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Attorney for Respondents Arpeggio Investments, LLC,
Stanley Duane Parrish and Tyson D. Williams.

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

IN THE MATTER OF:	**RESPONSE TO ORDER TO SHOW CAUSE**
ARPEGGIO INVESTMENTS, LLC	Docket No.: SD-10-0065
TRUMP ALLIANCE, LLC	Docket No.: SD-10-0066
STANLEY DUANE PARRISH	Docket No.: SD-10-0067
STEPHEN RONALD TRUMP	Docket No.: SD-10-0068
TYSON D. WILLIAMS	Docket No.: SD-10-0069
Respondents.	

Respondents Arpeggio Investments, LLC ("Arpeggio"), Stanley Duane Parrish ("Parrish"), and Tyson D. Williams ("Williams") (collectively referred to as "Respondents"), by and through undersigned counsel, and pursuant to Utah Code Ann. § 63G-4-204(1), hereby submit their Response to Order to Show Cause.

A. Agency's File Number

The agency case number for this matter is 100014. The relevant docket numbers are listed in the caption of this Response.

B. Name of the Adjudicative Proceeding

The name of this adjudicative proceeding is listed in the caption of this Response.

C. Statement of Relief Sought by Respondents

By this Response, Respondents respectfully request that the adjudicative proceedings against them be dismissed in their entirety.

D. Statement of Facts

The following facts are relevant to the relief sought by Respondents. By this Statement of Facts, Respondents in no way admit to the allegations contained in the Order to Show Cause.

1. Following the Order to Show Cause filed on or about September 30, 2010, Respondents engaged in settlement discussions with Stephen Ronald Trump and the individual identified in the Order to Show Cause as "MG," Matthew Garner ("Garner"). A copy of the Settlement Agreement and General Release by and between Garner, Trump and Arpeggio is attached hereto as Exhibit A.

2. In the course of settlement discussions, Garner acknowledged he placed his money with Trump, and Arpeggio accepted that money from Trump, pursuant to a subscription agreement. *Id.*

3. Garner acknowledged that Respondents dispute his recitation of "facts" to the Division. *Id.*

4. Garner also stated that he now understands and believes that there was no intentional wrongdoing on the part of Respondents with respect to money he gave to Trump. *Id.*

5. As part of the settlement, Garner received from Trump (via Arpeggio) a full refund of the $25,000 he had given to Trump. *Id.* This was in addition to amounts Garner received from Trump earlier, as indicated in the Order to Show Cause. OSC ¶ 23.

6. Concurrent with the settlement agreement by and between Garner, Trump and Arpeggio, attached as Exhibit A, Trump and Arpeggio entered into a separate Settlement Agreement and General Release, concerning similar matters, attached as Exhibit B.

7. Further, the parties agreed to a general release of all claims related to Garner's investment with Trump and the settlement rescinded and superseded any prior agreements concerning the same.

E. Statement of Reasons that Relief Sought by Respondents Should Be Granted

Following the Order to Show Cause in this matter, Garner acknowledged that his recitation of events to the Division was disputed and that he did not believe there was any intentional wrongdoing on Respondents' part. Exhibit A. Respondents did not offer or sell any securities to Garner. Garner loaned his money with Trump, and Trump entered into a transaction with Arpeggio. The transaction between Trump and Arpeggio was discrete and done pursuant to a Subscription Agreement. That Subscription Agreement has since been rescinded based, in part,

on information presented and alleged in the Order to Show Cause, and a subsequent rescission offering.

As the parties worked this out in settlement, Trump received back a sufficient portion of the principal he invested in Arpeggio to return, in full, the $25,000 Garner loaned him, and Trump's interest in Arpeggio was restated as part of the settlement and rescission offering. Garner agreed to release any claims he has against Trump or Respondents.

In short, after Respondents were made aware of Garner's claims, they took proactive measures to make things right, not just concerning Garner but other investors as well, making disclosures alleged to have been omitted, and executing a full rescission offering with all Arpeggio investors. Accordingly, Respondents have shown cause for this adjudicative proceeding to be dismissed against them.

F. Additional Requirements from Presiding Officer

Respondents respond to each numbered paragraph of the Order to Show Cause as follows:

1. Admit that jurisdiction is appropriate. Deny any violation of § 61-1-1.

2. Admit except to the need for licensure as alleged.

3. Respondents do not admit or deny the allegations of paragraph 3 because they concern other parties.

4. Admit except to the need for licensure as alleged.

5. Respondents do not admit or deny the allegations of paragraph 5 because they concern other parties.

6. Admit except to the need for licensure as alleged.

7. Deny.

8. Deny.

9. Deny.

10. Respondents do not admit or deny the allegations of paragraph 10 because they concern other parties.

11. Respondents do not admit or deny the allegations of paragraph 11 because they concern other parties.

12. Respondents do not admit or deny the allegations of paragraph 12 because they concern other parties.

13. Respondents do not admit or deny the allegations of paragraph 13 because they concern other parties.

14. Admit that Williams and Parrish met Garner at some point. Deny that Respondents made representations as alleged. The remaining allegations concern other parties and are therefore denied.

15. Deny that Respondents solicited or presented investment opportunity to Garner. Deny the remaining allegations in paragraph 15.

16. Deny.

17. Respondents do not admit or deny the allegations of paragraph 17 because they concern other parties.

18. Respondents do not admit or deny the allegations of paragraph 18 because they concern other parties.

19. Admit that Arpeggio received $25,000, with other money, as investment from Trump. Deny that the receipt of that money was based on representations of Respondents to Garner.

20. Respondents do not admit or deny the allegations of paragraph 20 because they concern other parties.

21. Respondents do not admit or deny the allegations of paragraph 21 because they concern other parties.

22. Respondents do not admit or deny the allegations of paragraph 22 because they concern other parties.

23. The allegations concern other parties. Respondents aver that Garner has received from Trump the full amount of the money he loaned, $25,000, in addition to other amount Garner received from Trump, and has given a release of all claims to Trump and Respondents. See attached Exhibit A.

24. Respondents incorporate responses above.

25. Deny.

26. Deny.

27. Deny that Respondents offered or sold securities to Garner. Deny needing to make disclosures to Garner. As to the substance of alleged omissions in paragraph 27,

Respondents assert that they always discussed raising an amount of 1.5 million to 1.8 million dollars and that the tax lien against Parrish was later set aside.

The following defenses, including affirmative defenses, were applicable at the time of the conduct:

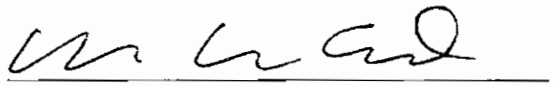
1. Respondents did not offer or sell securities to Garner. Garner loaned money to Trump, and Trump invested that money with other in Arpeggio in , which he later forfeited as part of the rescission offer and settlement agreement.

2. Garner has since accepted a rescission offer from Trump, and received a full refund of his $25,000 principal. Garner has provided full release to Trump and Respondents.

3. Garner has further acknowledged the inaccuracies in his recitation of events to the Division and affirmed that he now understand and believes that Respondents did not intentionally commit any wrongs against him.

4. Respondents have since provided their rescission offering to the Division.

DATED this 25th day of 2013.



Marcus R. Mumford
Attorney for Respondents

Exhibit A

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Matthew Garner ("Garner") enters into this Settlement Agreement with Steve Trump ("Trump") and Arpeggio Investments, Inc. (hereinafter, "Arpeggio Investments") for the consideration hereinafter set forth.

RECITALS

A. Garner placed money with Trump, and Arpeggio Investments accepted that money, pursuant to a Subscription Agreement with Trump (the "Subscription Agreement").

B. Garner has since raised certain potential legal claims against Trump, Arpeggio Investments and its principals arising or relating to money that Garner placed with Arpeggio Investments via Trump and relating to alleged representations made to Garner.

C. Garner acknowledges that Trump and Arpeggio Investments, and its principals, dispute his claims, and, in the spirit of compromise, agrees and states that he now understands and believes there was no intentional wrongdoing on the part of Trump or Arpeggio Investments or its principals.

D. The parties desire to settle all claims raised in their entirety.

E. The parties enter into this Agreement freely and agree that all statements and negotiations leading up to this Agreement and compromise constitute subsequent remedial measures and statements made in compromise negotiations under the Utah Rules of Evidence and Federal Rules of Evidence, and that nothing in this Agreement or the negotiations leading up to it shall be construed as an effort to obstruct or unduly influence any proceeding concerning Arpeggio Investments, the parties, or individuals acting on behalf of the parties.

AGREEMENT

In consideration for the mutual promises and other good and valuable consideration, the parties release all, real or potential, claims between them, and agree as follows:

1. **Return of Principal.** Trump (via Arpeggio Investments) will return to Garner the $25,000 Garner placed with Trump to be invested in Arpeggio Investments. In return, Garner forever forfeits and acquits any direct or indirect interest he may have had in Trump's business and/or Arpeggio Investments.

2. **Release of Claims.** In consideration of the promises and payments referenced above, Garner, for and on behalf of his successors and assigns, and related parties, hereby releases, acquits and forever discharges Trump, and his successors and assigns, and Arpeggio Investments and its principals, employees, managers, attorneys, agents, servants, representatives, employers, subsidiaries, affiliates, partners, predecessors and successors in interest, and all other persons or entities for whose conduct they may be liable, of and from any and all claims, demands, damages, causes of action, suits and liabilities which the parties now have or which may hereafter accrue because of, arising out of or in any way connected with the money Garner placed with Trump to be invested in Arpeggio Investments.

3. **Supersede Prior Agreements.** The parties hereto acknowledge and agree that this Agreement replaces and supersedes all prior agreements between the parties related to the legal action reference herein whether oral or in writing.

4. **Attorney Fees:** Should either party incur attorney fees in an effort to enforce the terms of this Agreement, or because of a breach of the Agreement by the other party, the prevailing party in any such dispute shall be entitled to recover their reasonable attorney fees and costs whether incurred before or after commencing a legal action against the breaching party and for any reasonable attorney fees incurred in attempting to collect the amount owing under the Agreement.

5. **Separate Counter-Parts:** This Agreement may be executed in multiple counterpart originals, and in such case this Agreement shall have the same force and effect as if all signatures appeared on the same original. For purposes of this Agreement and the documents required hereby and executed copy shall be considered an executed original. Facsimile signatures shall have the same force and effect as original signatures.

6. **Complete Agreement:** The parties expressly acknowledge that this Agreement constitutes the entire agreement between the parties with regard to the settlement of this claim. This Agreement cannot be modified or amended unless in writing signed by parties.

7. **Authority to Sign:** The signatory of each party to the Agreement represents and warrants to the other party that he/she has complete and unrestricted authority to execute this Agreement and to by the Party to the terms, conditions, releases and indemnifications of the Agreement.

8. **Invalidity of Any Provision:** If any Portion of this Agreement shall be or become illegal, invalid, or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity, or unenforceability, without **invalidating** the remainder of such provision or the remaining portion of the Agreement.

9. **Jurisdiction and Attorney Fees:** The parties agree that any action or lawsuit arising out of this Agreement, including but not limited to any action brought to enforce the terms of this Agreement, shall be brought in the federal or state courts of the State of Utah. The parties agree that they are subject to the personal jurisdiction of such courts for the purposes of any such lawsuit or action. The prevailing party shall be entitled to costs and attorney fees.

Matthew Garner

Date: 1.13.11

Steve Trump

Date: 1/13/11

Arpeggio Investments, Inc.

Stanley D Parrish

Date: 1/13/11

Exhibit B

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Arpeggio Investments, Inc. (hereinafter, "Arpeggio Investments") enters into this Settlement Agreement and General Release ("Agreement") with Steve Trump ("Trump") for the consideration hereinafter set forth.

RECITALS

A. Arpeggio Investments accepted money from Trump in Arpeggio Investments, which included money that Trump had obtained from a number of individuals and entities. Arpeggio Investments' relationship with Trump, included any indirect relationship with these other individuals, was governed by the terms of the Arpeggio Investments Subscription Agreement (the "Subscription Agreement").

B. Certain potential legal claims have been raised against Trump, Arpeggio Investments (and its principals) arising or relating to money that Trump placed with Arpeggio Investments pursuant the Subscription Agreement, and the parties desire to settle those claims in their entirety.

C. The parties enter into this Agreement freely and agree that all statements and negotiations leading up to this Agreement and compromise constitute subsequent remedial measures and statements made in compromise negotiations under the Utah Rules of Evidence and Federal Rules of Evidence, and that nothing in this Agreement or the negotiations leading up to it shall be construed as an effort to obstruct or unduly influence any proceeding concerning Arpeggio Investments, the parties, or individuals acting on behalf of the parties.

AGREEMENT

In consideration for the mutual promises and other good and valuable consideration, the parties release all, real or potential, claims between them, and agree as follows:

1. **Partial Return of Principal.** Arpeggio Investments will return to Trump a portion of the principal Trump placed with Arpeggio Investments pursuant to the Subscription Agreement, in the amount of $25,000. In return, Trump agrees to a proportionate reduction of his ownership interest and an additional one-time reduction of his individual ownership interest in Arpeggio Investments in the amount of .12%.

2. **Use of the Returned Principal.** Trump agrees and covenants to use the partial return of principal solely for the purpose of satisfying the legal claims raised by those individuals who placed money with him, which he placed with Arpeggio Investments. Trump agrees and covenants to obtain a release from any individual raising claims against him, and take any further reasonable measures necessary to obtain said release(s). If Trump is unable to obtain said release(s), he agrees and covenants to return the returned principal to Arpeggio Investments.

3. **Release of Claims.** In consideration of the promises and payments referenced above, Trump for and on behalf of their successors and assigns, and related party, hereby release, acquit and forever discharge Arpeggio Investments and its employees, manager, attorneys, agents, servants, representatives, employers, subsidiaries, affiliates, partners, predecessors and successors in interest, and all other persons or entities for whose conduct they may be liable, of

and from any and all claims, demands, damages, causes of action, suits and liabilities which the parties now have or which may hereafter accrue because of, arising out of or in any way connected with Arpeggio Investments and/or the Subscription Agreement.

4. **Supersede Prior Agreements.** The parties hereto acknowledge and agree that this Agreement replaces and supersedes all prior agreements between the parties related to the legal action reference herein whether oral or in writing.

5. **Attorney Fees:** Should either party incur attorney fees in an effort to enforce the terms of this Agreement, or because of a breach of the Agreement by the other party, the prevailing party in any such dispute shall be entitled to recover their reasonable attorney fees and costs whether incurred before or after commencing a legal action against the breaching party and for any reasonable attorney fees incurred in attempting to collect the amount owing under the Agreement.

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Arpeggio Investments, Inc.

Stanley D Parrish

Date: 1/13/11

Steve Trump

Date: 1/13/11