

**BEFORE THE ARKANSAS SECURITIES COMMISSIONER
CASE NO S-12-0137**

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ARKANSAS SECURITIES DE

**WALLACE J. LITTRELL, JR.,
TO LOVE GOD, LLC,
POP-N-SHOTS, AND
THE LITTRELL GROUP**

RESPONDENTS

REQUEST FOR CEASE AND DESIST ORDER

The Staff of the Arkansas Securities Department (“Staff”) received information and has in its possession certain evidence that indicates Wallace J. Littrell, Jr. (“Littrell”) and To Love God, LLC d/b/a Pop-N-Shots and the Littrell Group have violated provisions of the Arkansas Securities Act (“Act”), Ark. Code Ann. §§ 23-42-101 through 23-42-509 and the Rules of the Arkansas Securities Commissioner (“Rules”).

Administrative Authority

1. This matter is brought in connection with violations of sections of the Act and the Rules and is therefore properly before the Arkansas Securities Commissioner (“Commissioner”) in accordance with Ark. Code Ann. § 23-42-209.

Respondents

2. To Love God, LLC d/b/a Pop-N-Shots and the Littrell Group (“Pop-N-Shots”) is a limited liability company organized and operating under the laws of the State of Arkansas. Further, Pop-N-Shots has never been registered with the Arkansas Securities Department (“Department”) under the Act in any capacity.

3. Littrell is a resident of the State of Arkansas. Littrell is an organizer and manager of Pop-N-Shots. Littrell has not been registered with the Department under the Act in any capacity.

Facts Supporting Cease and Desist Order

4. Littrell, on behalf of Pop-N-Shots, has been in contact with at least 18 people. During Littrell's contact with these 18 people, Littrell offered each person the opportunity to make an investment in and receive shares of Pop-N-Shots. These 18 individuals are residents of Arkansas, Missouri, Oklahoma, Texas, Louisiana, and Florida. At least six of these people subsequently made an investment in and purchased shares of Pop-N-Shot. In addition, one of these people was given a share of Pop-N-Shots in exchange and as payment for her work for Pop-N-Shots. When Littrell sold or exchanged investments in or shares of Pop-N-Shots to these seven people, he had them sign an investment contract and confidentiality agreement. The investment contract was titled Assignment of Membership Interest and signed by Littrell as managing member and assignor. A blank copy of the Assignment of Membership Interest is attached hereto as Exhibit 1.

5. In addition to contacting specific individuals concerning an investment in Pop-N-Shots, Littrell also included a general solicitation for investors in Pop-N-Shots on a website, the littrellgroup.com, maintained by Littrell. Copies of pages from this website are attached hereto as Exhibit 2. The website contained projections of returns on investments made and shares of Pop-N-Shots owned by investors. In addition, one page lists the total gross revenue projections for Pop-N-Shots. However, there is no basis provided on this website to determine how these projected returns and revenue were determined. In addition, the website completely omits any mention of the risks involved in investing in or purchasing shares of Pop-N-Shots.

6. Texas resident one (“TX1”) made an initial investment of \$5,000 in Pop-N-Shots during the spring or early summer of 2012. On or about the week of July 23rd, Littrell contacted TX1 and solicited another \$800 investment in Pop-N-Shots from TX1. Although Littrell had filed a Chapter 13 bankruptcy petition on July 5, 2012, Littrell omitted to tell TX1 about his bankruptcy filing.

7. The Staff has found that personal living expenses of Littrell were regularly paid for out of the Pop-N-Shots operating account. In fact, bank records indicate that Littrell spent approximately \$12,200 of investor money in less than two months on his personal expenses. The personal bills of Littrell that were paid include, but are not limited to, the following businesses: McDonald’s, Arkansas Travelers, the Mean Pig, Crackerbox 49, Hibbett Sports, 1st Stop Sports Shop, Raceway 970, Taco Bell, NNT Oscars Liquor, Exxon Mobil Conway, Kroger, Cracker Barrel, CNS AT&T Mobility, Chrysler Corporation, Great Clips, Z Tans Conway, China Town, Buffalo Wild Wings, Harps Food Store, Best Buy, Old Navy, Wal-Mart, Chic-Fil-A, Shell, 8 Mile Store, Lake Liquor, Sonic, Marcone Appliance Part, Hog Wild Wine & Spirits, Colton’s, Subway, Double Tree Little Rock, Sprint Wireless, Peabody Little Rock, Crackerbox 38, Ridgeway Eye Care, Dollar General, Wendy’s, Flash Market 7, Keith’s Viola, Big Ben’s Food Fun, Walgreens, Waffel House, Murphy Oil Wal-Mart, General Store Judsonia, Lighthouse Carwash, Burger King, Tobacco World, Strombolis Conway, Big Red 133, JP Flash Market, Counseling Associates Conway, Plainview Quick Mart, Circle K Stores, Carlyle Motel, Economy Towing, Conco, Jimmy’s Egg, Sawbucks, El Rancho, O’Reilly Store, Fred’s, Gervins Sports. The Assignment of Membership Interest contract, attached hereto as Exhibit 1, does not state or disclose that investor money would be used to support or pay for any of the personal living expenses of Littrell or any other manager of Pop-N-Shots. Further, Littrell told Louisiana

resident one (“LR1”) and other investors that their investment money would be used to develop and produce prototypes of the Pop-N-Shots, as well as to market the Pop-N-Shots. Littrell never told LR1 or the other investors that their investment money would be used for Littrell’s personal expenses.

8. No officer, manager, or employee of Pop-N-Shots ever made any exemption filing with the United States Securities and Exchange Commission requesting that any Pop-N-Shots securities offered and sold by Littrell in or from Arkansas be exempt under Regulation D of the Securities Act of 1933.

9. No officer, manager, or employee of Pop-N-Shots required any investor to provide any information concerning the Arkansas investor’s net worth, annual income, or investment experience. Further, Arkansas investors were not asked to fill out any paperwork with information necessary for anyone at Pop-N-Shots to determine if the investors were qualified investors.

10. No officer, manager, or employee of Pop-N-Shots ever made any registration or exemption filing with the Department for any securities offered and sold by Littrell, on behalf of Pop-N-Shots, in or from Arkansas.

Applicable Law

11. Ark. Code Ann. § 23-42-102(15)(A)(xi) defines an investment contract as a security.

12. Ark. Code Ann. § 23-42-501 states it is unlawful for any person to offer or sell any security in this state unless: (1) it is registered under this chapter; (2) the security or transaction is exempted under Ark. Code Ann. § 23-42-503 or Ark. Code Ann. § 23-42-504; or (3) it is a covered security.

13. Ark. Code Ann. § 23-42-507(2) states that it is unlawful for any person, in connection with the sale of any security, directly or indirectly, to make any untrue statement of a material fact or omit to state a material fact necessary in order to make the statement, in light of the circumstances under which they are made, not misleading.

14. Ark. Code Ann. § 23-42-507(3) states that it is unlawful for any person, in connection with the sale of any security, directly or indirectly, to engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person.

15. Ark. Code Ann. § 23-42-209(a) states that whenever it appears to the Commissioner, upon sufficient grounds or evidence satisfactory to the Commissioner, of any provision of the Act or any rule or order under the Act, that any person has engaged or is about to engage in any act or practice constituting a violation the Commissioner may summarily order the person to cease and desist from the act or practice.

16. Ark. Code Ann. § 23-42-209(a)(2)(C)(ii) states that, after notice and an opportunity for a hearing, the commissioner may levy a fine not to exceed ten thousand dollars (\$10,000) for each violation or an amount equal to the total money received in connection with each violation.

Conclusions of Law

17. The seven Assignment of Membership Interest contracts signed by investors and Littrell on behalf of Pop-N-Shots, as detailed in paragraph four, were investment contracts and securities as defined by Ark. Code Ann. § 23-42-102(15)(A)(xi).

18. Pop-N-Shots and Littrell did not properly register any securities, file for any exemptions, or make any notice filings concerning any covered security with the Department regarding the Pop-N-Shots securities sold in and from Arkansas, as detailed in paragraph four.

19. The offer to 18 investors and the sale to seven investors of unregistered, non-exempt and non-covered securities by Littrell on behalf of Pop-N-Shots constitutes multiple violations of Ark. Code Ann. § 23-42-501 by Pop-N-Shots and Littrell.

20. The misrepresentations and omissions concerning the potential returns on investments and risks involved in investing in or purchasing shares of Pop-N-Shots, as well as the projected revenue of Pop-N-Shots and Littrell's filing of bankruptcy, as detailed in paragraphs five and six, constitute multiple violations of Ark. Code Ann. § 23-42-507(2) by Pop-N-Shots and Littrell.

21. The failure of Pop-N-Shots and Littrell to state that investor money would be used to support or pay for any of the living expenses of Littrell or any other manager of Pop-N-Shots, as detailed in paragraph seven, operated as a fraud or deceit upon the investors by Pop-N-Shots and Littrell. Therefore, Pop-N-Shots and Littrell violated Ark. Code Ann. § 23-42-507(3) multiple times.

22. The conduct, acts, and practices of Pop-N-Shots and Littrell threaten immediate and irreparable public harm. A cease and desist order is in the public interest and is appropriate pursuant to Ark. Code Ann. § 23-42-209(a).

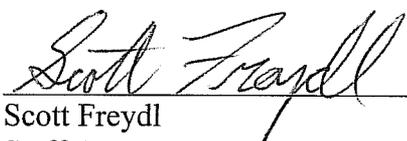
23. Pursuant to Ark. Code Ann. § 23-42-209(a)(2)(C)(ii), after notice and an opportunity for a hearing, the Commissioner should enter an appropriate fine against Pop-N-Shots and Littrell for its and his multiple violations of the Act and the Rules.

Prayer for Relief

WHEREFORE, the Staff respectfully requests that the Commissioner order Pop-N-Shots and Litrell to immediately CEASE AND DESIST from soliciting, offering, and/or selling any securities in or from Arkansas until it and/or he are properly registered under the Arkansas

Securities Act with the Department; order Pop-N-Shots and Littrell to immediately CEASE AND DESIST from violating Ark. Code Ann. §§ 23-42-507(2) and (3) in the solicitation, offering and/or selling of any securities in Arkansas; and, for all other relief to which the Staff may be entitled.

Respectfully submitted,



Scott Freydl
Staff Attorney
Arkansas Securities Department

8/3/12

Date

Assignment of Member Interest
in
TO LOVE GOD, LLC

A Limited Liability Company

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, Wallace J. Littrell Jr., "Assignor", Managing-Member of "To Love God", an Arkansas Limited Liability Company, hereinafter "Company", does hereby assign, transfer and warrant to Full Investor Name , "Assignee", all of a 0.00 percentage share of membership interest in the Company.

The Company has licensed rights to the subject matter of pending U.S. Patent Application No. 12/772288, hereinafter the "Patent." Further the Company plans to exploit the subject matter of the Patent and generate revenue related to such exploitation efforts. Accordingly, the Company will report sales, net profits and/or royalties generated as result of such efforts to the Assignee on a quarterly basis and within 30 days of said quarterly report disburse a 0.00 percentage share of the net profits to the Assignee. The Company further agrees to notify the Assignee of any liens, lawsuits, encumbrances or other matters that may limit or restrict the Company's rights to exploit the subject matter of the Patent.

Except as otherwise provided in the operating agreement, a membership interest in a limited liability company is assignable in whole or in part. The operating agreement of the Company does not prohibit assignment of a Members interest. An assignment of this interest does not dissolve the company or entitle the assignee to become or to exercise any rights of a member. An assignment entitles the assignee to receive, to the extent assigned, the distributions of cash and other property and the allocations of profits, losses, income, gains, deductions, credits, or similar items to which the assignee's assignor would have been entitled. The Assignor ceases to be a member upon assignment of all the assignor's membership interest. Except as provided herein, until Assignee becomes a member, the assignee does not have liability as a member solely because of the assignment.

Assignee may become a member if and to the extent that the assignor gives the assignee that right and either of the following occurs:

(1) The assignor has been given the authority in writing in the operating agreement to give an assignee the right to become a member.

(2) All other members consent.

By execution hereof, Assignor, gives to Assignee the right to become a Member of the Company.

Once Assignee becomes a member, he has to the extent assigned the rights and powers of a member under the operating agreement is subject to the restrictions and liabilities of a member under the operating agreement. Assignee is liable for the obligations of Assignor to make contributions as provided by law. Assignee is not obligated for liabilities that could not be ascertained from a written operating agreement and that were unknown to Assignee at the time he becomes a member.

Assignor is not released from his liability to a limited liability company for past capital contributions required by law whether or not the assignee becomes a member.

Any notices to the Assignee regarding this assignment of interest, disbursements, reports and any other matters regarding the Company shall be mailed via U.S. First Class Mail to the following address:

Full Investor Name

Address

City, State XXXXX

DATED this the _____ day of Month, 2012.

Wallace J. Littrell Jr., Managing-Member
and Assignor

Acknowledgement of Receipt

Full Investor Name
Assignee



THE LITTRELL GROUP

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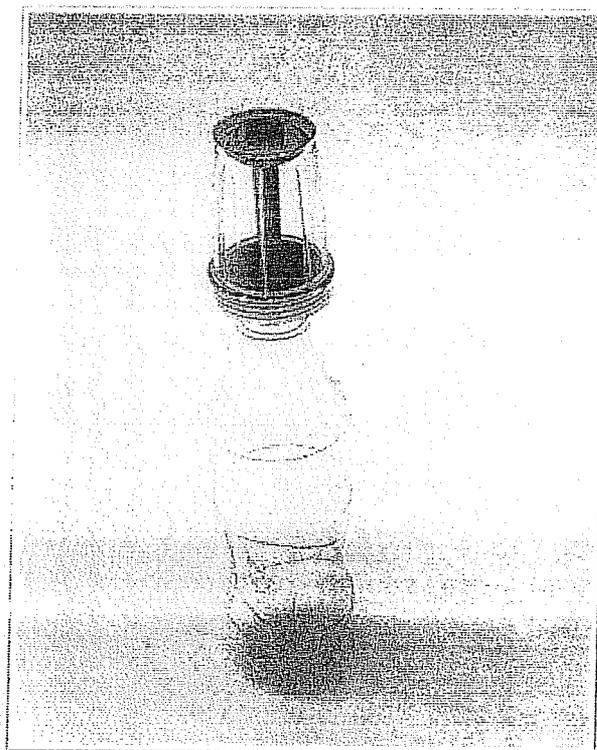
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The Company that WORKS for you!!



Update: Pop-N-Shots is housing various liquids and looking for more ideas. Currently focusing on Energy Shots, Vitamin Supplements, and Liqour.

Contact us if you want to have your flavor in our activator!!

Pop-N-Shots is a revolutionary new bottling design that will completely change the method in which consumers enjoy their favorite cocktails.

A Fresh Cocktail Every Time!!



Wallace James Littrell Jr.



Name:
Wallace James
Littrell Jr.
Email:
thelittrellgroup@g
mail.com
Status:
I need everyone to
check out my video
of the...



TLG

Working at God's Speed

THE LITTRELL GROUP

HOME RESEARCH PROFILES INVESTOR INFO CONTACT

Pop-N-Shots

The main purpose of the **Pop-N-Shots** is to provide consumers with a beverage container that houses different liquids in two separate compartments. The current market provides limited alternatives for making mixed alcoholic beverages with minimal equipment and ingredients. Often times, individuals need to buy multiple items in bulk in order to create mixed drinks, which can be costly and waste time. Utilizing a precise measuring system, the **Pop-N-Shots** is comprised of a bottle containing a non-alcoholic mixer in the bottom portion and a detachable jigger filled with alcohol on the cap segment of the customized container. Users simply remove the jigger divider to release the alcohol contents down to the juice or soda. Practical and convenient to use, the **Pop-N-Shots** will vary in dimension and shape according to user specifications. The **Pop-N-Shots** is the only product that features a removable divider that users control to blend pre-measured contents together for immediate cocktail consumption. The unique design of **the Pop-N-Shots** allows individuals to mix a fresh cocktail drink with accuracy and precision.

Full Patent Information:

Online Patent Search

- Enter the Security Script shown on page
- Type in Application Number 12772288
- Click the "Published Documents" Tab
- Click "View"

MIXED DRINK SYSTEM

AbstractThe present invention relates a mixed drink system for creating a mixed drink comprising: a container, where said container includes a liquid; a jigger cap, where the cap seals the container; a sealed compartment within the cap, where said compartment includes a second liquid; and a releasable divider, where said divider seals the compartment of the jigger cap. In one exemplary embodiment, the container is a bottle and the liquid is a soda, water, club soda, juice, cream or milk. The second liquid may be distilled liquor such as gin, rum, tequila, vodka, whiskey, bourbon or scotch. The compartment may include an opening, where the opening provides a means to release the liquid into the container.

Inventors: **LITTRELL; WALLACE**; (El Reno, OK) Serial No.: **772288** Series Code: **12** Filed: **May 3, 2010**

Current U.S. Class: **215/316**; 220/212 Class at Publication: **215/316**; 220/212 International Class: **B65D 41/00**

20060101 B65D041/00; B65D 51/00 20060101 B65D051/00

Claims

1. A mixed drink system for creating a mixed drink comprising: a. a container, where said container includes a liquid; b. a jigger cap, where the cap seals the container; c. a sealed compartment within the cap, where said compartment includes a second liquid; and d. a releasable divider, where said divider seals the compartment of the jigger cap.
2. The mixed drink system according to claim 1, where the container is a bottle.
3. The mixed drink system according to claim 1, where the liquid is at least one of a soda, water, club soda, juice, cream and milk.
4. The mixed drink system according to claim 1, where the second liquid is distilled liquor.
5. The mixed drink system according to claim 1, where the compartment includes an opening, where the opening provides a means to release the liquid into the container.
6. The mixed drink system according to claim 4, where said distilled liquor includes at least one of gin, rum, tequila, vodka, whiskey, bourbon and scotch.

Description

BACKGROUND OF THE INVENTION

[0001] 1. Field of Invention

[0002] The present invention relates to a mixed drink system that includes a cap design to attach to a bottle where the cap includes sufficient alcohol to create a mixed drink with the liquids within the bottle.

[0003] 2. Description of Related Art

[0004] A mixed drink is a popular drink that involves the mixture of alcohol and a mixer such as soda, juice, milk or ice cream that is enjoyed by individuals who consume alcohol. A mixture of the drink involves the pouring of alcohol and the desired mixture into a glass or a shaker and allowing the combined liquids to blend to create a unique taste for each drink. The mixed drink includes distilled liquor such as whiskey, bourbon, vodka, gin, tequila, or scotch. The distilled liquor is mixed with a mixer where the mixer is usually a soda, water, a liqueur, cream, milk and/or ice. A bartender or consumer must have a container of the distilled spirit usually in a bottle and then mix the distilled spirit with the mixer that comes in a separate bottle or container. The use of separate bottles is due to the various types of mixers used and the various types of distilled liquors mixed with mixers.

[0005] In order to provide a convenient mixed drink it would be advantageous to have a bottle that included the mixer within one compartment and the distilled liquor in the separate compartment where the two may be combined at the time of consumption. It would also be advantageous for the distilled liquor compartment or at least one compartment be used as a cap for the bottle and therefore contained and separated from the mixer. Use of such a device could obviate the need for multiple bottles and containers in order to serve a mixed drink.

SUMMARY OF THE INVENTION

[0006] The present invention relates a mixed drink system for creating a mixed drink comprising: a container, where said container includes a liquid; a jigger cap, where the cap seals the container; a sealed compartment within the cap, where said compartment includes a second liquid; and a releasable divider, where said divider seals the compartment of the jigger cap. In one exemplary embodiment, the container is a bottle and the liquid is a soda, water, club soda, juice, cream or milk. The second liquid may be distilled liquor such as gin, rum, tequila, vodka, whiskey, bourbon or scotch. The compartment may include an opening, where the opening provides a means to release the liquid into the container.

BRIEF DESCRIPTION OF DRAWINGS

[0007] FIG. 1 depicts a mixed drink system according to the present invention.

[0008] FIG. 2 depicts a jigger cap according to the present invention.

[0009] FIG. 3 depicts a bottom side of the jigger cap according to the present invention.

DETAILED DESCRIPTION

[0010] The present invention relates to a mixed drink system that provides a convenient single bottle that can create a mixed alcoholic drink at the time of consumption. The present invention includes a bottle that contains a mixer such as soda, water, juice, or a cream and a detachable jigger cap that encloses distilled spirits or alcohol for mixture with the contents of the bottle. The user may remove a divider provided on the bottom of the jigger cap to release the alcohol into the bottle and create the mixed drink for consumption. The bottle and drink combination may vary in size based upon the desired mixed drink and contents thereof.

[0011] In reference to FIG. 1 a depiction of the mixed drink system 10 according to the present invention is depicted. The drink system 10 includes a Bottle 14 with a Jigger Cap 12. The Jigger Cap 12 seals the Bottle 14 which may contain a mixer such as a soda, water, club soda or other known mixers. The Jigger Cap 12 provides the means to seal the Bottle 14 and also contains in a compartment shown in FIG. 2 that includes distilled liquor such as gin, rum, tequila, vodka, whiskey, bourbon or scotch. FIG. 2 depicts the sectional view of the Jigger Cap 12 that shows the inner compartment that stores Alcohol 22 therein. The Alcohol 22 stored within the Jigger Cap 12 is readily released by the user to create a mixed drink with the mixer within the Bottle 14.

[0012] FIG. 3, depicts a bottom view of the Jigger Cap 12 according to the present invention. The Jigger Cap 12 includes a Divider 15 that is readily released to allow the dispensing of alcohol within the Jigger Cap 12. A small Opening 13 is provided under the divider that allows for the dispensing of the alcohol.

[0013] The Jigger Cap 12 seals the Bottle 14 and is detachable in order to release the alcohol contents into the mixer provided in the Bottle 14. The Drink System 10 may come in various sizes and the contents may be varied in order to create some common mixed drinks such as vodka and tonic, rum and coke, whiskey and 7-up, gin and orange juice, to name a few exemplary mixed drinks that may be created with the drink system according to the present invention. The drink system also provides pre-measured contents whereas to provide adequate amounts of distilled liquor within the Jigger Cap 12 with a suitable amount of mixer within the Bottle 14. Use of the drink system according to the present invention provides a practical and convenient use to create mixed drinks and obviates the need to buy multiple bottles of mix and the actual alcohol in order to create the mixed drink. Further the Drinking System 10 may provide a single mixed drink or multiple mixed drinks within the bottle depending on the amount of mixer and alcohol provided in the Jigger Cap 12. The drink mix system according to the present invention provides two separate compartments to house the desired liquids for mixture and consumption. The instant invention has been shown and described in what it considers to be the most practical and preferred embodiments. It is recognized, however, that departures may be made there from within the scope of the invention and that obvious modifications will occur to a person skilled in the art.

* * * * *

Attention Corporate Investors, Limited Interest

left for sale. Good Luck!!

Investment Amount	Percentage share of Company	Return per 90,000 Cases	Patent Returns based for 20 yrs
\$500,000	5%	\$400,000	\$160 Million
\$400,000	4%	\$320,000	\$128 Million
\$300,000	3%	\$240,000	\$96 Million
\$200,000	2%	\$160,000	\$64 Million
\$100,000	1%	\$80,000	\$32 Million
\$50,000	0.5%	\$40,000	\$16 Million
\$40,000	0.4%	\$32,000	\$12.8 Million
\$30,000	0.3%	\$24,000	\$9.6 Million
\$25,000	0.25%	\$20,000	\$8 Million
\$20,000	0.2%	\$16,000	\$6.4 Million
\$15,000	0.15%	\$12,000	\$4.8 Million
\$12,500	0.125%	\$10,000	\$4 Million
\$10,000	0.1%	\$8,000	\$3.2 Million
\$5,000	0.05%	\$4,000	\$1.6 Million
\$1,000	0.01%	\$800	\$320,000

[Click to see Total Gross Revenue Projection per 90,000 cases sold](#)

Total Gross Revenue Projection per 180,000 cases sold

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	A	B	C	D	E	F	G	H	I	J	K
1	Pop N Shots And Smart Beverage Group Business Plan										
2	PNS-SBG Price Grid			COGS			Projected Revenues				
3	Price Structure			Jigger	0.25	\$7.50	Production Margin				\$9.50
4	Pop N Shots 50ml/12 Oz			Bottle	0.1	\$3.00	Distribution Margin				\$18.34
5	Per Case	30		Wrap	0.05	\$1.50	Total Margin				\$27.84
6	CIF/FOB	30.50		Alc	0.15	\$4.50					
7	Ocean Freight	N/A		Mixer	0.05	\$1.50					
8	Drayage	0.15					Annual Case Vol				180,000
9	Fed Tax	4.5					Projected Gross Revenue				
10	Customs	0.10		Shipper		\$1.00	Production				\$1,710,000
11	Brokerage	0.07		Labor		\$2.00	Distribution				\$3,301,200
12	In/Out Whse	0.50		Total		\$21.00	Total Projected Gross Revenue				\$5,011,200
13	Insurance	0.04		FOB		\$30.50					
14	Palletizing	0.05		GP		\$9.50					
15	MHW Fee	0.75		GP%		31.15%					
16	SBG Total Laid In	36.66									
17											
18	SBG to Wholesale	55.00									
19											
20	SBG Margin \$\$	18.34									
21											
22	SBG Margin %	33.35%									
23											
24	Wholesale Sell	83.00									
25											
26	Wholesale Laid In	60.00									
27											
28	Wholesale GP \$\$	23.00									
29											
30											

NOTE:
This is a total gross revenue projection. This is not a projected P&L.

Business Plan