



STATE OF MISSOURI
OFFICE OF SECRETARY OF STATE

IN THE MATTER OF:)
SPC BRANDS, INC.; SPECTRUM PET CARE, INC.;)
and SPECTRUM PET FOOD, INC.,) Case No. AP-11-13a
)
Respondents.)

**FINAL ORDER TO CEASE AND DESIST AS TO RESPONDENTS SPC BRANDS, INC.,
SPECTRUM PET CARE, INC., SPECTRUM PET FOODS, INC., AND ORDER
AWARDING RESTITUTION, CIVIL PENALTIES, AND COSTS**

Now on the 19th day of January, 2016, the Commissioner, having reviewed this matter, issues the following findings and order:

I. PROCEDURAL BACKGROUND

1. On May 17, 2011, Petitioner filed a Petition for Order to Cease and Desist and Order to Show Cause why Restitution, Civil Penalties, and Costs Should not be Imposed (“Petition”) in AP-11-13, against SPC Brands, Inc., Spectrum Pet Care, Spectrum Pet Foods, Inc., Consolidated Food Group, Inc., and Frank Renick.
2. On May 19, 2011, the Commissioner issued an Order to Cease and Desist and Order to Show Cause why Restitution, Civil Penalties, and Costs Should not be Imposed (“Order to C&D”).
3. On June 20, 2011, Respondent Frank Renick (“Renick”), through Respondent Renick’s counsel, filed a Request for Hearing.¹
4. On June 22, 2011, Respondents SPC Brands, Inc., Spectrum Pet Care, Inc., and Spectrum Pet Foods, Inc., (hereinafter collectively referred to as “Spectrum”) through Respondent Spectrum’s counsel, filed a Request for Hearing.
5. On December 14, 2011, Respondent Spectrum, through Respondent Spectrum’s counsel, filed a Waiver of Request for Hearing.

¹ Respondent’s counsel sent a letter stating that counsel was enclosing the following documents for filing: (1) Entry of Appearance – F. Renick; (2) Request for Hearing for F. Renick and Consolidated Food Group; (3) Limited Entry of Appearance – Consolidated Food Group; and (4) Motion to Dismiss – Consolidated Food Group. However, the Request for Hearing submitted was for F. Renick only.

6. On June 14, 2012, Respondent Renick, through Respondent Renick's counsel, filed a Waiver of Request for Hearing.
7. On June 17, 2012, Respondent Renick died.
8. On September 2, 2015, the Enforcement Section submitted a Motion for Final Order as to Respondents SPC Brands, Inc., Spectrum Pet Care, Inc., Spectrum Pet Foods, Inc. and Motion to Sever Respondents Consolidated Food Group, Inc. and Frank Renick, Deceased ("Motion for Final Order").
9. On December 16, 2015, the Commissioner granted Petitioner's Motion to Sever Respondents Consolidated Food Group, Inc. and Frank Renick. As a result, the case involving Respondent Spectrum was assigned case number AP-11-13a, while the case involving the Respondents Consolidated Food Group, Inc. and Renick was assigned case number AP-11-13b.

II. FINDINGS OF FACT

A. Respondents and Related Parties

13. SPC Brands, Inc. ("SPC Brands"), was a Delaware corporation, authorized to transact business in Missouri, with an address of 1000 Lewis Street, Montgomery City, Missouri 63361. SPC Brands was organized by its president, Frank Renick ("Renick"), to manufacture pet treats and snacks, pet care, and animal health care products. SPC Brands' corporate status was administratively dissolved in December 2012.
14. Spectrum Pet Care, Inc. ("Spectrum Pet Care"), was a Delaware corporation, authorized to transact business in Missouri, with a last known address of 1000 Lewis Street, Montgomery City, Missouri 63361. Spectrum Pet Care was organized by its president, Renick, for the purpose of manufacturing pet foods. This company was administratively dissolved in December 2010.
15. Spectrum Pet Foods, Inc. ("Spectrum Pet Foods"), was a Missouri corporation with a last known address of 1000 Lewis Street, Montgomery City, Missouri 63361. Spectrum Pet Foods was organized by its president, Renick, for the purpose of manufacturing, selling, and distributing pet foods and related products. This company was administratively dissolved in February 2004.
16. SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods were a group of affiliated corporations under common ownership and control and were operated as a single entity without regard to their corporate separateness.
17. Consolidated Food Group, Inc. ("CFG"), was a California corporation with an address of 2173 Salk Avenue, Suite 250, Carlsbad, California 92008. CFG was formed on December 30, 2010. Renick was the president of CFG. The corporate status of CFG has been suspended for failure to meet tax requirements.

18. Spectrum Pet Care California, Inc. (“Spectrum CA”), was a California corporation with an address of 2173 Salk Avenue, Suite 250, Carlsbad, California 92008. Spectrum CA was formed on December 20, 2010. Renick was the president of Spectrum CA. The corporate status of Spectrum CA has been suspended for failure to meet tax requirements.
19. Renick had a home address of 200 Highway RB, New Florence, Missouri 63363. Renick was never registered to offer or sell securities in Missouri.
20. ePetFood.com was a Missouri corporation with a last known address of 1000 Lewis Street, Montgomery City, Missouri 63361. This company was dissolved in September 2001. Until his death, Renick continued to use the email address frank@epetfood.com for Spectrum-related business.
21. Renick Reptiles, Inc. (“Renick Reptiles”), is a Missouri corporation. Benjamin B. Renick (“Ben Renick”), the son of Renick, is the president of Renick Reptiles, which was formed for the purpose of developing “internet based technology.”
22. Cloud Officing Corporation, d/b/a Cloud Virtual Offices, d/b/a CloudVO, (“Cloud”) is a Delaware corporation with an address of 1900 South Norfolk Street, Suite 350, San Mateo, California 94403.
23. In or around December 2000, a fifty-six (56) year-old resident of Nixa, Missouri, (“MR1”) learned of a Spectrum Pet Foods investment opportunity in a newspaper advertisement.²
24. MR1 met Renick at a hotel located in Springfield, Missouri, to discuss an investment opportunity in Spectrum Pet Foods stock.
25. Renick told MR1, among other things, the following:
 - a. that Spectrum Pet Foods made natural and organic pet food and treats;
 - b. that Spectrum Pet Foods would “go public” within the next year;
 - c. that the value of Spectrum Pet Foods stock would double when it went public;
 - d. that the stock could be sold back to Spectrum Pet Foods at any time;
 - e. that the stock was a “bargain”; and
 - f. that the investment of MR1’s retirement funds into Spectrum Pet Foods was a “good deal” for MR1.

² MR1 told the Enforcement Section that the advertisement discussed an investment opportunity in Spectrum stock and instructed individuals interested in investing to meet Renick at a hotel located in Springfield, Missouri.

26. On or around January 1, 2001, MR1 invested one thousand five hundred dollars (\$1,500) in Spectrum Pet Foods common stock. MR1 was issued a stock certificate by Spectrum Pet Foods.
27. Between January 1, 2001, and June 30, 2010, MR1 invested at least an additional nine hundred dollars (\$900) into Spectrum Pet Foods stock.
28. On or around July 1, 2003, Spectrum Pet Care issued a new stock certificate to MR1 to replace the certificate issued by Spectrum Pet Foods.
29. Prior to June 2010, MR1 contacted Renick requesting to liquidate MR1's stock in Spectrum Pet Care. Renick told MR1 that Spectrum could not pay MR1 because Spectrum had not "gone public."
30. In or around June 2010, MR1 spoke with Renick on the telephone. MR1 told Renick that MR1 had filed a complaint with the Enforcement Section.
31. After the June 2010 telephone call, MR1 received a check from Spectrum Pet Care for two thousand five hundred dollars (\$2,500).
32. In or around December 2000, a sixty-two (62) year-old resident of St. Louis, Missouri, ("MR2") received correspondence from Spectrum Pet Foods regarding an investment opportunity.
33. Renick told MR2, among other things, the following:
 - a. Spectrum Pet Foods manufactured pet food;
 - b. the business would "go public"; and
 - c. MR2 would receive a 10% return on the investment.
34. On or around December 30, 2000, MR2 invested twenty thousand dollars (\$20,000) in Spectrum Pet Foods common stock.
35. On or around December 30, 2000, MR2 signed a subscription agreement which stated, among other things, the following:
 - a. four thousand (4,000) shares were issued at a value of five dollars (\$5) per share; and
 - b. MR2 had read Spectrum Pet Foods' offering document³ dated December 5, 1996, prior to investing.

³ MR2 does not recall if this offering document was made available for MR2 to read. MR2 never received a copy of the document for MR2's records.

36. In or around July 2007, Renick and MR2 discussed an investment by MR2's corporation ("MC") in Spectrum Pet Care bonds.
37. Renick told MR2, among other things, the following:
 - a. Spectrum Pet Care was in the process of raising two million five hundred thousand dollars (\$2,500,000) to install two new product lines;
 - b. the pet treat business had "exploded" and Spectrum Pet Care could not keep up with demand for the product;
 - c. Spectrum Pet Care would "go public";
 - d. Spectrum Pet Care would make millions of dollars when Spectrum Pet Care went public;
 - e. the term of the bond was twelve months;
 - f. all interest on the investment would be paid at the maturity date of the bond;
 - g. a UCC filing would be made in the investor's name at the state and county levels;
 - h. the bonds of Spectrum Pet Care were fully secured by "equipment and five acres of industrial property"; and
 - i. bondholders have the ability to convert their bonds to stock in Spectrum Pet Care at any time for below-market prices.
38. On or around July 18, 2007, MR2 met with Renick and made a twenty-five thousand dollar (\$25,000) investment for MC in a Spectrum Pet Care bond.
39. MR2 signed a subscription agreement for MC that stated, among other things, the following:
 - a. the annual percentage yield on the bond was ten percent (10%); and
 - b. the interest payment and principal was due at maturity.
40. Renick failed to disclose to MR2 and MC, among other things, the following:
 - a. that Renick was not registered in the State of Missouri to sell securities;
 - b. that the bond was not registered in the State of Missouri; and

- c. that Spectrum Pet Care was in “survival mode” during the years 2006, 2007, and 2008.⁴
41. On August 26, 2008, approximately a month after MC’s Spectrum Pet Care bond matured, Renick mailed a letter to MR2. The letter stated, among other things:
- a. in July 2008, Seven Eleven Stores agreed to carry Spectrum Pet Care products;
 - b. Spectrum Pet Care was in talks to merge with Mars, Inc.⁵ within the next eighteen months;
 - c. the bond could be converted into stock prior to a merger with Mars, Inc.;
 - d. Spectrum Pet Care was planning an annual meeting in Columbia, Missouri, in December 2008, and invited MR2 to attend;⁶ and
 - e. Renick requested that MC renew the matured bond.
42. In or around August 2008, MR2 agreed to renew MC’s bond with Spectrum Pet Care.
43. On or around July 17, 2009, Renick told MR2 that Spectrum Pet Care’s annual meeting would take place at a Marriott Hotel in Columbia, Missouri.⁷
44. On or around July 27, 2009, MR2 received a letter from Renick addressed to all “shareholders and bondholders” in Spectrum Pet Care. This letter stated, among other things, the following:
- a. Spectrum Pet Care was introducing a number of new products that had “exceeded our expectations in the marketplace”;
 - b. Spectrum Pet Care was issuing new stock in the amount of seven hundred fifty thousand dollars (\$750,000) and new bonds in the amount of two hundred fifty thousand dollars (\$250,000);
 - c. “May I ask that you pass on the enclosed Offering Circular to someone you might know that would be a potential investor in our company? All you have to do is simply pass out the Offering Circular and I’ll do the rest (they can call me anytime with questions). It would be most appreciated”; and

⁴ See Paragraph 75, below, which states that during an on-the-record interview of Renick by the Enforcement Section, Renick stated that Spectrum was in “survival mode” during the subject period.

⁵ Mars, Inc., is a manufacturer of pet food, including Pedigree, and other products, including M&M’s, Snickers, and Bounty. Mars, Inc., has annual sales ranging up to thirty billion dollars a year.

⁶ No location or specific date was given for this annual meeting.

⁷ On November 3, 2010, the Enforcement Section contacted all hotels owned by Marriott located in Columbia, Missouri. A representative of the Courtyard by Marriott said the last meeting held by Renick and Spectrum was in December 2008. No other meeting had been scheduled on behalf of Spectrum at the Courtyard by Marriott.

- d. all individuals were invited to attend an open house in September and the annual meeting in December.⁸
45. On or around August 10, 2009, MR2 sent Renick a letter which stated that MC's renewed bond in Spectrum Pet Care had matured and requested that the bond be paid in full.
46. On or around December 15, 2009, MR2 sent Renick a second letter which stated that MR2 had not received any response from Renick and again requested that the debt be paid in full immediately.
47. On or around December 21, 2009, MR2 received a letter from Renick that stated, among other things, the following:
- a. Spectrum Pet Care was working on installing a new gourmet pet food line;
 - b. Spectrum Pet Care would like to enter into a payment plan with MC; and
 - c. Spectrum Pet Care would pay one thousand two hundred fifty dollars (\$1,250) on the first of each month instead of making a full lump-sum payment.
48. MR2, on behalf of MC, agreed to the payment plan outlined by Renick.
49. On at least two occasions in 2010, Spectrum Pet Care did not make timely payment to MC pursuant to the payment plan.
50. In or around July 2010, MR2 told Renick that MR2 contacted the Enforcement Section. Renick offered to pay MC the remaining amounts due on the bond.
51. On or around December 3, 2010, SPC Brands and Renick sent a letter addressed to SPC Brands shareholders and bondholders to MR2. The letter stated, among other things, the following:
- a. during the week of December 13, 2010, Renick would be in Nashville, Tennessee, to have meetings with Tractor Supply where Renick would "present to [Tractor Supply's] buyers a complete program on [SPC Brands'] horse treats, dog treats, and cat treats";⁹ and
 - b. a buyer of Circle K contacted Renick to put SPC Brands' dog and cat treats into three thousand three hundred stores.¹⁰

⁸ No information was given as to the location or date of the open house or the annual meeting.

⁹ The Enforcement Section contacted Tractor Supply. Renick scheduled a meeting with Tractor Supply, but no representative from Spectrum, including Renick, showed up for the scheduled meeting.

¹⁰ The Enforcement Section contacted Circle K. Circle K has never placed any SPC Brands' products in any of its stores, nor has Circle K ever agreed to place SPC Brands' products in three thousand three hundred Circle K stores.

52. As of the date of the Order to C&D, MC had not received the total amount due on the Spectrum Pet Care bond.
53. In or around December 2007, a seventy-four (74) year-old resident of Kansas City, Missouri, (“MR3”) learned about an investment opportunity with Spectrum Pet Care through an advertisement¹¹ in the *Kansas City Star* newspaper.
54. Renick told MR3, among other things, the following:
 - a. Spectrum Pet Care was doing “wonderfully” and was growing;
 - b. Spectrum Pet Care would be making “novelty things” and would sell them through “Family Dollar and Wal-Mart”;
 - c. MR3 would receive a ten percent (10%) return for a fourteen month period; and
 - d. all investments made in Spectrum Pet Care would be secured by a UCC filing and a Deed of Trust.
55. On or around January 1, 2008, MR3 invested twenty thousand dollars (\$20,000) with Renick in a Spectrum Pet Care bond.
56. In or around January 2009, Renick contacted MR3 about renewing MR3’s bond. Renick told MR3, among other things, the following:
 - a. if MR3 did not renew the bond, Spectrum Pet Care would have to lay off workers in order to pay MR3;
 - b. the terms for the renewed bond included a return of twelve percent (12%) for a twelve (12) month period; and
 - c. Spectrum Pet Care was venturing into pet insurance and manufacturing vaccines and medications for pets.
57. In or around January 2009, MR3 renewed the Spectrum Pet Care bond for an additional twelve months.
58. MR3 received at least one invitation to a shareholder meeting from Renick. The invitation did not contain the date or location for any of the meetings. MR3 contacted Renick on at least one occasion and was told that the meeting was for shareholders only, and since MR3 was a bondholder, MR3 was not invited to attend the meeting.

¹¹ The Enforcement Section is unsure what specific advertisement MR3 read; however, during the course of its investigation, the Enforcement Section obtained an advertisement that says, among other things, that:

- a. the bonds are fully secured;
- b. interest will be paid monthly;
- c. there is a five thousand dollar minimum investment; and
- d. an investor can earn 8.45% annual percentage yield.

59. MR3 did not complete suitability questionnaires or subscription agreements.
60. Renick failed to disclose to MR3, among other things, the following:
 - a. the risks of the investment;
 - b. that Spectrum Pet Care had little revenue from the sale of products;
 - c. Spectrum Pet Care's financial condition;
 - d. that some investor money would be used to pay for Renick's personal expenses;
 - e. that some investor money would be used to pay previous investors;
 - f. that Spectrum Pet Care was unable to meet its debt service;
 - g. that Renick was not registered in the State of Missouri to sell securities; and
 - h. that the bond was not registered in the State of Missouri.
61. On June 14, 2010, MR3 called Renick and requested that MR3's matured Spectrum Pet Care bond be paid in full. Renick told MR3 that Renick would "take care of it" the same day.
62. On or around June 22, 2010, MR3 sent Renick a letter requesting that the investment be paid back. The letter stated, among other things, that:
 - a. MR3's money totaling fifty-two thousand two hundred thirty-five dollars and sixty-seven cents (\$52,235.67) was due on February 9, 2010;
 - b. MR3 had not received any communication from Renick;
 - c. MR3 had not received a return on the investment; and
 - d. MR3 again requested that Spectrum pay MR3 for the matured bond immediately.
63. In July 2010, Renick sent a letter to "SPC Brands, Inc., Bondholders and Stockholders." This letter stated, among other things, the following:
 - a. "shares in Spectrum Pet Care, Inc. will be reissued in SPC Brands, Inc. which will own all the assets of Spectrum Pet Care, Inc.";
 - b. SPC Brands will assume all bonds issued by Spectrum Pet Care "and nothing will change including the collateral which backs the bonds"; and
 - c. all of Spectrum Pet Care's "assets, land, buildings, equipment, and such, have been assumed and are now owned by SPC Brands, Inc."

64. On July 13, 2010, the Enforcement Section requested banking information from Renick and Spectrum. Renick provided information in response which stated, among other things, that between 2007 and August 2010, Spectrum had accounts at American Bank of Missouri and Bank of America. The Enforcement Section requested bank records for Spectrum and Renick from American Bank of Missouri and Bank of America.
65. American Bank of Missouri provided records that included an account in the name of Spectrum Pet Care, Inc., and Frank Renick (“Spectrum AB Account”).¹² Spectrum AB Account records revealed, among other things, that the following occurred within the account during the year 2009:
- a. the beginning balance was less than two hundred thousand dollars (\$200,000);
 - b. deposits totaled in excess of two million, one hundred thousand dollars (\$2,100,000);¹³
 - c. approximately eight hundred thousand dollars (\$800,000) went to companies such as Ford Motor Credit, Dish Network, St. John’s Hospital, and a dermatology office;
 - d. in excess of three hundred thousand dollars (\$300,000) was paid to Renick and/or members of his family;
 - e. in excess of seventy thousand dollars (\$70,000) went to Renick Reptiles;
 - f. in excess of six hundred thousand dollars (\$600,000) was paid to investors; and
 - g. the ending balance was approximately three hundred eighty thousand dollars (\$380,000).
66. Bank of America provided records that included an account in the name of Spectrum Pet Care, Inc. (“Spectrum BOA Account”).¹⁴ Spectrum BOA Account records revealed, among other things, that the following occurred within the account during the year 2009 and the first quarter of 2010:
- a. during 2009, approximately two hundred eighty thousand dollars (\$280,000) was deposited;¹⁵
 - b. in the first quarter of 2010, approximately fifty thousand dollars (\$50,000) of investor funds were deposited;

¹² Renick was an authorized signatory.

¹³ The Petition alleges the majority of the deposits represent investor money.

¹⁴ Renick was an authorized signatory.

¹⁵ These funds originated from Spectrum AB Account.

- c. in the first quarter of 2010, approximately one hundred fifty thousand dollars (\$150,000) was paid to investors; and
 - d. in the first quarter of 2010, payments were made to vendors including Carnival Cruise Line, Direct TV, and FastLane.
67. On July 14, 2010, Spectrum filed a UCC filing in the State of Missouri. The UCC filing states that “Secured Bondholders of Spectrum Pet Care, Inc.” have a secured interest in “all equipment, parts, and supplies, used for any purpose by Spectrum Pet Care, Inc., its predecessors, successors, and assigns, located at 1000 Lewis Street, Montgomery City, Missouri 63361.”
68. Prior to July 14, 2010, no UCC filings were filed by Spectrum regarding investors’ interest in Spectrum.
69. No UCC filings were filed in any investor’s name at the state or Montgomery County levels in Missouri.
70. On October 14, 2010, the Enforcement Section requested information from Renick and Spectrum. Information provided in response included an excel spreadsheet that indicated that seven hundred (700) investors invested in excess of six million dollars (\$6,000,000). The spreadsheet indicated that Spectrum had investors from states including Colorado, Illinois, Kansas, and Missouri.
71. In or around December 2010, the Enforcement Section asked Spectrum for evidence of sales of Spectrum product. On December 10, 2010, Renick sent to the Enforcement Section copies of sixteen invoices (“Spectrum Invoices”).
72. The Spectrum Invoices were dated between November 12, 2010, and December 8, 2010, and each of these listed a payment due date of early 2011 for varying amounts.¹⁶
73. From December 17, 2010, to December 20, 2010, an Enforcement Section Investigator contacted some of the distributors to whom the Spectrum Invoices were addressed. The following information was obtained from some of the distributors:
- a. the distributors had not agreed to purchase Spectrum product; and
 - b. the distributors had not entered into a selling agreement with Spectrum.
74. From April 2010 to December 2010, the Enforcement Section conducted interviews of a former Spectrum employee who stated, among other things, the following:
- a. Renick instructed this employee not to pursue sales because mailing the product was too expensive;

¹⁶ The amount of the Spectrum invoices ranged up to at least twenty thousand nine hundred sixty-six dollars and forty cents (\$20,966.40).

- b. Renick instructed employees to tell investors that Renick was working on mergers with larger companies;
 - c. Renick instructed employees to tell investors that Renick was trying to get the stock listed on a national exchange;
 - d. Spectrum had not received any funds from sales made by distributors during the employee's tenure;
 - e. in or around the fall of 2010, Spectrum had one display at Wal-Mart, but Renick decided to remove the product from Wal-Mart because Renick did not think it was cost effective. Pictures were taken of the display so that Renick could show that Spectrum was trying to make sales in large companies;
 - f. Spectrum had little income from sources other than investors during the employee's tenure;
 - g. Spectrum's overhead expenses were in excess of five thousand dollars (\$5,000) a week during the employee's tenure;
 - h. in December 2010, Renick stated that Spectrum had approximately three million dollars (\$3,000,000) worth of investments that were about to mature;
 - i. Renick recommended that an investor roll over an IRA into Spectrum stock in the amount of eighty thousand dollars (\$80,000) in January 2011;
 - j. Renick was working to raise five million dollars (\$5,000,000) in California for the purpose of paying investors who had bonds maturing; and
 - k. investors called Spectrum and asked why they were not receiving any returns on their investments as promised.
75. On December 28, 2010, the Enforcement Section conducted an on-the-record interview of Renick. During this interview, Renick stated, among other things:
- a. Spectrum has conducted business as Spectrum Pet Foods, Inc., Spectrum Pet Care, Inc., and SPC Brands, Inc.;
 - b. Renick and his wife were the founders of Spectrum;
 - c. Renick's title was president of Spectrum;
 - d. Spectrum was a manufacturer and a processor of pet food and treats;
 - e. Spectrum had offered common stock, preferred stock, bonds, and promissory notes;

- f. investor funds were used for the “general operation” of Spectrum;
- g. Renick did not know how Spectrum’s fixed assets increased from one million dollars (\$1,000,000) in value at the end of 2001 to five million dollars (\$5,000,000) at the end of 2004;
- h. Renick was not a financial guy and it was “inexcusable” that Renick did not know how to account for the four million dollar (\$4,000,000) increase in fixed assets;
- i. in 2007, freight rates quadrupled, making it “impossible” to make dog food a “viable product” for Spectrum;
- j. 2006, 2007, and 2008 were the worst years for the illness¹⁷ of Renick’s wife;
- k. during the illness of Renick’s wife, Spectrum was “literally” in a survival mode trying to keep Spectrum product on the market;
- l. beginning in 2008 and continuing into 2009, Spectrum undertook a major renovation project, which included gutting the entire plant; “sales were so sporadic during that time”;
- m. in or after December 2008, Renick found discrepancies within Spectrum’s bookkeeping;
- n. neither Renick nor Spectrum disclosed to investors that Spectrum was unable to pay some bonds upon maturation;
- o. Spectrum and Renick made a “misstatement” when it listed the market value of Spectrum property in excess of six hundred thousand dollars (\$600,000) on an offering document;
- p. Renick never read most of Spectrum’s day-to-day business documents;
- q. there were multiple versions of the same offering document for Spectrum and Spectrum had not tracked which document was used in regards to each investment;
- r. Renick did not know whether Spectrum disclosed to investors the amount of debt Spectrum had;
- s. even though Spectrum had been in business over twelve years, Spectrum was still in the research and development stage; and

¹⁷ Renick’s wife battled cancer for years, leading to her death in December of 2008.

- t. “everybody that [Renick talked] to about a merger just simply said, we’ve got to grow more with more products.”
76. On September 23, 1996, Spectrum registered a \$1 million offering of its common stock with the Commissioner (“Registered Offering”).
77. Spectrum renewed its Registered Offering on the following dates:
- a. December 5, 1997;
 - b. November 24, 1998;
 - c. December 23, 1999;
 - d. December 4, 2000; and
 - e. December 3, 2001.
78. A check of the records maintained by the Commissioner indicate no registration or notice filing for any security offered or sold by Spectrum from December 3, 2002, to the date of the Petition.
79. From December 3, 2002 to the date of the Petition, Spectrum offered and sold securities to at least 235 investors, 190 of whom were Missouri residents.
80. On December 14, 2010, during the course of its investigation, the Enforcement Section discovered an advertisement in the *Union Tribune* newspaper out of San Diego, California. The advertisement stated:
- “SALES Established pet food mfg expanding to CA seeking sales pro to work with high income investors and major accts. \$ plus equity. frank@epetfood.com. Mr. Renick. 800-354-2832.”
81. On or around April 7, 2011, CFG listed an advertisement in the San Diego, California, *North County Times* newspaper. The advertisement stated, among other things:
- a. that CFG was offering preferred stock to residents of California;
 - b. that the stock would pay a “guaranteed annual dividend” in the amount of 8.75%;
 - c. that the dividends and rates were guaranteed for five years from the issue date;
 - d. that shares were redeemable thirty-six months after the shares are issued;
 - e. that CFG was offering five hundred thousand (500,000) shares of stock; and

- f. that interested individuals could contact CFG by, among other ways, sending a written request to 2173 Salk Avenue, Suite 250, Carlsbad, CA 92008 or calling 760-500-3522.
82. Information obtained by the Enforcement Section indicated, among other things:
- a. that Renick was offering stock in CFG from Spectrum’s Montgomery City, Missouri location;
 - b. that CFG’s website¹⁸ listed CFG’s office as located “in the Cloud Office Center in Carlsbad, California”;
 - c. that Renick and Spectrum CA entered into an agreement with Cloud to purchase virtual office space and services;
 - d. that Cloud offered virtual office solutions, including, among other services, mail service, voice messaging, telephone answering options, and conference room and suite rentals;
 - e. that Cloud had a virtual office location at 2173 Salk Ave., Suite 250, Carlsbad, CA 92008.¹⁹ Renick used this address in CFG’s advertisement, and as the corporate address for CFG and Spectrum CA;
 - f. that Cloud forwarded all mail addressed to CFG, Spectrum CA, or Renick to Spectrum’s address in Montgomery City, Missouri;
 - g. that Cloud supplied Renick with the local Carlsbad, CA, phone number listed in CFG’s advertisement; and
 - h. that Cloud supplied Renick with voice messaging for the local Carlsbad, CA, number listed in CFG’s advertisement.
83. A check of the records maintained by the Commissioner indicate no registration or notice filing for any security offered or sold by CFG.

III. CONCLUSIONS OF LAW

84. After Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods waived their right to a hearing, the Commissioner is now authorized to enter this final order without a hearing. *See Coleman v. Missouri Sec’y of State*, 313 S.W.3d 148, 156 (Mo. App. W.D. 2010) (noting that the appellant’s “withdrawal of his request for a hearing [before the Commissioner] was qualitatively identical to never having requested a hearing in the first place. Thus, pursuant to section 409.6-604(b), the Commissioner was

¹⁸ www.consolidatedfoodgroup.com.

¹⁹ This address is available to all clients who purchase virtual office services from Cloud’s Carlsbad, CA, location.

free to take action to enter the Final Order without conducting a hearing or otherwise complying with the requirements of section 409.6-604(c).”)

Multiple Violations of Offering and Selling Unregistered, Non-Exempt Securities

85. **THE COMMISSIONER CONCLUDES** that Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods violated Section 409.3-301, RSMo. (Cum. Supp. 2013),²⁰ when Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods offered and sold unregistered securities in the State of Missouri to MR, MR2, and MR3.
86. At all times relevant to this matter, there was no registration, granted exemption, or notice filing indicating status as a “federal covered security” for the securities offered and sold by Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods.
87. Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods offered and sold securities in Missouri without these securities being (1) a federal covered security, (2) exempt from registration under Sections 409.2-201 or 409.2-203, or (3) registered under the Missouri Securities Act of 2003.
88. Respondents SPC Brands’, Spectrum Pet Care’s, and Spectrum Pet Foods’ conduct in violation of Section 409.3-301, constitutes an illegal act, practice, or course of business and such conduct is subject to the Commissioner’s authority under Section 409.6-604.

Multiple Violations of Employing or Associating with an Unregistered Agent

89. **THE COMMISSIONER FURTHER CONCLUDES** that Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Food violated Section 409.4-402(d) when Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Food employed or associated with Renick who offered or sold securities to MR1, MR2, and MR3 in Missouri on behalf of SPC Brands, Spectrum Pet Care, and Spectrum Pet Food.
90. The activities of Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Food constitute employing or associating with an agent in the State of Missouri under Section 409.4-402(d);
91. At all times relevant to this matter, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods had no registration or granted exemption from registration for any agents to transact business in the State of Missouri.
92. Respondents SPC Brands’, Spectrum Pet Care’s, and Spectrum Pet Foods’ conduct in violation of Section 409.4-402(d), constitutes an illegal act, practice, or course of business, and such conduct is subject to the Commissioner’s authority under Section 409.6-604.

²⁰ Unless otherwise noted, all statutory references are to the 2013 cumulative supplement of the Revised Statutes of Missouri.

Multiple Violations of Making an Untrue Statement of Material Fact in Connection with the Offer or Sale of a Security to MR1

93. **THE COMMISSIONER FURTHER CONCLUDES** that, in connection with the offer, sale or purchase of a security by Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods to MR1, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements of material fact including, but not limited to, the following:
- a. that Spectrum Pet Foods would “go public” within the next year; and
 - b. that the stock could be sold back to Spectrum Pet Foods at any time.
94. Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made multiple untrue statements of material fact to MR1 in violation of Section 409.5-501, and therefore engaged in an illegal act, practice, or course of business, and such conduct is subject to the Commissioner’s authority under Section 409.6-604.

Multiple Violations of Making an Untrue Statement of Material Fact in Connection with the Offer or Sale of a Security to MR2

95. **THE COMMISSIONER FURTHER CONCLUDES** that, in connection with the offer, sale or purchase of a security by Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods to MR2, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements of material fact including, but not limited to, that the business would “go public.”
96. Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made multiple untrue statements of material fact to MR2 in violation of Section 409.5-501, and therefore engaged in an illegal act, practice, or course of business, and such conduct is subject to the Commissioner’s authority under Section 409.6-604.

Multiple Violations of Making an Untrue Statement or Omitting to State Material Facts in Connection with the Offer or Sale of a Security to MC

97. **THE COMMISSIONER FURTHER CONCLUDES** that, in connection with the offer, sale or purchase of a security by Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods to MC, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements of material fact including, but not limited to, the following:
- a. that the bonds were fully secured by “equipment and five acres of industrial property”;²¹

²¹ There was no UCC filing at the time of MC’s investment and none was made for a period of approximately three years following the investment until July 2010.

- b. that Spectrum Pet Care would “go public”;
 - c. that a UCC filing would be made in the investor’s name at the state and county levels; and
 - d. that Spectrum Pet Care was in talks to merge with Mars, Inc., within the next eighteen months.
98. Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements or omitted to state material facts to MC in violation of Section 409.5-501, and therefore engaged in an illegal act, practice, or course of business, and such conduct is subject to the Commissioner’s authority under Section 409.6-604.

Multiple Violations of Making an Untrue Statement or Omitting to State Material Facts in Connection with the Offer or Sale of a Security to MR3

99. **THE COMMISSIONER FURTHER CONCLUDES** that, in connection with the offer, sale or purchase of a security by Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods to MR3, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements of material fact including, but not limited to, the following:
- a. that Spectrum Pet Care would be making “novelty things” and would sell them through “Family Dollar and Wal-Mart”; and
 - b. that all investments made in Spectrum Pet Care would be secured by a UCC filing and a Deed of Trust.
100. **THE COMMISSIONER FURTHER CONCLUDES** that, in connection with the offer, sale or purchase of a security, Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods omitted to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, including, but not limited to, the following:
- a. that Spectrum was in “survival mode” when Renick told MR3 that Spectrum Pet Care was doing “wonderfully” and was growing;
 - b. the risks of the investment;
 - c. that Spectrum Pet Care had little revenue from the sale of products;
 - d. Spectrum Pet Care’s financial condition;
 - e. that some investor money would be used to pay for Renick’s personal expenses;
 - f. that some investor money would be used to pay previous investors;

- g. that Spectrum Pet Care was unable to meet its debt service;
 - h. that Renick was not registered in the State of Missouri to sell securities; and
 - i. that the bond was not registered in the State of Missouri.
101. Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods made untrue statements or omitted to state material facts to MR3 in violation of Section 409.5-501, and therefore engaged in an illegal act, practice, or course of business, and such conduct is subject to the Commissioner's authority under Section 409.6-604.
102. This order is in the public interest and is consistent with the purposes of the Missouri Securities Act of 2003. *See* Section 409.6-605(b).

IV. ORDER

NOW THEREFORE, it is hereby ordered that Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods, their agents, employees and servants, and all other persons participating in or about to participate in the above-described violations with knowledge of this Order are prohibited from violating or materially aiding in any violation of:

- A. Section 409.3-301, by offering or selling any securities as defined by Section 409.1-102(28), in the State of Missouri unless those securities are registered with the Securities Division of the Office of the Secretary of State in accordance with the provisions of Section 409.3-301;
- B. Section 409.4-402(d), by employing an unregistered agent; and
- C. Section 409.5-501, by, in connection with the offer or sale of securities, making an untrue statement of a material fact or omitting to state a material fact necessary in order to make the statement made, in light of the circumstances under which it is made, not misleading or engaging in an act, practice, or course of business that operates or would operate as a fraud or deceit upon another person.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods shall each pay a civil penalty in the amount of \$10,000 for multiple violations of Section 409.3-301. This amount shall be made payable to the State of Missouri. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65201, within 30 days from the date of this Final Order.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods shall each pay a civil penalty in the amount of \$10,000 for violations of Section 409.4-402(d). This amount shall be made payable to the

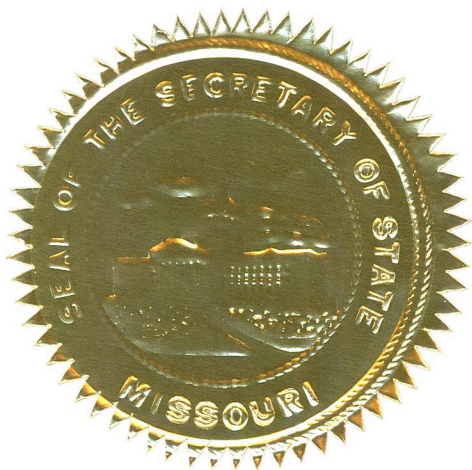
State of Missouri. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65201, within 30 days from the date of this Final Order.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(d), Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods shall each pay a civil penalty in the amount of \$10,000 for multiple violations of Section 409.5-501. This amount shall be made payable to the State of Missouri. The Secretary of State shall forward these funds to the state treasury for the benefit of county and township school funds as provided in Article IX, Section 7 of the Constitution of Missouri. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65201, within 30 days from the date of this Final Order.

IT IS FURTHER ORDERED that, pursuant to Section 409.6-604(e), Respondents SPC Brands, Spectrum Pet Care, and Spectrum Pet Foods shall jointly and severally pay \$19,290 in actual costs for investigation into, and the proceedings associated with, this matter. This amount shall be made payable to the Investor Education and Protection Fund. This amount shall be sent to the Missouri Securities Division at 600 West Main Street, P.O. Box 1276, Jefferson City, Missouri 65201, within 30 days of the date of this Final Order.

SO ORDERED:

WITNESS MY HAND AND OFFICIAL SEAL OF MY OFFICE AT JEFFERSON CITY, MISSOURI THIS NINETEENTH DAY OF JANUARY 2016.



JASON KANDER
SECRETARY OF STATE

A handwritten signature in black ink that reads "Andrew M. Hartnett".

ANDREW M. HARTNETT
COMMISSIONER OF SECURITIES

CERTIFICATE OF SERVICE

I hereby certify that on this 19 day of January, 2016, a copy of the foregoing Final Order To Cease And Desist As To Respondents SPC Brands, Inc., Spectrum Pet Care, Inc., Spectrum Pet Foods, Inc., And Order Awarding Restitution, Civil Penalties, And Costs in the above styled case was **mailed by Certified U.S. mail, Return Receipt Requested, to:**

SPC Brands, Inc.
1000 Lewis Street
Montgomery City, Missouri 63361

Spectrum Pet Care, Inc.
1000 Lewis Street
Montgomery City, Missouri 63361

and

Spectrum Pet Foods, Inc.
1000 Lewis Street
Montgomery City, Missouri 63361

and by hand-delivery to:

Mary S. Hosmer
Assistant Commissioner
Missouri Securities Division



Marsha Presley
Securities Office Manager