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10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

SACV09-1470 JVS(MLGX)

12 SECURITIES AND EXCHANGE
13 COMMISSION,

Case No.

**COMPLAINT FOR VIOLATIONS
OF THE FEDERAL SECURITIES
LAWS**

14 Plaintiff,

15 vs.

16 EAGLE DEVELOPMENT
17 ENTERPRISES, INC., a Nevada
corporation; EAGLE STORAGE &
18 DEVELOPMENT, LLC, an Arizona limited
liability company; EAGLE AVIATION
19 SALES & LEASING, LLC, a California
limited liability company; MICHAEL J.
20 BOWEN,

21 Defendants,

22 EAGLE ASSETS & MANAGEMENT,
LLC, a California limited liability company;
23 EAGLE HOUSING & DEVELOPMENT
AZ, LLC, an Arizona limited liability
company; EAGLE HOUSING &
24 DEVELOPMENT, INC., a California
corporation; EAGLE HELICOPTERS &
25 AVIATION, INC., a California
Corporation,

26 Relief Defendants.
27
28

1 Plaintiff Securities and Exchange Commission (“Commission”) alleges as
2 follows:

3 **JURISDICTION AND VENUE**

4 1. The Court has jurisdiction over this action pursuant to Sections 20(b),
5 20(d)(1) and 22(a) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C. §§
6 77t(b), 77t(d)(1) & 77v(a), and Sections 21(d)(1), 21(d)(3)(A), 21(e) and 27 of the
7 Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. §§ 78u(d)(1),
8 78u(d)(3)(A), 78u(e), and 78aa. The defendants have, directly or indirectly, made
9 use of the means or instrumentalities of interstate commerce, of the mails, or of the
10 facilities of a national securities exchange in connection with the transactions, acts,
11 practices and courses of business alleged in this Complaint.

12 2. Venue is proper in this district pursuant to Section 22(a) of the
13 Securities Act, 15 U.S.C. § 77v(a), and Section 27 of the Exchange Act, 15 U.S.C.
14 § 78aa, because certain of the transactions, acts, practices, and courses of conduct
15 constituting the violations alleged herein occurred within this district, most of the
16 entity defendants are located in this district, and the individual defendant resides in
17 this district.

18 **SUMMARY**

19 3. This action has been filed to halt an ongoing securities fraud scheme
20 conducted by defendants Michael J. Bowen, Eagle Development Enterprises, Inc.
21 (“Eagle Development”), Eagle Storage & Development, LLC (“Eagle Storage”),
22 and Eagle Aviation Sales & Leasing, LLC (“Eagle Aviation”) (collectively, the
23 “Eagle Entities”). Since 2003, Bowen has raised at least \$28 million from
24 approximately 500 investors located throughout the United States through the sale
25 of stock and membership interests in the Eagle Entities. Bowen and his sales
26 agents raised these funds by making false promises about a public offering,
27 misleading investors about Bowen’s expertise, and making false representations
28 about the use of investor funds.

1 4. Bowen claimed to use investor funds for specific and limited
2 purposes, such as building storage facilities, developing real estate and assisted
3 living facilities, and acquiring and leasing helicopters. In reality, Bowen
4 commingled and misappropriated investor funds in the amount of approximately
5 \$3.8 million by using the funds to pay for personal expenses and improperly
6 transferring the funds to entities owned or controlled by him.

7 5. Since at least 2007, Bowen and sales agents acting at his direction
8 enticed investors with false promises that Eagle Development would be
9 consolidated with Eagle Storage, a now bankrupt entity, and would go public in the
10 U.K. within months. They also lured investors with baseless projections about
11 Eagle Development's future stock price. The company still has not gone public,
12 however, and has not met the prerequisites for a public offering. Bowen also
13 exaggerated the real estate holdings of his entities to make them appear viable and
14 financially sound. Any real property that Bowen's entities did own was lost to
15 foreclosure.

16 6. Bowen continues to lull Eagle Development investors with promises
17 of distributions and is now operating a website under the name Eagle Management
18 Enterprises, Inc., which references ongoing business operations similar to those of
19 the Eagle Entities.

20 7. The defendants, by engaging in the conduct described in this
21 Complaint, have violated, and unless enjoined will continue to violate, the
22 antifraud provisions of the federal securities laws.

23 THE DEFENDANTS

24 8. **Eagle Development Enterprises, Inc.**, is a Nevada corporation,
25 formed in 2007 with its principal place of business in Orange, California. Bowen
26 is the president, CEO, director, and treasurer of the company. Neither Eagle
27 Development nor its securities are registered with the Commission.

1 9. **Eagle Aviation Sales & Leasing, LLC**, is a California limited
2 liability company, formed in January 2008 with its principal place of business in
3 Orange, California. Bowen is the president of Eagle Aviation Management Group,
4 Inc., which is the manager of Eagle Aviation. Neither Eagle Aviation nor its
5 securities are registered with the Commission.

6 10. **Eagle Storage & Development, LLC**, is an Arizona limited liability
7 company with its principal place of business in Orange, California. Bowen was the
8 manager of Eagle Storage through July 2009. Neither Eagle Storage nor its
9 securities are registered with the Commission. In October 2005, the Alabama
10 Securities Commission entered a cease and desist order (the "2005 Alabama
11 Order") against Eagle Storage, Bowen, and two other individuals for selling
12 unregistered securities of Eagle Storage. On April 13, 2009, Eagle Storage filed
13 for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the
14 District of Arizona (Case No. 0:09-bk-07205-RJH). The court converted the case
15 to a Chapter 7 bankruptcy proceeding on November 4, 2009. Eagle Storage's
16 registered agent resigned on October 5, 2009 and as a result Eagle Storage is no
17 longer in good standing with the Arizona Corporation Commission.

18 11. **Michael J. Bowen**, age 57, resides in Rancho Cucamonga, California.
19 Bowen is a principal of relief defendant Eagle Housing & Development, Inc. and
20 the manager of relief defendants Eagle Housing & Development AZ, LLC and
21 Eagle Assets & Management, LLC. In addition, Bowen is the sole owner of relief
22 defendant Eagle Helicopters & Aviation, Inc. Bowen does not hold any securities
23 licenses and is not registered with the Commission in any capacity.

THE RELIEF DEFENDANTS

25 12. **Eagle Assets & Management, LLC**, ("Eagle Assets") is a California
26 limited liability company with its principal place of business in Irwindale,
27 California.
28

1 13. **Eagle Housing & Development AZ, LLC**, (“Eagle Housing LLC”)
2 is an Arizona limited liability company with its principal place of business in Lake
3 Havasu, Arizona.

4 14. **Eagle Housing & Development, Inc.**, (“Eagle Housing, Inc.”) is a
5 California corporation with its principal place of business in San Dimas,
6 California. It was suspended by the Franchise Tax Board on December 3, 2007.

7 15. **Eagle Helicopters & Aviation, Inc.**, (“Eagle Helicopters”) is a
8 California corporation with its principal place of business in La Verne, California.
9 It was suspended by the Secretary of State and the Franchise Tax Board on May
10 28, 2009 and September 1, 2009, respectively.

11 **THE FRAUDULENT SCHEME**

12 **Defendants’ Unregistered Securities Offerings**

13 **Background**

14 16. Since approximately 2003, the defendants raised at least \$28 million
15 through the unregistered offer and sale of common stock and membership interests
16 of the Eagle Entities. Bowen employed unregistered sales agents who used lead
17 lists, purchased and distributed by Bowen, to cold call investors. Bowen met with
18 sales agents and instructed them on the representations to be made to investors.
19 Bowen also personally participated in soliciting investors.

20 17. After the initial cold call, investors received a packet of materials that
21 included a private placement memorandum (“PPM”) via Federal Express.
22 Investors did not receive any financial statements with the packet. The PPMs for
23 each of the Eagle Entities’ offerings tout Bowen’s significant experience in the real
24 estate industry and his track record of success in real estate projects.

25 18. Bowen had signatory authority for the Eagle Entities’ bank accounts
26 and tightly controlled all the Eagle Entities’ bank statements, accounting records,
27 and payments made out of the accounts. In fact, no payments could be made out of
28 the Eagle Entities’ accounts without Bowen’s approval.

1 **The Eagle Storage Offering**

2 19. Bowen formed Eagle Storage in 2003 to purportedly acquire a 40-acre
3 property in Lake Havasu City, to develop a storage facility on a portion of the
4 property, and to eventually sell or lease the entire property. From approximately
5 November 2003 through March 2008, Bowen raised about \$24.2 million from
6 approximately 470 investors located in multiple states through the sale of
7 membership interests in Eagle Storage. Some of these investors were
8 unaccredited. Bowen pooled these offering proceeds in an Eagle Storage bank
9 account. The investors relied on Bowen to manage the company. The PPMs
10 investors received provided for the payment of a management fee to Bowen for
11 this purpose.

12 20. Bowen's sales agents told investors that their money would be used to
13 build a storage facility and that they would receive an 8% annual return on their
14 investments. In addition, the PPMs stated that offering proceeds would be used to
15 pay for the construction of the storage facility, expenses relating to the offering,
16 and for operating purposes of Eagle Storage. The PPMs also stated that investors
17 would receive an 8% annual return or 85% of cash distributions. None of the
18 Eagle Storage investors ever received any returns, however.

19 21. Bowen used a portion of the funds raised, along with a \$6.6 million
20 loan, to acquire a lot and to construct a storage facility. Eagle Storage defaulted on
21 the loan, which resulted in a court-appointed receiver taking over the facility on
22 October 2, 2007. The lender later commenced foreclosure proceedings and the
23 facility was scheduled to be sold in a trustee's sale on April 14, 2009. Bowen
24 caused Eagle Storage to file for bankruptcy on the eve of the sale. The lender
25 recently obtained permission from the bankruptcy court to foreclose on the facility.

26 **The Eagle Development Offering**

27 22. Since approximately 2007, Bowen raised at least \$3.9 million from
28 about 41 investors located throughout the United States. The Eagle Development

1 PPMs state that the company is offering up to \$25 million of its common stock.
2 Bowen formed Eagle Development in 2007 to, among other things, acquire and
3 develop real property to be held by its wholly owned subsidiary, Eagle Housing
4 LLC, and to purchase the membership interests of Eagle Storage. Bowen and his
5 sales agents represented that Eagle Development would go public and touted Eagle
6 Housing LLC's ownership of 85 lots in a Kingman, Arizona housing development
7 known as Prairie Heights to make Eagle Development appear like a viable entity
8 for a public offering.

9 **Eagle Aviation Offering**

10 23. Bowen formed Eagle Aviation in January 2008 to purportedly acquire,
11 sell and/or lease aircrafts. According to the Eagle Aviation PPM dated March 6,
12 2009, the company is selling up to \$7.5 million in membership interests at a price
13 of \$10,000 per unit and the net proceeds of the offering will be used to purchase
14 aircraft and for other company operating expenses. The PPM also provides for the
15 payment of a management fee to the company's manager. At least one investor
16 received a copy of the Eagle Aviation PPM in September 2009. In approximately
17 September and October 2009, Bowen and one of his sales agents told at least two
18 investors that the company was engaged in an offering relating to aviation and
19 helicopters. The PPM contains references to offerings in multiple states and offers
20 specific notices for residents of each state.

21 **Fraudulent Misrepresentations and Omissions**

22 24. Bowen and his sales agents made false and misleading statements to
23 investors to induce them to invest, including false promises about a public offering,
24 misleading statements about Bowen's expertise, and false representations about the
25 use of investor funds.

26 **False Promises of a U.K. Offering**

27 25. Beginning in at least October 2007, as part of the Eagle Development
28 offering, Bowen and his sales agents told investors orally and in writing that Eagle

1 Housing LLC and Eagle Storage would be rolled up into Eagle Development.
2 They represented that this “reorganized” entity would then go public in the U.K.
3 Bowen and his agents made the public offering appear imminent. Some investors
4 were told that the public offering would occur within 60 days while others were
5 promised a six-month timeframe. They further lured investors with promises that
6 Eagle Development stock would trade at anywhere from \$2 to \$7 per share when
7 the company went public. On October 23, 2009, at least one investor was told by
8 one of Bowen’s sales agents that the stock would trade as high as \$18 to \$20 per
9 share.

10 26. In reality, no public offering is under way because Bowen does not
11 have the audited financial information necessary for a public filing in the U.K.
12 The CPA Bowen hired to audit the Eagle Entities’ could not complete the audit
13 because of the disastrous state of the Eagle Entities’ books and records. Bowen
14 failed to provide the CPA with back up documentation relating to a significant
15 number of suspicious transactions, including transfers to various entities owned or
16 controlled by Bowen. By at least mid-2008, Bowen’s CPA told him he could not
17 complete audits of the Eagle Entities. Bowen knew that an audit was necessary for
18 a public offering in the U.K. and knew about the dire state of the Eagle Entities’
19 books and records because he tightly controlled them. Nevertheless, Bowen and
20 his sales agents continued to solicit investors, luring them with promises of an
21 imminent public offering and making baseless stock price projections.

22 **Misrepresentations About the Assets of Eagle Housing LLC and Eagle**
23 **Storage**

24 27. In addition to misrepresentations about a public offering, Bowen and
25 his sales agents also made materially misleading statements to Eagle Development
26 investors about the assets of Eagle Storage and Eagle Housing LLC from
27 approximately November 2007 through December 2008. They made Eagle
28 Development appear to be a marketable entity for a public offering by representing

1 to investors orally and in writing through the PPMs that Eagle Housing LLC, Eagle
2 Development's subsidiary, owned 85 lots of land in Kingman, Arizona. In reality,
3 Eagle Housing LLC never owned 85 lots. It only purchased 24 lots, but the lender
4 began foreclosure proceedings with respect to those lots in August 2008 and the
5 lots were eventually foreclosed on in January 2009. Despite this fact, until at least
6 December 2008, Bowen continued to tell investors that Eagle Housing LLC owned
7 85 lots.

8 28. The representations made in the Eagle Development PPMs about
9 Eagle Storage were also materially misleading. The PPM for Eagle Development
10 dated June 1, 2009 and earlier versions of that PPM provided that the offering
11 proceeds may be used to purchase ownership interests in Eagle Storage. The June
12 2009 PPM also includes a detailed description of Eagle Storage's storage facility,
13 which is purportedly 60% leased out. These statements are materially misleading
14 because the PPMs failed to disclose that the storage facility had been in
15 receivership since October 2007.

16 **Misleading Statements About Bowen's Expertise**

17 29. The Eagle Entities' PPMs also omitted material information about
18 Bowen. The PPMs flaunt Bowen's 21 years of extensive experience in the
19 construction and remodeling business and tout his track record of obtaining 25% to
20 43% returns on various real estate projects. The PPMs fail to provide a complete
21 picture about Bowen, however, because they fail to disclose the 2005 Alabama
22 Order in which Bowen was ordered to stop selling the unregistered securities of
23 Eagle Storage.

24 30. The March 6, 2009 PPM for Eagle Aviation also highlights Bowen's
25 experience in the aviation industry and his ownership of Air Kauai and Eagle
26 Helicopters. The PPM boasts that Air Kauai provides a "pipeline of demand" for
27 the aircraft Eagle Aviation intends to acquire with the offering proceeds. The PPM
28 also showcases the business operations of Air Kauai, making it seem like a fully

1 functioning business. In particular, the PPM claims that Air Kauai operates two
2 helicopters providing charters for tourists and that it seeks to expand its tourism
3 business. These statements are materially misleading. In reality, there is no
4 “pipeline of demand” because Air Kauai filed for Chapter 11 bankruptcy
5 protection on November 7, 2008, is no longer operating, and the bank repossessed
6 its main assets consisting of two helicopters in January 2009.

7 **Commingling and Misuse of Investor Funds**

8 31. Contrary to the representations made to investors about the use of
9 offering proceeds, Bowen commingled the assets of various entities he owned or
10 controlled. Bowen knew exactly how the offering proceeds were being used
11 because he controlled all of the Eagle Entities’ accounts. Bowen deposited
12 investor funds from Eagle Development into Eagle Storage bank accounts and used
13 the Eagle Storage bank accounts to pay for Eagle Development expenses.

14 32. Bowen’s commingling was so extensive that he often could not
15 determine which investors invested in each of his particular offerings. The Eagle
16 Entities’ records were so inadequate that in 2007 a significant number of investor
17 deposits were categorized in Eagle Storage’s general ledger as “unknown
18 deposits.”

19 33. Bowen used Eagle Storage’s bank account to fund expenses of his
20 other entities. Bowen characterized many of the transfers from Eagle Storage to
21 other entities as “loans” to “Eagle Housing,” “Eagle Assets,” and “Eagle
22 Helicopter & Aviation.” Despite repeated requests, Bowen never provided any
23 loan documents to Eagle Storage’s CPA.

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1 34. Between November 2006 and December 2007 Bowen
 2 misappropriated Eagle Storage investor funds by transferring at least \$1.5 million
 3 to entities that he owned or controlled. During a seven-month period in 2008,
 4 Bowen also misappropriated Eagle Development investor funds by making similar
 5 improper transfers out of that entity's account in the amount of at least \$122,400.
 6 The following chart outlines the flow of money from Eagle Storage and Eagle
 7 Development to Bowen's entities:

Entity	Amount Misappropriated
Eagle Assets	\$117,000
Eagle Helicopters	\$860,978
Eagle Housing, Inc. or Eagle Housing LLC	\$680,500
Eagle Development	\$10,000
Eagle Storage	\$10,000

14 35. Between June 2006 and December 2007, Bowen also misused Eagle
 15 Storage investor funds as follows: (1) Bowen used at least \$1,027,176 to purchase
 16 the shares of Air Kauai; (2) Bowen used at least \$225,000 to finance Eagle
 17 Housing LLC's purchase of some of the Prairie Heights lots; (3) Bowen spent at
 18 least \$692,000 on an attempted purchase of 225 acres in Kingman, Arizona; (4)
 19 Eagle Storage reimbursed Bowen for trips to Hawaii and Costa Rica in the amount
 20 of approximately \$34,000 when Eagle Storage did not have any operations or
 21 business in these locations; (5) Bowen used approximately \$170,000 to purchase
 22 luxury cars and motorcycles; and (6) Bowen spent \$45,000 to contribute to the
 23 National Republican Congress.

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1 **FIRST CLAIM FOR RELIEF**

2 **UNREGISTERED OFFER AND SALE OF SECURITIES**

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

4 **(Against All Defendants)**

5 36. The Commission realleges and incorporates by reference paragraphs 1
6 through 35 above.

7 37. Defendants Bowen, Eagle Development, Eagle Storage, Eagle
8 Aviation, and each of them, by engaging in the conduct described above, directly
9 or indirectly, made use of means or instruments of transportation or
10 communication in interstate commerce or of the mails, to offer to sell or to sell
11 securities, or to carry or cause such securities to be carried through the mails or in
12 interstate commerce for the purpose of sale or for delivery after sale.

13 38. No registration statement has been filed with the Commission or has
14 been in effect with respect to the offerings alleged herein.

15 39. By engaging in the conduct described above, defendants Bowen,
16 Eagle Development, Eagle Storage, Eagle Aviation, and each of them, violated,
17 and unless restrained and enjoined will continue to violate, Sections 5(a) and 5(c)
18 of the Securities Act, 15 U.S.C. §§ 77e(a) and 77e(c).

19 **SECOND CLAIM FOR RELIEF**

20 **FRAUD IN THE OFFER OR SALE OF SECURITIES**

21 **Violations of Section 17(a) Of the Securities Act**

22 **(Against All Defendants)**

23 40. The Commission realleges and incorporates by reference paragraphs 1
24 through 35 above.

25 41. Defendants Bowen, Eagle Development, Eagle Storage, Eagle
26 Aviation, and each of them, by engaging in the conduct described above, directly
27 or indirectly, in the offer or sale of securities by the use of means or instruments of
28 transportation or communication in interstate commerce or by use of the mails:

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

10 42. By engaging in the conduct described above, defendants Bowen,
11 Eagle Development, Eagle Storage, Eagle Aviation, and each of them, 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 **FRAUD IN CONNECTION WITH THE PURCHASE OR SALE OF SECURITIES**

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

18 43. The Commission realleges and incorporates by reference paragraphs 1
19 through 35 above.

20 44. Defendants Bowen, Eagle Development, Eagle Storage, Eagle
21 Aviation, and each of them, by engaging in the conduct described above, directly
22 or indirectly, in connection with the purchase or sale of a security, by the use of
23 means or instrumentalities of interstate commerce, of the mails, or of the facilities
24 of a national securities exchange, with scienter:

- 25 a. employed devices, schemes, or artifices to defraud;
- 26 b. made untrue statements of a material fact or omitted to state a
27 material fact necessary in order to make the statements made,
28 in light of the circumstances under which they were made, not

1 misleading; or

- 2 c. engaged in acts, practices, or courses of business which
3 operated or would operate as a fraud or deceit upon other
4 persons.

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

10 **PRAYER FOR RELIEF**

11 WHEREFORE, the Commission respectfully requests that the Court:

12 **I.**

13 Issue findings of fact and conclusions of law that defendants Bowen, Eagle
14 Development, Eagle Storage, and Eagle Aviation committed the alleged violations.

15 **II.**

16 Issue judgments, in a form consistent with Rule 65(d) of the Federal Rules
17 of Civil Procedure, temporarily, preliminarily, and permanently enjoining
18 defendants Bowen, Eagle Development, Eagle Storage, Eagle Aviation, and their
19 officers, agents, servants, employees and attorneys, and those in active concert or
20 participation with any of them, who receive actual notice of the order by personal
21 service or otherwise, and each of them, from violating Sections 5(a), 5(c), and
22 17(a) of the Securities Act, 15 U.S.C. §§ 77e(a), 77e(c), & 77q(a), and Section
23 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17
24 C.F.R. § 240.10b-5.

25 **III.**

26 Issue, in a form consistent with Rule 65 of the Federal Rules of Civil
27 Procedure, a temporary restraining order and a preliminary injunction freezing the
28 assets of each of defendants Bowen, Eagle Development, Eagle Storage, and Eagle

1 Aviation and relief defendants Eagle Assets, Eagle Housing, Inc., Eagle Housing
2 LLC, Eagle Helicopters and any entity affiliated with any of them, prohibiting each
3 of the defendants and relief defendants from destroying documents, granting
4 expedited discovery, and requiring accountings from each of the defendants and
5 relief defendants.

6 **IV.**

7 Order defendants Bowen, Eagle Development, Eagle Storage, and Eagle
8 Aviation and relief defendants Eagle Assets, Eagle Housing, Inc., Eagle Housing
9 LLC, and Eagle Helicopters to disgorge all ill-gotten gains from the illegal conduct
10 alleged herein, together with prejudgment interest thereon.

11 **V.**

12 Order defendants Bowen, Eagle Development, and Eagle Aviation to pay
13 civil penalties pursuant to Section 20(d) of the Securities Act, 15 U.S.C. §77t(d)
14 and Section 21(d)(3) of the Exchange Act, 15 U.S.C. §78u(d)(3).

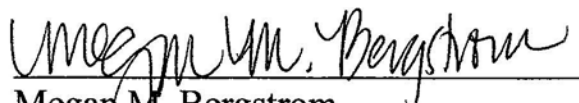
15 **VI.**

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

20 **VII.**

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

23 DATED: December 11, 2009

24 
25 Megan M. Bergstrom
26 Attorneys for Plaintiff
27 Securities and Exchange Commission
28