

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FEB - 1 2017

RICK WARREN  
COURT CLERK

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Oklahoma Department of Securities )  
*ex rel.* Irving L. Faught, Administrator, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Jerrold Wayne Myers, an individual; and )  
Gary Douglas Warlick, an individual; )  
 )  
Defendants. )

Case No.

 - 2017 - 587  
CJ

**PETITION FOR PERMANENT INJUNCTION AND OTHER RELIEF**

Plaintiff, Oklahoma Department of Securities, *ex rel.* Irving L. Faught, (“Department”), for its claims against the above-named Defendants, alleges and states as follows:

**OVERVIEW**

This case involves violations by Jerrold Wayne Myers and Gary Douglas Warlick (collectively, “Defendants”), of the Oklahoma Business Opportunity Sales Act (the “Business Opportunity Act”), Okla. Stat. tit. 71, §§ 801 through 829 (2011), and/or the Oklahoma Uniform Securities Act of 2004 (the “Securities Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011 and Supp. 2016). The Defendants have conducted business through various entities including Manna Source Sustainable, Manna Source Sustainable, LLC, Premere Resources Corp., Green Sustainable Technology, LLC, Coturnix Survival, LLC, and Harris Exploration, Inc. Specifically, the Department alleges that Defendants have offered and sold unregistered business opportunities, in violation of Section 806 of the Business Opportunity Act; have perpetrated fraud and deceit in connection with the offer and sale of

business opportunities, in violation of Section 819 of the Business Opportunity Act; have offered and sold unregistered securities, in violation of Section 1-301 of the Securities Act; have transacted business as unregistered agents in violation of Section 1-402 of the Securities Act; and/or have perpetrated fraud and deceit in connection with the offer and sale of securities, in violation of Section 1-501 of the Securities Act.

### **JURISDICTION**

1. The Department brings this action pursuant to Section 814 of the Business Opportunity Act and Section 1-603 of the Securities Act (collectively, "Acts"), and is the proper party to bring this action.

2. In connection with their activities in this state as described herein, Defendants are subject to the provisions of the Business Opportunity Act, pursuant to Section 818 of the Business Opportunity Act, and are subject to the provisions of the Securities Act, pursuant to Section 1-610 of the Securities Act, and to the jurisdiction of this Court and service of summons within and outside of this state.

3. Venue is proper in this county.

### **DEFENDANTS**

4. Jerrold Wayne Myers ("Myers"), an individual, is an Oklahoma resident. At all times material hereto, Myers was a control person for and did business as Manna Source Sustainable; was the managing member of Manna Source Sustainable, LLC; was the President and the registered service agent for Premere Resources Corp.; was a Director of Harris Exploration, Inc.; and was an organizer of Coturnix Survival, LLC. Myers offered and/or sold business opportunities and securities in and/or from Oklahoma as described herein.

5. Gary Douglas Warlick (“Warlick”), an individual, is an Oklahoma resident. At all times material hereto, Warlick was a control person for and did business as Manna Source Sustainable; was the registered service agent and Executive Director of Manna Source Sustainable, LLC; was Secretary of Premere Resources Corp., Harris Exploration, Inc., and Green Source Sustainable, LLC; and was an organizer of Coturnix Survival, LLC. Warlick offered and/or sold business opportunities and securities in and/or from Oklahoma as described herein.

#### **RELEVANT BUSINESSES OF DEFENDANTS**

6. Manna Source Sustainable, LLC, formerly known as Manna Source Sustainable (both hereafter referred to as “Manna”), was an unincorporated association until formed as an Oklahoma limited liability company on May 2, 2016. At all times material hereto, Manna’s principal place of business was in Bartlesville, Oklahoma.

7. Premere Resources Corp. (“Premere”) is a Wyoming corporation with its principal place of business in Bartlesville, Oklahoma. On September 20, 2015, Premere became authorized to do business in Oklahoma as a foreign for profit business corporation. At various times, Defendants referred to Manna as a division of Premere.

8. Green Sustainable Technology, LLC (“GST”) was formed as an Oklahoma limited liability company on November 16, 2015. At all times material hereto, GST had its principal place of business in Bartlesville, Oklahoma.

9. Coturnix Survival, LLC (“Coturnix”) was organized as a Wyoming limited liability company on September 6, 2016. At all times material hereto, Coturnix had its principal place of business in Bartlesville, Oklahoma.

10. Harris Exploration, Inc. (“Harris”) is a Nevada corporation with its principal

place of business in Bartlesville, Oklahoma. At all times material hereto, Harris was not authorized to do business in the state of Oklahoma.

## **NATURE OF THE CASE**

### **Tilapia Business Opportunity**

11. Beginning as early as April 2015 and continuing to the present, Defendants conducted business from their offices in Bartlesville, Oklahoma. Defendants advertised the sale of business opportunities, in various publications and websites, to persons interested in breeding and growing tilapia ("Tilapia Purchasers"). In August, 2015, in one such advertisement, Defendants stated:

BREEDERS/GROWERS NEEDED NOW. Manna Source Sustainable, a Premere Resources Corp[.] company, needs breeders/growers for our sustainable living operation. Raise organic tilapia fish and aquaponic vegetables-fruits in the fish water for sustainable living perhaps progressing to six figure income according to capabilities and desires. Use the unused buildings on your property for production. We provide all equipment, tanks, organic feed and stock. You provide facility with utilities, hands on effort, and small investment/deposit for desired level of income. We buy all production under our Breeder/Grower agreement. Free Sustainable Living Workshop at our Bartlesville Oklahoma facility.

12. Defendants also made group presentations about the tilapia business to prospective Tilapia Purchasers at various sites in Bartlesville, Oklahoma, and made individual presentations to prospective Tilapia Purchasers in other locations in Oklahoma, Arkansas, Kansas, and Missouri.

13. Defendants utilized promotional materials to entice Tilapia Purchasers. Defendants represented that they had the knowledge to make the business a success. Defendants also represented that they would (a) supply the Tilapia Purchasers with all equipment, tilapia breeder/feeder stock, training and technical support for the business; and (b) set up tanks, filtration systems, and plumbing.

14. Defendants and Tilapia Purchasers entered into breeder agreements for the production, feeding, and growth of tilapia (“Tilapia Agreements”). Defendants agreed to provide trademarked feed mix that would grow tilapia to a consumable size and weight.

15. Tilapia Purchasers agreed to provide the facility, including utilities and water, and the labor for the feeding and care of the tilapia.

16. Defendants agreed to purchase all offspring or “fry” produced by the Tilapia Purchasers for \$0.10 per fry and to pick up the tilapia fry at regular intervals directly from the Tilapia Purchasers. Defendants represented that they would take the fry to existing facilities where the tilapia would be grown to a marketable size.

17. Defendants represented to Tilapia Purchasers that they had markets for the tilapia in outlets like Whole Foods, Kroger, and/or Costco, pursuant to existing contracts. The tilapia would also be marketed by Defendants to the countries of Dubai and Kuwait, pursuant to existing contracts. Defendants represented to Tilapia Purchasers that existing marketing contracts would support the sale of millions of pounds of tilapia every month.

18. Defendants solicited between Ten Thousand Dollars (\$10,000) and One Hundred Thousand Dollars (\$100,000) from each Tilapia Purchaser. The Tilapia Agreements were offered and sold based on the commercial production level that was selected by each Tilapia Purchaser. At least one of the Tilapia Purchasers was offered the following options:

<u>Level of Commercial Production</u>	<u>Investment</u>	<u>Expected Production</u>	<u>Projected Income</u>
Upper Level	\$10,000	62,000 frys/month	\$ 62,000/year
Mid Upper Level	\$25,000	138,000 frys/month	\$138,000/year
Large Upper Level	\$50,000	276,000 frys/month	\$276,000/year
Jumbo Upper Level	\$100,000	548,000 frys/month	\$548,000/year

19. Defendants failed to provide training to Tilapia Purchasers; failed to deliver breeder/feeder stock to some Tilapia Purchasers; failed to pick up and pay for the tilapia fry grown by the Tilapia Purchasers; failed to provide adequate food for the tilapia, particularly trademarked feed mix, to the Tilapia Purchasers; failed to provide functional equipment to the Tilapia Purchasers; and failed to provide technical support to the Tilapia Purchasers.

**Misrepresentations, Omissions and Fraud in Offer and/or Sale of Tilapia Agreements**

20. In connection with the offer and/or sale of Tilapia Agreements, Defendants made untrue statements including, but not limited to:

- a. that upon Defendants' receipt of the Tilapia Purchaser's investment, Tilapia Purchaser would receive tanks, filtration systems, plumbing, and breeder/feeder stock;
- b. that tilapia provided by Defendants would produce offspring of between 62,000 and 548,000 tilapia fries per month;
- c. that Defendants would pick up tilapia fries from the Tilapia Purchasers at regular intervals including a schedule of every 35 days;
- d. that Defendants had facilities where the tilapia fries would be taken and grown to marketable size;
- e. that Tilapia Purchasers would receive profits or returns on the Tilapia Agreements;
- f. that Defendants would provide training in the business to the Tilapia Purchasers;
- g. that Defendants had contracts with Whole Foods, Kroger, Costco, Dubai and Kuwait to purchase the marketable tilapia;

- h. that Tilapia Purchasers did not need a license to operate because Manna had the appropriate licenses for the production, growing and selling of tilapia;
- i. that the tilapia fingerlings provided by Defendants would be organic fish; and
- j. that Defendants would provide and deliver trademarked feed mix to Tilapia Purchasers to feed the tilapia.

21. In connection with the offer and/or sale of Tilapia Agreements, Defendants omitted to state the following:

- a. any general or specific risk factors associated with the purchase of the Tilapia Agreements;
- b. that the Tilapia Agreements are business opportunities subject to regulation under the Business Opportunity Act;
- c. that the Tilapia Agreements were not registered under the Business Opportunity Act;
- d. that Defendants did not have facilities where the tilapia could be grown to marketable size;
- e. that neither Defendants nor the entities they controlled were licensed with the Oklahoma Department of Agriculture, Food, and Forestry to conduct an aquaculture operation;
- f. that Tilapia Purchasers would be required to be licensed with the Oklahoma Department of Agriculture, Food, and Forestry as an aquaculture operation;
- g. that neither Defendants nor the entities they controlled were licensed with the

Oklahoma State Department of Health to operate a food manufacturing establishment or food storage warehouse; and

- h. that Defendants would use Tilapia Purchaser funds for personal expenses and business expenses unrelated to the Tilapia Agreements.

### **Quail Business Opportunity**

22. Beginning as early as April 2015, and continuing to the present, Defendants advertised the sale of business opportunities, in various publications and websites, to persons interested in breeding and growing quail (“Quail Purchasers”). Defendants also operated this business from their offices in Bartlesville, Oklahoma. In June 2016, in one such advertisement, Defendants stated:

QUAIL EGGERS NEEDED NOW! Manna Source Sustainable, a Premere Resources Company, needs quail eggers for our sustainable living operation. Raise quail eggs for us perhaps progressing to six figure income according to capabilities and desires. Use the unused buildings on your property for production. We supply all cages, stock, and feed. Breeder supplies buy-in amount for desired level of income, indoor facility with heat for the winter, and we buy all egg production under our egger agreement.

23. Defendants also made group presentations about the quail business to prospective Quail Purchasers at various sites in Bartlesville, Oklahoma, and made individual presentations to prospective Quail Purchasers in other locations in Oklahoma, Kansas, and Missouri.

24. Defendants utilized promotional materials to entice Quail Purchasers. Defendants represented to Quail Purchasers that they would provide training for the business, had the knowledge to make the business a success, and had the markets in which to sell the quail egg production.

25. Defendants and Quail Purchasers entered into breeder agreements for the

production, feeding, and breeding of quail (“Quail Agreements”). Pursuant to the Quail Agreements, Defendants agreed to provide the Quail Purchasers with all breeding stock and equipment and all training for the business. Defendants agreed to provide feed to produce quail eggs to a consumable size and weight.

26. Quail Purchasers were to provide the facility for production of quail eggs, including utilities and water, and the labor for the feeding and care of the quail to produce consumable quail eggs.

27. The Quail Agreements also specified that Defendants would purchase all production of eggs at regular intervals directly from the Quail Purchaser for \$0.10 or \$0.32 per egg, depending on the Quail Agreement. Defendants represented that the quail eggs would be marketed to cruise lines for salads and that the quail would be processed for meat.

28. Defendants solicited between Fifteen Hundred Dollars (\$1,500) and Fifty Thousand Dollars (\$50,000) from each Quail Purchaser. The Quail Agreements were offered and sold based on the plan level that was selected by each Quail Purchaser. At least one of the Quail Purchasers was offered the following options:

<u>Plan Levels</u>	<u>Investment</u>	<u>Expected Production</u>	<u>Projected Cash Flow</u>
Starter Setup	\$1,500	1,760 quail/6 months	Personal Use
Lower End Setup	\$10,000	200 eggs/day	\$23,040/year
Middle End Setup	\$25,000	500 eggs/day	\$57,600/year
Higher End Setup	\$50,000	1,000 eggs/day	\$115,200/year

29. Defendants failed to provide training to Quail Purchasers; failed to deliver quail to Quail Purchasers; and failed to provide functional equipment to Quail Purchasers.

**Misrepresentations, Omissions and Fraud in Offer and/or Sale of Quail Agreements**

30. In connection with the offer and/or sale of Quail Agreements, Defendants made untrue statements including, but not limited to: that Defendants had contracts with

cruise ships that would purchase the quail eggs daily.

### **HXPN Stock Sales**

31. Beginning in or about June 2015, Defendant Myers offered and/or sold Harris stock (stock symbol: "HXPN") to Oklahoma residents ("Stock Purchasers"). At least one Stock Purchaser paid approximately \$0.02 per share for the HXPN stock in the summer of 2015. Defendant Myers represented that he was the owner of Harris and that the price of the HXPN stock would reach a value of \$1.00 per share by September 2015, and would reach a value of \$3.00 per share by March 2016.

32. In September 2016, Defendants offered HXPN stock to the Tilapia Purchasers as a "buyout" of the Tilapia Agreements. Defendants offered "25% added to your original buy-in amount" and represented "you can hold those publicly traded shares of HXPN for an expected increase in value to increase your return based upon expected acquisition of platinum grade mineral mining operations plus producing oil properties."

33. The HXPN stock is currently trading at a value of approximately \$0.01 per share.

### **Misuse of Investment Proceeds**

34. Tilapia Purchaser funds and Quail Purchaser funds, totaling in excess of One Million Dollars (\$1,000,000), were deposited to bank accounts under the control of Defendants.

35. Defendants have transferred Tilapia Purchaser funds and Quail Purchaser funds among multiple bank accounts that they control. Defendants have transferred business funds into personal accounts and personal funds into business accounts. Defendants used Tilapia Purchaser funds and Quail Purchaser funds for the payment of personal expenses, and

the payment of business expenses unrelated to the Tilapia Agreements.

**Additional Misrepresentations, Omissions and Fraud in Offer and/or Sale of  
Tilapia Agreements, Quail Agreements and HXPN Stock**

36. In connection with the offer and/or sale of Tilapia Agreements, Quail Agreements and HXPN stock, Defendants made untrue statements including, but not limited to: that Defendant Myers had a multi-million dollar public company involved in oil and gas wells and copper mines.

37. In connection with the offer and/or sale of Tilapia Agreements, Quail Agreements, and HXPN stock, Defendants omitted to state the following:

- a. that Defendant Myers was subject to a federal criminal judgment by the United State District Court for the Northern District of Texas, in January 2005, after being convicted of felony securities fraud, that resulted in his incarceration in federal prison, an order to pay restitution (with his co-defendant) in the sum of \$532,510.50, and the filing in 2014 of a federal lien for \$532,510.50; and
- b. that in November 2013, E-Trade Bank filed an action to foreclose the mortgage on the home of Defendant Warlick, and that the foreclosure was ordered by the District Court of Washington County, State of Oklahoma, against Defendant Warlick in 2016.

**FIRST CAUSE OF ACTION**

**(Violation of Section 806 of the Business Opportunity Act:  
Offer and Sale of Unregistered Tilapia Business Opportunities)**

38. The Department realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 37 above.

39. The Tilapia Agreements are business opportunities as defined by Section 802

of the Business Opportunity Act (“Tilapia Business Opportunities”).

40. The Tilapia Business Opportunities offered and sold by Defendants are not and have not been registered under the Business Opportunity Act.

41. By reason of the foregoing, Defendants have violated, may be violating, and unless enjoined, will continue to violate Section 806 of the Business Opportunity Act.

### **SECOND CAUSE OF ACTION**

#### **(Violation of Section 808 of the Business Opportunity Act: Failure to Deliver Disclosure Document in Connection with Offer or Sale of Tilapia Business Opportunities)**

42. The Department realleges and incorporates by reference each and every allegation contained in the preceding cause of action.

43. Defendants, in connection with the offer and/or sale of the Tilapia Business Opportunities, failed to deliver a written disclosure document to Tilapia Purchasers.

44. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 808 of the Business Opportunity Act.

### **THIRD CAUSE OF ACTION**

#### **(Violation of Section 819 of the Business Opportunity Act: Untrue Statements and Omissions of Material Fact in Tilapia Business Opportunities)**

45. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

46. Defendants, in connection with the offer and/or sale of the Tilapia Business Opportunities, directly and indirectly, made untrue statements of material fact.

47. Defendants, in connection with the offer and/or sale of the Tilapia Business Opportunities, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not

misleading.

48. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 819 of the Business Opportunity Act.

#### **FOURTH CAUSE OF ACTION**

##### **(Violation of Section 819 of the Business Opportunity Act: Fraud or Deceit in Connection with Tilapia Business Opportunities)**

49. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

50. Defendants, in connection with the offer and/or sale of the Tilapia Business Opportunities, have engaged in acts, practices, or courses of business that operate, or would operate, as a fraud or deceit upon other persons.

51. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 819 of the Business Opportunity Act.

#### **FIFTH CAUSE OF ACTION**

##### **(Violation of Section 806 of the Business Opportunity Act: Offer and Sale of Unregistered Quail Business Opportunities)**

52. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

53. The Quail Agreements are business opportunities as defined by Section 802 of the Business Opportunity Act ("Quail Business Opportunities").

54. The Quail Business Opportunities offered and sold by Defendants are not and have not been registered under the Business Opportunity Act.

55. By reason of the foregoing, Defendants have violated, may be violating, and unless enjoined, will continue to violate Section 806 of the Business Opportunity Act.

## SIXTH CAUSE OF ACTION

### **(Violation of Section 808 of the Business Opportunity Act: Failure to Deliver Disclosure Document in Connection with Offer or Sale of Quail Business Opportunities)**

56. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

57. Defendants, in connection with the offer and/or sale of the Quail Business Opportunities, failed to deliver a written disclosure document to Quail Purchasers.

58. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 808 of the Business Opportunity Act.

## SEVENTH CAUSE OF ACTION

### **(Violation of Section 819 of the Business Opportunity Act: Untrue Statements and Omissions of Material Fact in Connection with Quail Business Opportunities)**

59. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

60. Defendants, in connection with the offer and/or sale of the Quail Business Opportunities, directly and indirectly, made untrue statements of material fact.

61. Defendants, in connection with the offer and/or sale of the Quail Business Opportunities, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

62. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 819 of the Business Opportunity Act.

## **EIGHTH CAUSE OF ACTION**

### **(Violation of Section 819 of the Business Opportunity Act: Fraud or Deceit in Connection with Quail Business Opportunities)**

63. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

64. Defendants, in connection with the offer and/or sale of the Quail Business Opportunities, have engaged in acts, practices, or courses of business that operate, or would operate, as a fraud or deceit upon other persons.

65. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 819 of the Business Opportunity Act.

## **NINTH CAUSE OF ACTION**

### **(Violation of Section 1-501 of the Securities Act: Untrue Statements and Omissions of Material Fact in Connection with HXPN Stock)**

66. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

67. Defendants, in connection with the offer and/or sale of HXPN stock, directly and indirectly, made untrue statements of material fact.

68. Defendants, in connection with the offer and/or sale of HXPN stock, directly and indirectly, omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

69. By reason of the foregoing, Defendants have violated, may be violating, and unless enjoined, will continue to violate Section 1-501 of the Securities Act.

## **TENTH CAUSE OF ACTION**

### **(Violation of Section 1-501 of the Securities Act: Fraud or Deceit in Connection with Offer and Sale of HXPN Stock)**

70. The Department realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

71. Defendants, in connection with the offer and/or sale of HXPN stock, have engaged in acts, practices, or courses of business that operate, or would operate, as a fraud or deceit upon other persons.

72. By reason of the foregoing, Defendants, have violated, may be violating, and unless enjoined, will continue to violate Section 1-501 of the Securities Act.

### **PRAYER FOR RELIEF**

Defendants have engaged in acts and practices in violation of the Acts and have, as a result of these activities, received a substantial amount of money from Tilapia Purchasers, Quail Purchasers and/or Stock Purchasers. Unless enjoined, Defendants will continue to engage in the acts and practices set forth herein and acts and practices of similar purport and object. A danger exists that the money received by Defendants from the Tilapia Purchasers, Quail Purchasers and/or Stock Purchasers, or money, assets, or real or personal property held by Defendants on behalf of the Tilapia Purchasers, Quail Purchasers and/or Stock Purchasers, will be lost, removed, or transferred. A temporary restraining order and an asset freeze to issue *instanter* and temporary and permanent injunctions to issue against Defendants are necessary to preserve the money received and assets held, to preserve the records relating thereto, and to prevent further violations of the Acts.

WHEREFORE, based upon the foregoing, and pursuant to the authority specifically granted by Section 814 of the Business Opportunity Act and Section 1-603 of the Securities

Act, the Department prays for the court to grant the following relief:

I.

A temporary restraining order to issue *instanter*, and temporary and permanent injunctions, restraining and enjoining the Defendants, their agents, servants, employees, attorneys, and those persons in active concert or participation with them, from transacting business in or from this state as an issuer, issuer agent, broker-dealer, or broker-dealer agent or otherwise offering or selling any security in and/or from this state, and/or from offering or selling a business opportunity in and/or from this state;

II.

An order *instanter* prohibiting Defendants, their agents, servants, employees, attorneys, and those persons in active concert or participation with them, from tampering with, mutilating, altering, erasing, concealing, removing, destroying or otherwise disposing of any and all books, records, documents, files, correspondence, computer disks, tapes or other data recordings of any type, pertaining to or referring to Defendants, the Tilapia Agreements, the Quail Agreements, and/or the HXPN stock, or any other financial transactions by Defendants or to which Defendants were parties;

III.

An order *instanter* freezing the assets of Defendants and all businesses controlled by Defendants including assets in the name, for the benefit, or under the control of Defendants, and ordering that all banks, brokerage firms or other financial institutions, and other persons or entities holding any assets in the name, for the benefit, or under the control of Defendants and all businesses controlled by Defendants, hold and retain such assets within their control and prohibit the withdrawal, transfer, assignment, pledge, sale or other disposal of any such

assets;

IV.

An order *instanter* prohibiting Defendants, their agents, servants, employees, attorneys, and those persons in active concert or participation with them, from withdrawing, transferring, assigning, pledging, selling or otherwise disposing of any assets of Defendants including assets in the name, for the benefit, or under the control of Defendants, and/or held on their behalf;

V.

An order requiring Defendants to make restitution to any and all Tilapia Purchasers, Quail Purchasers and Stock Purchasers who purchased business opportunities and/or securities from Defendants;

VI.

An order imposing a civil penalty against each Defendant; and

VII.

Such other relief as the Court may deem necessary, just and proper in connection with the enforcement of Acts.

Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES  
Irving L. Faught, Administrator

By: Patricia A. Labarthe  
Patricia A. Labarthe, OBA #10391  
Jennifer Shaw, OBA #20839  
Oklahoma Department of Securities  
204 North Robinson, Suite 400  
Oklahoma City, Oklahoma 73102  
(405) 280-7700 Telephone  
(405) 280-7742 Facsimile  
plabarthe@securities.ok.gov/jshaw@securities.ok.gov

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF OKLAHOMA )

Irving L. Faught, of lawful age, being first duly sworn deposes and says: that he is the Administrator of the Oklahoma Department of Securities, that he has read the foregoing Petition for Permanent Injunction and Other Relief and knows the contents thereof, and that the matters and things stated therein have been provided to him by staff members of the Department under his authority and direction, and are true and correct to the best of his knowledge, information and belief.

(SEAL)

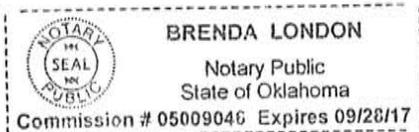


IRVING L. FAUGHT, ADMINISTRATOR OF THE  
OKLAHOMA DEPARTMENT OF SECURITIES  
204 North Robinson, Suite 400  
Oklahoma City, Oklahoma 73102  
(405) 280-7700

Subscribed and sworn before me this 1st day of <sup>February</sup>~~January~~, 2017.

(NOTARIAL SEAL)

Brenda London  
Notary Public



**OUR FIRM FILE NUMBER:**

Client: DEPARTMENT OF SECURITIES County: Oklahoma

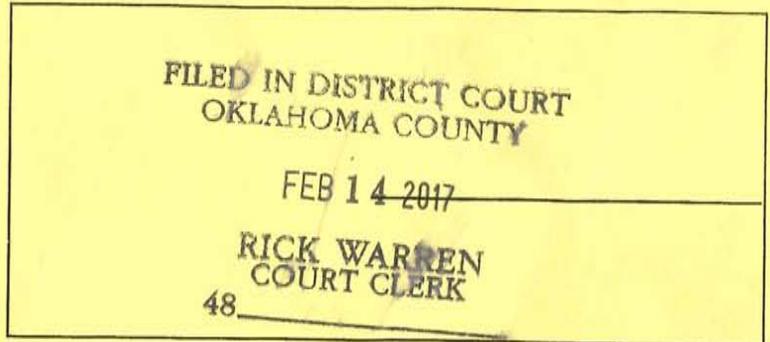
Case Number: CJ-2017-587

**OKLAHOMA DEPARTMENT OF SECURITIES ET AL.. -**

**Plaintiff(s)**

**vs**

**JERROLD WAYNE MYERS, ET AL.. - Defendant(s)**



Date Served: 2/11/2017 3:31:00 PM

Served By: PERRY BELL (PSS-2015-11)

County of Origin: Oklahoma

**Proof of Service**

Case Number: CJ-2017-587

**DOCUMENTS SERVED: I, being duly sworn, certify that I received the forgoing, to wit:**

- \*Summons with Petition
- \*Application for Temporary Restraining Order
- \*Affidavit
- \*Temporary Restraining Order

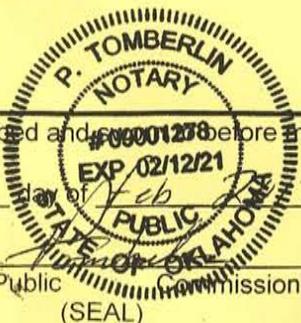
**METHOD OF SERVICE:**

**And served the same according to the law in the following manner, to wit:**

Personal Service by delivering a true copy of said process personally to JERROLD WAYNE MYERS at 355 SE QUEENSTOWN AVE, BARTLESVILLE, OK 74006-0000. Date and Time: 2/11/2017 3:31:00 PM

Other Information:

269201



Subscribed and sworn to before me this

13 day of Feb 2017

Notary Public Commission Exp.

(SEAL)

Undersigned declares under penalty of perjury that the foregoing is true and correct.

Name of Server

2/13/2017

(date)

**OUR FIRM FILE NUMBER:**

Client: DEPARTMENT OF SECURITIES County: Oklahoma

Case Number: CJ-2017-587

OKLAHOMA DEPARTMENT OF SECURITIES ET AL., -  
Plaintiff(s)

vs

JERROLD WAYNE MYERS, ET AL., - Defendant(s)

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
FEB 14 2017  
RICK WARREN  
COURT CLERK  
48

Date Served: 2/13/2017 2:25:00 PM

Served By: PERRY BELL (PSS-2015-11)

County of Origin: Oklahoma

### Proof of Service

Case Number: CJ-2017-587

DOCUMENTS SERVED: I, being duly sworn, certify that I received the forgoing, to wit:

- \*Summons with Petition
- \*Affidavit
- \*Application for Temporary Restraining Order
- \*Temporary Restraining Order

**METHOD OF SERVICE:**

And served the same according to the law in the following manner, to wit:

Personal Service by delivering a true copy of said process personally to GARY DOUGLAS WARLICK at 117 NE DEBELL AVE, BARTLESVILLE, OK 74006-0000. Date and Time: 2/13/2017 2:25:00 PM

Other Information:

269200

Subscribed and sworn to before me this

13 day of February, 2013

Notary Public [Signature] Commission Exp.



Undersigned declares under penalty of perjury that the foregoing is true and correct.

[Signature]

Name of Server

2/13/2017

(date)