

**FILED DISTRICT COURT**  
Third Judicial District

OCT 31 2006

By AV SALT LAKE COUNTY  
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, Utah 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, :  
 :  
vs. : **CRIMINAL INFORMATION**  
 :  
 :  
**BRADLEY R. KEYSER** : Case No: 061907231  
DOB: October 3, 1961 :  
 :  
Defendant. : Judge: \_\_\_\_\_

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

**SECURITIES FRAUD**  
a second degree felony (3 counts)

**THEFT, a second degree felony (2 counts)**

**ABUSE, NEGLECT OR EXPLOITATION OF A VULNERABLE ADULT,**  
a second degree felony (2 counts)

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

Commencing on or about April 2002, in the State of Utah, County of Salt Lake, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **James Wynn**, 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**  
**SECURITIES FRAUD**  
**a second degree felony**

Commencing on or about July 2003, in the State of Utah, County of Salt Lake, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **Sheree Wynn**, 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 January 2004, in the State of Utah, County of Salt Lake, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **James**

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

Commencing on or about April 2002, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (**Barbara Wynn and Edward Wynn**), and knowingly, by deception or intimidation, obtained or used, or endeavored to obtain or use, the vulnerable adults' funds, credit, assets, or other property with the intent to temporarily or permanently deprive the vulnerable adults of the use, benefit, or possession of the adults' property, for the benefit of someone other than the vulnerable adults, in violation of Utah Code Ann. § 76-5-111. This violation is a second degree felony.

**COUNT 5**  
**ABUSE, NEGLECT OR EXPLOITATION OF A**  
**VULNERABLE ADULT**  
**a second degree felony**

Commencing on or about May 2003, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (**Barbara Wynn and Edward Wynn**), and knowingly, by deception or intimidation, obtained or used, or endeavored to obtain or use, the vulnerable adults' funds, credit, assets, or other property with the intent to temporarily or permanently deprive the vulnerable adults of the use, benefit, or possession of the adults'

property, for the benefit of someone other than the vulnerable adults, in violation of Utah Code Ann. § 76-5-111. This violation is a second degree felony.

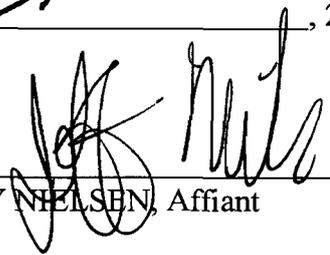
**COUNT 6**  
**THEFT, a second degree felony**

Commencing on or about July 2003, the defendant obtained or exercised unauthorized control over the property of **Sheree Wynn**, with a purpose to deprive her thereof. The value of the property exceeds \$5,000.00. This is a violation of Utah Code Ann. § 76-6-404, a second degree felony.

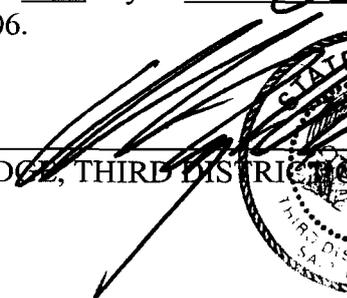
**COUNT 7**  
**THEFT, a second degree felony**

Commencing on or about January 2004, the defendant obtained or exercised unauthorized control over the property of **James Harman**, with a purpose to deprive him thereof. The value of the property exceeds \$5,000.00. This is a violation of Utah Code Ann. § 76-6-404, a second degree felony.

DATED this 31<sup>st</sup> day of oct, 2006

  
\_\_\_\_\_  
JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN to before me on  
This 9<sup>th</sup> day of oct,  
2006.

  
\_\_\_\_\_  
JUDGE, THIRD DISTRICT COURT



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

1. James Wynn
2. Sheree Wynn
3. James Harman
4. Richard Schofield
5. Stu Parker
6. Bradley Kaiser
7. And Others.

AUTHORIZED FOR PRESENTMENT AND FILING this 27 day of

October, 2006

MARK L. SHURTLEFF  
Utah Attorney General

By:

  
\_\_\_\_\_  
E. NEAL GUNNARSON  
Assistant Attorney General

**FILED DISTRICT COURT**  
Third Judicial District

OCT 31 2006

By AV SALT LAKE COUNTY  
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, : Bail \$ \_\_\_\_\_  
 :  
 Plaintiff, :  
 : **WARRANT OF ARREST**  
 vs. :  
 :  
 **BRADLEY R. KEYSER** : Case No: 061907231  
 DOB: October 3, 1961 :  
 : Judge: \_\_\_\_\_  
 Defendant. :

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

GREETINGS:

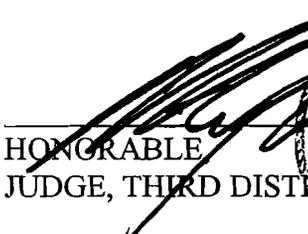
An Information, upon oath, having been this day made before me by Investigator Jeffery Nielsen, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense(s) of: **Securities Fraud, a second degree felony, 3 counts;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

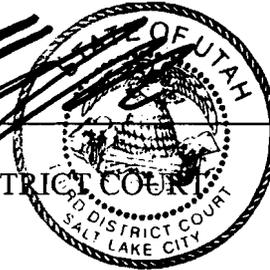
the defendant, BRADLEY R. KEYSER, has committed these offenses,

**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 \$ 10,000.

DATED this 3<sup>rd</sup> day of Oct, 2006

  
HONORABLE  
JUDGE, THIRD DISTRICT COURT



Defendant's Address:

9446 Windermere Court  
South Jordan, UT

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

DATE: 03/03/2006

  
DEPUTY CLERK



OCT 31 2006

By HW 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. :  
 :  
 **BRADLEY R. KEYSER** : Case No: 061907231  
 DOB: October 3, 1961 :  
 : Judge: \_\_\_\_\_  
 Defendant. :

---

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

I, JEFFERY NIELSEN, being first duly sworn upon oath, depose and state as follows:

1. I am currently employed as an investigator with the Utah Division of Securities following my completion of an internship with the Division during the Spring/Summer of 2006. I have worked as the primary investigator on several cases; and, during my internship I assisted other Investigators for the Division of Securities on other cases. I am currently

a full-time student at the University of Utah and I will graduate with a degree in Sociology with a minor in Middle Eastern studies in Spring 2007. I am currently investigating possible violations of securities fraud statutes and related criminal code violations by BRADLEY R. KEYSER.

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 James Wynn, Sheree Wynn, James Harman, Richard Schofield, Stu Parker, Bradley Keyser and others.

#### **PARTIES**

3. BRADLEY R. KEYSER, at all pertinent times, resided in Utah, and his last know address is 9446 Windermere Court, South Jordan, Utah 84095.
4. Processing Programs, a DBA, is registered with the Utah Division of Corporations and Commercial Code. BRADLEY R. KEYSER is listed as Applicant and Registered Agent. Processing Program's status is "expired."
5. Cybacom, Inc. is not registered with the Division of Corporations and Commercial Code.
6. Global Cash Card, Inc. is not registered with the Division of Corporations and Commercial Code.

#### **BACKGROUND**

7. Utah court records reveal that during the period between April 1999 and October 2005, BRADLEY R. KEYSER has been sued several times resulting in judgments in excess of

seventy five thousand dollars and had a tax lien filed for over one hundred twenty thousand dollars against a business he owned.

8. United States Bankruptcy court records reveal that BRADLEY R. KEYSER filed for bankruptcy on November 30, 1999.
9. Between April 2002 and September 2003, BRADLEY R. KEYSER (KEYSER) sold two promissory notes to two investors and accepted \$75,000 in investor funds. Both promissory notes were issued by KEYSER and signed by KEYSER. The notes were unsecured, had a term of one year, and offered a ten percent profit to the investor.
10. Between April 2004 and September 2004, KEYSER entered into a verbal investment contract with one investor and accepted \$55,000 of investor funds. KEYSER promised the investor the return of his principal, plus a profit.
11. KEYSER met with investors in various locations within the County of Salt Lake. KEYSER told two individuals their investments would be used for KEYSER's credit card processing company and its associated company. KEYSER told one investor his money would be used to buy out KEYSER's business partner.
12. KEYSER made only one interest payment of \$5,000 to an investor in May 2003 when the investor's note had matured. KEYSER made no additional payments to any investors.
13. KEYSER did not tell investors of his history of judgments or of a Chapter 7 bankruptcy, with the exception that KEYSER told one investor about a \$121,093 tax lien.
14. KEYSER did not provide investors with the information ordinarily provided in a

prospectus including but not limited to: financial statements, descriptions of the backgrounds of the company officers and directors, a list of the risk factors relating to the investment, and a discussion of the company's business operations.

15. Investors have been unable to recover any principal from KEYSER. Investor loses total \$130,000.

**COUNT 1**  
**SECURITIES FRAUD, a second degree felony**  
**(James Wynn)**

16. James Wynn (J. Wynn) and Sheree Wynn (S. Wynn) first heard about an investment with KEYSER from J. Wynn's parents.
17. KEYSER met with J. Wynn and S. Wynn multiple times during April and May 2002 at J. Wynn and S. Wynn's home in Sandy, Utah. KEYSER told J. Wynn and S. Wynn about an investment opportunity with KEYSER's company, Processing Programs (Programs). KEYSER told J. Wynn and S. Wynn that Programs was a DBA of another company called Cybacom, Inc. (Cybacom). KEYSER said Programs was a start up company and needed investors to help get the company going. KEYSER said Programs offered credit card services and charged companies a fee for each credit card transaction processed. KEYSER said a few large companies, such as USANA, had already signed up for the service Programs provided and he was in contract talks with other companies. KEYSER said Programs was accepting investors for a limited time, and promised a 10% annual

return if J. Wynn and S. Wynn invested. KEYSER said the money J. and S. Wynn invested would be used to support the programs and the credit card processing services. J. Wynn and S. Wynn did not authorize their money to be used for any purpose other than to support the programs and credit card processing services.

18. Before J. Wynn invested on May 16, 2002, KEYSER made the following statements to J. Wynn and S. Wynn:

- a. There was a big market opportunity for Programs because of potential subscribers, such as local companies interested in beginning business;
- b. KEYSER was looking for the last little bit of money (around \$50,000 to \$100,000) for capitalization and then the opportunity would be closed to investors;
- c. The investment would make money only through the promissory notes given by KEYSER;
- d. J. Wynn and S. Wynn could get back their money at any time, and there were no obligations to leave the money in the investment;
- e. All money invested was to be used to fund the operations of Programs; and,
- f. KEYSER invested a lot of his own money in Programs.

19. KEYSER did not provide J. Wynn and S. Wynn with the information ordinarily provided in a prospectus including but not limited to: financial statements, descriptions of the back-grounds of the company officers and directors, a list of the risk factors relating to

- the investment, and a discussion of the company's business operations.
20. KEYSER failed to disclose other material facts during his discussions with J. Wynn and S. Wynn. KEYSER did not tell J. Wynn and S. Wynn about his involvement in civil law suits or his bankruptcy, and in an interview with KEYSER by your affiant, KEYSER admitted to not disclosing this information to J. Wynn and S. Wynn . KEYSER failed to discuss: suitability factors for the investment, how KEYSER would be compensated for selling the investments, if there were any other investors, if KEYSER was licenced as a broker-dealer or agent, if the promissory note KEYSER offered for the investment was a security, and if the security was registered or exempt from registration.
  21. On or about May 16, 2002, J. Wynn invested by giving a \$50,000 check to KEYSER at J. Wynn's home in Sandy, Utah. In return for the investment, KEYSER gave J. Wynn a promissory note. J. Wynn said he invested for profit and had no managerial responsibilities for the operation of Programs.
  22. Bank records reveal J. Wynn's \$50,000 investment check dated May 16, 2002, was endorsed "Brad R. Keyser, Processing Programs" and cashed at America First Credit Union on May 17, 2002, as evidenced by KEYSER's use of his Utah Driver's License as identification, a thumb print on the check, and a bank stamp indicating the check was cashed.
  23. Also on May 17, 2002, a \$35,000 cashier's check #2440024 was purchased at America First Credit Union by KEYSER. The payee on the cashier's check was "Brad Keyser Re:

James Wynn” (J. Wynn and S. Wynn said they did not purchase this cashier’s check).

Bank records reveal the cashier’s check was deposited into KEYSER’s account at Zion’s Bank on May 17, 2002, bringing the account balance to \$35,100. On May 21, 2002, KEYSER wrote a \$35,000 counter check for cash at Zion’s Bank withdrawing the funds, leaving the account balance at \$100.

24. J. Wynn said when the promissory note matured on or about May 2003, he contacted KEYSER about the interest money due and to request a statement on his account. Within a month of the request, KEYSER hand delivered a \$5,000 check to J. Wynn at J. Wynn’s home in Sandy, Utah.
25. On or about April 2005, J. Wynn contacted KEYSER by email to request a withdrawal of \$40,000 from J. Wynn’s account. A couple of days later, KEYSER, by return email, said he would have the money a week later and would contact J. Wynn at that time. KEYSER never delivered the money. According to J. Wynn and S. Wynn, KEYSER continually put them off to avoid returning their money.

**COUNT 2**  
**SECURITIES FRAUD, a second degree felony**  
**(S. Wynn)**

26. On or about July 2003, KEYSER solicited J. Wynn and S. Wynn at their Sandy home again. KEYSER offered J. Wynn and S. Wynn a separate investment opportunity with the same terms as their first investment. KEYSER said he was involved with Cybacom

and gave J. Wynn and S. Wynn a copy of Cybacom's business plan (in which KEYSER is listed as National Sales Manager). KEYSER told J. Wynn and S. Wynn that Cybacom dealt with pre-loaded credit cards.

27. KEYSER told J. Wynn and S. Wynn their money would be invested in Cybacom, not in Programs like the first investment. KEYSER said the investment would be in their names, and the money would be used to support Cybacom. KEYSER told J. Wynn and S. Wynn he would issue them a promissory note in return for their investment. J. Wynn and S. Wynn did not authorize their money to be used for any purpose.
28. KEYSER failed to disclose other material facts during his discussions with J. Wynn and S. Wynn. KEYSER did not tell J. Wynn and S. Wynn about his involvement in civil law suits or his bankruptcy, and in an interview with KEYSER by your affiant, KEYSER admitted to not disclosing this information to J. Wynn and S. Wynn . KEYSER failed to discuss: suitability factors for the investment, how KEYSER would be compensated for selling the investments, if there were any other investors, if KEYSER was licenced as a broker-dealer or agent, if the promissory note KEYSER offered for the investment was a security, and if the security was registered or exempt from registration.
29. S. Wynn met KEYSER at Zion's Bank on 4675 S. Highland Drive, Salt Lake City, Utah, on or about September 12, 2003, and gave KEYSER a check in the amount of \$25,000. KEYSER issued a \$25,000 promissory note to S. Wynn in return for the investment. Both KEYSER and S. Wynn signed the note in front of a notary at Zion's Bank.

30. Bank records reveal KEYSER deposited S. Wynn's \$25,000 investment check into KEYSER's Zion's account on September 12, 2003. Three days later, on September 15, 2003, KEYSER wrote a counter check made payable to Zion's in the amount of \$20,261.31. KEYSER used the remaining \$4,738.69 for clothing, entertainment, mortgage payments, groceries, restaurants, insurance, tithing, gasoline, household expenses, medical, and automobile expenses.
31. S. Wynn's promissory note matured in September 2004, yet S. Wynn said she did not receive a payment or statement from KEYSER.
32. Sometime after April 2005, S. Wynn did internet research on Cybacom and found the contact information for Richard Schofield (Schofield), the CEO of Cybacom.
33. S. Wynn contacted Schofield on or about January 10, 2006. Schofield told S. Wynn that Cybacom went under. Schofield said KEYSER invested \$17,000 in Cybacom, but KEYSER later withdrew \$5,000, leaving \$12,000 invested. Schofield told S. Wynn he had no knowledge of J. Wynn and S. Wynn investing any money in Cybacom.

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

34. James Harman (Harman) said he met KEYSER through their children's baseball team. On or about January or February of 2004, Harman said he received a phone call from KEYSER, who solicited Harman to invest. Harman said he and KEYSER talked about

investing on the telephone a few times and at lunch at restaurants in Salt Lake County.

35. During telephone calls and at lunch, KEYSER told Harman about Global Cash Cards (Global), a Las Vegas multi-level marketing company doing business with payroll cards. KEYSER said Global had lots of potential and showed Harman a briefcase full of documents about Global's product, which were payroll cards. KEYSER said the potential for profit was even greater if big corporations like McDonald's were to sign up for Global's product. KEYSER told Harman about a deal made with Tahitian Noni and how this deal would bring in lots of money. KEYSER also talked about USA Cash, a company that signed up for Global's product through KEYSER, and how this deal was supposed to bring in \$1 per card. This, according to KEYSER, would bring in "more money than [KEYSER] could ever spend." KEYSER said Global was a new successful company and had the best product in the business of pay roll cards. KEYSER said Global's market was a "field ripe and ready to be harvested." KEYSER told Harman the backer for Global, Joe Purcell, was making "big profits." KEYSER failed to disclose to Harman the deal with Tahitian Noni was actually a deal KEYSER had made when working with Cybacom.
36. KEYSER told Harman he had a business partner and in order to make more money with Global, KEYSER needed to buy out his partner. KEYSER asked Harman to invest money with KEYSER to buy out KEYSER's business partner. KEYSER told Harman after the partner was gone, KEYSER would split all money made from accounts at

Global fifty-fifty with Harman. Harman said KEYSER told him Harman would make all his investment money back plus a profit. Harman did not authorize his money to be used for any purpose other than buying out KEYSER's business partner.

37. KEYSER told Harman about KEYSER's involvement with the Maddox Restaurant and how KEYSER was "set up" and "got stuck with Maddox and their debt." KEYSER also told Harman about his involvement with the Ice Castle Restaurant, and how KEYSER had problems with the owners of the Ice Berg restaurants. KEYSER did not disclose any legal proceedings resulting from these ventures. Specifically, KEYSER did not mention filing a Chapter 7 bankruptcy and many judgments entered against him. However, KEYSER did mention a \$121,093 tax lien.
38. KEYSER did not provide Harman with the information ordinarily provided in a prospectus including but not limited to: financial statements, descriptions of the backgrounds of the company officers and directors, a list of the risk factors relating to the investment, and a discussion of the company's business operations.
39. KEYSER told Harman he needed \$55,000 to buyout his partner, but Harman said he was only willing to invest \$25,000. KEYSER agreed to accept the \$25,000. Harman invested 25,000 by giving KEYSER two checks in South Jordan, Salt Lake County, Utah. The first check was a \$10,000 check, dated April 1, 2004, and drawn on Harman's Bank One account. The check was made payable to KEYSER. A copy of the check shows it was cashed, as evidenced by KEYSER's Utah Driver's License used as identification and a

thumb print on the check.

40. The second check, dated April 29, 2004, was a \$15,000 check drawn on Harman's Bank One account and made payable to KEYSER. This check also appears to be cashed, as evidenced by use of KEYSER's Utah Driver's License number and a Visa card number as identification, in addition to KEYSER endorsing the check.
41. Sometime after April 29, 2004, KEYSER told Harman the \$25,000 would not be enough money and he needed to invest more money to reach the original \$55,000, or would risk losing everything. Based on KEYSER's representations, Harman invested the additional \$30,000.
42. Harman invested the additional \$30,000 through three monthly installments of \$10,000, all in South Jordan, Utah. The first of these payments was on July 26, 2004 by personal check made payable to KEYSER. This check was drawn on Harman's Bank One account. A copy of the check reveals it was transferred into a cashier's check on July 26, 2004.
43. The second installment of \$10,000 was made on August 23, 2004 by personal check made payable to KEYSER. This check was also drawn on Harman's Bank One account. Bank records reveal KEYSER deposited this check into KEYSER's Zion's Bank account, bringing the balance to \$10,114.80. Bank records reveal KEYSER spent this \$10,000 of investment funds on clothing, entertainment, mortgage payments, groceries, restaurants, insurance, tithing, gasoline, household expenses, medical, and automobile

expenses.

44. On September 2, 2004, Harman made the last installment of \$10,000, by personal check payable to KEYSER. This check is again drawn on Harman's Bank One account. A copy of the check reveals KEYSER cashed the check, as evidenced by use of KEYSER's Utah Driver's License number as identification, KEYSER endorsed the check, and a thumb print is present on the check.
45. Between July 2004 and September 2004, KEYSER told Harman that KEYSER was using Harman's investment money for personal use. KEYSER said because of his prior tax lien, the IRS had seized one of KEYSER's accounts, causing KEYSER to lose between \$30,000 and \$50,000, which made it necessary for KEYSER to use Harman's investment money for personal expenses. KEYSER talked about how Harman had helped save KEYSER's house, and KEYSER told Harman he cashed some of Harman's investment checks, but did not tell Harman how he used the cash.
46. Harman has not received any return of principal or interest from KEYSER.

**COUNT 4**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT, a second**  
**degree felony**  
**(Edward and Barbara Wynn)**

47. KEYSER solicited and received money from J. Wynn's parents, Barbara Wynn (B. Wynn) and Edward Wynn (E. Wynn). Since making the investment, B. Wynn and E. Wynn have suffered from the affects of Alzheimer's.

48. On or about April 22, 2002, KEYSER issued a \$30,000 promissory note. The promissory note shows the borrower to be “Brad R. Keyser for credit card processing program” and is signed “Brad R. Keyser.” At the time of the investment, both B. Wynn and E. Wynn were 79 years old.
49. KEYSER had a business relationship with B. Wynn and E. Wynn through the selling of the investment, and KEYSER deceptively obtained and used B. Wynn and E. Wynn’s funds with the intent to temporarily or permanently deprive B. Wynn and E. Wynn of the use, benefit, or possession of their property. KEYSER admitted to your affiant during an interview on July 12, 2006, that he failed to disclose any law suits, including a Chapter 7 bankruptcy, to B. Wynn and E. Wynn prior to their investment.

**COUNT 5**  
**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT, a second**  
**degree felony**  
**(E. Wynn and B. Wynn)**

50. On or about May 30, 2003, KEYSER again solicited and received money from B. Wynn and E. Wynn as evidenced another \$30,000 promissory note. The promissory note shows the borrower to be KEYSER. At the time of this second investment, B. Wynn was 80 years old and E. Wynn was 81 years old.
51. KEYSER had a business relationship with B. Wynn and E. Wynn through the selling of the investment, and KEYSER deceptively obtained and used B. Wynn and E. Wynn’s

funds with the intent to temporarily or permanently deprive B. Wynn and E. Wynn of the use, benefit, or possession of her property. KEYSER admitted to your affiant during an interview on July 12, 2006, that he failed to disclose any law suits, including a Chapter 7 bankruptcy, to B. Wynn and E. Wynn prior to May 30, 2003.

52. On September 29, 2006, KEYSER and Michael Hines, the Director of Enforcement for the Utah Division of Securities, had a discussion over the telephone. In the discussion, KEYSER admitted that he did not provide any written disclosure warning B. Wynn and E. Wynn of the risk involved with the investment, and Keyser admitted he did not disclose of his prior bankruptcy to B. Wynn and E. Wynn.

**COUNT 6**  
**THEFT, a second degree felony**  
**(S. Wynn)**

53. KEYSER represented to S. Wynn that he would use her money to invest with Cybacom. S. Wynn did not authorize any other use of her money. Bank records revealed KEYSER used some of the investment money for his own personal expenses.
54. KEYSER obtained money from S. Wynn and exercised unauthorized control of the money with the purpose to deprive her thereof.

**COUNT 7**  
**THEFT, a second degree felony**  
**(Harman)**

55. KEYSER represented to Harman that he would use his money to buy out KEYSER'S partner. Harman did not authorize any other use of his money. Bank records revealed

KEYSER used some of the investment money for his own personal expenses.

56. KEYSER obtained money from Harman and exercised unauthorized control of the money with the purpose to deprive him thereof.

**SUMMARY**

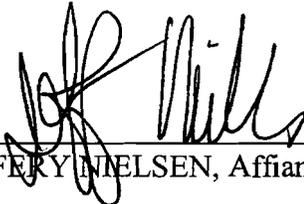
57. Based on my review of the evidence there is probable cause to believe that KEYSER committed the crimes of:

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

**ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT**  
a second degree felony, 2 counts

**THEFT**  
a second degree felony, 2 counts

DATED this 31<sup>st</sup> day of oct, 2006.

  
\_\_\_\_\_  
JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN before me this  
31 day of oct,  
2006.

  
\_\_\_\_\_  
JUDGE, THIRD DISTRICT COURT

