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Attorneys for Plaintiffs

IN THE CIRCUIT COURT OF THE SECOND CIRCUIT

STATE OF HAWAII

RONALD VILORIA, MICHAEL W.) Civil No. _____
HALE, ANNA SAWINIUK, and)
ANDREW DAVID LEGG,)
)
Plaintiffs,) COMPLAINT; SUMMONS
)
v.)
)
RANDON WILSON; DORSEY &)
WHITNEY LLP; CHRISTOPHER G.)
GLYNN aka CHRISTIAN J.)
HEMMANN; GEOCURE GLOBAL)
HIVE COOPERATIVE; PUREHIVE)
MAUI BEEHAB, LLC; PUREHIVE)
HAWAIIAN ISLANDS, INC.;)
PUREHIVE, INC.; JOHN DOES 1-10,)
JANE DOES 1-10, DOE)
PARTNERSHIPS 1-10, DOE)
CORPORATIONS 1-10, and DOE)
ENTITIES 1-10,)
)
Defendants.)
)
)
)
_____)

COMPLAINT

COME NOW Plaintiffs RONALD VILORIA, MICHAEL W. HALE, ANNA
SAWINIUK, and ANDREW DAVID LEGG, and for their complaint against

Defendants in this action, allege and aver as follows:

PARTIES AND JURISDICTION

1. At all times relevant to this Complaint, Plaintiff RONALD VILORIA ("Mr. Viloría") was and is a resident of the County of Maui, State of Hawaii.

2. At all times relevant to this Complaint, Plaintiff MICHAEL W. HALE ("Mr. Hale") was a resident of the County of Hawaii, State of Hawaii, with his current residence in the County of Washington, State of Oregon.

3. At all times relevant to this Complaint, Plaintiff ANNA SAWINIUK ("Ms. Sawiniuk") was and is a resident of the County of Maui, State of Hawaii.

4. At all times relevant to this Complaint, Plaintiff ANDREW DAVID LEGG ("Mr. Legg") was a resident of the County of Maui, State of Hawaii, with his current residence in Nevada County, State of California.

5. Upon information and belief, Defendant RANDON WILSON was a resident of Salt Lake City, Utah, at all times relevant to this complaint.

6. Upon information and belief, Defendant DORSEY & WHITNEY LLP is a limited liability partnership with its headquarters in Minneapolis, Minnesota.

7. Defendant DORSEY & WHITNEY LLP is named herein under the theory of Respondeat Superior. Upon information and belief, Defendant WILSON was under that entity's direct supervision, employ, and control when he committed the negligent acts described herein. Defendant WILSON engaged in this conduct while acting in the course and scope of his employment with DORSEY & WHITNEY LLP, and/or providing services in that capacity. Defendant WILSON was acting at least in part in the interests of his employer when he advised future investors to support the entities described herein, and omitted material information, so that he and DORSEY & WHITNEY LLP would be paid for his services. The tortious conduct by Defendant WILSON was a foreseeable and well-known hazard of his role as attorney for the entities described herein. Thus, Defendant DORSEY&WHITNEY LLP is liable for the negligent conduct of Defendant WILSON under the law of vicarious liability, including the doctrine of respondeat

superior.

8. Upon information and belief, Defendant CHRISTOPHER G. GLYNN aka CHRISTIAN J. HEMMANN (hereinafter “GLYNN”) was a resident of Maui County, Hawaii, during the events of the Complaint, and his current residency status is unknown to Plaintiffs.

9. Defendant GEOCURE GLOBAL HIVE COOPERATIVE, INC. is a Utah non-profit corporation doing business in the State of Hawaii during the time frame relevant to this Complaint.

10. Defendant PUREHIVE MAUI BEEHAB LLC is a Delaware limited liability company doing business in the County of Maui, State of Hawaii.

11. Defendant PUREHIVE HAWAIIAN ISLANDS INC. is a Hawaii domestic for-profit corporation.

12. Defendant PUREHIVE, INC. is a Delaware corporation doing business in the State of Hawaii.

13. JOHN DOES 1-10, JANE DOES 1-10, DOE PARTNERSHIPS 1-10, DOE CORPORATIONS 1-10, and DOE ENTITIES 1-10 are sued herein under fictitious names for the reason that their true identities are unknown to Plaintiffs, except that they are connected in some manner with Defendants, and are agents, servants, employees, employers, representatives, co-venturers, associates, or independent contractors of Defendants and/or were in some manner presently unknown to Plaintiffs engaged in activities alleged herein and/or were in some manner responsible for the injuries and damages to Plaintiffs and that their “true names, identities, capacities, activities and/or responsibilities” are presently unknown to the Plaintiffs or their attorneys.

14. Unless otherwise specifically stated, all events material to this Complaint occurred within the County of Maui and within the jurisdiction of the Circuit Court of the Second Circuit, State of Hawaii.

FACTS

15. Plaintiffs are all independent entrepreneurs and investors, who were

injured by Defendants on or about the same time period as Keith Baldwin, a Plaintiff in a related case entitled Keith Baldwin vs. Randon Wilson et al., 2CCV-21-0000021, filed herein on January 22, 2021, and subsequently removed to the United States District Court for the District of Hawaii, as Case No. CV-21-109.

16. Plaintiffs were injured through the same series of transactions and/or occurrences as Mr. Baldwin. For purposes of clarity and ease of reference, the facts involving Mr. Baldwin are restated herein.

17. On or about October 28, 2018, Mr. Baldwin met Defendant GLYNN in Maui, Hawaii at the Hawaii Farmers Union Convention, where GLYNN was promoting his business concept, “PureHives.” GLYNN presented himself as CHRISTIAN J. HEMMANN, and stated that he represented the Sylvia Hemmann Global Trust.

18. GLYNN described himself as the founder and senior manager of PureHive, Inc., and the founder of several other entities, including The Hawaiian BeeHab LLC, Earth’s Purest Inc., Growvana Inc., HiveCoin Inc. and GeoCure Global Hive Cooperative (GeoCure™) and the creator of the “Plan Bee™” algorithm.

19. GLYNN provided Mr. Baldwin with several documents proposing to sell him 100 PureHives – an investment in his company designed to avoid securities regulations.

20. In the executive summary, GLYNN explained his new business plan as follows:

THE PROBLEM:

Due to a condition termed as “Colony Collapse Disorder (CCD)”, the global honey bee population has declined 50% over the past 20 years with the US In precipitous decline, the loss of bee habitat has caused the per hive yield of honey to drop from 150 lbs. per hive annually in 1960 to just 58.9 lbs. per hive in 2016.

Based on this and the current 40% to 90% annual hive losses caused by CCD, the majority of North American Commercial Beekeepers are struggling to find suitable “bee locations” with sufficient forage and water (bee habitat) required to make this 58.9 lbs. per hive annually and manage their annual hive loss to maintain profitability.

THE SOLUTION:

PureHive Inc. (PureHive™), has developed a **proprietary organic process** that will accomplish the following:

- 1) Significantly reduce hive loss to economically viable levels of 10% or less annually.
- 2) Increase and preserve the honey bee population by breeding and organizing one million hives over the initial five-year period.
- 3) Store, manage and preserve these one million+ hives at locations called BeeHab™ (Bee Habilitation / Bee Habitat), that provide attending hives with unlimited pure food (Bee SuperForage™), and abundant water.
- 4) Have PureHives™ produce 150lbs. to 300lbs. of honey per hive annually; 3X to 5X the National Average of 58.9lbs annually.
- 5) The PureHive™ 5-year goal of having these PureHive™ owned or managed hives, produce 100m to 150m lbs. of “Earth’s Purest Honey™” annually.
- 6) Through access to BeeHab, provide the beekeeping industry an alternative to their mainstay pollination event of California almonds, that is economically superior by three times to five times
- 7) By providing beekeepers with a significant increase in their current annual revenue, over the initial 3-year period, consolidate and organize a minimum of 1,000,000 existing US commercial bee hives.
- 8) The consolidation/organization of these 1,000,000+ hives will include their becoming part of (2) agricultural Cooperatives; The GeoCure Global Hive Cooperative (GeoCure™) and the Purest Earth Honey Cooperative (Earth’s Purest™).
- 9) Coordinate the preservation, protection and breeding of honey bees through partnerships with nonprofit organizations and beekeeping associations globally; beginning with, BeeFriend Earth™, The Earth Healing Institute 143 Earth™, Bees Abroad UK and Africa just to name a few.

21. GLYNN had several conversations with Mr. Baldwin, in which he explained his business concept and extolled the investment opportunities of purchasing PureHives, equity in the Hawaiian Island BeeHab, LLC, and membership in Defendant GEOCURE GLOBAL HIVE COOPERATIVE, INC. ("GeoCure").

22. The PureHive Hawaii Initiative was represented as a collaborative effort between PureHive, Inc., a Delaware Corporation, and GeoCure. PureHive, Inc. was the owner of the proprietary organic process, and responsible for the

development of the PureHives and maximizing honey production, while GeoCure would be composed of members who purchased PureHives from PureHive, Inc., and were interested in selling and profiting from the honey:

The PureHive™ global campaign will launch in October / November of 2018 in conjunction with The GeoCure Global Hive Cooperative™, offering to sell a PureHive™ to their members for \$699 up to \$799 per PureHive™ as a purchase or provided as a “thank you gift” for a tax-deductible donation of \$1,000 to BeeFriend Earth or Earth Healing Institute / 143 Earth™ Nonprofits.

These PureHives™ owned by members of the Global Cooperative, will then be stored and preserved at PureHive BeeHabs™, initially in Hawaii, California and Colorado, in a management agreement with the Cooperatives.

Through the Cooperative structure, a PureHive™ is available to anyone in the world that wants a live, honey producing bee hive...guaranteed by PureHive™ not to die or suffer from CCD at BeeHab™.

PureHives™ are available to anyone anywhere, even if the buyer has zero experience, space or time to take care of them. A PureHive™ is stored, managed and grown at BeeHab™ for the owner, who will become a Virtual Beekeeper or a “VeeKeeper™”. Through the Global Cooperative Structure, a PureHive™ is available to: Anyone ...Anywhere in the world, who wants to help Save our Bees, Loves Honey ...and would like to make money, for their schools, organizations, themselves or their families.

PureHive™ will guarantee PureHives™ stored, managed and grown at its BeeHabs™ will produce a minimum of 60lbs of honey annually with the goal of each PureHive™ producing 200+lbs. annually. The GeoCure Global Hive Cooperative, will agree to and have the exclusive rights to purchase the PureHive™ owners 50% of the honey, paid paid quarterly. The PureHive™ owner will then be able to purchase discount honey from the Cooperative, using their “iHoney™ account; www.iHoney.Love

23. According to the documentation GLYNN provided to Mr. Baldwin, PureHive, Inc. owned the rights to the proprietary processes and the rights to future development of hives, and was selling its PureHives (the rights to future hives) rather than securities to future members of GeoCure. Investors were issued future “PureHives” from GeoCure rather than equity to avoid securities violations.

24. On or about November 1, 2018, GLYNN offered Mr. Baldwin – as a future member of GeoCure- a one-time purchase of 100 PureHives for \$69,990 along

with a “gift” of 0.25% equity in Hawaiian Island BeeHab, LLC.

25. The Hives Issuance Document described the offer as an “ISSUANCE OF (100) PUREHIVES & ADDED VALUE FOUNDERS EQUITY ISSUANCE IN: THE HAWAIIAN ISLANDS BEEHAB LLC” and explained the purchase as follows:

Thank you for your interest in purchasing PureHives. Here is an official description of what you will receive for your purchasing (100) PureHives, issued from the GeoCure Global Hive Cooperative.

1) For your total payment of \$69,990 you will receive (100) PureHives @ \$699 each

AGREED PAYMENTS: \$35,000 Paid via wire transfer November 2nd, 2018

\$34,990 Paid via wire transfer by Tuesday November 6th, 2018

2) These 100 PureHives will be grown into 2,144 PureHives over a 5-years period (Revenue & Growth Projections for (100) PureHives (attached).

Additionally, upon the full payment to GeoCure Global Hive Cooperative of;

\$69,990 (SIXTY-NINE THOUSAND NINE HUNDRED NINETY USD) being provided as herein described, in addition to the issuance of (100) total PureHives, you are provided the following Added Value:

3) You are issued 1/4th of 1% (0.0025%) in; The Hawaiian Island BeeHab, LLC (All Hawaiian Islands)

4) In 5 Years, PureHive Inc. Global is expected to encompass 100,000+ total acres

5) These 100,000 acres will support 4+ PureHives per-acre at BeeHab, w/ SuperForage™ for a total of 400,000+ PureHives.

6) 1/4th of 1% (0.0025%) of 400,000 is the equivalent of (1,000) PureHives LLC (All Hawaiian Islands)

7) This ¼ of 1% will provide a quarterly dividend for honey production and sales to include sales of Bees Wax, Bee Pollen, Royal Jelly etc., anticipated to begin in August 2019.

8) Within 90 days, PureHive Inc. legal, Dorsey Whitney LLP, the offices of Randon W. Wilson, will provide you an options package that describes your rights to purchase additional shares in; PureHive™, Earth's Purest™, HiveCoin™ and Growvana™ and/or HiveShares™ in PureHives Globally, if they are split into fractional shares.

9) 5% (FIVE PERCENT) Finder's Fee for referring your contacts who purchase PureHives.

26. GLYNN shared literature about the offer and the PureHive Hawaii Initiative with Mr. Baldwin. Defendant WILSON was cc'd on the communications sharing the literature. The literature GLYNN shared included signed issuance documents for 100 PureHives, Executive Summary, List of Directors, and the Issuance.

27. Defendant RANDON WILSON ("Defendant WILSON") appears prominently in the PureHive Hawaii Initiative documents as "Senior Cooperative Consultant SHGT, GeoCure Global Hive," and PureHive, Inc. "Founding Equity Owner and Senior Advisor." He was described as counsel for both the GeoCure cooperative and the PureHive, Inc. corporation: "PureHive Inc. / GeoCure Global Hive Cooperative Senior Legal Counsel, Randon W. Wilson, Dorsey Whitney LLP." His long career and experience in the agriculture industry were listed first and foremost in the Executive Summary as support for the legitimacy of the venture. Defendant WILSON was included as an addressee on the email correspondence between GLYNN and Mr. Baldwin.

28. In the PureHives Issuance document, the purchase funds were to be deposited directly into Defendant WILSON's client trust account.

29. Mr. Baldwin requested to speak to Defendant WILSON directly before completing the purchase. GLYNN agreed to hold the offer for a period of twenty four hours.

30. On November 2, 2018, Mr. Baldwin called Defendant WILSON on the phone about the opportunity for investment in PureHives. Mr. Baldwin introduced himself and explained the offer from GLYNN. He explained how Defendant

WILSON's role had been represented to him. He asked Defendant WILSON a simple question: Did he believe, based on his experience and knowledge of the project, that it would succeed? Defendant WILSON confirmed that he thought it would.

31. On November 3, 2018, Mr. Baldwin made the first deposit of \$35,000 to Defendant WILSON's client trust account. On November 5, 2018, he made the second deposit of \$34,990. Both wire transfers were authorized and completed to

Randon W. Wilson: Client Trust Account

Account # *****223

Routing #: 121000248

Wells Fargo Bank: 79 South Main, Street, Salt Lake City, Utah 84111

32. On or about November 14, 2018, Mr. Baldwin sent a further email to Defendant WILSON requesting advice and further explanation about GeoCure and Pure Hive, Inc. The following day, he received a response from Defendant WILSON through his Dorsey email account. In the email, Defendant WILSON answered specific questions about the cooperative. He indicated that key provisions had been drafted by him. When Mr. Baldwin stated he would like to see the cooperative membership agreement for further clarification, Defendant WILSON indicated that it was currently being completed and "I will work with the Board and members to complete this as soon as we can."

33. Although Mr. Baldwin was to become a member of the GeoCure through his PureHive purchase, the cooperative agreement Defendant WILSON claimed he was working on was never provided nor did Defendant WILSON inform Mr. Baldwin of the identity of the GeoCure "Board and members" that Defendant WILSON was consulting. In fact, Mr. Baldwin learned, neither the "Board" nor any members even existed at the time.

34. On or about December 6, 2018, GLYNN sent out an email invitation to a "group dinner & meeting":

Good morning Everyone ??

The PureHive General Counsel - Randon W Wilson has Thursday the 20th of

December available to fly into Maui for a group dinner & meeting; Please RSVBEE ??

Let us know ASAP ...if you are going to be in attendance.
See Exhibit 6, email of December 6, 2018. Defendant WILSON was cc'd on the correspondence, and gave no indication that he was not "PureHive General Counsel" as described. Mr. Baldwin rsvp'd.

35. On December 20, 2018, Defendant WILSON came to Maui for the dinner. In a meeting prior to the dinner, he told a group of about four or five people that he was aware of GLYNN's past failed business activities but that he believed GLYNN and thought the venture could work. The group included Jenny Pell (president of PureHive, Inc.), Rhea Peck (GLYNN's assistant), Defendant WILSON, Hope Anderson, and Robyn Pfahl (Hawaii Counsel).

36. At the dinner, later that evening, Defendant GLYNN showed a Kickstarter fundraising video which he claimed would be instrumental in raising funds for the PureHive Initiative. Defendant WILSON was introduced again as general counsel for PureHive, Inc. He spoke in support of GLYNN and his mission and the PureHive Initiative, and encouraged further investment. Mr. Baldwin had a further brief conversation with him. By supporting the PureHive Initiative with his presence and reputation, Defendant WILSON made the venture seem legitimate.

37. At the beginning of January, 2019, Jenny Pell, who had been working as president and CEO of PureHive, Inc. resigned from her position. She described a primary reason for her resignation to be her own discoveries regarding the finances and prior debt of PureHive, Inc. She discovered that GLYNN had promised at least four prior investors equity and distributions in exchange for a total sum of at least \$200,000. This group included Dr. Connie Call, James Mathewson, Wayne McMichael, and Pamela Mills. Funds had come from Colorado, California and Texas over at least two years. Defendant WILSON had figured prominently in each of the prior equity issuances. Ms. Pell also made contact with an FBI agent, Dean J. DePietro, who was pursuing a federal indictment in New Jersey against GLYNN for past fraudulent activity very similar to the current scheme (See Crim No. 19-567

(RBK), D. N.J. August 14, 2019).

38. GLYNN discredited Ms. Pell, and Defendant WILSON supported him. Mr. Baldwin did not see evidence of Ms. Pell's claims until much later.

39. Defendant WILSON worked closely with GLYNN and Hawaii Counsel Robyn Pfahl in handling matters related to Ms. Pell's resignation, and the structure of the new board.

40. On or about January 15, 2019, Mike Hale was appointed the new president of the PureHive, Inc. board, and Mr. Baldwin was appointed treasurer and Chief Financial Officer (CFO). Defendant GLYNN persuaded Mr. Baldwin to finance the PUREHIVE, INC. initiative in Hawaii through a credit card and two loans in reliance on his own personal credit.

41. In the beginning of February 2019, Mr. Baldwin took out a working capital loan of \$212,000, which was going to be used to help the PureHive Initiative begin a new venture with Mahi Pono on Maui. Mr. Baldwin retained the funds and disbursed them as needed until the deal with Mahi Pono could be finalized.

42. Later in March, GLYNN angered key figures and the Mahi Pono deal failed.

43. On February 5, 2019, Defendant WILSON issued an invoice through the DORSEY firm for his work on behalf of the PureHive Initiative. The work included hours of work relating to the structure of the new Purehive, Inc. board, agenda items for meetings of the board, work on Geocure and the organization of other cooperatives, and drafting the cooperative membership agreements as well as assisting GLYNN with communications to the public defender in a criminal defense matter. Defendant WILSON had already been working for GLYNN for at least two years at this point.

44. By the end of February 2019, GLYNN had incurred thousands of dollars of corporate debt, and there was no prospect of any profit to cover the expenses. GLYNN was actively encouraging the Hawaii board members to sell additional PureHives, and promoting his Friend and Family Plan packages to raise additional funds. Defendant WILSON was cc'd on this correspondence and echoed

the encouragement to sell PureHives on conference phone calls.

45. As of at least January 15, 2019 Defendant WILSON was on notice that prior PureHive purchasers were complaining of misrepresentations and demanding their money back.

46. Bob Gibbons, a previous victim of GLYNN, had contacted Defendant WILSON several times in January demanding repayment of \$250,000 owed to him by GLYNN.

47. GLYNN continued to encourage the team to sell PureHives. Defendant WILSON responded with edits to his emails, but was generally encouraging to the team to continue selling PureHives. Hawaii Counsel Robyn Pfahl was sharply critical of the contracts and refused to be associated with any of GLYNN's promises.

48. By mid-March, the PureHive, Inc. Board was demanding that GLYNN relinquish control of the PureHive Hawaii Initiative and put the Board in direct contact with all purchasers of PureHives and equity owners. On March 26, 2019, pursuant to a memorandum of understanding prepared by Robyn Pfahl, GLYNN gave Mr. Baldwin a "complete download" of the accounts for PureHive, Inc. and GeoCure. The accounting documents revealed that \$147,067.53 of withdrawals, transfers and checks from the GeoCure bank account were unaccounted for. It also showed 15 overdraft fees in August and September 2018, and totals of \$24,465 and \$136,255 wired directly into the GeoCure account for PureHive purchases. The PureHive issuances GLYNN provided showed about \$375k in PureHive sales, but those funds were not in the accounts.

49. Mr. Baldwin was further provided a ledger of Defendant WILSON's client trust account from October 30, 2018 to December 11, 2018. The ledger showed Mr. Baldwin's November 3 and 5, 2018 deposits of \$69,900 in exchange for the 100 PureHives. At that time the balance in the account was \$3,605. Beginning on November 6, 2018, Mr. Wilson transferred \$24,000 of the funds in the client trust account to BeeFriend Earth, Inc., a company wholly controlled by Glynn, \$15,900 to GeoCure, \$6,000 to pay a past due invoice to Inetz Web Security, and \$25,000 as an escrow deposit for an unknown purchase of land.

50. GLYNN had told Mr. Baldwin that the funds would be deposited directly into the GeoCure account for the purchase of PureHives.

51. Defendant WILSON did not provide any documentation to the PureHive, Inc. Board of Directors regarding either BeeFriend Earth, Inc., or Inetz Web Security, nor was the Board cc'd on any correspondence inquiring as to the nature of these transfers. Mr. Wilson was apparently directed by GLYNN on how to transfer the funds, and did not question him.

52. When Mr. Baldwin showed Robyn Pfahl his findings, she resigned. Ms. Pfahl wrote a letter to the other board members of PureHive Hawaii, Inc., Mr. Baldwin and Mike Hale, explaining her grave concerns, recommending that the entities in the PureHive Initiative be dissolved, that existing board members resign, and that immediate steps be taken to cover existing liabilities. Robyn Pfahl, Mike Hale and Mr. Baldwin resigned from their positions in the PureHive Initiative on March 28, 2019.

53. Among Ms. Pfahl's critiques of the initiative, she pointed out the following specifically as regards GeoCure:

ATTORNEY REPRESENTATIONS - invested individuals have relied on Randon Wilson's representation that GeoCure Global Hive Cooperative is fundamentally sound, and have specifically relied on his fiduciary relationship as trustee of funds received for/by the organization as he has represented that, if funding comes into Randon's client trust account, the monies are protected by the Cooperative structure... however Randon has known that, after Randon makes the deposits from his client trust account directly into GeoCure's US Bank Account, only Christian Hemman has had actual access to withdraw from the GeoCure account.

54. The following day, March 29, 2019, Defendant WILSON wrote a letter of support to all investors reassuring them that while "I have been informed that the Pure Hive team in Hawaii is being reorganized including the resignation of legal counsel Robyn Pfahl," GeoCure itself remained viable, matters were still on track, hives would be built within six months to a year, arrangements for the flow of revenue were being made, and that he would continue to "monitor matters as they relate to the Cooperative."

55. On April 5, Defendant WILSON followed up with a further email to Robyn Pfahl and the recently resigned Hawaii board of PureHive, Inc. warning them that they continued to be bound by their confidentiality agreements, and asserting that “PureHive, Inc. is moving forward as planned.”

56. Mr. Baldwin later investigated the matter and spoke to previous investors. Mr. Baldwin discovered that Defendant WILSON had been working with GLYNN since at least January 2017 as senior counsel and a representative of GLYNN’s hive-related businesses. He appeared prominently on equity issuances since at least January 22, 2017.

57. By at least June of 2017, GLYNN was selling equity issuances on behalf of PureHive, Inc. Defendant WILSON appeared prominently on these documents as the agent and representative of PureHive, Inc. Investors were invited to “discuss the details” of their transactions with Defendant WILSON.

58. GLYNN invited WILSON on several occasions to meet with investors in person in Los Angeles and answer their questions regarding PureHive, Inc. Defendant WILSON “inspired trust” because of his manner, stature and reputation. According to investors, “Randon was the benchmark of legal stuff,” and “controlled the overall mission.” Defendant WILSON also received payments directly from investors.

59. Defendant WILSON was the addressee for the GeoCure account, and received regular correspondence from the bank, including account statements, and overdraft notices.

60. Furthermore, from at least October 2018, purchasers of PureHives were directed in their hive issuances to pay the funds directly to Defendant WILSON’s client trust account. Defendant WILSON then transferred the funds from his client trust account to other accounts owned or controlled by GLYNN, including the GeoCure account.

61. Defendant WILSON was further responsible for creating the GeoCure governing documents, and establishing a board and membership agreement. Until he did so, he was fully aware that there was no financial oversight over GLYNN's

use of the account.

62. Defendant WILSON further received the GeoCure bank statements, which listed all debits and credits to the account. The statements show that as of August 31, 2018 the account was overdrawn in the amount of \$234.82. As of September 30, the balance was \$898.63. From October 30, 2018, to February 28, 2019, at least \$198,018 of investor funds were deposited into the account. However, the closing balance as of February 28 was \$0.48, and none of the debits are clearly attributable to the maintenance or storage of hives or the production of honey. Rather they appear primarily related to travel, car rentals, and credit card purchases, as well as numerous cash advances.

63. Defendant WILSON knew that investors since at least 2017 had invested in the development of hives and honey, and yet GeoCure had no capital prior to the Hawaii PureHive Initiative investors' infusions of cash. Defendant knew or should have known that there were no returns to any of the California investors, and no evidence that any of their funds had been used for the development and production of hives.

64. Defendant WILSON knew or should have known that GLYNN was spending the funds from the California and Hawaii investors for purposes that did not have to do with the development and production of hives.

65. Nonetheless, Defendant WILSON wrongfully failed to confront GLYNN or demand documentation when the account was overdrawn as of August 31, 2018, or if he did so then he wrongly ignored the information. Defendant WILSON did not demand an accounting of GLYNN's purchases and their purpose. Defendant WILSON apparently did not demand an accounting when GLYNN suddenly reached \$40,000 of expenses in October 2018, or nearly \$100,000 in November 2018— or if he did demand or receive an accounting he wrongly failed to act on the information. Defendant WILSON did not disclose to investors, PureHive purchasers, or to the PureHive, Inc. board that GLYNN was taking numerous cash withdrawals and spending GeoCure funds virtually unsupervised.

66. When Mr. Baldwin as treasurer of PureHive, Inc. finally received the

GeoCure US Bank records in March, 2019, he reviewed the cash advances and checks with GLYNN for the month of November 2018 and on, and GLYNN gave him partial explanations that could not be verified.

67. Despite GLYNN's explanations, it was evident that almost none of the expenses related to the purchase or building of hives.

68. Defendant WILSON knew or should have known as of at least August 31, 2018 that GLYNN was dissipating investors' funds for travel and for a lifestyle that did not further the development of hives, and yet Defendant WILSON actively continued to encourage investment.

69. Over the months of October and November 2018, Defendant WILSON received investor funds to his client trust account, and transferred those funds to wholly-owned entities belonging to GLYNN. No documentation was provided to the PureHive, Inc. Board regarding those transfers, nor was the Board cc'd on any correspondence inquiring as to the nature of the transfers. Defendant WILSON was apparently directed by GLYNN on how to transfer the funds, and did not question those instructions or ask for any explanation of how they served the business.

70. Because Defendant WILSON was receiving the funds directly to his client trust account, and because he was receiving the statements and notices on the GeoCure account, he had a responsibility of financial oversight towards the investors who were trusting him with their money.

71. Nonetheless, Defendant WILSON continued to encourage investment and purchase of PureHives even after he knew or should have known of the misuse of the funds.

72. Mr. Baldwin continued to invest in and support the PureHive Initiative until his discovery of the fraud on or about March 27, 2019. He took out a capital loan to support the venture, set up credit card accounts, personally covered rent shortfall for GLYNN, and made other personal capital investments in an amount greater than \$110,000.

73. Mr. Baldwin was further compelled to sell his own business at a loss to service the debt. Mr. Baldwin lost significant future income.

Ronald Vloria

74. Ronald Vloria met GLYNN at the Hawaii Farmer's Union United (HFUU) conference, on or about October 27, 2018. GLYNN had a booth there where he was promoting PureHives. Vloria asked questions about the PureHives and "played devil's advocate," but was generally interested in the cause. GLYNN impressed Vloria with his confidence about the success of PureHives, and his passion and confidence in speaking to others in the Maui Community who approached his booth, including leading members of HFUU.

75. Mr. Vloria was still reluctant to invest any cash. He explained his housing situation to GLYNN: he had just sold his home due to his divorce, and had been having difficulties finding a new place to live. GLYNN acted deeply sympathetic, and promised Mr. Vloria a right to reside on a farm in Kula that GLYNN was purchasing for the development of hives, which GLYNN represented was currently under contract. Mr. Vloria was humbled by the gesture and the generosity of a place to stay for free with no deadline.

76. GLYNN invited Vloria to a meeting. At the meeting GLYNN focused on trying to help Mr. Vloria through his financial situation, by offering a high-return investment in PureHives, plus equity in GeoCure and PureHive, Inc. As part of the deal, GLYNN would add a twelve-month right to reside on the farm in Kula.

77. When GLYNN felt that Mr. Vloria's investment deal was about to close, he called Defendant WILSON, in the presence of Ron Vloria. GLYNN introduced Defendant WILSON to Vloria, and explained his credentials.

78. Mr. Vloria asked Defendant WILSON questions about the legitimacy of the PureHive venture and the transaction. Defendant WILSON assured him that the transaction was legitimate and that the funds were safe.

79. Mr. Vloria would not have completed the transaction without the assurances from Defendant WILSON.

80. GLYNN directed Mr. Vloria to transfer \$35,000 of the funds for the purchase of the PureHives to Defendant WILSON's client trust account, and a remainder of \$136, 255 to the US Bank GeoCure account. Shortly after the

transaction, Defendant WILSON confirmed that he had received the funds to his account. Defendant WILSON was also cc'd on the hive issuance.

81. In total, Mr. Vioria invested \$171,255 in the purchase of PureHives.

82. Mr. Vioria later met Defendant WILSON in person during the promotional dinner in December 2018. Defendant WILSON continued to avidly support the PureHive venture.

83. Mr. Vioria made additional investments in the PureHive Hawaii venture, including providing Christian Hemmann with a bridge loan to cover the rental of another property.

84. On or about March 29, 2019, when it was clear that deadlines had not been met, and no returns were forthcoming, Mr. Vioria approached Defendant WILSON again, to plead with him for a return of the funds. Defendant WILSON wrote Mr. Vioria that “I have had no control over the funds nor have I been involved in the acquisition or development of hives. I understand that there is still hope that all of this plan will come together.”

Michael W. Hale

85. Mr. Hale met GLYNN at the HFUU conference after being introduced by Hope Andersen, a friend of his who ran GLYNN's booth. GLYNN started explaining his scheme and the development of PureHives, and talked to Mike Hale about purchasing hives.

86. Mr. Hale was very skeptical at first, but when he saw that more people – people that he knew and respected – were getting involved, he became more interested.

87. GLYNN would organize conference calls with many potential investors as a way to garner credibility and gain confidence. Defendant WILSON was on almost all the calls. GLYNN explained that Defendant WILSON had set up the entities so that investors would be protected, and that if the funds were transferred through Defendant WILSON, they would be safe. GLYNN kept emphasizing, “send the money to Randon,” and “if you have a question – ask Randon.”

88. Mr. Hale was skeptical of GLYNN and would not invest his own labor

or funds in the venture. GLYNN suggested Mr. Hale call Defendant WILSON directly and speak to him about his concerns. About three weeks after he met GLYNN, Mr. Hale called Defendant WILSON and asked him about where investment funds were kept and how their use was supervised. Defendant WILSON explained that funds should not be given to GLYNN, but delivered to him, and implied that he was supervising the funds and their use. Defendant WILSON also gave his full support to the venture and to its potential of success in the development of a new form of hive.

89. From about November 16, 2018, Mr. Hale began working for Hemmann as a Consulting Services Officer. He was promised a salary of \$8,000 a month. At first he was supposed to be responsible for the development of PureHives on the island of Hawaii. From November 2018 to January 2019, Mr. Hale invested his worktime and funded his own travel to and from Maui to his home in Pahoehoe, Hawaii, as well as paying for his own lodging and related expenses during his work with the venture. Mr. Hale also purchased computers and other equipment for the venture. On January 23, 2019, Mike Hale was appointed president and CEO of PureHive, Inc. and PureHive Hawaiian Islands, Inc.

90. Mike Hale would not have invested labor and funds if GLYNN had not had the full support of Defendant WILSON. Mr. Hale relied on Defendant WILSON's representation that he was serving as a fiduciary and that all funds went through him, and he was ensuring that they were not misused.

91. On or about December 31, 2018 Mr. Hale purchased \$3,495 of PureHives on behalf of Megan Funck. On February 14, 2019, he was issued an additional 20 PureHives and 0.25% equity in PureHive, Inc.

92. On or about March 29, 2019, when the PureHive Inc. board finally were able to access the GeoCure account, it was evident that GLYNN had full access to investor funds all along, and had spent the vast majority of the funds on GLYNN's own travel and hotels, expensive dinners entertaining investors, unnecessary and bloated operating expenses, rent, high-end office equipment, and a very expensive fundraising video production. Everything that was spent was

overspent, and little or no money was spent on development or production of hives.

Anna Sawiniuk

93. Anna Sawiniuk heard about the opportunity to invest in PureHives from Keith Baldwin, around the end of November 2018. Mr. Baldwin introduced her to GLYNN. When GLYNN explained the idea of PureHives to her at a dinner meeting, she was inspired by the idea of saving the bees, and his product which sounded like a “win” for everyone involved.

94. GLYNN referred her to Defendant WILSON, explained that Defendant WILSON supported the project, and that he had a longtime relationship with Defendant WILSON. Randon Wilson was Senior Cooperative Consultant, Founding Equity Owner, and Senior Counsel.

95. After researching Defendant WILSON, Ms. Sawiniuk agreed to invest because she was transferring the funds to Defendant WILSON’s client trust account, and he would be responsible for the safety of the funds. Ms. Sawiniuk invested \$18,873 in a purchase of 30 PureHives on December 5, 2018. GLYNN sent Defendant WILSON a request to confirm the transfer in an email exchange to which Ms. Sawiniuk was party. Defendant WILSON responded with, “I have received the \$18,873.00 wire transfer. R” Exhibit.

96. In late March, 2019, when Mr. Baldwin discovered the misuse of PureHive, Inc. and GeoCure funds, she was seriously concerned. GLYNN sent an email on April 5, 2019 announcing that the company was still viable, that 1000 starter hives would be created within 60 to 90 days, and that these would grow into 1,000 to 2,000 PureHives within 120 days after that, by August or September of 2019. GLYNN attached a letter from Defendant WILSON confirming that the development of hives would continue under a reorganized team.

97. On September 29, 2019 Ms. Sawiniuk followed up with Defendant WILSON and the attorneys at DORSEY & WHITNEY LLP that it was now over 120 days, and her PureHive purchase had not been honored. Defendant WILSON did not respond; she received correspondence from DORSEY & WHITNEY LLP that

Defendant WILSON no longer worked there and they had no knowledge of PureHive, Inc. or GeoCure.

Andrew Legg

98. Andrew Legg was introduced to GLYNN by Mr. Baldwin and invited to a dinner meeting with GLYNN. GLYNN delivered his sales pitch, and put strong emphasis on Defendant WILSON's support for the project. Mr. Legg would not have become involved without the credibility of Defendant WILSON's prominence in the agricultural field and his support of the venture.

99. Mr. Legg invested \$6,990 in PureHives on or about December 14, 2018. Defendant WILSON was cc'd on the initial correspondence to confirming the PureHive purchase. After his purchase, Mr. Legg participated in board meetings and conference calls where Defendant WILSON was a participant. Mr. Legg never received any return on his investment.

COUNT I – FRAUD (GLYNN)

100. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

101. GLYNN made materially false representations both verbally and in print documents to Plaintiffs and others about the substantial financial benefits from investment in the PureHive Initiative and its guarantees of future success.

102. GLYNN made these statements in order to induce Plaintiffs and others to purchase PureHives, and give him funds for his personal use.

103. Plaintiffs justifiably relied on these statements.

104. At the time GLYNN made these statements, he had no intention of developing PureHives or securing a return on investments.

105. GLYNN knew that his statements would cause Plaintiffs to justifiably rely on those statements and invest in the PureHive Initiative, and thus would cause Plaintiffs pecuniary harm.

106. GLYNN is liable to Plaintiffs for all money invested by Plaintiffs and for other damages specified in the Prayer for Relief below, in a total amount to be

determined at trial.

**COUNT II - NEGLIGENT MISREPRESENTATION (DEFENDANT WILSON
AND DORSEY&WHITNEY LLP)**

107. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

108. Defendant WILSON had a financial interest in the success of the Hawaii PureHive Initiative and the sale of PureHives, as he was paid as consultant, senior adviser, and for legal services as “PureHive Inc. / GeoCure Global Hive Cooperative Senior Legal Counsel.”

109. Defendant WILSON made representations to Plaintiffs BALDWIN, VILORIA and HALE on the phone, during conference calls, and during his visit to Maui, Hawaii, as well as the implied representations on email, that based on his decades of experience in the industry, the PureHive Initiative was likely to succeed. Defendant WILSON did not indicate any reservations he had about GLYNN, or any questions or concerns he had with the venture.

110. Defendant WILSON, in his phone calls, also omitted information known to him that GLYNN had been making similar promises to investors across Texas, Colorado and California since 2017, and how all the money invested by those people had disappeared, without any PureHives being built or any land developed for the projects.

111. Defendant WILSON’s statements to Plaintiffs regarding the prospects for the PureHive Initiative were false, were known by WILSON to be false, and intentionally omitted material information that would have exposed their falseness:

- a. Defendant WILSON had watched since at least September 2017 how GLYNN repeatedly failed to follow through on any of his promises to investors in California, Texas and Colorado. He watched as GLYNN dissipated the funds paid by these investors.
- b. Defendant WILSON received the overdraft notices and the bank

statements. From the statements, he could see there was no indication that any money was being spent on development of hives as promised. Defendant WILSON had no information to support the alleged success of the venture other than GLYNN's own self-serving and unsupported assurances.

- c. Defendant WILSON knew or should have known based on his years in agricultural practice, his decades of legal practice, everything he knew of GLYNN, and the observations he had made in the context of his supervisory capacity over the funds, that there was a serious risk that the venture would fail.

112. If Defendant WILSON had been straightforward with Plaintiffs about any of the above things, or even provided a more reserved opinion, Plaintiffs would likely not have become involved in the venture to the same degree. Plaintiff BALDWIN invested \$69,900 on November 3, 2018 in large part because of Defendant WILSON's unquestioning support for the venture. Plaintiff BALDWIN continued to support the PureHive Initiative with additional personal capital investments totaling more than \$110,000. Plaintiff BALDWIN incurred other financial losses and lost income from the sale of his business. Plaintiff VILORIA invested \$171,255 because of his conversation with Defendant WILSON. Plaintiff HALE invested at least \$58,475 in labor and cash investments in large part because of his conversation with Defendant WILSON, and Defendant WILSON's support for the venture.

113. In his email of November 15, 2018, Defendant WILSON provided further consultation to Plaintiff BALDWIN. In that email he informed Mr. Baldwin that GeoCure had a "board and members," that he was working with them, and that Defendant WILSON himself was in the process of drafting a cooperative membership agreement. These assertions were false. Defendant WILSON did nothing to explain the reality as he knew it - that no board had been established, that no members had joined, and that the majority of potential members were other credulous investors who had believed GLYNN and had never seen any PureHives.

Nor did Defendant WILSON clarify his role as counsel, or define which persons or entities he represented, and in what capacity.

114. Defendant WILSON further failed to disclose that information, and related information, when he spoke to Plaintiffs during his visits to Hawaii in December 2018, and over the course of his work in January and February 2019 for the PureHive Initiative, as he watched GLYNN dissipate the funds in the GeoCure account without developing any hives.

115. For the three or four months in which Plaintiffs were involved in PureHive, Inc. Defendant WILSON did nothing to confront or question GLYNN about activities and use of the funds. Defendant WILSON was the named addressee on the GeoCure account, was receiving the GeoCure statements, and overdraft alerts, and knew or should have known that the bank account was being misused without any investment in PureHives. The PureHive, Inc. Board did not have access to that account until late March 2019. As further indications surfaced that GLYNN would not be able to deliver on any of his promises, Defendant WILSON never once gave any indication to any of the PureHive, Inc. Board or GeoCure membership that the PureHive Initiative was in any way suspect. He did not raise any concerns as to the use of his name or his authority in any of the promotional documents and packages. At any point during this period, if Defendant WILSON had spoken about any of his concerns, he could have prevented further damages to Plaintiffs.

116. Defendant WILSON's statements and omissions were intended to encourage investment in the PureHive Initiative, and the purchase of PureHives. This benefited Defendant WILSON, because it ensured that he would be paid for his services to the PureHive Initiative.

117. Defendant WILSON knew or should have known that many of the statements he made about PureHives were false, and that his intentional omissions of key information as described above were material omissions. He failed to exercise reasonable care in the content and communication of the statements.

118. Plaintiffs were harmed by Defendant WILSON's misrepresentations.

COUNT III – NEGLIGENCE (DEFENDANT WILSON AND DORSEY & WHITNEY LLP)

119. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

120. Defendant WILSON had a duty to Plaintiffs and others similarly situated to avoid subjecting them to financial harm.

121. By failing to warn Plaintiffs of GLYNN's activities, that he knew or should have known would result in financial loss, Defendant WILSON was negligent.

122. Plaintiffs' damages were a direct and proximate result of Defendant WILSON's acts or omissions.

123. Defendant WILSON is liable to Plaintiffs in an amount to be proven at trial.

INTENTIONAL MISREPRESENTATION/FRAUD (DEFENDANT WILSON AND DORSEY&WHITNEY LLP)

124. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

125. Defendant WILSON collaborated with GLYNN since at least 2017 on PureHive, Inc. business and the sale of hives. Defendant WILSON's name had appeared prominently as the representative of PureHive, Inc. on issuances of equity.

126. Defendant WILSON's repeated encouragement of investment in GLYNN's ventures rises to the level of intentional misrepresentation because of the length of time of his collaboration with GLYNN and his knowledge of GLYNN's misuse of investor funds.

127. Beginning no later than September 2017, GLYNN made statements such as the PureHive, Inc. equity "is anticipated to produce dividends annually," and PureHive, Inc. "will be very successful in saving the BeeKeeping industry from

economic collapse.” Defendant was the named agent of GLYNN’s entities, and was aware of this correspondence.

128. Nonetheless, Defendant WILSON had repeatedly watched as PureHive, Inc. did not produce returns, and GLYNN did nothing to develop hives, and investors lost all their funds.

129. Defendant WILSON received investor funds. Defendant WILSON also received bank statements and account notices for the GeoCure Account. Defendant WILSON knew PureHive, Inc. to be hopelessly insolvent and unable to pay any of the prior investors the promised dividends upon information and belief, Defendant WILSON knew that GLYNN was spending investor money without taking any steps to ensure a return.

130. When seen in this context, Defendant WILSON’s statements and material omissions to prior investors and to Plaintiffs in support of the investment in development of hives were intentional misrepresentations.

131. By allowing GLYNN to continue using WILSON’s name and reputation for the promotion of the PureHive Initiative, and appear as the named addressee on equity issuances for GLYNN’s hive ventures Defendant WILSON implicitly adopted the statements in GLYNN’s publications and materials.

132. By his aforesaid statements, omissions, and active support for the PureHive Initiative, Defendant WILSON fraudulently made a misrepresentation of fact, opinion, intention or law for the purpose of inducing Hawaii investors including Plaintiffs to invest money in the PureHive Initiative and to purchase PureHives.

133. Plaintiffs and other investors acted in reliance on Defendant WILSON’s statements and omissions. Plaintiffs relied on Defendant WILSON’s assertions that PureHive, Inc. was financially viable and solvent to invest significant sums in the purchase of PureHives. Plaintiffs and other investors would not have invested their funds if Defendant WILSON had not lent his full support to the promises made by GLYNN himself.

134. Thus Defendant WILSON is liable to Plaintiffs for loss caused by

Plaintiffs' justifiable reliance upon WILSON's intentional misrepresentations and omissions.

**COUNT IV - AIDING CLIENT IN FRAUD/ACTING-IN-CONCERT
LIABILITY (DEFENDANT WILSON AND DORSEY&WHITNEY LLP)**

135. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

136. By providing advice to investors, appearing at promotional meetings, and allowing the use of his name on PureHive promotional publications, issuances of equity, and PureHive investments, Defendant WILSON was actively lending support to the fraudulent or tortious acts of GLYNN himself.

137. Defendant WILSON knew or should have known that GLYNN's conduct constituted a breach of his duty to Plaintiffs and others similarly situated.

138. Nonetheless Defendant WILSON gave GLYNN substantial assistance and encouragement in his acts of fraud and misrepresentation to third parties.

139. Defendant WILSON knew of GLYNN's history. Defendant WILSON knew or should have known that GLYNN had created a Ponzi scheme: Defendant WILSON knew that GLYNN had never purchased any hives and had not produced revenues from hives, and yet GLYNN continued to sell hives to investors and to use the investors' funds for his own personal use. Defendant WILSON knew that GLYNN lived extravagantly and funded his lifestyle from the sale of hives. In fact, Defendant WILSON knew that he himself would only get paid if GLYNN continued to sell hives – hives which WILSON knew did not exist and of which there was no good reason to believe they would ever exist.

140. Defendant WILSON's actions and representations in support of the PureHive Hawaii venture actively lent support to the fraudulent activities of GLYNN.

**COUNT V- PUNITIVE DAMAGES (DEFENDANT WILSON AND
DORSEY&WHITNEY LLP)**

141. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

142. Defendant WILSON's repeated behavior over the course of his collaboration with GLYNN, especially during the months of the Hawaii venture, demonstrated a reckless and wanton disregard of the simple truth that GLYNN was engaged in a scam. Defendant WILSON had several opportunities to correct this behavior and he never did.

143. Not only did Defendant WILSON disregard the consequences to the Hawaii victims, he assisted GLYNN in pursuing further victims later that year in another state.

144. Defendant WILSON was paid for his fees from investor funds, and was motivated to ensure future payment.

145. Because Defendant WILSON willfully misconducted himself with lack of care and with a conscious indifference to consequences, he is liable for punitive damages.

**COUNT VI – BREACH OF FIDUCIARY DUTY (DEFENDANT WILSON AND
DORSEY&WHITNEY LLP)**

146. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

147. Defendant WILSON was retained by PureHive, Inc., and his invoice was issued to that entity. He met with the PureHive, Inc. Board of Directors on several occasions, communicated with them, and advised them. This made PureHive, Inc. his client, and created a fiduciary duty towards the company to act in its best interests and to inform the PureHive, Inc. board of all that he knew about GLYNN, and his best assessment of GLYNN's motives and activities.

148. Defendant WILSON further represented himself as counsel for GeoCure, as indicated in his email of November 14, 2018. He was involved in

drafting the cooperative agreement, was responsible for consulting with the theoretical GeoCure Board and members, and was receiving the GeoCure statements. He confirmed his role as counsel for GeoCure in an email of June 10, 2019.

149. Moreover, Defendant WILSON held funds from investors in his client trust account, and received all bank statements and notices from the GeoCure account.

150. Over the course of December 2018 to March 2019, Defendant WILSON had a duty to the PureHive purchasers as prospective members of the GeoCure Cooperative to ensure that GeoCure was solvent, that it had sufficient capital funding, that a membership agreement was drafted, that a Board was formed, and that GeoCure acted in accordance with the law and reasonably prudent business standards. This included a duty to act in the best interests of PureHive purchasers, to ensure that hives were being purchased, and to alert them to any misuses of the funds.

151. During the entire period of December 2018 to March 2019, Plaintiffs and investors in the PureHive Initiative were repeatedly demanding access to the GeoCure accounts to ensure that the funds were being properly spent.

152. Defendant WILSON knew GLYNN was spending GeoCure's money without any oversight, primarily for travel and living expenses and that none of the funds were being used to purchase or develop hives. Defendant WILSON had a duty to inform investors and future GeoCure members of the misuse of the funds. He had a duty to inform the board of PureHive, Inc. that the company was not financially sound based on his knowledge of GLYNN's actions.

153. By failing to inform investors, future members of GeoCure and the PureHive, Inc. Board, Defendant WILSON was in breach of his fiduciary duty. Thus Defendant WILSON is liable to Plaintiffs for damages to be proven at trial.

COUNT VII – UNJUST ENRICHMENT (All Defendants)

154. Plaintiffs repeat and reallege the foregoing paragraphs as though fully

set forth herein.

155. It is unjust for any of the persons or entities associated with GLYNN to retain any funds of Plaintiffs and/or other investors that were obtained through the unlawful acts of GLYNN and Defendant WILSON.

156. Thus Plaintiffs pray that this court use all remedies in law or equity to ensure the return of those funds.

**COUNT VIII – UNLAWFUL TRADE PRACTICES, CHAPTER 480-2 (GLYNN,
PUREHIVE, INC., GEOCURE, RANDON WILSON AND DORSEY &
WHITNEY LLP)**

157. Plaintiffs repeat and reallege the foregoing paragraphs as though fully set forth herein.

158. Deceptive acts practices in the conduct of any trade or commerce are unlawful. H.R.S. § 480-2.

159. GLYNN was engaged in unlawful conduct in trade or commerce when he made promises to Plaintiffs regarding the PureHive investment that he knew to be untrue.

160. Defendant WILSON was engaged in the unlawful practice of trade when he made materially false statements or material omissions to Plaintiffs regarding the PureHive investment.

161. PUREHIVE, INC. and/or GEOCURE are liable for violations of §480-2.

162. Defendant WILSON was acting as an agent for PUREHIVE, INC. and/or GEOCURE when he engaged in the unfair and deceptive acts or practices. He had been presented in the PureHive Hawaii Initiative documents as "Senior Cooperative Consultant SHGT, GeoCure Global Hive," and PureHive, Inc. "Founding Equity Owner and Senior Advisor," he was aware of that role, and he was providing assistance to Plaintiffs in the context of that role.

163. Thus Defendant WILSON is also liable to Plaintiffs for unfair or deceptive acts or practices on behalf of these entities.

WHEREFORE, Plaintiffs pray for relief as follows:

- A. Monetary damages in the amount of the original investments in PureHives that Plaintiffs were never able to recover;
- B. Monetary damages for Plaintiffs' personal capital investments in the PureHive Initiative to cover its ongoing operating expenses;
- C. Related damages for loss of income, and future income, in an amount to be proven at trial;
- D. Punitive Damages in an amount to be proven at trial;
- E. An accounting of any funds obtained through the fraudulent acts of Defendants;
- F. Disgorgement of any profits unjustly retained by Defendants;
- G. Pre- and post-judgment interest at the maximum allowable rate;
- H. For all costs of suit incurred, including but not limited to reasonable attorneys' fees; and
- I. For such other relief as this Court deems just and proper.

DATED: Wailuku, Maui, Hawaii, March 22, 2021.

/s/ Samuel P. Shnider
ANTHONY L. RANKEN
SAMUEL P. SHNIDER
Attorney for Plaintiffs

**STATE OF HAWAI'I
CIRCUIT COURT OF THE
SECOND CIRCUIT**

**SUMMONS
TO ANSWER CIVIL COMPLAINT**

CASE NUMBER

PLAINTIFF'S NAME & ADDRESS, TEL. NO.

PLAINTIFF

RONALD VILORIA, MICHAEL W. HALE, ANNA
SAWINIUK, and ANDREW DAVID LEGG,

ANTHONY L. RANKEN 3348
SAMUEL P. SHNIDER 10098
222 N. Church Street
Wailuku, HI 96793
Tel: (808)244-7011
Fax:(808)244-7022
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DEFENDANT(S)

RANDON WILSON; DORSEY & WHITNEY LLP;
CHRISTOPHER G. GLYNN aka CHRISTIAN J.
HEMMANN; GEOCURE GLOBAL HIVE
COOPERATIVE; PUREHIVE MAUI BEEHAB,
LLC; PUREHIVE HAWAIIAN ISLANDS, INC.;
PUREHIVE, INC.; JOHN DOES 1-10, JANE
DOES 1-10, DOE PARTNERSHIPS 1-10, DOE

TO THE ABOVE-NAMED DEFENDANT(S)

You are hereby summoned and required to filed with the court and serve upon
Anthony Ranken & Associates

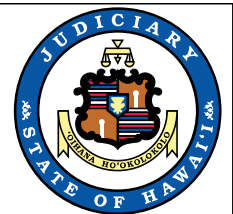
_____,
plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within
20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default
will be taken against you for the relief demanded in the complaint.

**THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON
PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED
COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.**

**A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT
JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.**

DATE ISSUED 3/22/2021

Effective Date of 28-Oct- 2019
Signed by: /s/ D. Pellazar Clerk,
2nd Circuit, State of Hawai'i



If you need an accommodation for a disability when participating in a court program, service, or activity, please contact the ADA Coordinator as soon as possible to allow the court time to provide an accommodation:
Call (808) 244-2855 FAX (808) 244-2932 OR Send an e-mail to: adarequest@courts.hawaii.gov. The court will try to provide, but cannot guarantee, your requested auxiliary aid, service or accommodation.