in Post-Hearing Exhibit 2.⁶ This amount shall be made payable to the Investor Education and Protection Fund. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65102, within thirty (30) days of the date of this final order.

IT IS FURTHER ORDERED that each Respondent shall pay their own costs and attorney's fees in this matter.

SO ORDERED:

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS 30th DAY OF JUNE, 2021.



JOHN R. ASHCROFT
SECRETARY OF STATE


DAVID M. MINNICK
COMMISSIONER OF SECURITIES

⁵ Refer to Exhibit A, which was attached to Pet'r Hr'g Br., filed on April 8, 2021, and is also attached herein.

⁶ The Commissioner received a document entitled Post-Hr'g Ex. 2 – Statement of Penalties, Costs, and Restitution documenting the investigative efforts utilized by the Enforcement Section and finds it to be reliable and persuasive.