UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

-*v.*-

CHRISTEL S. SCUCCI,
KAREN S. BEACH,
CAMERON H. LINTON, ESQ.,
PROTÉGÉ ENTERPRISES, LLC, and
CAPITAL EDGE ENTERPRISES, LLC,

Defendants,

Case No. 6:12CV646-ORL-37KRS

COMPLAINT

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

INTRODUCTION

1. From January 2010 through October 2011, defendant Christel Scucci ("Scucci") and her mother, defendant Karen Beach ("Beach"), through their respective *alter ego* companies, defendant Protégé Enterprises, LLC ("Protégé") and defendant Capital Edge Enterprises, LLC ("Capital Edge"), unlawfully sold approximately 3.3 billion shares of penny stock in unregistered transactions. They were able to acquire and sell most of this stock only because their lawyer, defendant Cameron Linton ("Linton"), issued baseless legal opinions stating that the transactions were exempt from the registration requirement of Section 5 of the Securities Act of 1933 ("Securities Act") [15 U.S.C. § 77(e)].

2. Protégé and Capital Edge obtained the stock through "wrap around agreements." The wrap around agreements involved supposed debts that certain microcap companies ("Issuers") owed to their officers, affiliates, or other persons often closely associated with the

company ("Affiliates"). Under the wrap around agreements, the Affiliates assigned their notes receivable to Protégé and Capital Edge in exchange for certain consideration, and the Issuers' existing unpaid debts were then owed to Protégé and Capital Edge. Furthermore, the Issuers' obligations to repay the debts were altered under the wrap around agreements so that Protégé and Capital Edge were to be paid either in cash (which the companies apparently did not have) or, at the election of Protégé and Capital Edge, in shares of the Issuers' common stock, at a deep discount to the prevailing market price.

3. Shortly after each wrap around agreement was executed, Protégé and Capital Edge generally requested stock rather than cash as payment by the Issuers. The Issuers, in response, instructed their transfer agents to issue Protégé and Capital Edge so-called "free trading" shares without a legend restricting the sale of the stock.

4. The transfer agents required assurances in the form of legal opinion letters that the transactions qualified for an exemption from the registration requirement under the federal securities laws before issuing the stock without restrictive legends to Protégé and Capital Edge. At Scucci's and Beach's request, Linton wrote baseless and legally deficient attorney opinion letters for Protégé and Capital Edge advising the transfer agents that the stock could be issued to Protégé and Capital Edge without restrictive legends and immediately sold into the market. When Linton wrote the opinion letters, he lacked an understanding of the applicable legal principles and failed to substantiate the factual predicate for his opinions.

5. But for the opinion letters, the transfer agents would not have issued the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of the Issuers' securities in violation of Section 5 of the Securities Act.

6. Shortly after receiving the purportedly unrestricted stock, Protégé and Capital Edge liquidated the shares in unlawful unregistered sales of securities.

7. Scucci, Beach, Protégé and Capital Edge repeatedly used the wrap around agreements to obtain and unlawfully sell billions of shares of stock from several penny stock Issuers. Scucci's and Protégé's illegal proceeds from the scheme exceeded $1.3 million. Beach's and Capital Edge's illegal proceeds exceeded $249,000. Linton received fees of at least $6,250 for authoring at least nine boilerplate legal opinion letters on these transactions.

8. Scucci, Beach, Protégé, and Capital Edge's sales violated Section 5 of the Securities Act [15 U.S.C. § 77(e)]. Through his participation in the scheme, Linton also violated, or aided and abetted the violations of, Section 5 of the Securities Act, and, pursuant to 15(b) of the Securities Act [15 U.S.C. §77o(b)], is liable to the same extent as the persons to whom such assistance was provided.

JURISDICTION AND VENUE

9. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d)(1), and 22(a) of the Securities Act [15 U.S.C. §§77t(b), 77t(d)(1) and 77v(a)].

10. Venue in this District is proper pursuant to Section 22 of the Securities Act [15 U.S.C. §77v(a)] because acts or transactions constituting federal securities laws violations occurred within the Middle District of Florida and all of the defendants reside in this District.

11. Defendants directly or indirectly, made use of the mails and of the means and instrumentalities of interstate commerce in furtherance of the acts, practices and courses of business described in this Complaint.

DEFENDANTS

12. Christel S. Scucci, age 39, resides in Casselberry, Florida. She is the sole managing member of Protégé.

13. Karen S. Beach, age 60, resides in River Ranch, Florida and is Scucci's mother. Beach formed Capital Edge when she was in bankruptcy, and remained its sole managing member until June 30, 2011, when Scucci replaced her in that role.

14. Protégé, a Florida limited liability company, was organized in January 2010. Its principal business address is in Casselberry, Florida. Protégé describes itself as in the business of marketing consulting and investing.

15. Capital Edge, a Florida limited liability company, was organized in May 2010. Its principal business address is in Winter Springs, Florida. Capital Edge describes itself as in the business of marketing consulting.

16. Cameron H. Linton, Esq., age 57, resides in Winter Park, Florida. He is an attorney licensed to practice law in the State of Florida. From approximately 2009 to the present, Linton's law practice has included writing opinion letters for clients involving transactions under the federal securities laws. Between February 2009 and March 2011, Linton wrote approximately 75 to 100 opinion letters on wrap around transactions for a number of clients, including on behalf of Protégé and Capital Edge.

ISSUERS

17. Hall of Fame Beverages, Inc. ("Hall of Fame") is a Delaware corporation that purports to sell nonalcoholic beverages. Hall of Fame has never registered an offering of securities under the Securities Act or a class of securities under the Securities Exchange Act of 1934 ("Exchange Act"), and is not a reporting company under the Exchange Act. Hall of Fame stock is quoted on the OTC Link (formerly "Pink Sheets") under the trading symbol "HFBG."

18. Viper Networks, Inc. ("Viper Networks") is a Nevada corporation that purports to be a full service provider of voice over internet protocol telephony services. Viper Networks filed a Form 15 with the Commission on February 11, 2009, to deregister its securities pursuant

to Section 12 of the Exchange Act, and it presently is not an Exchange Act reporting company. Viper Networks' stock is quoted on the OTC Link under the trading symbol "VPR."

19. Chromocure, Inc. ("Chromocure") is a Nevada corporation that purports to be a development stage corporation involved in the medical industry. Chromocure has never registered an offering of securities under the Securities Act or a class of securities under the Exchange Act, and is not an Exchange Act reporting company. Chromocure's stock is quoted on the OTC Link under the trading symbol "KKUR."

20. Hybrid Energy Holdings, Inc. ("Hybrid Energy") is a Delaware corporation that purports to focus on the acquisition and operation of energy companies. Hybrid Energy filed a Form 15 on September 17, 2009 to deregister its securities with the Commission pursuant to Section 12 of the Exchange Act. Hybrid Energy's stock is quoted on the OTC Link under the trading symbol "HYBE."

21. Ingen Technologies, Inc. ("Ingen Technologies") is a Georgia corporation. Its subsidiary, also named Ingen Technologies, is a Nevada corporation that purports to manufacture medical devices. Ingen Technologies filed a Form 15 on December 4, 2008 to deregister its securities with the Commission pursuant to Section 12 of the Exchange Act. Ingen Technologies has been delinquent in filing any periodic reports with the Commission for any fiscal period after 2008. Ingen Technologies' stock is quoted on the OTC Link under the trading symbol "IGNT."

22. Undersea Recovery Corporation ("Undersea Recovery") is a Nevada corporation that purports to be in the business of deep water search and recovery operations for historic shipwrecks. Until approximately July 2010, Undersea Recovery was known as Legal Access Technologies, Inc. ("Legal Access Technologies") and purportedly provided technical services to legal aid organizations. Undersea Recovery filed a Form 15 on August 30, 2006 to deregister its

securities with the Commission pursuant to Section 12 of the Exchange Act, and it is not an Exchange Act reporting company. Undersea Recovery's stock is quoted on the OTC Link under the trading symbol "UNDR."

23. The Issuers identified in Paragraphs 17 through 22 issued securities within the meaning of Section 2(a)(4) of the Securities Act [15 U.S.C. §77b(a)(4)].

FACTUAL ALLEGATIONS

A. Prior Commission Action Involving Similar Unlawful Scheme

24. On September 24, 2009, the Commission filed a civil injunctive action in U.S. District Court for the Middle District of Florida against Stephen W. Carnes ("Carnes"), Lawrence A. Powalisz ("Powalisz"), and others alleging that they violated Section 5 of the Securities Act through the unlawful sale of purportedly unrestricted stock, including stock acquired under wrap around agreements. *K&L International Enterprises, Inc., et al.*, 6:09-cv-1638-GAP-KRS (M.D. Fla. Sep. 24, 2009) ("*K&L*"). Linton wrote at least two legal opinion letters on transactions that were alleged in *K&L* to have violated Section 5 of the Securities Act.

25. On September 29, 2009, the *K&L* Court issued preliminary injunctions that enjoined Carnes, Powalisz, and other defendants and their "agents, directors, officers, employees, attorneys, and those persons in active concert or participation" with them from violating the registration requirement of Section 5 of the Securities Act. *Id.*, Docket No. 14 (Sep. 29, 2010). Pursuant to a settlement, the Court imposed permanent injunctions against Carnes and Powalisz in 2010. *Id.*, Docket Nos. 53 and 59 (May 14 and Aug. 18, 2010).

26. By their plain terms, the preliminary and permanent injunctions in *K&L* against Carnes, Powalisz, and their "agents,...attorneys, and those persons in active concert or

participation with [them]" extended to Linton, who had issued some of the opinion letters for the *K&L* defendants.

B. Defendants' Scheme to Evade Section 5 of the Securities Act

27. Defendants employed a scheme to acquire and sell large quantities of purportedly unrestricted stock under wrap around agreements that closely resembles the methods involved in *K&L*.

28. Two of the defendants in *K&L*, Carnes and Powalisz, had retained Linton to write legal opinion letters related to the issuance and sale of purportedly unrestricted stock under wrap around agreements. Linton issued at least two legal opinion letters for Carnes and Powalisz on transactions that were alleged to have violated the federal securities laws in *K&L*.

29. In addition, Scucci was employed by a business colleague of Carnes and Powalisz, who also participated in wrap around agreement transactions and had hired Linton to write legal opinion letters for him. While employed in that context, Scucci participated in these transactions by, among other things, (1) communicating with Linton to obtain legal opinion letters, (2) communicating with at least one transfer agent about the issuance of purportedly unrestricted stock on behalf of her employer, and (3) obtaining and transmitting documents requested by Linton and/or the transfer agent in furtherance of the transactions.

30. Shortly after the Commission filed *K&L* and the defendants were enjoined, Scucci and Beach formed Protégé and Capital Edge, respectively, to engage in nearly-identical transactions involving wrap around agreements to obtain large quantities of purportedly unrestricted stock, which they sold in unregistered transactions.

31. Scucci formed Protégé in January 2010, and Beach formed Capital Edge in May 2010. Scucci and Beach were the sole managing members of their respective companies. Scucci

and Beach caused Protégé and Capital Edge to enter into wrap around agreements involving several Issuers.

32. Under the wrap around agreements, an officer, employee or other person usually closely associated with the company ("Affiliate"), purportedly owed money by an Issuer for more than one year, assigned the right to collect from the Issuer to a new third-party , here either Protégé or Capital Edge.

33. In addition, the wrap around agreement purported to amend the initial debt agreement to authorize the Protégé or Capital Edge to convert the Issuer's debt into shares of the Issuer's common stock at a deep discount (usually 50%) to the prevailing market price.

34. Protégé and Capital Edge almost always elected to receive shares of the Issuer's stock pursuant to the convertibility option in the wrap around agreement shortly after executing the agreement. Sometimes Protégé and Capital Edge made the conversion on the same day the wrap around agreement was executed.

35. Because the transactions were not registered under Section 5 of the Securities Act, the Issuers' transfer agents would not issue stock without a restrictive legend to Protégé and Capital Edge unless they received assurances in the form of an attorney opinion letter that an exemption from registration applied.

36. Protégé and Capital Edge paid Linton to write letters for them stating that their sales of the stock acquired under these wrap around agreements were exempt from registration under the federal securities laws, and thus lawfully could be issued to them without a restrictive legend and immediately resold.

37. Linton charged a flat fee for each legal opinion letter he provided to the transfer agents for Protégé and Capital Edge.

38. Linton wrote at least nine substantially-identical legal opinion letters for Scucci and Beach. The predicate for his conclusion that the transactions were exempt from the registration was follows: First, he stated that the Issuer's original debt to the Affiliate was not a "security" within the meaning of the federal securities laws, but he concluded the original debt was retroactively transformed into a "security" by the execution of the wrap around agreement. Second, he stated that through the wrap around agreement Protégé and Capital Edge were able to claim or "tack" the Affiliate's holding period from the date of the initiation of the original debt (at least one year earlier) to claim a registration exemption relying on Securities Act Rule 144(d)(3)(ii). Linton's conclusion is without any basis.

39. Linton knew that the Issuers would not have been able to directly issue "free trading" stock without restrictive legends to either the Affiliates or Protégé and Capital Edge without registering the transaction under Section 5 of the Securities Act. Nonetheless, Linton falsely asserted that the wrap around agreements converted aged debt into securities and that Protégé and Capital Edge qualified for the safe harbor of Securities Act Rule 144, thus circumventing the registration requirements of Section 5 of the Securities Act.

40. Linton failed to make necessary factual and legal determinations when he concluded that the wrap around transactions qualified for an exemption from Section 5 of the Securities Act. Linton failed to determine whether Protégé and Capital Edge were "underwriters" within the meaning of Sections 4(1) and 2(a)(11) of the Securities Act, such that they were not entitled to any exemption. Linton failed to determine whether the wrap around transactions were part of a scheme to distribute stock from the Issuers to the public in evasion of the registration requirements of the federal securities laws. Linton also failed to substantiate the

purported facts upon which his conclusions were premised. Consequently, Linton's opinion letters were rife with legal and factual errors that rendered the conclusions false.

41. Linton was ignorant of relevant legal principles bearing on the subject matter of his opinion letters.

42. Linton also had actual notice of both the complaint filed in *K&L* and the preliminary injunctions issued by the Court by July 2010. Nevertheless, Linton continued to issue legal opinion letters on unregistered transactions that violated Section 5 of the Securities Act.

43. But for Linton's opinions, the transfer agents would not have transferred the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of the Issuers' securities in violation of Section 5 of the Securities Act.

C. Unlawful Sales of Securities

44. Between March 2010 and April 2011, Protégé and Capital Edge acquired approximately 3.3 billion shares of purportedly unrestricted stock pursuant to conversions under the wrap around agreements.

45. After receiving the purportedly unrestricted stock, Protégé and Capital Edge typically held the securities for only a few days or weeks before selling them into the public markets. Protégé and Capital Edge used numerous securities brokerage accounts controlled by Scucci and Beach.

46. Protégé and Capital Edge received cumulative proceeds of more than $1.5 million from the sales of the stock acquired under the wrap around agreements.

47. Protégé and Capital Edge's sales of these securities were not registered with the Commission pursuant to Section 5 of the Securities Act and there were no applicable exemptions.

48. Scucci and Beach typically transferred the trading proceeds to bank accounts titled in the names of Protégé and Capital Edge that they controlled.

49. Protégé and Capital Edge transferred some of the proceeds from the sales of the stocks to the public to some of the Affiliates, and to some of the Issuers.

1. Unlawful Sales of Hall of Fame Stock

50. During the period March 2010 through January 2011, Protégé and Capital Edge entered into six wrap around agreements involving Hall of Fame. The wrap around agreements allowed Protégé and Capital Edge to acquire purportedly unrestricted Hall of Fame stock at a 50% discount to the prevailing market price. Upon signing the wrap around agreements, Scucci and Beach obtained approximately 2.68 billion shares of Hall of Fame stock by converting approximately $915,000 of Hall of Fame debt into stock.

51. Linton issued at least six legal opinion letters to Hall of Fame's transfer agent concluding that the transactions qualified for an exemption from the registration requirements of the federal securities laws and that Protégé and Capital Edge could immediately sell the stock. Linton issued at least three of the opinion letters—on September 8 and 14, 2010, and on January 19, 2011—after he knew about the injunctions entered by the Court in *K&L* based on the alleged violations of Section 5 of the Securities Act.

52. In reliance on Linton's opinion letters, Hall of Fame's transfer agent issued stock certificates (or their electronic equivalent) without a restrictive legend to Protégé and Capital

Edge whenever Protégé and Capital Edge submitted a conversion notice. Hall of Fame's transfer agent would not have issued the stock without a restrictive legend in the absence of such a letter.

53. Scucci and Beach caused Protégé and Capital Edge to sell the purportedly unrestricted stock into the market, generally within days or weeks of their issuance. Protégé's proceeds from its sales of Hall of Fame stock were approximately $1,176,509, and Capital Edge's proceeds were approximately $194,033.

54. Protégé and Capital Edge's sales of Hall of Fame stock were not registered and not exempt from the registration requirement.

55. Scucci, Beach, Protégé and Capital Edge's sales of Hall of Fame stock violated Section 5 of the Securities Act.

56. But for Linton's opinions, the transfer agent would not have transferred the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of Hall of Fame's securities in violation of Section 5 of the Securities Act.

57. By issuing the false legal opinion letters, Linton also violated, or aided and abetted the violation of, Section 5 of the Securities Act.

2. Unlawful Sales of Viper Networks Stock

58. On approximately March 3, 2010, Protégé entered into a wrap around agreement involving Viper Networks. The wrap around agreement allowed Protégé to acquire purportedly unrestricted Viper Networks stock at a 50% discount to the prevailing market price. Immediately upon signing the wrap around agreement, Protégé converted $20,000 of the Viper Networks debt into approximately 3.2 million shares of stock.

59. Linton issued an opinion letter to Viper Networks' transfer agent concluding that the transaction qualified for an exemption from the registration requirements of the federal

securities laws and that Protégé could immediately sell the stock. In reliance on the opinion letter, the transfer agent issued the stock certificate to Protégé without a restrictive legend. Viper Networks' transfer agent would not have issued the stock without a restrictive legend in the absence of such a letter.

60. Scucci caused Protégé to sell the stock into the market within approximately five months of its issuance. Protégé's proceeds from its sales of Viper Networks stock were approximately $27,111.

61. Protégé's sales of Viper Networks stock were not registered and not exempt from the registration requirement.

62. Scucci and Protégé's sales of Viper Networks stock violated Section 5 of the Securities Act.

63. But for Linton's opinion, the transfer agent would not have transferred the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of Viper Networks' securities in violation of Section 5 of the Securities Act.

3. Unlawful Sales of Chromocure Stock

64. On approximately March 9, 2010, Protégé entered into a wrap around agreement involving Chromocure. The wrap around agreement allowed Protégé to acquire purportedly unrestricted Chomocure stock at a 50% discount to the prevailing market price. Immediately upon signing the wrap around agreement, Protégé converted $50,000 of the Chromocure debt into approximately 500 million shares of stock.

65. Linton issued an opinion letter to Chromocure's transfer agent concluding that the transaction qualified for an exemption from the registration requirements of the federal securities

laws and that Protégé could immediately sell the stock. In reliance on the opinion letter, the transfer agent issued the stock certificate to Protégé without a restrictive legend. Chromocure's transfer agent would not have issued the stock without a restrictive legend in the absence of such a letter.

66. Scucci caused Protégé to sell the shares into the market within weeks of their issuance. Protégé's proceeds from its sales of Chromocure stock were approximately $79,295.

67. Protégé's sales of Chromocure stock were not registered and not exempt from the registration requirement.

68. Scucci and Protégé's sales of Chromocure stock violated Section 5 of the Securities Act.

69. But for Linton's opinion, the transfer agent would not have transferred the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of Chromocure stock in violation of Section 5 of the Securities Act.

4. Unlawful Sales of Hybrid Energy Stock

70. On approximately June 25, 2010, Protégé entered into a wrap around agreement involving Hybrid Energy. The wrap around agreement allowed Protégé to acquire purportedly unrestricted Hybrid Energy stock at a 50% discount to the prevailing market price. Immediately upon signing the wrap around agreement, Protégé converted $25,000 of the Hybrid Energy debt into approximately 2.5 million shares stock.

71. Linton issued an opinion letter to Hybrid Energy's transfer agent concluding that the transaction qualified for an exemption from the registration requirements of the federal securities laws and that Protégé could immediately sell the stock. In reliance on the opinion letter, the transfer agent issued the stock certificate to Protégé without a restrictive legend.

Hybrid Energy's transfer agent would not have issued the stock without a restrictive legend in the absence of such a letter.

72. Scucci caused Protégé to sell the stock into the market within approximately 60 days of the issuance. Protégé's proceeds from its sales of Hybrid Energy stock were approximately $20,875.

73. Protégé's sales of Hybrid Energy stock were not registered and not exempt from the registration requirement.

74. Scucci and Protégé's sales of Hybrid Energy stock violated Section 5 of the Securities Act.

75. But for Linton's opinion, the transfer agent would not have transferred the stock without a restrictive legend. Thus, Linton was a substantial factor and necessary participant in the unregistered sales of Hybrid Energy stock in violation of Section 5 of the Securities Act.

5. Unlawful Sale of Ingen Technologies Stock

76. On approximately June 15, 2010, Capital Edge entered into a wrap around agreement involving Ingen Technologies. The wrap around agreement allowed Capital Edge to acquire purportedly unrestricted Ingen Technologies' stock at a specified price. Immediately upon signing the wrap around agreement, Capital Edge converted approximately $34,615 of the Ingen Technologies debt into approximately 192.3 million shares of stock.

77. Capital Edge procured an attorney opinion letter concluding that the transaction qualified for an exemption from the registration requirements of the federal securities laws and that Capital Edge could immediately sell the stock. Although not written by Linton, the letter was nearly identical in substance to the other letters Linton wrote for Protégé and Capital Edge.

78. Beach caused Capital Edge to sell its Ingen Technologies stock into the market within 60 days of the issuance. Capital Edge's proceeds from its sales of Ingen Technologies stock were approximately $45,133.

79. Capital Edge's sales of Ingen Technologies stock were not registered and not exempt from the registration requirement.

80. Beach and Capital Edge's sales of Ingen Technologies stock violated Section 5 of the Securities Act.

6. Unlawful Sale of Undersea Recovery Stock

81. On approximately June 20, 2010, Capital Edge entered into a wrap around agreement involving Legal Access Technologies, the predecessor to Undersea Recovery (collectively, "Undersea Recovery"). The wrap around agreement allowed Capital Edge to acquire purportedly unrestricted Undersea Recovery stock at a specified price. Within a day of signing the wrap around agreement, Capital Edge converted $10,000 of Undersea Recovery debt into approximately 9.5 million shares of stock.

82. Capital Edge procured an attorney opinion letter concluding that the transaction qualified for an exemption from the registration requirements of the federal securities laws and that Capital Edge could immediately sell the stock. Although not written by Linton, the letter was nearly identical in substance to the other letters Linton wrote for Protégé and Capital Edge.

83. Beach caused Capital Edge to sell much of its Undersea Recovery stock into the market within one year of their issuance. Capital Edge's proceeds from its sales of Undersea Recovery stock were approximately $10,374.

84. Capital Edge's sales of Undersea Recovery stock were not registered and not exempt from the registration requirement.

85. Beach and Capital Edge's sales of Undersea Recovery stock violated Section 5 of the Securities Act.

FIRST CLAIM FOR RELIEF

Defendants Scucci, Beach, Protégé, and Capital Edge Violated Section 5(a) and 5(c) of the Securities Act

86. Paragraphs 1-85 are re-alleged and incorporated herein by reference.

87. Defendants Scucci, Beach, Protégé, and Capital Edge directly or indirectly, singly or in concert with others: (a) without a registration statement in effect as to the securities transaction, (i) made use of the means or instrumentalities of transportation or communication or the mails in interstate commerce to sell securities through the use or medium of a prospectus or otherwise, or (ii) carried or caused to be carried such securities for the purpose of sale or for delivery after sale; and (b) made use of the means or instrumentalities of transportation or communication or the mails in interstate commerce to sell or offer to buy through the use or medium of a prospectus or otherwise securities as to which a registration statement had not been filed as to such securities.

88. By engaging in the conduct described above, Defendants Scucci, Beach, Protégé, and Capital Edge violated Sections 5(a) and (c) of the Securities Act [15 U.S.C. §77e(a) and (c)].

SECOND CLAIM FOR RELIEF

Defendant Linton Violated Section 5(a) and 5(c) of the Securities Act

89. Paragraphs 1-75 are re-alleged and incorporated herein by reference.

90. Defendant Linton directly or indirectly, singly or in concert with others: (a) without a registration statement in effect as to the securities transaction, (i) made use of the means or instrumentalities of transportation or communication or the mails in interstate

commerce to sell securities through the use or medium of a prospectus or otherwise, or (ii) carried or caused to be carried such securities for the purpose of sale or for delivery after sale; and (b) made use of the means or instrumentalities of transportation or communication or the mails in interstate commerce to sell or offer to buy through the use or medium of a prospectus or otherwise securities as to which a registration statement had not been filed as to such securities.

91. By engaging in the conduct described above, Defendant Linton violated Sections 5(a) and (c) of the Securities Act [15 U.S.C. §77e(a) and (c)].

THIRD CLAIM FOR RELIEF

Defendant Linton Aided and Abetted Violations of Section 5(a) and 5(c) of the Securities Act

92. Paragraphs 1-75 are re-alleged and incorporated herein by reference.

93. Linton issued legal opinion letters on or about September 8, 2010, September 14, 2010, and January 19, 2011, to Hall of Fame's transfer agent concluding that the transactions qualified for an exemption from the registration requirements of the federal securities laws and that Protégé and Capital Edge could immediately sell the stock. As Linton knew, the transfer agents would not have issued the stock without a restrictive legend absent such letters.

94. Defendant Linton, acting knowingly or recklessly, provided substantial assistance to Scucci, Beach, Protégé, and/or Capital Edge in their violations of Sections 5(a) and (c) of the Securities Act [15 U.S.C. §77e(a) and (c)] by his actions described above.

95. Accordingly, Linton aided and abetted the primary violations of Sections 5(a) and (c) of the Securities Act [15 U.S.C. §77e(a) and (c)] described above, and pursuant to Section 15(b) of the Securities Act [15 U.S.C. §77o(b)], is liable to the same extent as the persons to whom such assistance was provided.

PRAYER FOR RELIEF

WHEREFORE, the Commission respectfully requests that this Court enter a final judgment:

A. permanently enjoining Defendants from violating Section 5 of the Securities Act [15 U.S.C. §77e];

B. permanently enjoining Defendant Linton from providing professional legal services to any person in connection with the offer or sale of securities pursuant to, or claiming, an exemption under Rule 144 [17 C.F.R. §230.144], or any other exemption from the registration provisions of the Securities Act, including, without limitation, participating in the preparation of any opinion letter relating to such offerings;

C. ordering Defendants to disgorge all ill-gotten gains wrongfully obtained as a result of their illegal conduct plus prejudgment interest;

D. ordering Defendants to pay civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. §77t(d)];

E. prohibiting Defendants from engaging in any offering of penny stock pursuant to Section 20(g) of the Securities Act [15 U.S.C. §77t(g)] and Section 21(d)(6) of the Exchange Act [15 U.S.C. §78u(d)(6)]; and

F. granting the Commission such other relief as is just and appropriate.

Dated: April 26, 2012

Respectfully submitted,

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