

**COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE SECRETARY OF THE COMMONWEALTH  
SECURITIES DIVISION  
ONE ASHBURTON PLACE, ROOM 1701  
BOSTON, MASSACHUSETTS 02108**

IN THE MATTER OF:	)	
RETIRE HAPPY, LLC,	)	
JULIE A. MINUSKIN, and	)	
JOSHUA P. STOLL,	)	
RESPONDENTS.	)	Docket No. E-2020-0050

**ADMINISTRATIVE COMPLAINT**

**I. PRELIMINARY STATEMENT**

The Enforcement Section of the Massachusetts Securities Division of the Office of the Secretary of the Commonwealth (the “Enforcement Section” and the “Division,” respectively) files this Administrative Complaint (the “Complaint”) to commence an adjudicatory proceeding against Respondents Retire Happy, LLC (“Retire Happy”), Julie A. Minuskin (“Minuskin”), and Joshua P. Stoll (“Stoll) (collectively “Respondents”) for violations of MASS. GEN. LAWS ch. 110A, the Massachusetts Uniform Securities Act (the “Act”), and 950 MASS. CODE REGS. 10.00-14.413 (the “Regulations”). The Enforcement Section alleges that Respondents engaged in acts and practices in violation of Sections 101, 201 and 301 of the Act and Regulations by fraudulently offering and selling unregistered and non-exempt securities to Massachusetts investors without being registered to do so.

The Enforcement Section seeks an order: 1) finding as fact all allegations set forth in Section VII of the Complaint; 2) finding that all the sanctions and remedies detailed herein are in the public interest and necessary for the protection of Massachusetts investors;

3) requiring Respondents to permanently cease and desist from further conduct in violation of the Act and Regulations in the Commonwealth; 4) censuring Respondents; 5) requiring Respondents to provide an accounting for those losses attributable to the alleged wrongdoing; 6) requiring Respondents to provide restitution to fairly compensate investors for those losses attributable to the alleged wrongdoing; 7) requiring Respondents to make offers of rescission to all residents of the Commonwealth who purchased securities sold in violation of the Act; 8) requiring Respondents to disgorge all profits and other direct or indirect remuneration received from the alleged wrongdoing; 9) permanently barring Respondents from registering in the Commonwealth as, associating with, or acting as a broker-dealer, broker-dealer agent, investment adviser, investment adviser representative, Securities and Exchange Commission registered investment adviser, investment adviser exempted from registration, a person relying on an exclusion from the definition of investment adviser in any capacity, issuer, issuer-agent, or partner, officer, director, or control person of any of the above; 10) permanently barring Respondents from associating with or registering in the Commonwealth as an issuer and/or issuer-agent of securities; 11) imposing an administrative fine on Respondents in an amount and upon such terms and conditions as the Director or Presiding Officer may determine; and 12) taking any such further action which may be in the public interest and necessary and appropriate for the protection of Massachusetts investors.

## **II. SUMMARY**

Since 2012, Retire Happy has been in the business of fraudulently exploiting the retirement accounts of seniors and other individuals for their own enrichment. Since its inception, Retire Happy has operated as an unregistered broker-dealer and unregistered

investment adviser in many states, including Massachusetts, and, in the course of such operation, through its staff of unregistered agents and investment adviser representatives, offered and sold at least \$2,483,750 in unregistered non-exempt promissory note securities to at least eleven Massachusetts investors.

The first part of Retire Happy's business model depends upon contracting with issuers around the country. These issuers provide substantial compensation to Retire Happy in return for Retire Happy's help in finding investors for the offerings of their unregistered securities. Many of these issuers cannot find funding from any other source and are close to bankruptcy. The uncertain financial condition of the issuers makes it unlikely that any investor could recover its principal, however, Retire Happy's staff of unregistered persons is trained to sell the promissory notes as secure, safe and guaranteed investments. Retire Happy is paid a finder's fee of twelve percent (12%) for each investment into these issuers which means that out of the approximately \$2,483,750 of promissory notes sold in Massachusetts, Retire Happy received finder's fees of approximately \$290,050.

The second part of Retire Happy's business model depends upon convincing retirees, senior and others with substantial retirement assets to transfer their funds into self-directed independent retirement accounts at Provident. Although not disclosed to accountholders, Provident and Retire Happy have an agreement whereby Retire Happy is compensated for every account opened at Provident.

Retire Happy's primary business is to facilitate the offer and sale of unregistered and non-exempt promissory note securities, however, Retire Happy is not registered to offer or sell securities under any state or federal laws. With this action, the Enforcement Section seeks to prevent further harm to Massachusetts investors by Respondents.

### **III. JURISDICTION AND AUTHORITY**

1. As provided for by the Act, the Division has jurisdiction over matters relating to securities pursuant to chapter 110A of Massachusetts General Laws.
2. The Enforcement Section brings this action pursuant to the authority conferred upon the Division by Section 407A and 414 of the Act, wherein the Division has the authority to conduct an adjudicatory proceeding to enforce the provisions of the Act and the Regulations.
3. This proceeding is brought in accordance with Sections 101, 201, 301, and 407A, and 414 of the Act and its Regulations.
4. The Enforcement Section reserves the right to amend this Complaint and bring additional administrative complaints to reflect information developed during the current and ongoing investigation.

### **IV. RELEVANT TIME PERIOD**

5. Except as otherwise expressly stated, the conduct described herein occurred during the time period of January 1, 2012, to January 31, 2019 (the "Relevant Time Period").

### **V. RESPONDENTS**

6. Retire Happy, LLC ("Retire Happy") is a limited liability company organized in Nevada on January 18, 2012, with a last known principal place of business located at 4840 W. University Avenue, A-1, Las Vegas, Nevada 89103. Retire Happy is not registered in any capacity in the securities industry. Retire Happy is not currently registered as an insurance company in Nevada.
7. Julie Ann Minuskin ("Minuskin") is a Nevada resident, with a last known address located at 7268 West Camero Avenue, Las Vegas, Nevada 89113. Minuskin is the sole

managing member and agent of Retire Happy. Minuskin is not registered in any capacity in the securities industry. From January 5, 2012 through February 2020, Minuskin was a licensed insurance agent with the Nevada Division of Insurance. Minuskin is not currently registered as an insurance agent in Nevada.

8. Joshua Patrick Stoll (“Stoll”) is a Nevada resident with a last known address at 5306 Jacob Peace Avenue, Las Vegas Nevada 89139, and an employee of Retire Happy. Stoll is not registered in any capacity in the securities industry. Stoll is not currently registered as an insurance agent in Nevada.

## VI. RELATED PARTIES

9. Provident Trust Group, LLC (“Provident”), is a limited liability company, organized in Nevada on August 14, 2009, with a principal place of business located at 8880 West Sunset Road, Suite 250, Las Vegas, Nevada 89148. Among other things, Provident provides trust administration, fund administration services, escrow services, asset custody and related services for self-directed independent retirement accounts (“SDIRA”) and 401(k) administration.

10. Monarch Capital Investment Fund, LLC (“Monarch”) is a limited liability company, organized in California on January 30, 2014, with a principal place of business located at 620 Newport Center drive, Suite 1100, Newport Beach, California 92660. Monarch is a real estate investment company.

11. Adomani, Inc. (“Adomani”) is a Delaware corporation, formed on December 19, 2016, with a principal place of business at 4740 Green River Road, Suite 106, Corona, California 92880. Adomani purportedly manufactures kits for converting gas engines to electric and hybrid engines.

12. DNF Gap Funding, LLC is a limited liability company, organized in Nevada on May 1, 2014, with a principal place of business located at 1810 E. Sahara Avenue, Suite 215, Las Vegas, Nevada 89104.

13. Golden Genesis, Inc. (“Golden Genesis”) is a Nevada corporation, formed on March 31, 2016, with a principal place of business located at 16486 Bernardo Center Drive, #170, San Diego, California 92128. Golden Genesis currently does business as NuPlasma.

14. Glen Oaks Resort, LLC (“Glen Oaks”) is a limited liability company, organized in Florida on August 2, 2017, with a principal place of business located at 5711 Richard Street, Suite One, Jacksonville, Florida 32216. Glen Oaks is a real estate holding company.

15. Dibo Holdings, LLC is a limited liability company, organized in Florida on July 25, 2011, with a principal place of business located at 501 Boating Club Road, St. Augustine, Florida 32084.

16. SkinVisible, Inc. is a Nevada corporation, formed on March 5, 1998, with a principal place of business located 6320 S. Sandhill Road, Unit 10, Las Vegas, Nevada 89120.

17. Virtual Communications Corporation (“Virtual Communications”) is a Nevada corporation, formed on January 26, 2012, with a principal place of business located at 311 E. Warm Springs Road, Suite 100, Las Vegas, Nevada, 89119. Virtual Communications filed for bankruptcy in 2018.

18. Raco Holdings, Inc. was a Utah corporation, formed on August 1, 2012. Its registration expired on November 25, 2015.

19. Zali Holdings, LLC is a limited liability company organized in Florida on April 1, 2013, with a principal place of business located at 52 Tuscan Way, St. Augustine, Florida 32084.
20. Cryotherm USA, Inc. was a Florida corporation formed on July 19, 2012. Between January 1, 2020 and May 31, 2020, its status as a Florida corporation became inactive.
21. DreamTeam 1416 LLC was a limited liability company organized in Florida on October 10, 2017. Between July 1, 2020 and September 30, 2020, its status as a Florida corporation became inactive.
22. Zeal Wine Imports, Inc. (“Zeal”) was a California corporation formed on February 27, 2004. Zeal’s last corporate filing was dated December 15, 2014 and its status as a California corporation is suspended.
23. Equialt Fund III, LLC was a limited liability company organized in Florida on January 31, 2014. It was involuntarily dissolved on August 6, 2015.
24. T&M Urban Group, LLC is a limited liability company organized in Nevada on March 18, 2015, with a principal place of business located at 2830 Gables Vale Ct., Las Vegas, Nevada, 89121.
25. Austin Land Development LLC is a limited liability company organized in Nevada on June 28, 2018, with a principal place of business located at 9232 Marlia St., Las Vegas, Nevada 89123.
26. On information and belief, Adaptive Identity Solutions LLC, 12454 Georgiana Warren MI 48089 and 2528 N. California LLC are also associated issuers of Respondents.
27. Each entity identified in paragraphs 10 through 26 shall hereinafter be referred to as “Issuer” or collectively “Issuers.”

## VII. STATEMENT OF FACTS

### A. Retire Happy's Business

28. According to Retire Happy's website, it provides services to "help you plan and implement your investment and retirement strategies."

29. Retire Happy's website offers to help individuals with opening SDIRAs so that they can place their retirement funds into alternative investments. Among other things, the website states:

With a SDIRA, you are not limited to the investment offerings of your custodian/trustee. By using a trust company as the administrator for your account, you get greater flexibility in the number of investment choices you have!

Examples of the flexibility you have using a Self-Directed IRA

If you work in or know the real estate field, you can invest in real estate.

If you work in or know the mortgage field, you can use your IRA as a lender.

If you know of or work for a company looking to raise capital, you can invest in a note with that company.

30. The Retire Happy website further states that Retire Happy offers "**FREE FINANCIAL ANALYSIS**" (emphasis in original) and that "Retire Happy can help you establish your Self-Directed IRA account simply by [t]ransferring your current 401(k) (employer retirement plan) to a Self-Directed IRA Custodian" and "[t]ransferring your current IRA balance to a Self-Directed IRA Custodian" and/or "[f]unding your IRA contribution to Self-Directed IRA Custodian."

31. At all times, Minuskin served as sole manager for Retire Happy. Upon information and belief, Minuskin created or caused to be created the content for the Retire Happy website located at [www.retirehappy.com](http://www.retirehappy.com).



## **B. Relationship Between Retire Happy And Provident**

32. In or about April, 2012, Retire Happy and Provident entered into a Professional Program Referral Agreement (the "Provident Agreement"). Under the terms of the Provident Agreement, Retire Happy was to receive the following compensation for each customer referral to Provident:

- A one-time fee of twenty percent (20%) of net profits for trust and escrow services during the first year after the account was opened;
- A one-time \$100,000 fee for each IRA and 401(k) opened;
- A one-time fee of twenty percent (20%) of net profits for fund administration services during the first year after the account was opened; and
- A one-time fee of twenty percent (20%) of net profits for irrevocable life insurance trusts during the first year after the account was opened.

33. According to the Provident Agreement, Retire Happy was to disclose the referral fees to customers.

34. In or about September 2015, Retire Happy and Provident entered into a Professional Alliance Fee Agreement ("Fee Agreement"). The Fee Agreement provided that in addition to the fees that Retire Happy received under the Provident Agreement, it would also receive fees according to a Fee Addendum attached to the Fee Agreement. Specifically, Retire Happy would receive \$100 for each traditional/Roth IRA, SEP or SIMPLE IRA, and individual (K) plan opened at Provident by a Retire Happy referred customer.

## **C. Relationship Between Retire Happy And The Issuers**

35. Retire Happy entered into contracts with the Issuers to receive compensation for facilitating offers and sales of Issuer securities.

36. According to one Issuer Finder's Fee Agreement ("Finder's Fee Agreement"), Retire Happy "has introduced and/or will introduce potential investors" to the Issuer for compensation.

37. Specifically, the Finder's Fee Agreement states among other things, that the Issuer will "identify six million (\$6,000,000.00) for the [Issuer] within 12 months"; investors will be given promissory notes and that for every investment, the Issuer would receive "twelve percent (12%) of the proceeds"; and that Retire Happy's fees were to be "based on the gross amount invested, prior to any deductions, expenses or offsets of any kind."

38. The Finder's Fee Agreement further states that "[t]his agreement relates solely to [Retire Happy's] services as a finder in introducing the [Issuer] to prospective investors" and that "[t]here are no additional services that [Retire Happy] is required to perform to be entitled to the above compensation in the event an investment is made."

39. In the Finder's Fee Agreement, Retire Happy further represented to the Issuer that "IT IS NOT A LICENSED SECURITIES DEALER, AND THAT THIS AGREEMENT IS NOT INTENDED FOR THE PURPOSE OF BUYING, Selling (sic) OR TRADING SECURITIES."

40. On information and belief, Retire Happy entered into a finder's fee agreement with all of the Issuers.

41. The Issuer promissory notes that were offered and sold by Retire Happy to Massachusetts and other investors were securities. Specifically, Section 401(k) of the Act state in pertinent part that "'Security' means any note". Issuers associated with Retire Happy offered investors promissory notes with a term of at least twelve (12) months with the option to extend the term for an additional three (3) months and an automatic extension of twelve (12) months. In addition, each investor promissory note promised returns of between nine-twelve percent (9-12%).

42. The promissory notes executed between the Issuer and the investors' Provident SDIRA accounts were titled "Secured Promissory Note", however, the promissory note does not identify any collateral.

43. Retire Happy facilitated the investment of funds by Massachusetts investors into the securities of the Issuers.

44. Investments in private placement promissory notes are not investments that can be held in traditional retirement accounts. In order to make the investment in the Issuers, Retire Happy assisted Massachusetts investors with opening SDIRA accounts with Provident.

**D. Unregistered Activity**

45. The Issuer promissory notes were not registered or exempt from registration under state or federal law.

46. Retire Happy was not registered in any capacity in the securities industry.

47. Neither Minuskin, Stoll or any other employee of Retire Happy was registered in any capacity in the securities industry.

**E. Massachusetts Investor Harm**

48. During the Relevant Time Period, Retire Happy offered and sold at least \$2,483,750 of unregistered and non-exempt Issuer promissory notes to at least eleven (11) Massachusetts investors.

**a. Investor One**

49. Investor One is a sixty-year-old Massachusetts resident. Investor One works as a database administrator and computer-aided designer and has little to no investment experience.

50. Investor One learned about Retire Happy after receiving an unsolicited cold call from a Retire Happy representative.

51. Investor One was told that the promissory notes being offered were from reputable Issuers and that they were safe investments. The Retire Happy representative told Investor One: “no way this investment is going to fail, everything will have to come to an end before you lose any money.”

52. Investor One stated that in addition to guaranteeing the safety of the principal, Retire Happy guaranteed that the promissory notes would earn between eight and 12 percent (8-12%) a year.

53. With the assistance of Retire Happy representatives, Investor One established her Provident account with funds that included money from retirement accounts. The money, approximately \$571,000, represented Investor One’s life savings.

54. Investor One’s funds were invested in Issuers associated with Retire Happy. Retire Happy selected and recommended Investor One’s promissory note investments.

55. From 2016 through 2018 Investor One purchased eight Issuer promissory notes through Retire Happy totaling \$571,000.

56. On January 22, 2016, Investor One purchased an Issuer promissory note in the amount of \$4,000.

57. On February 2, 2016, Investor One purchased two Issuer promissory notes; one in the amount of \$149,000 and one in the amount of \$67,000.

58. On May 13, 2016, Investor One purchased an Issuer promissory note in the amount of \$69,000.

59. On November 17, 2012, Investor One purchased an Issuer promissory note in the amount of \$20,000.

60. On November 21, 2016, Investor One purchased an Issuer promissory note in the amount of \$100,000.

61. On April 28, 2017, Investor One purchased an Issuer promissory note in the amount of \$130,000.

62. On May 17, 2018, Investor One purchased an Issuer promissory note in the amount of \$32,000.

63. Investor One stated that for the first two years, the promissory notes paid on a monthly basis between eight (8) and twelve (12) percent.

64. Investor One stated that after two years, monthly interest payments were no longer being received in the Provident account.

65. Investor One stated that Retire Happy completed the investor information to invest in the Issuer promissory notes without the help of Investor One and then provided the final promissory note for execution. No other Issuer information was provided to Investor One.

66. Retire Happy did not disclose to Investor One any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**b. Investor Two**

67. Investor Two is an eighty-year old retired resident of Massachusetts. Investor Two has little to no investment experience.

68. Investor Two received an unsolicited cold call from Stoll. During this conversation, Stoll guaranteed that any investment made would be safe.

69. Stoll told Investor One that the promissory note would pay interest between ten (10) and fifteen (15) percent and that the principal would be returned intact on the second year of the anniversary of the promissory note.

70. In or about August 2014, Investor Two funded a Provident account with \$52,000 rolled over from retirement accounts for investment into the Issuer promissory notes.

71. Investor Two stated that Stoll selected and recommended the investments. Investor Two received two Issuer promissory notes in the total amount of \$52,000.

72. On September 24, 2014, Investor Two purchased an Issuer promissory note in the amount of \$27,000.

73. On December 22, 2014, Investor Two purchased an Issuer promissory note in the amount of \$25,000.

74. Investor Two stated that after approximately ten months, interest payments on the notes were no longer received in the Provident account.

75. On August 15, 2016, Investor Two wrote to Minuskin for assistance in recovering the principal and interest due under the promissory notes and was referred to the issuers of the promissory notes.

76. The issuers of Investor Two's promissory notes revealed to Investor Two that they were start-up companies on the verge of dissolution. Investor Two would not have invested in the issuers if the true financial condition of the issuers had been revealed prior to making the investment. Apart from the executed Issuer promissory notes, no other Issuer information was provided to Investor Two.

77. Retire Happy did not disclose to Investor Two any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**c. Investor Three**

78. Investor Three is a sixty-eight year-old Massachusetts resident. Investor Three works as a caregiver and telemarketer and has little to no experience with investments.

79. Investor Three received an unsolicited call from Stoll. During the conversation, Investor Three Stoll guaranteed that the promissory notes would earn at least ten (10) percent monthly interest. Investor Three's objective was to make a safe investment that would grow her life savings.

80. With the assistance of Retire Happy representatives, Investor Three rolled over her retirement accounts to Provident.

81. Stoll told Investor Three that the investments were safe and upon maturity, eighteen months later, Investor Three would receive back the entire principal. Stoll selected and recommended the Issuer promissory notes that Investor Three purchased.

82. Between 2013 to 2018, Investor Three invested in thirteen Issuer promissory notes in the total amount of \$573,000.

83. On May 31, 2013, Investor Three purchased an Issuer promissory note in the amount of \$67,000.

84. On June 3, 2013, Investor Three purchased an Issuer promissory note in the amount of \$53,000.

85. On June 4, 2013, Investor Three purchased an Issuer promissory note in the amount of \$100,000.

86. On June 7, 2013, Investor Three purchased an Issuer promissory note in the amount of \$50,000.

87. On February 7, 2014, Investor Three purchased an Issuer promissory note in the amount of \$85,000.
88. On February 14, 2014, Investor Three purchased an Issuer promissory note in the amount of \$15,000.
89. On October 1, 2014, Investor Three purchased an Issuer promissory note in the amount of \$10,000.
90. On October 3, 2014, Investor Three purchased an Issuer promissory note in the amount of \$8,000.
91. On June 16, 2015, Investor Three purchased an Issuer promissory note in the amount of \$23,000.
92. On July 20, 2015, Investor Three purchased an Issuer promissory note in the amount of \$10,000.
93. On January 26, 2016, Investor Three purchased an Issuer promissory note in the amount of \$20,000.
94. On October 11, 2017, Investor Three purchased an Issuer promissory note in the amount of \$32,000.
95. On August 28, 2018, Investor Three purchased an Issuer promissory note in the amount of \$100,000.
96. Retire Happy did not disclose to Investor Three any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**d. Investor Four**

97. Investor Four is a forty-two year-old resident of Massachusetts. Investor Four works as an aesthetician and has little to no investment experience.



98. Retire Happy representatives selected and recommended the Issuer promissory notes that Investor Four purchased.

99. With the assistance of Retire Happy representatives, Investor Four rolled over her retirement account to Provident.

100. Investor Four invested in three (3) Issuer promissory notes in the total amount of \$42,000.

101. On March 18, 2018, Investor Four purchased an Issuer promissory note in the amount of \$4,000.

102. On March 23, 2018, Investor Four purchased an Issuer promissory note in the amount of \$24,500.

103. On April 23, 2018, Investor Four purchased an Issuer promissory note in the amount of \$13,500.

104. Retire Happy did not disclose to Investor Four any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**e. Investor Five**

105. Investor Five is a fifty-six year-old Massachusetts resident. Investor Five works as a bank teller and has little to no investment experience.

106. Investor Five learned about Retire Happy from a friend and was contacted by Stoll.

107. Stoll told Investor Five that there were many investments available, but did not discuss specifics.

108. Investor Five agreed to invest. Retire Happy and Stoll facilitated the opening of a Provident account funded by \$14,000 in retirement assets and forwarded an Issuer

promissory note. Retire Happy selected the Issuer promissory note for Investor Five without consulting Investor Five.

109. On June 25, 2015, Investor Five purchased an Issuer promissory note in the amount of \$14,000.

110. Investor Five did not know anything about the issuer of the promissory note. After conducting a Google search, Investor Five found that the issuer's business was in experimental fuel. Apart from the executed Issuer promissory note, no other information about the issuer was provided to Investor Five.

111. Retire Happy did not disclose to Investor Five any of the compensation that it was required to disclose under the terms of the Provident Agreement.

112. Although Investor Five received some monthly interest payments, the Provident account was closed in May 2017 and all of the funds were withdrawn.

**f. Investor Six**

113. Investor Six is a sixty-six year-old resident of Massachusetts. Investor Six is retired and has little to no experience with investments.

114. Investor Six met Retire Happy representatives at a real estate program. During the program, Retire Happy representatives gave a presentation about SDIRAs and safe promissory note investments held in a Provident account.

115. Investor Six subsequently received several calls from Stoll regarding investments in the promissory notes. Stoll promised safe investments and guaranteed the receipt of higher interest rates than ones found at traditional depository institutions.

116. Investor Six decided to open an account with Provident using funds from a retirement account.

117. Retire Happy was solely responsible for selecting and recommending the Issuer promissory note to Investor Six. In fact, Investor Six did not know the name of the issuer until the executed promissory note was received. Apart from the executed Issuer promissory note, no other information about the issuer was provided to Investor Six.

118. On March 29, 2017, Investor Six purchased an Issuer promissory note in the amount of \$74,500.

119. Retire Happy did not disclose to Investor Six any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**g. Investor Seven**

120. Investor Seven is a fifty-six year-old Massachusetts resident. Investor Seven works as a medical interpreter and has little to no experience with investments.

121. Investor Seven met Retire Happy representatives at an education seminar. During the seminar, Retire Happy representatives gave a presentation about the benefits of SDIRAs held in a Provident account.

122. Retire Happy representatives promoted safe high interest earning promissory notes to Investor Seven. Investor Seven liked the idea of a safe investment out of the stock market that paid a higher interest rate than the ones found at banks.

123. Investor Seven opened a Provident account funded by retirement assets.

124. Retire Happy representatives selected and recommended an Issuer promissory note for Investor Seven. Apart from the executed Issuer promissory note, no other information about the issuer was provided to Investor Seven.

125. On June 14, 2018, Investor Seven purchased an Issuer promissory note in the amount of \$10,750.

126. Retire Happy did not disclose to Investor Seven any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**h. Investor Eight**

127. Investor Eight is a Massachusetts resident.

128. On November 5, 2015, Investor Eight purchased two Issuer promissory notes, each in the amount of \$50,000.

129. On information and belief, Retire Happy facilitated the opening of a Provident account using retirement funds and selected and recommended the purchase of two Issuer promissory notes to Investor Eight.

130. On information and belief, Retire Happy did not disclose to Investor Eight any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**i. Investor Nine**

131. Investor Nine is a Massachusetts resident.

132. On July 15, 2017, Investor Nine purchased an Issuer promissory note in the amount of \$64,000.

133. On April 6, 2018, Investor Nine purchased an Issuer promissory note in the amount of \$30,000

134. On July 25, 2018, Investor Nine purchased an Issuer promissory note in the amount of \$20,000.

135. On October 29, 2018, Investor Nine purchased an Issuer promissory note in the amount of \$17,000.

136. On information and belief, Retire Happy facilitated the opening of a Provident account using retirement funds and selected and recommended the purchase of Issuer promissory notes to Investor Nine.

137. On information and belief, Retire Happy did not disclose to Investor Nine any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**j. Investor Ten**

138. Investor Ten is a Massachusetts resident.

139. On June 15, 2012, Investor Ten purchased an Issuer promissory note in the amount of \$79,000.

140. On December 31, 2014, Investor Ten purchased an Issuer promissory note in the amount of \$15,000.

141. On September 2, 2015, Investor Ten purchased an Issuer promissory note in the amount of \$60,000.

142. On September 10, 2016, Investor Ten purchased an Issuer promissory note in the amount of \$60,000.

143. On information and belief, Retire Happy facilitated the opening of a Provident account using retirement funds and selected and recommended the purchase of Issuer promissory notes to Investor Ten.

144. On information and belief, Retire Happy did not disclose to Investor Ten any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**k. Investor Eleven**

145. Investor Eleven is a Massachusetts resident.

146. On May 16, 2014, Investor Eleven purchased an Issuer promissory note in the amount of \$31,000.

147. On information and belief, Retire Happy facilitated the opening of a Provident account using retirement funds and selected and recommended the purchase of Issuer promissory notes to Investor Eleven.

148. On information and belief, Retire Happy did not disclose to Investor Eleven any of the compensation that it was required to disclose under the terms of the Provident Agreement.

**F. Conclusion**

149. To date, many Massachusetts investors have not received back any of their principal and almost all monthly interest payments from Issuers have ceased.

150. Retire Happy has offered and sold Issuer promissory notes to Massachusetts investors in the total amount of \$2,483,750. Furthermore, Retire Happy, Minuskin, Stoll, and other Retire Happy representatives were responsible for selecting and recommending Issuer promissory notes to Massachusetts investors and facilitating the transfer of investors' retirement assets into Provident SDIRA accounts specifically to purchase unregistered and non-exempt Issuer promissory notes.

## **VIII. VIOLATIONS OF LAW**

### **Count I – Violations of MASS. GEN. LAWS ch. 110A, § 101(1)**

151. Section 101(1) of the Act provides:

It is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly (1) to employ any device, scheme, or artifice to defraud[.]

MASS. GEN. LAWS ch. 110A, § 101(1).

152. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

153. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 101(1).

### **Count II – Violations of MASS. GEN. LAWS ch. 110A, § 101(2)**

154. Section 101(2) of the Act provides:

It is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly (2) to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading[.]

MASS. GEN. LAWS ch. 110A, § 101(2).

155. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

156. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 101(2).

### **Count III – Violations of MASS. GEN. LAWS ch. 110A, § 101(3)**

157. Section 101(3) of the Act provides:

It is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly (3) to engage in any act, practice, or

course of business which operates or would operate as a fraud or deceit upon any person.

MASS. GEN. LAWS ch. 110A, § 101(3).

158. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

159. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 101(3).

**Count IV – Violations of MASS. GEN. LAWS ch. 110A, § 201(a)**

160. Section 201(a) of the Act provides:

It is unlawful for any person to transact business in this commonwealth as a broker-dealer or agent unless he is registered under this chapter.

MASS. GEN. LAWS ch. 110A, § 201(a).

161. Section 401(c) of the Act defines the term broker-dealer:

(c) 'Broker-dealer' means any person engaged in the business of effecting transactions in securities for the account of others or for his own account.

MASS. GEN. LAWS ch. 110A, § 401(c).

162. Section 401(b) of the Act provides:

(b) 'Agent' means any individual other than a broker-dealer who represents a broker-dealer or issuer in effecting or attempting to effect purchases or sales of securities.

...

A partner, officer, or director of a broker-dealer or issuer, or a person occupying a similar status or performing similar functions, is an agent only if he otherwise comes within this definition.

MASS. GEN. LAWS ch. 110A, § 401(b).

163. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.



164. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 201.

**Count V – Violations of MASS. GEN. LAWS. ch. 110A, § 201(b)**

165. Section 201(b) of the act provides:

(b) It is unlawful for any broker-dealer or issuer to employ an agent unless the agent is registered. The registration of an agent is not effective during any period when he is not associated with a particular broker-dealer registered under this chapter or a particular issuer. When an agent begins or terminates a connection with a broker-dealer or issuer, or begins or terminates those activities which make him an agent, the agent as well as the broker-dealer or issuer shall promptly notify the secretary.

MASS. GEN. LAWS. ch. 101A, § 201(b).

166. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

167. The conduct of Respondent Retire Happy, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 201(b).

**Count VI - Violations of Mass. Gen. Laws ch. 110A, § 201(c)**

168. Section 201(c) of the Act provides:

It is unlawful for any person to transact business in this commonwealth as an investment adviser or as an investment adviser representative unless he is so registered under this chapter.

MASS. GEN. LAWS ch. 110A, §201(c).

169. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

170. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 201(c).

**Count VII - Violations of MASS. GEN. LAWS ch. 110A, § 201(d)**

171. Section 201(d)(i) of the Act provides:

It is unlawful for:

- (i) any investment adviser required to be registered to employ an investment adviser representative unless the investment adviser representative is registered under this chapter, but the registration of an investment adviser representative shall not be effective during any period when he is not employed by an investment adviser registered under this chapter;

MASS. GEN. LAWS ch. 110A, §201(d)(i).

172. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

173. The conduct of Respondent Retire Happy, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 201(d).

**Count VIII – Violations of MASS. GEN. LAWS ch. 110A, § 301**

174. Section 301 of the Act provides:

It is unlawful for any person to offer or sell any security in the commonwealth unless:

- (1) the security is registered under this chapter;
- (2) the security or transaction is exempted under section 402; or
- (3) the security is a federal covered security.

MASS. GEN. LAWS ch. 110A, § 301.

175. The Enforcement Section herein re-alleges and re-states the allegations of fact set forth in Section VII above.

176. The conduct of Respondents, as described above, constitutes violations of MASS. GEN. LAWS ch. 110A, § 301.

## **IX. STATUTORY BASIS FOR RELIEF**

177. Section 407A of the Act provides, in pertinent part:

(a) If the secretary determines, after notice and opportunity for hearing, that any person has engaged in or is about to engage in any act or practice constituting a violation of any provision of this chapter or any rule or order issued thereunder, he may order such person to cease and desist from such unlawful act or practice and may take such affirmative action, including the imposition of an administrative fine, the issuance of an order for an accounting, disgorgement or rescission or any other such relief as in his judgment may be necessary to carry out the purposes of [the Act].

MASS. GEN. LAWS ch. 110A, § 407A.

## **X. PUBLIC INTEREST**

For any and all of the reasons set forth above, it is in the public interest and will protect Massachusetts investors for the Director to enter an order finding that such “action is necessary or appropriate in the public interest or for the protection of investors and consistent with the purposes fairly intended by the policy and provisions of this chapter [MASS. GEN. LAWS ch. 110A].”

## **XI. RELIEF REQUESTED**

The Enforcement Section of the Division requests that an order be entered:

- A. Finding as fact all allegations set forth in Section VII inclusive of the Complaint;
- B. Finding that all the sanctions and remedies detailed herein are in the public interest and necessary for the protection of Massachusetts investors;
- C. Requiring Respondents to permanently cease and desist from further conduct in violation of the Act and Regulations in the Commonwealth;
- D. Censuring Respondents;
- E. Requiring Respondents to provide an accounting for those losses attributable to the alleged wrongdoing;

- F. Requiring Respondents to provide restitution to fairly compensate investors for those losses attributable to the alleged wrongdoing;
- G. Requiring Respondents to make offers of rescission to all residents of the Commonwealth who purchased securities sold in violation of the Act;
- H. Requiring Respondents to disgorge all profits and other direct or indirect remuneration received from the alleged wrongdoing;
- I. Permanently barring Respondents from registering in the Commonwealth as, associating with, or acting as a broker-dealer, broker-dealer agent, investment adviser, investment adviser representative, Securities and Exchange Commission registered investment adviser, investment adviser exempted from registration, a person relying on an exclusion from the definition of investment adviser in any capacity, issuer, issuer-agent, or partner, officer, director, or control person of any of the above;
- J. Permanently barring Respondents from associating with or registering in the Commonwealth as an issuer and/or issuer agent of securities;
- K. Imposing an administrative fine on Respondents in an amount and upon such terms and conditions as the Director or Presiding Officer may determine; and
- L. Taking any such further action which may be in the public interest and necessary and appropriate for the protection of Massachusetts investors.

**MASSACHUSETTS SECURITIES DIVISION  
ENFORCEMENT SECTION**

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