

STATE OF ILLINOIS
SECRETARY OF STATE
SECURITIES DEPARTMENT

IN THE MATTER OF: LUCHER HOLLOWAY,
also known as LUCHER C. HOLLOWAY
and LUCHER HOLLOWAY, JR., individually,
and doing business as
IT'S CLEAN U.S.A., LLC, also known as
IT'SCLEANUSA LIMITED; and LCH Trading Corporation.

File No. 0800575

ORDER OF PROHIBITION

TO RESPONDENT:

Lucher Holloway
CRD# 11027813
1300 N. Cleveland
Chicago, IL 60610

Lucher Holloway
c/o Rebecca Stinson
18453 Stonecreek Drive
Hazel Crest, IL

Lucher Holloway
It's Clean USA, Pretty and Protected
230 W. Monroe - Suite 300E
Chicago, IL 60606

It's Clean USA, Pretty and Protected
230 W. Monroe - Suite 300E
Chicago, IL 60606

Luker H.
Specialist
Cheaters Rx
2637 E. Atlantic Blvd. – Suite 16495
Pompano Beach, Florida 33062

Lucher Holloway
7111 S. Shore Drive - Apt. 2B
Chicago, IL 60649-2715

Order of Prohibition

-2-

Lucher Holloway
It's Clean USA Limited
It's Clean U.S.A., LLC
230 W. Monroe - Suite 300/E
Chicago, IL 60606

Lucher Holloway
It's Clean U.S.A., LLC
101 W. Grand Avenue - Suite 318
Chicago, IL 60610

Lucher Holloway
It's Clean U.S.A., LLC
18101 W. Grand Avenue
Chicago, IL 60654

It's Clean U.S.A., LLC
18101 W. Grand Avenue
Chicago, IL 60654

Lucher Holloway
It's Clean USA Limited
230 W. Monroe - Suite 300/E
Chicago, IL 60606

It's Clean USA Limited
230 W. Monroe - Suite 300/E
Chicago, IL 60606

On March 16, 2011, James L. Kopecky, a hearing officer for the Illinois Secretary of State, Securities Department, presided at a hearing in this proceeding on allegations in a notice of hearing issued January 6, 2011, against Lucher Holloway, individually, and doing business as the companies identified in the caption. The hearing was conducted in accordance with the provisions of the Illinois Securities Law of 1953 ("Act") and the Rules and Regulations under the Illinois Securities Law of 1953 ("Rules"). 815 ILCS 5/11.F(1); 14 Ill. Adm Code Part 130, Subpart K.

The hearing officer then submitted to the Secretary of State a written report containing his proposed findings of fact, conclusions of law, and recommendations, in accordance with sections 11.F(5) and 11.A(1) of the Act; and Section 130.1123 of the Rules. 815 ILCS 11.11(5) and 11.A(1); 14 Ill. Adm Code 130.1123.

An authorized designee of the Illinois Secretary of State has reviewed the hearing officer's report and the record in this proceeding. Based on that review, the Secretary finds that all of the rulings of the hearing officer on the admission of evidence and on all motions were correct, and adopts those rulings. The Secretary also finds that the hearing officer's proposed findings of fact and conclusions of law were correct, and adopts them and the hearing officer's recommendations, as follows, in accordance with sections 130.1123 and 130.1109 of the Rules.

FINDINGS OF FACT

The Illinois Secretary of State finds by the preponderance of the evidence that:

1. On January 4, 2011, the Illinois Securities Department ("Department") issued a Notice of Hearing in this proceeding against Respondent Holloway. The Notice scheduled a hearing to be held on March 15, 2011, at the Department's office at 69 W. Washington Street -- Suite 1220, in Chicago, Illinois.
2. On January 7, 2011, the Department gave the Respondent notice of the hearing by mailing a copy of the Notice of Hearing to the Respondent by certified mail, return-receipt requested. The Department mailed the Notice to the last known addresses of the Respondent: the last address the Respondent provided the Secretary of State to obtain his Illinois driver's license and at which Department witness Investor #1 visited him, and which he reported for voter registration; one address of his variously-named company at which Investor #1 also visited him; and three other addresses he held out on Internet web sites as the company's places of business. On January 14, 2011, the Index Department of the office of the Secretary of State also mailed the Notice to the Respondent by certified mail, return-receipt requested, to the same addresses.
3. The Respondent failed to file an answer, appearance, or other responsive pleading within 30 days after the Department served the Notice of Hearing on him, or any other time thereafter.
4. On February 17, 2011, the hearing officer, on his own motion, entered an order continuing the hearing from March 15, 2011, to March 16, 2011, at 10:00 a.m.
5. On February 18, 2011, the Department mailed the continuance order and another copy of the Notice of Hearing to the Respondent by certified mail, return-receipt requested, to the same addresses described in paragraph 2. On February 28, 2011, the Index Department of the office of the Secretary of State also mailed the continuance order and a copy of the Notice to the Respondent by certified mail, return-receipt requested, to the same addresses.
6. The Respondent failed to file an answer, appearance, or other pleading responsive to the Notice after the February 18, 2011 notice, or any other time thereafter.

Order of Prohibition

-4-

7. On March 16, 2011, the hearing officer called the hearing to order at approximately 10:33 a.m. Enforcement attorney Bernadette Cole appeared on behalf of the Department. The Respondent did not appear, and no one appeared on his behalf.
8. A court reporter recorded and transcribed the proceeding, and appended to the transcript the originals of the Department exhibits admitted into evidence.
9. The Department brought a motion pursuant to Section 11.F(1) of the Illinois Securities Act of 1953, as amended ("Act"), and Section 1104(b) of the Rules and Regulations under the Act ("Rules"), requesting the hearing officer recommend that the facts alleged in the Notice of Hearing be deemed admitted and that the Respondent be held in default for failing to file a timely answer, special appearance or other responsive pleading. The Department also made a motion pursuant to Section 1109 of the Rules, requesting the hearing officer recommend a finding of default and entry of an appropriate order based on the Respondent's failure to appear at the time and place scheduled for the hearing.
10. In support of its motions, the Department offered Department exhibits 1 and 2. The exhibits consisted of proofs of the Department's attempts to serve the Notice of Hearing and the order of continuance on the Respondent, and its service on the Respondent via the Index Department. The hearing officer admitted the exhibits into evidence and granted the Department's motions under sections 1104 and 1109 of the Rules. The facts alleged in the Notice of Hearing that the hearing officer recommended be deemed admitted are contained these findings.
11. Respondent Lucher Holloway ("Holloway" or, collectively with It's Clean U.S.A., LLC, "Respondents") is a natural person.
12. The last known address Respondent Holloway reported to the Illinois Secretary of State as his residence to obtain a driver's license was 1300 N. Cleveland, in Chicago, Illinois 60610.
13. As of January 30, 2011, Respondent It's Clean U.S.A., LLC ("It's Clean," or "company," or, collectively with Lucher Holloway, "Respondents"), was an Illinois business entity organized as a limited liability company. The company was organized on July 10, 2006. Its place of business was at 230 W. Monroe - Suite 300/E, in Chicago, Illinois 60606.
14. Respondent Holloway was the registered agent for Respondent It's Clean U.S.A., LLC. Holloway had been the company's registered agent since December 26, 2007. Holloway's address for service of process for the company was at the company's office, located 101 W. Grand Avenue - Suite 318, in Chicago, Illinois 60610.
15. From some time before May 14, 2009, and continuing through at least as late as December 29, 2010, Respondents Holloway and It's Clean U.S.A., LLC, also held the company out to the public under the names "It'sCleanUSA Limited" and "It's Clean USA."

Order of Prohibition

-5-

16. Under Illinois law, only entities organized under the laws of the State of Illinois as corporations are permitted to use the term "Limited" in their name. Respondent It'sCleanUSA Limited has never been organized as a corporation under the laws of the State of Illinois.
17. From at least as early as July 10, 2006, and continuing through the present, Investor #1 was a resident of Illinois.
18. Investor #1 and Respondent Holloway were childhood friends; as of 2006, they had been friends for more than thirty years.
19. Beginning at least as early as July 10, 2006, and continuing through 2008 ("this period"), Respondent Holloway began telephoning, e-mailing, and electronic text-messaging Investor #1 in Chicago, Illinois, describing how Holloway was developing Respondent It's Clean as a business, and describing the company's growth and investment potential and needs.
20. For the first several months of this period, Respondent Holloway contacted Investor #1 nearly every day regarding Respondent It's Clean. The volume of contacts during the rest of this period ranged from an average of once a week to every two or three days.
21. During this period, Investor #1 informed Respondent Holloway on multiple occasions that the investor was unfamiliar with how new businesses started up and operated; had never before invested in any business or other investment; and had no savings or other assets to invest in Respondent It's Clean. Each time, Holloway responded that he knew the investor was new to investing; that Holloway was experienced in running businesses; and that It's Clean was going to be profitable very soon because of impending contracts with business and governmental customers.
22. Respondents solicited Investor #1 to invest in Respondent It's Clean. Holloway said the company was about to become very profitable because it was close to finalizing lucrative contracts with large business and governmental potential customers. Holloway said the company needed a cash infusion for immediate operating expenses: office rent, utilities, and purchases of the cleaning product the company was marketing for resale to customers.
23. Based on these representations, Respondent Holloway offered and sold to Investor #1 a profit-sharing agreement on February 1, 2007, in Chicago, Illinois. Under the agreement:
 - (a) Investor #1 was to obtain a bank line of credit, relying on the investor's personal credit record, from a bank selected by Respondent Holloway.
 - (b) The Respondents were to use the funds for the company's office rent, utilities, inventory, and any other urgent operating expenses.
 - (c) The Respondents would be responsible for paying the monthly interest payments due the bank that issued the line of credit.

Order of Prohibition

-6-

- (d) After signing pending contracts, Respondents would pay any outstanding balance due on the line of credit.
 - (e) In exchange for Investor #1 allowing the Respondents to use the funds obtained using the investor's credit, Respondent Holloway pledged to pay Investor #1 a percentage of the profits Holloway derived from the company's operations.
24. On February 1, 2007, in Chicago, Illinois, Investor #1 obtained a line of credit from a bank selected by Respondent Holloway. On the same day, Holloway directed Investor #1 to withdraw a total of \$49,000 from the credit line. He directed the investor to wire \$29,000 to one bank account number he gave the investor; and \$20,000 to another bank account number he gave the investor.
25. On June 1, 2007, in Chicago, Illinois, Respondent Holloway offered and sold to Investor #1 a second profit-sharing agreement. This time, the Investor obtained a \$25,000 line of credit. The other terms of this agreement were the same as the first.
26. Respondent Holloway withdrew the entire \$25,000 from the second line of credit.
27. When Respondents Holloway and It's Clean offered and sold Investor #1 the two profit-sharing agreements, Holloway represented to the investor that he was experienced in operating businesses. Holloway also represented that he was so confident about It's Clean's imminent profitability, that he had sold his own automobile and invested the proceeds in the company.
28. The Respondents failed to disclose to Investor #1 that: (a) Respondent Holloway had a business history that included a civil court judgment against him; (b) the judgment also was entered against another company he had owned and operated; (c) at the same time they were offering and selling Investor #1 investments in It's Clean, a creditor was pursuing Holloway for failing to make payments for Holloway's automobile, and the creditor ultimately secured a court order to repossess the vehicle; and (d) Holloway did *not* sell his automobile, and he did not invest the proceeds of any sale of the automobile in the company. These failures to disclose were:
- (a) Transactions, practices, or courses of business by the Respondents that worked or tended to work a fraud or deceit on Investor #1.
 - (b) Omissions by the Respondents to state material facts necessary to avoid misleading Investor #1 about the risks of investing with the Respondents.
29. When Respondents Holloway and It's Clean offered and sold to Investor #1 the two profit-sharing agreements, Holloway said the company would use the \$75,000 from Investor #1's lines of credit to pay the company's immediate-need operating expenses, until the company began to receive funds from potential customers with whom Holloway was negotiating. As examples of the expenses the funds would be used to pay, Holloway cited office rent, utilities, and inventory.

30. When Respondent Holloway made these representations, the Respondents never told Investor #1 that:
- (a) The Respondents knew they had no reasonable basis for representing they would be financially capable of making the monthly payments for the investor's two lines of credit.
 - (b) Holloway immediately would begin to use the funds to pay himself thousands of dollars.
 - (c) Holloway would use the funds to repay the loan on his personal automobile.
 - (d) Holloway would use the funds to repay himself for loans he purportedly had made to the company.
31. These expenditures and the Respondents' failures to disclose them to Investor #1 were:
- (a) Transactions, practices, or courses of business by the Respondents that worked or tended to work a fraud or deceit on Investor #1.
 - (b) Omissions by the Respondents to state material facts necessary to avoid misleading Investor #1 about how the loan funds would be used.

**The Respondents Failed to Disclose Material Facts
about Holloway's Business and Personal Financial Background**

32. When the Respondents offered and sold to Investor #1 the two profit-sharing agreements, Respondent Holloway told the investor about the company's products; how he was running the company; its potential profits for investors; and his plans for making the company profitable.
33. The Respondents failed, however, to disclose to Investor #1 that:
- (a) A civil court judgment had been entered against Respondent Holloway on February 6, 2001, for failing to pay a contractually agreed-upon debt.
 - (b) The 2001 civil court judgment also was entered against a coin-operated laundry business Holloway had owned and operated.
 - (c) At the same time Holloway was soliciting and obtaining funds from Investor #1, he was failing to pay a \$50,000 personal debt for an automobile in accordance with the terms of the purchase, and a court order was entered to repossess the automobile.
 - (d) Holloway misrepresented to Investor #1 that he had sold his automobile and invested the proceeds in Respondent It's Clean.
34. On February 6, 2001, a civil judgment was entered against Holloway and the laundry business he owned and operated, in *LeaseComm Corp. v. Holloway and Britney Futures Group* (Circuit Court, Cook County, Illinois: Municipal Div., First Municipal Dist. Case No. 99 M1 109051). Holloway was served with notice of this lawsuit on January 4, 2001. The judgment was based on a breach of contract complaint by a creditor.

35. Beginning on July 13, 2007, while Respondent Holloway was describing Respondent It's Clean prospects to Investor #1 and pursuing the investor to invest in the company, another creditor was pursuing Holloway for failing to make loan payments for Holloway's automobile that his creditor valued at more than \$50,000. *DaimlerChrysler Financial Services Americas, LLC, v. Holloway* (Circuit Court, Cook County, Illinois: Municipal Dept., First Dist. Case No. 07 M1 600985; filed July 13, 2007). Ultimately, on June 2, 2008, the creditor secured a court order authorizing it to repossess the vehicle.
36. The two profit-sharing agreements the Respondents offered and sold to Investor #1 were securities, as the term "security" is defined in Section 2.1 of the Illinois Securities Law of 1953, as amended ("Act").
37. Each of the Respondents' offers and sales of the profit-sharing agreements were offers and sales of securities, as the terms "offer" and "sale" are defined in Sections 2.5 and 2.5a of the Act.

**The Respondents Failed to Disclose the Material Facts
That Holloway Used the Funds for Himself and to Pay His Personal Debts**

38. The bank account to which Respondent Holloway directed Investor #1 to wire \$20,000 from the investor's line of credit in February 2007 was the checking account of another business enterprise Holloway owned. That enterprise—LCH Trading Corporation—had no business or any other relationship with the operating expenses of It's Clean.
39. Respondent Holloway used the funds received from Investor #1 that were wired to LCH Trading Corporation to make two payments totaling \$4,924.12 on a personal loan he owed on his personal automobile. The automobile loan payments were not immediate-need operating expenses for Respondent It's Clean as Holloway had promised.
40. Respondent Holloway also used thousands of the investment funds that were wired to LCH Trading Corporation's checking account to write checks paid to him. None of these payments were immediate-need operating expenses for Respondent It's Clean as Holloway had promised the investor.
41. The bank account to which Respondent Holloway directed Investor #1 to wire \$29,000 from the investor's line of credit in February 2007 was the checking account in the name of Respondent It's Clean.
42. Respondent Holloway used thousands of the dollars that were wired to Respondent It's Clean's checking account to write checks payable to himself. None of these payments were immediate-need operating expenses for Respondent It's Clean as Holloway had promised the investor.
43. Neither of the Respondents informed Investor #1 that thousands of dollars of the funds from the investor's two lines of credit were sent to another Holloway business that had no business relationship with It's Clean. Neither of the Respondents informed Investor #1 that thousands of dollars of the borrowed funds were paid directly to Holloway.

Order of Prohibition

-9-

44. The Department also offered evidentiary proofs against the Respondent to establish that the facts alleged in the Notice of Hearing were legally sufficient to constitute the violations of the Act identified in the Notice, and to establish the Department was entitled to the relief it requested. The evidence admitted at the hearing is contained in these findings.
45. Frank Perry, an investigator with the Department, testified to his background with the Chicago Police and his work with the Department. He has been an investigator with the Department for five years. Perry testified he was assigned to assist with the Department's investigation of the Respondent. He first obtained the Respondent's Illinois driver's license information from the Illinois Secretary of State dated January 3, 2011, which the Department offered it as Exhibit 4. This exhibit showed the last address reported by the Respondent on October 8, 2008. Perry also obtained a certified copy of voter registration records from the Chicago Board of Election Commissioners, which the Department offered as Exhibit 3. Both exhibits showed an address for the Respondent on Cleveland Avenue in Chicago for the Respondent. Perry testified he visited the address, and the persons at that address told him that nobody by the name Holloway resided there.
46. Perry next testified that another Department investigator had made copies of an Internet website marketing *Its Clean Bio-based Instant Hand Sanitizer* in 2009; the Department offered those documents as Exhibit 6. In addition, the Department offered Exhibit 5, containing certified copies of Secretary of State domestic business services records for the organization of *It's Clean U.S.A. LLC* in Illinois. These records identified addresses the Respondent used for the company's place of business, and at which the Department served the Notice of Hearing. The Department also offered Exhibit 7, a certification from the Secretary of State identifying the names of banks in the Department's investigation file where the Respondent and *It's Clean* had accounts. These accounts showed addresses the Respondent and the company had used, and at which the Department served the Respondent.
47. The hearing officer admitted all of the exhibits offered.
48. Investor #1 testified that during the period from 2006 through 2008, the Respondent offered and sold her two profit-sharing agreements. The agreements were based on *It's Clean U.S.A.*, a business he had created and controlled. The investor said the Respondent made the offers and sales in Chicago, Illinois, by telephone and in face-to-face encounters with the Respondent.
49. The Respondent told the investor that, relying on his prior business experience, he was going to obtain a patent for a hand sanitizer, and the company would sell it to large institutional and governmental customers relying on his past experience running other businesses. He represented that the company had been evaluated as worth \$2 million. The Respondent represented to Investor #1 that he had contracts with large institutional customers and needed a loan to purchase additional product. He told the investor the company was doing so well, he was selling his luxury automobile to obtain funds for the company's immediate cash-flow needs.

Order of Prohibition

-10-

50. Investor #1 testified she has lived in Chicago, Illinois for the past 18 years. She met Respondent Holloway while in grammar school. Their families know each other, and for a time they lived near each other. During this period, the Respondent had told her he was a trader and had owned and managed several businesses. Investor #1 deduced from this that the lavish lifestyle she observed the Respondent living stemmed from his success as a trader and his businesses. The investor knew the Respondent had owned and operated a several businesses in the past. The investor also knew one of It's Clean's employees personally and knew several other high-income individuals already had invested large sums in the company.
51. Investor #1 entered into two profit-sharing agreements with the Respondent. Under the first agreement, Investor #1 used her good personal credit record to obtain a line of credit from a bank selected by the Respondent, and gave the Respondent access to the line of credit. In exchange for her allowing the company to use her line of credit from the bank, Respondent Holloway pledged to pay Investor #1 a percentage of the profits Holloway derived from the company's operations.
52. Investor #1 identified, and the Department offered, Exhibit 8, bank line of credit documents dated January 2007 documenting her application and bank approval of for It's Clean.
53. In June, 2007, Investor #1 testified, the Respondent approached her again, seeking a second profit-sharing agreement investment in the company, on the same terms as the first agreement. The purpose of this investment, he told her, was to pay urgent company operating expenses. Investor #1 told the Respondent she could not afford to obtain another personal loan to invest in the company. In response, the Respondent asked Investor #1 to apply for a second loan for which It's Clean, not she, would be directly responsible. Investor #1 agreed. Under this agreement, she obtained a line of credit in the amount of \$53,000 from another bank selected by the Respondent and gave him access to the line of credit.
54. Investor #1 identified Department Exhibit 9 as documents relating to the second loan, including an e-mail from Holloway asking her to transfer funds to two other accounts he controlled. The Department walked her through bank records in Exhibit 9, demonstrating the Respondent had transferred funds from the second line of credit to the accounts he controlled, and used those funds for his personal use. The records showed that on July 13, 2007, alone, he advanced approximately \$43,000 to himself from the second line of credit.
55. Investor #1 testified that when Holloway sold her the two profit-sharing agreements, he never informed her a civil judgment for breach of contract had been entered against him and another business he owned. The Department offered Exhibit 10, a certified copy of documents from a Cook County, Illinois, circuit court case, *LeaseComm v. Holloway*, in which a judgment for breach of contract was entered in 2001.
56. The Department asked for leave to file its Exhibit 11, a certified copy of documents from another Cook County, Illinois, circuit court case, *DaimlerChrysler Financial Services Americas v. Holloway*, within thirty days of the hearing, which it did. In that case, the

court on August 2, 2007, ordered the Respondent's personal luxury automobile repossessed for failure to make loan payments for the vehicle. At the hearing, Investor #1 testified the Respondent had never informed her of this state of his personal financial affairs. She testified she would have wanted to know this information and the other facts detailed above when deciding whether to invest with him.

57. At the conclusion of the hearing, the Department requested the hearing officer to recommend the Secretary of State find the Respondent violated the fraud, misrepresentation, and omission provisions of the Illinois Securities Law.
58. The Respondent's fraud, misrepresentations, and omissions to Investor #1 identified in the hearing are evidence of the Respondent's solvency, financial condition, competency, and willingness to comply with Illinois securities laws and regulations. Investor #1 testified these matters were material to her. These matters would be material to a reasonable investor considering buying a security.

CONCLUSIONS OF LAW

After considering the record, the Illinois Secretary of State adopts the hearing officer's proposed findings of fact, conclusions of law, and recommendations, and makes the following conclusions of law:

1. The Illinois Department properly served the Notice of Hearing on Respondent Lucher Holloway, in accordance with Section 10.B of the Illinois Securities Law of 1953 ("Act") on February 4, 2011, establishing the Illinois Secretary of State has personal jurisdiction over the Respondent. 815 ILCS 5/10.B.
2. The Notice of Hearing included the information required to give the Respondent notice and opportunity to be heard in this proceeding under Section 11.F(1) of the Act and Section 1102 of the Rules and Regulations under the Illinois Securities Law of 1953 ("Rules"). 14 Ill. Adm Code 130.1102.
3. The Secretary of State has jurisdiction over the subject-matter of this proceeding to the Act, in accordance with Section 11.A of the Act.
4. The evidence adduced at the hearing is sufficient to establish that the facts alleged in the Notice of Hearing constitute the violations of the Act identified in the Notice, and is sufficient to establish the Department is entitled to the relief it requested.
5. Section 12.G of the Act provides that it is a violation of the Act to obtain money through the sale of securities by means of any untrue statement or omission 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.

Order of Prohibition

-12-

6. The Respondent violated Section 12.G of the Act when he offered and sold to Investor #1 two profit-sharing agreements by making untrue statements or omitting facts regarding:
 - (a) The extent of Holloway's business knowledge and experience.
 - (b) The use of the funds solicited from Investor #1 by Respondents.
 - (c) The manner in which Holloway ran and operated It's Clean.
 - (d) It's Clean's potential to make timely interest payments on the outstanding loans taken by Investor #1.
 - (e) The fact that a civil judgment had been entered against Respondent Holloway for failure to pay a business debt.
 - (f) The fact that a civil court judgment had been entered against another company owned by Holloway.
 - (g) The fact that Holloway was in default on a large personal debt and subject to a repossession order for that debt.
 - (h) Holloway's claim he had sold his automobile to invest funds in It's Clean.
7. Each untrue statement or omission is a separate violation of 12.G of the Act for the sale of each profit-sharing agreement.
8. Section 12.F of the Act provides it is a violation of the Act to engage in any transaction, practice, or course of business in connection with the sale or purchase of securities which works or tends to work a fraud or deceit upon the securities purchaser or seller.
9. The Respondent violated Section 12.F of the Act when he offered and sold two securities to Investor #1 without disclosing:
 - (a) The extent of Holloway's business knowledge and experience;
 - (b) The use of the funds solicited by Investor #1 by Respondents;
 - (c) The manner in which Holloway ran and operated It's Clean;
 - (d) It's Clean's potential to make timely interest payments on the outstanding loans taken by Investor #1;
 - (e) The fact that a civil judgment had been entered against Respondent Holloway for failure to pay a business debt;
 - (f) The fact that a civil court judgment had been entered against another company owned by Holloway;
 - (g) The fact that Holloway was in default on a large personal debt and subject to a repossession order for that debt.
 - (h) Holloway did not sell his automobile to invest funds in It's Clean.
10. Each failure to disclose is a separate violation of 12.F of the Act for both sales.

Order of Prohibition

-13-

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Respondent Lucher Holloway's failure to appear at the hearing in this proceeding or otherwise respond to the allegations set forth in the Notice of Hearing constitutes an admission of all facts alleged in the Notice, and constitutes sufficient basis to enter an order against him individually, and doing business as It's Clean U.S.A., LLC, also known as It'sCleanUSA Limited, and LCH Trading Corporation, in accordance with Section 11.F(1) of the Illinois Securities Law of 1953.
2. The Respondent has waived his right to a hearing, and his rights to present evidence, argue, object, or cross-examine witnesses, or otherwise participate in the hearing, in accordance with Section 130.1109 of the Rules and Regulations under the Illinois Securities Act ("Rules").
3. The Respondent is in default, in accordance with Section 11.F(1) of the Illinois Securities Law of 1953 ("Act") and sections 130.1104, 130.1109, 130.1123(e), and 130.1111 of the Rules.
4. The Respondent is permanently prohibited from offering or selling securities in or from the state of Illinois, in accordance with sections 11.E(2) and 11.F(1) of the Act.
5. The Respondent is permanently prohibited from acting as an investment adviser or federal covered investment adviser or investment adviser in or from the state of Illinois, in accordance with sections 11.E(3) and 11.F(1) of the Act.

ENTERED: This 20th day of January, 2012.



JESSE WHITE
Secretary of State
State of Illinois

Bernadette Cole
Enforcement Attorney
Illinois Securities Department
Office of the Secretary of State
69 W. Washington Street – Suite 1220
Chicago, IL 60602

******IMPORTANT NOTICES TO RESPONDENT FOLLOW ON NEXT PAGE******

Order of Prohibition

-14-

NOTICE TO RESPONDENT: Failure to comply with the terms of this order shall constitute a violation of Section 12.D of the Illinois Securities Law of 1953. Any person or entity failing to comply with the terms of this order and having knowledge of the existence of this order, shall be guilty of a Class 4 felony. 815 ILCS 5/12.D; and 5/14.A.

This is a final order and is subject to judicial review under the Administrative Review Law, in accordance with Section 11.H of the Illinois Securities Law of 1953, and the Illinois Administrative Code. 735 ILCS 5/3-101 *et seq.*; 815 ILCS 5/11.H; and 14 Ill. Admin. Code 130.1123.

Any action for judicial review of this order must be commenced within 35 days from the date a copy of this order was served by U.S. mail upon the party seeking review, in accordance with Section 103 of the Administrative Review Law. 735 ILCS 5/3-103.