Division of Securities
Utah Department of Commerce
160 East 300 South, 2nd Floor
Box 146760
Salt Lake City, UT 84114-6760
Telephone: (801) 530-6600
FAX: (801) 530-6980

BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	MOTION FOR ENTRY OF DEFAULT JUDGMENT
SNEED FINANCIAL SERVICE, LLC; CLIFTON CURTIS SNEED JR.; **UNLIMITED CASH, INC.;** **WAYNE DOUGLAS FLESHER;** **DOUGLAS NETWORK ENTERPRISES;** **and** **NANCY CAROL KHALIAL;** Respondents.	Docket No. SD-06-0015 Docket No. SD-06-0016 **Docket No. SD-06-0017** **Docket No. SD-06-0018** **Docket No. SD-06-0019** **Docket No. SD-06-0020**

The Utah Division of Securities (Division) hereby moves for a default judgment against Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial, based on the following:

1. On April 3, 2006, the Division commenced a formal adjudicative proceeding by issuing an Order to Show Cause (OSC) and Notice of Agency Action (Notice) to Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, Nancy Carol Khalial,

Sneed Financial Service, LLC, and Clifton Curtis Sneed Jr. On April 3, 2007, the Division and Sneed Financial Service, LLC, and Clifton Curtis Sneed Jr. entered into a Stipulation and Consent Order, concluding the administrative action against those Respondents.

2. On April 3, 2006, the Division mailed, by certified mail, an OSC to Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, Nancy Carol Khalial (collectively the Defaulting Respondents) along with a Notice, advising that a default order would be entered if they failed to file a written response to the OSC within thirty (30) days of the mailing date of the Notice.

3. On April 20, 2006, the Division received notice from the United States Postal Service (USPS) that the OSC and Notice had been delivered to Unlimited Cash, Inc. and signed for by Wayne Douglas Flesher (Flesher).

4. On April 20, 2006, the Division received notice from USPS that the OSC and Notice had been delivered to Douglas Network Enterprises.

5. On May 1, 2006, the Division received notice from USPS that the OSC and Notice sent to Nancy Carol Khalial (Khalial) was not claimed after leaving two notices.

6. On May 4, 2006, the Division received notice from USPS that the OSC and Notice sent to Flesher was not claimed after leaving two notices.

7. At the May 15, 2006 administrative hearing, the Defaulting Respondents were not present, and none had filed a response to the April 3, 2006 OSC. The Division noted on

the record that it had been contacted by a California attorney, Richard Watts, who said he represented the Defaulting Respondents, and wanted to work out a settlement. The presiding officer stated that he would allow the Division time to negotiate a settlement with the Defaulting Respondents, but if the Division requested, he would sign a Default Order against the Defaulting Respondents for failing to file responses and failing to appear at the hearing.

8. After some efforts at negotiating a settlement, including the drafting of a Stipulation and Consent Order that was mailed to Defaulting Respondents' counsel, Richard Watts, communication between the parties came to a stand-still.

9. In August 2007, the Division's attorney, Jeff Buckner, contacted Richard Watts by telephone to inquire about continuing efforts to settle with the Defaulting Respondents. Mr. Watts informed Mr. Buckner that he no longer represented the Defaulting Respondents.

10. As of the date of this motion, the Division has not received a response from the Defaulting Respondents.

WHEREFORE, the Division requests that the presiding officer find the Defaulting Respondents in default pursuant to Utah Code Ann. § 63-46b-11(1)(c) and requests that the presiding officer enter a default order for the Division as follows:

1. That Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial be adjudged and decreed to have engaged in the acts alleged in the April 3, 2006, OSC, in violation of the Utah Uniform Securities Act;

2. That Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial be ordered to permanently cease and desist from any violations of the Act;

3. That Unlimited Cash, Inc. be ordered to pay a fine of fifty thousand dollars ($50,000) to the Division;

4. That Wayne Douglas Flesher be ordered to pay a fine of fifty thousand dollars ($50,000) to the Division;

5. That Douglas Network Enterprises be ordered to pay a fine of twenty five thousand dollars ($25,000) to the Division; and

6. That Nancy Carol Khalial be ordered to pay a fine of twenty five thousand dollars ($25,000) to the Division.

DATED this 11 day of October, 2007.

MARK L. SHURTLEFF
UTAH ATTORNEY GENERAL

JEFF BUCKNER
Assistant Attorney General

Division of Securities
Utah Department of Commerce
160 East 300 South, 2nd Floor
Box 146760
Salt Lake City, UT 84114-6760
Telephone: (801) 530-6600
FAX: (801) 530-6980

BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	AFFIDAVIT OF SERVICE AND NON-RESPONSE
SNEED FINANCIAL SERVICE, LLC; CLIFTON CURTIS SNEED JR.; **UNLIMITED CASH, INC.;** **WAYNE DOUGLAS FLESHER;** **DOUGLAS NETWORK ENTERPRISES; and** **NANCY CAROL KHALIAL;** Respondents.	Docket No. SD-06-0015 Docket No. SD-06-0016 **Docket No. SD-06-0017** **Docket No. SD-06-0018** **Docket No. SD-06-0019** **Docket No. SD-06-0020**

I, Pam Radzinski, first being duly sworn, depose and state as follows:

1. I am the Executive Secretary for the Department of Commerce Division of Securities (the Division).

2. As executive secretary for the Division, I am responsible for supervising the mailing of the Division's Orders to Show Cause and for receiving any responses filed by respondents.

3. On April 3, 2007, the Division mailed, by certified mail, an Order to Show Cause (OSC) to Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial, along with a Notice of Agency Action (Notice), advising that a default order would be entered if they failed to file a written response to the OSC within thirty (30) days of the mailing date of the Notice.

4. On April 20, 2006, the Division received notice from the United States Postal Service (USPS) that the OSC and Notice had been delivered to Unlimited Cash, Inc. and signed for by Wayne Douglas Flesher (Flesher).

5. On April 20, 2006, the Division received notice from USPS that the OSC and Notice had been delivered to Douglas Network Enterprises.

6. On May 1, 2006, the Division received notice from USPS that the OSC and Notice sent to Nancy Carol Khalial (Khalial) was unclaimed after leaving two notices.

7. On May 4, 2006, the Division received notice from USPS that the OSC and Notice sent to Flesher was unclaimed after leaving two notices.

8. On May 15, 2006, the Division received some communication from an attorney representing Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial in connection with the administrative action, indicating that they had received the OSC and Notice.

9. As of the date of this Affidavit, the Division has not received a response from Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, or Nancy Carol Khalial.

DATED this 15TH day of October, 2007.

PAM RADZINSKI
Executive Secretary

SALT LAKE COUNTY)
) ss
STATE OF UTAH)

Signed and subscribed to before me this 15th day of October, 2007.

Notary Public

NOTARY PUBLIC
SUSAN M. JONES
160 East 300 South 2nd Floor
Salt Lake City, Utah 84111
COMMISSION EXPIRES
March 12, 2010
STATE OF UTAH

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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	NOTICE OF ENTRY OF DEFAULT AND ORDER
SNEED FINANCIAL SERVICE, LLC; CLIFTON CURTIS SNEED JR.; **UNLIMITED CASH, INC.;** **WAYNE DOUGLAS FLESHER;** **DOUGLAS NETWORK ENTERPRISES; and** **NANCY CAROL KHALIAL;** Respondents.	Docket No. SD-06-0015 Docket No. SD-06-0016 **Docket No. SD-06-0017** **Docket No. SD-06-0018** **Docket No. SD-06-0019** **Docket No. SD-06-0020**

I. BACKGROUND

A formal adjudicative proceeding was initiated by the Division's Order to Show Cause and Notice of Agency Action dated April 3, 2006, against Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, Nancy Carol Khalial, Sneed Financial Service, LLC, and Clifton Curtis Sneed Jr. The Division's administrative actions against Sneed Financial Service, LLC, and Clifton Curtis Sneed Jr. concluded with the entry of a Stipulation and Consent Order

on April 3, 2007. The Division has moved for entry of a default judgment against Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial.

II. FINDINGS OF FACT

1. On April 3, 2006, the Division mailed, by certified mail, an OSC to Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial (collectively the Defaulting Respondents), along with a Notice, advising that a default order would be entered if they failed to file a written response to the OSC within thirty (30) days of the mailing date of the Notice.
2. On April 20, 2006, the Division received notice from the United States Postal Service (USPS) that the OSC and Notice had been delivered to Unlimited Cash, Inc. and signed for by Wayne Douglas Flesher (Flesher).
3. On April 20, 2006, the Division received notice from USPS that the OSC and Notice had been delivered to Douglas Network Enterprises.
4. On May 1, 2006, the Division received notice from USPS that the OSC and Notice sent to Nancy Carol Khalial (Khalial) was not claimed after leaving two notices.
5. On May 4, 2006, the Division received notice from USPS that the OSC and Notice sent to Flesher was not claimed after leaving two notices.
6. At the May 15, 2006 administrative hearing, the Defaulting Respondents were not present, and none had filed a response to the April 3, 2006 OSC. The Division noted on the record that it had been contacted by a California attorney, Richard Watts, who said he

represented the Defaulting Respondents, and wanted to work out a settlement. The presiding officer stated that he would allow the Division time to negotiate a settlement with the Defaulting Respondents, but if the Division requested, he would sign a Default Order against the Defaulting Respondents for failing to file responses and failing to appear at the hearing.

7. After some efforts at negotiating a settlement, including the drafting of a Stipulation and Consent Order that was mailed to Defaulting Respondents' counsel, Richard Watts, communication between the parties came to a stand-still.

8. In August 2007, the Division's attorney, Jeff Buckner, contacted Richard Watts by telephone to inquire about continuing efforts to settle with the Defaulting Respondents. Mr. Watts informed Mr. Buckner that he no longer represented the Defaulting Respondents.

9. The Division has yet to receive a response from the Defaulting Respondents.

10. Unlimited Cash, Inc. (Unlimited Cash) was registered as a California corporation on February 10, 1997, and its current corporate status is "active." Unlimited Cash's business address is 130 Lombard Street, Oxnard, California, and Wayne Flesher is its president.

11. Wayne Douglas Flesher resides in Ventura County, California.

12. Douglas Network Enterprises (DNE) was registered as a California corporation on July 26, 2000, and its current corporate status is "active." DNE's business address is 130

Lombard Street, Oxnard, California, which is the address for Unlimited Cash. Khalial is the president of DNE.

13. Nancy Carols Khalial resides in Ventura County, California.

14. Sneed Financial Service, LLC (Sneed Financial) was registered as a Texas limited liability company on April 14, 2004, but it is currently "not in good standing." Sneed Financial's business address was 701 Brazos Street, Suite 1050, Austin, Texas, and its sole member was Clifton Curtis Sneed Jr.

15. Clifton Curtis Sneed Jr. (Sneed) resides in Dallas County, Texas.

16. From December 2003 to December 2004, the Defaulting Respondents, directly or indirectly, caused at least three Utah residents to invest a total of $92,000 in an advertising investment program involving a device called an "Ad Topper".

17. Unlimited Cash and its agents sold Ad Toppers, which were purported to be 15" video monitors used to run commercial advertisements in high-traffic locations. Nationwide, Unlimited Cash raised at least $14 million from approximately 350 investors.

18. DNE contracted with the individual investors and was responsible for selling advertisement space, which was the primary source of repayment to investors.

19. Sneed was an agent for Unlimited Cash and received a commission for selling the Ad Toppers.

20. Sneed told investors their investment funds would be used to purchase Ad Toppers.

21. Sneed told investors the investment generated money from the sale of advertising space and that all investors had to do was provide funds and the investment would be operated and managed by others.

22. Each investor signed the following documents (the Contracts) prior to investing in Ad Toppers: (1) a Purchasing Contract with Unlimited Cash, (2) a form that acknowledged Sneed's responsibilities as a representative of Unlimited Cash, and (3) an Ad Topper Operation and Maintenance Agreement between the investor and DNE.

23. The Operation and Maintenance Agreement provided that DNE would secure locations for the Ad Toppers, install the Ad Toppers, and perform all necessary maintenance. DNE was also responsible for selling and placing the ads.

(Investor G. L.)

24. Utah resident, G. L., who is in excess of 80 years old and blind, first heard about Sneed Financial and Sneed from his son-in-law, R. R., who invested in Ad Toppers while living in Texas.

25. R. R. told Sneed about G. L. and gave him G. L.'s contact information.

26. G. L. received a telephone call from Sneed in December 2003, in which Sneed explained the investment in Ad Toppers. Sneed told G. L. the investment in Ad Toppers would produce a return of 16% annually; the Ad Topper machines were depreciable and could be a tax write off; it was a very solid investment; and there was no risk because the investment was 100% secured.

27. Sneed told G. L. the investment was for three years, and at the end of the third year G. L. could continue receiving monthly interest payments, or Sneed himself would buy the Ad Topper from G. L.

28. Sneed also told G. L. that he had invested the maximum amount in Ad Toppers, and therefore had to use his father's name to invest more money.

29. On January 8, 2004, G. L. invested in Ad Toppers by mailing to Sneed Financial a $32,000 cashier's check, made out to Lawyers Title Company, the escrow company. At the same time, G. L. also mailed the signed Contracts to Sneed Financial. Sneed instructed G. L. to date the Contracts as though G. L. had signed them in 2003, for "tax purposes".

30. From April 2004 to November 2005, G. L. received a total of $8,640 in interest payments from Sneed Financial. Since November 2005, G. L. has received no return of principal or interest from Respondents.

(Investor S. R.)

31. Utah resident, S. R. first heard about Sneed Financial and Sneed from his father, R. R., who invested in Ad Toppers while living in Texas.

32. R. R. told Sneed about S. R. and gave him S. R.'s contact information.

33. In July 2004, Sneed called S. R. to discuss an investment opportunity in Ad Toppers. Sneed told S. R. the investment carried no risk; the investment guaranteed an annual return of 16% which would be paid monthly; there was a minimum required investment

of $20,000; all S. R. had to do was put up the money and everything else would be taken care of; the investment was for three years and then S. R. could sell his Ad Toppers to new investors; and that Sneed himself had invested $200,000.

34. Soon after S. R.'s first phone conversation with Sneed, S. R. received a newsletter in the mail from Sneed Financial telling him how to receive tax savings of up to $100,000 using a special IRS rule, and at the same time receive a 16.2% annual return on investment dollars, "with no stock market risk", by investing in Ad Toppers.

35. Shortly after S. R. received the above mentioned newsletter, Sneed called S. R. and told him if S. R. did not invest in Ad Toppers soon, S. R. would have to pay a higher tax rate on his income from the investment due to tax changes implemented by the Securities and Exchange Commission (SEC).

36. On December 7, 2004, S. R. invested in Ad Toppers by mailing to Sneed Financial a $40,000 cashier's check, made out to Lawyers Title Company, the escrow company. At the same time, S. R. mailed the signed Contracts to Sneed Financial. S. R. said Sneed told him not to date the Contracts. When S. R. saw the fully executed Operation and Management Agreement with DNE, he noticed someone had written in the date as February 2005.

37. From March to July of 2005, S. R. received a total of $1,620 in interest payments from Sneed Financial. Since July 2005, S. R. has received no return of principal or interest from Respondents.

(Investor J. K.)

38. Utah resident, J. K., first heard about an investment opportunity in Ad Toppers from investor S. R.

39. In December 2004, J. K. called Sneed to inquire about the investment in Ad Toppers. Sneed told J. K. there was a guaranteed return of 16%; the term of the investment was three years; and when the note matured J. K. could liquidate all of his Ad Toppers if he so desired.

40. Sneed told J. K. he had to invest before the end of 2004 because the SEC was going to change the tax laws, and J. K. would have to pay a higher tax rate on his investment returns after the end of 2004. Sneed told J. K. the minimum investment was $20,000.

41. On December 30, 2004, J. K. invested in Ad Toppers by mailing to Sneed Financial a $20,000 cashier's check, made out to Lawyers Title Company, the escrow company. At the same time, J. K. mailed the signed Contracts to Sneed Financial. Sneed told J. K. not to date the Contracts. When J. K. saw the fully executed Operation and Management Agreement with DNE, he noticed someone had written in the date as February 2005.

42. J. K. received two interest checks from Sneed Financial in the amount of $270 each, in March and April 2005. Since April 2005, J. K. has received no return of principal or interest on his investment.

Misrepresentations and Omissions

43. In connection with the offer and sale of securities in Utah, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial, directly or indirectly, made false statements, including, but not limited to, the following:

a. That Sneed had invested $200,000 of his own money and $100,000 of his father's money in Ad Toppers, or that he had invested the maximum amount possible and had to start investing in his father's name, when, in fact, Sneed admitted that he did not invest any of his own money in Ad Toppers;

b. That there was no risk involved with an investment in Ad Toppers, the investment had a guaranteed return of 16%, or that the investment was 100% secured, when, in fact, the investment involved many risks and Respondents had no reasonable basis on which to make such representations;

c. That investors could liquidate their investment in three years, when, in fact, Respondents had no reasonable basis on which to make these representations; and

d. That investors needed to invest quickly because the SEC was going to change tax laws to the detriment of investors, when, in fact, the SEC made no such change to tax laws and is without the ability to change tax laws.

44. In connection with the offer and sale of securities in Utah, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial, directly or indirectly, failed to disclose material information, including, but not limited to, the following, which was necessary in order to make representations made not misleading:

a. That Sneed was receiving a commission of 23% from Unlimited Cash for the sale of Ad Toppers;

b. That Unlimited Cash had filed for bankruptcy on July 15, 2003;

c. That in several instances, the same Ad Topper device was sold to multiple investors;

d. That records indicated single Ad Topper devices had been installed simultaneously at multiple locations, when it appears that many of the locations where Unlimited Cash claimed to have had Ad Topper devices installed, have never been contacted by Unlimited Cash or DNE, and have never heard of Unlimited Cash, DNE, or Ad Toppers;

e. That almost all of new investor money was used to pay agent commissions and to pay prior investors, rather than to buy Ad Topper devices;

f. That investors would not receive a payment from their investment unless revenue was generated by advertisers;

g. That Sneed was served with a subpoena by the SEC in September 2004, in order to question him regarding the advertising investment program;

h. A prospectus or any written disclosure information about Unlimited Cash, DNE, and Sneed Financial;

i. Information regarding the business and operating history of Unlimited Cash, DNE, and Sneed Financial;

j. The identities of principals in Unlimited Cash, DNE, and Sneed Financial, along with their experience in the advertising and investment businesses;

k. Financial statements for Unlimited Cash, DNE, and Sneed Financial;

l. Information about the market for Ad Toppers;

m. The track record of Unlimited Cash, DNE, and Sneed Financial for prior investors;

n. Whether Unlimited Cash, DNE, and Sneed Financial, or any of its associated officers or directors had been involved in certain legal proceedings, such as bankruptcies or prior violation of state or federal securities laws;

o. Any conflicts of interest that Unlimited Cash, DNE, Sneed Financial, or any associated officers or directors, may have with regard to the investment;

p. The actual amount of commissions received by those offering and selling an investment in Ad Toppers;

q. That the investment opportunity was a security that was not registered with the Utah Division of Securities; and

r. That Sneed was acting as an unlicensed agent in violation of Utah securities laws.

45. Based upon the foregoing, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated § 61-1-1 of the Act.

Registration Violations

46. The investment opportunity offered and sold by the Defaulting Respondents are securities under § 61-1-13 of the Act.

47. The securities were offered and sold in or from this state.

48. The securities offered and sold by the Defaulting Respondents were not registered under the Act, and the Defaulting Respondents did not file any claim of exemption relating to the securities.

49. Based on the above information, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated § 61-1-7 of the Act.

Licensing Violations

50. Clifton Curtis Sneed Jr. was employed or engaged by Unlimited Cash, Inc. to offered or sell its securities in or from Utah.

51. Clifton Curtis Sneed Jr. has never been licensed to sell securities in Utah as an agent of Unlimited Cash, Inc. or any other issuer.

52. Based on the above information, Unlimited Cash, Inc. violated § 61-1-3(2) of the Act.

III. CONCLUSIONS OF LAW

53. The service of the OSC and the Notice initiating these proceedings is valid upon the Defaulting Respondents.

54. Because the Defaulting Respondents failed to file a written response to the April 3, 2006 OSC, and because they failed to appear at the May 15th, 2006 initial hearing, they are in default.

55. In connection with the offer and sale of securities, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial misrepresented material facts to investors.

56. By this conduct, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated § 61-1-1(2) of the Act.

57. In connection with the offer and sale of securities, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial failed to disclose material information to investors which was necessary to make the statements made not misleading.

58. By this conduct, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated § 61-1-1(2) of the Act.

59. The securities offered and sold by Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial were not registered under the Act, and Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial did not file any claim of exemption relating to the securities.

60. By this conduct, Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated § 61-1-7 of the Act.

61. Unlimited Cash, Inc. employed or engaged an unlicensed agent, Clifton Curtis Sneed Jr., to offer and sell its securities in Utah.

62. By this conduct, Unlimited Cash, Inc. violated § 61-1-3(2) of the Act.

IV. ORDER

Based on the above, the Director hereby:

1. Declares Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial in default for failing to file a written response to the April 3, 2006 OSC and for failing to appear at the May 15th, 2006 hearing.
2. Enters, as its own findings, the Finding of Fact described in Section II above.
3. Enters, as its own conclusions, the Conclusions of Law described in Section III above.
4. Finds that Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated the Utah Uniform Securities Act by misrepresenting material facts in connection with the offer of a security in or from Utah in violation of § 61-1-1(2).
5. Finds that Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated the Utah Uniform Securities Act by failing to disclose material information in connection with the offer of a security in or from Utah in violation of § 61-1-1(2).
6. Finds that Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial violated the Utah Uniform Securities Act by failing to register the securities for sale prior to offering them for sale in or from Utah in violation of § 61-1-7.
7. Finds that Unlimited Cash, Inc. violated the Utah Uniform Securities Act by employing or engaging unlicensed agent, Clifton Curtis Sneed Jr., to offer and sell its securities in Utah in violation of § 61-1-3(2).

8. Orders Unlimited Cash, Inc., Wayne Douglas Flesher, Douglas Network Enterprises, and Nancy Carol Khalial to permanently CEASE and DESIST from any violations of the Act.

9. Orders Unlimited Cash, Inc. to pay a fine of fifty thousand dollars ($50,000) to the Division, by December 31, 2007.

10. Orders Wayne Douglas Flesher to pay a fine of fifty thousand dollars ($50,000) to the Division, by December 31, 2007.

11. Orders Douglas Network Enterprises to pay a fine of twenty five thousand dollars ($25,000) to the Division, by December 31, 2007.

12. Orders Nancy Carol Khalial to pay a fine of twenty five thousand dollars ($25,000) to the Division, by December 31, 2007.

DATED this 15TH day of October, 2007.

WAYNE KLEIN
Director, Division of Securities

Pursuant to § 63-46b-11(3), Respondent may seek to set aside the Default Order entered in this proceeding by filing such a request with the Division consistent with the procedures outlined in the Utah Rules of Civil Procedure.

Certificate of Mailing

I certify that on the 15TH day of October, 2007, I mailed, by certified mail, a true and correct copy of the Notice of Entry of Default and Order to:

Unlimited Cash, Inc. and Douglas Network Enterprises
C/O Wayne Douglas Flesher
130 Lombard Street
Oxnard, CA 93030

Certified Mail # 7005 1820 0003 7190 6335

Pamela Radzinski
Executive Secretary