

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

STATE OF OKLAHOMA)
ex. rel.)
E. SCOTT PRUITT,)
ATTORNEY GENERAL)
OF THE STATE OF OKLAHOMA,)
)
Petitioner,)
)
v.)
)
\$7,783,536.60 in United States)
Currency,)
)
Respondent.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

NOV - 7 2013

TIM RHODES
COURT CLERK

38

Case No. CJ-2013-1544

ORDER

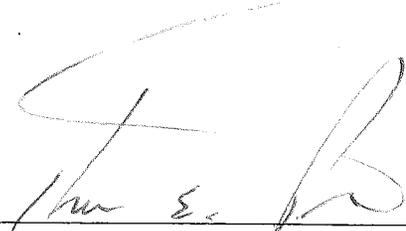
This matter CAME ON before the Court on the Parties' Joint Motion and Notice of Settlement, filed November 7, 2013. Based on a review of the file, submissions of the Parties, and the language of the Parties' Settlement Agreement and Release in the above-captioned cause, the Court, pursuant to the authority vested in it by 21 O.S. 2011, § 2002(K), orders as follows:

1. MidFirst Bank, located at 501 Northwest Grand Boulevard, Oklahoma City, OK 73118, shall immediately issue a cashier's check or bank check from MidFirst Bank account number ending in 8956, in the name of Chase Burns Trust, in the sum of one million dollars (\$1,000,000 USD), payable to the Oklahoma Office of the Attorney General.

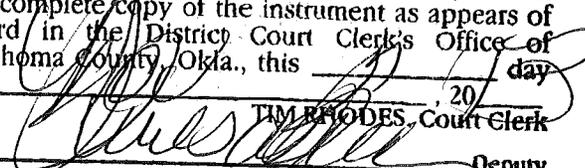
2. MidFirst Bank, located at 501 Northwest Grand Boulevard, Oklahoma City, OK 73118, shall immediately issue a second cashier's check or bank check from MidFirst Bank account number ending in 4441, in the name of International Internet Technologies, LLC a/k/a IIT, in the amount of two million, five-hundred thousand dollars (\$2,500,000 USD), also payable to the Oklahoma Office of the Attorney General.
3. The sum of the two checks issued by MidFirst Bank shall be three million, five-hundred thousand dollars (\$3,500,000 USD).
4. The remainder of the funds seized from Claimants' accounts at MidFirst Bank shall remain in the possession and custody of the Oklahoma Attorney General's Office pending further order from this Court, pursuant to the terms of the Settlement Agreement and Release signed by the parties on November 7, 2013.

IT IS SO ORDERED.

DATED this 7 day of November, 2013.



 THOMAS E. PRINCE
 JUDGE OF THE DISTRICT COURT

I, TIM RHODES, Court Clerk for Oklahoma County, Okla., certify that the foregoing is a true, correct and complete copy of the instrument as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this _____ day of _____, 20____.
 By  TIM RHODES, Court Clerk
 Deputy



 OBA # 21713



 OBA # 15246

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Case No. CJ-2013-1544

AGREED MOTION AND NOTICE OF SETTLEMENT

COMES NOW, the State of Oklahoma, by and through the Attorney General of Oklahoma, E. Scott Pruitt ("Petitioner"), along with Chase Egan Burns; Kristin Burns; OK Coin; International Internet Technologies, a/k/a IIT; Burns Family Land Company, LLC, a/k/a Burns Family Land, LLC; Burns Family Cattle, LLC; Burns Farm Trust; Okie Cannonball, LLC; Prestige Gaming, LLC; Alabama I.T., LLC; Florida Game Promotions, LLC; PITX Internet, LLC; Prestige Minerals, LLC; Teamwork Management; TN Yacht Charters, LLC; and White Flag, LLC ("Claimants"), and hereby file this Agreed Motion and Notice of Settlement ("Agreed Motion").

In this Agreed Motion, both Petitioner and Claimants ("the Parties") in the above-captioned cause provide notice that as of November 7, 2013, the Parties have signed a Settlement Agreement and Release, which is attached as Exhibit 1.1 To carry out the requirements of the Settlement Agreement and Release, the Parties have composed a Draft Order for this Honorable Court's consideration, which is attached as Exhibit 2.

In accordance with paragraph 4(A) of the Settlement Agreement and Release, the Parties now jointly move this Honorable Court, pursuant to its authority under 21 O.S. 2011 § 2002(K),² to direct MidFirst Bank, located at 501 Northwest Grand Boulevard, Oklahoma City, OK 73118, to issue a cashier's check or bank check from MidFirst Bank account number ending in 8956, in the name of Chase Burns Trust, in the sum of one million dollars (\$1,000,000 USD), payable to the Oklahoma Office of the Attorney General.

Further, in accordance with paragraph 4(A) of the Settlement Agreement and Release, the Parties now jointly move this Honorable Court, pursuant to its authority under 21 O.S. 2011 § 2002(K), to direct MidFirst Bank to issue a second cashier's check or bank check from MidFirst Bank account number ending in 4441, in the name of International Internet Technologies, LLC a/k/a IIT, in the amount of two million,

1 In the attached copy of the Settlement Agreement and Release the account information as to the subject property has been redacted except for the last four digits of each of the referenced accounts. *See* Rule 31(C)(3), Rules for District Courts of Oklahoma.

2 "A seized item which has not been released by the petitioner shall be subject to the orders and decrees of the court or the official having jurisdiction thereof." 21 O.S. 2011 § 2002(K).

five-hundred thousand dollars (\$2,500,000 USD), also payable to the Oklahoma Office of the Attorney General.

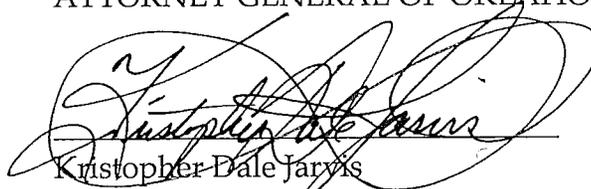
CONCLUSION AND PRAYER

Based on the foregoing Agreed Motion, the Parties pray this Honorable Court issue an Order pursuant to 21 O.S. 2011 § 2002(K) directing MidFirst Bank to issue checks totaling three million, five-hundred thousand dollars (\$3,500,000 USD) to the Oklahoma Office of the Attorney General.

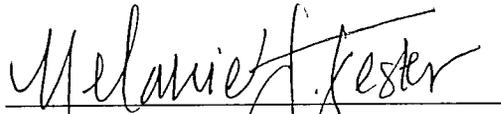
The remainder of the funds seized from Claimants' accounts at MidFirst Bank shall remain in the possession and custody of the Oklahoma Attorney General's Office until such time as Petitioner files a "Stipulation and Motion for Final Order" dismissing the instant civil forfeiture action, and releasing the remainder of the funds to the Claimants, which will occur no later than seven (7) days after the \$3,500,000 USD is received into the Oklahoma Attorney General's Evidence Fund and/or the Oklahoma Attorney General's Revolving Fund.

Respectfully submitted,

E. SCOTT PRUITT
ATTORNEY GENERAL OF OKLAHOMA



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mjester@hartzoglaw.com
mbrooks@hartzoglaw.com

ATTORNEYS FOR CLAIMANTS

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
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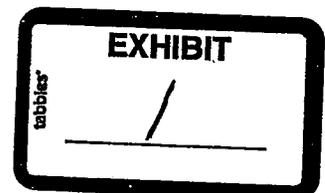
Case No. CJ-2013-1544

SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

1. The parties to the instant "Settlement Agreement and Release" are E. Scott Pruitt, Attorney General of the State of Oklahoma ("PETITIONER"), and Chase Egan Burns; Kristin Burns; OK Coin; International Internet Technologies, a/k/a IIT; Burns Family Land Company, LLC, a/k/a Burns Family Land, LLC; Burns Family Cattle, LLC; Burns Farm Trust; Okie Cannonball, LLC; Prestige Gaming, LLC; Alabama I.T., LLC; Florida Game Promotions, LLC; PITX Internet, LLC; Prestige Minerals, LLC; Teamwork Management; TN Yacht Charters, LLC; and White Flag, LLC¹ ("CLAIMANTS").

¹ The Chase Burns Trust is not named in the instant civil forfeiture action but is a party in interest as a claimant to the seized property and joins in this Settlement Agreement and Release.



2. PETITIONER and CLAIMANTS ("THE PARTIES") hereby consent to mutually enter into the following Settlement Agreement and Release of the above-captioned forfeiture action.

II. SUBJECT PROPERTY

3. The property to which this Settlement Agreement and Release relates ("SUBJECT PROPERTY") is as follows:

- A. MidFirst Bank account # [REDACTED] 3014, in the name of Chase and Kristin Burns;
- B. MidFirst Bank account # [REDACTED] 3022, in the name of Kristin Burns;
- C. MidFirst Bank account # [REDACTED] 6436, in the name of Prestige Minerals, LLC;
- D. MidFirst Bank account # [REDACTED] 6002, in the name of TN Yacht Charters, LLC;
- E. MidFirst Bank account # [REDACTED] 4441, in the name of International Internet Technologies, LLC a/k/a IIT;
- F. MidFirst Bank account # [REDACTED] 3429, in the name of Burns Family Land Co. LLC;
- G. MidFirst Bank account # [REDACTED] 4905, in the name of Burns Family Cattle LLC;
- H. MidFirst Bank account # [REDACTED] 4794, in the name of Prestige Gaming LLC;
- I. MidFirst Bank account # [REDACTED] 8956, in the name of Chase Burns Trust; and
- J. MidFirst Bank account # [REDACTED] 8218, in the name of the Give it Away Foundation.

III. CONSIDERATION

4. As consideration for and acceptance of this Settlement Agreement and Release, THE PARTIES herein agree to resolve this civil forfeiture action as follows:

A. No later than three (3) business days after all PARTIES sign this Settlement Agreement and Release, PETITIONER shall file an agreed motion and accompanying draft order moving the Court, pursuant to its authority under 21 O.S. 2011 § 2002(K),² to direct MidFirst Bank, located at 501 Northwest Grand Boulevard, Oklahoma City, OK 73118, to issue a cashier's check or bank check from MidFirst Bank account # [REDACTED] 8956, in the name of Chase Burns Trust,³ in the sum of one million dollars (\$1,000,000 USD), payable to the Oklahoma Office of the Attorney General. This same agreed motion and accompanying draft order shall also move the Court to direct MidFirst Bank to issue a second cashier's check or bank check from MidFirst Bank account # [REDACTED] 4441, in the name of International Internet Technologies, LLC a/k/a IIT, in the amount of two million, five-hundred thousand dollars (\$2,500,000 USD), also payable to the Oklahoma Office of the Attorney General. The sum of these two checks shall be three million, five-hundred thousand dollars (\$3,500,000 USD), and will be referred to hereafter as the "SETTLEMENT FUNDS."

² "A seized item which has not been released by the petitioner shall be subject to the orders and decrees of the court or the official having jurisdiction thereof." 21 O.S. 2011 § 2002(K).

³ Pursuant to Oklahoma law, all accounts constituting the SUBJECT PROPERTY in this Settlement Agreement and Release are currently "deemed to be in the custody of the petitioner or in the custody of the law enforcement agency."
Id.

B. Following the Court's signature of the draft order described in paragraph 4(A), agents of the Oklahoma Attorney General's office will serve a copy of the Court's Order upon MidFirst Bank and take possession of the SETTLEMENT FUNDS. Upon taking receipt of the SETTLEMENT FUNDS, agents of the Oklahoma Attorney General's Office will immediately convey the SETTLEMENT FUNDS to a finance officer of the Oklahoma Attorney General's Office for placement into the Oklahoma Attorney General's Evidence Fund and/or the Oklahoma Attorney General's Revolving Fund.

C. No later than seven (7) business days after receipt of the SETTLEMENT FUNDS into the Oklahoma Attorney General's Evidence Fund and/or the Oklahoma Attorney General's Revolving Fund, PETITIONER shall file a Stipulation and Motion for Final Order dismissing the instant civil forfeiture action (Oklahoma County case #CJ-2013-1544) with prejudice and releasing the remainder of the SUBJECT PROPERTY from the custody of the Oklahoma Attorney General's Office to the CLAIMANTS.

5. As consideration for this Settlement Agreement and Release, PETITIONER agrees that any and all charges related to commercial gambling, dealing in gambling devices, installing communication facilities for gamblers, dissemination of gambling information, illegal lottery, money laundering, computer crimes, conspiracy, and/or racketeering stemming from the involvement of individual and/or corporate CLAIMANTS in the

operation, management, supply of, facilitation of, or involvement in Internet gaming, simulated gaming, Internet cafes, or sweepstakes games shall be prosecuted in the State of Florida. PETITIONER further acknowledges that such charges have been prosecuted by the State of Florida in Case Nos. 13-CF-695-L and 13-CF-695-M, Eighteenth Judicial Circuit in and for Seminole County, Florida, and that the charges have been dismissed as to Kristin Burns and a plea of nolo contendere without adjudication of guilt has been entered as to Chase Burns. Correspondingly, PETITIONER agrees not to prosecute any of the listed CLAIMANTS, whether individuals or corporate entities, for any violation of Oklahoma Statutes related to commercial gambling, dealing in gambling devices, installing communication facilities for gamblers, dissemination of gambling information, illegal lottery, money laundering, computer crimes, conspiracy, and/or racketeering stemming from the involvement of individual and/or corporate CLAIMANTS in activity that may be deemed unlawful gambling through the operation, management, supply of, facilitation of, or involvement in Internet gaming, simulated gaming, Internet cafes, or sweepstakes games occurring up to and including the date of the Court's final order dismissing the instant forfeiture action.

6. As consideration for this Settlement Agreement and Release and following the completion of all obligations set forth under paragraphs 4(A)-(C), all CLAIMANTS agree to cease the operation, management, supply of, facilitation of, or involvement in activity that may be deemed unlawful gambling through Internet gaming, simulated gaming,

Internet cafes, or sweepstakes games within and/or from the State of Oklahoma and as may be proscribed unlawful by the Oklahoma Statutes.

7. As consideration for this Settlement Agreement and Release and following the completion of all obligations set forth under paragraphs 4(A)-(C), all CLAIMANTS agree to cease the receipt or transfer of proceeds from activity that may be deemed unlawful gambling through Internet gaming, simulated gaming, Internet cafes, or sweepstakes games from or into the State of Oklahoma and as may be proscribed unlawful by the Oklahoma Statutes.

8. THE PARTIES acknowledge and warrant that the benefits conferred to each other under this Settlement Agreement and Release constitute sufficient and adequate consideration for all obligations undertaken by this agreement.

9. Neither this Settlement Agreement and Release nor any of its parts, subparts, and/or terms shall be interpreted in such a manner to prohibit or restrict THE PARTIES from filing an action to enforce this Settlement Agreement and Release or any of its parts, subparts, and/or terms.

10. THE PARTIES agree to file all necessary documents in a timely manner to expeditiously achieve the intentions of this agreement.

11. THE PARTIES have entered this Settlement Agreement and Release voluntarily and had the opportunity to retain counsel of their own choosing prior to entering into this Settlement Agreement and Release.

12. It is expressly agreed that this Settlement Agreement and Release is in the nature of a contractual compromise of disputed civil claims between THE PARTIES. THE PARTIES agree that the SETTLEMENT FUNDS are being paid solely for the purpose of compromising civil claims and do not constitute a payment of fines, penalties, sanctions, or punitive damages. The Settlement Agreement and Release is not an admission of any legal liability by any of THE PARTIES whatsoever.

V. MUTUAL RELEASE

13. Once all parties have fulfilled the obligations set forth under paragraphs 4(A)-(C), PETITIONER and CLAIMANTS mutually release all claims they may have against the other, the other's counsel, or any and all of the other's agents, on their own behalf and on behalf of their respective administrators, heirs, assigns, predecessors, successors, officers, directors, shareholders, parents, subsidiaries, affiliates, related companies, agents, partners, employees, attorneys, insurers, and representatives and release, acquit, and forever discharge each other from any and all claims (whether legal, administrative, or professional, to include bar association complaints/remedies), actions, causes of action (whether arising in contract, tort, civil rights, by statute, or otherwise), demands, debts, liabilities, rights, damages, costs, loss of services, expenses, compensation, third-party actions, suits at law or in equity, including claims or suits for contribution and/or indemnity, of whatever nature, and all consequential damages, that were brought or could have been brought in connection with the facts of this action or which relate to,

arise out of, or in any way result from any matters in connection with the individuals or business entities cited herein, provided, however, that nothing contained within this paragraph shall prohibit THE PARTIES from obtaining relief related to any enforcement necessary to effect this agreement. Such release shall be immediately effective and self-executing once all parties have fulfilled the obligations set forth under paragraphs 4(A)-(C) of this agreement.

VI. ATTORNEY FEES

14. It is stipulated and expressly agreed that THE PARTIES are responsible for their own costs and attorneys' fees.

VII. VENUE

15. Venue for any action for breach or enforcement of this Settlement Agreement and Release shall be in the District Court of Oklahoma County, Oklahoma.

VIII. CHOICE OF LAW AND MERGER

16. This Settlement Agreement and Release shall be governed by the laws of the State of Oklahoma, and represents the complete and entire agreement between THE PARTIES. This Settlement Agreement and Release may not be modified except in a writing approved and executed by the party whose contractual duties or rights are affected and by a duly authorized representative of THE PARTIES.

IX. SEVERABILITY

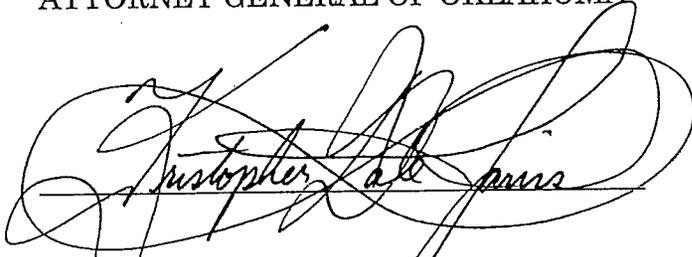
17. Any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

X. EFFECTIVE DATE

18. This Settlement Agreement and Release, its parts, subparts and terms will become EFFECTIVE, BINDING, and ENFORCEABLE upon the signature of THE PARTIES, except for the Release provisions contained in paragraph 13. Following the completion of all obligations set forth under paragraphs 4(A)-(C), this Settlement Agreement and Release shall become EFFECTIVE, BINDING, and ENFORCEABLE by THE PARTIES in each and every respect, including the Release provisions contained in paragraph 13.

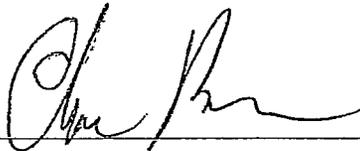
**THIS AND THE PRECEDING EIGHT (8) PAGES ARE UNDERSTOOD AND
AGREED TO BY THE BELOW SIGNATURES.**

KRISTOPHER DALE JARVIS
Authorized Representative for
THE HONORABLE E. SCOTT PRUITT
ATTORNEY GENERAL OF OKLAHOMA



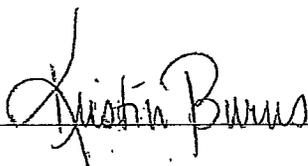
DATE SIGNED 07 Nov 2013

CHASE EGAN BURNS, himself, and on behalf of:
OK COIN;
INTERNATIONAL INTERNET TECHNOLOGIES, a/k/a IIT;
BURNS FAMILY LAND COMPANY, LLC, a/k/a BURNS FAMILY LAND, LLC;
BURNS FAMILY CATTLE, LLC;
BURNS FARM TRUST;
OKIE CANNONBALL, LLC;
PRESTIGE GAMING, LLC;
ALABAMA I.T., LLC;
FLORIDA GAME PROMOTIONS, LLC;
PITX INTERNET, LLC;
PRESTIGE MINERALS, LLC;
TEAMWORK MANAGEMENT;
TN YACHT CHARTERS, LLC;
WHITE FLAG, LLC;
and THE CHASE BURNS TRUST



DATE SIGNED 10-31-13

KRISTIN BURNS, herself:



DATE SIGNED 10.31.13

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
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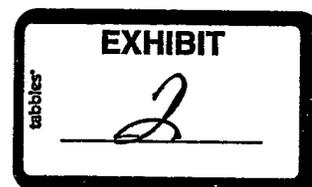
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2. MidFirst Bank, located at 501 Northwest Grand Boulevard, Oklahoma City, OK 73118, **shall immediately issue** a second cashier's check or bank check from MidFirst Bank account number ending in 4441, in the name of International Internet Technologies, LLC a/k/a IIT, in the amount of two million, five-hundred thousand dollars (\$2,500,000 USD), also payable to the Oklahoma Office of the Attorney General.
3. The sum of the two checks issued by MidFirst Bank **shall be** three million, five-hundred thousand dollars (\$3,500,000 USD).
4. The remainder of the funds seized from Claimants' accounts at MidFirst Bank shall remain in the possession and custody of the Oklahoma Attorney General's Office pending further order from this Court, pursuant to the terms of the Settlement Agreement and Release signed by the parties on November 7, 2013.

IT IS SO ORDERED.

DATED this ____ day of November, 2013.

THOMAS E. PRINCE
JUDGE OF THE DISTRICT COURT