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

THE STATE OF UTAH
 Plaintiff,

vs.

BRUCE H. REGENHARDT
 DOB: 11/20/1964,
 1169 Big Pine Drive
 Sandy, UT 84094
 OTN
 SO#

Defendant.

Screened by: STEVEN GIBBON
 Assigned to: STEVEN GIBBON
 (Tuesday Roll Call)

DAO# 10033261

\$250,000. *✓*

Bail: ~~\$50,000~~

Warrant/Release: Non-Jail

INFORMATION

Case No. 111900944

The undersigned Chuck Thoman - Sandy City Police Department, Agency Case No. 10E007592, upon a written affidavit states on information and belief that the defendant, BRUCE H. REGENHARDT, committed the crime of:

COUNT 1

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about November 20, 2007, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

(1)(a) employ a device, scheme, or artifice to defraud;

(b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or

(c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and

(2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or

(b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and

(ii) in connection with that violation, the violator knowingly accepted any money representing:

(A) equity in a person's primary residence;

(B) a withdrawal from any individual retirement account; or

(C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

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COUNT 2

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about August 14, 2008, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
 - (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

COUNT 3

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about September 12, 2008, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
 - (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

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COUNT 4

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about February 26, 2009, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
- (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

COUNT 5

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about March 29, 2009, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
- (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

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COUNT 6

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about August 26, 2009, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
- (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
- (ii) in connection with that violation, the violator knowingly accepted any money representing:
- (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

COUNT 7

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about September 01, 2008, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
- (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
- (ii) in connection with that violation, the violator knowingly accepted any money representing:
- (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

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COUNT 8

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about September 24, 2009, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
 - (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

COUNT 9

SECURITIES FRAUD, (941) 61-1-1 UCA, second degree felony, as follows: That on or about February 17, 2010, in Salt Lake County, State of Utah the defendant did, in connection with the offer, sale, or purchase of a security, directly or indirectly,

- (1)(a) employ a device, scheme, or artifice to defraud;
 - (b) make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
 - (c) engage in an act, practice, or course of business which operates or would operate as a fraud or deceit upon any person; and
- (2)(a) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth \$10,000 or more; or
 - (b)(i) at the time the crime was committed, the property, money, or thing unlawfully obtained or sought to be obtained was worth less than \$10,000; and
 - (ii) in connection with that violation, the violator knowingly accepted any money representing:
 - (A) equity in a person's primary residence;
 - (B) a withdrawal from any individual retirement account; or
 - (C) a withdrawal from any qualified retirement plan as defined in the Internal Revenue Code.

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COUNT 10

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about August 26, 2009 through December 31, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 11

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about October 08, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 12

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about October 29, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 13

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about October 29, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

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COUNT 14

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about November 30, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 15

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about December 23, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 16

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about December 23, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 17

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about December 28, 2009, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

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COUNT 18

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about February 25, 2010, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 19

ISSUING A BAD CHECK OR DRAFT, (376) 76-6-505(1) UCA, second degree felony, as follows: That on or about February 25, 2010, in Salt Lake County, State of Utah the defendant did issue or pass a check or draft for the payment of money, for the purpose of obtaining from any person, firm, partnership, or corporation, any money, property, or other thing of value or paying for any services, wages, salary, labor, or rent, knowing the check would not be paid by the drawee, and payment was refused by the drawee. Furthermore, the check or draft or checks or drafts made or drawn in this state within a period not exceeding six months amounted to a sum that was or exceeded \$5,000.

COUNT 20

THEFT BY DECEPTION, (329) 76-6-405 UCA, second degree felony, as follows: That on or about July 07, 2010, in Salt Lake County, State of Utah the defendant did obtain or exercise control over the property of another by deception, with the purpose to deprive the owner thereof, and the

- (i) value of the property or services was or exceeded \$5,000;
- (ii) property stolen was a firearm or an operable motor vehicle;
- (iii) defendant was armed with a dangerous weapon at the time of the theft; or
- (iv) property was stolen from the person of another.

THIS INFORMATION IS BASED ON EVIDENCE OBTAINED FROM THE FOLLOWING WITNESSES:

Chuck Thoman, Jessica Flynn, Craig Flynn, Shaher Hawatmeh, William Jensen, Elisabeth Jensen, Cari Meabon, David Meabon, Gilbert Ruiz, Veronica Valenzuela, Russell Wilcox

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AFFIDAVIT OF PROBABLE CAUSE:

The Statement of Gilbert Ruiz that he met with the defendant, BRUCE G. REGENHARDT, about an investment opportunity in November, 2007. The defendant told Mr. Ruiz that he was putting together money to invest in real property. The defendant asked Mr. Ruiz to invest \$130,000.00. The defendant told Mr. Ruiz that he would combine Mr. Ruiz's money with the defendant's money for the investment and that the defendant would split the profits with Mr. Ruiz. Mr. Ruiz asked about collateral. The defendant told Mr. Ruiz that the defendant owned three properties in Holladay, Utah, that could be sold to pay back Mr. Ruiz. However, no interest in any real property was ever provided to Mr. Ruiz and Mr. Ruiz never actually saw the titles for the alleged properties. Mr. Ruiz gave the defendant \$130,000.00 in exchange for a promissory note that was signed on November 20, 2007. The defendant paid Mr. Ruiz \$25,000.00 in February, 2008, \$15,000.00 in 2008, \$15,000.00 in September, 2008 and \$15,000.00 in April 2009.

On August 14, 2008, Mr. Ruiz gave an additional \$60,000.00 to the defendant. The defendant told Mr. Ruiz that his investment would be "guaranteed" by the same properties he had said he could sell when Mr. Ruiz made his original investment. The defendant told Mr. Ruiz that he would receive \$2,400.00 per month for as long as Mr. Ruiz. The defendant provided Mr. Ruiz with a second promissory note for the second investment. The defendant provided Mr. Ruiz with \$2,400.00 per month until June, 2009, at which time the monthly payments ended.

No titles were or deeds were ever provided to Mr. Ruiz despite repeated requests by Mr. Ruiz to add his name to titles of Property so they could be sold to repay Mr. Ruiz's investment.

The defendant made the following material misrepresentations to Mr. Ruiz:

1. That the defendant would combine Mr. Ruiz's money with the defendant's money and invest it in real property;
2. That the defendant would sell properties the defendant claimed he owned to pay back Mr. Ruiz if the investment wasn't successful;
3. That Mr. Ruiz would receive \$2,400.00 per month as long as his money remained invested.

The statement of Veronica Valenzuela that she met the defendant in 2008. Over the next several weeks Ms. Valenzuela met with the defendant several times to discuss an "investment opportunity" the defendant told Ms. Valenzuela he was involved in. The defendant told Ms. Valenzuela that if Ms. Valenzuela invested \$200,000.00, the defendant would pay Ms. Valenzuela \$10,000.00 per month for three months. The defendant told Ms. Valenzuela that at the end of the three months, he would pay her either 50% of the profits or \$100,000.00 in addition to the return of her \$200,000.00 principal. On September 12, 2008, Ms. Valenzuela gave the defendant a \$200,000.00 cashier's check and received a "personal guarantee/promissory note contract" in return. The payments to Ms. Valenzuela were not made and her money was not returned.

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The defendant made the following material misrepresentations to Ms. Valenzuela:

1. That the defendant would pay \$10,000.00 per month for three months;
2. That the defendant would pay Ms. Valenzuela \$100,000.00 at the end of the three month period along with her principal.

The statement of Craig and Jessica Flynn that they were approached by the defendant in February, 2009, about an investment opportunity. The defendant told the Flynns that he would invest their money in residential properties. The defendant told the Flynns that he was investing his own money, but did not have sufficient funds to make the investment alone. On February 26, 2009, Mr. Flynn provided a check to the defendant in the amount of \$75,000.00, made payable to the defendant. The defendant told the Flynns that the homes he was to purchase would be sold within 60 days at which time the Flynn's would see the return on their money. On April 9, 2009, the defendant provided a \$5,500.00 check to the Flynns, telling them that that was the "interest" on their investment and that their final return would be paid at the end of the original 60 days. When the first deadline passed, the defendant told the Flynns that the "investment group" needed more time to sell the houses.

On September 22, 2009, the defendant told the Flynns that he needed \$20,000.00 more to "finish the deal" and get the money flowing back to investors (including the Flynns). On September 24, 2009, the Flynns provided the defendant with a check in the amount of \$10,000.00, made payable to the defendant, a cashier's check for \$6,000.00 and \$4,000.00 in cash. The defendant agreed that the \$20,000.00 would be paid back within 5 days.

On October 29, 2009, the defendant gave the Flynns two checks on an account for NKG Enterprise, LLC (NKG), check #5051, in the amount of \$10,000.00 and check #5052, in the amount of \$10,000.00. Both checks were returned unpaid due to insufficient funds.

On November 6, 2009, the defendant provided the Flynns with three checks, each in the amount of \$3,000.00. These checks were honored.

The defendant made multiple promises to provide certified checks or wire transfers to pay back the Flynns' investment. On December 24, 2009, the defendant told the Flynns that he had made two wire transfers. Mrs. Flynn checked their Wells Fargo account and saw two pending deposits. Those deposits could not be completed due to the Christmas Holiday. On December 26, 2009, Mrs. Flynn discovered that the two pending deposits were not as a result of wire transfers, but as a result of the defendant going into a Wells Fargo Bank branch and making two deposits with checks, check #5091, in the amount of \$9,000.00, and check #5092, in the amount of \$3,700.00, written on the NKG account. Mrs. Flynn was informed by bank employees that the Flynns' account was frozen due to a fraud investigation. On January 18, 2009, the Flynns were informed by the bank that their account had been closed by the bank.

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On December 30, 2009, the Flynns received a document from the defendant via e-mail that the defendant described as "a personal and corporate guarantee" to repay the funds owed to then Flynn's.

The defendant made the following material misrepresentations to the Flynn's:

1. That the Flynn's money would be invested in homes that would be sold within 60 days;
2. That if the Flynn's provided more money, the "deal" could get done and they could get their money and a return back.

The statement of Russell Wilcox that he met with the defendant on March 29, 2009. At that meeting, the defendant solicited \$200,000.00 from Mr. Wilcox that the defendant described as a short term loan for the purchase of two properties in Salt Lake County that the defendant referred to as the "Dudley" deal. The defendant told Mr. Wilcox that the defendant would be combining Mr. Wilcox's money with \$200,000.00 of the defendant's money to do the deal. The defendant promised to provide Mr. Wilcox with a quit claim deed for each property. The defendant told Mr. Wilcox that the defendant would give Mr. Wilcox six points (\$17,753.00) plus ten percent per annum.

On March 29, 2009, Mr. Wilcox gave the defendant a check for \$200,000.00 and received a promissory note in return. On March 30, 2009, the defendant returned the check to Mr. Wilcox. The defendant told Mr. Wilcox that the check would not clear in time to make the deal and asked Mr. Wilcox to instead make a wire transfer to the defendant's account. On March 30, 2009, Mr. Wilcox made a wire transfer of \$200,000.00 to the defendant's account. The defendant never provided a quit claim deed to Mr. Wilcox for any property despite repeated requests by Mr. Wilcox that the defendant do so.

On July 15, 2009, the defendant asked Mr. Wilcox for an extension. Mr. Wilcox agreed to the extension. On November 30, 2009, the defendant gave Mr. Wilcox a check in the amount of \$235,000.00 from the NKG account. This check was not honored due to insufficient funds. Mr. Wilcox sent the defendant a 14 day demand letter, which was signed for by the defendant on May 17, 2010. To date, the check has not been honored.

The defendant made the following material misrepresentations to Mr. Wilcox:

1. That the defendant would combine his own money with Mr. Wilcox's money to invest in real property.
2. That the defendant would give Mr. Wilcox six points (\$17,753.00) plus ten percent per annum.
3. That the defendant would provide Mr. Wilcox with a quit claim deed for each property in which Mr. Wilcox's money was invested to secure his investment.

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The statement of David Meabon that he and his wife began meeting with the defendant, in February, 2009. The defendant told them that if they would invest \$25,000.00 through him in a "hard money deal," they would gain a profit of \$1,000.00 within 48 hours. On August 26, 2009, Mr. Meabon provided a \$25,000.00 check to the defendant, written out to Wealth Makers of Utah, LLC, a company the defendant told Mr. Meabon that the defendant owned.

On August 31, 2009, the defendant told Mr. Meabon that the defendant could pay the \$26,000.00 from the first investment or "roll" the \$26,000.00 plus an additional \$24,000.00 into a new deal that would return \$55,000.00 by September 13, 2009. On September 1, 2009, Mr. Meabon wrote the defendant a second check for \$24,000.00 to NKG Enterprises, a company the defendant had told Mr. Meabon that the defendant owned.

On October 15, 2009, the defendant told Mr. Meabon that he had "rolled" Mr. Meabon's \$55,000.00 payout into a new deal. The defendant told Mr. Meabon that since he had done so without Mr. Meabon's permission, he would split the profits of the new deal with Mr. Meabon and give him a payout of \$60,000.00 on October 30, 2009.

During this time period, the defendant provided three separate checks to Mr. Meabon as "payouts." The first was an undated counter check from NKG Enterprises, LLC, in the amount of \$55,000.00. The second was check #5011, from the same account, dated October 8, 2009, in the amount of \$55,000.00. The third was check #5090 from the same account, dated December 28, 2009, in the amount of \$60,000.00. All three checks were returned unpaid due to insufficient funds.

On September 1, 2009, the defendant provided Mr. Meabon with a document entitled "Personal Guarantee," which indicates that NKG will utilize the \$50,000.00 investment and pay \$55,000.00 on September 15, 2009. The defendant also provided Mr. Meabon with a document entitled "Investment Modification Agreement." This document described the investment made by Mr. Meabon, as well as the investments listed above by Mr. And Mrs. Flynn and the Wilcox Trust. The document lays out a payment schedule for the repayment of the defendant's debts to all three sets of "investors."

Ms. Valenzuela is the actual owner of Wealth Makers of Utah, LLC. Wealth Makers of Utah, LLC stated that the check written out by Mr. Meabon to Wealth Makers of Utah, LLC for \$25,000 was given to her by the defendant to pay her back a portion of what the defendant owed Ms. Valenzuela.

The defendant made to following material misrepresentations to Mr. Meabon:

1. That the defendant would invest Mr. Meabon's original \$25,000.00 in a "hard money" deal;

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2. That Mr. Meabon's investment would produce a return of \$1,000.00 to Mr. Meabon within 48 hours;
3. That an additional investment of \$24,000.00 would yield a total return to Mr. Meabon of \$55,000.00 by September 13, 2009.

The statement of Shaher Hawatmeh that the defendant offered him an investment opportunity. The defendant told Mr. Hawatmeh that he wanted to become a partner in Mr. Hawatmeh's manufacturing business. The defendant told Mr. Hawatmeh that he needed \$25,000.00 to make deposits that would free up \$485,000.00. The defendant told Mr. Hawatmeh that if Mr. Hawatmeh would provide that \$25,000.00, the defendant would deliver the \$485,000.00 to Mr. Hawatmeh to become a partner in Mr. Hawatmeh's business. On February 17, 2010, he gave the defendant a check for \$25,000.00 in exchange for a promissory note payable on February 18, 2010. On February 25, 2010, the defendant gave two checks to Mr. Hawatmeh, both written on the NKG account. Check #5055 was written to Mr. Hawatmeh for \$25,000.00. Check #5056 was written to Mr. Hawatmeh for \$460,000.00. Both checks were returned due to the account being closed.

The defendant made the following material omissions to Mr. Ruiz, Ms. Valenzuela, the Flynn's, Mr. Wilcox:

1. The defendant was convicted of Theft in 1992;
2. The defendant has multiple liens and judgments against him in both Federal and State Courts totaling \$925,627.00;
3. The defendant failed to provide a prospectus or similar materials describing the risks involved in the investments he was offering.

The statement of William Jensen that the defendant asked him for a \$5,000.00 loan. The defendant told Mr. Jensen that he needed the money to fly to Paris because he had \$480,000.00 in an account overseas and needed to bring money back from overseas to pay back Mr. Ruiz, who is known to Mr. Jensen. The defendant told Mr. Jensen that the loan would only be for a few days. On July 7, 2010, Mr. Jensen wrote a check to the defendant for \$5,000.00. The defendant never paid Mr. Jensen back. On October 1, 2010, the defendant met with Mr. Jensen. During that meeting, the defendant admitted to Mr. Jensen that the defendant took the \$5,000.00 to Wendover, Nevada to try to double the money by gambling and that he had lost it all.

The statement of Sandy City Detective Thoman that he served an investigative subpoena on Key Bank for the NKG account upon which all of the above-described insufficient funds checks were written. Detective Thoman was told by a Key Bank employee that according to Key Bank records, the NKG account has been closed for over four years. Therefore, all of the above described insufficient funds checks were written on a closed account

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Detective Thoman met the defendant on January 20, 2011, and interviewed him. Post-Miranda, the defendant admitted that he had taken all of the money described above from each of the victims described above. The defendant admitted that he had lied to all of the victims described above and that there were never any investment deals or property deals. The defendant told Detective Thoman that he had used the money for gambling and had lost it all.

All of the above conversations and transactions took place in Salt Lake County.

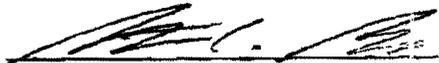
Pursuant to Utah Code Annotated § 46-5-101 (2007) I declare under criminal penalty of the State of Utah that the foregoing is true and correct to the best of my belief and knowledge.

Executed on: _____

CHUCK THOMAN
Affiant

Authorized for presentment and filing

SIM GILL, District Attorney



Deputy District Attorney
7th day of February, 2011
GAM / DAO #10033261



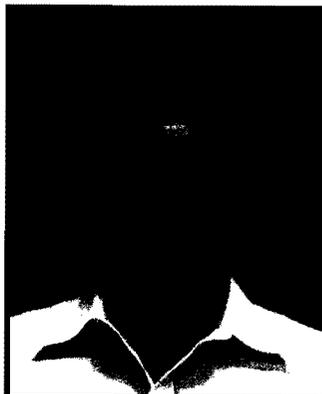
[Inmate Database Search](#)

[Inmate Database Search Results](#)

[Inmate Information](#)

To return to the Search Results page, click on the Inmate Database Search Results tab, or to revise your search, click on the Inmate Database Search tab.

Name: BRUCE H REGENHARDT



Sex: M
 Age: 46
 Height: 510
 Weight: 190
 Race: WHITE
 Hair Color: BLONDE
 Eye Color: BLUE

Inmate Information

Booking #:	11008892	SO#:	343823
State ID:	353836	FBI:	419874JD3
Citizen:	UNITED STATES		
COB:	Florida		

Incarceration Information

Current Location:	MAIN	County:	SALT LAKE
Current Housing Section:	02	Current Housing Block:	D
Current Housing Cell:	09	Current Housing Bed:	C
Booked Date:	02/16/2011	Release Date:	

Alias Information

Detainer Information

There is no detainer information for this inmate.

Bond Information

Case #:	111900944	Amount:	\$50,000.00	Status:	Open	Posted By:		Post Date:	03/07/2011
Case #:	105005547	Amount:	\$320.00	Status:	Open	Posted By:		Post Date:	02/16/2011

Charge Information

Case #	Offense Date	Code	Description	Grade	Degree
111900944	02/16/2011	76.10.702	Fraudulent signing of stock subscriptions	F	2
105005547	02/16/2011	41.6.48	Speeding	M	C