

State of Missouri  
Office of Secretary of State

Case No. AP-06-18

IN THE MATTER OF:

BIRD & ASSOCIATES, LLC, et al.,

*Respondents.*

**FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL ORDER**

The Commissioner, having reviewed and considered the pleadings and record on file in the above-styled proceeding, having heard the evidence presented by the Enforcement Section at hearing and the argument of its counsel, now finds and concludes that the Enforcement Section has prevailed on the claims in its petition against certain of Respondents, and further makes findings of fact and conclusions of law and enters a final order as follows:

- A. On September 12, 2006, Lori Neidel, Chief Enforcement Counsel for the Enforcement Section of the Securities Division ("Petitioner"), submitted a Petition for Cease and Desist Order and Other Administrative Penalties (the "Petition").
- B. On September 26, 2006, the Commissioner issued a Cease and Desist Order (the "C&D Order") which prohibited the Respondents named in the Petition from selling unregistered securities, from making untrue statements or material omissions in the sale of securities, from transacting business as an unregistered investment adviser, and from engaging in certain acts, practices or courses of business. The C&D Order also stated that a determination on whether to grant the Enforcement Section's request for an order assessing civil penalties and costs would be made after allowing the Respondents to request a hearing and show cause why such penalties and costs should not be assessed.
- C. Respondents Calvin Bird ("Bird"), Calvin Bird & Associates, LLC ("B&A"), and Island Falls Financial, Inc. ("Island Falls"), filed a request for hearing through their attorney, Johnny Richardson, on October 16, 2006.
- D. None of Respondents Ideal Financial Services, Inc. ("Ideal Financial"), the Spear of Destiny, LLC ("Spear of Destiny"), Kevin Richard Hackenberg ("Hackenberg"), or Francis L. Gibson ("Gibson") ever requested a hearing, had an entry of appearance made by counsel, or otherwise communicated with the Commissioner following issuance of the C&D Order.
- E. Respondents Bird, B&A, and Island Falls filed an answer in this matter on November 27, 2006.
- F. The matter was set for hearing on December 18, 2006, but continued on the joint motion of the Petitioner and Respondents Bird, B&A, and Island Falls, to February 1, 2007, and again on the joint motion of the Petitioner and Respondents Bird, B&A, and Island Falls, to March 15, 2007, and again at the discretion of the Commissioner to April 23, 2007, and finally, to April 27, 2007.
- G. Following pre-hearing matters, discovery and consent order negotiations, the matter proceeded toward the April 27, 2007, hearing date. On April 25, 2007, Johnny Richardson, counsel for Respondents Bird, B&A, and Island Falls communicated by electronic mail message to the Commissioner and the Petitioner's attorney, and in a teleconference that same day, that his clients did not plan to attend the scheduled hearing and that his clients did not want Mr. Richardson to attend the hearing. Mr. Richardson also communicated that his clients had not granted him authority to withdraw their request for a hearing.
- H. On April 27, 2007, the Petitioner, through Chief Enforcement Counsel Lori Neidel, appeared to present its case. The Petitioner called two witnesses: Tommy Chen, an investigator with the Securities Division; and Nathan Soendker, Chief Registration Counsel with the Securities Division. The Petitioner also presented twenty-five exhibits which were admitted into evidence by the Commissioner.
- I. During the hearing, counsel for Petitioner moved that all facts not specifically denied by Respondents be admitted. That motion is hereby **GRANTED**.
- J. Now, having reviewed the exhibits and testimony presented in this case, the Commissioner makes the following Findings of Fact and Conclusions of Law.

**FINDINGS OF FACT**

1. Respondent B&A is a company organized in the State of Missouri with a last known business address of 400 Broadway Street, Suite 101, Cape Girardeau, Missouri 63701. Respondent B&A purports to be in the business of construction management and consulting services.
2. Respondent Island Falls is purportedly a Wyoming corporation operating in the State of Texas with a last known business

address of 12 E. Greenway Plaza, Suite 1100, Houston, Texas 77046. Respondent Island Falls purportedly engages in the business of loan development and project financing.

3. Respondent Ideal Financial is purportedly an Idaho company with a last known business address of 131 North Main Street, Hailey, Idaho 83333. Respondent Ideal Financial purportedly sought funds from Respondent Island Falls for a funding commitment in connection to a real estate development project located in the State of New Jersey.
4. Respondent Spear of Destiny is purportedly a company located in the State of California with a last known business address of 201 N. Occidental Blvd., Los Angeles, California 99026, and a last known mailing address of 12 E. Greenway Plaza, Suite 1100, Houston, Texas 77046. Respondent Spear of Destiny purportedly is in the business of film making.
5. Respondent Bird is the registered agent and CEO of B&A. Respondent Bird is also part owner of Respondent Island Falls. Bird maintains a residential address of 2222 Earleen Street, Cape Girardeau, Missouri 63701.
6. Respondent Hackenberg is the CEO of Respondent Island Falls and maintains a last known business address of 12 E. Greenway Plaza, Suite 1100, Houston, Texas 77046. Respondent Hackenberg purportedly also operates Respondent Spear of Destiny but it is unclear in what capacity.
7. Respondent Gibson is the CEO of Respondent Ideal Financial and maintains a last known business address of 131 N. Main Street, Hailey, Idaho 83333.
8. A Missouri resident ("MR") paid Respondent B&A \$10,000 under a Fee Agreement whereby B&A was to arrange, provide advice on, and make investments for MR. (Pet. Ex. 2, Pet. Ex. 5).
9. MR invested \$260,000 at the direction of Respondent B&A and in or through Respondent Island Falls by paying \$60,000 to Respondent Island Falls on July 13, 2005, and paying \$200,000 to Respondent Island Falls on July 25, 2005. (Pet. Ex. 1, Pet. Ex. 3, Pet. Ex. 4).
10. None of Respondents B&A, Bird, Island Falls, or Hackenberg was or ever has been registered as an investment adviser in the State of Missouri in 2005 or 2006. (Pet. Ex. 23).
11. MR made his investment with the understanding that it involved a real estate transaction in New Jersey. (Pet. Ex. 24, p. 70-72).
12. Respondent Bird advised MR that the New Jersey real estate transaction was a "solid deal" and a "straight real estate transaction," and that there was "not really too much that can go wrong" and that "everything was going to go fine," in relation to the transaction. (Pet. Ex. 24, p. 71, 19-22, p. 72, 1).
13. Under the terms of the investment contract related to MR's investment in Respondent Island Falls, MR was to receive the return of his \$260,000 principal investment within 45 days of making the investment, and \$1,000,000 on or before December 31, 2006. (Pet. Ex. 7, p. 11-12).
14. Respondent Bird told MR that he would receive a million dollars in return for his \$260,000 investment. (Pet. Ex. 24, p. 95, 4-9).
15. Respondent Hackenberg represented to Respondent Bird that Respondent Island Falls "has the physical and liquid assets to insure [MR's] original principal" in the event that the New Jersey real estate transaction was not completed. (Pet. Ex. 6).
16. Respondent Hackenberg received a letter from Respondent Ideal Financial signed by Respondent Gibson which detailed the financing of the New Jersey real estate transaction. (Pet. Ex. 8).
17. The New Jersey real estate transaction did not close, and according to Respondent Bird, "went south." (Pet. Ex. 24, p. 72, 2-18, p. 81, 11-12, p. 89, 17-19).
18. The investment contract entered into by MR with or on the advice of Respondents B&A, Bird, Island Falls and Hackenberg was not registered as a security or exempt from registration in the State of Missouri. (Pet. Ex. 22).
19. Neither the investment contract entered into by MR with or on the advice of Respondents B&A, Bird, Island Falls and Hackenberg, nor any other document provided to MR by Respondents B&A, Bird, Island Falls and Hackenberg, disclosed that the investment contract was not registered as a security or exempt from registration in the State of Missouri. (Pet. Ex. 6, Pet. Ex. 7, Pet. Ex. 8).
20. Respondent Bird was a defendant in a 2006 civil lawsuit and judgment in the State of Missouri wherein Bird was found to have converted funds given to him for use in securing financing for a home. (Pet. Ex. 25).
21. Neither the investment contract entered into by MR with or on the advice of Respondents B&A, Bird, Island Falls and Hackenberg, nor any other document provided to MR by Respondents B&A, Bird, Island Falls and Hackenberg, disclosed that Respondent Bird was involved and a defendant in civil litigation at the time of MR's investment. (Pet. Ex. 6, Pet. Ex. 7, Pet. Ex. 8).

22. After Respondent Bird concluded that the New Jersey real estate transaction had failed, Respondent Bird pursued other investment options for MR. (Pet. Ex. 24, p. 82, 6-10).
23. Respondents Bird and Hackenberg, through Respondents B&A and Island Falls, used \$200,000 received from MR to invest in a movie called The Spear of Destiny. (Pet. Ex. 24, p. 89, 14-23, p. 97, 11-25).
24. Respondent Bird took MR's check for \$200,000 and forwarded that check to Respondent Hackenberg for payment into the Spear of Destiny's production costs. (Pet. Ex. 24, p. 86, 9-12).
25. None of the Respondents ever indicated or disclosed to MR that \$200,000 of his investment would be used for the production of a movie, rather than a New Jersey real estate transaction, though Respondents B&A, Bird, Island Falls and Hackenberg were aware of and facilitated such use of the funds. (Pet. Ex. 24, p. 85, 20-25, p. 86, 17-18).
26. On July 15, 2005, two days after MR paid \$60,000 by check to Respondent Island Falls, Respondent Island Falls' Wells Fargo bank account, account number 693-6031886 (the "Island Falls Account"), reflected a deposit of \$60,000. (Pet. Ex. 10).
27. Respondents Bird and Hackenberg are among the owners listed on the Island Falls Account application. (Pet. Ex. 9).
28. On July 19, 2005, a cashier's check in the amount of \$45,000 was paid to the order of Respondent Hackenberg from the Island Falls Account. (Pet. Ex. 11).
29. On July 22, 2005, a check in the amount of \$15,000 was paid from the Island Falls Account to Occidental Studios, with the MEMO line stating "Spear of Destiny Production Office." (Pet. Ex. 15).
30. On July 23, 2005, a check in the amount of \$11,000 was paid from the Island Falls Account to Finnegan Chrysler Jeep in Rosenberg, Texas, with the MEMO line stating "DownPayment [sic] on Chrysler 300." (Pet. Ex. 13).
31. On September 16, 2005, a check in the amount of \$2,000 was paid from the Island Falls Account to Respondent Bird. (Pet. Ex. 14).
32. Respondent Spear of Destiny owned a Wells Fargo bank account, account number 693-6031860 (the "Spear of Destiny Account"). (Pet. Ex. 16).
33. Bank records for the Island Falls Account indicate that a wire transfer withdrawal, reference number IBEMH8M9FZ, was made on August 1, 2005. (Pet. Ex. 10).
34. Bank records for the Spear of Destiny Account indicate that a wire transfer deposit, reference number IBEMH8M9FZ, was received on August 1, 2005. (Pet. Ex. 16).
35. Neither the investment contract entered into by MR with or on the advice of Respondents B&A, Bird, Island Falls and Hackenberg, nor any other document provided to MR by Respondents B&A, Bird, Island Falls and Hackenberg, disclosed that MR's investment funds would be used not only for an investment in a New Jersey real estate transaction, but also for payments directly to Respondents Bird, Hackenberg and Spear of Destiny, and for the purchase of an automobile. (Pet. Ex. 6, Pet. Ex. 7, Pet. Ex. 8).
36. When Respondent Bird discovered that production of the movie the Spear of Destiny has stopped, and that the production was out of funding and needed more money, Respondent Bird stated he was "panicking," but still never informed MR that MR's investment funds had been transferred to a movie production which had stopped and was without funds. (Pet. Ex. 24, p. 86, 23-25, p. 87, 1-6, 13-14).
37. The Securities Division's lead investigator in this matter worked 117 hours on this matter, for a total cost of \$7,605. (Pet. Ex. 21; Affidavit of Tommy Chen, April 27, 2007).
38. This Order is in the public interest and is consistent with the purposes intended by the Missouri Securities Act of 2003.

### **CONCLUSIONS OF LAW**

39. Under the Missouri Securities Act of 2003 (the "Act"), the Commissioner of Securities must provide a hearing on an issued cease and desist order upon the request of a person or persons subject to the order. Section 409.6-604(b), RSMo.
40. Under the Act, the Commissioner may issue a final order after the requested hearing and after making findings of fact and conclusion of law. Section 409.6-604(c), RSMo.
41. Under the Act, the Commissioner may issue a final order imposing civil penalties and charging the cost of the investigation. Sections 409.6-604(d) and (e), RSMo.
42. In the Petition, Petitioner alleged several violations of law, including:

- a. the offer and sale of unregistered, non-exempt securities, a violation of Section 409.3-301, RSMo.;
  - b. omitting to state material facts in connection with the sale of a security, a violation of Section 409.5-501(2), RSMo.;
  - c. making untrue statements of material fact in connection with the sale of a security, a violation of Section 409.5-501(2), RSMo.;
  - d. transacting business in Missouri as an unregistered, nonexempt investment adviser, a violation of Section 409.4-403, RSMo.; and
  - e. engaging in an act, practice, or course of business that operates a fraud or deceit upon a person in the course of offering investment advice, a violation of Section 409.5-502(a), RSMo.
43. Although the Commissioner issued the C&D Order that found violations of the above, as a hearing was requested by a person aggrieved by the order, the Petitioner has the burden of proving the violations at a the hearing. MO 15 CSR 15-55.090(2).

### **Offer of Unregistered Securities**

44. Section 409.1-102(28), RSMo., includes, in part, “stock,” “certificate of interest or participation in a profit-sharing agreement,” and “investment contract” within the definition of a security.
45. Section 409.1-102(26), RSMo., defines “sale” to include “every contract of sale, contract to sell, or disposition of, a security or interest in a security for value.” That same section defines “offer to sell” as “every attempt or offer to dispose of, or solicitation of an offer to purchase, a security or interest in a security for value.”
46. The Petitioner has met its burden in establishing that the investment contract entered into by MR is a security. The investment contract entered into by MR and exemplified at Petitioner’s Ex. 7 fits within the definition of “investment contract” and within the definition of “security” under Section 409.1-102(28), RSMo.
47. Respondents B&A, Island Falls, Bird and Hackenberg sold MR the investment contract exemplified at Petitioner’s Ex. 7 in exchange for the payment of \$260,000, which activity satisfies the definition of “offer to sell” under Section 409.1-102(26), RSMo.
48. Section 409.3-301, RSMo., states as follows:
- It is unlawful for a person to offer or sell a security in this state unless:
- (1) The security is a federal covered security;
  - (2) The security, transaction, or offer is exempted from registration under sections 409.2-201 to 409.2-203; or
  - (3) The security is registered under this act.
49. At all times relevant, the securities offered and sold by Respondents B&A, Island Falls, Bird and Hackenberg were not registered, exempt or federal-covered securities.
50. Respondents B&A, Island Falls, Bird and Hackenberg violated Section 409.3-301, RSMo., when they offered or sold securities in Missouri without the securities being: (1) a federal-covered security, (2) exempt from registration under Sections 409.2-201 or 409.2-202 RSMo., or (3) registered under the Missouri Uniform Securities Act of 2003.

### **Omission of Material Facts Necessary to Make Other Statements Not Misleading**

51. Section 409.5-501, RSMo., provides, among other things, that it is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly, to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading.
52. The Petitioner has met its burden and established that in connection with the offer and sale of securities to MR, Respondents B&A, Island Falls, Bird and Hackenberg omitted to state material facts to MR necessary in order to make other statements made to MR, in light of the circumstances under which they were made, not misleading, including, but not limited to:
- a. That the securities in the form of the investment contract sold to MR and exemplified at Petitioner’s Ex. 7 were unregistered securities;
  - b. That Respondent Bird was the subject of a civil suit for the conversion of funds which a Missouri resident had given to him for the purpose of securing financing for building a house that was never provided;
  - c. That MR’s investment funds would not only be used in a New Jersey real estate transaction, but also to pay for a movie’s production costs;
  - d. That Respondents B&A, Bird, Island Falls and Hackenberg would make investments on MR’s behalf without notifying

MR about the investment, its features, or its risks; and

- e. That MR's investment funds would be paid to Respondents Bird, Hackenberg and Spear of Destiny, and used for the purchase of an automobile.
53. Respondents B&A, Island Falls, Bird and Hackenberg violated Section 409.5-501(2), RSMo., when they omitted to state the material facts described immediately above and when stating such facts was necessary to make other statements made not misleading.

***Making Untrue Statements of a Material Fact in Connection with the Sale of a Security***

54. Section 409.5-501, RSMo., provides, among other things, that it is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly, to make an untrue statement of a material fact.
55. The Petitioner has met its burden and established that in connection with the offer and sale of securities, Respondents B&A, Island Falls, Bird and Hackenberg made untrue statements of material fact, including, but not limited to, the following:
- a. That MR would receive the return of his investment in 45 days, when in fact he did not;
  - b. That MR would receive \$1,000,000 by December 31, 2006, when in fact he did not;
  - c. Respondent Bird's statements that the New Jersey real estate transaction was a "solid deal" and a "straight real estate transaction," and that there was "not really too much that can go wrong" and that "everything was going to go fine," in relation to the transaction, when such was not true; and
  - d. That Respondent Island Falls could "insure" MR's investment, when in fact it could not or did not.
56. Respondents B&A, Island Falls, Bird and Hackenberg violated Section 409.5-501(2), RSMo. when they made untrue statements of material fact as described immediately above.

***Transacting Business in Missouri as Unregistered Investment Advisers***

57. Section 409.4-403(a), RSMo., provides that it is unlawful for a person to transact business in this state as an investment adviser unless that person is registered as an investment adviser or is exempt from registration.
58. The Petitioner has met its burden and established that at all times relevant, neither of Respondent Bird nor Respondent Hackenberg was registered as an investment adviser, yet still engaged in the business of advising MR as to advisability of investing in securities for compensation and as a part of a regular business. Section 409.1-102(15), RSMo.
59. Respondents Bird and Hackenberg violated Section 409.4-403, RSMo., when they unlawfully transacted business in this State as investment advisers and were not properly registered to do so.

***Engaging or Employing a Practice or Course of Business That Operates as a Fraud or Deceit Upon a Person***

60. Section 409.5-502(a), RSMo. (Cum. Supp. 2005), provides that it is unlawful for a person that advises others for compensation, either directly or indirectly or through publications or writings, as to the value of securities or the advisability of investing in, purchasing, or selling securities or that, for compensation and as part of a regular business, issues or promulgates analyses or reports relating to securities, to engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.
61. The Petitioner has met its burden and established that, in the course of advising others, for compensation, as to the value of securities or the advisability of investing therein, Respondents Bird and Hackenberg engaged in an act, practice or course of business that operated as a fraud or deceit upon MR. Respondents Bird and Hackenberg advised and arranged for MR's investment of \$260,000 for the purported purpose of investing in a New Jersey real estate transaction, but MR's investment funds were instead used for payments to Respondents Bird and Hackenberg, the purchase of a car, and for production costs of the movie The Spear of Destiny. None of these expenditures or uses of funds were ever explained or disclosed to MR, and documents provided to MR related to the purported New Jersey real estate transaction could have reasonably been relied upon in considering whether and determining to make an investment.
62. Respondents Bird and Hackenberg violated Section 409.5-502(a), RSMo., when they engaged in the act, practice or course of business described above that operated as a fraud or deceit upon MR.

**ORDER**

**NOW, THEREFORE**, it is hereby ordered that:

- A. The Cease and Desist Order entered in Case Number AP-06018 on September 26, 2006, is **FINAL** as to all Respondents.

- B. Pursuant to Section 409.6-604(d), RSMo., each of Respondents B&A, Bird, Island Falls and Hackenberg shall pay, within thirty (30) days from the date of service of this Order, a separate sum of one thousand dollars (\$1,000) to the State of Missouri as civil penalties for violation of Section 409.3-301, RSMo. This amount shall be sent to the Secretary of State and made payable to the State of Missouri, and 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. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- C. Pursuant to Section 409.6-604(d), RSMo., Respondents Bird and Hackenberg shall each pay, within thirty (30) days from the date of service of this Order, the separate sum of seven thousand five hundred dollars (\$7,500) to the State of Missouri as civil penalties for multiple violations of Section 409.5-501, RSMo. This amount shall be sent to the Secretary of State and made payable to the State of Missouri, and 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. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- D. Pursuant to Section 409.6-604(d), RSMo., each of Respondents B&A and Island Falls shall pay, within thirty (30) days from the date of service of this Order, a separate sum of two thousand five hundred dollars (\$2,500) to the State of Missouri as civil penalties for multiple violations of Section 409.5-501, RSMo. This amount shall be sent to the Secretary of State and made payable to the State of Missouri, and 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. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- E. Pursuant to Section 409.6-604(d), RSMo., each of Respondents Bird and Hackenberg shall pay, within thirty (30) days from the date of service of this Order, a separate sum of one thousand dollars (\$1,000) to the State of Missouri as civil penalties for violation of Section 409.4-403, RSMo. This amount shall be sent to the Secretary of State and made payable to the State of Missouri, and 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. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- F. Pursuant to Section 409.6-604(d), RSMo., each of Respondents Bird and Hackenberg shall pay, within thirty (30) days from the date of service of this Order, a separate sum of five thousand dollars (\$5,000) to the State of Missouri as civil penalties for multiple violations of Section 409.5-502, RSMo. This amount shall be sent to the Secretary of State and made payable to the State of Missouri, and 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. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- G. Pursuant to Section 409.6-604(e), RSMo., Respondents B&A, Bird, Island Falls and Hackenberg shall pay, within thirty (30) days from the date of service of this Order, the additional sum of seven thousand six hundred five dollars (\$7,605) as reimbursement for the costs of the investigation and administration of this matter. Respondents shall be jointly and severally liable for this amount. This amount shall be sent to the Secretary of State and made payable to the Missouri Secretary of State's Investor Education and Protection Fund. Respondents shall deliver this payment to the Securities Division, 600 W. Main Street, PO Box 1276, Jefferson City, Missouri 65102.
- H. Pursuant to Section 409.6-604(f), RSMo., this matter shall be referred to the Missouri Attorney General's Office to collect the fines and costs described in this Final Order, as necessary.
- I. The allegations alleged against Respondents Ideal Financial, Spear of Destiny and Gibson in the Petition and stated in the C&D Order are hereby **DISMISSED**.

**SO ORDERED:**

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS 16th DAY OF MAY, 2007

ROBIN CARNAHAN  
SECRETARY OF STATE

(Signed/Sealed)  
MATTHEW KITZI  
COMMISSIONER OF SECURITIES

**CERTIFICATE OF SERVICE**

I hereby certify that on this day 16th of May, 2007, a copy of the foregoing FINAL ORDER, filed in the above-styled case, was mailed by certified U.S. Mail, postage prepaid, to:

**Bird & Associates, LLC, Calvin Bird and  
Island Falls Financial, Inc.**  
c/o Johnny K. Richardson  
Brydon, Swearngen & England P.C.

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**and by hand-delivery to:**

Lori Neidel  
Chief Enforcement Counsel  
Enforcement Section, Securities Division

John Hale, Specialist