

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
BROWNSVILLE DIVISION

United States District Court  
Southern District of Texas  
FILED

AUG 24 2009

\_\_\_\_\_  
)  
DENISE CAMPBELL, on behalf of herself )  
and those similarly situated, )  
Plaintiff, )

Clerk of Court

v. )

CIVIL ACTION NO. B-09- 197

)  
)  
IMMUNOSYN CORPORATION, )  
ARGYLL BIOTECHNOLOGIES, LLC, )  
JAMES T. MICELI, DOUGLAS A. )  
MCCLAIN, JR, FRANK MORALES, )  
ARGYLL EQUITIES, LLC, )  
STEPHEN FERRONE, and DOUGLAS )  
A. MCCLAIN, SR., )  
Defendants. )  
\_\_\_\_\_

**CLASS ACTION COMPLAINT AND JURY DEMAND**

Now comes Denise Campbell on behalf of herself and others similarly situated and for their complaint states as follows:

**Parties**

1. Plaintiff, Denise Campbell ("CAMPBELL"), is a resident of Bruce Mines, Ontario, Canada. CAMPBELL has MS.
2. Defendant, Immunosyn Corporation ("IMMUNOSYN"), is a Delaware corporation with its principal place of business at 4225 Executive Square, Suite 260, La Jolla, California.
3. Defendant, Argyll Biotechnologies, LLC ("ARGYLL BIOTECH"), is a Texas limited liability company with its principal place of business at 4225 Executive Square, Suite 260, La Jolla, California.
4. Defendant, Argyll Equities, LLC ("ARGYLL EQUITIES"), is a Texas limited liability company, with its principal place of business at 4225 Executive Square, Suite 260, La Jolla, California.
5. Defendant, James T. Miceli ("MICELI"), is a resident of California. MICELI is the Chief Executive Officer of ARGYLL BIOTECH and ARGYLL EQUITIES.

6. Defendant, Douglas A. McClain, Jr. (“MCCLAIN”), is a resident of Georgia. MCCLAIN is the President of ARGYLL BIOTECH and ARGYLL EQUITIES and the Chief Financial Officer of IMMUNOSYN.

7. Defendant, Frank Morales (“MORALES”) is a medical doctor and a resident of Brownsville, Texas, with a last known address of 2805 Hackberry Lane and is associated with Rio Valley Medical Center.

8. Defendant, Stephen Ferrone (“FERRONE”), is a resident of California. FERRONE is the President of IMMUNOSYN.

9. Defendant, Douglas A. McClain, Sr. (“MCCLAIN SR.”) is a resident of Texas. MCCLAIN SR. is an owner and/or controlling person with respect to ARGYLL EQUITIES and/or ARGYLL BIOTECH.

### **Jurisdiction and Venue**

10. This action is brought personally by CAMPBELL and those similarly situated pursuant to the Securities Exchange Act of 1934 (the “Exchange Act”), 15 U.S.C. § 78m, 78r and 78t and RICO statute 18 U.S.C. § 1964 *et seq.* Jurisdiction of this court and venue in this district are proper pursuant to 15 U.S.C. § 78aa and 18 U.S.C. § 1964 *et seq.* Further, jurisdiction is conferred under 15 U.S.C. § 1332(a)(1) because the Plaintiff and Defendants are citizens of different states and the amount in controversy exceeds \$75,000 in damages.

### **Governing Law**

11. Pursuant to 15 U.S.C. § 78m, IMMUNYSON and its principals are required to maintain public filings and books and records for the benefit of investors that accurately and fairly reflect the transactions and dispositions of the assets of the issuer and maintain financial records that conform with generally accepted accounting principles.

12. Pursuant to 15 U.S.C. § 78r (a), “Any person who shall make or cause to be made any statement in any application, report, or document filed pursuant to this chapter or any rule or regulation thereunder or any undertaking contained in a registration statement as provided in subsection (d) of section 78o of this title, which statement was at the time and in the light of the circumstances under which it was made false or misleading with respect to any material fact, shall be liable to any person (not knowing that such statement was false or misleading) who, in reliance upon such statement, shall have purchased or sold a security at a price which was affected by such statement, for damages caused by such reliance, unless the person sued shall prove that he acted in good faith and had no knowledge that such statement was false or misleading. A person seeking to enforce such liability may sue at law or in equity in any court of competent jurisdiction. In any such suit the court may, in its discretion, require an undertaking for the payment of the costs of such suit, and assess reasonable costs, including reasonable attorneys' fees, against either party litigant.”

13. Pursuant to 15 U.S.C. § 78t (a) and (b), “Every person who, directly or indirectly, controls any person liable under any provision of this chapter or of any rule or regulation thereunder shall also be liable jointly and severally with and to the same extent as such controlled person to any person to whom such controlled person is liable, unless the controlling person acted in good faith and did not directly or indirectly induce the act or acts constituting the violation or cause of action.” “It shall be unlawful for any person, directly or indirectly, to do any act or thing which it would be unlawful for such person to do under the provisions of this chapter or any rule or regulation thereunder through or by means of any other person.”

14. Pursuant to 17 C.F.R. § 240.10b-5, “It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange, (a) To employ any device, scheme, or artifice to defraud, (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or (c) To engage in any act, practice, or course of business which operates or would operate as a fraud or deceit upon any person, in connection with the purchase or sale of any security.

15. Pursuant to 18 U.S.C. § 1964 (c) Any person injured in his business or property by reason of a violation of section 1962 of this chapter may sue therefor in any appropriate United States district court and shall recover threefold the damages he sustains and the cost of the suit, including a reasonable attorney’s fee, except that no person may rely upon any conduct that would have been actionable as fraud in the purchase or sale of securities to establish a violation of section 1962.

16. Pursuant to 18 U.S.C. § 1962 (a) It shall be unlawful for any person who has received any income derived, directly or indirectly, from a pattern of racketeering activity or through collection of an unlawful debt in which such person has participated as a principal within the meaning of section 2, title 18, United States Code, to use or invest, directly or indirectly, any part of such income, or the proceeds of such income, in acquisition of any interest in, or the establishment or operation of, any enterprise which is engaged in, or the activities of which affect, interstate or foreign commerce. Pursuant to 18 U.S.C. § 1962 (c) It shall be unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity or collection of unlawful debt. Racketeering is defined by Section 1961 and includes mail fraud.

### **Background**

17. MICELI, MCCLAIN, SR., and MCCLAIN control ARGYLL EQUITIES, ARGYLL BIOTECH and IMMUNOSYN.

18. MICELI, MCCLAIN, SR., and MCCLAIN have been personally involved in the distribution of SF-1019, the retention of profits from its sale, and the development of the newsletters and promotional statements made on the companies’ websites concerning SF-1019.

19. MICELI, MCCLAIN, SR., and MCCLAIN are the alter egos of ARGYLL EQUITIES and ARGYLL BIOTECH.

20. ARGYLL EQUITIES financed ARGYLL BIOTECH. ARGYLL BIOTECH and/or ARGYLL EQUITIES financed IMMUNOSYN and financially control IMMUNOSYN.

21. ARGYLL BIOTECH claims to own, develop and promote a drug known as SF-1019.

22. IMMUNOSYN claims in its SEC filings and website to own the exclusive rights to market and sell SF-1019.

23. CAMPBELL viewed Alan Osmond on Larry King live and heard about a drug he was taking and promoting for MS.

24. Following the TV show, CAMPBELL went to Alan Osmond's website, ARGYLL BIOTECH's website, and IMMUNOSYN's website to read about SF-1019, a drug being promoted by Alan Osmond, ARGYLL BIOTECH and IMMUNYSON.

25. ARGYLL BIOTECH's website is linked to a promotional letter from Alan Osmond for ARGYLL BIOTECH and SF-1019.

26. On or about January 10, 2008, after viewing IMMUNOSYN's, ARGYLL BIOTECH's and Alan Osmond's websites, CAMPBELL purchased 200 shares of Immunyson stock at \$2.35 a share for a total cost to her of \$508.48.

27. In early March 2008, CAMPBELL communicated, through her sister, with Alan Osmond via email concerning SF-1019 and was directed by someone responding to Alan Osmond's emails to Dr. Mitchell Melling in Utah to learn about obtaining SF-1019.

28. CAMPBELL spoke to Krystal Bradshaw at Dr. Mitchell Melling's office concerning obtaining SF-1019. Dr. Mitchell Melling's office referred CAMPBELL to Dr. Frank Morales in Texas.

29. Dr. Mitchell Melling is a manager of Utah Biopharmaceutical Laboratories, LLC ("UBL"). During July 2008, UBL formed a relationship with ARGYLL BIOTECH and/or IMMUNOSYN to obtain SF-1019.

30. Upon information and belief, MORALES is obtaining SF-1019 from one or more of the DEFENDANTS.

31. In Spring 2008, CAMPBELL purchased SF-1019 from MORALES through Rio Valley Medical Center.

32. MORALES shipped SF-1019 from Brownsville, Texas to Michigan so that CAMPBELL could pick up the drug in the United States.

33. CAMPBELL paid MORALES and/or Rio Valley Medical Center about \$1,450 for four vials of SF-1019 (“BATCH ONE”).

34. MORALES is associated with the Rio Valley Medical Center.

35. Upon information and belief, SF-1019 is not approved by the FDA for sale in the United States.

36. Upon information and belief, SF-1019 has not passed typical safety protocols for FDA approval.

37. CAMPBELL injected herself with the SF-1019 from BATCH ONE. CAMPBELL was under the impression that the SF-1019 from BATCH ONE improved her medical condition.

38. After taking SF-1019 and reading about SF-1019 on Alan Osmond’s website and IMMUNYSON’s website, CAMPBELL purchased IMMUNYSON stock through TD Waterhouse.

39. CAMPBELL purchased IMMUNYSON stock on at least January 10, 2008 and October 15, 2008.

40. CAMPBELL relied upon the representations made on ARGYLL BIOTECH’s, IMMUNYSON’s and Alan Osmond’s website in purchasing IMMUNYSON stock.

41. Upon information and belief, Alan Osmond is paid by one or more of the DEFENDANTS to promote SF-1019.

42. Alan Osmond promotes SF-1019/Immunosyn by claiming its effectiveness, to further his financial interest in the product, which was not disclosed to CAMPBELL and others.

43. In 2007, a safety study was performed on SF-1019 by one or more of the DEFENDANTS through Iso-tex Diagnostics in Friendswood, Texas. Four rats died during the safety study. The draft report of the results stated, among other things, “[the study] should not be used in any way, shape or form to advance product registration of SF-1019 with any regulatory agency. To do so would invite problems. The deaths during the study are troubling.”

44. The DEFENDANTS have not reported the results of safety studies on SF-1019 to CAMPBELL or the public, said results would have been important to CAMPBELL and others in deciding whether to take SF-1019.

45. IMMUNOSYN claims in its annual report for the fiscal year ending December 31, 2007 that, “Argyll Biotech’s only data regarding the safety and efficacy of SF-1019 is based on uncontrolled observations of a precursor to SF-1019 among a small group of individuals, not SF-1019 itself.”

46. ARGYLL BIOTECH claims on its website that, "Following a series of toxicity studies in animals, SF-1019 demonstrated a positive safety result."

47. ARGYLL BIOTECH also claims on its website to have completed a first phase proof of concept trial in Europe.

48. ARGYLL BIOTECH also claims to have obtained "informed consent" approval in the EU and "compassionate waiver" status in the US.

49. Upon information and belief, ARGYLL BIOTECH has not completed a first phase proof of concept trial in Europe and has not obtained approval to distribute SF-1019 in the EU or US under an "informed consent" or "compassionate waiver" status.

50. Being unaware of Alan Osmond's financial interest in SF-1019/Immunosyn and the safety studies on SF-1019, CAMPBELL relied upon the promotional statements made by Alan Osmond, Immunosyn's website, ARGYLL BIOTECH's website, and IMMUNOSYN's SEC filings on its website, in purchasing SF-1019 and Immunosyn stock.

51. Upon information and belief, the aforementioned websites made false and misleading statements concerning the approvals for and effectiveness of SF-1019, not limited to, a claim that SF-1019 had been effective in diabetic ulcer healing. This claim was made in press releases dated January and February 2008 as published on Immunosyn's website.

52. Also in 2008, CAMPBELL contacted MORALES for a second time to obtain more SF-1019. MORALES sold CAMPBELL 12 vials of what was purported to be SF-1019 for about \$3,750 ("BATCH TWO").

53. CAMPBELL injected herself with SF-1019 from BATCH TWO.

54. Upon information and belief, BATCH TWO contained no active agents and/or was water or saline solution.

55. MORALES and/or the DEFENDANTS misrepresented to CAMPBELL the contents of the drug being sold to her as SF-1019.

56. CAMPBELL relied upon the representations in the aforementioned websites and of MORALES in purchasing SF-1019.

57. After this troubling experience with BATCH TWO of SF-1019, CAMPBELL sold IMMUNOSYN stock on or about May 8, 2009 at a monetary loss.

58. IMMUNOSYN has reported no revenue for 2007 and 2008. IMMUNOSYN's 10-Q dated May 15, 2008 claims, "As of the date of this report, we have no revenue and limited operations." This 10-Q is signed by MCCLAIN and FERRONE.

59. SF-1019 has been sold for a profit in the United States during at least 2008.

60. The DEFENDANTS have been selling SF-1019 through various commercial channels, including MORALES, exchanging SF-1019 for services and good will, and failing to report and/or allocate income to IMMUNOSYN to the detriment of its stockholders, including CAMPBELL, in violation of IMMUNOSYN's exclusive right to market and sell SF-1019.

61. Upon information and belief, SF-1019 has been placed on clinical hold.

62. The SEC filings made by IMMUNOSYN, as reported and/or signed by MCCLAIN and FERRONE, have been false and/or misleading.

### COUNT I – THE EXCHANGE ACT

63. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-62 as if fully stated herein.

64. The DEFENDANTS are in violation of 15 U.S.C. § 78r and/or 17 C.F.R. § 240.10b-5 by making false and/or misleading statements concerning IMMUNYSON and SF-1019 in SEC filings, including but not limited to: a) failing to report income generated from the sale of SF-1019, b) claiming in a10-QSB for the period ending 9/30/07 that IMMUNYSON had the "exclusive worldwide license to market, distribute and sell . . . SF-1019," c) failing to timely report in its SEC filings a lawsuit brought by Salvatore and Frank Bramante against IMMUNYSON, d) claiming that Argyll Biotech's only data regarding the safety and efficacy of SF-1019 is based on uncontrolled observations of a precursor to SF-1019 among a small group of individuals, not SF-1019 itself, e) failing to disclose that SF-1019 was on clinical hold, d) misrepresenting the approvals obtained for SF-1019, f) failing to disclose that SF-1019 was being sold through channels outside of IMMUNYSON, g) failing to disclose the business relationship between Alan Osmond and IMMUNYSON and/or ARGYLL BIOTECH, and h) selling a water/saline solution/and/or product without active agents as SF-1019.

65. CAMPBELL and others relied upon the SEC filings of IMMUNOSYN to accurately report the financials of the company, material events, and the assets/licenses held by IMMUNOSYN.

66. Based upon *supra* and IMMUNOSYN's claim that it held the exclusive license to sell SF-1019, CAMPBELL purchased IMMUNOSYN stock.

67. MORALES and/or the other DEFENDANTS are selling SF-1019 without any proceeds flowing to IMMUNYSON.

68. The false and/or misleading statements concerning IMMUNOSYN's sales of SF-1019 affected the stock price of IMMUNOSYN, which was sold at a loss by CAMPBELL and others.

69. Each of the DEFENDANTS is jointly and severally liable for the aforementioned unlawful conduct committed personally or through their control of others.

70. CAMPBELL has been damaged by DEFENDANTS violations of the Exchange Act.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against the DEFENDANTS for their violations of the Exchange Act, plus interest, costs and attorneys fees.

### **COUNT II – FRAUD**

71. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-70 as if fully stated herein.

72. Under common law or statute, the DEFENDANTS had a duty to disclose to CAMPBELL that the FDA had not approved SF-1019 for human injection, that SF-1019 had not received compassionate waiver status, that SF-1019 was on clinical hold, that SF-1019 had negative results in certain safety studies, that SF-1019 was being sold by the DEFENDANTS outside of the exclusive license held by IMMUNOSYN, and that Alan Osmond was being paid to promote SF-1019.

73. If CAMPBELL had known that SF-1019 was not approved for human injection by the FDA, that SF-1019 had negative results in certain safety studies, that SF-1019 had not received compassionate waiver status, that SF-1019 was on clinical hold, that SF-1019 was being sold by DEFENDANTS outside of the exclusive license held by IMMUNOSYN, and that Alan Osmond was being paid to promote SF-1019, she would not have purchased and injected herself with SF-1019 or purchased the stock.

74. IMMUNOSYN's SEC filings, ARGYLL BIOTECH's website, and IMMUNOSYN's website, were false and misleading as set forth *supra*.

75. CAMPBELL relied upon the DEFENDANTS' websites, representations, and SEC filings in purchasing SF-1019 and IMMUNOSYN stock.

76. As a result of the purchase of SF-1019, injection of same, and the purchase of stock in IMMUNOSYN, CAMPBELL has been damaged.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against the DEFENDANTS for their fraud, plus interest, costs and attorneys fees.

### **COUNT III – RICO**

77. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-76 as if fully stated herein.

78. Approximately ten years ago, MICELI was been convicted of felony fraud in the State of Illinois.

79. MCCLAIN, SR., MCCLAIN and MICELI worked together at International Profit Associates (“IPA”) in Illinois.

80. Through IPA, MCCLAIN SR. became involved with a public entity known as Nextpath Technologies. MCCLAIN SR. was able to obtain and sell a large volume of shares of Nextpath Technologies to unsuspecting investors, based on false information concerning the company, for approximately \$6,000,000.

81. MCCLAIN SR. received funds and/or distributed Nextpath Technologies stock certificates through the US mail or other carriers interstate.

82. MCCLAIN SR. communicated with the Bramantes over the telephone from outside of Massachusetts, to convince and deceive them into purchasing Nextpath Technologies stock.

83. Salvatore and Frank Bramante were investors duped by MCCLAIN SR. to buy Nextpath Technologies stock based upon false and misleading information. The Bramantes sued MCCLAIN, SR. in United States District Court for the District of Massachusetts and obtained judgment against him for about \$4,500,000.

84. After MCCLAIN, SR.’s involvement with Nextpath Technologies, MCCLAIN, SR., MCCLAIN and MICELI left IPA and worked together in an entity called FIT Management.

85. Money from the sale of Nextpath Technologies stock was used to finance the start of FIT Management. FIT Management financed the start of ARGYLL EQUITIES.

86. As a result of numerous civil judgments against FIT Management and/or MCCLAIN, SR., MCCLAIN, SR. did not publically own ARGYLL EQUITIES, but instead operated for the company as a consultant and secret owner.

87. ARGYLL EQUITIES had the appearance of a legitimate financial/stock lender, but operated more akin to a Ponzi scheme, as described in a lawsuit brought by Gerald W. Schlieff, Southern District of Texas, Houston Division, C.A. No. 08-cv-2128. The Gerald W. Schlieff lawsuit alleges that MICELI, MCCLAIN and others violated the Racketeer Influenced and Corrupt Organizations Act (“RICO”) and committed numerous racketeering activities. The Complaint filed by Gerald W. Schlieff is incorporated herein by reference.

88. ARGYLL EQUITIES was used to defraud several investors and/or companies, including but not limited to Gerad W. Schlieff, Siko Venture Limited, Louis D. Paolino, Jr., and Servicios Directivos Servia, S.A. de C.V. Each of these persons/entities brought civil lawsuits against ARGYLL EQUITIES.

89. Upon information and belief, numerous unsatisfied civil judgments exist against ARGYLL EQUITIES, FIT Management, and MCCLAIN, SR. for fraud, the Ponzi scheme described in the Gerald Schlieff Complaint, securities fraud and/or stock lending fraud.

90. Similar to MCCLAIN, SR.'s false and misleading promotion and sale of Nextpath Technologies stock, the DEFENDANTS are engaged in the false and misleading promotion of IMMUNOSYN stock, for financial gain, to the detriment of others.

91. The DEFENDANTS have been promoting IMMUNOSYN stock through various mediums so that they may sell their stock at a great profit.

92. Upon information and belief, the DEFENDANTS have sold IMMUNOSYN stock from April 2007 through the present totaling more than \$14,000,000.

93. The DEFENDANTS are also engaged in a scheme or enterprise to defraud MS sufferers in need by selling them a drug called SF-1019 at great cost and expense which is apparently nothing more than water or a form of saline solution.

94. The DEFENDANTS are also engaged in a scheme to sell SF-1019 for their own financial gain outside of the exclusive license held by the publically traded company they control, IMMUNOSYN.

95. The DEFENDANTS are distributing SF-1019 and IMMUNOSYN stock certificates interstate through the US mail or other carriers.

96. The DEFENDANTS are using email, websites and telephone communications to sell SF-1019 interstate.

97. MICELI, MCCLAIN, SR. and MCCLAIN, operate as an enterprise through various entities as described *supra* and through their association and agreement to make money.

98. MICELI, MCCLAIN, SR. and MCCLAIN have engaged in a pattern of racketeering activity, to the detriment of others, including CAMPBELL.

99. MICELI, MCCLAIN, SR. and MCCLAIN have engaged in monetary transactions (including but not limited to the creation of IMMUNOSYN and ARGYLL BIOTECH) with money derived from unlawful activities and/or racketeering activity in prior enterprises.

100. As a result of the unlawful conduct and RICO violations committed by MICELI, MCCLAIN, SR. and MCCLAIN, CAMPBELL has been damaged.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against MICELI, MCCLAIN, SR. and MCCLAIN for their violations of RICO, plus interest, costs and attorneys fees.

#### **COUNT IV – CONSPIRACY TO VIOLATE RICO**

101. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-100 as if fully stated herein.

102. RICO prohibits any person from conspiring to violate RICO.

103. MICELI, MCCLAIN, SR. and MCCLAIN had agreements and/or understandings with each other to engage in racketeering activities.

104. MICELI, MCCLAIN, SR. and MCCLAIN have committed racketeering activities.

105. CAMPBELL was harmed by the conspiracy to violate RICO and has suffered actually damages.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against MICELI, MCCLAIN, SR. and MCCLAIN for their violations of RICO, plus interest, costs and attorneys fees.

#### **COUNT V – CIVIL CONSPIRACY**

106. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-104 as if fully stated herein.

107. The Defendants entered into an agreement with each other to commit one or more unlawful acts, including fraud and fraudulent concealment, against CAMPBELL.

108. Through the Defendants' conspiracy, CAMPBELL was sold water/saline as SF-1019 and was sold IMMUNOSYN stock that has been falsely inflated in price by Defendants' misleading promotion and concealment of material facts.

109. CAMPBELL was harmed by the conspiracy and has suffered actually damages.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against the DEFENDANTS for their unlawful conduct, including said fraud, plus interest, costs and attorneys fees.

#### **COUNT VII – UNJUST ENRICHMENT**

110. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 109 as if fully stated herein.

111. DEFENDANTS have been unjustly enriched by the sale of water/saline as SF-1019 to CAMPBELL. DEFENDANTS misrepresented the nature of SF-1019.

112. Each DEFENDANT that received money as a result of the sale of SF-1019 to CAMPBELL has been unjustly enriched by the amount of money received and each DEFENDANT should be required to disgorge that amount.

113. DEFENDANTS have been unjustly enriched by the sale of IMMUNYSON stock to CAMPBELL to extent of the profit received from the sale of said stock and each DEFENDANT should be required to disgorge that amount.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial against the DEFENDANTS for unjust enrichment, plus interest, costs and attorneys fees.

### **COUNT VIII - EXEMPLARY DAMAGES**

114. Plaintiff hereby incorporate and restates herein the foregoing paragraphs 1-113 as if fully stated herein.

115. CAMPBELL seeks exemplary damages in connection with her claims of fraud in the largest amount allowable by law.

116. Further, DEFENDANTS' conduct was committed knowingly and intentionally and violates Section 32.46 of the Texas Penal Code, insofar as DEFENDANTS sold SF-1019 by deception.

WHEREFORE, CAMPBELL prays for damages in amount to be proven at trial, including direct, consequential and mental pain and suffering, against the DEFENDANTS in accordance with Section 32.46 of the Texas Penal Code, plus interest, costs and attorneys fees.

### **Class Action Averments**

117. The joinder of all members of the class of persons harmed by the aforementioned conduct is impractical.

118. The member class includes, potentially, all those individuals sold SF-1019 and all those individuals that purchased IMMUNOSYN stock. Given that there is over 270 million outstanding shares, the member class is likely large. See Exhibit A hereto re: other users of SF-1019.

119. The claims are typical among the class because: 1) the batch of SF-1019 that was water/saline would likely have been distributed to more than just CAMPBELL, 2) the profits derived and not reported from the sale of SF-1019 would equally affect all stockholders, 3) the violation of the exclusive sale rights to IMMUNYSON of SF-1019 would equally affect all the stockholders, 4) the same information concealed from CAMPBELL, that would have been material to her purchase of SF-1019 and IMMUNOSYN stock would have been equally important to other class members, and 5) the misrepresentations in IMMUNOSYN's SEC filings impacted all investors in IMMUNOSYN and users of SF-1019.

120. The representative parties will fairly and adequately protect the interests of the class.

121. The claims have questions of law and fact common to the class that predominate over any questions affecting only individual class members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

122. The prosecution of separate actions by individual member of the class would create a risk of inconsistent results and/or be dispositive of the interests of the other members not parties to the adjudications.

123. All of the stockholders affected by a violation of the exclusive sale rights of IMMUNYSON and/or profits not reported to IMMUNYSON from the sale of SF-1019 are important common issues to the class that predominate over any questions affecting only individual class members.

124. A class action is superior to other methods for the fair and efficient adjudication of the claims herein asserted. The likelihood of individual class members prosecuting separate individual actions is remote due to the relatively small monetary loss suffered by each potential class member as compared to the burden and expense of prosecuting litigation of this nature and magnitude. Further, the potential class members are in many cases person suffering from MS that are on public assistance or otherwise financially incapable of financing separate lawsuits. Absent a class action, DEFENDANTS are likely to avoid liability for their wrongdoing, and class members are unlikely to obtain redress for their wrongs alleged herein.

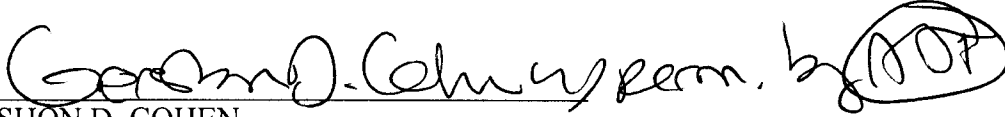
#### **Prayer for Class Certification and Relief**

WHEREFORE, the Plaintiff requests class certification pursuant to F.R.C.P. 23 and that judgment be entered in favor of the Plaintiff and the class as certified, and all such further relief granted as may be appropriate under the circumstances, including an award of costs and attorney fees.

**Jury Demand**

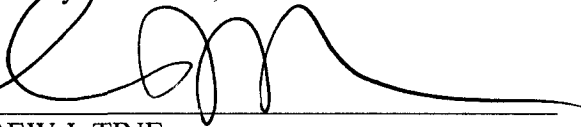
Plaintiff demands a trial by jury on all Counts so triable.

Prospective Pro Hac Vice Counsel,  
Respectfully submitted,

Handwritten signature of Gershon D. Cohen in black ink, written over a horizontal line. The signature is cursive and includes the name "Gershon D. Cohen" followed by "per. by" and a circled "AOT".

GERSHON D. COHEN  
TX State Bar No. 04508325  
1777 N.E. Loop 410, Suite 600  
San Antonio, Texas 78217  
(210) 826-7299 - Tel  
(210) 820-2609 - Fax  
Email: [gershon.cohen@gmail.com](mailto:gershon.cohen@gmail.com)

Prospective Pro Hac Vice Counsel,  
Respectfully submitted,

Handwritten signature of Andrew J. Tine in black ink, written over a horizontal line. The signature is cursive and consists of a large initial 'A' followed by 'tine'.

ANDREW J. TINE  
MA State Bar No. 633639  
251 Thames Street, 2<sup>nd</sup> Floor  
Bristol, RI 02809  
(401) 396-9002 – Tel.  
(401) 396-9479 – Fax  
Email: [atine@tinelaw.com](mailto:atine@tinelaw.com)