

**STATE OF ALABAMA
ALABAMA SECURITIES COMMISSION**

IN THE MATTER OF:)	
)	
MY COVENANT LOVE INC)	
)	ADMINISTRATIVE ORDER
MARK ANTHONY FULLER)	NO. CD-2019-0011
)	
HAROLD WAYNE HIGGINS)	
)	
KENNETH RENARD SMITH)	
)	
DONALD WILSON)	
)	
<u>RESPONDENTS</u>)	

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, has determined as follows:

RESPONDENTS

1. My Covenant Love, Inc ("**MCL**") is a Florida company with a business address of 1188 Three Leaf Lane, Brooksville, Florida 34604. **MCL** is also registered in Texas as a foreign corporation with a business address of 5004 Williamette Lane, Killeen, Texas 76549.
2. Mark Fuller ("**FULLER**"), at all times relevant, represented himself to be the Chief Operations Officer of **MCL** with a business address of 5004 Williamette Lane, Killeen, Texas 76549.
3. Harold Higgins ("**HIGGINS**"), at all times relevant, represented himself to be someone with banking relationships to assist investors in obtaining loans to invest with **MCL**, with an address of 2400 McCue Road, Apartment 434, Houston, Texas 77056.
4. Kenneth Smith ("**SMITH**"), at all times relevant, represented himself to be the President of **MCL**, with an address of 4508 Golden Gate Drive, Killeen, Texas 76549.

5. Donald Wilson (“**WILSON**”), at all times relevant, represented himself to be the Chief Executive Officer of **MCL**, with an address of 1620 Ranchette Road, Wesley Chapel, Florida 33543.

STATEMENT OF FACTS

6. In January 2018, **FULLER** spoke with a family member, who is an Alabama resident (“Investor”), by phone and said that **MCL** was looking for someone with good credit to borrow money and invest in **MCL**, which was a new company seeking to develop a social media platform. The company has a website at www.mycovenantlove.com.

7. In January 2018, the Investor participated in a conference call with **FULLER**, **HIGGINS**, **WILSON**, **SMITH** and two other individuals who were introduced as **MCL** board members Emmanuel Meredith Sr and Marvin Brock. During this call, **SMITH** stated that **MCL** was in the process of obtaining a grant from the United States government that would fund **MCL**. However, **MCL** needed investment funds to use until the grant was released. **HIGGINS** represented that he had banking relationships to assist any investor with good credit in obtaining signature loans to use as investment funds. **HIGGINS** said he would set up the loans, and all the Investor had to do was go to the bank and sign as promissory note. **WILSON** and **SMITH** both told the Investor that he could borrow \$150,000.00 to invest in **MCL**, and **MCL** would repay the Investor a total of \$300,000.00 within 30 days. Meredith and Brock did not make any comments during the call, and the Investor has never met them or spoken with them.

8. On January 31, 2018, based on instructions from **HIGGINS**, the Investor borrowed \$35,000.00 from BBVA Compass Bank. **HIGGINS** told the Investor that the Investor would have to make a couple of loans to obtain the \$150,000.00. **HIGGINS** also told the Investor that **SMITH** had authorized **HIGGINS** to receive \$3500.00. On February 1, 2018, based on instructions from **HIGGINS**, the Investor transferred \$3500.00 to a BBVA Compass Bank account in the name of Shannon Higgins.

9. On February 2, 2018, based on instructions from **HIGGINS**, the Investor borrowed \$25,000.00 from Pentagon Federal Credit Union. **HIGGINS** also told the Investor that **SMITH** had authorized **HIGGINS** to receive an additional \$5000.00 from the Investor. On

February 2, 2018, the Investor deposited \$5000.00 in the BBVA Compass Bank account in the name of Shannon Higgins.

10. On February 2, 2018, based on instructions from **SMITH**, the Investor wired \$25,000 to a BBVA Compass Bank account in the name of **MCL**.

11. After the Investor obtained the second loan from Pentagon Federal Credit Union, the Investor realized that it would take several loans to obtain the \$150,000.00. The Investor called **SMITH** and asked him to tell **HIGGINS** to stop setting up any additional loans. The Investor also told **SMITH** that he needed something in writing before he gave any additional funds to **MCL**.

12. On or about February 5, 2018, **SMITH** sent the Investor a "Loan Agreement" ("Agreement") by e-mail. The Agreement states, in part, the following:

"This is to confirm the Loan Agreement discuss (sic) with you in the presence of Kenny Smith, Mark Fuller and Emmanuel Meredith Sr. This is a Loan Request, valued at One Hundred Fifty Thousand US Dollars (\$150,000) for me to move forward with the Bank Instrument that I have with Barclay's Bank. The purpose of the loan is to purchase said Bank Instrument backed by Gold, so that we can move forward with all the work, that the Lord has called us to do...Donald Wilson has agreed to pay (the Investor) back said One Hundred, Fifty Thousands (sic) US Dollars (\$150,000) and interest in the amount of One Hundred Fifty Thousand US Dollars (\$150,000), which comes to a total of Three Hundred Thousand US Dollars (\$300,000) upon the initial payment from Barclay's Bank on said Bank Instrument backed by Gold. One (sic) the funds have been securely placed into the Attorney's Escrow account, then transferred to Barclay's Bank, we have a waiting period of Ten (10) business days to receive our fist payment, in which that payment will be suffice (sic) to complete said agreement aforementioned. At this time both parties will consider the Loan as PAID IN FULL."

The Agreement contains a signature represented to be Donald Wilson.

13. On February 5, 2018, **SMITH** sent an e-mail to the Investor with an attachment called the "Dallas Project." The attachment shows a photo of a vacant hospital. **SMITH** stated, "This is our hospital... that your loan is a lien against... that before it closes to find (sic) us you must be paid."

14. On February 6, 2018, based on instructions from **SMITH**, the Investor wired \$26,300.00 to a Bank of America account in the name of **SMITH**.

15. On April 7, 2018, the Investor traveled to Killeen, Texas and met with **SMITH**, **FULLER** and other individuals represented as employees of **MCL**. The Investor also visited the **MCL** building in Killeen, Texas. The purpose of this visit was to show the Investor that **MCL** was a legitimate company.

16. On August 17, 2018, the Investor traveled to Kansas City, Missouri where he met **WILSON**. The purpose of this visit was to meet **WILSON** and attend a beauty pageant in which **MCL** was one of the sponsors.

17. As of the date of this Order, the Investor has received only one \$5000.00 payment from **WILSON**. The Investor also received one payment from **SMITH** in the amount of \$590.00 from **SMITH**. The Investor made payments on the loans until his funds were exhausted, and he can no longer make the loan payments.

18. On February 21, 2019, a review of the registration files of the Alabama Securities Commission, revealed no registration, nor exemption from registration for the security offered by **MCL**, **FULLER**, **HIGGINS**, **SMITH** and **WILSON**. In addition, **MCL**, **FULLER**, **HIGGINS**, **SMITH** and **WILSON** were not registered nor exempt from registration to offer and sell securities in Alabama.

CONCLUSIONS OF LAW

19. Pursuant to Section 8-6-2(10), Code of Alabama 1975, includes any investment contract and/or promissory note in the definition of a security. The investment offered and/or sold by **RESPONDENTS** identified as a "loan agreement" is an investment contract and/or promissory note and is therefore considered a security as defined in the Act.

20. Pursuant to Section 8-6-2(5), Code of Alabama 1975, the definition of Issuer includes, "every person who proposes to issue, has issued, or shall hereafter issue any security." **MCL** issued a promissory note and/or investment contract constituting a security and is an Issuer under the Act.

21. Pursuant to Section 8-6-2(2), Code of Alabama 1975, an Agent is any individual other than a dealer who represents a dealer or issuer in effecting or attempting to effect sales of securities. **FULLER** effected the solicitation and sale of a security, to wit: the investment contract and/or promissory note to the Investor, on behalf of **MCL**, and is an Agent as defined by the Act.

22. Pursuant to Section 8-6-2(2), Code of Alabama 1975, an Agent is any individual other than a dealer who represents a dealer or issuer in effecting or attempting to effect sales of securities. **WILSON** effected the solicitation and sale of a security, to wit: the investment contract and/or promissory note to the Investor, on behalf of **MCL**, and is an Agent as defined by the Act.

23. Pursuant to Section 8-6-2(2), Code of Alabama 1975, an Agent is any individual other than a dealer who represents a dealer or issuer in effecting or attempting to effect sales of securities. **SMITH** effected the solicitation and sale of a security, to wit: the investment contract and/or promissory note to the Investor, on behalf of **MCL**, and is an Agent as defined by the Act.

24. Pursuant to Section 8-6-2(3), Code of Alabama 1975, a Dealer is any person engaged in the business of effecting transactions in securities for the account of others or for his own account. **HIGGINS** effected the solicitation and sale of a security, to wit: the investment contract and/or promissory note to the Investor, for the account of **MCL**, and is a Dealer as defined by the Act.

25. Pursuant to Section 8-6-4, Code of Alabama 1975, it is unlawful for any person to offer or sell any security in this state unless said security: (1) is registered under the Act; (2) the security is exempt from registration under Section 8-6-10; or (3) the transaction is exempt under Section 8-6-11. The security offered by **RESPONDENTS**, to wit: the investment contract and/or promissory note, was neither registered nor subject to a perfected exemption from registration in Alabama and was offered and sold in violation of the Act.

27. Pursuant to Section 8-6-3(a), Code of Alabama 1975, it is unlawful for any person to employ an agent, who is not registered with the Commission, to solicit or effect sales of securities in this state. **MCL** employed **FULLER**, **SMITH**, and **WILSON** as unregistered agents in Alabama, in violation of the Act.

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

This Order is appropriate in the public interest for the protection of investors and is consistent with the purposes of the 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 **RESPONDENTS** immediately **CEASE AND DESIST** from further offers or sales of any security into, within or from the state of Alabama.

Entered at Montgomery, Alabama, this 19th day of March 2019.



ALABAMA SECURITIES COMMISSION

P.O. Box 304700

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(334) 242-2984

BY:

A handwritten signature in black ink, appearing to read "JP Borg", is written over a horizontal line. The signature is fluid and stylized, with the first and last names being prominent.

Joseph P. Borg
Director