

FILED IN
DISTRICT COURT
MURRAY, UTAH
JULY 10 2011

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH, :
 :
 Plaintiff, : **AFFIDAVIT OF PROBABLE CAUSE**
 :
 vs. :
 :
 ALLEN, JORY C. : Case No: 071401444
 DOB: 05/10/1975 :
 :
 GILLEN, FRANK J. : Case No: 071401445
 DOB: 12/13/1968 :
 :
 WRIGHT, CHAD B. : Case No: 071401446
 DOB: 09/20/1971 :
 :
 Defendants. : Judge Howard / Div 5

STATE OF UTAH)
 :ss
 COUNTY OF UTAH)

I, JONNY 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 statutes and related criminal code violations by JORY C. ALLEN, FRANK J. GILLEN, AND CHAD B. WRIGHT.
2. The facts set forth in this affidavit are based upon the results of an investigation during which I have interviewed and/or collected and reviewed records from witnesses and other sources. I have received information from Shauna Badger, Bruce & Carol Jones, and Larry Jones.

PARTIES

3. Jory C. Allen, Frank J. Gillen, and Chad B. Wright, at all pertinent times, resided in Salt Lake City, Salt Lake County, Utah.
4. A search of the Utah's Division of Corporations web site reveals that City Lips Cosmetics, LLC was registered on February 2, 2005. Marcus Breun was listed as registered agent. According to records of the Utah Division of Corporations, Dave Green changed the name of City Lips Cosmetics, LLC to Distributor Sales, LLC on March 31, 2006.

5. A search of the Utah's Division of Corporations web site reveals that City Lips Marketing, LLC was registered on December 2, 2005, Chad Wright was listed as registered Agent. According to records of the Utah Division of Corporations, Chad Wright changed the name of City Lips Marketing, LLC to Distributor Marketing, LLC on May 30, 2006.
6. Jory Allen's City Lips business card states he is the Chief Operating Officer.
7. Frank Gillen's City Lips business card states he is the Finance Director.

BACKGROUND

8. City Lips ("CITY"), per its promotional material, claims that "CITY Lips is a Nighttime Collagen-Peptide Lip Plumping Treatment that is different than any other lip treatment-CITY Lips actually works." City Lips's promotional material also states that "CITY Lips'[sic] ingredients are clinically proven to work and are not available in any other lip treatment."
9. ALLEN, GILLEN and WRIGHT, through CITY, offered individuals an opportunity to invest in CITY.
10. From January 2004 through February 2005, two individuals and one couple invested in CITY through ALLEN, GILLEN, and WRIGHT: Shauna Badger ("BADGER") \$150,000; Bruce & Carol Jones ("B. & C. JONES") \$200,000; and Larry Jones ("L. JONES") \$104,000.

11. GILLEN told BADGER that CITY was a good company and they had paid a previous investor 3% per month without missing a payment.
12. ALLEN or WRIGHT told BADGER her investment would be for six months, she would receive a 3% return on her investment per month, her investment would be secured by inventory, she would receive a promissory note and a copy of CITY's financial statements.
13. GILLEN told C. JONES that CITY was doing well and cash was needed to replace product and to take the company to the next level. GILLEN told C. JONES that ALLEN and WRIGHT had stated they only needed the money for a short period of time and they were going to try to take the company public.
14. ALLEN and WRIGHT told B. & C. JONES that CITY was doing very well and they could easily pay 36% interest to investors, and CITY would give them signed contracts immediately.
15. GILLEN told L. JONES that CITY was a cosmetics company that was doing really well and they needed capital to launch their new lip-gloss, CITY had contracts with Safora, a well known cosmetics company, City would pay him 3% per month on his investment, and his investment would be for six months.

SECURITIES FRAUD

16. Between January 2004 and February 2005 ALLEN, GILLEN, and WRIGHT accepted \$454,000 in investor funds. None of the principal has been returned to the investors. The transactions involve investment contracts (verbal and written) which are securities as defined by Utah Code Ann. §61-1-13 (1953, as amended).
17. ALLEN, GILLEN, and WRIGHT misrepresented material facts to one or more investors in connection with the offer or sale of a security, including but not limited to:
 - a. ALLEN or WRIGHT told BADGER she would receive a 3% return on her investment per month, her investment would be secured by inventory, her investment would be for six months, she would receive a promissory note, and she would receive a copy of CITY's financial statements.
 - b. ALLEN and WRIGHT told B. & C. JONES that CITY could easily pay 36% interest to investors, that CITY could easily pay the money back after six months, and that they would receive signed contracts from CITY immediately after they invested.
 - c. GILLEN told L. JONES that CITY would pay him 3% per month on his investment, and his investment would be for six months.
18. ALLEN, GILLEN, and WRIGHT omitted material facts in discussions with one or more investors in connection with the offer or sale of a security, including but not limited to:
 - a. BADGER, B. & C. JONES, and L. JONES were not told about the operating history or track record of the companies involved;

- b. BADGER, B. & C. JONES, and L. JONES were not told about the principals in the company involved along with their experience in this type of business;
- c. BADGER, B. & C. JONES, and L. JONES did not receive financial statements of the company;
- d. BADGER, B. & C. JONES, and L. JONES were not told about risk factors for investors;
- e. BADGER, B. & C. JONES, and L. JONES were not told the number of other investors;
- f. BADGER, B. & C. JONES, and L. JONES were not told the minimum capitalization needed to participate in the investment;
- g. BADGER, B. & C. JONES, and L. JONES were not told the disposition of any investments received if the minimum capitalization is not achieved;
- h. BADGER, B. & C. JONES, and L. JONES were not told about any involvement of the issuers or principals in certain legal proceedings, including bankruptcy, and prior violation of state or federal securities laws;
- i. BADGER, B. & C. JONES, and L. JONES were not told about agent commissions or compensation for selling the investment;
- j. BADGER, B. & C. JONES, and L. JONES were not told whether the investment was a registered security or exempt from registration;

- k. BADGER, B. & C. JONES, and L. JONES were not told whether the person selling the investment was licensed;
- l. BADGER, and L. JONES were not told about the market for the product of the company;
- m. BADGER, and L. JONES were not told about the nature of competition for the product;
- n. BADGER, and L. JONES were not told about the current capitalization of the issuer;
- o. BADGER, and L. JONES were not given a description of how the investment makes money;
- p. BADGER, and L. JONES were not told about the liquidity of the investment;
- q. B. & C. JONES were not told about the track record of the company to investors; and,
- r. BADGER was not told about the proposed use of investment proceeds.

COUNT 1
SECURITIES FRAUD, a second degree felony
(Shauna Badger)

19. Shauna Badger who resides in Provo, Utah, said she first learned of CITY from GILLEN in January 2004.

20. On or about January 2004, BADGER had a conversation with GILLEN; during the conversation GILLEN told BADGER about an investment opportunity with a company called City Lips. GILLEN made the following statements:
- a. GILLEN said CITY was a good company;
 - b. GILLEN said CITY had paid a previous investor, Lee Jackson, 3% per month and had never missed a payment;
21. BADGER then spoke to either ALLEN or WRIGHT, but does not recall which one. During her conversation, ALLEN or WRIGHT made the following statements:
- a. ALLEN or WRIGHT said BADGER would receive a 3% return on her investment;
 - b. ALLEN or WRIGHT said BADGER's investment would be secured by inventory;
 - c. ALLEN or WRIGHT said BADGER's investment would be for six months;
22. ALLEN, WRIGHT, and GILLEN failed to provide Badger with the information outlined in paragraph 18 above.
23. On June 14, 2004 BADGER withdrew \$100,000 from her savings account in the form of a cashier's check, made payable to City Lips. GILLEN gave BADGER CITY's Wells Fargo Bank account number; BADGER went to Wells Fargo and deposited the cashier's check into CITY's bank account.

24. In February 2005, BADGER was contacted by GILLEN and was asked to meet with ALLEN and WRIGHT. BADGER met with ALLEN, GILLEN, and WRIGHT on February 15, 2005 in Provo, Utah.
25. At the meeting, WRIGHT told BADGER the company was booming, but they needed more capital. WRIGHT told BADGER he wanted to extend her investment contract for another six months. BADGER asked ALLEN and WRIGHT if the company was financial secure and both ALLEN and WRIGHT said "yes." WRIGHT and ALLEN promised to provide BADGER with a promissory note and CITY's financial statements.
26. On February 15, 2005, BADGER agreed to roll over her first note, a written copy of which she never received, and invest an additional \$50,000 with CITY.
27. On February 24, 2005, BADGER deposited a \$50,000 cashier's check made payable to City Lips Cosmetics into CITY's bank account at Wells Fargo.
28. BADGER received her 3% monthly interest payments from June 14, 2004 until May 3, 2005. When BADGER did not receive her May 2005 interest payment she called and left messages for ALLEN and WRIGHT, none of her telephone calls were returned.
29. BADGER spoke to CITY's receptionist and was told ALLEN or WRIGHT would call her back. The receptionist gave BADGER the name and phone number of the individual who was in charge of making interest payments for CITY. When BADGER called this individual she was told CITY was behind on making interest payments, but the payments would be caught up within a month.

30. ALLEN and WRIGHT never returned BADGER's telephone calls and BADGER did not receive another interest payment or any of her principal back from CITY.

COUNT 2
SECURITIES FRAUD, a second degree felony
(Bruce and Carol Jones)

31. Bruce and Carol Jones ("B. & C. JONES") who reside in El Dorado Hills, California, said they first heard about CITY from GILLEN, who C. JONES had invested with years ago when he worked at Alpine Securities.
32. GILLEN asked B. & C. JONES if they would be willing to meet with the founders of CITY to hear a proposal. GILLEN told C. JONES that CITY was doing well, but cash was needed to replace product and to take the company to the next step. GILLEN told C. JONES that ALLEN and WRIGHT had stated they only needed the money for a short period of time and they were going to try to take the company public.
33. B. & C. JONES attended a meeting on February 15, 2005 at GILLEN's office in Provo, Utah. While at the meeting ALLEN and WRIGHT made the following statements:
- a. ALLEN and WRIGHT said their company was doing very well and they could easily pay 36% to investors.
 - b. ALLEN and WRIGHT promised to give B. & C. JONES signed contracts immediately;
 - c. ALLEN and WRIGHT said they could easily pay B. JONES' money back after six months;

34. When B. & C. JONES returned to California, B. JONES withdrew \$200,000 out of his IRA account and wired it to his daughter, BADGER. BADGER then wired the \$200,000 to CITY's bank account.
35. After investing, B. & C. JONES received two \$6,000 interest payments from CITY. When the interest payments stopped, C. JONES tried to contact ALLEN and WRIGHT by telephone, but they would not return her telephone calls.
36. After B. & C. JONES were unable to speak to ALLEN or WRIGHT by telephone, B. JONES went to CITY's office in Salt Lake, Utah with his daughter, BADGER, there they spoke with Marie, WRIGHT's fiancée. Marie phoned ALLEN and ALLEN told Marie that he refused to talk to B. JONES or BADGER and that they were to leave immediately.
37. GILLEN arranged a meeting in Utah, but B. & C. JONES do not remember when the meeting took place. B. & C. JONES flew to Salt Lake City and met with ALLEN, GILLEN, Lee Jackson, a previous investor, and JACKSON's wife.
38. At the meeting, B. & C. JONES were given a long contract, but it was different than what had been previously represented to them. ALLEN told B. & C. JONES the contract had been written by Eric Robinson, the attorney for CITY. B. & C. signed the contract and gave it back to ALLEN. After signing contracts in this meeting, B. & C. JONES never received payments from CITY despite promises from ALLEN. Neither did they receive a signed copy of the contract.

39. In March 2006, C. JONES called ALLEN to try to work something out because B. & C. JONES were in such a bad financial situation. ALLEN told C. JONES she had no position in the company, CITY did not owe them any money, it was not CITY's debt, and anything they could arrange would be better than what she had now. ALLEN offered to make payments as soon as C. JONES signed a new agreement at 12% interest on a one year note. C. JONES asked for the offer in writing and ALLEN told her he would send her two offers.
40. ALLEN mailed two offers to B. & C. JONES, one for 10 years principal and interest, the other offered B. & C. JONES the ability to convert their investment to stock.
41. B. & C. JONES received a third offer from ALLEN for a 14-month loan at 15% interest to begin immediately with a balloon payment at the end. ALLEN told C. JONES she needed to sign a release stating everything in the past was over and she was starting over with this new note. When C. JONES received the release, it contained pages of untrue statements, along with several threats. C. JONES would not sign the release.
42. Because of the financial loss in their investment with CITY, B. & C. JONES had to sell their home.

COUNT 3
ABUSE, NEGLECT, OR EXPLOITATION OF A VULNERABLE ADULT
a second degree felony
(Bruce and Carol Jones)

43. B. & C. JONES, both over the age of 65, invested \$200,000 with CITY. ALLEN, GILLEN, and WRIGHT, in a position of trust and confidence, or in a business relationship with B. & C. JONES, advised B. & C. JONES to invest in CITY. GILLEN told B. & C. Jones that CITY was doing well, but cash was needed to replace product and take the company to the next step. ALLEN and WRIGHT told B. & C. Jones their company was doing very well and they could easily pay 36% to their investors, and they could easily pay back investment money after six months.
44. GILLEN, ALLEN, and WRIGHT knowingly, by deception or intimidation, obtained or used, or endeavored to obtain or use, the vulnerable adult's funds 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.

COUNT 4
SECURITIES FRAUD, a second degree felony
(Larry Jones)

45. Larry Jones, who resides in Peachtree City, Georgia said he first learned of CITY from GILLEN in November 2004.

46. On or about November 2004, GILLEN called L. JONES from his office in Provo, Utah concerning an investment opportunity with CITY. During the conversation GILLEN made the following statements:
 - a. CITY was a cosmetics company that was doing really well and they needed capital to launch their new lip-gloss;
 - b. CITY had contracts with Safora, a well known cosmetics company;
 - c. CITY would pay L. JONES 3% per month on his investment; and,
 - d. L. JONES'S investment would be for six months.
47. On November 22, 2004, L. JONES called Wells Fargo Bank and authorized a check to be cut in the amount of \$75,000 made payable to CITY which was mailed to CITY in Salt Lake City, Utah.
48. Thirty days after investing, L. JONES received his first interest payment from CITY.
49. L. JONES invested on two more occasions. On January 1, 2005, L. JONES invested with CITY by sending a personal check for \$4,000 made payable to CITY. On January 11, 2005, L. JONES sent a TD Waterhouse check for \$21,000 made payable to CITY. Both investment checks were mailed to CITY in Salt Lake City, Utah.
50. L. JONES asked GILLEN for a written contract. GILLEN emailed L. JONES a contract which L. JONES signed and mailed to CITY's corporate address in Utah. L. JONES was never furnished a copy of the signed document.

51. L. JONES did not receive interest payments from CITY after signing the contract and returning it to CITY. L. JONES tried to contact ALLEN and WRIGHT for several months via telephone, email, and through GILLEN, but received no response.
52. In September 2005, L. JONES confronted ALLEN in person at CITY's office in Salt Lake City, Utah. ALLEN told L. JONES that CITY could not make payments to L. JONES, the contract L. JONES had signed was never signed by ALLEN or WRIGHT, but was something made up by GILLEN, and that GILLEN was supposed to raise three million dollars for CITY.
53. In December 2005, L. JONES and his father B. JONES met with ALLEN in Utah. ALLEN said he wanted to rewrite the notes and start making payments. ALLEN promised L. JONES he would get L. JONES financial statements, but never did.
54. In May 2006, JONES drove to WRIGHT's home address in Utah and confronted him about L. JONES' investment. WRIGHT said he had not worked for CITY in over six months and there was nothing he could do for L. JONES.
55. L. JONES has not received any more interest payments or any portion of his principal back from CITY.

SUMMARY

56. Based on my review of the evidence there is probable cause to believe that ALLEN, GILLEN, and WRIGHT committed the crimes of:

SECURITIES FRAUD
a second degree felony, 3 counts

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

DATED this 3 day of April, 2007.



JONNY STEWART, Affiant

ORIGINAL IF SUBSCRIBED AND SWORN before me this
3 Apr, 2007.

M. Schofield

FOURTH DISTRICT COURT

IF IN RED INK
I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
FOURTH DISTRICT COURT, UTAH
COUNTY STATE OF UTAH
DATE 4/3/07
[Signature]

DEPUTY DISTRICT CLERK

2007 APR -3 A 10: 21

CHARLENE BARLOW, Bar No. 0212
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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH, :
 :
 Plaintiff, : **CRIMINAL INFORMATION**
 :
 vs. :
 :
 ALLEN, JORY C. : Case No: 071401444
 DOB: 05/10/1975 :
 :
 GILLEN, FRANK J. : Case No: 071401445
 DOB: 12/13/1968 :
 :
 WRIGHT, CHAD B. : Case No: 071401446
 DOB: 09/20/1971 :
 :
 Defendants. : Judge Howard / Div 5

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

SECURITIES FRAUD, a second degree felony, 3 counts

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

COUNT 1
SECURITIES FRAUD
a second degree felony

Commencing on or about January 2004, in the State of Utah, County of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **SHAUNA BADGER**, 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 February 2005, in the State of Utah, County of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **BRUCE and/or CAROL JONES**, 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
ABUSE, NEGLECT OR EXPLOITATION OF A VULNERABLE ADULT
a second degree felony

From on or about February 2005, the defendant, in a position of trust and confidence, or in a business relationship, with a vulnerable adult (Bruce and/or Carol Jones), 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 4
SECURITIES FRAUD
a second degree felony**

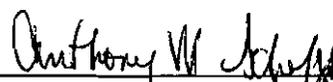
Commencing on or about November 2004, in the State of Utah, County of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **LARRY JONES**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements 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.

DATED this 3 day of April, 2007



JONNY STEWART, Affiant

SUBSCRIBED AND SWORN to before me
On this 3 day of Apr,
2007.



Judge, Fourth District Court



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

1. Shauna Badger
2. Bruce and Carol Jones
3. Larry Jones
4. And Others

AUTHORIZED FOR PRESENTMENT AND FILING this 30th day of March, 2007.

MARK L. SHURTLEFF
Utah Attorney General

By: Charlene Barlow
CHARLENE BARLOW
Assistant Attorney General

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT FILED IN THE FOURTH JUDICIAL DISTRICT COURT, UTAH COUNTY, STATE OF UTAH
DATE March 30 2007



CHARLENE BARLOW, Bar No. 0212
Assistant Attorney General
MARK L. SHURTLEFF, Bar No. 4666
Utah Attorney General
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Telephone: (801) 281-1221
Facsimile: (801) 281-1224

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH, : Bail \$ 10,000 AWS
 :
 Plaintiff, :
 : **WARRANT OF ARREST**
 vs. :
 :
 ALLEN, JORY C. : Case No: 071401444
 DOB: 05/10/75 :
 Defendant. : Judge Stewart / Div 5

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

GREETINGS:

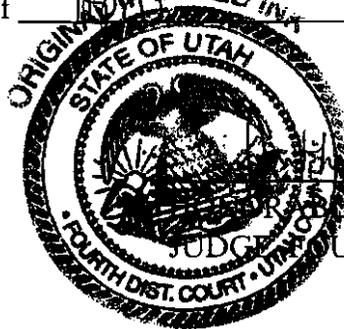
An Information, upon oath, having been this day made before me by Investigator Jonny Stewart, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense of: **Securities Fraud, a second degree felony, 3 counts; and, Abuse, Neglect, or Exploitation of a Vulnerable Adult, a second degree felony, 1**

count, has been committed, and that the defendant, JORY C. ALLEN, 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 \$ 10,000⁰⁰.

DATED this 3 day of APRIL IN HELIX, 2007

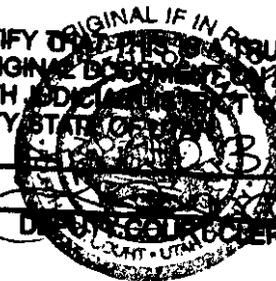


Thomas W. Schofield
JUDGE FOR THE
FOURTH DISTRICT COURT

Defendant's Address:

6337 S. Highland Drive, Apt. 3048
Salt Lake City, UT 84121

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE FOURTH JUDICIAL DISTRICT COURT, UTAH COUNTY STATE OF UTAH
DATE APR 23 2007



[Signature]
DEPUTY CLERK

CHARLENE BARLOW, Bar No. 0212
Assistant Attorney General
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Telephone: (801) 281-1221
Facsimile: (801) 281-1224

IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH, : Bail \$ 10,000 RWS
 :
 Plaintiff, :
 : **WARRANT OF ARREST**
 vs. :
 :
 GILLEN, FRANK J. : Case No: 071401441
 DOB: 12/13/68 :
 Defendant. : Judge Howard/div 5

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

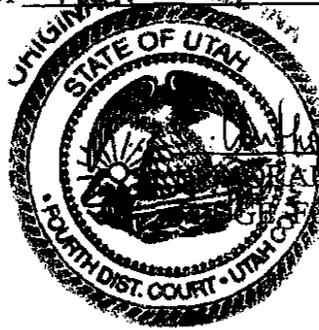
An Information, upon oath, having been this day made before me by Investigator Jonny Stewart, and it appearing from the Information, or affidavit filed with the Information, that there is probable cause to believe that the public offense of: **Securities Fraud, a second degree felony, 3 counts; and, Abuse, Neglect, or Exploitation of a Vulnerable Adult, a second degree felony, 1 count**, has been committed, and that the defendant, FRANK J. GILLEN, 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 day of April, 2007



Anthony W. Schofield
CLERK,
FOURTH DISTRICT COURT

Defendant's Address:

13844 Boquita Drive
Del Mar, CA 92014

I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
FOURTH JUDICIAL DISTRICT COURT, UTAH
COUNTY, STATE OF UTAH
DATE: 3, 2007

[Signature]
CLERK

CHARLENE BARLOW, Bar No. 0212
Assistant Attorney General
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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH, : Bail \$ 10,000⁰⁰
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Plaintiff, :
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vs. : **WARRANT OF ARREST**
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WRIGHT, CHAD D. : Case No: 071401446
DOB: 08/20/71 :
Defendant. : Judge Howard / Div 5

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 Jonny Stewart, 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; and, Abuse, Neglect, or Exploitation of a Vulnerable Adult, a second degree felony, 1 count,** has been committed, and that the defendant, CHAD D. WRIGHT, 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 \$ 10,000⁰⁰.

DATED this 3 day of APRIL, 2007



Anthony M. Schofield

JUDGE, FOURTH DISTRICT COURT

Defendant's Address:

722 East Sandy Point Drive
Sandy, UT 84094

I CERTIFY THAT THIS IS A TRUE COPY OF AN ORIGINAL DOCUMENT ON FILE IN THE FOURTH DISTRICT COURT, UTAH
DATE APR 3 2007



Anderson
CLERK