

**STATE OF OKLAHOMA**  
**DEPARTMENT OF SECURITIES**



**ODS File No. 11-076**

*Respondent's Motion to Vacate - Number Three*

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

*In the Matter of:*

Richard W. Possett, Sr., d/b/a The Navigator Group,

Pro se Respondent

ODS File No. 11-076

**PRO SE RESONDENT'S, RICHARD W. POSSETT, SR., MOTION TO  
VACATE ORDER AND CLOSE COMPLAINT FILE WITH PREJUDICE  
NUMBER THREE**

TO: Mr. Irving L. Faught, Administrator  
Oklahoma Department of Securities  
120 North Robinson Ave, Suite 860  
Oklahoma City, OK 73102  
ATTENTION: Ms. Brenda London

Pursuant to Section 660:2-9-3 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Paragraph (c) Items (1) through (4) "Motions in General," Respondent hereby moves the Administrator to vacate the Order to Cease and Desist ("Order") and close the Complaint file with prejudice. The bases for this Motion are set forth in the accompanying Memorandum.

Dated this 20<sup>th</sup> day of September, 2012

**MEMORANDUM TO MOTION TO VACATE ORDER AND CLOSE**  
**COMPLAINT FILE WITH PREJUDICE**  
**NUMBER THREE**

**BACKGROUND**

1. On May 19, 2011, Complainant Blankenship filed a Complaint with the Oklahoma Department of Securities (“ODOS”) against Respondent Possett, attested to as accurate (*free from error especially as the result of care*). Complainant has from time-to-time updated her Complaint with additional documentation, more specifically the “Timeline and Summary of Gabriele Blankenship” a.k.a. “Timeline and Summary of Blankenship Investments” (“Timeline & Summary”) [Exhibit A].
2. On April 30, 2012, ODOS issued an Order to Cease and Desist (“Order”) to Respondent Possett.
3. On this date, September 26<sup>th</sup>, 2012, Respondent, in conjunction with this filing, has filed Motions to Vacate Number One and Two and a Request for Exemption.
4. Pursuant to Section 1-505 of the Act:

*“It is unlawful for a person to make or cause to be made, in a record that is used in an action or proceedings or filed under this act, a statement that, at the time and in the light of the circumstances under which it is made, is false or misleading in a material respect, or, in connection with the statement, to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it was made, not false or misleading.”*

5. Now comes, Respondent petitioning the Administrator to vacate the Order and close the Complaint file with prejudice.

## STATEMENTS OF FALSITY AND FACTS

The Complaint filed by Complainant Blankenship with ODOS, against Respondent Possett, was materially false and misleading through both her statements of commission and omission. These acts perpetrated upon ODOS by Complainant, through her attorney, were both dishonest and unethical and rendered the current proceedings irreparably biased and prejudiced against Respondent. Upon serious reflection, one can understand how ODOS might have come to their conclusion that Respondent “effected a transaction in securities” related to Complainant because a significant fact was omitted by Complainant rendering her Complaint materially false and misleading. It is factual that the retirement monies of \$357,931.00, in the absolute control and possession of Complainant, were spent by her on October 31, 2007. These retirement funds were commingled with personal savings and wire transferred by Complainant to effectuate the purchase of the subject property located in Alberta, Canada. Complainant admitted on December 30, 2011 in **PLAINTIFF’S [“Gabriele S. Blankenship”] RESPONSES TO DEFENDANT, RICHARD W. POSSETT, SR.’S INTERROGATORIES - [SET ONE]** on page thirteen (13) in paragraph (3) three [Exhibit B], to wit:

*“The primary source of this loan was Plaintiff’s Individual Retirement Account that is the subject of this lawsuit in the amount \$357,931.”*

The subject retirement funds were “spent, gone, and irretrievable” on October 31, 2007, weeks before the Custodial Agreement was executed by the parties. These retirement monies or any other funds never entered into the custodial accounts, custody or cash. Complainant’s personal actions made

it impossible for Respondent to have effected a transaction in securities for her benefit. This material omission by Complainant, alone and by itself makes the ODOS findings of fact and conclusion erroneous, false, and misleading.

It is Respondent's contention that if just this one fact had been honestly disclosed by Complainant, through her attorney, to ODOS, the "Findings of Fact" and "Conclusions of Law" in the matter would have been significantly different so as to render a sanction upon Respondent irrelevant, and therefore unnecessary. Please reference page 5 in paragraph 20 of the Timeline & Summary [Exhibit A].

As to the materially false and misleading statements of commission imbedded in Complainant's Complaint - Timeline & Summary, Respondent avers to the following:

Item No. 1

Initial Loan Transactions

FALSITY

The Guenther's were introduced to Ms. Blankenship by Richard Possett around 2006. The only apparently purpose of this early introduction was to propose Ms. Blankenship "fund" a real estate investment business to be operated by the Guenthers located in and around Tulsa [Exhibit A: Page 1 @ Paragraph 4].

FACTS

The initial direct lending transactions by and between Complainant Blankenship and the Guenthers were from the onset for real estate speculative purposes related to properties in Grande Prairie, Alberta, Canada. The first direct loan was

made on March 8, 2006 and was known as the Sonny Houses. The second direct loan was made on May 2, 2006 and was known as the Tiffany Houses [Exhibit C].

Item No. 2  
Property Owner and Straw Man

FALSITY

It appears, and very recent evidence shows, that the actual owner was Richard Possett and that Bruce Stewart was acting as a “straw man” [Exhibit A: Page 2 @ Paragraph 9].

FACTS

On November 14, 2007, the Albertan Register of Land Titles transferred title of the subject property from Rocky Mountain Financial Services, Ltd. to Jenks-Cochrane Properties, Ltd. Respondent never had an ownership interest whatsoever in the subject property [Exhibit D].

Item No. 3  
Compensation Arrangements

FALSITY

Investigations in 2011 indicate that Mr. Possett took “points” from the borrower as compensation for his “brokering” these loans. The arrangements between the borrowers and Mr. Possett were unknown to Ms. Blankenship until investigation in 2011 [Exhibit A: Page 2 @ Paragraph 12].

FACTS

The above statement by Complainant is blatantly false. Complainant Blankenship was fully aware of the financial arrangements by and between Dobson and Respondent Possett

as early as December 4, 2006. That fact was acknowledged by her on October 14, 2009 [Exhibit E].

Item No. 4  
Investment Opportunity

FALSITY

Richard Possett had “Vacationed” in Canada, and then approached Ms. Blankenship on April 3, 2007, regarding a “great” investment opportunity in Canada . . . [Exhibit A: Page 3 @ Paragraph 13].

FACTS

We have shown in “Item No. 1 - Initial Transactions” above, that Complainant was actively loaning money to the Guenthers in the first half of 2006 for land speculation purposes in the Canadian real estate market. Respondent has never vacationed in Canada. Furthermore, it was impossible for Respondent to approach Complainant on April 3, 2007 because he was in Canada on business [Exhibit F]. This business trip schedule is supported by an invoice dated April 9, 2007 and vouched by a paid check number 1149 on April 25, 2007 from Guenther Properties, LLC account at JPMorgan Chase Bank. The schedule is also supported by a Canadian Work Permit signed 05 FEB 2007 [Exhibit G].

Item No. 5  
Investigative Loan

FALSITY

Richard requested a loan of \$70,000 from Ms. Blankenship to be made to the Guenther’s to “investigate” the potential for

investing in property in Canada [Exhibit A: Page 3 @ Paragraph 13].

### FACTS

The purpose of the subject loan made on April 3, 2007 was for general corporate working capital needs, without conditions or stipulations, and was made directly by and between the Guenthers and Complainant Blankenship. We have shown in “Item No. 1 - Initial Transactions” above, that Complainant was actively advancing speculative monies to the Guenthers in the first half of 2006 for Canadian properties [Exhibit H].

### Item No. 6 Initial Canadian Trip

### FALSITY

Richard traveled to Canada to ‘look’ for potential property several times in 2007, including an initial trip in April and additional trips that same summer [Exhibit A: Page 3 @ Paragraph 14].

### FACTS

Respondent’s initial trip to Canada began on June 11, 2006 and ended on June 18, 2006. Furthermore, Respondent had three (3) additional trips to Canada before the alleged initial trip in April 2007 [Exhibit F].

Item No. 7  
Expense Reimbursement

FALSITY

Complainant claims . . . after later investigation was determined to have been funded via the initial \$70,000 loan from Ms. Blankenship [Exhibit A: Page 3 @ Paragraph 14].

FACTS

A simple review of the Guenther Properties LLC bank account statements at JPMorgan Chase Bank would have easily shown that the expense reimbursements could have actually come from a number of different funding sources [Exhibit I].

Item No. 8  
Property Specifications

FALSITY

Ms. Blankenship returned from this trip under the belief that “developed” or “semi developed” properties were being sought [Exhibit A: Page 3 @ Paragraph 15].

FACTS

It was clear from the outset that the subject property was located in an existing residential neighborhood. Furthermore, it was public knowledge that the subject property was semi-developed with major infrastructure in the forms of water, sewage, power, and streets [Exhibit J].

Item No. 9  
Spring Purchase Contract

FALSITY

This purchase contract was signed for the Seller by Bruce Stewart and Buyer's signature was Richard Possett . . . [Exhibit A: Page 4 @ Paragraph 16].

FACTS

An initial purchase contract was executed by and between Rocky Mountain Financial Services, Ltd. ("Seller") and ALTA-Trek Properties, Ltd. ("Buyer"), an entity completely owned and fully operated by the Guenthers, on June 12, 2007. Respondent signed the agreement "For Pamela D. Guenther by POA (*power of attorney*)" and "For Allan M. Guenther by POA (*power of attorney*)" witnessed by Mr. Art Squires, Agent and Buyer's Representative. The authorized signing officer for Rocky Mountain Financial Services, Ltd. was Bruce Stewart [Exhibit K].

Item No. 10  
Canadian Incorporation

FALSITY

In August of 2007, Richard commissioned the formation of a Canadian Corporation ("*Jenks Cochrane Properties*") that was owned by the Guenthers (49%), Henry Guenther (1%), and Brent Taylor (50%) . . . [Exhibit A: Page 4 @ Paragraph 17].

FACTS

Complainant's statement is preposterous and false. Respondent Possett did not have the power or authority "*to order to be made*" said corporation [Exhibit L].

Item No. 11  
Summer Purchase Agreement

FALSITY

Richard drafted a second purchase agreement (“Summer Agreement”) on August 24, 2007 offering \$430,000 [Exhibit A: Page 4 @ Paragraph 17].

FACTS

The Commercial Real Estate Purchase Contract was drafted and drawn up by and between the Sellers and Buyers Representatives as disclosed in paragraphs 15 and 18 of the subject agreement. The Spring Contract was superseded by the Summer Agreement and executed by and between Rocky Mountain Financial Services, Ltd. and Jenks-Cochrane Properties, Ltd. Respondent did draft or draw-up and did not have an ownership interest, direct or indirect, in the subject property at anytime whatsoever. [Exhibit M]

Item No. 12  
Respondent Remuneration

FALSITY

Further knowledge and belief indicates that Mr. Possett also got a “commission” or “Points for financing the sale [Exhibit A: Page 4 @ Paragraph 18].

FACTS

Respondent was not a party, principal, or agent, other than a business consultant to the Guenthers, to the purchase transaction. No evidence has been presented that substantiates this lie of “commission” and “points.” Evidence produced in this

matter has clearly shown that the financing of the subject property was done solely by Complainant with the Guenthers and Jenks-Cochrane. Please reference page 5 in paragraph 20 of the Timeline & Summary.

Item No. 13  
Funds Solicitation

FALSITY

Richard proposed that Ms. Blankenship might “solicit” funds from other third parties as required - an offer she flatly refused [Exhibit A: Page 4 @ Paragraph 19].

FACTS

Complainant Blankenship was a Marketing and Investment Consultant for Jenks-Cochrane Properties, Ltd. Complainant admits in an email to Brent Taylor on December 2, 2007 that . . . . “*I have been in contact with some potential investors (all are positive about the venture, but it’s another thing to have money in hand). One of the potential investors is Dave Tanner who married into the McElroy family.*” Furthermore, Complainant states in a General Affidavit at paragraph 5 dated April 24, 2008 that . . . . “*Throughout the latter part of 2007 and into early 2008, I had been personally collaborating with Possett on soliciting and procuring investment funds for the benefit of Jenks-Cochrane Properties from a private party network of potential investors.*” Finally, Complainant states in an email dated February 25, 2008, that . . . . “*Until there is a well thought out resolution, I will suspend seeking outside funds.*” [Exhibit N]

Item No. 14  
Loan-to-Stock Conversation

FALSITY

In January 2008, when repayment was unavailable, shares in the venture were offered in lieu of repayment [Exhibit A: Page 5 @ Paragraph 19].

FACTS

Discussions and negotiations, by and between Complainant Blankenship and the Guenthers relative to a possible loan-for-stock exchange pre-dated the purchase of the subject property as noted in a Promissory Note dated March 26, 2007 [Exhibit O]. Additionally, the custodial application form speaks to the custodianship of the preferred stock by Respondent for the benefit of Complainant. The agreement [Exhibit P] and application form [Exhibit Q] are dated November 16, 2007, weeks before the January 2008 bogus event.

Item No. 15  
Expense Reimbursements

FALSITY

Ultimately, the source of funding for these meals was Mrs. Blankenship's \$70,000 loan [Exhibit A: Page 5 @ Paragraph 21].

FACTS

An elementary analysis of the Guenther Properties LLC bank statements at JPMorgan Chase Bank would have easily shown that the expense reimbursements could have actually come from a number of different funding sources [Exhibit I].

Item No. 16  
Property Development

FALSITY

On December 27, 2007, Ms. Blankenship wrote a \$120,000 check to the Guenther's as a loan to fund the development of the subject property [Exhibit A: Page 5 @ Paragraph 22].

FACTS

This narrative is distinctly different than the spurious assertion made by Complainant, through her attorney, in Complainant's response to interrogatories on page 12 in paragraph 2 [Exhibit B].

Item No. 17  
Requested Repayments

FALSITY

In January of 2008, Ms. Blankenship requested repayment of the purchase "loan" as promised. Mr. Possett indicated that repayment would not be possible, instead offering to create a "custodial" agreement placing Jenks Cochrane stock ("357,931 shares of Jenks Cochrane Properties, Ltd., Series A @ 12% preferred stock) in an IRA for her benefit [Exhibit A: Page 6 @ Paragraph 26].

FACTS

The Custodial Agreement makes no reference whatsoever to loans, repayments, or an IRA, whether qualified or non-qualified or taxable, deferred, or deductible. The Custodial Agreement makes no mention of Jenks-Cochrane preferred stock [Exhibit P].

Item No. 18  
Custodial Account Number

FALSITY

This document was to be backdated to November 17, 2007 [Exhibit A: Page 6 @ Paragraph 26].

FACTS

The Custodial Agreement was signed, sealed, and delivered on November 16, 2007 by and between Complainant and Respondent [Exhibit P].

Item No. 19  
Custodial Account Number

FALSITY

Mr. Possett . . . . . issued Ms. Blankenship account number 7TNG-214938 [Exhibit A: Page 6 @ Paragraph 26].

FACTS

The Custodial Application was signed and dated “11-16-2007” by Complainant, but delivered to Respondent on Friday, June 6, 2008. The application was obsolete on February 20, 2008 due to the refusal of Respondent to accept monies into the custodial accounts because of unresolved tax and regulatory issues. Respondent did not acknowledge the application or issue an account number. The account number was provided by Complainant in her own hand. Respondent has no idea of the significance or where the number originated [Exhibit Q].

Item No. 20  
Blankenship Positions

FALSITY

March 3, 2008, Ms. Blankenship assumes the conditional role of chairman based upon her immediate receipt of documents, including plans, financials, timelines, and past spending. A full accounting was then demanded [Exhibit A: Page 7 @ Paragraph 30].

FACTS

Complainant Blankenship unconditionally agreed to and was appointed Chairperson of the Board of Directors and CEO, CFO, and CAO of Jenks-Cochrane Properties, Ltd. on February 29, 2008 [Exhibit R].

Item No. 21  
Possett Compensation

FALSITY

It was also revealed at this time, that Possett was in fact receiving . . . . \$1,500 per month for his wife; \$10,000 per month as “CEO” of Jenks Cochrane; . . . . (This totals far in excess of \$17,500 [US] per month) [Exhibit A: Page 7 @ Paragraph 32].

FACTS

Respondent Possett resigned as an Officer and Director of Jenks-Cochrane Properties, Ltd. on February 29, 2008 obviously forgoing all relevant remuneration for himself and his spouse, including the \$1,500 accounting fee and the \$10,000.00 of deferred compensation [Exhibit S].



Item No. 24  
Guenther v Possett

FALSITY

Investigation in 2011 shows that Richard did not use the \$70,000 loan as agreed. Instead, Richard utilized these funds to initiate litigation against the Guenthers for “breach of contract” for failing to pay his compensation [Exhibit A: Page 9 @ Paragraph 40].

FACTS

Respondent did not use the money (\$70K) for Case No. CJ-2008-03966 in the District Court in and for Tulsa County, State of Oklahoma and did not initiate the lawsuit. The cause of action was inaugurated by the Guenthers [Exhibit U].

Item No. 25  
Dispute Resolution & Settlement

FALSITY

March 18, 2008, Richard creates “settlement” documents to resolve the disputes between himself, Ms. Blankenship and the Guenthers. Richard convenes a meeting in Tulsa, and demands signatures by all present. A heated and contentious argument ensues, which extends for hours into the night [Exhibit A: Page 8 @ Paragraph 37].

FACTS

Complainant’s characterization of the dispute resolution and settlement process of March 18, 2009, by and between herself, the Guenthers, and Respondent, in the Complaint, attested to

as accurate (*conforming exactly to truth*), is a tale of four (4) stories.

1. Story #1: Additionally, the statement that Richard emailed you (release), was where I negotiated with the Guenthers on his behalf . . . Richard pulls out this paper at 11:00 pm that if the Guenthers didn't fulfill their obligations, that I would be liable and could not sue him. That piece of paper was signed under duress after a lot of shouting [Exhibit V].
2. Story #2: March 18, 2008, Richard creates "settlement" documents to resolve the disputes between himself, Ms. Blankenship and the Guenthers. The ventures "documents" and records had not been received or reviewed at this time. Richard convenes a meeting in Tulsa, and demands signatures by all present. A heated and contentious argument ensues, which extends for hours into the night. Ms. Blankenship, struggling with her extensive travel and mother's declining health, relents and signs in the wee hours of the morning. Please reference page 8 in paragraph 37 [Exhibit A].
3. Story #3: That the Defendant (*Respondent*), did, months before, approached the Plaintiff (*Complainant*) on the 18<sup>th</sup> day of March, 2009, demanding that she execute a General Release and proceeded to engage the Plaintiff (*Complainant*) in a six (6) hour marathon argument regarding this issue resulting in the Plaintiff (*Complainant*) signing the Release. Reference Plaintiff's First and Amended Petition, attested to as true and correct, at page 7 in paragraph 47 [Exhibit W].
4. Story #4: That the Defendant (*Respondent*), after it had become abundantly clear that his project was being exposed to the Plaintiff (*Complainant*) in all of its misrepresentations, the Defendant (*Respondent*) did, on the 19<sup>th</sup> day of March, 2009, present himself at the residence of the Plaintiff (*Complainant*) and proceeded to

make demands upon the Plaintiff (*Complainant*) regarding the nature of the project and its failures and demanded that the Plaintiff (*Complainant*) sign the General release which he now seeks to have the Court validate in order to absolve himself from any obligation to the Plaintiff (*Complainant*); That this marathon event lasted for a period of 6 hours well into the morning; That the Plaintiff (*Complainant*) was so mentally and physically distressed due to the nature of these events that had literally raped her resources to the sums of close to \$745,000.00 due to the representations of the Defendant (*Respondent*) that she gave in and signed the document proffered by the Defendant (*Respondent*) as a General Release under extreme duress. Reference Plaintiff's First and Restated Amended Petition at page 11 and 12 in paragraphs 93, 94, and 95 [Exhibit W]. Complainant admits in her responses to Respondents requests for admission, the following:

*Admit that Defendant (Respondent) has never personally visited, been to, or met with you (Complainant) at your (Complainant) residence located at 2223 South Delaware Avenue, Tulsa, OK 74114. Plaintiff's (Complainant) Response to Request for Admission No. 8: Admitted.*

**[Exhibit X]**

The dispute resolution and settlement matter was a well thought-out and professional process executed in good order [Exhibit Y]. Complainant was the mediator of and a benefiting party to the dispute resolution and settlement. The terms and conditions in the documents were negotiated and drafted over a protracted period of time (6 to 8 weeks) by and between all of the parties. A comprehensive settlement took place in Jenks, Oklahoma on March 18, 2009. The closing was effectuated by

Complainant through “shuttle-settlement” with complete accord and satisfaction by and between all of the parties [Exhibit Z].

### ARGUMENT

1. Respondent points out to the Administrator that it was the Complainant, through her attorney, that brought these materially false and misleading statements into the proceedings and attested to them as being accurate (*conforming exactly to truth*). Respondent has cited twenty-five (25) false and misleading statements in this motion, but has not noted an additional twenty (20) deceptive presentments made by Complainant in her Complaint - Timeline & Summary.

2. The statements made by Complainant, through her attorney, in the Complaint - Timeline & Summary dated May 19, 2011, were on the whole deceptive and fallacious. One or two false statements could be dismissed as accidental errors and/or omissions. One may say that individually the falsehoods, taken one-by-one in a vacuum, are immaterial and irrelevant. It is not necessarily a single or separate falsity that is truly germane to this matter. It is the cumulative effect of Complainant’s spurious statements that makes the filing outrageous. Complainant’s actions taken individually and in totality make her Complaint materially false and misleading.

3. Complainant’s exuberant prevarications, through her attorney, whether material or nonessential, in the aggregate, are parlously pervasive in the Complaint as to render the proceedings contaminated against Respondent. Her materially false and misleading statements have irreparably biased and prejudiced the proceedings contra Respondent so as to make a just and fair outcome improbable, if not impossible.

4. The fallacious substance along with the tone and tenor of the Complainant - Timeline & Summary narrative has significantly biased the proceedings against Respondent. The mendacity of the Complainant, through her attorney, is appalling. It is frightening and despicable to even think that ODOS would tolerate this type of egregious behavior. The numerous fabrications are relevant to these proceedings because they speak to Complainant's character and credibility. Furthermore, it is important because there is an extremely high probability that its false content and noise have prejudiced the outcome of these proceedings unfavorably against Respondent. The evidence shows that Complainant's statements in her Complaint are not true, exact, accurate, and correct. The ODOS Enforcement Officer has admitted that the findings of fact are based entirely on evidence obtained by ODOS from Respondent and Ms. Blankenship.

5. The nature of the "Findings of Fact" in the Order is '*prima facie*' confirmation that ODOS was unduly influenced by Complainant's materially false and misleading statements filed in her Complaint - Timeline & Summary against Respondent, through her attorney, attested to as accurate (*true and correct*). It seems curious and odd that after numerous requests by Respondent that ODOS has still failed to produce the original Complaint Questionnaire [Exhibit A-1]

6. Complainant, through her attorney, has passed to the Administrator legal filings related to an ongoing lawsuit filed by Complainant against Respondent. Those documents contain many of the same falsehoods and omissions as cited in the Timeline & Summary. Some may be irrelevant to the matter of whether Respondent acted as an unlicensed broker-dealer in the State of Oklahoma. Since Respondent was not interviewed or

given an opportunity to clarify and respond to these falsehoods and omissions, prior to the filing of the Order by ODOS, it is manifest that ODOS materially relied upon this false and misleading information as a basis of their findings and actions.

7. Complainant Blankenship has filed this spurious Complaint against Respondent in order to further her case in Civil Court.

8. ODOS was so jaundiced by Complainant's materially false and misleading statements filed in her Complaint, through her attorney, that they went in search of a sanction, no matter how arcane, after nearly one year of investigation. Holy moly me oh my, Respondent must have done something wrong, so let's go find it. During the investigation, Respondent was never asked to be interviewed to tell the rest of the story.

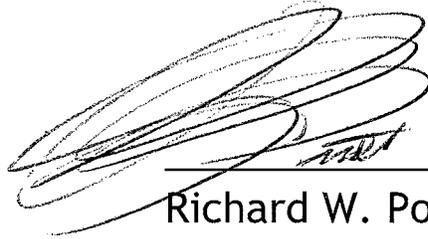
9. Complainant's mendacious misrepresentations, attested to as exact and free from error, in her Complaint against Respondent, made through her attorney, have so badly tainted the proceedings as to hopelessly bias the "Findings of Fact" against Respondent yielding the conclusions highly prejudicial. Individually and the cumulative effect of Complainant's deceitful statements in the Complaint has rendered her ODOS filing materially false and misleading. Because Complainant's actions upon Respondent, through the Administrator, are so egregious, the Complaint must be rejected; Complainant, along with her attorney, sanctioned; and, the Order vacated and file closed with prejudice. This must be done as a matter of manifest justice.

### CONCLUSION

For the reasons stated above, Respondent's Motion to Vacate Order and Close File with Prejudice Number Three should be granted.

Respectfully Submitted

Dated this 7<sup>th</sup> day of September, 2012



Richard W. Possett, Sr.  
Pro se Respondent  
1413 North Lakeside Drive  
Andover, KS 67002-7415  
Cell: (316)-737-2993  
Fone: (316)-733-5456  
Email: rpossett@att.net

### CERTIFICATE OF SERVICE

I hereby certify that I served, on this 7<sup>th</sup> day of September, 2012, a true and correct copy of Respondent's, Richard W. Possett, Sr., Motion to Vacate Order and Close Complaint File with Prejudice Number Three and Memorandum on the Administrator of ODOS, by mailing it, first class mail, sufficient postage attached thereon to:

Mr. Irving L. Faught, Administrator  
Oklahoma Department of Securities  
120 North Robinson Ave, Suite 860  
Oklahoma City, OK 73102  
ATTENTION: Ms. Brenda London

A handwritten signature in black ink, appearing to read "R. Possett, Sr.", is written over a horizontal line.

Richard W. Possett, Sr.  
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