

1 **STATE OF WASHINGTON**
2 **DEPARTMENT OF FINANCIAL INSTITUTIONS**
3 **SECURITIES DIVISION**

4 IN THE MATTER OF DETERMINING) Order No.: S-14-1473-15-CO01
5 Whether there has been a violation of the)
6 Securities Act of Washington by:)
7) CONSENT ORDER
8 Minerva Organics, LLC; Thrive Everywhere, Inc.;)
9 Monika Kinsman; and Achille Bigliardi III,)
10)
11 Respondents.

12 **THE STATE OF WASHINGTON TO:** **Minerva Organics, LLC;**
13 **Thrive Everywhere, Inc.;**
14 **Monika Kinsman; and**
15 **Achille Bigliardi III**

16 **INTRODUCTION**

17 Pursuant to the Securities Act of Washington, chapter 21.20 RCW, the Securities Division of the Department
18 of Financial Institutions (Securities Division) and Respondents Minerva Organics, LLC; Thrive Everywhere, Inc.;
19 Monika Kinsman; and Achille Bigliardi III enter into this Consent Order to settle the matters set forth below.

20 Respondents Minerva Organics, LLC; Thrive Everywhere, Inc.; Monika Kinsman; and Achille Bigliardi III
21 neither admit nor deny the Findings of Fact or Conclusions of Law as stated below.

22 **FINDINGS OF FACT**

23 Respondents

- 24 1. Minerva Organics, LLC (Minerva Organics) was a Washington limited liability company (LLC) formed on
25 January 1, 2007, for the purpose of operating an organic, plant-based restaurant under the name Thrive Café. Thrive
Café is located in Seattle, Washington. Minerva Organics was the non-surviving member of a merger with Thrive
Everywhere, Inc. that occurred on April 1, 2013.
2. Thrive Everywhere, Inc. (Thrive Everywhere) is a Washington corporation formed on February 21, 2013, for
the purpose of operating Thrive Café and conducting related business activities.
3. Monika Kinsman, a Washington resident, was principal of Minerva Organics and is principal of Thrive
Everywhere.
4. Achille Bigliardi III, currently a California resident, served in a management capacity for Thrive Everywhere
from November 7, 2012 through July 30, 2015. Bigliardi was a Washington resident at the time he served in a
management capacity for Thrive Everywhere.

Nature of the Offerings

5. Kinsman opened Thrive Café in December 2008. In addition to operating as a restaurant, Thrive Café hosted classes on raw food preparation, contained an on-premises goods store, and offered catering services. To fund these operations, from 2008 through 2012, Minerva Organics and Kinsman solicited investments in the form of LLC membership interests and promissory notes.

Minerva Organics' Offer and Sale of LLC Membership Interests

6. In 2008, to fund the café's build-out and initial operations, Minerva Organics and Kinsman raised at least \$122,800 through the sale of LLC membership interests (Minerva LLC Interests), at prices between \$1.00 and \$1.15 per unit. Kinsman sold these Minerva LLC Interests to at least eight investors, five of whom were Washington residents. To sell Minerva LLC Interests, Kinsman solicited investments from her business partner, friends, friends of friends, and relatives. Kinsman did not limit the investment opportunity to accredited investors or to those with whom she had a prior business relationship. She was unaware of how many accredited or unaccredited investors invested in Minerva LLC Interests.

7. In connection with the offer and sale of Minerva LLC Interests, Kinsman provided prospective investors with Minerva Organics' business plan in which Kinsman made future profit and cash flow projections. In an early version of her business plan, Kinsman provided a profit-and-loss statement and balance sheet, projecting Minerva Organics would achieve the following net profits and net worth:

Minerva Organics' Year of Operations	Projected Net Profits	Projected Net Worth
First Year	\$59,245	\$33,666
Second Year	\$99,221	\$102,887
Third Year	\$123,239	\$156,215

8. Although Kinsman represented that she based her projections on "averages for similar-sized businesses selling organic goods" neither Minerva Organics nor Kinsman provided the bases or specific assumptions underlying the financial projections.

9. In connection with the offer and sale of Minerva LLC Interests, neither Minerva Organics nor Kinsman disclosed material information regarding the Minerva Organics' capitalization, including the number of interests to be offered or outstanding, and the identity of any majority interest holders. Accordingly, neither Minerva Organics nor Kinsman made investors aware of the potential dilutive effects to their interests, or whether any investors or management retained substantial voting control over the operations of the business.

10. Furthermore, neither Minerva Organics nor Kinsman disclosed specific risks associated with investing in Minerva Organics. Among other omissions, Minerva Organics and Kinsman failed to disclose the risks of investing in

1 a company with a limited operating history and whose principal lacked experience in owning or operating any business
2 or restaurant.

3 *Minerva Organics' Offer and Sale of Promissory Notes*

4 11. Between 2008 and 2012, Minerva Organics and Kinsman sought additional capital for Thrive Café, and to
5 expand the business. To fund this expansion, Minerva Organics and Kinsman raised at least \$161,700 through the sale
6 of unsecured promissory notes (Minerva Promissory Notes) to at least eight Washington investors. In these Minerva
7 Promissory Notes, Minerva Organics promised investors interest rates that ranged between 3 and 12 percent and
8 maturity dates that ranged between 12 and 80 months. Minerva Organics and Kinsman failed to disclose to Minerva
9 Promissory Note investors the interest rates and terms offered to other Minerva Promissory Note investors and the fact
10 that some investors received more favorable terms for their investment. Minerva Organics and Kinsman failed to
11 disclose the criteria used for determining the terms of the investments. Minerva Organics and Kinsman similarly failed
12 to disclose to investors whether the determination of covenants was fairly based on objective criteria, or was
13 determined on a case-by-case basis.

14 12. In addition to varying interest rates and maturity dates, Minerva Organics provided covenants that varied per
15 investor. While Minerva Organics promised earlier Minerva Promissory Note investors that it would not make
16 distributions to Minerva LLC Interest holders until it paid the debt in full, Minerva Organics promised later Minerva
17 Promissory Note investors they would receive, in the future, the opportunity to convert their debt to Minerva LLC
18 Interests (Minerva Convertible Notes). To at least two Minerva Promissory Note investors, Minerva Organics did not
19 provide either covenant. Neither Minerva Organics nor Kinsman disclosed the fact that other Minerva Promissory
20 Note investors received different covenants relating to distributions and conversion opportunities, and that if Minerva
21 Convertible Note investors chose to convert, their interests in Minerva Organics would be restricted by the older
22 covenants related to payment of distributions. Minerva Organics and Kinsman similarly failed to disclose to investors
23 whether the determination of covenants was fairly based on objective criteria, or was determined on a case-by-case
24 basis.

25 13. To sell Minerva Promissory Notes, Kinsman solicited investments from friends, friends of friends, family, and
Thrive Café customers, volunteers and employees. Kinsman also advertised the investment opportunity on Thrive
Café's website, referring to it as a "loan program."

14. Kinsman also distributed the business plan, containing the same profit and net worth projections made to
Minerva LLC Interest investors, to early Minerva Promissory Note investors. Neither Minerva Organics nor Kinsman
provided the bases or specific assumptions underlying the financial projections.

15. Both Minerva Organics and Kinsman failed to disclose to prospective investors material information
addressing Minerva Organics' ability to service unsecured debt securities, including current and future sources of
funds for repayment, historical use of debt and historical ability to service debt, and the seniority of Minerva

1 Promissory Notes offered to any other outstanding or future debt incurred by Minerva Organics. Both Minerva
2 Organics and Kinsman failed to highlight the risk of the possibility Minerva Organics would not have sufficient
3 earnings to repay its debt obligations to Minerva Promissory Note investors, or that unsecured general debt obligations
4 meant investors must rely solely on Minerva Organics' financial condition for repayment.

5 16. Kinsman also later solicited Minerva Promissory Note investments by e-mailing prospective investors. In
6 e-mails to some prospective investors, she disclosed that Minerva Organics struggled with cash flow issues and was
7 looking to pay off \$50,000 credit card debt, \$50,000 accounts payable debt, and \$25,000 of "old loans." Both Minerva
8 Organics and Kinsman failed to clarify whether "old loans" meant earlier Minerva Promissory Note investments, and
9 also failed to disclose the risk Minerva Organics may similarly be unable to service any further debt issued.

10 17. In the Minerva Convertible Note Agreements, Minerva Organics and Kinsman represented to investors that
11 Minerva Organics would issue more Minerva LLC Interests once it worked with the Securities Division. At that point,
12 promissory note holders could elect to convert their promissory notes to Minerva LLC Interests. Neither Minerva
13 Organics nor Monika Kinsman disclosed any risks associated with converting debt interests to equity interests,
14 including the loss of contractually-promised payments and the subordination of interest to current debt holders, some
15 of whom had received covenants that no dividends would be paid until their debt was paid in full. Neither Minerva
16 Organics nor Kinsman ultimately corresponded or filed notice of any securities offering by Minerva Organics with the
17 Securities Division.

18 18. Although Minerva Promissory Note investors invested in Minerva Organics, in 2010, Kinsman applied funds
19 from two Minerva Promissory Note investors into a separate LLC. Kinsman conducted a retreat center business under
20 this separate LLC. The business ultimately failed and the LLC was dissolved in 2011.

21 *Minerva Organics' Merger Into Thrive Everywhere*

22 19. After raising capital through the sale of Minerva LLC Interests and Minerva Promissory Notes, Kinsman
23 sought additional capital to operate Thrive Café and to expand related operations. In 2013, upon the advice of former
24 counsel, Kinsman created Thrive Everywhere to streamline capital raising. Minerva Organics would merge into
25 Thrive Everywhere, and Kinsman would continue operations and raise capital through Thrive Everywhere.

26 20. In anticipation of Thrive Everywhere's creation, Kinsman entered into a "Memorandum of Understanding"
27 (MOU) with Bigliardi in 2012. Pursuant to the MOU, Kinsman appointed Bigliardi to Thrive Everywhere's Executive
28 Management Team, and vested him with responsibility over financial matters of Thrive Everywhere, including capital
29 raising matters.

30 *Kinsman's Repurchase of Minerva LLC Interests Using Promissory Notes*

31 21. To facilitate the ease of the anticipated merger, in 2012, Kinsman solicited Minerva LLC Interest investors
32 through e-mail to repurchase their investments. To finance this repurchase, Kinsman offered no-interest promissory
33 notes (Repurchase Notes), the payment of which depended on her income. If Kinsman earned a certain level of
34

1 income in any 30-day period, she would pay specified amounts to the Repurchase Note holders. There was no term
2 length stated on the Repurchase Notes and Kinsman provided a personal, irrevocable guarantee to pay the Repurchase
3 Note holder until the debt was repaid in full. Two investors accepted Kinsman's offer and tendered their Minerva LLC
4 Interests in exchange for Repurchase Notes.

5 22. Kinsman issued two Repurchase Notes, signed the same day, which promised different contingent income
6 levels and repayment amounts. In one Repurchase Note, for the repurchase of 7,500 Minerva LLC Interests, Kinsman
7 pledged that if she earned an income of at least \$2,500 in a 30-day period, then she would send 12.5% of that income
8 toward payment of the Repurchase Note. In second Repurchase Note, for the repurchase 8,695 Minerva LLC Interests,
9 Kinsman pledged that if she earned an income of at least \$1,500 in a 30-day period, then she would send \$250 toward
10 repayment of the Repurchase Note. For both Repurchase Notes, if Kinsman did not earn minimum amount specified,
11 she was not obligated to make any payment during that period.

12 23. In connection with the offer and sale of Repurchase Notes, Kinsman failed to provide disclosure materials.
13 Accordingly, neither Minerva Organics nor Kinsman disclosed material information in connection with Kinsman's
14 ability to service debt, including a statement of Kinsman's personal financial condition, sources of current and future
15 income, and existence of current debt. Among other omissions, Kinsman failed to disclose that Minerva Organics was
16 failing to meet its current debt obligations. As Kinsman's income was drawn from Minerva Organics' funds, the
17 financial condition of the business was material to her ability to service personal debt.

18 24. In connection with the offer and sale of Repurchase Notes, Kinsman failed to disclose the fact that she issued
19 Repurchase Notes with different repayment covenants. Kinsman similarly failed to disclose to investors whether the
20 determination of covenants was fairly based on objective criteria, or was determined on a case-by-case basis.

21 *Execution of the Merger between Minerva Organics and Thrive Everywhere*

22 25. To the remaining investors, Minerva Organics and Kinsman sent notice of the merger, which disclosed the
23 merger would convert remaining Minerva LLC Interests and Minerva Promissory Notes to common stock of Thrive
24 Everywhere (Thrive Common Stock). Kinsman later held meetings with investors to explain the merger process.

25 26. For the Minerva Promissory Note holders who wished to continue their investment as Thrive Common Stock
investors, Kinsman required them to sign a Debt Holder Subscription Agreement by which their Minerva Promissory
Note debt would convert to Minerva LLC Interests. For every dollar of debt, Minerva Organics would issue the
investor one unit of Minerva LLC Interests. Upon execution of the merger, Minerva LLC Interests would then
automatically convert to Thrive Common Stock. There were two Minerva Promissory Note investors that opted to
remain debt holders and not convert Thrive Common Stock. Their Minerva Promissory Note debt remains
outstanding.

27. In connection with the debt conversion opportunity, although Minerva Organics and Kinsman provided limited
disclosure of the risks related to the business of Minerva Organics and Thrive Everywhere, they failed to disclose

1 material information regarding the debt conversion. In particular, Minerva Organics and Kinsman failed to disclose
2 the risk posed to these investors, including the loss of contractually-promised payments and the subordination of
3 interest to remaining debt holders.

4 28. Upon execution of the merger, Thrive Everywhere granted those investors with outstanding or newly-
5 converted Minerva LLC Interests equal and identical shares of Thrive Common Stock.

6 *Thrive Everywhere's Offer and Sale of Common Stock and Promissory Notes*

7 29. After the merger, to expand Thrive Café's operations, Kinsman and Bigliardi raised \$395,000 through the sale
8 of Thrive Common Stock and promissory notes (Thrive Promissory Notes).

9 30. Specifically, in 2013, Thrive Everywhere, Kinsman and Bigliardi raised \$160,000 through the sale of Thrive
10 Common Stock to at least two Washington residents, one of whom was an unaccredited investor. Each investor
11 purchased Thrive Common Stock at \$1.00 per share. In connection with these sales, Thrive Everywhere, through
12 former counsel, filed a Form D Notice of Exempt Offering of Securities with the Securities Division, 17 days after its
13 first sale of Thrive Common Stock.

14 31. After the Securities Division notified Thrive Everywhere that its Form D Notice of Exempt Offering of
15 Securities was untimely filed, Kinsman and Bigliardi also raised \$235,000 through the sale of three Thrive Promissory
16 Notes to two investors, one of whom resides in Washington. Thrive Everywhere did not make any filing in connection
17 with the sale of Thrive Promissory Notes. Bigliardi also continued to solicit investment commitments in Thrive
18 Common Stock.

19 32. Thrive Everywhere initially issued at least two Thrive Promissory Notes with 36-month terms, and interest
20 rates of 3.25% plus 5 points, to be adjusted annually. In these Thrive Promissory Notes, Thrive Everywhere provided
21 options to convert to Thrive Common Stock if the Securities Division "approved" the offering by December 2013.
22 Thrive Everywhere modified these Thrive Promissory Notes in 2014 to modify payment terms, to provide 36-month
23 amortization at interest rates of 3.25% plus 8.75 points, adjusted annually, and to remove the conversion option.

24 33. To find prospective Thrive Common Stock investors, before and after the merger, Kinsman and Bigliardi
25 solicited friends, family, customers and volunteers of Thrive Café, Minerva Organics investors, and any individual
with whom Kinsman could find any reference to talking about investing in the past. Among those Kinsman and
Bigliardi solicited were individuals who had reached out to Kinsman regarding her Facebook posts about investment
opportunities in Thrive Café and had limited subsequent e-mail contact with Kinsman, and individuals who had been
Thrive Café customers no more than three times. Kinsman and Bigliardi lacked knowledge regarding each offeree's
financial condition, and lacked familiarity with each offeree's knowledge or experience in financial or business
matters.

34. To find the prospective Thrive Common Stock investors, Kinsman and Bigliardi employed several methods of
solicitation. Kinsman and Bigliardi solicited prospective investors through hosting community events, conducting

1 investor presentations, sending e-mails, and posting information about investment opportunities at Thrive Café. Pre-
2 merger, Kinsman hosted a “gala” event in which she made announcements to attendees that she was seeking funding to
3 expand, and would be hosting investor presentations the following week at her mother’s home. Kinsman invited
4 people she knew and customers of Thrive, who were all invited to bring guests, to attend the gala. Kinsman also
5 handed out “Executive Summaries” relating to the Thrive Common Stock Offering. Kinsman made at least 50 seats
6 available for the gala.

7 35. Post-merger, Kinsman and Bigliardi also hosted investor presentations at Bigliardi’s home. In e-mails inviting
8 prospective investors, Kinsman and Bigliardi discussed Thrive Cafe’s financial condition, their goals for Thrive
9 Everywhere, and the basic terms of the Thrive Common Stock offering. Kinsman and Bigliardi also invited
10 prospective investors to contact them if they knew of anyone interested in investing.

11 36. Kinsman and Bigliardi also posted notice of the Thrive Common Stock offering at Thrive Café. One Thrive
12 Common Stock investor read about the investment opportunity on a sign-in sheet next to a list of volunteers. Prior to
13 investing, her only prior relationship with Kinsman and Thrive Everywhere was as a customer of Thrive Café.

14 37. In connection with the Thrive Common Stock offering, Thrive Everywhere, Kinsman and Bigliardi projected
15 that the company would achieve the following profits: \$36,000 in 2013; \$326,000 in 2014; and \$820,000 in 2015.
16 Thrive Everywhere, Kinsman and Bigliardi further projected that Thrive Everywhere’s market valuation in early 2016
17 could “conservatively” be estimated at \$5,400,000. Although the Thrive Common Stock subscription agreement
18 required an investor to acknowledge the projections may be unreliable, none of the parties provided any basis or
19 assumptions underlying the numbers used to arrive at the financial projections.

20 38. Thrive Everywhere, Kinsman and Bigliardi also represented that in 2017, Thrive Everywhere’s “exit strategy”
21 was to expand through franchising, and that Thrive Everywhere would be an “extremely attractive candidate” for
22 acquisition by a restaurant chain. Thrive Everywhere, Kinsman and Bigliardi failed to provide the basis or
23 assumptions underlying these claims. Furthermore, Thrive Everywhere, Kinsman and Bigliardi failed to disclose the
24 risks associated with franchising, including legal and regulatory expenses, potential franchise system liabilities, and
25 other financial and operational risks to Thrive Everywhere.

39. Moreover, although Thrive Everywhere, Kinsman and Bigliardi disclosed the “financial impact” of the failed
retreat center as one continuing liability and staff layoffs, Thrive Everywhere, Kinsman and Bigliardi failed to
highlight the risk that the success of Thrive Everywhere’s current expansion plans would depend on its management to
succeed where it had failed in the past.

40. In e-mails to prospective investors, Bigliardi represented that Thrive Everywhere had raised \$540,000 in
Thrive Common Stock in less than 2 months, and that the Thrive Common Stock offering would be “fully subscribed”
in the next two weeks. In doing so, Bigliardi failed to clarify that investors had made additional verbal commitments
to invest but that only \$160,000 in Thrive Common Stock had actually been sold to and paid for by investors.

1 41. In connection with the sale of Thrive Common Stock and Thrive Promissory Notes, Thrive Everywhere,
2 Kinsman and Bigliardi failed to disclose material information regarding Thrive Everywhere's financial condition. In
3 particular, they failed to highlight the risks that Thrive Café and related operations had suffered cash flow problems,
4 and had a historical inability to regularly service debt.

42. Kinsman continues to operate Thrive Café and conduct related operations through Thrive Everywhere.

Registration Status

5 43. Minerva Organic is not currently registered to sell securities in Washington and has not previously been
6 registered to do so.

7 44. Thrive Everywhere is not currently registered to sell securities in Washington and has not previously been
8 registered to do so.

9 45. Kinsman is not currently registered to sell securities in Washington and has not previously been registered to
10 do so.

11 46. Kinsman and Bigliardi are not currently registered as securities salespersons in Washington and have not
12 previously been registered to do so.

Failure to Comply with WAC 460-44A-504

13 47. Thrive Everywhere claimed an exemption from registration for its offering of Thrive Common Stock under
14 WAC 460-44A-504. Thrive Everywhere filed the Form D Notice of Exempt Offering of Securities with the Director
15 on May 17, 2013.

16 48. WAC 460-44A-504 requires issuers to file the Form D Notice of Exempt Offering of Securities with the
17 Director at least ten days prior to the receipt of consideration or delivery of a signed subscription agreement by a
18 Washington resident.

19 49. In its Form D Notice of Exempt Offering of Securities filed with the Director on May 17, 2013, Thrive
20 Everywhere indicated that the date of the first sale of securities made in reliance upon Regulation D, Rule 504
21 occurred on April 30, 2013.

22 50. WAC 460-44A-504 requires that offers and sales made in reliance on this exemption satisfy all terms and
23 conditions set forth in WAC 460-44A-502. WAC 460-44A-502 in part provides that neither the issuer, nor any person
24 acting on its behalf, offer or sell the subject securities by any form of general solicitation or general advertising.

25 51. As described above, in connection with the Thrive Common Stock offering, Thrive Everywhere, Kinsman and
Bigliardi engaged in general solicitation by offering to individuals with whom they lacked a pre-existing substantive
relationship.

CONCLUSIONS OF LAW

1. The offer and sale of Minerva LLC Interests and Minerva Promissory Notes as described above constitute the offer and sale of a security as defined in RCW 21.20.005(14) and (17).

2. The offer and sale of Repurchase Notes as described above constitute the offer and sale of a security as defined in RCW 21.20.005(14) and (17).

3. The offer and sale of Thrive Common Stock and Thrive Promissory Notes as described above constitute the offer and sale of a security as defined in RCW 21.20.005(14) and (17).

4. Respondents Minerva Organics, Thrive Everywhere, Monika Kinsman, and Achille Bigliardi III have each violated RCW 21.20.140, because, as set forth in the Findings of Fact, Respondents offered and/or sold securities for which no registration is on file with the Securities Administrator.

5. Respondents Monika Kinsman and Achille Bigliardi III have violated RCW 21.20.040 by offering and selling securities while not registered as a securities salesperson in Washington.

6. Respondents Minerva Organics, Thrive Everywhere, Monika Kinsman, and Achille Bigliardi III have each violated RCW 21.20.010, because, as set forth in the Findings of Fact, Respondents made untrue statements of material fact or omitted to state material facts necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

CONSENT ORDER

Based upon the foregoing and finding it in the public interest:

IT IS AGREED AND ORDERED that Respondents Minerva Organics, Thrive Everywhere, Monika Kinsman, and Achille Bigliardi III shall each cease and desist from violating RCW 21.20.140, the securities registration section of the Securities Act of Washington.

IT IS AGREED AND ORDERED that Respondents Monika Kinsman and Achille Bigliardi III shall cease and desist from violating RCW 21.20.040, the section of the Securities Act of Washington requiring registration of securities salespersons and broker-dealers.

IT IS FURTHER AGREED AND ORDERED that Respondents Minerva Organics, Thrive Everywhere, Monika Kinsman, and Achille Bigliardi III shall cease and desist from violating RCW 21.20.010, the anti-fraud section of the Securities Act of Washington.

IT IS FURTHER AGREED AND ORDERED that prior to the entry of this Consent Order, Respondents Minerva Organics, Thrive Everywhere, and Monika Kinsman shall be jointly and severally liable for and shall pay the Securities Division of the Department of Financial Institutions the costs and other expenses incurred in this investigation of this matter in the amount of \$1,500.

1 IT IS FURTHER AGREED AND ORDERED that prior to the entry of this Consent Order, Respondent
2 Achille Bigliardi III shall be liable for and shall pay the Securities Division of the Department of Financial Institutions
3 the costs and other expenses incurred in this investigation of this matter in the amount of \$500.

4 IT IS FURTHER AGREED AND ORDERED that prior to the entry of this Consent Order, Respondents
5 Minerva Organics, Thrive Everywhere, and Monika Kinsman shall be jointly and severally liable for and shall pay the
6 Securities Division of the Department of Financial Institutions a fine in the amount of \$2,500.

7 IT IS FURTHER AGREED AND ORDERED that prior to the entry of this Consent Order, Respondent
8 Achille Bigliardi III shall be liable for and shall pay the Securities Division of the Department of Financial Institutions
9 a fine in the amount of \$500.

10 IT IS FURTHER AGREED that the Securities Division of the Department of Financial Institutions has
11 jurisdiction to enter this Consent Order.

12 IT IS FURTHER AGREED that Respondents Minerva Organics, Thrive Everywhere, Monika Kinsman, and
13 Achille Bigliardi III entered into this Consent Order freely and voluntarily and with a full understanding of its terms
14 and significance.

15 IT IS FURTHER AGREED that in consideration of the foregoing, Respondents Minerva Organics, Thrive
16 Everywhere, Monika Kinsman, and Achille Bigliardi III each waives his, her, and its right to a hearing and to judicial
17 review of this matter pursuant to RCW 21.20.440 and Chapter 34.05 RCW.

18 WILLFUL VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE.

19 Signed this 8th day of December 2015.

20 Signed by:

21 Thrive Everywhere, Inc.

22 /s/
23 _____
24 Monika Kinsman, as the principal of Thrive Everywhere, Inc.

25 Signed by:

Monika Kinsman

/s/

Monika Kinsman, Individually

Signed by:

Achille Bigliardi, III

/s/
Achille Bigliardi, III, Individually

Approved as to form by:

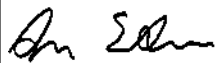
/s/
John L. Bley, WSBA #15230
Attorney for Respondents

SIGNED and ENTERED this 14th day of December 2015.



William M. Beatty
Securities Administrator

Approved by:



Suzanne Sarason
Chief of Enforcement

Presented by:



Michelle Webster
Financial Legal Examiner

Presented by:



Eric Palosaari
Financial Legal Examiner

Reviewed by:



Jack McClellan
Financial Legal Examiner Supervisor