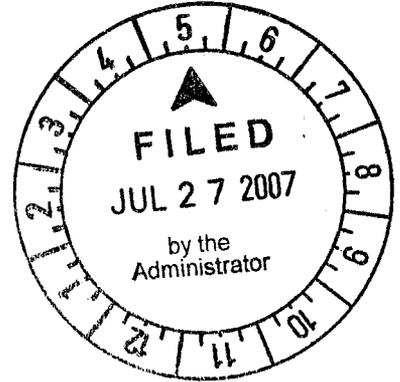


STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
THE FIRST NATIONAL CENTER, SUITE 860  
120 NORTH ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Motor Millions, LLC, Dean Graziosi,  
Robin Trainor, Blake Wright, and  
John Phelps,

Respondents.

ODS File No. 07-063

**ORDER TO CEASE AND DESIST**

On June 18, 2007, a recommendation to issue an order to cease and desist ("Recommendation") against Motor Millions, LLC (Motor Millions), Dean Graziosi (Graziosi), Robin Trainor (Trainor), Blake Wright (Wright), and John Phelps (Phelps) (collectively, the "Respondents"), was filed with the Administrator of the Oklahoma Department of Securities ("Department"). The issuance of such order is authorized by Section 814 of the Oklahoma Business Opportunity Sales Act ("Act"), Okla. Stat. tit. 71, §§ 801-829 (2001). On June 19, 2007, the Administrator of the Department issued a Notice of Opportunity for Hearing with the Recommendation attached ("Notice").

The Administrator of the Department, being fully advised in this matter, finds that the issuance of this order is in the public interest and does hereby adopt the Findings of Fact and Conclusions of Law set forth below.

**Findings of Fact**

1. Respondents did not file a consent to service of process with the Administrator of the Department.
2. The Notice was served on the Administrator of the Department on June 19, 2007, and mailed to the last known addresses of Respondents, by certified mail, return receipt requested, and delivery restricted to the Respondents. Each copy of the Notice was returned to the Department, and each was marked "Return to Sender, Attempted – Not Known, Unable to Forward."
3. No request for a hearing has been received by the Administrator.
4. Motor Millions is a limited liability company formed in the state of Arizona on June 22, 2001. At all times relevant hereto, Motor Millions was located at 405 West University Drive, #105, Tempe, Arizona.

5. Graziosi was the founder of Motor Millions. At all times relevant hereto, Graziosi was the spokesperson and a principal of Motor Millions.

6. At all times relevant hereto, Trainor, Wright and Phelps were sales agents for Motor Millions.

7. In or around February 2004, C. Foley (Foley), an Oklahoma resident, saw a television infomercial in which Graziosi touted the benefits of purchasing a program (the "Car Program") that would teach people techniques to operate a business buying and selling cars. The Car Program consisted of an audio tape and written literature. Graziosi represented that by using the techniques discussed in the Car Program, people would generate "a great deal of money." The cost of the Car Program was \$193.79.

8. On or about February 27, 2004, Foley telephoned Motor Millions at the number provided on the infomercial to inquire about the Car Program. Foley purchased the Car Program using a credit card. Motor Millions guaranteed purchasers that "[i]f for any reason you are not satisfied with your purchase [sic] of the Motor Millions Kit you have thirty days from the date you received it to return it for a full refund, less shipping and handling."

9. On or about March 2, 2004, Foley received a telephone call from Wright who offered her an additional program (the "Network Program") offered by Motor Millions. The Network Program, at a cost of \$2,950, was represented as providing purchasers with a website from which cars could be bought and sold. Purchasers were guaranteed a minimum of three thousand (3,000) visitors to their website each year and three percent (3%) of the selling price of each vehicle sold via the website.

10. On or about March 2, 2004, Foley purchased the Network Program and charged the cost of \$2,950 to her credit card.

11. On or about March 8, 2004, Foley was contacted by Trainor who offered Foley a third program (the "VIP Program") that, working in conjunction with the Network Program, would add a radio and television link to enhance her marketing efforts in buying and selling cars. On March 8, 2004, Foley purchased the VIP Program using her credit card to pay the purchase price of \$3,490.

12. On or about March 25, 2004, Phelps called Foley and offered her a fourth program (the "Masters Program") that consisted of twelve training sessions on how to conduct the car buying and selling business for the price of \$3,495. Further, Motor Millions represented that "technical support would be available every step of the way."

13. On March 25, 2004, Foley purchased the Masters Program and paid the purchase price of \$3,495 by credit card.

14. The following language was contained on the invoices sent to Foley for the Network, VIP and Masters Programs:

Risk Free 1 year Guarantee

If you list just 1 different car each month that's reasonably priced\* and you haven't made ALL OF YOUR MONEY BACK\*\* for your set-up fee for the website campaign we will refund you the difference.

\*As determined by NADA's guide, \*\*Simply call our office (800) 489-7300 30 days after the 11[sic] month and client relations can help you.

15. Foley paid a total of \$10,128.79 to Motor Millions to provide her with services and products to establish a business buying and selling cars.

16. Foley received approximately twenty (20) visitors to her website. In or around April 2004, Foley contacted Jay Nettles (Nettles), the sales manager of Motor Millions, and requested that her money be refunded since she was not getting the number of visitors to her website that she had been guaranteed.

17. Nettles agreed to give Foley a partial refund. He also told Foley that he would waive the requirement that she list at least one car a month to receive a full refund but advised Foley that she would have to wait until the eleventh (11<sup>th</sup>) month to obtain the remainder of the refund. In or around May 2004, Foley received a partial refund in the amount of \$2,950.

18. On or about September 14, 2004, Foley agreed to accept payment of the balance of her refund, in the amount of \$6,440, in equal installments of \$1,000 over five (5) months and a final payment of \$1,440 prior to March 15, 2005.

19. Between September 14, 2005, and July 25, 2006, Foley received additional refunds totaling \$2,600. Despite her repeated demands, Foley has not received the remainder of her refund from Motor Millions.

20. The Motor Million programs are not registered under the Act.

21. A written disclosure document was not delivered to Foley as required by Section 808 of the Act.

22. Respondents made the following untrue statements of material fact in connection with the offer or sale of a business opportunity in this state:

- a. that Foley would receive a full refund of the monies she paid to Motor Millions;

- b. that by using the techniques set forth in the Car Program, purchasers would generate "a great deal of money," when in fact there is no evidence to substantiate this claim; and
- c. that Foley would receive a minimum of three thousand (3,000) visitors to her website each year when in fact there is no evidence to substantiate this claim.

To the extent any of these Findings of Fact are more properly characterized as Conclusions of Law, they should be so considered.

### **Conclusions of Law**

1. Service was effected upon Respondents.
2. The programs offered and sold by Respondents are business opportunities.
3. Respondents offered and sold a business opportunity in and/or from the state of Oklahoma.
4. The offer and sale of the business opportunity by Respondents in and/or from this state without registration of the business opportunity under the Act is a violation of Section 806 of the Act.
5. The offer and sale of the business opportunity by Respondents in and/or from this state without providing the required disclosure document is a violation of Section 808 of the Act.
6. Respondents made untrue statements of material facts in connection with the offer and sale of a business opportunity in and/or from this state in violation of Section 819 of the Act.
7. Respondents engaged in acts and practices that operated as a fraud or deceit in connection with the offer and sale of a business opportunity in and/or from this state in violation of Section 819 of the Act.

To the extent any of these Conclusions of Law are more properly characterized as Findings of Fact, they should be so considered.

**IT IS HEREBY ORDERED** that Motor Millions, Graziosi, Trainor Wright and Phelps cease and desist from the offer and sale of business opportunities in and/or from this state.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 27th day of July, 2007.

(SEAL)



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IRVING L. FAUGHT, ADMINISTRATOR OF THE  
OKLAHOMA DEPARTMENT OF SECURITIES

CERTIFICATE OF MAILING

The undersigned hereby certifies that on the 30th day of July, 2007, a true and correct copy of the above and foregoing Order to Cease and Desist was mailed by certified mail, return receipt requested, delivery restricted, with postage prepaid thereon, addressed to:

Motor Millions, LLC  
405 W. University Dr., #105  
Tempe, AZ 85281-5587

Dean Graziosi  
405 W. University Dr., #105  
Tempe, AZ 85281-5587

Robin Trainor  
405 W. University Dr., #105  
Tempe, AZ 85281-5587

Blake Wright  
405 W. University Dr., #105  
Tempe, AZ 85281-5587

John Phelps  
405 W. University Dr., #105  
Tempe, AZ 85281-5587

  
Brenda London  
Brenda London  
Paralegal