

W. SHAWN MURNAHAN (Ga. Bar No. 529940)
Email: murnahanw@sec.gov

Attorneys for Plaintiff
Securities and Exchange Commission
950 E. Paces Ferry Road, Suite 900
Atlanta, GA 30326-1382
Tel: (404) 842-7600
Fax: (703) 813-9364

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

CONTRARIAN INVESTMENTS, LLC

Defendant.

Case No. 2:18-CV-01725

**CONSENT OF
DEFENDANT
CONTRARIAN
INVESTMENTS, LLC**

1 1. Defendant Contrarian Investments, LLC (“Defendant”) waives service
2 of a summons and the complaint in this action, enters a general appearance, and

1 admits the Court's jurisdiction over Defendant and over the subject matter of this
2 action.

3 2. Without admitting or denying the allegations of the complaint (except
4 as to personal and subject matter jurisdiction, which Defendant admits), Defendant
5 hereby consents to the entry of the final Judgment in the form attached hereto (the
6 "Final Judgment") and incorporated by reference herein, which, among other
7 things, permanently restrains and enjoins Defendant from violation of Section 5 of
8 the Securities Act of 1933 ("Securities Act") [15 U.S.C. 77e].

9 3. Defendant undertakes to:

- 10 i. Provide a copy of the Final Judgment to each of its current and
11 former members within thirty (30) days of the entry of this Final
12 Judgment via mail, e-mail, or such other method as may be
13 acceptable to the Commission's staff, together with a cover letter
14 in a form not unacceptable to the Commission's staff; and
- 15 ii. Certify, in writing, compliance with the undertaking set forth
16 above. The certification shall identify the undertaking(s), provide
17 written evidence of compliance in the form of a narrative, and be
18 supported by exhibits sufficient to demonstrate compliance. The
19 Commission staff may make reasonable requests for further
20 evidence of compliance, and Defendant agrees to provide such

1 evidence. Defendant shall submit the certification and supporting
2 material to Natalie M. Brunson, with a copy to the Office of Chief
3 Counsel of the Enforcement Division, no later than sixty (60) days
4 from the date of the completion of the undertakings.

5 Defendant waives the entry of findings of fact and conclusions of law pursuant to
6 Rule 52 of the Federal Rules of Civil Procedure.

7 4. Defendant waives the right, if any, to a jury trial and to appeal from
8 the entry of the Final Judgment.

9 5. Defendant enters into this Consent voluntarily and represents that no
10 threats, offers, promises, or inducements of any kind have been made by the
11 Commission or any member, officer, employee, agent, or representative of the
12 Commission to induce Defendant to enter into this Consent.

13 6. Defendant agrees that this Consent shall be incorporated into the Final
14 Judgment with the same force and effect as if fully set forth therein.

15 7. Defendant will not oppose the enforcement of the Final Judgment on
16 the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal
17 Rules of Civil Procedure, and hereby waives any objection based thereon.

18 8. Defendant waives service of the Final Judgment and agrees that entry
19 of the Final Judgment by the Court and filing with the Clerk of the Court will
20 constitute notice to Defendant of its terms and conditions. Defendant further

1 agrees to provide counsel for the Commission, within thirty days after the Final
2 Judgment is filed with the Clerk of the Court, with an affidavit or declaration
3 stating that Defendant has received and read a copy of the Final Judgment.

4 9. Consistent with 17 C.F.R. § 202.5(f), this Consent resolves only the
5 claims asserted against Defendant in this civil proceeding. Defendant
6 acknowledges that no promise or representation has been made by the Commission
7 or any member, officer, employee, agent, or representative of the Commission with
8 regard to any criminal liability that may have arisen or may arise from the facts
9 underlying this action or immunity from any such criminal liability. Defendant
10 waives any claim of Double Jeopardy based upon the settlement of this proceeding,
11 including the imposition of any remedy or civil penalty herein. Defendant further
12 acknowledges that the Court's entry of a permanent injunction may have collateral
13 consequences under federal or state law and the rules and regulations of self-
14 regulatory organizations, licensing boards, and other regulatory organizations.
15 Such collateral consequences include, but are not limited to, a statutory
16 disqualification with respect to membership or participation in, or association with
17 a member of, a self-regulatory organization. This statutory disqualification has
18 consequences that are separate from any sanction imposed in an administrative
19 proceeding. In addition, in any disciplinary proceeding before the Commission
20 based on the entry of the injunction in this action, Defendant understands that it

1 shall not be permitted to contest the factual allegations of the complaint in this
2 action.

3 10. Defendant understands and agrees to comply with the terms of 17
4 C.F.R. § 202.5(e), which provides in part that it is the Commission's policy "not to
5 permit a defendant or respondent to consent to a judgment or order that imposes a
6 sanction while denying the allegations in the complaint or order for proceedings,"
7 and "a refusal to admit the allegations is equivalent to a denial, unless the
8 defendant or respondent states that he neither admits nor denies the allegations."

9 As part of Defendant's agreement to comply with the terms of Section 202.5(e),
10 Defendant: (i) will not take any action or make or permit to be made any public
11 statement denying, directly or indirectly, any allegation in the complaint or
12 creating the impression that the complaint is without factual basis; (ii) will not
13 make or permit to be made any public statement to the effect that Defendant does
14 not admit the allegations of the complaint, or that this Consent contains no
15 admission of the allegations, without also stating that Defendant does not deny the
16 allegations; and (iii) upon the filing of this Consent, Defendant hereby withdraws
17 any papers filed in this action to the extent that they deny any allegation in the
18 complaint. If Defendant breaches this agreement, the Commission may petition
19 the Court to vacate the Final Judgment and restore this action to its active docket.
20 Nothing in this paragraph affects Defendant's: (i) testimonial obligations; or (ii)

1 right to take legal or factual positions in litigation or other legal proceedings in
2 which the Commission is not a party.

3 11. Defendant hereby waives any rights under the Equal Access to Justice
4 Act, the Small Business Regulatory Enforcement Fairness Act of 1996, or any
5 other provision of law to seek from the United States, or any agency, or any
6 official of the United States acting in his or her official capacity, directly or
7 indirectly, reimbursement of attorney's fees or other fees, expenses, or costs
8 expended by Defendant to defend against this action. For these purposes,
9 Defendant agrees that Defendant is not the prevailing party in this action since the
10 parties have reached a good faith settlement.

11 12. In connection with this action and any related judicial or
12 administrative proceeding or investigation commenced by the Commission or to
13 which the Commission is a party, Defendant (i) agrees to appear and be
14 interviewed by Commission staff at such times and places as the staff requests
15 upon reasonable notice; (ii) will accept service by mail or facsimile transmission of
16 notices or subpoenas issued by the Commission for documents or testimony at
17 depositions, hearings, or trials, or in connection with any related investigation by
18 Commission staff; (iii) appoints Defendant's undersigned attorney as agent to
19 receive service of such notices and subpoenas; (iv) with respect to such notices and
20 subpoenas, waives the territorial limits on service contained in Rule 45 of the

1 Federal Rules of Civil Procedure and any applicable local rules, provided that the
2 party requesting the testimony reimburses Defendant's travel, lodging, and
3 subsistence expenses at the then-prevailing U.S. Government per diem rates; and (v)
4 consents to personal jurisdiction over Defendant in any United States District
5 Court for purposes of enforcing any such subpoena.

6 13. Defendant agrees that the Commission may present the Final
7 Judgment to the Court for signature and entry without further notice.

8 14. Defendant agrees that this Court shall retain jurisdiction over this
9 matter for the purpose of enforcing the terms of the Final Judgment.

Dated: 7-2-2018 

The foregoing instrument was acknowledged before me on July 2nd,
2018, by Christopher G. Connelly, a person personally known to me who is the
Managing Member of Contrarian Investments, LLC, a Nevada Limited Liability
Company, and is duly authorized to execute this Consent.



Razvan Daniel Hicks
Notary Public
Commission expires: 04/22/2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.