

IN THE DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

W. STUART PRICE, individually as a
Member of Tulsa Pro Hoops, LLC, and
derivatively on behalf of Tulsa Pro Hoops,
LLC,

Plaintiff,

v.

WILLIAM ("BILL") CAMERON,
individually,

CHRIS CHRISTIAN, individually,

CAMERON SPORTS, LLC, an Oklahoma
limited liability company,

CB HOOPS, LLC, an Oklahoma limited
liability company,

TEXASOU, LLC, an Oklahoma limited
liability company,

Defendants,

and

TULSA PRO HOOPS, LLC, an Oklahoma
limited liability company,

Nominal Party and Defendant.



Case No.

CJ-2015-02676

DAMAN CANTRELL

**DISTRICT COURT
FILED**

JUL 20 2015

**SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY**

JURY TRIAL DEMANDED

PETITION

COMES NOW Plaintiff W. Stuart Price, and for his Petition and causes of action against
the above-named Defendants states as follows:

PARTIES JURISDICTION AND VENUE

1. W. Stuart Price ("Plaintiff") is an individual and a Member of Tulsa Pro Hoops, LLC ("TPH"). Plaintiff is a resident of the City of Tulsa, County of Tulsa, State of Oklahoma.

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SALLY HOWE SMITH
COURT CLERK**

2. TPH is an Oklahoma Limited Liability Company authorized to conduct business in the State of Oklahoma. TPH's principal place of business is in City of Tulsa, County of Tulsa, State of Oklahoma.

3. William ("Bill") Cameron ("Cameron") is an individual and the Chairman, Chief Executive Officer, and Manager of TPH. Cameron is the owner and/or manager of Cameron Hoops, LLC, and CB Hoops, LLC. Cameron is a resident of the City of Oklahoma City, County of Oklahoma, State of Oklahoma.

4. Cameron Hoops, LLC is an Oklahoma Limited Liability Company authorized to conduct business in the State of Oklahoma. Cameron Hoops, LLC's headquarters are in City of Oklahoma City, County of Oklahoma, State of Oklahoma.

5. CB Hoops, LLC is an Oklahoma Limited Liability Company authorized to conduct business in the State of Oklahoma. CB Hoops, LLC's headquarters are in City of Oklahoma City, County of Oklahoma, State of Oklahoma. Upon information and belief, CB Hoops, LLC is the owner of more than fifty percent (50%) of the membership units of TPH.

6. Chris Christian ("Christian") is a resident of Texas. Christian participates in TPH by virtue of his controlling ownership of TPH Member TexasOU, LLC.

7. TexasOU, LLC is an Oklahoma Limited Liability Company authorized to conduct business in the State of Oklahoma. TexasOU, LLC's headquarters are in the State of Texas. Upon information and belief, TexasOU, LLC is the owner of more than approximately five percent (5%) of the membership units of TPH. TexasOU, LLC is dominated and controlled by Christian.

8. The causes of action, or some part thereof, arose in Tulsa County, Oklahoma.

9. By virtue of the foregoing, this Court has jurisdiction over the subject matter and the parties to this action, and venue is proper in this Court.

BACKGROUND ALLEGATIONS

A. Formation of TPH and Defendants' Attempt to Relocate the Team

10. TPH was formed on April 23, 2009 for the purpose of “own[ing], operat[ing], manag[ing], and otherwise conduct[ing] the business of a professional women’s basketball team to be located in Tulsa, Oklahoma. . . .” (See Operating Agreement of Tulsa Pro Hoops, LLC, hereinafter the “Operating Agreement”, § 2.5, attached as Exhibit A).

11. At the time of its formation, TPH acquired a Women’s National Basketball Association (“WNBA”) team and moved the team to Tulsa, Oklahoma. The team is known as the Tulsa Shock.

12. In connection with this transaction, Defendant Cameron offered Plaintiff an opportunity to invest in the Tulsa Shock through the purchase of a membership interest in TPH. Based upon the Operating Agreement and related statements made to Plaintiff and others to induce their acquisition of membership units in TPH, it was unequivocally represented that the Tulsa Shock would be located in, and remain in, Tulsa, Oklahoma.

13. Accordingly, at that time, Plaintiff contributed approximately \$250,000.00 and acquired a 7.21% membership interest in TPH, subject to the anti-dilution provision of the Operating Agreement.

14. At no time subsequent thereto did TPH notify Plaintiff of the issuance of additional membership units.

15. Further, the membership interests of, and capital contributions to, TPH have been concealed from the minority Members of TPH by Cameron and his affiliated entities and those

associated with them. Despite repeated requests, accurate and complete information concerning the Members of TPH and when, where, and how they acquired their membership interests has never been disclosed to the members.

16. TPH is currently dominated and controlled by Cameron, individually, and/or by Cameron's companies, Defendants Cameron Hoops, LLC and CB Hoops, LLC.

17. Defendants Cameron and Christian have been, for a period of time unbeknownst to Plaintiff, in the process of attempting to relocate the Tulsa Shock to the Dallas, Texas metropolitan area. The details of the purported relocation process have not been disclosed to, and in fact have been concealed from, the minority members of TPH.

18. Upon information and belief, Defendants have disclosed confidential company information to third parties in violation of Section 12.7 of the Operating Agreement in connection with their scheme to relocate the Tulsa Shock to the State of Texas.

19. The TPH Operating Agreement requires a Super Majority Vote of the company's members to "relocate the Team to a new geographic playing location outside the Tulsa area." (Exh. A, Section 6.6(c)(ii)). A Super Majority Vote "means the approval or consent of Members, holding in the aggregate, at least 66.23% of the then outstanding units" (Exh. A, Annex B, "Definitions").

20. Section 3.2 of the Operating Agreement provides that "[e]ach Member's initial Capital Contribution and the number of units acquired by that Member shall be set forth in Annex A, as Annex A may be amended from time to time." Annex A has never been amended and is inaccurate, as it does not reflect the true ownership of TPH.

21. The Oklahoma Limited Liability Act (the "Act") requires TPH keep "a current and past list of the full name and last-known mailing address of each member and manager," as

well as “copies of records that would enable a member to determine the relative voting rights of the members.” 18 *Okla. Stat.* § 2021. TPH has failed to keep such lists. Further, TPH has refused Plaintiff’s proper demand for such lists.

22. The failure of TPH to maintain adequate records with respect to member ownership has prevented Plaintiff and the other minority members from discovering the true ownership percentages of each member and from evaluating the votes required for Super Majority approval. Such information is necessary to effect a proper vote on the issue of relocation.

B. Defendants’ Refusal to Allow Inspection and Copying of Records

23. On July 13, 2015, Plaintiff made a proper demand for the inspection and copying of TPH records pursuant to 18 *Okla. Stat.* § 2021(B) and Section 12.1 of the Operating Agreement, but such demand has been denied. (See Demand Letter, dated July 13, 2015, attached as Exhibit B).

24. Defendants TPH and Cameron delayed Plaintiff’s statutory request for documents for over a week. The documents belatedly produced were entirely non-responsive. Subsequently, on July 20, when Plaintiff asked for any emails, valuations or communications about the relocation of the franchise to Dallas, Plaintiff’s request was denied. Further, in response to Plaintiff’s request for Board Minutes, TPH produced minutes for only one meeting, despite the fact that TPH existed and had meetings for over six (6) years. This is demonstrative of TPH’s failure to comply with (i) the Oklahoma statutory provisions regarding book and records, and/or (ii) the requirements of the Operating Agreement and Oklahoma law regarding maintenance of board minutes.

25. Accordingly, TPH has violated its obligations to make available for inspection and copying the company's records pursuant to Section 12.5 of the Operating Agreement and under the Act.

26. Due to Defendants' concealment of, and refusal to provide, TPH's records, Plaintiff and other members are uninformed as to the current outstanding Units in each Class and the number of Units owned by each Member.

27. Section 12.4 of the Operating Agreement requires TPH to send each member financial reports within forty-five (45) days after the close of each quarter. TPH has failed to comply with this requirement. Due to such failure, Plaintiff has been deprived of financial information he is entitled to under the Operating Agreement and the Act, and TPH has caused Plaintiff to be unaware of the company's true financial position.

C. Defendants' Violation of TPH's Anti-Dilution Provision

28. The Operating Agreement limits TPH's ability to create and issue additional Units to third-parties: "[i]f at any time the Company proposes to issue any equity securities. . . the Company shall first offer, in a written notice to each Member, to sell each Member its Pro Rata Share of the proposed issue of the equity securities, at the same price and on the same terms as the company proposes to sell the issue to other persons." (Exh. A, § 3.3)

29. Upon information and belief, TPH has issued/offered a considerable number of Units, in addition to the six million (6,000,000) originally issued, in exchange for Capital Contributions from existing Members and/or third-parties without offering to sell each Member (including Plaintiff) his or her Pro Rata Share of the proposed issuance, as is required by Section 3.3 of the Operating Agreement.

30. To induce Plaintiff to invest, the Defendant Cameron committed that he would make all capital calls, and that Plaintiff would not be diluted.

D. Self-Dealing by Defendants

31. Section 6.9 of the Operating Agreement provides, in part:

Conflicts of Interest. Any Member may engage independently or with others, directly or indirectly, in other business ventures of every nature and description, except for a business venture that constitutes a Company Business Opportunity unless that business venture has been presented to the Company and rejected by the Board.

32. Section 6.10 of the Operating Agreement provides:

Related Party Transactions. The Company may transact business with any Manager or Member or Affiliate thereof; provided that the terms of those transactions are on third-party, arm's-length terms.

33. Upon information and belief, Defendants have violated Section 6.9 of the Operating Agreement by usurping Company Business Opportunities without first presenting the venture to the Company and receiving the Board's rejection.

34. Cameron owns or controls American Fidelity Corporation, which is a state regulated insurance business. Upon information and belief, Cameron has utilized American Fidelity Corporation to facilitate his relocation plans. Upon further information and belief, Cameron has transacted business with American Fidelity Corporation in contravention of Section 6.10 of the Operating Agreement and for his own personal gain to the detriment of TPH and Plaintiff.

35. Upon information and belief, entities owned or controlled, directly or indirectly, by Cameron and/or Christian have entered into related party transactions and business arrangements with third parties, including but not limited to the potential new owners of the

WNBA team, for the benefit of themselves and their third party companies, and to the detriment of TPH and its members.

Derivative and Demand Allegations

36. Plaintiff owns TPH Units and has been an owner of TPH Units at all times relevant hereto. Plaintiff will adequately and fairly represent the interests of TPH and its members in enforcing and prosecuting their rights.

37. Plaintiff has not made a demand on the Board to file suit for the breaches of fiduciary duties alleged herein because such a demand would be a futile and useless act that would likely lead to TPH suffering irreparable injury, particularly for the following reasons:

- a. The delay associated with complying with demand requirements, together with Defendants' efforts to quickly consummate the relocation, will cause the relocation to be consummated before Plaintiff is able to obtain the relief Plaintiff seeks in this action, and will irreparably harm TPH, as there will be no way to undo the relocation, and the relocation will extinguish TPH as an ongoing entity;
- b. Each of the key officers, directors and managers know of and/or directly benefit from the wrongdoing complained herein;
- c. In order to bring this suit, the individual defendants would be forced to sue themselves and persons with whom they have extensive business and personal entanglements, which they will not do, thereby excusing the demand;
- d. Defendant Cameron, by virtue of his position, maintains control over any decisions required to be made by the Board, including action to be taken in response to a demand made by members; and

- e. Under such circumstances, and under the particular facts alleged above, there is more than reasonable doubt as to the disinterestedness and independence of the Board, thus making demand futile.

Relocation Statement

38. On July 20, 2015 at about 12:00 p.m. defendant Cameron distributed a written statement to all unit holders of TPH, including Plaintiff, informing them that a “***business decision” was made “to relocate the basketball team to the Dallas-Fort Worth area after the completion of the 2015 season.” (Relocation Statement, attached as Exhibit C). In this defensive letter, which is undated, Cameron asserted that this was the right decision from a business perspective, but harder for him to accept on a so-called “emotional level.” This statement contains omissions regarding the real history of Defendants’ long term schemes, all as set forth in this Petition.

39. No reference was made in Cameron’s written statement to a Super Majority Vote needed under the Operating Agreement, or procedures for effecting a vote in the absence of a Member’s meeting.

40. Just prior to release of the foregoing written statement, the defendant Cameron telephoned Plaintiff and told him of the relocation decision, noting that “God helped me make this decision.” Cameron further stated that he “meditated” and “prayed about it.”

CLAIMS FOR RELIEF

COUNT I Accounting

41. Plaintiff incorporates the allegations of paragraphs 1 through 40 above as if set out in full in Count I.

42. As a member of TPH and under applicable Oklahoma law, including principles of equity, Plaintiff is entitled to a full accounting of the business affairs of TPH, including all revenues, costs, expenses, and disposition of any property or revenues of same, and access to and delivery of all records relating to same. By virtue of TPH's refusal to provide the requested financial information, Plaintiff is entitled to an order from this Court compelling TPH to provide a complete accounting of all business affairs and financial results, from inception of TPH to present, to Plaintiff and to further provide Plaintiff with all books and records to which he is entitled. As part of this accounting, Plaintiff is also entitled to (a) a full and complete accounting for Plaintiff's Capital Account, (b) an adjustment of the interests of the various owners and interest holders in TPH to include, as necessary, entry of judgment in favor of Plaintiff and against Defendant TPH to award Plaintiff the full value of the amount owed to him, including but not limited to an order of this Court compelling TPH to offer Plaintiff his Pro Rata Share of any past proposed issue of equity securities.

COUNT II Declaratory Judgment

43. Plaintiff incorporates the allegations of paragraphs 1 through 42 above as if set out in full in Count II.

44. This Count states claims for declaratory judgments in accordance with 12 *Okla. Stat.* §§ 1651 *et seq.* for the purpose of determining questions of actual, justiciable controversy now existing between the parties.

45. Defendants have expressed their intent to relocate the Tulsa Shock to Dallas, Texas, without the consent of the minority Members, yet Defendants have failed to provide sufficient information to the TPH Members, in accordance with the Operating Agreement and the Act, to make an informed decision regarding such relocation.

46. Due to the above-mentioned acts of Defendants, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares TPH is prohibited from effecting a vote on such relocation until Defendants have complied with their disclosure requirements, and Members are given an adequate opportunity to review such documents.

47. Due to the above-mentioned acts, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that TPH cannot effect a vote on relocation until they are in full compliance with the Operating Agreement, including disclosure, notice, and meeting requirements.

48. Due to the above-mentioned acts of Defendants, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares Plaintiff is entitled to access company information, books, and records pursuant to 12.5 of the Operating Agreement.

49. Due to the above-mentioned acts of Defendants, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares Plaintiff is entitled to access company information, books, and records pursuant to 18 *Okla. Stat.* § 2021(B).

50. Due to the above-mentioned acts of Defendants, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares Plaintiff has just and reasonable cause for, and is therefore entitled to, a formal accounting of TPH's affairs, pursuant to 18 *Okla. Stat.* § 2021(B)(3).

51. Due to the above-mentioned acts, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares any shares issued in contravention of Section 3.3 of the Operating Agreement are void or voidable;

52. Due to the above-mentioned acts, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares Defendants Cameron and Christian have conflicts of interest, have engaged in self-dealing, and are interested parties, such that they are not acting in the best interest of TPH, and therefore they and entities controlled by them are prohibited from voting on a relocation of the Tulsa Shock, or, alternatively, must establish the entire fairness of the transaction.

53. Due to the above-mentioned acts, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment that declares every transaction in which there is a conflict of interest precludes that person or entity from voting on the relocation, or, alternatively, that person or entity must establish the entire fairness of the transaction.

54. Due to the above-mentioned acts, and the facts and circumstances described in this Petition, Plaintiff is entitled to a declaratory judgment Defendants have breached their fiduciary duties to TPH and TPH's members.

COUNT III
Derivative Claim for Breach of Fiduciary Duty, Mismanagement and Self-Dealing

55. Plaintiff incorporates the allegations of paragraphs 1 through 54 above as if set out in full in Count III. Plaintiff asserts this claim derivatively on behalf of TPH.

56. By reason of the individual defendants' positions with TPH as officers, directors, managers and/or majority members, said individuals are in a fiduciary relationship with TPH and its members, and owe TPH and its members a duty of the highest good faith, fair dealing, loyalty and full, candid and adequate disclosure.

57. The individual defendants have violated, and are violating, fiduciary duties owed to TPH. By the acts, transactions and courses of conduct alleged herein, the individual defendants, individually and acting as a part of a common plan, are violating fiduciary duties

owed to TPH by considering a relocation without regard to the fairness of the transaction to TPH and its Members.

58. As demonstrated by the allegations above, the defendants are violating fiduciary duties owed to TPH by, among other conduct:

- a. Ignoring or not protecting against conflicts of interest and related party transactions resulting from their various interrelationships in the proposed relocation;
- b. Taking advantage of their positions and ownership percentages of TPH for the benefit of themselves, and to the detriment of TPH and its minority Members;
- c. Disclosing confidential company information to potential investors without the appropriate prior approval or authorization;
- d. Usurping TPH business opportunities without first presenting them to TPH;
- e. Receiving personal financial benefit from a transaction that is not equally shared by all members; and
- f. Taking actions that are detrimental to TPH's stated purpose.

59. The individual defendants have knowingly or recklessly breached their fiduciary duties of loyalty, good faith, and independence owed to the TPH. The individual defendants are on both sides of the transaction, have engaged in self-dealing, abused their control of TPH, and obtained for themselves personal benefits, including personal financial benefits, to the detriment of TPH and its members.

60. The individual defendants' breaches of their fiduciary duties have caused TPH and its members harm, in an amount to be determined but which exceeds \$10,000 and also exceeds the amount-in-controversy requirement of 28 U.S.C. § 1332.

61. In addition, the conduct of the individual defendants, as set forth herein, rises to the level of willful, wanton, oppressive, or reckless conduct for which they should be punished by an award to TPH and Plaintiff of exemplary and punitive damages in an amount sufficient, taking into consideration the assets and net worth of the individual defendants, to render the consequences of such conduct an example to themselves and others and, in any event, in an amount at least equal to the actual damages awarded under this Count.

COUNT IV
Squeeze-Out/Oppression of Minority Shareholder

62. Plaintiff incorporates the allegations of paragraphs 1 through 61 above as if set out in full in Count IV.

63. By virtue of his control of TPH, as Chief Executive Officer, Chairman, Manager, and majority owner, Cameron has fiduciary duties of care, good faith, and loyalty to TPH and its members.

64. Plaintiff is a minority member of TPH.

65. By virtue of the governing agreements and the parties' course of performance, Cameron is situated such that he and entities he controls have the practical ability to control TPH's operations and/or prevent other board members, officers, and/or members from acting in any way contrary to Cameron's desires. As such, Cameron has a fiduciary duty not to misuse his power by promoting his interests over those of TPH and Plaintiff, and to protect the interests of Plaintiff and the other membership interest holders. *See Renberg v. Zarrow*, 1983 OK 22, ¶ 19, 667 P.2d 465, 472.

66. Plaintiff reasonably reposed trust and confidence in Cameron, which he accepted, to act in a manner that benefitted TPH and all of its members over his own.

67. The above-mentioned acts and conduct of Cameron constitute an impermissible squeeze-out and/or minority shareholder oppression against Plaintiff, the result of which is that Plaintiff has sustained actual damages in an amount to be proved at trial, but which exceeds \$10,000 and also exceeds the amount-in-controversy requirement of 28 U.S.C. § 1332.

68. In addition, the conduct of the individual defendants, as set forth herein, rises to the level of willful, wanton, oppressive, or reckless conduct for which they should be punished by an award to TPH and Plaintiff of exemplary and punitive damages in an amount sufficient, taking into consideration the assets and net worth of the individual defendants, to render the consequences of such conduct an example to themselves and others and, in any event, in an amount at least equal to the actual damages awarded under this Count.

COUNT V
Breach of Contract

69. Plaintiff incorporates the allegations of paragraphs 1 through 68 above as if set out in full in Count V.

70. As set forth above, Defendant TPH has on numerous occasions breached its contractual obligations to Plaintiff under the TPH Operating Agreement and 18 *Okla. Stat.* § 2000 et seq., the Oklahoma Limited Liability Company Act.

71. By virtue of these breaches described above, Defendant TPH is liable to Plaintiff in an amount to be determined at trial, but which exceeds \$10,000 and also exceeds the amount-in-controversy requirement of 28 U.S.C. § 1332.

COUNT VI
Misappropriation of Confidential Business Information

72. Plaintiff incorporates the allegations of paragraphs 1 through 71.

73. This Count states a claim for misappropriation and use of confidential business information under applicable state and common law against Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC.

74. By virtue of its broker/agent relationship under the Agreement, Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC had access to confidential business information proprietary to TPH.

75. Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC are using and have wrongfully disclosed that confidential business information, know-how, and proprietary data, without authority from all members of TPH, and to their advantage and to the advantage of persons or entities not aligned in interest with TPH, specifically to execute a surreptitious and wrongful plot to relocate the Tulsa Shock from Tulsa.

76. As a direct result of Cameron's, Christian's, Cameron Sports, LLC's, CB Hoops, LLC's, and TexasOU, LLC's misappropriation of confidential business information, Plaintiff has incurred actual damages in an amount to be proved at trial, but which exceeds \$10,000 and also exceeds the amount-in-controversy requirement of 28 U.S.C. § 1332.

77. In addition, the above-described conduct of Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC rises to the level of willful, wanton, heinous, grossly negligent, or reckless conduct for which they should be punished by an award to Plaintiff of exemplary and punitive damages in an amount sufficient, taking into consideration the assets and worth of Plaintiff, to render the consequences of its conduct an example to itself and others and, in any event, in an amount at least equal to the actual damages awarded to Plaintiff for Cameron's, Christian's, Cameron Sports, LLC's, CB Hoops, LLC's, and TexasOU, LLC's misappropriation of confidential business information. *See 23 Okla. Stat. §9.1.*

COUNT VII
Civil Conspiracy

78. The allegations of paragraphs 1 through 77 above are incorporated as if set forth in Count IX in full.

79. This Count states a claim under applicable state and common law for civil conspiracy against Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC, and their respective agents and employees (collectively, the “Conspirators”).

80. Upon information and belief, Conspirators formed a combination of persons with the purpose of committing breach of fiduciary duty, misappropriation of confidential business information, improper dilution of interests, and general subversion of the TPH Operating Agreement upon TPH, Plaintiff, and the other minority owners of TPH, among other wrongful acts which are alleged herein and which will be further detailed following discovery.

81. The Conspirators agreed to, among other things, intentionally implement a plan to wrongfully remove the Tulsa Shock from Tulsa and to dilute and oppress the minority owners.

82. From May 2010 to the present, the Conspirators made numerous overt acts in furtherance of their conspiracy including, but not limited to misusing and misappropriating confidential business information of TPH to their benefit and to the detriment of TPH, entering into unauthorized and concealed contracts not disclosed to or approved by TPH for the purpose of executing their surreptitious plot to relocate the Tulsa Shock, making false and misleading statements to the members of TPH concerning its business, finances, and affairs, falsely inducing capital contributions from members of TPH on the false premise that the Tulsa Shock would remain in Tulsa when the Conspirators had no such intent, and falsely making statements concerning the need to make capital contributions and not be diluted.

83. As a result of the Conspirators' wrongful acts, Plaintiff has incurred actual damages in an amount to be proved at trial, but which exceeds \$10,000 and also exceeds the amount-in-controversy requirement of 28 U.S.C. § 1332.

84. In addition, the above-described conduct of the Conspirators rises to the level of willful, wanton, heinous, grossly negligent, or reckless conduct for which they should be punished by an award to Plaintiff of exemplary and punitive damages in an amount sufficient, taking into consideration the assets and worth of Plaintiff, to render the consequences of its conduct an example to itself and others and, in any event, in an amount at least equal to the actual damages awarded to Plaintiff for the Conspirators wrongful acts. *See 23 Okla. Stat. §9.1.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, W. Stuart Price prays that he be granted judgment against Defendants as follows:

- A. On the first claim for relief, judgment against Defendant TPH for a full and complete accounting to Plaintiff of TPH's business affairs and assets, including all revenues, costs, expenses, and disposition of any property or revenues of the same, and access to and delivery of all records relating to same and an adjustment of membership interests as required;
- B. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring that TPH is prohibited from effecting a vote on relocation of the Tulsa Shock until Defendants have complied with their disclosure requirements, and the Members are given an adequate opportunity to review such documents;
- C. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring that TPH cannot effect a vote on relocation of the Tulsa

- Shock until they are in full compliance with the Operating Agreement, including but not limited to the disclosure, notice and meeting requirements;
- D. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring Plaintiff is entitled to access company information, books, and records pursuant to Section 12.5 of the Operating Agreement;
- E. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring Plaintiff is entitled to access company information, books, and records pursuant to 18 *Okla. Stat.* § 2021(B);
- F. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring Plaintiff has just and reasonable cause for, and is therefore entitled to, a formal accounting of TPH's affairs, pursuant to 18 *Okla. Stat.* 2021(B)(3);
- G. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring that any shares issued in contravention of Section 3.3 of the Operating Agreement are void or voidable;
- H. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring that Defendants Cameron and Christian and/or entities they control have conflicts of interest, have engaged in self-dealing, and are interested parties, such that they are not acting in the best interest of TPH, and therefore they and the entities controlled by them are prohibited from voting on a relocation of the Tulsa Shock, or they must, alternatively, establish the entire fairness of the relocation transaction;

- I. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring every transaction in which there is a conflict of interest or self-dealing precludes that person or entity from voting on the relocation, or they must, alternatively, establish the entire fairness of the relocation transaction;
- J. On the second claim for relief, entry of a declaratory judgment in favor of Plaintiff and against Defendant declaring Defendants have breached their fiduciary duties to TPH and its Members;
- K. On the third claim for relief, actual damages and punitive damages in favor of TPH and Plaintiff, and against Cameron, Christian, Cameron Hoops, LLC, and CB Hoops, LLC;
- L. On the fourth claim for relief, actual damages and punitive damages against Cameron, Christian, Cameron Hoops, LLC, and CB Hoops, LLC;
- M. On the fifth claim for relief actual damages in an amount to be proved at trial, but in any event in excess of \$10,000.00;
- N. On the sixth claim for relief, actual damages and punitive damages against Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC;
- O. On the seventh claim for relief, actual damages and punitive damages against Cameron, Christian, Cameron Sports, LLC, CB Hoops, LLC, and TexasOU, LLC;
- P. Pre- and post-judgment interest as allowed by applicable law; and
- Q. All other relief to which Plaintiff is entitled at law or in equity.

Respectfully submitted,



Joel L. Wohlgemuth, OBA #9811

Ryan A. Ray, OBA #22281

NORMAN WOHLGEMUTH CHANDLER

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