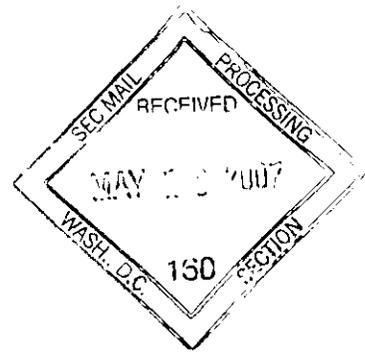


40-33

May 8, 2007

VIA FEDERAL EXPRESS

Securities and Exchange Commission  
100 F Street, NE  
Washington, DC 20549



**RE: Van Wagoner Funds, Inc.**  
**File No. 811-9116**

Dear Sir:

On behalf of Van Wagoner Funds, Inc. (the "Company"), enclosed for filing pursuant to Section 33 under the Investment Company Act of 1940, as amended (the "Act"), is the following document:

1. A copy of the Complaint filed against the Company in the Second Judicial District Court of the state of Nevada, in and for the County of Washoe.

Please contact me at (262) 787-4963 or Susan Freund at (415) 835-5020 if you have any questions.

Very truly yours,

Elyce Dilworth  
President, Van Wagoner Funds

encl.

cc: Richard Teigen, Esq.

MAY 16 2007  
THOMSON  
FINANCIAL



07053549

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
IN AND FOR THE COUNTY OF WASHOE

John Brignand

Plaintiff(s),

vs.

Case No. CV07-00430

Van Wagoner Funds, Inc.

Dept. No. B6

Defendant(s).

**SUMMONS**

**TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 20 DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.**

A civil complaint or petition has been filed by the plaintiff(s) against you for the relief as set forth in that document (see complaint or petition). When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b).

The object of this action is: Relief in the form of Damages

1. If you intend to defend this lawsuit, you must do the following within 20 days after service of this summons, exclusive of the day of service:

a. File with the Clerk of the Court, whose address is shown below, a formal written answer to the complaint or petition, along with the appropriate filing fees, in accordance with the rules of the Court, and;

b. Serve a copy of your answer upon the attorney or plaintiff(s) whose name and address is shown below.

2. Unless you respond, a default will be entered upon application of the plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the complaint or petition.

Dated this 10 day of April, 2007

Issued on behalf of Plaintiff(s):

RONALD A. LONGTIN, JR.  
CLERK OF THE COURT

Name: Kevin Mirch  
Address: 320 Flint Street Reno, NV 89501

By: V. Lloyd  
Deputy Clerk

Phone Number: 775-324-7444

Second Judicial District Court  
75 Court Street  
Reno, Nevada 89501



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SECOND JUDICIAL DISTRICT COURT  
COUNTY OF WASHOE, STATE OF NEVADA

AFFIRMATION  
Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, \_\_\_\_\_

Summons

(Title of Document)

filed in case number: CV07-00430

Document does not contain the social security number of any person

-OR-

Document contains the social security number of a person as required by:

A specific state or federal law, to wit:

\_\_\_\_\_  
(State specific state or federal law)

-OR-

For the administration of a public program

-OR-

For an application for a federal or state grant

-OR-

Confidential Family Court Information Sheet  
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: \_\_\_\_\_

Kevin Murch

(Signature)

Kevin Murch

(Print Name)

Bryan D.

(Attorney for)

1 \$1090  
2 LAW OFFICE OF MIRCH & MIRCH  
3 KEVIN J. MIRCH, ESQ.  
4 St. Bar No. 923  
5 MARIE C. MIRCH, ESQ.  
6 St. Bar No. 6747  
7 320 Flint St.  
8 Reno, Nevada 89501  
9 Attorneys for Plaintiffs  
10 (775) 324-7444

FILED  
07 APR 10 PM 4:22  
RONALD A. LONGTHL JR.  
BY Y. Lloyd  
DEPUTY

7 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR THE COUNTY OF WASHOE

10 JOHN BRIGNAND,

11 Plaintiff,

12 v.

13 VAN WAGONER FUNDS, INC.,  
14 A Maryland Corporation doing  
15 business in Nevada

16 Defendant.

CASE NO. CV07-00430

DEPT. NO. B6

16 AMENDED COMPLAINT FOR DAMAGES

17 COMES NOW, Plaintiff, JOHN BRIGNAND, by and through his counsel of  
18 record, MIRCH & MIRCH, KEVIN J. MIRCH, ESQ., alleges, avers and complains as follows:

19 JURISDICTION

20 1. Plaintiff, John Brignand, at all times relevant hereto was a resident of Washoe  
21 County, State of Nevada.

22 2. Defendant, Van Wagoner Fund, is a Maryland Corporation doing business in  
23 Washoe County, State of Nevada.

24 ALLEGATIONS

25 3. On or about July 1999, Plaintiff purchased a Van Wagoner fund after being  
26 recommended by Doyle Brown.

1 4. Doyle Brown worked for Sun America.

2 5. When Mr. Brown recommended that Plaintiff purchase the Van Wagoner fund Mr. Brown  
3 made the following statements:

4 6 That the Van Wagoner fund had performance of 150% for the previous year.

5 7. Plaintiff was provided documents generated by Van Wagoner showing it had earned 150%  
6 over the year.

7 8. Plaintiff was told it was a technology fund.

8 9. Plaintiff was not told that the technology sector was at risk to burst (i.e., bubble).

9 10. In the spring of 2000 when technology was going down, Plaintiff switched from the  
10 technology fund to the Van Wagoner Cash fund.

11 11. After switching to the cash fund, Plaintiff was advised by Doyle Brown that Plaintiff  
12 should return the investment funds back to the Van Wagner Technology Fund.

13 12. Summer of 2000, Plaintiff returned the funds from the Van Wagoner Cash fund to  
14 back to the Van Wagoner Tecnology fund.

15 13. At the time that Plaintiff was returning those funds from the Van Wagoner Cash fund  
16 to the Van Wagon Technology Fund.

17 14. Plaintiff's initial investment was \$209,000.00.

18 15. Plaintiff's initial investment climbed to approximately \$400,000.00. During that ascent,  
19 Plaintiff took \$19,000.00 out to pay off the mortgage balance due on the property.

20 16. During 2000, the market started to crash.

21 17. As the stock was declining, Van Wagoner fails to disclose defects in the Van Wagoner  
22 Technological fund. Instead of transferring the remaining funds to the Van Wagoner Cash fund,  
23 Plaintiff relied upon false information.

24 18. On or about July, 2003, Plaintiff received notice that Van Wagoner was closing the  
25 Technology fund.

26 19 Shortly thereafter, that fund was closed.

1 20. Plaintiff was given a number of options for the funds that remained in the Technology  
2 Fund.

3 21. Plaintiff cashed out of the fund receiving \$24,700.

4 22. Plaintiff would not have purchased the fund had Plaintiff known the true risk associated  
5 with the Van Wagoner fund, including, but not limited to a true history of Mr. Van Wagoner's funds.

6 23. Plaintiff sued Doyle Brown and settled for other investments, not knowing that Van  
7 Wagoner had misrepresented the correct history of his funds.

8 24. In his history Van Wagoner did not disclose a history of losing substantial amount of  
9 investor funds in the early 1990's.

10 25. Plaintiff did not know that Sun America had not approved the sale of Van Wagoner.  
11 None the less, Brown recommended and caused the transfers with Van Wagoner to occur.

12 26. Not until March of 2005, did the Plaintiff learn that a class action had been filed against  
13 Van Wagoner asserting improper conduct, including, but not limited to the mismanagement of  
14 investor funds for Van Wagoner's personal use.

15 27. Plaintiff did not join the class action, but instead brought this action seeking damages  
16 in excess of \$400,000.00 (i.e., the amounts projected).

17  
18 **FIRST CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**

19 28. Plaintiff incorporates by reference all the previous contracts as if more fully set forth  
20 herein.

21 29. During July of 1999, Plaintiff entered into a contract to purchase the Van Wagoner  
22 funds.

23 30. The contract was evidenced by a prospectus.

24 31. The prospectus contained false information regarding the financial success of the fund  
25 over a certain period of time. The prospectus disclosed inflated returns generated by creative  
26 accounting.

1 32. Plaintiff was not informed of the false accounting and other incorrect aspects of the  
2 prospectus until 2004. Up until that time, Plaintiff's broker had intentionally lied about the false  
3 statements contained in the prospectus.

4 33. Plaintiff lost \$209,000.00 as a result of his investment in Van Wagoner.

5 34. The breaches consisted of misrepresentations and misuse of investors' money in  
6 personal matters.

7 35. The breach was material.

8 36. As a proximate cause of the breach of contract Plaintiff has lost in excess of  
9 \$209,000.00, the exact amount of which will be determined at the time of trial.

10 37. Plaintiff has been required to retain an attorney to prosecute this action and as a  
11 consequence is entitled to the costs and fees associated thereto.

12  
13 **SECOND CLAIM FOR RELIEF**  
**BREACH OF CONTRACT**

14 38. Plaintiff incorporates by reference all the previous contracts as if more fully set forth  
15 herein.

16 39. During July of 1999, Plaintiff entered into a contract to purchase the Van Wagoner  
17 funds.

18 40. In every contract there is a duty to act in good faith

19 41. In every securities transaction there is a fiduciary duty owed to the investor

20 42. The contract was evidenced by a prospectus.

21 43. The prospectus contained false information regarding the financial success of the fund  
22 over a certain period of time. The prospectus disclosed inflated returns generated by creative  
23 accounting.

24 44. Plaintiff was not informed of the false accounting and other incorrect aspects of the  
25 prospectus until 2004. Up until that time, Plaintiff's broker had intentionally lied about the false  
26 statements contained in the prospectus. Those facts were concealed until February 2007.

1 45. Plaintiff lost \$209,000.00 as a result of his investment in Van Wagoner.

2 46. The breach of the covenant of good faith and fair dealing consisted of  
3 misrepresentations and misuse of investors' money in personal matters.

4 47. The breach of the covenant of good faith and fair dealing was material.

5 48. As a proximate cause of the breach of the covenant of good faith and fair dealing  
6 Plaintiff has lost in excess of \$209,000.00, the exact amount of which will be determined at the time  
7 of trial.

8 49. Plaintiff has been required to retain an attorney to prosecute this action and as a  
9 consequence is entitled to the costs and fees associated thereto.

10 WHEREFORE, Plaintiff pray for relief as set forth below.

11 **THIRD CLAIM FOR RELIEF**  
12 **FRAUD**

13 50. Plaintiff incorporates by reference all the previous contracts as if more fully set forth  
14 herein.

15 51. During July of 1999, Plaintiff entered into a contract to purchase the Van Wagoner  
16 funds.

17 52. In every contract there are representations made to induce individuals to invest.

18 53. In this case false statements were made Doyle Brown misrepresented rates of return as  
19 being much higher than those that had been earned in other Van Wagoner funds. Doyle Brown also  
20 misrepresented that the prospectus submitted by Van Wagoner was correct even though it contained  
21 a number of false statements.

22 54. Was an agent of Van Wagoner.

23 55. In every securities transaction there is a fiduciary duty owed to the investor

24 56. The contract was evidenced by false statements used to induce investment and a false  
25 prospectus, and misuse of investor funds.

26 57. The prospectus contained false information regarding the financial success of the fund  
27

1 over a certain period of time. The prospectus disclosed inflated returns generated by creative  
2 accounting.

3 58. Plaintiff was not informed of the false accounting and other incorrect aspects of the  
4 prospectus until 2004. Up until that time, Plaintiff's broker had intentionally lied about the false  
5 statements contained in the prospectus. Those facts were concealed until February 2007.

6 59. Plaintiff lost at least \$209,000.00 as a result of his investment in Van Wagoner.

7 60. As a result of the fraud Plaintiff has sustained damages the exact amount of which will  
8 be determined at the time of trial.

9 61. The fraud was material material, relied upon by the Plaintiff who would not have  
10 invested in Van Wagoner had he known about the same.

11 62. As a proximate cause of the fraud Plaintiff has lost in excess of \$209,000.00, the exact  
12 amount of which will be determined at the time of trial.

13 63. Plaintiff has been required to retain an attorney to prosecute this action and as a  
14 consequence is entitled to the costs and fees associated thereto.

15 64. Defendants acted with reckless disregard for the Plaintiff and his life's earnings, as a  
16 result Plaintiff is entitled to punitive damages.

17 WHEREFORE, Plaintiff pray for relief as set forth below.

18 **FOURTH CLAIM FOR RELIEF**  
19 **SECURITIES FRAUD**

20 65. Plaintiff incorporates by reference all the previous contracts as if more fully set forth  
21 herein.

22 66. During July of 1999, Plaintiff entered into a contract to purchase the Van Wagoner  
23 technology funds.

24 67. In every contract there are representations made to induce individuals to invest.

25 68. In this case false statements were made by Doyle Brown, an agent of Van Wagoner,  
26 who misrepresented rates of return as being much higher than those that had been earned in other  
27

1 result Plaintiff is entitled to punitive damages.

2 WHEREFORE, Plaintiff prays for relief as set forth below.

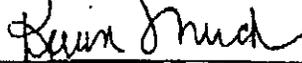
3 **PRAYER FOR RELIEF**

4 Plaintiff prays for relief as is set forth below:

- 5 1. Damages in excess of \$10,000.00
- 6 2. Consequential damages in an amount to be determined at the time of trial.
- 7 3. Attorney fees and costs.
- 8 4. Punitive damages.
- 9 5. For such other and further relief as the trier of fact determines is reasonable under the
- 10 circumstances.

11 Dated this 6<sup>th</sup> day of March, 2007.

13 MIRCH & MIRCH

14 

15 KEVIN J. MIRCH, ESQ.

16 SBN: 000923

17 320 Flint Street

18 Reno, NV 89501

19 Tele: (775) 324-7444

20 Attorney for Plaintiff

21 JOHN BRIGNAND

**AFFIRMATION**  
**Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document, **AMENDED COMPLAINT FOR DAMAGES** filed in Case Number, CV07-00430 , does not contain the social security number of any person.

DATED this 10 day of March, 2007.

LAW OFFICE OF MIRCH & MIRCH

By: Barbara Forni  
Barbara Forni  
Legal Assistant