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FILED DISTRICT COURT
Third Judicial District
DEC 08 2010
SALT LAKE COUNTY
By [Signature]
Deputy Clerk

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

THE STATE OF UTAH. : Bail \$ _____
Plaintiff, :
vs. : **CRIMINAL INFORMATION**
MICHAEL SCOTT ATKINSON, : Case No. 101908995
DOB: August 7, 1979 :
Defendant. : Judge _____

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, 2 counts

COUNT 1
SECURITIES FRAUD
a second degree felony

Commencing on or about October 2007, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **Mike and Geniel**

Ashcroft, 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**

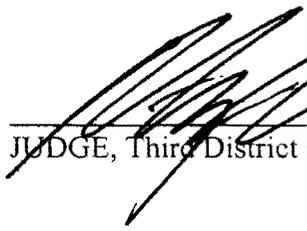
Commencing on or about November 2007, in the State of Utah, the defendant, in connection with the offer or sale of a security, directly or indirectly, to **Melissa and Ray McCubbins**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements 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 8 day of December, 2010.

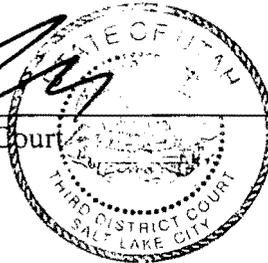


JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN to before me on this 8 day of Dec, 2010



JUDGE, Third District Court

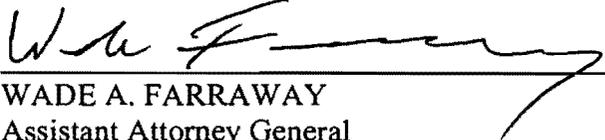


This CRIMINAL INFORMATION is based upon evidence from the following witnesses:

1. Mike and Geniel Ashcroft
2. Melissa and Ray McCubbins
3. Margaret McCubbins
4. And others.

AUTHORIZED for presentment and filing this 8th day of December,
2010.

MARK L. SHURTLEFF
Utah Attorney General

By: 
WADE A. FARRAWAY
Assistant Attorney General

FILED DISTRICT COURT
Third Judicial District

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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. :

MICHAEL SCOTT ATKINSON :
DOB: August 7, 1979 :

Case No: 101908995

Defendant. :

Judge: _____

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 a full time investigator with the Utah Division of Securities following my completion of an internship with the Division during the Spring/Summer of 2006, and a contract position with the Division from May 2006 through July 2007. I graduated from the University of Utah with a degree in Sociology and a minor in Middle

Eastern studies in Spring 2008. I am currently investigating possible violations of securities fraud statutes and related criminal code violations by MICHAEL SCOTT ATKINSON.

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 Mike Ashcraft, Melissa McCubbins, Margaret McCubbins, and others.

PARTIES

3. MICHAEL SCOTT ATKINSON, at all pertinent times, resided in Utah. ATKINSON's last known address is 3995 Burningham Dr, West Valley City, UT 84119. ATKINSON has never held a securities license.
4. Stone Bridge Tile, LLC registered with the Utah Division of Corporations on October 17, 2006. ATKINSON is listed as a Member. Stone Bridge Tile's status is expired as of October 24, 2008. Stone Bridge Tile has never held any securities licenses. Stone Bridge Tile has not made any filings with the Utah Division of Securities.

BACKGROUND

5. Between about October and December 2007, ATKINSON collected about \$81,000 from two different couples. ATKINSON offered investors promissory notes and personal guarantees in return for investor funds. Promissory notes are securities as defined by Utah Code Annotated §61-1-13. The issuer of the promissory notes are ATKINSON and Stone Bridge Tile, with ATKINSON signing as the owner of Stone Bridge Tile.

6. Prior to any investments, ATKINSON 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.
7. ATKINSON did not disclose other material facts to investors, including but not limited to: ATKINSON did not say how Stone Bridge Tile was capitalized; ATKINSON did not disclose how many investors had provided funds to Stone Bridge Tile; and, ATKINSON did not disclose how much money Stone Bridge Tile had raised from investors.
8. ATKINSON filed a Chapter 7 bankruptcy in 2004. ATKINSON failed to disclose this information to investors.
9. ATKINSON failed to disclose about \$4,500 in civil suit judgments entered against him between January 2002 and October 22, 2007, along with a garnishment in June 2007 related to a \$3,467.65 judgment.
10. ATKINSON has not paid any funds back to investors to date, and investors are still owed about \$81,000 in principal alone.

COUNT 1
SECURITIES FRAUD, a second degree felony
(Mike and Geniel Ashcraft)

11. Mike and Geniel Ashcraft learned about an investment opportunity with ATKINSON through an ad placed on Craigslist for an investment opportunity. Mike said he responded to the ad on or about October 2, 2007

12. Between about October 2, 2007, and October 11, 2007, Mike, Geniel, and ATKINSON had a few conversations about the investment by telephone, and a couple of meetings in person. Discussions and meetings took place in Utah County, Utah, and Salt Lake County, Utah.
13. During the discussions, ATKINSON said he owned Stone Bridge Tile. ATKINSON said Stone Bridge Tile had been in business for less than two years, but ATKINSON said he had done tile work for a few years. ATKINSON said Stone Bridge Tile could not get a small business loan, so he needed private investor funds for projects. ATKINSON said he needed funding for a second phase of condos being built in Hawaii. ATKINSON said he needed the funds for about two months, and ATKINSON offered \$75,000 in interest in return for a \$100,000 investment. Mike said he and Geniel were not comfortable with investing such a large amount of money.
14. Between about October 4, 2007, and October 11, 2007, ATKINSON discussed another investment opportunity with Mike and Geniel regarding a different tile job ATKINSON had near the Draper Temple in Draper, Utah. ATKINSON said he was hired to do a tile job for lot eight in the development which would earn about \$100,000. ATKINSON said he needed \$30,000 to purchase the tile for the job and to pay for labor to get things started. ATKINSON said he would need Mike and Geniel's funds for about two months, and ATKINSON offered \$10,000 interest in return for the funds, plus a portion of the profit ATKINSON made on the tile itself. ATKINSON also provided a copy of an invoice for the house project. Mike said he and Geniel met ATKINSON at the Draper lot

to see the home for which their funds would be used. During the meetings, Mike and Geniel were able to obtain some of ATKINSON's personal information, including ATKINSON's social security number. Mike and Geniel asked about ATKINSON's credit, which ATKINSON said was fine. Mike and Geniel asked if ATKINSON would be willing to sign a promissory note and personal guarantee for the investment, to which ATKINSON agreed. Mike said Geniel, who is an attorney, drew up the documents.

15. On or about October 11, 2007, Mike met ATKINSON at a gas station in Utah County, Utah, where Mike hand delivered a \$30,000 personal check to ATKINSON, made payable to Stone Bridge Tile. At this time, Mike had ATKINSON sign the promissory note and personal guarantee for the funds. Mike said ATKINSON did not discuss using the \$30,000 for anything other than purchasing tile for the Draper home located at lot eight, and paying for labor. Mike said he would not have and did not authorize ATKINSON to use the funds for any other purpose.
16. Prior to the investment, ATKINSON failed to provide Mike and Geniel with any disclosure documents. ATKINSON also failed to provide some of the information found in paragraphs 6, 7, 8, and 9 of this affidavit.
17. After the note was due, Mike and Geniel contacted ATKINSON about the work. ATKINSON failed to start work on the Draper home, and ATKINSON gave numerous excuses for the delays. Mike said soon after, Mike and Geniel had a hard time contacting ATKINSON.

18. Mike said he started to do research on ATKINSON, and Mike learned ATKINSON had collected funds from another investor for the Hawaii project. Mike said the Hawaii deal appeared to be fabricated. Mike also contacted the lead foreman for the Draper build, Clint Bouck. Bouck said he had let ATKINSON do some prep work on the Draper home a couple months prior, but had never committed to give ATKINSON the tile job for the house.
19. Mike and Geniel last had contact with ATKINSON in mid June 2008. To date, Mike and Geniel have not received any payments on their investment with ATKINSON.

COUNT 2
SECURITIES FRAUD, a second degree felony
(Melissa and Ray McCubbins)

20. Also during the meetings with Melissa and Ray, ATKINSON discussed a condo development tile job in Hawaii on which ATKINSON was bidding. ATKINSON said it was a phase two development and would have over 200 units. ATKINSON talked about competition for the bid, but ATKINSON said he had an advantage through an ex-girlfriend who was helping with the bid. ATKINSON said he was "a lock" to get the deal, and was waiting to hear from the general contractor if he had won the Hawaii bid. ATKINSON said the general contractor was also going to send some documents to ATKINSON in order to finalize the bid process. ATKINSON said based on his calculations, his net profit would be about \$1 million.
21. ATKINSON said he would need a lot of investor funds, between \$50,000 and \$100,000 to purchase the tile in the mainland and get his materials and equipment to Hawaii.

ATKINSON said he would pay 10% per month on the funds, and would need the funds for about seven months. Melissa said her and Ray could not invest \$100,000, but might be able to invest about \$50,000. ATKINSON said the \$100,000 would make the deal a lock for him, but \$50,000 would work. Melissa said she would want a new contract on the Hawaii deal.

22. On or about December 4, 2007, Mary called Melissa and said ATKINSON had told her ATKINSON had been given a verbal award of the Hawaii project, but did not have anything in writing at the time. ATKINSON said the general contractor was going to call Contempo Tile to verify ATKINSON had tile secured and ready for the project. ATKINSON said he needed the \$50,000 to purchase the tile and get the tile ready to ship to Hawaii. Melissa said they could only pull together \$45,000. ATKINSON had Mary meet Melissa at Melissa's bank, where Mary provided Melissa with a new promissory note, personal guarantee, and ATKINSON's banking information so Melissa could wire funds to ATKINSON's account. Melissa said she waited until she had the documents before wiring the funds. The \$45,000 promissory note offered interest at a rate of 10% per month, or a flat fee of \$18,000 if the loan did not mature. Melissa said ATKINSON did not discuss using her funds for any other purpose than to purchase tile for the phase two build in Hawaii. Melissa said she would not have authorized ATKINSON to use the funds for any other purpose.
23. Prior to the investment. ATKINSON failed to provide Melissa and Ray with any disclosure documents. ATKINSON also failed to provide some of the information found

in paragraphs 6, 7, 8, and 9 of this affidavit.

24. On or about December 21, 2007, Melissa and Ray received a \$2,800 check from ATKINSON. ATKINSON said he wanted to roll over \$5,000 of Melissa and Ray's \$6,000 in order to finish a couple of smaller jobs, so the \$2,800 would be the interest owed and \$1,000 of principal returned. Melissa said the \$2,800 check later was returned unpaid.
25. In or about late January 2008, ATKINSON told Melissa and Ray he would have to rebid on the Hawaii project. ATKINSON said he would win the bid since he already had the tile secured and purchased. ATKINSON said he was good friends with Travis Olsen, whose father, Ben Olsen, owned Inklyne Construction, the general contractor for the Hawaii development. ATKINSON said Travis Olsen was helping ATKINSON with the bid, and the rebidding process was just a formality. On or about February 4, 2008, Mary told Melissa she had contacted ATKINSON and learned ATKINSON had lost the Hawaii bid.
26. Starting in June 2005, Melissa spoke with an employee of Contempo Tile and learned Contempo Tile never received Melissa's funds from ATKINSON. Melissa learned from Bouck that ATKINSON never had the tile job on lot six of the Draper development. Melissa said Mary also did some research. Mary told Melissa ATKINSON filed bankruptcy in 2004, and phase two of the Hawaii development was never planned, so building had never occurred.

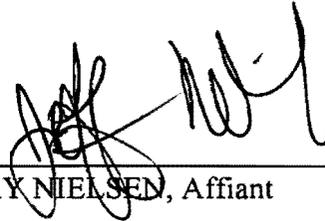
27. Melissa said the last substantial meeting with ATKINSON was on or about June 9, 2008.
To date, Melissa and Ray have not received any funds on their investment.

SUMMARY

28. Based on my review of the evidence, there is probable cause to believe that ATKINSON committed the crimes of:

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

DATED this 8 day of December, 2010.

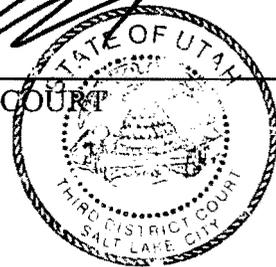


JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN before me this 8 day of
Dec, 2010.



JUDGE, THIRD DISTRICT COURT



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

STATE OF UTAH, :
Plaintiff, : **SUMMONS**

vs. :
MICHAEL SCOTT ATKINSON, : Case No. 101908995
Defendant. : Judge _____

THE STATE OF UTAH TO: MICHAEL SCOTT ATKINSON
3995 Burningham Drive
West Valley City, UT

YOU ARE HEREBY SUMMONED to appear before the Honorable
Arraignment Judge of the District Court at the time and place
shown below:

DATE: Tuesday, December 14, 2010 TIME: 9:00 a.m.

PLACE: Scott Matheson Court Complex
Courtroom S-31, 450 South State Street
Salt Lake City, UT

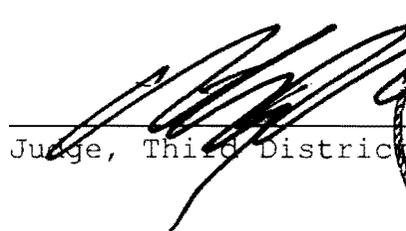
to answer to charges made against you upon the Criminal
Information by Investigator Jeffery Nielsen, for the crime(s) of:

SECURITIES FRAUD
a second degree felony, 2 counts;

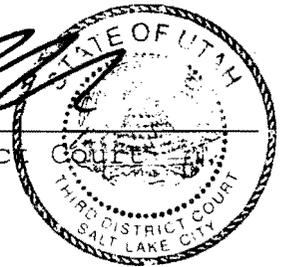
in violation of Utah Code Ann. § § 61-1-1 and 61-1-21.

Before your court appearance, you are ordered to appear at
the Salt Lake County Jail Booking Area, 3415 South 900 West, Salt
Lake City, Utah, between the hours of 7:00 a.m. through 10:00
a.m., Wednesday, Saturday or Sunday, to be booked and thereafter,
immediately released on your own recognizance to appear as above
required.

DATED this 8 day of Dec, 2010.



Judge, Third District



Defendant Booked: Date: _____ Time _____

Offense Tracking No. _____

Booking Officer: _____

RETURN ON SUMMONS
Personal

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

I hereby certify and return that I received the within and hereto annexed Summons on the ____ day of _____, 2010, and served the same upon MICHAEL SCOTT ATKINSON, the within named Defendant, personally, by delivering to and leaving with said Defendant, in Salt Lake County, State of Utah, a true copy of said Summons on the ____ day of _____, 2010.

I further certify that, at the time of such service, on the copy of the Summons so served, I endorsed the date and place of service and added my name and official title thereto.

Dated at Salt Lake County, Utah, this ____ day of _____, 2010.

By _____

SALT LAKE COUNTY Metro Jail
Book and Release Instructions

You have been instructed to report to the Metro Jail to complete the *Book and Release* process. You are being provided the following instructions in order to facilitate this process as quickly as possible.

LOCATION:

The Metro Jail is located at 3415 South 900 West. Parking is available in the visitor's parking lot which is located south of the building. You will need to report to the Security Officer located at the top of the ramp in the visiting area.

TIMES:

4:00 AM to 8:00 AM

10:30 AM to 12:00 PM

3:30 PM to 5:00 PM

8:30 PM to 11:00 PM

If you cannot come during these hours, you will not be turned away; however, Jail staff may be able to process you quicker during these hours. Due to unforeseen operational problems or circumstances beyond our control it may occasionally take several hours to complete the *Book and Release* process. We will make every effort to process you as quickly as possible.

WHAT TO BRING:

Court documents - Summons, Warrants, and/or Pretrial Services documents.

Government issued photo identification such as Driver's License, State ID, Passport or Military ID.

WHAT NOT TO BRING:

Family or friends as seating is very limited.

Children as they cannot be left unattended while you are being processed.

Personal items not necessary for the process as it may slow down the process.

Following these guidelines will facilitate this process being completed as quickly as possible. If you have any questions call the Metro Jail at (801) 743-5000 or Pretrial Services at (801) 743-5025. Thank you