

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



In the Matter of:

Premier Capital, LLC, and
Steven H. Lewis,

Respondents.

ODS File No. 13-043

ORDER TO CEASE AND DESIST

Pursuant to Section 1-602 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and 660:2-7-3 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), Okla. Admin. Code §§ 660:1-1-1 through 660:25-7-1, an investigation was conducted by the Oklahoma Department of Securities ("Department") into the activities of Premier Capital, LLC ("PC"), and Steven H. Lewis ("Lewis").

In order to resolve this matter expeditiously, the Respondents and the Administrator of the Department ("Administrator") (collectively, the "Parties") voluntarily executed the Agreement attached hereto as "Exhibit A" and incorporated herein by reference ("Agreement").

The Respondents voluntarily waive their right to a hearing, and notice thereof, and any right to appeal as provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act.

Wherefore, the Parties stipulate and agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Lewis is an individual who currently resides in California. Lewis is not, and at all times material hereto was not, registered in any capacity under the Act.
2. PC is a Nevada limited liability company, whose charter is currently revoked, operating from California. PC is not, and at all times material hereto was not, registered in any capacity under the Act. Lewis is the Managing Member of PC.
3. In early 2012, an Oklahoma resident ("Investor") was offered units in PC in the nature of equity interests ("Units"). The offer was made via a call to the Investor's home in Oklahoma by a Mr. Gardner Jones on the Respondents' behalf.

4. Gardner Jones ("Jones") is not, and at all times material hereto was not, registered in any capacity under the Act.

5. Respondents sent to the Investor, via mail to his Oklahoma residence, an "Agreement and Confidential Purchaser Questionnaire" ("ACPQ"), a "Strategic Business and Marketing Plan" and other offering materials (collectively, the "Offering Documents").

6. The Offering Documents state, in part, that: the Respondents will sell 80% equity in PC; PC will pay investors a 20% annual return; a 20% annual return to investors is ensured; investors will receive "about a [sic] 20% in income per year"; and investors will be paid "10% twice a year totaling 20%."

7. The Offering Documents also state, in part, that PC will use its experience, expertise and staff to purchase and resell real estate and that investor funds will be used "to purchase and/or repair . . . homes in the Denver, Colorado Springs and Arizona markets."

8. On January 13, 2012, the Investor signed the ACPQ and sent the Respondents two checks totaling Ten Thousand Dollars (\$10,000) from his Oklahoma residence.

9. On January 17, 2012, the Respondents deposited the Investor's checks into PC's checking account held at Bank of America with an account number ending in 2179 (the "Account"). The Account's balance prior to the Respondents' deposit of the Investor's checks was \$834.32.

10. The next credit to the Account was posted on March 22, 2012, when the Account's balance was \$407.32.

11. Between January 17 and March 22, 2012, the funds in the Account were used primarily for Lewis' personal expenditures and not on the purchase and/or repair of homes.

12. Lewis has sole signature authority on the Account.

13. The Units are not registered under the Act or federal securities laws.

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

Authorities

1. Section 1-102 of the Act provides in pertinent part:

2. "Agent" means an individual . . . who represents an issuer in effecting or attempting to effect purchases or sales of the issuer's securities.

* * *

19. "Issuer" means a person that issues or proposes to issue a security[.]

* * *

32. "Security" means . . . [a share of] stock; . . . [or an] investment contract; The term [security]:

* * *

d. includes as an "investment contract" an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a "common enterprise" means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors,

e. includes as an "investment contract," among other contracts, an interest in a limited partnership and a third party managed limited liability company[.]

2. Section 1-301 of the Act provides in pertinent part:

It is unlawful for a person to offer or sell a security in this state unless:

1. The security is a federal covered security;
2. The security, transaction, or offer is exempted from registration under [Sections 1-201 through 1-203]; or
3. The security is registered under this act.

3. Section 1-402 of the Act provides in pertinent part:

D. It is unlawful for . . . an issuer engaged in offering, selling, or purchasing securities in this state, to employ or associate with an agent who transacts business in this state on behalf of . . . issuers unless the agent is registered under subsection A of this section[.]

4. Section 1-501 of the Act provides in pertinent part:

It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly:

* * *

2. To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or

3. To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

5. Section 1-604 of the Act provides in pertinent part:

A. If the Administrator determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice or that a person has materially aided, is materially aiding, or is about to materially aid an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice, the Administrator may:

1. Issue an order directing the person to cease and desist from engaging in the act, practice, or course of business or to take other action necessary or appropriate to comply with this act[.]

Conclusions of Law

1. The Units are securities, as defined in the Act.
2. PC is an issuer, as defined in the Act.
3. PC offered and sold securities in the state of Oklahoma.
4. Jones is an agent, as defined in the Act.

5. PC employed or associated with an unregistered agent who transacted business in this state on its behalf, in violation of Section 1-402 of the Act.
6. Respondents offered and sold unregistered securities in this state, in violation of Section 1-301 of the Act.
7. Respondents, in connection with the offer and sale of a security, made an untrue statement of a material fact by representing to the Investor that funds invested would be used for the purchase and/or repair of homes, in violation of Section 1-501 of the Act.
8. Respondents, in connection with the offer and sale of a security, omitted to state material facts necessary in order to make statements made, in the light of the circumstances under which they were made, not misleading by failing to disclose that the Investor's funds would be utilized primarily for Lewis' personal expenditures, in violation of Section 1-501 of the Act.
9. Respondents, in connection with the offer and sale of a security, engaged in an act, practice, or course of business that operates or would operate as a fraud or deceit, in violation of Section 1-501 of the Act, by making an untrue statement of a material fact and omitting to state a material fact, as described herein.
10. Pursuant to Section 1-604 of the Act, the Administrator has the authority to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.
11. It is in the public interest to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.

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

ORDER

Based on Section 1-604 of the Act, Paragraph No. 2 of the Agreement, the Authorities and the Findings of Fact and Conclusions of Law set forth above, **IT IS HEREBY ORDERED** that Respondents immediately cease and desist from engaging in acts, practices or a course of business constituting a violation of the Act.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 11th of ~~May~~
June, 2013.

(SEAL)



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

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



In the Matter of:

Premier Capital, LLC, and
Steven H. Lewis,

Respondents.

ODS File No. 13-043

AGREEMENT

THIS AGREEMENT, made pursuant to 660:2-5-3 of the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), Okla. Admin. Code §§ 660:1-1-1 through 660:25-7-1, is entered into between and among Premier Capital, LLC ("PC"), Steven H. Lewis ("Lewis") and the Administrator ("Administrator") of the Oklahoma Department of Securities ("Department") (collectively, the "Parties") as of the Effective Date set forth below.

Pursuant to Section 1-602(A) of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and 660:2-7-3 of the Rules, the Department conducted an investigation regarding certain activities and transactions in which PC and Lewis were involved.

Based upon the Department's investigation and in order to expeditiously resolve this matter, the Respondents voluntarily enter into this Agreement. In addition, the Respondents voluntarily waive their right to a hearing, and notice thereof, and any right to appeal as provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act.

The undersigned Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over the Respondents and the subject matter of this action.
2. **Order to Cease and Desist.** The Administrator will issue an order to cease and desist relating to the Respondents in the form attached hereto as "Attachment A" ("C&D").
3. **Restitution.** Respondents, jointly and severally, will pay restitution to Mr. C.K. Johnson of Tulsa, Oklahoma, in the amount of Ten Thousand Dollars (\$10,000) within six months of the Effective Date hereof.

EXHIBIT

A

4. **Public Record.** Respondents acknowledge and understand that this Agreement and the C&D are public records that will be available for public examination pursuant to Section 1-607 of the Act.

5. **No Coercion.** Respondents enter into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission.

6. **Consideration.** In consideration for this Agreement, the Administrator shall not take further action against the Respondents in connection with the findings of fact and conclusions of law contained in the C&D, except as provided in Paragraph Nos. 7 and 9 below.

7. **Failure to Comply.** Should Respondents fail to comply with the terms of this Agreement in any material respect or if Respondents have made any false or misleading statements to the Department in connection with this matter, the Department may initiate an action against Respondents as authorized by the Act.

8. **Entire Agreement.** This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the Parties hereto.

9. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences an action in connection with information obtained by the Administrator against the Respondents, the Administrator may assist in such action as authorized by law.

10. **Applicability.** This Agreement applies only to the Respondents in connection with the findings of fact and conclusions of law contained in the C&D and to no others. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions or activities to which it relates or any future securities transactions.

11. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below their signatures hereto.

STEVEN H. LEWIS

Steven Lewis

Date: 4-30-2013

Address: 6241 Warner Ave 212
Huntington Beach, CA 92647

PREMIER CAPITAL, LLC

By: *Steven Lewis*
Steven H. Lewis

Title: President

Date: 4-30-2013

Address: SAME

OKLAHOMA DEPARTMENT OF SECURITIES

By: *Irving L. Faught*
Irving L. Faught, Administrator

Date: June 11, 2013

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



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Pursuant to Section 1-602(A) of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2011), and 660:2-7-3 of the Rules, the Department conducted an investigation regarding certain activities and transactions in which PC and Lewis were involved.

Based upon the Department's investigation and in order to expeditiously resolve this matter, the Respondents voluntarily enter into this Agreement. In addition, the Respondents voluntarily waive their right to a hearing, and notice thereof, and any right to appeal as provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act.

The undersigned Parties hereto agree as follows:

1. **Jurisdiction.** The Administrator has jurisdiction over the Respondents and the subject matter of this action.
2. **Order to Cease and Desist.** The Administrator will issue an order to cease and desist relating to the Respondents in the form attached hereto as "Attachment A" ("C&D").
3. **Restitution.** Respondents, jointly and severally, will pay restitution to Mr. C.K. Johnson of Tulsa, Oklahoma, in the amount of Ten Thousand Dollars (\$10,000) within six months of the Effective Date hereof.

4. **Public Record.** Respondents acknowledge and understand that this Agreement and the C&D are public records that will be available for public examination pursuant to Section 1-607 of the Act.

5. **No Coercion.** Respondents enter into this Agreement voluntarily and without any duress, undue influence, or coercion by the Administrator, any employee of the Department, or any member of the Oklahoma Securities Commission.

6. **Consideration.** In consideration for this Agreement, the Administrator shall not take further action against the Respondents in connection with the findings of fact and conclusions of law contained in the C&D, except as provided in Paragraph Nos. 7 and 9 below.

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8. **Entire Agreement.** This writing constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the Parties hereto.

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10. **Applicability.** This Agreement applies only to the Respondents in connection with the findings of fact and conclusions of law contained in the C&D and to no others. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions or activities to which it relates or any future securities transactions.

11. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year set forth below their signatures hereto.

STEVEN H. LEWIS

Steven Lewis

Date: 4-30-2013

Address: 6241 Warner Ave 212
Huntington Beach, CA 92647

PREMIER CAPITAL, LLC

By: *Steven Lewis*
Steven H. Lewis

Title: President

Date: 4-30-2013

Address: Same

OKLAHOMA DEPARTMENT OF SECURITIES

By: *Irving L. Faught*
Irving L. Faught, Administrator

Date: June 11, 2013

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

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In order to resolve this matter expeditiously, the Respondents and the Administrator of the Department ("Administrator") (collectively, the "Parties") voluntarily executed the Agreement attached hereto as "Exhibit A" and incorporated herein by reference ("Agreement").

The Respondents voluntarily waive their right to a hearing, and notice thereof, and any right to appeal as provided by the Act, the Rules, and the Oklahoma Administrative Procedures Act.

Wherefore, the Parties stipulate and agree to the following findings of fact and conclusions of law:

Findings of Fact

1. Lewis is an individual who currently resides in California. Lewis is not, and at all times material hereto was not, registered in any capacity under the Act.
2. PC is a Nevada limited liability company, whose charter is currently revoked, operating from California. PC is not, and at all times material hereto was not, registered in any capacity under the Act. Lewis is the Managing Member of PC.
3. In early 2012, an Oklahoma resident ("Investor") was offered units in PC in the nature of equity interests ("Units"). The offer was made via a call to the Investor's home in Oklahoma by a Mr. Gardner Jones on the Respondents' behalf.

4. Gardner Jones ("Jones") is not, and at all times material hereto was not, registered in any capacity under the Act.
5. Respondents sent to the Investor, via mail to his Oklahoma residence, an "Agreement and Confidential Purchaser Questionnaire" ("ACPQ"), a "Strategic Business and Marketing Plan" and other offering materials (collectively, the "Offering Documents").
6. The Offering Documents state, in part, that: the Respondents will sell 80% equity in PC; PC will pay investors a 20% annual return; a 20% annual return to investors is ensured; investors will receive "about a [sic] 20% in income per year"; and investors will be paid "10% twice a year totaling 20%."
7. The Offering Documents also state, in part, that PC will use its experience, expertise and staff to purchase and resell real estate and that investor funds will be used "to purchase and/or repair . . . homes in the Denver, Colorado Springs and Arizona markets."
8. On January 13, 2012, the Investor signed the ACPQ and sent the Respondents two checks totaling Ten Thousand Dollars (\$10,000) from his Oklahoma residence.
9. On January 17, 2012, the Respondents deposited the Investor's checks into PC's checking account held at Bank of America with an account number ending in 2179 (the "Account"). The Account's balance prior to the Respondents' deposit of the Investor's checks was \$834.32.
10. The next credit to the Account was posted on March 22, 2012, when the Account's balance was \$407.32.
11. Between January 17 and March 22, 2012, the funds in the Account were used primarily for Lewis' personal expenditures and not on the purchase and/or repair of homes.
12. Lewis has sole signature authority on the Account.
13. The Units are not registered under the Act or federal securities laws.

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

Authorities

1. Section 1-102 of the Act provides in pertinent part:

2. "Agent" means an individual . . . who represents an issuer in effecting or attempting to effect purchases or sales of the issuer's securities.

* * *

19. "Issuer" means a person that issues or proposes to issue a security[.]

* * *

32. "Security" means . . . [a share of] stock; . . . [or an] investment contract; The term [security]:

* * *

d. includes as an "investment contract" an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a "common enterprise" means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors,

e. includes as an "investment contract," among other contracts, an interest in a limited partnership and a third party managed limited liability company[.]

2. Section 1-301 of the Act provides in pertinent part:

It is unlawful for a person to offer or sell a security in this state unless:

1. The security is a federal covered security;
2. The security, transaction, or offer is exempted from registration under [Sections 1-201 through 1-203]; or
3. The security is registered under this act.

3. Section 1-402 of the Act provides in pertinent part:

D. It is unlawful for . . . an issuer engaged in offering, selling, or purchasing securities in this state, to employ or associate with an agent who transacts business in this state on behalf of . . . issuers unless the agent is registered under subsection A of this section[.]

4. Section 1-501 of the Act provides in pertinent part:

It is unlawful for a person, in connection with the offer, sale, or purchase of a security, directly or indirectly:

* * *

2. To make an untrue statement of a material fact or to omit to state a material fact necessary in order to make the statement made, in the light of the circumstances under which it is made, not misleading; or

3. To engage in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

5. Section 1-604 of the Act provides in pertinent part:

A. If the Administrator determines that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice or that a person has materially aided, is materially aiding, or is about to materially aid an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice, the Administrator may:

1. Issue an order directing the person to cease and desist from engaging in the act, practice, or course of business or to take other action necessary or appropriate to comply with this act[.]

Conclusions of Law

1. The Units are securities, as defined in the Act.
2. PC is an issuer, as defined in the Act.
3. PC offered and sold securities in the state of Oklahoma.
4. Jones is an agent, as defined in the Act.

5. PC employed or associated with an unregistered agent who transacted business in this state on its behalf, in violation of Section 1-402 of the Act.
6. Respondents offered and sold unregistered securities in this state, in violation of Section 1-301 of the Act.
7. Respondents, in connection with the offer and sale of a security, made an untrue statement of a material fact by representing to the Investor that funds invested would be used for the purchase and/or repair of homes, in violation of Section 1-501 of the Act.
8. Respondents, in connection with the offer and sale of a security, omitted to state material facts necessary in order to make statements made, in the light of the circumstances under which they were made, not misleading by failing to disclose that the Investor's funds would be utilized primarily for Lewis' personal expenditures, in violation of Section 1-501 of the Act.
9. Respondents, in connection with the offer and sale of a security, engaged in an act, practice, or course of business that operates or would operate as a fraud or deceit, in violation of Section 1-501 of the Act, by making an untrue statement of a material fact and omitting to state a material fact, as described herein.
10. Pursuant to Section 1-604 of the Act, the Administrator has the authority to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.
11. It is in the public interest to order Respondents to cease and desist from engaging in acts, practices, or a course of business constituting a violation of the Act.

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

ORDER

Based on Section 1-604 of the Act, Paragraph No. 2 of the Agreement, the Authorities and the Findings of Fact and Conclusions of Law set forth above, **IT IS HEREBY ORDERED** that Respondents immediately cease and desist from engaging in acts, practices or a course of business constituting a violation of the Act.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this _____ of April, 2013.

(SEAL)

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

Oklahoma Department of Securities
First National Center, Suite 860
120 North Robinson
Oklahoma City, OK 73102



DEPARTMENT OF SECURITIES
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RETURNED TO SENDER
FORWARDING ORDER EXPIRED

Steven H Lewis
2901 W Coast Hwy
Newport Beach CA 92663

WTH

RETURNED TO SENDER
FORWARDING ORDER EXPIRED

RETURN TO SENDER
Newport Office Center