

TRAVIS J. ILES  
SECURITIES COMMISSIONER



CRISTI RAMÓN OCHOA  
DEPUTY SECURITIES COMMISSIONER

Mail: P.O. BOX 13167  
AUSTIN, TEXAS 78711-3167

Phone: (512) 305-8300  
Facsimile: (512) 305-8310

## *Texas State Securities Board*

208 E. 10th Street, 5th Floor  
Austin, Texas 78701-2407  
www.ssb.texas.gov

E. WALLY KINNEY  
CHAIR

ROBERT BELT  
MEMBER

MELISSA TYROCH  
MEMBER

EJIKE E. OKPA II  
MEMBER

DAVID B. MONTGOMERY  
MEMBER

IN THE MATTER OF  
ALAN SHIELD, JR.

§  
§

**Order No. ENF-25-CDO-1892**

### **Alan Shield, Jr.**

Service by certified mail, return receipt requested, addressed to his attorney, Shane M. Brooks, at 2813 Rio Grande St., Austin, TX 78705, and service by electronic mail addressed to his attorney at [brooks@lawyer.com](mailto:brooks@lawyer.com).

### **AGREED CEASE AND DESIST ORDER**

Be it remembered that Alan Shield, Jr. ("Respondent") appeared before the Securities Commissioner of Texas and consented to the entry of this Agreed Cease and Desist Order and the Findings of Fact, Conclusions of Law, Undertaking, and Order contained herein.

### **FINDINGS OF FACT**

1. Respondent waived (a) his right to notice and hearing in this matter, (b) his right to appear and present evidence in this matter, (c) his right to appeal this order, and (d) all other procedural rights granted by The Securities Act, Tex. Gov't Code Ann. §§ 4001.001-4008.105 ("The Securities Act"), and the Administrative Procedure Act, Tex. Gov't Code Ann. §§ 2001.001-2001.903 ("the Administrative Procedure Act").
2. Respondent is being served by certified mail, return receipt requested, addressed to his attorney Shane M. Brooks, at 2813 Rio Grande St., Austin, TX 78705, and service by electronic mail addressed to his attorney at [brooks@lawyer.com](mailto:brooks@lawyer.com).
3. From July 2016 through May 2017, Respondent offered and sold the following investments in real estate development projects constituting securities ("real estate investments"), in the form of promissory notes, investment contracts, and evidences of indebtedness, to four Texas residents totaling \$930,086.00:

- a. On or about July 21, 2016, Respondent offered for sale and sold a \$50,000.00 real estate investment in a real estate development project ("Project 1") to a Texas resident promising return of principal plus 15% interest, promising investor funds would be used to develop and improve the subject property for Project 1, and promising the investment was secured by a lien on the property to be developed;
- b. On or about August 15, 2016, Respondent offered for sale and sold a \$20,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus a share of any profits and promising investor funds would be used to develop and improve the subject property for Project 2;
- c. On or about September 12, 2016, Respondent offered for sale and sold a \$50,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus 14% interest and promising investor funds would be used to develop and improve the subject property for Project 2;
- d. On or about September 13, 2016, Respondent offered for sale and sold a \$100,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus 14% interest and promising investor funds would be used to develop and improve the subject property for Project 2;
- e. On or about October 7, 2016, Respondent offered for sale and sold a \$100,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus 14% interest and promising investor funds would be used to develop and improve the subject property for Project 2;
- f. On or about October 12, 2016, Respondent offered for sale and sold a \$53,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus 14% interest and promising investor funds would be used to develop and improve the subject property for Project 2;
- g. On or about December 6, 2016, Respondent offered for sale and sold a \$70,000.00 real estate investment in a real estate development project ("Project 2") to a Texas resident promising to return the principal plus 14% interest and promising investor funds would be used to develop and improve the subject property for Project 2;

- h. On or about March 10, 2017, Respondent offered for sale and sold a \$157,086.00 real estate investment in a real estate development project ("Project 3") to a Texas resident promising to return the principal plus 18% interest and promising investor funds would be used to develop and improve the subject property for Project 3;
  - i. On or about April 25, 2017, Respondent offered for sale and sold a \$50,000.00 real estate investment in a real estate development project ("Project 4") to a Texas resident promising to return the principal plus 20% interest and promising investor funds would be used to develop and improve the subject property for Project 4; and
  - j. On or about May 20, 2017, Respondent offered for sale and sold a \$280,000.00 real estate investment in a real estate development project ("Project 5") to a Texas resident promising to return the principal plus 15% interest and promising investor funds would be used to develop and improve the subject property for Project 5.
4. Respondent knew at the time he offered and sold the July 21, 2016 real estate investment in Project 1 Respondent did not own the property that was the subject of the lien purportedly securing the Project 1 real estate investment and neither did any entity which Respondent controlled.
5. Respondent did not acquire the property that was the subject of Project 1 nor did any entity which Respondent controlled.
6. Respondent used investor funds designated for Project 1 on expenses unrelated to Project 1 including personal expenses of Respondent.
7. Project 2, Project 3, and Project 5 failed and ended in foreclosure.
8. Respondent and entities controlled by Respondent did not pay back purchasers of the real estate investments as promised.

#### REGISTRATION

9. The real estate investments have not been registered by qualification, notification, or coordination at any time material hereto, and no permit has been granted for their sale in Texas.

#### FRAUD

10. In connection with the offer and sale of the real estate investments, Respondent intentionally and knowingly misrepresented the following relevant facts:

- a. The Project 1 real estate investment was secured by a lien on specific real property; and
  - b. Investors' funds would be used for the purpose of improving and developing particular real property.
11. In connection with the offer and sale of the real estate investments, Respondent intentionally failed to disclose the following material facts:
  - a. Respondent and entities controlled by Respondent did not own the real property purportedly securing the Project 1 real estate investment;
  - b. Respondent falsely promised a previous investor their investment would be secured by a lien on particular real property;
  - c. Respondent used investors' funds for purposes other than developing and improving particular real property that was the subject of the real estate investment; and
  - d. Respondent and entities he controlled failed to perform as promised in connection with similar investments sold to prior investors.
12. Respondent engaged in fraud in connection with the offer for sale and sale of securities.

### **CONCLUSIONS OF LAW**

1. The real estate investments are securities as the term is defined by Section 4001.068 of The Securities Act.
2. Respondent violated Section 4003.001 of The Securities Act by offering securities for sale in Texas at a time when the securities were not registered with the Securities Commissioner or permitted for sale in Texas.
3. Respondent violated Section 4004.101 of The Securities Act by offering securities for sale and selling securities in Texas without being registered pursuant to the provisions of section 4004.101 of The Securities Act.
4. Respondent violated Section 4007.203 of The Securities Act by engaging in fraud in connection with the offer for sale and sale of securities.
5. The foregoing Conclusions of Law constitute a basis for entering this Agreed Cease and Desist Order pursuant to Section 4007.101 of The Securities Act.

## **UNDERTAKING**

1. Respondent undertakes and agrees not to offer or sell securities in Texas until or unless Respondent complies with all provisions of The Securities Act.
2. Respondent undertakes and agrees any person acting as an agent in Texas on behalf of Respondent will comply with all provisions of The Securities Act.

## **ORDER**

1. It is therefore ORDERED that Respondent CEASE AND DESIST from offering for sale any security in Texas until the security is registered with the Securities Commissioner or is offered for sale pursuant to an exemption from registration under The Securities Act.
2. It is further ORDERED that Respondent CEASE AND DESIST from acting as a securities dealer or agent of a securities dealer in Texas until Respondent is registered with the Securities Commissioner or is acting pursuant to an exemption from registration under The Securities Act.
3. It is further ORDERED that Respondent CEASE AND DESIST from engaging in any fraud in connection with the offer for sale or sale of any security in Texas.

SIGNED AND ENTERED by the Securities Commissioner this 5th day of September, 2025.



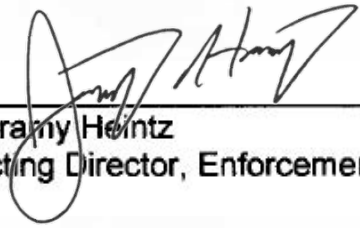
---

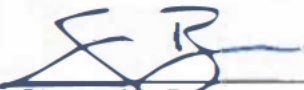
TRAVIS J. ILES  
Securities Commissioner

Respondent:

By:   
Alan Shield, Jr., Individually

Approved as to form:

By:   
Jeremy Heintz  
Acting Director, Enforcement Division

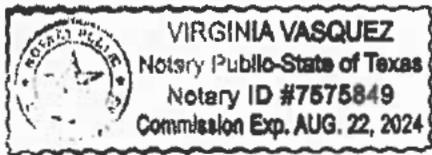
By:   
Shane M. Brooks  
Attorney for Respondent

By:   
Greta L. Cantwell  
Enforcement Attorney, Enforcement Division

ACKNOWLEDGEMENT

On the 25th day of June, 2024, Alan Shield, Jr. ("Respondent") personally appeared before me, executed the foregoing Agreed Cease and Desist Order, and acknowledged that:

1. Respondent has read the foregoing Agreed Cease and Desist Order;
2. Respondent has been fully advised of Respondent's rights under The Securities Act and the Administrative Procedure Act;
3. Respondent knowingly and voluntarily consents to the entry of the foregoing Agreed Cease and Desist Order, including the Findings of Fact, Conclusions of Law, Undertaking, and Order contained therein; and
4. Respondent, by consenting to the entry of the foregoing Agreed Cease and Desist Order, has knowingly and voluntarily waived Respondent's rights as set forth therein.



Virginia Vasquez  
Notary Public in and for the State of Texas

My commision expires on 8/22/24