

**STATE OF ALABAMA
ALABAMA SECURITIES COMMISSION**

IN THE MATTER OF:

**ECO TRUST LLC
(aka) U. S. ENVIRONMENTAL SERVICES
HOMER A. CARVAN JR
MARCEL EMILE CRETTET
VINCENT NORMAN CARTER**

**ADMINISTRATIVE ORDER
NO. CD 2012-00¹¹**

RESPONDENT

CEASE AND DESIST ORDER

The Alabama Securities Commission ("Commission"), having the authority to administer and provide for the enforcement of all provisions of Title 8, Chapter 6, Code of Alabama 1975, the Alabama Securities Act ("Act"), upon due consideration of the subject matter hereof, and having confirmed information of the offers for sale and/or sale of securities into, within or from the state of Alabama, has determined as follows:

RESPONDENT

1. **ECO TRUST LLC**, aka United States Environmental Services, ("**ECO TRUST**") is an Alabama Limited Liability Company with a principal business address of 5975 Easy Street, 11-A, Gulf Shores, Alabama 36542.

2. **HOMER A. CARVAN JR** ("**CARVAN**") during all times relevant was represented in **ECO TRUST** documents to be CEO, Co-Managing Member and Organizer of **ECO TRUST** with a principal business address of 5975 Easy Street, 11-A, Gulf Shores, Alabama 36542.

3. **MARCEL EMILE CRETTET** ("**CRETTET**") during all times relevant was represented in **ECO TRUST** documents to be COO and Co-Managing Member of **ECO**

TRUST with a principal business address of 5975 Easy Street, 11-A, Gulf Shores, Alabama 36542.

4. **VINCENT NORMAN CARTER ("CARTER")** is an Alabama resident with a residential address of 17 Twin Oaks Lane, Dothan, Alabama 36303-2157. He is not currently registered nor has he ever been registered with the Commission in any capacity.

STATEMENT OF FACTS

5. In July 2010, **CARTER** solicited a Texas resident to invest \$40,000 in **ECO TRUST**. **CARTER** represented that **ECO TRUST** was a company that planned to operate a boat for the purpose of assisting with the Gulf oil clean up. **CARTER** represented that there would be a 24% return after 12 months plus the investors would split \$100 per day for each day the boat was utilized. **CARTER** represented that he planned to personally invest \$40,000 in **ECO TRUST**.

6. On or about July 21, 2010, **CARTER** e-mailed offering documents to the Texas resident which included **ECO TRUST** Articles of Organization, an **ECO TRUST** Investor Overview, **ECO TRUST** Company Overview, an **ECO TRUST** Operating Agreement and a document titled "Use of Funds."

7. The **ECO TRUST** Articles of Organization state that **ECO TRUST** is an Alabama Limited Liability Company that was organized on July 1, 2010. The Articles also state that **CARVAN** is the CEO, Co-Managing Member and Organizer of **ECO TRUST**. The Articles state that **CRETET** is the COO and Co-Managing Member. It should be noted that records of the Alabama Secretary of State show that **ECO TRUST** was formed on August 5, 2010.

8. The **ECO TRUST** Investor Overview states, *"Our company capital requirement for initial implementation for the acquisition and deployment of the Pegasus is \$120,000 USD...The debt service for \$120,000 USD for Acquisition, Coast Guard*

Certification and Mobilization of the work boat Pegasus is structured at a payback of 2% per month interest only with a balloon at the end of 12 months plus \$100 per day for every day the vessel is deployed..."

9. The **ECO TRUST** Company Overview states, "*Eco Trust, LLC – United States Environmental Services has over 50 years of combined experience managing environmental risk assessment and application. More recently our principal members have been personally involved in several major catastrophes that cause sever (sic) environmental damages that required prevention management in additional (sic) to implementing clean up and some hazard waste containment and disposal measures...Our principal owners have been on the ground in some capacity working in most of the major environmental events over the past several decades. We were responsible for risk management and worked as a Quality control inspector and contractor OSHA Safety Trainer for the last five years in the above mentioned hurricanes. Our company is structured to work in a lead position to the conclusion of this Mississippi Canyon 252 Incident, more commonly known as the BP Deep Horizon Oil Well Catastrophe.*"

10. The **ECO TRUST** Operating Agreement is dated July 1, 2010 and identifies **CARVAN** and **CRETET** as Managing Members.

11. The **ECO TRUST** Use of Funds document is an itemized list of expenditures that includes boat repairs and parts, insurance costs, working capital and contingency funds. These expenditures total \$120,000.00.

12. On or about July 21, 2010, the Texas investor sent an e-mail to **CARTER** asking about the return on the investment. **CARTER** responded by e-mail and stated, "Last paragraph of the investment doc. 24% plus \$100 per day and I am adding 10-15% detachable warrants with 10 year life."

13. On August 12, 2010 and September 15, 2010, in accordance with wiring instructions from **CARVAN**, the Texas investor sent two separate \$20,000 wire transfers

to an **ECO TRUST** bank account. The wiring instructions listed the beneficiary as **ECO TRUST** and **CARVAN**.

14. On or about October 5, 2010, the Texas investor received another Investor Overview document from **CARTER** by e-mail. This document contained much of the same information as the previous Investor Overview. However, the document listed the name of the work boat as "Eagle's Eye" instead of "Pegasus." The "payback" was still listed at 2% per month interest only with a balloon payment at the end of 12 months. There was no longer any mention of the \$100 per day for every day that the vessel was deployed. The document also stated, *"Eco Trust LLC is on schedule and anticipates fulfilling the original debt obligation, principal and interest within the 12 month term."*

15. On or about January 3, 2011, **CARTER** forwarded an e-mail that he received from **CARVAN** to the Texas investor. **CARVAN** stated in his e-mail to **CARTER** that he was trying to secure contracts for the "Eagle's Eye." **CARVAN** said he had listed the boat for sale at \$130,000.00. **CARVAN** further stated, *"I understand the concerns and am working on this daily to make our investment a success. This is why I am continuing to spend my own capital on the remaining issues. Before the end of 12 months, I plan to service the debt and interest in full."*

16. On or about February 7, 2011, **CARVAN** sent an e-mail to the Texas investor and stated that his partner **CRETET** had "vanished." **CARVEN** further stated, *"After speaking with Vince (CARTER) he asked me to assure you that of the \$120K value of the Eagle's Eye represented by the most recent survey (appraisal) you have first lien position with your \$40,000 investment. Vince (CARTER) has a second at \$42,000 and so you will know, I have personally spent \$9000 of my money. Marcel (CRETET) has no skin in the game."* **CARVAN** stated that the Texas investor would be paid back first, and **CARVAN** asked the investor to give him more time.

17. The Texas investor has not received any funds from the investment in **ECO TRUST**.

18. On February 14, 2012, a review of the Commission's registration files disclosed no record of registration or any perfected exemption from registration for the capital requirement/debt service investment offered by **ECO TRUST**, **CARVAN**, **CRETET** and **CARTER** or the detachable warrants offered by **CARTER** in the State of Alabama.

19. On February 14, 2012, a review of the Commission's registration files disclosed no record of registration for **ECO TRUST**, **CARVAN**, **CRETET** or **CARTER** as a broker dealer, broker dealer agent, investment advisor, or investment advisor representative in the state of Alabama

CONCLUSIONS OF LAW

20. Pursuant to Section 8-6-2(10), Code of Alabama 1975, Alabama's statutory definition of a security includes any note, stock or evidence of indebtedness. The capital requirement/debt service investment offered and sold by **ECO TRUST**, **CARVAN**, **CRETET** and **CARTER** is a security under the Act. In addition, the detachable warrants offered by **CARTER** are securities under the Act.

21. Pursuant to Section 8-6-2(2), Code of Alabama 1975, the definition of "agent" includes any individual who represents a dealer or an issuer in effecting or attempting to effect sales of securities. **CARVAN** and **CARTER** by soliciting the sale of a security, to wit; the capital requirement/debt service investment in **ECO TRUST** and the detachable warrants offered by **CARTER**, are "Agents" as defined by the Act.

22. Pursuant to Section 8-6-3(a), Code of Alabama, 1975, it is unlawful for any dealer or issuer to employ an agent unless the agent is registered. **ECO TRUST**, **CARVAN** and **CRETET** unlawfully employed an agent, **CARTER**, who was not registered under the Act.

23. Pursuant to Section 8-6-3(a), Code of Alabama 1975, it is unlawful for any person to transact business in this state as a Dealer or Agent for securities unless he is

registered under the Act. **CARVAN** and **CARTER** sold a security in the state of Alabama while not being registered with the Commission in violation of the Act.

24. Section 8-6-4, Code of Alabama 1975 states: It is unlawful for any person to offer or sell any security in this state unless it is registered under the Act; the security is exempt from registration under Section 8-6-10; or the transaction is exempt under Section 8-6-11. The securities caused to be offered and sold by **CARVAN** and **CRETET**, to wit; the capital requirement/debt service investment in **ECO TRUST** and the detachable warrants offered through **CARTER** were neither registered nor exempt from registration in Alabama in violation of the Act.

This Order is appropriate in the public interest for the protection of investors and consistent with the purposes of the Alabama Securities Act.

This Order does not prevent the Commission from seeking such other civil or criminal remedies that may be available to it under the Alabama Securities Act.

Additionally, if the allegations set forth herein are found to be true, through either administrative adjudication, failure of the **RESPONDENTS** to make a timely request for hearing, or default of the **RESPONDENTS**, it is the intention of the Commission to impose sanctions upon the **RESPONDENTS**. Such sanctions may include, inter alia, an administrative assessment imposed on **RESPONDENTS**, an additional administrative assessment for investigative costs arising from the investigation of the violation(s) described herein against **RESPONDENTS**, and a permanent order to bar **RESPONDENTS** from participation in any securities related industry in the state of Alabama.

ACCORDINGLY, IT IS HEREBY ORDERED that **RESPONDENT** immediately **CEASE AND DESIST** from further offers or sales of any security into, within or from the state of Alabama.

Entered at Montgomery, AL, this 27th day of April, 2012.



ALABAMA SECURITIES COMMISSION

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(334) 242-2984

BY:

A handwritten signature in black ink, appearing to read "J. P. Borg", is written over a horizontal line.

Joseph P. Borg

Director