



**SUBPOENA**

**UNITED STATES OF AMERICA  
SECURITIES AND EXCHANGE COMMISSION**

**In the Matter of SLO 3 Holdings LLC (NY-9227)**

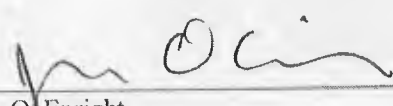
To: Michael J. Forster  
c/o Charles Goldberg, Esq.  
CLG Defense Group  
835 Fifth Avenue, Suite 200A  
San Diego, California 92101

- YOU MUST PRODUCE** everything specified in the Attachment to this subpoena to officers of the Securities and Exchange Commission at the following places by 5:00 p.m. on **March 4, 2015**:
- John O. Enright, Esq.; U.S. Securities and Exchange Commission; 200 Vesey St., Suite 400; New York, New York 10281-1022; and**
- ENF-CPU; U.S. Securities and Exchange Commission; 100 F St., N.E., Mailstop 5973; Washington, DC 20549-5973.**

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**FEDERAL LAW REQUIRES YOU TO COMPLY WITH THIS SUBPOENA.**  
Failure to comply may subject you to a fine and/or imprisonment.

By:

  
John O. Enright  
U.S. Securities and Exchange Commission  
200 Vesey Street, Suite 400  
New York, NY 10281

Date: February 18, 2015

I am an officer of the U.S. Securities and Exchange Commission authorized to issue subpoenas in this matter. The Securities and Exchange Commission has issued a formal order authorizing this investigation under Section 20(a) of the Securities Act of 1933 and Section 21(a) of the Securities Exchange Act of 1934.

**NOTICE TO WITNESS:** If you claim a witness fee or mileage, submit this subpoena with the claim voucher.

SUBPOENA ATTACHMENT FOR MICHAEL J. FORSTER

February 18, 2015

In the Matter of SLO 3 Holdings LLC (NY-9227)

A. Definitions

As used in this subpoena, the words and phrases listed below shall have the following meanings:

1. "Person" means a natural person, firm, association, organization, partnership, business, trust, corporation, bank or any other private or public entity.
2. A "Representative" of a Person means any present or former family members, officers, executives, partners, joint-venturers, directors, trustees, employees, consultants, accountants, attorneys, agents, or any other representative acting or purporting to act on behalf of the Person.
3. "Document" shall include, but is not limited to, any written, printed, or typed matter including, but not limited to all drafts and copies bearing notations or marks not found in the original, letters and correspondence, interoffice communications, slips, tickets, records, worksheets, financial records, accounting documents, bookkeeping documents, memoranda, reports, manuals, telephone logs, telegrams, facsimiles, messages of any type, telephone messages, voice mails, tape recordings, notices, instructions, minutes, summaries, notes of meetings, file folder markings, and any other organizational indicia, purchase orders, information recorded by photographic process, including microfilm and microfiche, computer printouts, spreadsheets, and other electronically stored information, including but not limited to writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations that are stored in any medium from which information can be retrieved, obtained, manipulated, or translated.
4. "Communication" means any correspondence, contact, discussion, e-mail, text message, instant message, Skype chat, or any other kind of oral or written exchange or transmission of information (in the form of facts, ideas, inquiries, or otherwise) and any response thereto between two or more Persons or entities, including, without limitation, all telephone conversations, face-to-face meetings or conversations, internal or external discussions, or exchanges of a Document or Documents.
5. "Concerning" means directly or indirectly, in whole or in part, describing, constituting, evidencing, recording, evaluating, substantiating, concerning, referring to, alluding to, in connection with, commenting on, relating to, regarding, discussing, showing, describing, analyzing or reflecting.

6. An "Agreement" means any actual or contemplated (i) written or oral Agreement; (ii) term or provision of such Agreement; or (iii) amendment of any nature or termination of such Agreement. A request for any Agreement among or between specified parties includes a request for all Documents Concerning (i) any actual or contemplated Agreement among or between such parties, whether or not such Agreement included any other Person; (ii) the drafting or negotiation of any such Agreement; (iii) any actual or contemplated demand, request or application for any such Agreement, and any response thereto; and (iv) any actual or contemplated objection or refusal to enter into any such Agreement, and any response thereto.
7. The terms "Reviewed" means examined, assessed, considered, analyzed or evaluated.
8. The term "you" and "your" means Michael J. Forster and any of your nominees or alter egos, including but not limited to SLO 3 Holdings LLC, Gidapis LLC, and OTC Media LLC.
9. To the extent necessary to bring within the scope of this subpoena any information or Documents that might otherwise be construed to be outside its scope:
  - a. the word "or" means "and/or";
  - b. the word "and" means "and/or";
  - c. the functional words "each," "every" "any" and "all" shall each be deemed to include each of the other functional words;
  - d. the masculine gender includes the female gender and the female gender includes the masculine gender; and
  - e. the singular includes the plural and the plural includes the singular.

**B. Instructions**

1. Unless otherwise specified, the subpoena calls for production of the original Documents and all copies and drafts of same. Documents responsive to this subpoena may be in electronic or paper form. Electronic Documents such as email should be produced in accordance with the attached Document entitled SEC Data Delivery Standards. All electronic Documents responsive to the Document subpoena, including all metadata, should also be produced in their native software format.
2. For Documents in paper format, you may send the originals, or, if you prefer, you may send copies of the originals. The Commission cannot reimburse you for the copying costs. If you are sending copies, the staff requests that you scan (rather than photocopy) hard copy Documents and produce them in an electronic format consistent with the SEC Data Delivery Standards. Alternatively, you may send us photocopies of the Documents in paper format. If you choose to send copies, you

must secure and retain the originals and store them in a safe place. The staff may later request or require that you produce the originals.

3. Whether you scan or photocopy Documents, the copies must be identical to the originals, including even faint marks or print. Also, please note that if copies of a Document differ in any way, they are considered separate Documents and you must send each one. For example, if you have two copies of the same letter, but only one of them has handwritten notes on it, you must send both the clean copy and the one with notes.
4. In producing a photocopy of an original Document that contains post-it(s), notation flag(s), or other removable markings or attachments which may conceal all or a portion of the markings contained in the original Document, photocopies of the original Document both with and without the relevant post-it(s), notation flag(s), or removable markings or attachments should be produced.
5. Documents should be produced as they are kept in the ordinary course of business or be organized and labeled to correspond with the categories in this request. In that regard, Documents should be produced in a unitized manner, *i.e.*, delineated with staples or paper clips to identify the Document boundaries.
6. Documents should be labeled with sequential numbering (bates-stamped).
7. You must produce all Documents created during, or Concerning, **the period January 1, 2013 to the present**, unless otherwise specified.
8. The scope of any given request should not be limited or narrowed based on the fact that it calls for Documents that are responsive to another request.
9. You are not required to produce exact duplicates of any Documents that have been previously produced to the Securities and Exchange Commission staff **in connection with this matter**. If you are not producing Documents based upon a prior production, please identify the responsive Documents that were previously produced.
10. This subpoena covers all Documents in or subject to your possession, custody or control, including all Documents that are not in your immediate possession but that you have the effective ability to obtain, that are responsive, in whole or in part, to any of the individual requests set forth below. If, for any reason – including a claim of attorney-client privilege – you do not produce something called for by the request, you should submit a list of what it is not producing. The list should describe each item separately, noting:
  - a. its author(s);
  - b. its date;
  - c. its subject matter;

- d. the name of the Person who has the item now, or the last Person known to have it;
- e. the names of everyone who ever had the item or a copy of it, and the names of everyone who was told the item's contents;
- f. the basis upon which you are not producing the responsive Document;
- g. the specific request in the subpoena to which the Document relates;
- h. the attorney(s) and the client(s) involved; and
- i. in the case of the work product doctrine, the litigation for which the Document was prepared in anticipation.

11. If Documents responsive to this subpoena no longer exist because they have been lost, discarded, or otherwise destroyed, you should identify such Documents and give the date on which they were lost, discarded or destroyed.

**C. Documents to be Produced**

1. All Documents Concerning, and all Communications with or Concerning, Harmon David Kavrell, including but not limited to the following:
  - a. All Agreements with or Concerning Mr. Kavrell;
  - b. All Documents and Communications Concerning payments, compensation, commissions, bonuses, cash, securities, gifts, entertainment, travel, or anything else of value you paid to Mr. Kavrell or any third party for his benefit, whether directly or indirectly;
  - c. All Documents and Communications Concerning payments, compensation, commissions, bonuses, cash, securities, gifts, entertainment, travel, or anything else of value Mr. Kavrell or any third party acting on his behalf paid to you or a third party for your benefit, whether directly or indirectly; and
  - d. All Documents and Communications Concerning the offer, sale, purchase, or promotion of any security.
2. All Documents Concerning, and all Communications with or Concerning, Monarch Bay Securities, LLC or any of its employees or agents other than Mr. Kavrell, including but not limited to Joseph Vigliarolo.
3. All Documents Concerning, and all Communications with or Concerning, COR Clearing LLC or any of its employees or agents, including but not limited to Steve Gribben or Gribben & Associates, Inc.
4. All Documents Concerning, and all Communications with or Concerning, Microcap Innovations LLC or any of its employees or agents, including but not limited to Laurie Mazzarella.
5. All Documents and Communications Concerning your promotion of any security, including but not limited to the following:

- a. All Agreements Concerning your promotion of any security;
  - b. All Documents and Communications Concerning any payments, compensation, commissions, bonuses, cash, securities, gifts, entertainment, travel, or anything else of value paid to you or any third party for your benefit, whether directly or indirectly, in connection with your promotion of any security; and
  - c. All Documents and Communications Concerning any payments, compensation, commissions, bonuses, cash, securities, gifts, entertainment, travel, or anything else of value you or a third party acting on your behalf paid to any third party, whether directly or indirectly, in connection with your promotion of any security.
6. All Documents and Communications Concerning your trading in any security you have promoted.
  7. Documents sufficient to identify all bank accounts, securities brokerage accounts, commodities accounts, currency or foreign exchange trading accounts, and all other accounts at any financial institution in the name of, under your control, or held for your benefit, including but not limited to onshore and offshore accounts and joint and individual accounts.



U.S. Department of Justice

*United States Attorney  
Northern District of Ohio*

United States Court House  
801 West Superior Avenue, Suite 400  
Cleveland, Ohio 44113-1852

September 18, 2014

*VIA OVERNIGHT DELIVERY*

Michael Forster  
3873 Sequoia Drive  
San Luis Obispo, CA 93401

Dear Mr. Forster:

This letter is to advise that you are the target of a federal investigation into allegations relative to violations of Title 18, United States Code, Sections 1349 (conspiracy to commit securities and wire fraud), among other federal violations.

Prior to presenting any evidence to a federal grand jury in the Northern District of Ohio for possible indictment, I wish to afford you the opportunity to present any documentation or information you wish us to consider. If you wish to explore a resolution of this matter before charges are filed, I suggest you retain a criminal defense attorney and have your attorney contact me no later than **September 25, 2014**. If you believe you cannot afford an attorney, you may contact the Federal Public Defender's Office in Cleveland, Ohio, at (216) 522-4856.

If I have not heard from you or your attorney by **September 25, 2014**, I will assume that you do not wish to make any statements, or present any documentation at this time. I will then proceed accordingly. If you have any questions about this letter or the procedure involved, please contact me at the number below.

Regards,

Christos N. Georgalis  
Assistant U.S. Attorney  
(216) 622-3971

EXHIBIT B