Freedom Fighters of America Presents:

## More SEC Fraud on the Court- How a Phony Narrative Poisoned the Justice System

The weaponization of our government agencies is out of control, and nowhere is this more glaringly obvious than in the SEC's crusade against Par Funding. When unelected bureaucrats team up with bitter, losing attorneys to bypass the judicial system, the truth is the first casualty.

If you want to see exactly how the Deep State orchestrates a fraud on the court, you don't need to look any further than the very first paragraph of the SEC's amended complaint against Par Funding.

**The Original Sin: Page 2.- Paragraph 1**

**EXHIBIT: SEC AMENDED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF1 Case 9:20-cv-81205-RAR Document 119 Entered on FLSD Docket 08/10/2020 (Page 2 of 58 -Paragraph 1)**



Plaintiff Securities and Exchange Commission (the "Commission") alleges:

**I. INTRODUCTION**

1. This case concerns a web of unregistered, fraudulent securities offerings that have raised nearly half a billion dollars from an estimated 1,200 investors nationwide. At the center of this web are Lisa McElhone and her husband, convicted felon Joseph W. LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone. The McElhone-LaForte duo is in the business of making opportunistic loans – some of which charge more than 400% interest – to small businesses across America. They offer the loans through a company they control, Complete Business Solutions Group, Inc. d/b/a Par Funding ("Par Funding").

"1. This case concerns a web of unregistered, fraudulent securities offerings that have raised nearly half a billion dollars from an estimated 1,200 investors nationwide. At the center of this web are Lisa McElhone and her husband, convicted felon Joseph W. LaForte, a/k/a Joe Mack, a/k/a Joe Macki, a/k/a Joe McElhone. The McElhone-LaForte

duo is in the business of making opportunistic loans - some of which charge more than 400% interest - to small businesses across America. They offer the loans through a company they control, Complete Business Solutions Group, Inc. d/b/a Par Funding ("Par Funding")."

The SEC's amended complaint opens its attack by claiming that the business was "making opportunistic loans - some of which charge more than **400% interest**".

This single sentence is the foundation of a massive, coordinated lie designed to twist the narrative, poison the court, and manipulate liberal media. Here are the undeniable facts the SEC desperately wants you to ignore:

Cash Advances Are NOT Loans: There are no interest rates in a Merchant Cash Advance (MCA).

The 20 billion Dollar Question: The MCA business is a massive, $20 billion nationwide industry. There are thousands of cash advance companies still open and operational today, doing business exactly like Par Funding. Are they all committing usury? Of course not.

The Industry Giants: To put this into perspective, some of the biggest corporate players in the country actively operate in this exact same alternative funding space. Mainstream giants like OnDeck Capital, PayPal, Swift Capital, and Kabbage have all built massive operations providing similar working capital products to small businesses across America.

A Perfect Nationwide Record: To date, there has not been a single case won by a plaintiff accusing an MCA of usury nationwide.

So why was only Par Funding targeted with this usury smear?

**The Receiver's Shocking Hypocrisy**

If these contracts were truly illegal, you would expect the government to rip them up. Instead, the court-appointed receiver in the Par Funding case has collected over $200 million using these exact same contracts.

The receiver has actively filed lawsuits against merchants using the very same agreements that the SEC demonized. If these contracts are supposedly illegal usury, why isn't the receiver sitting in a jail cell right next to Joe LaForte? The hypocrisy is staggering.

**The Architect of the Lie: Shane Heskin**

How did such a blatantly false narrative make its way into a federal complaint? Enter Shane Heskin.

Heskin was Par Funding's main adversary, a lawyer on a crusade to defend merchants who didn't want to pay their bills. The problem for Heskin? He couldn't win fair and square in a court of law. He lost every single case he brought against Par Funding. Unable to win in front of a judge, Heskin did an "end around" the judicial system. He took his debunked, loser theory and found a willing buyer at the SEC in Senior Trial Counsel Amie Riggle Berlin.

Don't just take our word for it. Norman Mount Valz signed a declaration under penalty of perjury attesting to exactly how Heskin built this case for the SEC because of his courtroom failures.

**EXHIBIT: DECLARATION OF NORMAN MOUNT VALZ- DE-148**

****Pay close attention to the blue highlighted area (#14. on Page 4 of 12) where Valz lists all the lawsuits against CBSG (Par Funding) that were instigated by attorney Shane Heskin from the law firm of White & Williams LLP. All of these Par merchants are the same clients that Heskin pressured into signing false declarations to bring this case to Amie Berlin at the SEC.**

**IN THE UNITED STATES DISTRICT COURT**
**FOR THE SOUTHERN DISTRICT OF FLORIDA**
**MIAMI DIVISION**

| | |
|---|---|
| SECURITIES AND EXCHANGE COMMISSION,<br><br>Plaintiff,<br><br>v.<br><br>COMPLETE BUSINESS SOLUTIONS GROUP, INC. d/b/a PAR FUNDING, *et al.*,<br><br>Defendants. | Civil Action No. 20-cv-23071-MGC |

**DECLARATION OF NORMAN MOUNT VALZ**

I, NORMAN MOUNT VALZ, being duly sworn according to law, hereby depose and say:

1. My name is Norman Mount Valz ("Norm Valz"), and I am over 18 years of age and otherwise competent to testify.

2. I was the primary attorney upon which Complete Business Solutions Group, Inc. d/b/a ("CBSG") relied upon for the filing of its Confessions of Judgment and the handling of its legal defense whenever a Petition to Open a Judgement or related litigation was filed during the time period of August 2015 through July 2018 and have since maintained an involvement where needed with regard to judgments

or litigation. In this role, I became well versed in the Factoring Agreements and the legal underpinning of this MCA companies agreements with merchants.



3. I am providing this Declaration in connection with Defendants' Motion for Relief from expanded action by the Court in the above-captioned action.

**The Corporate Structure, Operations & History of CBSG and FSP**

**CBSG's Factoring Agreements**

4. CBSG operates in the lawful merchant cash advance (MCA) industry wherein CBSG, *inter alia*, enters into contracts with business merchants (not individual consumers) for the purchase and sale of future receivables. CBSG's factoring agreements expressly define themselves as a "Purchase and Sale of Future Receipts" – thus these agreements fall under Section 9 of the U.C.C.

5. Under the express terms of the factoring agreements, CBSG purchases a merchant's invoices (or future receivables) at a discount. In return, merchants remit to CBSG future receivables through daily, semi-weekly, weekly, or other agreed-upon debits representing the future receipts purchased by CBSG.

6. The factoring agreements expressly provide that "[p]ayments made to [CBSG] towards the total Receivables Purchase Amount shall be conditioned upon (i) Merchant Seller's sale of products and/or services and (ii) the payment of such goods and services to Merchant Seller by its customers pursuant to the terms of this Purchase Agreement."

7. The factoring agreements further provide that "Merchant Seller shall provide to [CBSG] Merchant Seller's bank statements for any and all bank accounts



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to allow [CBSG] to reconcile the daily payments made against the Daily Specified Amount."

8. The factoring agreements explicitly state the parties agree the transaction is "not intended to be, nor shall it be construed as a loan," and the factoring agreements also specifically state the parties agree "IN NO EVENT SHALL THE AGGREGATE OF THE AMOUNTS RECEIVED BE DEEMED AS

13. Notwithstanding its lawful and contractual right to confess judgment against merchants in default of its factoring agreements, CBSG has, however, faced a malicious and personal campaign of litigation to malign and attack the company, degrade, defame, and disparage their principals and agents, grossly misrepresent the nature of Defendants' business and factoring agreements, and intentionally undermine CBSG's lawful business operations and commercial transactions.

INTEREST . . . ."

9. The merchants all sign contracts with CBSG agreeing that the contracts are entered into for a business purpose, only.

10. The merchants all voluntarily and knowingly sign contracts with CBSG, and have the opportunity to review agreements with counsel. Indeed, many, if not all, of these merchants have frequently sought cash advances from the MCA industry.

11. The merchants all generated several hundreds of thousands of dollars in annual revenue, and many of the merchants generated millions of dollars in annual revenue.

**Litigation Involving CBSG's Factoring Agreements**

12. Where merchants have failed to adhere to their contractual obligations, CBSG has confessed judgment based upon its factoring agreement against hundreds of business merchants, without any objection or opposition.

13. Notwithstanding its lawful and contractual right to confess judgment against merchants in default of its factoring agreements, CBSG has, however, faced a malicious and personal campaign of litigation to malign and attack the company, degrade, defame, and disparage their principals and agents, grossly misrepresent the nature of Defendants' business and factoring agreements, and intentionally undermine CBSG's lawful business operations and commercial transactions.

14. In my personal experience in representing CBSG, the majority of the Petitions to Open Judgment or instances of litigation instigated by a merchant were represented by one law firm in particular, White & Williams LLP. The lawsuits against CBSG with White & Williams representation of the Merchant include: : *Thomas Alan Suess v. CBSG*, No. 17-4622 (E.D. Pa.) and No. 19-3243 (3d Cir.); *Fleetwood Services, LLC, et al. v. CBSG*, No. 18-268-JS (E.D. Pa.); *HMC Inc., et al. v. CBSG, et al.*, No. 19-3285-JS (E.D. Pa.); *see also CBSG v. Annie's Pooch Pops, LLC, et al.*, No. 20-724-GEKP (E.D. Pa.); *CBSG v. Capital Jet, Inc., et al.*, No. 20-848-CMR (E.D. Pa.); *CBSG v. Funtime, LLC, et al.*, No. 19-5439-JS (E.D. Pa.); *CBSG v. HMC, Inc., et al.*, No. 19-2777-JS (E.D. Pa.); *CBSG v. HMC, Inc.*, No. 19-4747 (E.D. Pa.); *CBSG v. Knava's Bounce House Rentals, LLC, et al.*, No. 20-779-CDJ (E.D. Pa.); *CBSG v. Legend Adventures, LLC, et al.*, No. 20-1081 (E.D. Pa.); *CBSG v. MH Marketing Solutions Group, Inc., et al.*, No. 20-849-MAK (E.D. Pa.); *CBSG v. NationalRx, Inc.*, No. 20-1072-JS (E.D. Pa.); *CBSG v. NationalRx,*

*Inc.*, No. 20-1073-JS (E.D. Pa.); *CBSG v. Radiant Images, Inc.*, No. 18-4013 (E.D. Pa.); *CBSG v. Sean Whalen, et al.*, No. 19-6181-JS (E.D. Pa.); *CBSG v. Sunrooms America, Inc., et al.*, No. 20-847-TJS (E.D. Pa.); *CBSG v. Thomas Alan Suess*, No. 17-4069-CDJ (E.D. Pa.) and No. 19-2741 (3d Cir.); *CBSG v. American Heritage Billiards, LLC, et al.*, No. 200600078 (June Term 2020) (Phila. Co. C.C.P.); *CBSG v. TourMappers North America, LLC, et al.*, No. 200401028 (April Term 2020) (Phila. Co. C.C.P.); *American Heritage Billiards, LLC v. CBSG*, No. 01-20-0009-6277 (American Arbitration Association); *TourMappers North America, LLC, et al. v. CBSG*, No. 01-20-0005-3591 (American Arbitration Association).

15. As shown above, those lawsuits were and/or are pending in state and federal courts, as well as arbitration forums.

16. Some of those lawsuits were/are proposed class actions. *See, e.g.*, *Fleetwood*, *supra* (seeking to certify a class of Texas merchants and guarantors); *Whalen/Flexogenix*, *supra* (seeking to certify a class of California merchants and guarantors). Often "Class Action" was included in the header of the case without further efforts to actually certify a Class.

17. The Chief District Judge for the U.S. District Court for the Eastern District of Pennsylvania has held that the disputes between CBSG and certain, few individual business merchants are individual, commercial disputes. He rejected merchants' requests to mark the cases related, finding that each case "is not related

to the other cases before this Court because the **issues of fact are different** and the cases **arise from different transactions**"; that "[t]he other cases involve Complete Business's relationship with **different merchants** and guarantors under **different merchant agreements from different time periods**"; that "[t]he merchant agreements, although similar, are **separate agreements with separate merchants**"; and that "**this case does not have the same issue of fact as the other cases and does not grow out of the same transaction as the other cases**." *See Annie's Pooch Pops*, *Capital Jet*, *Knava's Bounce House*, *MH Marketing*, and *Sunrooms*, *supra*.

18. The merchants in the above-referenced litigation consistently and repeatedly allege all manner of claims including usury, unconscionability, fraud, unfair and deceptive trade practices, and/or purported violations of the Uniform Commercial Code and federal Racketeer Influenced and Corrupt Organizations Act.

19. Through the date of this Declaration, ***none*** of the proposed classes have been certified and ***none*** of the merchants in the above-referenced litigation, or otherwise, have prevailed against CBSG on the merits of ***any*** of their individual claims.

20. Instead, federal and state courts have upheld the validity of the CBSG's factoring agreements.

21. For instance, in the case I litigated on behalf of CBSG, *CBSG v. Boreal Water Collection Inc.*, the Philadelphia County Court of Common Pleas reviewed

the merits of a petition to open judgment by confession. No. 17062692, 2017 WL 5652572, at * 1 (Pa. Com. Pl. Nov. 2, 2017). In *Boreal Water*, CBSG had entered into a factoring agreement with a corporate defendant that an individual defendant then personally guaranteed. *Id.* As with its other factoring agreements, the factoring agreement in *Boreal Water* agreement provided that the corporate defendant would sell certain future receivables to CBSG in exchange for a discounted purchase price. *Id.* The *Boreal Water* agreement also provided that CBSG would retrieve the receivables purchased directly from the corporate defendant's bank account and that the retrievals would occur over a certain number of days in a specified daily amount until such time as CBSG received payment in full of the receipts purchased amount. *Id.* The corporate defendant ultimately breached the *Boreal Water* factoring agreement and CBSG filed a complaint in confession of judgment against the corporate defendant and personal guarantor. *Id.* Defendants petitioned to open the confessed judgment arguing that the *Boreal Water* factoring agreement was not an account purchase transaction, but a usurious loan in violation of New York's criminal usury statute, despite the Pennsylvania choice-of-law provision in the factoring agreement. *Id.* at *2. After analyzing the *Boreal Water* factoring agreement, **the court determined that the underlying transaction between the**

**parties was not a loan, but an account purchase transaction**. *Id.* at *2. Because the factoring agreement was not a loan, the court concluded that usury did not apply



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and that defendants had no valid defense to CBSG's breach of contract claims. *Id.* **Tellingly, the SEC Complaint does not reference this decision from the Court of Common Pleas of Philadelphia County.**

22. In another case I litigated on behalf of CBSG, a federal district court judge in the United States District Court for the Eastern District of Pennsylvania, held that Pennsylvania law would control interpretation of CBSG's factoring agreements, thereby obviating any claims that the agreements constituted usurious loans. More specifically, the Honorable C. Darnell Jones, II, recently rejected the application of California law over a Pennsylvania choice of law provision in a CBSG Factoring Agreement: "[T]he Court does not find that application of Pennsylvania law to this case would offend a fundamental policy of California or "substantially

erode" the protection California seeks to extend its "necessitous, impecunious" citizen-borrowers. All that Defendant's briefs establish is that protecting against usurious lending practices is of great importance to California. So, too, is this issue of great importance to the Commonwealth. That Pennsylvania codifies limited exceptions to its usury laws does not render its interest in protecting against usurious lenders any less significant than that of California." *CBSG v. Thomas Alan Suess*, No. 17-4069, at p. 2 (E.D. Pa. Sept. 11, 2018) (internal citations omitted) (Jones, J.). Judge Jones further held that "California's usury laws are not applied universally to all lenders" and that "the absence of an [usury] exception comparable to that of



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Pennsylvania is not itself indicative of a fundamental policy that would be contravened by application of Pennsylvania law here." *Id.* (citation omitted).

23. The SEC Complaint failed to note that the merchants all sign contracts with CBSG agreeing that Pennsylvania law governs the parties' agreement. Pennsylvania's Usury Law expressly states that it does not apply to "business loans of any principal amount." *See* 41 Pa. Stat. Ann. § 201(b)(3); *see also Gur v. Nadav*, 178 A.3d 851, 857 (Pa. Super. Ct. 2018) (recognizing, business loans are exempted from Pennsylvania's Usury Law). Accordingly, even if the factoring agreements constituted loans (they do not and have not been held by any court to be a loan), they would qualify as "business loans" that do not violate Pennsylvania's Usury Law. *See* 41 Pa. Stat. Ann. § 201(b)(3). Other states' laws are similar, at least as it relates to corporate loans (which, again, these factoring agreements are not and no court has held that they are). *See, e.g.*, Md. Code Ann., Com. Law § 12-103(e)(1) (providing that, *inter alia*, "A lender may charge interest at any rate if the loan is . . . [a] loan made to a corporation"). Other states provide specific statutory protection from usury attacks for account purchase transactions. *See, e.g.*, Tex. Fin. Code § 306.103(b) ("For the purposes of this chapter, the parties' characterization of an account purchase transaction as a purchase is conclusive that the account purchase transaction is not a transaction for the use, forbearance, or detention of money.").

24. The SEC Complaint also fails to make note of the fact that courts across the country have upheld the validity of merchant cash advance (MCA) contracts, and rebuffed claims that such contracts were unlawful, unconscionable, fraudulent, or usurious loans. *See, e.g.*, *In re GMI Grp., Inc.*, No. 19-52577, 2019 WL 3774117, at *9 (Bankr. N.D. Ga. Aug. 9, 2019) (granting summary judgment on usury count where "the undisputed terms of the Agreement clearly demonstrate that it is not a loan"); *In re: Steele*, No. 17-03844-5, 2019 WL 3756368, at *4-5 (Bankr. E.D.N.C. Aug. 8, 2019) (concluding transaction was sale of future receivables, not a loan); *Power Up Lending Grp., Ltd. v. Cardinal Energy Grp., Inc.*, No. 16-1545, 2019 WL 1473090, at *5-6 (E.D.N.Y. Apr. 3, 2019) (granting summary judgment where transaction was sale of future receivables, not a loan); *EBF Partners, LLC v. Burklow Pharmacy, Inc.*, No. 2017-292, 2018 WL 6620582, at *2-3 (Fla. Cir. Ct. Nov. 29, 2018) (same); *Express Working Capital, LLC v. One World Cuisine Grp., LLC*, No. 15-3792, 2018 WL 4214349, at *8-9 (N.D. Tex. Aug. 16, 2018), *report and recommendation adopted*, 2018 WL 4210142 (N.D. Tex. Sept. 4, 2018) (granting motion for summary judgment where "the evidence supports Plaintiff's claim that the Agreements [for the sale of future receivables] are not loans, and therefore cannot

support usury as an affirmative defense or counterclaim"); *NY Capital Asset Corp. v. F & B Fuel Oil Co.*, 98 N.Y.S.3d 501 (N.Y. Sup. Ct. 2018) (granting summary judgment and holding that transaction was for sale and purchase of accounts



receivable and not a usurious loan); *Express Working Capital, LLC, v. Starving Students, Inc.*, 28 F.Supp.3d 660, 671 (N.D. Tex. 2014) ("Because the Agreements constituted valid account purchase transactions, Defendants' usury defense and counterclaim lack merit and Plaintiff is entitled to summary judgment on its breach of contract claim.").

25. Despite the fact that ***none*** of the above-referenced merchants have prevailed on the merits of ***any*** of their claims against CBSG, many of the above-referenced merchants involved in the above-referenced litigation against CBSG are prominently featured, via thinly-veiled references, in the SEC Complaint filed in the

above-captioned action. *See, e.g.*, ¶ 168 (American Heritage Billiards – Ohio business); ¶ 169 (Capital Jet – Houston business); ¶ 171 (Whalen/Flexogenix – California business); ¶¶ 172-173, 175 (NationalRx – Tennessee business); ¶ 179 (Fleetwood – Dallas business); ¶ 182 (TourMappers – Boston business); ¶¶ 186, 205 (HMC – Maryland business); *see also id.* at ¶ 177 (Amos Jones law firm – D.C. business; no lawsuit filed); ¶ 211 (Funtime – Arizona business); ¶ 211 (New Jersey business – any one of the following three, Annie's Pooch Pops, MH Marketing, or Sunrooms). CBSG suspects that the foregoing merchants, all of whom are involved, were involved, and/or threatened litigation, are behind complaints to the SEC and obviously biased sources of any such complaints.



26. Importantly, in ***none*** of the cases for these merchants have the factoring agreements they signed been found to be a "loan." Literally, **none**.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct, to the best of my knowledge, information and belief.

Dated: August 11, 2020

Norman M. Valz

**The SEC’s Defacto Prosecutor**

Amie Riggle Berlin was so desperate for a headline-grabbing case that she didn't even bother to do her own independent analysis. A simple Google search of the MCA business would have provided her with the legal framework she needed. Instead, she listened to an ambulance-chasing lawyer with a vendetta.

When presented with the Valz declaration exposing this unholy alliance, what did Berlin do? She immediately forwarded it to Heskin and asked him for an answer.

Think about that. The SEC didn't even know its own case. They completely outsourced their legal framework to Par Funding’s biggest, most bitter rival, making Heskin the de facto prosecutor.

**EXHIBIT: PROOF OF HESKIN/SEC EMAIL CORRESPONDENCE**

*****Once Amie Berlin saw Norman Valz's Declaration filed in the Southern District of Florida as an exhibit to the Defendant's Joint Opposition to a Preliminary Injunction (DE-148) she panicked and emailed it to Shane Heskin on Saturday at 3:04am. (Look at the Subject of the email)**

**To:** Berlin, Amie R.[BerlinA@sec.gov]
**From:** Heskin, Shane
**Sent:** 2020-08-15T10:22:37-04:00
**Importance:** Normal
**Subject:** RE: DE 148-12 Ex. J.pdf
**Received:** 2020-08-15T10:22:51-04:00

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First, Norm does not have personal knowledge on a lot of these cases because he was not even counsel in many cases.

Second, I sent you two Sanchez (Chief Judge) decisions he conveniently ignores. One holds that we stated valid RICO claims for usury under Texas law because CBSG cannot evade state law through choice of law clause, and (2) permitting class claims to go forward because we stated valid claim that class waiver was unconscionable. I also sent our recent motion to certify a class in that case.

Third, Norm cites the Suess case where judge refused to apply CA law (contrary to Sanchez) but fails to cite decision in same case where he upheld our claims based on NY law (the Broadway Advance agreements have NY choice of law provisions). We appealed the decision refusing to apply CA law and it ultimately settled. We will send decision upholding claims under NY law.

Fourth, the Borreal decision is outrageous. We appealed that decision and Norm settled the case directly with client without telling me. He is lucky I did not file an ethical complaint. We also never briefed the issue of loan versus sale in that case. We only briefed choice of law and court's ruling on loan versus sale was dicta.

Fifth, I sent you the Katz decision, which we recently won against CBSG. It was not a usury decision but it held CBSG improperly filed a COJ and improperly sent UCC lien notices. It also granted emergency injunctive relief, which they violated by failing to comply (only sent a handful of retraction letters) and are still violating.

Sixth, there are at least two decisions against CBSG vacating COJs because they improperly confessed judgment against guarantor (one by Sanchez and one in state court). Let me know if you want them.

Seventh, Norm ignores the growing trend of cases holding that MCAs are loans. I will send you our briefing on this issue so you have it.

Finally, in almost all of my cases against CBSG, I sue the John and Jane Doe investors, claiming they are part of RICO conspiracy and Sanchez upheld those claims in detailed RICO decision I sent you. That is something I would think investors would want to know before investing and becoming a potential defendant in a major class action.

Do you need me to do a counter declaration?

**From:** Berlin, Amie R. <BerlinA@sec.gov>
**Date:** Saturday, Aug 15, 2020, 3:04 AM
**To:** Heskin, Shane <heskins@whiteandwilliams.com>
**Subject:** DE 148-12 Ex. J.pdf

CAUTION: This message originated outside of the firm. Use caution when opening attachments, clicking links or responding to requests for information.

**The "Aura" of Loan Sharking**

Let's be perfectly clear: Joe LaForte was never even charged with usury.

Yet, Heskin and Berlin deliberately plastered the words "loans" and "400% interest" into the very first paragraph of the official indictment. This was Heskin's handiwork, and it served a specific, malicious purpose: to create an aura of a loan sharking operation.

It worked. That single, deceitful paragraph swayed the judge, whipped the press into a frenzy, and sent the public on a witch hunt based on a fundamentally phony premise.

We at the Freedom Fighters of America will not let these unelected bureaucrats and bitter lawyers rewrite the law to destroy American businesses. It's time to drag this fraud out into the light and hold the SEC accountable for poisoning the well of justice.