DIVISION OF SECURITIES
KEITH WOODWELL, DIRECTOR
DEPARTMENT OF COMMERCE
P.O. BOX 146760
160 EAST 300 SOUTH
SALT LAKE CITY, UTAH 84114-6711
Telephone: (801) 530-6628

BEFORE THE DIVISION OF SECURITIES

OF THE DEPARTMENT OF COMMERCE

OF THE STATE OF UTAH

IN THE MATTER OF:	**ORDER ON MOTION TO LIFT STAY and REQUEST FOR HEARING**
BLUE SOVEREIGN, LLC;	**CASE NO.** SD-08-0080
CARTLAN, LLC;	**CASE NO.** SD-08-0081
BRETT JASON COBB;	**CASE NO.** SD-08-0082
EVAN MCKAY NIELSON;	**CASE NO.** SD-08-0083
BRADLEY GARTH GREEN,	**CASE NO.** SD-08-0084
RESPONDENTS	

BY THE PRESIDING OFFICER:

The notice of agency action and order to show cause in this matter were sent by the Division of Securities (Division) to the above-named Respondents on August 13, 2008. In or about September of 2008, the parties stipulated to stay the proceedings pending the outcome of criminal charges filed against Respondents Cobb, Nielson, and Green. On May 8, 2013, the Division filed a motion to lift the stay so that the administrative case may proceed. The motion was mailed to Respondents at their last-known addresses and to the Respondents' respective counsel, giving them until May 20, 2013 to respond to the motion. Thereafter, the deadline for

response was continued to May 31, 2013 as to Respondents Cobb and Green.[1] As of the date of this order, none of the Respondents has filed a response.

The court dockets in the criminal cases reveal the following. On July 30, 2009, Respondent Cobb was found guilty in case number 081904012 (Third District Court, Salt Lake County, Utah) on four counts of second degree felony securities fraud. On October 2, 2009, Respondent Nielson was found guilty in case number 081904014 (Third District Court, Salt Lake County, Utah) on two counts of class A misdemeanor attempted securities fraud. Also on October 2, 2009, Respondent Green was found guilty in case number 081904013 (Third District Court, Salt Lake County, Utah) on two counts of class A misdemeanor attempted securities fraud.

Given the foregoing, the presiding officer finds that Respondents' convictions resolve their criminal cases. Therefore, the presiding officer finds that the administrative cases no longer need be stayed.

The Division's motion to lift the stay in this matter is granted. Pursuant to Utah Administrative Code § R151-4-205(3), Respondents shall answer the Division's order to show cause, attached hereto as Exhibit A, within 30 days of the date of this order. *See* Utah Administrative Code § R151-4-107, attached hereto as Exhibit B, in calculating this deadline.

An initial hearing will take place on July 9, 2013 at the Division of Securities, 2nd Floor, 160 East 300 South, Salt Lake City, Utah at 9:00 A.M.

[1] The presiding officer, on her own initiative, extended the deadline for Respondent Cobb when, on May 14, 2013, his counsel of record withdrew and informed this tribunal that Respondent Cobb is currently in jail. On May 16, 2013, the presiding officer mailed the motion to Respondent Cobb at the Garfield County Jail along with a letter explaining how to file a response. The deadline was extended for Respondent Green at his counsel's request.

Failure to file an answer by the 30-day deadline herein established or failure to attend the July 9, 2013 initial hearing shall constitute grounds for entry of default against Respondents without further notice or proceeding.

This order shall be effective on the signature date below.

DATED this 3rd day of June, 2013.

UTAH DEPARTMENT OF COMMERCE

Jennie T. Jonsson, Presiding Officer

Certificate of Service

I hereby certify that on the 3rd day of June, 2013, the undersigned served a true and correct copy of the foregoing document by first class mail, postage prepaid, to:

Blue Sovereign, LLC
Cartlan, LLC
Brett Jason Cobb #192545
Garfield County Jail
P.O. Box 370
Panguitch, UT 84759

Evan McKay Nielson
502 West 200 North
Payson, UT 84651

Bradley Garth Green
512 North 800 East
Spanish Fork, UT 84660

Bradley Garth Green
c/o Marcus R. Mumford; Joshua S. Ostler
Mumford Rawson LLC
15 West South Temple, Suite 1000
Salt Lake City, Utah 84101

and caused a copy to be hand delivered to:

Paul Amann, Assistant Attorney General
Division of Securities
Heber M. Wells Building, 5th Floor

Ann Skaggs
Division of Securities
Heber M. Wells Building, 2nd Floor

EXHIBIT A

ORDER TO SHOW CAUSE,
CASES SD-08-0080 through SD-08-0084

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:	**ORDER TO SHOW CAUSE**
BLUE SOVEREIGN, LLC	**Docket No.** SD-08-0080
CARTLAN, LLC	**Docket No.** SD-08-0081
BRETT JASON COBB	**Docket No.** SD-08-0082
EVAN MCKAY NIELSON	**Docket No.** SD-08-0083
BRADLEY GARTH GREEN	**Docket No.** SD-08-0084
Respondents.	

It appears to the Director of the Utah Division of Securities (Director) that Blue Sovereign, LLC, Cartlan, LLC, Brett Jason Cobb, Evan McKay Nielson, and Bradley Garth Green 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's) 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 they violated § 61-1-1 (securities fraud) of the Act, while engaged in the offer and sale of a security in or from Utah.

STATEMENT OF FACTS

THE RESPONDENTS

2. Blue Sovereign, LLC (Blue Sovereign) is a Utah limited liability company. Blue Sovereign was registered on June 5, 2006, and its entity status is currently "active." Brett Jason Cobb is the sole manager of Blue Sovereign.

3. Cartlan, LLC (Cartlan) is a Utah limited liability company. Cartlan was registered on May 25, 2006, and its entity status is currently "active." Brett Jason Cobb is the registered agent and sole member of Cartlan.

4. Brett Jason Cobb (Cobb) resides in Salt Lake County, Utah.

5. Evan McKay Nielson (Nielson) resides in Utah County, Utah. At all times relevant to the matters asserted herein, Nielson acted as an agent of Blue Sovereign and Cartlan.

6. Bradley Garth Green (Green) resides in Salt Lake County, Utah. At all times relevant to the matters asserted herein, Green acted as an agent of Blue Sovereign and Cartlan.

GENERAL ALLEGATIONS

7. Between March 2006 and December 2007, the Respondents solicited a total of at least $633,275 from at least eight Utah investors.

8. Respondents offered investors the opportunity to invest their money in "equity milling" programs, an emerald mine, or simply Blue Sovereign promissory notes.

9. Respondents told investors they would receive monthly interest payments of anywhere from one to five percent per month, depending upon the investor. Most investors received an unsecured promissory note from Blue Sovereign to evidence their investment.

10. Blue Sovereign's "equity milling" programs involved the creation of equity in homes or vehicles, which Blue Sovereign would purportedly invest in an unknown investment opportunity for a profit. Investors were told they could purchase a home or vehicle (financed through a commercial lender) from Blue Sovereign at a significantly higher value than paid by Blue Sovereign, and Blue Sovereign would lease back the home or vehicle from the investor and rent to someone else at the higher price. Investors were told the lease payments received from Blue Sovereign would not only cover payments due to the financial institutions, it would provide the investor with a profit.

11. The emerald mine was purportedly owned by Cobb's corporation, Fossil Stone Consulting, Inc. (Fossil Stone), and the one investor was told he could invest in the mine and receive monthly interest in return.

12. Investors received just a few interest / lease payments, and no return of their principal.

<u>Investor AB</u>

13. On or about January, 2007, investor AB met Cobb at Cobb's office in Salt Lake County,

Utah, to discuss an investment opportunity.

14. AB told Cobb she sold her home and planned to use the $130,000 profit to build a new home in Eagle Mountain, Utah. AB told Cobb her credit score was 800 but she was having trouble getting a construction loan.

15. At the January, 2007 meeting, Cobb told AB the following:

    a. AB should invest the $130,000 in Blue Sovereign while AB's new home was built;

    b. AB's investment would pay $1,300 per month in interest (1% per month);

    c. As soon as AB's home was complete, Cobb would get it appraised for $600,000;

    d. Over five years Cobb would make $1.5 million on AB's investment during which time AB could live in her new house for free while receiving monthly interest;

    e. At the end of five years, Cobb would pay AB's mortgage and give her the deed; and

    f. Cobb was buying property in Alpine, Utah for $2.8 million, which was actually worth $4 million, and Cobb planned to invest the difference once it sold.

16. Cobb told AB the following at another meeting on or about January 20, 2007:

    a. Cobb and Evan Nielson paid an unnamed attorney $600,000 to make sure their investment opportunity was legal;

    b. The minimum investment was $50,000; and

    c. AB would have to give 30 days notice to get her money back.

17. Cobb failed to tell AB, among other things, that he had an unpaid civil judgment against him by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005.

18. On January 19, 2007, AB invested $130,000 in Blue Sovereign, via wire transfer from Mountain West Title Company in Utah to Blue Sovereign's bank account at Mountain America Credit Union.

19. AB met with Nielson at Cobb's office on the same day to complete the paperwork. AB signed a Blue Sovereign promissory note prepared by Nielson, which he back-dated to January 1, 2007 so AB would receive a full month interest payment. AB did not receive the original note until March 2007.

20. The note bears the signature of Brett J. Cobb, Managing Director, Blue Sovereign. The note states that AB invested $130,000, and that she would receive monthly interest of 1%, or $1,300, beginning February 25, 2007.

21. On or about January 22, 2007, Cobb and AB signed a document entitled "Amendment to Promissory Note." In the amended note, AB agreed to "set up her appropriate LLC organization with Blue Sovereign structure in order to participate in its member benefits," and upon the completion of AB's home construction the note would "be converted to a 5 year contract."

22. In February and March 2007, AB received monthly interest checks of $1,300 each from Blue Sovereign. These were the only interest payments AB received.

23. On or about April 5, 2007, AB mailed a letter to Cobb's assistant requesting the return of her principal investment.

24. The following day AB received an e-mail from Cobb's assistant which stated "as of May 5 your funds will be returned."

25. Shortly after receiving the e-mail, Cobb called AB and said he was not in a position to pay anyone until he "closed a deal." Cobb told AB he would have her funds by the end of the week.

26. Cobb continued to provide AB with excuses as to why he could not return her money. For example, Cobb told AB he needed to wait for a "deal to fund;" money was "tied up" in a lawsuit; Blue Sovereign was experiencing serious cash flow deficiencies; and that there were "indiscretions with [Cobb's] signature stamp and misuse of assumed corporate authority by multiple employees."

27. To date, Cobb has not returned AB's investment, and Blue Sovereign and Cobb still owe AB $130,000 in principal alone.

28. Bank records reveal that after AB's investment was deposited into Blue Sovereign's bank account it was used by Cobb to pay what appear to be personal expenses.

Investor DF

The Auto Leasing Investment

29. On or about December 2006, Evan Nielson met DF and one of DF's employees at a restaurant in Utah County, Utah to discuss an investment opportunity.

30. At the meeting Nielson told DF about a car buying and leasing program which could make DF a profit. Nielson said sometimes institutions, like BYU, need to supplement their fleet of cars with additional vehicles. Nielson said Fossil Stone filled this need by leasing the additional vehicles to BYU. Nielson said Fossil Stone obtained its cars from investors who purchased the cars and allowed Fossil Stone to lease the cars.

31. The following day, DF and his employee met with Cobb, Green, and Nielson, at Nielson's office in Salt Lake County, Utah.

32. At the meeting, Cobb told DF the following:

    a. If DF purchased cars in DF's name, Cobb and Fossil Stone would lease the cars to others;

    b. Fossil Stone would make the car payments for DF from money collected from leasing the cars; and

    c. DF would make a minimum of $200 per month above and beyond the car payment on each vehicle.

33. DF asked what he needed to do to get started. Green replied, "go out and buy cars."

34. Nielson told DF that Nielson's wife had participated in a "car deal" with Cobb. Green also said he had participated in a few "car deals" and so had a friend.

35. Nielson told DF he had consulted with an unnamed securities attorney about the car deal, and that everything was legal.

36. Nielson told DF that Cobb had ownership in a car dealership in Salt Lake City, called

Signature Auto Sales and Leasing (Signature Auto Sales). Nielson said Cobb would provide a list of vehicles to Signature Auto Sales for DF to purchase.

37. Nielson failed to tell DF, among other things, that Cobb had an unpaid civil judgment against Cobb by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005; that Nielson and his wife filed for bankruptcy in 1999; and Nielson had an unpaid civil judgment against him by "Kensington Park" for $43,422 in the Third Judicial District Court from August 2005.

38. A few days later, Nielson called DF to see if he was still interested in the car deal. DF said yes.

39. Nielson drove DF to Signature Auto Sales the same day and introduced DF to S. Chaudhry, the owner of Signature Auto Sales. S. Chaudhry said Cobb gave him a list of cars along with instructions for S. Chaudhry to buy them as cheaply as possible at the auto action. S. Chaudhry explained that he then obtains financing for the cars at their highest possible value for purchasers like DF, and delivers the cars and the equity pulled from the cars to Cobb who has leased the cars from purchasers like DF.

40. DF asked S. Chaudhry if this arrangement would work. In response, S. Chaudhry said, "Would I put my dealership on the line if I didn't think it would work?"

41. S. Chaudhry arranged for DF to purchase the following cars:

Vehicle	Date Purchased	Financed By	Amt. Financed / Monthly Payment
07 GMC Yukon	12/26/06	America First CU	$48,670.75 / $740.53

06 GMC Yukon	12/26/06	Jordan Credit Union	$46,609.32 / $706.88
06 Lexus Truck	Unknown	Jordan Credit Union	Unknown / $720.92
07 Chevy Tahoe	12/26/06	Jordan Credit Union	$43,624.52 / $661.61
07 GMC Yukon	12/26/06	America First CU	$48,670.76 / $740.53

42. Chaudhry arranged the financing for the cars, and DF signed the sales contracts without reading them. DF had no contact with the credit unions that financed the vehicles until DF started making the monthly payments.

43. On or about January 16, 2007, at Cobb's office, Cobb's assistant gave DF a "Capital Lease with Option to Purchase" agreement for each vehicle, which all had been signed by Cobb.

44. Each lease agreement was between DF as the lessor, and Cartlan as the lessee.

45. DF received no other documents relating to the investment.

46. From January through April 2007 Cobb made the lease payments on the vehicles DF purchased,.

47. By June 20, 2007, DF had repossessed all but one of the vehicles from Cobb and Cartlan. DF found one vehicle had been leased to BYU for $1 per year, and the others were being driven by Cobb's employees.

48. DF made arrangements with America First Credit Union and Jordan Credit Union to sell the vehicles and finance the difference between the sale price and the remainder owed by DF.

The Emerald Mine Investment

49. On or about February 21, 2007, Nielson met DF in Utah County, Utah to discuss an investment opportunity in an emerald mine.

50. Nielson told DF the following regarding the emerald mine investment:

    a. Fossil Stone was going to purchase an emerald mine;

    b. Fossil Stone had been in business for one year;

    c. Cobb was the owner of Fossil Stone;

    d. Fossil Stone had a great record;

    e. DF had to invest $35,000 to participate; and

    f. DF would receive five points up front ($1,750) plus five percent per month for three months.

51. Nielson failed to tell DF, among other things, that Cobb had an unpaid civil judgment against Cobb by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005; that Nielson and his wife filed for bankruptcy in 1999; and Nielson had an unpaid civil judgment against him by "Kensington Park for $43,422 in the Third Judicial District Court from August 2005.

52. On the same day, Nielson drove DF to Chase Bank where DF purchased an official check for $35,000 made payable to Meridian Title.

53. Nielson drove DF to Meridian Title in Murray, Utah, where a Meridian Title employee took DF's check and gave Nielson a receipt. Nielson did not give DF a copy of the

receipt, even after DF requested a copy.

54. On or about March 2, 2007, DF received his five points ($1,750) from Blue Sovereign, via wire transfer into his bank account.

55. On or about March 28, 2007, DF received an interest payment of $1,750, via wire transfer from Blue Sovereign.

56. When the April interest payment did not arrive, DF's wife, TF, contacted Cobb's office and requested a copy of the promissory note associated with DF's investment in the emerald mine.

57. On or about May 9, 2007, Cobb's assistant sent TF a copy of the promissory note, via facsimile. The note was from Blue Sovereign to DF, dated February 21, 2007, and promised interest of 5% per month on the $35,000 investment. The note appears to have been signed by Cobb.

58. After receiving the note, TF spoke to Cobb's assistant and requested the return of their principal investment.

59. Cobb continued to provide DF with excuses as to why he could not return his money. Cobb told DF that Cobb was experiencing serious cash flow deficiencies, that there were "indiscretions with [Cobb's] signature stamp and misuse of assumed corporate authority by multiple employees," and that Cobb needed to wait for legal proceedings to be resolved before resuming payments.

60. To date, Cobb has not returned DF's investment, and DF is owed $35,000 in principal

alone.

61. Meridian Title's records reveal that all of DF's $35,000 was used by Cobb to pay for an extension on a $326,080 note held by an individual by the name of C. Jackson. The note was secured by a trust deed on Green's home.

Investor NB

62. In mid January 2007, NB met with Brad Green, at Green's office in Utah County, to discuss an investment opportunity.

63. At the meeting, Green told NB the following:

a. The company "mills houses;"

b. The company purchases properties, sells them to investors / buyers after having stripped the property of its equity;

c. The company rents the homes from the investor / buyer for an amount above the buyer's monthly payment, which creates positive cash flow for the investor / buyer; and

d. The company also "mills" cars and snowmobiles, and purchases emeralds which are cut and sold.

64. NB left the meeting not knowing the name of the company.

65. Approximately one or two weeks after the first meeting with Green, NB met with Green a second time at his office. Present at the second meeting were NB, NB's friend JJ, and Green.

66. At the second meeting, Green told NB and JJ the same things Green told NB in the first meeting. Green added that if Blue Sovereign stopped making payments, the investor would need a "back-up plan." Green also said Blue Sovereign had millions of dollars in assets and was not going away.

67. Green failed to tell NB, among other things, that Cobb had an unpaid civil judgment against him by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005.

68. NB contacted Blue Sovereign and was told to contact a particular lender and ask for "Matt." Matt approved NB for a $1.5 million loan over the telephone.

69. NB called Green and told Green to start looking for a property for NB to purchase. Green, however, failed to find a suitable property for NB.

70. In early February 2007, NB met for a third time at Blue Sovereign, this time with Green and Evan Nielson.

71. At the meeting, NB told Nielson that NB and JJ had approximately $66,000 to invest, and asked if there was a way they could make 2 to 3% per month with the company.

72. Nielson then asked Cobb to join the meeting.

73. Cobb told NB the following:

    a. NB could invest in a promissory note which would pay interest of 2% per month;

    b. Cobb would waive the minimum investment amount because NB and JJ had been trying to do business with the company; and

c. NB would have to sign a document entitled "Agreement of Understanding."

74. Nielson told NB the promissory note sale was Cobb's sale, not Nielson's. Nielson said Nielson had a securities license and his role at the company involved securities and investing.

75. At one of the meetings, Green told NB the company had a lot of investors and that Green and Nielson had invested their own money.

76. Cobb, Nielson, and Green failed to tell NB, among other things, that Cobb had an unpaid civil judgment against him by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005; that Nielson and his wife filed for bankruptcy in 1999; and Nielson had an unpaid civil judgment against him by "Kensington Park" for $43,422 in the Third Judicial District Court from August 2005.

77. On February 23, 2007, NB sent $40,000, via wire transfer, to a local Utah bank per Cobb's assistant's instructions. A few days later JJ invested $26,808 in the same account.

78. After investing NB received two promissory notes from Blue Sovereign, both of which were signed by Cobb as the Managing Director of Blue Sovereign. One of the notes was for JJ's investment.

79. NB's note was dated February 23, 2007, promised interest of 2% per month ($1,336.30), and matured in one year.

80. NB received just one interest payment of $800 on or about March 20, 2006.

81. On May 17, 2007, NB sent an e-mail to Cobb, asking for the return of NB's and JJ's investments.

82. To date, NB has not receiving his investment from Cobb, and is still owed $40,000 in principal alone.

83. Bank records reveal that some of NB's funds were used by Cobb to pay what appear to be personal expenses.

CAUSES OF ACTION

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

84. The Division incorporates and re-alleges paragraphs 1 through 83.

85. The promissory notes and investment contracts offered and sold by the Respondents are securities under § 61-1-13 of the Act. An investment contract includes,

> any investment in a common enterprise with the expectation of profit to be derived through the essential managerial efforts of someone other than the investor; or . . . any investment by which . . . an offeree furnishes initial value to an offerer; . . . a portion of this initial value is subjected to the risks of the enterprise; . . . the furnishing of the initial value is induced by the offerer's promises or representations which give rise to a reasonable understanding that a valuable benefit of some kind over and above the initial value will accrue to the offeree as a result of the operation of the enterprise; and . . . the offeree does not receive the right to exercise practical or actual control over the managerial decisions of the enterprise.

UTAH ADMIN. CODE R164-13-1(B)(1)(a) and 1(b).

86. In connection with the offer and sale of a security (promissory note) to AB, Blue

Sovereign and Cobb, directly or indirectly, made false statements, including, but not limited to, the following:

a. AB would receive interest of 1% per month if she invested $130,000 with Blue Sovereign, when in fact, Cobb had no reasonable basis on which to make this representation;

b. Cobb could get AB's home appraised for $600,000 as soon as it was built, when in fact, Cobb had no reasonable basis on which to make this representation;

c. Cobb would make $1.5 million on AB's investment in five years, and during that time AB could live in her home for free while receiving monthly interest payments;

d. At the end of five years, Cobb would pay AB's mortgage and give her the deed;

e. Cobb and Evan Nielson paid an attorney $600,000 to make sure the investment opportunity was legal; and

f. The minimum investment was $50,000.

87. In connection with the offer and sale of a security (car leasing deal) to DF, Cartlan, Cobb, Nielson, and Green, directly or indirectly, made false statements, including, but not limited to, the following:

a. DF would make a minimum of $200 per month on each vehicle;

b. Fossil Stone would make the car payments for DF from money collected from leasing the cars; and

c. Cobb had ownership in a car dealership in Salt Lake City.

88. In connection with the offer and sale of a security (the emerald mine / promissory note) to DF, Blue Sovereign, Nielson, and Cobb, directly or indirectly, made false statements, including, but not limited to, the following:

a. DF's money would be invested in an emerald mine, when in fact, Cobb used DF's investment to pay for an extension of the maturity date on another promissory note issued by Cobb;

b. Fossil Stone had a great record, when in fact, Nielson and Cobb had no reasonable basis on which to make this representation;

c. The minimum investment was $35,000; and

d. DF would receive five points up front, plus five percent per month for three months.

89. In connection with the offer of a security (house "milling") to NB, Blue Sovereign and Green, directly or indirectly, made false statements, including, but not limited to, the following:

a. The company "mills homes" by (1) purchasing homes and selling them to investors after stripping them of equity, and (2) renting the homes back from the investor for an amount above the investor's monthly payment, which creates positive cash flow for the investor;

b. The company also "mills" cars and snowmobiles;

c. The company purchases emeralds which are cut and sold; and

d. The company has millions of dollars in assets and is not going away.

90. In connection with the offer and sale of a security (promissory note) to NB, Blue Sovereign, Cobb, Nielson, and Green, directly or indirectly, made false statements, including, but not limited to, the following:

a. NB would receive 2% per month from an investment, when in fact, Cobb, Nielson, and Green, had no reasonable basis on which to make this representation; and

b. The company had a lot of investors.

91. In connection with the offer and sale of securities, the Respondents, directly or indirectly, failed to disclose material information, including, but not limited to, the following, which was necessary in order to make representations made, in the light of the circumstances under which they were made, not misleading:

a. Cobb had an unpaid civil judgment against him by Caldwell Real Estate, LLC for $106,090 in the Third Judicial District Court from November 2005;

b. Nielson and his wife filed for bankruptcy in 1999;

c. Nielson had an unpaid civil judgment against him by "Kensington Park" for $43,422 in the Third Judicial District Court from August 2005;

d. Some or all of the information typically provided in an offering circular or prospectus regarding Blue Sovereign, Cartlan, and Fossil Stone, such as:

i. Issuer's business and operating history.

ii. Identities of principals in the company along with their experience in this type of business.

iii. Financial statements of the company.

iv. The market for the product of the company.

v. The nature of the competition for the product.

vi. Current capitalization of the issuer.

vii. The track record of the company to investors.

viii. Risk factors for investors.

ix. The number of other investors.

x. The disposition of any investments received if the minimum capitalization is not achieved.

xi. The liquidity of the investment.

xii. Discussion of pertinent suitability factors for the investment.

xiii. The proposed use of the investment proceeds.

xiv. Any involvement of the issuer or the principals in certain legal proceedings, including bankruptcy and prior violation of state or federal securities laws.

xv. Any conflicts of interest the issuer, the principals, or the agent may have with regard to the investment.

xvi. Agent commissions or compensation for selling investment.

xvii. Whether the investment is a registered security or exempt from registration.

xviii. Whether the person selling the investment was licensed.

92. Based upon the foregoing, Blue Sovereign, LLC, Cartlan, LLC, Brett Jason Cobb, Evan McKay Nielson, and Bradley Garth Green violated § 61-1-1 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 Tuesday, September 9, 2008, at 9:00 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 Blue Sovereign, LLC, Cartlan, LLC, Brett Jason Cobb, Evan McKay Nielson, and Bradley Garth Green should not be found to have engaged in the violations alleged by the Division in this Order to Show Cause;

b. Why Blue Sovereign, LLC, Cartlan, LLC, Brett Jason Cobb, Evan McKay Nielson, and Bradley Garth Green 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 Blue Sovereign, LLC should not be ordered to pay a fine of six hundred fifty thousand dollars ($650,000), which may be reduced by restitution paid to the victims;

d. Why Cartlan, LLC should not be ordered to pay a fine of two hundred thousand dollars ($200,000), which may be reduced by restitution paid to the victims;

e. Why Brett Jason Cobb should not be ordered to pay a fine of eight hundred fifty thousand dollars ($850,000), which may be reduced by restitution paid to the victims;

f. Why Evan McKay Nielson should not be ordered to pay a fine of five hundred twenty five thousand dollars ($525,000), which may be reduced by restitution paid to the victim; and

g. Why Bradley Garth Green should not be ordered to pay a fine of four hundred seventy five thousand dollars ($475,000), which may be reduced by restitution paid to the victim.

DATED this 7th day of August, 2008.

KEITH WOODWELL
Director, Utah Division of Securities

EXHIBIT B

UTAH ADMINISTRATIVE CODE § R151-4-107

R151. Commerce, Administration.
R151-4. Department of Commerce Administrative Procedures Act Rule.
R151-4-107. Computation of Time.

(1) Periods of time in department proceedings shall:

(a) exclude the first day of the act, event, or default from which the time begins to run; and

(b) include the last day unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(2) When a period of time is less than seven days, Saturdays, Sundays, and legal holidays are excluded.

(3)(a)(i) When a period of time runs after the service of a document by mail, three days shall be added to the end of the prescribed period.

(ii) Except as provided in R151-4-107(1)(b), these three days include Saturdays, Sundays, and legal holidays.

(b) No additional time is provided if service is accomplished by electronic means.