

IN THE MATTER OF: **THE SECURITIES ACT**

-and-

**IN THE MATTER OF: WILD DOG INCORPORATED and RYAN SOOKRAM,
also known as RYAN SOOKRUM**

STATEMENT OF ALLEGATIONS OF STAFF OF THE
MANITOBA SECURITIES COMMISSION

**STAFF OF THE MANITOBA SECURITIES COMMISSION ALLEGE, INTER ALIA,
THAT:**

A. REGISTRATION

1. Wild Dog Incorporated ("WILD DOG") was a corporation incorporated on November 21, 2001 under the laws of the Province of Manitoba. The registered office of WILD DOG was located in Winnipeg, Manitoba.
2. At all material times, WILD DOG was not registered to trade in securities under The Securities Act of Manitoba ("Act").
3. At all material times, WILD DOG had not filed a preliminary prospectus or a prospectus with The Manitoba Securities Commission ("Commission"), nor had it applied for or been granted an exemption order under section 20 of the Act.
4. At all material times, WILD DOG had not filed any reports under section 7 of the Regulation to the Act or any notice under section 91 of the Regulation to the Act with respect to any trades under section 19 of the Act or sections 90 or 91 of the Regulation.
5. At all material times, Ryan Sookram also known as Ryan Sookrum ("SOOKRAM") was the sole director and the president of WILD DOG.
6. At all material times, SOOKRAM was not registered to trade in securities under the Act.

B. DETAILS

As to Mr. H:

1. At all material times, Mr. H was a resident of Winnipeg, Manitoba.
2. In 2000, a co-worker introduced Mr. H to SOOKRAM at a meeting at a Winnipeg restaurant ("Initial Meeting"). Mr. H understood from his co-worker that the purpose of the Initial Meeting was that SOOKRAM was interested in talking to Mr. H about an investment opportunity.

3. In 1999, some time prior to the Initial Meeting, Mr. H had been approached by SOOKRAM. At the time, Mr. H was at work. SOOKRAM, who was a stranger to Mr. H, represented himself to be a pilot and asked Mr. H various personal questions.
4. During the Initial Meeting, SOOKRAM introduced Mr. H to the company, WILD DOG. SOOKRAM described WILD DOG as a company that would soon be up and running. SOOKRAM described the nature of WILD DOG's business and its products. SOOKRAM further explained an opportunity for Mr. H to join WILD DOG.
5. As explained by SOOKRAM, Mr. H understood that people who bought shares in WILD DOG would then be able to eventually work with the company. Mr. H understood that if he did not buy shares, he would not be offered employment.
6. At the time of the Initial Meeting, Mr. H was looking for employment or something that would lead to employment.
7. Mr. H purchased shares in WILD DOG, resulting in a 5% interest in WILD DOG ("First Purchase").
8. SOOKRAM dictated to Mr. H the wording of a Share Agreement, which Mr. H typed and later signed. The Share Agreement was witnessed by SOOKRAM.
9. SOOKRAM described WILD DOG's prospects to Mr. H. As a result, Mr. H purchased an additional 3% ("Second Purchase").
10. Once again, a Share Purchase Agreement for the Second Purchase was typed by Mr. H under the direction of SOOKRAM.
11. By the end of 2000, the total amount of shares purchased by Mr. H in WILD DOG represented 8% of WILD DOG.
12. The following payments were made by Mr. H for the shares in WILD DOG:

<u>Cheque Date</u>	<u>Dollar Amount</u>	<u>Payee</u>
April 24, 2000	\$2,200	SOOKRAM of WILD DOG
October 10, 2000	550	SOOKRAM
December 11, 2000	<u>\$6,450</u>	SOOKRAM
	<u>\$9,200.</u>	

13. Mr. H continued to attend meetings at SOOKRAM's home. The purpose of the meetings was to work on getting the WILD DOG company up and running. During the meetings, SOOKRAM gave pep talks as to the progress of the WILD DOG product.

14. At the request of SOOKRAM, Mr. H completed various secretarial-type tasks for WILD DOG and/or SOOKRAM. The tasks requested by SOOKRAM were completed by Mr. H out of his own home or the home of SOOKRAM.

15. SOOKRAM called Mr. H an employee.

16. Mr. H did not receive any payment for the tasks done.

17. SOOKRAM told Mr. H that once various contracts were completed with certain large retail names, Mr. H would then be brought on as an employee and receive a salary. No specific salary rate was discussed. SOOKRAM advised the salary would be generous.

18. Mr. H never received any salary.

19. In 2003, Mr. H became concerned that he was never going to be employed by WILD DOG and confronted SOOKRAM. As a result, in early 2004 at the request of SOOKRAM, Mr. H submitted to SOOKRAM the number of hours he estimated he had worked without pay for the approximate period of 2000 – 2003.

20. In 2003, Mr. H also requested that the money he had invested be returned.

21. The investment monies were not returned.

As to Mr. C:

22. At all material times, Mr. C was a resident of Winnipeg, Manitoba.

23. Mr. C knew SOOKRAM from the Winnipeg Airport where SOOKRAM was a volunteer.

24. SOOKRAM approached Mr. C and asked him to come to a meeting about his company WILD DOG.

25. Mr. C attended approximately two meetings, one at the home of SOOKRAM.

26. After the meetings, SOOKRAM approached Mr. C to buy shares in the company WILD DOG.

27. SOOKRAM told Mr. C that if he did buy shares, he would be offered employment in the company.

28. On or about October 24, 2000, Mr. C bought shares in WILD DOG for \$4,000.

29. After Mr. C bought the shares, he was informed that he had been made vice president. He did a small amount of scouting out the local market for the company.

As to Mr. W:

30. At all material times, Mr. W was a resident of Minnesota, in the United States of America.

31. Mr. W had initially met SOOKRAM in the early 1990's while they were both attending an American University, but lost touch with SOOKRAM after 1992.

32. In the latter part of 2000, Mr. W made contact with SOOKRAM, to catch up on each other's lives. At this time, Mr. W was living in Minnesota, selling cars. SOOKRAM informed him that he was still living in Winnipeg, Manitoba and was now a pilot based out of Minneapolis, Minnesota. They decided to get together and met at a restaurant/bar in the Minneapolis, Minnesota area.

33. When they met, SOOKRAM presented the WILD DOG company to Mr. W. SOOKRAM described the company's product and advised Mr. W that he was close to a deal with a large chain of stores.

34. SOOKRAM asked Mr. W if he wanted to be part of the company and work for WILD DOG.

35. Thereafter, they continued to discuss business and the purchase of shares by Mr. W both in person, when SOOKRAM was in town in Minnesota, and otherwise in numerous telephone conversations.

36. On January 21, 2001, Mr. W signed a Share Agreement for 10% of WILD DOG for \$30,500 in Canadian funds. Prior to this, a verbal agreement had been established over the phone.

37. On or about, February 8, 2001, Mr. W paid \$16,000 USD in the form of a cheque. SOOKRAM advised Mr. W that the balance did not have to be paid by Mr. W until the company started making money.

38. At the request of SOOKRAM, a joint bank account was opened in Minneapolis, Minnesota with the deposit of Mr. W's cheque ("US Bank Account").

39. Following the opening of the US Bank Account, in or about the summer of 2003 Mr. W discovered that various credit card accounts had been opened by SOOKRAM with Mr. W's personal information, thereby causing thousands of dollars of debt to be incurred in the name of Mr. W. In addition, Mr. W also discovered that thousands of dollars of charges had been made to the line of credit connected to the US Bank Account.

40. In 2004, in addition to seeking repayment of the debt described above, Mr. W requested of SOOKRAM that the money he had invested in WILD DOG be returned.

41. The investment monies were not returned.

As to Mr. S:

42. At all material times, Mr. S was a resident of Minnesota, in the United States of America.

43. In or about the spring of 2001, SOOKRAM met with Mr. S at a restaurant in Minnesota.
44. SOOKRAM described what the WILD DOG company was about, including its product and plans for the future. SOOKRAM advised he was looking for a sales manager and wondered whether Mr. S was interested. At the time, Mr. S was employed but was interested if the position could be done part-time. SOOKRAM also informed Mr. S of the potential to buy into the company.
45. Throughout the summer of 2001, discussions continued between SOOKRAM and Mr. S, both in person with SOOKRAM in Minnesota and otherwise in numerous telephone conversations.
46. SOOKRAM told Mr. S he could buy up to 6% of the company.
47. At the time, in his spare time, Mr. S was doing some sales-related planning for the future for WILD DOG and had located a potential vendor for the company's product. Mr. S understood himself to have been deemed an employee of the company, but, however, was neither paid for these endeavours, nor did he expect to be paid. Mr. S understood that once the company was up and running he would be a sales manager, a shareholder, and a salaried employee. Another option of just being a shareholder had also been presented to Mr. S.
48. On or about September 2, 2001, SOOKRAM presented Mr. S with a Share Agreement, which he signed, for the purchase of 5% of WILD DOG for \$18,800 in Canadian funds.
49. Mr. S paid a deposit of \$1,000 USD to be applied towards the share purchase. It was agreed that the balance of funds for the shares would be paid at a later time.
50. As matters transpired, Mr. S was unable to raise the funds, decided he did not want the shares, and requested the return of the deposit.
51. On or about November 20, 2001, an agreement was signed by Mr. S relinquishing his shares and providing for the return of the deposit. At the insistence of SOOKRAM, the deposit was to be returned at a much later date, within the period of January 31, 2002 to January 30, 2003.
52. The deposit monies were not returned to Mr. S.

Miscellaneous:

53. On March 17, 2006, WILD DOG was dissolved by the Companies Office of Manitoba.
54. The Director, Legal and Enforcement ("Director") of the Commission has received an application from Mr. H for a claim for compensation for financial loss. The Director requests that the Commission order financial loss compensation in an amount to be determined at or prior to the hearing.

C. ALLEGATIONS

1. Staff of the Commission allege that WILD DOG and SOOKRAM traded in securities without registration and without prospectus contrary to sections 6 and 37 of the Act and acted contrary to the best interests of the public, and therefore should not be entitled to use any of the exemptions set out in the Act and should not participate in the exempt markets in Manitoba in the future, and furthermore that an administrative penalty pursuant to subsection 148.1(1) of the Act should be ordered against WILD DOG and/or SOOKRAM and still further that WILD DOG and/or SOOKRAM should be ordered to pay compensation for financial loss pursuant to section 148.2 of the Act.

2. Such further and other matters as counsel may advise and the Commission may permit.

DATED at Winnipeg, Manitoba this 15th day of March, 2007.

Director, Legal and Enforcement

TO: RYAN SOOKRAM,
also known as RYAN SOOKRUM
AND TO: WILD DOG INCORPORATED