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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

DEAN T. SMITH,

Plaintiff,

v.

DENNIS BREWER, an individual domiciled in
New Jersey; WINNETT PERICO, INC., a
Colorado corporation, d.b.a.
WINNETTORGANICS; WINNETTORGANICS,
a business entity of unknown type;
WINNETTORGANICS CATTLE COMPANY,
INC., a Colorado corporation; WINNETT
CATTLE COMPANY, INC. a Colorado
corporation; DOES 1 through 100,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES, SPECIFIC
PERFORMANCE AND INJUNCTIVE
RELIEF**

JURY TRIAL DEMAND

Plaintiff Dean T. Smith ("Smith") hereby alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 because the amount in controversy exceeds \$75,000, exclusive of interest and cost, and diversity exists among the parties.
2. This Court has personal jurisdiction over the Defendants because they conduct substantial business in the State of California, have sufficient minimum contacts with the State, and otherwise avail themselves of the financial markets in this State and targeting California investors through promotion, sale, and marketing, of their investment and equity investment services in this State; along with selling their products in this state. Thus, defendants conduct substantial sale of equities and commerce and product

1 distribution in this state, so as to render the exercise of jurisdiction by this Court permissible under
2 traditional notions of fair play and substantial justice.

3 3. Venue properly lies in this district because defendant corporations are "deemed to reside in any
4 judicial district in which [defendants are] subject to personal jurisdiction;" and because Defendants
5 conduct substantial business in this judicial district.

6 4. Venue is proper in the United States District Court for the Eastern District of California,
7 Sacramento Division pursuant to 28 U.S.C. 1391(b)(2) because a substantial part of the events or
8 omissions giving rise to the claim occurred in this judicial district, which is the sale of equities and beef
9 products.

10 5. Defendants DENNIS BREWER, WINNETT PERICO, INC. d.b.a. WINNETTORGANICS,
11 WINNETTORGANICS, WINNETTORGANICS CATTLE COMPANY, INC., and WINNETT
12 CATTLE COMPANY, INC. all advertise and actively promote their businesses nationally, collectively,
13 and acting as one single business, and have sufficient contacts within the State of California to subject
14 them to this Court's personal jurisdiction and venue in this state.

15 **PARTIES**

16 6. Plaintiff DEAN T. SMITH ("plaintiff" or just "SMITH") is an individual residing in the city of
17 Auburn, County of Placer, California.

18 7. Defendant DENNIS BREWER ("BREWER") is an individual residing in several locations,
19 including, but not limited to, New Jersey, New York, Arizona, and Colorado.

20 8. Defendant WINNETTORGANICS is a business entity of unknown type, and is located at
21 Loveland, Colorado, and selling securities in California. Compl. Appendix 14.

22 9. WINNETT PERICO, INC. is a Colorado corporation selling, transporting and marketing beef
23 products in the State of California.

24 10. WINNETT PERICO, INC. offers securities for sale in the State of California, and therefore subject
25 California law on the sale of securities within California.

26 11. Defendant WINNETT CATTLE COMPANY, INC. is a Colorado general stock corporation with
27 its headquarters at 1635 Foxtrail Drive, Loveland, CO, 80538, with a mailing address of 12725 W Indian
28 School Rd. E-101, Avondale, Arizona, 85392.

12. Defendant WINNETT PERICO, INC. is a Colorado general stock corporation headquartered at 1635 Foxtrail Drive, Loveland, CO, 80538, with a mailing address of 12725 W Indian School Rd. E-101, Avondale, Arizona, 85392.

13. WINNETTORGANICS CATTLE COMPANY, INC., is a Colorado general stock corporation with its principal office street address at 1635 Foxtrail Drive, Loveland, CO 80538 and its mailing address at 12725 W Indian School Rd. E-101, Avondale, Arizona, 85392. The Registered Agent is WINNETT PERICO, and its street address is 1635 Foxtrail Drive, Loveland, CO 80538 with the Registered Agent mailing address being 450 Island Road 35, Ramsey, NJ 07446.

14. BREWER is the Chief Executive Officer at WINNETT CATTLE COMPANY located in the Greater New York City Area. Compl. Appendix 1.

15. BREWER is also the Chief Executive Officer of WINNETT CATTLE COMPANY, INC. located at 1210 City Place, Edgewater, NJ 07020 and Avondale, AZ. Compl. Appendix 19-20.

16. BREWER is also the Director, Shareholder, and President of defendant WINNETT PERICO, INC. with an address of 450 Island Road 35, Ramsey, NJ 07446. Compl. Appendix 19.

17. In addition, WINNETT PERICO has offices and operations located in Colorado, New York, Arizona and South Dakota.

18. BREWER is the Chief Executive Officer of each and every business entity and business name commonly linked with the name "WINNETT" herein.

19. DENNIS BREWER is the alter ego of WINNETT PERICO, INC., which, based upon information and belief, owns the majority of shares of stock and/or ownership interest in a WINNETTORGANICS, WINNETTORGANICS CATTLE COMPANY, INC., and WINNETT CATTLE COMPANY, INC.

20. DENNIS BREWER operates his corporate entities (i.e. WINNETT PERICO, INC., a Colorado corporation, d.b.a. WINNETTORGANICS; WINNETTORGANICS, a business entity of unknown type; WINNETTORGANICS CATTLE COMPANY, INC., a Colorado corporation; WINNETT CATTLE COMPANY, INC. a Colorado corporation) as though he is a sole proprietor, without maintaining any corporate formalities which would protect shareholders and investors; instead, BREWER retains ownership even though others, including plaintiff, are supposed to be shareholders and equity holders.

21. Defendants DENNIS BREWER, WINNETT PERICO, INC., WINNETTORGANICS,

WINNETTORGANICS CATTLE COMPANY, INC., WINNETT CATTLE COMPANY, INC. are herein after referred to jointly as “WINNETT” or “defendants”.

GENERAL ALLEGATIONS

22. Each of the defendants is the alter ego of the other, and transact business jointly under a single umbrella simply known as “WINNETT”, “WINNETT PERICO” or “WINNETTORGANICS”. Compl. Appendix 14-17.

23. Defendants use the same logo for each entity. (e.g. compare WINNETTORGANICS logo found at Compl. Appendix 1 and 14 with Winnett Cattle Company at Compl. Appendix 39.)

24. WINNETT solicits and sells securities to California investors.

25. WINNETT transacts business in California as a provider of securities.

26. WINNETT is a company with decentralized operations and no headquarter or principal place of business, but sells securities nationwide, and targeting the agricultural organic market in California with both its product and sale of its equities.

27. WINNETT has made applications to conduct cattle business in multiple states, such as South Dakota, Nevada, Colorado and Arizona.

28. BREWER is the agent of WINNETT, specifically charged by WINNETT, to administer WINNETT’s securities offered in California.

29. Prior to July 26, 2018, BREWER was soliciting investors in California as California was the organic farming and agricultural hub of the United States, with impetus being that California investors are more likely to invest in organic farming than investors in other states.

30. BREWER’s model for soliciting investors was to target California investors which tend to be 1) more socially conscience, investing in green businesses, and 2) the organic farmers in California push investors into investing in the organic market; thus making it more likely that Californians would invest in businesses which focus on organic farming products, such as “Organic Fruits and Vegetables” (Compl. Appendix 7),and “Iceberg Lettuce”, “Bell Pepper”, “Tomato”, “Celery”, and “Cucumber”. Compl. Appendix 47.

31. In targeting California investors, Defendants would frequently utilize California climate and geography for a comparable. Compl. Appendix 9 (“Organic Production Capabilities”). For example,

defendants would frequently state that the farmable is comparable to “mid-altitude desert similar to central California” and “high altitude desert similar to Tehachapi, California”. The use of this language was very specific to target California’s investors who have already invested in California’s organic food sources.

32. Defendants, advertise and sell securities to, borrow money from, and contract with individuals domiciled in California.

33. Defendants utilize different business addresses throughout the United States, with a complete lack of continuity or centralized operation.

34. Defendants have no principal place of business, but instead operate in an amorphous state. Public records list multiple locations, such as CEO located in “New York Area” (Compl. Appendix 20), New Jersey (Compl. Appendix 19, 30), Colorado (Compl. Appendix 19), and Arizona (Compl. Appendix 18, 19).

35. Defendants Agricultural sales are in the “western US” (Compl. Appendix 41).

36. Most of defendants’ cattle business (beef products) are sold to Costcos in California. Compl. Appendix 40.

37. The single individual orchestrating the funding for defendant entities is BREWER.

38. BREWER’s focus on seeking California investors is that California was not only the most populous state (40 million) but was and is the hub of the organic food industry. <https://www.pewresearch.org/fact-tank/2019/01/10/organic-farming-is-on-the-rise-in-the-u-s/> (“California had by far the most certified organic farms in 2016, with 2,713. Its nearly 1.1 million acres of organic farms represented 21% of all U.S. certified organic land.”)

39. Plaintiff is a green investor, focusing his investments on organic and sustainable farming. This was expressed to BREWER, and BREWER made representations coupled with the PowerPoint (Compl. Appendix 1-12) that the focus of the business model was on organic produce, and not beef.

40. When contacted by BREWER, BREWER, under the guise of “WinnettOrganics”, targeted plaintiff in particular, and Californian’s in general, with a PowerPoint presentation that WINNETTORGANICS was an “Organic Fresh Food Specialists”, and the mention of any “cattle” business was in passing.

41. BREWER knew the demographics of investors in the organic produce market are different than those in the cattle business in general. (e.g. vegetarians v. meat eaters)

42. Beginning in 2016 and prior to July 26, 2018, plaintiff responded to an online advertisement for the purchase of securities in an organic farming and sales operation of produce called WINNETORGANICS.

43. Plaintiff invested \$100,000 into the operation, per the Power Point marked as Compl. Appendix 1-12.

44. Beginning in 2016 and prior to July 26, 2018, BREWER clearly represented to plaintiff that the investment was in WINNETORGANICS, and that the business was focused on organic farming of produce, and not the beef and/or cattle.

45. Prior to July 26, 2018, the first Power Point (Compl. Appendix 1-10), was plant produce based.

46. When plaintiff invested on July 26, 2018, plaintiff was only interested in investing in Hydroponic and/or Organic produce.

47. Prior to July 26, 2018, in emails and/or on telephone BREWER falsely represented that defendants had about \$11,000,000 in funding and that he was seeking investors for the organic produce business. A business prospectus was also circulated to the general public showing the false financial statement.

48. In addition, WINNETTORGANICS was in actuality WINNETT PERICO, INC., a company owned and controlled by BREWER.

49. Because BREWER made representations the he acquired other multimillion-dollar investors coupled with the representations as presented (e.g. Compl. Appendix 1-12) to plaintiff that the investment was in a plant based organic business concern; plaintiff entered into a contract in California with defendant WINNETT PERICO and BREWER. See Compl. Appendix 13.

50. Prior to July 26, 2018, BREWER produced prospectus material to the public in general, and plaintiff in particular, stating that defendants had \$11,000,000 in funding.

51. However, currently, defendants are publishing documents stating they only have \$250,000 invested, and new prospectus documents show that the focus is on organic beef, and not produce.

52. After July 26, 2018, defendants ceased its operations in Organic Produce went to only beef. When questioned on this, BREWER told plaintiff “Well I am going to do beef”. Had BREWER disclosed this fact, plaintiff would have never invested with defendants. See March 2018 “WCC Investor Intro 2”, Compl. Appendix 31-35.

53. Based upon the false representations of BREWER, on or about July 26, 2018, BREWER and plaintiff entered into a contract whereby Plaintiff would fund \$30,000 to defendant WINNETT PERICO, to protect his initial investment.

54. WINNETT PERICO would grant a seven-year Preferred Stock options for 147,000 shares at \$1.67 to Plaintiff. Stock certificates were to be delivered in California.

55. WINNETT PERICO had 6 months (January 26, 2019) to repay the following:

a. \$30,000 + \$1,000 interest

b. \$5,000 + \$1,000 personal loan + agree and 9% (Original funding March 2017) interest compounded.

56. It was further agreed that if the deadlines were not met by January 26, 2019, plaintiff's company shares default to 20% ownership and share of ownership increase 1% each corresponding month after January 26, 2019.

57. A final condition was that if the repayments were not complete by August 1, 2019; plaintiff would be granted a 51% controlling interest in WINNETT PERICO, and that plaintiff would assume full operational control over entity defendants, and that headquarters would be centrally located in California.

58. The controlling interest would revert the shares of stock to plaintiff, resulting in all business operations to be run out of California, and the defendant entities would be registered as foreign business entities transacting business out of California.

59. Plaintiff has complied with all obligations under the agreement.

60. Defendants have failed to comply with all obligations under the agreement.

61. Defendants have an obligation to deliver 51% of the company shares of stock to plaintiff in California.

62. Plaintiff is ignorant of the true names and capacities of defendants sued herein as DOES 1–100, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained. (Plaintiff is informed and believes and thereon alleges that each of the fictitiously named defendants is responsible in some manner for the occurrences herein alleged, and that plaintiff's damages as herein alleges were proximately caused by their conduct.)]

**FIRST CAUSE OF ACTION
(BREACH OF CONTRACT)**

63. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

64. On or about July 26, 2018, at Auburn, County of Placer, California, plaintiff and defendant entered into a written agreement, a copy of which is attached as Compl. Appendix 13 and made a part of this pleading or plead contract according to its legal effect or set it forth in its exact words.

65. Plaintiff has performed all conditions, covenants, and promises required on his part to be performed in accordance with the terms and conditions of the contract.

66. On or about June 12, 2019, plaintiff requested that defendants perform their obligations under the contract, for repayment plus 51% of shares stock promised per the contract if payment of the note is not made, which would have also covered plaintiff's initial \$100,000 investment.

67. Defendant breached the contract by failing to comply with the terms spelled out.

68. As a result of defendants' breach of the contract, plaintiff has been damaged in a sum in excess of \$100,000, plus interest.

**SECOND CAUSE OF ACTION
(SPECIFIC PERFORMANCE)
(SPECIFIC PERFORMANCE, CAL. CIV. CODE 3392)**

69. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

70. Plaintiff and BREWER each individually signed the contract.

71. Plaintiff has performed all obligations under the Agreement.

72. Defendants have failed to perform all their obligations under the contract.

73. Plaintiff is entitled to a 51% ownership in WINNETT by way of shares owned by BREWER.

74. Plaintiff requests an order that 51% ownership in WINNETT be turned over to plaintiff.

THIRD CAUSE OF ACTION
(DECEPTIVE TRADE PRACTICES AND FALSE ADVERTISING BUS. & PROF.C. §§ 17200
AND 17500.
(INDIVIDUALLY AND ON BEHALF OF THE PUBLIC) [CLASS ACTION] [INJUNCTIVE
RELIEF ONLY])

75. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

76. No person may publish an advertisement in California concerning any security sold or offered for sale in California if the offering must be qualified in California, unless a copy of the advertisement has been on file with the Commissioner for at least three days or a shorter period of time that may be authorized by the Commissioner [Corp. Code § 25300].

77. WINNETT is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Colorado with no principal place of business.

78. Plaintiff is informed and believes and thereon alleges that BREWER was, at all times herein mentioned, the CEO of defendant entities, was acting as the agent of defendants, and in doing the things herein alleged was acting within the course and scope of such agency and with the permission and consent of defendant entities.

79. Beginning in or about 2015 and continuing to the present time, defendants have engaged in advertising to Californians, including plaintiff, and offering securities for sale in WinnettOrganics, an organic produce farmer and supplier. The advertisements are disseminated to and received by the public in California.

80. Defendants have engaged in the advertising herein alleged with the intent to directly or indirectly sell securities described herein and/or to induce the public to enter into obligations relating to an investment in defendants' operations described herein.

81. Defendants' advertising was untrue and misleading and likely to deceive the public in that WinnettOrganics was advertise as an organic farmer and supplier of plant produce when it was really involved in the cattle business.

82. In making and disseminating the statement(s) herein alleged, defendants knew, or by the exercise of reasonable care should have known, that the statement(s) was/were untrue or misleading and so acted in violation of Business and Professions Code Section 17500. Defendant's advertising further violates

1 false-advertising statutes, Bus. & Prof. Code §§ 17500.5–17577.6.

2 83. Plaintiff has suffered injury in fact and has lost money as a result of the violations alleged above
3 in this complaint, in that plaintiff invested over \$100,000 into organic produce farming, and not the cattle
4 business.

5 84. Unless restrained by this court, defendants will continue to engage in untrue and misleading
6 advertising in California, as alleged above, in violation of Business and Professions Code Section 17500
7 (and in violation of one or more of remaining false advertising statutes, Bus. & Prof. Code §§ 17500.5–
8 17577.6]), thus tending to render judgment in the instant action ineffectual. Plaintiff has no adequate
9 remedy at law in that defendants (name) will continue to engage in untrue and misleading advertising, as
10 alleged above, in violation of Business and Professions Code Section 17500 and in violation of Bus. &
11 Prof. Code §§ 17500.5–17577.6, thus engendering a multiplicity of judicial proceedings.

12 85. Plaintiff seeks equitable injunctive relief prohibiting further deceptive practices of selling
13 securities in California. Injunctive and other equitable relief, including restitution, available in actions for
14 violation of Bus. & Prof. Code§ 17500 et seq. Bus. & Prof. Code §§ 17203, 17204, 17535

15 86. Plaintiff also seeks attorney fees as a cost of bringing said action on behalf himself and the public.

16 **FOURTH CAUSE OF ACTION**
17 **(FRAUD)**

18 87. Plaintiff hereby incorporates each and every one of the above allegations by reference as though
19 fully set forth herein.

20 88. At the time defendants made the representations herein alleged, defendants knew the
21 representations were false.

22 89. Defendants made the misrepresentations herein alleged with the intention of depriving plaintiff of
23 property or legal rights or otherwise causing injury, and was guilty of fraud.

24 90. As a proximate result of defendant’s intentional misrepresentations, plaintiff was induced to spend
25 in excess of \$100,000 on defendants’ organic produce.

26 91. Defendants intentionally mislead plaintiff and the public as to the true nature of their operations
27 wherein they just act as a conduit for funneling money to various entities, which in turn are used to pay
28 BREWER personally out of plaintiff’s investment.

92. Defendants fail to provide an accounting as to where the money is going and refuse to hand over stock per the agreement.

93. Defendants intentionally failed to disclose that plaintiff's investment would be converted and used to fund separate entities and pay for those debts, as well as excessive salaries for individually named defendant BREWER.

94. At the time of the investment, BREWER presented the following facts, assurances, promises, and guarantees (this list is in addition to those stated above in the body of the complaint):

- (a) Investment money would not be used for any other projects or transferred to any other entities, other than for the sole and exclusive use of Organic Produce.
- (b) A return on the investment would be realized within one year.
- (c) Quarterly updates.
- (d) Disbursements per contract or stock.
- (e) An "Investor Profile Summary" to be provided.
- (f) All investment funds would not be commingled with any other entities or projects or spent on cattle or beef.
- (g) Accountings, including profit and loss statements, would be provided upon request.
- (h) Advising plaintiff, he was in a senior position to be paid out first, before all other equity investors.

95. All the above promises, representations, and conditions were knowingly false, and made with the intent to mislead Plaintiff.

96. Defendants were under a duty to disclose the true facts to plaintiff.

97. Defendants intentionally concealed and suppressed the facts with the intent to defraud Plaintiff.

98. Plaintiff was unaware of the true facts and would not have invested into Defendants' projects had the truth been stated.

99. As a direct and proximate result of the concealment and suppression of the facts, Plaintiff has sustained damage in the devaluation of his investment and loss of his capital contribution and loans.

100. Plaintiff seeks damages according to proof, including the depreciable value of the investment.

101. Plaintiff is entitled to emotional distress damages due to shock to his nervous system by such

outrageous conduct on the part of Defendants.

102. Plaintiff is entitled to consequential damages, including, but not limited loss of profit.

103. To deter further fraudulent conduct, Plaintiff's further seek punitive damages.

**FIFTH CAUSE OF ACTION
CONVERSION**

104. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

105. Defendants unfair and false methods of business and deceptive acts or practices undertaken in the above described transactions intended to result or which results in the sale of investments to any consumer and plaintiff's under false pretenses, whereby investment funds are used for purposes other than what was represented.

106. Defendants falsely represented that they farm organic produce, when in actuality they merely broker, and converted funds of Plaintiff to be used for other ventures and debts, unrelated to Plaintiff's investment.

107. Defendants acted more as a lending institution than a producer of organic produce as they produced nothing.

108. Defendants have a fiduciary duty to not commingle funds, nor to use Plaintiff's money to pay for other projects other than what was designated for (i.e. Organic Produce).

109. Defendants intentionally failed to disclose the conversion and pirating of funds from the organic produce investment.

110. Defendants were under a duty to disclose the facts to the plaintiff.

111. Defendants intentionally concealed and suppressed the fact with the intent to defraud Plaintiff.

112. Defendants intentionally failed to disclose the above facts of breach.

113. Defendants were under a duty to disclose the fact to plaintiff.

114. Defendants intentionally concealed and suppressed the fact with the intent to defraud Plaintiff.

115. Plaintiff was unaware of the fact and would not have invested had he known the true facts which were never disclosed.

116. As a direct and proximate result of the concealment and suppression of the fact, Plaintiff has

1 sustained damage in the devaluation of his investment.

2 117. Plaintiff seeks damages according to proof, including the depreciable value of his investment.

3 118. Plaintiff is entitled to emotional distress damages due to shock to their nervous system by such
4 outrageous conduct on the part of Defendants.

5 119. Plaintiff is entitled to consequential damages.

6 120. Plaintiff is unaware of the fact and would not have invested into defendants' projects.

7 121. As a direct and proximate result of the concealment and suppression of the fact, Plaintiff has
8 sustained damage in the devaluation of his investment.

9 122. Plaintiff seeks damages according to proof, including the depreciable value of the investment.

10 **SIXTH CAUSE OF ACTION**
11 **(NEGLIGENT MISREPRESENTATION)**

12 123. Plaintiff hereby incorporates each and every one of the above allegations by reference as though
13 fully set forth herein.

14 124. At all times herein mentioned, defendant BREWER was engaged in the marketing, distributing for
15 sale, selling, and advertising of financial securities relating to organic produce and organic farming to the
16 public.

17 125. Commencing in 2015, defendants represented to the public, including plaintiff, by means of
18 advertisements published on the internet, that investment funds would be used for organic produce
19 farming.

20 126. Defendant's representations were untrue in that the investment would be used for the beef and
21 cattle industry.

22 127. Defendant made the representations herein alleged with the intention of inducing the public to
23 purchase defendants' stock or other financial instrument.

24 128. In 2016, and up to 2018, plaintiff saw, believed, and relied on defendant's advertising
25 representations and, in reliance on them, he invested in WinnettOrganics, which included the lending of
26 money.

27 129. At the time defendants made the misrepresentations herein alleged, defendants had no reasonable
28 grounds for believing the representations to be true.

130. As a proximate result of defendants' negligent misrepresentations, plaintiff was induced to spend a total in excess of \$100,000 on defendants' WinnettOrganics.

**SEVENTH CAUSE OF ACTION
(BLUE SKY LAW VIOLATIONS, CAL. CORP LAW 25400 ET.SEQ.)**

131. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

132. Cal. Corp. Code § 25002 provides that an "Advertisement" means any written or printed communication or any communication by means of recorded telephone messages or spoken on radio, television, or similar communications media, published in connection with the offer or sale of a security.

133. Thus, for example, by definition a security includes a "note" and any "evidence of indebtedness." (§ 25019.)

134. In 2015 to 2018, BREWER and/or WinnettOrganics at www.equitynet.com made false publications that the company had secured "millions of dollars" in investments.

135. Based upon the representations of BREWER and WINNETT, Plaintiff invested over \$100,000 in WINNETT.

136. California Corporations Code § 25401 provides: It is unlawful for any person to offer or sell a security in this state, or to buy or offer to buy a security in this state, by means of any written or oral communication that includes an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which the statements were made, not misleading.

137. California Corporations Code § 25402 provides: It is unlawful for an issuer or any person who is an officer, director or controlling person of an issuer or any other person whose relationship to the issuer gives him access, directly or indirectly, to material information about the issuer not generally available to the public, to purchase or sell any security of the issuer in this state at a time when he knows material information about the issuer gained from such relationship which would significantly affect the market price of that security and which is not generally available to the public, and which he knows is not intended to be so available, unless he has reason to believe that the person selling to or buying from him is also in possession of the information.

138. BREWER was, and currently is, the Chief Executive Officer of WINNETT at the time of the agreement and when PLAINTIFF invested \$100,000 with WINNETT.

139. WINNETT advertises and holds out BREWER to the public as the most important individual responsible for providing and coordinating the acquisition of farms for WINNETT.

140. WINNETT advertises and holds out BREWER as an extremely experienced CEO in the farming industry.

141. Because of the above oral and written marketing scheme to capture investors to finance other undisclosed entities controlled by BREWER, Plaintiff relied upon, to his detriment, the above intentional misrepresentations of fact and suppression of fact whereby gave money to Defendants.

142. Plaintiff has been damaged according to proof.

**EIGHT CAUSE OF ACTION
(DECLARATORY RELIEF)**

143. Plaintiff hereby incorporates each and every one of the above allegations by reference as though fully set forth herein.

144. Plaintiff requests an order declaring that he is the majority shareholder in WINNETT PERICO, INC., a Colorado corporation, d.b.a. WINNETTORGANICS and WINNETTORGANICS.

145. Plaintiff requests an order declaring that he is the majority shareholder in all other WINNETT entities as each is the alter ego of the other.

WHEREFORE, Plaintiff requests the following equitable relief and/or legal damages:

1. Plaintiff seeks equitable injunctive relief prohibiting further deceptive practices of selling shares in various business entities under the guise of a single entity company, and an order turning over majority interest in defendant entities.

2. Attorney fees as a cost of bringing said action on behalf himself and the public.

3. Plaintiff seeks damages according to proof, in excess of \$100,000 including the return of the investment.

4. Plaintiff is entitled to emotional distress damages due to shock to his nervous system by such outrageous conduct on the part of Defendants.

5. Plaintiff is entitled to consequential damages.

1 6. Plaintiff requests declaratory relief and a declaration and order that plaintiff owns majority
2 of the shares in WINNETT PERICO, INC., a Colorado corporation, d.b.a. WINNETTORGANICS and
3 WINNETTORGANICS, a business entity of unknown type.

4 7. To deter further fraudulent conduct, Plaintiff further seeks punitive damages.

5 Respectfully Submitted,

6 Date: September 20, 2019

EVERS LAW GROUP, A.P.C.

7 /s/ Geoffrey O. Evers

8 By: _____

GEOFFREY O. EVERS

Attorneys for Plaintiff DEAN T. SMITH

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10 **DEMAND FOR JURY TRIAL**

11 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands trial by jury in
12 this action of all issues so triable.

13 Date: September 20, 2019

EVERS LAW GROUP, A.P.C.

14 /s/ Geoffrey O. Evers

15 By: _____

GEOFFREY O. EVERS

Attorneys for Plaintiff DEAN T. SMITH
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