



BRETT JASON COBB

SECURITIES FRAUD  
a second degree felony, 6 counts

THEFT  
a second degree felony, 3 count

ABUSE, NEGLECT, OR EXPLOITATION OF A DISABLED OR ELDER ADULT  
a second degree felony, 1 count

PATTERN OF UNLAWFUL ACTIVITY  
a second degree felony, 1 count

BRADLEY GARTH GREEN

SECURITIES FRAUD  
a second degree felony, 2 counts

EVAN MCKAY NIELSON

SECURITIES FRAUD  
a second degree felony, 3 counts

COUNT 1  
SECURITIES FRAUD  
a second degree felony  
(COBB & GREEN)

Commencing on or about January 2007, in the State of Utah, County of Salt Lake, the defendants Cobb and Green, in connection with the offer or sale of a security, directly or indirectly, to **Nathan Barlow**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice,

or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

**COUNT 2**  
**THEFT, a second degree felony**  
**(COBB)**

From on or about February 2007, the defendant Cobb obtained or exercised unauthorized control over the property of **Nathan Barlow**, with a purpose to deprive him thereof. The value of the property is or exceeds \$5,000.00, a violation of Utah Code Ann. § 76-6-404, a second degree felony.

**COUNT 3**  
**SECURITIES FRAUD**  
**a second degree felony**  
**(COBB & GREEN)**

Commencing on or about February 2007, in the State of Utah, County of Salt Lake, the defendants Cobb and Green, in connection with the offer or sale of a security, directly or indirectly, to **Jeff Jagard**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This

violation is a second degree felony under Utah Law.

**COUNT 4**  
**THEFT, a second degree felony**  
**(COBB)**

From on or about February 2007, the defendant Cobb obtained or exercised unauthorized control over the property of **Jeff Jagard**, with a purpose to deprive him thereof. The value of the property is or exceeds \$5,000.00, a violation of Utah Code Ann. § 76-6-404, a second degree felony.

**COUNT 5**  
**SECURITIES FRAUD**  
**a second degree felony**  
**(COBB)**

Commencing on or about January 2007, in the State of Utah, County of Salt Lake, the defendant Cobb, in connection with the offer or sale of a security, directly or indirectly, to **Angela Bennett**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

**COUNT 6**  
**THEFT, a second degree felony**  
**(COBB)**

From on or about January 2007, the defendant Cobb obtained or exercised unauthorized control over the property of **Angela Bennett**, with a purpose to deprive her thereof. The value of the property is or exceeds \$5,000.00, a violation of Utah Code Ann. § 76-6-404, a second degree felony.

**COUNT 7**  
**SECURITIES FRAUD**  
**a second degree felony**  
**(NIELSON)**

Commencing on or about October 2006, in the State of Utah, County of Salt Lake, the defendant Nielson, in connection with the offer or sale of a security, directly or indirectly, to **Kyle Bryant**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

**COUNT 8**  
**SECURITIES FRAUD**  
**a second degree felony**  
**(COBB & NIELSON)**

Commencing on or about December 2006, in the State of Utah, County of Salt Lake, the defendants Cobb and Nielson, in connection with the offer or sale of a security, directly or indirectly, to **Danville Flynn**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

**COUNT 9**  
**SECURITIES FRAUD**  
**a second degree felony**  
**(COBB & NIELSON)**

Commencing on or about February 2007, in the State of Utah, County of Salt Lake, the defendants Cobb and Nielson, in connection with the offer or sale of a security, directly or indirectly, to **Danville Flynn**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under

which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

**COUNT 10**  
**THEFT, a second degree felony**  
**(COBB)**

From on or about May 2006, the defendant Cobb obtained or exercised unauthorized control over the property of **Wayne Kimber**, with a purpose to deprive him thereof. The value of the property is or exceeds \$5,000.00, a violation of Utah Code Ann. § 76-6-404, a second degree felony.

**COUNT 11**  
**ABUSE, NEGLECT OR EXPLOITATION OF A DISABLED OR ELDER ADULT**  
**a second degree felony**  
**(COBB)**

From on or about July 2006, the defendant Cobb, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (Wayne Kimber), and knowingly, by deception or intimidation, obtained or used, or endeavored to obtain or use, the vulnerable adult's funds, credit, assets, or other property with the intent to temporarily or permanently deprive the vulnerable adult of the use, benefit, or possession of the adult's property, for the benefit of someone other than

the vulnerable adult, in violation of Utah Code Ann. § 76-5-111. This violation is a second degree felony.

**COUNT 12**  
**PATTERN OF UNLAWFUL ACTIVITY**  
**a second degree felony**  
**(COBB)**

Commencing on or about October 2006, the defendant Cobb engaged in conduct which constituted the commission of at least three episodes of unlawful activity as defined in Utah Code Ann. § 76-10-1601 (1995). The defendant: (1) received proceeds derived, directly or indirectly, from a pattern of unlawful activity as more fully defined in Counts 1 through 11 above, in which he participated as a principal, or he used or invested, directly or indirectly, any part of that income, or the proceeds of the income, or the proceeds derived from the investment or use of those proceeds, in the acquisition of any interest in, or establishment or operation of, any enterprise; (2) through a pattern of unlawful activity acquired or maintained, directly or indirectly, any interest in or control of any enterprise; or (3) were employed by, or associated with any enterprise and conducted or participated, whether directly or indirectly, in the conduct of that enterprise's affairs through a pattern of unlawful activity. The unlawful activity included three or more violations of securities fraud (or in the alternative

communications fraud and theft. This is a violation of Utah Code Ann. §76-10-1601 and § 76-10-1603(5) (1995), et seq., a second degree felony.

DATED this 27 day of May, 2008.

*Diana Parrish*  
DIANA PARRISH, Affiant

Subscribed and sworn to before me  
On this 27<sup>th</sup> day of May  
2008.

*Robert J. [Signature]*  
Judge, Third District Court



This CRIMINAL INFORMATION is based upon evidence from the following witnesses:

1. Nathan Barlow
2. Angela Bennett
3. Kyle Bryant
4. Danville Flynn
5. Jeff Jagard
6. Wayne Kimber
7. Michael Sweat
8. William D. Willis
9. and others.

APPROVED FOR PRESENTMENT AND FILING this 23 day of

MAY, 2008.

MARK L. SHURTLEFF  
Utah Attorney General

By:

  
E. NEAL GUNNARSON  
Assistant Attorney General

**FILED DISTRICT COURT**  
Third Judicial District

**MAY 27 2008**

SALT LAKE COUNTY

By \_\_\_\_\_  
Deputy Clerk

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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH

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THE STATE OF UTAH, :  
 :  
 Plaintiff, : **AFFIDAVIT OF PROBABLE CAUSE**  
 :  
 vs. :  
 :  
 **BRETT JASON COBB** : Case No: 0901904012  
 DOB: September 4, 1976 :  
 :  
 **BRADLEY GARTH GREEN** : Case No: 0901904013  
 DOB: March 3, 1980 :  
 :  
 **EVAN MCKAY NIELSON** : Case No: 0901904014  
 DOB: July 6, 1968 :  
 :  
 Defendants. : Judge: \_\_\_\_\_

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STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

I, DIANA PARRISH, being first duly sworn upon oath, depose and state as follows:

1. I am a certified law enforcement officer of 26 years and am currently employed as a Securities Compliance Investigator for the Utah Department of Commerce, Division of Securities. Prior to my employment with the Division of Securities, I was employed by the Utah Attorney General's Office as an investigator and the South Salt Lake Police Department in various capacities. I am currently investigating possible violations of securities fraud statutes and related criminal code violations by BRETT JASON COBB, BRADLEY GARTH GREEN and EVAN MCKAY NIELSON.
2. The facts set forth in this affidavit are based upon the results of an investigation during which I have collected and reviewed records from witnesses and other sources. I have received information from Nathan Barlow, Angela Bennett, Kyle Bryant, Danville Flynn, Jeff Jagard, Wayne Kimber, Michael Sweat, William D. Willis and others.

#### **PARTIES**

3. BRETT JASON COBB is an individual who at all pertinent times maintained a residence in Utah. COBB's last known address is 314 Draper Downs, Draper, Salt Lake County, Utah 84020.
4. Utah court records reveal that COBB was sued by Caldwell Real Estate on June 7, 2005 and a judgment for \$106,090.28 was entered against him on November 10, 2005. The case was dismissed with prejudice on April 4, 2007.
5. Utah Division of Securities records reveal that COBB has never been licensed as a broker-dealer, agent, investment adviser, or investment adviser representative in Utah.

6. BRADLEY GARTH GREEN is an individual who at all pertinent times resided in Utah. GREEN's last known address is 314 Draper Downs, Draper, Salt Lake County, Utah 84020.
7. Utah Division of Securities records reveal that GREEN has never been licensed as a broker-dealer, agent, investment adviser, or investment adviser representative in Utah.
8. EVAN MCKAY NIELSON is an individual who at all pertinent times resided in Utah. NIELSON's last known address is 137 Powell Road, Elk Ridge, Utah County, Utah, 84651.
9. Utah Division of Securities records reveal that NIELSON has been licensed as a broker-dealer in Utah as follows:
 

WMA Securities, Inc.	approved 08/12/1997 Mass Transferred 04/12/2002
World Group Securities, Inc.	approved 04/12/2002 Terminated 07/18/2003
Consumer Concepts Inv. Inc.	approved 11/22/2004 Terminated 03/08/2006
American Classic Sec. Inc.	approved 03/29/2006 and still with firm.
10. Blue Sovereign, LLC is a Utah limited liability company. Blue Sovereign registered with the Utah Department of Commerce, Division of Corporations on June 5, 2006. Blue Sovereign's status is "Active" and "Good Standing." Naylen M. Nielson is listed as Blue Sovereign's Registered Agent and Fossil Stone Consulting, LLC is listed as a member. Blue Sovereign made a notice filing with the Utah Division of Securities on July 21, 2006. On the form, Blue Sovereign listed COBB and Thomas R. Fry as

promoters, beneficial owners, executive officers, and general and/or managing partners.

Blue Sovereign's address is listed as 3667 West 5180 South, Taylorsville, Utah 84118.

11. Cartlan, LLC is a Utah limited liability company. Cartlan registered with the Utah Department of Commerce, Division of Corporations on May 25, 2006. Cartlan's status is "Active" and "Good Standing." COBB is listed as Cartlan's registered agent and only member. Cartlan's address is listed as 3667 West 5780 South, Taylorsville, Utah 84118.
12. Fossil Stone Consulting, Inc. is registered with the Wyoming Secretary of State's office, Business Division. Fossil Stone registered on March 11, 2005. Fossil Stone's status is "Good" and "Current." COBB is listed as Fossil Stone's director and president.
13. Fossil Stone Consulting, Inc. registered with the Utah Department of Commerce, Division of Corporations on November 17, 2006 as a foreign corporation. Fossil Stone's status is "Active" and "Good Standing." Fossil Stone is not registered with the Utah Division of Securities as an issuer. COBB is listed as Fossil Stone's registered agent and president; GREEN is listed as director; Nicole Farnsworth is listed as secretary.
14. Legacy Partners Holding, LLC is a Utah limited liability company. Legacy Partners registered with the Utah Department of Commerce, Division of Corporations on September 8, 2006. Legacy Partners' status is "Expired" for "Failure to File Renewal." Naylen D. Nielson is listed as Legacy's registered agent, and manager. Paul A. Vorwaller is listed as a manager. Legacy Partners is not listed with the Utah Division of Securities as an issuer.

15. Azure Capital Lending, LLC is a Utah limited liability company. Azure Capital registered with the Utah Department of Commerce, Division of Corporations on April 27, 2007. Azure Capital's status is "Active" and "Good Standing." COBB is listed as Azure Capital's registered agent. Azure Capital is not registered with the Utah Division of Securities as an issuer.

### **SECURITIES FRAUD**

16. Between October 2006 and February 2007, COBB, GREEN, and NIELSON raised at least \$633,275 from at least seven Utah investors.
17. There was no typical transaction. COBB, GREEN, and NIELSON told investors they could raise capital to invest in COBB's companies by equity milling<sup>1</sup>. COBB, GREEN, and NIELSON told investors of an emerald mine in which they could invest. COBB, GREEN, and NIELSON promised investors a return of between 1% and 5% on funds invested. Some investors received a promissory notes for their investment. Promissory

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<sup>1</sup>Equity Milling is not a term defined in any dictionary but rather a term used loosely to describe a means of generating cash to make an investment. Rick Koerber of The Free Capitalist show on K-Talk radio, is credited with coining the term which he calls a real-estate investment strategy.

Equity Milling is a term used to define the practice of a company locating undervalued properties for their investors to purchase. Once located, the company assists the investor in purchasing the property in the investor's name. The property is quickly reappraised at a higher value and the investor secures a loan to pull the equity from the property or, the property is sold at market value to a new buyer located by the company. The difference between the lower purchase price and the higher appraisal or sale price represents equity that the investor can pull or strip from the property and invest with the company.

A second definition for the term involves milling the equity out of anything of value. An investor might obtain a second mortgage on their home to invest. An investor might purchase a vehicle and obtain a loan over the actual purchase price and then invest the difference. In each case the interest rate promised by the company is large enough to make the payment and generate cash flow for the investor.

notes and investment contracts are securities as defined by Utah Code Annotated § 61-1-13.

18. None of the investors were provided with a private placement memoranda prior to investing despite the fact that Blue Sovereign's Confidential Memorandum with an effective date of September 14, 2006 was available.
19. None of the investors were told that COBB was sued June 2005 and a judgment entered against him for \$106,090.28 in Caldwell Real Estate vs. Consolidated Services. The case wasn't dismissed with prejudice until April 7, 2007.
20. In connection with the offer and sale of a promissory note or investment contract to Utah investors, COBB, GREEN, and NIELSON failed to disclose material information normally found in a prospectus including but not limited to:
  - a. how long Blue Sovereign and COBB's other entities had been in business;
  - b. financial statements;
  - c. competition;
  - d. capitalization;
  - e. the track record of Blue Sovereign and COBB's other entities to his investors;
  - f. risk;
  - g. the number of people invested with Blue Sovereign and COBB's other entities;
  - h. suitability factors for investors;

- i. the involvement of COBB in legal proceedings, including bankruptcy and prior violations of state or federal securities laws; and
  - j. whether the investment contract or promissory notes offered by COBB through his various business enterprises were registered or exempt from registration.
21. Investors sustained more than \$462,539 in losses.

**COUNT 1**  
**SECURITIES FRAUD, a second degree felony**  
**(COBB, GREEN)**

22. Nathan Barlow said he first heard about the opportunity to invest with COBB from his brother-in-law, Dan Flynn. Flynn gave Barlow a phone number for GREEN, one of COBB's employees.
23. Barlow said he met with GREEN in mid January 2007 at GREEN's Draper, Utah office. At the meeting, GREEN said the company purchases properties which it sells to investors/buyers after having stripped the property of its equity. GREEN said the company rents the property from the buyer for an amount above the buyer's monthly payment which creates positive cash flow for the buyer. GREEN said the company does other things too, such as purchasing emeralds which are cut and sold and milling cars and snowmobiles.
24. Barlow told his friend, Jeff Jagard, about meeting with GREEN. Jagard was interested so Barlow set a second meeting which took place about a week or two after the first meeting.

25. The second meeting took place at GREEN's office. Present were Barlow, Jagard, and GREEN. GREEN repeated what he said in the first meeting. Jagard said if they participated in house milling, they would be taking on a lot of liability. GREEN agreed. GREEN said the company had millions of dollars in assets and was not going away.
26. Barlow said he and Jagard decided to mill a house. Barlow said he called the company and was told to contact a particular lender who approved Barlow for a \$1.5 million loan over the phone, something that surprised Barlow since he doesn't make a lot of money. Barlow said he called GREEN and told him to start searching for a property.
27. Barlow said he set up a third meeting at the company in early February 2007. Present were Barlow, NIELSON and GREEN. Barlow said he and Jagard could invest about \$66,000 and asked if they could make 2 to 3% per month. NIELSON said he would have to ask COBB and invited COBB to join the meeting. COBB said Barlow could invest in a promissory note and would earn 2% per month. COBB said he would waive the minimum investment amount because Barlow and Jagard had been trying to do business with the company. COBB said Barlow had to sign a document titled "Agreement of Understanding." Barlow said NIELSON made it clear the promissory note sale was not NIELSON's sale but was COBB's sale.
28. Barlow invested \$40,000 on February 23, 2007.
29. Barlow said he and Jagard invested together and the promissory notes are in Barlow's name. Barlow holds two Blue Sovereign promissory notes signed by COBB, Managing

Director, Blue Sovereign, LLC. The terms of the notes are: 2% per month interest only payments due the last day of the month, principal is not required to be repaid until the note is called due by the lender with 30 days notice or twelve months from the date of issue, and if the lender does not call the note due, the note will automatically reissue.

30. Barlow said he received one interest payment on each promissory note: an \$800 payment on the \$40,000 note received on or about March 20, 2006 and a \$536.20 payment on the \$26,808.34 note received on or about April 10, 2006.
31. When the interest payments stopped, Barlow said he called COBB's office but was never able to speak to COBB.
32. On May 17, 2007, Barlow sent an email to COBB in which he asked for the return of the money he and Jagard invested plus interest after which he began receiving "updates" from COBB via email.
33. Barlow's loss is \$39,200.00.

**COUNT 2**  
**THEFT, a second degree felony**  
**(COBB)**

34. Bank records reveal Barlow wired \$40,000 to Blue Sovereign's account on February 23, 2007 taking the account balance to \$154,300.22. A few days later Jagard wired \$26,808.34 to the same account followed by deposits from two other investors : \$200,000 from Lorraine W. Terpaning on February 26 and \$100,000 from William S. Willis on February 27. By March 7, 2007 (16 days after Barlow invested) the account balance was

\$15,064.68. Between February 23 and March 7, 2007, debits to the account include but are not limited to \$27,000 to Fossil Stone; \$200,000 to Vida Tequila<sup>2</sup>; \$40,000 to Kelland Coleman (the \$40,000 was an up-front payment on property Coleman leased to COBB), and debits for legal fees, dining, computer stores, hotels, auto payments, clothing, insurance, employees, RCW, house payments, and utilities. None of expenditures was for the purchase of property.

35. Barlow said he authorized COBB to use Barlows investment funds for business purposes but not to pay for COBB's personal expenses.
36. COBB obtained and exercised unauthorized control over Barlow 's funds with the intent to permanently deprive them thereof.

**COUNT 3**  
**SECURITIES FRAUD, a second degree felony**  
**(COBB, GREEN)**

37. Jagard said he first heard of the opportunity to invest with COBB from Nathan Barlow.
38. Jagard said shortly before he invested, he and Barlow met with GREEN at GREEN's office. At the meeting, GREEN said if Jagard and Barlow invested, the money would be used by the company to purchase undervalued real estate. GREEN said the company would lease the property and begin collecting income. GREEN said a portion of that money, 2 to 3 %, is paid to the investor. GREEN said Jagard could pull his money out

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<sup>2</sup>Vida Tequila USA, LLC registered with the Utah Department of Commerce, Division of Corporations on October 6, 2006. John Robert Barlow is listed as a member and registered agent. Lisa Jean Barlow is listed as a member. Vida Tequila is a Utah based tequila manufacturer.

with 30 to 60 days notice; the minimum investment was \$50,000; and he and COBB were the principals in the company. GREEN said other companies were doing the same thing but he and COBB were better and faster at identifying undervalued homes. GREEN said there were other satisfied investors and mentioned a few names.

39. Jagard said he and Barlow decided to invest together to reach the minimum investment amount.
40. Jagard said he received one or two interest payments from Barlow for a total of about \$500 or \$600. Jagard said the last payment he received was in March 2007.
41. Jagard said in August or September 2007 he took COBB to lunch. COBB said "you'll get your money back" and "we're working on new strategies and new stuff."
42. Jagard's loss is \$26,272.14.

**COUNT 4**  
**THEFT, a second degree felony**  
**(COBB)**

43. Bank records reveal Barlow wired \$40,000 to Blue Sovereign's account on February 23, 2007 taking the account balance to \$154,300.22. A few days later Jagard wired \$26,808.34 to the same account followed by deposits from two other investors : \$200,000 from Lorraine W. Terpaning on February 26 and \$100,000 from William S. Willis on February 27. By March 7, 2007 the account balance was \$15,064.68. Between February 23 and March 7, 2007, debits to the account include but are not limited to \$27,000 to

Fossil Stone; \$200,000 to Vida Tequila<sup>3</sup>; \$40,000 to Kelland Coleman (the \$40,000 was an up-front payment on property Coleman leased to COBB), and debits for legal fees, dining, computer stores, hotels, auto payments, clothing, insurance, employees, RCW, house payments, and utilities. None of expenditures was for the purchase of property.

44. Jagard said he authorized Cobb to use Jagard's investment funds for the purchase of undervalued real estate and for not other purpose.
45. COBB obtained and exercised unauthorized control over Jagard's funds with the intent to permanently deprive him thereof.

**COUNT 5**  
**SECURITIES FRAUD, a second degree felony**  
**( COBB)**

46. Angela Bennett met COBB through an on-line dating service in January 2007.
47. Soon after their first date, Bennett met with COBB at his office in Draper, Utah. Bennett told COBB she had \$130,000 from the sale of her home to use to build a new \$400,000 home on Eagle Mountain property she already owned. COBB said Bennett should invest the \$130,000 with his investment group while Bennett's new home was being built. COBB said Bennet's investment would pay \$1,300 interest per month and as soon as Bennett's home was finished, he could get it appraised for \$600,000. COBB said over five years he would make \$1.5 million on Bennett's investment during which time

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<sup>3</sup>Vida Tequila USA, LLC registered with the Utah Department of Commerce, Division of Corporations on October 6, 2006. John Robert Barlow is listed as a member and registered agent. Lisa Jean Barlow is listed as a member. Vida Tequila is a Utah based tequila manufacturer.

Bennett would live in her house for free while earning monthly income. At the end of five years, COBB said he would pay Bennett's mortgage and give her the deed.

48. Bennett said during her meetings with COBB, he did not provide her with specific information about the companies he held but she understood she would be investing in Blue Sovereign. COBB said he and NIELSON spent \$600,000 on an attorney to make sure what they were doing was legal. COBB said the minimum investment was \$50,000 and that Bennett had to give 30 days notice if she wanted her money back.
49. Bennett said she decided to invest and wired \$130,000 to Blue Sovereign's account at Mountain America Credit Union on January 19, 2007. Bennett said she met with NIELSON at COBB's office at about the same time to complete the paperwork. NIELSON prepared a Blue Sovereign promissory note which he back dated to January 1, 2007 so Bennett could get a full month interest payment. Bennett said she did not receive the original promissory note until months later. Bennett's promissory note is signed by COBB, Managing Director, Blue Sovereign. The note shows Bennett invested \$130,000 for which she was to receive 1% monthly interest payments of \$1,300 beginning February 25, 2007.
50. On or about January 22, 2007, Bennett and COBB signed a document titled Amendment to Promissory Note. Bennett agreed to "set up her appropriate LLC organization with the Blue Sovereign structure in order to participate in its member benefits."
51. Bennett said she received two \$1,300 interest checks in February and March 2007.

52. On or about April 5, 2007, Bennett sent a request to COBB's assistant asking for her money back. The next day Bennett received an email from the assistant, "... as of May 5 your funds will be returned." Shortly after the email, Bennett said she received a phone call from COBB who said he was not in a position to pay anyone until he closed a deal and told Bennett she would have her funds by the end of the week.
53. On May 13, 2007, Bennett sent a text message to COBB asking if her money had been transferred. COBB responded by text, "To my knowledge it has not been sent ... the fund you put money in is a real estate fund ... the money will not be out until the deal funds."
54. Bennett said in June 2007 she met with COBB and his attorney, Bion Wimmer (Wimmer and Associates, P.C.), at COBB's office. COBB said he could not pay Bennett because the seller pulled out of a deal in which COBB expected to make significant money. COBB said Bennett's money was tied up in the lawsuit against the seller.
55. On or about July 5, 2007, Bennett said she received a "Dear Investor" letter from COBB. In the letter COBB wrote, "I have been experiencing some serious cash flow deficiencies over the past few months" and that he intended to honor the obligations he made.
56. On or about July 6, 2007, Bennett received a statement from Blue Sovereign indicating her account book balance had grown to \$134,050.
57. On August 14, September 10, and September 13, 2007 Bennett received letters from COBB yet her principal was not returned.

58. Bennett's loss is \$128,400.

**COUNT 6**  
**THEFT, a second degree felony**  
**(COBB)**

59. Bank Records reveal that Bennett's investment of \$130,000 was deposited into Blue Sovereign's account on January 22, 2007 taking the account balance to \$172,367.42. Between January 22 and January 30, 2007 charges to the account reduced the balance to \$20,957.67. Of the \$151,409.75 in charges to the account, \$171 was spent on dining and travel; \$20,434 was paid to prior investors; \$100,000 was paid to Alan Galeono<sup>4</sup>; \$862 was spent on miscellaneous expenses; \$2,041 was spent on clothing; \$22,500 was paid to attorneys; and \$5,400 went to other accounts controlled by COBB and one of COBB's relatives.
60. Bennett said COBB told her he would invest her money into real estate, restaurants, and/or mines. Bennett said she did not authorize COBB to use her investment funds to pay for his personal expenses.
61. COBB obtained and exercised unauthorized control over Christiansen's funds with the intent to permanently deprive them thereof.

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<sup>4</sup>I was not able to locate Alan Galeono.

**COUNT 7**  
**SECURITIES FRAUD, a second degree felony**  
**(NIELSON)**

62. Kyle Bryant works at a bank in Provo, Utah County, Utah. Bryant said he met NIELSON at the bank in about October 2006 when NIELSON approached Bryant about investing. NIELSON said his company, Legacy Partners Holding, needed a bridge loan for a month or two for a property development project. NIELSON said Legacy Partners had been in business for a couple of years but NIELSON and his partner had been developing property for ten to fifteen years.
63. NIELSON and Bryant met again at the bank. At the second meeting NIELSON said “they” had property they were getting ready to develop into housing.
64. NIELSON and Bryant met a third time at the bank. NIELSON said he would pay Bryant 5% per month on money invested. NIELSON said for his investment, Bryant would receive a promissory note. NIELSON said the money lent by Bryant would be used to cover closing costs on some properties and that Bryant would be paid back with the proceeds of the sale of other properties owned by NIELSON. NIELSON said they owned property all over Utah and Colorado and selling their houses in Utah County would not be a problem. Bryant said he asked NIELSON if the offering was a security. NIELSON said the offering was not a security but rather a term loan therefore only a promissory note was needed for the transaction.
65. During the three meetings, NIELSON said: Legacy Partners was capitalized by NIELSON and his partners; Legacy Partners always paid its investors; there were no

pending law suits; and the investment was without risk because it was a loan. NIELSON failed to disclose that he had filed for bankruptcy in 1999 and had a judgment of \$43,422 entered against him on August 28, 2003.

66. During the three meetings, NIELSON failed to provide Bryant with a prospectus or offering document or any of the information normally found in a prospectus.
67. On or about November 15, 2006, Bryant said NIELSON delivered a signed Legacy Partners promissory note to Bryant at the bank (the note is payable to Shelese Bryant, Bryant's wife). The terms specified in the note were 5% interest for the first 30 days after which the interest rate would be renegotiated to between 3% and 5% inclusive. Bryant said he gave NIELSON a \$100,000 cashier's check made payable to Legacy.
68. Bryant said the first monthly payment arrived on time and the second payment was late. Bryant said the third payment was about a month late (April 2007) and he only received it after he learned from NIELSON that his money was actually invested with COBB.
69. Bryant said he was not told, at the time he invested that his money would be going to COBB.
70. Bryant said he met with COBB at COBB's office. Bryant said COBB initially denied receiving Bryant's money but then admitted he had Bryant's money.
71. Bryant spoke to COBB in June 2007, COBB said he would pay Bryant at the end of July 2007.

72. Bank records show a \$5,000 check issued to Kyle and Shelese Bryant on April 24, 2007 from the Blue Sovereign account.
73. Bryant said he invested for profit and had no managerial responsibilities with regard to Legacy. Bryant said his role was passive. Kyle and Shelese Bryant's loss is approximately \$80,000 in principal alone.

**COUNT 8**  
**SECURITIES FRAUD, a second degree felony**  
**(COBB, NIELSON)**

74. Danville Flynn said he was introduced to NIELSON by a woman from his church.
75. On or about December 2006, Flynn and his employee, Anthony Bundy, met NIELSON at the Amber Restaurant in Spanish Fork, Utah County, Utah. NIELSON told Flynn and Bundy about a car buying and leasing program which could make Flynn a profit. NIELSON said sometimes institutions like BYU need to supplement their inventory of fleet cars with additional vehicles. NIELSON said Fossil Stone fills this need by leasing the additional vehicles. NIELSON said Fossil Stone obtains its cars from investors who purchase the cars and allow Fossil Stone to lease the cars.
76. The following day, Flynn and Bundy met with COBB, GREEN, and NIELSON at the Draper office. COBB said he would like Flynn to purchase cars in Flynn's name which COBB, through his company, would lease to others. COBB said Flynn would make a minimum of \$200.00 per month over the car payment on each vehicle. COBB said his company would make the car payment for Flynn from the money they collected on the

leased cars. Flynn asked what he needed to do to get started. GREEN said, "Go out and buy cars." NIELSON said his wife did a car deal with COBB. GREEN said he had done some car deals and so had a friend.

77. After the meeting, Flynn met with NIELSON and asked, "Is this real?" NIELSON said he took COBB to a securities attorney who ran COBB through the "knot hole" and everything was legal. NIELSON said COBB had ownership in a car dealership in Salt Lake City, Signature Auto Sales and Leasing.<sup>5</sup> NIELSON said COBB would get a list of vehicles to Signature Auto Sales for Flynn to purchase.
78. A few days later, Flynn said he received a phone call from NIELSON to see if Flynn was still interested. Flynn said he was. NIELSON picked up Flynn in Provo and drove him to Signature Auto Sales where they met Sajid Chaudhry, the owner. Chaudhry said COBB provided a list of cars for Chaudhry to buy at the auto auction. Chaudhry said he obtains financing for the cars at their highest possible value for purchasers like Flynn. Chaudhry said he delivers the cars and the equity pulled from the cars to COBB who has leased the cars from purchasers like Flynn. Flynn asked if this arrangement would work. Chaudhry answered, "Would I put my dealership on the line if I didn't think it would work?"

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<sup>5</sup>Signature Auto Sales & Leasing is located in Salt Lake City. Signature registered with the Division of Corporations on May 14, 2003. Signature's status is "Active." Signatures principals are Debbie Brown and Sajid S. Chaudhry.

79. Chaudhry arranged for Flynn and his wife, Tara, to purchase the following cars financed through local credit unions:

Vehicle Description	Date Purchased	Financed By	Amount Financed / Payment	Leased to / Monthly pmt.
07 GMC Yukon (Burgundy)	12/26/06	Tara - America First Credit Union	\$48,670.75 / \$740.53	Cartlan, LLC 12/26/06
Vin ending 201096			(Loss \$20,114.76+)	\$990.53
06 GMC Yukon Denali	12/26/06	Tara - Jordan Credit Union	\$46,609.32 / \$706.88	Cartlan, LLC 12/26/06
Vin ending 141898			(Loss approx \$29,368)	\$931.88
06 Lexus Truck (Black)		Tara - Jordan Credit Union	/ \$720.92	Cartlan, LLC 12/26/06
Vin ending 011412			(Loss approx \$29,368 )	\$920.92
07 Chevy Tahoe (Gold)	12/26/06	Danville - Jordan Credit Union	\$43,624.52 / \$661.61	Cartlan, LLC 12/26/06
Vin ending 197184			(Loss approx \$29,368)	\$886.61
07 GMC Yukon (White)	12/26/06	Danville - America First Credit Union	\$48,670.76 / \$740.53	Cartlan, LLC 12/26/06
Vin ending 194218			(Loss \$19,929.74+)	\$990.53

80. On or about January 16, 2007, the Flynn's met with Nicole Farnsworth at COBB's office in Draper. Farnsworth gave them a "Capital Lease with Option to Purchase" agreement for each vehicle which had been signed by COBB. The agreements are between Flynn as

the lessor and Cartlan, LLC as the lessee. Flynn received no other documents related to this investment.

81. Flynn said COBB made the lease payments and \$250 profit payments on the vehicles from December 2007 through April 2007. Flynn said as of June 20, 2007, he had repossessed all the vehicles but one. Flynn said he found one vehicle had been leased to BYU for \$1 per year and the others were being driven by COBB's employees.
82. Flynn said he returned the cars to the credit unions. Flynn said he had his wife are responsible for the difference between the credit unions fire sale price and the amount financed.
83. Flynn's loss on the vehicles is \$128,148.50.

**COUNT 9  
SECURITIES FRAUD, a second degree felony  
(COBB, NIELSON)**

84. On or about February 21, 2007, NIELSON stopped by the location where Flynn was working in Provo, Utah. NIELSON said Fossil Stone, one of COBB's businesses, planned to purchase an emerald mine. NIELSON said if Flynn invested \$35,000 in the mine, Flynn would earn an immediate five points and 5% per month for three months. Flynn said he was interested. NIELSON drove Flynn to Chase Bank where Flynn, at NIELSON's direction, purchased a \$35,000 official check payable to Meridian Title.
85. NIELSON drove Flynn to a Meridian Title in Murray, Utah. Flynn said someone at the title company took his check and prepared a receipt which was given to NIELSON.

Flynn said he asked NIELSON for his five points. NIELSON replied, "I wouldn't push that right now."

86. Prior to investing in the emerald mine, Flynn said NIELSON told him Fossil Stone had been in business for one year and that COBB was the owner. NIELSON said. Fossil Stone had a great record and that he had taken COBB to a securities attorney who put COBB through the "knot hole" and everything checked out okay.
87. Flynn said he did not authorize the use of his money for any other purpose than investment in the mine. Flynn said he invested for profit and had no managerial responsibilities in Fossil Stone or Blue Sovereign.
88. On or about March 2, 2007, Flynn said the points were wired into his account. On or about March 28, 2007, Flynn said he received an interest payment of \$1,750.
89. When the April interest check did not arrive, Tara Flynn, called COBB's office and requested a copy of the promissory note.
90. On or about May 9, 2007, Tara Flynn received a faxed copy of a \$35,000 Blue Sovereign promissory note dated February 21, 2007 at 5% interest per month which appears to be signed by COBB. Tara Flynn spoke to Lauren Peterson at COBB's office and asked that the Flynn's principal be returned. Peterson said the request needed to be in writing and 30 days notice was required.
91. Records from Meridian Title reveal Flynn's \$35,000 mine investment was used by COBB to pay for an extension on a \$326,080 note held by Clyde Jackson secured by a

trust deed on 314 East Draper Downs Drive, Draper, Utah. The Modification of Secured Promissory note is dated February 21, 2007 and signed by COBB.

92. Chris Lambert of Meridian Title said COBB's note on the Draper Downs property was due and a modification was needed to extend the note requiring COBB to pay the interest current and an extension fee to the lender.
93. On July 5, 2007, Flynn received a letter from COBB with a Blue Sovereign statement enclosed. The statement shows the Flynn's account with a beginning balance of \$35,000 and interest payments of \$1,750 credited in April, May, and June 2007 taking the account balance to \$40,400. In the accompanying letter COBB wrote, "I have been experiencing some serious cash flow deficiencies over the past few months. Because of this, I have not provided you with the returns to which you have become accustomed . . . I fully intend to honor the obligations I have made. Our current plan includes creating additional, marketable assets through the use of trusts."
94. On July 13, 2007, Flynn received a letter from COBB via email. COBB wrote, "Due to ongoing discoveries of severe, indiscriminate use of my signature stamp, we are only honoring contracts physically signed by Brett J. Cobb."
95. On or about August 14, 2007, Flynn received a letter from COBB in which COBB wrote, "There were multiple, ongoing indiscretions with my signature stamp, misuse of assumed corporate authority and gross corporate negligence by multiple employees and outside contractors." COBB wrote that these "activities caused serious damage to the financial

strength and professional credibility of myself and the companies with which I am associated.”

96. On or about September 10, 2007, Flynn received a communication COBB in which COBB wrote that he is “cautiously optimistic about announcing the resumption of monthly payments . . . the month of September 2007”
97. On or about September 13, 2007, Flynn received a letter from COBB on Azure Legacy Group letterhead. In the letter COBB wrote. “Because any payments will affect the nature of any legal proceeding or proposed legal proceedings, we will not be able to send any payments to you until the legal matters between us are resolved. I urge you to contact me as soon as possible so we may resolve our issues and resume payment(s) (or repayment) as soon as possible.”
98. Flynn’s loss on the mine is \$29,750.

**COUNT 10**  
**THEFT, a second degree felony**  
**(COBB)**

99. Wayne Kimber was introduced to COBB by his niece, Jewel Kimber, prior to May 22, 2006. Kimber said he knew that family members had invested with COBB.
100. Prior to May 22, 2006, Kimber and his wife, Joanne, met with Jewel and COBB at the Kimber’s home in Roy, Utah. Also present were Glenn (Kimber’s brother) and Julie Ann Kimber.

101. JoAnne said during the get-together, COBB and the others talked about Kimber being pre-approved for an auto loan. COBB and the others said that when Kimber purchased his car, he would need to endorse the rebate check to COBB who would invest the money and use the profits to make Kimber's car payment.
102. Kimber said he and the others went to the Cadillac dealership where COBB began negotiations for the purchase of a Cadillac. COBB told Kimber to get an \$80,000 loan from Capital One for the purchase.
103. Kimber secured an \$80,000 auto loan from Capital One Auto Finance's blank check loan program. On May 22, 2006, Kimber gave the blank check to COBB. Kimber and COBB returned to the dealership to finalize the purchase. Kimber waited while COBB finished the paperwork. When COBB returned, COBB said Capital One wouldn't do the deal and they had to get the \$73,768.62 loan from Bank of the West. COBB kept the Capital One blank check.
104. On or about June 13, 2006, COBB asked Kimber to meet COBB at Dave Strong Porsche in Salt Lake City. Kimber said he met Jewel and COBB at the dealership though he didn't know why. Jewel said "We've got to get this Porsche for Brett." COBB then produced the Capital One check and said, "We'll use this check to get the car and then we'll lease the car from you. It won't cost you anything." COBB said he would make all the payments on the Porsche. Kimber signed paperwork, and left. The Contract of Sale

from Dave Strong indicates Kimber borrowed \$69,257.00 to purchase the \$53,488.37 Porsche, which is an overpayment of \$15,768.63.

105. On July 10, 2006, COBB's brother, Justin, hand-delivered two checks to Kimber. The checks were payable to Kimber. The first check was issued by Freeway Cadillac for \$15,000 (the check stub notation states "Cash back on 2006 Cadillac . . .") and the second check was issued by Dave Strong Porsche for the \$15,768.63 overpayment. Justin told Kimber the checks needed to be cashed because "Brett needs the money." Kimber deposited the checks into his credit union account and wrote a personal check to Fossil Stone Consulting for \$30,768.63. Kimber gave the check to Justin.
106. Kimber's bank statement reveals that on July 11, 2006, Kimber's personal check was exchanged for a cashier's check.
107. Kimber wrote a letter to COBB on or about December 1, 2006 in which he said he never intended to own two expensive cars he cannot afford. Kimber wrote, "I'm nearly 80 years old, driving a school bus to make ends meet. Signing over 100,000 is too much." COBB did not respond.
108. On or about May 2007, Kimber received a property tax notice for the Porsche and phone calls from the financial institutions about missed payments on both vehicles. During June Kimber received two dun letters from Bank of the West.
109. On or about June 2007, Kimber and Joanne met with COBB. COBB stated "Bear with me. The Cadillac will be paid off in September 2007 and the Porsche in July 2007."

110. Kimber said he agreed to purchase the Cadillac and Porsche because, for his investment (rebate/refund checks) and the use of his credit, he received the free use of a Cadillac.
111. Kimber eventually recovered the Porsche in Southern Utah. The Porsche was being driven, uninsured, by Chris Larson, an associate of COBB's.
112. Kimber's loss is \$30,768.63 in principal alone.

**COUNT 11**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A DISABLED OR ELDER ADULT**  
**a second degree felony**  
**(COBB)**

113. Kimber was more than 65 years of age when he invested \$30,768.63 with COBB on or about July 10, 2006.
114. COBB had a business relationship with Kimber and had undue influence over Kimber because of COBB's relationship with Kimber's niece and other close family members.
115. COBB deceptively obtained and used Kimber's funds and credit with the intent to temporarily or permanently deprive Kimber of the use, benefit, or possession of his property.

**COUNT 12**  
**PATTERN OF UNLAWFUL ACTIVITY, a second degree felony**  
**(COBB)**

116. Commencing on or about October, COBB engaged in conduct which constituted the commission of at least three episodes of unlawful activity as defined in Utah Code Ann. §76-10-1603. COBB: (1) received proceeds derived, directly or indirectly, from a pattern

of unlawful activity as more fully defined in Counts 1 through 7 above, in which he participated as principal, or he used or invested, directly or indirectly, any part of that income, or the proceeds derived from the investment or use of those proceeds, in the acquisition of any interest in, or establishment or operation of, any enterprise; (2) through a pattern of unlawful activity acquired or maintained, directly or indirectly, any interest in or control of any enterprise; or (3) was employed by, or associated with any enterprise and conducted or participated, whether directly or indirectly, in the conduct of that enterprise's affairs through a pattern of unlawful activity. The unlawful activity included three or more violations of securities fraud. This is a violation of Utah Code Ann. §76-10-1603(5), a second degree felony.

#### **SUMMARY**

117. Based on my review of the evidence there is probable cause to believe that BRETT JASON COBB committed the crimes of:

**SECURITIES FRAUD**  
**a second degree felony, 6 counts**

**THEFT**  
**a second degree felony, 3 count**

**ABUSE, NEGLECT, OR EXPLOITATION OF A DISABLED OR ELDER ADULT**  
**a second degree felony, 1 count**

**PATTERN OF UNLAWFUL ACTIVITY**  
**a second degree felony, 1 count**

118. Based on my review of the evidence there is probable cause to believe that BRADLYE GARTH GREEN committed the crimes of:

**SECURITIES FRAUD**  
**a second degree felony, 2 counts**

119. Based on my review of the evidence there is probable cause to believe that EVAN MCKAY NIELSON committed the crimes of:

**SECURITIES FRAUD**  
**a second degree felony, 3 counts**

DATED this 27 day of May, 2008.

Diana Parrish  
DIANA PARRISH, Affiant

SUBSCRIBED AND SWORN before me this  
27th day of May, 2008.

Robert J. [Signature]  
JUDGE, THIRD DISTRICT COURT



**FILED DISTRICT COURT**  
Third Judicial District

**MAY 27 2008**

SALT LAKE COUNTY

By \_\_\_\_\_  
Deputy Clerk

E. NEAL GUNNARSON, Bar No. 1273  
Assistant Attorney General  
MARK L. SHURTLEFF, Bar No. 4666  
Utah Attorney General  
5272 South College Drive, #200  
Murray, UT 84123  
Telephone: (801) 281-1221  
Facsimile: (801) 281-1224

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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH

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THE STATE OF UTAH, : Bail \$ \_\_\_\_\_

Plaintiff, :

**WARRANT OF ARREST**

vs. :

**BRETT JASON COBB,** : Case No. 000194012

DOB: September 4, 1976 : Judge \_\_\_\_\_

Defendant. :

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THE STATE OF UTAH TO ANY PEACE OFFICER IN THE STATE OF UTAH,

G R E E T I N G S:

An Information, upon oath, having been this day made before me by Investigator Diana Parrish, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense of: **Securities Fraud, a second degree felony, 6 counts; Theft, a second degree felony, 3 counts; Abuse, Neglect or Exploitation of**

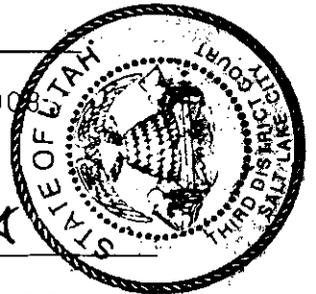
a Disabled or Elder Adult, a second degree felony, 1 count; and  
Pattern of Unlawful Activity, a second degree felony, 1 count,  
has been committed, and that the defendant, BRETT JASON COBB, has  
committed these offenses,

**YOU ARE THEREFORE COMMANDED** to arrest the above named  
defendant forthwith and bring the defendant before this court, or  
before the nearest or most accessible magistrate for setting  
bail. If the defendant has fled justice, you shall pursue the  
defendant into any other county of this state and there arrest  
the defendant. The offenses listed above are felonies.

Bail is set in the amount of \$ 40,000

DATED this 27<sup>th</sup> day of May, 2008

  
HONORABLE,  
JUDGE, THIRD DISTRICT COURT



Defendant's Address:

314 Draper Downs  
Draper, UT 84020

**FILED DISTRICT COURT**  
Third Judicial District

**MAY 27 2008**

SALT LAKE COUNTY

BY \_\_\_\_\_ Deputy Clerk

E. NEAL GUNNARSON, Bar No. 1273  
Assistant Attorney General  
MARK L. SHURTLEFF, Bar No. 4666  
Utah Attorney General  
5272 South College Drive, #200  
Murray, UT 84123  
Telephone: (801) 281-1221  
Facsimile: (801) 281-1224

---

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH

---

THE STATE OF UTAH, : Bail \$ \_\_\_\_\_

Plaintiff, :

**WARRANT OF ARREST**

vs. :

**BRADLEY GARTH GREEN,** : Case No. 001904013

DOB: March 3, 1980 :

: Judge \_\_\_\_\_

Defendant. :

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THE STATE OF UTAH TO ANY PEACE OFFICER IN THE STATE OF UTAH,  
G R E E T I N G S:

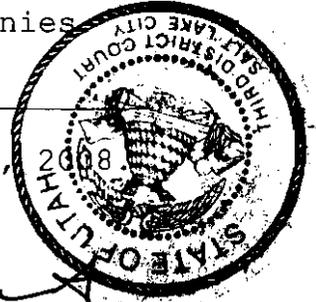
An Information, upon oath, having been this day made before me by Investigator Diana Parrish, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense of: **Securities Fraud, a second degree felony, 2counts,** has been committed, and that the defendant, BRADLEY GARTH GREEN, has

committed these offenses,

**YOU ARE THEREFORE COMMANDED** to arrest the above named defendant forthwith and bring the defendant before this court, or before the nearest or most accessible magistrate for setting bail. If the defendant has fled justice, you shall pursue the defendant into any other county of this state and there arrest the defendant. The offenses listed above are felonies.

Bail is set in the amount of \$ 20,000

DATED this 27<sup>th</sup> day of May



*Robert A. Smith*

HONORABLE,  
JUDGE, THIRD DISTRICT COURT

Defendant's Address:

314 Draper Downs  
Draper, UT

**FILED DISTRICT COURT**  
Third Judicial District

**MAY 27 2008**

SALT LAKE COUNTY

By \_\_\_\_\_  
Deputy Clerk

E. NEAL GUNNARSON, Bar No. 1273  
Assistant Attorney General  
MARK L. SHURTLEFF, Bar No. 4666  
Utah Attorney General  
5272 South College Drive, #200  
Murray, UT 84123  
Telephone: (801) 281-1221  
Facsimile: (801) 281-1224

---

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR  
SALT LAKE COUNTY, STATE OF UTAH

---

THE STATE OF UTAH, : Bail \$ \_\_\_\_\_

Plaintiff, :

**WARRANT OF ARREST**

vs. :

**EVAN MCKAY NIELSON,** : Case No. 001904014

DOB: July 6, 1968 : Judge \_\_\_\_\_

Defendant. :

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THE STATE OF UTAH TO ANY PEACE OFFICER IN THE STATE OF UTAH,  
G R E E T I N G S:

An Information, upon oath, having been this day made before me by Investigator Diana Parrish, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense of: **Securities Fraud, a second degree felony, 3 counts,** has been committed, and that the defendant, EVAN MCKAY NIELSON, has

committed these offenses,

**YOU ARE THEREFORE COMMANDED** to arrest the above named defendant forthwith and bring the defendant before this court, or before the nearest or most accessible magistrate for setting bail. If the defendant has fled justice, you shall pursue the defendant into any other county of this state and there arrest the defendant. The offenses listed above are felonies.

Bail is set in the amount of \$ 20,000.

DATED this 27th day of May, 2008.

  
HONORABLE,  
JUDGE, THIRD DISTRICT COURT



Defendant's Address:

137 Powell Road  
Elk Ridge, Utah 84651