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DEFENDANT WILLIAM JUNE FLETCHER, JR. CHARGE Theft >\$200K, TPC 31.03, F1

ADDRESS 3421 Brushy Creek, Plano, Texas 75025 CAUSE# 219-81707-09

DESCRIPTION W/M/510/160/BRO/GRN/DOB 07/18/1959 AGENCY/# CCDA

ARREST INFORMATION GJR

C/C Witness: Eliza Cardiel

TRUE BILL OF INDICTMENT

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS: The Grand Jury of Collin County, State of Texas, duly organized at the JULY Term, A.D., 2009 of the 417th District Court of said county, in said court at said term, do present that WILLIAM JUNE FLETCHER, JR., hereinafter "defendant,"

on or about the dates listed below, and before the presentment of this indictment, in Collin County, Texas, and elsewhere, did then and there unlawfully, knowingly, and intentionally, appropriate, to wit: acquire and exercise control over property other than real property, to wit: current money of the United States of America, from the following owners of said property, and in the following amounts:

<u>Owner</u>	<u>Date of Appropriation</u>	<u>Amount of Appropriation</u>
Don Dye	February 28, 2003	\$23,700.00
Don Dye	May 2, 2003	\$38,900.00
Charles E. Erwin	May 28, 2003	\$16,875.00
D. Alan Bowlby	August 20, 2003	\$5,000.00
Don Dye	September 25, 2003	\$28,200.00
Lillian G. Flakes	January 16, 2004	\$6,000.00
Don Dye	February 2, 2004	\$9,350.00

Don Dye	February 27, 2004	\$18,320.00
Philip Meng	April 14, 2004	\$6,750.00
Don Dye	June 16, 2004	\$17,000.00
Don Dye	July 28, 2004	\$17,500.00
Don Dye	December 20, 2004	\$31,250.00
Don Dye	February 1, 2005	\$7,553.75
Lisle Budden	April 4, 2005	\$30,000.00
Ray Rinker	September 30, 2005	\$32,000.00
Ray Rinker	November 2, 2005	\$7,766.40
Glen Baker	March 10, 2006	\$36,500.00
Glen Baker	June 27, 2006	\$13,500.00
Bruce Wasmuth	October 3, 2006	\$50,000.00
Dennis Bloom	November 6, 2007	\$25,000.00
D. Alan Bowlby	January 15, 2008	\$8,000.00
Janice Ashmore	January 18, 2008	\$12,000.00
Steven Steinberg	January 25, 2008	\$4,750.00
Dennis Bloom	March 13, 2008	\$25,000.00
Dennis Bloom dba Starmark Energy LLC	May 9, 2008	\$140,000.00

and said appropriations were without the effective consent of said owners in that consent was induced by deception, to wit:

- a. defendant created and confirmed by words and conduct a false impression of fact that was likely to affect the judgment of said owners in the transactions and that defendant did not believe to be true; and/or

- b. defendant failed to correct false impressions of fact that were likely to affect the judgment of said owners in the transactions, that defendant previously created and confirmed by words and conduct, and that defendant did not at the time believe to be true; and/or
- c. defendant promised performance that affected the judgment of said owners in said transactions that defendant did not intend to perform and knew would not be performed;

and defendant acted with the intent to deprive said owners of said property by withholding said property permanently and for so extended a period of time that a major portion of the value and enjoyment of said property was lost to said owners, and by disposing of said property in a manner that made recovery of said property by said owners unlikely;

and all of said amounts were obtained by defendant pursuant to one scheme and continuing course of conduct and the aggregate value of the property so appropriated was \$200,000.00 or more;

Against the peace and dignity of the State.

Harold W. Garrett

 Foreman of the Grand Jury

FILED
 COUNTY OF ...
 ...
[Signature]

Wmapp

DEFENDANT WILLIAM JUNE FLETCHER, JR. CHARGE Securities Fraud >\$100K, VCS §581-29(C)(1)(c)

ADDRESS 3421 Brushy Creek, Plano, Texas 75025 CAUSE# 219-81708-09

DESCRIPTION W/M/510/160/BRO/GRN/DOB 07/18/1959 AGENCY/# CCDA

ARREST INFORMATION GJR

C/C _____ Witness: Eliza Cardiel

TRUE BILL OF INDICTMENT

IN THE NAME AND BY AUTHORITY OF THE STATE OF TEXAS: The Grand Jury of Collin County, State of Texas, duly organized at the JULY Term, A.D., 2009 of the 417th District Court of said county, in said court at said term, do present that _____

WILLIAM JUNE FLETCHER, JR., hereinafter "defendant,"

on or about the dates listed below, and before the presentment of this indictment, in Collin County, Texas, and elsewhere, did then and there offer for sale and sell securities, to wit: interests in or under an oil, gas, or mining lease, fee, or title; investment contracts; and promissory notes and other evidence of indebtedness, to the below listed persons, in the investments described below, in each of the amounts hereinafter alleged:

A Letter Agreement for a lease bank fund to acquire leases in Coke County, Texas, sold to Don Dye on February 28, 2003, in the amount of \$23,700.00;

A Letter Agreement for the purchase of oilfield equipment and tubulars sold to Don Dye on May 2, 2003, in the amount of \$38,900.00;

Units of participation representing a 2.5% working interest in the Copeland Prospect, Coke County, Texas, sold to Charles E. Erwin on May 28, 2003, in the amount of \$16,875.00;

A unit of participation representing a 1% working interest in the Copeland Prospect, Coke County, Texas, sold to Alan Bowlby on August 20, 2003, in the amount of \$5,000.00;

A Letter Agreement for the purchase of oilfield equipment and representing a 3% working interest in a gas well to be drilled in Roger Mills County, Oklahoma, sold to Don Dye on September 25, 2003, in the amount of \$28,200.00;

A unit of participation representing a 1% working interest in the Copeland Prospect, Coke County, Texas, sold to Lillian G. Flakes on January 16, 2004, in the amount of \$6,000.00;

A Letter Agreement for a 50% interest in leases to be acquired in Haskell County, Texas, sold to Don Dye on February 2, 2004, in the amount of \$9,350.00;

A Letter Agreement for a 25% working interest in leases to be acquired in Denton County and Tarrant County, Texas, sold to Don Dye on February 27, 2004, in the amount of \$18,320.00;

A unit of participation representing a 1% working interest in the Copeland Prospect, Coke County, Texas, sold to Philip Meng on April 14, 2004, in the amount of \$6,750.00;

A Letter Agreement for an oil well production enhancement product sold to Don Dye on June 16, 2004, in the amount of \$17,000.00;

An Invoice for a Copeland Lease extension, Coke County, Texas, pursuant to a 50% interest in said lease sold to Don Dye on July 28, 2004, in the amount of \$17,500.00;

An Invoice pursuant to a 12.5% working interest and representing owner capital contributions for the Long Ranch Prospect re-entry sold to Don Dye on December 20, 2004, in the amount of \$31,250.00;

Units of participation representing a percentage of working interest in the Copeland Prospect, Coke County, Texas, sold to Lisle Budden on April 4, 2005, in the amount of \$30,000.00;

Units of participation representing a percentage of working interest in the Copeland Prospect, Coke County, Texas, sold to Ray Rinker on September 30, 2005, in the amount of \$32,000.00;

Units of participation representing 5% working interest in the Copeland Prospect, Coke County, Texas, sold to Glen Baker on March 10, 2006, in the amount of \$36,500.00;

A Raptor Oil & Gas Corporation promissory note sold to Bruce Wasmuth on October 3, 2006, in the amount of \$50,000.00;

A Letter Agreement for a 25% working interest in a Partial Assignment of Oil and Gas Leases to be acquired in Brown County, Texas, sold to Dennis Bloom on November 6, 2007, in the amount of \$25,000.00;

A Letter Agreement for a 1% over-riding royalty interest in a Partial Assignment of Oil and Gas Leases to be acquired in Brown, County, Texas, sold to D. Alan Bowlby on January 15, 2008, in the amount of \$8,000.00;

A Letter Agreement for a 1% over-riding royalty interest in a Partial Assignment of Oil and Gas Leases to be acquired in Brown, County, Texas, sold to Janice Ashmore on January 18, 2008, in the amount of \$12,000.00;

A Letter Agreement for a 0.5% over-riding royalty interest in a Partial Assignment of Oil and Gas Leases to be acquired in Brown, County, Texas, sold to Steven Steinberg on January 25, 2008, in the amount of \$4,750.00;

A Letter Agreement for a 25% working interest in a Partial Assignment of Oil and Gas Leases to be acquired in Callahan County, Texas, sold to Dennis Bloom on March 13, 2008, in the amount of \$25,000.00;

A Letter Agreement for a percentage working interest in leases to be acquired in Palo Pinto County, Callahan County, and Coke County, Texas, sold to Dennis Bloom, doing business as Starmark Energy, LLC, on May 9, 2008, in the amount of \$140,000.00;

and said defendant engaged in fraud in connection with said offers for sale and sales of said securities by:

Paragraph 1

Intentionally failing to disclose that defendant plead guilty of first degree securities fraud and was sentenced to ten (10) years confinement in the Institutional Division, TDCJ, suspended, placed on community supervision for a period of ten (10) years, and ordered to pay restitution in the amount of \$241,161.00 to Don Dye, in Cause No. 219-81812-06, styled *State of Texas v. William June Fletcher, Jr.*, in the 219th District Court of Collin County, Texas, on or about August 22, 2006, the said information being material fact; and

Paragraph 2

Intentionally failing to disclose that funds paid by investors to defendant were used by defendant for personal and other purposes unrelated to the investments, such as the payment of court-ordered restitution, payment in partial-satisfaction of a civil judgment, country club membership fees, dues or costs, the purchase of a BMW X5, and the purchase of a BMW 750i; and

Paragraph 3

Intentionally failing to disclose that the 219th District Court of Collin County, Texas, ordered defendant to not, directly or indirectly (through one or more third persons), engage in any oil and gas industry promotional activities while on community supervision in Cause No. 219-81812-06, styled *State of Texas v. William June*

Fletcher, Jr., in the 219th District Court, Collin County, Texas, on or about August 22, 2006, the said information being material fact; and

Paragraph 4

Intentionally failing to disclose that the 219th District Court of Collin County, Texas, ordered defendant to not, directly or indirectly (through one or more third persons), offer for sale, sell, or otherwise deal in securities, as that term ("securities") is defined in The Securities Act, while on community supervision in Cause No. 219-81812-06, styled *State of Texas v. William June Fletcher, Jr.*, in the 219th District Court of Collin County, Texas, on or about August 22, 2006, the said information being material fact; and

Paragraph 5

Intentionally failing to disclose that defendant and Texas Oil Equities, Inc., were held jointly and severally liable for breach of contract damages in the amount of \$130,122.00, together with nine percent (9%) simple interest until fully paid in Cause No. 2000-50889, styled *Jim D. Ogle v. William June Fletcher, Jr.*, in the 281st District Court of Harris County, Texas, on or about September 9, 2001, the said information being material fact; and

Paragraph 6

Intentionally failing to disclose that defendant, doing business as EAF Oil & Gas Corporation, was the subject of a final judgment in Cause No. 97-09853, styled *State of Texas v. EAF Oil & Gas Corporation*, in the 345th District Court of Travis County, Texas, on or about Aug. 31, 1999, resulting in administrative and civil penalties totaling \$61,000.00 and based in part on Railroad Commission Statewide Rule violations committed by EAF Oil & Gas Corporation on the McGlothing and Huber Leases in Goliad County, Texas, the said information being material fact; and

Paragraph 7

Intentionally failing to disclose that defendant, doing business as Texas Oil Equities, Inc., and Raptor Oil & Gas Corporation, was the subject of a civil lawsuit in Cause No. 2007-30030-211, styled *Ray Rinker and Lisle Budden v. William J. Fletcher, Jr., Individually and d/b/a Texas Oil Equities, Inc. and Raptor Oil & Gas Corp., Texas Oil*

Equities, Inc., and Raptor Oil & Gas Corp., in the 211th District Court of Denton County, Texas, on or about April 5, 2007, wherein plaintiffs alleged defendant's conduct in connection with an oil-drilling prospect referred to as the Copeland project constituted statutory fraud, common law fraud and sought actual damages, exemplary damages and attorneys' fees, the said information being material fact; and

Paragraph 8

Intentionally failing to disclose that defendant filed a Chapter 7 Voluntary Petition in Bankruptcy, Case No. 05-46750, United States Bankruptcy Court, Eastern District of Texas, Sherman Division, on or about October 12, 2005, the said information being material fact; and

Paragraph 9

Intentionally failing to disclose that defendant, doing business as Texas Oil Equities, Inc., consented to an Order of Prohibition in File No. S-03286(EX), styled *In the Matter of Texas Oil Equities, Inc. and William June Fletcher, Jr.*, entered by the State of Wisconsin, Department of Financial Institutions, Division of Securities, on or about August 26, 2004, prohibiting defendant from further offers or sales of securities in Wisconsin and relating to the offer of working interests in an oil and gas well, the said information being material fact; and

Paragraph 10

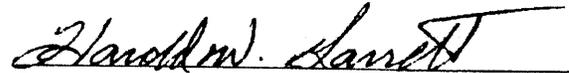
Intentionally failing to disclose that defendant, doing business as Texas Oil Equities, Inc., knowingly misrepresented the relevant fact that defendant owned interests in the McGlothing leases to Don Dye, the said information being material fact; and

Paragraph 11

Intentionally failing to disclose that funds paid by Don Dye to defendant, doing business as Texas Oil Equities, Inc., for the drilling and testing of the Long Ranch Prospect well in Palo Pinto County, Texas, were used by defendant for personal and other purposes, the said information being material fact;

and all of said amounts were obtained by defendant pursuant to one scheme and continuing course of conduct and the aggregate amount obtained was \$100,000.00 or more;

Against the peace and dignity of the State.


Foreman of the Grand Jury

FILED
COUNTY CLERK
HARRIS COUNTY
CLERK
Dane