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Prosperity Capital, LLC
Douglas Kent Brooks
John Lewis Webster
Corey James Wood

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

IN THE MATTER OF:

**PROSPERITY INVESTMENT, LLC
PROSPERITY CAPITAL, LLC
BRANDON MARK MCBRIDE
DOUGLAS KENT BROOKS
JOHN LEWIS WEBSTER
COREY JAMES WOOD**

Respondents.

**RESPONSE TO ORDER TO SHOW
CAUSE, FOR RESPONDENTS:
PROSPERITY CAPITAL, LLC
DOUGLAS KENT BROOKS
JOHN LEWIS WEBSTER
COREY JAMES WOOD**

Docket No. SD 08-0010 (Prosperity Capital)
Docket No. SD 08-0012 (D. Brooks)
Docket No. SD 08-0013 (J. Webster)
Docket No. SD 08-0014 (C. Wood)

The Respondents, **DOUGLAS KENT BROOKS, JOHN LEWIS WEBSTER,** and
COREY JAMES WOOD, (herein collectively the "Respondents") by and through their
attorney, Joseph Jardine, JARDINE LAW OFFICES, P.C., hereby respond to the Order to Show

Cause in the above-entitled matter as follows:

The Respondents, Douglas Kent Brooks (“**Brooks**”), John Lewis Webster (“**Webster**”), and Corey James Wood (“**Wood**”), hereby respond to the individually numbered paragraphs of the Order to Show Cause as follows:

STATEMENT OF JURISDICTION

1. Respondents Admit that jurisdiction pursuant to U.C.A. § 61-1-20(1) is appropriate because the Division alleges that the Respondents violated § 61-1-1 (securities fraud) of the Act, while engaged in the offer and sale of securities in Utah; however the Respondents deny that they violated § 61-1-1.

STATEMENT OF FACTS

The Respondents

The Respondents hereby incorporate as though fully set forth herein the Respondents’ Statement of the Facts set forth in their Answer as background and additional facts shedding additional light on the responses to the allegations in the Order to Show Cause.

2. Admit both sentences on information and belief.

3. Admit both sentences; however, Prosperity Capital, LLC (Prosperity Capital) has not been conducting business since April 2007. The only reason the status is still “active” is because Respondents have not gone through the steps of dissolving the entity.

4. Admit on information and belief.

5. Admit.

6. Admit.

7. Admit.

General Allegations

8. Deny. In 2005, Brooks did not collect \$80,500 from anyone. Brooks was not a part of Prosperity Investment. McBride and Prosperity Investment collected the \$80,500 from AC. At a later time, Brooks, Wood, and Webster did collect \$60,000 from AC and \$19,000 from JB.

9. Admit that the lenders were told their money would be used in their business of investing in real estate, that the goal was to manage the risk to near zero by using strategies that were shown to the lenders, and that the lenders would receive whatever interest rate was agreed to in their respective promissory notes.

10. Admit.

11. Admit.

Investor AC

12. Respondent Brooks admits that he spoke to AC about Brandon Mark McBride (“**McBride**”) and McBride’s company, Prosperity Investment. Brooks was not an employee of Prosperity Investment, spoke in general terms regarding his understanding of an opportunity to lend money to that company at a significant interest rate, and referred AC to Prosperity Investment and/or McBride for a full explanation. Respondents Webster and Wood admit on information and belief.

13. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks admits as follows: Brooks was

not an employee of Prosperity Investment, and spoke in general terms regarding his understanding of an opportunity to lend money to that company at a significant interest rate. Brooks believed, based on his conversations with McBride, that funds loaned to Prosperity Investment would end up in a Franklin Squires-associated hard money fund that would be used to purchase properties having 20 - 30% equity, as well as other strategies, such as lease options and seller financing, and may have indicated to AC that this was his understanding. Brooks provided AC with no specific details because he had no specifics. Brooks referred AC to Prosperity Investment and/or McBride for a full explanation. Brooks denies the rest.

14. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks admits as follows: Brooks was not an employee of Prosperity Investment. Brooks provided AC with no specific details because he had no specifics as to how the equity would be used. Brooks referred AC to Prosperity Investment and/or McBride for a full explanation.

15. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and explained as follows: Brooks was not an employee of Prosperity Investment. Brooks provided AC with no specific details because he had no specifics. Brooks understood that McBride/Prosperity Investment was seeking individual lenders who would receive a promissory note in return for a loan. Brooks understood that the interest paid on a promissory note from McBride/Prosperity Investment would be whatever the parties agreed upon. Brooks referred AC to Prosperity Investment and/or McBride for a full explanation.

16. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and explained as follows: Brooks believed the model followed by Prosperity Investment to be solid and they had many options to mitigate their risk, and may have told this much to AC. Brooks was/is not a part of Prosperity Investments, so he provided AC with a phone number for McBride so AC could get information for himself.

17. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and explained as follows: Brooks had not loaned money to Prosperity Investment. AC was interested in learning more, so Brooks referred AC to those people whom Brooks knew had loaned money to Prosperity Investment. Brooks was simply trying to help AC get his questions answered.

18. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and explained as follows: Brooks had not loaned money to Prosperity Investment. Brooks was not an employee of Prosperity Investment. The information that Brooks had was that McBride was telling him that business was going well, and Brooks's family and his friend's father were receiving the interest payments that had been agreed in their respective notes. Acting as a friend, Brooks shared this information with AC.

19. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and

explained as follows: Brooks had not loaned money to Prosperity Investment. Brooks was not an employee of Prosperity Investment. The information that Brooks had was that McBride had indicated that Prosperity Investment would not accept small loans, and Brooks may have shared this information with AC. As indicated above, Brooks referred AC to McBride for the specifics.

20. Respondents lack personal knowledge of a meeting between AC and McBride, but Admit on information and belief that such a meeting took place.

21. Respondents Webster and Wood admit on information and belief to the extent admitted by Brooks herein and deny the rest. Respondent Brooks denies except as expressly admitted and explained as follows: Brooks was not an employee of Prosperity Investment. AC contacted Brooks with additional questions after meeting with McBride. Brooks told AC that Prosperity Investment was not his company, and that he could not further answer AC's questions and/or negotiate the terms of a loan. Brooks told AC that if he didn't feel comfortable loaning his money to Prosperity Investment then he should not do so.

22. Respondents lack personal knowledge and information sufficient to form a belief as to when AC made his decision to invest with Prosperity Investment and on that basis deny.

23. Respondents lack personal knowledge and information sufficient to form a belief as to the allegations of paragraph 23 and on that basis Deny. Respondents admit on information and belief that AC met with McBride.

24. Respondents lack personal knowledge and information sufficient to form a belief as to the allegations of paragraph 24 and on that basis, Deny, except as follows: Respondents admit on information and belief that AC loaned \$100,000 to Prosperity Investment, which included

\$19,500 of Wood's own funds.

25. Respondents Brooks and Webster admit on information and belief to the extent admitted by Wood and deny the rest. Wood admits as follows and denies the rest: AC approached Wood about Wood pooling some of Wood's money with AC's money so that AC could invest a total of \$100,000 with Prosperity Investment, thereby receiving a higher interest rate than a lesser loan amount would receive. After some consideration, Wood agreed to AC's proposal and pooled \$19,500 of his own funds with those of AC.

26. Admit on information and belief.

27. Respondents Brooks and Webster admit on information and belief. Respondent Wood admits that AC paid Wood his proportionate share of each interest payment and admits the rest on information and belief.

28. Deny the inference - that Brooks and McBride were joined in some way in a business venture - made from the assertion, "Brooks and McBride parted ways". Deny that Brooks and McBride were doing business together. Deny that Brooks and McBride were doing business together and then ceased doing business together. Deny that Brooks and McBride ceased to be friends. Admit that in or about January or February 2006, Brooks, Wood and Webster started Prosperity Capital, LLC ("Prosperity Capital").

29. Deny. Brooks, Wood and Webster did not pressure AC to move his money over from Prosperity Investment to Prosperity Capital. The discussion regarding AC moving his money from Prosperity Investment to Prosperity Capital was initiated by AC. AC asked one or more of Brooks, Wood and Webster what interest rate they would pay him if he loaned them money.

Brooks and Wood were friends with AC and grew up together, so they had many conversations on that basis. Respondents believe that AC likely wanted to see how much interest they would pay him, because at that point Wood had asked for and received from AC his \$19,500, and so now AC was making a lower interest rate from Prosperity Investment. Respondents admit that they had conversations with AC in which the possibility of AC loaning money to Prosperity Capital was discussed. Respondents specifically told AC that if he did not feel comfortable loaning them money, that he shouldn't do it, and that they did not need his money.

30. Deny. Respondents told AC that they believed Prosperity Investment was not directly utilizing the funds, and that, therefore, the funds may not be as safe. Respondents told AC that Prosperity Investment could change the interest rate they would pay on AC's loan at any time, according to Respondents' understanding of the terms of the note. Respondents explained that they started their own company so that they could have control over how the funds loaned to them would be utilized , and the interest they would pay.

31. Respondents showed AC their business model of buying under valued real estate and leveraging the equity to buy more real estate or to make other investments at the discretion of Prosperity Capital. AC knew that this was a brand new company and venture Respondents were starting and that Respondents were doing this full time.

32. Deny. See paragraph 30 above for explanation.

33. Admit that when AC inquired as to what interest rate Respondents would pay him if he loaned his money to them, Respondents told him they would pay 30% interest per year. Admit that Respondents understood that AC would only have received 24% annually from Prosperity

Investment after Wood requested his funds from AC and consequently lowered AC's amount with Prosperity Investment to below \$100,000. Deny the rest.

34. Admit Brooks told AC that Brooks' parents and brother-in-law had moved their loaned funds from Prosperity Investment to Prosperity Capital.

35. Deny. Brooks told AC that Brooks, Wood and Webster would try to mitigate the risk to as close to zero as possible and they showed AC their strategy for doing so. Respondents believed in their business process. Respondents believed in their ability to manage the risk, but Respondents did not ever represent that the loan was a low risk loan or was secured by any security such as real estate.

36. Admit. AC was friends with Brooks and Wood and did not ask for a track record because he knew their company, Prosperity Capital, was new.

37. Respondents lack sufficient information on which to form a belief as to the date on which AC decided to withdraw his funds from Prosperity Investment and on that basis deny that assertion. Respondents lack sufficient information on which to form a belief as to whether AC decided to withdraw his entire loan of \$80,500 from Prosperity Investment and loan it to Prosperity Capital. Respondents lack sufficient information on which to form a belief as to (i) the amount of the check given to AC by McBride, (ii) whether the check was a personal check, or (iii) whether the check was made payable to AC, and, therefore, denies these assertions.

38. Admit.

39. Admit.

40. Admit.

41. Admit on information and belief that AC bought a new truck in August 2006. Admit that AC approached Respondents about negotiating a higher interest rate on his loan - to cover the payment on his truck - if he doubled his loan amount. Admit that Brooks told AC if he doubled the amount loaned to Prosperity Capital, AC's monthly interest check would be enough to pay the amount AC represented to be his monthly truck payment. Deny the rest.

42. Admit.

43. Admit, except that Respondents understood that it was a loan with a note back, not an investment.

44. Admit, except that Respondents understood that it was a loan with a note back, not an investment.

45. Deny. The interest payments to AC had not stopped at this point and were not even late. Respondents set up a meeting with AC and talked to him about their situation and that they would not be able to make further payments.

46. Deny. Respondents did tell AC where his money went. Respondents explained that their expenses exceeded their income, and the reasons for this, and that they did not have the principal to repay him. Respondents explained to AC that they had not been able to generate enough profits to cover their expenses.

47. Admit.

48. Admit.

49. Admit.

Investor JB

50. Deny. Webster and JB's son, EB, are friends. Webster called JB, and JB's wife, CB, because JB's son, EB knew about what Respondents were doing and said that his parents were very interested. Respondents did not solicit JB in any way. JB expressed interest in Prosperity Capital through EB.

51. Admit, except that it was discussed in terms of a loan, not an investment. There was more than one conversation leading up to this discussion about a loan from JB. Webster called JB and CB because EB told Webster that they wanted to learn more about what Respondents were doing through Prosperity Capital. Respondents talked with JB about the potential to work something out with JB's rental investment property in Texas and JB's personal residence. Respondents explained to JB their business process and that they looked forward to finding a win-win opportunity with JB related to real estate. Respondents also talked with JB about possibly being a credit partner on a property, but these conversations were not about JB loaning money to Respondents. From Respondents' explanation to JB of their business process, JB was aware that Respondents would possibly accept a loan from JB; however, Respondents did not specifically ask JB to loan them money. Respondents left it up to JB to ask if he could loan them money, if he wanted to do so.

52. Admit. However, most of conversations were about potential opportunities for real estate investing, not about loaning money to Prosperity Capital. As far as Respondents know, JB didn't have any capital at that time to loan Respondents anyway. The only email sent to JB was in order to give him a referral to other people who had lent money to Prosperity Capital, which JB

had asked for.

53. Deny except as expressly admitted below:

- a. Admit that Respondents explained their business process of finding and purchasing real estate. Admit that JB was told that his loan would go into a pool of funds to further Prosperity Capital's business process at their sole discretion. JB signed a disclosure statement stating the same. *See* Exhibit A.
- b. Deny. The transaction was discussed in terms of a loan, not an investment. The minimum was considered on a case by case basis. The Respondents' intent was that they did not want many small loans to manage. Respondents decided to accept less than \$20,000 from JB because they felt \$19,000 was close enough. Respondents did not state that they accepted less than \$20,000 because JB was a friend of the family, which he is not. JB is the father of a friend and previous co-worker of Webster.
- c. Deny. Never at any time did Respondents state that there was no risk involved with a loan to Prosperity Capital. Respondents did say that they tried to manage or mitigate risk to as close to zero as possible, but never represented that there was no risk.
- d. Deny. Respondents explicitly said that the loan capital was not secured and stated that it was an unsecured promissory note. Respondents explained why they believed they could mitigate the risk to near zero which partly had to do with being able to liquidate real estate holdings.

- e. Admit.
 - f. Admit JB was told he could request return of the loaned funds at any time but it would take about one month to return the funds. The note was a demand note.
54. Admit that on or about December 27, 2006, Webster provided JB with contact information for other lenders. In December of 2006 was the first time Respondents had talked with JB at any length or in any detail about loaning funds to Prosperity Capital; when a loan was discussed with JB, it was because JB contacted Webster to see if Prosperity Capital would be willing to accept a loan from JB, and to find out what interest rate Prosperity Capital would pay.
55. Admit on information and belief. Respondents were always open about the fact that their lenders were relatives.
56. Admit that on or about January 5, 2007, JB loaned \$19,000 to Prosperity Capital, via wire transfer to Prosperity Capital's bank account. JB also signed a disclosure statement. *See Exhibit A.*
57. Admit.
58. Admit that JB's loan capital went into a pool of funds. Respondents cannot say what portion of JB's capital was used for what purpose, and therefore deny these statements on that basis.
59. Admit.
60. Admit. JB had attempted to call Webster because his interest payment was late. Webster did contact JB and made a payment. JB rescinded his demand for his loan principal.
61. Admit.

62. Admit.

63. Deny. Webster told JB that Respondents were working with an attorney on a number of issues and that Respondents wanted to prepare a repayment plan, but that they had to consider each lender in that plan. After receiving a notice from the State of Utah that there would be an investigation, Webster informed JB that Respondents would not spend time and money with their attorney drafting an agreement which may be rendered null and void by the investigation by the state and that Respondents would wait and see what the outcome of the investigation was.

64. Admit.

Causes of Action

COUNT I Securities Fraud under § 61-1-1 of the Act (Respondents)

65. Respondents hereby incorporate their responses to paragraphs 1 through 64 as though fully set forth herein.

66. It appears that the notes issued by Prosperity Capital to AC and JB are within the definition of “Security” in § 61-1-13(x)(i)(A).

67. Respondent Brooks was not a party to the offer and sale of any security by Prosperity Investment to AC. Brooks was an outsider, not affiliated with Prosperity Investment, and AC knew this. Brooks spoke to AC only in general terms regarding Prosperity Investment, and referred AC to McBride to learn the specifics. Brooks did not knowingly or intentionally or recklessly make any false statements to AC, directly or indirectly.

a. Any statements by Brooks, if any were made, regarding the risk involved were

statements of an outsider. Brooks was not employed by, controlled by, or answerable to McBride or Prosperity Investment. Any statements by Brooks were made on the reasonable basis of believing what his friend, McBride, and Brooks' relatives, were telling Brooks about Prosperity Investment. Brooks made it clear to AC that Brooks was not part of Prosperity Investment and that AC would have to speak with McBride to learn the details regarding Prosperity Investment.

- b. Any statements, if any were made, by Brooks regarding a minimum loan amount for Prosperity Investment were statements of an outsider. Brooks was not employed by, controlled by, or answerable to McBride or Prosperity Investment. Any statements by Brooks were made on the reasonable basis of believing what his friend, McBride, and Brooks' relatives, were telling Brooks about Prosperity Investment. Brooks made it clear to AC that Brooks was not part of Prosperity Investment and that AC would have to speak with McBride to learn the details regarding Prosperity Investment.

68. After the establishment of Prosperity Capital, LLC, Brooks, Wood and Webster were always and only acting in good faith in their capacity as members and/or managers of Prosperity Capital, LLC. At no time did Prosperity Capital, LLC, Brooks, Wood or Webster knowingly, intentionally, or recklessly make any false or misleading statements to AC or JB in connection with any loan received or note issued by Prosperity Capital, LLC.

- a. The Respondents never claimed that the loans were low risk. The Respondents did show AC and JB (at separate times) the strategies the

Respondents used and/or would use to minimize or mitigate the risk involved. The Respondents did state their goal to mitigate or manage their risk to near zero by the strategies shown in their business model presentation. The Respondents had a reasonable basis on which to state their risk management goal: first, the strategies had been taught to them through courses provided by a company they believed to be reputable, FranklinSquires; second, Brooks' good friend, McBride, had reportedly been using the risk management strategies for some time with good success to the best of Respondents' knowledge; third, to the best of Respondents' knowledge, no one who loaned money to McBride and Prosperity Investment had lost money or experienced a default by McBride and/or Prosperity Investment; fourth, Brooks' relatives, whom the Respondents believed to be reasonable, well educated people, had reviewed these same strategies which McBride and Prosperity Investment were using and had considered them sound and had loaned money to McBride and Prosperity Investment; and fifth, when Respondents started their own company to employ these same strategies, Brooks' relatives had loaned their money to the Respondents based on their understanding that these same methods of risk management would be used by Prosperity Capital. Respondents belief in the risk management strategies they presented to AC and JB was reasonable.

- b. When AC approached Brooks about doubling his loan amount and inquired about the interest rate that AC would receive, Brooks indicated that at the same

interest rate being paid to AC already, the amount of interest rate AC would receive would double if AC doubled the loan amount. Brooks understood that the amount of interest AC would receive by doubling his loan amount was equivalent to or greater than the amount of AC's truck payment as represented by AC. The Respondents had a reasonable basis for making this representation about the interest that would be paid to AC if he doubled his loan amount: first, the Respondents were already paying the agreed interest rate on the loan amount received from AC; second, Brooks was not offering a higher interest rate than that already being paid; third, the amount of interest that would be paid on a larger loan amount was a simple matter of mathematics; fourth, whether the monthly interest paid would cover AC's truck payment was also a simple matter of mathematics based on AC's representation as to the amount of the truck payment.

- c. Respondents explicitly said that the loan capital was not secured and stated that it was an unsecured promissory note.

69. Respondent Brooks was not a party to the offer and sale of any security by Prosperity Investment to AC. Brooks was an outsider, not affiliated with Prosperity Investment, and AC knew this. Brooks spoke to AC only in general terms regarding Prosperity Investment, and referred AC to McBride to learn the specifics. Brooks did not knowingly or intentionally or recklessly make any false statements to AC, directly or indirectly. Brooks was not a party to any offer or sale of securities between Prosperity Investment and AC, and therefore had no duty to disclose anything.

- a. Respondent Brooks was not a party to the offer and sale of any security by Prosperity Investment to AC. Brooks was an outsider, not affiliated with Prosperity Investment, and AC knew this. Brooks was not party to any transaction involving the alleged payment from AC to TSS Investments, LLC, and had no duty to provide any information regarding this alleged transaction.
- b. Regarding Prosperity Investment. Respondent Brooks was not a party to the offer and sale of any security by Prosperity Investment to AC. Brooks was an outsider, not affiliated with Prosperity Investment, and AC knew this. Brooks had no duty to provide AC with information typically provided in an offering circular or prospectus regarding Prosperity Investment. Brooks properly referred AC to McBride for this information.

Regarding Prosperity Capital. Brooks and the other Respondents were not aware of any law, rule or order of the Division requiring that information typically provided in an offering circular or prospectus be provided in conjunction with receiving a loan and providing an unsecured promissory note in exchange. If the Respondents did violate such a law, rule or order, they did not do so knowingly or intentionally. Respondents did not provide an offering circular or prospectus to AC. Nevertheless, the Respondents provided information to AC or knew that AC was aware of information as follows: AC knew that Prosperity Capital was a start up business with no significant operating history; AC knew that Prosperity Capital was a start up with no meaningful financial statements; AC knew that his friends

Brooks and Wood, as well as Webster, had no prior experience in real estate investing of the kind contemplated by the model shown to him by the Respondents; AC knew that Respondents were engaged in the business full time; AC knew who some or all of the few other lenders to Prosperity Capital were and had previously had contact with some or all of them. In no way did Respondents attempt to hide any material fact from AC regarding Prosperity Capital. In no way did Respondents attempt to defraud AC or misrepresent any material fact.

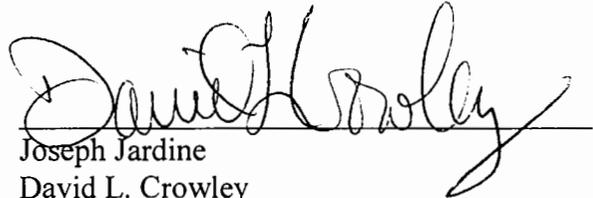
70. Brooks and the other Respondents were not aware of any law, rule or order of the Division requiring that information typically provided in an offering circular or prospectus be provided in conjunction with receiving a loan and providing an unsecured promissory note to JB in exchange. If the Respondents did violate such a law, rule or order, they did not do so knowingly or intentionally. Respondents did not provide an offering circular or prospectus to JB. JB was the father of EB, a friend of Brooks and Wood. Respondents did not solicit JB. Respondents were asked to contact JB by JB's son, EB. In no way did Respondents attempt to hide any material fact from JB regarding Prosperity Capital. In no way did Respondents attempt to defraud JB or misrepresent any material fact. Respondents explained their business process of finding and purchasing real estate to JB. JB was told that his loan would go into a pool of funds to further Prosperity Capital's business process at their sole discretion. JB signed a disclosure statement stating the same.

71. Prosperity Capital, LLC, Brooks, Wood, and Webster did not knowingly or intentionally violate § 61-1-1 of the Act. The Respondents began Prosperity Capital, LLC with the intention

of helping and/or protecting their relatives interests. They had no fraudulent intent. The Respondents believed in the business model they were using, and had seen it successfully used by McBride and Prosperity Investment.

DATED this 5th day of March, 2008.

JARDINE LAW OFFICES, P.C.

A handwritten signature in black ink, appearing to read "David L. Crowley", written over a horizontal line.

Joseph Jardine
David L. Crowley
Attorneys for Respondents Prosperity
Capital, LLC, Brooks, Wood, and Webster

MAILING CERTIFICATE

I hereby certify that on the 5th day of March, 2008, I caused a true and correct copy of the foregoing instrument to be delivered via U.S. mail, postage prepaid, hand delivery, and/or confirmed facsimile 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

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Mari Barnes