

1 DANIEL S. LIM (Cal. Bar No. 292406)  
Email: limda@sec.gov  
2 YOLANDA OCHOA (Cal. Bar No. 267993)  
Email: ochoay@sec.gov  
3 BIANCA CADENA (Cal. Bar No. 308322)  
Email: cadenabi@sec.gov

4 Attorney for Plaintiff  
5 Securities and Exchange Commission  
Gary Y. Leung, Associate Director  
6 Douglas M. Miller, Supervisory Trial Counsel  
444 S. Flower Street, Suite 900  
7 Los Angeles, California 90071  
Telephone: (323) 965-3998  
8 Facsimile: (213) 443-1904

9  
10 **UNITED STATES DISTRICT COURT**  
11 **DISTRICT OF NEVADA**

12  
13 SECURITIES AND EXCHANGE  
14 COMMISSION,

15 Plaintiff,

16 vs.

17 CALVIN GUESS, MARCUS LIGON,  
18 and 5 FRUITS ENTERPRISES LLC,

19 Defendants.

Case No.

**COMPLAINT**

**JURY TRIAL DEMANDED**

20 Plaintiff Securities and Exchange Commission (“SEC” or the “Commission”)  
21 alleges:

22 **SUMMARY**

23 1. From 2021 to 2023, in communications with investors, Defendants  
24 Calvin Guess (“Guess”) and Marcus Ligon (“Ligon”) touted their company’s use of  
25 automated “bots” in trading securities, promised incredible returns, and guaranteed  
26 that investments would be used for options trading. None of this was true.  
27  
28

1 2. Instead, Defendants did not have bots or any other automated trading  
2 technology, failed to generate either the promised returns or give back original  
3 investments, and spent the vast majority of investor money on personal expenses and  
4 Ponzi-like payments.

5 3. Through their false and misleading claims and scheme to defraud  
6 investors, Defendants raised approximately \$4.7 million from over 140 investors  
7 across the country.

8 4. By engaging in this conduct, Defendants violated Sections 5(a), 5(c) and  
9 17(a) of the Securities Act, 15 U.S.C. §§ 77e(a), 77e(c), and 77q(a), and Section  
10 10(b) of the Exchange Act, 15 U.S.C. § 78j(b) and Rule 10b-5 thereunder, 17 C.F.R.  
11 § 240.10b-5.

12 5. Accordingly, the SEC seeks an order against Defendants permanently  
13 enjoining them from future violations of these provisions, permanently enjoining  
14 them from engaging in certain conduct, and requiring them to pay disgorgement plus  
15 prejudgment interest on any ill-gotten gains, and to pay civil monetary penalties.

16 **JURISDICTION AND VENUE**

17 6. The Court has jurisdiction over this action pursuant to Sections 20(b),  
18 20(d)(1) and 22(a) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C. §§  
19 77t(b), 77t(d)(1) & 77v(a), and Sections 21(d)(1), 21(d)(3)(A), and 27(a) of the  
20 Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78u(d)(1),  
21 78u(d)(3)(A), 78u(e) & 78aa(a).

22 7. Defendants have, directly or indirectly, made use of the means or  
23 instrumentalities of interstate commerce, of the mails, or of the facilities of a national  
24 securities exchange in connection with the transactions, acts, practices, and courses of  
25 business alleged in this complaint.

26 8. Venue is proper in this district pursuant to Section 22(a) of the Securities  
27 Act, 15 U.S.C. § 77v(a), and Section 27(a) of the Exchange Act, 15 U.S.C. § 78aa(a),  
28 because certain of the transactions, acts, practices and courses of conduct constituting

1 violations of the federal securities laws occurred within this district. In addition,  
2 venue is proper in this district because Defendants Calvin Guess and Marcus Ligon  
3 reside in this district, and Defendant 5 Fruits Enterprises LLC was formed in this  
4 district.

5 **THE DEFENDANTS**

6 9. **Calvin Guess**, age 38, resides in Las Vegas, Nevada. He is the founder  
7 and managing member of 5 Fruits Enterprises LLC. He has never been associated  
8 with any entity registered with the Commission.

9 10. **Marcus Ligon**, age 37, held the title of co-manager of 5 Fruits  
10 Enterprises LLC and functioned as Guess' administrative assistant. His last known  
11 residence was in Las Vegas, Nevada. He has never been associated with any entity  
12 registered with the Commission.

13 11. **5 Fruits Enterprises LLC** is a limited liability company that was  
14 formed in Nevada in October 2021. 5 Fruits was an investing entity that pooled funds  
15 to engage in automated options trading. It is no longer operational. It has never been  
16 registered with the Commission in any capacity.

17 **THE ALLEGATIONS**

18 **A. Guess and Ligon Form 5 Fruits**

19 12. In 2019, Guess founded and ran a subscription-based investment group  
20 through which he advised friends and associates on options trading, *i.e.*, buying or  
21 selling contracts that give the holder the right to buy or sell an underlying asset at a  
22 specific price by a certain date.

23 13. Ligon joined Guess in this endeavor, and lent his brokerage account to  
24 Guess so that Guess could make trades for himself and members of the group through  
25 it.

26 14. Guess and Ligon told certain members that "automated bots" had  
27 successfully executed options trades on their behalf, and that such trades had been  
28 successful.

1 15. Guess and Ligon recruited three of these members to become  
2 “ambassadors” for an investment vehicle they were creating.

3 16. These ambassadors were tasked with promoting options trading to  
4 potential investors in return for commissions.

5 17. On October 5, 2021, Guess and Ligon, as co-managers, formally  
6 registered 5 Fruits in Nevada.

7 18. On October 27, 2021, Guess and Ligon were signatories on and opened a  
8 bank account for 5 Fruits at Bank of America (“5 Fruits Account”).

9 19. Guess and Ligon each listed himself as a managing member of 5 Fruits  
10 on the 5 Fruits Account.

11 20. Guess and Ligon each had access to the 5 Fruits Account and authority  
12 to transfer funds in and out of the account.

13 **B. The Angel Investor and Option Fund Agreements**

14 21. Through these recruitment efforts, investors entered into 5 Fruits’  
15 “Option Fund” agreements starting in September 2021.

16 22. Initially, 5 Fruits offered a version of the Option Fund Agreement meant  
17 only for early investors, or angel investors (“Angel Investor Agreements”).

18 23. These Angel Investor Agreements required an initial investment and  
19 stated that “Angel Investors will receive their initial investment . . . after 190 business  
20 days.”

21 24. The Angel Investor Agreements clarified that the investments were in  
22 “Stock Options” or the “Stock Options Market.”

23 25. The Angel Investor Agreements also referenced “ROI” or “ROI  
24 Projections.” At least one of these “ROI Projections” was “\$925,000+.”

25 26. The Angel Investor Agreements also referred to the use of “Proprietary  
26 Computer Code.”

27 27. Certain Angel Investor Agreements also discussed how 5 Fruits had  
28 “proprietary information and know-how relating to [its] Fruits Bots invention.”

1 28. Certain Angel Investor Agreements specified that initial deposits would  
2 be paid directly to Guess's Zelle account.

3 29. Both Guess and Ligon approved the language in the Angel Investor  
4 Agreements, and distributed them to investors.

5 30. Following the angel investor round, 5 Fruits offered "Option190 Fund"  
6 contracts to more investors, which purportedly allowed investors to withdraw their  
7 initial investments after 190 days.

8 31. By mid-2022, 5 Fruits offered "Option360 Fund" contracts, which  
9 purportedly allowed investors to withdraw their initial investments after 360 days.

10 32. Ligon signed most of the Option190 Fund and Option360 Fund  
11 agreements (collectively, the "Option Fund Agreements") on behalf of 5 Fruits as its  
12 "Account Manager."

13 33. Guess signed many of these Option Fund Agreements on behalf of 5  
14 Fruits as an "Ambassador."

15 34. Each of the Option Fund Agreements:

16 (a) made clear that investors were making "an investment in Stock  
17 Options Markets" and required the investor to wire funds to the 5 Fruits Account that  
18 Guess and Ligon controlled;

19 (b) stated that the investor would receive a "flat compounding rate [of  
20 return] weekly" for the entire term of the agreement;

21 (c) required a "Minimum Investment Deposit Amount" of at least  
22 \$10,000.

23 (d) referred to the use of "Propriety Computer Code" and "Bots;" and

24 (e) guaranteed that investors would "be given their initial deposit  
25 back despite any losses or outcomes."

26 35. The initial Option190 Fund contracts stated that there was a "projected  
27 weekly rate [of] 8.2%," and published a table showing "examples of estimated returns  
28 based on the projected 8.2% weekly compounding rate." One such example in the

1 Option190 Fund table showed that an initial investment of \$10,000 would grow to  
2 \$77,608.41 in 26 weeks.

3 36. Subsequent Option190 Fund contracts stated that there was a “projected  
4 weekly rate [of] 5.6%,” and published a table showing “examples of estimated returns  
5 based on the projected 5.6% weekly compounding rate.” One such example in the  
6 Option 190 Fund table showed that an initial investment of \$15,000 would grow to  
7 \$118,937.87 after 38 weeks.

8 37. The Option360 Fund contracts stated that there was a “projected weekly  
9 rate of 2.7%,” and published a table showing “examples of estimated returns based on  
10 the projected 2.7% weekly compounding rate.” One such example in the Option360  
11 Fund table showed that an initial investment of \$10,000 would grow to \$68,088.21 in  
12 72 weeks.

13 38. Both Guess and Ligon approved the language in the Option Fund  
14 Agreements and distributed—and had ambassadors distribute—them to investors.

15 **C. Violations of the Antifraud Provisions: Misrepresentations and**  
16 **Scheme Liability**

17 **1. Defendants’ False and Misleading Statements to Investors**

18 39. Guess and Ligon made various misrepresentations to prospective  
19 investors to induce them to sign the agreements and make investments in 5 Fruits.

20 **a. False and misleading statements about the return of**  
21 **investment and incredible gains**

22 40. As mentioned above, the Angel Investor and Option Fund Agreements  
23 guaranteed the return of initial deposits.

24 41. Also as mentioned above, the Option Fund Agreements projected  
25 lucrative returns.

26 42. Both Guess and Ligon approved the language in the Angel Investor and  
27 Option Fund Agreements before they were distributed to investors.

28

1 43. Both Guess and Ligon signed the Option Fund Agreements on behalf of  
2 5 Fruits.

3 44. Both Guess and Ligon distributed and had ambassadors distribute Angel  
4 Investor and Option Fund Agreements to investors.

5 45. Both Guess and Ligon told ambassadors to convey the guarantee of a  
6 return of initial deposit to investors.

7 46. Guess directly told investors that they “will be paid in full” and that  
8 “[e]very client will be paid.”

9 47. Both Guess and Ligon reviewed, approved, and directed the creation of  
10 investor account statements on 5 Fruits letterhead that showed thousands and tens of  
11 thousands of dollars in purported weekly gains.

12 48. Ligon uploaded to a client portal and circulated to investors these  
13 account statements that showed the purported growth of their initial investments.

14 49. These statements that Guess and Ligon reviewed, approved, and made  
15 and caused to be made to investors regarding the return of initial deposit and  
16 projected returns on investment were false and misleading because: most investors—  
17 approximately 99 out of 145—never got any money back or any returns on their  
18 investments; there was never enough money in 5 Fruits to pay every investor back  
19 their initial deposits, let alone the purported gains specified in account statements;  
20 and Guess and Ligon spent most of the investor funds on personal expenses, making  
21 the return of all initial deposits impossible.

22 **b. False and misleading statements about 5 Fruits’ use of**  
23 **automated trading by “bots”**

24 50. As mentioned above, the Angel Investor and Option Fund Agreements  
25 referenced the use of proprietary code and bots with respect to investments.

26 51. Both Guess and Ligon directly told ambassadors and investors that 5  
27 Fruits used automated bots to execute stock trades with investor funds.  
28

1 52. Both Guess and Ligon reviewed, edited, and approved an investor pitch  
2 that included specific representations about 5 Fruits' use of bots, including the  
3 following, under the title "5 Fruits AI Technology:" "Our Sophisticated AI Robots  
4 suggest solutions to find profitable trades even in the most unstable markets,  
5 intelligently maximizing trading opportunities and reducing the possibility of losses  
6 without human intervention. This is a proprietary system."

7 53. At the direction of Guess and Ligon, ambassadors showed this pitch to  
8 investors.

9 54. These statements that Guess and Ligon reviewed, approved, and made  
10 and caused to be made to investors regarding 5 Fruits' use of automated bots to trade  
11 in stocks were false and misleading because no such technology was ever used by 5  
12 Fruits, Guess, or Ligon to make trades with investor money.

13 **c. False and misleading statements about use of funds**

14 55. As mentioned above, the Angel Investor and Option Fund Agreements  
15 specified that investor funds would be used for "stock options" or the "stock options  
16 market."

17 56. Both Guess and Ligon also directly told ambassadors and investors that  
18 investment funds would be used to make trades in the stock market.

19 57. While Guess and Ligon transferred approximately \$130,015 out of  
20 approximate \$4.7 million in investor funds to a brokerage account that Guess and  
21 Ligon had jointly opened on July 29, 2022, well after Guess and Ligon started raising  
22 money from investors for the purported purpose of automated options trading, they  
23 spent the vast majority of investor funds on themselves and on Ponzi-like payments  
24 to other investors. For example:

25 (a) Ligon transferred over \$1 million in investor funds to his own  
26 personal accounts and used that money for his own personal expenses.

27 (b) Guess transferred over \$800,000 in investor funds to his own  
28 personal accounts and used that money for his own personal expenses.

1 (c) Apart from these transfers, Guess and Ligon spent approximately  
2 \$600,000 in investor funds on American Express credit card payments, approximately  
3 \$275,000 in investor funds on cash withdrawals, approximately \$262,000 on other  
4 personal expenditures having nothing to do with options trades on behalf of investors  
5 (including gentlemen’s clubs, cars, and massages).

6 (d) Guess and Ligon spent approximately \$1 million in investor funds  
7 on Ponzi-like payments to other investors.

8 58. Accordingly, the statements that Guess and Ligon reviewed, approved,  
9 and made and caused to be made to investors regarding 5 Fruits’ use of investor funds  
10 were false and misleading because nearly all of that investor money was used to  
11 benefit Guess and Ligon personally or make Ponzi-like payments.

12 **2. Defendants Engaged in a Scheme to Defraud**

13 59. Guess and Ligon, whose conduct is imputed to 5 Fruits, also engaged in  
14 a scheme to defraud by making, or causing to be made, the above misrepresentations  
15 and misstatements to investors about: (1) return of investments and high gains; (2) the  
16 existence of automated bots in conducting securities transactions with investor funds;  
17 and (3) the use of investor funds.

18 60. In furtherance of their scheme, Guess and Ligon engaged in additional  
19 deceptive acts, including:

20 (a) Guess and Ligon, in or around July 2022, convincing investors to  
21 roll over their investments, rather than withdraw their alleged returns, by offering  
22 “extra incentives,” e.g., purportedly adding thousands of dollars to an initial  
23 investment if the investor rolled over their funds.

24 (b) Guess, in August 2022, lulling investors with false excuses about  
25 not being able to make payments due to “Fed involve[ement]” from the purportedly  
26 high number of times money was being wired back and forth to investors in August  
27 2022.

1 (c) Guess, in late 2022, lulling investors with false excuses about not  
2 being able to make payments due to 5 Fruits being “in the closing process of a  
3 company acquisition” in late 2022.

4 (d) Guess and Ligon, throughout the Relevant Period, commingling  
5 investor funds with personal funds, and using the investor funds for personal benefits,  
6 including credit card payments and entertainment, and to pay off other investors in  
7 Ponzi-like payments.

8 **D. The False and Misleading Statements Defendants Made Were**  
9 **Material**

10 61. Guess and Ligon’s false and misleading statements to investors were  
11 material.

12 62. A reasonable investor would have considered it important when making  
13 an investment decision to know that there was never enough money in 5 Fruits to pay  
14 back investors their initial deposit, let alone the astronomical returns promised.

15 63. A reasonable investor would have considered it important when making  
16 an investment decision to know that Guess and Ligon spent the majority of investor  
17 funds on personal expenses and to pay off other investors in Ponzi-like payments.

18 64. A reasonable investor would have considered it important when making  
19 an investment decision to know that automated bots were never used to make trades  
20 using investor money.

21 65. Finally, a reasonable investor would have considered it important that  
22 only \$130,015 out of \$4.7 million in investor funds was even transferred to a  
23 brokerage account to make stock trades.

24 **E. Defendants Acted with Scienter and Their Conduct was Negligent**

25 66. Guess and Ligon knew, or were reckless in not knowing, that their  
26 statements to investors, directly and through 5 Fruits materials, were materially false  
27 and misleading. Further, in making these statements, Guess and Ligon failed to  
28 behave with the level of care that a reasonable person would have exercised under the

1 same circumstances, and were negligent. Guess and Ligon’s state of mind and  
2 negligent conduct are imputed to 5 Fruits.

3 67. Guess and Ligon’s scienter and failure to act reasonably under the  
4 circumstances is demonstrated, in part, by the following:

5 (a) Guess and Ligon both reviewed, signed, and distributed Option  
6 Fund Agreements to investors knowing that they contained misrepresentations about  
7 the use of automated bots, returns on investment, and use of funds.

8 (b) Guess and Ligon directed that account statements containing fake  
9 investment returns be created, and Ligon distributed these misleading statements to  
10 investors knowing they were false.

11 (c) Guess and Ligon directed that pitches containing  
12 misrepresentations about the use of bots in investments, when they knew that no such  
13 bots were ever used, be shown to investors.

14 (d) Guess and Ligon spent the majority of investor funds on personal  
15 expenses and Ponzi-like payments.

16 (e) Guess and Ligon, who both controlled 5 Fruits’ dwindling bank  
17 and brokerage accounts, knew that their claims about ability to pay returns and initial  
18 investments, options trading using bots, and use of investor funds were false.

19 **F. Registration Violations: Sections 5(a) and 5(c) of the Securities Act**

20 68. Guess, Ligon, and 5 Fruits offered and sold Angel Investor Agreements  
21 and Options Fund Agreements (collectively, the “Agreements”) through interstate  
22 commerce to investors located in multiple states.

23 69. The Agreements were securities in the form of investment contracts, as  
24 they represented an investment of money, in a common enterprise, with the  
25 expectation of profits to be derived from the efforts of a third party.

26 70. The investors invested their money, which was pooled together for  
27 purported options trading, as Guess, Ligon, 5 Fruits, and the Agreements represented.  
28

1 71. Investors relied on Guess, Ligon, and 5 Fruits and their purported bots to  
2 invest their funds, and had no expectation that they would be required to participate  
3 in efforts to generate the returns.

4 72. Investors also had an expectation of profits to be generated from the  
5 enterprise, as Guess, Ligon, 5 Fruits, and the Agreements touted high returns.

6 73. No registration statements were filed with the Commission in connection  
7 with the offer and sale of the Agreements, and no exemptions to the registration  
8 requirement applied to the offering, as Defendants:

- 9 (a) engaged in a general solicitation when offering the Agreements;  
10 (b) offered and sold securities to investors in multiple states; and  
11 (c) failed to take reasonable steps to verify whether investors were  
12 accredited.

13 **FIRST CLAIM FOR RELIEF**

14 **Fraud in Connection with the Purchase or Sale of Securities**

15 **Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Thereunder**  
16 **(Against All Defendants)**

17 74. The SEC realleges and incorporates by reference paragraphs 1 through  
18 73 above.

19 75. In connection with the purchase or sale of securities, Defendants  
20 engaged in a scheme to defraud and made material misstatements, false statements,  
21 and omissions to investors. Specifically, Defendants made false and misleading  
22 statements about the return of and incredible gains on investments, the use of bots in  
23 stock trades, and the use of investor funds. Defendants also enticed investors with  
24 false promises, lulled investors with various false excuses, commingled investor  
25 funds with personal funds, and used investor money to pay for personal expenses.

26 76. By engaging in the conduct described above, Defendants, with scienter,  
27 and each of them, directly or indirectly, in connection with the purchase or sale of a  
28 security, and by the use of means or instrumentalities of interstate commerce, of the

1 mails, or of the facilities of a national securities exchange: (a) employed devices,  
2 schemes, or artifices to defraud; (b) made untrue statements of a material fact or  
3 omitted to state a material fact necessary in order to make the statements made, in the  
4 light of the circumstances under which they were made, not misleading; or (c)  
5 engaged in acts, practices, or courses of business which operated or would operate as  
6 a fraud or deceit upon other persons.

7 77. By engaging in the conduct described above, Defendants each violated,  
8 and unless restrained and enjoined will continue to violate, Section 10(b) of the  
9 Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R. § 240.10b-5.

10 **SECOND CLAIM FOR RELIEF**

11 **Fraud in the Offer or Sale of Securities**

12 **Violations of Sections 17(a) of the Securities Act**

13 **(Against All Defendants)**

14 78. The SEC realleges and incorporates by reference paragraphs 1 through  
15 73 above.

16 79. In the offer or sale of securities, Defendants engaged in a scheme to  
17 defraud and made material misstatements, false statements, and omissions to  
18 investors. Specifically, Defendants made false and misleading statements about the  
19 return of and incredible gains on investments, the use of bots in stock trades, and the  
20 use of investor funds. Defendants also enticed investors with false promises, lulled  
21 investors with various false excuses, commingled investor funds with personal funds,  
22 and used investor money to pay for personal expenses.

23 80. By engaging in the conduct described above, Defendants, directly or  
24 indirectly, in the offer or sale of securities by the use of means or instruments of  
25 transportation or communication in interstate commerce or by use of the mails  
26 (a) employed devices, schemes, or artifices to defraud; (b) obtained money or  
27 property by means of untrue statements of a material fact or by omitting to state a  
28 material fact necessary in order to make the statements made, in light of the

1 circumstances under which they were made, not misleading; or (c) engaged in  
2 transactions, practices, or courses of business which operated or would operate as a  
3 fraud or deceit upon the purchaser.

4 81. Defendants, with scienter, employed devices, schemes, or artifices to  
5 defraud; and Defendants, with scienter and negligence, obtained money or property  
6 by means of untrue statements of material fact or by omitting to state a material fact  
7 necessary in order to make the statements made, in light of the circumstances under  
8 which they were made, not misleading, and engaged in transactions, practices, or  
9 courses of business which operated or would operate as a fraud or deceit upon the  
10 purchaser.

11 82. By engaging in the conduct described above, Defendants each violated,  
12 and unless restrained and enjoined will continue to violate, Section 17(a) of the  
13 Securities Act, 15 U.S.C. § 77q(a).

14 **THIRD CLAIM FOR RELIEF**

15 **Unregistered Offer and Sale of Securities**

16 **Violations of Sections 5(a) and 5(c) of the Securities Act**

17 **(Against All Defendants)**

18 83. The SEC realleges and incorporates by reference paragraphs 1 through  
19 73 above.

20 84. Defendants participated in the offer and sale of securities, that is,  
21 investment contracts, and communicated with investors directly, via text, and via  
22 email regarding the same. The offer and sale of such securities were not registered  
23 with the SEC, and no exemption applied.

24 85. By engaging in the conduct described above, Defendants, and each of  
25 them, directly or indirectly, singly and in concert with others, made use of the means  
26 or instruments of transportation or communication in interstate commerce, or of the  
27 mails, to offer to sell or to sell securities, or carried or caused to be carried through  
28 the mails or in interstate commerce, by means or instruments of transportation,

1 securities for the purpose of sale or for delivery after sale, when no registration  
2 statement had been filed or was in effect as to such securities, and when no  
3 exemption from registration was applicable.

4 86. By engaging in the conduct described above, Defendants each violated,  
5 and unless restrained and enjoined, will continue to violate, Sections 5(a) and 5(c) of  
6 the Securities Act, 15 U.S.C. §§ 77e(a) & 77e(c).

7 **PRAYER FOR RELIEF**

8 WHEREFORE, the SEC respectfully requests that the Court:

9 **I.**

10 Issue findings of fact and conclusions of law that Defendants committed the  
11 alleged violations.

12 **II.**

13 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of  
14 Civil Procedure, permanently enjoining Defendants Guess, Ligon, and 5 Fruits, and  
15 their officers, agents, servants, employees, and attorneys, and those persons in active  
16 concert or participation with any of them, who receive actual notice of the judgment  
17 by personal service or otherwise, and each of them, from violating Sections 5(a), 5(c),  
18 and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e(c), and 77q(a)], and Section  
19 10(b) of the Exchange Act [15 U.S.C. §§ 78j(b)] and Rule 10b-5 thereunder [17  
20 C.F.R. § 240.10b-5].

21 **III.**

22 Issue judgments, in forms consistent with Rule 65(d) of the Federal Rules of  
23 Civil Procedure, permanently enjoining Defendants Guess and Ligon from directly or  
24 indirectly, including, but not limited to, through any entity owned or controlled by  
25 Guess or Ligon, (i) participating in the offer, sale or purchase of any security, and (ii)  
26 soliciting or accepting funds from any investor or potential investor in connection  
27 with the offer, sale or purchase of any security; provided, however, that such  
28 injunction shall not prevent Guess or Ligon from purchasing or selling securities for

1 his own personal account.

2 **IV.**

3 Order Defendants Guess, Ligon, and 5 Fruits to disgorge all funds received  
4 from their illegal conduct, together with prejudgment interest thereon, pursuant to  
5 Exchange Act Sections 21(d)(5) and 21(d)(7) [15 U.S.C. §§ 78u(d)(5) and 78u(d)(7)].

6 **V.**

7 Order Defendants Guess, Ligon, and 5 Fruits to pay civil penalties under  
8 Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the  
9 Exchange Act [15 U.S.C. § 78u(d)(3)] for their violations of the federal securities  
10 laws.

11 **VI.**

12 Retain jurisdiction of this action in accordance with the principles of equity and  
13 the Federal Rules of Civil Procedure in order to implement and carry out the terms of  
14 all orders and decrees that may be entered, or to entertain any suitable application or  
15 motion for additional relief within the jurisdiction of this Court.

16 **VII.**

17 Grant such other and further relief as this Court may determine to be just and  
18 necessary.

19  
20 Dated: September 4, 2025

*/s/ Daniel S. Lim*

\_\_\_\_\_  
Daniel S. Lim

Attorney for Plaintiff

Securities and Exchange Commission

**Commencement of an Action, Etc.**[2:25-cv-01655 Securities and Exchange Commission v. Guess et al](#)**United States District Court****District of Nevada****Notice of Electronic Filing**

The following transaction was entered by Lim, Daniel on 9/4/2025 at 2:56 PM PDT and filed on 9/4/2025

**Case Name:** Securities and Exchange Commission v. Guess et al

**Case Number:** [2:25-cv-01655](#)

**Filer:** Securities and Exchange Commission

**Document Number:** [1](#)

**Docket Text:**

**COMPLAINT against All Defendants by Securities and Exchange Commission. Certificate of Interested Parties due by 9/14/2025. Proof of service due by 12/3/2025. (Attachments: # (1) Civil Cover Sheet, # (2) Summons, # (3) Summons, # (4) Summons) (Lim, Daniel)**

**NOTICE of Certificate of Interested Parties requirement: Under Local Rule 7.1-1, a party must immediately file its disclosure statement with its first appearance, pleading, petition, motion, response, or other request addressed to the court.**

**2:25-cv-01655 Notice has been electronically mailed to:**

Daniel S. Lim limda@sec.gov

**2:25-cv-01655 Notice has been delivered by other means to:**

Calvin Guess

Marcus Ligon

The following document(s) are associated with this transaction:

**Document description:**Main Document

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1101333072 [Date=9/4/2025] [FileNumber=12057887-0]  
] [af9334613acea034290a7169162306ecea1e09aee05eefc19fa9da54f3367da4333  
9043dcf56130ba4939ce6ed18f401855199a4d473e453bc367c3eb1bbfcd7]]

**Document description:**Civil Cover Sheet

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1101333072 [Date=9/4/2025] [FileNumber=12057887-1]  
] [8538acffab5fb855b5d58bccc68820297a2b5acdf857b4a67ac94934eeaf6cf946  
4a9124e59c8b324eae3384b8aa472803fd337c5c22b4c979d852f0c2dffcd]]

**Document description:**Summons

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1101333072 [Date=9/4/2025] [FileNumber=12057887-2]  
] [3268f61aacce35bf490aeb34a63580dbc66436cf608cb0b5f41304c76b73c90bf92  
0f7d09f71598ad987944dec1f7faab20acefda9c3f31aa3f9aef179688a98]]

**Document description:**Summons

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1101333072 [Date=9/4/2025] [FileNumber=12057887-3]  
] [9e142387714a3adeff61efc83a84a0ee5e08db2e104cdca9de94ef24c45765f03fa  
5b95c35b2cdd0315bcba730971dd1dbd7bffbaf7574c369ba75000c29e85d]]

**Document description:**Summons

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1101333072 [Date=9/4/2025] [FileNumber=12057887-4]  
] [1b81b477337ee11f861dd23637cefeaf7125a445aa35b7b5be5f0e2d5b1e8fdce17  
892e3e3f187619135c281c708b074e1fc9d1d8679835a2dd9cfbe9f27fabb]]