



STATE OF MISSOURI  
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF: )  
 )  
GEORGE MYERS, JR, ) Case No. AP-18-09  
 )  
 Respondent. )  
 )  
Serve: George Myers, Jr. )  
 3341 West Birchwood Court )  
 Springfield, Missouri 65807 )

**ORDER TO CEASE AND DESIST AND ORDER TO SHOW CAUSE WHY  
RESTITUTION, CIVIL PENALTIES, AND COSTS SHOULD NOT BE IMPOSED**

On April 9, 2018, the Enforcement Section of the Missouri Securities Division of the Office of Secretary of State (“Enforcement Section”), through Enforcement Counsel Derek Green, submitted a Petition for Order to Cease and Desist and Order to Show Cause Why Restitution, Civil Penalties, and Costs Should Not Be Imposed (“Petition”). After reviewing the Petition, the Commissioner issues the following order:

**I. ALLEGATIONS OF FACT**

The Petition alleges the following facts:

**A. Introduction**

1. From September 2016 to June 2017, George Myers, Jr. (“Myers”) offered and sold securities in the form of notes, totaling \$37,500, to a Missouri resident. The investor was promised a return of \$88,121. Myers mislead the investor by, among other things, stating that, once Myers finalized his divorce, he would receive \$1.3 million in assets and pay the promised returns.

**B. Respondents and Related Parties**

2. Myers is a 44-year-old Missouri resident with a last known address of 3341 West Birchwood Court, Springfield, Missouri 65807. Myers has never been registered as an investment adviser, investment adviser representative, broker-dealer, broker-dealer agent, or issuer agent in Missouri.

3. Ozark Medical Health Ventures, LLC (“Ozark Medical”) is a business organized in the state of Missouri on April 25, 2014. Its registered agent is Matthew Myers with a last known address of 399 Tablerock Heights, Hollister, Missouri 65672. Ozark Medical purportedly has an office located at 399 Tablerock Heights, Hollister, Missouri 65672.

**C. Enforcement Section Investigation**

4. In August of 2016, a 67-year-old Springfield, Missouri resident (“MR”) met Myers at a consignment store in Springfield, Missouri.
5. During the visit to the consignment store, Myers described his company, Ozark Medical.
6. Myers stated that Ozark Medical would, among other things, buy medical equipment by the pallet; sell them and place them with Medicare customers; and get paid for the delivery of equipment within 120 days as outlined in the contracts by Medicare.

**MR’s Investments**

7. In September of 2016, Myers asked MR to invest in one of his Medicare contracts through Ozark Medical.
8. On September 8, 2016, MR was provided, and signed, a promissory note from Myers.
9. The promissory note stated, among other things, the following:
  - a. MR would loan Myers \$5,000; and
  - b. MR would receive a return of \$12,060 within 90-120 days of Myers receiving a written demand from MR.
10. On September 9, 2016, Myers deposited a \$5,000 check from MR.
11. In October of 2016, Myers asked MR to invest in a second Medicare/Medical Equipment contract.
12. On or around October 14, 2016, MR invested \$7,500 in cash. In exchange, MR was provided and signed a promissory note from Meyers. The promissory note stated, among other things, the following:
  - a. MR would loan Myers \$7,500; and
  - b. MR would receive a return of \$26,061 on January 14, 2017.

13. In February of 2017, Myers told MR that once Myers finalized his divorce, Myers would:
  - a. receive \$1.3 million in assets; and
  - b. pay MR the promised returns on the investments.
14. In March of 2017, Myers asked MR for a loan of \$10,000 in order for Myers to pay an attorney bill.
15. In exchange for the \$10,000 loan, Myers promised to pay MR \$20,000 as soon as the divorce was finalized.
16. In April of 2017, MR loaned Myers \$5,000 for a legal issue.
17. In exchange for the \$5,000 loan, Myers promised to pay \$10,000 as soon as the divorce was finalized.
18. In May of 2017, MR loaned Myers \$10,000 as a direct payment to his soon-to-be ex-wife.
19. In exchange for the \$10,000 loan, Myers promised to pay MR \$20,000 as soon as the divorce was finalized.
20. In total, MR invested \$37,500 and was promised a return of \$88,121. To date, MR has not received any return.

**Myers' Misstatements and Lulling of MR**

21. In February of 2017, Myers asked MR for:
  - a. \$11,000 to pay off a Discover card; and
  - b. \$1,600 to catch up on vehicle payments.
22. MR made two payments to Myers: one in February and one in March.
23. Myers stated he would repay MR once his divorce was finalized.
24. In March of 2017, Myers stated that, in order to finalize the divorce, he would need to keep his soon-to-be ex-wife happy.
25. In March of 2017, MR loaned Myers \$1,382.72 to pay Myers' electric bill and for a new location transfer fee.
26. Myers stated he would repay the \$1,382.72 once his divorce was finalized.

27. In March of 2017, MR loaned Myers \$2,300 for the first and last month's lease on his soon-to-be ex-wife's boutique store.
28. Myers stated he would repay the \$2,300 once his divorce was finalized.
29. In April of 2017, MR loaned Myers \$3,125 for the first and last month's lease payments on a house for his soon-to-be ex-wife to move into.
30. Myers stated he would repay the \$3,125 once his divorce was finalized.
31. In June of 2017, MR loaned Myers \$3,100 for the first and last month's lease payments for a new business venture, Beefcake, LLC, pending his divorce.
32. MR made a cash payment of \$1,700 the first of the month, and \$1,600 cash payment later in the month.
33. Myers promised to repay the \$3,100 as the divorce was finalized.
34. Between February and June of 2017, Myers lulled MR by claiming that, once Myers finalized his divorce, Myers would pay MR the promised returns.
35. Myers lulled MR by requesting personal loans totaling \$22,507.72 to pay for various expenses in order to finalize Myers divorce.
36. To date, MR has not received any return on any of the personal loans.
37. On February 9, 2016, a Judgment on Dissolution was ordered in case number 15CT-CC01306, granting a dissolution of Myer's marriage and approving a separation and settlement agreement as fair and unconscionable.
38. On May 31, 2017, in case number 15CT-CC01306, Myer's was held in contempt and found to have willfully, unlawfully, and intentionally failed to comply with the court's judgment entered in February of 2016.

## **II. COMMISSIONER'S DETERMINATIONS AND FINDINGS**

### **Multiple Violations of Making an Untrue Statement, Omitting to State Material Facts or Engaging in An Act, Practice, or Course of Business that Would Operate as a Fraud or Deceit Upon Another Person in Connection with the Offer or Sale of a Security**

39. **THE COMMISSIONER DETERMINES** that, in connection with the offer, sale or purchase of a security, Respondent made untrue statements of material fact, including, but not limited to, the following:

- a. after Respondent's divorce was finalized, he would receive \$1.3 million in assets;
  - b. in February 2017, March 2017, April 2017, May 2017, and June 2017 Respondent stated that he would pay MR after his divorce was finalized when a dissolution of Respondent's marriage was granted in February 2016;
  - c. Respondent would pay a return of \$12,060 on the \$5,000 promissory note;
  - d. Respondent would pay a return of \$26,061 on the \$7,500 promissory note;
  - e. Respondent would pay a return of \$20,000 on the \$10,000 March 2017 loan;
  - f. Respondent would pay a return of \$10,000 on the \$5,000 April 2017 loan; and
  - g. Respondent would pay a return of \$20,000 on the \$10,000 May 2017 loan.
40. **THE COMMISSIONER FURTHER DETERMINES** that, in connection with the offer, sale or purchase of a security, Respondent engaged in an act, practice, or course of business that would operate as a fraud or deceit upon another person by, among other things, lulling MR in order to obtain additional investment funds, and/or avoid or delay detection by telling MR that:
- a. MR would be paid the returns MR was promised once Respondent's divorce was finalized;
  - b. Respondent would receive \$1.3 million in assets once Respondent's divorce was finalized; and
  - c. Respondent needed personal loans from MR to finalize his divorce.
41. At the time Respondent engaged in the conduct set forth above, MR was more than 60-years-old and were elderly persons as that term is defined under Section 409.6-604(d)(3)(B).
42. Respondent made untrue statements of material fact, or engaged in an act, practice, or course of business that would operate as a fraud or deceit upon another person in violation of Section 409.5-501, and engaged in an illegal act, practice, or course of business, and such conduct is, therefore, subject to the Commissioner's authority under Section 409.6-604.
43. This order is in the public interest and is consistent with the purposes of the Missouri Securities Act of 2003. See Section 409.6-605(b).

### III. ORDER

**NOW, THEREFORE**, it is hereby ordered that Respondent, his agents, employees and servants, and all other persons participating in or about to participate in the above-described violations with knowledge of this order be prohibited from violating or materially aiding in any violation of Section 409.5-501, by, in connection with the offer or sale of securities, making an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it is made, not misleading or engaging in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

### IV. STATEMENT

Pursuant to Section 409.6-604, the Commissioner hereby states that he will determine whether to grant the Enforcement Section's request for:

- A. \$15,000 civil penalty against Respondent for more than one violation of Section 409.5-501, when at least one of these violations was committed against an elderly person, in a final order, unless Respondent requests a hearing and show cause why the penalties should not be imposed;
- B. an order against Respondent to pay restitution in the amount of \$37,500 or more for any loss, including any actual damages that may have been caused by the conduct, and interest at the rate of 8% per year from the date of the violation causing the loss or disgorge any profits arising from the violations of Section 409.5-501, in the final order, unless Respondent requests a hearing and shows cause why this restitution or disgorgement should not be imposed; and
- C. an order against Respondent to pay the costs of the investigation in this proceeding, after a review of evidence of the amount submitted by the Enforcement Section.

#### **SO ORDERED:**

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS 17<sup>th</sup> DAY OF APRIL, 2018.



JOHN R. ASHCROFT  
SECRETARY OF STATE

  
DAVID M. MINNICK  
COMMISSIONER OF SECURITIES



STATE OF MISSOURI  
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF: )  
 )  
GEORGE MYERS, JR, ) Case No. AP-18-09  
 )  
 )  
Respondent. )  
 )  
Serve: George Myers, Jr. )  
3341 West Birchwood Court )  
Springfield, Missouri 65807 )

**NOTICE**

**TO: Respondents and any unnamed representatives aggrieved by this Order:**

You may request a hearing in this matter within thirty (30) days of the receipt of this Order pursuant to Section 409.6-604(b), RSMo. (2016), and 15 CSR 30-55.020. Any request for a hearing before the Commissioner must contain:

- a. a brief statement of the facts;
- b. a summary of the factual and legal issues involved;
- c. a request for relief;
- d. suggestions in support of the relief sought, including the relevant statutes;
- e. the name of the party requesting the hearing; and f. the name of the attorney representing the party, if any.

Within fifteen (15) days after receipt of a request in a record from a person or persons subject to this order, the Commissioner will schedule this matter for a hearing.

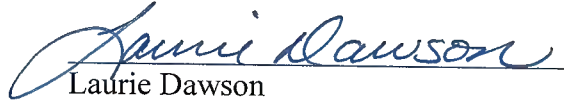
A request for a hearing must be mailed or delivered, in writing, to:

**David M. Minnick, Commissioner of Securities**  
**Office of the Secretary of State, Missouri**  
**600 West Main Street, Room 229**  
**Jefferson City, Missouri, 65102**

CERTIFICATE OF SERVICE

I hereby certify that on this 17<sup>th</sup> day of April, 2018, a copy of the foregoing Order to Cease and Desist and Order to Show Cause Why Restitution, Civil Penalties, and Costs Should Not Be Imposed in the above styled case was **mailed by certified U.S. mail to:**

George Myers, Jr.  
3341 West Birchwood Court  
Springfield, Missouri 65807

  
Laurie Dawson  
Securities Office Manager