Division of Securities
Utah Department of Commerce
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Salt Lake City, UT 84114-6760
Telephone: (801) 530-6600
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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF: **NUTRATEK, LLC;** **JOHNNY ANTHONY SANCHEZ;** **Respondents.**	**ORDER TO SHOW CAUSE** **Docket No.** SD-07-0028 **Docket No.** SD-07-0029

It appears to the Director of the Utah Division of Securities (Director) that Nutratek, LLC, and Johnny Anthony Sanchez (Respondents) may have engaged in acts and practices that violate the Utah Uniform Securities Act, Utah Code Ann. § 61-1-1, et seq. (the Act). Those acts are more fully described herein. Based upon information discovered in the course of the Utah Division of Securities' (Division) investigation of this matter, the Director issues this Order to Show Cause in accordance with the provisions of § 61-1-20(1) of the Act.

STATEMENT OF JURISDICTION

1. Jurisdiction over the Respondents and the subject matter is appropriate because the Division alleges that Respondents violated §§ 61-1-1 (Securities Fraud, Fraudulent Practices), and 61-1-3 (Sale by Unlicensed Agent) of the Act, while engaged in the offer

sale of securities in or from Utah.

STATEMENT OF FACTS

THE RESPONDENTS

2. Nutratek, LLC (Nutratek) was registered as a Utah limited liability company on March 3, 2003, but its corporate status expired on July 1, 2004. Johnny Anthony Sanchez (Sanchez) and his wife, Virginia Sanchez (Virginia), were the only two members of Nutratek.

3. Johnny Anthony Sanchez resides in Salt Lake County, Utah.

GENERAL ALLEGATIONS

4. Between December 2002 and February 2004, Sanchez solicited investments totaling $145,000 from four people.

5. Sanchez told investors their money would be used to turn Nutratek into a public company, expand the company, develop medical equipment, or that their money would be used to cover Nutratek's business expenses.

6. In return for their investments, Sanchez gave all investors promissory notes. Some notes matured in a matter of months and carried monthly interest of 5% or 7%, others matured in one year, and carried annual interest of either 14% or 18%.

7. These promissory notes are securities under the Act.

8. Of the four investors, Sanchez paid one back in full, plus interest; one received a small fraction of her investment back; and the other two received nothing.

Investors C. G. and D. G., Husband and Wife

9. In September or October 2002, Sanchez solicited an investment from C. G. and D. G. in his company, Nutratek.

10. Sanchez met with C. G. and D. G. several times to discuss the investment opportunity in Nutratek.

11. The meetings took place at Sanchez's home in South Jordan, Utah, or at C. G. and D. G.'s home in Tooele, Utah.

12. At the meetings, Sanchez told C. G. and D. G. that Nutratek was owned and operated by Sanchez and his wife, Virginia, but that Sanchez was the one with the business experience.

13. Sanchez told C. G. and D. G. that Nutratek produced and sold dietary supplements that were comparable to Slim Fast products. Sanchez gave C. G. and D. G. a box of Nutratek's products to try for themselves.

14. Sanchez told C. G. and D. G. the market for Nutratek's products was "good."

15. Sanchez told C. G. and D. G. that Nutratek was starting to sell dietary supplements and was doing well.

16. Sanchez said Nutratek made money through product sales, but that Sanchez needed investor money to expand Nutratek and produce new products. Sanchez told C. G. and D. G. their money would be used strictly for that purpose.

17. Sanchez told C. G. and D. G. the minimum investment was $15,000.

18. Sanchez told C. G. and D. G. there was no risk involved with the investment.

19. Sanchez told C. G. and D. G. that Sanchez would personally guarantee their investment, even if it meant paying them out of Sanchez's own pocket.

20. Sanchez told C. G. and D. G. their investment would be "fairly liquid" and could be taken out at any time.

21. Sanchez did not tell C. G. and D. G., among other things, that one of Sanchez's prior investors lost all of his money.

22. C. G. told Sanchez that it was important he got his investment back because he was taking the money out of his 401K.

23. Sanchez arranged to have his business partner, Wayne A. Young (Young), fill out a form representing that Young was C. G.'s investment advisor, in order to remove $14,000 from C. G.'s 401K.

24. On or about December 7, 2002, C. G. and D. G. invested the $14,000 in Nutratek by giving Sanchez a cashier's check made payable to Veritas Research Group, LLC (Veritas).[1]

25. Sanchez told C. G. and D. G. that Veritas was the research side of Nutratek.

26. In return for C. G. and D. G.'s investment, Sanchez gave them a promissory note, dated

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[1]Veritas Research Group, LLC was registered as a Utah limited liability company on May 15, 2002, but its corporate status expired on March 31, 2003. Wayne A. Young was the company's registered agent and manager.

December 7, 2002, which carried an interest rate of 14% per year for a term of one year. Sanchez signed the promissory note in the presence of C. G. and D. G., at their home.

27. In or around June 2003, C. G. contacted Sanchez and asked him to return C. G. and D. G.'s investment.

28. Sanchez told C. G. it would not be a problem to get C. G. and D. G.'s money back, but it would take some time.

29. In the following year, Sanchez mailed several checks to C. G. and D. G. for repayment, but all of the check were returned due to insufficient funds.

30. In or around June 2004, Sanchez gave C. G. and D. G. a check for $19,000, in full payment of the principal and interest owed. This check cleared the bank.

Investors I. G. and D. D.

31. In March or April 2003, Sanchez first contacted I. G. and D. D. by telephone and solicited an investment in Nutratek.

32. Sanchez told I. G. and D. D. many things about Nutratek, including, but limited to, the following: that Nutratek had been in business for about four or five years; that Nutratek capitalized by selling products but required between $500,000 and $1,000,000 in investor funds to take Nutratek public[2]; that Nutratek sold a line of "health and weight products;"

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[2]When a private company "goes public," it means it is going to make its first offering of shares to the public. The company's ownership therefore shifts from a few private stockowners to a base that includes public shareholders. *See John Downes, Jordan Elliot Goodman, Dictionary of Finance and Investment Terms, 240 (5th ed. 1998).*

the market for Nutratek's products had a lot of potential; and that Nutratek was developing a dietary supplement to help stabilize blood sugar level in those with diabetes and that the supplement would "make Nutratek huge."

33. Sanchez told I. G. and D. D. the following regarding the investment: that there was no risk involved; the minimum investment was $5,000 and investor money would be pooled to reach a certain amount; the investment would make money once Nutratek went public; the interest rate would depend upon how much money was invested, but would either be 14 or 18% per year; that I. G. and D. D. were investing on the "ground floor" which would make them a lot of money; that an investment in Nutratek would entitle I. G. and D. D. to 5% ownership in Nutratek and Nutratek stock; that there were other investors involved who had been paid back and were "happy;" and that I. G. and D. D. would have to leave their money with Nutratek for one year, at which time they would be entitled to collect their principal investment plus interest.

34. Sanchez gave I. G. and D. D. a document entitled "Company Prospects," which included financial projections for Nutratek.

35. Sanchez also showed I. G. and D. D. some financial statements for Nutratek, but I. G. and D. D. were not allowed to keep them.

36. From May 2003 to February 2004, I. G. and D. D. made four separate investments in Nutratek, for a total of $96,000.

37. On or about May 14, 2203, I. G. and D. D. invested $12,000 in Nutratek, via wire

transfer, to Sanchez' Wells Fargo Bank account.

38. A portion of I. G.'s and D. D.'s investment came from a savings account, and some from equity in their home.

39. In return for I. G.'s and D. D.'s investment, Sanchez gave them a promissory note dated May 13, 2003, in the amount of $14,000.[3] The note included an interest rate of 14% per year, for a term of one year.

40. The note was mailed to I. G. and D. D. and appears to have been signed by Sanchez.

41. From May through July 2003 Sanchez continued to solicit investments of money in Nutratek from I. G. and D. D.

42. Sanchez told I. G. and D. D. that if they invested more money, Sanchez would give them a higher interest rate, but otherwise the terms of the investment would be identical to their first investment.

43. In July 2003, I. G. and D. D. invested $44,000 in Nutratek, via wire transfer.

44. In return for their investment, Sanchez gave I. G. and D. D. a promissory note in the amount of $44,000. The note was dated July 21, 2003, carried interest of 18% per year for a term of one year. The note appeared to have been signed by Sanchez.

45. Over the next couple of months Sanchez continued to solicit money from I. G. and D. D. via telephone and in person. Sanchez told I. G. and D. D. that everything was going well

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[3]I. G. and D. D. do not know why Sanchez gave them a note for $14,000 instead of $12,000.

with Nutratek.

46. On August 29, 2003, Sanchez filed personal bankruptcy, but did not tell I. G. or D. D.

47. In late September, early October, I. G. and D. D. invested another $18,000 in Nutratek, under the same terms as their first two investments. I. G. and D. D. sent, via wire transfer, $9,000 on September 30, 2003, and another $9,000 on October 3, 2003, to Sanchez's Wells Fargo Bank account.

48. After this investment, I. G. and D. D. told Sanchez the money from their home equity was gone and they would need to make their money back.

49. In return for their investment, Sanchez gave I. G. and D. D. a promissory note in the amount of $18,000. The note was dated October 10, 2003, carried interest of 18% per year for a term of eight months. The note appears to have been signed by Sanchez.

50. In February 2004, Sanchez told I. G. and D. D. about a new medical device being developed by a doctor. Sanchez discussed the new device with I. G. and D. D. several times in person and over the telephone.

51. Sanchez said the device was able to scan the human body to determine its deficiencies, such as vitamin deficiencies.

52. Sanchez said the doctor needed $22,000 to patent the product; that the market for the product would be huge; that a lot of people, especially doctors and physical therapists, would use the technology.

53. Sanchez said I. G. and D. D. would make a profit once the product sold; that there was no

risk involved since their funds would be invested for only one month; and that their money would be used for patenting the product and for business costs.

54. Sanchez said this was a good investment and that he would invest his own money if it weren't for a conflict of interest.

55. Sanchez told I. G. and D. D. that they were the only people investing in the medical device and that Sanchez would not get a commission for selling the investment.

56. In February 2004, I. G. and D. D. invested another $22,000 in what they thought was Nutratek, through two separate investments. I. G. and D. D. used money from their savings account.

57. On February 2, 2004, I. G. and D. D. sent, via wire transfer, $10,000 to Sanchez's wife, Virginia's, Wells Fargo account. In return, Sanchez mailed a promissory note to I. G. and D. D., dated February 2, 2004, which carried an interest rate of 5% per month for a term of one month. The note was issued by JVS Holdings, LLC[4] and although it contains a signature line for Sanchez, as president of JVS Holdings, LLC, it is unsigned.

58. On or about February 11, 2004, I. G. and D. D. sent, via wire transfer, $12,000 to Virginia's Wells Fargo account. In return, Sanchez mailed a promissory note to I. G. and D. D., dated February 10, 2004, which carried an interest rate of 7% per month for a term

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[4]JVS Holdings, LLC is not a registered entity in Utah. Compare p. 10, n. 5.

of one month. The note was issued by JVS Properties, LLC[5] and although it contains a signature line for Sanchez, as president of JVS Properties, LLC, it is unsigned.

59. On or about May 1, 2004, I. G. and D. D. received a check for $26,000 from Sanchez, but the check never cleared the bank.

60. On or about May 3, 2004, I. G. and D. D. received an account statement from Nutratek and Sanchez showing that I. G. and D. D. had an account balance of $62,000 as of October 3, 2003.

61. In June 2004, I. G. told Sanchez he wanted all of his money returned.

62. To date, I. G. and D. D. have received no return of principal or interest from their investments in Nutratek. Sanchez still owes I. G. and D. D. $96,000 in principal alone.

Investor A. A.

63. In 2003, prior to June 24, investor A. A. was contacted via telephone by Sanchez who proceeded to solicit an investment in Nutratek. Sanchez told A. A. that Nutratek sold health related products.

64. Sanchez told A. A. that she could invest any amount of money and she would make a return of 14% per year. Sanchez told A. A. that she would "make good money" through the investment.

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[5]JVS Properties, LLC was registered as a Utah limited liability company on November 25, 2003, but its corporate status expired on February 23, 2006. Sanchez and his wife, Virginia, were both managers of JVS Properties, LLC.

65. Sanchez did not tell A. A., among other things, that one of Sanchez's prior investors lost all of his money.

66. On or about June 24, 2003, A. A. invested $15,000 in Nutratek, by mailing a personal check to Sanchez, made payable to Nutratek.

67. In return for A. A.'s investment, Sanchez gave A. A. a promissory note dated June 27, 2003, which carried interest of 14% per year, for a term of one year. The note appears to have been signed by Sanchez.

68. In June 2004, when A. A.'s note matured, A. A. received a document from Sanchez entitled "Client Report." The report was on Nutra Tek Health Sciences[6] letterhead and stated that A. A.'s investment had increased by $2,100, bringing her balance to $17,100.

69. A. A. has since requested her money back from Sanchez many times.

70. To date, A. A. has received no return of her principal or interest from her investment in Nutratek. Sanchez still owes A. A. $15,000 in principal alone.

Investor M. S.

71. In 2003, prior to October 30 but after August 29th, M. S. was contacted by Sanchez, via telephone, and asked to meet Sanchez in Salt Lake City in order to discuss the business of Nutratek.

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[6]Nutra Tek Health Sciences was registered in Utah as a DBA of Nutratek on November 25, 2003, and its status is currently "active." Sanchez is the registered agent for Nutra Tek Health Sciences.

72. M. S. came to Salt Lake City and met with Sanchez at his office in Salt Lake County.

73. Sanchez asked M. S. to get involved with Nutratek and offered her the position of President due to her previous business experience and her MBA.

74. While in Salt Lake, M. S. attended a meeting between Sanchez and some potential investors from Omaha, Nebraska.

75. Before M. S. left Salt Lake City, Sanchez asked her for a $20,000 loan to make payroll. Sanchez said he was currently unable to pay his staff.

76. Sanchez offered M. S. a promissory note in return for her loan.

77. Sanchez did not tell M. S., among other things, that Sanchez filed personal bankruptcy in August 2003, and that one of Sanchez's prior investors lost all of his money.

78. On or about October 30, 2003, M. S. sent, via wire transfer, $20,000 to Sanchez's Wells Fargo account.

79. Sanchez failed to give M. S. a promissory note.

80. M. S. has asked Sanchez to return her money several times, but to date, she has only received $1,000. Sanchez still owes M. S. $19,000 in principal alone.

CAUSES OF ACTION

COUNT I
Securities Fraud under § 61-1-1(2) of the Act
(Nutratek, LLC, and Johnny Anthony Sanchez)

81. The Division incorporates and re-alleges paragraphs 1 through 80.

82. The promissory notes and guarantees offered and sold by Nutratek and Sanchez are

securities under § 61-1-13 of the Act.

83. In connection with the offer and sale of securities to investors, Nutratek and Sanchez, directly or indirectly, made false statements, including, but not limited to, the following:

a. That I. G. and D. D. would own 5% of Nutratek and receive stock in the company when it went public, when, given Respondents' continual need for investor money, Respondents had no reasonable basis on which to make these representations;

b. Sanchez told I. G. and D. D. that Nutratek had been in business for four or five years, when, in fact, Nutratek was registered as a Utah entity just a few months prior to I. G.'s and D. D.'s investment;

c. Sanchez told I. G. and D. D. that he had paid back prior investors and that the investors were happy, when, in fact, during an interview with Division investigators on December 26, 2006, Sanchez admitted that he had lost a prior investor's money;

d. That investor money would be used only for business expenses, when, in fact, investor money was used by Sanchez to pay personal expenses;

e. That the market for Nutratek's products was good;

f. That Nutratek was starting to sell dietary supplements, and was doing well;

g. That the investment was fairly liquid, and could be removed at any time;

h. That Sanchez was going to take the company public;

i. That investor money would be used to patent a new medical device;

j. That the new medical device scanned a person's body to isolate deficiencies, such as vitamin deficiencies;

k. That the market for the medical device would be huge because doctors and physical therapists would want the technology;

l. That there were no risks involved;

m. That once the medical device sold, investors would make a profit;

n. That Sanchez would not receive a commission, when, in fact, Sanchez used investor money to pay personal expenses, and therefore Sanchez essentially did received a commission.

84. In connection with the offer and sale of securities to investors, Nutratek and Sanchez, 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. Sanchez failed to tell M. S., I. G. and D. D. that he filed for bankruptcy in 2003;

b. That some of the money invested would be used to pay Sanchez's personal expenses, such as car payments, mortgage payments, utilities, and medical expenses;

b. That at least one of Sanchez's prior investors had lost all of his money;

c. Some or all of the information typically provided in an offering circular or

prospectus regarding Nutratek, Veritas, JVS properties, LLC, or Nutra Tek Health Sciences, such as:

i. The business and operating history for Nutratek, Veritas, JVS properties, LLC, or Nutra Tek Health Sciences;

ii. Identities of the principals for Nutratek, Veritas, JVS properties, LLC, or Nutra Tek Health Sciences, along with their experience in this type of business;

iii. Financial statements for Nutratek, Veritas, JVS properties, LLC, or Nutra Tek Health Sciences;

iv. The market for the product of the companies;

v. The nature of the competition for the product;

vi. Current capitalization of the issuer;

vii. A description of how the investment would be used by the businesses;

viii. The track record of the companies to investors;

ix. Risk factors for investors;

x. The number of other investors;

xi. The minimum capitalization needed to participate in the investment;

xii. The disposition of any investments received if the minimum capitalization were not achieved;

xiii. The liquidity of the investment;

xiv. Discussion of pertinent suitability factors for the investment;

xv. The proposed use of the investment proceeds;

xvi. Any conflicts of interest the issuer, the principals, or the agents may have with regard to the investment;

xvii. Agent commissions or compensation for selling the investment;

xviii. Whether the investment is a registered security or exempt from registration; and

xix. Whether the person selling the investment is licensed.

85. Based upon the foregoing, Nutratek, LLC and Johnny Anthony Sanchez wilfully violated § 61-1-1 of the Act.

COUNT II
Fraudulent Practices under § 61-1-1(3) of the Act
(Nutratek, LLC, and Johnny Anthony Sanchez)

86. The Division incorporates and re-alleges paragraphs 1 through 80.

87. The Respondents engaged in acts, practices, or courses of business that operate or would operate as a fraud or deceit on investors, including, but not limited to, the following:

a. Arranging to have Sanchez's business partner, Young, complete a form in which Young falsely represented that Young was an investor's investment advisor, in order to remove $14,000 from the investor's 401K;

b. Sending account balance statements to A. A., I. G. and D. D., indicating that their investments in Nutratek had increased in value;

c. Allowing investors to see financial statements for the company, but not allowing investors to keep a copy;

d. Promising investors higher interest rates for subsequent investments;

e. Telling investors that Sanchez would invest if he could, but that he was prohibited due to a conflict of interest.

88. Based upon the foregoing, Nutratek, LLC and Johnny Anthony Sanchez wilfully violated § 61-1-1 of the Act.

COUNT III
Sale by an Unlicensed Agent under § 61-1-3(1) of the Act
(Johnny Anthony Sanchez)

89. The Division incorporates and re-alleges paragraphs 1 through 80.

90. Sanchez offered or sold securities in Utah.

91. When offering and selling these securities on behalf of Nutratek, Sanchez was acting as an agent of an issuer.

92. Sanchez has never been licensed to sell securities in Utah as an agent of this issuer, or any other issuer.

93. Based on the above information, Sanchez wilfully violated § 61-1-3(1) of the Act.

ORDER

The Director, pursuant to § 61-1-20 of the Act, hereby orders the Respondents to appear at a formal hearing to be conducted in accordance with Utah Code Ann. §§ 63-46b-4 and 63-46b-6 through -10, and held before the Utah Division of Securities. The hearing will occur on

May 30, 2007, at 10:00 a.m., at the office of the Utah Division of Securities, located in the Heber Wells Building, 160 East 300 South, 2nd Floor, Salt Lake City, Utah. The purpose of the hearing is to establish a scheduling order and address any preliminary matters. If the Respondents fail to file an answer and appear at the hearing, the Division of Securities may hold Respondents in default, and a fine may be imposed in accordance with Utah Code Ann. § 63-46b-11. In lieu of default, the Division may decide to proceed with the hearing under § 63-46b-10. At the hearing, the Respondents may show cause, if any they have:

a. Why Nutratek, LLC and Johnny Anthony Sanchez should not be found to have wilfully engaged in the violations alleged by the Division in this Order to Show Cause;

b. Why Nutratek, LLC and Johnny Anthony Sanchez should not be ordered to cease and desist from engaging in any further conduct in violation of Utah Code Ann. § 61-1-1, or any other section of the Act;

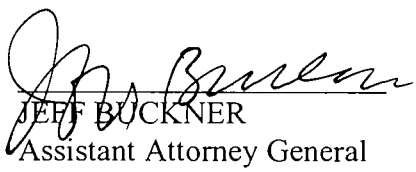
c. Why Nutratek, LLC should not be ordered to pay a fine of one hundred fifty thousand dollars ($150,000) to the Division of Securities, and

d. Why Johnny Anthony Sanchez should not be ordered to pay a fine of one hundred fifty thousand dollars ($150,000) to the Division of Securities.

DATED this 13TH day of April, 2007.

WAYNE KLEIN
Director, Utah Division of Securities

Approved:



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

IN THE MATTER OF: **NUTRATEK, LLC;** **JOHNNY ANTHONY SANCHEZ;** **Respondents.**	**NOTICE OF AGENCY ACTION** **Docket No.** SD-07-0028 **Docket No.** SD-07-0029

THE DIVISION OF SECURITIES TO THE ABOVE-NAMED RESPONDENTS:

The purpose of this Notice of Agency Action is to inform you that the Division hereby commences a formal adjudicative proceeding against you as of the date of the mailing of the Order to Show Cause. The authority and procedure by which this proceeding is commenced are provided by Utah Code Ann. §§ 63-46b-3 and 63-46b-6 through 11. The facts on which this action is based are set forth in the foregoing Order to Show Cause.

Within thirty (30) days of the mailing date of this notice, you are required to file an Answer with the Division. The Answer must include the information required by Utah Code § 63-46b-6 (1). In addition, you are required by § 63-46b-6 (3) to state: a) by paragraph, whether

you admit or deny each allegation contained in the Order to Show Cause, including a detailed explanation for any response other than an unqualified admission; b) any additional facts or documents which you assert are relevant in light of the allegations made; and c) any affirmative defenses (including exemptions or exceptions contained within the Utah Uniform Securities Act) which you assert are applicable. To the extent that factual allegations or allegations of violations contained in the Order to Show Cause are not disputed in your Answer, they will be deemed admitted.

Your Answer, and any future pleadings or filings that should be part of the official files in this matter, should be sent to the following:

Signed originals to:	A copy to:
Administrative Court Clerk c/o Pam Radzinski Division of Securities 160 E. 300 S., Second Floor Box 146760 Salt Lake City, UT 84114-6760 (801) 530-6600	Jeff Buckner Assistant Attorney General 160 E. 300 S., Fifth Floor Box 140872 Salt Lake City, UT 84114-0872 (801) 366-0310

A hearing date has been set for Wednesday, May 30, 2007, at 10:00 a.m., at the office of the Utah Division of Securities, located in the Heber Wells Building, 160 East 300 South, 2nd Floor, Salt Lake City, Utah.

If you fail to file an Answer, as set forth herein, or fail to appear at the hearing, the Division of Securities may hold you in default, and a fine and other sanctions may be imposed

against you in accordance with Utah Code Ann. § 63-46b-11, without the necessity of providing you with any further notice. In lieu of default, the Division may decide to proceed with the hearing under § 63-46b-10. At the hearing, you may appear and be heard and present evidence on your behalf. You may be represented by counsel during these proceedings.

The presiding officer in this case is Wayne Klein, Director, Division of Securities. Questions regarding the Order to Show Cause and Notice of Agency Action should be directed to the Division's attorney, Jeff Buckner, at (801) 366-0310.

DATED this 13TH day of April, 2007.

WAYNE KLEIN
Director, Division of Securities
Utah Department of Commerce

Certificate of Mailing

I certify that on the 17TH day of April, 2007, I mailed, by certified mail, a true and correct copy of the Order to Show Cause and Notice of Agency Action to:

Johnny Anthony Sanchez
4307 Open Hill Drive
South Jordan, UT 84095

Certified Mail # 7005 1820 0003 7190 5710

Nutratek, LLC
859 W. South Jordan Parkway, #104
South Jordan, UT 84095

Certified Mail # 7005 1820 0003 7190 5727

Pamela Radzinski
Executive Secretary