

Division of Securities
Utah Department of Commerce
160 East 300 South
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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:

AMERICAN MORTGAGE ALLIANCE, INC.;
NATIONAL MORTGAGE ALLIANCE, LLC;
REAL-PRINTS, INC.;
ROBERT MICHAEL FAIN;
DARON WILSON LEBLANC;
ANTONIUS "TONY" MARIA VERSTEEG;

Respondents.

STIPULATION AND CONSENT
ORDER

Docket No. SD-07-0040
Docket No. SD-07-0041
Docket No. SD-07-0042
Docket No. SD-07-0043
Docket No. SD-07-0044
Docket No. SD-07-0045

The Utah Division of Securities (the Division), by and through its Director of Enforcement, Michael Hines, and respondents Real-Prints, Inc. and Robert Michael Fain, hereby stipulate and agree as follows:

1. Real-Prints, Inc. and Robert Michael Fain were the subject of an investigation conducted by the Division into allegations that they violated certain provisions of the Utah Uniform Securities Act (the Act), Utah Code Ann. § 61-1-1, *et seq.*, as amended.

2. In connection with that investigation, on June 6, 2007, the Division issued an Order to Show Cause (OSC) to Robert Michael Fain, Real-Prints, Inc., American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Daron Wilson LeBlanc, and Tony Maria Versteeg, alleging securities fraud / fraudulent practices, sale of unregistered securities, and sale by an unlicensed agent. On August 2, 2007, the Division issued a Default Order to American Mortgage Alliance, Inc. and National Alliance, LLC, for failing to respond to the June 6, 2007 OSC. On September 12, 2007, the Division issued a Default Order to Real-Prints, Inc. and Robert Michael Fain for failing to file an answer to the June 6, 2007 OSC. The Division's administrative action against Daron Wilson LeBlanc is pending.
3. On May 10, 2007, the state of Utah filed criminal charges against Robert Michael Fain in Third District Court, charging four counts of securities fraud (three second degree felonies and one third degree felony). The conduct alleged in the criminal action is the same conduct alleged in this administrative action. On August 31, 2007, Mr. Fain entered a plea of guilty to one count of securities fraud (second degree felony), and the remaining counts were dismissed. On November 9, 2007, Mr. Fain was sentenced to a term of 1-15 years in the Utah State Prison, but the term was suspended. Mr. Fain was placed on probation for 72 months, and ordered to pay restitution of \$39,370, jointly and severally, with two co-defendants.

4. Real-Prints, Inc., Robert Michael Fain, and the Division have agreed to settle this matter by way of this Stipulation and Consent Order (Consent Order).
5. Real-Prints, Inc. and Robert Michael Fain admit the jurisdiction of the Division over them and over the subject matter of this action.
6. Real-Prints, Inc. and Robert Michael Fain waive any right to a hearing to challenge the Division's evidence and present evidence on their behalf.

THE DIVISION'S INVESTIGATIVE FINDINGS

From May through June 2007, the Division conducted an investigation into this matter which revealed:

7. American Mortgage Alliance, Inc. (American Mortgage) was registered as a Utah corporation on December 22, 1997, but its corporate status expired on July 11, 2001. American Mortgage was located at 143 East 4800 South, Murray, Utah. Dianne Versteeg was the director, president, and registered agent of American Mortgage, and Tony Maria Versteeg was its secretary.
8. National Mortgage Alliance, LLC (National Mortgage) was registered as a Utah limited liability company on May 21, 2002, but its corporate status expired on October 1, 2003. National Mortgage was located at 141 East 5600 South, Suite 204, Murray, Utah. Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg, were managers and members of National Mortgage, and Tony Maria Versteeg was also the registered agent.

9. Real-Prints, Inc. (Real-Prints) was registered as a Utah corporation on May 12, 2005, but its corporate status expired on August 29, 2006. Robert Michael Fain was the registered agent and sole director and officer of Real-Prints.
10. Robert Michael Fain (Fain) resides in Dallas County, Texas, and was a manager and member of National Mortgage, and the sole director and officer of Real-Prints.
11. Daron Wilson LeBlanc (LeBlanc) resides in Utah County, Utah, and was a manager and member of National Mortgage.
12. Tony Maria Versteeg (Versteeg) resides in Salt Lake County, Utah, and was the secretary for American Mortgage, a manager and member of National Mortgage, as well as its registered agent.

Investor M. S.

13. In May 2002, a sales agent for American Mortgage (Agent 1) offered M. S. an investment opportunity in American Mortgage while at their place of employment in Salt Lake County.
14. Agent 1 told M. S. the following about the investment opportunity in American Mortgage:
 - a. American Mortgage generated leads for mortgage loans and refinances from kiosks placed in shopping malls;

- b. American Mortgage had a great group of people selling the loans and the company would generate a profit;
 - c. American Mortgage was a start-up company;
 - d. American Mortgage's principals were Fain, Agent 1, and Versteeg, and they had all invested their own money with the company;
 - e. That American Mortgage needed investor money for operating capital to get things started;
 - f. That the kiosks placed in malls would generate mortgages, or the leads could be sold to other mortgage brokers; and
 - g. The investment was 100% guaranteed and there was no risk involved because M. S. would receive his principal plus 20%.
15. Agent 1 failed to tell M. S., among other things, that Fain had a criminal history involving securities fraud, and that American Mortgage's corporate status had expired in 2001.
16. Agent 1 told M. S. that American Mortgage needed M. S. to invest \$14,000.
17. M. S. told Agent 1 he had no money to invest.
18. Agent 1 suggested M. S. take out a second mortgage on his home, and said the investment in American Mortgage would generate a monthly payment large enough to cover M. S.'s second mortgage, with a little extra left over.

19. On May 13, 2002, Agent 1 drove M. S. to a Key Bank in Salt Lake County to arrange the second mortgage on M. S.'s home. Agent 1 remained with M. S. while the loan officer processed the second mortgage.
20. While still at the bank, M. S. was approved for a \$14,000 loan.
21. M. S. received a cashier's check from the bank for \$14,000 and gave it to Agent 1 while still at the bank.
22. Agent 1 drove M. S. from the bank to American Mortgage's offices in Murray, Utah, and introduced him to Fain and Versteeg.
23. At American Mortgage's offices, M. S. saw the investment contracts for the first time. One contract was entitled "Advance of Dividends Agreement" (Agreement 1), and the second was entitled "Pre-Determined Dividend Agreement" (Agreement 2).
24. Agreement 1 states that American Mortgage will pay M. S. an advance of dividends in the amount of \$152.50 per month. It also states that payments made to M. S. pursuant to Agreement 1 will be treated as Pre-Determined Dividend payments under Agreement 2. Agreement 1 was signed by Fain, Agent 1, Versteeg, and M. S. on May 13, 2002.
25. Agreement 2 states that M. S. will receive a return of his principal plus 20% annual interest, but provides no maturity date. Agreement 2 was signed by Fain, Agent 1, Versteeg, and M. S. on May 14, 2002, at American Mortgage's offices.

26. During M. S.'s subsequent conversations with Agent 1, Agent 1 pressured M. S. for names of others who might be interested in investing in American Mortgage. M. S. mentioned that his parents might be interested.
27. M. S. told his parents, L. S. and J. S., about the investment opportunity in American Mortgage.
28. On or about June 11, 2002, M. S. and his parents met with Agent 1 in San Juan County, Utah, where M. S.'s parents made their first investment. M. S.'s parents' investments are discussed in more detail below.
29. Shortly after June 11, 2002, Agent 1 approached M. S. and asked him to invest more money in American Mortgage. Agent 1 said "we gotta have this money so we don't go under."
30. Agent 1 suggested that M. S. increase the amount of his second mortgage at Key Bank and invest the money in American Mortgage.
31. In June 2002, M. S. arranged to have his second mortgage increased by \$22,000, and of the \$22,000, M. S. invested \$16,000 in American Mortgage.
32. The same day, M. S. met with Fain, Agent 1, and Versteeg at American Mortgage where they all signed a new Advance of Dividends Agreement, with the exact same terms as M. S.'s first investment for \$14,000 (return of principal plus 20% annual interest with no maturity date).

33. After investing in May and June 2002, M. S. received only two dividend checks from American Mortgage, which together totaled \$230.
34. When American Mortgage continued to miss monthly dividend payments, M. S. contacted Agent 1 and Versteeg. Agent 1 and Versteeg promised to pay M. S. back.
35. On December 19, 2006, M. S. received an e-mail from Agent 1, acknowledging that he owed M. S. money and promising to pay M. S. one-third of what he invested. In the e-mail, Agent 1 tells M. S. that “by spring of ‘07 I will start a monthly repayment until my share of the debt is re-paid.”
36. M. S. received no additional return of principal or interest on his investment in American Mortgage, and he is still owed \$29,770 in principal alone.

Investors L. S. and J. S., Wife and Husband

37. In June 2002, Agent 1 offered L. S. and J. S. an investment opportunity in National Mortgage while meeting in their home in San Juan County, Utah. L. S. and J. S. met Agent 1 through their son M. S.
38. At the meeting, Agent 1 used his computer to show L. S. and J. S. several spreadsheets for American Mortgage which showed things like estimated gross revenue from “Live Contacts,” estimated gross income by “lead rate,” and estimated monthly and annual returns based upon the number of malls with an American Mortgage kiosk.
39. Agent 1 told L. S. and J. S. the following about National Mortgage:

- a. That National Mortgage planned to put kiosks in malls to gather leads for mortgage loans;
- b. That National Mortgage planned to offer a prize drawing to anyone who filled out an interest card for a new mortgage;
- c. That National Mortgage would follow up on the leads and process some of the loans, while others would be sold to an existing market;
- d. That Agent 1 had no doubt he could sell the leads as “they” had done something similar in the past;
- e. That National Mortgage planned to expand its kiosk operation into Las Vegas, Nevada within two months;
- f. That L. S. and J. S. would receive 20% annual interest on their investment, and if things went well, it would generate a monthly income;
- g. That National Mortgage was a start-up company;
- h. That National Mortgage’s principals were Fain, Agent 1, and Versteeg;
- i. That National Mortgage had been raising money and had several investors including Agent 1’s parents; and
- j. If L. S. and J. S. were unhappy with the investment after a few months, they could get their money back.

40. Agent 1 failed to tell L. S. and J. S., among other things, that Fain had a criminal history involving securities fraud.
41. Agent 1 asked L. S. and J. S. to invest \$10,000 in National Mortgage.
42. L. S. told Agent 1 that she and her husband would not invest unless it was guaranteed and had no risk.
43. Agent 1 told L. S. they would “do it her way” and guarantee their investment.
44. On June 11, 2004, L. S. and J. S. invested \$10,000 in National Mortgage using money borrowed on their home equity line of credit.
45. In return for L. S.’s and J. S.’s investment, National Mortgage mailed L. S. and J. S. an investment contract entitled “Pre-Determined Dividend Agreement” (the Agreement) which stated that L. S. and J. S. would receive a return of their investment plus 20% annual interest, but provided no maturity date.
46. The Agreement was dated June 11, 2002, and appears to have been signed by Fain, Agent 1, and Versteeg.
47. On or about November 26, 2002, L. S. received a letter from Agent 1 on American Mortgage letterhead. The letter states that American Mortgage completed thirteen closings in October and fifteen in November.
48. L. S. and J. S. received no return of principal or interest on their investment in National Mortgage.

49. In the Fall of 2003, L. S. met with Agent 1 and Fain at Fain's company called Real-Prints, Inc. in Salt Lake City, and asked for her money back.
50. Agent 1 and Fain told L. S. they would pay her back.
51. Fain told L. S. about his new business which promoted an inkless fingerprint product. Fain said he was going to market it to the scrap-booking industry.
52. In early October 2003, L. S. met with Fain in Salt Lake City, Utah, and complained that she had still not been paid back for her investment in National Mortgage.
53. Fain again told L. S. that they (Fain, Agent 1, and Versteeg) would pay her back.
54. Fain then showed L. S. his inkless fingerprint product. Fain said the product could be used in child identification kits, but he needed \$15,000 to buy the exclusive rights to the product.
55. Fain said his new business would generate enough money to not only pay L. S. back on her prior investment, but to pay profits on a new investment of \$15,000 in Real-Prints, Inc.
56. Fain gave L. S. a spreadsheet which stated an estimated profit for Real-Prints, Inc. of over \$5 million after just one year of operation.
57. As a guarantee of payment, Fain gave L. S. five post-dated checks from his Resource U.S.A., Inc. business account at Wells Fargo Bank. The checks ranged from \$1,000 to \$2,500. The final check was for \$20,000.

58. In addition, Fain said he would give L. S. a royalty on his product if she invested.
59. On or about October 8, 2003, L. S. and J. S. met with Fain at Fain's office in Salt Lake City, and invested \$15,000 in Real-Prints, Inc.
60. Fain gave L. S. and J. S. a promissory note in exchange for their investment. Fain signed the note in the presence of L. S. and J. S. and their daughter A. A.
61. The promissory note was dated October 8, 2003, in the amount of \$15,000, included interest of \$1,000, and a maturity date of November 1, 2003.
62. L. S. began depositing the post-dated checks into her bank account on the dates indicated on the checks, and was able to successfully deposit checks totaling \$15,400.
63. L. S. deposited the last check for \$20,000 on or about March 2, 2004. The check bounced on March 10, 2004 leaving L. S. with \$9,600 in unpaid principal from the first investment.
64. L. S. telephoned Fain about the bounced check for \$20,000. Fain said he was at the bank with an investor closing a deal when the banker asked if he wanted the investor's check to cover the bounced check for \$20,000. Fain said his investor backed out.
65. Fain said the reason L. S. didn't get her money back was because she cashed the post-dated check too early. Fain said he would continue to try to pay back L. S.
66. Around the time that Fain's \$20,000 check to L. S. bounced, Fain gave L. S. and J. S. two untitled agreements commemorating L. S.'s and J. S.'s investments with Fain and Real-

Prints. Both agreements appear to have been signed by Fain, and both are misdated November 1, 2000.

67. The first agreement (Agreement A) acknowledges L. S.'s and J. S.'s two investments of \$10,000 and \$15,000 and lists payments to be made to L. S. and J. S. in each month beginning in November 2004, continuing through March 2005, totaling \$29,000 with interest. Agreement A was signed by L. S. and J. S., and appears to have been signed by Fain.
68. The second agreement (Agreement B) is a revised version of Agreement A and appears to have been signed by Fain alone. Agreement B includes amounts that L. S. charged on her charge card while purchasing supplies for Fain's business.
69. Both agreements state that prior agreements are null and void and the new agreement incorporates all outstanding debt owed to L. S. and J. S. The agreements state that, in addition to paying back the debt, L. S. and J. S. will receive a royalty payment from Fain, equal to the amount they are owed (\$29,000).
70. When L. S. spoke to Versteeg about paying back her principal, he said he was not obligated to L. S. because he sold his interest in National Mortgage to Fain and Agent 1, and at the same time executed a Hold-Harmless Agreement with Fain and Agent 1.
71. L. S. asked Versteeg for a copy of the Hold-Harmless Agreement, but he has yet to provide it.

72. L. S. and J. S. are still owed \$9,600 in principal alone from their investments in National Mortgage and Real-Prints, Inc.

Securities Fraud / Fraudulent Activity

73. In connection with the offer and sale of securities to investors, Fain, directly or indirectly, made false statements, including, but not limited to, the following:
- a. American Mortgage used kiosks placed in shopping malls to generate leads for mortgage loans and refinances;
 - b. Many leads would be generated from the mall kiosks which would generate mortgages or be sold to other mortgage brokers;
 - c. The investment was guaranteed and there was no risk;
 - d. American Mortgage had a great group of people selling the loans and the company would generate a profit;
 - e. The principals of American Mortgage had all invested their own money in the company;
 - f. An investment in American Mortgage would generate a monthly payment large enough to cover his second mortgage payment, with a little extra left over;
 - g. There was no doubt American Mortgage could sell the leads because “they” had done something similar in the past;

- h. National Mortgage planned to expand its kiosk operation into Las Vegas within two months;
 - i. Investors would receive 20% annual interest on their investment, and if things went well, their investment would generate an additional monthly income;
 - j. National Mortgage had been raising money and had several investors including LeBlanc's parents; and
 - k. If investors were unhappy with the investment after a few months, they could get their money back.
74. In connection with the offer and sale of securities to investors, Fain, 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. Fain had \$40,692 in outstanding civil judgments against him;
 - b. In 1996 Fain was charged with multiple felony violations of the Utah Uniform Securities Act, and pleaded guilty to 5 counts of securities fraud and 14 counts of sale of an unregistered security. In February 1997, Fain was sentenced to 0-5 years in prison and ordered to pay \$308,850 in restitution;
 - c. In 1992, Fain petitioned for personal bankruptcy;
 - d. LeBlanc and Versteeg had been sued several times and had several judgments filed against them;

- e. American Mortgage's corporate status had expired in July 2001, almost one year before M. S. invested in American Mortgage;
- f. The Pre-Determined Divided Agreements and promissory notes were securities that should have been registered with the Division;
- g. Some or all of the information typically provided in an offering circular or prospectus regarding American Mortgage Alliance, Inc., and National Mortgage Alliance, LLC (the Companies), such as:
 - i. The business and operating history for the Companies;
 - ii. The principals' experience in the mortgage industry;
 - iii. Financial statements for the Companies;
 - iv. The market for the Companies' product(s);
 - v. The nature of the competition for the product(s);
 - vi. Each Company's current capitalization;
 - vii. A description of how the investment would be used by the Companies;
 - 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.

75. In connection with the offer and sale of securities to L. S. and J. S., Real-Prints and Fain, directly or indirectly, made false statements, including, but not limited to, the following:
- a. Fain needed \$15,000 to buy the exclusive rights to the inkless fingerprint product;
 - b. Fain's new business would generate enough money to not only pay L. S. back on her prior investment, but to pay profits on a new investment of \$15,000 in Real-Prints, Inc.;
 - c. Fain would give L. S. a royalty on his product if she invested; and

- d. Fain informed L. S. that the estimated profit for Real-Prints, Inc. after just one year of operation was over \$5 million. This information was contained in a spreadsheet that Fain gave to L. S.
76. In connection with the offer and sale of securities to L. S. and J. S., Real-Prints and Fain, 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. Fain had \$40,692 in outstanding civil judgments against him;
 - b. In 1996 Fain was charged with multiple felony violations of the Utah Uniform Securities Act, and pleaded guilty to 5 counts of securities fraud and 14 counts of sale of an unregistered security. In February 1997, Fain was sentenced to 0-5 years in prison and ordered to pay \$308,850 in restitution;
 - c. In 1992, Fain petitioned for personal bankruptcy;
 - d. The promissory note and investment contracts are securities that should have been registered with the Division;
 - e. Some or all of the information typically provided in an offering circular or prospectus regarding Real-Prints, Inc., such as:
 - i. The business and operating history for Real-Prints;
 - ii. The principals' experience in the area of inkless fingerprints;

- iii. Financial statements for Real-Prints;
- iv. The market for Real-Prints' product;
- v. The nature of the competition for the product;
- vi. Real-Prints' current capitalization;
- vii. A description of how the investment would be used by Real-Prints;
- viii. The track record of Real-Prints 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.

77. Fain engaged in acts, practices, or courses of business that operate or would operate as a fraud or deceit on M. S. and L. S. including, but not limited to, the following:
- a. Fain giving L. S. post-dated checks as an inducement to invest in Real-Prints, Inc. and as a guarantee of payment on her investment in Real-Prints, Inc., and then failing to maintain enough money in the account to cover the post-dated checks;
 - b. Fain telling L. S. that a new investor backed out after hearing about the \$20,000 check Fain bounced, to pacify L. S. temporarily and lead her to believe that new money would be coming in to pay her off; and
 - c. Fain giving L. S. two written agreements documenting her investments in American Mortgage and Real-Prints, and the amount she was still owed, in order to pacify her temporarily.

Licensing and Registration Violations

78. The investment contracts and guarantees offered and sold by Fain, and the promissory note, investment contracts, and guarantee offered and sold by Real-Prints, Inc. and Fain are all securities under § 61-1-13 of the Act.
79. The securities were offered and sold in or from this state.
80. The securities offered and sold by Fain and Real-Prints were not registered under the Act, and Fain and Real-Prints did not file any claim of exemption relating to the securities.

81. When offering and selling securities on behalf of American Mortgage and National Mortgage, Fain was acting as an agent of an issuer.
82. When offering and selling securities on behalf of Real-Prints, Fain was acting as an agent of an issuer.
83. Fain has never been licensed to sell securities in Utah as an agent of these issuers, or any other issuer.

THE DIVISION'S CONCLUSIONS

84. Based on the Division's investigative findings, the Division concludes that:
 - a. The promissory notes, investment contracts, and guarantees offered and sold by Fain and Real-Prints are securities under § 61-1-13 of the Act;
 - b. Fain and Real-Prints violated § 61-1-1 of the Act by making misrepresentations and omissions of material fact in connection with the offer and sale of securities;
 - c. Fain violated § 61-1-1 of the Act by engaging in an act, practice, or course of business which operated as a fraud or deceit upon investors;
 - d. Fain violated § 61-1-3 of the Act by selling securities in or from Utah without a license; and
 - e. Fain and Real-Prints violated § 61-1-7 of the Act by selling securities in or from Utah that were not registered.

85. Fain and Real-Prints admit the substance of the Division's investigative conclusions and consents to the Division entering an Order:
- a. Requiring Fain and Real-Prints to cease and desist from engaging in any further conduct in violation of the Utah Securities Act.
 - b. Requiring Real-Prints, Inc. to pay a fine of fifty thousand dollars (\$50,000) to the Division of Securities, payment of which will be waived so long as Real-Prints violates no provisions of the Act for a term of five years from the execution of this Consent Order. If Real-Prints fails to abide by the terms of this Stipulation and Consent Order, the Division will give Real-Prints written notice of the violation, and the suspended fine will be due to the Division within one month of that notice.
 - c. Requiring Robert Michael Fain to pay a fine of twenty five thousand dollars (\$25,000) to the Division of Securities, payment of which will be waived so long as Fain violates no provision of the Act for a period of six years from the date of Fain's sentencing (November 9, 2007) in the State's criminal action (Case #071903447, Third District Court, Salt Lake County). If Robert Michael Fain fails to abide by the terms of this Stipulation and Consent Order, the Division will give Fain written notice of the violation, and the suspended fine will be due to the Division within one month of that notice.

86. Fain and Real-Prints acknowledge that this Consent Order, upon approval by the Division Director, shall be the final compromise and settlement of this matter. Fain and Real-Prints further acknowledge that if the Division Director does not accept the terms of the Consent Order, it shall be deemed null and void and without any force or effect whatsoever.
87. Fain and Real-Prints acknowledge that the Consent Order does not affect any civil or arbitration causes of action that third parties may have against them arising in whole or in part from their actions, and that the Consent Order does not affect any criminal cause of action that a prosecutor might bring.
88. This Consent Order constitutes the entire agreement between the parties herein and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements which modify, interpret, construe, or otherwise affect this Consent Order in any way.
89. Fain and Real-Prints represent that any information they have provided to the Division is accurate and complete to the best of their knowledge, and if the Division finds otherwise, Fain and Real-Prints acknowledge that this Consent Order will be deemed null and void and without any force or effect whatsoever.
90. Violation of this Consent Order is a third degree felony pursuant to § 61-1-21(1) of the Act.

91. Fain and Real-Prints have read this Consent Order, understand its contents, and enter into this Consent Order voluntarily.

Utah Division of Securities

Date: 4/24/08

By: [Signature]
Michael Hines
Director of Enforcement

Respondent Real-Prints

Date: April 18, 2008

By: [Signature]
Robert Michael Fain

Its: owner

Approved:

[Signature]
Jeff Buckner
Assistant Attorney General

Respondent Fain

Date: April 18, 2008

By: [Signature]
Robert Michael Fain

ORDER

Pursuant to the terms of the Stipulation and Consent Order defined above, the Director of the Utah Division of Securities hereby orders that:

- a. Real-Prints, Inc. and Robert Michael Fain CEASE and DESIST from engaging in any further conduct in violation of the Utah Securities Act.
- b. Real-Prints, Inc. pay a fine of fifty thousand dollars (\$50,000) to the Division of Securities, payment of which will be waived so long as Real-Prints violates no provisions of the Act for a term of five years from the execution of this Consent Order. If Real-Prints fails to abide by the terms of this Stipulation and Consent Order, the Division will give Real-Prints written notice of the violation, and the suspended fine will be due to the Division within one month of that notice.
- c. Robert Michael Fain pay a fine of twenty five thousand dollars (\$25,000) to the Division of Securities, payment of which will be waived so long as Fain violates no provision of the Act for a period of six years from the date of Fain's sentencing (November 9, 2007) in the State's criminal action (Case #071903447, Third District Court, Salt Lake County). If Robert Michael Fain fails to abide by the terms of this Stipulation and Consent Order, the Division will give Fain written notice of the violation, and the suspended fine will be due to the Division within one month of that notice.

- d. This Order supercedes and replaces the Default Order entered against Real-Prints, Inc. and Robert Michael Fain on September 12, 2007.

DATED this 28th day of April, 2008.



THAD LEVAR

Acting Director, Utah Division of Securities

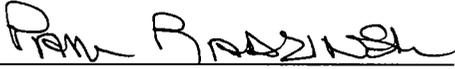


Certificate of Mailing

I certify that on the 29TH day of APRIL, 2008, I mailed, by certified mail, a true and correct copy of the Stipulation and Consent Order to:

Robert Michael Fain / Real-Prints, Inc.
425 Campbell Ct.
Richardson, TX 75080

Certified Mail # 7004 1160 0003 01956658


Pam Raddish
Executive Secretary