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FOURTH DISTRICT COURT
PROVO

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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.	:	
MARK A. JACKSON DOB: November 28, 1951	:	Case No: 121401193
	:	
CHARLES ROSS CHATWIN DOB: October 27, 1968	:	Case No: 121401194
	:	Judge _____
Defendants.	:	

STATE OF UTAH)
:ss
COUNTY OF UTAH)

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 MARK A. JACKSON and CHARLES ROSS CHATWIN.

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 Olga (aka Olie) Abegg, Debbie Waters, CHARLES ROSS CHATWIN, and others.

PARTIES

3. MARK A. JACKSON is an individual, who at all pertinent times, resided in St. George, Utah. JACKSON's last known address is 915 E Ft. Pierce Dr., St. George, UT 84790. A search of JACKSON's licensing history through FINRA's CRD database shows three customer complaints against JACKSON circa 1985 when he was with the firm Prudential-Bache Securities. According to the complaints, JACKSON induced three individuals to place funds with JACKSON for outside business investments. The complainants alleged JACKSON received $3,082,000 from two individuals for a bingo parlor project, and $46,000 from a third individual for a real estate deal. CRD does not contain any other information about the complaints, or the rest of JACKSON's licensing

history.

4. CHARLES ROSS CHATWIN is an individual, who at all pertinent times, resided in Colorado City, Arizona. CHATWIN's last known mailing address is PO Box 110, Colorado City, AZ 86021. CHATWIN has never held a license to sell securities.

5. Breakthrough Technologies registered with the Nevada Secretary of State on October 27, 2008. Breakthrough Technologies has not registered with the Utah Division of Corporations. JACKSON is listed as the President and Director. Breakthrough Technologies' status has been revoked by the Nevada Secretary of State. Breakthrough Technologies has not held any securities licenses, and has not made any filings with the Utah Division of Securities.

BACKGROUND

6. Starting in or about late 2008, JACKSON and CHATWIN met with an individual, Olie Abegg, and Abegg's daughter, Debbie Waters, to offer a couple of different investment opportunities to Abegg. The discussions regarding the investments occurred in the cities of St. George, Salt Lake City, and Provo, Utah. JACKSON offered Abegg the opportunity to invest a total of $225,000 with Breakthrough Technologies, and in return for the funds, JACKSON offered a return in excess of $1 million. CHATWIN offered Abegg the opportunity to invest $60,000 through him, and in return, offered to double

Abegg's funds. Abegg was about 80 years old at the time of the investments. The offering of profit in return for the use of another person's funds could be an investment contract. Investment contracts are securities as defined by Utah Code Annotated §61-1-13.

7. Prior to any investments, JACKSON and CHATWIN did not provide Abegg 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.
8. JACKSON filed a chapter 13 bankruptcy in 2008. JACKSON failed to disclose this information to Abegg.
9. CHATWIN has a history of civil suits filed against him from 1993 through 2008. CHATWIN had about $17,000 in outstanding judgments against him by January 2009. CHATWIN failed to disclose this information to Abegg.
10. To date, Abegg has only received one $6,000 payment from CHATWIN on the $60,000 investment, and nothing from JACKSON.

COUNT 1
SECURITIES FRAUD, a second degree felony
(MARK JACKSON & CHARLES ROSS CHATWIN)

11. Waters said she and CHATWIN had worked together on a real estate related transaction prior to January 2009. In or about January 2009, Waters contacted CHATWIN by telephone while Waters was in Salt Lake County, Utah, to discuss a way to help Abegg recoup some previous investment losses. Waters said CHATWIN mentioned JACKSON, whom Waters had never met, had a deal which had potential to make a lot of money.

12. Sometime after Waters spoke with CHATWIN, Abegg and Waters went to JACKSON's home in St. George, Utah, to discuss an investment opportunity with CHATWIN and JACKSON.[1] During the meeting, JACKSON said his background included having previous banking experience as a board director for some major banks, and involvement in international banking transactions. Waters said JACKSON discussed how to make money, and drew a diagram of making money through investments. JACKSON also mentioned having worked with Fortune 500 companies to invest company funds. Waters said JACKSON made it seem like he was financially secure and successful, which included owning homes in Los Angeles and Las Vegas. JACKSON said he had also been working on a project involving biodiesel in Las Vegas. Abegg said she could not

[1] Abegg said she did not understand a lot of the details of the investment offers made by JACKSON and CHATWIN. Abegg said Waters was more involved in the discussions and negotiations of using Abegg's funds, and Waters would help Abegg by explaining the information Waters learned from JACKSON and CHATWIN.

remember JACKSON discussing Breakthrough Technologies during the meeting.

13. Abegg discussed having $300,000 to invest in order to recoup her previous losses and earn money for retirement. JACKSON said he had a way to take care of Abegg's previous financial losses. JACKSON said he needed $25,000 in order to get an appraisal done on some artwork which belonged to an individual, Ava Lnu, from San Francisco. JACKSON said he would then use the appraisal and the artwork to obtain a loan, which JACKSON would then use for another project. JACKSON said he would also need an additional $200,000 to store the artwork in a secure location at the request of a lending bank.[2] Abegg said she did not want to provide the full $225,000 initially. JACKSON said it would take some time to move the artwork, so the $200,000 would not be needed until later. JACKSON said he would pay Abegg back about $1.2 million in return for the funds. Abegg said she recalled JACKSON saying he would take care of Abegg. Abegg said that was perfect, because the return would not only help Abegg recover her lost investment funds, but also funds lost by Abegg's two daughters. Abegg said she was unsure how the transaction would produce the profit offered.

14. Waters said CHATWIN did not provide much information during the conversation, except to say he would back the investment to ensure Abegg would get her initial

[2] Abegg said she remembered JACKSON discussing the art deal, which involved moving artwork to Florida, but Abegg was unable to remember if the art deal was part of the $25,000 investment, the $200,000 investment, or both.

investment funds returned. Waters was unsure why CHATWIN offered to personally guarantee the deal.

15. Waters said Abegg wanted some time to decide whether to invest. Waters said she continued to find other options for Abegg to consider. At about this time, CHATWIN suggested Waters and Abegg meet with an accountant in St. George, Utah, which Waters and Abegg did a couple of weeks later. During a meeting between Abegg, Waters, and the accountant, Abegg described the investment opportunity with JACKSON. The accountant said JACKSON's investment sounded like it had too much risk. The accountant said he had some safer investments, but would not be able to offer the returns JACKSON was offering. Abegg said she wanted to be able to earn enough from the investments to recoup her funds as well as her daughters' funds.

16. After meeting with the accountant, Abegg and Waters again met with JACKSON at JACKSON's home. Waters said CHATWIN was not present for this meeting. Waters said she and Abegg met with JACKSON to discuss when Abegg would get her money back. Waters said she also asked JACKSON about risk, since Abegg could not afford to lose any more money. JACKSON said there was no risk, since all of the pieces of the transaction were in place and the money was needed to get the transaction moving. JACKSON said Abegg would be "perfectly safe."

17. After the second meeting with JACKSON, Abegg agreed to invest $25,000. Waters said CHATWIN arrived at JACKSON's home soon after the second meeting, where JACKSON and CHATWIN signed a contract for the funds.[3] The contract, dated February 6, 2009, states Abegg's funds would be used "for the opening of offshore accounts to complete a bank transaction that will enable Breakthrough Technologies/Mark JACKSON to acquire an International bank loan." The contract states Abegg would receive her $25,000 plus $80,000 interest within 45 days of the contract. The contract also states CHATWIN "personally guarantees the repayment of the $25,000.00 within 45 days as outlined in this contract."

18. Abegg invested the $25,000 with JACKSON by wiring the funds to Breakthrough Technologies' Sun First Bank account on or about February 6, 2009.[4] Prior to the investment, JACKSON & CHATWIN failed to provide Abegg with any disclosure documents. JACKSON & CHAWIN also failed to provide some of the information found in paragraphs 7, 8, and 9 of this affidavit.

COUNT 2
THEFT, a second degree felony
(MARK JACKSON)

19. JACKSON represented to Abegg that he would use Abegg's $25,000 for an art appraisal

[3] The contract appears to have been signed by JACKSON and CHATWIN, but Abegg was unsure if the document was signed in her presence.
[4] Waters said Abegg wired the $25,000 to JACKSON once Abegg returned home.

and/or the opening of offshore accounts to acquire an international bank loan. Waters said JACKSON did not discuss using money for any personal expenses, nor would Abegg have authorized JACKSON to use money for personal expenses. According to bank records, $24,990 of Abegg's funds were deposited into Breakthrough Technologies' account on or about February 6, 2009, bringing the account balance to $24,991.95. A first in first out analysis of the account shows Abegg's funds were used in the following manner: $17,000 transferred to JACKSON's savings account, $2,000 to JACKSON's wife, $98.05 transferred to another account on which JACKSON was a signer, $967.22 used for possible food related purchases, $380.97 for gas station and vehicle related purchases, $738.66 for unknown purposes, $400 to Verizon Wireless, $1,355.80 to Best Buy,[5] $348.56 to Walmart, $15.94 to Big 5 Sporting Goods, $193.89 to casinos and hotels, $1,191.02 in cash withdrawals, $4.73 to Barnes and Noble, $148.71 to Sears, $66.81 to U-Haul, $54.13 to Staples, $15.96 to Playboy, and $10 for a bank fee.

20. Of the $17,000 transferred to JACKSON's savings account, $16,997 was further transferred into an account for both JACKSON and his wife. A first in first out analysis shows the $16,997 was used for various payments, including: $7,183.08 to Bank of

[5] It appears $531.24 may have been returned from the Best Buy purchases.

America, about $2,500 to "AMDA";[6] and payments to Walmart, Smiths, Costco, Wells Fargo Bank, Qwest, Office Max, restaurants, and other possible personal expenses. Abegg's $25,000 was exhausted by about March 25, 2009.

21. Abegg authorized JACKSON to use the funds for an art appraisal and/or the opening of offshore accounts to acquire an international bank loan. Abegg did not authorize JACKSON funds to be used for any other purpose.

22. JACKSON obtained money from Abegg and exercised unauthorized control of the money with the purpose to deprive her thereof.

COUNT 3
SECURITIES FRAUD, a second degree felony
(CHARLES ROSS CHATWIN)

23. After Abegg invested the initial $25,000 with JACKSON, CHATWIN contacted Waters by telephone while Waters was in Salt Lake County, Utah. CHATWIN told Waters if Abegg provided him with $60,000, he could double Abegg's remaining funds and would repay the funds to Abegg at a rate of $6,000 per month. Waters told CHATWIN to contact Abegg.

24. Within a couple of days of CHATWIN's call, CHATWIN met with Waters and Abegg at Abegg's home in Provo, Utah. During the meeting, CHATWIN said he had an online

[6] According to an internet search, AMDA possibly could be the American Musical and Dramatic Academy. The Academy is located in Los Angeles and New York. A search of JACKSON's bank records show other payments were made to "American Musical & Dra Los Angeles" and "American Musical & Dra New York NY".

investment. Waters said CHATWIN used a computer to show Waters and Abegg an online account where CHATWIN had put some of his funds, as well as other family money, for several months and was earning profits. CHATWIN said if Abegg invested $60,000, CHATWIN would pay Abegg $6,000 per month and then repay the $60,000 at the end of the year, thereby doubling Abegg's investment. CHATWIN said he felt comfortable investing Abegg's funds since he had been earning profits on previously invested funds.

25. Waters said she and Abegg traveled to St. George, Utah, to provide CHATWIN with $60,000 in cash within a few days of the meeting.[7] At about the time of the investment, CHATWIN and Waters signed a contract for the investment, which is dated February 25, 2009. According to the contract, Abegg invested $60,000 with CHATWIN, and Waters was acting as a trustee for the funds. Abegg said she does not remember specific discussions regarding this investment with CHATWIN, but the contract Abegg received in return for the funds states Abegg's funds were to be used for the "purpose of investing into Programs that make good returns."

26. Prior to the investment, CHAWIN failed to provide Abegg with any disclosure documents. CHATWIN also failed to provide some of the information found in

[7] Abegg said recalled meeting with CHATWIN at a Wells Fargo Bank branch in Provo, Utah, in or about February 2009, to give cash to CHATWIN.

paragraphs 7 and 9 of this affidavit.

COUNT 4
SECURITIES FRAUD, a second degree felony
(MARK JACKSON)

27. Waters said Abegg worked on liquidating a stock account to get the remaining $200,000 for JACKSON after investing the $60,000 with CHATWIN. Waters said Abegg started to become apprehensive about investing the $200,000 at about this time. Waters said based on Abegg's apprehension, JACKSON met with Abegg and Waters at Abegg's home in Provo, Utah, sometime prior to or about March 19, 2009.

28. During the meeting, JACKSON called Ava Lnu, who verified JACKSON was using Ava's art as collateral. Waters said JACKSON re-explained the investment, and said he had another individual interested in investing. JACKSON said he was on his way to Salt Lake City, Utah, to meet with the other potential investor if Abegg did not invest. JACKSON told Abegg to let him know what Abegg wanted to do by the end of the day. Waters said Abegg decided to invest the $200,000.

29. Abegg said she could not recall all of the specific details of the investment, but did recall JACKSON mentioning another investor taking Abegg's place if Abegg declined to invest. JACKSON told Abegg he needed the funds quickly because time was running out on the investment opportunity. JACKSON also had a discussion with Abegg about

investing through a brokerage firm; JACKSON said investments with a brokerage was not safer than anywhere else.

30. Abegg invested the $200,000 with JACKSON by wiring the funds to Breakthrough Technologies' Sun First Bank account on or about March 20, 2009. In return for the $200,000 investment, Abegg received a contract from JACKSON. The contract, dated March 19, 2009, states Abegg's funds would be used "for the purpose of moving some artwork to a safe keeping warehouse for the purpose of obtaining a loan." The contract states Abegg's principal would be repaid within 60 days from the wire date, and $1.4 million in interest would be paid via two $700,000 payments within 90 days and 120 days of the wire, respectively. The document appears to have been signed by JACKSON, but Abegg was unsure if the document was signed in her presence.[8]

31. Prior to the investment and subsequent investments, JACKSON failed to provide Abegg with any disclosure documents. JACKSON also failed to provide some of the information found in paragraphs 7 and 8 of this affidavit.

32. Waters said Abegg received only one $6,000 payment from CHATWIN on the $60,000 investment. Waters said she spoke with CHATWIN about the investment after Abegg did not receive a second payment. CHATWIN told Waters the online account did not exist

[8] Waters said she could not remember when or where JACKSON and Abegg signed the second contract.

anymore and funds were gone.

33. Waters said she also spoke with JACKSON about his investments when Abegg was not repaid as discussed. JACKSON told Waters everything was working, but had excuses for not repaying the funds. Waters said JACKSON eventually stopped returning Waters' telephone calls.

COUNT 5
THEFT, a second degree felony
(MARK JACKSON)

34. JACKSON represented to Abegg that he would use Abegg's $200,000 for the purpose of moving some artwork to a safe keeping warehouse for the purpose of obtaining a loan. According to bank records, Abegg's $200,000 was deposited into Breakthrough Technologies' account on or about March 23, 2009, bringing the account balance to $201,206.23.[9] As had happened with the initial $25,000 investment, some of Abegg's funds (about $12,000) were transferred into JACKSON's savings account, and further transferred to an account for JACKSON and his wife. Also, about $31,000 was transferred directly from the Breakthrough Technologies account to the account for JACKSON and his wife. On or about May 20, 2009, $85,000 was transferred from the Breakthrough Technologies account at Sun First Bank (nearly the account's remaining balance) to an account for Breakthrough Technologies at Wells Fargo Bank. Nearly all of

[9] The $200,000 was deposited into the Breakthrough Technologies account while some of the initial $25,000 was still available.

the $200,000 was exhausted by August 13, 2009.

35. According to a first in first out analysis of the Sun First Bank and Wells Fargo Bank accounts, Abegg's funds were used for various payments. Significant uses of the funds include the following: at least $20,750 to Xotic Motorsports,[10] about $29,900 to Executive Car Sales,[11] $3,000 to CHATWIN, $3,450 in cash withdrawals, $11,000 to an individual named Wendell Knight, $2,500 to Private Financial Advisors c/o Calvin Mathis, $8,300 to an individual named Pamela Jean Weston, $1,600 to A-aire, $12,000 to an individual named Alan White, $5,000 to an unknown Breakthrough Technologies account, at least $1,700 to Zions Motors, $2,293 to AMDA, $1,000 to an individual named Emily JACKSON, $27,470.57 to Bank of America, $3,860.08 to Jones Paint and Glass, $1,776.50 to Sofa Mart, $15,000 to Grand Capital Finance, $800 to an individual named Roger Rinne, $573.39 to Lenscrafters, $1,012.72 to Qwest, $755.37 to Verizon Wireless, at least $464.31 to Big 5 Sporting Goods, $690.63 to Damage Control Collision Repair, $4,566.40 paid to Wells Fargo Bank, and $13,300 in transfers to other accounts held at Wells Fargo Bank.[12]

36. Abegg authorized JACKSON to use the funds for the purpose of moving some artwork to a safe keeping warehouse for the purpose of obtaining a loan. Abegg did not authorize

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[10] Xotic Motorsports records show these funds were used to purchase a 2007 Mercedes C230. In or about January 2010, this car was sold to Executive Auto Group, from which JACKSON received a $4,500 payment.

[11] These payments include payments used to purchase a 2000 Mazda Protégé for $4,900 and a 2008 Suzuki Grand Vitara for about $21,986.

[12] Most of the transfers appear to be deposited into an account for JACKSON's wife.

JACKSON funds to be used for any other purpose.

37. JACKSON obtained money from Abegg and exercised unauthorized control of the money with the purpose to deprive her thereof.

SUMMARY

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

SECURITIES FRAUD
a second degree felony, 2 counts

THEFT
a second degree felony, 2 counts

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

SECURITIES FRAUD
a second degree felony, 2 counts

DATED this 25 day of April, 2012.

JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN before me this 25th day of April, 2012.

JUDGE, FOURTH DISTRICT COURT

FILED

2012 APR 25 PM 3: 12

FOURTH DISTRICT COURT
PROVO

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR

UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH,	:	Bail _____
Plaintiff,	:	**CRIMINAL INFORMATION**
vs.	:	
MARK A. JACKSON, DOB: November 28, 1951	:	Case No: _____
CHARLES ROSS CHATWIN, DOB: October 27, 1968	:	Judge _____
Defendants.	:	

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

MARK A. JACKSON

SECURITIES FRAUD
a second degree felony, 2 counts

THEFT
a second degree felony, 2 counts

CHARLES R. CHATWIN

SECURITIES FRAUD
a second degree felony, 2 counts

COUNT 1
SECURITIES FRAUD
a second degree felony
(JACKSON & CHATWIN)

Commencing on or about January 2009 in the State of Utah, defendants Jackson and Chatwin, in connection with the offer or sale of a security, directly or indirectly, to **Olga (aka Olie) Abegg and/or Debbie Waters**, 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
THEFT
a second degree felony
(JACKSON)

From on or about January 2009, defendant Jackson obtained or exercised unauthorized control over the property of another **(Olga aka Olie Abegg)** 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 3
SECURITIES FRAUD
a second degree felony
(CHATWIN)

Commencing on or about February 2009, in the State of Utah, the defendant Chatwin, in connection with the offer or sale of a security, directly or indirectly, to **Olga (aka Olie) Abegg and/or Debbie Waters**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

COUNT 4
SECURITIES FRAUD
a second degree felony
(JACKSON)

Commencing on or about March 2009, in the State of Utah, the defendant Jackson, in connection with the offer or sale of a security, directly or indirectly, to **Olga (aka Olie) Abegg and/or Debbie Waters**, made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or engaged in an act, practice, or course of business which operated or would operate as a fraud or deceit, in violation of Utah Code Ann. §§61-1-1 and 61-1-21. This violation is a second degree felony under Utah Law.

COUNT 5
THEFT
a second degree felony
(JACKSON)

From on or about March 2009, the defendant Jackson obtained or exercised unauthorized control over the property of another **(Olga aka Olie Abegg)** with a purpose to deprive her thereof. The value of the property is or exceeds $5,000.00. This is a violation of Utah Code Ann. § 76-6-404, a second degree felony.

DATED this 25 day of April, 2012.

JEFFERY NIELSEN, Affiant

SUBSCRIBED AND SWORN to before me on this 25th day of April, 2012.

JUDGE, Fourth District Court

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

1. Olie Abegg
2. Debbie Waters
3. Charles Chatwin
4. An Others.

AUTHORIZED for presentment and filing this 25 day of April, 2012.

MARK L. SHURTLEFF
Utah Attorney General

By: _____
JACOB S. TAYLOR
Assistant Attorney General

FILED

2012 APR 25 PM 3: 12

FOURTH DISTRICT COURT
PROVO

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IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR

UTAH COUNTY, STATE OF UTAH

THE STATE OF UTAH,	:	Bail $ _____
Plaintiff,	:	**WARRANT OF ARREST**
vs.	:	
MARK A. JACKSON , DOB: November 28, 1951	:	Case No _____
	:	Judge _____
Defendant.		

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

G R E E T I N G S:

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, 2 counts and Theft, a second degree felony, 2 counts,** has been committed, and that the defendant, MARK A. JACKSON, 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 $ 25,000.00 cash only DR.

DATED this 28 day of April

HONORABLE,
JUDGE, FOURTH DISTRICT COURT

ORIGINAL OF IN RED INK
STATE OF UTAH
FOURTH DIST. COURT • UTAH COUNTY

Defendant's Last Known Address:

915 East Ft. Pierce Drive
St. George, UT 84790