

State of Missouri  
Office of Secretary of State

Case No. AP-09-25

IN THE MATTER OF:

CHAPARRAL I, LLC;  
MORRIS ALLEN BIRD, SR.;  
MORRIS ALLEN BIRD, JR.;  
TURNPOINT INTERNATIONAL I, LLC;

Respondents.

**CONSENT ORDER AS TO RESPONDENTS MORRIS ALLEN BIRD, SR., MORRIS ALLEN BIRD, JR., CHAPARRAL I, LLC, AND TURNPOINT INTERNATIONAL I, LLC**

**SUMMARY OF ENFORCEMENT SECTION'S ALLEGATIONS**

1. The Enforcement Section of the Missouri Securities Division ("Enforcement Section") alleges that Respondents Morris Allen Bird, Sr. ("Morris Bird") and Morris Allen Bird, Jr. ("Allen Bird"), Chaparral I, LLC, and Turnpoint International I, LLC, (collectively "Respondents") offered and sold unregistered securities in violation of Sections 409.3-301 RSMo. (Cum. Supp. 2009), and that these activities constitute grounds to issue a cease and desist order against Respondents.
2. Respondents and the Enforcement Section desire to settle the allegations and the matters raised by the Enforcement Section relating to the alleged activity by Respondents.

**CONSENT TO JURISDICTION**

3. Respondents and the Enforcement Section stipulate and agree that the Commissioner has jurisdiction over the Respondents and these matters pursuant to the Missouri Securities Act of 2003, Chapter 409, et seq.
4. Respondents and the Enforcement Section stipulate and agree that the Commissioner has authority to enter this Order pursuant to Section 409.6-604(h), RSMo. (Cum. Supp. 2009), which provides:

"The commissioner is authorized to issue administrative consent orders in the settlement of any proceeding in the public interest under this act."

**WAIVER AND EXCEPTION**

5. Respondents waive their rights to a hearing with respect to this matter.
6. Respondents waive any right that they may have to seek judicial review or otherwise challenge or contest the terms and conditions of this Order. Respondents specifically forever release and hold harmless the Missouri Office of Secretary of State, Secretary of State, Commissioner of Securities, and their respective representatives and agents from any and all liability and claims arising out of, pertaining to, or relating to this matter.
7. Respondents and the Securities Division stipulate and agree that with this Consent Order, this matter is fully and finally resolved, and no further action shall be taken by the Securities Division against Respondents and their representatives and agents regarding any act or omission based upon or related to the conduct set forth in the Petition committed prior to the date hereof. Should the facts contained herein prove to be materially false, the Securities Division reserves the right to pursue any and all legal and administrative remedies at its disposal.

**CONSENT TO COMMISSIONER'S ORDER**

8. Respondents and the Enforcement Section stipulate and agree to the issuance of this Consent Order without further proceedings in this matter, agreeing to be fully bound by the terms and conditions specified herein.
9. Respondents agree not to take any action or to make or permit to be made any public statement creating the impression that this Order is without factual basis. Nothing in this paragraph affects Respondents' (a) testimonial obligations; (b) right to take legal or factual position in defense of litigation or in defense of other legal proceedings in which the Commissioner of Securities is not a party; or (c) right to make public statements that are factual.
10. Respondents agree that they are not the prevailing party in this action since the parties have reached a good faith settlement.
11. Respondents neither admit nor deny the allegations made by the Enforcement Section, but consent to the Commissioner's Findings of Fact, Conclusions of Law, and Order as set forth below solely for the purposes of resolving this proceeding and

any proceeding that may be brought to enforce the terms of this Consent Order.

## **COMMISSIONER'S FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

### **I. FINDINGS OF FACT**

12. Chaparral I, LLC, ("Chaparral") is a Missouri limited liability company organized on June 10, 2008, and has an address at P.O. Box 441, Willard, MO 65781.
13. Morris Allen Bird, Sr. ("Morris Bird") is an agent of Chaparral and has an address at P.O. Box 441, Willard, MO 65781, and a physical address at 216 W. Pheasant Ln., Willard, Missouri 65781.
14. Betty Bird ("Betty Bird") is the organizer of Chaparral and has an address at P.O. Box 441, Willard, MO 65781, and a physical address at 216 W. Pheasant Ln., Willard, Missouri 65781.
15. Morris Allen Bird, Jr. ("Allen Bird") is the son of Morris Bird and Betty Bird and has a business address of 3645 South Avenue, Springfield, Missouri 65807.
16. Turnpoint International I, LLC f/k/a Greenleaf Investments II, LLC ("Turnpoint") is a Missouri limited liability corporation organized on May 16, 2008, and has an address at 3645 South Avenue, Springfield, Missouri 65807.
17. Park Estates Homes, LLC ("Park Estates Homes") is a Missouri limited liability company organized on January 30, 2008<sup>1</sup>, and has an address at 3645 South Avenue, Springfield, Missouri 65807. On April 8, 2008, Allen Bird was listed as the president of Park Estates Homes
18. Park Estates, LLC ("Park Estates") is a Missouri limited liability company organized on July 9, 2004. M. Allen Bird is listed at the registered agent and organizer on the Articles of Organization. Park Estates was administratively dissolved on May 24, 2010.
19. Pro Services, Inc. ("Pro Services") is a Missouri corporation. Betty Bird is the sole director and officer of Pro Services. Pro Services has an address of 510 N. Main, P.O. Box 447, Lockwood, Missouri 65682.
20. From June 10, 2008 through December 2008, Morris Bird, Allen Bird, and Chaparral offered and sold securities to fifteen (15) investors in Missouri, Arkansas, Indiana and Oklahoma.
21. Morris Bird, Allen Bird and Chaparral raised at least one million, six hundred seven thousand one dollars and forty-nine cents (\$1,607,001.49) from these investors.
22. Some of these investors received promissory notes issued by Chaparral.<sup>2</sup>
23. Investors who did not receive a promissory note were told by Morris Bird that they would receive monthly interest on the invested funds and a return of principal within one year or upon demand.
24. Investors were told they would receive interest ranging from ten (10) to fifty-four (54) percent per year.
25. Investors' money was deposited in Chaparral's account at Bank of America ("Chaparral Bank Account").
26. Morris Bird was the signatory on the Chaparral Bank Account.

#### **Morris Bird Interview**

27. During an on-the-record interview by the Enforcement Section on April 22, 2009, Morris Bird stated, among other things, the following:
  - a. Chaparral was a limited liability company organized by Morris Bird and Betty Bird;
  - b. Chaparral borrowed money from investors and Morris Bird disbursed these funds to entities and individuals at Allen Bird's direction;
  - c. Chaparral had no contract or agreement with Allen Bird relating to the disbursements that were made;
  - d. Chaparral listed these disbursements on Chaparral records as receivables;
  - e. Chaparral generated no income and received no interest from these "receivables;"
  - f. Allen Bird had no legal authority to bind Chaparral;
  - g. Morris Bird did not tell investors that he was sending their money on to Allen Bird;
  - h. interest payments that were made to investors were paid with money from Morris Bird;

- i. interest rates promised to investors ranged from ten (10) to fifty four (54) percent per year;
- j. Morris Bird did not tell investors that the interest rate could vary;
- k. some investors received notes, some did not;
- l. Morris Bird promised to pay interest to some of the investors by a "handshake;"
- m. the interest rates to be paid to investors were listed in Chaparral's records;
- n. Morris Bird did not tell investors anything about how the money would be used, "because he did not have any direct involvement;"
- o. some money was sent from the Chaparral Bank Account to Park Estates Homes;
- p. Morris Bird's records show that, nine hundred fifty thousand dollars (\$950,000.00) went to the Bank of Rome for one of "Allen [Bird's] deals;"
- q. Morris Bird did not provide investors with any financial information about Chaparral or the other entities where investor funds were sent;
- r. Morris Bird did not tell investors about any risks associated with an investment in Chaparral; v. Morris Bird's records show that some investors had received interest payments; and
- s. Chaparral continued to make payments to investors while waiting on Allen Bird to pay Chaparral.

#### Arkansas Resident

- 28. On or about August 11, 2008, a seventy-four (74) year-old Arkansas resident ("AR") came to Morris Bird's Lockwood, Missouri, office having heard that Chaparral could extend a note with a good return.
- 29. Morris Bird told AR that AR would:
  - a. earn eighteen (18) percent interest per year on the investment; and
  - b. receive monthly interest payments, commencing on the last day of August 2008.
- 30. AR received a promissory note dated August 11, 2008, issued by Chaparral and signed by Morris Bird.
- 31. This promissory note promised AR eighteen (18) percent interest a year and would continue to pay this interest until AR demanded repayment of principal.
- 32. On or about August 13, 2008, AR wired fifty thousand dollars (\$50,000.00) to the Chaparral Bank Account to invest in Chaparral.

#### Missouri Resident 1

- 33. On or about August 4, 2008, Morris Bird solicited a fifty-one (51) year-old Missouri resident ("MR1") to invest in Chaparral.
- 34. MR1 told an investigator with the Enforcement Section that MR1 had engaged in business with Morris Bird in the past and that MR1 trusted Morris Bird.
- 35. Morris Bird told MR1 that the money would be paid back in a year and would pay eighteen (18) percent interest per year.
- 36. On August 4, 2008, per Morris Bird's instructions, MR1 wired approximately five hundred twenty six thousand dollars (\$526,000.00) to the Chaparral Bank Account.
- 37. MR1 did not receive a promissory note from Morris Bird.

#### Missouri Residents 2 and 3

- 38. On or before September 12, 2008, an eighty-five (85) year-old Missouri resident ("MR2") and his eighty-one (81) year-old spouse ("MR3") came to Morris Bird's Lockwood, Missouri, office seeking a note with a good return .
- 39. Morris Bird told MR2 and MR3 that they would receive eighteen (18) percent interest a year on the investment.
- 40. MR2 and MR3 invested a total of fifty thousand dollars (\$50,000.00) with Morris Bird and Chaparral from September 12 through September 18, 2008.
- 41. MR2 and MR3's checks to Chaparral were deposited in the Chaparral Bank Account.

42. MR2 and MR3 did not receive a promissory note from Morris Bird.

Missouri Resident 4

43. On or about July 29, 2008, a ninety-three (93) year-old Missouri resident ("MR4") informed Morris Bird, who was at the time performing accounting services for her, that she was interested in a better interest rate than offered by banks on a certificate of deposit.

44. Morris Bird told MR4 that MR4 could earn ten (10) percent interest per year on the Chaparral investment.

45. On or about July 29, 2008, MR4 invested fifty thousand dollars (\$50,000.00) in Chaparral.

46. On or about July 29, 2008, MR4 received a promissory note issued by Chaparral and signed by Morris Bird. This promissory note was payable upon the demand of the holder.

47. MR4's check was deposited in the Chaparral Bank Account.

Oklahoma Residents 1 and 2

48. On or before July 24, 2008, Allen Bird solicited a forty (40) year-old Oklahoma resident ("OR1") and his forty-one (41) year-old spouse ("OR2") to invest in an opportunity Allen Bird had in Europe.

49. Allen Bird told OR1 and OR2 that this money would be put into an account to increase the holding bank's assets and this would make it possible for the bank to engage in activities that would otherwise not be available to the bank. Allen Bird stated that in exchange for OR1 and OR2's investment, OR1 and OR2 would receive fifty-four (54) percent interest per year and that interest would be paid monthly.

50. OR2 told an investigator with the Division that she and her husband had known Allen Bird for years but only met Morris Bird in connection with this investment.

51. On July 23, 2008, OR1 and OR2 wired five hundred thousand dollars (\$500,000.00) to the Chaparral Bank Account.

52. To evidence the investment, OR1 and OR2 were given:

a. a promissory note, dated July 23, 2008, from the "M. Allen Bird Trust, M. Allen Bird, Trustee" signed by Allen Bird; and

b. an investment agreement, also dated July 23, 2008, issued by Turnpoint and signed by Allen Bird.

53. On July 24, 2008, after these funds were deposited into the Chaparral Bank Account, Morris Bird wired five hundred thousand dollars (\$500,000.00) from the Chaparral Bank Account to Turnpoint, which then wired the money to the Bank of Rome.

54. On September 4, 2008, and October 6, 2008, OR1 and OR2 received interest payments totaling fifty thousand, four hundred eleven dollars and ten cents (\$50,411.10) from the Chaparral Bank Account.

Enforcement Section Investigation

55. A review of the Chaparral Bank Account revealed that from July 24, 2008, through January 27, 2009, the following disbursements were made, among others:

- |                             |               |
|-----------------------------|---------------|
| a. Pro Services             | \$41,000.00;  |
| b. Alan Migdall             | \$205,000.00; |
| c. Greenleaf Companies, LLC | \$75,000.00;  |
| d. Hazel Marino             | \$30,000.00;  |
| e. Mae, I                   | \$400,000.00; |
| f. Mohammad Zein            | \$20,000.00;  |
| g. Morris Bird              | \$85,485.44;  |
| h. Park Estates Homes       | \$225,000.00; |

- i. Turnpoint \$500,000.00; and
- j. Sherri Bird \$25,000.00.

56. On November 5, 2008, Park Estates filed for bankruptcy protection under Chapter 11, in the United States Bankruptcy Court, Western District of Missouri, *In the matter of Park Estates, LLC*, Case No. 08-62117-abf11 ("Park Estate Bankruptcy").
57. Between July 30, 2008, and August 27, 2008, a total of two hundred twenty five thousand dollars (\$225,000.00) of investors' money received into the Chaparral Bank Account was disbursed to Park Estates Homes.
58. In the Park Estates Bankruptcy, Allen Bird claimed that Park Estates owned over ten million dollars (\$10,000,000.00) in real property.
59. Chaparral and the investors described above were not listed as creditors in the Park Estates Bankruptcy.
60. The Enforcement Section's investigation also revealed that:
  - a. in December 2007, Mohammad Zein of Hollywood, Florida, then president of the now defunct Provident Capital Investments Inc., was sued by the United States Securities and Exchange Commission ("SEC") in *SEC v. Mohamad Zein, et al*, Civil Action No. 1:07-CV-02330-BBM (ND GA). This action alleged that Zein took two million dollars (\$2,000,000.00) from investors by making false statements about the investment. Mohamad Zein was permanently enjoined by the SEC and ordered to pay a civil penalty;
  - b. Morris Bird paid his daughter-in-law, Sherri Bird, twenty-five thousand dollars (\$25,000.00) from the Chaparral Bank Account to pay for improvements and landscaping at Sherri Bird's home;
  - c. Some of the checks written on the Chaparral Bank Account that were made payable to Park Estates Homes were received by Park Estates Homes and endorsed for deposit by Morris Bird. These funds were deposited in the Park Estates Homes, LLC Bank Account.
61. A check of the records maintained by the Missouri Commissioner of Securities confirmed that:
  - a. there was no registration or notice filing indicating status as a "federal covered security" for the securities offered by Chaparral; and
  - b. neither Morris Bird, nor Allen Bird were registered to sell securities in Missouri.

## **II. CONCLUSIONS OF LAW**

62. The Commissioner finds Respondents offered and sold unregistered securities in violation of Section 409.3-301, RSMo. (Cum. Supp. 2009).
63. The Commissioner, after consideration of the stipulations set forth above and on the consent of Respondents and the Enforcement Section, finds and concludes that the Commissioner has jurisdiction over Respondents and this matter and that the following Order is in the public interest, necessary for the protection of public investors and consistent with the purposes intended by Chapter 409 RSMo. (Cum. Supp. 2009).

## **III. ORDER**

**NOW, THEREFORE**, it is hereby Ordered that:

1. Respondents are ordered to cease and desist the offer and sale of securities in violation of the provisions of Chapter 409, RSMo. (Cum. Supp. 2009);
2. Respondent Morris Bird is ordered to pay a civil penalty in the amount of thirty five thousand dollars (\$35,000). This payment will be suspended provided that Respondent complies with the terms of this order and provided that Respondent does not violate the securities act for a period of three (3) years. The suspended payment shall, for three (3) years from the execution of this document, become immediately payable, under operation of law, upon Respondent's failure to comply with the terms of this order. The Commissioner may refer this matter for collection as provided in Sections 409.6-601(b) RSMo. (Cum. Supp. 2009);
3. Respondent Allen Bird is ordered to pay a civil penalty in the amount of forty thousand dollars (\$40,000). This payment will be suspended provided that Respondent complies with the terms of this order and provided that Respondent does not violate the securities act for a period of three (3) years. The suspended payment shall, for three (3) years from the execution of this

document, become immediately payable, under operation of law, upon Respondent's failure to comply with the terms of this order. The Commissioner may refer this matter for collection as provided in Sections 409.6-601(b) RSMo. (Cum. Supp. 2009);

4. Respondent Morris Bird is ordered to pay two hundred and seventy-two thousand dollars (\$272,000) in restitution. Morris Bird has paid one hundred seven thousand six hundred eighty two dollars (\$107,682) to the investors in Chaparral and this amount is hereby applied towards the total amount of restitution owed under this order by Respondent. Morris Bird shall therefore pay fifty thousand dollars (\$50,000) on or before February 1, 2011. The remaining amount will be paid in eleven (11) equal monthly installments of ten thousand dollars (\$10,000) each, and a final installment of four thousand, three hundred eighteen dollars (\$4,318). The first installment will be due on March 1, 2011, and all other installments will be due on the 1st of each month with the last installment due on February 1, 2012. This money shall be sent to the Enforcement Section at 600 W. Main Street, Jefferson City, Missouri 65101, and shall be payable to the Missouri Secretary of State's Investor Restitution Fund. The payments will be sent by the Investor Restitution Fund to the Missouri investors in the amounts listed in Exhibit A;
5. Respondent Allen Bird is ordered to pay seven hundred thousand dollars (\$700,000) in restitution. Allen Bird shall pay fifty thousand dollars (\$50,000) on or before February 1, 2011. The remaining amount will be paid in twenty six (26) equal monthly installments of twenty five thousand dollars (\$25,000) each. The first installment will be due on March 1, 2011, and all other installments will be due on the 1st of each month with the last installment due on April 1, 2013. This money shall be sent to the Enforcement Section at 600 W. Main Street, Jefferson City, Missouri 65101, and shall be payable to the Missouri Secretary of State's Investor Restitution Fund. The payments will be sent by the Investor Restitution Fund to the Missouri investors in the amounts listed in Exhibit A;
6. Respondents are each ordered to pay five thousand dollars (\$5,000) as the cost of this investigation. This payment will be suspended provided that Morris Bird and Allen Bird each comply with the terms of this order with respect to their own obligations and provided that each Respondent does not violate the securities act for a period of three (3) years. Morris Bird's \$5,000.00 suspended payment shall, for three (3) years from the execution of this document, become immediately payable, under operation of law, upon Morris Bird's failure to comply with the terms of this order. Allen Bird's \$5,000.00 suspended payment shall, for three (3) years from the execution of this document, become immediately payable, under operation of law, upon Allen Bird's failure to comply with the terms of this order. The Commissioner may refer this matter for collection as provided in Sections 409.6-601(b) RSMo. (Cum. Supp. 2009); and
7. Respondents shall pay their own costs and attorney's fees with respect to this matter.

**SO ORDERED:**

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS 13<sup>TH</sup> DAY OF JANUARY, 2011.

ROBIN CARNAHAN  
SECRETARY OF STATE

(Signed/Sealed)  
MATTHEW D. KITZI  
COMMISSIONER OF SECURITIES

Consented to by:  
MISSOURI SECURITIES DIVISION

Mary S. Hosmer  
Assistant Commissioner of Securities

MORRIS ALLEN BIRD, SR.

Morris Allen Bird, Sr.

MORRIS ALLEN BIRD, JR.

Morris Allen Bird, Jr.

CHAPARRAL I, LLC

By: Morris Allen Bird, Sr.

TURNPOINT INTERNATIONAL I, LLC

By: Morris Allen Bird, Jr.

Approved as to Form:

Cosgrove Law, LLC  
Attorney for Respondents

EXHIBIT A

Investor 1	\$	28,031.73
Investor 2	\$	54,544.43
Investor 3	\$	54,821.07
Investor 4	\$	10,598.49
Investor 5	\$	26,599.96
Investor 6	\$	5,852.01
Investor 7	\$	270,219.12
Investor 8	\$	65,066.10
Investor 9	\$	348,585.09
TOTAL	\$	864,318.00

[1] Park Estates Homes, LLC, was organized by Scott Dasal. Scot Dasal was a named-respondent in Cease and Desist Order No. AP-08-32, *In the Matter of Greenleaf Companies LLC, et al*, issued by the Missouri Commissioner of Securities on December 16, 2008, (“Greenleaf Order”).

[2] As described more fully in paragraphs 48-54 below, an investor received a promissory note from the M. Allen Bird Trust. Records obtained from Chaparral, however, listed this investor as a Chaparral investor and interest payments to the investor were paid from a Chaparral bank account.