Blake
55 Wedgwood Rd #120
Apple Grove, MN 55311

Page 1 of 56 Filed 03/20/2006 Document 64-7 Case 4:05-cv-00472-RAS

7005 1820 0004 7945 1744

UNITED STATES POSTAL SERVICE

0000

76102

U.S. POSTAGE
PAID
NEW BRIGHTON, MN
55112
FEB 02, '06
AMOUNT
$6.80
00033133-23

Trial

RETURN RECEIPT REQUESTED

EXHIBIT 5

James A. Clarkson
c/o Securities and Exchange Commission
801 Cherry Street, Unit #18, #1900
Fort Worth, TX 76102-6882

FIRST CLASS

FROM: Neulan Dae Midkiff
secured party / creditor

Certified mail # 7005 1820 0004 7945 1744 RRR

Dated 02-02-06

TO: James A. Clarkson
c/o U.S. SECURITIES AND EXCHANGE COMMISSION
801 Cherry Street, Unit #18, #1900
Fort Worth, TX 76102-6882

Notice to agent is notice to principal.
Notice to principal is notice to agent.

RE: registered acceptance of presentment dated December 7, 2005
Account # 434-58-6495 or Case # 4:05-cv-472

Minnesota)
) ss
Ramsey County)

Having been duly sworn, Affiant declares the following:

I, Neulan Dae Midkiff, Affiant, am competent to state to the matters included in this declaration, have knowledge of the facts, and hereby declare that to the best of my knowledge, the statements made in this affidavit are true, correct, complete, and not meant to mislead.

Please find attached my timely acceptance for value of your presentment dated December 7, 2005, which is herewith returned in exchange for settlement of the account and closure of the action against NEULAN DAE MIDKIFF. You presentment implies you have a security interest in the property belonging to NEULAN DAE MIDKIFF. Please forward a written confirmation that the subject record had been amended and the account settled thereby releasing the implied security interest. Attached is my bond in the form of a foreign bill of exchange. You are authorized to use my exemption, in the nature of a specific surety bond under subrogation, in the sum certain of $100,000,000.00 for settlement of the account and closure of the action against NEULAN DAE MIDKIFF. Please find attached my bill of exchange # 950001 with statement of account. This is my authorization for you to charge my exemption # 434586495 for $100,000,000.00. This timely acceptance is a counterclaim. I am using an alternative dispute resolution proceeding to be sure this matter is settled as soon as possible. I have chosen a notary public as the neutral.

I am a secured party creditor regarding the property held in the name of the Defendant, and it appears that my registered interest may not be adequately protected by existing parties, until you process my bill of exchange.

It also appears that you have not yet completed the assessment associated with the attached charging instrument. I have estimated the assessed value at $100,000,000.00, which completes the requirement for consideration for our contract. Since I am not disputing the existence of a liability nor the amount thereof, if your records show that the actual assessment is different than my estimate, please forward your ledgering for the account within ten (10) days showing the actual assessed value. If you do not correct my estimate within ten (10) days, I hereby accept your silence as your approval of my estimate. Please forward the final order and closing statement for the accounting, if you agree with my estimate. All communications must be done through the neutral, Vanessa Beale, whose mailing address is c/o 6655 Wedgwood Rd, Maple Grove, Minnesota, 55311.

Please deliver notice of my acceptance and bill of exchange with statement of account and processing instructions to the appropriate persons, including but not limited to the clerk of court, if applicable, to assure release of the implied security interest and prompt closure of this matter. There is no controversy in this matter. It is important that the record for Account #434-58-6495 and Case # 4:05-cv-472 reflect the proper accounting to maintain the integrity of the data used in your national matching program. Acceptance of the attached bill of exchange is your statement and representation that it is sufficient in amount, form, and substance to settle the outstanding obligation of the debtor. If the drawee on the instrument notifies you to the contrary, please forward such a notice to me immediately. Refusal to process my bill of exchange and settle the account(s) is your agreement that either or both NEULAN DAE MIDKIFF and I are authorized to secure our interest in said Case and associated account(s) through whatever means we deem appropriate, and to submit your refusal to amend your records for judicial review through Title 5 United States Code.

Further Affiant sayet Not.

Neulan Dae Midkiff, secured party / creditor
Forest Lake, Minnesota
Exemption Identification No. 434586495

Minnesota)
) ss
Ramsey County)

I, Vanessa Leigh Beale, a Notary Public for said County and State, do hereby certify that Neuland Dae Midkiff personally appeared before me and signed the foregoing. Witness my hand and seal this 2 day of February, 2006

Vanessa Leigh Beale
Notary Public

1.31.2008
My Commission expires

enc:
accepted presentment and bill of exchange with statement of account and processing instructions

Void Where Prohibited by Law
Not intended for public filing

No. 950001

Certified: 7005 1820 0004 7945 1744

REMIT AT PAR

DATE	ACCOUNT NO.	AMOUNT
2/01/06	4:05-cv-472	$100,000,000.00

THROUGH NEULAN DAE MIDKIFF
7580 Hilo Lane North
FOREST LAKE, MN 55025
direct treasury account #: R 905 686 894 – 434586495

CREDIT TO THE ORDER OF U.S. SECURITIES AND EXCHANGE COMMISSION
801 Cherry Street, Unit #18, #1900
Fort Worth, TX 76102-6882

Attention Drawee: John Snow, Trustee
1500 Pennsylvania Avenue, NW
Washington, District of Columbia 20220

International (t)

Reference: Prepaid Foreign bill of exchange
Exemption exchange item
Void where prohibited by law

REGISTERED

RR 321 856 030 US

One Hundred Million and 00/100 dollars

AUTHORIZATION

Bond # 434586495

Neulan Dae Midkiff, Forest Lake, Minnesota

See attached special processing instructions.

I: 4 3 4 5 8 6 4 9 5 I: 1 0 4 7 7 5 3 0 1 2 5 2 950001

Statement of Account

DATE	ACCOUNT NO.	AMOUNT	PREVIOUS BALANCE	CURRENT BALANCE
2/01/06	4:05-cv-472	$100,000,000.00	$100,000,000.00	---$0.00---

The balance shown above reflects my good faith Statement of Account for the account indicated above. The Account Representative or his designee may correct or approve the statement. If you determine the balance is different than as shown above, your documented correction must be returned to me within two weeks, no later than 2/15/06. Pursuant to UCC 9-210 and its correlating state statute, failure to correct and return this Statement of Account with supporting documentation of indebtedness within two weeks, constitutes your agreement with this accounting, after which you, and your co-business partners may only make a claim up to the amount this statement shows as a balance. Please notify the signer of this instrument if the amount, form, or substance is insufficient to settle the outstanding obligation of the debtor and forward verification of the mistakes causing the insufficiency.

Fiduciary: This is a non cash discharge item with an attached charging instrument that has been accepted for value by the principal. The information contained on this bill of exchange is to be presented to the drawee to access a pre-established direct treasury account used for this purpose. Post the uncollected funds into the asset column of the customer's account and charge the offer and acceptance for settlement, prepaid and exempt when entered to the post closing balance. Return to original issue profile is priority exempt after acknowledgement from the principal, a prepaid exchange, a direct treasury accrual item, and a US bankruptcy proceeding remedy.

IMPORTANT NOTICE:
If you do not know how to process this instrument, forward it to the appropriate department or superior to effect expeditious settlement of the account. Retention of this document constitutes acceptance and intent to perform pursuant to the request made in the accompanying acceptance.

INSTRUCTIONS

These instructions must remain attached to the instrument.

These instructions are based on Regulation J at 12 CFR and portions of 15 USC.
Exchange #: 950001

Certified #: 7005 1820 0004 7945 1744
Registered #: RR 321 856 030 US

Creditor

I have accepted the attached charging instrument for value and am returning it for value with a bill of exchange to settle account # 4:05-cv-472 valued at $100,000,000.00 for NEULAN DAE MIDKIFF. It could take up to 15 days for credits to be available to you. Your bank should credit your account immediately upon your deposit of the attached instrument, but may put a hold on it while it transmits the accounting information to the drawee for his approval or rejection. If the drawee does not send a notice of protest or notice of dishonor to your bank within 15 days, the credits will be your property. I am enclosing a copy of the notice I mailed to the drawee with copies of the attached bill of exchange and your charging instrument. Acceptance of the attached bill of exchange is your statement and representation that it is sufficient in amount, form, and substance to settle the outstanding obligation of the debtor.

Prepare a deposit slip and endorse the bill of exchange on the back as you would a check. Do not separate these Processing Instructions or the charging instrument from my bill of exchange. Make a copy of the entire package for your records, and mail all the original documents with the deposit slip to your bank. If your bank informs you that the drawee has dishonored my bill of exchange, please send a copy of the drawee's notice to me immediately. If your bank does not send you a notice of protest or notice of dishonor from the drawee but fails to credit your account, notify me immediately. I want this account settled as soon as possible.

Financial Institution

Deposit the credits in your customer's account with a hold during the approval period if necessary. The department that handles the TT&L account for the bank can process this bill of exchange information to the drawee electronically. It is a prepaid exchange item that must be approved or dishonored by the drawee, who is the trustee who handles the accounting on my exemption. You will not receive funds, credits, or money from the US Treasury. The credit is in the attached instrument. My private asset account is the pass through to the drawee's approval or rejection of the use of my credit. This is an accrual entry, and is not to be sent for collection.

Pertinent Information:
exchange value: $100,000,000.00
direct treasury account #: R 905 686 894 – 434586495
pass through private setoff account #: ⑆ 4 3 4 5 8 6 4 9 5 ⑆ 1 0 4 7 7 5 3 0 1 2 5 2
exemption identification and bond #: 434586495
creditor: U.S. SECURITIES AND EXCHANGE COMMISSION
debtor: NEULAN DAE MIDKIFF

No other approval is required to honor my bill of exchange. When you do not receive a notice of dishonor from the drawee within 15 days, release the hold on the credits making them available to your customer. If you do receive a notice of dishonor from the drawee, please notify your customer immediately.

You may direct bill me at the address shown below for any processing fee that might be involved.

Thank You,

Neulan Dae Midkiff

Neulan Dae Midkiff
c/o 123 West Street
Somewhere, Arizona 80000

Pre-Paid Exchange – Preferred Stock
Priority – Exempt from Levy

Neulan Dae Midkiff
7580 Hilo Lane North
FOREST LAKE, MN 55025

John Snow, Trustee
1500 Pennsylvania Avenue, NW
Washington, District of Columbia 20220

Registration # RR 321 856 030 US
Date 02.02.06

Re: Account # 434-58-6495 or Case # 4:05-cv-472

NOTICE OF USE OF CREDIT
Certified #7005 1820 0004 7945 1744
Registration # RR 321 856 030 US

Mr. Snow:

I have authorized U.S. SECURITIES AND EXCHANGE COMMISSION to use my exemption # 123456789 to settle the above-referenced account, by adjustment and offset through the undersigned's private Setoff Account, as follows:

Credit to the Order of:	**U.S. SECURITIES AND EXCHANGE COMMISSION**
Amount:	**$ 100,000,000.00** One Hundred Million /100 dollars
For Further Credit to:	**Account # 434-58-6495 or Case # 4:05-cv-472**
Debtor:	**NEULAN DAE MIDKIFF 434-58-6495**
Set-off Account No.:	**I:** 4 3 4 5 8 6 4 9 5 **I:** 1 0 4 7 7 5 3 0 1 2 5 2

Registered with the Department of the Treasury # R 905 686 894 – 434586495
Please use my private Set-Off Account, for the adjustment of fees associated with this authorization. VRB

Neulan Dae Midkiff, secured party/creditor
of NEULAN DAE MIDKIFF
Bond # 434586495

Attachments:

1) COPY of Acceptance letter dated 2/01/06
2) COPY of the Bill of Exchange # 950001 with statement of account
3) COPY of the Charging instrument (accepted for value and returned to creditor)

cc: file

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, vs. TRAVIS E. CORRELL, individually and doing business as Horizon Establishment; GREGORY THOMPSON; DWIGHT J. JOHNSON; HARRY ROBINSON "ROBBIE" GOWDEY, individually and doing business as Atlas and Jericho Productions; GRANT CARDNO; NEULAN D. MIDKIFF; TRAVIS CORRELL & COMPANY, INC.; THE LIBERTY ESTABLISHMENT, INC.; SOVEREIGN CAPITAL INVESTMENTS, S.A.; TNT OFFICE SUPPLY, INC.; NET WORTH GROUP, INC. and JOSHUA TREE GROUP LLC; Defendants, and BANNER SHIELD, LLC; HOSPITALITY MANAGEMENT GROUP, INC.; CREATIVE WEALTH VENTURES, LLC and JTA ENTERPRISES; Defendants Solely for Purposes of Equitable Relief.	§	Case No.:

COMPLAINT

The United States Securities and Exchange Commission ("Commission") files this *Complaint* against Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Grant Cardno, Neulan D. Midkiff, Travis Correll & Co.,

This presentation is accepted for assessed value and consideration and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized representative as true, correct, and complete, with all related endorsements front and back. Pre-paid: exempt from levy. Adjust the account and release the orders to the authorized representative immediately.
1st February 2006

Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Sovereign Capital Investments, S.A. and The Liberty Establishment, Inc. and Joshua Tree Group LLC (collectively "Defendants") and Relief Defendants Banner Shield LLC, Hospitality Management Group, Inc., Creative Wealth Ventures, LLC and JTA Enterprises (collectively "Relief Defendants") and would respectfully show the Court as follows:

I. Summary

1. This matter involves an ongoing fraudulent "high yield investment program" or "prime bank" scheme. The Defendants and their associated entities have offered and sold investments totaling possibly as much as $36 million in purported foreign and international bank deposit programs (collectively, "Bank Deposit programs") to hundreds of investors throughout the United States.

2. Defendants entice investors by promising monthly returns of four to 12 percent, with "no risk" to their investment principal. Investors are also promised and paid "intermediary fees" for referring new investors.

3. In fact, the Bank Deposit programs do not exist and Defendants are conducting a massive "Ponzi" scheme with all of the investor funds commingled among various Correll-controlled accounts, and the "investment returns" paid to investors from the proceeds of more recent investors.

4. It now appears that the "Ponzi" scheme may have collapsed. The promised monthly returns have not been paid to the investors since September 2005. Correll and others have falsely advised complaining investors that the Commission has frozen their bank accounts as a

"necessary step" in the process of "registering" the Bank Deposit programs in accord with the federal securities laws. Other investors have been told that the funds have been frozen under provisions of the Patriot Act.

5. Although investors are no longer receiving payments, during the week of November 21, 2005, at least one of the accounts controlled by Correll was still receiving new investor deposits.

6. By reason of these activities, Defendants have violated Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77e(a), 77e (c) and77q(a)], Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder, [17 C.F.R. § 240.10b-5]. The Commission, in the interest of protecting the public from any further fraudulent activity, brings this action against Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC seeking temporary, preliminary and permanent injunctive relief, disgorgement of illicit profits, plus accrued prejudgment interest and a civil monetary penalty. Additionally, the Commission is seeking permanent injunctive relief, disgorgement of illicit profits, plus accrued prejudgment interest and a civil monetary penalty from Defendants Grant Cardno, Sovereign Capital Investments, S.A. and The Liberty Establishment, Inc. Further, the Commission is seeking disgorgement, plus prejudgment interest, from Relief Defendants, entities to which Defendants have without consideration diverted investor funds. Finally, the

Commission seeks an asset freeze against Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and each Relief Defendant, an accounting and other incidental relief, including the appointment of a receiver to take possession of certain Defendants' and each Relief Defendants' assets so that investor assets will not be further dissipated.

II. Jurisdiction

7. The Commission brings this action pursuant to the authority conferred upon it by Section 20(b) of the Securities Act [15 U.S.C. §77t(b)] and Section 21(d) of the Exchange Act [15 U.S.C. §78u(d)] to enjoin Defendants from future violations of the federal securities laws and to obtain disgorgement of ill-gotten gains, plus prejudgment interest. The Commission seeks the imposition of civil penalties pursuant to Section 20(d) of the Securities Act [15 U.S.C. §77t(d)] and Section 21(d) of the Exchange Act [15 U.S.C. §78u(d)]. The Commission is also seeking disgorgement, plus prejudgment interest, from the Relief Defendants, regarding all funds derived, directly or indirectly, from the Defendant's fraudulent conduct.

8. This Court has jurisdiction over this action pursuant to §22(a) of the Securities Act [15 U.S.C. §77v(a)] and §27 of the Exchange Act [15 U.S.C. §78(aa)] and Title 28 U.S.C. §1331. Defendants, directly and indirectly, made use of the mails and of the means and instrumentalities of interstate commerce in connection with the acts, practices and courses of business described in this *Complaint*.

9. Venue is proper because many of the transactions, acts, practices and courses of business described below occurred within the jurisdiction of the Eastern District of Texas.

III. Defendants

10. Travis E. Correll, age 29, a resident of Atlanta, claims to be a business consultant doing business as Horizon Establishment in connection with the World Bank programs. Correll asserted his Fifth Amendment Privilege in response to the Commission's subpoenas for documents and testimony. Correll is not registered with the Commission in any capacity.

11. Travis Correll & Co., Inc. ("TC&Co") is a Georgia corporation with its principal place of business located in Suwanee, Georgia that claims to be a "a diversified investment company." TC&Co. is not registered with the Commission in any capacity.

12. The Net Worth Group, Inc. ("Net Worth Group"), a Georgia corporation with its principal place of business in Atlanta, was established on May 25, 2005. Correll, Net Worth Group's registered agent, is also a signatory on its bank account. Net Worth Group is not registered with the Commission in any capacity.

13. Gregory W. Thompson, age 52, resides in San Antonio, Texas, and is the president and director of TNT. Thompson asserted his Fifth Amendment Privilege in response to the Commission's subpoenas for documents and testimony. Thompson is not registered with the Commission in any capacity.

14. TNT Office Supply, Inc. ("TNT"), is a Texas incorporated office supply company located in San Antonio. TNT's bank account, which is used to pool investor funds and to pay investment returns, is controlled by Thompson. TNT has refused to produce any documents in

response to the Commission's subpoena. TNT is not registered with the Commission in any capacity.

15. Harry Robinson "Robbie" Gowdey, age 53, resides in Frisco, Texas, and is doing business as Atlas and Jericho Productions in connection with the World Bank programs. From June 1983 through December 1988, Gowdey was an associated person with various Commission registered broker-dealers and held Series 6, Series 22, Series 24, Series 39, Series 62 and Series 63 securities licenses. On October 3, 1989, the NASD revoked Gowdey's registration for his failure to pay fines and costs relating to its complaint against him. Gowdey asserted his Fifth Amendment Privilege in response to the Commission's subpoenas for documents and testimony. Gowdey is not registered with the Commission in any capacity.

16. Dwight J. Johnson, age 61, resides in Garland, Texas, and is Thompson's uncle. Johnson asserted his Fifth Amendment Privilege in response to the Commission's subpoenas for documents and testimony. Johnson is not registered with the Commission in any capacity, and has no disciplinary history.

17. Grant Cardno, age unknown, is believed to be a resident of Norfolk Island, a territory of the Commonwealth of Australia. Cardno is not registered with the Commission in any capacity.

18. Sovereign Capital Investments, S.A. ("Sovereign"), is a purported international business corporation, apparently under Cardno's control, and located on Norfolk Island. Sovereign is not registered with the Commission in any capacity.

19. The Liberty Establishment Inc. ("Liberty") is purported to be registered in the British Virgin Islands for "Service to Humanitarian Ideals." It is apparently under Cardno's control and located on Norfolk Island. Liberty is not registered with the Commission in any capacity.

20. Neulan D. Midkiff, age 63, resides in Forest Lake, Minnesota. He is not registered with the Commission in any capacity.

21. Joshua Tree Group, LLC ("Joshua Tree"), with an address in Carson City, Nevada, is a limited liability company. Its members are Nuelan Midkiff and his wife, Donna Midkiff. Joshua Tree is not registered with the Commission in any capacity.

IV. Relief Defendants

22. Banner Shield LLC was a Nevada limited liability company until its charter was revoked on October 1, 2002. Gowdey and his wife, Dianna Gowdey, were listed as its members. Bank records show that from July 2004 through October 2005, Banner Shield received nearly $450,000 from TNT. Banner Shield is not registered with the Commission in any capacity.

23. Hospitality Management Group, Inc. is a Nevada corporation with its principal place of business in Las Vegas, Nevada. Between July 2004 and October 2005, Hospitality Management Group received over $3.8 million from TNT and from bank accounts controlled by Correll. Hospitality Management is not registered with the Commission in any capacity.

24. Creative Wealth Management LLC is a Burnsville, Minnesota limited liability company that, from July 2004 through October 2005, received over $2.6 million from TNT and

from bank accounts controlled by Correll. Creative Wealth Management is not registered with the Commission in any capacity.

25. JTA Enterprises, Inc. is a sole proprietorship located in Denville, New Jersey. Between July 2004 and September 2005, JTA received over $2.1 million from TNT and from bank accounts controlled by Correll. JTA Enterprises is not registered with the Commission in any capacity.

V. Statement of Facts

A. The Fraudulent Bank Deposit Programs

1. Correll and Cardno's "Trading" Program

26. Since at least July 2004, Correll, through Horizon Establishment, has offered and sold interests in Bank Deposit programs to hundreds of investors.

27. In his sales pitch, Correll claims that he has access to investment in programs involving the overnight trading of bank-issued notes. Correll tells prospective investors that he sends the funds, usually in increments of $5 million to $10 million, to Cardno, who he refers to as the "trader" and who purportedly has contracts with the banks to participate in the purported trading programs.

28. Cardno has visited the United States several times over the course of the fraudulent scheme. During those visits, he has met with investors, usually accompanied by Correll. In these investor meetings, Cardno stated that individuals who wanted to invest $1 million or more could invest directly through him.

29. Correll and Cardno portray themselves as "good Christians" and philanthropists who donate to charitable causes, typically associated with churches and other religious organizations.

30. Correll and Cardno tell investors that their principal is not at risk because it is deposited in a reserve bank account, where, according to them, it remains intact.

31. Correll represents to investors that the programs pay a monthly return of 5 to 10 percent beginning 45 to 70 days after receipt of the principal.

32. In addition to the monthly returns, Correll promises intermediary fees to investors for inducing other investors to invest in the programs.

33. The term of the purported Bank Deposit programs ranges anywhere from four to 12 months, with most of the programs having 12-month terms.

34. Some investors received calendars from Correll highlighting the dates upon which they would receive their monthly payments.

35. To participate in the Bank Deposit programs, investors typically execute a One Year Funds Management Agreement ("Agreement"). The Agreement, on Horizon Establishment's letterhead, identifies Sovereign as the "manager" of the funds. Pursuant to the Agreement, Liberty is appointed "Trustee," and Sovereign is authorized to engage traders and facilitate and effect all types of securities transactions.

36. The Agreement additionally promises that the investors' funds "always stay in a state of non-depletion." Correll and Cardno repeatedly assure investors that their investment principal will remain safe.

37. In April 2005, Correll, in lieu of Horizon Establishment, began using TC&Co. and Net Worth Group as conduits for investor proceeds; and thereafter, investors' funds were sent to bank accounts in the name of TC&Co. or Net Worth Group. Some of the funds were then forwarded to the Horizon Establishment account.

38. In the spring of 2005, Correll advised investors that Cardno would be "retiring" and that Correll would become the "trader." Correll told investors that, as a consequence of this change, the returns might initially be lower, but that after a short period of time, the returns would probably increase to a level higher than before the change.

2. Thompson, Johnson & Gowdey's "Loan" Program

39. Since approximately July 2004, Thompson, Johnson and Gowdey have raised approximately $36 million from hundreds of investors, all deposited into TNT accounts, for purported "investment" in Bank Deposit programs.

40. Although investors' funds were initially sent to TNT, virtually all of the funds were eventually transferred to various Horizon Establishment bank accounts controlled by Correll.

41. Thompson, Johnson and Gowdey market the programs orally, by phone or, more typically, in one-on-one meetings; however, on at least one occasion, they arranged for a luncheon with Correll and approximately 25 current and prospective investors in the Dallas area. During this luncheon, Correll discussed the Bank Deposit programs.

42. Much like Correll and Cardno, Thompson, Johnson and Gowdey describe in their sales pitch a "private banking investment opportunity" in which investor funds are "pooled" and

then forwarded to Correll, the "money manager," who transfers the funds to Cardno, a New Zealand resident.

43. Their explanation of how returns are generated however, differs from the one offered by Correll and Cardno. They claim that Cardno has an exclusive arrangement with "The World Bank" or other major international banks to participate in "loan programs." More specifically, they tell the investors that Cardno deposits investor funds into offshore reserve accounts; that international banks leverage the value of these accounts tenfold, by pledging the funds as collateral for loans to Third World countries.

44. Thompson, Johnson and Gowdey represent to the investors that these loans earn substantial profits that are then shared with the investors in the form of monthly returns, and as further enticement offer that the investors can earn "intermediary fees" by referring other investors.

45. To lend an air of legitimacy to TNT's operation, Thompson, who controls TNT, includes "Forms 1099 MISC" with TNT's monthly investor returns.

46. Thompson, Johnson and Gowdey tell prospective investors that their investment principal remains intact, that the program generates monthly returns of four to 12 percent, and that, over the last four to five years, investors have not failed to receive their monthly payments.

47. Thompson, Johnson and Gowdey convinced some investors, who had previously sent money directly to Correll, that they would earn higher returns if they rolled-over or invested new funds through TNT. They claimed that, because TNT brought in so many investors, it could negotiate a "better deal" with Correll.

3. Midkiff and Joshua Tree

48. Nuelan Midkiff is a member of Joshua Tree, a limited liability company located in Carson City, Nevada. Midkiff induced individuals to invest in the Bank Deposit programs touted by Correll.

49. Midkiff received a referral fee for his efforts, and bank records reflect that approximately $2.55 million flowed into Correll-controlled bank accounts from two Joshua Tree accounts.

C. Representations about the Bank Deposit Programs are False

50. Representations made to investors by Cardno, Correll, Thompson, Gowdey, Johnson and Midkiff about the Bank Deposit programs are materially false and misleading. Most notably, none of the investors' funds have been transferred offshore to Cardno or to any other individual or entity for use in a trading program.

51. Representations made to the investors by Cardno, Correll, Thompson, Gowdey, Johnson and Midkiff concerning the nature of their purported investment returns are materially false and misleading. Payments did no derive from earnings, as claimed, but rather were merely distributions from the funds of other investors.

52. Most fundamentally, Cardno, Correll, Thompson, Gowdey, Johnson and Midkiff fail to disclose the existence of their investment programs and fail to disclose the true source of returns to investors.

E. Relief Defendants receive funds from the Fraud

53. Banner Shield received over $450,000; Hospitality Management received over $3.8 million; Creative Wealth received over $2.6 million; and JTA Enterprises received over $2.1 million from accounts controlled by Correll without any apparent consideration.

F. Defendants' Recent Fraudulent Actions

54. Defendants' Bank Deposit programs apparently have recently collapsed. The last monthly payments to investors were made in September 2005.

55. Since payments stopped, Correll and other defendants, in response to investor complaints, have falsely claimed that the Commission has frozen their bank accounts as part of the normal process of "registering" the Bank Deposit programs under regulations of the federal securities laws. Correll has made no attempt to register any securities offering or class of securities with the Commission.

56. Correll has told a different story to other investors, falsely advising that their funds have been frozen under provisions of the Patriot Act.

57. As recently as November 18, 2005, Correll has claimed that the investors' principal remains safely deposited "offshore" with the Royal Bank of Canada ("RBC"). In fact, although Horizon Establishment and other Correll controlled entities have accounts with a subsidiary of RBC, these accounts are located in Atlanta and have combined balances of less than $8,000.

58. Finally, as of November 22, 2005, bank records of Net Worth Group show that Correll is still raising money and has raised at least $100,000 in the last two weeks.

CLAIMS

FIRST CLAIM

Violations of Section 10(b) of the Exchange Act and Rule 10b-5 thereunder

Plaintiff Commission repeats and incorporates paragraphs 1 through 68 of this *Complaint* by reference as if set forth *verbatim*.

59. Defendants, directly or indirectly, singly or in concert with others, in connection with the purchase and sale of securities, by use of the means and instrumentalities of interstate commerce and by use of the mails (a) has employed devices, schemes and artifices to defraud, (b) has made untrue statements of material facts and have omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading and (c) has engaged in acts, practices and courses of business which operate as a fraud and deceit upon purchasers, prospective purchasers and other persons.

60. As a part of and in furtherance of his scheme to defraud, Defendants, directly and indirectly, prepared, disseminated, used, issued and made oral presentations, false and misleading account statements, written offering documents, promotional materials, investor and other correspondence, which contained untrue statements of material facts and misrepresentations of material facts and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, those set forth above.

61. Defendants made these misrepresentations and omissions knowingly or with severe recklessness.

62. By reason of the foregoing, Defendants have violated and, unless enjoined, will continue to violate, Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 [17 C.F.R. §240.10b-5] thereunder.

SECOND CLAIM

Violations of Section 17(a) of the Securities Act

63. Plaintiff Commission repeats and incorporates paragraphs 1 through 68 of this *Complaint* by reference as if set forth *verbatim*.

64. Defendants, directly or indirectly, singly or in concert with others, in the offer and sale of securities, by use of the means and instruments of transportation and communication in interstate commerce and by use of the mails, has (a) employed devices, schemes or artifices to defraud; (b) obtained money or property by means of untrue statements of material fact or omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaged in transactions, practices or courses of business which operate or would operate as a fraud or deceit.

65. As part of and in furtherance of this scheme, Defendants, directly and indirectly, prepared, disseminated, used, issued and made oral presentations, false and misleading account statements, written offering documents, promotional materials, investor and other correspondence, which contained untrue statements of material fact and which omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, those statements and omissions set forth above.

66. Defendants made the above-referenced misrepresentations and omissions knowingly or with severe recklessness. Defendants, in addition, were negligent in connection with their offer and sale of the securities alleged in this *Complaint*.

67. By reason of the foregoing, the Defendants have violated, and unless enjoined, will continue to violate Section 17(a) of the Securities Act [15 U.S.C. §77q(a)].

THIRD CLAIM

Violations of Sections 5(a) And 5(c) of the Securities Act

68. Plaintiff Commission repeats and incorporates paragraphs 1 through 68 of this *Complaint* by reference as if set forth *verbatim*.

69. Defendants, directly or indirectly, singly or in concert with others, have been offering to sell, selling and delivering after sale, certain securities and have been, directly and indirectly, (a) making use of the means and instruments of transportation and communication in interstate commerce and of the mails to sell securities, through the use of written contracts, offering documents and otherwise, (b) carrying and causing to be carried through the mails and in interstate commerce by the means and instruments of transportation such securities for the purpose of sale and for delivery after sale, and (c) making use of the means or instruments of transportation and communication in interstate commerce and of the mails to offer to sell such securities.

70. No registration statement has been filed with the Commission or is otherwise in effect with respect to the offer and sale of any securities described herein.

71. By reason of the foregoing, Defendants have violated and, unless enjoined, will continue to violate Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e (c)].

FOURTH CLAIM

Claims against the Relief Defendants as Custodians of Investor Funds

72. Plaintiff Commission repeats and incorporates paragraphs 1 through 68 of this *Complaint* by reference as if set forth *verbatim*.

73. Relief Defendants received, directly or indirectly, funds and/or other benefits from Defendants, which either are the proceeds of, or are traceable to the proceeds of, the unlawful activities alleged herein and to which they have no legitimate claim to these funds and property.

74. Relief Defendants obtained the funds and property as part of and in furtherance of the securities violations alleged and under circumstances in which it is not just, equitable or conscionable for them to retain the funds and property, and accordingly, they have been unjustly enriched.

75. The Commission is entitled to an order requiring that Relief Defendants disgorge these funds and property plus prejudgment interest thereon.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court:

I.

Enter a temporary restraining order restraining Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree

Group LLC from continuing violations of Sections 5(a), 5(c) and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e (c) and 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §240.10b-5].

II.

Enter a preliminary injunction enjoining Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC from further violations of Sections 5(a), 5(c) and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e (c) and 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §240.10b-5].

III.

Permanently enjoin each Defendant and their agents, servants, employees, attorneys and all persons in active concert or participation with him who receive actual notice of the injunction by personal service or otherwise, and each of them, from future violations of Sections 5(a), 5(c) and 17(a) of the Securities Act [15 U.S.C. §§ 77e(a), 77e (c) and 77q(a)] and Section 10(b) of the Exchange Act [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder [17 C.F.R. §240.10b-5].

IV.

Require a full and accurate accounting and an interim asset freeze of all assets of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho

Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and each Relief Defendant until a full and accurate accounting can be made of all investor monies raised in this scheme and a determination made as to the disposition of those assets.

V.

Enter and order *instanter* that Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and each Relief Defendant be restrained and enjoined from destroying, removing, mutilating, altering, concealing or disposing of, in any manner, any of their books and records or documents relating to the matters set forth in the *Complaint*, or the books and records and such documents of any entities under their control, until further order of the Court;

VI.

Enter an order that the parties may commence discovery immediately, and that notice periods be shortened to permit the parties to require production of documents or to take oral depositions on seventy-two (72) hours notice by facsimile or personal service;

VII.

Order each Defendant to disgorge an amount equal to the funds and benefits obtained as a result of the violations alleged, plus prejudgment interest on that amount, and each Relief Defendant to disgorge an amount equal to the funds and benefits obtained directly or indirectly,

from the Defendants, which either are the proceeds of, or are traceable to the proceeds of, the unlawful activities alleged herein, plus prejudgment interest on that amount.

VIII.

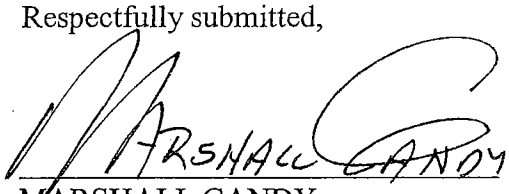
Order civil penalties against each Defendant pursuant to Section 20(d) of the Securities Act, Section 21(d)(3) of the Exchange Act for violations of the federal securities laws as alleged herein; and

IX.

Such other and further relief as the Commission may show itself entitled.

Dated: December 7, 2005.

Respectfully submitted,



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Fort Worth, TX 76102-6882

AO 440 (Rev. 10/93) Summons in a Civil Action

United States District Court

FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION,
Plaintiff,

vs.

TRAVIS E. CORRELL, individually and doing business as Horizon Establishment;
GREGORY THOMPSON;
DWIGHT J. JOHNSON;
HARRY ROBINSON "ROBBIE" GOWDEY, individually and doing business as Atlas and Jericho Productions;
GRANT CARDNO;
NEULAN D. MIDKIFF;
TRAVIS CORRELL & COMPANY, INC.;
THE LIBERTY ESTABLISHMENT, INC.;
SOVEREIGN CAPITAL INVESTMENTS, S.A.;
TNT OFFICE SUPPLY, INC.;
NET WORTH GROUP, INC. and
JOSHUA TREE GROUP LLC;
Defendants,
and
BANNER SHIELD, LLC;
HOSPITALITY MANAGEMENT GROUP, INC.;
CREATIVE WEALTH VENTURES, LLC and
JTA ENTERPRISES,
Defendants Solely for Purposes of Equitable Relief.

SUMMONS IN A CIVIL ACTION

CASE NUMBER: 4:05CV472

TO: JOSHUA TREE GROUP LLC
711 South Carson Street, Suite 4
Carson City, Nevada 89701

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's Attorneys (NAME AND ADDRESS)

MARSHALL GANZ, ESQ.
Lead Attorney
SECURITIES AND EXCHANGE COMMISSION
Burnett Plaza, Suite 1900
801 Cherry Street, Unit #18
Fort Worth, TX 76102-6882

an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

DAVID J. MALAND
CLERK

12-7-05
DATE

Joya McEwen
(BY) DEPUTY CLERK

This presentation is accepted for assessed value and consideration and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized representative as true, correct, and complete, with all related endorsements front and back. Pre-paid: exempt from levy. Adjust the account and release the orders to the authorized representative immediately.

E/N 43458695 Neulan Dwight Midkiff 1st February 2006

3c USA

VLB

RETURN OF SERVICE

Service of the Summons and Complaint was made by me[1]	DATE
NAME OF SERVER	TITLE

Check one box below to indicate appropriate method of service

☐ Served personally upon the defendant. Place where served: _____

_____

☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left: _____

☐ Returned unexecuted: _____

_____

_____

_____

☐ Other (*specify*):

_____

STATEMENT OF SERVICE FEES

TRAVEL	SERVICES	TOTAL

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on _____
Date

_____
Signature of Server

_____
Address of Server

ORIGINAL

FILED - CLERK
U.S. DISTRICT COURT
05 DEC 7 PM 1:31
TEXAS EASTERN
BY

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

TRAVIS E. CORRELL, individually and doing business as Horizon Establishment;
GREGORY THOMPSON;
DWIGHT J. JOHNSON;
HARRY ROBINSON "ROBBIE" GOWDEY, individually and doing business as Atlas and Jericho Productions;
GRANT CARDNO;
NEULAN D. MIDKIFF;
TRAVIS CORRELL & COMPANY, INC.;
THE LIBERTY ESTABLISHMENT, INC.;
SOVEREIGN CAPITAL INVESTMENTS S.A.;
TNT OFFICE SUPPLY, INC.;
NET WORTH GROUP, INC. and
JOSHUA TREE GROUP LLC;

Defendants,

and

BANNER SHIELD, LLC;
HOSPITALITY MANAGEMENT GROUP, INC.;
CREATIVE WEALTH VENTURES, LLC and
JTA ENTERPRISES;

Defendants Solely for Purposes of Equitable Relief.

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Case No. 4:05CV472

This presentation is accepted for assessed value and consideration and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized representative as true, correct, and complete, with all rights reserved. Pre-paid: exempt from levy. Adjust the account and release the orders to the authorized representative immediately. 1N 4358649 5 February 2006

A TRUE COPY I CERTIFY
DAVID J. MALAND, CLERK
U.S. DISTRICT COURT
EASTERN DISTRICT OF TEXAS
By Deputy

EX PARTE TEMPORARY RESTRAINING ORDER, ORDER FREEZING ASSETS, REQUIRING AN ACCOUNTING, AUTHORIZING EXPEDITED DISCOVERY AND GRANTING OTHER EMERGENCY RELIEF

This matter came on before me, the undersigned United States District Judge, this 7th day of December 2005, on application of Plaintiff Securities and Exchange Commission

("Commission") for issuance of an *ex parte* temporary restraining order, order freezing assets, requiring an accounting of revenues, expenses and assets, prohibiting the destruction and/or alteration of documents and authorizing expedited discovery, as to Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC (collectively "Defendants") and Relief Defendants Banner Shield LLC, Hospitality Management Group, Inc., Creative Wealth Ventures, LLC and JTA Enterprises (collectively "Relief Defendants"). Having considered the Commission's *Complaint*, supporting memorandum, declarations and exhibits thereto, and argument of counsel, this Court finds as follows:

1. This Court has jurisdiction over the subject matter of this action and over the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants.

2. The Commission is a proper party to bring this action seeking the relief sought in its *Complaint*.

3. There is good cause to believe that Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC have engaged in acts and practices which constitute violations of Sections 5(a), 5(c)

and 17(a) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77e(a), 77e (c) and77q(a)], Section 10(b) of the Securities Exchange Act of 1934 ("Exchange Act"), [15 U.S.C. §78j(b)] and Rule 10b-5 thereunder, [17 C.F.R. § 240.10b-5].

4. There is good cause to believe that Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC will continue to engage in the acts and practices constituting the violations set forth in paragraph 3 unless restrained and enjoined by an order of this Court.

5. There is good cause to believe that Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC used improper means to obtain investor funds and assets. There is good cause to believe that the Relief Defendants received investor funds and assets as a result of the Defendants' improper conduct.

6. There is good cause to believe that investor funds and assets obtained by the Defendants from the unlawful activities described in the Commission's *Complaint* have been and will be misappropriated, wasted or otherwise used to the detriment of investors. Furthermore, there is good cause to believe that the Defendants do not have sufficient funds or assets to satisfy the relief that might be ordered in this action.

7. There is good cause to believe that giving notice to the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson

"Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC of the Commission's motion for this *Order* would result in immediate and irreparable injury, loss or damage to investors, because it is likely that assets might be dissipated if such notice were given.

8. An accounting is appropriate to determine the disposition of investor funds and to ascertain the total assets that should continue to be frozen.

9. It is necessary to preserve and maintain the business records of Defendants and Relief Defendants from destruction.

10. This proceeding is one in which the Commission seeks a preliminary injunction.

11. The timing restrictions of FED. R. CIV. P. 26(d), 26(f), 30(a)(2)(C) and 34 should not apply to this proceeding in light of the Commission's requested relief and its demonstration of good cause.

12. Expedited discovery is appropriate.

IT IS THEREFORE ORDERED:

I.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC, their agents, servants, employees, attorneys, and all other persons in active concert or participation with them, who receive actual notice of this order, by personal service or otherwise, and each of them, be and hereby are restrained and enjoined from violating Section 17(a) of the Securities Act [15 U.S.C.

§ 77q(a)], directly or indirectly, in the offer or sale of a security, by making use of any means or instruments of transportation or communication in interstate commerce or by use of the mails:

A. to employ any device, scheme or artifice to defraud;

B. to obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or

C. to engage in any transaction, practice or course of business which operates or would operate as a fraud or deceit upon any purchaser.

II.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC, their agents, servants, employees, attorneys, and all other persons in active concert or participation with them, who receive actual notice of this order, by personal service or otherwise, and each of them, be and hereby are restrained and enjoined from violating Section 10(b) of the Exchange Act and Rule 10b-5 thereunder [15 U.S.C. § 78j(b) and 17 C.F. R. § 240.10b-5], directly or indirectly, in connection with the purchase or sale of a security, by making use of any means or instrumentality of interstate commerce, of the mails or of any facility of any national securities exchange:

A. to use or employ any manipulative or deceptive device or contrivance;

B. to employ any device, scheme or artifice to defraud;

C. to make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and/or

D. to engage in any act, practice or course of business which operates or would operate as a fraud or deceit upon any person.

III.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC their agents, servants, employees, attorneys, and all other persons in active concert or participation with them, who receive actual notice of this order, by personal service or otherwise, and each of them, be and hereby are restrained and enjoined from violating Sections 5(a) and 5(c) of the Securities Act [15 U.S.C. §§ 77e(a) and 77e (c)], directly or indirectly, singly or in concert with others, by offering to sell, selling and delivering after sale, certain securities and by, directly and indirectly, (a) making use of the means and instruments of transportation and communication in interstate commerce and of the mails to sell securities, through the use of written contracts, offering documents and otherwise, or (b) carrying and causing to be carried through the mails and in interstate commerce by the means and instruments of transportation such securities for the purpose of sale and for delivery after sale, or (c) making use of the means or instruments of transportation and communication in interstate commerce and of the mails to offer to sell such securities, unless and until a registration statement has been filed with the Commission as to such securities, or while a registration statement as to such securities has been the subject of a refusal order or stop order or (prior to the effective date

of the registration statement) any public proceeding of examination under Section 8 of the Securities Act [15 U.S.C. § 77h].

IV.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and their officers, agents, employees, servants, attorneys and all persons in active concert or participation with them, who receive actual notice of this *Order* by personal service or otherwise, are restrained and enjoined from, directly or indirectly, making any payment or expenditure of funds (including charges on any credit card or draws on any other credit arrangement), and from assigning, conveying, transferring, encumbering, disbursing, dissipating, selling, hypothecating or concealing any assets, monies, or other property owned by or in the actual or constructive possession of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants, pending a showing to this Court that they have sufficient funds or assets to satisfy all claims arising from the violations alleged in the *Complaint*, pending the posting of a bond or surety sufficient to assure payment of any such claim, or until further order of this Court. Further, any bank, trust company, broker-dealer or other depository institution holding accounts for or on behalf of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho

Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants shall make no transactions in securities (excepting liquidating transactions necessary as to wasting assets) and no disbursements of funds or securities (including extensions of credit, or advances on existing lines of credit), including the honor of any negotiable instrument (including specifically, any check, draft, or cashier's check) purchased by or for Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants, pending further order of this Court.

V.

Relief Defendants, and their officers, agents, employees, servants, attorneys and all persons in active concert or participation with them, who receive actual notice of this *Order* by personal service or otherwise, are restrained and enjoined from, directly or indirectly, making any payment or expenditure of funds and from assigning, conveying, transferring, encumbering, disbursing, dissipating, selling, hypothecating or concealing any assets, monies, or other property owned by or in the actual or constructive possession of Relief Defendants, that were obtained, directly or indirectly from Defendants or any person or entity that provided investment funds to Defendants or Relief Defendants, pending a showing to this Court that they have sufficient funds or assets to satisfy all claims to disgorge funds, as set forth in the *Complaint*, pending the posting of a bond or surety sufficient to assure payment of any such claim, or until further order of this Court. Further, any bank, trust company, broker-dealer or other depository institution holding accounts for or on behalf of Relief Defendants shall make no transactions in securities (excepting

liquidating transactions necessary as to wasting assets) and no disbursements of funds or securities, including the honor of any negotiable instrument (including specifically, any check, draft, or cashier's check) purchased by or for the Relief Defendants, pending further order of this Court.

VI.

To effectuate the provisions of Paragraph I above, the Commission may cause a copy of this *Order* to be served on any bank, savings and loan, broker-dealer or other financial or depository institution either by United States mail or by facsimile as if such service were personal service, to restrain and enjoin any such institution from disbursing funds, directly or indirectly, to or on behalf of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants, or any companies or persons or entities under their control.

VII.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants shall make an interim accounting, under oath, within ten (10) days of the issuance of this *Order* or three (3) days prior to any hearing on the Commission's *Motion for Preliminary Injunction* and other relief, whichever is sooner, detailing by amount, date, method and location of transfer, payee and payor, purpose of payment or transfer of: (a) all investor monies and other benefits received,

directly and indirectly, from or as a result of the activities alleged in the *Complaint* or thereafter transferred; (b) all monies and other assets received, directly or indirectly, from investors; (c) all of their current assets wherever they may be located and by whomever they are being held, and their current liabilities; and (d) all accounts with any financial or brokerage institution maintained for the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC at any point during the period from February 1, 2002 to the present. The accounting shall be sufficient to permit a full understanding of the flow of investor funds from the investor to its present location to the extent known by Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants or within their power to learn. The accounting and all documents reviewed in the course of the preparation thereof or otherwise pertaining thereto shall be delivered by facsimile or overnight courier to Marshall Gandy; Securities and Exchange Commission; Burnett Plaza, Suite 1900; 801 Cherry Street, Unit 18; Fort Worth, Texas 76102 by the deadline set forth above.

VIII.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants and their

agents, servants, employees, attorneys, and all persons in active concert or participation with them who receive actual notice of this *Order* by personal service or otherwise, are restrained and enjoined from destroying, removing, mutilating, altering, concealing or disposing of, in any manner, any of their books and records or any documents relating in any manner to the matters set forth in the Commission's *Complaint*, or the books and records and documents of any entities under their control, until further order of this Court.

IX.

A. All parties may take depositions upon oral examination, and demand production of documents or other things, of parties and persons who are not parties prior to the expiration of 30 days after service of the Commission's *Complaint* on Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants.

B. All parties shall comply with the provisions of Rule 45 of the Federal Rules of Civil Procedure, regarding issuance and service of subpoenas, unless the provision of testimony or production of documents is agreed to by the person(s) subpoenaed.

C. Pursuant to Rule 30(a) of the Federal Rules of Civil Procedure, all parties may take depositions upon oral examination, subject to 72 hours notice.

D. Pursuant to Rule 34(b) of the Federal Rules of Civil Procedure, the parties shall produce all documents requested within 72 hours of service of such request.

E. All written responses to any party's requests for discovery under the Federal Rules of Civil Procedure shall be delivered by facsimile or overnight courier to Marshall Gandy;

Securities and Exchange Commission; Burnett Plaza, Suite 1900; 801 Cherry Street, Unit 18; Fort Worth, Texas 76102, or such other place as counsel may direct.

X.

The United States marshal in any district in which any Defendant or Relief Defendant resides, transacts business or may be found is authorized and directed to make service of process at the request of the Commission.

XI.

This Order shall expire at 1:15 o'clock __ A.M./(P.M.), on the 17th day of December, 2005, or such later date as may be ordered by the Court or agreed upon by the parties hereto. Hearing on Plaintiff's *Motion for Preliminary Injunction* shall be held on the 13th day of December, 2005, at 2 o'clock __A.M./(P.M.)

XII.

Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants shall serve any papers in opposition to the Plaintiff's *Motion for Preliminary Injunction* and for other relief no later than December 9, 2005, at 5:00 P.M. Service shall be made by delivering the papers by facsimile or overnight courier by such time to Marshall Gandy; Securities and Exchange Commission; Burnett Plaza, Suite 1900; 801 Cherry Street, Unit 18; Fort Worth, Texas 76102. The Commission shall serve any reply by December 12, 2005, at 5:00 P.M. in the most expeditious means available.

XIII.

Pursuant to Rule 43(e) of the FEDERAL RULES OF CIVIL PROCEDURE, the Court, in determining whether the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants should be preliminarily enjoined, may consider affidavits, declarations and exhibits. *See, e.g., FSLIC v. Dixon*, 835 F.2d 554, 558-59 (5th Cir. 1987); *E. E. Maxwell Co. v. Arti Decor, Ltd.*, 638 F. Supp. 749, 751 n.3 (N.D. Tex. 1986).

Signed at 1:15 o'clock ___ A.M./(P.M.) on this 7th day of December, 2005.

Richard A. Schell
UNITED STATES DISTRICT JUDGE

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

TRAVIS E. CORRELL, individually and doing business as Horizon Establishment;
GREGORY THOMPSON;
DWIGHT J. JOHNSON;
HARRY ROBINSON "ROBBIE" GOWDEY, individually and doing business as Atlas and Jericho Productions;
GRANT CARDNO;
NEULAN D. MIDKIFF;
TRAVIS CORRELL & COMPANY, INC.;
THE LIBERTY ESTABLISHMENT, INC.;
SOVEREIGN CAPITAL INVESTMENTS, S.A.;
TNT OFFICE SUPPLY, INC.;
NET WORTH GROUP, INC. and
JOSHUA TREE GROUP LLC;

Defendants,

and

BANNER SHIELD, LLC;
HOSPITALITY MANAGEMENT GROUP, INC.;
CREATIVE WEALTH VENTURES, LLC and
JTA ENTERPRISES,

Defendants Solely for Purposes of Equitable Relief.

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and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and over certain assets of Relief Defendants Banner Shield LLC, Hospitality Management Group, Inc., Creative Wealth Ventures, LLC and JTA Enterprises (collectively "Relief Defendants"). It appears that this *Order Appointing Receiver ("Order")* is both necessary and appropriate in order to prevent waste and dissipation of the assets of Defendants and Relief Defendants to the detriment of investors.

I.

IT IS THEREFORE ORDERED:

1. This Court hereby takes exclusive jurisdiction and possession of the assets, monies, securities, properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated, of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC, and of the assets monies, securities, properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated of Relief Defendants, that they obtained, directly or indirectly from Defendants, or that are attributable to funds provided to Relief Defendants by Defendants or by an investor or client of the Defendants.

2. Until further order of this Court, all assets of, or under the control of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J.

Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC, along with any assets of the Relief Defendants that they obtained, directly or indirectly from Defendants, or that are attributable to funds provided to Relief Defendants by Defendants or by an investor or client of the Defendants, are frozen, except as otherwise specified herein. The Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC; the Relief Defendants; their respective officers, managers, trustees, agents, servants, employees, attorneys, and all other persons in active concert or participation with them, are hereby restrained and enjoined from, directly and indirectly, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing any assets and property owned by, controlled by, or in the possession of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or any Relief Defendant. This freeze shall include, but not be limited to, those funds located in any bank accounts, brokerage accounts, or any other accounts or property of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or any Relief Defendant described herein.

3. S. Gregory Hays, located at 3343 Peachtree Road, N.E. Atlanta, GA, with the phone number of 404-926-0060, facsimile number 404-926-0055, is appointed Receiver for each of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC, as well as the assets of each Relief Defendant described in Paragraph 1, above, that were obtained, directly or indirectly from the Defendants, or that are attributable to funds provided to Relief Defendants or by an investor or client of the Defendants ("the Receiver Estate"). . The Receiver shall file with the Clerk of this Court a bond in the sum of $10,000, without need for sureties approved by the Court, to assure his conscientious performance of the duties and responsibilities imposed by this *Order*. .

4. All persons, including but not limited to Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants and their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, who receive actual notice of this *Order* by personal service or otherwise, are enjoined from in any way interfering with the operation of the Receivership or in any way disturbing the Receivership Assets and from filing or prosecuting any actions or proceedings which involve the Receiver or which affect the Receivership Assets, specifically including any proceeding initiated pursuant to the United States Bankruptcy Code, except with the prior permission of this Court. Any actions so authorized to

determine disputes relating to Receivership Assets shall be filed in this Court. No person holding or claiming any position of any sort with the Receiver Estate shall possess any authority to act by or on behalf of any of the Receiver Estate, except as authorized by the Receiver.

5. The Receiver shall have and possess all powers and rights to administer and manage the Receiver Estate, including, but not limited to the power and authority to:

(a) to take custody, control and possession of all records, assets, funds, property premises and other materials of any kind in the possession of or under the direct or indirect control of the Receiver Estate and, until further order of this Court;

(b) to manage, control, operate and maintain the Receiver Estate, to use income, earnings, rents and profits of the Receiver Estate, with full power to sue for, collect, recover, receive and take into possession all goods, chattels, rights, credits, monies, effects, lands, books and records of accounts and other documents, data and materials;

(c) to conduct the business operations of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight T. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants, named in the first paragraph of this *Order*, above, and the entities they control, including the collection of rents or continuation and termination or any employment arrangement and all other aspects of any active business operation;

(d) to make such ordinary and necessary payments, distributions, and disbursements as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets;

(e) to sell, rent, lease or otherwise hypothecate or dispose of the assets of the Receiver Estate;

(f) to contact and negotiate with any creditors of the named Defendants for the purpose of compromising or settling any claim, including the surrender of assets to secured creditors;

(g) to receive and collect any and all sums of money due or owing to Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses and make such disbursements as are necessary and proper for the collection, preservation, maintenance, administration and operation of the Receiver Estate;

(h) to renew, cancel, terminate, or otherwise adjust any pending lease agreements to which any named Defendant or Relief Defendant is a party;

(i) to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Estate or proceeds there from, and to institute, prosecute, compromise or adjust such actions or proceedings in state or

federal court as may in his judgment be necessary or proper for the administration, preservation and maintenance of the Receivership Estate;

(j) to institute such actions or proceedings to impose a constructive trust, obtain possession and/or recover judgment with respect to persons or entities who received assets or funds traceable to investor monies, with all such actions filed in this Court;

(k) to open bank accounts or other depository accounts, in the name of the Receiver on behalf of the Receiver Estate;

(l) to prepare any and all tax returns and related documents regarding the assets and operation of the Receiver Estate;

(m) to take any action which could be taken by the officers, directors, managers, members, partners, trustees or other principals of the Receiver Estate;

(n) to take such other action as may be approved by this Court.

6. The Receiver shall perform an accounting of the offering and sale of securities that is outlined in the Commission's Complaint including, but not limited to, the named Defendants' and the Relief Defendants' solicitation, receipt, disposition and use of the proceeds from such offering.

7. The Receiver shall be empowered, but is not required, to file a voluntary petition for relief under Title 11 of the United States Code (the Bankruptcy Code) for the Receiver Estate or any portion thereof. If a bankruptcy petition is filed, the Receiver shall become, and shall be empowered to operate the Receiver Estate as a debtor in possession, with all powers and duties provided to a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Without leave or further order of this Court, no person other than the Receiver is authorized to seek relief for any person or entity included within the Receiver Estate

8. With respect to the asset freeze set forth herein, the Receiver shall be authorized, but not required, to administer, manage, and direct the marshaling, disbursement an/or transfer of monies or other assets held by third parties that are subject to the freeze. The Receiver may, in the reasonable exercise of his discretion, authorize the release, use or segregation of proceeds held by third parties.

9. Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and each Relief Defendant, and their officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, who receive actual notice of this *Order,* shall cooperate with the Receiver and the other professionals working with him in the administration of the Receiver Estate, including, but not limited to, the immediate delivery to the Receiver of the following:

(a) all assets and other materials of the Receiver Estate in the possession or under their control, as well as the name and contact information of any person who has knowledge of the nature or location of assets or other materials belonging to the Receiver Estate;

(b) business records of any kind, whether in hard copy or electronic format, including e-mail files and accounts, customer files, accounting and financial records, bank records and brokerage or other depository records;

(c) insurance policies regarding any assets or persons that are in any way affiliated with the Receiver Estate, along as other information regarding insurance coverage or the absence thereof;

(d) computers and computer files, including e-mail files, along with all passwords for such files, that belong to or or are under the control of any named Defendant or Relief Defendant or that in any way relate to the assets or the operation of the Receiver Estate;

(e) passwords and other identifying information regarding all computer or on-line files, banking or brokerage accounts and/or any other assets of any of the Defendants or Relief Defendants or under their direct or indirect control, specifically including but not limited to, passwords for internet or electronic access banking, brokerage and other on-line accounts;

(f) keys, security cards, parking cards and other access codes for premises, vehicles, safety deposit boxes or accounts or assets under the direct or indirect control of any of the Defendants or Relief Defendants; and,

(g) such other information related to the Receiver Estate as the Receiver and those working with him reasonably request.

10. Any bank, brokerage firm, mutual fund or other financial institution or any other person, partnership, corporation or other entity maintaining of having custody or control of: any brokerage or depository accounts or other assets of the Receiver Estate; or, accounts into which proceeds of the subject investment offering(s) have been deposited; or, accounts or assets under the direct or indirect control of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants, who receives actual notice of this *Order*, shall:

(a) freeze such accounts, funds or assets;

(b) within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for the Commission a certified statement setting forth, with respect to each such account or other assets, the balance in the account or the description of the assets as of the close of business on the date of the receipt of the notice;

(b) promptly cooperate with the Receiver to determine whether and to what extent any accounts, funds or other assets are actually assets or proceeds of assets of the Receiver Estate;

(c) provide to the Receiver records of such funds, accounts and assets and tender said funds and/or the assets to the Receiver.

To the extent that there are assets about which a determination of ownership cannot be made, they shall be turned over to the Receiver to be held in escrow pending a determination of the ownership of such assets.

11. The Receiver is authorized to provide notice of the entry of this *Order* to any governmental agency, person or other entity he deems appropriate. Actual notice may be accomplished by delivery of a copy of this *Order* by hand, U.S. mail, courier service, facsimile, by e-mail or by any other reasonable means of delivery.

12. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service to forward delivery of any mail addressed to Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants named in the first paragraph of this *Order*, above, or any

company or entity under the direction or control of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants, to any Post Office box or other mail depository, to himself. Further, the Receiver is hereby authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims.

13. The Receiver may investigate any matters he deems appropriate in connection with discovering additional information as it relates to the activities of the Receiver Estate. In connection with any such investigation, the Receiver is authorized to:

(a) compel, including by subpoena, the appearance and testimony of all persons, including the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants (prior to and/or after the filing of responsive pleadings in this action) and the production of the originals of any records and materials, of any sort whatsoever, within the possession, custody or control of any person, though the Receiver's authority under this paragraph shall not be construed to require the waiver by any person of any validly asserted privilege; and,

(b) order consumer and credit reports that the he deems necessary and appropriate as a part of his investigation.

14. The Receiver is hereby directed to file with this Court and serve upon the parties, within 45 days after entry of this *Order*, a preliminary report setting out the identity, location and value of the Receivership Assets, and any liabilities pertaining thereto.

15. Absent express permission and leave by this Court, all creditors and other persons seeking money damages or other relief from the Receiver Estate and all others acting on behalf of any such creditors and other persons, including sheriffs, marshals, and all officers and deputies, and their respective attorneys, servants, agents and employees, are, until further order of this Court, hereby stayed. Further, all persons having notice of this Order, including creditors and others seeking money damages or other relief from the Receiver Estate, and all others acting on behalf of any such creditors and other persons, including sheriffs, marshals, and all officers and deputies, and their respective attorneys, servants, agents and employees, are restrained from doing anything to interfere with the Receiver performance of his duties and the administration of the Receiver Estate.

16. The Receiver is authorized to communicate with all such persons as he deems appropriate to inform them of the status of this matter and the financial condition of the Receiver Estate.

17. The Receiver is hereby authorized to employ such employees, accountants, consultants, attorneys and other professionals, including employees of his own professional firm, as are necessary and proper for the administration of the Receiver Estate and the performance of his duties as set forth herein. The Receiver shall seek and obtain the approval of this Court prior to disbursement of professional fees and expenses to himself, his firm or his counsel, by presentation of a written application therefore, and after consultation with the Commission. All costs incurred by the Receiver shall be paid from the Receivership Assets. Upon notice to all

parties in this case, the Receiver may submit a proposed order regarding an administrative process for the approval and payment of professional fees and expenses consistent with this provision.

18. Upon the request of the Receiver, the United States Marshal's Office, in any judicial district, or any other law enforcement agency is hereby ordered to assist the Receiver in carrying out his duties to take possession, custody or control of, or identify the location of, any Receivership Assets or Receivership Records. The Receiver is authorized to remove any person from any premises or real estate that is owned or controlled by any of the Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or that is otherwise part of the Receiver Estate. The Receiver is further authorized to enter any premises, safety deposit boxes, vehicles or other property of Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC or Relief Defendants, and to change any locks or other security mechanisms, and to recover any assets and records located thereon or therein, and, in cases of doubt, to secure assets and, in the case of any contest, to seek a judicial determination by this Court with respect to ownership.

19. The Receiver shall keep the Commission and the Court apprised at reasonable intervals of developments concerning the operation of the receivership, and shall provide to the Commission upon request any documents under the control of the Receiver. The Receiver shall

promptly notify the Court and counsel for the Commission of any failure or apparent failure of named Defendant or Relief Defendant to comply in any way with the terms of this Order.

20. Except for an act of gross negligence or intentional misconduct, the Receiver and all persons engaged or employed by him shall not be liable for any loss or damage incurred by any person or entity by reason of any act performed or omitted to be performed by the Receiver or those engaged or employed by him in connection with the discharge of their duties and responsibilities in connection with the receivership.

II.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this action for all purposes. The Receiver is hereby authorized, empowered and directed to apply to this Court, with notice to the Commission and Defendants Travis E. Correll, individually and d/b/a Horizon Establishment, Gregory W. Thompson, Harry Robinson "Robbie" Gowdey, individually and d/b/a Atlas and Jericho Productions, Dwight J. Johnson, Neulan D. Midkiff, Travis Correll & Co., Inc., The Net Worth Group, Inc., TNT Office Supply, Inc., Joshua Tree Group LLC and Relief Defendants, named in the first paragraph of this *Order*, above, for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Court.

III.

IT IS FURTHER ORDERED that this *Order* will remain in effect until modified by further order of this Court.

EXECUTED AND ENTERED at 1:15 o'clock, P. M. this 7th day of December 2005.

Richard A. Schell
UNITED STATES DISTRICT JUDGE