

- (“Investor A”) through an online dating site, and the two became romantically involved.
4. Because of Respondent Lopez’s actions and promises made verbally and through texts, Investor A came to believe that they were in a unique, long-term relationship and that Respondent Lopez was someone trustworthy.
 5. During the course of their relationship, Respondent Lopez told Investor A that he was a successful and accomplished inventor and entrepreneur.
 6. In or about December 2015, Respondent Lopez told Investor A that he had developed a new business concept—Extra Hand—which was a magnetic hook used for securing cargo.
 7. Respondent Lopez further told Investor A that he expected to make one million dollars (\$1,000,000) from Extra Hand.
 8. Respondent Lopez further told Investor A that if she invested, she could expect to receive over four hundred thousand dollars (\$400,000) by March 2016.
 9. Based on Respondent Lopez’s representations, on or about December 28, 2015, Investor A invested twenty thousand dollars (\$20,000) with Respondent Lopez.
 10. On or about December 29, 2015, Respondent Lopez deposited eighteen thousand dollars (\$18,000) of Investor A’s investment into his then-overdrawn personal checking account, holding the remainder of Investor A’s investment as cash.
 11. Upon depositing Investor A’s investment, Respondent Lopez immediately began spending it on personal expenses, including, but not limited to:
 - a. Textbooks and student housing expenses for Respondent Lopez’s daughter;
 - b. Concert tickets;
 - c. Veterinarian expenses;
 - d. Respondent Lopez’s personal vehicle repairs and insurance premiums; and
 - e. Near-daily visits to various restaurants.
 12. Within sixty (60) days of Investor A’s investment, Respondent Lopez had spent nearly all of Investor A’s investment on personal expenses, and his primary bank account carried a balance of approximately three hundred dollars (\$300).
 13. Despite his bank account carrying a relatively low balance, Respondent Lopez repeatedly represented to Investor A that he was receiving significant interest in Extra Hand from putative buyers.

14. Respondent Lopez further maintained that Investor A would receive a return on her investment by March 2016.
15. Based on Respondent Lopez's representations, on or about February 23, 2016, Investor A invested a further five thousand dollars (\$5,000) with Respondent Lopez.
16. On or about February 24, 2016, Respondent Lopez deposited four thousand dollars (\$4,000) of Investor A's second investment into his personal checking account, holding the remainder of Investor A's second investment as cash.
17. Upon depositing Investor A's second investment, Respondent Lopez immediately began spending it on personal expenses, including, but not limited to:
 - a. Student housing expenses for Respondent Lopez's daughter;
 - b. Concert tickets;
 - c. Respondent Lopez's personal mobile phone bill; and
 - d. Near-daily visits to various restaurants.
18. Within thirty (30) days of Investor A's second investment, Respondent Lopez had spent nearly all of Investor A's second investment on personal expenses, and his primary bank account carried a balance of approximately three hundred dollars (\$300).
19. Contrary to Respondent Lopez's representations, Investor A did not receive a return on either of her investments by March 2016.
20. In the months following Investor A's second investment, Investor A repeatedly requested that Respondent Lopez return her funds.
21. Respondent Lopez typically responded to Investor A's requests by promising that he would return her funds imminently. However, Respondent Lopez never returned any portion of Investor A's funds.

Investor B

22. On or about January 15, 2016, Respondent Lopez contacted a Missouri resident ("Investor B") through an online dating site, and the two became romantically involved.
23. Because of Respondent Lopez's actions and promises made verbally and through texts, Investor B came to believe that they were in a unique, long-term relationship and that Respondent Lopez was someone trustworthy.
24. During the course of their relationship, Respondent Lopez told Investor B that he was a successful and accomplished inventor and entrepreneur.

25. Respondent Lopez further told Investor B that he had developed a new business concept—Pearl—which involved grinding and processing oyster shells into a powder for use in beauty products.
26. Respondent Lopez further told Investor B that if she invested in Pearl (ostensibly through his Florida company, NC Capital Investment, LLC), her investment would double within months.
27. In connection with soliciting Investor B’s investment, Respondent Lopez omitted to state that NC Capital Investment, LLC had held an inactive corporate status with the Florida Secretary of State since 2013.
28. In connection with soliciting Investor B’s investment, Respondent Lopez omitted to state that he had filed for Chapter 7 bankruptcy on or about May 26, 2015.
29. In connection with soliciting Investor B’s investment, Respondent Lopez omitted to state that he had thirty-three (33) unsatisfied tax liens with the State of South Carolina totaling approximately thirty-eight thousand dollars (\$38,000).
30. Based on Respondent Lopez’s representations, on or about April 29, 2016, Investor B wired fifteen thousand dollars (\$15,000) to Respondent Lopez.
31. Upon receiving Investor B’s investment, Respondent Lopez immediately began spending it on personal expenses, including, but not limited to:
 - a. Multiple months of Respondent Lopez’s overdue rent;
 - b. Tickets to the Aiken Bluegrass Festival;
 - c. A \$939.90 check to Respondent Lopez’s mother with the memo line, “For Taxes, Ins., 2 months’ truck”; and
 - d. Near-daily visits to various restaurants.
32. Within ninety (90) days of Investor B’s investment, Respondent Lopez had spent nearly all of Investor B’s investment on personal expenses, and his primary bank account was overdrawn.
33. Despite his bank account carrying a negative balance, Respondent Lopez repeatedly represented to Investor B that her investment had doubled.
34. In or about July 2016, Respondent Lopez told Investor B that his company was developing a new mobile phone app—Blyrp.
35. Respondent Lopez further told Investor B that a prominent mobile app developer was

- interested in purchasing the rights to Blyrp for five million dollars (\$5,000,000).
36. Respondent Lopez further told Investor B that her investment in Blyrp would double within months.
 37. Respondent Lopez further told Investor B that her first investment in Pearl had doubled in value to thirty thousand dollars (\$30,000) and that Respondent Lopez would “roll” that money into Investor B’s second investment.
 38. Based on Respondent Lopez’s representations, on or about July 19, 2016, Investor B wired twenty-seven thousand four hundred sixteen dollars and sixty-six cents (\$27,416.66) to Respondent Lopez.
 39. On or about July 29, 2016, Respondent Lopez told Investor B that he had rounded up her investment to an even fifty-eight thousand dollars (\$58,000) and that Investor B had fifteen thousand (15,000) shares in his company, LowCountry Apps, LLC.
 40. Upon receiving Investor B’s second investment, Respondent Lopez immediately began spending it on personal expenses, including, but not limited to:
 - a. Multiple months of Respondent Lopez’s overdue rent;
 - b. Multiple months of delinquent payments on a vehicle;
 - c. College tuition payments for Respondent Lopez’s daughter; and
 - d. Near-daily visits to various restaurants.
 41. Within sixty (60) days of Investor B’s second investment, Respondent Lopez had spent nearly all of Investor B’s second investment on personal expenses.
 42. Despite his bank account carrying a balance of less than one thousand dollars (\$1,000), Respondent Lopez repeatedly represented to Investor B that her second investment had substantially grown in value. To wit, on at least one occasion, Respondent Lopez told Investor B that her investment had grown to over two hundred thousand dollars (\$200,000).
 43. In the months following Investor B’s second investment, Investor B repeatedly requested that Respondent Lopez return her funds.
 44. Respondent Lopez typically responded to Investor B’s requests by promising that he would return her funds imminently. However, Respondent Lopez never returned any portion of Investor B’s funds.

45. At no time relevant to the events stated herein was Respondent Lopez registered with the Division as a broker-dealer, and no exemption from registration has been claimed.
46. At no time relevant to the events stated herein were the securities at issue registered with the Division or federal covered securities, and no exemption from registration has been claimed by Respondent Lopez.

IV. CONCLUSIONS OF LAW

47. The investment opportunities offered and sold by Respondent Lopez constitute securities as defined by the Act. S.C. Code Ann. § 35-1-102(29).
48. The securities offered and sold by Respondent Lopez were offered and sold in violation of S.C. Code Ann. § 35-1-301.
49. In connection with the events above, Respondent Lopez transacted business in this State as an unregistered broker-dealer in violation of S.C. Code Ann. § 35-1-401(a).
50. In connection with the events above, Respondent Lopez (1) employed a device, scheme, or artifice to defraud; (2) made one or more untrue statements of material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (3) engaged in acts, practices, or courses of business that operated as a fraud or deceit upon Investor A and Investor B, in violation of S.C. Code Ann. § 35-1-501.
51. It is in the public interest, for the protection of investors, and consistent with the purposes of the Act that Respondent Lopez be ordered to cease and desist from engaging in the above-enumerated practices, which constitute violations of the Act, and pay an appropriate civil penalty for his wrongdoing.

V. CEASE AND DESIST ORDER

NOW THEREFORE, pursuant to S.C. Code Ann. § 35-1-604(a)(1), it is hereby **ORDERED** that:

- a. Respondent Nicholas Joseph Lopez, Jr. (d/b/a NC Capital Investment, LLC, d/b/a LowCountry Apps, LLC) and every entity owned, operated, or indirectly or directly controlled by or on behalf of Nicholas Joseph Lopez, Jr. (d/b/a NC Capital Investment, LLC, d/b/a LowCountry Apps, LLC) **CEASE AND DESIST** from transacting business in this State in violation of the Act; and
- b. Respondent Nicholas Joseph Lopez, Jr. (d/b/a NC Capital Investment, LLC, d/b/a

LowCountry Apps, LLC) pay a civil penalty in the amount of one hundred twenty thousand dollars (\$120,000) if this Order becomes effective by operation of law, or, if Lopez seeks a hearing and any legal authority resolves this matter, pay a civil penalty in an amount not to exceed \$10,000 for each violation of the Act by Lopez, and the actual cost of the investigation or proceeding.

IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. §§ 35-1-604(a)(2) and (3), any exemption from registration with the Division upon which the Respondent may claim to rely under S.C. Code Ann. §§ 35-1-201(3)(C), (7), or (8); 35-1-202; 35-1-401(b)(1)(D) or (F); or 35-1-403(b)(1)(C), has been and is **PERMANENTLY REVOKED**.

VI. REQUIREMENT OF ANSWER AND NOTICE OF OPPORTUNITY FOR HEARING

The Respondent is hereby notified that he has the right to a hearing on the matters contained herein. To schedule such a hearing, the Respondent must file with the Securities Division, Post Office Box 11549, Rembert C. Dennis Building, Columbia, South Carolina, 29211-1549, attention: Wanda Ealy, within thirty (30) days after the date of issuance of this Order to Cease and Desist, a written Answer specifically requesting a hearing. If the Respondent requests a hearing, the Division, within fifteen (15) days after receipt of a request in a record from the Respondent, will schedule the hearing for the Respondent.

In the written Answer, the Respondent, in addition to requesting a hearing, shall admit or deny each factual allegation in this Order, shall set forth specific facts on which the Respondent relies, and shall set forth concisely the matters of law and affirmative defenses upon which the Respondent relies. If the Respondent is without knowledge or information sufficient to form a belief as to the truth of an allegation, he shall so state.

Failure by the Respondent to file a written request for a hearing in this matter within the thirty-day (30) period stated above shall be deemed a waiver by the Respondent of the right to such a hearing. Failure by the Respondent to file an Answer, including a request for a hearing, shall result in this Order, including the stated civil penalty and any assessed costs, becoming final as to the Respondent by operation of law.

This Order does not prevent the Division or any law enforcement agency from seeking additional civil or criminal remedies as are available under the Act, including remedies related to the offers and sales of securities by the Respondent set forth above.

ENTERED, this the 25th day of May, 2018.

ALAN WILSON
Securities Commissioner

By: 
TRACY A. MEYERS
Deputy Securities Commissioner

ISSUANCE REQUESTED BY:



TAYLOR FAW
Assistant Attorney General
Securities Division
Rembert C. Dennis Building
1000 Assembly Street
Columbia, South Carolina 29201

STATE OF SOUTH CAROLINA
OFFICE OF THE ATTORNEY GENERAL
SECURITIES DIVISION

CERTIFICATE OF SERVICE AND
AFFIDAVIT OF COMPLIANCE
File Number 20173645

I hereby certify that I served upon the individual/entity listed below a copy of the document indicated below and dated May 25, 2018, by serving a copy of said document upon the Securities Commissioner of the State of South Carolina and by placing a copy of said document in the United States mail, certified mail, return receipt requested, first class postage prepaid and addressed to:

Nicholas Joseph Lopez, Jr.
c/o Dayne Phillips, Esquire
1614 Taylor Street, Suite D
Columbia, South Carolina 29201

Document(s): Order to Cease and Desist

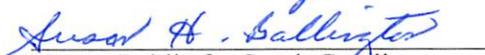
Mailed May 25, 2018 from Columbia, South Carolina.

I further hereby certify, swear and affirm that, service of the above-listed entity is in compliance with Section 35-1-611, Code of Laws of South Carolina.

By: 

Wanda Ealy
South Carolina Attorney General's Office
Securities Division
Post Office Box 11549
Columbia, SC 29211-1549
(803) 734-4731

Subscribed and sworn to before me on
this 25th day of May, 2018.



Notary Public for South Carolina

My commission expires: 6/29/21