

Division of Securities  
Utah Department of Commerce  
160 East 300 South  
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

<p><b>IN THE MATTER OF:</b></p> <p><b>CHANGE WITHOUT BOUNDARIES, INC. MARTIN E. CROWE,</b></p> <p><b>Respondents.</b></p>	<p><b>STIPULATION AND CONSENT ORDER</b></p> <p>Docket No. <i>SD-10-0014</i> Docket No. <i>SD-10-0018</i></p>
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The Utah Division of Securities (the Division), by and through its Director of Enforcement, Michael Hines, and Change Without Boundaries, Inc. and Martin E. Crowe hereby stipulate and agree as follows:

1. Change Without Boundaries, Inc. and Martin E. Crowe 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, the Division issued an Order to Show Cause to Respondents on April 12, 2010, alleging violations of the anti-fraud provision of the Act.

3. In lieu of filing a response to the Order to Show Cause, the Respondents and the Division have agreed to resolve this matter by way of a stipulation and consent order.
4. Respondents waive any right to a hearing to challenge the Division=s evidence and present evidence on their behalf.
5. Respondents acknowledge that this agreement stipulation and consent order does not affect any enforcement action that might be brought by a criminal prosecutor or any other local, state, or federal enforcement authority.
6. Respondents admit the jurisdiction of the Division over them and over the subject matter of this action.

### **I. THE DIVISION=S FINDINGS OF FACT**

#### **THE RESPONDENTS**

7. Change Without Boundaries, Inc. (CWB) is a Colorado corporation, registered April 2, 2006. Martin E. Crowe is listed as the registered agent and incorporator for CWB. CWB=s status is delinquent. CWB was never registered in Utah as a foreign corporation, and has never been licensed by the Division as a broker/dealer agent nor an issuer/agent to sell securities.
8. Martin E. Crowe (Crowe) was, at all relevant times, a resident of Colorado. Crowe has never been licensed as a broker-dealer, agent, investment advisor, or investment advisor representative in Utah.

#### **GENERAL ALLEGATIONS**

9. From approximately February 2007 to March 2007, Respondents offered and sold securities to an investor, in or from Utah, and collected a total of approximately \$4,500.
10. Respondents made material omissions in connection with the offer and sale of securities to the investor below.
11. The investor lost \$4,500 in principal alone.

INVESTOR JG

12. In February 2007, JG learned from his brother-in-law in Colorado that Crowe was starting up a new company, CWB. JG=s brother-in-law told JG that CWB was going to use biblical-based principles to help people with weight loss and the company was worth investigating.
13. Later in February 2007, JG had a telephone conversation with Crowe about CWB at his home in West Jordan, Utah. During the conversation, Respondents made the following representations about CWB and Crowe:
  - a. A one year investment in CWB would yield a return of 15%;
  - b. 1% of all profits would be divided between all investors;
  - c. There was a \$4,500 minimum investment;
  - d. Crowe had already written a book and investor funds would be used to publish the book;
  - e. Crowe would use investor money to help with marketing;
  - f. Crowe would use investor money to help build the company;

- g. Crowe would use investor money to help support himself;
  - h. Crowe had already established contacts with a Midwest radio station;
  - i. Crowe=s book was being considered by Harpo and he and his book were in the process of being booked to be on the Oprah Show;
  - j. Crowe needed to raise a total of \$1,000,000; and
  - k. Crowe had previous business successes in the fast food industry while he lived in California.
14. JG had one more telephone conversation with Crowe after their conversation in February 2007. Crowe reiterated everything he said in the first conversation.
15. Based on Crowe=s representations, JG decided to invest \$4,500 with in CWB.
16. On March 28, 2007, JG mailed a Zions Bank Official Check to Crowe. The check was made payable to Martin Crowe for \$4,500.
17. Following the investment, JG received a Full Recourse Promissory Note for \$4,500 dated March 29, 2007 and signed by Crowe.
18. The promissory note stated the following:
- Martin Crowe promises to pay the face value of \$4,500 plus 15% interest for one year which total sum of \$5,175 to [JG] at designated place on or before March 29, 2008 or sooner for value received. Martin Crowe promises to award a Limited Partnership Share equal to the face value of this note in the Colorado Limited

Partnership agreement known as **CHANGE WITHOUT BOUNDARIES, LTD.**, upon the full payment of this note to the beneficiary. In the event of any disagreements between parties to this note, both parties agree to settle any disagreements through binding arbitration, the cost of which will be the responsibility of the maker of this note, Martin Crowe.

19. In November 2008, JG made a request to Crowe for the investment funds to be returned, but Crowe has not paid back the principal or interest. CWB owes JG \$4,500 in principal alone.

**MATERIAL MISREPRESENTATIONS AND OMISSIONS**

20. In connection with the offer and sale of a security, 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 not misleading:
- a. Some or all of the information typically provided in an offering circular or prospectus regarding CWB, such as:
    - i. The business and operating history for CWB or Crowe;
    - ii. Financial statements;
    - iii. Risk factors for investors;
    - iv. Suitability factors for the investment;
  - b. How investment funds would be used if the minimum

capitalization was not achieved.

## **II. THE DIVISION=S CONCLUSIONS OF LAW**

21. Based on the Division=s investigative findings, the Division concluded that:
- a. The investment opportunities offered and sold by Respondents are securities under ' 61-1-13 of the Act;
  - b. Respondent violated ' 61-1-1 of the Act by omitting to state material facts in connection with the offer and sale of a security.

## **III. REMEDIAL ACTIONS/SANCTIONS**

22. Without admitting or denying the Division=s findings and conclusions, the Respondents consent to the sanctions below being imposed by the Division.
23. Respondents represent that any information they provided to the Division as part of the Division=s investigation of this matter is accurate.
24. Respondents agree to the imposition of a cease and desist order, prohibiting them from any future conduct that violates the Act.
25. Pursuant to Utah Code Ann. ' 61-1-6(1)(d) and in consideration of the guidelines set forth in Utah Admin. Code Rule R164-31-1, the Division imposes a fine of \$10,000 to be paid jointly and severally by Respondents.
26. As part of the resolution of this matter, Respondents have expressed a willingness and desire to repay the monies collected from JG according to the following terms:

- a. Respondents shall repay to JG directly all monies collected from JG, to wit:  
\$4,500.
  - b. Beginning July 31, 2010, and continuing on the last day of each month thereafter through June 30, 2011, Respondents shall make monthly payments of at least \$100 to JG.
  - c. Beginning July 31, 2011, and continuing on the last day of each month thereafter until the then unpaid balance of the total of \$4,500 due and owing to JG is paid in full, Respondents shall make monthly payments of at least \$250 to JG until the remaining balance of \$4,500 has been paid in full, but in any event such remaining balance shall be paid in full within 60 months of the date of this Consent order. All payments made by Respondents to JG shall be transmitted by regular mail. U.S. postage prepaid..
  - d. Respondents shall maintain records verifying payments made to JG in the form of a copy of the cover letter transmitting each check and a copy of the check made payable to JG. Within 20 days after each payment has been mailed to JG with such letter of transmittal, Respondents shall provide a copy of the front and back of each check and a copy of the letter of transmittal to the Division.
27. Each dollar paid by Respondents to the investor shall be credited by the Division toward payment of the fine, up to \$4,500. If Respondents do not timely repay amounts due JG or materially violate any of the terms of this Stipulation and Consent Order, after notice and

opportunity to be heard before an administrative officer, the entire fine, less any amounts paid to JG, shall become immediately due.

28. If Respondents do timely repay amounts due JG, the remaining \$5,500 of the fine amount shall be waived for sixty months from the entry of this Consent Order conditioned upon no future securities violation during that time.
29. Respondents agree to cooperate with the Division, the State of Utah, and the Federal Government in any future investigations and/or prosecutions relevant to the matter herein.

#### **IV. FINAL RESOLUTION**

30. Respondents acknowledge that this Stipulation and Consent Order, upon approval by the Securities Commission shall be the final compromise and settlement of this matter.
31. Respondents further acknowledge that if the Securities Commission does not accept the terms of this Stipulation and Consent Order, it shall be deemed null and void and without any force or effect whatsoever.
32. Respondents acknowledge that this Stipulation and 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 Order does not affect any criminal causes of action that may arise as a result of their conduct referenced herein.
33. This Stipulation and 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 the Order in any way.

Utah Division of Securities

Date: 6/22/10  
By: [Signature]  
Michael Hines  
Director of Enforcement

Approved:

[Signature]  
Jeff Buckner  
Assistant Attorney General  
J.S.

Respondent Crowe

Date: 6-16-2010  
By: [Signature]  
Martin E. Crowe

**ORDER**

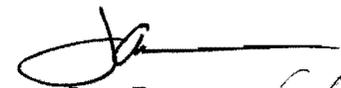
**IT IS HEREBY ORDERED THAT:**

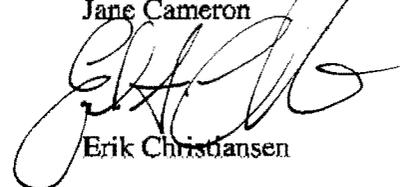
1. The Division has made a sufficient showing of Findings of Fact and Conclusions of Law to form a basis for this settlement.
2. Respondents shall cease and desists from violating the Utah Uniform Securities Act.
3. Division imposes a fine of \$10,000 off-set by restitution payments to investor JG.
4. Up to \$5,500 of the fine amount will be waived conditioned on full payment by Respondents to investor JG of \$4,500 and no future securities violations for sixty months.
5. If Respondents materially violate any of the terms of this Order the full fine amount shall be imposed against the Respondents, jointly and severally, and become due immediately.
6. Respondents cooperate with the Division in any future investigations.

**BY THE UTAH SECURITIES COMMISSION:**

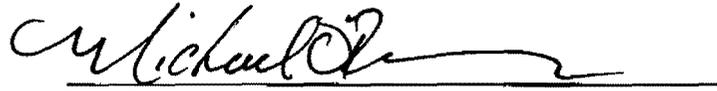
DATED this 24<sup>th</sup> day of June, 2010.

  
 Tim Bangerter

  
 Jane Cameron

  
 Erik Christiansen

Laura Polacheck

A handwritten signature in black ink, appearing to read "Michael O'Brien", written over a solid horizontal line.

Michael O'Brien

**Certificate of Mailing**

I certify that on the 29th day of June, 2010, I mailed, by certified mail, a

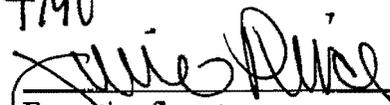
true and correct copy of the Stipulation and Consent Order to:

Martin E. Crowe  
18029 E. Orchard Place  
Aurora, CO 80016

Certified Mailing # 7008 1140 000 11042 2828

Michael J. Norton  
Burns Figa & Will P.C.  
c/o Martin E. Crowe  
6400 S. Fiddler=s Green Circle, Ste. 1000  
Greenwood Village, CO 80111

Certified Mailing # 7009 2820 0001 2595 4790

  
Executive Secretary