

**BEFORE THE ARKANSAS SECURITIES COMMISSIONER  
CASE NO. S-23-0020**

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REC'D - AR SECURITIES  
IN THE MATTER OF:

**LARRY JOE RUCKER;  
SEATBELTGUARD INC;  
GUARD4LIFE;  
BMS, INC. d/b/a  
BRADY MOUNTAIN STORAGE**

**RESPONDENT**

**REQUEST FOR CEASE AND DESIST ORDER**

The staff of the Arkansas Securities Department ("Staff") has received information and has in its possession certain evidence indicating Larry Joe Rucker ("Rucker") and entities associated with Rucker, including, but not limited to, Seatbeltguard, Inc. ("Seatbeltguard"), Guard4Life, and BMS, Inc. d/b/a Brady Mountain Storage ("BMS") (collectively with Rucker "Respondents") have violated provisions of the Arkansas Securities Act ("Act"), Ark. Code Ann. §§ 23-42-101 through 23-42-509, and the Rules of the Arkansas Securities Commissioner ("Rules").

**ADMINISTRATIVE AUTHORITY**

1. This matter is brought in connection with violations of the Act and Rules and is therefore properly before the Arkansas Securities Commissioner ("Commissioner") in accordance with Ark. Code Ann. § 23-42-209.

**RESPONDENTS**

2. Rucker is a resident of Garland County, Arkansas. He claims to be the CEO of BMS and the CEO of Seatbeltguard and claims to own a majority of the shares of each entity. Rucker has never been registered as an individual with the Arkansas Securities Department ("Department") in any capacity and has never made filings to register securities or claim an exemption from registration for securities with the Department for any of the entities for which he is the owner or control person.

2. Seatbeltguard is an Arkansas company with an agent address of 4476 Grigsby Ford Rd., Apt. B, Malvern, Arkansas 72104, and was incorporated in 2012 by a group of individuals, including Rucker as its President. The Arkansas Secretary of State's business entity search shows Seatbeltguard's entity status as revoked.
3. Upon information and belief, Guard4Life is an offshoot of Seatbeltguard or a product that Rucker developed as part of Seatbeltguard. Guard4Life purported to provide certain global positioning system (GPS) capabilities for Arkansas municipality-owned vehicles and contracted with municipalities around the state of Arkansas to provide these services. It is unclear whether Rucker continues to promote or provide GPS services through Guard4Life.
4. BMS is an entity that is not registered on the Arkansas Secretary of State's website. It is also referred to as Brady Mountain Storage. BMS lists Rucker as its CEO on contracts and documents purporting to evidence ownership of shares in BMS.

**Affiliated Individual**

5. Ronnie Vanderslice ("Vanderslice") is a resident of Garland County, Arkansas. On business cards associated with Seatbeltguard he is listed as Vice President and Director of Sales. Vanderslice is also associated with BMS. Similar to Rucker, Vanderslice has never been registered with the Department in any capacity and has never made filings to register securities or claim an exemption from registration for securities with the Department for any entity with which his is affiliated.

## BACKGROUND

7. On November 27, 2001, Rucker plead guilty to two counts of Bank Fraud & Aiding and Abetting in the United States District Court for the Western District of Arkansas under the Federal Criminal Code, Title 18, Sections 1344 and 2 (Case Number 6:01-cr-60003-RTD) 6:01CR60003-001). Rucker was sentenced to one (1) day in prison and ordered to pay a \$200 fine and \$22,850 in restitution to victims of the fraud he perpetrated through Prestige Home Improvement, Inc., a defunct Arkansas corporation for which Rucker served as the treasurer and secretary.
8. In 2012, Rucker began Seatbeltguard. The concept of Seatbeltguard is to offer customers information about a driver of a vehicle which is provided by technology installed in the vehicle or cell phone application. The information provided could be, for example, if the person is wearing or not wearing a seatbelt or potentially gathering GPS data to see how efficient the driver was with fuel. Later when the business was more established, Rucker allegedly offered these services to cities, municipalities, car dealerships, freight transportation companies, and other entities.
9. Along with expanding his business, Rucker also started soliciting funds directly from Arkansas investors by selling interest in Seatbeltguard he called unregistered "shares" using fraud and fraud by omission, as will be discussed herein.
10. On December 12, 2022, The City of Batesville, Arkansas ("Batesville"), filed a complaint in Arkansas's 18th East Circuit Division 1 (Case No. 26CV-22-1373), *City of Batesville, AR v. Larry Joe Rucker*. Batesville alleged that they had paid \$25,200 for services that were not rendered by Seatbeltguard and Rucker. Batesville claimed that promised GPS equipment was not delivered by Rucker and the sum should be paid back. On October 24,

2023, Rucker and Batesville entered into an agreement that Rucker pay \$16,000 in damages. On June 6, 2024, Batesville filed a Motion To Enter Consent Judgement. In that Motion, Batesville alleged that Rucker made three \$500 payments and stopped remitting damages to Batesville.

11. BMS was started after Seatbeltguard effectively failed at the end by 2022. Rucker began to solicit investments for his new venture. Rucker's plan was to buy land and develop it for a storage facility at a location close to Lakes Ouachita and Hamilton in Garland County, Arkansas. Like the scheme with Seatbeltguard, Rucker planned to fund this project by selling interests in BMS as unregistered "shares" by fraud and deceit using the same template contract and agreement as Seatbeltguard.
12. On November 20, 2023, the owner of the land in which BMS and Rucker were planning to build the storage facilities filed a lawsuit in Garland County Circuit Court. The complainant argued that Rucker was trying to illegally seize the land to be used for the storage facility from her by means of a mechanics lien. On January 8, 2024, the court ordered a default judgment in favor of the owner of the land against Rucker.

### **FACTS SUPPORTING REQUEST FOR CEASE AND DESIST ORDER**

#### **Rucker's Fraudulent Investment Scheme Seatbeltguard**

13. In 2023, a Staff investigation into Rucker, uncovered a fraudulent unregistered investment scheme and unauthorized use of investment funds for personal use by Rucker. Rucker solicited Arkansas investors to buy Seatbeltguard shares with several promises: that they would receive a large return at the sale of Seatbeltguard, that the shares of Seatbeltguard were limited and exclusive, that the risks involved in the purchase of shares were low-to-



nonexistent because of a 10% profit buy-back option, and that they would share in the profits of Seatbeltguard with a dividend paid out yearly.

14. Each Arkansas investor in Seatbeltguard signed several agreements through which Rucker attempted to legitimize the purchase of shares. These agreements included a Stockholder's Redemption Agreement, a Confidentiality Agreement, an Option to Purchase Stock, a Contract, and a Non-Compete Agreement. These documents included the share price at the time of sale and a buy-back price that was higher than the purchase price. Rucker or one of Seatbeltguard's alleged employees would sign these agreements to purchase.

15. Certain other terms were not in the agreements but were orally stated to investors. Rucker would only sell a minority number of shares keeping a majority of shares for himself. Rucker stated to investors that 48-49 shares of Seatbeltguard would be sold to investors while 51-52 shares would always be in Rucker's possession. By allegedly limiting the sale of shares, Rucker artificially boosted the exclusivity of Seatbeltguard and made the investment seem like a premium for investors to get in at any price. However, Rucker knew that the most appealing part of the investment in Seatbeltguard was its value at the sale of the company, if that ever occurred. On one hand, Rucker was craftily telling investors that he was limiting the shares of the company to sell them at a premium, but on the other hand was selling when he needed money. There was nothing exclusive about Seatbeltguard.

Eventually the investors stopped investing and the well ran dry for Rucker and Seatbeltguard.

#### **ARKANSAS INVESTORS IN SEATBELTGUARD (ARs)**

16. AR1 is a middle-aged resident of Hot Springs, Arkansas. AR2 is the husband of AR1 and a resident of Hot Springs, Arkansas. AR1 first heard of Rucker and Seatbeltguard from her mother (AR3) who had already invested with Rucker. She first met Rucker at a restaurant in Hot Springs in June of 2013 with AR2 and her son (AR13 who also bought shares of Seatbeltguard). At that meeting, Rucker portrayed to AR1 that the shares and the investment in Seatbeltguard was exclusive and without risk and that if he let AR1 invest, Rucker was doing her a favor. Rucker told AR1 at that time that each share would be worth over a million dollars, and those who invested would be millionaires and rich when an angel investor would eventually purchase the entire company. Rucker stated to AR1 that dividends would be paid at 10-20% of the purchase price of the shares. Rucker stated to AR1 that dealerships were lined up to purchase Seatbeltguard devices. In July 2013, AR1 and AR2 purchased what they believed to be two shares of Seatbeltguard. In 2015, AR1 and AR2 signed a new contract for the purchase of 15 shares of Seatbelt at \$75,000. AR1 and AR2 finally bought one last share in July 2019 at \$6,500. In total, AR1 and AR2 paid over \$100,000 to Rucker for 18 shares of Seatbeltguard.

17. AR3 and AR4 are married and retired living in Garland County, Arkansas. AR3 is the mother of AR1 and AR5. AR3 was told about Seatbeltguard by a mutual friend of hers and Rucker's. She met Rucker at his Seatbeltguard office in Hot Springs and was told by Rucker that she would be on the ground floor of the company. Rucker stated to her that he would only sell 48 shares of the company and maintain 52 shares, and that large companies

were looking at purchasing his equipment, including Entergy Arkansas, an integrated energy company that serves approximately 730,000 customers in 63 Arkansas counties. She was also told in 2012 that Jerry Jones, the owner, president, and general manager of the Dallas Cowboys National Football League team, had offered to purchase the company from Rucker at a valuation of \$4 million (\$4,000,000). In August of 2012, AR3 purchased two shares at \$1,000 each. She purchased another single share in December 2015 at \$6,500 and two more shares at \$6,500 in March 2019. In total, AR3 purchased five shares for \$21,500.00. AR3 was over the age of 65 for the 2015 and 2019 purchases. AR4 relied on the same statements his wife did. He purchased his first two shares in October 2013 at \$4,000 each and one share in December 2015 at \$6,500.00. In Total AR4 purchased three shares for \$14,500 total. AR4 was over the age of 65 for all three transactions.

18. AR5 and AR6 are a married and living in Garland County, Arkansas. AR5 is the daughter of AR3 and the sister to AR1. AR5 and AR6 were introduced to Rucker at his office by AR1 in November of 2015 when Rucker showed a PowerPoint presentation on Seatbeltguard products. Rucker told AR5 and AR6 that there was zero risk in their investment because he would buy back the shares at a 10% up charge, and that the money invested would be held in a separate account not to be touched by Rucker. Rucker during this presentation emphasized the exclusivity of this investment stating that only 49 shares would be sold to investors, and he would keep 51 shares of the company at all times. Rucker also told AR5 and AR6 that their investment was protected if anything were to happen to Rucker. Rucker stated that there was a life insurance policy that would pay investors if something happened to Rucker. AR5 and AR6 purchased two shares at this time for \$6,500 per share. They put an initial payment of \$3,000 toward the purchase and

then paid installments periodically over time. They purchased one more share for a total of three shares for \$19,500 as of December 2015.

19. In June 2016, AR5 and AR6 added one additional share for \$6,500 to make 4 total and \$26,000 invested. In August 2018, AR5 and AR6 requested Rucker buy one share they purchased in 2016. Rucker did pay back AR5 and AR6 for one share.
20. In November of 2020, tired of unfulfilled promises, AR5 and AR6 requested a refund of the rest of their investment based on the buy-back contract. Rucker stated that he needed approval from the board of directors before any buy-back could occur. AR5 and AR6 had never heard of the board of directors in previous conversations with Rucker. Rucker met with AR5 and AR6 and presented a contract to buy back the shares which AR5 and AR6 felt did not actually hold Rucker liable to pay them back but instead released Rucker and Seatbeltguard of all liability. After Rucker failed to pay or reach an agreement with AR5 and AR6, AR6 messaged Rucker in July 2022 stating that Rucker had been given a lot longer to come up with the money to repay them than it took AR5 and AR6 to pay for the shares originally. Rucker replied back by text message:

[I]f I had your money I'd have already paid you. I suggest you and your wife sit down and talk with me. The company has been in financial straits and in financial straits for the last two years, I don't know if we're gonna be able to come out of it or not but I'm trying.

AR5 and AR6 purchased 4 shares of Seatbeltguard for \$26,000 in total invested.

21. AR7 is the brother of AR3 and AR8. He is retired and living in Calhoun County, Arkansas. He was recommended this investment from his sister AR3. He was told by AR3 that there were only two shares left to purchase in Seatbeltguard and Rucker was looking for one more investor. AR7 met with Rucker only one time and he was told by Rucker at that meeting he was going to make a lot of money. AR7 purchased 2 shares in Seatbeltguard

for \$6,500 each, \$13,000 in total. AR7 was over the age of 65 when he purchased his two shares.

22. AR8 and AR9 are married and retired and live in Garland County, Arkansas. AR8 is the brother of AR3 and AR7. He was introduced to Rucker by his sister AR3. Rucker and Vanderslice personally visited AR8 and AR9 in June 2014 at their home to propose Seatbeltguard as an investment. AR8 and AR9 were told that Seatbeltguard was a safety device for teenage drivers. Rucker and Vanderslice also promoted the safety of the investment and the payout at the time when the company sold to a buyer. Rucker stated to AR8 and AR9 that the money was secure, would not be used, and that they could get it back with 10% profit. Vanderslice leveraged his relationship with AR8. He had known and played music with AR8 for decades and now was using that relationship to promote Rucker as a Christian man who helped those in need.

23. At the June 2014 meeting, AR8 and AR9 signed a contract to purchase two shares of Seatbeltguard at \$8,000 each. They delivered cash to Rucker's Hot Springs office later. After that initial purchase, Rucker would contact AR8 and AR9 and claim that another alleged shareholder had "backed out" of the agreement. After Rucker contacted AR8 and AR9 by phone or text message, they would meet for dinner where Rucker regularly brought his mentally impaired son and talked about giving to those in need and being a Christian man. Rucker also told AR8 and AR9 that Jerry Jones and Steve Landers, a businessman and philanthropist from Benton, Arkansas, who founded one of Arkansas's largest chains of automotive dealerships, had offered to buy Seatbeltguard. AR8 and AR9 bought multiple times when these alleged shareholders backed out of the agreement:

- a. 8 shares in December 2015 at \$6,500 each

- b. 6 shares in June 2019 at \$6,500 each
  - c. 5 shares in July 2019 at \$7,800 each
  - d. 5 shares in August 2019 at \$5,200 each
  - e. 5 shares in November 2019 at \$4,400 each
24. In February 2021, Rucker again asked AR8 and AR9 to dinner. Rucker at that time asked for an \$80,000 loan to purchase equipment. Rucker offered collateral for the loan. AR8 and AR9 refused to give Rucker the money. In total AR8 and AR9 purchased over 30 shares for around \$190,000.
25. AR10 and AR11 purchased \$54,000 worth of an unspecified number of Seatbeltguard shares in May 2017.
26. AR12 purchased \$18,000 worth of an unspecified number of Seatbeltguard shares in May 2017.
27. AR13 purchased two shares of Seatbeltguard, one in July 2013 and one in December 2013, for \$8,000 total.
28. In total, the estimated number of shares sold and held by known ARs is over 55. The estimated total amount invested by known ARs in Seatbeltguard is over \$400,000.
29. The Staff has information indicating that there could be additional Arkansas investors as well as investors in Colorado and Texas.

#### **Seatbeltguard Shareholders' Meeting**

30. In March 2019, after being pressured by investors because of the lack of updates on the status of the company, shareholders in Seatbeltguard (except AR7) and Rucker attended an alleged shareholders' meeting at AR13's house. Rucker made several statements at this meeting to reassure nervous investors including, but not limited to, the following:

- a. That Seatbeltguard would pay dividends within the next year.
- b. That a company in California had offered to purchase Seatbeltguard but Rucker had turned them down for now, but they were still in negotiations.
- c. That Rucker had been reported to a federal agency and had to pay a substantial amount of money in legal fees but had ultimately won the case and was found not guilty.
- d. Rucker stated that he had new contracts with Entergy Arkansas and Utility Trailer Company, a manufacturer of dry freight vans, refrigerated vans, and flatbeds headquartered in Los Angeles, California, and that he was also speaking with J.B. Hunt Transport Services, Inc., a Fortune 500 transportation company providing freight transportation services in the U.S., Canada, and Mexico and headquartered in Lowell, Arkansas.

#### **Rucker's Use of Seatbeltguard Funds**

31. Rucker essentially used Seatbeltguard's bank account as his own personal account. In daily transactions, there was no differentiation between Rucker's personal transactions and accounts and business transactions and accounts that belong to Seatbeltguard and Arkansas investors. Rucker seemingly moved investor money, spent it on himself, and gambled at Oaklawn Racing Casino Resort in Hot Springs. For instance, from January 2022 to April 2022, Rucker made 17 transfers from the Seatbeltguard account into his Oaklawn Jockey Club account in the amount of \$18,000.00. Rucker also repeatedly transferred investor money intended for the Seatbeltguard account into his own personal account or into cash instead of the designated Seatbeltguard/Guard4Life bank account. For example, from a



business bank account marked for Guard4Life, Rucker made around \$195,000 in ATM withdrawals, and \$55,000 in-person withdrawals with a bank teller.

### **Rucker's Fraudulent Investment Scheme BMS**

32. In August 2022, AR6 saw Rucker at a restaurant with individuals he thought were potential Seatbeltguard investors. AR6 overheard Rucker soliciting these investors on the opportunity to purchase shares without any risk. AR6 later texted Rucker still upset that AR5 and AR6 had not been paid back asking Rucker, "How was your dinner tonight? Did you have any luck selling shares? And does this mean your fixing [sic] to pay us?" AR6 was unaware that Rucker had already moved on from Seatbeltguard to his new venture BMS and what he overheard was Rucker selling shares in this new investment scheme.
33. After Seatbeltguard went under, Rucker solicited new ARs to buy shares in BMS with promises similar to those made in Seatbeltguard: that they would receive a large return at the sale of BMS to a potential buyer, that the shares of BMS were limited and exclusive, that the risk involved in the purchase of shares was low to nonexistent because of a 10% profit buy-back, and that they would share in the profits of BMS with a dividend paid out yearly. Each AR investor in BMS like Seatbeltguard signed several documents that legitimized the purchase of shares. These agreements also included a Stockholders Redemption Agreement, a Confidentiality Agreement, an Option to Purchase Stock, a Contract, and a Non-Compete Agreement. These documents included the share price at the time of sale and a buy-back price that was higher than the purchase price. Rucker would sign these agreements to purchase. Other terms that were not in the agreement were that Rucker would only sell a minority number of shares, keeping a majority of shares for himself. Rucker would sell 48-49 shares to investors, while 51-52 shares would always be

in Rucker's possession. Just like in Seatbeltguard, Rucker allegedly limited the sale of shares to artificially boost the exclusivity of BMS and to make the investment a premium to investors to get in at any price knowing that the most appealing part of the investment in BMS was its value at the sale of the company, if that ever occurred. Rucker on the one hand was telling investors that he was limiting the shares of BMS to sell them at a premium, while he was selling as many shares as possible. Just like Seatbeltguard, there was nothing exclusive about BMS.

#### **ARKANSAS INVESTORS IN BMS (ARs)**

34. AR14 was introduced to Rucker by another BMS investor. AR15 was introduced by AR14, who is AR15's brother-in-law. Both AR14 and AR15 are retired and live in Garland County, Arkansas. Both at the time of purchase were over the age of 65. The first meeting with Rucker and AR14 and AR15 was at the Hot Springs, Arkansas Olive Garden in September of 2022. Rucker stated to both AR14 and AR15 that he was building a boat and RV storage facility located close to both Lakes Ouachita and Hamilton. Rucker stated to both of them that customers were already on a waiting list to store their items there. After the facility was developed with investor money, Rucker would sell the property and AR14 and AR15 would receive a portion of profit. AR14 and AR15, being elderly and without a lot of funds, decided to buy a share together, splitting a \$5,000 share. They again met with Rucker in October 2022 and signed the paperwork that was almost exactly the same as Seatbeltguard. Rucker told AR14 and AR15 that there would only be 100 shares of BMS, and that each share would be worth 2% of sell price of BMS. AR14 and AR15 bought one share for \$2,500 a piece, \$5,000 total.

## APPLICABLE LAW

28. Ark. Code Ann. § 23-42-102(17)(A)(ii) defines “security” to include investment contracts.
29. Ark. Code Ann. § 23-42-102(17)(A)(xvii) defines “security” as any interest or instrument commonly known as a “security” or any certificate of interest or participation in, temporary or interim certificate for, guarantee of, or warrant or right to subscribe to or purchase, and of the forgoing (A)(i)-(Axvi).
30. Ark. Code Ann. § 23-42-102(10) defines “issuer” to mean every person who issues or proposes to issue any security.
31. Ark. Code Ann. § 23-42-102(1)(A)(i) defines “agent” to mean an individual other than a broker-dealer, who represents a broker-dealer or issuer in effecting or attempting to effect purchases or sales of securities.
32. Ark. Code Ann. § 23-42-301(a) states that it is unlawful for a person to transact business in Arkansas as an agent unless they are registered under the Act.
33. Ark. Code Ann. § 23-42-501 states that it is unlawful for any person to offer or sell any security in this state unless it is registered under the Act; the security or transaction is exempted under Ark. Code Ann. § 23-42-503 or § 23-42-504; or it is a covered security.
34. Ark. Code Ann. § 23-42-507(2) states that it is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly, to make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in light of the circumstances under which they are made, not misleading.
35. Ark. Code Ann. § 23-42-507(3) states that it is unlawful for any person, in connection with the offer, sale, or purchase of any security, directly or indirectly, to engage in any act,

practice, or course of business which operates or would operate as a fraud or deceit upon any person.

36. Ark. Code Ann. § 23-42-209(a) states that whenever it appears to the Commissioner, upon sufficient grounds or evidence satisfactory to the Commissioner, that any person has engaged or is about to engage in any act or practice constituting a violation of any provision of the Act, the Commissioner may summarily order the person to cease and desist from the act or practice.

### CONCLUSIONS OF LAW

37. The alleged shares/stock or the option or right of purchasing shares/stock offered by Respondent Rucker in both Seatbeltguard and BMS are securities in the form of investment contracts because these schemes involved an investment of monetary value in Seatbeltguard and BMS, a common enterprise, with a reasonable expectation of profits to be derived from the Respondents' efforts, and through no efforts of the investor. Ark. Code Ann. § 23-42-102(17)(A)(xi) and *Securities and Exchange Commission v. W.J. Howey Co.*, 328 U.S. 293, 298-99 (1946) (“[A]n investment contract... means a contract, transaction or scheme whereby a person invest his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or a third party....”).
38. Respondents Seatbeltguard and BMS acted as issuers under Ark. Code Ann. § 23-42-102(10), by engaging in the business of issuing investment contract securities claiming to be stock or an interest in stock.
39. Respondent Rucker acted as an unregistered agent of the issuers Seatbeltguard and BMS in violation of Ark. Code Ann. § 23-42-301(a).
40. The securities offered by Respondents were not registered with the Department, exempt from registration with the Department, or covered securities under federal law. Therefore,

the Respondents violated Ark Code Ann. § 23-42-501 when they offered securities to the public.

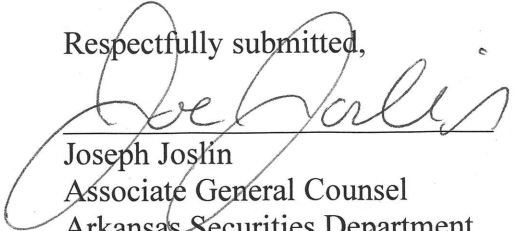
41. The Respondents violated Ark. Code Ann. § 23-42-507(2) by making false and misleading statements of material fact including, not limited to, the following: stating that only minority of shares of Seatbeltguard would be sold; that a federal agency investigated and found that Rucker had done nothing wrong; that money invested by ARs in Seatbeltguard was set aside and not used by Rucker; and that Seatbeltguard was a zero risk investment which would return millions when sold.
42. Respondent Rucker's failure to reveal his federal conviction was a violation of Ark. Code Ann. § 23-42-507(2) and securities fraud because it was an omission of a material fact necessary for AR investors to make a reasonable decision in whether to invest in Seatbeltguard and BMS because it would have called into question Rucker's honesty and truthfulness. Respondent Rucker also violated Ark. Code Ann. § 23-42-507(2) by failing to disclose Case No. 26CV-22-1373, *City of Batesville, AR v. Larry Joe Rucker*, and the subsequent order against Rucker and Seatbeltguard because it was an omission of material fact that is necessary for AR investors to make a reasonable decision in whether to invest in BMS.
43. Respondent Rucker's failure to reveal that he did not own the land on which the BMS storage facility was being built violates Ark Code Ann § 23-42-507(2) and securities fraud because it was an omission of a material fact necessary for AR investors to make a reasonable decision in whether or not to invest in BMS because it would call into question the profitability of BMS and the ability of selling BMS to potential buyers.

44. Respondent Rucker violated Ark. Code Ann. § 23-42-507(2) by making false and misleading statements of material facts by representing that BMS was incorporated with the Arkansas Secretary of State's office when in fact it is not.
45. The Respondents violated Ark. Code Ann. § 23-42-507(3) by presenting both BMS and Seatbeltguard in a way that supposedly limits the availability of "shares" in the company. In fact, there is no limiting of sold shares the only limiting factor is how many shares Rucker can sell.
46. The Respondents' conduct, acts and practices violate the Act and threaten immediate and irreparable public harm on an ongoing basis. Therefore, a cease and desist order is in the public's interest and is appropriate under Ark. Code Ann. § 23-42-209(a).
47. This matter is brought in connection with violations of the Act and Rules and is therefore properly before the Commissioner in accordance with Ark. Code Ann. § 23-42-209.

#### **PRAYER FOR RELIEF**

WHEREFORE, the Staff respectfully request that the Commissioner summarily order the Respondents to immediately cease and desist from the offering and selling fraudulent, unregistered securities to the residents of Arkansas and committing fraud in connection with the offer and sale of securities in Arkansas. The Staff also requests any other relief the Commissioner deems necessary and equitable.

Respectfully submitted,

  
Joseph Joslin  
Associate General Counsel  
Arkansas Securities Department

2/10/25  
Date