

**FILED DISTRICT COURT**  
Third Judicial District

AUG 31 2009

By YV SALT LAKE COUNTY  
Deputy Clerk

CHARLENE BARLOW, Bar No. 0212  
Assistant Attorney General  
MARK L. SHURTLEFF, Bar No. 4666  
Utah Attorney General  
5272 South College Drive, #200  
Murray, Utah 84123  
Telephone: (801) 281-1221  
Facsimile: (801) 281-1224  
**Attorneys for Plaintiff**

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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, :  
vs. : **CRIMINAL INFORMATION**  
JOHNNY EDWARD MAESTAS, : Case No. 091906840  
DOB: May 31, 1959 :  
Defendant. : Judge \_\_\_\_\_

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The undersigned, JONATHAN STEWART, upon oath, states on information and belief that the defendant has committed the following crimes:

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

**SECURITIES FRAUD**  
**a third degree felony, 1 count**

**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT**  
**a second degree felony, 3 counts**

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

**COUNT 1**  
**SECURITIES FRAUD**  
**a third degree felony**

Commencing on or about September 2004, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **PAT and TINA PORTER**, 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 third degree felony under Utah Law.

**COUNT 2**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about February 2005, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **ED VIGIL**, 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 3**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about August 2005, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **JOHN and REINEKE VIGIL**, 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**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about November 2007, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **JOHN and REINEKE VIGIL**, 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 5**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about January 2007, in the State of Utah, the defendant, in connection

with the offer or sale of a security, directly or indirectly, to **LAURA PURSER**, 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**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about April 2008, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **DAVID HARMON**, 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 7**  
**SECURITIES FRAUD**  
**a third degree felony**

Commencing on or about June 2008, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **DAVID HARMON**, 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 third degree felony under Utah Law.

**COUNT 8**  
**ABUSE, NEGLECT OR EXPLOITATION OF A VULNERABLE ADULT**  
**a second degree felony**

Commencing on or about January 2007, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (**Laura Purser**), 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 9**  
**ABUSE, NEGLECT OR EXPLOITATION OF A VULNERABLE ADULT**  
**a second degree felony**

Commencing on or about February 2005, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (**Ed Vigil**), 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 10**  
**ABUSE, NEGLECT OR EXPLOITATION OF A VULNERABLE ADULT**  
**a second degree felony**

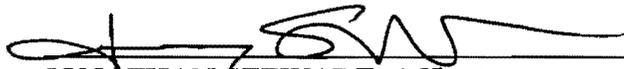
Commencing on or about August 2005, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (**John and Rieneke Vigil**), and knowingly, by deception or intimidation, obtained or used, or endeavored to obtain or use, the vulnerable adult's funds, credit, 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 11**  
**PATTERN OF UNLAWFUL ACTIVITY**  
**a second degree felony**

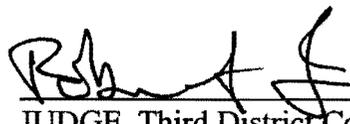
Commencing on or about September 2004, the defendant has engaged in conduct which constituted the commission of at least three episodes of unlawful activity as defined in Utah Code Ann. § 76-10-1601 (1995). The defendant: (1) received proceeds derived, directly or indirectly, from a pattern of unlawful activity as more fully defined in Counts 1 through 10 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) was employed by, or associated with any enterprise and conducted or participated, whether directly or indirectly, in the conduct of

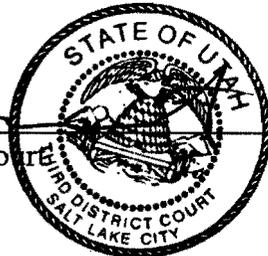
that enterprise's affairs through a pattern of unlawful activity. The unlawful activity included three or more violations of securities fraud and abuse, neglect, or exploitation of a vulnerable adult. This is a violation of Utah Code Ann. §76-10-1601 and § 76-10-1603(5) (1995), et seq. a second degree felony.

DATED this 31 day of AUGUST, 2009.

  
\_\_\_\_\_  
JONATHAN STEWART, Affiant

SUBSCRIBED AND SWORN to before me on this  
31st day of AUGUST, 2009.

  
\_\_\_\_\_  
JUDGE, Third District Court



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

1. Dave Harmon
2. Pat and Tina Porter
3. Laura Purser
4. Ed Vigil
5. John and Rieneke Vigil
6. Angelina Olsen
7. Lisa Greene
8. And Others

2009. AUTHORIZED for presentment and filing this 27<sup>th</sup> day of August.

MARK L. SHURTLEFF  
Utah Attorney General

By: Charlene Barlow  
CHARLENE BARLOW  
Assistant Attorney General

**FILED DISTRICT COURT**  
Third Judicial District

AUG 31 2009

By YK / SALT LAKE COUNTY  
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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. :  
 :  
 **JOHNNY EDWARD MAESTAS,** : Case No 091906840  
 DOB: May 31, 1959 :  
 : Judge \_\_\_\_\_  
 Defendant. :

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

GREETINGS:

An Information, upon oath, having been this day made before me by Investigator Jonathan Stewart, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense(s) of: **Securities Fraud, a second degree felony, 5 counts; Securities Fraud, a third degree felony, 2 counts; Abuse, Neglect, or Exploitation of a Vulnerble Adult, a second degree felony, 3 counts; and, Pattern of**

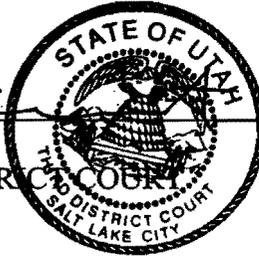
**Unlawful Activity, a second degree felony, 1 count**, has been committed, and that the defendant, JOHNNY EDWARD MAESTAS, has committed these offenses,

**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 \$ 50,000.

DATED this 31st day of August, 2009.

  
HONORABLE,  
JUDGE, THIRD DISTRICT COURT



Defendant's Last Known Address:

9979 Electra Lane  
Sandy, Utah 84094

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE THIRD DISTRICT COURT OF SALT LAKE COUNTY, STATE OF UTAH.

DATE: August 31, 2009

  
DEPUTY CLERK OF COURT  
THIRD DISTRICT COURT  
SALT LAKE CITY



**FILED DISTRICT COURT**  
Third Judicial District

AUG 31 2009

by YW SALT LAKE COUNTY  
Deputy Clerk

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

---

THE STATE OF UTAH, :  
 :  
 Plaintiff, : **AFFIDAVIT OF PROBABLE CAUSE**  
 :  
 vs. :  
 :  
 **JOHNNY EDWARD MAESTAS** : Case No: 091906840  
 DOB: May 31, 1959 :  
 :  
 Defendant. : Judge: \_\_\_\_\_

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STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

I, JONATHAN STEWART, being first duly sworn upon oath, depose and state as follows:

1. I 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 Division of Consumer Protection as

an investigator. I hold a Bachelor of Science degree from the University of Utah in Sociology with a Certificate in Criminology. I am currently investigating possible violations of securities fraud, pattern of unlawful activity, abuse, neglect or exploitation of a vulnerable adult, and related criminal code violations by JOHNNY EDWARD MAESTAS.

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 two witnesses and other sources. I have received information from Dave Harmon, Pat and Tina Porter, Laura Purser, Ed Vigil, and John and Rieneke Vigil (the Vigils).

#### **PARTIES**

3. JOHNNY EDWARD MAESTAS, at all pertinent times, resided in Sandy, Salt Lake County, Utah and his last known address was 9976 Electra Lane, Sandy, Utah 84094.
4. Utah Trust Insurance Agency, Inc. is a Utah Corporation that filed with the Utah Division of Corporations on May 9, 1995. The current status of the company shows Delinquent, and Johnny MAESTAS is listed as the Director, Registered Agent, and President.
5. IDS International, LLC is a Limited Liability Company that filed with the Utah Division of Corporations on May 13, 2008. The current status of the company shows Delinquent, and Johnny MAESTAS is listed as Manager, Member, and Registered Agent.
6. MAESTAS filed for chapter 7 bankruptcy in March 1993.

## **BACKGROUND**

7. MAESTAS told the Porters that if they gave him \$2,500 for ten days, he would use the money for advertising, and in return he would give them back their \$2,500 plus an additional \$500.
8. On September 16, 2004 the Porters gave a personal check to MAESTAS for \$2,500, the check was made payable to MAESTAS personally.
9. MAESTAS told Ed Vigil he would pay him 10% per year if he invested with his company, Utah Trust Insurance Agency.
10. MAESTAS told Ed Vigil his money would always be available for him to withdraw.
11. MAESTAS told Ed Vigil his money would be used for advertising.
12. On February 15, 2005, Ed Vigil decided to invest by giving MAESTAS a Bank of Utah official check for \$3,923 made payable to Utah Trust Insurance.
13. On February 23, 2005, Ed Vigil decided to invest again by giving MAESTAS a Bank of Utah official check for \$23,538 made payable to Utah Trust Insurance.
14. MAESTAS told John and Rieneke Vigil that in exchange for investing in his company, Utah Trust Insurance Agency, he would make their insurance premium payments (approximately \$255.00 per month) and they would receive a percentage of the future profits of the company.
15. MAESTAS told John and Rieneke Vigil in August 2005 that their investment money would be used to advertise for his company.

16. In August 2005 John and Rieneke Vigil gave MAESTAS two personal checks, one for \$18,000 and one for \$7,000 both made payable to Utah Trust Insurance Agency.
17. MAESTAS told John and Rieneke Vigil in December 2005 that their investment money would be used for advertising and for expanding his business.
18. On December 15, 2005 John and Rieneke Vigil gave MAESTAS a Granite Credit Union official check for \$25,000 made payable to Utah Trust.
19. In November 2007 MAESTAS told John and Rieneke Vigil he needed more money for something computer related.
20. On November 9, 2007 John and Rieneke Vigil gave MAESTAS a Granite Credit Union official check for \$5,000 and a Credit Union One check for \$20,000, both checks were made payable to Johnny E. MAESTAS.
21. MAESTAS told John and Rieneke Vigil he would pay the money back in three weeks and that he would make it worth their time.
22. MAESTAS told Purser he was starting a new company, New Star Group, that the company was already doing well, but he needed money for advertising.
23. MAESTAS told Purser about the projections for what the company was going to make in the future, she does not remember the exact figures, but remembers them being more than she was thinking about investing.
24. MAESTAS promised Purser a return of 10.25% on her investment.
25. On January 17, 2007 Purser gave MAESTAS a personal check for \$49,000 made payable

to Utah Trust Insurance.

26. On January 25, 2007 Purser invested again by giving two personal checks to MAESTAS one for \$47,000, the other for \$41,000 both made payable to Utah Trust.
27. MAESTAS told Harmon that for \$25,000 he would get a 5% ownership in his company, Utah Trust Insurance Company.
28. On June 1, 2008 Harmon gave MAESTAS a Capital One convenience check for \$9,500 made payable to Johnny MAESTAS.
29. On June 2, 2008 Harmon gave MAESTAS a Zions Bank official check for \$25,000 made payable to Johnny MAESTAS.
30. In mid-June 2008 MAESTAS told Harmon he needed \$5,000 for advertising and to get his company name to show up first on search engines on the internet.
31. On June 23, 2008 Harmon got a \$4,800 cash advance from his Discover credit card which was exchanged for a Zions Bank official check. Harmon gave this check and a personal check for \$200 to MAESTAS, both checks were made payable to MAESTAS.
32. MAESTAS misrepresented and/or omitted material facts to the Porters, Ed Vigil, John and Rieneke Vigil, Purser, and Harmon.

#### **SECURITIES FRAUD**

33. Between September 2004 and June 2008, MAESTAS accepted \$281,461 from the above named investors. Although request has been made, the Porters have received no interest or principal, the Vigils have received back \$18,309.32, Purser received back \$13,688.17,

Ed Vigil received back \$7,200 in interest which was all returned to MAESTAS by Ed Vigil to increase his investment amount, and Harmon received back no interest or principal. The transactions involve investment contracts which are securities as defined by Utah Code Ann. '61-1-13 (1953, as amended).

34. MAESTAS misrepresented material facts to one or more investors in connection with the offer or sale of a security, including, but not limited to:
- A. MAESTAS told the Porters he would return their \$2,500 investment with an additional \$500 in ten days;
  - B. MAESTAS told Ed Vigil he would pay him 10% interest;
  - C. MAESTAS told Ed Vigil his money would always be available for him to withdraw;
  - D. MAESTAS told the Vigils he would pay them 11.9% interest;
  - E. MAESTAS told the Vigils they would never lose their money;
  - F. MAESTAS told the Vigils there was absolutely no risk;
  - G. MAESTAS told the Vigils their money would be safe;
  - H. MAESTAS told the Vigils they could always get their money;
  - I. MAESTAS promised Purser a return of 10.25% on her investment;
  - J. MAESTAS told Harmon there was no risk;
  - K. MAESTAS told Harmon he would pay him \$800 per month until the \$9,500 was paid off;

- L. MAESTAS told Harmon he would receive 7% of IDS International;
35. MAESTAS omitted material facts in connection with the offer or sale of a security, including, but not limited to:
- A. MAESTAS did not provide the Porters, Purser, Ed Vigil, the Vigils, or Harmon with financial statements for Utah Trust Insurance Agency;
  - B. MAESTAS did not provide Purser with financial statements for New Star Group;
  - C. MAESTAS did not provide Harmon with financial statements for IDS or Identity Solutions;
  - D. MAESTAS did not give the Porters, Purser, Ed Vigil or, the Vigils a description of how the investment makes money;
  - E. MAESTAS did not tell the Porters, Purser, Ed Vigil, the Vigils, or Harmon about the track record of the company to previous investors;
  - F. MAESTAS did not tell the Porters, Purser, Ed Vigil, the Vigils, or Harmon about risk factors for investors;
  - G. MAESTAS did not tell the Porters or Harmon about the liquidity of their investment;
  - H. MAESTAS did not discuss pertinent suitability factors with the Porters, Purser, Ed Vigil, the Vigils or Harmon;
  - I. MAESTAS did not tell the Porters, Purser, Ed Vigil, the Vigils, or Harmon about any involvement of the issuer or the principals in certain legal proceedings,

including bankruptcy and prior violation of state or federal securities laws except that his sister was suing him;

- J. MAESTAS did not tell the Porters, Purser, Ed Vigil, the Vigils, or Harmon he had filed for bankruptcy in 1993;
- K. MAESTAS did not tell the Porters, Ed Vigil, or the Vigils he had judgments filed against him in excess of \$11,800;
- L. MAESTAS did not tell Purser, Ed Vigil, or the Vigils he was unable to pay the Porters their \$2,500 investment as promised;
- M. MAESTAS did not tell Purser he had previous judgments filed against him in excess of \$16,000
- N. MAESTAS did not tell Harmon the fact that he owed at least three other investors a total of \$214,600 and was unable to pay them;
- O. MAESTAS did not tell Harmon he had judgments filed against him in excess of \$16,000.

**COUNT 1**  
**SECURITIES FRAUD, a third degree felony**  
**(Porter)**

- 36. Pat and Tina Porter have known MAESTAS for a long time and MAESTAS was the one who introduced them to each other.
- 37. In January 2004 the Porters talked to MAESTAS about their desire to start their own business.

38. The Porters ended up agreeing to pay MAESTAS \$60,000 to open a branch of MAESTAS's company, Utah Trust Insurance. The Porters agreed to pay MAESTAS some cash up front, and the rest would be paid by MAESTAS taking a portion of the Porter's insurance commissions for the first year.
39. In September 2004 the Porters told MAESTAS they were having financial problems with the business expenses. They told MAESTAS they were paying their daughter to work for them and they were maintaining the bills, but they were not generating enough money from the company.
40. MAESTAS suggested to the Porters to take out a \$2,500 loan from Wells Fargo, give it to him for ten days, he would use the money for advertising, and in return he would give them back their \$2,500 plus an additional \$500.
41. On September 16, 2004 the Porters gave a personal check to MAESTAS for \$2,500, the check was made payable to MAESTAS personally. The Porters never received back the \$2,500 or any interest as promised.

**COUNT 2**  
**SECURITIES FRAUD, a second degree felony**  
**(Ed Vigil)**

42. Ed Vigil first learned about Johnny MAESTAS from his insurance agent, Brent Christensen. Vigil had sold his home and was looking to invest the proceeds. Christensen told Vigil he was not licensed to deal with investments, but MEASTAS was an investment counselor and could help him.

43. Vigil met with MAESTAS at Brent Christensen's office in Sandy, Utah<sup>#</sup> in 2005 to discuss how much money he had to invest and what kind of a plan he had for investing his money.
44. MAESTAS recommended that Vigil invest in MAESTAS's company, Utah Trust Insurance Agency. MAESTAS told Vigil he would find an appropriate investment for Vigil, but in the mean time he could put Vigil's money with Utah Trust and he would pay Vigil 10% per year.
45. MAESTAS told Vigil his money would always be available for Vigil to withdraw and that his money would be used for advertising.
46. Vigil decided to invest on February 15, 2005 by giving MAESTAS a Bank of Utah official check for \$3,923 made payable to Utah Trust Insurance.
47. Vigil said he decided to invest again on February 23, 2005 by giving MAESTAS a Bank of Utah official check for \$23,538 made payable to Utah Trust Insurance.
48. Vigil said that he received \$7,200 in interest payments from MAESTAS that he in turn signed back over to MAESTAS to increase his investment amount.
49. On February 1, 2008 Vigil received a Utah Trust Insurance check from MAESTAS for \$21,500; the check did not clear.
50. Later in 2008, Vigil asked MAESTAS about the lack of payments and MAESTAS told Vigil he had something big in the works, MAESTAS also told Vigil he was working on things and did not appreciate Vigil's questioning.

51. At one point, MAESTAS told Vigil that Scott Liljenquist had taken all the money, purchased American Express cash cards, and put them away in his family's trust.
52. Although request has been made, Vigil has not received any money back from MAESTAS other than the interest payments Vigil signed back over to MAESTAS.

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

53. John and Reineke Vigil first met MAESTAS through John's brother, Ed Vigil in the summer of 2005. Ed recommended MAESTAS as an insurance agent to the Vigils.
54. The Vigils scheduled an appointment for MAESTAS to come to their home in the summer of 2005.
55. MAESTAS helped them with their insurance needs and then spoke to them about investing in his company, Utah Trust Insurance Company.
56. MAESTAS told the Vigils that in return for investing in his company he would pay their insurance premiums for them (approx \$255 per month), paid quarterly, and they would receive a percentage of the future profits of the company.
57. MAESTAS told the Vigils their investment money would be used to advertise for his company.
58. MAESTAS told the Vigils they would never lose their money, there was absolutely no risk, their money would be safe, and they could get their money out at any time.

59. MAESTAS asked the Vigils to keep this deal to themselves.
60. In August 2005, the Vigils decided to invest with MAESTAS by giving him two personal checks, one for \$18,000 and one for \$7,000, both checks were made payable to Utah Trust Insurance Agency.
61. The Vigils decided to invest again on December 15, 2005 by giving MAESTAS a Granite Credit Union official check for \$25,000 made payable to Utah Trust. MAESTAS told the Vigils he needed the money for advertising and for expanding his business.
62. MAESTAS asked Reineke Vigil to draw up some contracts that he would review and sign. Reineke prepared a document and they all signed the contract on December 15, 2005.
63. The contract states that the Vigils would receive 11.99% annual simple interest quarterly in the amount of \$1,500 for two years. At the end of the two years the Vigils would have the option to renew the contract for an additional two years or to withdraw their principal.
64. The contract was signed by John L. Vigil , Rieneke Vigil, and Johnny E. Maestas on December 15, 2005.

**COUNT 4**  
**SECURITIES FRAUD, a second degree felony**  
**(Vigils)**

65. In November of 2007 MAESTAS approached the Vigils again asking for more money. MAESTAS told the Vigils he needed money for something computer realated for the

new business.

66. The Vigils decided to invest again on November 9, 2007 by giving MAESTAS a Granite Credit Union official check for \$5,000 made payable to Johnny E. MAESTAS. The Vigils also took out a \$20,000 loan at Credit Union One and gave MAESTAS a Credit Union One check for the \$20,000 made payable to Johnny E. MAESTAS.
67. MAESTAS told the Vigils he would have the money paid back in three weeks and he would make it worth their time.
68. The Vigils have received four checks from MAESTAS as repayment, one for \$1,000, one for \$30,500, one for \$18,574.65, and one for \$50,000. The Vigils have not been able to collect on any of these checks, and the \$30,500 had a stop payment put on it by MAESTAS.
69. The Vigils did receive approximately \$6,120 in insurance premium payments, and MAESTAS did pay \$12,189.32 toward one of the Vigils' loans. Although request has been made the Vigils are still owed \$62,810.68 in principal alone.

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

70. Purser met Johnny MAESTAS at Ed Vigil's house on January 17, 2007. At this time Ed had already been investing with MAESTAS for two years. Ed told Purser he had not requested any of his money from MAESTAS in the two years.
71. MAESTAS told Purser he was starting a new company, New Star Group, the company

was already doing well, but he needed money for advertising. MAESTAS mentioned projections for what the company was going to make, she does not remember what the numbers were exactly, but that they were a lot more than she was going to be investing. MAESTAS promised Purser a return of 10.25% on her investment.

72. Purser decided to invest on January 17, 2007 by giving a personal check for \$49,000 made payable to Utah Trust Insurance to MAESTAS. In return for her investment, Purser received a New Star Group Contribution Agreement for \$49,000 dated January 18, 2007 that contained the signature of Johnny E. MAESTAS.
73. The agreement states that Purser will receive 10% for 12 months and that the contract can only be extended by mutual agreement of the parties.
74. Purser decided to invest again by giving two personal checks to MAESTAS, one for \$47,000 on January 25, 2007 and one for \$41,000 on January 29, 2007, both made payable to Utah Trust.
75. In return for these investments, Purser received a New Star Group Contribution Agreement for \$88,000 dated January 28, 2007 that contained the signature of Johnny E. MAESTAS. The Agreement had the same terms as the above quoted agreement.
76. MAESTAS approached Purser in October of 2007 asking for more money. MAESTAS told her that he needed her money to continue funding something to do with the company. Because of problems Purser was having getting her interest payments from MAESTAS she did not invest more money with MAESTAS.

77. In January 2008 Purser went to New Star and demanded she get her money back. MAESTAS wrote her a check for \$13,688.17 which did clear Purser's account.
78. Purser asked for all of her money back and MAESTAS wrote her a check for \$137,100 on February 1, 2008 and told Purser not to cash it until February 8, 2008. Purser contacted Mountain America Credit Union on February 8, 2008 to see if there were funds available and she was told there were insufficient funds to cover the check.

**COUNT 6**  
**SECURITIES FRAUD, a second degree felony**  
**(Harmon)**

79. Harmon has used MAESTAS as his insurance agent for over twelve years. In April 2008 MAESTAS went to Harmon's house to talk to him about insuring a boat Harmon had just purchased. After talking about Harmon's insurance needs, MAESTAS asked Harmon if he knew what else he was doing. MAESTAS then told Harmon about a new business he had just started called IDS International or Identity Solutions.
80. MAESTAS told Harmon that IDS was an identity theft insurance company and that he was working with underwriters like Lloyds of London. MAESTAS told Harmon he was working with Peak Alarm, Nokia, and Larry H. Miller to get deals in place.
81. MAESTAS told Harmon the idea was that each customer or subscriber to these companies would be covered with identity theft insurance. MAESTAS told Harmon he was working on a deal with Sam's Club and showed him some paper work that had

“Sam’s West” on the sheet, but Harmon did not get a good enough look at the paper to tell what it actually was.

82. MAESTAS told Harmon the Sam’s Club deal was going to bring in millions and that he wanted to share the money. MAESTAS told Harmon he wanted to allow a select few in on this deal, that he already had one other investor, and was willing to allow a total of three investors in on the ground floor.
83. MAESTAS told Harmon that for \$25,000 he would get 5% ownership of MAESTAS’s company. MAESTAS told Harmon that \$25,000 really wasn’t that much money. Harmon told MAESTAS that he was not sure and that he wanted to think about it for a while.
84. On May 30, 2008 MAESTAS went to Harmon’s house and brought him a promissory note for \$25,000 dated May 30, 2008 and contained the signature of Johnny MAESTAS. The note stated that Harmon would receive eight percent (8.00%) per annum on the unpaid principal balance.
85. MAESTAS called Harmon on June 1, 2008 and told him that after the Sam’s Club deal was done he could not let Harmon in as an investor. MAESTAS told Harmon that he did not need his money and that he was just doing him a favor allowing him to get in on this deal.
86. Harmon told MAESTAS he did not have \$25,000 cash to give him, but he had good credit and could get a loan. Harmon also told MAESTAS that although he could get a

loan, he could not afford to pay the loan payments for very long. MAESTAS told Harmon that the deal would be done within sixty days.

87. On June 1, 2008 Harmon gave MAESTAS a Capital One convenience check for \$9,500 made payable to Johnny MAESTAS. Harmon told MAESTAS that he would apply for a \$25,000 loan from Capital One.
88. On June 2, 2008 MAESTAS went to Harmon's home and gave him two Utah Trust Insurance loan contracts, one for \$9,500 and the other for \$25,000 (the proceeds from the Capital One loan) both dated June 2, 2008, and both contained the signature of Johnny E. MAESTAS.
89. The \$9,500 loan contract stated that MAESTAS would pay Harmon \$800 per month, the \$25,000 loan contract stated that Harmon would receive 7% of IDS International and that MAESTAS would make the loan payments on Harmon's \$25,000 loan.

**COUNT 7**  
**SECURITIES FRAUD, a third degree felony**  
**(Harmon)**

90. On June 15, 2008 MAESTAS went to Harmon's home and asked Harmon if Harmon could give him an additional \$50,000. Harmon agreed to go to America First Credit Union to see if he could get approved for another loan. Harmon knew he was not going to accept the loan, but went anyway just to please MAESTAS. Harmon ended up not qualifying for the loan.

91. MAESTAS told Harmon that if he was able to get any more money he would up Harmon's percentage in the company to 12%. Harmon told MAESTAS that he had another credit card with a zero balance.
92. MAESTAS told Harmon he needed \$5,000 for advertising to get his company to show up first on search engines on the internet.
93. Prior to June 23, 2008 Harmon had lunch with MAESTAS and asked him specifically about risk, considering the fact that MAESTAS was asking for more money. MAESTAS told Harmon that there was no risk because if something went wrong he would sell the company in order to pay back investors.
94. On June 23, 2008 Harmon went to Zions Bank and got a cash advance from his Discover Card for \$4,800 and had a cashier's check made payable to Johnny MAESTAS. Because Harmon could not get the full \$5,000 from his credit card he wrote MAESTAS a personal check for the remaining \$200.
95. Although Harmon has requested all of his money back from MAESTAS, Harmon has only received back \$4,126.14 in interest payments and loan payments. Harmon is owed \$35,373.86 in principal alone for Counts 6 and 7.

**COUNT 8**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT, a second**  
**degree felony**  
**(Purser)**

96. When Laura Purser invested with MAESTAS she 65 years of age or older.

**COUNT 9**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT,**  
**a second degree felony**  
**(Ed Vigil)**

97. When Ed Vigil invested with MAESTAS he was 65 years of age or older.

**COUNT 10**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT,**  
**A second degree felony**  
**(John & Rieneke Vigil)**

98. When John and Rieneke Vigil invested with MAESTAS they were both 65 years of age or older.

**COUNT 11**  
**PATTERN OF UNLAWFUL ACTIVITY, a second degree felony**

99. From September 2004 through June 2008 MAESTAS took at least \$686,961 from at least eight investors, and engaged in conduct which constituted the commission of at least three episodes of unlawful activity as defined in Utah Code Ann. §76-10-1603.
- MAESTAS: (1) received proceeds derived, directly or indirectly, from a pattern of unlawful activity as more fully defined in Counts 1 through 10 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 and abuse, neglect or exploitation of a vulnerable adult. This is a violation of Utah Code Ann. §76-10-1603(5), a second degree felony.

**SUMMARY**

Based on my review of the evidence there is probable cause to believe that MAESTAS committed the crimes of:

**SECURITIES FRAUD, a second degree felony, 5 counts**

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

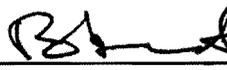
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT  
a second degree felony, 3 counts**

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

DATED this 31 day of AUGUST, 2009.

  
JONATHAN STEWART, Affiant

SUBSCRIBED AND SWORN before me this  
31 day of AUGUST, 2009.

  
JUDGE, THIRD DISTRICT COURT

