



UTAH HOUSE OF REPRESENTATIVES

REPORT OF THE
SPECIAL INVESTIGATIVE COMMITTEE

APPENDIX

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EXHIBIT 98

**Seth Crossley** <seth.adam.crossley@gmail.com>

Fundraising event

2 messages

Seth Crossley <seth.adam.crossley@gmail.com>

Mon, Aug 27, 2012 at 1:51 PM

To: Abbie Borovatz <abbieborovatz@gmail.com>, Jessie <jessiefawson@gmail.com>

Hey guys.... girls - I have a guy named Mike Drury that is going to host an event for John at his gun range. However, John mentioned today that renae is working with him on dates. Could you find out what has been discussed between those two? He is a close friend of Tim Bell's. Tim would be helping put this together too as well. If Renae is going to be involved or wants to help she needs to be updated on everything that has been discussed.

Let me know. Btw, Tim is giving \$5k through some other means and has submitted all the information for the in kind. I didn't get the amount from him.

Seth

Abbie Borovatz <abbieborovatz@gmail.com>

Mon, Aug 27, 2012 at 3:06 PM

To: Seth Crossley <seth.adam.crossley@gmail.com>

Cc: Jessie <jessiefawson@gmail.com>

I believe that we need to know the inkind amount for the party, so that we can include it in our report due Friday.

[Quoted text hidden]

EXHIBIT 99



Contributions and Expenditures For Corporation 2012 August 31st Report

(Utah Code Section 20A-11)

Corporation Information

<u>Name</u> TriBell Medical LLC		<u>Phone</u> (801) 466-8679	
<u>Street Address</u> 1405 S Main Street	<u>Suite PO Box</u>	<u>City</u> Salt Lake City	<u>State</u> UT
			<u>Zip</u> 84115

Reporting Period Details

<u>Report Name</u> 2012 August 31st Report	<u>Begin Date</u> 6/15/2012	<u>End Date</u> 8/26/2012	<u>Due Date</u> 8/31/2012	<u>SubmitDate</u> 8/27/2013	<u>Is this report an amendment?</u> <input checked="" type="checkbox"/>
--	---------------------------------------	-------------------------------------	-------------------------------------	------------------------------------	---

Balance Summary

		Balance	Year to Date
1	Balance at Beginning of Reporting Period (Refer to line 5 of last report)	\$0.00	
2	Total Contributions Received	\$0.00	\$0.00
3	Subtotal (Add lines 1 & 2)	\$0.00	
4	Total Expenditures Made	\$1,000.00	\$1,000.00
5	Ending Balance (Subtract Line 4 from Line 3)	(\$1,000.00)	

For More Information

Contact the Lieutenant Governor's Office
Email: disclosure@utah.gov

Phone: (801) 538-1041
Toll Free: 1-800-995-VOTE (8683)

Itemized Contributions Received

I = In Kind, L = Loan, A = Amendment

Date Received	Name of Contributor	Complete Mailing Address	I	L	A	Contribution Amount
Total Contributions Received						\$0.00

Itemized Expenditures Made

I = In Kind, L = Loan, A = Amendment

Exp. Date	Name of Recipient	Purpose	I	L	A	Expenditure Amount
8/17/2012	John Swallow Campaign	Campaign Contribution			X	\$1,000.00
Total Expenditures Made						\$1,000.00

EXHIBIT 100



Seth Crossley <seth.adam.crossley@gmail.com>

New Anedot Transaction from Tribell Medical

3 messages

Anedot <info@anedot.com> Fri, Aug 31, 2012 at 5:32 PM

Reply-To: Tbell801@msn.com

To: "renae@guidantstrategies.com" <renae@guidantstrategies.com>, "jessica@johnswallow.com" <jessica@johnswallow.com>, "cmp62973@gmail.com" <cmp62973@gmail.com>, "seth.adam.crossley@gmail.com" <seth.adam.crossley@gmail.com>, "abbieborovatz@gmail.com" <abbieborovatz@gmail.com>

Note: You may reply directly to the donor via this email.

TRANSACTION RECEIPT (#120831675374)

You are receiving this email because of a recent transaction.

** John Swallow for Attorney General: John Swallow for Utah A.G. **

Amount: \$1,000.00 USD

Date: Aug 31, 2012

Transaction Information:

Tribell Medical
1405 SOUTH MAIN STREET
SALT LAKE CITY UT 84115

Source: AMEX ending in 1006

=====
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* Learn more: www.Anedot.com

Renae Cowley <renae@guidantstrategies.com> Tue, Sep 4, 2012 at 2:10 AM

Cc: "jessica@johnswallow.com" <jessica@johnswallow.com>, "cmp62973@gmail.com" <cmp62973@gmail.com>, "seth.adam.crossley@gmail.com" <seth.adam.crossley@gmail.com>, "abbieborovatz@gmail.com" <abbieborovatz@gmail.com>

This looks like Tim Bell, correct? This business licence with the state is expired. Abbie, can you head up telling him we will either refund him again or he can renew his licence.

<https://secure.utah.gov/bes/action/details?entity=5977239-0160>

[Quoted text hidden]

--

Rena Cowley
c.801.529.3209

This message is for the use of the intended recipient only and may contain information that is privileged and confidential. If you are not the intended recipient any disclosure, copying, future distribution, or use of this communication is prohibited. If you have received this communication in error, please advise us by return e-mail, or if you have received this communication by fax advise us by telephone and delete/destroy the document.

Guidant Strategies
1776 I Street, NW, Suite 900
Washington, DC 20006
Tel.202.681.5003
www.GuidantStrategies.com

Abbie Borovatz <abbieborovatz@gmail.com>

Tue, Sep 4, 2012 at 3:54 PM

To: Rena Cowley <renae@guidantstrategies.com>

Cc: "jessica@johnswallow.com" <jessica@johnswallow.com>, "cmp62973@gmail.com" <cmp62973@gmail.com>, "seth.adam.crossley@gmail.com" <seth.adam.crossley@gmail.com>

Yes, Tribell is Tims brother. I will speak with Tim again, and let him know the situation.

Thanks Rena.

Abbie

[Quoted text hidden]

EXHIBIT 101



Seth Crossley <seth.adam.crossley@gmail.com>

Another team..

2 messages

Seth Crossley <seth.adam.crossley@gmail.com>

Mon, Aug 20, 2012 at 7:46 PM

To: Jessie <jessiefawson@gmail.com>, John Swallow <johneswallow@gmail.com>

We have one more team to add. Could you please forward this to Renae?

John, per our conversation a few minutes ago, Mike Drury, Tim Bell, and Marcus Pinnock will be a team.

We told Tim we would put him at the highest donation range because of everything he has done for us.

Drury wants to donate a membership to his private gun range and all the money made from it would be donated to the campaign.

Seth

Jessie <jessiefawson@gmail.com>

Mon, Aug 20, 2012 at 7:49 PM

To: Seth Crossley <seth.adam.crossley@gmail.com>

Cc: John Swallow <johneswallow@gmail.com>

Yup I'll take care of it.

[Quoted text hidden]

EXHIBIT 102

**Seth Crossley** <seth.adam.crossley@gmail.com>

Tshirts?

5 messages

Tim Bell <timbellmed@me.com>

Tue, Aug 21, 2012 at 2:09 PM

To: Seth Crossley <seth.adam.crossley@gmail.com>

Hi Seth,
Do want those Tshirts back?
Tim

Seth Crossley <seth.adam.crossley@gmail.com>

Tue, Aug 21, 2012 at 3:21 PM

To: Tim Bell <timbellmed@me.com>

No keep them and hopefully wear them around as much as you want :) We'll take all the free advertising we can get.

Did you get all the information I left on your voicemail and did Mike contact you?

[Quoted text hidden]

Tim Bell <timbellmed@me.com>

Wed, Aug 22, 2012 at 9:38 AM

To: Seth Crossley <seth.adam.crossley@gmail.com>

Yes, got your VM (thanks)! Mark Pinnock and I ended-up getting there late, but had a great time! Cheers, TB
PS when is the best time to follow-up w/John on Bank of America stuff?

[Quoted text hidden]

Seth Crossley <seth.adam.crossley@gmail.com>

Wed, Aug 22, 2012 at 2:05 PM

To: Tim Bell <timbellmed@me.com>

John is considering the best approach to everything. He wants to make sure that whatever he does isn't going to look bad. I am working to set something up where you both can sit down and talk. I will let you know as soon as I do.

I'm glad you got up there and enjoyed yourself. It sounds like the turnout was great.

We will talk tomorrow if not earlier.

Seth

[Quoted text hidden]

Tim Bell <timbellmed@me.com>

Wed, Aug 22, 2012 at 5:31 PM

To: Seth Crossley <seth.adam.crossley@gmail.com>

Thanks Seth!

Cheers,

--

Tim Bell

C. [303-810-2557](tel:303-810-2557)

Sent from my iPhone

[Quoted text hidden]

EXHIBIT 103

CITYWEEKLY

[Click To Print](#)

NEWS ARTICLES

Hard To Swallow

House Investigators Say Swallow Lied To CW About Controversial Fundraiser And Shurtleff Threw Utah Homeowners Under The Bus To Protect New AG

By [Stephen Dark](#) & [Eric S. Peterson](#)



John Swallow

POSTED // DECEMBER 27, 2013 -

The credibility of former Attorney General John Swallow was pummeled when House investigators presented evidence of their five-month investigation to a committee of lawmakers on Dec. 19 and Dec. 20, showing that Swallow and his attorney had misled investigators for months.

And, according to House-contracted investigator James Mintz, Swallow's deceptions have been as recent as mid-December, when Swallow gave a *City Weekly* reporter details of his relationship with Timothy and Jennifer Bell, who contributed to Swallow's campaign but later changed the record of their support from \$15,000 to \$1,000.

Investigators showed that Swallow was not truthful when responding to questions for an article on the fundraiser that was [published Dec. 17 on CityWeekly.net](#).

“As recently as three days ago, it was something John Swallow did not want to tell the truth about,” Mintz told the committee Dec. 20, referring to Swallow’s comments to *City Weekly*.

Investigators also dropped a bombshell on committee members in showing that Swallow’s predecessor, Mark Shurtleff, dropped a case against Bank of America in the final days of his term to protect Swallow, even though it meant abandoning the interests of thousands of foreclosed-on Utah homeowners.

In 2012, Shurtleff entered into negotiations with Countywide Bank, Bank of America Corporation, BAC Home Loans Servicing and ReconTrust Company over the lawsuit filed by the Bells against predatory practices by Countrywide Financial, which Bank of America had acquired.

Bank of America moved to settle with the Bells, but a Dec. 13, 2012, motion in the Bells’ case noted that the AG would not sign on.

That position was abruptly reversed by Shurtleff in his final days in office, when he signed on to the settlement, a move that “blindsided” AG’s Office attorneys who had worked on the case, according to a January 2012 Salt Lake Tribune story.

The settlement also appeared to benefit Bank of America, a client of the Washington, D.C., law firm Shurtleff was about to join (Shurtleff left the firm several months later).

In early 2013, the story was all about Shurtleff. But, as *City Weekly* first reported Dec. 17, Swallow was also involved in the controversial lawsuit. And in the middle of the case, on Aug. 17, 2012, the Bells threw a fundraiser for Swallow, contributing \$15,000 in-kind by hosting the event, according to their Utah campaign disclosures.

Months after the fundraiser, in January 2013, a member of Swallow’s campaign team suggested to the Bells that they change the disclosure listing from \$15,000 to \$1,000.

Swallow told *City Weekly* via text that the contribution “was supposed to be the cost of the event,” and that “a mistake was made in the report which attributed an enormous sum to the cost of the fundraiser.” The fundraiser was held at the Bells’ residence and the “only expense was refreshments and a string quartet,” according to Swallow.

“When we pointed out those facts, they adjusted the in-kind contribution to a number which I assume is in line with the cost of the event,” Swallow texted, adding that his staff “should have caught the error prior to it being filed.”

House investigator Mintz, however, says that in talking with the Bells and examining receipts for the event, they determined the actual cost of the fundraiser was more than \$28,000.

Mintz said the campaign was acting to cover up the relationship between Swallow and the Bells, pointing out that Bell had directly donated \$5,000 to Swallow, but that the campaign returned that money; Tim Bell’s brother then donated to Swallow.

According to the Bells’ attorney, Abraham Bates, Jennifer Bell first pointed out to Swallow—as he was leaving the fundraiser, which took place at the Bells’ multimillion-dollar Holladay home—that they were the same Bells as those in the lawsuit his office had intervened in.

Just days before the December 2013 hearing, Swallow texted a *City Weekly* reporter that the fundraiser had been set up by his campaign. “I did not know Mr. Bell prior to the event. When I learned Mr. Bell was a plaintiff in a case that the state was involved in (on the same side, not on opposite sides), I discussed it with the Attorney General and he took final responsibility for the case, including negotiations. That might not have been necessary because our interests were aligned, but we wanted to screen me off the case once we became aware of that fact.”

An October 2012 filing by attorneys representing the banks in the Bells’ lawsuit shows, however, that Swallow and Jerry Kilgore, attorney and lobbyist for Bank of America and a former attorney general of Virginia, “had follow-up telephone conference calls on Aug. 27, 2012, Sept. 5, 2012, and Sept. 26, 2012,” all after Swallow had learned that the extent of his relationship with the Bells went beyond fundraising.

Investigator Mintz pointed out these meetings in the legislative hearing and also showed phone records indicating Swallow and Tim Bell had a six-minute phone conversation Oct. 1, 2012. On Oct. 8, 2012, Bell texted Swallow, writing that he was “Wondering if you could reach out to your contacts with Bank of America to get this [modification] and we could be done with this case.”

Shortly thereafter, the Bells received a loan modification that included a \$1.1 million reduction in their principal and a lowering of their interest rate from 7.5 to 2.6 percent.

The conflict of Swallow's role in advocating for the Bells with Bank of America seems also to have been the cause of Shurtleff deciding to drop the state's case against the national bank.

As of December 2012, the Bells had settled their case with Bank of America after receiving the favorable modification, but the state was still moving forward with the case to protect the rights of roughly 5,000 Utah homeowners who may have been illegally foreclosed on. Then, Shurtleff unilaterally dropped the case on Dec. 27, 2012.

An assistant attorney general working on the case e-mailed Shurtleff that day to ask why he'd dropped the case. In a reply e-mail, Shurtleff apologized, but said that "this has been a very complicated issue for John given Bell hosted a fundraiser for him in the subject home."

It was a final twist in the hearing that shocked committee members like legislative-policy analyst Jerry Howe.

"So to hide a couple thousand in contributions, Mark Shurtleff threw 5,000 Utah homeowners under the bus to protect John Swallow?" Howe asked investigator Mintz.

"That does appear to be what motivated him," Mintz said.

EXHIBIT 104

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UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

Bell, et al.,

Plaintiffs,

v.

Countrywide Bank NA, et al.,

Defendants.

Civil No. 2:11-CV-00271

Judge Bruce S. Jenkins

THURSDAY, SEPTEMBER 27, 2012
Status Report and Scheduling Conference

REPORTED BY: Michelle Mallonee, RPR

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APPEARANCES

For the Plaintiffs Timothy and Jennifer Bell:

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Washington, DC 20006-1040
Telephone: (202) 857-1700
Email: amiller@mcguirewoods.com

1 Thursday, September 27, 2012; Salt Lake City, Utah

2 1:20 p.m.

3 THE COURT: Good afternoon. And why don't we
4 turn now to Bell and others versus Countrywide and
5 others. It's 11-C-271, calendared for a status report
6 and scheduling conference. Those who are making
7 appearances, if you'll be kind enough to make a record
8 for us. Tell us who you are and whom you represent.

9 MR. BATES: Abraham Bates on behalf of
10 plaintiffs Timothy and Jennifer Bell.

11 MR. FARRAWAY: Wade Farraway on behalf of the
12 State of Utah.

13 MS. MILLER: Amy Miller on behalf of the bank
14 defendants.

15 THE COURT: Well, tell me where we are. The
16 last meeting I had, someone suggested they were in the
17 settlement mode.

18 MS. MILLER: Your Honor, we have conferred
19 amongst ourselves and come up with a proposed --

20 THE COURT: I've seen the proposed order. But
21 tell me what you really have to do, what you have to do
22 by way of prep work.

23 MS. MILLER: Tell the Court what we have to do
24 in terms of prep work? In terms of discovery, or in
25 terms of something else?

1 THE COURT: We're talking about discovery, if
2 any.

3 MS. MILLER: Well, we are ready to begin
4 discovery. We've obviously briefed the --

5 THE COURT: Well, who do you propose to
6 discover?

7 MS. MILLER: Through traditional means.

8 THE COURT: I'm sorry?

9 MS. MILLER: Through traditional means, your
10 Honor.

11 THE COURT: Oh, yes.

12 MS. MILLER: Yes. Through written discovery.

13 THE COURT: Whatever.

14 MS. MILLER: And depositions.

15 THE COURT: No. What needs to be discovered in
16 this case?

17 MS. MILLER: Well, we may let plaintiffs speak
18 to that. But defendants would, obviously, like to depose
19 the plaintiffs regarding their claims, especially on the
20 loan modification and the promissory estoppel claims.

21 THE COURT: Okay. Do you have contact with your
22 people?

23 MR. BATES: Yes, your Honor.

24 THE COURT: And they're available for discovery?

25 MR. BATES: They are, absolutely.

1 THE COURT: And they're available when? Any
2 day?

3 MR. BATES: Yes.

4 THE COURT: Okay. Who besides the plaintiff?

5 MS. MILLER: In terms of depositions, not aware
6 of any other individuals that we would --

7 THE COURT: Okay.

8 MS. MILLER: -- depose.

9 THE COURT: Let's fix a time when you can depose
10 them. They're available any time. Would you like to
11 depose them tomorrow?

12 MS. MILLER: No, your Honor, we would not like
13 to depose them tomorrow. But we would like to depose
14 them soon.

15 THE COURT: All right. Well, let's fix a time
16 and place.

17 MS. MILLER: Your Honor, we would like to get
18 some documents from the plaintiff before we conduct the
19 deposition.

20 THE COURT: Okay. Now, which documents are you
21 interested in?

22 MS. MILLER: The documents that they have in
23 their possession regarding their communications with the
24 Bank and their alleged attempts at a modification.

25 THE COURT: Okay. I put up here on my calendar

1 the Court's files in reference to this case. And you're
2 talking about written communications?

3 MS. MILLER: Whatever they have in their
4 possession, yes.

5 THE COURT: That they sent to the Bank?

6 MS. MILLER: Or amongst themselves or amongst
7 their advisor that communicated on their behalf with the
8 Bank.

9 THE COURT: Now, "the Bank." Which bank are we
10 talking about?

11 MS. MILLER: Well, they were not very clear
12 about that in their Complaint. And that is one issue
13 that we'd like to clarify with them.

14 THE COURT: Okay. And other than that?

15 MS. MILLER: Other than the written discovery
16 and depositions, we'll have to confer with our client.
17 But we're not aware of any other types of discovery at
18 this time.

19 THE COURT: Well, let's fix a time. When are
20 your clients available?

21 MR. BATES: Your Honor, I presume they could
22 make themselves available over the next few weeks.

23 THE COURT: Let's pick a convenient date so
24 counsel may take their depositions. Any time the first
25 week of October?

1 MS. MILLER: Your Honor, I am not available the
2 first week in October.

3 THE COURT: Okay. The second week of October?

4 MS. MILLER: We would propose the first full
5 week in November.

6 THE COURT: I'm sorry? You propose what?

7 MS. MILLER: Your Honor, we would like some
8 written discovery before we take the plaintiff's
9 deposition.

10 THE COURT: You're welcome to do that. But I am
11 going to fix a time when you can discover. And I'm
12 interested in getting your discovery over with. We're
13 simply going to move ahead. This matter's been around
14 here for a long time.

15 Are you available the second week of October?
16 You have local counsel who is capable of running
17 depositions as well.

18 MS. MILLER: Your Honor, again, before we take
19 the depositions, we would like to take some written
20 discovery and receive the plaintiff's documents.

21 THE COURT: I take it you don't want any
22 discovery with the State of Utah. They're only
23 interested here in a legal proposition.

24 MS. MILLER: We are not ruling out taking
25 written discovery of the State of Utah as well.

1 THE COURT: Okay. Tell me who you want to
2 discover. They're here for a limited purpose.

3 MS. MILLER: Well, we have the right, and we
4 have the desire to serve written discovery on the State
5 of Utah. And, based on the production of documents and
6 responses to those discovery requests, we may also want
7 to take depositions --

8 THE COURT: They were given the limited
9 discretionary intervention right in this particular
10 instance for a very limited purpose. They were
11 interested in upholding the statute.

12 I take it the State has no discovery?

13 MR. FARRAWAY: Your Honor, if the State has any
14 discovery, it would be with maybe some members of the
15 ReconTrust as one of the defendants. But that would be
16 probably pretty limited. Obviously the State's
17 interest -- we'd like to see the trial occur sooner than
18 later, and that would be the State's interest in
19 upholding the statute. Obviously, there is a case,
20 Garrett, which is up in the Tenth Circuit. And,
21 obviously, that --

22 THE COURT: I'm familiar with the fact that
23 there's a case in the Tenth Circuit. And I'm interested
24 in getting this matter in a trial mode so we can get it
25 tried.

1 MR. BATES: Your Honor, given that --

2 THE COURT: I'm sorry?

3 MR. BATES: Given that, defendants' argument on,
4 essentially, a declaratory judgment claim is that the
5 laws of the State of Texas control. I believe both my
6 clients and the State of Utah have an interest in doing
7 some discovery as to figuring out what exactly these
8 ReconTrust officers and agents did or did not do in the
9 State of Texas related to the trust property located
10 within the state of Utah.

11 THE COURT: Haven't they already told you that?
12 Have the plaintiffs --

13 MR. BATES: I --

14 THE COURT: -- heretofore --

15 MR. BATES: -- I don't believe so, not as to the
16 individuals who executed the documents at issue; for
17 example, the Substitution of Trustee, the Notice of
18 Default, and the other nonjudicial foreclosure actions as
19 to the trust property. We know very little, if anything.

20 THE COURT: I'm not concerned with everybody
21 else. We're concerned with the plaintiffs.

22 MR. BATES: Understood. Would the Court --

23 THE COURT: When can you get your work done?

24 MR. BATES: I'm sorry?

25 THE COURT: How soon can you get your work done?

1 MR. BATES: In both written discovery and
2 deposition?

3 THE COURT: How soon can you get your work done?

4 MR. BATES: Two months.

5 THE COURT: You've been here a couple of years.

6 MR. BATES: I understand. We are waiting for
7 defendants to file their answer.

8 THE COURT: It took awhile. They were
9 negotiating, they said. Were you negotiating with them?

10 MR. BATES: No, not negotiating with my clients.

11 THE COURT: I'm sorry?

12 MR. BATES: Not --

13 THE COURT: Was the State of Utah negotiating
14 with them?

15 MR. FARRAWAY: Your Honor, there was some
16 negotiation with ReconTrust, and they basically agreed to
17 stop doing business in the state of Utah. Other than
18 that negotiation, no.

19 THE COURT: That was a long time ago.

20 MR. FARRAWAY: Yes. Well, yes.

21 THE COURT: In the last three weeks, have you
22 been negotiating with anybody?

23 MR. FARRAWAY: No, not the State of Utah and any
24 of the defendants in this case.

25 MS. MILLER: That's not correct. I don't know

1 about the last two weeks, but certainly well up until the
2 time that we served our --

3 THE COURT: Well, since July, there have been
4 applications to extend the time to file an answer. And
5 the justification used for extending the time to file an
6 answer was that they were negotiating with the parties in
7 the case.

8 MS. MILLER: Yes. And there were face-to-face
9 meetings.

10 THE COURT: I'm sorry?

11 MS. MILLER: There were face-to-face meetings
12 with lawyers of our firm and --

13 THE COURT: Why don't you tell me what they are?

14 MR. FARRAWAY: Your Honor, I think she's
15 referring -- there was a meeting with some of the lawyers
16 for ReconTrust with the attorney general, but not with
17 the two attorneys assigned to the case, which is myself
18 and Jerrold Jensen. But there were meetings that -- I do
19 not know the nature of those meetings that occurred with
20 the attorney general and, I believe, his chief deputy,
21 John Swallow.

22 THE COURT: In the last what?

23 MR. FARRAWAY: I don't know. But no discussions
24 have been held with the attorneys of record, which I am
25 the newest one in the case. However, in talking with

1 Jerrold Jensen, there were no conversations with him as
2 to any --

3 THE COURT: But the pleadings filed that the
4 State stipulated to asserted that the time extension
5 should be granted because negotiations were going on.

6 MS. MILLER: And, your Honor, that is correct.
7 Members of the in-house legal department of Bank of
8 America and partners of McGuire Woods met with members
9 of --

10 THE COURT: Did any attorneys of record in this
11 case meet?

12 MS. MILLER: Well, Attorney General --

13 MR. FARRAWAY: Well, Mr. Shurtleff --

14 MS. MILLER: Attorney General Shurtleff is
15 attorney of record in this case.

16 MR. FARRAWAY: Yes.

17 THE COURT: Well, I'm going to find out, and I'm
18 interested in having people tell me accurately if the
19 justification set forth in the application for an
20 extension for filing and answer actually occurred.

21 MS. MILLER: Your Honor, you have our
22 representation that they occurred. There were phone
23 calls, there were emails, there were letters, and there
24 was a face-to-face meeting in hopes of reaching a
25 resolution with the State of Utah. We were not able to

1 reach a resolution.

2 THE COURT: Well, people who come in this
3 courtroom need to tell the Court the absolute straight
4 story. And those who file pleadings in this courtroom
5 need to tell the Court an absolute straight story. The
6 Court relies upon officers of the court.

7 Well, the State doesn't have much of anything at
8 this point to do. And Mr. Abraham indicates he can
9 finish his work in 60 days. Is that adequate?

10 MS. MILLER: We don't believe that 60 days is
11 enough time to serve written discovery, receive it, and
12 take depositions. We would need longer than that. And I
13 would point out that the proposed schedule that we filed
14 yesterday was agreed by the other parties.

15 THE COURT: It contemplated a year to do
16 something that ought to take a few days, frankly. And I
17 won't sign off on the stipulation.

18 We'll fix some dates where you can get your work
19 done, and then we'll set the matter for pretrial.

20 MS. MILLER: Well, we would recommend at least
21 four months.

22 THE COURT: I'm sorry?

23 MS. MILLER: We would recommend at least four
24 months to have discovery take place.

25 THE COURT: Well, as I view it, there's a not a

1 lot of discovery. There are not a lot of disputed facts
2 that I can see.

3 MS. MILLER: The claims do not involve just the
4 ReconTrust legal issue. The claims also involve the
5 promissory estoppel claim.

6 THE COURT: Oh, I understand that.

7 File your written discovery by not later than
8 the 15th of October. Complete your discovery by the end
9 of the year. Post-discovery motions, if any, file them
10 by the 14th of January. And let's pre-try the matter on
11 Tuesday the 26th of February, 9:30 in the morning.

12 I'm interested in an agreed form of pretrial
13 order, disputed issues identified; a roster of all your
14 witnesses for your respective cases-in-chief, a roster of
15 all your witnesses as well as your exhibits for your
16 respective cases-in-chief; counsel prepared to talk
17 theory, that's legal theory; authority, legal authority;
18 and to talk facts, including expert opinions, if any.

19 If you'll get that to me the prior Thursday,
20 namely, the 21st of February, signed off on by each of
21 the attorneys, I'd appreciate that.

22 I'll ask counsel for plaintiff to prepare and
23 submit a suggested form of order with those target dates
24 and times. And I'd like counsel for the State of Utah
25 and counsel for the defendants each to submit to me the

1 names of those purportedly engaged in settlement
2 negotiations subsequent to the 20th of July of 2012. And
3 if you'll do that within ten days, I'd appreciate it.

4 Anything else we need to talk about?

5 MR. BATES: No, your Honor.

6 MS. MILLER: No, your Honor.

7 THE COURT: Okay. Send me an order. Thanks a
8 lot.

9 (The matter concluded at 1:43 p.m.)

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EXHIBIT 105



Brian Farr <bfarr@utah.gov>

Fwd: RE: followup

1 message

Brian Farr <Bfarr@utah.gov>
To: John Swallow <Jswallow@utah.gov>

Wed, Sep 5, 2012 at 4:12 PM

FYI

You may want to note that Jerry's email is dated long before the State became involved in any of the cases. Also, regarding the language that is quoted below from the settlement agreement, I think they already used it in the Bell case to try to keep the State from intervening and Judge Jenkins ruled the language does not apply to the issues the State brought before the court. I'll double-check that.

>>> "Pumphrey, Brian E." <bpumphrey@mcguirewoods.com> 9/5/2012 2:55 PM >>>

Brian:

Apologies. Please see the attached. We provided hard copies to General Shurtleff and Chief Deputy Swallow last month. Also, we wanted to make sure your office has access to the pertinent release language from the National Mortgage Settlement that we believe bars the Complaint in *Bell*. That language is:

The Attorney General agreed to "release and forever discharge the Bank from the following: any civil or administrative claim, of any kind whatsoever, direct or indirect, that an Attorney General . . . has or may have or assert, including, without limitation, claims for . . . injunctive relief, remedies, sanctions, or penalties of any kind whatsoever based on, arising out of, or resulting from the Covered Conduct on or before the Effective Date . . ." *Id.* at Ex. G at 5. "Covered Conduct" under Exhibit G is defined to include "all actions, errors or omissions of the Bank arising out of or relating to foreclosures on residential mortgage loans, . . . including, but not limited to . . . (8) Trustee functions related to the foreclosure of residential mortgage loans." *Id.* at Ex. G at 3-4.

Per Jerry Kilgore's conversation with Chief Deputy Swallow today, we request that your Office let us know its position with respect to the *Bell* case no later than Monday of next week.

Thanks,

Brian

Brian E. Pumphrey

Partner
McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
804.775.7745 (Direct Line)
804.698.2018 (Direct Fax)
bpumphrey@mcguirewoods.com

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From: Brian Farr [mailto:bfarr@utah.gov]
Sent: Wednesday, September 05, 2012 2:48 PM
To: Pumphrey, Brian E.
Subject: Re: followup

Hi Brian,

When can I expect to see the other info you were going to send?

Thanks, BF

>>> "Pumphrey, Brian E." <bpumphrey@mcguirewoods.com> 8/29/2012 8:20 AM >>>

Brian:

We would like to file the attached in the next few hours. Please let me know if this is acceptable to your office. I will let you run this by Mr. Jensen.

Thanks,

Brian

Brian E. Pumphrey

Partner

McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, VA 23219-4030
804.775.7745 (Direct Line)
804.698.2018 (Direct FAX)
bpumphrey@mcguirewoods.com

<http://www.mcguirewoods.com>

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 **Jensen Emails.pdf**
116K

Eric Coakley

From: Jerrold Jensen [jerroldjensen@utah.gov]
Sent: Thursday, April 01, 2010 10:31 AM
To: Eric Coakley
Subject: Re: CW/Jensen

JournalPM: J

The question you should be asking -- and should have been asking all along -- is: What's is worth to ReconTrust to not have a court declare that they are not a qualified trustee for purposes of conducting real estate foreclosures in Utah?

>>> Eric Coakley <ecoakley@bmalaw.com> 3/31/2010 10:07 AM >>>
Jerrold,

We are in receipt of your motion for summary judgment. I was surprised, as we still have not received a settlement demand from you. I have a conference with the client on this case on Friday. If you can provide a settlement demand by Friday morning, I can discuss it with the client.

Other than correcting the September payment, what else do you demand?

Eric R. Coakley
Bloom Murr & Accomazzo, P.C.
410 17th Street, Suite 2400
Denver, Colorado 80202
Phone: 303-534-2277
Fax: 303-534-1313
www.bmalaw.com

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7/1/2011

Eric Coakley

From: Jerrold Jensen [jerroldjensen@utah.gov]
Sent: Tuesday, March 02, 2010 10:50 AM
To: Eric Coakley
Subject: RE: Motion for Partial Summary Judgment
JournalPM: J

This case was never about my actual damages. It started out because of BAC's bad faith dealing in refusing to post my payment and proceeding with the foreclosure. Only after I started preparing the case did it come to my attention that ReconTrust was not a qualified trustee. I told you on the phone months ago I would be willing to settle with BAC, but not ReconTrust. That's still my position. ReconTrust either agrees to quit doing foreclosures in the state, litigates the trustee qualification issue, or makes me an offer I can't refuse.

I'm quite willing to litigate the qualification issue. The regs in HOLA specifically state that HOLA does not preempt state foreclosure law, Tina Campbell has already ruled in this case that there is no federal preemption question, Texas foreclosure law does not govern in Utah under any conceivable theory, and ReconTrust has already admitted in this case that it is not a qualified trustee. So this does not seem a particularly difficult issue to me. If ReconTrust wants to litigate that, I'm a willing participant.

It was not me that told you a national bank is not subject to the statute, nor do I believe anyone at the State who knows what they are talking about would make that kind of statement.

So, to answer your final question, no this is not solely about figuring out what happened to my account. That is obviously part of it, but only part.

>>> Eric Coakley <ecoakley@bmalaw.com> 3/1/2010 5:05 PM >>>

That case doesn't deal with pre-emption issues and regulation of a national bank, which is what ReconTrust N.A. is. It is a federal savings bank that is authorized by the office of the comptroller of the currency to engage in trust activities in accordance with the laws of its home state. We are not saying the Utah law is unconstitutional, invalid, etc. It is pre-empted. It does not apply to a federal savings bank simply because it would prohibit the bank from acting in an area in which it is regulated by the Federal Government.

Didn't you tell me at the outset of this case that you had checked with the state and they told you a national bank is not subject to the statute, or am I thinking of another case?

Look, we can disagree, my point is that your threats are not persuasive. They don't change our valuation of this case. If you want to litigate this ReconTrust issue, the bank will litigate it.

On the other hand, what I would like to do is work with you to figure out what happened with your account and get you back current. That's what you want here, right? Do you have a settlement demand in that regard?

I'm working from home today taking care of a sick kid and spouse. Feel free to call me tomorrow if you want to discuss further.

-Eric

From: Jerrold Jensen [mailto:jerroldjensen@utah.gov]

7/1/2011

EXHIBIT 106

[← Messages](#)**John**[Contact](#)

Text Message

Oct 1, 2012, 6:11 PM

Hi tim. Can you call?
John Swallow

Oct 1, 2012, 8:54 PM

Hi John, just getting U'r
txt. Let me know good
time 2 talk...

Oct 28, 2012, 5:28 PM

Hi John, I hope all is
well W/you & yours
during this hectic time,
& Jen & I R praying for
your victory next week!



Text Message

Send

[← Messages](#)**John**[Contact](#)

That said, I've been waiting 2 share my heart-felt-thanks for your help W/our home, as we did end-up being offered a modification. BUT, in an effort 2 confirm what BofA mailed us, our attorney did not hear back as they claimed we would this past week. So, we're now forced 2 move forward with deadlines Judge Jenkins put forth some weeks ago concerning our case. I don't know if this is the right-hand



Text Message

1632

Send

[← Messages](#)**John**[Contact](#)

not knowing the left, or
bait-&-switch (maybe R
counsel needs 2 do
something diff)?

Anyway, I'm sorry 2
bother you W/this, but
if your able, I wondered
if you might B able 2
reach-out 2 your BofA
contacts 2 C if we can
get this Mod confirmed
& B done W/case etc?

Nov 7, 2012, 8:45 AM

Congratulations John,
as U'r the best man for
the job! Please call, if
there's ANYTHING I



1633

Send

[← Messages](#)**John**[Contact](#)

reach-out 2 your BOIA
contacts 2 C if we can
get this Mod confirmed
& B done W/case etc?

Nov 7, 2012, 8:45 AM

Congratulations John,
as U'r the best man for
the job! Please call, if
there's ANYTHING I
can do! PS looks like
we got the house deal
done - thx so much, &
all the best! Cheers,
Tbell

So glad.
John Swallow



1634

Send

EXHIBIT 107

Page: 4 of 43
Bill Cycle Date: 09/03/12 - 10/02/12
Account: 804389091
Foundation Account: FAN 00090645

Visit us online at: www.att.com

<u>Time</u>	<u>Place Called</u>	<u>Number Called</u>	<u>Rate Code</u>	<u>Feature Code</u>	<u>Min</u>	<u>Airtime Charges</u>	<u>LD/Add'l Charges</u>
Wednesday, 09/26							
01:11p	INCOMI CL	801-558-3034	M2AM	M2AM	10	0.00	0.00
01:21p	INCOMI CL	801-558-3034	M2AM	M2AM	7	0.00	0.00
01:29p	GRAND CO	970-314-4429	M2AM	M2AM	7	0.00	0.00
02:15p	INCOMI CL	970-314-4429	M2AM	M2AM	23	0.00	0.00
03:03p	BOISE ID	208-353-4725	M2AM	M2AM	11	0.00	0.00
03:39p	INCOMI CL	801-433-2834	RM30		1	0.00	0.00
07:28p	INCOMI CL	801-558-3034	M2AM	M2AM	1	0.00	0.00
08:30p	INCOMI CL	801-558-3034	M2AM	M2AM	1	0.00	0.00
Thursday, 09/27							
09:47a	INCOMI CL	801-540-2900	M2AM	M2AM	33	0.00	0.00
02:33p	INCOMI CL	801-558-3034	M2AM	M2AM	1	0.00	0.00
02:33p	INCOMI CL	801-558-3034	M2AM	M2AM	7	0.00	0.00
02:44p	SALT L UT	801-505-8430	M2AM	M2AM	2	0.00	0.00
03:43p	INCOMI CL	801-505-8430	M2AM	M2AM	10	0.00	0.00
Friday, 09/28							
09:02a	INCOMI CL	208-353-4725	M2AM	M2AM	20	0.00	0.00
02:39p	MIDVAL UT	801-912-0635	RM30		2	0.00	0.00
02:50p	INCOMI CL	801-278-5341	RM30		1	0.00	0.00
03:06p	BLOCKED	000-000-0000	M2AM	M2AM	9	0.00	0.00
Saturday, 09/29							
09:29a	INCOMI CL	801-638-8993	M2AM	M2AM	1	0.00	0.00
09:32a	BLOCKED	000-000-0000	M2AM	M2AM	2	0.00	0.00
10:38a	INCOMI CL	801-550-0740	M2AM	M2AM	3	0.00	0.00
04:46p	SALT L UT	801-558-3034	M2AM	M2AM	1	0.00	0.00
Monday, 10/01							
09:00a	INCOMI CL	800-325-1551	RM30		2	0.00	0.00
11:32a	MIDVAL UT	801-304-9200	RM30		1	0.00	0.00
11:34a	PARK C UT	435-645-7747	RM30		2	0.00	0.00
01:01p	INCOMI CL	801-550-0740	M2AM	M2AM	4	0.00	0.00
09:50p	INCOMI CL	801-949-9450	M2AM	M2AM	6	0.00	0.00

EXHIBIT 108



Brian Farr <bfarr@utah.gov>

Fwd: Bell -- DOJ Trial Modification Offer Details

1 message

Jerrold Jensen <JERROLDJENSEN@utah.gov>
To: Brian Farr <Bfarr@utah.gov>

Tue, Oct 30, 2012 at 6:01 PM

fyi

>>> Abraham Bates <abe.bates@gmail.com> 10/30/2012 5:42 PM >>>
Remarkable how quickly BofA confirmed the details I was asking for after receipt of my discovery requests. As you will see below, the Bells have accepted the \$1.13MM principal reduction at 2.685% fixed for the 26 years and change remaining on the loan.

I still think it is an open question as to whether Jenkins will preclude you from further prosecution of your dec judgment claim in intervention after my clients dismiss their claims, I suspect he will try to find a way to keep you in - whether you want it or not. I will be happy to assist, assuming McGuire Woods doesn't artfully preclude my ability to do so in the settlement agreement, if you want my help.

Take care,

Abe

----- Forwarded message -----

From: **Abraham Bates** <abe.bates@gmail.com>
Date: Tue, Oct 30, 2012 at 5:37 PM
Subject: Re: Bell -- DOJ Trial Modification Offer Details
To: "Pumphrey, Brian E." <bpumphrey@mcguirewoods.com>
Cc: "Miller, Amy" <AMiller@mcguirewoods.com>

Brian,

I just spoke with my clients, they accept the offer as indicated below. I estimated that, based on an \$80K escrow deficiency amortized over 60 months at 2.685% they would be looking at permanent mod payments for the first five years in the approximate amount of \$15,220.08, and that their monthly payments would fall back to the TPA amount (assuming T&I remain the same) once they have satisfied the escrow deficiency. Please let me know if I am in error in this belief, I am not asking for you to confirm to the penny what the increased payments under the perm mod would be for the first sixty months.

We have an agreement. Please provide the telephone number so that my clients may pay by phone on or before this Thursday, and I will await a draft of the settlement documents.

I am having issues with my internet service provider for the abe@slclawfirm.com address right now, so please continue to communicate with me via email at abe.bates@gmail.com. I am also available on my cell at [REDACTED]

Abe

On Tue, Oct 30, 2012 at 4:09 PM, Pumphrey, Brian E. <bpumphrey@mcguirewoods.com> wrote:

Mr. Bates:

We were able to clarify the following concerning the DOJ trial modification that has been offered to your clients.

The current unpaid principal balance ("UPB") on the loan is \$3,102,324.25. The new UPB **before the trial mod**, including all capitalized unpaid interest since the Bells ceased making payments and the escrow capitalization amount, is \$3,638,335.51.

The DOJ mod, if and when made permanent, would include a principal reduction in the amount of \$1,132,646.89, resulting in a modified principal balance of \$2,505,688.92.

In other words, under DOJ mod program guidelines, the Bank can capitalize any unpaid amounts/escrow and these numbers reflect those amounts. In the event any escrow amounts come due during the trial mod period, and the Bank makes advances for those costs on behalf of the borrower, the Bank would capitalize those amounts as well - so there would be no lump sum owed by your clients during the trial period - however that amount would be separately amortized over **60 months**.

The trial modification payments under the DOJ program will be \$13,850.95, reflecting an interest rate of \$2.6850%. Please note that this payment represents principal, interest and estimated taxes or insurance fully amortized. Without the mod, the fully amortized P&I payment would likely have approached \$20,000 per month.

Disclaimer: Trial modification information displayed is **subject to change** due to actual trial payments received, additional interest as well as any fees and escrow charges/shortages. Upon successful completion of the trial offer, permanent modification calculations will take into consideration any and all fees due including all of the above when perm modification documents are drawn and payment recalculated.

As communicated previously, please note that your clients' first payment under the DOJ trial modification is due Thursday November 1. If your clients intend to follow through with the trial plan, they need to call the Bank on or before Thursday and make the first payment by telephone. I will get you a phone number tomorrow. This deadline cannot be extended.

Finally, if your clients are not interested in pursuing this DOJ trial modification, the Bank will agree process them for a proprietary modification. In order to complete a proprietary loan modification, the Bank will need an updated loan modification package, including updated income, employment, and asset documentation. Any proprietary modification will not result in any principal reduction.

If this proposal is sufficient, please let us know and we can prepare a simple settlement agreement and release for your review.

Thanks,

Brian

Brian E. Pumphrey

Partner
McGuireWoods LLP

One James Center
901 East Cary Street
Richmond, Virginia 23219
804.775.7745 (Direct Line)
804.698.2018 (Direct Fax)
bpumphrey@mcguirewoods.com

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--

Law Offices of Abraham C. Bates

2525 E. Cottonwood Pkwy, Ste. 500

Salt Lake City, UT 84121

Tel 801.990.3425

Fax 801.931.2512

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EXHIBIT 109



Brian Farr <bfarr@utah.gov>

Re: Bell v. Recon Trust

1 message

John Swallow <jswallow@utah.gov>

Mon, Nov 19, 2012 at 9:16 PM

To: Brian Farr <bfarr@utah.gov>

Thank you.

Sent from my iPhone

On Nov 19, 2012, at 11:53 AM, Brian Farr <bfarr@utah.gov> wrote:

- > We are substituting Thom Roberts as counsel for the State on this case in place of Jerry Jensen, if that meets with your approval.
- > Thom will be handling the motion for summary judgment.

EXHIBIT 110

STATE OF UTAH
OFFICE OF THE ATTORNEY GENERAL



MARK L. SHURTLEFF
ATTORNEY GENERAL

JOHN E. SWALLOW
Chief Deputy

Protecting Utah • Protecting You

KIRK TORGENSEN
Chief Deputy

December 12, 2012

Amy Miller
McGuire Woods, LLP
2001 K Street N.W.
Washington, DC 20006-1040

Brian E. Pumphrey
McGuire Woods, LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219

Philip D. Dracht
Fabian & Clendenin, P.C.
215 South State Street, Suite 1200
Salt Lake City, UT 84111

RE: Bell v. Countrywide
Stipulated Dismissal of Plaintiffs' Claims

Dear Ms. Miller, Mr. Pumphrey and Mr. Dracht:

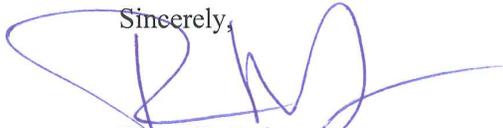
I have received the proposed Stipulated Dismissal of Plaintiffs' Claims in connection with the above matter. It proposes a dismissal pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure as a voluntary, non-judicial dismissal of the Plaintiffs' claims against the Defendants. It does not purport, by its terms, to effect the ongoing claims of the State of Utah against ReconTrust.

It does not appear to me to be appropriate for the State of Utah to be involved in the dismissal of the private claims of litigants in this matter. It is not something that we have been involved in or something that we should be a direct party to such as your proposed pleading suggests. Proceedings by way of a Motion to Dismiss the Plaintiffs' claim, based upon settlement between the Plaintiffs and the Defendants, and obtaining a court order based thereon, is the normal method of resolution and would appear to be appropriate in this instance.

Amy Miller
Brian E. Pumphrey
Philip D. Dracht
December 12, 2012
Page 2

The State of Utah has pending its Complaint in Intervention against ReconTrust at this time. I would anticipate that the complaint would be unaffected by any court ordered dismissal of the Plaintiffs' claim against Countrywide.

Sincerely,



Thom D. Roberts
Assistant Attorney General

TDR/slc

cc: Abraham Bates, Counsel for Plaintiffs

EXHIBIT 111



Thom Roberts <thomroberts@utah.gov>

(no subject)

1 message

Sherri Cornell <scornell@utah.gov>

Fri, Dec 14, 2012 at 3:12 PM

To: Mark Shurtleff <mshurtleff@utah.gov>

Cc: Brian Farr <bfarr@utah.gov>, Wade Farraway <wfarraway@utah.gov>, "Jensen, Jerrold" <jerroldjensen@utah.gov>, Thom Roberts <thomroberts@utah.gov>

OFFICE OF THE ATTORNEY GENERAL
MEMORANDUM

--oo0oo--

TO: MARK SHURTLEFF
Attorney General

FROM: THOM D. ROBERTS
Assistant Attorney General

DATE: December 14, 2012

RE: Bell v. Countrywide
Summary Judgment Motion

On Wednesday of this week I had a "meet and confer" conference with counsel for ReconTrust in the above matter. The purpose of the meeting was to discuss their claims that our discovery responses are inadequate. We declined to provide them with any documents or information concerning discussions with other lawyers and persons with regard to this or other actions against ReconTrust. We also claimed we had no discoverable information regarding the allegations in the complaint. I am planning on telling them that we are standing by our objections, claims of privilege, and claims of irrelevance with regard to the requested information and documents. They may file a motion to compel that discovery.

If we were to file the Motion for Summary Judgment it would obviate and render moot the discovery issues. We would be claiming that facts that ReconTrust has admitted are sufficient to justify the granting of summary judgment. In order to do further discovery or raise the discovery issues ReconTrust would have to file a 36(f) affidavit stating that they cannot respond to the Motion for Summary Judgment without doing additional discovery. That would require ReconTrust to provide detailed explanation of how the information they seek would impact or affect the summary judgment motion and would allow them to present a defense to the Motion that they cannot do without the discovery. I do not think they would be able to make such a showing.

This is an additional reason to file the Motion for Summary Judgment. This "meet and confer" is a matter that came up after our discussion and I thought it might be relevant to you in deciding whether we should go forward with the summary judgment motion in this instance or let the case proceed to trial (final pre-trial is set for the end of February 2013 so trial could be scheduled within a month or two of that date).

If I can provide you with any further information or analysis, please advise.

TDR/slc

cc: Brian Farr
Wade Farraway

Jerrold Jensen

EXHIBIT 112

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

In re:)
)
TIMOTHY R. BELL, an)
individual, et al,)
)
Plaintiffs,)
)
vs.) Case No. 2:11-CV-271BSJ
)
COUNTRYWIDE BANK NA, et)
al,)
)
Defendants.)
)
_____)

BEFORE THE HONORABLE BRUCE S. JENKINS

January 15, 2013

Motion Hearing

Laura W. Robinson, RPR, FCRR, CSR, CP
350 S. Main Street
144 U.S. Courthouse
Salt Lake City, Utah 84101-2180
(801) 328-4800

Appearances of Counsel:

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Attorney at Law
Law Offices of Abraham C. Bates
2825 E. Cottonwood Parkway
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Salt Lake City, Utah 84121

For State of Utah: Thomas D. Roberts
Wade A. Farraway
Attorneys at Law
Utah Attorney General's Office
160 East 300 South
PO Box 140857
Salt Lake City, Utah 84114

For Countrywide
Bank NA: Brian E. Pumphrey
Attorney at Law
McGuire Woods LLP
One Jame Ctr
901 E. Cary Street
Richmond, VA 23219-4030

Philip D. Dracht
Attorney at Law
Fabian & Clendenin
215 S. State Street
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Salt Lake City, Utah 84111

Amy Miller
Attorney at Law
McGuire Woods LLP (DC)
2001 K Street
Suite 400
Washington, DC 20006-1040

1 to the position of the state to begin with and what may be
2 the position of the state now.

3 MR. ROBERTS: Thank you, Your Honor. Thom Roberts on
4 behalf of the State of Utah. As Your Honor is aware,
5 Mr. Shurtleff was the Attorney General of the State of Utah,
6 and we just had a change in administration to Mr. Swallow
7 who is currently the Attorney General. But while
8 Mr. Shurtleff was the Attorney General, he did file and he
9 did sign and there has been filed a notice of dismissal
10 under Rule 41(a)(1) with regard to dismissing all of the
11 claims of all of the parties.

12 Mr. Shurtleff has I believe indicated in other places
13 like in the newspaper, has indicated that this was an
14 appropriate response with regard to dismissing this
15 particular case. Your Honor has issued a ruling in this
16 case upholding the state's position that ReconTrust does not
17 have legal authority to conduct nonjudicial foreclosure
18 sales within the State of Utah. That has been and continues
19 to be the State of Utah's position with regard to the
20 interpretation of National Banking Act, questions whether or
21 not we should be proceeding with regard to this particular
22 case. Mr. Shurtleff decided that our efforts would be best
23 spent with regard to enforcing other cases.

24 As Your Honor is probably aware, although possibly
25 not, the Attorney General's office has been involved in five

1 cases actively with regard to this issue of the authority of
2 ReconTrust. We are participating and have been
3 participating in all five of those cases. One of them is
4 entitled Sunquist versus Federal National Mortgage
5 Association, which is pending in the Utah Supreme Court.
6 The Attorney General Office filed an amicus brief in that
7 case. There are two cases pending in the Tenth Circuit
8 raising this identical issue with regard to the authority of
9 ReconTrust. We have filed amicus briefs in both of those
10 cases. Yesterday there was oral argument heard on the
11 Garrett versus ReconTrust case. The State of Utah -- I have
12 requested the ability to be able to argue in that case. The
13 Tenth Circuit panel decided not, they didn't want to hear
14 from me, declined to have the state participate in that
15 case.

16 This stipulation for dismissal I think was filed on
17 the 28th of December. On January 3rd of this year, I filed
18 the amicus brief in the Deutscher versus ReconTrust case in
19 the Tenth Circuit. Both of those cases have cited and
20 relied to Your Honor's decision in this case which we think
21 is correct. We probably wish that your case had gone first,
22 and it was your case up there in the Tenth Circuit with
23 regard to this matter, but unfortunately that has not turned
24 out to be the case.

25 We fully anticipate the Tenth Circuit to rule

1 hopefully this year in either the Garrett or the Deutscher
2 case with regard to this issue, and everyone has cited to,
3 argued from your case, your decision was mentioned yesterday
4 in oral argument, so we're hoping to have that decision
5 happen.

6 Chances are that the Tenth Circuit will end up ruling
7 on that issue before we could get this case through to final
8 judgment, appealed, and up before the Tenth Circuit. So
9 Mr. Shurtleff made the determination that our efforts ought
10 to be set and spent at those appellate levels with regard to
11 those cases rather than continuing in this case where there
12 might be other issues of litigation proceeding with regard
13 to this matter. Because there have been --

14 THE COURT: So you're an amicus in other cases?

15 MR. ROBERTS: Yes, we have filed amicus cases in both

16 --

17 THE COURT: You're a party in this case?

18 MR. ROBERTS: We are a party in this case. In the
19 Deutscher case we had requested to intervene as a party.
20 The lower court denied that. And yes we are a party here,
21 we are an amicus there. We have -- we are -- we did seek --

22 THE COURT: Well, what is the -- what is the position
23 of the State of Utah now?

24 MR. ROBERTS: The position is with regard to
25 ReconTrust?

1 THE COURT: No, in regard to this case?

2 MR. ROBERTS: The decision was made that this case
3 should -- Attorney General Shurtleff signed a document
4 stipulating to the dismissal of this case so it is the
5 position that dismissal was appropriate.

6 THE COURT: Mr. Jensen a few months ago was here
7 arguing very intensively about the propriety and
8 desirability of being intervenor in this particular matter.
9 Apparently the state has changed its mind.

10 MR. ROBERTS: Um, yes, Your Honor. The state did
11 change its mind. There were some concerns -- the short
12 answer is yes, Your Honor.

13 THE COURT: Okay. But the position today is
14 different, as mild as I can put it, than it was when the
15 petition was filed to intervene?

16 MR. ROBERTS: That is correct, Your Honor. It is my
17 understanding that that was back, I believe, in the spring,
18 and there were some possibly some hopes and concerns with
19 regards to moving these cases forward. The Attorney General
20 made the determination based upon the two pending cases in
21 the Tenth Circuit that that would be the appropriate way to
22 go. Not everyone might have come to that conclusion or held
23 that to be the most appropriate course. Mr. Shurtleff did,
24 however.

25 THE COURT: Okay. Well, I appreciate that. I am a

1 believer in cases being resolved appropriately. Thank you.

2 MR. ROBERTS: Thank you.

3 MR. BATES: Your Honor?

4 THE COURT: And Mr. Bates, I am interested in your
5 pending motion.

6 MR. BATES: Your Honor, I would first like to address,
7 assuming the court is familiar with the characterization or
8 reasoning set forth for Mr. Shurtleff's exercise of his
9 prerogative while he was in office.

10 THE COURT: He didn't state any reason.

11 MR. BATES: What is that?

12 THE COURT: He didn't state any reason.

13 MR. BATES: Well he did actually. And the stated
14 reason was that he didn't believe that it would be a wise
15 use of the state's resources.

16 THE COURT: No. No. No. In the notice that was
17 filed with this court, there was no reason.

18 MR. BATES: Understood. But on the public record and
19 therefore I would argue subject to judicial notice, he
20 claimed that he attached his signature to the 41(a)(1)
21 motion without consultation with counsel of record because
22 it would not be a wise use of the state's resources.

23 THE COURT: Yeah, well I --

24 MR. BATES: And I firmly disagree with that position
25 given the state's previous position in this case, and I also

1 respectfully didn't disagree with Mr. Roberts' position.
2 And once again, I am lending my comments as to the state's
3 claims as to my --

4 THE COURT: I am really more interested in your motion
5 that you filed on the 17th of December, if I remember
6 correctly, and the relief that you asked for in that motion.

7 MR. BATES: Right. So the pending motion, the
8 41(a)(2) motion was filed by me but was done in consultation
9 and was reviewed by defendants in addition to communications
10 with the Office of the Attorney General to confirm that they
11 would not object to such motion. That motion required an
12 order of this court in order to dismiss the claims based on
13 terms that are proper potentially subjecting the settlement
14 to judicial review.

15 While that motion is technically still pending, the
16 41(a)(1) motion which bears both my signature and
17 Mr. Shurtleff's and defendants --

18 THE COURT: I don't have your signature.

19 MR. BATES: I believe my digital signature was
20 attached.

21 THE COURT: No, I don't have your signature. That was
22 not signed by you. But let's deal with your December 17th
23 motion.

24 MR. BATES: Okay. Let me make clear. I am duty bound
25 by the settlement agreement to effectuate the dismissal of

1 my clients' claims which initially, pursuant to defendant's
2 proposal, was to be done by a 41(a) stipulation until the
3 State of Utah by written correspondence to both parties
4 refused to execute the 41(a)(1) voluntary stipulated
5 dismissal precisely because they were not a party to the
6 settlement and because at that point in time their position
7 was we continue, we are --

8 THE COURT: Well, you tell me that in your petition.

9 MR. BATES: Right. Right. Therefore, the motion
10 was -- I drafted a 41(a)(2) motion, provided it to counsel
11 for defendants for review, provided a courtesy copy to the
12 state and thereby filed it.

13 THE COURT: Well you asked for certain relief.

14 MR. BATES: Well, my understanding of the Rules of
15 Civil Procedure, and I am happy for the court to correct my
16 understanding is that the 41(a)(1) notice effectively trumps
17 that -- the prior motion. And to any extent that the two
18 motions interfere with each other, I am bound pursuant to
19 settlement agreement to head off any such conflict by here
20 today in open court orally withdrawing the 41(a)(2) motion.

21 THE COURT: Yeah, let me just ask you a question or
22 two on the motion that is filed.

23 MR. BATES: Yes.

24 THE COURT: Among other things in the order that was
25 submitted by you, you said seeking dismissal.

1 MR. BATES: Correct.

2 THE COURT: I am in favor of dismissal. It sounds to
3 me like you ended up with a pretty good deal. That is fine.
4 The fourth section of the proposed order says this action
5 shall be re-captioned State of Utah versus ReconTrust
6 Company NA. Where did that come from?

7 MR. BATES: As I think defendants will acknowledge,
8 that was based on their edits and was not included in my
9 original proposed language. The state responded that it
10 felt the court was highly unlikely to re-caption the matter
11 as such, but certainly communicated to me that the
12 defendants and the state continued -- had a present intent
13 to continue.

14 THE COURT: Then you say all existing deadlines shall
15 remain in force as to the State of Utah and ReconTrust.

16 MR. BATES: Right. Correct.

17 THE COURT: That was the fifth relief that you asked
18 for.

19 MR. BATES: Correct.

20 THE COURT: Now, your motion was never withdrawn.

21 MR. BATES: It has not been formally withdrawn yet,
22 no, Your Honor.

23 THE COURT: Now, there was a purported notice signed
24 by some of the parties. That particular notice was not
25 physically signed by you.

1 MR. BATES: Correct.

2 THE COURT: And that particular notice was not signed
3 by local counsel on your behalf.

4 MR. BATES: I do not have --

5 THE COURT: Have you ever seen that?

6 MR. BATES: Are you referring to Mr. Dracht?

7 THE COURT: Have you ever seen that?

8 MR. BATES: I have seen it, and there were a number of
9 e-mail exchanges.

10 THE COURT: No, I'm talking to you.

11 MR. BATES: Okay.

12 THE COURT: Have you seen it?

13 MR. BATES: I may not have seen the document that the
14 court is specifically referring to right now.

15 THE COURT: Okay. Well let me hand it down to you,
16 the one that I have seen.

17 MR. BATES: I have seen this document.

18 THE COURT: Now your signature, your physical
19 signature, does not appear thereon.

20 MR. BATES: That is correct.

21 THE COURT: And Mr. Dracht's signature on your behalf,
22 his signature, doesn't appear thereon.

23 MR. BATES: No. But there is the astrict indication.

24 THE COURT: You're interested in settling this case.

25 MR. BATES: I am bound to dismiss my clients.

1 THE COURT: You're interested in settling this case.

2 MR. BATES: Yes. Well --

3 THE COURT: You want to settle the case.

4 MR. BATES: I would dispute that characterization
5 because there are plaintiffs' claims and there are the
6 state's claims. I am co-counsel in other matters.

7 THE COURT: No, on behalf of Bell --

8 MR. BATES: Yes.

9 THE COURT: -- you want to settle this case.

10 MR. BATES: As it relates to my clients, yes.

11 THE COURT: You're happy with your settlement of this
12 case?

13 MR. BATES: Yes. My clients are happy with the
14 settlement terms, yes.

15 THE COURT: Okay. And you would like the court to
16 approve the settlement?

17 MR. BATES: Well, that was the proposal in the motion
18 that was initially filed subjecting the settlement
19 potentially to judicial review.

20 THE COURT: Well, it is subject to judicial review for
21 many reasons, and we'll go into those in a minute, but
22 you're happy with it?

23 MR. BATES: My clients are satisfied with it, yes.

24 THE COURT: Okay. That's fine. That's fine. And
25 that is all I have as far as you're concerned.

1 MR. BATES: Okay.

2 THE COURT: You can give me back my copy.

3 MR. BATES: If I may make one more comment. I have no
4 authority to speak on behalf of or bind the Office of the
5 Attorney General.

6 THE COURT: I recognize that.

7 MR. BATES: But I have had communications with
8 Mr. Swallow indicating that his administration intends to
9 fully prosecute claims like these.

10 THE COURT: Well, let them speak for themselves.

11 MR. BATES: And that he would have never executed this
12 dismissal.

13 THE COURT: Let them speak for themselves.

14 Now I'm interested in the defendants. Counsel
15 suggests that it was your suggestion to change the title of
16 the case in his initial motion. And I am curious as to the
17 authority for something like that.

18 MR. PUMPHREY: Your Honor, Brian Pumphrey. The
19 initial plan was when the Utah AG's Office indicated that
20 they wanted to proceed with litigation, we had proposed
21 initially a stipulation of dismissal that at that time would
22 have only resolved the claims between the defendants and the
23 Bells. The Utah AG's Office declined to sign off on that
24 because they thought it could some how impact their case
25 which at the time they were fully planing on proceeding. So

1 when we were preparing the Rule 41 motion which I understand
2 Mr. Bell -- Mr. Bates intends to withdraw --

3 THE COURT: Has he withdrawn it?

4 MR. PUMPHREY: He has withdrawn it.

5 THE COURT: It is here.

6 MR. PUMPHREY: So that has been withdrawn. I think it
7 was more of a housekeeping issue that we thought that at
8 that time we were under the impression that the case was
9 going to be going forward, we were engaging in discovery, we
10 were having meet and confers.

11 THE COURT: Well, why change the title?

12 MR. PUMPHREY: Because the Bells were no longer in the
13 case.

14 THE COURT: How can you repeal history?

15 MR. PUMPHREY: I have had many cases where when
16 parties have left where the title has changed. It certainly
17 is not something that we thought was absolutely critical,
18 but we thought it would be cleaner because that is what --
19 it would reflect the parties who would actually be in the
20 case.

21 THE COURT: Well apparently Mr. Shurtleff had a change
22 of mind.

23 MR. PUMPHREY: That is my understanding.

24 THE COURT: Well, did you talk to him?

25 MR. PUMPHREY: Personally I did not, no.

1 THE COURT: Who talked to him?

2 MR. PUMPHREY: One of my partners.

3 THE COURT: Whose name is?

4 MR. PUMPHREY: Jerry Kilgore.

5 THE COURT: Is he around?

6 MR. PUMPHREY: He is not here today, no.

7 THE COURT: Okay. And so local counsel didn't talk to
8 him?

9 MR. PUMPHREY: To Mr. Shurtleff?

10 THE COURT: I'm sorry?

11 MR. PUMPHREY: So you're saying did Mr. Dracht speak
12 with Mr. Shurtleff?

13 THE COURT: Well, he wasn't the one that talked to
14 Shurtleff.

15 MR. PUMPHREY: No, no, Mr. Kilgore spoke to
16 Mr. Shurtleff. Mr. Shurtleff called Mr. Kilgore. My
17 understanding is, again I was not on the call, my
18 understanding is that Mr. Shurtleff called Mr. Kilgore on or
19 about December 19th and stated that he had decided that he
20 was going to dismiss the case.

21 THE COURT: Okay. Now, as I understand it, Mr. Bates
22 on behalf of the Bells needs to sign the so-called notice of
23 dismissal. Now the sign, in quotation marks, is a term of
24 art which is governed by national and local rules. The form
25 in which the notice was signed doesn't comply with the

1 national but particularly the local rule. And as a result,
2 I have a notice, or a so-called stipulation, that purports
3 to be signed by Mr. Bates, but according to the rule hasn't
4 been signed by Mr. Bates. And I'll refer counsel to the
5 administrative procedures that exist so-called having to do
6 with the electronic filing and merely point out that the
7 deficiency in dealing with an added electronic signature,
8 so-called with authority, has to bear the signature of the
9 signing attorney. That is to say the one who is submitting
10 the document.

11 Absent that signature, the notice is deficient and
12 incomplete. But Mr. Bates has told me in open court here,
13 and I'll have him reiterate it, that he would like to join,
14 as I understand it, in a stipulation of dismissal. Let me
15 ask him again. Is that correct, Mr. Bates?

16 MR. BATES: Yes, Your Honor. The settlement agreement
17 requires me, whether it is under 41(a)(2) or 41(a)(1), to
18 agree to dismiss my clients' claims.

19 THE COURT: Well, I want to try to repair, if
20 possible, the difficulty I had with the notice. And I think
21 that with your statement on the record, and your
22 satisfaction and the satisfaction of your client with what
23 appeared to be a reasonable settlement under the
24 circumstances, the kind of settlement that might possibly be
25 a pattern for people down the road, and your acknowledgment

1 in open court and on the record the existence of the
2 agreement on your part to agree to the dismissal of all of
3 the pending actions.

4 MR. BATES: Your Honor, if it would please the court,
5 I would be happy here today in open court to attach my
6 physical signature --

7 THE COURT: No, I think the record is satisfactory.

8 MR. BATES: -- in open court.

9 THE COURT: I think the record is satisfactory. But I
10 do think that we need to memorialize that and why don't we
11 have you earn your fee by preparing a modest order
12 memorializing the fact and stating in your motion that you
13 agree to this stipulation to dismiss everything.

14 MR. BATES: Your Honor, the state has reminded me that
15 I would not be able to attach my signature to a
16 contemporaneous as of dated today motion given the present
17 administration's contrary intentions to Mr. Shurtleff's. I
18 would be happy to attach my signature to the form of the
19 dismissal that included Mr. Shurtleff's signature when --

20 THE COURT: Well, you can file a duplicate copy of
21 that notice with your signature.

22 MR. BATES: I will do so.

23 THE COURT: You can get a photostatic of that from the
24 clerk, or downstairs from the clerk, or off your own
25 computer.

1 MR. BATES: Understood.

2 THE COURT: And file that with the court. And I will
3 find that to be sufficient based upon your representations
4 here in open court and on the record.

5 MR. ROBERTS: Your Honor, Thom Roberts on behalf of
6 the State of Utah. Based upon the concern which I was
7 frankly was unaware of with regard to the finality of that
8 stipulated dismissal, as I indicated, there has been a
9 change in administration. Mr. Shurtleff no longer has the
10 authority to bind the office and so if that --

11 THE COURT: I'm not asking him to.

12 MR. ROBERTS: So but his -- but if this -- his
13 signature now he does not have the authority to sign on
14 behalf of the Attorney General's Office.

15 THE COURT: He is not asking that you sign it again.

16 MR. ROBERTS: No, but the issue is whether or not --
17 if Your Honor deems it appropriate to accept his signature
18 that he made while he was attorney general and give it
19 effect after he is no longer --

20 THE COURT: I have got his signature on the defective
21 notice. The defective notice lacked his signature. It is
22 his signature that I am --

23 MR. BATES: Your Honor, those documents are one in the
24 same.

25 THE COURT: I'm sorry?

1 MR. BATES: The document containing Mr. Shurtleff's
2 signature, is the same document containing what the court
3 has identified as my defective electronic signature.

4 THE COURT: And it is -- I understand what you're
5 saying, but we'll let Mr. Bates physically sign a duplicate
6 copy and file it with the court.

7 MR. ROBERTS: I was just raising for Your Honor the
8 question about, you know, to the extent that this purports
9 to be effective --

10 THE COURT: What does the State of Utah want to do?

11 MR. ROBERTS: The State of Utah made a decision under
12 Mark Shurtleff's administration to dismiss that.

13 THE COURT: Okay. Are you changing that decision?

14 MR. ROBERTS: It had been our position that this was
15 complete as of the time that it was filed.

16 THE COURT: It wasn't completed at the time that you
17 filed it because it lacked a lawful signature of Mr. Bates.

18 MR. ROBERTS: And to the extent that was not effective
19 when it was filed, a new filing would require a signature
20 and Mr. Shurtleff no longer has the authority to --

21 THE COURT: I merely indicated that Bates has
22 indicated here in open court and on the record that he
23 acknowledges that he agrees to that.

24 MR. ROBERTS: To the extent that the court wants to
25 accept this pleading as being a contemporaneous pleading

1 today, or when Mr. Bates signs it with Mr. Shurtleff's
2 signature he is no longer the Attorney General and so I
3 question whether or not he has the authority today to sign a
4 stipulation for a dismissal.

5 THE COURT: Well, I'm not dealing with that. I am not
6 dealing with his authority today. I thought the position of
7 the State of Utah was as you stated.

8 MR. ROBERTS: The position of the State of Utah was
9 that this case was dismissed on the 28th.

10 THE COURT: Is that still your position?

11 MR. ROBERTS: It was our understanding that everyone
12 had signed it, Your Honor, and this is new information to me
13 so I only know what I know.

14 MR. BATES: Your Honor, if I may, I just want to make
15 clear that at no point have I stipulated or do I agree to a
16 global dismissal as contained and represented in the 41(a)
17 notice. I agreed to attach my electronic signature to that
18 document for the narrow purpose of dismissing my clients'
19 claims and not the entire case in general even though once
20 again I have no standing, it was not my intention, and to
21 characterize my position as I approve of the practical
22 effect of the entire, you know, document and the dismissal
23 of all parties claims with prejudice that is inaccurate. I
24 agreed to execute the document because at defendants'
25 request it effectuated the dismissal of my clients' claims

1 narrowly as part of the settlement.

2 THE COURT: Well, I'm in doubt as to what you want me
3 to do. I thought we had resolved it.

4 MR. DRACHT: Your Honor, may I?

5 THE COURT: Sure.

6 MR. DRACHT: There has been some discussion about
7 filing and e-filing. Your Honor has characterized
8 Mr. Bates' filing as -- or signature as somehow not
9 sufficient.

10 THE COURT: That is correct.

11 MR. DRACHT: And in looking at Page 3 of the
12 stipulated motion, the first signature block says by counsel
13 and it indicates a slash S. I can wait for Your Honor to
14 pull up the motion.

15 THE COURT: No, you go ahead.

16 MR. DRACHT: Slash S Abraham Bates.

17 THE COURT: I saw that.

18 MR. DRACHT: And there are two asterixes and below
19 that it says, filing counsel has received Mr. Bates consent
20 to upload this motion and his signature electronically.

21 THE COURT: Absolutely true.

22 MR. DRACHT: And I have an e-mail from Mr. Bates
23 saying please upload this document and sign on by behalf.

24 THE COURT: That is fine.

25 MR. DRACHT: Under the administrative procedures for

1 this court, subsection -- or Roman Numeral two section A
2 number two, signatures of other attorneys provides for when
3 a document to be filed requires a signature of attorneys
4 other than that of a filing attorney, such as a stipulation,
5 the attorney may obtain approval from the other attorneys to
6 state that the other attorney has authorized the filing
7 attorney to electronically sign the document.

8 THE COURT: I don't have any trouble with that.

9 MR. DRACHT: And it appears that that is what happened
10 here.

11 THE COURT: No. No. What is lacking, counselor, is
12 you didn't sign it. Read the next section.

13 MR. DRACHT: Well, I certainly signed the stipulation.
14 I didn't sign below Mr. Bates signature.

15 THE COURT: That is correct, you didn't sign that.

16 MR. DRACHT: And Your Honor, we have submitted a
17 number of stipulations in this court under the same
18 manner --

19 THE COURT: I am just pointing out --

20 MR. DRACHT: -- and Your Honor has not ever indicated
21 that this is an issue.

22 THE COURT: There it is. You live with it. I live
23 with it. That is not my problem, that is your problem.

24 MR. DRACHT: Okay. All right. Well, Mr. Bates has
25 already consented and has signed the document.

1 THE COURT: He has indicated that he is happy with the
2 results of --

3 MR. DRACHT: Your Honor, so here we are.

4 THE COURT: That is fine. He has indicated that he
5 has joined in as far as I'm concerned. Maybe I should have
6 assigned you the onerous task of sending me a small order.

7 MR. DRACHT: I certainly would take that -- if you
8 assign me that task, we will present an order to the court.

9 THE COURT: That would be fine. And I simply want to
10 say something in passing of no great consequence. In
11 litigation in the courtroom, whether you're the Attorney
12 General of the State of Utah or of the United States or
13 anyone else who practices here, we expect directness,
14 candor, laying it out for the court, so that everybody knows
15 what everybody has got, and everybody knows the reasons why.
16 That is the only way any of us can function whether you're
17 an officer of the court or whether you're a judge. That is
18 the only way it really works. Candor and
19 straightforwardness and recognition on occasion that there
20 may be a conflict or at least the appearance of one, and
21 that one should be as careful in those kinds of situations
22 as one can possibly be. But I have delayed these other
23 fellows and ladies on another matter. I would appreciate it
24 if you would send me a modest order. Thank you very much.

25 MR. DRACHT: Thank you.

1 THE COURT: We're going to take a two minute break and
2 let people set up and go from there.

3 MR. BATES: May I make one final comment? No.

4 (Whereupon, the hearing concluded at 2:09 p.m.)
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1 STATE OF UTAH)
2) ss
3 COUNTY OF SALT LAKE)
4

5 I, Laura W. Robinson, Certified Shorthand
6 Reporter, Registered Professional Reporter and Notary Public
7 within and for the County of Salt Lake, State of Utah, do
8 hereby certify:

9 That the foregoing proceedings were taken before
10 me at the time and place set forth herein and were taken
11 down by me in shorthand and thereafter transcribed into
12 typewriting under my direction and supervision;

13 That the foregoing pages contain a true and
14 correct transcription of my said shorthand notes so taken.

15 In witness whereof I have subscribed my name and
16 affixed my seal this 12th day of December, 2013.

17
18 _S/ Laura W. Robinson_____
19 Laura W. Robinson
20 RPR, FCRR, CSR, CP
21
22
23
24
25

EXHIBIT 113

Philip D. Dracht, #11561

FABIAN & CLENDENIN, P.C.
215 South State Street, Ste. 1200
Salt Lake City, UT 84111
Tel: (801) 323-2251
Fax: (801) 596-2814
pdracht@fabianlaw.com

Attorney for Defendants Countrywide Bank, N.A., d/b/a Bank of America Corporation, BAC Home Loans Servicing, LP and ReconTrust Company, N.A.

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

TIMOTHY R. BELL, an individual; and
JENNIFER BELL, an individual,

Plaintiffs,

v.

COUNTRYWIDE BANK, N.A. d/b/a
BANK OF AMERICA CORPORATION,
a Delaware corporation; BAC HOME
LOANS SERVICING, LP, a Texas limited
partnership; RECONTRUST COMPANY,
N.A., a national association; and DOES 1-5,

Defendants.

STATE OF UTAH,
Plaintiff in Intervention,

v.

RECONTRUST COMPANY, N.A., a
national association,

Defendant.

Case No. 2:11-cv-00271-BSJ

**NOTICE OF STIPULATED DISMISSAL
OF THE CLAIMS OF PLAINTIFFS
TIMOTHY & JENNIFER BELL
AS WELL AS PLAINTIFF IN
INTERVENTION, THE STATE OF
UTAH**

Plaintiffs Timothy Bell and Jennifer Bell, by and through counsel, and Plaintiff in Intervention, the State of Utah, by and through its attorneys, pursuant to Rule 41(a)(1)(A)(ii) of

the Federal Rules of Civil Procedure, stipulate to the voluntary dismissal of all claims against Defendants in this action, with prejudice, with each party to bear its own costs.

Dated: December 27 2012

Respectfully Submitted,

**COUNTRYWIDE BANK, N.A. d/b/a
BANK OF AMERICA CORPORATION,
BAC HOME LOANS SERVICING, LP,
and RECONTRUST COMPANY, N.A.**

By Counsel

s/ Philip D. Dracht

Philip D. Dracht, #11561
FABIAN & CLENDENIN, P.C.

Amy Miller (admitted *pro hac vice*)
MCGUIREWOODS LLP
2001 K Street, NW
Suite 400
Washington, DC 20006-1040
Tel: (202) 857-1732
Fax: (202) 828-2963
amiller@mcguirewoods.com

Brian E. Pumphrey (admitted *pro hac vice*)
MCGUIREWOODS LLP
901 East Cary Street
Richmond, Virginia 23219
Tel: (804) 775-7745
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bpumphrey@mcguirewoods.com

*Attorneys for Defendants Countrywide
Bank, N.A., d/b/a Bank of America
Corporation, BAC Home Loans Servicing,
LP, ReconTrust, N.A.*

**TIMOTHY R. BELL AND JENNIFER
BELL**

By Counsel

/s Abraham Bates *

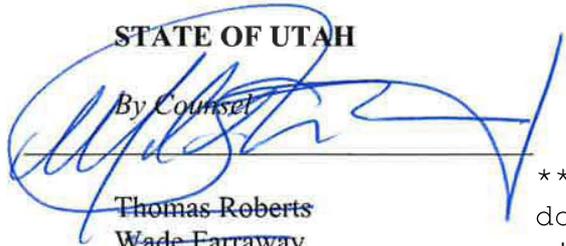
Abraham Bates
Steven Crawley
Wasatch Advocates, LLC
4525 Wasatch Boulevard
Ste. 300
Salt Lake City, Utah 84124

* (Signed by
Filing Attorney
with permission of
Plaintiffs'
Counsel)
/s/Philip D. Dracht

Attorneys for Plaintiffs

STATE OF UTAH

By Counsel



**

~~Thomas Roberts~~
~~Wade Farraway~~
~~Assistant Utah Attorney General~~
Mark Shurtleff
Utah Attorney General
Attorneys for the State of Utah
160 East 300 South, Fifth Floor
P.O. Box 140857
Salt Lake City, Utah 84114-0857
Telephone: (801) 366-0353

** (Signed copy of
document bearing
signature of Mark
Shurtleff is
being maintained
in the office of
the Filing
Attorney)
s/Philip D. Dracht

Attorneys for Intervenor

CERTIFICATE OF SERVICE

January 15, 2013

The undersigned hereby certifies that on ~~December 28, 2012~~, the foregoing was filed with the Clerk of the Court uploaded to ECF and electronically served on all parties represented by counsel.

Abraham Bates
Steven Crawley
Wasatch Advocates, LLC
4525 Wasatch Boulevard
Ste. 300
Salt Lake City, Utah 84124

Attorneys for Plaintiffs

Thomas Roberts
Wade Farroway
Assistant Utah Attorney General
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Salt Lake City, Utah 84114-0857
Telephone: (801) 366-0353

Attorneys for Intervenor

s/Philip D. Dracht
Philip D. Dracht, #11561

EXHIBIT 114



jerroldjensen@utah.gov

Bell

Jerrold Jensen <jerroldjensen@utah.gov>
To: Mark Shurtleff <mshurtleff@utah.gov>

Thu, Dec 27, 2012 at 6:24 PM

Mark,

I would be interested in knowing your reasoning for stipulating to the dismissal in Bell.

Jerry

mshurtleff@utah.gov <mshurtleff@utah.gov>
To: Jerrold Jensen <jerroldjensen@utah.gov>
Cc: Thom Roberts <THOMROBERTS@utah.gov>

Thu, Dec 27, 2012 at 9:29 PM

Sorry Jerry, I meant to email you and Thom before you got the hard copy but got busy. This was becoming a very complicated issue for John given Bell hosted a fundraiser for him in the subject home, and Bell is also a person of interest in a fraud matter we are investigating.

I felt that given those facts and the settlement with Bell, as well as the fact that Jenkins lengthy ruling on the Motion to Dismiss is before the 10th Circuit, that it was best for Utah and the Office of AG to not go forward.

Really sorry to disappoint.

Mark
Mark L. Shurtleff
Utah Attorney General
Sent from my iPhone
[Quoted text hidden]

Jerrold Jensen <jerroldjensen@utah.gov>
To: Brian Farr <bfarr@utah.gov>

Mon, Dec 31, 2012 at 2:12 PM

----- Forwarded message -----

From: <mshurtleff@utah.gov>
Date: Thu, Dec 27, 2012 at 9:29 PM
Subject: Re: Bell
To: Jerrold Jensen <jerroldjensen@utah.gov>
Cc: Thom Roberts <THOMROBERTS@utah.gov>

iPhone

EXHIBIT 115

Lawyers question Shurtleff's 180 in foreclosure case

Outgoing Utah A.G. says there's no link between his support of BofA settlement and his new firm having bank as client.

BY TOM HARVEY THE SALT LAKE TRIBUNE

PUBLISHED JANUARY 3, 2013 12:35 PM

This is an archived article that was published on sltrib.com in 2013, and information in the article may be outdated. It is provided only for personal research purposes and may not be reprinted.

Just days before leaving office, Attorney General Mark Shurtleff has reversed the state's position and personally signed on to a settlement in a foreclosure lawsuit that Bank of America appeared to be losing.

The practical effect of Shurtleff's move, according to an attorney who filed the lawsuit, is to weaken Utah's ability to enforce state law. It also weakens the state's position in other lawsuits challenging foreclosures carried out by ReconTrust Co., Bank of America's foreclosure arm, Abraham Bates said.

Members of the Attorney General's Office said Shurtleff's actions blind-sided them, but they declined to comment publicly. The office had previously successfully intervened in the case as a plaintiff and argued that ReconTrust had violated state law in foreclosing on Utah homeowners Timothy and Jennifer Bell.

U.S. District Judge Bruce Jenkins, who presides over the case, issued a strong ruling in favor of the homeowners' and the state's position. The assistant attorneys general conducting the state's case hoped to keep it alive for a final ruling by Jenkins before a likely appeal to the 10th Circuit Court of Appeals for a definitive decision that would guide other similar lawsuits.

Shurtleff leaves office on Monday and has announced he'll join the international law firm of Troutman Sanders LLP. On its website, the firm says it "regularly represents Bank of America."

A combative Shurtleff said Wednesday there was no connection between his action in the Utah foreclosure case and the clients of his new law firm. He portrayed his decision as one that saved state resources by not pursuing a case in which the original plaintiffs had settled.

Shurtleff acknowledged that assistant attorneys general who work on foreclosure matters disagreed with his decision. He said he made the decision and signed the document so they wouldn't have to take an action they disagreed with.

"There's no reason to continue [to be], at taxpayer expense, involved in a case where the plaintiff has settled," Shurtleff said.

Bates, who represented the Bells in the lawsuit, said Shurtleff's actions took him completely by surprise because the state had previously declined to agree to a settlement.

"To me this appears to be some type of a midnight pardon," Bates said. "It certainly sends a confusing message to the public and to the courts and the 10th Circuit as to why the chief law enforcement agency in the state is dismissing its claims in defense of the laws of the state."

By signing the settlement, Shurtleff has weakened the state's legal position on foreclosures by ReconTrust because the state was an actual plaintiff in the case where in other active cases it has merely filed "friend of the court" briefs that don't carry the same weight, Bates said.

Shurtleff's signing of the dismissal also appears to put a fence of sorts around Jenkins' ruling, said Bates, who called the judge's decision "overwhelming and persuasive."

Shurtleff said Jenkins' ruling was already before the 10th Circuit as part of an appeal in another foreclosure case.

The Bells had sued Bank of America in 2011, arguing that Countrywide Financial, which BofA acquired in 2008, had engaged in predatory lending practices when it provided them a loan to refinance their Holladay home under terms they did not qualify for and could not afford. They asserted ReconTrust illegally began foreclosure proceedings on their property when they went into default.

In the wake of Jenkins' unfavorable ruling and because of a nationwide settlement between states, the federal government and banks, BofA agreed to reduce the Bells' original loan of about \$3 million by \$1.1 million to make the new loan amount equal to the present value of the property, according to court documents. The Bells agreed to settle, but the Dec. 17 motion seeking approval of the settlement said the state would not sign on. Then, 11 days later, an attorney for BofA filed the dismissal document in court with Shurtleff's signature on behalf of the state of Utah.

The Bells' and others' lawsuits have argued that ReconTrust violated a state law by carrying out thousands of foreclosures on its own instead of going through a Utah-based attorney or title company as state law requires.

Bank of America's attorneys said that because it is a national bank, it is governed by national banking laws and regulations. The

regulations mean ReconTrust is guided by the laws of the state in which it carries out its business — in this case Texas where the company is located, the attorneys said.

Two other federal judges in Utah have sided with ReconTrust and agreed the company was carrying out foreclosures legally in Utah because it was governed by Texas and not Utah law.

Jenkins, in his strongly worded ruling in March, stated that federal law was intended to mean that the banks had to follow the law of the states in which they were operating. Rules issued by the Controller of the Currency and relied on by ReconTrust were not valid, the judge wrote.

That ruling set up a split on the Utah federal bench over the question, throwing a definitive ruling into the 10th Circuit Court of Appeals.

One such case is scheduled for oral argument before the 10th Circuit this month, but Bates and another attorney are seeking to consolidate it with another lawsuit against ReconTrust and to postpone oral arguments so both cases could be heard at once.

Attorneys for Bank of America did not return emails seeking comment.

tharvey@sltrib.com

Twitter: @TomHarveySltrib

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EXHIBIT 116

Text Message
Tue, Jan 15, 5:28 PM

[801-538-1041](tel:801-538-1041)
\$1,000
Thank you!

Cheers!

Wed, Jan 16, 2:20 PM

Got it updated...

Thanks a million

EXHIBIT 117

disclosures.utah.gov/Ledger/1410361/2012

#	Date	Name	Purpose/Address	Bid	Contributions (+) Add	Expenditures (-) Add	Balance	I	L	A	Show Filters
Manage		Beginning Balance for 2012									
Show Details		Primary									
Hide Details		August 31st									
1	8/17/2012	BellMed Resources, LLC	Open-House	✓							
Report Totals:											
Show Details		General									
Show Details		Year End									
Year-end Totals:											
					\$0.00	(\$1,000.00)	(\$1,000.00)				

Amendment

Amount: "(\$15,000.00)" ⇒ "(\$1,000.00)" on 1/16/2013

EXHIBIT 118

From: jasoncpowers@gmail.com on behalf of Jason Powers <jpowers@guidantstrategies.com>
Sent: Thursday, April 25, 2013 8:44 AM
To: Renae Cowley <renaecowley@gmail.com>
Cc: Greg Powers <greg@guidantstrategies.com>; John Swallow <john.swallow1@me.com>
Subject: Re: Amended Contribution from Bell Med

does Tim need to correct or amend again to get this right?

On Apr 24, 2013 9:39 PM, "Renae Cowley" <renaecowley@gmail.com> wrote:

I reviewed my emails and cannot find the instructions I gave him on how to amend which means I just walked him through it over the phone.

On Wed, Apr 24, 2013 at 9:36 PM, Renae Cowley <renaecowley@gmail.com> wrote:

Here is what it is:

<http://disclosures.utah.gov/Search/PublicSearch/FolderDetails/1411758> refer to Aug 31 report

Tim made the mistake of putting the recipient as the same company making the expenditure instead of FOJS. The date matches and he amended it to \$1,000. This is the report in question - you can tell because it is marked as amended.

On Wed, Apr 24, 2013 at 7:51 PM, Greg Powers <greg@guidantstrategies.com> wrote:

Bell Med returns no results on the public search.

There is a TriBell Medical, which also donated \$1,000 to John's campaign on 10/10/2012. That was not an in kind or amended donation. However, TriBell Medical and Bell Med do not have the same addresses and google searches seem to make them out to be separate companies as well.

On Wed, Apr 24, 2013 at 6:42 PM, Jason Powers <jpowers@guidantstrategies.com> wrote:

check bell meds financial report.

The state disclosure is showing a \$1,000 in kind for a fundraiser. The contribution was from Bell Med and reported on August 26th 2012.

--

-- Greg Powers
Mobile: [801.682.2580](tel:801.682.2580)
Skype: gregapowers

The sender of this transmission is not a tax professional. Any statement contained in this communication and its attachments are not intended for use, and cannot be used, as advice or counsel on issues related to the Internal Revenue Service or the related Internal Revenue Code. This message is for the use of the intended recipient only and may contain information that is privileged and confidential. If you are not the intended recipient any disclosure, copying, future distribution, or use of this communication and its attachments is prohibited. If you have received this communication in error, please advise me by email or telephone and delete and destroy any electronic and hard copies of this communication and its attachments.

Guidant Strategies
136 Heber Avenue, Suite 204
Park City, UT 84060
Tel.435.200.5520
www.GuidantStrategies.com

--

-- Greg Powers
Mobile: [801.682.2580](tel:801.682.2580)
Skype: gregapowers

The sender of this transmission is not a tax professional. Any statement contained in this communication and its attachments are not intended for use, and cannot be used, as advice or counsel on issues related to the Internal Revenue Service or the related Internal Revenue Code. This message is for the use of the intended recipient only and may contain information that is privileged and confidential. If you are not the intended recipient any disclosure, copying, future distribution, or use of this communication and its attachments is prohibited. If you have received this communication in error, please advise me by email or telephone and delete and destroy any electronic and hard copies of this communication and its attachments.

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136 Heber Avenue, Suite 204
Park City, UT 84060
Tel.435.200.5520
www.GuidantStrategies.com

--

Rena Cowley
[801.529.3209](tel:801.529.3209)

--

Rena Cowley
[801.529.3209](tel:801.529.3209)

EXHIBIT 119

From: John Swallow <johneswallow@gmail.com>
Sent time: Tuesday, May 21, 2013 8:23:57 AM
To: Jason Powers Powers <jpowers@guidantstrategies.com>
Subject: Re: Email Tracked Changes

So Jason, please refund the Brock contribution and the Bell family or company in kind donation with a check. I want to avoid even the appearance of impropriety

Thanks.

John.

On May 17, 2013 9:08 AM, "Jason Powers" <jpowers@guidantstrategies.com> wrote:
Lindsay, please call John at 801.949.9450 to go over a few typos that need fixed.

John, expect a call from Texas area code 817.

-- Jason
Mobile: 425.941.5000
Skype: jasoncpowers

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136 Heber Avenue, Suite 204
Park City, UT 84060
Tel. 435.200.5520
www.GuidantStrategies.com

On Fri, May 17, 2013 at 8:34 AM, Jason Powers <jpowers@guidantstrategies.com> wrote:
John, Make sure you are ok with these changes that came back from the editor. If you make changes, used tracked changes functionality in your word processor app and reply to all.

-- Jason
Mobile: 425.941.5000
Skype: jasoncpowers

The sender of this transmission is not a tax professional. Any statement contained in this communication and its attachments are not intended for use, and cannot be used, as advice or counsel on issues related to the Internal Revenue Service or the related Internal Revenue Code. This message is for the use of the intended recipient only and may contain information that is privileged and confidential. If you are not the intended recipient any disclosure, copying, future distribution, or use of this communication and its attachments is prohibited. If you have received this communication in error, please advise me by email or telephone and delete and destroy any electronic and hard copies of this communication and its attachments.

Guidant Strategies
136 Heber Avenue, Suite 204

Park City, UT 84060
Tel. 435.200.5520
www.GuidantStrategies.com

EXHIBIT 120

ITEMIZED TRIP RECEIPT

FIVE STAR

3107 E. Silver Hawk Drive
 Holladay, Utah 84121
 801-521-7827
 801-521-7828

Date: Friday, December 13, 2013

www.go5star.com/info@go5star.com

Client Address
Attn: Tim Bell BellMed Resources LLC

Account Number	12353
-----------------------	-------

Trip Date: 7/25/2012	Pax: Event Management deposit	Ref #:
Confirm No. : 115141-T Ordered by <i>Tim</i> Start Time 12:00 PM End Time 1:00 PM Vehicle Type M&G Trip Type Trip Desc Pick-Up: \$2000 deposit for charges to be incurred on Swallow event Drop-off:	Standard Hrly/Flat Charges 1.00 2000.00 \$2,000.00 Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00 Gratuity 0.00% Extra- Gratuity Greet fee: Parking: Cleaning: Grocery: Reimburseme: Extra stop: Addl fee: Dbl Click: Dbl Click: Sub-Totals 0.00 2,000.00 Credits - Discounts 0.00 Paid by: Visa xxxxxxxxxxxx1740 -2,000.00 Apr/Ck#: 071188-7/25 Balance: \$0.00	

Trip Date: 8/16/2012	Pax: Event Management deposit	Ref #:
Confirm No. : 104017-t Ordered by <i>Tim</i> Start Time 12:00 PM End Time 1:00 PM Vehicle Type M&G Trip Type Trip Desc Source - Activity Pick-Up: \$2000 deposit for charges to be incurred on Swallow event Drop-off:	Standard Hrly/Flat Charges 1.00 2000.00 \$2,000.00 Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00 Gratuity 0.00% Extra- Gratuity Greet fee: Parking: Cleaning: Grocery: Reimburseme: Extra stop: Addl fee: Dbl Click: Dbl Click: Sub-Totals 0.00 2,000.00 Credits - Discounts 0.00 Paid by: Visa xxxxxxxxxxxx1740 -2,000.00 Apr/Ck#: 077488-8/16 Balance: \$0.00	

Trip Date: 8/4/2012		Pax: Event Management deposit		Ref #:	
Confirm No. :	051500-T	Standard Hrly/Flat Charges 1.00 3000.00 \$3,000.00			
Ordered by	Tim	Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00			
Start Time	12:00 PM	End Time	1:00 PM	Gratuity 0.00%	
Vehicle Type	M&G	Extra- Gratuity			
Trip Type		Greet fee:			
Trip Desc	Source - Activity	Parking:			
Pick-Up:		Cleaning:			
\$3000 deposit for charges to be incurred on Swallow event		Grocery:			
Drop-off:		Reimburseme:			
		Extra stop:			
		Addl fee:			
		Dbl Click:			
		Dbl Click:			
		Sub-Totals	0.00	3,000.00	
			Credits - Discounts		0.00
		Paid by: Visa	xxxxxxxxxxx1740	-3,000.00	
		Apr/Ck#: 317456-8/4	Balance:	\$0.00	

Trip Date: 8/17/2012		Pax: Event Management deposit		Ref #:	
Confirm No. :	010359-T	Standard Hrly/Flat Charges 1.00 1500.00 \$1,500.00			
Ordered by	Tim	Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00			
Start Time	12:00 PM	End Time		Gratuity 0.00%	
Vehicle Type	M&G	Extra- Gratuity			
Trip Type		Greet fee:			
Trip Desc	Source - Activity	Parking:			
Pick-Up:		Cleaning:			
\$1500 deposit for charges to be incurred on Swallow event		Grocery:			
Drop-off:		Reimburseme:			
		Extra stop:			
		Addl fee:			
		Dbl Click:			
		Dbl Click:			
		Sub-Totals	0.00	1,500.00	
			Credits - Discounts		0.00
		Paid by: Visa	xxxxxxxxxxx1740	-1,500.00	
		Apr/Ck#: 373437-8/19	Balance:	\$0.00	

Trip Date: 8/19/2012		Pax: Event management fee		Ref #:	
Confirm No. :	124511-T	Standard Hrly/Flat Charges 1.00 6150.00 \$6,150.00			
Ordered by	Tim	Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00			
Start Time	12:00 PM	End Time		Gratuity 0.00%	
Vehicle Type	M&G	Extra- Gratuity			
Trip Type		Greet fee:			
Trip Desc		Parking:			
Pick-Up:		Cleaning:			
Event management fee on 30% based on \$20,500 total expenditures/hard costs associated with Swallow event, 8/17/2012.		Grocery:			
Drop-off:		Reimburseme:			
		Extra stop:			
		Addl fee:			
		Dbl Click:			
		Dbl Click:			
		Sub-Totals	0.00	6,150.00	
			Credits - Discounts		0.00
		Paid by: Visa	xxxxxxxxxxx1740	-6,150.00	
		Apr/Ck#: 374646-8/19	Balance:	\$0.00	

Trip Date: 7/21/2012		Pax: Event Management deposit		Ref #:	
Confirm No. : 094634-T Ordered by Tim Start Time 12:00 PM End Time 1:00 PM Vehicle Type M&G Trip Type Trip Desc Source - Activity Pick-Up: \$3000 deposit for charges to be incurred on Swallow event Drop-off:		Standard Hrly/Flat Charges 1.00 3000.00 \$3,000.00 Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00 Gratuity 0.00% Extra- Gratuity Greet fee: Parking: Cleaning: Grocery: Reimburseme: Extra stop: Addl fee: Dbl Click: Dbl Click: Sub-Totals 0.00 3,000.00 Credits - Discounts 0.00 Paid by: Visa xxxxxxxxxxxx1740 -3,000.00 Apr/Ck#: 502518-7/21 Balance: \$0.00			

Trip Date: 8/29/2012		Pax: Event balance		Ref #:	
Confirm No. : 075616-T Ordered by Tim Start Time 12:00 PM End Time Vehicle Type M&G Trip Type Trip Desc Pick-Up: \$1374.46 blaance for expenses incurred on Swallow event plus 30% management fee. Drop-off:		Standard Hrly/Flat Charges 1.00 1374.46 \$1,374.46 Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00 Gratuity 0.00% Extra- Gratuity Greet fee: Parking: Cleaning: Grocery: Reimburseme: Extra stop: Addl fee: Dbl Click: Dbl Click: Sub-Totals 0.00 1,374.46 Credits - Discounts 0.00 Paid by: Visa xxxxxxxxxxxx1740 -1,374.46 Apr/Ck#: 557745-8/29 Balance: \$0.00			

Trip Date: 8/13/2012		Pax: Event Management deposit		Ref #:	
Confirm No. : 073050-t Ordered by Tim Start Time 12:00 PM End Time 1:00 PM Vehicle Type M&G Trip Type Trip Desc Pick-Up: \$9000 deposit for charges to be incurred on Swallow event Drop-off:		Standard Hrly/Flat Charges 1.00 9000.00 \$9,000.00 Overtime/Travel/ 2nd Hr Chgs 0.00 0.00 0.00 Gratuity 0.00% Extra- Gratuity Greet fee: Parking: Cleaning: Grocery: Reimburseme: Extra stop: Addl fee: Dbl Click: Dbl Click: Sub-Totals 0.00 9,000.00 Credits - Discounts 0.00 Paid by: Visa xxxxxxxxxxxx1740 -9,000.00 Apr/Ck#: 850584-8/13 Balance: \$0.00			

Total Pymts: \$28,024.46	Credits-Disc: \$0.00	Pymts + Cr-Disc: \$28,024.46	Balance \$0.00
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EXHIBIT 121



Contributions and Expenditures For Corporation 2012 August 31st Report

(Utah Code Section 20A-11)

Corporation Information

<u>Name</u> BellMed Resources, LLC		<u>Phone</u> (801) 466-1349	
<u>Street Address</u> 4 West Dry Creek Circle #130	<u>Suite PO Box</u>	<u>City</u> Littleton	<u>State</u> CO
			<u>Zip</u> 80120

Reporting Period Details

<u>Report Name</u> 2012 August 31st Report	<u>Begin Date</u> 6/15/2012	<u>End Date</u> 8/26/2012	<u>Due Date</u> 8/31/2012	<u>Submit Date</u> 8/23/2012	<u>Is this report an amendment?</u> <input checked="" type="checkbox"/>
--	---------------------------------------	-------------------------------------	-------------------------------------	--	---

Bid Notice

BellMed Resources, LLC Corporation (including officer, director, spouse, or person with at least 10% ownership in the Corporation) bid, is currently bidding or is party to bidding on a State contract in excess of \$100,000.00 during the August 31st reporting period between 6/15/2012 and 8/26/2012.

Balance Summary

		Balance	Year to Date
1	Balance at Beginning of Reporting Period (Refer to line 5 of last report)	\$0.00	
2	Total Contributions Received	\$0.00	\$0.00
3	Subtotal (Add lines 1 & 2)	\$0.00	
4	Total Expenditures Made	\$28,024.26	\$28,024.26
5	Ending Balance (Subtract Line 4 from Line 3)	(\$28,024.26)	

For More Information

Contact the Lieutenant Governor's Office
Email: disclosure@utah.gov

Phone: (801) 538-1041
Toll Free: 1-800-995-VOTE (8683)

Itemized Contributions Received

I = In Kind, L = Loan, A = Amendment

Date Received	Name of Contributor	Complete Mailing Address	I	L	A	Contribution Amount
Total Contributions Received						\$0.00

Itemized Expenditures Made

I = In Kind, L = Loan, A = Amendment

Exp. Date	Name of Recipient	Purpose	I	L	A	Expenditure Amount
8/17/2012	John Swallow/Friends of John Swallow	Business Open-House/Fundraiser	1		X	\$28,024.26
Total Expenditures Made						\$28,024.26

1 - Cost Breakdown: \$2847.25 Printing \$1371 Mailing \$50 Entertainment \$120 Occasions Rental \$23989.50 Event Management \$6.71 Miscellaneous

EXHIBIT 122



24

Invoice

Client/Organization John Swallow Political Fundraiser	Event Date 8/17/2012 (Fri)	Telephone (801) 815-7827	PO #	Event # E04731
Address (Billing)		Booking Contact Terri Ridge	Site Contact Terri Ridge	Guests 200 (Act)

Final Guest Count to be Given One Week in Advance. No changes within 3 days of event will be considered.

SITE LOCATION

Site Name	Site Address	Site Telephone
	5346 S Cottonwood Lane, SLC	0 -

FOOD & SERVICE ITEMS

Food/Service Items	Price	Qty	Total
Custom Menu of Upscale Passed Hors D'oeuvres, Artisan Cheeses, and Signature Desserts Basil-crusted Scallops with Citrus Aioli and Citrus Dust in Asian Spoon Roasted Tomato and Ricotta Salata wrapped with Grilled Eggplant Tuna Tartare with Guacamole and Soy Crisp on Demi Plates Bloody-Mary Poached Shrimp skewered with Pipette filled with Chili Balsamic Reduction Snake River Seared Pork Belly with Apple Mousse on Bruschetta	\$24.95	200	\$4,990.00
Artisan Cheese Station Featuring local Utah Cheeses with Crackers, Lavosh, Fresh Fruits, Berries and Utah Honey			
Scumptious Homemade Mini Dessert Bar Mini Chocolate Raspberry Cupcakes with Pistachio Brittle and White Chocolate Butter Cream Mini Fresh Donuts with Apple and Cinnamon Caramel Duo Peanut Butter and Chocoalte Mousse with Toasted Hazelnuts Caramel Bananas with Vanilla Bean Cookie and Caramel Ganache			
Fruit-infused Waters: Included Lavender-infused Lemonade with Gingered Lemon Wheel	\$2.00	200	\$400.00
Professional Service Personnel (Based on 4-hour Event) Event Manager [1] and On site Chef [1]	\$220.00 \$240.00	7 2	\$1,540.00 \$480.00
Bamboo Plates, Glassware, and Cocktail Napkins	\$2.00	200	\$400.00
Rentals Provided by the Client			
The Amount of Staff Gratuity is Left to Your Discretion			

Suggested Staff Gratuity at 15%
Suggested Staff Gratuity at 18%
Suggested Staff Gratuity at 20%
Actual Staff Gratuity

\$868.50
\$1,042.20
\$1,158.00

← gratuity

Subtotal	\$7,810.00	Total Value	\$8,423.09	Pay Method
Service Charge	\$0.00	Paid	\$500.00	
Tax	\$613.09			
		Balance	\$7,923.09	

Your final Guest Count is due 1 week in advance. A \$250 Change Fee will be incurred for any changes made within 1 week of the date of the event. **Absolutely no changes will be made within 3 days of the event taking place.** Final Payment is due at the time of service unless otherwise agreed in writing. Cash or Local Check will be accepted at the event. Credit Cards must be processed 48 hours in advance. Electronic Funds Payments will accepted if agreed to and arranged prior to the date of the event. No Post Dated checks will be accepted.

A non-refundable \$100.00 retainer, which will be set off against the final amount, together with the signed copy of this invoice is required to reserve the date.

Interest shall accrue on all account balances past due by at least 10 days at the rate of 18% per annum and the Client agrees to pay same.

If Mary,s Culinary Crafts LLC institutes collection of your account, you [The Client] agree to pay all costs associated with pre-suit collections and, in the event suit is filed against you to collect any unpaid account balance due. you also agree to pay a reasonable attorney's fee which shall be defined as one-third of the principal account balance due at the time of suit.

You agree that any photographs taken at the event may be used on our website .

Cancellations within 1 week may incur a cancellation fee. Email and voice mail messages are not accepted.

I[we] have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client Responsible for Payments: _____

Decision Making Client [s] _____

Date: _____

Sales Rep: _____

Date: _____

$$\begin{array}{r}
 7,923.09 \\
 + 1,076.91 \\
 \hline
 \$9,000.00 \\
 \text{paid by VISA} \\
 8/17
 \end{array}$$

gratuity added
(somewhere between
18% & 20%)

30

Invoice No. 81712



Invoice

Customer

Company Go 5 Star c/o Terri Ridge
3107 East Silver Hawk Drive
Holladay, Utah 84121

Misc

Date 8/17/2012

Qty	Description	Unit Price	TOTAL
4	Hour of String Quartet Entertainment	\$ 300.00	\$ 1,200.00

SubTotal	\$ 1,200.00
Gratuity	\$ 150.00
Tax Rate(s)	N/A
less deposit	\$ (50.00)
TOTAL	\$ 1,300.00

Payment

Comments _____

Office Use Only
 Please make check payable to **Maywood String Quartet**

Maywood String Quartet
 1016 South McClelland St.
 Salt Lake City, Utah 84105

*paid by check
8/17*

Thank you!

Dahlias Flowers

Today's Date	Consultant	Event Date and Day	
		Aug 17	
Event:	John Swallow Reception		
Address:	5346 South Cottonwood Lane		
Phone #'s			
		Time:	4 pm
Colors			

<p>TO BE: DELIVERY DATE: Aug 17th TIME: 2pm</p>	Sub-total		\$ 2905.00
			\$ 0.00
	Subtotal		\$2905.00
	Sales tax		\$198.99
	TOTAL		
	Total		\$3103.99
	DEPOSIT (NONREFUNDABLE)		\$ 1000.00
	Balance Due		\$2103.99

Date	Payment by	Payment Amount			Balance Due
		Amount	W/out tax	Tax	
08/02/2012	14 <u>deposit</u> Visa	1000.00	\$ 0.00	\$ 0.00	\$ 2103.99
			\$ 0.00	\$ 0.00	\$ 0.00
08/17/12	22 <u>balance</u> Visa	2103.99	\$ 0.00	\$ 0.00	\$ 0.00

Due to circumstances beyond our control, substitution of flowers will be at the discretion of the designer.

I want to be notified for inspection of flowers

Waives inspection of flowers.

<i>Inside Flowers</i>				
<i>Table in Entrance</i>	<i>1</i>	<i>150.00</i>		<i>150.00</i>
<i>Coffee Table</i>	<i>1</i>	<i>65.00</i>		<i>65.00</i>
<i>Outside Flowers</i>				
<i>Metal Containers</i>	<i>2</i>	<i>200.00</i>		<i>400.00</i>
<i>Cabaret Centerpieces</i>	<i>10</i>	<i>40.00</i>		<i>400.00</i>
<i>Valet/Reception Table In Front</i>	<i>2</i>	<i>45.00</i>		<i>90.00</i>
<i>Drink Tables</i>	<i>4</i>	<i>50.00</i>		<i>200.00</i>
<i>Desert Table</i>	<i>3</i>	<i>50.00</i>		<i>150.00</i>
<i>Cabana Table</i>	<i>1</i>	<i>200.00</i>		<i>200.00</i>
<i>Cabana Table</i>	<i>2</i>	<i>40.00</i>		<i>80.00</i>
<i>Pool Flowers</i>	<i>3</i>	<i>150.00</i>		<i>450.00</i>
<i>Floating Candles</i>	<i>25</i>	<i>4.00</i>		<i>120.00</i>
<i>Votive Candles</i>	<i>100</i>	<i>3.00</i>		<i>300.00</i>
<i>Delivery / Setup</i>				<i>200.00</i>
<i>P.U. after Event</i>				
<i>8/17</i>				<i>50.00</i>
<i>8/23</i>				<i>50.00</i>
			<i>Subtotal:</i>	<i>2905.00</i>

EXHIBIT 123

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

STATE OF UTAH)
 :
County of Salt Lake)

ss

#215

SEARCH WARRANT

BEFORE:

Vernice S. Trease
MAGISTRATE

450 south state street SLC
ADDRESS

and Supplemental Affidavit *ms* *12/11/2013*

Proof by Affidavit/under oath having been made this day before me by Agent Scott Nesbitt of the Utah Department of Public Safety State Bureau of Investigation, I am satisfied that there is probable cause to believe:

In the records of:

The cellular telephone service provider AT&T Wireless (New Cingular Wireless) located at 11760 US Highway 1, Suite 600 North Palm Beach, Florida 33408, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)673-4504 for the time period of January 1, 2012 through and including the present;

The cellular telephone service provider AT&T Wireless (New Cingular Wireless) located at 11760 US Highway 1, Suite 600 North Palm Beach, Florida 33408, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)230-9772 for the time period of December 1, 2009 through and including the present;

The cellular telephone manufacture Apple located at 1 Infinite Loop Cupertino, California 95104, further described as stored subscriber, billing, account, call, text message, and iMessage records including content for telephone number (801)230-9772 for the time period of December 1, 2009 through and including the present;

The cellular telephone service provider Sprint located at 6480 Sprint Parkway Overland Park, Kansas 66251, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)949-9450 for the time period of December 1, 2009 through and including the present;

**SEARCH WARRANT
PAGE 2**

There is now certain property or evidence described as:

(SEE ATTACHMENT "A")

and that said property or evidence:

- has been used to commit or conceal a public offense, or
- is being possessed with the purpose to use it as a means of committing or concealing a public offense, or
- consists of an item of or constitutes evidence of illegal conduct, possessed by a party to the illegal conduct.

You are therefore commanded

- In the day time.

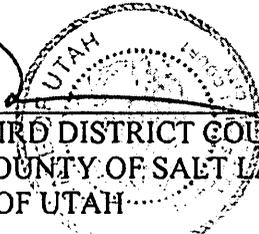
to make search of the above-named or described premises and or item(s) for the herein-above described property or evidence and if you find the same or any part thereof, to bring it before me at the Third District Court, County of salt Lake, State of Utah, or retain such property in your custody, subject to order of this court.

GIVEN UNDER MY HAND

And dated this 11 day of December, 2013



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



**AFFIDAVIT FOR SEARCH WARRANT/
SEARCH WARRANT**

**ATTACHMENT "A"
ITEMS TO BE SEIZED**

For telephone number (801)673-4504:

1. Subscriber information
2. Billing and account information
3. Detailed history of incoming, outgoing, and missed calls
4. Text messages including content, destination, and origin phone numbers
5. Cell tower location information for incoming, outgoing, and missed telephone calls and sent and received text messages

For the time period of January 1, 2012 through and including the present.

For telephone numbers (801)230-9772 and (801)949-9450:

6. Subscriber information
7. Billing and account information
8. Detailed history of incoming, outgoing, and missed calls
9. Text messages including content, destination, and origin phone numbers
10. Cell tower location information for incoming, outgoing, and missed telephone calls and sent and received text messages and or iMessages
11. iMessages including content, destination, and origin phone numbers

For the time period of December 1, 2009 through and including the present.

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

STATE OF UTAH)
 :
County of Salt Lake)

ss #215

AFFIDAVIT FOR SEARCH WARRANT

BEFORE: Vernice S. Trease 450 south state street SLC
 MAGISTRATE ADDRESS

The undersigned affiant, Agent Scott Nesbitt of the Utah Department of Public Safety State Bureau of Investigation, being first duly sworn, deposes and says that he has reason to believe:

In the records of:

The cellular telephone service provider AT&T Wireless (New Cingular Wireless) located at 11760 US Highway 1, Suite 600 North Palm Beach, Florida 33408, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)673-4504 for the time period of January 1, 2012 through and including the present;

The cellular telephone service provider AT&T Wireless (New Cingular Wireless) located at 11760 US Highway 1, Suite 600 North Palm Beach, Florida 33408, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)230-9772 for the time period of December 1, 2009 through and including the present;

The cellular telephone manufacture Apple located at 1 Infinite Loop Cupertino, California 95104, further described as stored subscriber, billing, account, call, text message, and iMessage records including content for telephone number (801)230-9772 for the time period of December 1, 2009 through and including the present;

The cellular telephone service provider Sprint located at 6480 Sprint Parkway Overland Park, Kansas 66251, further described as stored subscriber, billing, account, call, cell tower location, and text message records including content for telephone number (801)949-9450 for the time period of December 1, 2009 through and including the present;

**AFFIDAVIT FOR SEARCH WARRANT
PAGE 2**

There is now certain property or evidence described as:

(SEE ATTACHMENT "A")

and that said property or evidence:

- (X)** has been used to commit or conceal a public offense, or
- (X)** is being possessed with the purpose to use it as a means of committing or concealing a public offense, or
- (X)** consists of an item of or constitutes evidence of illegal conduct, possessed by a party to the illegal conduct.

**AFFIDAVIT FOR SEARCH WARRANT/
SEARCH WARRANT**

**ATTACHMENT "A"
ITEMS TO BE SEIZED**

For telephone number (801)673-4504:

1. Subscriber information
2. Billing and account information
3. Detailed history of incoming, outgoing, and missed calls
4. Text messages including content, destination, and origin phone numbers
5. Cell tower location information for incoming, outgoing, and missed telephone calls and sent and received text messages

For the time period of January 1, 2012 through and including the present.

For telephone numbers (801)230-9772 and (801)949-9450:

6. Subscriber information
7. Billing and account information
8. Detailed history of incoming, outgoing, and missed calls
9. Text messages including content, destination, and origin phone numbers
10. Cell tower location information for incoming, outgoing, and missed telephone calls and sent and received text messages and or iMessages
11. iMessages including content, destination, and origin phone numbers

For the time period of December 1, 2009 through and including the present.

AFFIDAVIT FOR SEARCH WARRANT
PAGE 3

Affiant believes the property and evidence described above is evidence of the crime(s) of:

Obstruction of Justice (U.C.A. 76-8-306).
Tampering with Witness (U.C.A. 76-8-508).
Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3).
Bribery or Offering a Bribe (U.C.A. 76-8-103).
Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105).
Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308).
Tampering with Evidence (U.C.A. 76-8-510.5).
Electronic Communication Harassment (U.C.A. 76-9-201).
Communications Fraud (U.C.A. 76-10-1801).

1. Your affiant, Agent Scott Nesbitt, is employed by the Utah Department of Public Safety State Bureau of Investigation and is currently assigned to the Major Crimes Team. Your Affiant has been given the responsibility to investigate various criminal offenses occurring in the State of Utah including but not being limited to bank fraud, mortgage fraud, identity theft, securities fraud, forgery, weapons offenses, computer crimes, domestic violence crimes, sex offenses, stalking, homicide, offenses related to vehicle crashes, public corruption offenses, and narcotics offenses.

2. Your affiant is a certified Police Officer in the State of Utah, and has over eighteen years of law enforcement experience. Your affiant has investigated and assisted in investigations of various fraud, forgery, computer crimes, theft, counterfeiting, violent crimes, gang crimes, homicide, sex offenses, stalking offenses, vehicle crashes, public corruption, and illegal drug operations. Your affiant's specialized training includes drug identification and recognition courses taught by Utah Peace Officers Standards and Training and the Utah Peace Officers Association. Your affiant has specialized training in Auto Theft Investigation which includes the detection of counterfeit temporary operating permits which was taught by the Utah State Tax Commission. Your affiant has specialized training in conducting forensic interviews taught by the Children's Justice Center.

3. Your affiant has had training in advanced homicide investigations, advanced gang investigations, mortgage fraud investigations, questioned document examination, interview and interrogation, mortgage fraud investigations, gang, conspiracy, and RICO crimes which was taught by High Intensity Drug Trafficking Area, and detection of counterfeit United States currency which was taught by the United States Secret Service. Your affiant has completed Basic, Intermediate, Advanced, and Accident Reconstruction courses taught by Utah Peace Officer Standards and Training. Your affiant was assigned as an Investigator on the Major Crash Team for several years while working for the Midvale City Police Department. Your affiant has investigated counterfeiting, forgery, fraud, homicide and narcotics cases through surveillance, interrogation of suspects and informants, personal observation, and investigating intelligence reports received from citizens.

AFFIDAVIT FOR SEARCH WARRANT

PAGE 4

4. Your affiant is currently investigating a complaint relating to the crimes of Obstruction of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Bribery or Offering a Bribe (U.C.A. 76-8-103), Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105), Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308), Tampering with Evidence (U.C.A. 76-8-510.5), and Electronic Communication Harassment (U.C.A. 76-9-201) which evidence is believed to be located on the person(s) or premises listed on this Warrant/Affidavit.

The facts to establish grounds for a Search Warrant are:

5. According to filed court documents, on or about August 10, 2005, Marc Sessions Jenson was charged in the Third District Court in Salt Lake City with felony counts of Sale of Unregistered Security, Securities Fraud, and Pattern of Unlawful Activity. The charges were filed by Assistant Attorney General Charlene Barlow of the Utah Attorney General's Office. Mark Leonard Shurtleff was the Utah Attorney General at that time.

6. Charlene Barlow told your affiant that she was assigned to prosecute the case against Marc Jenson and that she filed the charges against Marc Jenson. Charlene Barlow told your affiant and that as the case was proceeding, she heard that Mark Shurtleff was concerned about the case. Charlene Barlow told your affiant that she attended a meeting with Mark Shurtleff (Utah Attorney General), Scott Reed (Criminal Division Chief), Kirk Torgensen (Chief Deputy), and others about the case. Charlene Barlow told your affiant that Mark Shurtleff told her that he had been informed that the case was weak and that he was worried about being embarrassed if the case turned out bad.

7. Charlene Barlow told your affiant that she had never heard of Mark Shurtleff getting involved in any case before, and she worked for the Utah Attorney General's Office for over 20 years. Charlene Barlow told your affiant that she laid out the case for Mark Shurtleff and explained to him that the case was strong with good witnesses. Charlene Barlow told your affiant that Mark Shurtleff did not seem convinced but told her to proceed with the case if she felt that the case was strong.

8. Charlene Barlow told your affiant that before that case against Marc Jenson was resolved, the Utah Attorney General's Office received a complaint about Marc Jenson's involvement in the Mount Holly project, and she forwarded the complaint to the Utah Division of Securities for investigation. The Mount Holly project involved Marc Jenson and others soliciting investments to construct a ski resort and golf course in Beaver County, Utah. Charlene Barlow told your affiant that the weekend before the trial was to begin for the case she filed against Marc Jenson; she saw a big article in the news media regarding the case. Charlene Barlow told your affiant that the article mentioned

AFFIDAVIT FOR SEARCH WARRANT
PAGE 5

behind the scenes information about Mount Holly and that Mark Shurtleff had met with Marc Jenson. Charlene Barlow told your affiant that she heard rumors that Marc Jenson offered to help Mark Shurtleff with his election if Mark Shurtleff would make the case go away.

9. Charlene Barlow told your affiant that before the trial was to begin, Kirk Torgensen told her that Mark Shurtleff was not comfortable with the case. Charlene Barlow told your affiant that it became clear to her that Scott Reed or Kirk Torgensen would try to pull the plug on the case. Charlene Barlow told your affiant that the week before the trial was to begin; Scott Reed told her that Mark Shurtleff had told him to offer Marc Jenson anything to make the case go away. Charlene Barlow told your affiant that Scott Reed started working on a plea in abeyance agreement to which she strongly objected because the case was solid. Charlene Barlow told your affiant that she had never seen a high profile case like this result in a plea in abeyance agreement, and Scott Reed told her that Mark Shurtleff had ordered him to do the plea deal. Charlene Barlow told your affiant that she refused to offer the plea in abeyance and said she would quit before she would do so. Charlene Barlow told your affiant that Scott Reed made the plea offer.

10. On or about May 1, 2008, Marc Jenson entered into the plea in abeyance agreement that included him paying a \$15,000 fine, no restitution, and no term of incarceration. The plea was entered before Judge Robin Reese of the Third District Court in Salt Lake City, and Scott Reed represented the state. Judge Robin Reese rejected the plea as too lenient and asked Scott Reed if it truly served the interests of justice. Scott Reed told Judge Robin Reese that the plea agreement did not serve all of the interests of justice.

11. On or about May 29, 2008, Marc Jenson entered into a revised plea in abeyance agreement that involved him paying a \$15,000 fine and \$4,100,000 in restitution that had to be paid within the 36 month plea in abeyance term. The plea agreement also allowed Marc Jenson to continue his involvement in the Mount Holly project. Marc Jenson did not pay any restitution during the 36 month period.

12. According to receipts provided by Marc Jenson, between about May of 2009 and July of 2009, Mark Shurtleff, John Swallow, Suzanne Swallow, Nicole Lawson, Chelsea Lawson, and Timothy Lawson stayed at the Pelican Hill resort in California where Marc Jenson was living. John Swallow was the campaign fundraiser for Mark Shurtleff at that time. According to the receipts and statements made by Marc Jenson, Marc Jenson paid for them to stay at the luxury resort including paying for their massages, golf, food, and clothing.

13. Your affiant obtained reports from Special Agent Jon Isakson of the Federal Bureau of Investigation. According to those reports, Marc Jenson told Special Agent Jon

AFFIDAVIT FOR SEARCH WARRANT
PAGE 6

Isakson that prior to the plea in abeyance agreement being rejected, he heard Scott Reed say that it did not matter if restitution was ordered because they were going to charge him again with other charges. Marc Jenson told Special Agent Isakson that he became concerned and continued to pay Timothy Lawson to have access to Mark Shurtleff. Marc Jenson told Special Agent Jon Isakson that Timothy Lawson told him not to worry about Scott Reed and that Mark Shurtleff would take care of things from above. Marc Jenson told Special Agent Jon Isakson that Mark Shurtleff knew that he (Marc Jenson) was paying Timothy Lawson to contact people to get them to back off because they were complaining to the Utah Attorney General's Office.

14. Marc Jenson told Special Agent Jon Isakson that Timothy Lawson's value to him was his close friendship with Mark Shurtleff, and it was arranged through Timothy Lawson for Mark Shurtleff and John Swallow to visit him (Marc Jenson) and stay with him (Marc Jenson) at Pelican Hill. Marc Jenson told Special Agent Jon Isakson that the purpose of Mark Shurtleff and John Swallow's trip was to meet Marc Jenson's investor friends from New York and Los Angeles. Marc Jenson told Special Agent Jon Isakson that Mark Shurtleff told him that he wanted to meet his business associates to seek funding for his United States Senate campaign.

15. Marc Jenson told Special Agent Jon Isakson that Mark Shurtleff and John Swallow made two trips to Pelican Hill that he (Marc Jenson) fully funded. Marc Jenson told Special Agent Jon Isakson that during the trips, Mark Shurtleff apologized for what happened to him (Marc Jenson) and told him that if he had contributed to him (Mark Shurtleff) before the charges were filed, none of this would have happened. Marc Jenson told Special Agent Jon Isakson that Mark Shurtleff told him that if he would have been a contributor to his campaign, he would never have been in trouble in the first place. Marc Jenson told Special Agent Jon Isakson that it was very clear that in exchange for the trips and him introducing Mark Shurtleff and John Swallow to his friends, he would never have problems in the state of Utah again.

16. According to filed court documents and statements made by Edward Jeffrey Donner, in or about October of 2007, Edward Donner of Fort Collins, Colorado was introduced to Marc Jenson and his brother Stephen Jenson who were seeking investors in the Mount Holly project which was presented to be a private ski and golf resort in Beaver County, Utah. Between December 21, 2007 and December 28, 2007, Edward Donner invested \$1,500,000 in the Mount Holly Project based on the information Marc Jenson and Stephen Jenson provided him. Marc Jenson and Stephen Jenson were later charged in 2011 in the Third District Court in Salt Lake City with the crimes of Communications Fraud and Money Laundering in relation to the investment of Edward Donner. The charges were filed by Assistant Attorney General Che Arguello of the Utah Attorney General's Office.

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17. According to documents provided by and statements made by Edward Donner, in about January of 2009, Edward Donner engaged the law firm Holland & Hart LLP in hopes of recouping his \$1,500,000 from the Mount Holly project. In or about February and March of 2009, Timothy Lawson began contacting Edward Donner in response to Edward Donner's engagement of legal counsel with intent to prevent him from pursuing things criminally or civilly. Timothy Lawson did this through the use of email, text message, and telephone. Timothy Lawson told Edward Donner that Mark Shurtleff brings him in to solve tough problems and said that he and Mark Shurtleff were real tight. Edward Donner refused to deal with Timothy Lawson.

18. According to information provided by Edward Donner, on or about March 25, 2009, Timothy Lawson sent Edward Donner a text message that read "Dr donner I am very disappointed in u. 1st ur lawyer made accusations that I said I was repenting the AG's office then u insult the AG by trying to tell how to Do his job. I find ur arrogance childish & emotional. I offered to help u but u must know better. Good luck without me ill help thse humble enough to be honest! I have better people to associate with then Dr.'s with a self esteem complex to over compensate for inadequatceys in other parts of their lives!" The text message was sent from telephone number (801)687-5151.

19. According to information provided by Edward Donner, in or about December of 2009, Timothy Lawson left Edward Donner a voice mail message. Part of the message said "You can a continue to run around and talk to people and threaten people and continue to be a dumb ass, or you can pick up the phone and call me, and we can sit down and talk like men and get this resolved once and for all. Just so you know, a, if you continue to call and cause problems, this, that, and the other, I've got documentation and evidence of your illegal activities of billing in the state of Colorado. I have an Information that I can submit to the Attorney General of uh of Colorado in regards to that. So, do me a favor, stop causing problems and just call me and we'll sit down and talk and see what we can do about getting some of your money back or all bets are off. How does that sound? You might think I'm crazy, but I'm honest. So if you prefer, have your lawyer call me. Either way, I'm good, but you'll never get any money back unless you go through me, and that doesn't, if that's not clear enough for you, I'll write it down for you...None of this God complex, I'm a doctor, and so I know better than anybody else or anything like that, a, you talk to me straight and you be honest with me, and you don't go behind my back and insult a, insult the integrity of my friends and that type of stuff like the Attorney General etc. And I'm real easy to deal with, so I'll look forward to talking to you soon. My number is (801)687-5151."

20. According to a financial ledger provided to your affiant by Scott Reed, from about January 30, 2009 through about November 20, 2009, Marc Jenson paid Timothy Lawson over \$120,000 in about 18 separate payments. According to the financial ledger, the payments were made to companies owned by Timothy Lawson including Apple

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Dumpling Gang Investments and Slipstream International. The financial ledger was created by Special Agent Steve Sperry of the Utah Attorney General's Office based on bank records the Utah Attorney General's Office obtained for the prosecution of Marc Jenson. The bank records obtained by the Federal Bureau of Investigation for Slipstream International and Apple Dumpling Gang Investments confirm the payments shown on the ledger provided to your affiant by Scott Reed.

21. According to the Utah Department of Commerce, Timothy Lawson is the Registered Agent and incorporator of Slipstream International, LLC. According to the Utah Department of Commerce, Timothy Lawson is the Registered Agent and incorporator of Apple Dumpling Gang Investments, LLC.

22. According to statements made by Darl McBride to your affiant and filed court documents, on or about March 26, 2009, a civil lawsuit was filed against Alison Robbins in the Third District Court in Salt Lake City by Darl McBride regarding a \$105,000 check that was returned for insufficient funds. Mark Robbins and Alison Robbins had fled to California, and their exact location was not known. Darl McBride told Special Agent Jon Isakson that he had made two loans of \$100,000 each to Mark Robbins who promised to repay them, and the \$105,000 check was repayment for the second loan. Darl McBride told your affiant that Mark Robbins had promised him a job to run operations for him at Mark Robbins' company AIP. Darl McBride told your affiant that Mark Robbins told him that his base salary was to be \$500,000 with \$1,500,000 in bonuses.

23. According to statements made by Darl McBride to your affiant, he created a website called Skyline Cowboy for the purpose of offering a reward for information about the whereabouts of Mark Robbins, so he could have lawsuit paperwork served. According to Skyline Cowboy site, Darl McBride posted many items about Mark Robbins not appearing for court, having a warrant out for his arrest, being the subject of a lawsuit, and being sought by the police. Darl McBride provided information to KSL News regarding Terry Diehl and Mark Robbins' involvement in the UTA situation. Before the Skyline Cowboy website went up and immediately after the KSL News story broke, Timothy Lawson called Darl McBride. Timothy Lawson told Darl McBride that he has been talking to Mark Shurtleff and that Mark Shurtleff wanted him (Darl McBride) to back off of Mark Robbins and that he was speaking in behalf of Mark Shurtleff. Darl McBride told Timothy Lawson that he was not going to back off, and he put up the Skyline Cowboy website with a link to the KSL News story.

24. According to statements made by Darl McBride to your affiant, Timothy Lawson called him again using foul and abusive language telling him to take the Skyline Cowboy website down. Timothy Lawson told Darl McBride that if he did not back off of Mark Robbins and take the website down, he would be sitting in jail for a long time because Mark Shurtleff had things on him. Timothy Lawson told Darl McBride that he

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did not know who he was dealing with. Timothy Lawson told Darl McBride that he was Porter Rockwell for Mark Shurtleff and takes care of things for Mark Shurtleff like Porter Rockwell did. Timothy Lawson told Darl McBride that he was dealing with the wrong guy who has guns and Polynesian friends who like to bust people up. Timothy Lawson told Darl McBride that he spoke with Mark Shurtleff who said that those three things would happen if he did not back off. Darl McBride received those telephone calls from Timothy Lawson while in Salt Lake County.

25. According to statements made by Darl McBride to your affiant, about two weeks later, Mark Shurtleff called him and told him he wanted to meet with him at Mimi's Café on State Street in Sandy City. Mark Shurtleff and Darl McBride met there on about May 8, 2009, and the meeting was audio recorded by Darl McBride. Darl McBride provided a copy of the recording to the Federal Bureau of Investigation, and your affiant listened to the recording. The recording revealed that during the meeting, Mark Shurtleff told Darl McBride that Timothy Lawson was a friend who met while running for Attorney General. Mark Shurtleff acknowledged that he knew that Timothy Lawson uses his name and tells people that he represents the Attorney General. Mark Shurtleff told Darl McBride "He'll use me for different things".

26. The recording revealed that during the meeting, Mark Shurtleff told Darl McBride that he first knew of Mark Robbins during the prosecution of Marc Jenson. Mark Shurtleff told Darl McBride that Marc Jenson was always arguing that Mark Robbins was real bad guy preventing him from paying people back. Mark Shurtleff told Darl McBride that Timothy Lawson had introduced him to people who became contributors to his campaign. Mark Shurtleff told Darl McBride that the Skyline Cowboy website was "pretty harsh" and was worried that Mark Robbins couldn't get any deals done if people saw that website. Mark Shurtleff acknowledged that what Mark Robbins was doing was a Ponzi scheme.

27. The recording revealed that during the meeting, Mark Shurtleff asked Darl McBride "What can I do?" Darl McBride told Mark Shurtleff that he needed \$2,000,000, and Mark Shurtleff asked Darl McBride if he knew Marc Jenson. Mark Shurtleff told Darl McBride that that he believed that Mark Robbins was not good for it and believed that Marc Jenson was. Mark Shurtleff offered to make a call to either Mark Robbins or Marc Jenson to see if he could help out. Mark Shurtleff told Darl McBride "But you got your money, you got to promise us there can't be anything else from you. You know, it's just straight up." Darl McBride told your affiant that months after that meeting, Timothy Lawson sent him a text message that said that he was messing with the 12th richest man in the world and said in capital letters "YOU ARE GOING DOWN". Marc Jenson told your affiant that he, Mark Shurtleff, and John Swallow met together in California. Marc Jenson told your affiant that Mark Shurtleff told him that he needed to give \$2,000,000 to Timothy Lawson for Timothy Lawson to give to Darl McBride because that was how much it would take to get Darl McBride to back off of Mark Robbins. Marc Jenson told

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your affiant that John Swallow was nodding his head during the conversation. Marc Jenson told your affiant that he had been involved in business dealings with Mark Robbins, and Mark Robbins owed him money.

28. In or about May of 2012, Scott Reed and Kirk Torgensen requested that the Utah Department of Public Safety State Bureau of Investigation investigate the activities of Timothy Lawson as a conflict case because of Timothy Lawson and Mark Shurtleff's close friendship. Kirk Torgensen tried to keep control of the case by telling your affiant to bring the case back to the Utah Attorney General's Office for prosecution after the investigation was complete.

29. On or about February 14, 2013, your affiant attended a meeting with Scott Reed, Kirk Torgensen, Ken Wallentine, and others regarding the investigation of Timothy Lawson. During that meeting, it was made clear to Scott Reed, Kirk Torgensen, and Ken Wallentine that Mark Shurtleff was also being investigated for possible criminal acts.

30. On or about March 1, 2013, Kirk Torgensen told your affiant that Timothy Lawson had called him wanting a call back. Kirk Torgensen agreed to call Timothy Lawson in your affiant's presence and record the conversation. Kirk Torgensen called your affiant from telephone number (801)558-7627. On or about March 4, 2013, your affiant met with Kirk Torgensen at the Utah Attorney General's Office in Murray City. Kirk Torgensen took a note out of his pocket that had the number (801)687-5151 written on it. Kirk Torgensen called Timothy Lawson using his cellular telephone, and Timothy Lawson answered.

31. Timothy Lawson told Kirk Torgensen "Mark Mark Mark called me and he's like dude, you okay? I said why? Well Kirk called me and he's all stressed, but he wants to talk about John (Swallow). Good hell dude. That's the last thing I want to talk about. I'm so far out of that industry now." Timothy Lawson also told Kirk Torgensen "You'd be surprised. I I just I know a lot of people and I I'm a facilitator, and so if there's a problem I make the couple of phone calls and I find out what needed what needed to be done or what's going on and a just about anybody I can make a few phone calls and find out about anybody that I wanted to..." Timothy Lawson made false statements to Kirk Torgensen regarding the trip to the Pelican Hill Resort. Timothy Lawson told Kirk Torgensen that the trip to the Pelican Hill Resort had nothing to do with Marc Jenson. Timothy Lawson told Kirk Torgensen that they traveled there to have break, and they saw Marc Jenson once out at the pool and said "hi".

32. Kirk Torgensen told your affiant that when Timothy Lawson left him the voicemail message, he sent a text message to Mark Shurtleff because he (Kirk Torgensen) was "pissed off". Kirk Torgensen told your affiant that he sent that text message to Mark Shurtleff over the past weekend. Kirk Torgensen told your affiant that

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he told Mark Shurtleff in the text message that Timothy Lawson had left him a message, that Timothy Lawson wanted him to talk, and that he did not want to call Timothy Lawson back. Kirk Torgensen told your affiant that Mark Shurtleff did not respond to his text message. Kirk Torgensen told your affiant that Mark Shurtleff's current telephone number is (801)441-9625, and that was the number he sent the text message to. Kirk Torgensen told your affiant that Mark Shurtleff's previous telephone number was (801)558-9625. Your affiant asked Kirk Torgensen to provide the text message conversations he had with Timothy Lawson and Mark Shurtleff. Kirk Torgensen provided screen shots of the text message conversation he had with Timothy Lawson but not the conversation he had with Mark Shurtleff. The screen shots of the text message conversation between Kirk Torgensen and Timothy Lawson appeared to be incomplete as if some messages had been deleted. The screen shots also show that the text messages were sent via the "iMessage" service.

33. Your affiant spoke with a Confidential Source who provided his/her name and other identifying information to your affiant. The Confidential Source told your affiant that he/she has worked in the Utah Attorney General's Office for many years. The Confidential Source told your affiant that John Swallow's cellular telephone number is (801)230-9772.

34. In 2012, John Swallow ran for Attorney General in the State of Utah. John Swallow's opponent was Sean Reyes. John Swallow with the assistance of others, including Jason Powers, Greg Powers, Jessica Fawson, Renae Cowley, Seth Crossley, and Jason Powers' company Guidant Strategies, raised money for John Swallow's campaign. John Swallow won the election and took office in January of 2013. Mark Shurtleff served as the Utah Attorney General for 12 years prior to John Swallow being elected. John Swallow served as a Chief Deputy for Mark Shurtleff in the Utah Attorney General's Office prior to being elected, and he was appointed to that position by Mark Shurtleff in December of 2009.

35. In September of 2013, Seth Crossley told your affiant that his involvement with John Swallow started for him when he was a student at the University of Utah, and Jason Powers came to speak at an open forum for the political science program. Seth Crossley told your affiant that he started to intern for Jason Powers, and he worked on about a dozen different campaigns for three months. Seth Crossley told your affiant that he was then hired by John Swallow for John Swallow's campaign. Seth Crossley told your affiant that John Swallow took a liking to him, and he served as John Swallow's "handler". Seth Crossley told your affiant that he was John Swallow's "personal assistant" for about one and one half years. Seth Crossley told your affiant "I was constantly by his side, yeah" with the exception of a few trips.

36. Seth Crossley told your affiant that he did "everything" for John Swallow's campaign including data entry, overseeing interns, organizing fundraisers, doing

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background checks on potential donors, and more. Seth Crossley told your affiant that he spoke with campaign donors and initiated contact with many of them. Seth Crossley told your affiant that he gave John Swallow and Renae Cowley lists of potential campaign donors, and John Swallow and Renae Cowley would tell him who they did not want him to contact. Seth Crossley told your affiant that John Swallow had the final say on who he should contact, and he would contact potential donors without John Swallow knowing if Renae Cowley or Jason Powers gave him the go ahead. Seth Crossley told your affiant that John Swallow had the final say on everything and was very "hands on". Seth Crossley allowed your affiant to look at his cellular telephone for John Swallow's contact information. Seth Crossley said John Swallow's iPhone was John Swallow's state phone. The contact information for John Swallow showed the mobile telephone number of (801)949-9450, the iPhone telephone number of (801)230-9772, the email address of johneswallow@gmail.com, and the address of 1263 East Bell View 84092.

37. Seth Crossley told your affiant that on more than one occasion, he drove John Swallow to Richard Rawle's office in Provo City, Utah. Seth Crossley told your affiant that Richard Rawle was the "Check City guy". Seth Crossley told your affiant "There were a few times where I would drop John off at that guy's office, and he (John Swallow) would just have me go get lunch. He he didn't want me there for any kind of meeting." Seth Crossley told your affiant that Richard Rawle's office was in Provo at the river bottoms. Seth Crossley told your affiant that those meetings were short, and he did not know why John Swallow did not want him there. Seth Crossley told your affiant "It was just one of those don't ask don't tell."

38. Seth Crossley told your affiant that he was present when Jeremy Johnson and John Swallow spoke inside the Krispy Kreme donut shop in Orem, Utah on April 30, 2012. That conversation was audio recorded by Jeremy Johnson. The conversation was transcribed by the Salt Lake Tribune, and part of the conversation was regarding John Swallow's use of Jeremy Johnson's luxury houseboat on Lake Powell in about May of 2010. According to the transcription, John Swallow asked Jeremy Johnson "Do they know about the houseboat?" and "Is there any paper trail on that?" According to the transcription, Jeremy Johnson told John Swallow "There's no paper trail on the houseboat. Nobody knows about it". According to the transcription, John Swallow said "There' no email, there's no...", and Jeremy Johnson said "No emails on the thing" and "and, no, my wife doesn't even know you were there."

39. According to filed court documents, in about December of 2010, the Federal Trade Commission filed a Complaint against Jeremy Johnson, several of his employees, his company I Works Inc., the company Elite Debit Inc., and other entities and individuals for violations of federal law relating to their actions in connection with the marketing and sale of Internet-based information products and services. The Complaint was filed in the United States District Court in Nevada. In June of 2011, an Indictment

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was filed in the United States District Court in Utah that charged Jeremy Johnson with Mail Fraud relating to his actions involving I Works.

40. Jeremy Johnson has alleged in the news media and or to law enforcement that he consulted with John Swallow and Mark Shurtleff regarding his I Works operation and was told by them that nothing was wrong. Jeremy Johnson has alleged that he consulted with John Swallow about the legalities regarding the processing of gambling money through his (Jeremy Johnson's) bank Sun First Bank located in St. George, Utah.

41. An email dated March 4, 2010 was sent to "john.swallow1@me.com", and it was sent from "Jeremyjohnson@elitedebit.com". The message read "Please take a look at this. We would like you to deliver this to the Utah AG and request that he meet next week T-W or Th, with me and the Executive Director of the Poker Players Alliance (John Pappas) who he already knows." An email dated March 8, 2010 from Jeremy Johnson to "john.swallow1@me.com" read "Any progress on his opinion? Did you think I can come up and meet with Mark about it next week?" John Swallow replied "Mark and I met today and we discussed it and he read it like I did. Can I call you tomorrow and we can talk about it? Utah law is less lenient than federal law. But I have some ideas that should help. Let's talk tomorrow."

42. An email dated July 4, 2010 was sent to "jeremyjohnson@elitedebit.com", and it was from "john.swallow1@me.com". The message read "The question here is is there a Utah law that prohibits the processing of Poker transactions for persons in other states and countries aside from Utah? We have decided that the law is unclear on if Poker is legal to play online if you are residing in Utah so we are blocking transactions from anyone in Utah but we still think it is legal to process the transactions for other states and countries. Let me know your thoughts. Jeremy". John Swallow replied "Jeremy, I am not aware of any such law in Utah to prohibit what you are doing. I'll have one of our assistant Attorneys General look into it tomorrow. Let's talk tomorrow."

43. According to filed court documents, Raymond Bitar, Chad Elie, and others were indicted on about April 14, 2011 for Unlawful Internet Gambling Enforcement Act Conspiracy, Operation of an Illegal Gambling Business, Conspiracy to Commit Bank and Wire Fraud, and Money Laundering Conspiracy in the United States District Court for the Southern District of New York. The Superseding Indictment explained that on or about December 14, 2009, Sun First Bank began processing payments for PokerStars and Full Tilt Poker, and Sun First Bank processed over \$200,000,000 of payments for PokerStars and Full Tilt Poker through about November 9, 2010.

44. Jeremy Johnson has alleged that in 2010, John Swallow brokered a deal between him (Jeremy Johnson) and Richard Rawle, the owner of the payday loan company Check City (Softwise Inc.), to enlist Richard Rawle to use his influence to get Nevada Senator Harry Reid involved on behalf of Jeremy Johnson and I Works, Jeremy

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Johnson's Internet marketing company that was under investigation by the Federal Trade Commission. John Swallow has admitted in the news media that Jeremy Johnson approached him in 2010 and sought help to hire a lobbyist to deal with his Federal Trade Commission issues.

45. According to campaign donation records, Jeremy Johnson, his business partners, and family members were political donors, having given more than \$200,000 in campaign contributions to then Utah Attorney General Mark Shurtleff starting in 2008 while John Swallow served as Mark Shurtleff's lead fundraiser. Jeremy Johnson also supported charities and Attorney General's Office initiatives in which Mark Shurtleff was involved. Jeremy Johnson flew Mark Shurtleff on his private jet to a fundraiser in California. Photographs that can easily be found on the Internet show Jeremy Johnson and Mark Shurtleff sitting together in Jeremy Johnson's yellow Lamborghini sports car that is parked in front of a jet, Jeremy Johnson and Mark Shurtleff sitting together inside a jet, and Jeremy Johnson and Mark Shurtleff standing together in front of a helicopter .

46. Jeremy Johnson has alleged that John Swallow suggested that Senator Harry Reid could make problems with the Federal Trade Commission go away for a price. Jeremy Johnson has alleged that John Swallow was adamant he make a deal. Jeremy Johnson has been quoted as saying "I think he told me, Richard Rawle has a connection with Harry Reid". Jeremy Johnson has alleged that John Swallow at first wanted \$2,000,000 to enlist Senator Harry Reid's help, but I Works was no longer profitable and Jeremy Johnson did not have the money.

47. Jeremy Johnson has alleged that he and John Swallow eventually agreed on \$300,000 upfront and \$300,000 later and John Swallow put Jeremy Johnson in contact with Richard Rawle, whose company had operations in Nevada. Richard Rawle had given generously to Swallow's failed congressional bids and hired Swallow as Check City's lobbyist and in-house legal counsel, a position Swallow held until he became Chief Deputy Attorney General in December 2009. Bank records obtained by the Federal Bureau of Investigation show that Jeremy Johnson sent \$50,000 on or about November 2, 2010 and \$200,015 on or about December 2, 2010 to a company owned by Richard Rawle called RMR Consulting. The bank records also show that Richard Rawle gave a company owned by John Swallow called P-Solutions \$8,500 on or about November 26, 2010 and \$15,000 on or about April 12, 2011.

48. An email dated June 29, 2011 was from "John Swallow [john.swallow1@me.com]", and it was to "kip@usacashservices.com". It was copied to "Richard Rawle", and the subject line read "Campaign". The message read in part "Kip: Here are some things you might say about my candidacy for AG: 1. I am currently the Chief Deputy AG for Utah. As the number 2 person in the office, I am leading out on many of the premier issues in the state. I am on TV, radio and in the printed media. 2. I have served 3 terms in the State legislature and have secured the nomination on the

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Republican ticket for Congress twice, narrowly losing to the better known incumbent. The important thing about that is that I know how to win the nomination and this race for AG will be all about the nomination. The Republican nominee will win this statewide race by a 30 point margin. 3. As AG, I will be in a position to help other AGs understand the importance of the cash advance industry. With the passage of the Dodd Frank bill, the CFPB was created, giving far reaching power to the State AGs. This industry will be the focus of the CFPB unless a group of AG's goes to bat for the industry. I am ready and willing to help lead out on that, and having worked with the Utah Association and also in Montana and Wyoming, I well understand and can help create a critical mass of support among the conservative AGs. I have already presented on a panel before AG's on the CFPB issue. 4. I have assembled the very best team in the State, and so far, no one of note has jumped into the race. I will be the clear front runner the moment I announce, which I am going to strategically delay for as long as possible. 5. I would like to raise as much as possible in the third and fourth quarters this year so my year end numbers look strong, to discourage others from jumping in and to dry up support for others. 6. My campaign budget will be \$1.1 million. I have already raised more than \$100k. I hope to raise \$100k from the industry in 2011, and the OLA have committed to raise me ½ of that in the third quarter, and that much again early next year. 7. As much as possible, I would like to raise money from companies and individuals not tied to payday, so I do not make this a payday race. So if people you know have another company that does not do payday, so much the better. The non-payday money needs to go to the 'Protect Utah PAC.' The Payday money needs to go to the 'Utah Prosperity Foundation.' Please do not forward this email. Thanks for your help. John".

49. Another confidential source (CS) who has provided his/her identity to your affiant told your affiant that he/she worked for Jason Powers at Guidant Strategies on the John Swallow Campaign and was originally hired by Jason Powers in 2009. The CS told your affiant that John Swallow received campaign donations through the use of PACs (Political Action Committees). The CS explained to your affiant that he/she was directly involved in fundraising activities and the directing of campaign donations into specific entities including the PACs. The CS told your affiant that he/she was originally hired by Jason Powers to work for the Club for Growth PAC in Mark Shurtleff's campaign for United States Senate against Senator Bob Bennett. The CS told your affiant that he/she was a paid employee of Guidant Strategies getting paid by the hour, and Jason Powers received a commission of between 15 or 20 percent of the funds he raised.

50. The CS told your affiant that John Swallow received campaign donations through the Friends of John Swallow PAC (FOJS), the Protect Utah PAC, and the Utah Prosperity Foundation PAC (UPF), which was a primarily Mark Shurtleff PAC. The CS told your affiant that Mark Shurtleff told him/her that he had over \$30,000 in personal credit card debt, and Mark Shurtleff used his debit card from his Mark Shurtleff 2008 campaign account to pay off his personal debt. The CS told your affiant that Mark Shurtleff would occasionally call him/her saying that there was no money in his

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campaign account and would ask him/her to have the accountant Corie Chan send money from the Utah Prosperity Foundation account to the Mark Shurtleff 2008 account, so Mark Shurtleff could use his debit card.

51. The CS said that due to the bad publicity from the donations to John Swallow's campaign from call centers and pay day lenders, Jason Powers set up state PACs (Political Action Committees) to raise money and protect John Swallow from bad publicity. The CS told your affiant that things evolved into using a super PAC to protect donors from "blow back" from the federal government and others. The CS told your affiant that Jason Powers ran the campaign.

52. The CS told your affiant that John Swallow used the Protect Utah PAC (PUP) to raise money from call centers and pay day lenders. The CS told your affiant that the pay day lenders donated to the PUP from a holding company or a media company that they owned to make it appear like the money did not come from a pay day lender. The CS told your affiant that he/she sat with John Swallow while John Swallow made campaign calls to donors off of a list.

53. The CS told your affiant that John Swallow would tell him/her which company could donate to which PAC. The CS told your affiant that in addition to the PUP, Jason Powers set up another PAC with the assistance of an Oklahoma attorney A.J. Ferate (Anthony Joseph Ferate). The CS told your affiant that he/she participated in conference calls in which Anthony Ferate helped Jason Powers set up a 501(c) (IRS tax exempt entity) called Proper Role of Government Education Association (PRGEA). The CS told your affiant that Anthony Ferate explained how to set up the PAC, so it would be tax exempt. The CS told your affiant that the PAC had to spend at least 51 percent of its funds on non-election activities which can include consulting fees and attorney fees.

54. The CS told your affiant that Jason Powers used money from the PRGEA and put it into the PAC called Proper Role of Government Defense Fund (PRGDF). The CS told your affiant that money in PRGDF was used to purchase mailers and pay for advertisements to cause Brad Daw to lose his election campaign to the Utah House of Representatives. The CS explained to your affiant that Brad Daw was sponsoring a bill that was harmful to pay day lenders.

55. The CS told your affiant that John Swallow and others participated in misleading donors into believing that they were donating to John Swallow when they were in fact donating to a cause (PRGDF) which purpose was to cause Brad Daw not to get elected. The CS told your affiant that Jason Powers had a contract with the Utah Consumer Lenders Association (UCLA) which was funded by Richard Rawle. According to the website of the Better Business Bureau, Richard Rawle was a principal in the pay day lending company Check City. The CS told your affiant that PRGEA had raised \$100,000 from Richard Rawle.

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56. The CS told your affiant that funds were taken from PRGEA and sent to the other PACs to avoid disclosing who the donors were. The CS told your affiant that money was sent from PRGEA to the PRGDF to run ads against Brad Daw without the need to disclose that the funds came from pay day lenders. The CS told your affiant that he/she and John Swallow used the back rooms inside Check City stores in Salt Lake County on about 20 different occasions to make calls to potential donors. The CS told your affiant that those stores were located at about 10400 South State Street in Sandy City, Utah and 2100 South State Street in Salt Lake City, Utah. The CS told your affiant that money was sent from PRGEA to another 501(c) entity in Nevada called Energy Alternatives, and ads supporting John Swallow were coming out of Nevada.

57. The CS told your affiant that the Internal Revenue Service sent a letter to Guidant Strategies requesting PRGEA to qualify its expenses. The CS told your affiant that Jason Powers wanted to send a vague response letter in order to protect his interests. The CS told your affiant that Jason Powers downloaded the Quickbooks records for PRGEA and asked the CS to categorize the expenses. The CS told your affiant that he/she, Jason Powers, and Anthony Ferate together participated in making false statements and agreeing to make false statements to the Internal Revenue Service including sending falsified documents because the actual expenditures of PRGEA did not meet the qualifications of the 501(c) entity.

58. The CS explained to your affiant that he/she believed that the identities of the donors would have needed to be disclosed and that taxes would have needed to be paid if the correct information had been given to the Internal Revenue Service. The CS told your affiant that the amount of money due in taxes would have been large, and that money had already been spent. The CS told your affiant that the falsified documents included a ledger on which the designations of the expenditures had been purposely listed incorrectly. The CS told your affiant that he/she was with Jason Powers when Jason Powers faxed the response to the Internal Revenue Service which included the falsified documents, and that was done inside Cort Walker's office at the company Softwise/Check City in Provo City, Utah. The CS told your affiant that he/she and Jason Powers finalized things there, and they asked Anthony Ferate to fax the documents also which Anthony Ferate did do in Oklahoma City, Oklahoma.

59. In November of 2013, your affiant spoke with Amy Jensen. Amy Jensen is the manager of the Check City store located at 2120 South State Street in Salt Lake County, Utah and has been for over five years. Amy Jensen told your affiant that John Swallow and a female who John Swallow introduced to her as "Carla" came into the store on about five occasions while she (Amy Jensen) was working. Amy Jensen described the female as being young and really cute with long hair. Amy Jensen described the female as "the hottie with the body" who wore cowboy boots.

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60. Amy Jensen told your affiant that John Swallow and the female who John Swallow introduced to her as "Carla" sat at a table in the lunch room which is a room in the back of the building that is behind two secure doors. Amy Jensen told your affiant that John Swallow would be on the telephone, and the female would be using a laptop computer. Amy Jensen told your affiant that they (Check City employees) would just let John Swallow in and didn't question it. Amy Jensen told your affiant that John Swallow was no longer working for Check City at that time, and it had been some time since had worked there. Amy Jensen told your affiant "Someone would call me and tell me he was coming." Amy Jensen told your affiant that someone would call her from corporate and say that John Swallow was coming. Amy Jensen told your affiant that they (Check City employees) normally would not let anyone in. Amy Jensen told your affiant that she thought that the female who John Swallow introduced to her as "Carla" was young to be a campaign manager. Your affiant knows the true identity of the female, and the female's name is not Carla.

61. On about November 9, 2013, Jeremy Johnson called the Federal Bureau of Investigation and reported that he has been receiving harassing telephone calls from Jared Pierce. Jeremy Johnson reported that he is a witness in the John Swallow case and has been getting text and telephone messages from Jared Pierce. Jeremy Johnson reported that the message has usually been "You better not do anything about the Swallow case." Jeremy Johnson reported that there have been no overt threats, but the messages have been harassing in nature. Jeremy Johnson reported that other calls have been placed to Jason Peterson, a mutual friend. The complaint from Jeremy Johnson listed Jeremy Johnson's telephone number as (435)817-8299, Jared Pierce's telephone number as (801)673-4504, and Jason Peterson's telephone number as (435)525-1110.

62. On about November 13, 2013, Special Agent Sanitha Ulsh of the F.B.I. and your affiant spoke with Jared Pierce. Jared Pierce told Special Agent Ulsh and your affiant that he has contacted Jeremy Johnson recently. Jared Pierce told Special Agent Ulsh and your affiant that there was no nature to the contact. Jared Pierce told Special Agent Ulsh and your affiant that he had no comment when he was asked if he knew John Swallow.

63. On about November 14, 2013, Special Agent Ulsh and your affiant spoke with Jason Peterson. Jason Peterson told Special Agent Ulsh and your affiant that he has known Jared Pierce for some time and believes that Jared Pierce and John Swallow are good friends. Jason Peterson told Special Agent Ulsh and your affiant that he received some text messages from Jared Pierce about one week earlier, and the messages said to call him (Jared Pierce). Jason Peterson told Special Agent Ulsh and your affiant that Jared Pierce's telephone number is (801)673-4504.

64. Jason Peterson told Special Agent Ulsh and your affiant that he was in New York City for the Ad-Tech Conference which took Place in November of 2012. Jason

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Peterson told Special Agent Ulsh and your affiant that John Swallow spoke with him inside a restaurant in New York City, and John Swallow told him (Jason Peterson) to deliver a message to Jeremy Johnson that he (John Swallow) is his (Jeremy Johnson's) friend and that the only way he (John Swallow) could help him (Jeremy Johnson) was if he (John Swallow) was in office as the Attorney General. Jason Peterson told Special Agent Ulsh and your affiant that John Swallow seemed nervous and also quoted some scripture to him. Jason Peterson told Special Agent Ulsh and your affiant that John Swallow told him that Brent Ward is his friend. Brent Ward is the United States Department of Justice prosecutor assigned to the criminal case against Jeremy Johnson. Recent media reports have said that Brent Ward has been removed from the Jeremy Johnson case.

65. On about July 19, 2012, Jason Powers forwarded an email to "Jessie" who is believed to be Jessica Fawson. The email was regarding sponsorship information to the Republican National Convention in Tampa, Florida. "Jessie" wrote "Sweet! Who are the guest passes for? I recall there being a donor who wanted a guest pass". Jason Powers replied with a copy to John Swallow "We are working on that. Probably Jared Pearce."

66. Your affiant found a blog on the Internet titled "Online Scam Artists". The blog was dated May 20, 2009, and part of it read "Jared Pierce 12152 Gracie View Place Draper, Utah 84020 piercetribe@hotmail.com I have had my attorney write a certified letter to this joker asking for a refund on the charges, and if I do not hear back within the time frame described in the letter I will call my credit card company and tell them I want to 'Charge Back' every charge from this company (or any of Pierces related online scams). Since it was impossible to cancel my membership before I was billed this is a fraudulent transaction and your card company SHOULD refund your money. Tell your card company that what you ended up with was "not as described" - since the charges are a complete fraud. I would also suggest that you do what I did and write the Attorney General of Utah regarding Mr Jared Pierce. Obviously Mr Pierce is hiding from all of the people he has scammed when he should be "hiding" behind prison bars."

67. Seth Crossley provided your affiant with a spreadsheet of potential donors to John Swallow's campaign. On that spreadsheet was listed "Jared Pierce mlm guru \$5,000 801-673-4504 office in Sandy". That information was listed for the categories "Contact, Company, Target amount, Phone, Notes". Seth Crossley provided your affiant with a spreadsheet of a fundraiser email list on which "Jared Pierce jpierce@ffsinfo.com 801-705-9068" was listed.

68. Jared Pierce has a criminal history in the state of Utah. Jared Pierce was charged in November of 1999 in Salt Lake County, Utah with Electronic Communication Harassment. Jared Pierce was charged in March of 2000 in Salt Lake County, Utah with Stalking, Telephone Harassment, and Criminal Trespass, and he was later acquitted at trial. Jared Pierce was charged in April of 2001 in Salt Lake County, Utah with Criminal

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Trespass, Disorderly Conduct, Unlawful Detention, and Failure to Appear or Comply, and he was later convicted in a plea in abeyance agreement. Jared Pierce was charged in August of 2001 in Salt Lake County, Utah with Violate Condition/Release after Arrest, and that charge was later dismissed.

69. In about June of 2013, the Utah House of Representatives voted to create a committee to investigate John Swallow for potential impeachment purposes. The Mintz Group was later hired to conduct the investigation, and subpoena power was given to them. In September of 2013, the Mintz Group served a subpoena to the Utah Attorney General's Office for records, and Mintz Group investigators discovered that a large number of John Swallow's emails are missing from computer servers along with many electronic calendar entries from 2009 to 2011.

70. Chris Earl, a Tech Support Specialist in the Utah Attorney General's Office stated in part in a signed written declaration "3. In 2012, the State of Utah changed its email system for State employees from Novell Group Wise to GoogleMail. Initially, the changeover (also known as a "migration") was set to occur in the late Spring or early Summer of 2012. However, the migration was delayed and did not occur until the Fall of that year. 4. Prior to the completion of the migration, on or about July 19, 2012, then Chief Deputy Attorney General Swallow called me and asked me to come to his office. When I came to his office, Chief Deputy Attorney General Swallow informed me that he wanted me to perform a wipe of the data on the hard drives of both his Office Apple desktop computer and his Office Apple laptop computer by the end of the day. He explained that he wanted me to do that to protect confidential information on the machines that members of his Ward had provided him in the course of his duties as a Bishop in the Church of Jesus Christ of Latter Day Saints. At the time he made the request, Chief Deputy Attorney General Swallow appeared nervous and anxious. 5. It is my customary practice, before conducting a wipe of a user's hard drive, to advise the user that data that has not have been stored elsewhere, typically including movies, photos, documents or other media, will not be recoverable after I perform the wipe; I am sure that I followed my customary practice here. And, consistent with my customary practice, before conducting the wipe, I would have made sure that Chief Deputy Attorney General Swallow indicated to me that he was aware that he would not be able to recover data from the wiped hard drives and that he had everything that he needed from the hard drives. Even if Chief Deputy Attorney General Swallow had not requested that I wipe the hard drives by the end of the day, I still would have performed the wipes pursuant to the standard procedure of the Office's IT department, although I likely would not have done it immediately. 6. During the same meeting in July 2012, it was my impression that Chief Deputy Attorney General Swallow did not intend to take back the Apple desktop and laptop computers after I wiped their hard drives, and he informed me that he did not want the Office to purchase new Apple equipment for him because he still had to compete in the general election for Attorney General and was not sure he would still be in the Office after the election. As a result, I provided Chief Deputy Attorney General

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Swallow with a Hewlett Packard laptop for his use...7. On November 7, 2012, after the general election, I sent Chief Deputy Attorney General Swallow a text message asking if he wanted me to "get [him] 'Mac' ed up again," meaning did he want to replace his Hewlett Packard laptop and Droid mobile phone with new Apple products. A true and correct copy of our chat on that subject is attached as Exhibit 2. In December 2012 and early January 2013, at Chief Deputy Attorney General Swallow's request and on behalf of the Office, I purchased a new set of Apple products for him, including a new iMac desktop computer, MacBook Pro laptop computer, iPhone and iPad to replace the set of devices he previously had used in the Office. The purchase of this equipment was not part of a routine or pre-planned Office replacement or upgrade of equipment but was done because a new Attorney General had been elected and asked for these items...10. While I am aware of instances in which data did not transfer from Novell Group Wise to GoogleMail during the migration, I am not aware of any instance, other than the one reported by Attorney General Swallow and described below, in which email was reported missing from GoogleMail and subsequently proved to be missing from Novell Group Wise without explanation. 11. At some point in January 2013, after I had purchased and received Attorney General Swallow's new computers and after press reports regarding alleged misconduct by him had begun to appear in the press, Attorney General Swallow approached me in person and said that he was missing a lot of his email. I believe that Attorney General Swallow said that the missing email was from 2010 but I cannot recall his exact words. He seemed very concerned and asked me what I could do to retrieve it. He also asked me whether he or I had done anything wrong by wiping the hard drives of his old Office Apple computers in July 2012. I responded that it was a routine practice for the IT department to wipe hard drives after a user returned computer equipment and would no longer be using it and I did not believe it was improper to do so..."

71. The Mintz Group provided your affiant with copies of text messages (SMS messages) between John Swallow and Timothy Lawson and between John Swallow and Kirk Torgensen. These text messages show the relationship that John Swallow has with Timothy Lawson who is under criminal investigation originally by the Utah Attorney General's Office until the investigation was turned over to the Utah Department of Public Safety in about May of 2012. On November 14, 2012, a text message was sent from "johneswallow@gmail.com" to "Tim Lawson <8016875151@unknown.email>", and it read "Sorry for not getting back to you. Im under an office screen where I'm screened by a wall in the Jensen matter. Hope things are going well. Thanks for the vote :)."

72. On November 14, 2012, a text message was sent from "Tim Lawson <8016875151@unknown.email>" to "johneswallow@gmail.com", and it read "Bro I haven't had any contact with him in several years". On November 14, 2012, a text message was sent from "Tim Lawson <8016875151@unknown.email>" to "johneswallow@gmail.com", and it read "Mark is behind that same screen and he and I still get together". On November 14, 2012, a text message was sent from "Tim Lawson

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<8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Ps. Your welcome for the vote”. On November 14, 2012, a text message was sent from “johnewallow@gmail.com” to “Tim Lawson <8016875151@unknown.email>”, and it read “Lol. Thanks.”

73. On November 15, 2012, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “I believe you will make the correct decisions as the new AG my brother. I’m behind you all the way”. On November 22, 2012, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Happy Thanksgiving Johnny”. On December 25, 2012, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Hello brother. Merry Christmas. Hope all is well”.

74. On December 31, 2012, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Won’t last till 12 so Happy New Year my Brother!” On January 1, 2013, a text message was sent from “johnewallow@gmail.com” to “Tim Lawson <8016875151@unknown.email>”, and it read “Happy New Year.” On January 13, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “I believe in you bro. I’m sure you didn’t do anything wrong!”

75. On January 13, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “CYA bro always CYA”. On January 13, 2013, a text message was sent from “johnewallow@gmail.com” to “Tim Lawson <8016875151@unknown.email>”, and it read “Thanks.” On February 28, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “He bro when you get a second five me a call please”.

76. On March 4, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Have you sent out the KickStarter link to all you email, FB, and Twitter people?? www.newgrains.com/gfinstitute”. On March 28, 2013, a text message was sent from “johnewallow@gmail.com” to “Kirk Torgensen <ktorgensen@utah.gov>”, and it read “It is and has been the same with Tim Lawson.” On May 16, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “Hey brotha we look good on the cover of City Weekly in those sissy golfing get ups!!! LOL!!”

77. On May 17, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johnewallow@gmail.com”, and it read “FBI was

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just here. I could imagine that they have tapped my phones or getting my text. Just sad that they are spending so much time on a convicted liar!!!” On June 16, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johneswallow@gmail.com”, and it read “Happy Father’s Day to U my brother! This is a day to remember why we started this journey and look back to the past and thank God for the experience He h”. On June 17, 2013, a text message was sent from “johneswallow@gmail.com” to “Tim Lawson <8016875151@unknown.email>”, and it read “Thank you. I hope you had a nice Fathers day. Who is your lawyer and may my lawyer give him or her a call?”

78. On June 17, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johneswallow@gmail.com”, and it read “Dana Facemyer (801) 369-7161”. On September 24, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johneswallow@gmail.com”, and it read “Hello brother, call me. We get to have a convo”. On September 24, 2013, a text message was sent from “Tim Lawson <8016875151@unknown.email>” to “johneswallow@gmail.com”, and it read “Have Shelly set an hour to meet in your office this week please.”

79. Intelligence Analyst Jed Crittenden of the Utah Department of Public Safety Statewide Information and Analysis Center conducted research into telephone numbers (801)673-4504, (801)230-9772, (801)949-9450. Intelligence Analyst Jed Crittenden’s research revealed that the carrier is New Cingular Wireless also known as AT&T Wireless for telephone numbers (801)673-4504 and (801)230-9772 and Sprint for telephone number (801)949-9450. Intelligence Analyst Jed Crittenden’s research revealed that Jared Pierce is the listed name for telephone number (801)673-4504. Intelligence Analyst Jed Crittenden’s research revealed that Rocco Arcado is the listed name for telephone number (801)230-9772. Intelligence Analyst Jed Crittenden’s research revealed that John Swallow is the listed name for telephone number (801)949-9450.

80. On December 3, 2013, Special Agent Jon Isakson and your affiant called telephone number (801)230-9772, and it went to voice mail. The voice mail message sounded like John Swallow’s voice, and it said “This is John. You’ve reached my voice mail, and I’ll get back to you as soon as I can. For a quicker response, you can text me or send an email to jswallow@utah.gov. Have a great day.”

81. Your affiant knows from training and experience that iPhones are a product of the company Apple located at 1 Infinite Loop Cupertino, California 95104. Your affiant knows from training and experience that text messages between iPhone users will not appear in detail records of the cellular telephone service providers because these text messages are delivered via the iMessage service through Apple. Your affiant knows that an email account ending in @me.com is a product of Apple.

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82. Your affiant knows from experience that cellular telephone service providers will not provide text messaging and cell tower location information with a subpoena and require a search warrant. Your affiant knows that New Cingular Wireless (AT&T Wireless) is located at 11760 US Highway 1, Suite 600 North Palm Beach, Florida 33408. Your affiant knows that Sprint is located at 6480 Sprint Parkway Overland Park, Kansas 66251. Your affiant knows that Apple is located at 1 Infinite Loop Cupertino, California 95104.

83. Your affiant, therefore, respectfully requests that the attached warrant be issued authorizing the search of the records of the cellular telephone service provider AT&T Wireless (New Cingular Wireless) for the telephone number (801)230-9772, for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of December 1, 2009 through and including the present relating to the crimes of Obstruction of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Bribery or Offering a Bribe (U.C.A. 76-8-103), Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105), Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308), Tampering with Evidence (76-8-510.5), Electronic Communication Harassment (U.C.A. 76-9-201), and Communications Fraud (U.C.A. 76-10-1801).

84. Your affiant, therefore, respectfully requests that the attached warrant be issued authorizing the search of the records of the cellular telephone service provider AT&T Wireless (New Cingular Wireless) for the telephone number (801)673-4504, for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of January 1, 2012 through and including the present relating to the crimes of Obstruction of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Electronic Communication Harassment (U.C.A. 76-9-201), and Communications Fraud (U.C.A. 76-10-1801).

85. Your affiant, therefore, respectfully requests that the attached warrant be issued authorizing the search of the records of the cellular telephone service provider Sprint for the telephone number (801)949-9450, for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of December 1, 2009 through and including the present relating to the crimes of Obstruction

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of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Bribery or Offering a Bribe (U.C.A. 76-8-103), Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105), Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308), Tampering with Evidence (76-8-510.5), Electronic Communication Harassment (U.C.A. 76-9-201), and Communications Fraud (U.C.A. 76-10-1801).

86. Your affiant, therefore, respectfully requests that the attached warrant be issued authorizing the search of the records of the cellular telephone manufacture Apple for the telephone number (801)230-9772, for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, text messages including content, destination, and origin telephone numbers, cell tower location information for all telephone calls, text messages, and iMessages, and iMessage records including content for the time period of December 1, 2009 through and including the present relating to the crimes of Obstruction of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Bribery or Offering a Bribe (U.C.A. 76-8-103), Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105), Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308), Tampering with Evidence (76-8-510.5), Electronic Communication Harassment (U.C.A. 76-9-201), and Communications Fraud (U.C.A. 76-10-1801).

Items to be seized:

87. Your affiant believes that the records of the cellular telephone service provider AT&T Wireless (New Cingular Wireless) for the telephone number (801)230-9772, should be searched for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of December 1, 2009 through and including the present.

88. Your affiant believes that the records of the cellular telephone service provider AT&T Wireless (New Cingular Wireless) for the telephone number (801)673-4504, should be searched for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of January 1, 2012 through and including the present.

89. Your affiant believes that the records of the cellular telephone service provider Sprint for the telephone number (801)949-9450, should be searched for

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subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, cell tower location information for all telephone calls and text messages, and text messages including content, destination, and origin telephone numbers for the time period of December 1, 2009 through and including the present.

90. Your affiant believes that the records of the cellular telephone manufacture Apple for the telephone number (801)230-9772, should be searched for subscriber, billing, and account information, a detailed history of incoming, outgoing, and missed telephone calls, text messages including content, destination, and origin telephone numbers, cell tower location information for all telephone calls, text messages, and iMessages, and iMessage records including content for the time period of December 1, 2009 through and including the present.

91. Your affiant believes the records of these cellular telephone service providers and manufacture should be searched relating to the crimes of Obstruction of Justice (U.C.A. 76-8-306), Tampering with Witness (U.C.A. 76-8-508), Retaliation against a Witness, Victim, or Informant (U.C.A. 76-8-508.3), Bribery or Offering a Bribe (U.C.A. 76-8-103), Receiving or Soliciting Bribe or Bribery by Public Servant (U.C.A. 76-8-105), Acceptance of Bribe or Bribery to Prevent Criminal Prosecution (U.C.A. 76-8-308), Tampering with Evidence (76-8-510.5), Electronic Communication Harassment (U.C.A. 76-9-201), and Communications Fraud (U.C.A. 76-10-1801).

Your affiant has had this Warrant/Affidavit reviewed by Deputy Salt Lake County District Attorney Jeff Hall and the Warrant/Affidavit has been approved for presentation to the Court.

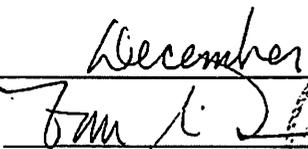
Wherefore, your affiant prays that a Search Warrant be issued for the seizure of said items:

In the day time.


AGENT SCOTT NESBITT
AFFIANT

SUBSCRIBED AND SWORN TO ME

This 11 day of December, 2013


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

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

STATE OF UTAH)
 :
County of Salt Lake)

ss

#215

SUPPLEMENTAL AFFIDAVIT FOR SEARCH WARRANT

BEFORE Verne S. Trease
MAGISTRATE

450 Sta Station Street, SLC
ADDRESS

The undersigned affiant, Agent Scott Nesbitt of the Utah Department of Public Safety, State Bureau of Investigation, being first duly sworn, deposes and says he has reason to believe that:

1. Because electronic communication providers upon whom the related search warrants are served cannot/will not sort material to be produced by subject matter, there exists no way to tailor the production to eliminate potentially and ostensibly privileged materials. The providers can only respond to a warrant which requires the production of materials identified by a range of dates.
2. Because of this inability to tailor the production of materials, there also exists the possibility that materials may be produced for which there exists insufficient probable cause to believe a crime has been committed or has been used to conceal a public offense; is being possessed with the purpose to use it as a means of committing or concealing a public offense; or, consists of an item of or constitutes evidence of illegal conduct, possessed by a party to the illegal conduct.
3. A "taint team" comprised of law enforcement attorney agents will be organized and instructed to receive the materials produced by electronic communication providers. The "taint team" will screen off materials which are privileged. The "taint team" will also screen off materials for which insufficient probable cause to believe a crime has been committed or has been used to conceal a public offense; is being possessed with the purpose to use it as a means of committing or concealing a public offense; or, consists of an item of or constitutes evidence of illegal conduct, possessed by a party to the illegal conduct.
4. The "taint team" will not provide prosecutors with the screened information and will ensure that adequate measures are taken to prevent dissemination of the screened materials to prosecutors.

5. This supplemental affidavit incorporates by reference your affiant's other affidavits filed in connection herewith.



Agent Scott Nesbitt,
AFFIANT

SUBSCRIBED & SWORN TO ME,
this 11th day of December, 2013.



Judge, Third District Court.



EXHIBIT 124

John Swallow 4/8/11

to richard

Richard:

I would like to invoice the company the amount of \$15,000.00 for services rendered on our Nevada project. Let me know if that seems ok. See you at noon.

CONFIDENTIAL

JS000067

From: John Swallow <johneswallow@gmail.com>
To: Richard Rawle
Sent: Fri Apr 08 11:12:47 2011
Subject: Invoice

Richard:

I would like to Invoice the company the amount of \$15,000.00 for services rendered on our Nevada project. Let me know if that seems ok. See you at noon.

John

CONFIDENTIAL

JS000068

EXHIBIT 125

4/12/11 Check 105 Amount 15,000.00 4/12/11 Check 105 Amount 15,000.00

RMA CONSULTING, LLC
 105
 4/12/11
 P. Solutions
 \$ 15,000.00
 J. Thompson
 BONNEVILLE BANK
 1025 NORTH 200 WEST, P.O. BOX 400
 PROVO, UTAH 84603-0400

MOUNTAIN AMERICA CREDIT UNION
 SANDY 0000
 SANDY, UTAH
 TELLER: 0266 SEQUENCE # 3091720
 4/9/2011 10:48:04
 R/T:

MOUNTAIN AMERICA CREDIT UNION
 SANDY, UTAH

EXHIBIT 27
 WIT: Swallow
 DATE: 10-15-13
 CitiCourt, LLC

EXHIBIT 126

Subject: Re: Jeremy Johnson

Date: Wednesday, August 25, 2010 4:02:02 PM Mountain Daylight Time

From: John Swallow

To: Jeremy Johnson

Ok.

Sent from my Verizon Wireless BlackBerry

From: Jeremy Johnson <jeremyjohnson@elitedebit.com>

Date: Wed, 25 Aug 2010 14:50:23 -0700

To: John Swallow <johneswallow@gmail.com>

Subject: Re: Jeremy Johnson

I am actually available anytime next week before Thursday or anytime the following week.

Thanks,

Jeremy

On 8/25/10 9:02 AM, "John Swallow" <johneswallow@gmail.com> wrote:

Mark:

I was speaking with Jeremy a few days ago and he brought up that he needs some help from Senator Hatch with some games being played by the FTC. I called Dave Hansen and let him know that you might be calling to set up a meeting in the very near future, so Dave is working on how to get it done if you call.

Spoke again with Jeremy yesterday and he thinks they will be ready soon. It works for him early next week before Thursday, or not the following week, but the one after that.

As you probably understand, Hatch will need to work this one if it is going to do any good, and that would probably only happen as a real favor to you. As I understand it, Jeremy just needs the FTC to really look at things, and stop playing games with him.

Anyway, just wanted to pass this along.

John

EXHIBIT 127

Richard Rawle

From: John Swallow [johneswallow@gmail.com]
Sent: Wednesday, September 29, 2010 6:08 PM
To: Richard Rawle
Subject: Re: Mtg with Harry Reid's contact

But if they can't sit down in good faith and work it out, a federal civil lawsuit will be filed.

Sent from my Verizon Wireless BlackBerry

From: "Richard Rawle" <Richard@softwiseonline.com>
Date: Wed, 29 Sep 2010 17:24:00 -0600
To: John Swallow <johneswallow@gmail.com>
Subject: RE: Mtg with Harry Reid's contact

Is it Jeremy's understanding that charges are going to be filed against them ?

From: John Swallow [mailto:johneswallow@gmail.com]
Sent: Wednesday, September 29, 2010 4:31 PM
To: Jeremy Johnson
Subject: Mtg with Harry Reid's contact

Jeremy:

I spoke with Richard Rawle about the contact information for Harry Reid's guy. Richard is travelling to LV tomorrow and will be able to contact this person, who he has a very good relationship with. He needs a brief narrative of what is going on and what you want to happen. I don't know the cost, but it probably won't be cheap. Also, I want to be sensitive to Richard's group. I'm not sure what they have invested in this person, however, they have been building capital for quite a while and this will be a serious withdrawal of that capital, but I am confident you can work that out between yourselves.

Here is the narrative I'd propose:

"Iworks is an internet sales company that sold various products over several years. They sold real products that benefitted their customers, they followed all the rules and they had well organized and effective customer service. Due to their large volume, they became a leader in the "negative option" space and, therefore, a target of the FTC. The FTC is conducting an investigation to determine whether Iworks violated federal law. The Iworks principals believe they can defend and prevail in litigation. However, they understand that when someone litigates against the FTC, they lose in the long run due to costs and publicity. Therefore, they would like to meet in good faith and show the investigators that they did follow the law and should be able to resolve things reasonably. However, the FTC investigators are not interested in meeting or seriously looking at the merits of the Iworks practices.

Iworks would like to sit down with Senator Reid and show him what they have done and see if the Senator would be willing to encourage the FTC investigators to take a close look at Iworks and sit down and really understand their practices and try to resolve this matter equitably and in good faith, before litigation is started.

Iworks met with Senator Hatch a few weeks ago, and he is willing to help, and we'd like for Sen Hatch and Sen Reid to work together on this if possible.

The Iworks team is willing to meet with the Senator at his convenience either in Washington or in Las Vegas. It is a St. George-based company."

Does this look ok?

John

EXHIBIT 128

RMR Consulting, LLC					
Date	Deposit	Debit		Amount	Memo
11/01/10	Deposit			10000.00	
11/02/10	Wire		I Works	50000.00	
11/02/10		Incoming Wire Fee	Bonneville Bank	(12.50)	
11/09/10		Deluxe Check Check/Acc.	Bonneville Bank	(34.75)	
11/26/10		Check	P-Solutions	(8500.00)	
11/30/10		Service Charge	Bonneville Bank	(10.19)	
12/02/10	Wire		Scott Leavitt	200000.00	
12/02/10		Incoming Wire Fee	Bonneville Bank	(12.50)	
12/03/10		Wire	Lobbyist	(50020.00)	Brown
12/03/10		Wire	Lobbyist	(50020.00)	Rupli
12/31/10		Service Charge	Bonneville Bank	(16.11)	
02/07/11		Check	Hal Hansen	(5000.00)	
02/28/11		Service Charge	Bonneville Bank	(14.99)	
04/12/11		Check	P-Solutions	(15000.00)	
04/30/11		Service Charge	Bonneville Bank	(14.02)	
05/05/11		Check		(12000.00)	
05/31/11		Service Charge	Bonneville Bank	(12.98)	
07/12/11		Check	Grant Carter	(247.50)	
07/14/11		Check	Hal Hansen	(3000.00)	
07/15/11		Check	Springville City	(39.18)	
07/18/11		Check	Yard and Landscape	(715.00)	
07/29/11		Check	Pierce IP Law Group	(1500.00)	
07/31/11		Service Charge	Bonneville Bank	(12.48)	
08/01/11		Check	U.S. Mayan Painting	(3550.00)	
08/11/11		Check	Hal Hansen	(500.00)	
08/15/11		Check	Grant Carter	(240.00)	
08/22/11		Check	Hal Hansen	(3000.00)	
08/31/11		Service Charge	Bonneville Bank	(11.83)	
09/13/11		Check	Bear Services	(149.97)	Dumpster Rental
09/26/11		Check	Hal Hansen	(10000.00)	
09/30/11		Service Charge	Bonneville Bank	(11.29)	
10/18/11		Check	Hal Hansen	(17000.00)	
10/31/11		Service Charge	Bonneville Bank	(5.79)	
11/02/11		Check	Nielsen Heating and Co	(650.00)	Springville Rental Upkeep
11/08/11		Check	Hal Hansen	(8000.00)	
11/25/11		Check	Jordan Walker	(350.00)	Chapparel Website
11/25/11		Electronic Check	Utah County Payment	(4245.47)	
11/30/11		Service Charge	Bonneville Bank	(6.24)	
12/01/11		Check	Hal Hansen	(8000.00)	
12/07/11		Check	Pierce IP Law Group	(1885.12)	
12/14/11		Check	Hal Hansen	(5000.00)	
12/29/11		Check	Hal Hansen	(12000.00)	
12/31/11		Service Charge	Bonneville Bank	(6.23)	
01/31/12		Service Charge	Bonneville Bank	(5.86)	
02/01/12		Check	Hal Hansen	(4000.00)	
02/29/12		Service Charge	Bonneville Bank	(6.00)	
03/31/12		Service Charge	Bonneville Bank	(5.88)	
07/10/12		Check	Grant Sumsion	(5000.00)	Attorney Retainer-Leavitt Settlement
07/17/12		Check	Yard and Landscape	(457.00)	Springville Home
07/30/12		Check	Accent Window	(81.21)	Springville Home
07/31/12		Service Charge	Bonneville Bank	(6.31)	
08/09/12		Check	Grant Sumsion	(900.00)	Legal Fees RMR
08/13/12		Check	Yard and Landscape	(498.00)	
08/21/12		Check	Sumsion and Crandall	(900.00)	Legal Fees RMR
08/31/12		Service Charge	Bonneville Bank	(5.87)	
09/10/12		Check	Yard and Landscape	(480.00)	Springville Home
09/30/12		Service Charge	Bonneville Bank	(5.72)	
10/09/12		Check	Yard and Landscape	(377.00)	
10/19/12	Deposit		P-Solutions	23500.00	
10/31/12		Service Charge	Bonneville Bank	(5.51)	
11/13/12	Deposit		P-Solutions	23500.00	Check returned (other check already deposited)
11/20/12		Debit Memo	P-Solutions	(23512.00)	Returned Check- From P-Solutions
11/30/12		Service Charge	Bonneville Bank	(4.08)	
12/31/12		Service Charge	Bonneville Bank	(4.00)	

EXHIBIT 129

1 COLLOT GUERARD
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7 202-326-3395 (facsimile)

8 BLAINE T. WELSH
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10 3333 Las Vegas Blvd. South, Suite 5000
Las Vegas, NV 89101
11 702-388-6336 (Mr. Welsh)
702-388-6787 (facsimile)

12 Attorneys for Plaintiff Federal Trade Commission

13
14 **UNITED STATES DISTRICT COURT**
15 **FOR THE DISTRICT OF NEVADA**

16
17 **FEDERAL TRADE COMMISSION,** **Plaintiff,**

18 **v.**

19 **JEREMY JOHNSON, individually, as officer of**
20 **Defendants I Works, Inc.; Cloud Nine, Inc.; CPA**
21 **Upsell, Inc.; Elite Debit, Inc.; Internet Economy,**
22 **Inc.; Market Funding Solutions, Inc.; and**
23 **Success Marketing, Inc.; as a member of**
24 **Defendant Network Agenda LLC; and as the *de***
25 ***facto* principal of numerous Defendant Shell**
26 **Companies identified below;**

27 **DUANE FIELDING, individually, as an officer**
28 **of Anthon Holdings, Inc., and as a member of**
Defendant Network Agenda LLC;

ANDY JOHNSON, individually, as a manager of
I Works, Inc., and as titular principal of
numerous Defendant Shell Companies identified
below;

CV 10-2203

(REDACTED)
COMPLAINT

Complaint
FTC v. Jeremy Johnson, et al.

1 **LOYD JOHNSTON, individually, as a manager**
2 **of I Works, Inc., and as titular principal of**
3 **numerous Defendant Shell Companies identified**
4 **below;**

5 **SCOTT LEAVITT, individually, as a manager of**
6 **I Works, Inc., and as a principal of Defendant**
7 **Employee Plus, Inc.;**

8 **SCOTT MUIR, individually and as titular**
9 **principal of numerous Defendant Shell**
10 **Companies identified below;**

11 **BRYCE PAYNE, individually, as a manager of**
12 **I Works, Inc., and as titular principal of**
13 **Defendant JRB Media, Inc., a Shell Company;**

14 **KEVIN PILON, individually and as titular**
15 **principal of numerous Defendant Shell**
16 **Companies identified below;**

17 **RYAN RIDDLE, individually, as a former**
18 **manager of I Works, Inc., and as titular**
19 **principal of Defendant Diamond J Media, Inc., a**
20 **Shell Company;**

21 **TERRASON SPINKS, individually and as**
22 **principal of Defendant Jet Processing, Inc., a**
23 **Shell Company;**

24 **I WORKS, INC., a Utah Corporation;**

25 **ANTHON HOLDINGS CORP., a Utah**
26 **Corporation;**

27 **CLOUD NINE MARKETING, INC., a Nevada**
28 **Corporation;**

CPA UPSELL, INC., a California Corporation;

ELITE DEBIT, INC., a Utah Corporation;

EMPLOYEE PLUS, INC., a Utah Corporation;

INTERNET ECONOMY, INC., a Nevada
Corporation;

MARKET FUNDING SOLUTIONS, INC., a
Nevada Corporation;

NETWORK AGENDA, LLC, a Nevada limited
liability company;

1 **SUCCESS MARKETING, INC., a Utah**
2 **Corporation;**
3 **and the following Shell Companies**
4 **BIG BUCKS PRO, INC., a Nevada Corporation;**
5 **BLUE NET PROGRESS, INC., an Oklahoma**
6 **Corporation;**
7 **BLUE STREAK PROCESSING, INC., a**
8 **Delaware Corporation;**
9 **BOLT MARKETING, INC., a California**
10 **Corporation;**
11 **BOTTOM DOLLAR, INC., dba Bad**
12 **Customer.com, a Nevada Corporation;**
13 **BUMBLE MARKETING, INC., a Nevada**
14 **Corporation;**
15 **BUSINESS FIRST, INC., a Delaware**
16 **Corporation;**
17 **BUSINESS LOAN SUCCESS, INC., a Nevada**
18 **Corporation;**
19 **COLD BAY MEDIA, INC., an Oklahoma**
20 **Corporation;**
21 **COSTNET DISCOUNTS, INC., a California**
22 **Corporation;**
23 **CS PROCESSING, INC., a Nevada Corporation;**
24 **CUTTING EDGE PROCESSING, INC., a**
25 **California Corporation;**
26 **DIAMOND J MEDIA, INC., a Nevada**
27 **Corporation;**
28 **EBUSINESS FIRST, INC., a California**
Corporation;
EBUSINESS SUCCESS, INC., a New York
Corporation;
ECOM SUCCESS, INC., a Delaware
Corporation;
EXCESS NET SUCCESS, INC., a California
Corporation;

1 **FISCAL FIDELITY, INC., a Nevada**
2 **Corporation;**
3 **FITNESS PROCESSING, INC., a California**
4 **Corporation;**
5 **FUNDING SEARCH SUCCESS, INC., a Nevada**
6 **Corporation;**
7 **FUNDING SUCCESS, INC., a Nevada**
8 **Corporation;**
9 **GG PROCESSING, INC., a California**
10 **Corporation;**
11 **GGL REWARDS, INC., a Nevada Corporation;**
12 **HIGHLIGHT MARKETING, INC., a California**
13 **Corporation;**
14 **HOOPER PROCESSING, INC., a Nevada**
15 **Corporation;**
16 **INTERNET BUSINESS SOURCE, INC., a**
17 **California Corporation;**
18 **INTERNET FITNESS, INC., a Nevada**
19 **Corporation;**
20 **JET PROCESSING, INC., a Utah Corporation;**
21 **JRB MEDIA, INC., a Nevada Corporation;**
22 **LIFESTYLES FOR FITNESS, INC., a Nevada**
23 **Corporation;**
24 **MIST MARKETING, INC., a California**
25 **Corporation;**
26 **MONEY HARVEST, INC., an Oklahoma**
27 **Corporation;**
28 **MONROE PROCESSING, INC., an Oklahoma**
Corporation;
NET BUSINESS SUCCESS, INC., a California
Corporation;
NET COMMERCE, INC., a New York
Corporation;
NET DISCOUNTS, INC., a Nevada
Corporation;

1 **NET FIT TRENDS, INC., a California**
2 **Corporation;**
3 **OPTIMUM ASSISTANCE, INC., a Nevada**
4 **Corporation;**
5 **POWER PROCESSING, INC., an Oklahoma**
6 **Corporation;**
7 **PREMIER PERFORMANCE, INC., a New York**
8 **Corporation;**
9 **PRO INTERNET SERVICES, INC., a New York**
10 **Corporation;**
11 **RAZOR PROCESSING, INC., a California**
12 **Corporation;**
13 **REBATE DEALS, INC., a Nevada Corporation;**
14 **REVIVE MARKETING, INC., a Nevada**
15 **Corporation;**
16 **SIMCOR MARKETING, INC., a Nevada**
17 **Corporation;**
18 **SUMMIT PROCESSING, INC., a Nevada**
19 **Corporation;**
20 **THE NET SUCCESS, INC., a Nevada**
21 **Corporation;**
22 **TRANFIRST, INC., a Delaware Corporation;**
23 **TRAN VOYAGE, INC., a Delaware**
24 **Corporation;**
25 **UNLIMITED PROCESSING, INC., a New York**
26 **Corporation; and**
27 **XCEL PROCESSING, INC., a California**
28 **Corporation.**

Defendants.

Plaintiff, the Federal Trade Commission, (“FTC” or “Commission”), for its Complaint alleges that:

1 Shell Companies using maildrop addresses and straw-figures as owners and officers because they
2 knew that it was unlikely they could obtain additional merchant accounts using existing
3 companies, due to these companies' negative chargeback histories. Defendants then applied
4 through intermediaries called Payment Processors for new merchant accounts in the names of
5 these "front" companies in order to continue processing the credit and debit card charges for the
6 online memberships Defendants sell. They have also attempted to drive down their chargeback
7 rates by threatening to report consumers who seek chargebacks to an Internet consumer blacklist
8 they operate called "BadCustomer.com" that will "result in member merchants blocking [the
9 consumer] from making future purchases online!" And they have attempted to counter the large
10 number of complaints about their conduct by flooding the Internet with supposedly independent
11 positive articles and other web pages.

12 5. Defendants lure consumers into their scam through websites that claim to offer
13 free or risk-free information about products or services ("products" or "programs") such as
14 government grants to pay personal expenses and Internet-based money-making opportunities. As
15 explained in greater detail below, Defendants' government grant and money-making opportunity
16 websites are replete with misrepresentations about the availability of grants for personal expenses
17 and the likely profitability of the money-making opportunities. Moreover, the government grant
18 websites frequently feature testimonials that falsely represent that consumers who use
19 Defendants' grant program are likely to obtain grants such as those obtained by the consumers in
20 the testimonials.

21 6. Consumers who arrive at Defendants' websites fill out a form and provide their
22 credit card or bank account information under the mistaken belief that their credit cards will be
23 charged or bank accounts debited only a small fee for shipping and handling, such as \$1.99 or
24 \$2.99, to receive information about obtaining government grants or making substantial amounts
25 of money. However, buried in the fine print on the Defendants' websites (if disclosed at all) or
26 on a separate Terms page are details that completely transform the offer as understood by
27 consumers. Instead of providing a free product or service for the nominal shipping and handling
28

1 fee, Defendants immediately enroll consumers in multiple expensive online Negative Option
2 Continuity plans whereby consumers are charged recurring fees or other additional fees until they
3 affirmatively cancel enrollment in the plan (“Negative Option Plans”). Defendants enroll
4 consumers in online Negative Option Plans for both the advertised (“core”) product as well as for
5 additional products and services, which are known as “Upsells,” many of which are “Forced
6 Upsells.” Defendants’ Forced Upsells are products Defendants automatically bundle with the
7 core product and from which consumers cannot opt-out when signing up for the core product.
8 Pursuant to the Negative Option Plans, Defendants charge consumers’ credit cards (or debit their
9 bank accounts) hefty one-time fees of as much as \$189 and then recurring monthly fees of as
10 much as \$ [REDACTED] for the core product, as well as recurring monthly fees for the Forced Upsells
11 costing as much as \$ [REDACTED].

12 7. Defendants also market their products through numerous online sellers that are
13 Defendants’ marketing partners and clients. Defendants bundle their products as Upsells, usually
14 as Forced Upsells, with the core products offered on the websites of Defendants’ marketing
15 partners. Defendants then impose monthly recurring charges or debits to consumers’ accounts
16 for these Upsells. In many cases, when Defendants charge or debit consumers’ accounts for
17 Defendants’ Forced Upsells, Defendants know that their marketing partners do not disclose, or
18 do not disclose adequately, the existence of Defendants’ Forced Upsells. Defendants also
19 provide services, such as marketing, processing charges and debits, and handling customer
20 service to on-line sellers who are Defendants’ clients. In numerous instances, when Defendants
21 provide the services to their clients, Defendants bundle their products as Forced Upsells with the
22 client’s core product. Defendants then impose recurring charges and debits to consumers’
23 accounts for these Forced Upsells.

24 8. When consumers receive their credit card or bank statements, they learn that they
25 have been billed far more than the *de minimus* shipping and handling fee they agreed to pay.
26 Instead, their statements show expensive charges for the core product as well as for one or more
27 of Defendants’ Forced Upsells. Where the core product is offered by Defendants’ marketing
28

1 partners or clients, consumers find charges or debits for Defendants' Upsells as well as for the
2 marketing partner's or client's core product. Some consumers fail to notice the unauthorized
3 charges for several billing cycles, if at all.

4 9. Defendants violate the FTC Act by: (1) misrepresenting that government grants
5 are available to individuals to pay for personal expenses; (2) misrepresenting that consumers
6 using Defendants' grant product are likely to find and obtain government grants to pay personal
7 expenses; (3) misrepresenting that users of Defendants' make-money products are likely to earn
8 substantial income such as \$209-\$909 per day; (4) misrepresenting that Defendants' offers are
9 "free" and "risk-free," when in reality the offers are for expensive Negative Option Plans with
10 pricey one-time charges and monthly recurring fees; (5) failing to disclose, or disclose
11 adequately, that Defendants immediately enroll consumers, who agree to pay a small shipping or
12 processing fee, in Defendants' Negative Option Plans and bill the consumers' credit cards or
13 debit funds from their bank accounts the high one-time fee and the monthly charges associated
14 with the plans unless consumers cancel within a trial period of as few as three days; (6)
15 misrepresenting that consumers using Defendants' grant product are likely to obtain grants such
16 as those obtained by the individuals whose testimonials appear on Defendants' government grant
17 websites; (7) misrepresenting that the positive articles and other web pages about Defendants'
18 grant and money-making products posted on the Internet are independent reviews from unbiased
19 consumers who have successfully used Defendants' grant and money-making products; (8)
20 failing to disclose that the positive reviews of Defendants' grant and money-making products
21 were created and posted by Defendants or their agents; and (9) charging consumers' credit cards
22 and debiting their bank accounts without their authorization for Defendants' Forced Upsells that
23 are bundled with the core products sold by Defendants' marketing partners and clients.

24 10. Defendants also violate EFTA and Regulation E by debiting consumers' bank
25 accounts on a recurring basis without obtaining written authorization signed or similarly
26 authenticated by the consumers for preauthorized electronic fund transfers from their accounts,
27 and by failing to provide these consumers with a copy of the written authorization.

PLAINTIFF

11. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces EFTA, 15 U.S.C. § 1693o(c), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

12. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act, EFTA, and Regulation E and to secure such other equitable relief as may be appropriate in each case, including restitution and disgorgement. 15 U.S.C. §§ 53(b), 56(a)(2)(A), and 1693o(c).

DEFENDANTS

The Corporate Defendants

13. **I Works, Inc.** (“I Works”) is a Utah company incorporated in 2000. Its headquarters is located at 249 East Tabernacle Street, Suite 200, St. George, UT 84770, and it has a satellite office at 100 Wilshire Blvd, Suite 750, Santa Monica, CA 90401. I Works is in the business of Internet marketing. [REDACTED]

Defendant Jeremy Johnson (“J. Johnson” or “Jeremy Johnson”), the mastermind for the I Works Enterprise, is I Works’s sole owner and officer.

14. I Works does, or has done, business under numerous names including Acai, Blue Sky Marketing, Business Funding Success, ClickNOffer, Denta-brite, Easy Grant Finder, Fast Gov Grants, Fit Factory, GrantAcademy.com, GrantCreator.com, Grant Professor, Grant Master, Grant Search, Grant Writer, Internet Economy, JRS Media Solutions, Living Lean, Net Pro Marketing, Online Auction Solutions, Quick Grant Pro, Raven Media, Rebate Millionaire, SBA, Track It Daily, Websavers, and 501c3.

15. I Works markets its products as both core products and as Forced Upsells. I Works’s scheme typically involves the marketing of a core product with one or more Forced Upsells. The same product can appear as the core product on one I Works website and as a

1 Forced Upsell on a different I Works website. Using numerous merchant accounts with banks
2 such as Wells Fargo, N.A., HSBC Bank USA, First Regional Bank, Harris National Association,
3 and Columbus Bank and Trust Company, I Works has processed millions of credit and debit card
4 charges.

5 16. I Works also bundles its products as Upsells with the core products offered on the
6 websites of numerous marketing partners. [REDACTED]

7 [REDACTED].
8 17. I Works also provides numerous other on-line sellers with various services
9 including marketing the seller's product, processing credit and debit card charges for the product
10 through I Works's merchant accounts, responding to inquiries from Payment Processors and
11 banks, and/or handling customer service for these on-line sellers ("clients"). [REDACTED]

12 [REDACTED].
13 18. I Works markets its products and those of its clients on its own websites, on the
14 websites of its marketing partners, and through network marketing groups. Most of I Works's
15 offers fall into one of three lines: Government Grants for personal expenses, Make-Money
16 schemes, and Stay Healthy programs. I Works markets and sells these products under hundreds
17 of different names including Cost Smashers, [REDACTED] Express Business Funding,

18 [REDACTED] Fit Factory, [REDACTED]
19 [REDACTED], Living Lean, Network Agenda, [REDACTED], and Rebate
20 Millionaire.

21 19. I Works also operates, through Bottom Dollar, a Shell Company, the website
22 BadCustomer.com, which Defendants identify as an Internet consumer blacklist. Defendants
23 claim that consumers who seek chargebacks for the charges Defendants post to consumers' credit
24 card accounts will be reported to BadCustomer.com, which "will result in member merchants
25 blocking [the consumer] from making future purchases online!"

26 20. I Works also sells to telemarketers and list brokers "leads" that are consumers'
27 personal information, including sometimes consumers' billing information.

1 21. I Works has at least [REDACTED] active depository accounts in its own name at [REDACTED] different
2 banks. Since 2006, Defendants' sale of core products, Upsells (including Forced Upsells) and
3 consumer leads has generated more than \$ [REDACTED] million in sales.

4 22. I Works transacts or has transacted business in this District and throughout the
5 United States.

6 23. **Anthon Holdings Corp.** ("Anthon"), a company incorporated in Utah in 2003, is
7 located at 249 East Tabernacle Street, Suite 105, St. George, UT 84770. Defendant Duane
8 Fielding is Anthon's sole owner and officer.

9 24. Anthon does, or has done, business under various fictitious names, including
10 Network Agenda, Office Agenda, and PC Passport. These are also the names of products that
11 I Works includes as Forced Upsells with the core products that I Works markets.

12 25. In 2008, Anthon entered into an agreement with the Payment Processor Litle &
13 Co. through which it obtained merchant accounts in the name of various fictitious entities so that
14 Defendants could process the credit and debit card charges for I Works's sale of core products
15 and Upsells, many of which were Forced Upsells bundled with core products sold by I Works's
16 marketing partners and clients. Anthon was in VISA's Merchant Chargeback Monitoring
17 Program because of high chargeback levels associated with these accounts.

18 26. Anthon transacts or has transacted business in this District and throughout the
19 United States.

20 27. **Cloud Nine Marketing, Inc.** ("Cloud Nine"), a company incorporated in Nevada
21 in 2008, uses a maildrop address at 2232 South Nellis Blvd., Box # 333, Las Vegas, NV 89104.
22 Defendant Jeremy Johnson is Cloud Nine's sole owner and officer.

23 28. [REDACTED]
24 [REDACTED]

25 29. Cloud Nine obtained one or more merchant accounts in the name of various
26 fictitious entities, [REDACTED], so that Defendants could
27 process credit and debit card charges for I Works's sale of core products and Upsells, many of
28

1 which were Forced Upsells bundled with core products sold by I Works’s marketing partners and
2 clients. [REDACTED]

3 [REDACTED].
4 30. In September 2008, I Works employees, using funds from I Works, opened one or
5 more depository accounts in the name of Cloud Nine, including an account at The Village Bank.
6 Since that time, Cloud Nine has transferred funds to I Works.

7 31. Cloud Nine transacts or has transacted business in this District and throughout the
8 United States.

9 32. **CPA Upsell, Inc.** (“CPA Upsell”), a company incorporated in California in
10 January 2009, is located at 100 Wilshire Blvd., Suite 750, Santa Monica, CA 90401, which is
11 also the address for I Works’s satellite office. Defendant Jeremy Johnson is CPA Upsell’s sole
12 owner and officer.

13 33. In 2009, some or all of I Works’s in-house sales agents moved from the I Works
14 headquarters in St. George, Utah, to the offices of I Works and CPA Upsell in Santa Monica,
15 California.

16 34. CPA Upsell markets numerous products to on-line sellers to place on their own
17 websites as Upsells. On-line sellers that do so become I Works’ marketing partners. I Works
18 processes the monthly charges or debits, and handles the customer service, for these Upsells.
19 These products include, but are not limited to, Calling Card Solutions, Credit Repair Toolkit,
20 Easy Google Profit, Express Business Funding, GetLoving.com, Grant Writer Pro, Grant
21 Master/Grant Search Assistant, Network Agenda, Rebate Millionaire, and Self Help Works.

22 35. CPA Upsell provides technical support to I Works’s marketing partners in
23 connection with the I Works Upsells.

24 36. In 2009 [REDACTED] using funds from I Works, opened one or more
25 depository accounts in the name of CPA Upsell, including an account at The Village Bank.
26 Since that time, CPA Upsell has continued to receive infusions of cash from I Works. CPA
27
28

1 Upsell’s bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200,
2 St. George, UT 84770.

3 37. CPA Upsell transacts or has transacted business in this District and throughout the
4 United States.

5 38. **Elite Debit, Inc.** (“Elite Debit”), a company incorporated in Utah in December
6 2009, is located at 249 East Tabernacle, Suite 200, St. George, UT 84770. Defendant Jeremy
7 Johnson is Elite Debit’s sole owner and officer.

8 39. Elite Debit processes credit and debit card charges, and uses remotely-created
9 payment orders, to charge or debit consumers’ accounts for I Works’s sale of core products [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 40. In December 2009, [REDACTED] using funds from I Works, opened one or
13 more depository accounts in the name of Elite Debit, including an account at the SunFirst Bank.
14 Elite Debit’s bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite
15 200, St. George UT 84770.

16 41. Elite Debit transacts or has transacted business in this District and throughout the
17 United States.

18 42. **Employee Plus, Inc.** (“Employee Plus”), a company incorporated in Utah in 2003,
19 is located at 249 East Tabernacle Street, Suite 301, St. George, UT 84770. Employee Plus is
20 owned by Defendant Scott Leavitt.

21 43. Employee Plus obtained [REDACTED]

1 44. Employee Plus also provides payroll services to I Works and other companies that
2 are part of the I Works Enterprise. I Works employees are paid by Employee Plus and receive pay
3 stubs in the name of Employee Plus.

4 45. Employee Plus transacts or has transacted business in this District and throughout
5 the United States.

6 46. **Internet Economy, Inc.** (“Internet Economy”), a company incorporated in Nevada
7 in 2002, uses a maildrop address at 2620 South Maryland Parkway, Box # 859-A, Las Vegas, NV
8 89109. Defendant Jeremy Johnson is Internet Economy’s sole owner and officer.

9 47. Internet Economy obtained one or more merchant accounts in the name of various
10 fictitious entities, including Grant Search, so that Defendants could process the credit and debit
11 card charges for I Works’s sale of core products and Upsells, many of which were Forced Upsells
12 bundled with core products sold by I Works’s marketing partners and clients. Internet Economy
13 paid more than \$ [REDACTED] in fines to its processing banks between [REDACTED]
14 [REDACTED] because of the high chargeback rates associated with these accounts.

15 48. Internet Economy does not have its own bank account. [REDACTED]
16 [REDACTED]

17 49. Internet Economy transacts or has transacted business in this District and
18 throughout the United States.

19 50. **Market Funding Solutions, Inc.** (“Market Funding”), a company incorporated in
20 Nevada in 2008, uses a maildrop address at 4790 Caughlin Parkway, Box # 735, Reno, NV
21 89509. Defendant Jeremy Johnson is Market Funding’s sole owner and officer.

22 51. Market Funding obtained merchant accounts in the name of various fictitious
23 entities, including [REDACTED] so that
24 Defendants could process the credit and debit card charges for I Works’s sale of core products and
25 Upsells, many of which were Forced Upsells bundled with core products sold by I Works’s
26 marketing partners and clients. [REDACTED]
27 [REDACTED].

1 52. In 2008, I Works employees, using funds from I Works, opened one or more
2 depository accounts in the name of Marketing Funding, including an account at The Village Bank.

3 53. Market Funding transacts or has transacted business in this District and throughout
4 the United States.

5 54. **Network Agenda, LLC** (“Network Agenda”), a Nevada limited liability company
6 established in January 2009, uses a maildrop address at 2780 S. Jones Blvd., Suite 3407, Las
7 Vegas, NV 89146. Its office address is located at 249 East Tabernacle St., Suite 105, St. George,
8 UT 84770. The sole members and managers of Network Agenda are Defendants Duane Fielding
9 and Jeremy Johnson.

10 55. Network Agenda provides or has provided to I Works products by the name of
11 Network Agenda and [REDACTED] Defendant I Works includes these products as Forced
12 Upsells on the websites on which I Works offers a core product; [REDACTED]

13 [REDACTED]
14 [REDACTED].

15 56. Network Agenda [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 57. Network Agenda transacts or has transacted business in this District and
21 throughout the United States.

22 58. **Success Marketing, Inc** (“Success Marketing”), a company incorporated in Utah
23 in 2003, uses as an address 249 East Tabernacle, Suite 200, St. George, UT 84770. Defendant
24 Jeremy Johnson is Success Marketing’s sole owner and officer.

25 59. Success Marketing obtained [REDACTED]
26 [REDACTED]

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1 [REDACTED]

2 [REDACTED]

3 60. Success Marketing transacts or has transacted business in this District and
4 throughout the United States.

5 ***The Defendant Shell Companies***

6 61. In addition to the corporations listed above, Defendants have conducted the
7 business of the I Works Enterprise through the following Shell Companies, using maildrops as
8 addresses and straw-figures who are officers and owners in name only. The undisclosed principal
9 behind the Shell Companies is Defendant Jeremy Johnson. J. Johnson directed I Works's
10 employees to create the Shell Companies, open their bank accounts, and obtain maildrops to use
11 as addresses.

12 62. Defendants used the following Shell Companies as fronts, applying for new
13 merchant accounts in the names of these companies so that the Defendants would have merchant
14 accounts through which to process the credit and debit card charges from the sale of core products
15 and Upsells by the I Works Enterprise.

16 63. **Big Bucks Pro, Inc.** ("Big Bucks Pro"), a company incorporated in Nevada in
17 September 2009, uses a maildrop address at 4780 West Ann Road, Box #5-431, North Las Vegas,
18 NV 89031. Defendant Scott Muir is the titular owner and officer of Big Bucks Pro.

19 64. Big Bucks Pro is one of the shell corporations that J. Johnson and I Works
20 established to act as a front [REDACTED]

21 [REDACTED]

22 [REDACTED]. Big Bucks Pro's bank
23 statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT
24 84770.

25 65. Defendants used Big Bucks Pro to [REDACTED]

26 [REDACTED]

27

28

1 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
2 bundled with core products sold by I Works’s marketing partners and clients.

3 66. Big Bucks Pro transacts or has transacted business in this District and throughout
4 the United States.

5 67. **Blue Net Progress, Inc.** (“Blue Net ”), a company incorporated in Oklahoma in
6 November 2009, uses a maildrop address at 5030 North May Ave., Box #284, Oklahoma City,
7 OK 73112. Defendant Scott Muir is the titular owner and officer of Blue Net.

8 68. Blue Net is one of the shell corporations that J. Johnson and I Works established to
9 act as a front [REDACTED]

10 [REDACTED]
11 [REDACTED]. Blue Net’s bank statements are sent to
12 I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

13 69. Defendants used Blue Net to [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]

17 70. Blue Net Progress transacts or has transacted business in this District and
18 throughout the United States.

19 71. **Blue Streak Processing, Inc.** (“Blue Streak Processing”), a company incorporated
20 in Delaware in November 2009, uses a maildrop address at 40 East Main St., Box #320, Newark,
21 DE 19711. Defendant Loyd Johnston is the titular owner and officer of Blue Streak Processing.

22 72. Blue Streak Processing is one of the shell corporations that J. Johnson and
23 I Works established to act as a front on applications to obtain new merchant accounts. [REDACTED]

24 [REDACTED]
25 [REDACTED] Blue Streak
26 Processing’s bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite
27 200, St. George, UT 84770.

1 73. Defendants used Blue Streak Processing to [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 74. Blue Streak Processing transacts or has transacted business in this District and
6 throughout the United States.

7 75. **Bolt Marketing, Inc.** (“Bolt Marketing”), a company incorporated in California in
8 September 2009, uses a maildrop address at 6520 Platt, Box #552, West Hills, CA 91307.
9 Defendant Scott Muir is the titular owner and officer of Bolt Marketing.

10 76. Bolt Marketing is one of the shell corporations that J. Johnson and I Works
11 established to act as a front [REDACTED]

12 [REDACTED]
13 [REDACTED] Bolt Marketing’s bank
14 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
15 84770.

16 77. Defendants used Bolt Marketing to [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 78. Bolt Marketing transacts or has transacted business in this District and throughout
21 the United States.

22 79. **Bottom Dollar, Inc.** (“Bottom Dollar”), a company incorporated in Nevada in July
23 2009, uses a maildrop address at 4080 Paradise Road, Bldg. 15, Suite 425, Las Vegas, NV 89109.
24 Defendant Kevin Pilon is the titular owner and officer of Bottom Dollar.

25 80. Bottom Dollar is one of the shell corporations that I Works and J. Johnson
26 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

1 [REDACTED]

2 [REDACTED].

3 81. Defendants used Bottom Dollar to obtain one or more merchant accounts in the
4 name of various fictitious entities so that Defendants could continue to process credit and debit
5 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
6 bundled with core products sold by I Works’s marketing partners and clients.

7 82. Bottom Dollar transacts or has transacted business in this District and throughout
8 the United States.

9 83. **Bumble Marketing, Inc.** (“Bumble Marketing”), a company incorporated in
10 Nevada in September 2009, uses a maildrop address at 2764 North Green Valley Parkway, Box
11 #667, Henderson, NV 89104. Defendant Kevin Pilon is the titular owner and officer of Bumble
12 Marketing.

13 84. Bumble Marketing is one of the shell corporations that J. Johnson and I Works
14 established to act as a front [REDACTED] [REDACTED]

15 [REDACTED]

16 [REDACTED].

17 85. Defendants used Bumble Marketing to [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 86. Bumble Marketing transacts or has transacted business in this District and
22 throughout the United States.

23 87. **Business First, Inc.** (“Business First”), a company incorporated in Delaware in
24 August 2009, uses a maildrop address at 1148 Pulaski Highway, Box #468, Bear, DE 19701.
25 Defendant Loyd Johnston is the titular owner and officer of Business First.

26 88. Business First is one of the shell corporations that J. Johnson and I Works
27 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

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1 [REDACTED]
2 [REDACTED] Business First's bank
3 statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT
4 84770.

5 89. Defendants used Business First to [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 90. Business First transacts or has transacted business in this District and throughout
10 the United States.

11 91. **Business Loan Success, Inc.** ("Business Loan Success"), a company incorporated
12 in Nevada in June 2009, uses a maildrop address at 8174 South Las Vegas Boulevard, #109 PMB
13 24, Las Vegas, NV 89123. Defendant Scott Muir is the titular owner and officer of Business Loan
14 Success.

15 92. Business Loan Success is one of the shell corporations that J. Johnson and
16 I Works established to act as a front on applications to obtain new merchant accounts. [REDACTED]

17 [REDACTED]
18 [REDACTED] Business Loan
19 Success's bank statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200,
20 St. George, UT 84770.

21 93. Defendants used Business Loan Success to obtain one or more merchant accounts
22 in the name of various fictitious entities so that Defendants could continue to process credit and
23 debit card charges for I Works's sale of core products and Upsells, many of which are Forced
24 Upsells bundled with core products sold by I Works's marketing partners and clients.

25 94. Business Loan Success transacts or has transacted business in this District and
26 throughout the United States.

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1 95. **Cold Bay Media, Inc.** (“Cold Bay Media”), a company incorporated in Oklahoma
2 in October 2009, uses a maildrop address at 1050 East 2nd Street, Box #500, Edmond, OK 73034.
3 Defendant Loyd Johnston is the titular owner and officer of Cold Bay Media.

4 96. Cold Bay Media is one of the shell corporations that J. Johnson and I Works
5 established to act as a front [REDACTED]

6 [REDACTED]
7 [REDACTED]. Cold Bay Media’s bank
8 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
9 84770.

10 97. Defendants used Cold Bay Media to [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 98. Cold Bay Media transacts or has transacted business in this District and throughout
15 the United States.

16 99. **Costnet Discounts, Inc.** (“Costnet Discounts”), a company incorporated in
17 California in July 2009, uses a maildrop address at 4712 Admiralty Way, Box #572, Marina Del
18 Ray, CA 90292. Defendant Kevin Pilon is the titular owner and officer of Costnet Discounts.

19 100. Costnet Discounts is one of the shell corporations that J. Johnson and I Works
20 established to act as a front [REDACTED]

21 101. Defendants used Costnet Discounts to [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 102. Costnet Discounts transacts or has transacted business in this District and
26 throughout the United States.

1 103. **CS Processing, Inc.** (“CS Processing”), a company incorporated in Nevada in
2 April 2009, uses a maildrop address at 18124 Wedge Parkway, PMB 434, Reno, NV 89511.
3 Defendant Scott Muir is the titular owner and officer of CS Processing.

4 104. CS Processing is one of the shell corporations that J. Johnson and I Works
5 established to act as a front [REDACTED]

6 [REDACTED]
7 [REDACTED]
8 105. Defendants used CS Processing to [REDACTED]

9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 106. CS Processing transacts or has transacted business in this District and throughout
13 the United States.

14 107. **Cutting Edge Processing, Inc.** (“Cutting Edge Processing”), a company
15 incorporated in California in July 2009, uses a maildrop address at 11301 West Olympic
16 Boulevard, Box #510, Los Angeles, CA 90064. Defendant Kevin Pilon is the titular owner and
17 officer of Cutting Edge Processing.

18 108. Cutting Edge Processing is one of the shell corporations that J. Johnson and
19 I Works established to act as a front [REDACTED]

20 [REDACTED]
21 [REDACTED]
22 109. Defendants used Cutting Edge Processing to [REDACTED]

23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 110. Cutting Edge Processing transacts or has transacted business in this District and
27 throughout the United States.

1 111. **Diamond J Media, Inc.** (“DJM”), a company incorporated in Nevada in 2009,
2 uses a maildrop address at 1285 Baring Blvd., Box # 506, Sparks, NV 87434. Defendant Ryan
3 Riddle is the titular owner and officer of DJM.

4 112. DJM is one of the shell corporations that J. Johnson and I Works established to act
5 as a front on applications to obtain new merchant accounts. In 2009, [REDACTED] using
6 funds from I Works, opened one or more depository accounts in the name of DJM, including an
7 account at The Village Bank. DJM’s bank statements are sent to I Works’s headquarters at 249
8 East Tabernacle, Suite 200, St. George, UT 84770.

9 113. Defendants used DJM to obtain one or more merchant accounts in the name of
10 various fictitious entities so that Defendants could process the credit and debit card charges for
11 I Works’s sale of core products and Upsells, many of which are Forced Upsells bundled with core
12 products sold by I Works’s marketing partners and clients. [REDACTED]
13 [REDACTED]
14 [REDACTED]

15 114. DJM transacts or has transacted business in this District and throughout the United
16 States.

17 115. **Ebusiness First, Inc.** (“Ebusiness First”), a company incorporated in California in
18 2009, uses a maildrop address at 2828 Cochran Street, Box #508, Simi Valley, CA 93065.
19 Defendant Kevin Pilon is the titular owner and officer of Ebusiness First.

20 116. Ebusiness First is one of the shell corporations that J. Johnson and I Works
21 established to act as a front on [REDACTED]

22 117. Defendants used Ebusiness First to [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]

26 118. Ebusiness First transacts or has transacted business in this District and throughout
27 the United States.

1 119. **Ebusiness Success, Inc.** (“Ebusiness Success”), a company incorporated in New
2 York in July 2009, uses a maildrop address at 163 Amsterdam Avenue, Box #324, New York, NY
3 10023. Defendant Loyd Johnston is the titular owner and officer of Ebusiness Success.

4 120. Ebusiness Success is one of the shell corporations that J. Johnson and I Works
5 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

6 [REDACTED]
7 [REDACTED]. Ebusiness Success’s bank
8 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
9 84770.

10 121. Defendants used Ebusiness Success to obtain one or more merchant accounts in the
11 name of various fictitious entities so that Defendants could continue to process credit and debit
12 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
13 bundled with core products sold by I Works’s marketing partners and clients.

14 122. Ebusiness Success transacts or has transacted business in this District and
15 throughout the United States.

16 123. **eCom Success, Inc.** (“eCom Success”), a company incorporated in Delaware in
17 August 2009, uses a maildrop address at 364 East Main Street, Suite 155, Middletown, DE 19709.
18 Defendant Loyd Johnston is the titular owner and officer of eCom Success.

19 124. eCom Success is one of the shell corporations that J. Johnson and I Works
20 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

21 [REDACTED]
22 [REDACTED]. eCom Success’s bank
23 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
24 84770.

25 125. Defendants used eCom Success to obtain one or more merchant accounts in the
26 name of various fictitious entities so that Defendants could continue to process credit and debit
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1 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
2 bundled with core products sold by I Works’s marketing partners and clients.

3 126. eCom Success transacts or has transacted business in this District and throughout
4 the United States.

5 127. **Excess Net Success, Inc.** (“Excess Net Success”), a company incorporated in
6 California in July 2009, uses a maildrop address at 10573 West Pico Boulevard, Box #815, Los
7 Angeles, CA 90064. Defendant Kevin Pilon is the titular owner and officer of Excess Net
8 Success.

9 128. Excess Net Success is one of the shell corporations that J. Johnson and I Works
10 established to act as a front [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 129. Defendants used Excess Net Success to [REDACTED]

14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 130. Excess Net Success transacts or has transacted business in this District and
18 throughout the United States.

19 131. **Fiscal Fidelity, Inc.** (“Fiscal Fidelity”), a company incorporated in Nevada in July
20 2009, uses a maildrop address at 748 South Meadow Parkway, Ste. A9 #328, Reno, NV 89521.
21 Defendant Kevin Pilon is the titular owner and officer of Fiscal Fidelity.

22 132. Fiscal Fidelity is one of the shell corporations that J. Johnson and I Works
23 established to act as a front on applications to obtain new merchant accounts.

24 133. Defendants used Fiscal Fidelity to obtain one or more merchant accounts in the
25 name of various fictitious entities so that Defendants could continue to process credit and debit
26 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
27 bundled with the core products sold by I Works’s marketing partners and clients.

1 134. Fiscal Fidelity transacts or has transacted business in this District and throughout
2 the United States.

3 135. **Fitness Processing, Inc.** (“Fitness Processing”), a company incorporated in
4 California in July 2009, uses a maildrop address at 13428 Maxella Avenue, Box #663, Marina Del
5 Ray, CA 90292. Defendant Kevin Pilon is the titular owner and officer of Fitness Processing.

6 136. Fitness Processing is one of the shell corporations that J. Johnson and I Works
7 established to act as a front [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 137. Defendants used Fitness Processing to [REDACTED]

11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 138. Fitness Processing transacts or has transacted business in this District and
15 throughout the United States.

16 139. **Funding Search Success, Inc.** (“Funding Search Success”), a company
17 incorporated in Nevada in July 2009, uses a maildrop address at 2764 N. Green Valley Parkway,
18 Ste. 827, Henderson, NV 89014. Margaret L. Holm is the titular owner and officer of Funding
19 Search Success.

20 140. Funding Search Success is one of the shell corporations that J. Johnson and
21 I Works established to act as a front [REDACTED] In August
22 2009, [REDACTED] using funds from I Works, opened one or more depository accounts in
23 the name of Funding Search Success, including an account at The Village Bank. Funding Search
24 Success’s bank statements are sent to I Work’s headquarters at 249 East Tabernacle, Suite 200, St.
25 George, UT 84770.

26 141. Defendants used Funding Search Success to obtain one or more merchant accounts
27 in the name of various fictitious entities so that Defendants could continue to process credit and
28

1 debit card charges for I Works’s sale of core products and Upsells, many of which are Forced
2 Upsells bundled with core products sold by I Works’s marketing partners and clients.

3 142. Funding Search Success transacts or has transacted business in this District and
4 throughout the United States.

5 143. **Funding Success, Inc.** (“Funding Success”), a company incorporated in Nevada in
6 June 2009, uses a maildrop address at 10580 North McCarren Boulevard, 115 Ste. 368, Reno, NV
7 89503. Defendant Andy Johnson is the titular owner and officer of Funding Success.

8 144. Funding Success is one of the shell corporations that J. Johnson and I Works
9 established to act as a front on applications to obtain new merchant accounts. In June 2009,
10 [REDACTED] using funds from I Works, opened one or more depository accounts in the
11 name of Funding Success, including an account at Far West Bank. Funding Success’s bank
12 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
13 84770.

14 145. Defendants used Funding Success to obtain one or more merchant accounts in the
15 name of various fictitious entities so that Defendants could continue to process credit and debit
16 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
17 bundled with core products sold by I Works’s marketing partners and clients.

18 146. Funding Success transacts or has transacted business in this District and throughout
19 the United States.

20 147. **GG Processing, Inc.** (“GG Processing”), a company incorporated in California in
21 August 2009, uses a maildrop address at 214 Main Street, Box #329, El Segundo, CA 90245.
22 Defendant Kevin Pilon is the titular owner and officer of GG Processing.

23 148. GG Processing is one of the shell corporations that J. Johnson and I Works
24 established to act as a front on [REDACTED] In September 2009,
25 a depository account titled in the name of GG Processing was opened at the Town & Country
26 Bank using funds from xCel Processing, another Shell Company. GG Processing’s bank
27
28

1 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
2 84770.

3 149. Defendants used GG Processing to [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 150. GG Processing transacts or has transacted business in this District and throughout
8 the United States.

9 151. **GGL Rewards, Inc.** (“GGL Rewards”), a company incorporated in Nevada in
10 June 2009, uses a maildrop address at 848 North Rainbow Boulevard 2984, Las Vegas NV 89107.
11 Defendant Scott Muir is the titular owner and officer of GGL Rewards.

12 152. GGL Rewards is one of the shell corporations that J. Johnson and I Works
13 established to act as a front on applications to obtain new merchant accounts. GGL Reward’s
14 bank statements are sent to I Works’ headquarters at 249 East Tabernacle, Suite 200, St. George,
15 UT 84770.

16 153. Defendants used GGL Rewards to obtain one or more merchant accounts in the
17 name of various fictitious entities so that Defendants could continue to process credit and debit
18 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
19 bundled with core products sold by I Works’s marketing partners and clients.

20 154. GGL Rewards transacts or has transacted business in this District and throughout
21 the United States.

22 155. **Highlight Marketing, Inc.** (“Highlight Marketing”), a company incorporated in
23 California in September 2009, uses a maildrop address at 15218 Summit Avenue, Suite 300,
24 Fontana, CA 92336. Defendant Scott Muir is the titular owner and officer of Highlight
25 Marketing.

26 156. Highlight Marketing is one of the shell corporations that J. Johnson and I Works
27 established to act as a front [REDACTED] [REDACTED]
28

1 [REDACTED]

2 [REDACTED] Highlight Marketing's bank

3 statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT
4 84770.

5 157. Defendants used Highlight Marketing to [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 158. Highlight Marketing transacts or has transacted business in this District and
10 throughout the United States.

11 159. **Hooper Processing, Inc.** ("Hooper Processing"), a company incorporated in
12 Nevada in September 2009, uses a maildrop address at 1894 HWY 50 East, Suite 4 Box #182,
13 Carson City, NV 89701. Defendant Andy Johnson is the titular owner and officer of Hooper
14 Processing.

15 160. Hooper Processing is one of the shell corporations that J. Johnson and I Works
16 established to act as a front [REDACTED]

17 [REDACTED]

18 [REDACTED]. Hooper Processing's
19 bank statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George,
20 UT 84770.

21 161. Defendants used Hooper Processing to [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 162. Hooper Processing transacts or has transacted business in this District and
26 throughout the United States.

27

28

1 163. **Internet Business Source, Inc.** (“Internet Business Source”), a company
2 incorporated in California in July 2009, uses a maildrop address at 10401-106 Venice Boulevard,
3 Los Angeles, CA 90034. Defendant Kevin Pilon is the titular owner and officer of Internet
4 Business Source.

5 164. Internet Business Source is one of the shell corporations that J. Johnson and
6 I Works established to act as a front [REDACTED]

7 [REDACTED]
8 [REDACTED]
9 165. Defendants used Internet Business Source to [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 166. Internet Business Source transacts or has transacted business in this District and
14 throughout the United States.

15 167. **Internet Fitness, Inc.** (“Internet Fitness”), a company incorporated in Nevada in
16 June 2009, uses a maildrop address at 2510 East Sunset Road, Bldg. 5 Suite 527, Las Vegas, NV
17 89120. Defendant Andy Johnson is the titular owner and officer of Internet Fitness.

18 168. Internet Fitness is one of the shell corporations that J. Johnson and I Works
19 established to act as a front on applications to obtain new merchant accounts. In August 2009,
20 [REDACTED] using funds from I Works, opened one or more depository accounts in the
21 name of Internet Fitness, including an account at Town & Country Bank. Internet Fitness’s bank
22 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
23 84770.

24 169. Defendants used Internet Fitness to obtain one or more merchant accounts in the
25 name of various fictitious entities so that Defendants could continue to process credit and debit
26 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
27 bundled with core products sold by I Works’s marketing partners and clients.

1 170. Internet Fitness transacts or has transacted business in this District and throughout
2 the United States.

3 171. **Jet Processing, Inc.** (“Jet Processing”), a company incorporated in Nevada in
4 February 2009, uses a maildrop address at 2644 East 1300 South, St. George, UT 84790.
5 Defendant Terrason Spinks is the owner and officer of Jet Processing.

6 172. Jet Processing is one of the shell corporations that J. Johnson and I Works
7 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

8 [REDACTED]
9 [REDACTED] Jet Processing’s bank
10 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
11 84770.

12 173. Defendants used Jet Processing to obtain one or more merchant accounts in the
13 name of various fictitious entities so that Defendants could continue to process credit and debit
14 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
15 bundled with core products sold by I Works’s marketing partners and clients.

16 174. Jet Processing transacts or has transacted business in this District and throughout
17 the United States.

18 175. **JRB Media, Inc.** (“JRB Media”), a company incorporated in Nevada in January
19 2009, uses a maildrop address at 18124 Wedge Parkway, Box #519, Reno, NV 89511. Defendant
20 Bryce Payne is the titular owner and officer of JRB Media.

21 176. JRB Media is one of the shell corporations that J. Johnson and I Works established
22 to act as a front on applications to obtain new merchant accounts. In January 2009, [REDACTED]
23 [REDACTED] using funds from I Works, opened one or more depository accounts in the name of
24 JRB Media, including an account at The Village Bank. JRB Media’s bank statements are sent to I
25 Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

26 177. Defendants used JRB Media to obtain one or more merchant accounts in the name
27 of various fictitious entities so that Defendants could continue to process credit and debit card
28

1 charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
2 bundled with core products sold by I Works’s marketing partners and clients.

3 178. JRB Media transacts or has transacted business in this District and throughout the
4 United States.

5 179. **Lifestyles For Fitness, Inc.** (“Lifestyles For Fitness”), a company incorporated in
6 Nevada in June 2009, uses a maildrop address at 1805 North Carson Street, Suite 313, Carson
7 City, NV 89701. Margaret L. Holm is the titular owner and officer of Lifestyles for Fitness.

8 180. Lifestyles For Fitness is one of the shell corporations that J. Johnson and I Works
9 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

10 [REDACTED]
11 [REDACTED]. Lifestyles For Fitness’s
12 bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George,
13 UT 84770.

14 181. Defendants used Lifestyles For Fitness to obtain one or more merchant accounts in
15 the name of various fictitious entities so that Defendants could continue to process credit and
16 debit card charges for I Works’s sale of core products and Upsells, many of which are Forced
17 Upsells bundled with core products sold by I Works’s marketing partners and clients.

18 182. Lifestyles For Fitness transacts or has transacted business in this District and
19 throughout the United States.

20 183. **Mist Marketing, Inc.** (“Mist Marketing”), a company incorporated in California
21 in September 2009, uses a maildrop address at 11230 Gold Express Drive, Suite 310-157, Gold
22 River, CA 92336. Defendant Scott Muir is the titular owner and officer of Mist Marketing.

23 184. Mist Marketing is one of the shell corporations that J. Johnson and I Works
24 established to act as a front [REDACTED] [REDACTED]

25 [REDACTED]
26 [REDACTED]. Mist Marketing’s bank
27
28

1 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
2 84770.

3 185. Defendants used Mist Marketing to [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 186. Mist Marketing transacts or has transacted business in this District and throughout
8 the United States.

9 187. **Money Harvest, Inc.** (“Money Harvest”), a company incorporated in Oklahoma in
10 October 2009, uses a maildrop address at 16111 South Utica, Box # 137, Tulsa, OK 74104.
11 Defendant Loyd Johnston is the titular owner and officer of Money Harvest.

12 188. Money Harvest is one of the shell corporations that J. Johnson and I Works
13 established to act as a front on [REDACTED] In November 2009,
14 [REDACTED] using funds from I Works, opened one or more depository accounts in the
15 name of Money Harvest, including an account at SunFirst Bank. Money Harvest’s bank
16 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
17 84770.

18 189. Defendants used Money Harvest to [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 190. Money Harvest transacts or has transacted business in this District and throughout
23 the United States.

24 191. **Monroe Processing, Inc.** (“Monroe Processing”), a company incorporated in
25 Oklahoma in October 2009, uses a maildrop address at 7107 South Yale, Box #332, Tulsa, OK
26 74136. Defendant Loyd Johnston is the titular owner and officer of Monroe Processing.
27
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1 192. Monroe Processing is one of the shell corporations that J. Johnson and I Works
2 established to act as a front [REDACTED]
3 [REDACTED]
4 [REDACTED] Monroe Processing's bank
5 statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT
6 84770.

7 193. Defendants used Monroe Processing to [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]

11 194. Monroe Processing transacts or has transacted business in this District and
12 throughout the United States.

13 195. **Net Business Success, Inc.** ("Net Business Success"), a company incorporated in
14 California in July 2009, uses a maildrop address at 1171 South Robertson Boulevard, Box #397,
15 Los Angeles, CA 90034. Defendant Kevin Pilon is the titular owner and officer of Net Business
16 Success.

17 196. Net Business Success is one of the shell corporations that J. Johnson and I Works
18 established to act as a front [REDACTED] [REDACTED]
19 [REDACTED]
20 [REDACTED] Net Business Success' bank
21 statements are sent to I Works' headquarters at 249 East Tabernacle, Suite 200, St. George, UT
22 84770.

23 197. Defendants used Net Business Success to [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 [REDACTED]

1 198. Net Business Success transacts or has transacted business in this District and
2 throughout the United States.

3 199. **Net Commerce, Inc.** (“Net Commerce”), a company incorporated in New York in
4 March 2009, uses a maildrop address at 954 Lexington Avenue, Box #516, New York, NY 10011.
5 Defendant Loyd Johnston is the titular owner and officer of Net Commerce.

6 200. Net Commerce is one of the shell corporations that J. Johnson and I Works
7 established to act as a front on applications to obtain new merchant accounts. [REDACTED]
8 [REDACTED]
9 [REDACTED]. Net Commerce’s bank
10 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
11 84770.

12 201. Defendants used Net Commerce to [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]

16 202. Net Commerce transacts or has transacted business in this District and throughout
17 the United States.

18 203. **Net Discounts, Inc.** (“Net Discounts”), a company incorporated in Nevada in June
19 2009, uses a maildrop address at 2764 North Green Valley Parkway, Suite 706, Henderson, NV
20 89104. Defendant Scott Muir is the titular owner and officer of Net Discounts.

21 204. Net Discounts is one of the shell corporations that J. Johnson and I Works
22 established to act as a front on applications to obtain new merchant accounts. [REDACTED]
23 [REDACTED]
24 [REDACTED] Net Discounts’s bank statements
25 are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

26 205. Defendants used Net Discounts to obtain one or more merchant accounts in the
27 name of various fictitious entities so that Defendants could continue to process credit and debit
28

1 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
2 bundled with core products sold by I Works’s marketing partners and clients.

3 206. Net Discounts transacts or has transacted business in this District and throughout
4 the United States.

5 207. **Net Fit Trends, Inc.** (“Net Fit Trends”), a company incorporated in California in
6 July 2009, uses a maildrop address at 8581 Santa Monica Boulevard, Box #443, West Hollywood,
7 CA 90069. Defendant Kevin Pilon is the titular owner and officer of Net Fit Trends.

8 208. Net Fit Trends is one of the shell corporations that J. Johnson and I Works
9 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 209. Defendants used Net Fit Trends to obtain one or more merchant accounts in the
13 name of various fictitious entities so that Defendants could continue to process credit and debit
14 card charges for I Works’s sale of core products and Upsells, many of which are Forced Upsells
15 bundled with core products sold by I Works’s marketing partners and clients.

16 210. Net Fit Trends transacts or has transacted business in this District and throughout
17 the United States.

18 211. **Optimum Assistance, Inc.** (“Optimum Assistance”), a company incorporated in
19 Nevada in September 2009, uses a maildrop address at 963 Topsy Lane, Suite 306 #312, Carson
20 City, NV 89705. Defendant Scott Muir is the titular owner and officer of Optimum Assistance.

21 212. Optimum Assistance is one of the shell corporations that J. Johnson and I Works
22 established to act as a front on [REDACTED] [REDACTED]

23 [REDACTED]
24 [REDACTED] Optimum Assistance’s bank
25 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
26 84770.

1 213. Defendants used Optimum Assistance to [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 214. Optimum Assistance transacts or has transacted business in this District and
6 throughout the United States.

7 215. **Power Processing, Inc.** (“Power Processing”), a company incorporated in
8 Oklahoma in October 2009, uses a maildrop address at 7380 South Olympia Avenue, Box #304,
9 Tulsa, OK 74132. Defendant Kevin Pilon is the titular owner and officer of Power Processing.

10 216. Power Processing is one of the shell corporations that J. Johnson and I Works
11 established to act as a front [REDACTED]

12 [REDACTED]
13 [REDACTED] Power Processing’s bank
14 statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT
15 84770.

16 217. Defendants used Power Processing to [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 218. Power Processing transacts or has transacted business in this District and
21 throughout the United States.

22 219. **Premier Performance, Inc.** (“Premier Performance”), a company incorporated in
23 New York in August 2009, uses a maildrop address at 245 Eighth Avenue, Box #228, New York,
24 NY 10011. Defendant Loyd Johnston is the titular owner and officer of Net Business Success.

25 220. Premier Performance is one of the shell corporations that J. Johnson and I Works
26 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

27 [REDACTED]

1 [REDACTED] Premier Performance's
2 bank statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George,
3 UT 84770.

4 221. Defendants used Premier Performance to [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]

8 222. Premier Performance transacts or has transacted business in this District and
9 throughout the United States.

10 223. **Pro Internet Services, Inc.** ("Pro Internet Services"), a company incorporated in
11 New York in March 2009, uses a maildrop address at 331 West 57th Street, Box #183, New York,
12 NY 10019. Defendant Loyd Johnston is the titular owner and officer of Pro Internet Services.

13 224. Pro Internet Services is one of the shell corporations that J. Johnson and I Works
14 established to act as a front on applications to obtain new merchant accounts. [REDACTED]
15 [REDACTED]

16 [REDACTED]. Pro Internet Services's bank statements are sent to I Works's
17 headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

18 225. Defendants used Pro Internet Services to [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 226. Pro Internet Services transacts or has transacted business in this District and
23 throughout the United States.

24 227. **Razor Processing, Inc.** ("Razor Processing"), a company incorporated in
25 California in June 2009, uses a maildrop address at 20258 Highway 18, Suite 430 #418, Apple
26 Valley, CA 92307. Defendant Scott Muir is the titular owner and officer of Razor Processing.
27
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1 228. Razor Processing is one of the shell corporations that J. Johnson and I Works
2 established to act as a front [REDACTED] In July 2009, a
3 depository account titled in the name of Razor Processing was opened at the Town & Country
4 Bank using funds from xCel Processing, another Shell Company. Razor Processing's bank
5 statements are sent to I Works' headquarters at 249 East Tabernacle, Suite 200, St. George, UT
6 84770.

7 229. Defendants used Razor Processing to obtain one or more merchant accounts in the
8 name of various fictitious entities so that Defendants could continue to process credit and debit
9 card charges for I Works's sale of core products and Upsells, many of which are Forced Upsells
10 bundled with core products sold by I Works's marketing partners and clients.

11 230. Razor Processing transacts or has transacted business in this District and
12 throughout the United States.

13 231. **Rebate Deals, Inc.** ("Rebate Deals"), a company incorporated in Nevada in June
14 2009, uses a maildrop address at 4080 Paradise Road, Box #15-904, Las Vegas, NV 89109.
15 Defendant Kevin Pilon is the titular owner and officer of Rebate Deals.

16 232. Rebate Deals is one of the shell corporations that J. Johnson and I Works
17 established to act as a front [REDACTED]
18 [REDACTED]
19 [REDACTED] Rebate Deals's bank statements
20 are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

21 233. Defendants used Rebate Deals to [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 234. Rebate Deals transacts or has transacted business in this District and throughout
26 the United States.

1 235. **Revive Marketing, Inc.** (“Revive Marketing”), a company incorporated in Nevada
2 in 2009, uses a maildrop address at 561 Keystone Avenue, Box #301, Reno, NV 89503.
3 Defendant Loyd Johnston is the titular owner and officer of Revive Marketing.

4 236. Revive Marketing is one of the shell corporations that J. Johnson and I Works
5 established to act as a front [REDACTED]
6 [REDACTED]
7 [REDACTED]. Revive Marketing’s
8 bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George,
9 UT 84770.

10 237. Defendants used Revive Marketing to [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 238. Revive Marketing transacts or has transacted business in this District and
15 throughout the United States.

16 239. **Simcor Marketing, Inc.** (“Simcor Marketing”), a company incorporated in
17 Nevada in September 2009, uses a maildrop address at 8550 West Desert Inn Road, Suite 102-
18 379, Las Vegas, NV 89117. Defendant Scott Muir is the titular owner and officer of Simcor
19 Marketing.

20 240. Simcor Marketing is one of the shell corporations that J. Johnson and I Works
21 established to act as a fron [REDACTED]
22 [REDACTED]
23 [REDACTED]. Simcor Marketing’s
24 bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George,
25 UT 84770.

26 241. Defendants used Simcor Marketing to [REDACTED]
27 [REDACTED]

1 [REDACTED]

2 [REDACTED]

3 242. Simcor Marketing transacts or has transacted business in this District and
4 throughout the United States.

5 243. **Summit Processing, Inc.** (“Summit Processing”), a company incorporated in
6 Nevada in September 2009, uses a maildrop address at 9 Retail Road, Suite 8 Box #438, Dayton,
7 NV 89403. Defendant Loyd Johnston is the titular owner and officer of Summit Processing.

8 244. Summit Processing is one of the shell corporations that J. Johnson and I Works
9 established to act as a front [REDACTED]

10 [REDACTED]

11 [REDACTED] Summit
12 Processing’s bank statements are sent to I Works’s headquarters at 249 East Tabernacle, Suite
13 200, St. George, UT 84770.

14 245. Defendants used Summit Processing to [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 246. Summit Processing transacts or has transacted business in this District and
19 throughout the United States.

20 247. **The Net Success, Inc.** (“The Net Success”), a company incorporated in Nevada in
21 July 2009, uses a maildrop address at 59 Damonte Ranch Parkway, Suite B-289, Reno, NV
22 89521. Defendant Kevin Pilon is the titular owner and officer of The Net Success.

23 248. The Net Success is one of the shell corporations that J. Johnson and I Works
24 established to act as a front [REDACTED] [REDACTED]

25 [REDACTED]

26 [REDACTED]

27

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1 249. Defendants used The Net Success to [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 250. The Net Success transacts or has transacted business in this District and
6 throughout the United States.

7 251. **Tranfirst, Inc.** (“Tranfirst”), a company incorporated in Delaware in August 2009,
8 uses a maildrop address at 4142 Olgtown Stranton Road, Box #614, Newark, DE 19713.
9 Defendant Loyd Johnston is the titular owner and officer of Tranfirst.

10 252. Tranfirst is one of the shell corporations that J. Johnson and I Works established to
11 act as a front on applications to obtain new merchant accounts. [REDACTED]

12 [REDACTED]
13 [REDACTED] Tranfirst’s bank statements are sent to
14 I Works’s headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

15 253. Defendants used Tranfirst to [REDACTED]

16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 254. Tranfirst transacts or has transacted business in this District and throughout the
20 United States.

21 255. **Tran Voyage, Inc.** (“Tran Voyage”), a company incorporated in Delaware in
22 November 2009, uses a maildrop address at 18766 John J. Williams Highway, PMB #331,
23 Rehoboth, DE 19971. Defendant Loyd Johnston is the titular owner and officer of Tran Voyage.

24 256. Tran Voyage is one of the shell corporations that J. Johnson and I Works
25 established to act as a front on applications to obtain new merchant accounts. [REDACTED]

1 [REDACTED] Tran Voyage's bank statements are sent to
2 I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT 84770.

3 257. Defendants used Tran Voyage to [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]

7 258. Tran Voyage transacts or has transacted business in this District and throughout the
8 United States.

9 259. **Unlimited Processing, Inc.** ("Unlimited Processing"), a company incorporated in
10 New York in July 2009, uses a maildrop address at 111 East 14th Street, Box #320, New York,
11 NY 10003. Defendant Loyd Johnston is the titular owner and officer of Unlimited Processing.

12 260. Unlimited Processing is one of the shell corporations that J. Johnson and I Works
13 established to act as a front on applications to obtain new merchant accounts. [REDACTED]
14 [REDACTED]

15 [REDACTED] Unlimited Processing's
16 bank statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George,
17 UT 84770.

18 261. Defendants used Unlimited Processing to [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]

22 262. Unlimited Processing transacts or has transacted business in this District and
23 throughout the United States.

24 263. **xCel Processing, Inc.** ("xCel Processing"), a company incorporated in California
25 in June 2009, uses a maildrop address at 12127 Mall Boulevard, Suite A-323, Victorville, CA
26 92392. Defendant Kevin Pilon is the titular owner and officer xCel Processing.
27
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1 264. xCel Processing is one of the shell corporations that J. Johnson and I Works
2 established to act as a front [REDACTED]

3 [REDACTED]
4 [REDACTED]. xCel Processing's bank
5 statements are sent to I Works's headquarters at 249 East Tabernacle, Suite 200, St. George, UT
6 84770.

7 265. Defendants used xCel Processing to obtain one or more merchant accounts in the
8 name of various fictitious entities so that Defendants could continue to process credit and debit
9 card charges for I Works's sale of core products and Upsells, many of which are Forced Upsells
10 bundled with core products sold by I Works's marketing partners and clients.

11 266. Xcel Processing transacts or has transacted business in this District and throughout
12 the United States.

13 267. The Defendants described in Paragraphs 63 through 266 of this Complaint
14 collectively are referred to as the "**Shell Companies.**"

15 268. I Works, Anthon, Cloud Nine, CPA Upsell, Elite Debit, Employee Plus, Internet
16 Economy, Market Funding, Network Agenda, Success Marketing and the Shell Companies
17 collectively are referred to as the "**Corporate Defendants**" or the "**I Works Enterprise.**"

18 ***The Individual Defendants***

19 269. **Jeremy Johnson** ("J. Johnson") is the sole owner and officer of Corporate
20 Defendants I Works, Cloud Nine, CPA Upsell, Elite Debit, Internet Economy, Market Funding,
21 and Success Marketing, a member and manager of Corporate Defendant Network Agenda, and the
22 *de facto* principal behind the Shell Companies that he established, using I Works employees and
23 business associates, to act as fronts for I Works. J. Johnson is the mastermind behind the I Works
24 Enterprise.

25 270. J. Johnson hires and supervises the managers working at his companies. He has
26 the authority to approve the websites offering the products sold by I Works. He signs legal
27
28

1 documents on behalf of I Works, including contracts with marketing partners and network
2 marketing groups, court settlements, and corporate resolutions.

3 271. On behalf of I Works, J. Johnson used various Payment Processors, including First
4 Data, ECHO, Global Payment Systems, Litle & Co., Moneris, Payment Tech, Trident, and Vital,
5 as well as several Independent Sales Organizations (“ISOs”), including CardFlex, RDK, Inc.,
6 Merchant eSolutions, Pivotal Payments, PowerPay, and Swipe Merchant Solutions, which act as
7 sales agents for the Payment Processors and the merchant banks. J. Johnson and I Works worked
8 with these Payment Processors and ISOs to obtain numerous merchant accounts at various
9 merchant banks, including Wells Fargo, N.A., HSBC Bank USA, First Regional Bank, Harris
10 National Association, and Columbus Bank and Trust Company. Defendants used these accounts
11 with the Payment Processors and merchant banks to process the credit and debit card charges for
12 I Works’s sale of core products and Upsells.

13 272. As described in detail below, after the banks began to terminate the merchant
14 accounts in the name of I Works or the other Corporate Defendants where J. Johnson was listed
15 as an officer, J. Johnson directed I Works’s employees to create numerous corporations to act as
16 fronts on new merchant account applications so that Defendants could continue to process the
17 credit and debit card charges for I Works’s sale of core products and Upsells. The straw-figure
18 principals of these Shell Companies are or were I Works employees or J. Johnson’s business
19 associates. The only purpose of these Shell Companies was to obtain merchant accounts in their
20 own names because banks would no longer open merchant accounts in the name of I Works or
21 with J. Johnson listed as the principal due to the negative history associated with their earlier
22 merchant accounts, including the high chargeback rates, the more than [REDACTED] in chargeback
23 fines paid by I Works and the other J. Johnson-owned Corporate Defendants, and the numerous
24 terminated merchant accounts. Jeremy Johnson has directed at least one Shell Company to pay
25 his personal income taxes.

1 273. J. Johnson also created companies, including Corporate Defendant Elite Debit, that
2 use remotely-created payment orders to debit consumers' bank accounts for I Works's sale of core
3 products and Upsells.

4 274. J. Johnson has signatory authority over numerous accounts at financial institutions
5 that contain funds from I Works's sale of core products and Upsells.

6 275. Since 2006, J. Johnson has personally received more than \$ [REDACTED] in
7 distributions and salary from the Corporate Defendants.

8 276. J. Johnson received reports from the I Works call centers about consumer
9 complaints, and communications from Payment Processors, VISA, MasterCard, and others about
10 the high level of chargebacks, related to I Works's marketing of its core products and Upsells.
11 Chargeback fines totaling more than \$ [REDACTED] were levied by merchant banks against Johnson's
12 companies, including Defendants I Works, Internet Economy, and Market Funding.

13 277. At all times material to this Complaint, acting alone or in concert with others,
14 J. Johnson has formulated, directed, controlled, had the authority to control, or participated in the
15 acts and practices of I Works and/or one or more of the Corporate Defendants named herein,
16 including the acts and practices set forth in this Complaint.

17 278. J. Johnson transacts or has transacted business in this District and throughout the
18 United States in connection with the matters alleged herein.

19 279. **Duane Fielding** ("Fielding") is a member and manager of Defendant Network
20 Agenda and the sole owner and officer of Defendant Anthon. Both companies are located at
21 I Works's headquarters at 249 East Tabernacle, St. George, UT 84770.

22 280. In June 2008, Fielding signed an agreement with the Payment Processor Litle &
23 Co. in order to obtain merchant accounts on behalf of Defendant Anthon. On behalf of I Works,
24 Fielding obtained merchant accounts in the names of Network Agenda and Office Assistant so
25 that Defendants could process the credit and debit card charges for I Works's sale of core products
26 and Upsells. These accounts incurred such excessive chargebacks that Fielding had to submit
27 Chargeback Reduction Plans to Payment Processors on behalf of Network Agenda. Chargeback
28

1 Reduction Plans set forth the reasons for the excessive chargebacks and outline the steps that will
2 be taken to reduce the chargeback rates.

3 281. Fielding has signatory authority over bank accounts titled in the name of Anthon
4 and Network Agenda, which accounts received funds from I Works directly, and/or contain funds
5 from I Works's sale of core products and Upsells.

6 282. Fielding [REDACTED],
7 and communications from Payment Processors, VISA, MasterCard, and others about the high
8 level of chargebacks, related to I Works's marketing of its core products and Upsells.

9 283. At all times material to this Complaint, acting alone or in concert with others,
10 Fielding has formulated, directed, controlled, had the authority to control, or participated in the
11 acts and practices of I Works, Anthon, Network Agenda, and/or one or more of the Corporate
12 Defendants named herein, including the acts and practices set forth in this Complaint.

13 284. Fielding transacts or has transacted business in this District and throughout the
14 United States in connection with the matters alleged herein.

15 285. Andy Johnson ("A. Johnson"), J. Johnson's brother, [REDACTED]
16 [REDACTED] As part of his official duties at I Works, A.
17 Johnson created, or arranged for the creation of, and manages, several products, including Rebate
18 Millionaire and Cost Smashers, which I Works markets and sells directly and through its
19 marketing partners and clients.

20 286. A. Johnson is the titular owner and officer of at least three defendant Shell
21 Companies, including Funding Success, [REDACTED] and Internet Fitness, that I Works and
22 J. Johnson established to act as fronts on applications to obtain new merchant accounts.
23 A. Johnson also was, during at least part of the time period relevant to this Complaint, the titular
24 owner of Defendant xCel Processing, one of the defendant Shell Companies.

25 287. On behalf of I Works, A. Johnson obtained merchant accounts under the names of
26 several Shell Companies, including Defendants Funding Success and xCel Processing, so that
27
28

1 Defendants could continue to process the credit and debit card charges for I Works’s sale of core
2 products and Upsells.

3 288. A. Johnson has signatory authority over bank accounts titled in the name of
4 Defendants Funding Success and xCel Processing, as well as over bank accounts titled in the
5 name of other Shell Companies, which accounts received funds from I Works directly, and/or
6 contain funds from I Works’s sale of core products and Upsells.

7 289. [REDACTED]
8 [REDACTED]
9 [REDACTED]

10 290. At all times material to this Complaint, acting alone or in concert with others,
11 A. Johnson has formulated, directed, controlled, had the authority to control, or participated in the
12 acts and practices of I Works and/or one or more of the Corporate Defendants named herein,
13 including the acts and practices set forth in this Complaint.

14 291. A. Johnson transacts or has transacted business in this District and throughout the
15 United States in connection with the matters alleged herein.

16 292. **Loyd Johnston** (“Johnston”) is the manager of the Merchant Account department
17 at I Works.

18 293. In that role, Johnston manages the relationships with the Payment Processors and
19 banks that I Works uses or used to process credit and debit card charges for I Works’s sale of core
20 products and Upsells. Johnston’s email address, loyd@iworks.com, is the contact on numerous
21 merchant account applications submitted on behalf of one or more of the Corporate Defendants.
22 Johnston sent Chargeback Reduction Plans on behalf of one or more Corporate Defendants,
23 including the Shell Companies, to Payment Processors.

24 294. Johnston has the authority to hire, and has hired, I Works employees.

25 295. Johnston has opened maildrops in various states at which complaints about
26 I Works’s marketing of its core products and Upsells are received and then forwarded to
27 I Works’s headquarters in St. George, Utah. Johnston has used a business credit card to pay the
28

1 rental fee for at least [REDACTED] maildrops in [REDACTED] states used by the I Works Enterprise between [REDACTED]

2 [REDACTED]
3 296. Johnston is the titular owner and officer of at least 15 Shell Companies that
4 I Works and J. Johnson established to act as fronts [REDACTED]

5 [REDACTED] These Shell Companies include Defendants Blue Streak Processing, Business First,
6 Cold Bay Media, Ebusiness Success, Ecom Success, Money Harvest, Monroe Processing, Net
7 Commerce, Premier Performance, Pro Internet Services, Revive Marketing, Summit Processing,
8 Tranfirst, Tran Voyage, and Unlimited Processing.

9 297. On behalf of I Works, Johnston obtained one or more merchant accounts in the
10 name of numerous Shell Companies so that Defendants could continue to process the credit and
11 debit card charges for I Works's sale of core products and Upsells.

12 298. Johnston has signatory authority over bank accounts titled in the name of various
13 Shell Companies that received funds from I Works directly, and/or contain funds from I Works's
14 sale of core products and Upsells.

15 299. Johnston received reports from [REDACTED]
16 [REDACTED] and communications from Payment Processors, VISA, MasterCard, and others about
17 the high level of chargebacks, related to I Works's marketing of its core products and Upsells.

18 300. At all times material to this Complaint, acting alone or in concert with others,
19 Johnston has formulated, directed, controlled, had the authority to control, or participated in the
20 acts and practices of I Works, and/or one or more of the business entities named herein, including
21 the acts and practices set forth in this Complaint.

22 301. Johnston transacts or has transacted business in this District and throughout the
23 United States in connection with the matters alleged herein.

24 302. **Scott Leavitt** ("Leavitt") is the Finance Manager for I Works.

25 303. In that role, Leavitt keeps the financial books of the I Works Enterprise. He
26 provides payroll [REDACTED] services to I Works through Defendant Employee Plus, [REDACTED]
27 [REDACTED], both of which Leavitt owns.

1 304. On behalf of I Works, Leavitt [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 305. Leavitt communicates with the Payment Processors and banks I Works uses or
5 used to process sales for its core products and Upsells.

6 306. Leavitt has signatory authority over more than 90 bank accounts titled in the name
7 of various Corporate Defendants. These accounts received funds from I Works directly and/or
8 contain funds from I Works's sale of core products and Upsells. Leavitt's signature appears on
9 thousands of checks written on behalf of the Corporate Defendants and he also arranges for the
10 electronic transfer of funds from the Shell Companies to I Works and vice-versa.

11 307. Leavitt received reports [REDACTED],
12 and communications from Payment Processors, VISA, MasterCard, and others about the high
13 level of chargebacks, related to I Works's marketing of its core products and Upsells. His
14 company, Employee Plus, [REDACTED]
15 As the Finance Manager, Leavitt was in a position to see the bank statements reflecting the
16 thousands of chargebacks associated with I Works's sale of core products and Upsells.

17 308. At all times material to this Complaint, acting alone or in concert with others,
18 Leavitt has formulated, directed, controlled, had the authority to control, or participated in the acts
19 and practices of I Works, Employee Plus, and/or one or more of the other business entities named
20 herein, including the acts and practices set forth in this Complaint.

21 309. Leavitt transacts or has transacted business in this District and throughout the
22 United States in connection with the matters alleged herein.

23 310. **Scott Muir** ("Muir"), Jeremy and Andy Johnson's uncle, [REDACTED]
24 [REDACTED] Muir
25 is the titular owner and officer of at least 12 Shell Companies that I Works and J. Johnson
26 established to act as fronts [REDACTED]. These Shell
27 Companies include Big Bucks Pro, Blue Net Progress, Bolt Marketing, Business Loan Success,
28

1 CS Processing, GGL Rewards, Highlight Marketing, Mist Marketing, Net Discounts, Optimum
2 Assistance, Razor Processing, and Simcor Processing.

3 311. On behalf of I Works, Muir obtained merchant accounts in the name of one or
4 more of the Shell Companies so that Defendants could continue to process the credit and debit
5 card charges for I Works's sale of core products and Upsells.

6 312. Muir has signatory authority over at least 12 accounts at three different banks, all
7 of which are titled in the name of Shell Companies. These accounts received funds from I Works
8 directly and/or contain funds from I Works's sale of core products and Upsells.

9 313. [REDACTED]

10 [REDACTED]
11 [REDACTED]
12 [REDACTED] Moreover, some of the bank accounts over which
13 Muir has signatory authority received large numbers of debits because of chargebacks.

14 314. At all times material to this Complaint, acting alone or in concert with others, Muir
15 has formulated, directed, controlled, had the authority to control, or participated in the acts and
16 practices of I Works and/or one or more of the other business entities named herein, including the
17 acts and practices set forth in this Complaint.

18 315. Muir transacts or has transacted business in this District and throughout the United
19 States in connection with the matters alleged herein.

20 316. **Bryce Payne** ("Payne") is the current General Manager of I Works.

21 317. Payne has authority to hire and fire persons who work for I Works.

22 318. [REDACTED]

23 319. Payne has the authority to approve websites offering the products I Works sells.

24 320. Payne is the titular owner and officer of Defendant JRB Media, one of the Shell
25 Companies that I Works and J. Johnson established to act as a front on applications to obtain new
26 merchant accounts.

1 321. On behalf of I Works, Payne obtained one or more merchants accounts in the name
2 of JRB Media so that Defendants could continue to process the credit and debit card charges for
3 I Works' sale of core products and Upsells.

4 322. Payne has signatory authority over a bank account titled in the name of Defendant
5 JRB Media, which account received funds from I Works directly and/or contains funds from
6 I Works's sale of core products and Upsells.

7 323. Payne received reports from the I Works call centers about consumer complaints,
8 [REDACTED]
9 [REDACTED]

10 324. At all times material to this Complaint, acting alone or in concert with others,
11 Payne has formulated, directed, controlled, had the authority to control, or participated in the acts
12 and practices of I Works and/or one or more of the other business entities named herein, including
13 the acts and practices set forth in this Complaint.

14 325. Payne transacts or has transacted business in this District and throughout the
15 United States in connection with the matters alleged herein.

16 326. **Kevin Pilon** ("Pilon") works at I Works where he facilitates I Works's credit and
17 debit card processing for I Works's sale of core products and Upsells. He is part of the Merchant
18 Account department and is or was responsible for working with Payment Processors.

19 327. Pilon is the titular owner and officer of at least 16 Shell Companies that I Works
20 and J. Johnson established to act as fronts [REDACTED] These
21 Shell Companies include Bottom Dollar, Bumble Marketing, Costnet Discounts, Cutting Edge
22 Processing, Ebusiness First, Excess Net Success, Fiscal Fidelity, Fitness Processing, GG
23 Processing, Internet Business Source, Net Business Success, Net Fit Trends, Power Processing,
24 Rebate Deals, The Net Success, and xCel Processing.

25 328. Pilon has opened maildrops in various states at which complaints about I Works's
26 marketing of core products and Upsells are received, which are then forwarded to I Works's
27 headquarters in St. George, Utah. Pilon has used a [REDACTED] to pay the rental fee for at
28

1 least [REDACTED] maildrops in [REDACTED] states used by the I Works Enterprise between [REDACTED]
2 [REDACTED].

3 329. Pilon is the titular owner and officer of Shell Company Bottom Dollar which does
4 business as BadCustomer.com. In connection with BadCustomer.com, Pilon works closely with
5 Defendant Jeremy Johnson.

6 330. On behalf of I Works, Pilon [REDACTED]
7 [REDACTED]
8 [REDACTED].

9 331. Pilon has signatory authority over bank accounts titled in the name of numerous
10 Shell Companies, which accounts received funds from I Works directly and/or contain funds from
11 I Works's sale of core products and Upsells.

12 332. Pilon, as a member of the Merchant Account department, attended meetings at
13 which the high number of chargebacks related to I Works's marketing of its core products and
14 Upsells was discussed. Pilon received reports [REDACTED]
15 [REDACTED]
16 [REDACTED].

17 333. At all times material to this Complaint, acting alone or in concert with others, Pilon
18 has formulated, directed, controlled, had the authority to control, or participated in the acts and
19 practices of I Works and/or one or more of the other business entities named herein, including the
20 acts and practices set forth in this Complaint.

21 334. Pilon transacts or has transacted business in this District and throughout the United
22 States in connection with the matters alleged herein.

23 335. **Ryan Riddle** ("Riddle") was, until [REDACTED], the General Manager of
24 I Works.

25 336. While General Manager, Riddle exercised supervisory authority over I Works
26 employees. Riddle hired and fired I Works employees. Riddle supervised managers and sent
27 directions to employees via email and otherwise.

28

1 337. Riddle approved websites offering the core products and Upsells sold by I Works.

2 338. Riddle [REDACTED].

3 339. Riddle communicated with I Works's merchant banks and Payment Processors.
4 Riddle sent Progress Reports and Chargeback Reduction Plans on behalf of I Works to banks and
5 Payment Processors explaining the steps I Works was taking to decrease chargebacks.

6 340. Riddle responded to consumer complaints that were sent to I Works by various
7 state Attorneys General.

8 341. Riddle is also the titular owner and officer of Defendant DJM, one of the Shell
9 Companies that I Works and J. Johnson established to act as a front on applications to obtain new
10 merchant accounts. Riddle signed merchant account applications on behalf of DJM's various
11 fictitious entities.

12 342. Riddle has signatory authority over a bank account titled in the name of DJM,
13 which account received funds from I Works directly and/or contains funds from I Works's sale of
14 core products and Upsells.

15 343. Riddle received reports from the I Works call centers about consumer complaints,
16 and communications from Payment Processors, VISA, MasterCard, and others about the high
17 level of chargebacks, related to I Works's marketing of its core products and Upsells. He also

18 [REDACTED]
19 [REDACTED]

20 344. At all times material to this Complaint, acting alone or in concert with others, he
21 has formulated, directed, controlled, had the authority to control, or participated in the acts and
22 practices of I Works and/or one or more of the other business entities named herein, including the
23 acts and practices set forth in this Complaint.

24 345. Riddle transacts or has transacted business in this District and throughout the
25 United States in connection with the matters alleged herein.

1 346. **Terrason Spinks** (“Spinks”) is a business associate of Jeremy Johnson. Spinks
2 has or had an office at I Works’s headquarters at 249 East Tabernacle, St. George, UT.

3 347. Spinks obtains merchant accounts for the I Works Enterprise.

4 348. Spinks is the titular owner and officer of Jet Processing, a Shell Company that
5 I Works and J. Johnson established to act as a front on applications to obtain new merchant
6 accounts. Spinks purchased Jet Processing in 2009 from I Works and J. Johnson. Even after the
7 sale, Jet Processing remains a part of the common enterprise.

8 349. Spinks submitted a Chargeback Reduction Plan to a processing bank on behalf of
9 Defendant Jet Processing.

10 350. Spinks has signatory authority over at least six bank accounts in the name of Jet
11 Processing, one or more of which received funds from I Works directly and/or contains funds
12 from I Works’s sale of core products and Upsells.

13 351. Spinks received reports from the I Works call centers about consumer complaints,
14 and communications from Payment Processors, VISA, MasterCard, and others about the high
15 level of chargebacks, related to I Works’s marketing of its core products and Upsells.

16 352. At all times material to this Complaint, acting alone or in concert with others,
17 Spinks has formulated, directed, controlled, had the authority to control, or participated in the acts
18 and practices of I Works and/or one or more of the other business entities named herein, including
19 the acts and practices set forth in this Complaint.

20 353. Spinks transacts or has transacted business in this District and throughout the
21 United States in connection with the matters alleged herein.

22 354. Fielding, A. Johnson, J. Johnson, Johnston, Leavitt, Muir, Payne, Pilon, Riddle,
23 and Spinks are collectively referred to as “Individual Defendants.”

24 355. The Corporate and Individual Defendants are collectively referred to as
25 **“Defendants.”**

COMMON ENTERPRISE

1
2 356. The Corporate Defendants have operated and functioned as a common enterprise
3 while engaging in the unfair and deceptive acts and practices and other violations of law alleged
4 in this Complaint. The Corporate Defendants have conducted the business practices through an
5 interrelated network of companies that have common control, ownership, officers, managers,
6 business functions, office locations, [REDACTED] and
7 products. The Corporate Defendants rely on unified advertising and a common marketing
8 scheme. J. Johnson and the other Individual Defendants have ignored corporate formalities in
9 setting up the Shell Companies, which are nothing more than fronts for I Works. Because the
10 Corporate Defendants have operated as a common enterprise, each of them is jointly and severally
11 liable for the acts and practices described in this Complaint. Individual Defendants Fielding, A.
12 Johnson, J. Johnson, Johnston, Leavitt, Muir, Payne, Pilon, Riddle, and Spinks have formulated,
13 directed, controlled, had the authority to control, or participated in the acts and practices of one or
14 more of the Corporate Defendants that comprise the I Works Enterprise.

COMMERCE

15
16 357. At all times relevant to this Complaint, Defendants have maintained a substantial
17 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
18 15 U.S.C. § 44.

DEFENDANTS’ BUSINESS PRACTICES***The Lures***

19
20
21 358. In numerous instances, consumers are drawn into Defendants’ scheme through
22 websites that trumpet the availability of government grants to pay personal expenses or websites
23 that offer a money-making opportunity. Defendants offer information regarding grants and make-
24 money opportunities, purportedly at a nominal cost of \$1.99 or \$2.99. Defendants fail to disclose
25 or to disclose adequately that their offer includes a Negative Option Plan for an online
26 membership; consumers who do not cancel their memberships within a short period of time will
27 be billed a hefty one-time charge and enrolled in a continuity plan that will result in monthly
28

1 recurring charges. Defendants also fail to disclose or to disclose adequately that they will charge
2 consumers' credit cards or debit funds from their bank accounts recurring monthly fees for Forced
3 Upsells - additional bundled products from which consumers cannot opt-out.

4 *The Grant Lure*

5 359. Defendants offer their grant product on hundreds of websites that tout the
6 availability of government grants to pay personal expenses. These websites frequently represent
7 that government grants are available to pay medical bills, start home businesses, for free
8 healthcare, pay power bills, replace kitchen and bathroom faucets, fix up a home, or pay a
9 mortgage.

10 360. One offer proclaims "Now It's Your Turn to Claim Government Grant Money." A
11 different offer promises that "Finding Government Grant money has never been easier or
12 quicker!"

13 361. Another offer hypes the billions of dollars available for "Personal Grants!" and
14 encourages individuals to "claim your share of the millions of dollars in Grant Money Given
15 Away Every Year!" According to this offer, "some of the Government Grants that have been
16 funded" include "\$9,500 to pay medical bills," "\$50,000 for college," and "\$10,000 for free
17 healthcare."

18 362. Other grant-related offers tell individuals they can use the "free" government
19 funding to "Start a Business," "Expand Your Current Venture," "Purchase Real Estate," "Buy
20 Equipment," "Pay Medical Bills," "Start a Home Business," and for "Free Healthcare."

21 363. Defendants also use streaming video to convince consumers of the benefit of their
22 government grant product. For instance, when consumers visit the website entitled Grant Gold, a
23 male model appears at the bottom right hand corner of the website's landing page and states,
24 among other things:

25 With your permission, I want to send you a grant CD which reveals how to get available
26 grants from the U.S. government. In it, you will discover countless ways to get something
27 back for your tax dollars. And if you respond now, I'll send it to you for only the cost of
28 shipping. . . . For example, you may qualify for thousands of dollars to pay your mortgage.
Or even find money to live on while you start a business. You can receive financial
assistance for medical bills

1 364. Spam emails sent by Defendants and/or their agents mirror Defendants' own
2 misrepresentations about their grant-related products. For example, an email promoting Grant
3 Funding Toolbox, using as an address a maildrop opened by J. Johnson and with a subject line
4 "Pres Obama want to give you Free Cash you could be Cashing your Federal Check In as little as
5 12 days," promises that the grants are for people who need assistance "paying for bills, buying a
6 home, . . . or even helping raise children." Another of Defendants' Spam emails using the same
7 maildrop address and with a subject line "FREE CASH to help you get started!" proclaims that
8 "Our Grant Program Software" is waiting to help "Stop Foreclosures"*[sic]* and "Pay Down Debt"
9 and asserts that "the government could have a check to you in as little as two weeks." Yet another
10 Spam email using one of Defendants' maildrop addresses in Nevada and with a subject line
11 "Government Funding Available" states that "Government money is readily available for many
12 reasons including: . . . Rent payment assistance, Bills . . . and Much Much More."

13 365. Defendants' other Spam emails include testimonials. For instance, an email from
14 with a subject line "Uncle Sam could give you up to \$25,000 - open to see how," includes a
15 testimonial from a Silvia Henriquez stating that she did not have money to pay her electric bill or
16 feed her children and that she applied for a grant and received \$500.

17 366. Defendants provide their affiliates with ready-to-send emails that advertise the
18 Defendants' grant and money-making programs. The Defendants make these emails available on
19 a website for affiliates called the I Works Media Center. The emails include a default link to
20 ravenmediainc.com, an URL that is registered to an individual with an I Works email address. In
21 one of the emails, Defendants proclaim that "Every year, the government gives away MILLIONS
22 of dollars to people JUST LIKE YOU! Need FAST CASH to start a business, attend college, or
23 pay off bills?" And, another email states that consumers can use "FREE MONEY dolled *[sic]* out
24 by 1,400 government agencies" to "buy a new home, car, pay for college, medical bills, groceries,
25 bills, and more." A third email announces there are "THOUSANDS of dollars in FREE
26 Government grant money for the holidays!" and features a woman in a Santa Claus hat holding a
27 wad of hundred dollar bills.

1 367. Defendants have marketed their grant products under various names that invoke a
2 connection between their products and government grants, such as: [REDACTED] Federal
3 Grant Connection, [REDACTED] Govt Grant Connection, Fast Government Grants, Fast
4 Gov Grants.com, Get Government Dollars, Government Funding Solutions, and [REDACTED]
5 [REDACTED]. Defendants have also marketed their grant products through websites with names such
6 as: federalgovernmentgrantsolutions.com and [REDACTED]

7 368. In fact, there are few, if any, government grants available to individual consumers.
8 In addition, contrary to Defendants' representations, government grants are not available to
9 individuals to pay personal expenses such as their mortgage, bills, Christmas presents, and
10 emergencies. Instead, most government grants are awarded to colleges, universities, and other
11 nonprofit organizations. Moreover, Defendants do not possess and rely upon a reasonable basis to
12 substantiate their representation that government grants are available to individuals for personal
13 expenses.

14 369. In many instances, Defendants also represent that consumers who provide their
15 names, addresses, telephone numbers, and credit or debit card information will be charged a
16 nominal shipping and handling fee to receive a CD and access to a website, which Defendants
17 manage, that contains information that will enable the consumer to find and obtain government
18 grants to pay personal expenses. A typical representation is: "Our program doesn't just list
19 Grants, it walks you step-by-step through how to qualify, who to contact (including address
20 details) and many examples of how to get Government and Private Grants!" Yet another offer
21 represents that the grant product "contains valuable information you need to know about how and
22 where to access grant money that may be available. . . You'll also have the tools and resources
23 necessary to find, apply for and secure this money." A streaming video of a male model on a
24 grant website's Order page, in the lower right hand corner, states, among other things, that the
25 online membership program:

26 walks you step by step through exactly how to qualify and who to contact. It includes all
27 required addresses and what to say to easily get the tax-free cash just sitting there waiting
28 for you. . . No matter who you are, rich or poor, black or white, employed or unemployed,
as long as you are a U.S. citizen, you can apply for funding faster than you ever dreamed

1 possible. Go ahead, request this CD today and get started on your path to finding and
2 applying for the funding you're seeking.

3 370. In order to convince consumers they are likely to receive grants by using
4 Defendants' grant product, in numerous instances Defendants include on their grant sites
5 testimonials from happy consumers who supposedly used the grant product to receive funds to fix
6 a car, pay utility bills, avoid foreclosure, buy Christmas presents, and pay for emergency expenses.
7 In doing so, Defendants represent that consumers who use the grant product are likely to obtain
8 grants such as those obtained by the happy consumers.

9 371. In fact, consumers are not likely to find and obtain grants using Defendants' grant
10 product as there are few, if any, government grants for individuals to pay personal expenses.
11 Moreover, Defendants did not possess and rely upon a reasonable basis to substantiate their
12 representation that consumers are likely to find and obtain government grants for personal
13 expenses using the Defendants' grant product.

14 372. Consumers are not likely to obtain grants such as those obtained by the consumers
15 in the testimonials. The individuals quoted in the testimonials received funds only from a
16 nonprofit organization [REDACTED]

17 [REDACTED]
18 The only manner in which Defendants add a caveat to their testimonials is by way of a small
19 asterisk at the end of each testimonial. If consumers can even see the fine print at the bottom of
20 the web page, they will only find Defendants' tiny disclosure that "Results May Vary," which
21 does nothing to correct the representation that consumers using the grant product are likely to
22 obtain grants such as those obtained by the happy consumers. Moreover, many of the sites
23 contain one or more testimonials that are false or bogus.

24 ***The Make-Money Opportunity Lure***

25 373. In numerous instances, Defendants lure consumers through websites that tout
26 money-making opportunities that are likely to yield significant income. Their typical make-
27 money website promises that consumers can generate large amounts of income via Internet search
28 engine advertising on Google, through rebate programs and auctions on sites such as eBay, and by

1 using new technologies, such as Twitter. Defendants offer information regarding the make-money
2 opportunities, purportedly for a nominal fee of \$1.99 or \$2.99 for shipping and handling. As with
3 the core grant product, consumers submit their billing information to pay the small fee. Having
4 procured consumers' account information, Defendants immediately enroll their victims in
5 Negative Option Plans for online memberships for both the core make-money product and for
6 other unrelated products that are automatically bundled with the make-money product as Forced
7 Upsells, and proceed to impose significant one-time and recurring charges.

8 374. Defendants' make-money websites represent that their product offers its members
9 "Easy Money," and the opportunity to "[s]top living paycheck-to-paycheck." For example, an
10 offer marketing Internet search engine opportunities proclaims that "Now ANYONE can learn
11 how to earn \$200-\$943 per day or MORE on Google!" Another of Defendants' websites states
12 that one can "learn how to make \$199 per day or more" with "our simple system" that has
13 "everything you need to make guaranteed fast money on Google. Your cost + \$0."

14 375. Spam emails sent by Defendants' agents make the same claims. For instance,
15 Raven Media using one of Defendants' maildrop addresses in Nevada and a subject line "Easy
16 Money with Google," promises that "anyone can learn how to earn 200 - 943 per day or More!"

17 376. The I Works Media Center includes ready-to-send emails with claims for
18 Defendants' money-making products. For instance, one email states that "with this FREE kit, you
19 can make up to \$500, \$1,000, even \$3,000 every month ONLINE!" Another email proclaims "My
20 'Growing Rich with Google' CD reveals how to Make extra income from home. Get your FREE
21 copy today!"

22 377. By providing a specific range of money that the consumer will "learn to earn,"
23 Defendants represent that the typical consumer who uses Defendants' money-making product can
24 expect to achieve that level of income.

25 378. In fact, Defendants' make-money representations are false. Typical consumers
26 who use Defendants' make-money products will not earn \$200-943 or more per day using
27
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1 Defendants' products. Moreover, Defendants did not possess and rely upon a reasonable basis to
2 substantiate their representations that consumers can expect to earn these amounts per day.

3 ***The Promises That the Offers Are Free or Risk-Free***

4 379. In addition to extravagant claims about getting federal grants or substantial income
5 via Internet search engine advertising, auctions, or other money-making products, Defendants
6 further entice consumers by emphasizing that, except for a nominal fee of as little as \$1.99 or
7 \$2.99 to cover the shipping and handling of a CD, what Defendants are offering is "free." Thus,
8 large banners encourage consumers to "Order your FREE CD today" and "Get your FREE
9 Software" that has information on how to receive government grants or make money. For
10 instance, one of Defendants' money-making sites claims that "Our FREE CD shows how to beat
11 the system." If Defendants make any reference to the Forced Upsells, they are referred to as
12 bonus "gifts."

13 380. In order to reassure consumers and convince them to enter their billing information
14 for the small amount, Defendants expressly assert that their free offers are "risk free." Typical
15 representations by Defendants include: "Get Instant Access To Your Risk-Free Google
16 Software . . ."; "Get Our Risk-Free Grant Software Kit"; "Information worth thousands of dollars!
17 It's Yours Now RISK FREE!" and "Claim Your Risk-Free CD"

18 381. To further emphasize the ostensibly free and risk-free nature of their offers,
19 Defendants often include tables detailing that the consumer's TOTAL monetary outlay is only the
20 nominal shipping and handling fee. Defendants' tables identify that all other items, including a
21 CD with product information, access to online tutorials, and unlimited customer support, are free
22 or are included with the payment of a nominal shipping and handling fee. Sometimes the tables
23 include a reference to "bonus" products, which Defendants also list as free.

24 382. In many instances, Defendants attempt to create a sense of urgency. Defendants'
25 websites represent that only a few CDs are available, or that it is a "Limited Time Offer."
26 Furthermore, some of Defendants' marketing websites actually incorporate a clock that counts
27 down the number of minutes and seconds consumers have left to respond to Defendants' offer.

1 its two main core products, the grant product and the make-money product, as Forced Upsells,
2 enrolling consumers who provided Defendants with their billing information to pay the small fee
3 for Defendants' grant product in its make-money product and vice-versa. Each of these Forced
4 Upsells imposes additional recurring monthly charges or debits of as much as \$39.97 to the
5 consumer's account.

6 386. Consumers are unaware that Defendants will use their billing information to assess
7 these high fees for both the core product and the Forced Upsells. Consumers often are unaware
8 they have been enrolled in trial memberships because Defendants bury the terms of their true
9 offers in tiny, hard-to-read print that is overshadowed by the extravagant promises that consumers
10 can use their government grants for personal expenses or make lots of money through Defendants'
11 supposedly free and risk-free offers.

12 387. In many cases, any disclosures about the Defendants' Forced Upsells are hidden in
13 the middle of the tiny cramped text about the core product. In other instances, the Upsell
14 disclosures appear only in a small boxes at the bottom of the Order page, well below the "Submit"
15 button. In many instances, the description of the Upsell as a "bonus" product lacks any cost or
16 cancellation information.

17 388. Tiny hyperlinks at the bottom of various pages on Defendants' marketing websites,
18 if they function, may connect to a lengthy Terms and Conditions page full of obtuse legalese, only
19 one small part of which mentions trial memberships, bonus products, cancellation requirements,
20 and costs. In some instances, there is convoluted language that the consumer has agreed to a one-
21 time fee of as much as \$189 and then recurring monthly charges or debits of as much as \$59.95 to
22 a bank account by ordering the free software or CD. In other instances, the Terms do not even list
23 the costs of the memberships.

24 389. Because the websites marketing Defendants' products repeatedly represent that
25 consumers have to pay only a nominal amount, and at the same time hide the terms of their true
26 offer, and because Defendants' offers involve only a small fee, many consumers provide their
27 billing information without adequate notice that they are entering into a trial period of as few as
28

1 three days for the advertised product, as well as trial periods of differing lengths for the Forced
2 Upsells. Consumers, seeing the express representation that all they have to pay is the small fee for
3 shipping and handling, do not expect to have to cancel one or more trial memberships that they
4 did not even know they had been signed up for.

5 390. In some instances, after having provided their billing information, consumers
6 receive a confirmation web page, and/or a confirmation email, with the log-in and password to
7 Defendants' membership sites for the advertised product and the Forced Upsells. The
8 confirmation page includes no information about memberships, their costs, or the need to cancel
9 to avoid charges. Defendants also know that many consumers never see Defendants' confirmation
10 emails because they are frequently trapped by consumers' Spam filters.

11 391. In numerous instances, the CD for the core product comes with a return address of
12 one of Defendants' many maildrops. A printed notice from Bad Customer.com accompanying the
13 CD warns that consumers who seek a chargeback "will be reported to the internet consumer
14 blacklist . . . and will result in member merchants blocking you from making purchases online!"

15 392. Consumers who call the telephone numbers listed on their billing statements next
16 to the charges and debits learn for the first time that Defendants enrolled them not only in an
17 expensive membership program involving the advertised "free" and "risk-free" core product, but
18 also enrolled them, through no choice of their own, into forced memberships for other products
19 marketed and sold by Defendants, the Forced Upsells. It is only then that consumers learn that
20 when they agreed to provide their billing information for a transaction with a small fee, that
21 Defendants used the billing information to assess a hefty one-time charge of as much as \$189 and
22 recurring monthly charges of as much as \$59.95 for the core product, as well as recurring charges
23 related to Defendants' Forced Upsells. Therefore, what consumers expected to be a fee of a few
24 dollars for shipping and handling a free CD or free software has resulted in their enrollment in
25 multiple memberships, to which they never knowingly agreed, with hefty one-time and recurring
26 monthly fees.

1 397. Defendants have [REDACTED]

2 [REDACTED]
3 [REDACTED]
4 [REDACTED] In
5 numerous instances, Defendants have approved how their Upsells appear on the websites of their
6 marketing partners even though Defendants' review shows that Defendants' Forced Upsells are
7 not disclosed, or are inadequately disclosed, on their partners' websites. Further, Defendants
8 regularly review the websites of their marketing partners who offer Defendants' Upsells;
9 Defendants also respond to the telephone and written complaints about the Upsells bundled with
10 their marketing partners' core products. Defendants therefore know that their marketing partners
11 continue to fail to disclose, or disclose adequately, material information about the Forced Upsells,
12 or even the existence of these Upsells.

13 398. Yet, even though Defendants know that, in numerous instances, the websites of
14 their marketing partners do not disclose, or disclose adequately, the existence of Defendants'
15 Forced Upsells, Defendants still process the credit and debit card charges associated with the
16 Upsells offered on these websites.

17 399. In numerous instances, consumers do not receive a confirmation page or email
18 regarding Defendants' Upsells bundled with the core products sold by Defendants' marketing
19 partners.

20 400. In numerous instances, consumers have not authorized Defendants to charge their
21 credit cards or debit their bank accounts for the Upsells bundled with the core products sold by
22 Defendants' marketing products.

23 401. In numerous instances, Defendants' practice of charging or debiting consumers'
24 accounts for undisclosed or inadequately disclosed Forced Upsells on their marketing partners'
25 websites has caused consumers' credit and debit accounts to be charged substantial recurring fees
26 for Defendants' Forced Upsells.

1 402. In numerous instances, Defendants' practice of charging or debiting consumers'
2 accounts for undisclosed or inadequately disclosed Forced Upsells on their marketing partners'
3 websites has depleted consumers' checking accounts, causing consumers to incur costly overdraft
4 fees.

5 403. In numerous instances, Defendants' practice of charging or debiting consumers'
6 accounts for undisclosed or inadequately disclosed Forced Upsells on their marketing partners'
7 websites has caused consumers to exceed their credit cards' credit limit and incur fees.

8 404. In numerous instances, Defendants' Forced Upsells on their marketing partners'
9 websites are undisclosed or inadequately disclosed and therefore consumers do not know how
10 they can avoid the charges.

11 405. Consumers could not avoid being charged for Defendants' Forced Upsells
12 appearing on the websites of Defendants' marketing partners. The substantial injury Defendants
13 have caused by charging and debiting consumers' accounts without authorization is not
14 outweighed by countervailing benefits to consumers or competition.

15 ***Keeping the Scheme Going***

16 406. Defendants have used at least three stratagems to perpetrate their scheme:
17 (a) they flood the Internet with phony positive reviews of their products; (b) they threaten
18 consumers who are considering exercising their chargeback rights; and (c) they use the Shell
19 Companies to trick banks into opening new merchant accounts through which they continue to
20 process charges and debits related to Defendants' sale of I Works' core products and Upsells.

21 ***The Phony Positive Reviews on the Internet***

22 407. Defendants' marketing practices have caused hundreds, if not thousands, of
23 consumers to post negative comments about Defendants on numerous websites and blogs.
24 Defendants have combated, and continue to combat, these unfavorable comments by hiring third
25 parties to create and post on the Internet positive articles and other web pages. In doing so,
26 Defendants represent, expressly or by implication, that these articles and other web pages are
27 independent reviews reflecting the opinions of unbiased consumers who successfully used
28

1 Defendants' grant product to find government grants to pay personal expenses or Defendants'
2 make-money programs to earn substantial income.

3 408. In fact, the positive articles and other web pages about Defendants' grant and
4 money-making programs are not independent reviews reflecting the opinions of unbiased
5 consumers who successfully used the grant and make-money products offered by Defendants.
6 Rather, the positive articles and other web pages were created by Defendants and their agents.
7 Defendants' representation that the positive articles and other web pages are independent reviews
8 reflecting the opinions of unbiased consumers is false.

9 409. In connection with the representation that the positive articles and other web pages
10 about Defendants' grant and money-making offers are from unbiased consumers, Defendants have
11 failed to disclose the material information that Defendants and their agents created and posted
12 these reviews.

13 ***Defendants' Threats to Blacklist Consumers Who Seek Chargebacks***

14 410. In order to minimize their chargeback rates for various products, Defendants
15 discourage consumers from exercising their chargeback rights by threatening to report consumers
16 who seek chargebacks to an Internet consumer blacklist they operate called "BadCustomer.com."
17 Defendants state that consumers who seek a chargeback "will be reported to the internet consumer
18 blacklist . . . and will result in member merchants blocking you from making purchases online!"

19 ***Defendants' Use of Subterfuge to Obtain New Merchant Accounts***

20 411. In numerous instances, when consumers find Defendants' charges or debits on
21 their billing statements, they contact their credit card issuers or banks to contest the charges. The
22 credit card issuer or bank "charges back" the contested amount to Defendants, which is debited
23 from Defendants' merchant account at the merchant bank. Defendants received a large number of
24 chargebacks and were thus placed in monitoring programs established by VISA and MasterCard.
25 Defendants failed to address the problems causing the high volume of chargebacks and many of
26 their merchant accounts were terminated.

1 412. When the merchant banks began to terminate merchant accounts in the name of
2 I Works or where J. Johnson was listed as a principal, Defendants established other merchant
3 accounts to continue to process the credit and debit card charges for Defendants' sale of core
4 products and Upsells.

5 413. In order to obtain new merchant accounts, Defendants set up numerous
6 corporations in at least six states to act as fronts on new merchant account applications.
7 Defendants directed I Works employees to make up names for these companies and obtain
8 maildrop addresses, telephone numbers, and bank accounts for each company. Defendants or
9 their employees then listed I Works employees or J. Johnson's business acquaintances on the
10 corporate paperwork as titular principals. The sole purpose of the Shell Companies, which have
11 no employees and no offices, was to lend their names to obtain new merchant accounts and open
12 bank accounts. Since 2009, Defendants have opened numerous different merchant accounts
13 under the names of Shell Companies so that they can continue processing the credit and debit
14 card charges for products I Works markets and sells for itself and its clients, and for the Upsells
15 that are bundled with the core products sold by I Works's marketing partners. Finally,
16 Defendants completed the charade by renaming their products, so as to make it harder for the
17 Payment Processors and banks to connect the Shell Companies with I Works and J. Johnson.

18 414. Furthermore, when applying for new merchant accounts in the names of the Shell
19 Companies, Defendants actively misrepresented how their underlying products would be
20 marketed. As part of the application process for new merchant accounts, some Payment
21 Processors and banks request the prospective merchant to submit a copy of the website the
22 merchant intends to use to sell the product. These websites are commonly referred to as
23 "underwriting sites." On numerous occasions, Defendants were made aware by the agents for
24 Payment Processors that some Payment Processors and banks would not approve merchant
25 account applications associated with websites that marketed products via Upsells. Additionally,
26 some Payment Processors and banks require that all material terms and conditions of any offer on
27
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1 the website associated with the merchant account be clearly and conspicuously disclosed in large
2 type throughout the website including on the Order page adjacent to the Submit button.

3 415. To obtain new merchant accounts, Defendants created “dummy” underwriting sites
4 to include with their applications. Defendants’ dummy underwriting sites differ significantly from
5 the websites that actually generated Defendants’ sales. For example, Defendants’ dummy
6 underwriting sites usually had highly visible disclosures about the trial memberships and their
7 monthly cost that were simple, clear and concise, and in a large font; did not include Upsells; did
8 not contain extravagant earnings claims; and did not include trademarked terms such as Google or
9 eBay.

10 416. Furthermore, Defendants often used the dummy underwriting sites to deflect blame
11 when confronted by angry consumers. When a bank or other entity contacted Defendants or one
12 of Defendants’ Payment Processors requesting information on behalf of an upset consumer
13 concerning one of Defendants’ charges or debits, Defendants routinely responded to the request
14 by referring the requestor to a dummy underwriting site, containing the more visible and clear
15 disclosures and no Upsells, rather than to the websites that actually generated Defendants’ sales.

16 417. Through these Shell Companies, Defendants continue to market these products in
17 the same manner that caused them to receive astronomical amounts of chargebacks in the first
18 instance, by using false claims, Forced Upsells, phony testimonials, fake positive reviews, and
19 hiding material terms of their Negative Option Plans.

20 ***Consumer Complaints***

21 418. Defendants receive and respond to thousands of consumer complaints from State
22 Attorneys Generals and consumer organizations such as the Better Business Bureau. Defendants
23 use two calls centers, one in Ephraim, Utah, and the other in the Philippines, to handle thousands
24 of consumer complaints each day about Defendants’ sale of core products and Upsells.

25 Defendants created internal reports detailing numerous calls into the call centers from consumers
26 complaining about Defendants’ marketing methods and unauthorized charges.

VIOLATIONS OF THE FTC ACT

1
2 419. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or deceptive acts
3 or practices in or affecting commerce.”

4 420. Misrepresentations or deceptive omissions of material fact constitute deceptive acts
5 or practices prohibited by Section 5(a) of the FTC Act.

6 421. Acts or practices are unfair under Section 5(a) of the FTC Act if they cause
7 substantial injury to consumers that consumers cannot reasonably avoid themselves and that is not
8 outweighed by countervailing benefits to consumers or competition. 15 U.S.C. § 45(n).

9 422. As set forth below, Defendants have engaged in deceptive and unfair practices in
10 connection with the sale of products or services via Negative Option Plans.

11 **COUNT I**

12 **Misrepresenting the Availability of**
13 **Government Grants to Pay Personal Expenses**

14 423. In numerous instances, in connection with the marketing and sale of grant-related
15 products or services, Defendants represent, directly or indirectly, expressly or by implication, that
16 government grants are generally available to individuals to pay personal expenses.

17 424. The representation set forth in Paragraph 423 of this Complaint is false,
18 misleading, and/or was not substantiated at the time the representation was made because there
19 are few, if any, government grants available to individuals to pay personal expenses.

20 425. Therefore, the making of the representation set forth in Paragraph 423 of this
21 Complaint constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
22 15 U.S.C. § 45(a).

23 **COUNT II**

24 **Misrepresenting That Consumers Using Defendants’ Grant Product**
25 **Are Likely to Find Government Grants to Pay Personal Expenses**

26 426. In numerous instances, in connection with the marketing and sale of grant-related
27 products or services, Defendants represent, directly or indirectly, expressly or by implication, that
28

1 consumers using Defendants' grant product are likely to find and obtain government grants to pay
2 personal expenses.

3 427. The representation set forth in Paragraph 426 of this Complaint is false,
4 misleading, and/or was not substantiated at the time the representation was made because
5 consumers using Defendants' grant product are unlikely to find and obtain government grants to
6 pay personal expenses.

7 428. Therefore, the making of the representation set forth in Paragraph 426 of this
8 Complaint constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
9 15 U.S.C. § 45(a).

10 **COUNT III**

11 **Misrepresenting the Amount of Income**
12 **That Consumers Are Likely to Earn Using Defendants' Products**

13 429. In numerous instances in connection with the marketing and sale of make-money
14 products or services, Defendants represent, directly or indirectly, expressly or by implication, to
15 consumers that consumers are likely to earn substantial income such as \$200 - \$943 or more per
16 day by using products marketed and sold by Defendants.

17 430. The representation set forth in Paragraph 429 of this Complaint is false,
18 misleading, and/or was not substantiated at the time the representation was made because
19 consumers using Defendants' make-money products are not likely to earn substantial income such
20 as \$200 - \$943 or more per day.

21 431. Therefore, the making of the representation set forth in Paragraph 429 of this
22 Complaint constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
23 15 U.S.C. § 45(a).

COUNT IV

Misrepresenting the Free or Risk-free Nature of Defendants' Offers

432. In numerous instances, in connection with the marketing and sale of various products or services, including grant and make-money products, Defendants represent, directly or indirectly, expressly or by implication, that Defendants' offers are free or risk-free.

433. In truth and in fact, Defendants' offers are not free or risk-free. Consumers who provide their billing information to pay a nominal fee are likely to be enrolled in Negative Option Plans for a core product and billed high one-time and recurring amounts if they do not cancel during undisclosed or poorly disclosed trial memberships of limited duration. Defendants also immediately enroll consumers into Forced Upsells with high monthly fees.

434. Therefore, Defendants' representations as set forth in Paragraph 432 of this Complaint constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT V

Failing to Disclose that Consumers Will be Entered Into Negative Option Continuity Plans

435. In numerous instances, in connection with the marketing and sale of various products or services, including products that purport to enable consumers to obtain government grants for personal expenses and products that purport to enable consumers to earn money, Defendants represent that consumers need pay only a nominal amount, such as \$1.99 or \$2.99, for a shipping and handling fee.

436. In numerous instances in which Defendants have made the representation set forth in Paragraph 435 of this Complaint, Defendants have failed to disclose, or disclose adequately, to consumers, material terms and conditions of their offer, including:

- A. that Defendants enroll consumers in Negative Option Plans for not only the product or service that was the subject of the advertised offer, but for other products or services as well;

- 1 B. the amount of the one-time and recurring charges and the frequency and duration
- 2 of the recurring charges associated with the Negative Option Plans;
- 3 C. that consumers must cancel the Negative Option Plans within a limited time period
- 4 to avoid the one-time and recurring charges;
- 5 D. the time period during which consumers must cancel the Negative Option Plans in
- 6 order to avoid one-time and recurring charges;
- 7 E. that each Negative Option Plan must be cancelled separately and the procedure for
- 8 cancelling the Plans.

9 437. Defendants' failure to disclose, or disclose adequately, the material information
10 described in Paragraph 436, above, in light of the representation described in Paragraph 435,
11 above, constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
12 15 U.S.C. § 45(a).

13 **COUNT VI**

14 **Misrepresenting That Consumers Using Defendants' Grant Product**
15 **Are Likely to Obtain Grants Such as Those Obtained**
16 **By Consumers in the Testimonials**

17 438. In connection with the marketing and sale of grant-related products or services,
18 Defendants represent, directly or indirectly, expressly or by implication, that consumers who use
19 Defendants' grant product are likely to obtain grants such as those obtained by consumer in the
20 testimonials appearing on websites advertising Defendants' grant product.

21 439. The representation set forth in Paragraph 438 of this Complaint is false or was not
22 substantiated at the time the representation was made because consumers who use Defendants'
23 grant product are not likely to obtain grants such as those obtained by consumers in the
24 testimonials appearing on websites advertising Defendants' grant product.

25 440. Therefore, the making of the representations set forth in Paragraph 438, above,
26 constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.
27 § 45(a).

1
2 **COUNT VII**

3 **Misrepresenting That Positive Articles Are**
4 **From Unbiased Consumers Who Used the Products**
5 **Offered by Defendants**

6 441. In numerous instances in connection with the marketing and sale of various
7 products or services, including products to obtain government grants to pay personal expenses and
8 make-money opportunities, Defendants represent that the positive articles and other web pages
9 about Defendants' grant and make-money opportunities are independent reviews that reflect the
10 opinions of unbiased consumers who have successfully used Defendants' products or services.

11 442. In truth and in fact, the positive articles and other web pages are not independent
12 reviews reflecting the opinions of unbiased consumers. The positive articles and other web pages
13 were created by Defendants and their agents.

14 443. Therefore, the making of the representation set forth in Paragraph 441 of this
15 Complaint constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act,
16 15 U.S.C. § 45(a).

17 **COUNT VIII**

18 **Failing to Disclose That Defendants Created the Positive**
19 **Articles and Other Web Pages About The Products They Market**

20 444. In numerous instances in connection with the marketing and sale of various
21 products or services, including products to obtain government grants to pay personal expenses and
22 make-money opportunities, Defendants or their agents create and post hundreds of positive
23 articles and other web pages about Defendants' products or services.

24 445. In numerous instances in connection with the positive articles and other web pages
25 described in Paragraph 444, Defendants represent, directly or indirectly, expressly or by
26 implication, that these postings reflect endorsements from individuals who have successfully used
27 Defendants' products or services.
28

1 446. In numerous instances in connection with the representation set forth in Paragraph
2 445, Defendants have failed to disclose, or disclose adequately, that they or their agents created
3 and posted the positive articles and other web pages.

4 447. Defendants' failure to disclose, or to disclose adequately, the material information
5 set forth in Paragraph 446, above, in light of the representation described in Paragraph 445, above,
6 constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C.
7 § 45(a).

8 **COUNT IX**

9 **Defendants' Unfair Billing Practices**

10 448. In numerous instances, Defendants have charged consumers' credit cards or
11 debited consumers' bank accounts without authorization for Forced Upsells that Defendants
12 bundle with the core products sold by them or their marketing partners by using consumers'
13 billing information that Defendants or their marketing partners received when selling core
14 products.

15 449. Defendants' practice of charging consumers' credit cards or debiting consumers'
16 bank accounts without authorization has caused or is likely to cause substantial injury to
17 consumers that is not reasonably avoidable by consumers and is not outweighed by countervailing
18 benefits to consumers or competition.

19 450. Therefore, Defendants' practice as alleged in Paragraphs 448 of this Complaint
20 constitutes an unfair act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

21 **THE ELECTRONIC FUND TRANSFER ACT**
22 **AND REGULATION E**

23 451. Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), provides that a "preauthorized
24 electronic fund transfer from a consumer's account may be authorized by the consumer only in
25 writing, and a copy of such authorization shall be provided to the consumer when made." Section
26 903(9) of EFTA, 15 U.S.C. § 1693a(9), provides that the term "preauthorized electronic fund
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1 transfer” means “an electronic fund transfer authorized in advance to recur at substantially regular
2 intervals.”

3 452. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides that
4 “[p]reauthorized electronic fund transfers from a consumer’s account may be authorized only by a
5 writing signed or similarly authenticated by the consumer. The person that obtains the
6 authorization shall provide a copy to the consumer.”

7 453. Section 205.10 of the Federal Reserve Board’s Official Staff Commentary to
8 Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that “[t]he authorization process should
9 evidence the consumer’s identity and assent to the authorization.” *Id.* ¶ 10(b), cmt 5. The Official
10 Staff Commentary further provides that “[a]n authorization is valid if it is readily identifiable as
11 such and the terms of the preauthorized transfer are clear and readily understandable.” *Id.* ¶ 10(b),
12 cmt 6.

13 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFER ACT**
14 **AND REGULATION E**

15 **COUNT X**

16 454. In numerous instances, Defendants have debited consumers’ bank accounts on a
17 recurring basis without obtaining a written authorization signed or similarly authenticated from
18 consumers for preauthorized electronic fund transfers from their accounts, thereby violating
19 Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R.
20 § 205.10(b).

21 455. In numerous instances, Defendants have debited consumers’ bank accounts on a
22 recurring basis without providing a copy of a written authorization signed or similarly
23 authenticated by the consumer for preauthorized electronic fund transfers from the consumer’s
24 account, thereby violating Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b)
25 of Regulation E, 12 C.F.R. § 205.10(b).

26 456. Pursuant to Section 917 of EFTA, 15 U.S.C. § 1693o(c), every violation of EFTA
27 and Regulation E constitutes a violation of the FTC Act.

1 457. By engaging in violations of EFTA and Regulation E as alleged in Paragraphs 454
2 and 455 of this Complaint, Defendants have engaged in violations of the FTC Act, 15 U.S.C.
3 § 1693o(c).

4 **CONSUMER INJURY**

5 458. Defendants' misrepresentations, deceptive omissions, and unfair billing practices
6 have generated more than \$ [REDACTED] in sales. After refunds and chargebacks, the unreimbursed
7 consumer injury is more than \$ [REDACTED]. Consumers have suffered and will continue to suffer
8 substantial injury as a result of Defendants' violations of Section 5(a) of the FTC Act, 15 U.S.C. §
9 45(a), Section 907(a) of EFTA, 15 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12
10 C.F.R. § 10(b), as set forth above. In addition, Defendants have been unjustly enriched as a result
11 of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants are likely to
12 continue to injure consumers, reap unjust enrichment, and harm the public interest.

13 **THIS COURT'S POWER TO GRANT RELIEF**

14 459. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant
15 injunctive and such other relief as the Court may deem appropriate to halt and redress violations
16 of the FTC Act, EFTA, and Regulation E. The Court, in the exercise of its equitable jurisdiction,
17 may award ancillary relief, including rescission or reformation of contracts, restitution, the refund
18 of monies paid, and the disgorgement of ill-gotten monies, to prevent and remedy any violation of
19 any provision of law enforced by the FTC.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff Federal Trade Commission, pursuant to Section 13(b) of the FTC
22 Act, 15 U.S.C. § 53(b), EFTA, Regulation E, and the Court's own equitable powers, requests that
23 the Court:

24 1. Award the FTC such injunctive and ancillary relief as may be necessary to avert
25 the likelihood of consumer injury during the pendency of this action and to preserve the
26 possibility of effective final relief, including, but not limited to, temporary and preliminary
27 injunctions, asset freeze, and appointment of a receiver;

1 2. Enter a permanent injunction to prevent future violations of the FTC Act, EFTA,
2 and Regulation E by Defendants;

3 3. Award such relief as the Court finds necessary to redress injury to consumers
4 resulting from the Defendants' violations of the FTC Act, EFTA, and Regulation E, including, but
5 not limited to, rescission or reformation of contracts, restitution, the refund of monies paid, and
6 the disgorgement of ill-gotten monies; and

7 4. Award the FTC the costs of bringing this action, as well as any other equitable
8 relief that the Court may determine to be just and proper.

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14
15 Dated: _____, 2010

Respectfully submitted,

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18 WILLARD K. TOM
General Counsel

19
20
21 _____
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22
23
24
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EXHIBIT 130

ST GEORGE

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U.S. DISTRICT COURT
2011 JUN 15 P 4:11
DISTRICT OF UTAH
BY: _____
DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

UNITED STATES OF AMERICA,	:	INDICTMENT
	:	
Plaintiff,	:	18 U.S.C. § 1341 (Mail Fraud)
	:	
v.	:	
	:	Case No.
JEREMY DAVID JOHNSON, and	:	
iWORKS, INC.,	:	
	:	
Defendants.	:	Case: 2:11-cr-00501
	:	Assigned To : Stewart, Ted
	:	Assign. Date : 6/15/2011
	:	Description: USA v.

The Grand Jury charges:

I. GENERAL ALLEGATIONS

A. Background

1. At all times relevant to this Indictment, defendant JEREMY DAVID JOHNSON was an individual residing in St. George, Utah and was the sole owner, officer, and mastermind of defendant iWORKS, INC.

2. At all times relevant to this indictment, defendant iWORKS, INC.

("iWORKS" or "defendant iWORKS") was a company incorporated in Utah in 2000. iWORKS' headquarters was located at 249 East Tabernacle Street, Suite 200, in St. George, Utah and it had a satellite office at 100 Wilshire Blvd, Suite 750, Santa Monica, California. Defendant iWORKS was in the business of Internet sales and marketing and did business under a host of names, including but not limited to Badcustomer.com, Blue Sky Marketing, Bottom Dollar, Business Funding Success, ClickNOffer, Easy Grant Finder, Fast Gov Grants, GrantAcademy.com, GrantCreator.com, Grant Professor, Grant Master, Grant Search, Grant Writer, Internet Economy, JRS Media Solutions, Net Pro Marketing, Online Auction Solutions, On Point Media Solutions, Quick Grant Pro, Raven Media, Rebate Millionaire, SBA, Track it Daily, Websavers, and 501c3.

3. Defendant iWORKS marketed many products, including certain primary, or "core", products. These core products fell primarily, although not exclusively, into two lines: (a) software for securing government grants to pay for personal expenses, and (b) search-engine based money-making schemes. Defendant iWORKS marketed and sold these core products under hundreds of different names, including Cost Smashers, Express Business Funding, Everyday Legal Forms, Fast Funding Solutions, Funding Accelerator, Google Money Profit, Grant Resource Center, Network Agenda, Personal Wealth, and Rebate Millionaire. iWORKS' products were marketed and sold primarily on the Internet.

4. Defendant iWORKS' core products were sold as part of a Negative Option

Continuity Program. A Negative Option Continuity Program is one where a consumer purchases a product and is automatically enrolled in a membership program that results in recurring charges to the consumer's credit card that continue until the consumer cancels the membership.

5. Defendant iWORKS also marketed other products called "forced up-sells." Up-sells are sales of additional products and memberships unrelated to the primary, or core, product being sold. Forced up-sells are products that the defendants automatically bundled with the core product and from which consumers could opt out when signing up for the core product. Defendant iWorks sometimes sold its own product as forced upsells and sometimes sold other on-line sellers' products as forced up-sells on defendant iWorks web sites.

6. Defendant iWORKS also provided many other services to other on-line sellers, including marketing the seller's products, processing their credit card and debit card charges for their products through Defendant iWORKS' merchant accounts, responding to inquiries from payment processors and banks, and handling customer services for these on-line sellers. In numerous instances Defendant iWORKS bundled its products as forced up-sells with the client's core product.

7. Defendant iWORKS also used various payment processors to transact product sales via the Internet. These payment processors included, but were not limited to, First Data, ECHO, Global Payment Systems, Litle & Co., Moneris, Payment Tech,

Trident, and Vital, as well as several independent sales organizations (“ISOs”), including but not limited to CardFlex, RDK, Inc., Merchant eSolutions, Pivotal Payments, PowerPay, and Swipe Merchant Solutions. The ISOs acted as sales agents for the payment processors and merchant banks processing product sales on behalf of defendants JEREMY DAVID JOHNSON and iWORKS via the Internet. Defendants JEREMY DAVID JOHNSON and iWORKS worked with these payment processors and ISOs to obtain numerous merchant bank accounts at various merchant banks, including but not limited to Wells Fargo, N.A., HSBC Bank USA, First Regional Bank, Harris National Association, and Columbus Bank and Trust Company. Defendants JEREMY DAVID JOHNSON and iWORKS used these accounts with the payment processors and merchant banks to process the credit and debit card charges for defendant iWORKS’ sale of products via the Internet.

8. Defendants JEREMY DAVID JOHNSON and iWORKS also operated, through Bottom Dollar, a shell company, i.e. a company without any appreciable assets, the website www.badcustomer.com, which iWORKS identified as an Internet consumer blacklist to which iWORKS claimed to refer customers seeking charge backs, also claiming that referral to www.badcustomer.com would result in blocking the consumers from making any future purchases on-line.

9. Defendant JEREMY DAVID JOHNSON also created companies, including Elite Debit, that used remotely-created payment orders to debit customers’ bank accounts

for defendant iWORKS' product sales.

10. Defendant JEREMY DAVID JOHNSON had signatory authority over numerous accounts at financial institutions containing funds from the sale of iWORKS products.

11. Defendant iWORKS utilized at least 18 active depository accounts in its own name at six different banks. Since 2006, Defendant iWORKS' sale of core products and up-sells (including forced up-sells) and consumer leads has generated more than \$350 million in sales.

B. The Victims

12. The victims include hundreds of thousands of consumers who, because of the fraudulent representations and omissions of the defendants and their co-conspirators, were unaware that when they agreed to a no-risk free trial of a core product and provided billing information for payment of a nominal fee for shipping and handling, such as \$1.99 or \$2.99, instead they were immediately and automatically enrolled in a membership plan, without their knowledge or consent, which resulted in charges to their accounts of a one-time fee of as much as \$189.00 and recurring monthly charges of as much as \$59.96 per month, or were fraudulently charged for forced up-sells without their knowledge or consent, or some other variation of such fraudulent transactions.

13. The victims also included various merchant banks. Merchant banks are financial institutions that have relationships with merchants, such as defendant iWORKS,

for the purpose of allowing the merchants to make sales and accept customer payments via credit and debit card. Merchant banks are affiliated with credit card networks, such as VISA and Mastercard. Merchants and merchant banks are assisted in their relationship by payment processors. Payment processors help to facilitate sales transactions conducted on the Internet. Merchant bank relationships are initiated via applications submitted to merchant banks by merchants and payment processors.

II. THE SCHEME TO DEFRAUD

14. Beginning in about January 2006, and continuing up to January 2011, within the District of Utah and elsewhere, defendants JEREMY DAVID JOHNSON and iWORKS (hereinafter referred to by name or as “the defendants”), and other persons known and unknown to the Grand Jury (hereinafter referred to as “the co-conspirators”) unlawfully, knowingly, and willfully devised a scheme and artifice to defraud and to obtain money from consumers by means of false and fraudulent pretenses, representations, and promises in violation of 18 U.S.C. § 1341(mail fraud), and in execution of the scheme and artifice to defraud consumers and banks, the defendants did the following:

In execution of the scheme and artifice to defraud consumers, the defendants knowingly and unlawfully deposited and caused others to deposit letters, correspondence and other matter to be sent and delivered by U.S. Mail, and took and received therefrom letters, correspondence, and other matter in violation of 18 U.S.C. § 1341.

III. MANNER AND MEANS OF THE SCHEME TO DEFRAUD

False Advertising

15. As a part of the scheme, defendant iWORKS advertised its core products primarily by means of Internet web sites claiming to offer free CD-ROMs (“CDs”) available for the cost of shipping and handling and promising consumers success in using the information on the CDs (a) to obtain “free money” from the government “fast” and “easy” by applying for government grants to pay for personal expenses, such as medical bills, utility bills, home remodeling costs, and home mortgage payments, and (b) to make large amounts of money through Internet search-engine advertising, web-based rebate programs and auctions, and by using newer Internet-based technologies such as Twitter. These advertisements were false and fraudulent in one or more ways, including the following: they (a) falsely described the products, (b) misrepresented the likelihood of success in using the products to obtain the intended results, (c) concealed the true amounts charged to consumers who ordered the products, (d) misrepresented the urgency of ordering the products, (e) contained testimonials that were fabricated and misleading, and (f) failed to disclose that the products were of little, if any, value.

16. Defendant iWORKS’ advertising also failed to disclose, or disclosed in a manner calculated to deceive consumers, that furnishing personally identifiable information on defendant iWORKS’ web site, including credit card information, even if only for the purpose of paying shipping and handling charges, automatically enrolled

consumers in Negative Option Continuity Programs and forced up-sells of other products.

17. Defendant iWORKS also advertised its products by means of spam emails containing false and fraudulent representations similar to those published on Internet web sites.

18. Defendant JEREMY DAVID JOHNSON and the other co-conspirators, among others, created or directed the creation of false advertising on behalf of iWORKS, including the false claims and omissions referred to above.

19. The misrepresentations and omissions in defendant iWORKS' advertising concerned matters that were important to consumers in making a decision whether to order products from defendant iWORKS.

False Testimonials

20. As a part of the scheme, many of defendant iWORKS' advertisements included false testimonials encouraging consumers to claim the benefits of iWORKS' products. The testimonials often included statements proclaiming the effectiveness of products offered by defendant iWORKS, accompanied by a photograph of a person to whom the testimonial was attributed. These testimonials were false and fraudulent in one or more ways, including the following: they (a) were false and wholly fabricated, (b) seriously distorted and exaggerated the truth, (c) were attributed to persons who had not used the products, (d) were attributed to persons who knew nothing about iWORKS or its products, and (e) falsely represented that the products were endorsed by an expert.

21. As a part of the scheme, defendant JEREMY DAVID JOHNSON, together with other co-conspirators, devised and implemented a scheme to fund a limited number of awards to government grant customers from defendant iWORKS' own resources. These awards ranged from in amounts ranging from \$500.00 to as much as \$5,000.00 in order to post testimonials attributed to them on iWORKS' web sites. In the end, some of the recipients of these awards were defendant iWORKS' employees' spouses and children. These testimonials falsely claimed that iWORKS' products could be used successfully to secure government grants for the purpose of paying personal expenses, even though the recipients of these awards had never used the grant product.

22. Defendant JEREMY DAVID JOHNSON and the other co-conspirators, among others, created or directed the creation of false testimonials on behalf of defendant iWORKS, including those referred to above.

23. The misrepresentations and omissions in defendant iWORKS' testimonials concerned matters that were important to consumers in making a decision about ordering products from iWORKS.

Phony Positive Reviews on the Internet

24. When the marketing practices of the defendants and their co-conspirators caused complaining customers to flood the Internet with negative comments about defendant iWORKS' products and marketing practices posted on web sites and blogs, the defendants and their co-conspirators sought to combat these unfavorable comments by

hiring third parties to create and post on the Internet positive articles and web pages. These positive articles and web pages represented, expressly or by implication, that they were independent reviews reflecting the opinions of unbiased consumers who had successfully used iWORKS' products to secure government grants to pay personal expenses or to earn substantial income through money-making programs.

25. In fact, the positive articles and web pages about defendant iWORKS' grant and money-making programs were not independent at all. Rather than reflecting the opinions of iWORKS customers about these grant and money-making products, these reviews were, instead, created by defendants and their co-conspirators and agents and any representations that they were independent, fair, accurate, or unbiased were false.

Continuity and Negative Option Program

26. Defendant iWORKS marketed its core products through a continuity and negative option continuity program where consumers ordered a so-called "free" product such as a CD for securing government grants or a CD for making money and disclosed their credit card billing information for the ostensible purpose of paying a nominal fee, such as \$1.99 or \$2.99, for shipping and handling. As a part of the scheme, however, consumers were then immediately and automatically enrolled by Defendant iWORKS in a membership program without their knowledge or consent in which their credit cards were automatically charged with a one-time fee of as much as \$189.00, as well as recurring membership fees of as much as \$59.95 per month that continued until the consumer

actively canceled membership in the program.

27. Because of the fraudulent advertising on defendant iWORKS' web sites, which was calculated to deceive consumers and conceal information from them, in most, if not all, cases consumers who ordered free products from defendant iWORKS were not aware of (a) their enrollment in the membership program, (b) the one-time fee, (c) the recurring monthly membership fees, or (d) the requirement to cancel the membership to avoid the fees. Pursuant to the scheme, consumers became aware of these fraudulent charges only after receiving credit card statements showing the charges.

28. Defendant JEREMY DAVID JOHNSON and the other co-conspirators, among others, created or directed the creation of defendant iWORKS' Negative Option Continuity Program.

29. The misrepresentations and omissions in defendant iWORKS' Negative Option Continuity Program were matters of importance to consumers in making a decision about ordering products from defendant iWORKS.

Forced Up-sells

30. As a part of the scheme, defendant iWORKS frequently bundled products from its marketing partners with iWORKS' own core products. Once consumers disclosed their credit card billing information for the purpose of ordering one of iWORKS' core products, the partners' products were automatically charged to consumers' credit card accounts as forced up-sells.

31. Defendant iWORKS also arranged for its marketing partners to bundle iWORKS' core products with their own products and, once consumers' credit card billing information was furnished to the marketing partners for purchases of their products, defendant iWORKS' products were automatically charged to consumers' credit cards as forced up-sells.

32. Defendant iWORKS also frequently used its own core products as forced up-sells, automatically enrolling consumers who ordered one core product in a membership program for another core product.

33. These forced up-sells were charged to consumers' credit cards without their knowledge or consent, or were disclosed in a deceptive manner that was calculated to conceal them from consumers, and consumers became aware of them only after receiving credit card statements revealing charges for the forced up-sells.

34. Defendant JEREMY DAVID JOHNSON and the other co-conspirators, among others, created or directed the creation of defendant iWORKS' program of forced up-sells.

35. The misrepresentations and omissions in defendant iWORKS' forced up-sell program were matters of importance to consumers in making a decision about ordering products from iWORKS.

Refund and Charge-back Policy

36. As part of the scheme, and in order to minimize refunds and charge-backs,

defendants and their co-conspirators discouraged consumers from seeking refunds, or charge-backs, of fees fraudulently charged to their credit card accounts. When customers called and complained about unauthorized charges or debits on their statements, demanded cancellation of unauthorized memberships, and demanded refunds of charges, iWORKS' call center representatives attempted to rebut customers' claims and "resell" the memberships and other products. Customers were also notified that they would be reported to an Internet consumer blacklist at www.badcustomer.com, resulting in merchants blocking such customers from making further purchases on-line.

37. In fact, pursuant to the scheme to defraud, the defendants and their co-conspirators and agents themselves owned and operated the web site www.badcustomer.com and any threat that iWORKS' customers who were referred there would be blacklisted and blocked from making further Internet purchases, except perhaps from defendant iWORKS itself, was false.

Fraud in Merchant Bank Relationships

38. In order to conduct credit and debit card sales transactions on the Internet, a merchant, such as defendant iWORKS, is required to have an account, or relationship, with a with a merchant bank. Defendant iWORKS had numerous merchant bank accounts.

39. The continuation of defendant iWORKS' merchant bank relationships depended on limiting charge-backs on defendant iWORKS' product sales. When

iWORKS' charge-back numbers with a merchant bank became too high, the merchant bank levied fines against defendant iWORKS and ultimately terminated the relationship. When a merchant relationship was terminated because of defendant iWORKS' excessive charge-backs, iWORKS was placed on a blacklist called the Terminated Merchant File, or "TMF". Once iWORKS was placed in the TMF, it was much more difficult for iWORKS or any company of which defendant JEREMY DAVID JOHNSON was a principal to open new merchant account with any bank. As more merchant banks terminated their relationship with defendant iWORKS, the company's very survival was threatened.

40. After banks began terminating merchant accounts in the name of defendant iWORKS and other companies of which defendant JEREMY DAVID JOHNSON was an officer and began levying substantial fines against them because of their excessive charge-backs, as part of the scheme defendant JEREMY DAVID JOHNSON directed defendant iWORKS' employees to create numerous new corporations to act as "fronts" for applications for new merchant bank accounts. The establishment of new merchant accounts to replace the terminated ones would allow the defendants and their co-conspirators to continue to process credit and debit card sales of Defendant iWORKS' core products and up-sells and perpetuate the scheme and artifice to defraud.

41. The shell corporations formed to establish fraudulent merchant bank relationships included Blue Streak Processing, Business First, Cold Bay Media, Ebusiness

Success, Ecom Success, Money Harvest, Monroe Processing, Net Commerce, Premier Performance, Pro Internet Services, Revive Marketing, Summit Processing, Tranfirst, Tran Voyage, and Unlimited Processing.

42. These new corporations were nothing more than shell companies with no operations that were formed for the fraudulent purpose of establishing new merchant bank accounts for defendant iWORKS, while concealing iWORKS' participation. The named principals of these shell companies were employees of defendant iWORKS and associates of defendant JEREMY DAVID JOHNSON who acted merely as "straw principals."

COUNT I
18 U.S.C. § 1341
(Mail Fraud)

1. The Grand Jury realleges and incorporates by reference the allegations contained in paragraphs 1-42 above.

2. Beginning in about January 2006 up to January 2011, defendant JEREMY DAVID JOHNSON, acting both alone in his capacity as sole owner of defendant iWORKS and for the benefit of iWORKS and also acting in concert with other persons known and unknown to the Grand Jury, knowingly and willfully devised and intended to devise a scheme and artifice to defraud and to obtain money from consumers by means of false and fraudulent pretenses, representations, and promises in connection with the advertising, marketing, distribution, and sale of products by defendant iWORKS, and for

the purpose of executing and attempting to execute the scheme and artifice to defraud, defendants JEREMY DAVID JOHNSON and iWORKS used and caused to be used the U.S. Mails for, among other things, the shipment of various products to consumers, with the chart below showing such mailings to consumer victims as identified by their initials, on or about the dates set forth below:

Mailing	Shipped from	Shipped on or about	Received on or about	Consumer	Carrier
"Fast Grants" CD	St. George, Utah	October 7, 2009	October 9, 2009	S. J.	U.S. Mail

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In violation of 18 U.S.C. § 1341.

A TRUE BILL:



FOREPERSON OF THE GRAND JURY

CARLIE CHRISTENSEN
United States Attorney



BRENT D. WARD
Trial Attorney, Criminal Division. United States Department of Justice
D. LOREN WASHBURN
ERIC G. BENSON
PAUL D. KOHLER
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EXHIBIT 131

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IN THE UNITED STATES DISTRICT COURT
 DISTRICT OF UTAH, CENTRAL DIVISION

FILED
 U.S. DISTRICT COURT
 2013 MAR -6 P 4:10
 DISTRICT OF UTAH
 BY: DEPUTY CLERK

UNITED STATES OF AMERICA,

Plaintiff,

vs.

JEREMY JOHNSON,
 SCOTT LEAVITT,
 BRYCE PAYNE,
 RYAN RIDDLE,
 LOYD JOHNSTON, and
 I WORKS, INC.,

Defendants.

Case No. 2:11-cr-00501-DN
 SUPERSEDING INDICTMENT

18 U.S.C. § 371 (Conspiracy) (Count 1)
 18 U.S.C. § 1014 (False Statement to Bank)
 (Counts 2-11);
 18 U.S.C. § 1343, 1349 (Wire Fraud) (Counts
 12-32);
 18 U.S.C. § 1344 (Bank Fraud)(Counts 33-45);
 18 U.S.C. § 1005 (Participating in Fraudulent
 Banking Activities (Counts 46-54);
 18 U.S.C. §1956(h) (Conspiracy to Commit
 Money Laundering) (Count 55);
 18 U.S.C. § 1957 (Money Laundering) (Counts
 56-86);

Judge David Nuffer

The Grand Jury charges:

At all times relevant to this Indictment:

THE PARTIES

1. Defendant JEREMY JOHNSON was an individual residing in the area of St. George, Utah, and was the founder, sole owner, president, chief executive officer, and

mastermind of defendant IWORKS, INC. ("IWORKS") and related businesses, including other companies owned and controlled by JEREMY JOHNSON, some of which did business under fictitious business names (called "DBAs"). IWORKS and these related businesses are sometimes referred to in this Indictment as the IWORKS Enterprise.

2. Defendant SCOTT LEAVITT was an individual residing in the area of St. George, Utah, and was a certified public accountant and finance manager for IWORKS and JEREMY JOHNSON. Among the duties LEAVITT performed for IWORKS and JEREMY JOHNSON were keeping the financial books, providing payroll and accounting services, and interacting with banks. LEAVITT was also a signatory on bank accounts for many companies and DBAs that were part of the IWORKS Enterprise.

3. Defendant BRYCE PAYNE was an individual residing in the area of St. George, Utah, and was an employee and at times acted as general manager of IWORKS.

4. Defendant RYAN RIDDLE was an individual residing in the area of St. George, Utah, and was an employee and at times general manager of IWORKS.

5. Defendant LOYD JOHNSTON was an individual residing in the area of St. George, Utah, and was manager of the merchant account department of IWORKS.

6. Defendant IWORKS was a Utah company with its headquarters at 249 East Tabernacle Street, Suite 200, in St. George, Utah. IWORKS was in the business of marketing products on many Internet websites and conducting credit card sales on those websites. IWORKS did business in its own name and in the names of other companies and DBAs. Consumers visited the web sites used by IWORKS and used credit cards to make online purchases of products marketed by IWORKS on those websites.

7. Each of the individual defendants exercised responsibility for and participated in

the acts and practices alleged in this Indictment, including but not limited to the operation of the IWORKS Enterprise, the formation of numerous corporate shells (non-operating companies referred to in this Indictment as “shell companies”) that acted as “fronts” for defendant IWORKS, the establishment of merchant bank accounts for the shell companies, and the transfer of funds between shell company bank accounts and other bank accounts established for the benefit of defendants JEREMY JOHNSON and IWORKS.

BACKGROUND

The Online Credit Card Sales Process

8. Acceptance of Visa and Mastercard credit cards for online sales required IWORKS to establish merchant bank accounts at banks that were members of the Visa/MasterCard network. Without merchant accounts, the IWORKS Enterprise could not accept credit cards for the sale of products online.

9. In order to establish a merchant account, a merchant such as IWORKS must prepare and furnish an application to an agent of the merchant bank.

10. The application must provide truthful information about the merchant and the merchant’s products so the merchant bank’s agent can determine whether the merchant meets the bank’s requirements for establishing a merchant account. This process is called “underwriting” the application.

11. It is important for the merchant to meet the bank’s underwriting requirements to protect credit card holders and the bank from fraud.

12. Once the merchant bank’s agent is satisfied that the merchant meets the bank’s underwriting requirements, the merchant is accepted by the merchant bank and allowed to begin processing credit card sales using the bank’s merchant account.

13. When a credit card sale is made, the cardholder's bank issues an authorization stating the account is in good standing and there is sufficient credit for the purchase; after the authorization is received, the bank holding the company's merchant account credits that account and the money is transferred into the merchant's depository account for the merchant's use.

14. By accepting a merchant and agreeing to process credit card sales for the merchant, a merchant bank also becomes responsible to return credit card charges that are reversed, or "charged back", by customers of the merchant who dispute charges on their credit card bills.

IWORKS' Internet Marketing Program

15. Beginning no later than 2006 and continuing until in or about April 2009, the IWORKS Enterprise maintained merchant accounts at various merchant banks and used them to conduct credit card sales to consumers on the Internet. Defendant JEREMY JOHNSON was named the principal contact on these accounts.

16. Among the products marketed by the IWORKS Enterprise on various IWORKS related Internet websites were a product for obtaining free private and government grants and a money-making product. Websites used by the IWORKS Enterprise made deceptive claims for these products. For example, grant websites lured customers with claims that government grants were available to stop foreclosures, pay down debt, purchase real estate, and pay personal expenses such as medical costs, home business start-up costs, utility bills, home repairs, groceries, emergency expenses, and Christmas presents.

17. IWORKS' grant offers touted the ready availability of government grants to consumers with statements such as "Claim your grant money today", "Billions are given away every year - now you can get your share!", "The secret of finding government money revealed",

“Information worth thousands of dollars - it’s yours now risk free!” and “Millions of dollars are available now!”

18. IWORKS’ grant offers claimed government grants could be secured using “revolutionary grant technology” in the form of “risk free software” on a free CD containing “everything you need to know to obtain your government grant.” The CD was offered to consumers for a nominal amount such as \$2.29 to cover the cost of shipping and handling.

IWORKS’ Credit Card Chargeback Problems

19. Many consumers who ordered IWORKS’ grant CDs found that the CD was not what it was represented to be. They also found that their credit cards had been charged, or debited, not only for the shipping fee, but also for larger amounts for monthly memberships and other products they did not know about or intend to purchase.

20. Many of these IWORKS customers called their banks or credit card companies to dispute the charges and asked to have them charged-back, reversing the process that took place at the time of the credit card sale. This caused the disputed charges to be returned, or credited back to the complaining cardholders’ accounts.

21. In time the IWORKS Enterprise began incurring excessive chargebacks. Two common reasons for excessive chargebacks are misrepresentations made by the merchant during the sales process and failure to adequately disclose important terms of the sale to consumers.

22. Under rules regulating excessive chargebacks, credit card companies began placing IWORKS related companies in chargeback monitoring programs intended to reduce chargebacks.

23. When chargebacks remained high, credit card companies imposed fines and assessments against IWORKS related companies as a further incentive to reduce chargebacks.

During the period 2006-2009 millions of dollars in such fines and assessments were imposed against companies that were a part of the IWORKS Enterprise.

M.A.T.C.H. Listings of Defendants IWORKS and JEREMY JOHNSON

24. In the spring of 2009, after the monitoring program and fines still failed to bring chargebacks under control, merchant banks began placing JEREMY JOHNSON, IWORKS, and related companies on the M.A.T.C.H. list (Member Alert to Control High-risk Merchants), also known as the TMF (Terminated Merchant File), and closed their merchant accounts because of high chargebacks. The M.A.T.C.H. list provides merchant banks with the ability to review risk information about IWORKS and related companies before entering into a merchant agreement. These M.A.T.C.H. listings included the following:

A. American Express placed JEREMY JOHNSON and a JEREMY JOHNSON related company named Market Funding Solutions on the M.A.T.C.H. list on April 19, 2009.

B. HSBC Bank USA placed JEREMY JOHNSON and a JEREMY JOHNSON related company named Market Funding Solutions, DBA Natures Best Acai and NBacai.com, on the M.A.T.C.H. list on April 27, 2009.

C. Harris Bank placed JEREMY JOHNSON and thirteen JEREMY JOHNSON related companies on the M.A.T.C.H. list on May 20, 2009, including companies described as follows: BusinessFund 8004101682, GMP 8007102564, Grant Creator 8006542919, Easy Grant, 8882551241 Grant, www.mygrantsite.net, Quick Grant Pro, www.501C3CD.com, Web Save Club, www.SelfHelpFF.com, ViewGrantBiz.com, WebSaveClubGold.com, and Cost-Mash.com 800978.

D. First Regional Bank placed JEREMY JOHNSON and an IWORKS

related company named I Works, Ltd. on the M.A.T.C.H. list on July 15, 2009.

E. National Bank of California placed JEREMY JOHNSON and a JEREMY JOHNSON related company named Cloud Nine Marketing on the M.A.T.C.H. list on October 21, 2009.

25. The M.A.T.C.H. listings of JEREMY JOHNSON, IWORKS, and related companies made it difficult, if not impossible, for JEREMY JOHNSON and the IWORKS Enterprise to establish new merchant accounts at merchant banks.

26. Without new merchant accounts, JEREMY JOHNSON and the IWORKS Enterprise could not continue selling products to credit card customers on the Internet. The M.A.T.C.H. listings of defendants IWORKS, JEREMY JOHNSON, and related companies therefore severely hampered the business of the IWORKS Enterprise and threatened its survival.

COUNT 1
18 U.S.C. § 371
(Conspiracy)

THE CONSPIRACY

27. The Grand Jury incorporates by reference paragraphs 1 through 26 as if fully stated herein.

28. From in or about April 2009 through in or about January 2011, within the Central Division of the District of Utah, and elsewhere,

JEREMY JOHNSON,
RYAN RIDDLE,
BRYCE PAYNE,
SCOTT LEAVITT,
LOYD JOHNSTON, and
IWORKS, INC.

defendants herein, and others known and unknown to the grand jury, did willfully and knowingly

combine, conspire, confederate, and agree with each other, and with other persons known and unknown to the Grand Jury, to commit offenses against the United States, that is, violations of Title 18, United States Code, Section 1005 (Fraudulent Participation in Banking Activities); Title 18, United States Code, Section 1014 (False Statement to a Bank); Title 18, United States Code, Section 1343 (Wire Fraud), and Title 18, United States Code, Section 1344 (Bank Fraud), all in violation of Title 18, United States Code, Section 371.

OBJECT OF THE CONSPIRACY

29. It was the object of the conspiracy for the defendants, after the M.A.T.C.H. listings of IWORKS and JEREMY JOHNSON and closure of their merchant accounts, fraudulently to obtain new merchant accounts in other names from Wells Fargo in order to continue credit card sales on the Internet and in order to enrich themselves through the following manner and means.

MANNER AND MEANS OF THE CONSPIRACY

30. It was a part of the conspiracy that the defendants, rather than controlling chargebacks, devised and implemented a plan to fraudulently circumvent the M.A.T.C.H. listings of defendants JEREMY JOHNSON and IWORKS by conducting the business of the IWORKS Enterprise under other names.

31. It was a part of the conspiracy that the defendants formed shell companies using company names and company owners other than defendants JEREMY JOHNSON and IWORKS.

32. It was a part of the conspiracy that the shell companies had no legitimate business operations of their own, but were formed as a device to circumvent the M.A.T.C.H. listings of defendants JEREMY JOHNSON and IWORKS; to deceive merchant banks and their agents into

establishing new merchant accounts in the shell companies' names; and to permit the defendants to continue processing credit card sales on the Internet, notwithstanding the M.A.T.C.H. listings.

33. It was a part of the conspiracy that the defendants recruited people to serve as straw owners of the shell companies.

34. It was a part of the conspiracy that these straw owners were friends, family members, and business associates of the defendants and had no role with the shell companies, except to pose as owners of the shell companies.

35. It was a part of the conspiracy that the defendants enlisted about 27 straw owners to form about 300 shell companies and DBAs.

36. It was a part of the conspiracy that the defendants used the straw owners and shell companies and their DBAs to apply for merchant accounts with Wells Fargo.

37. It was a part of the conspiracy that the defendants caused the preparation of numerous applications for new merchant accounts at Wells Fargo providing false and fraudulent statements to Wells Fargo and its agents, and did so by:

- Providing the name of a shell company as the applicant, when the true applicant was IWORKS;
- Giving the name of a straw owner as the owner of the business, when the true owner was JEREMY JOHNSON;
- Stating an address as if it was the location of an operating business, when in truth the applicant was a shell company with no business operations of its own and the address was merely a mail drop;
- Stating a telephone number as if it was a telephone number for an operating business, when in truth the applicant was a shell company with no operations of

its own and the telephone number was for a prepaid cellular phone used just to complete the application;

- Stating a number representing the number of employees of the business, when in truth the business was a shell company with no employees;
- Stating there were no other currently/previously owned businesses associated with the applicant, when in truth the applicant was a part of the IWORKS Enterprise owned and controlled by JEREMY JOHNSON;
- Stating a period of time during which the applicant had been in business, when in truth the applicant had never been an operating business;
- Certifying the truth of the statements on the application, when the application contained false and fraudulent statements;
- Stating that the applicant's web page accompanied the application, when in truth the included web page was a "dummy" web page that was not actually used to conduct sales on the Internet, was misleading, and was used by IWORKS to conceal from Wells Fargo and its agents the web page that IWORKS actually used to conduct sales;
- Providing web site URLs, passwords, and domain names of the applicant, when in truth they were used by IWORKS to deceive and mislead Wells Fargo and its agents and conceal the truth from them;
- Stating that merchant statements from previous processing were included, when in truth no such statements were provided, or the statements provided were not for previous processing by the named applicant; and
- Providing a personal guarantee by the straw owner, when in truth the straw owner

had insufficient credit to guarantee the merchant application and did not intend to do so.

38. It was a part of the conspiracy that the defendants made and caused to be made these false and fraudulent statements on the shell company merchant applications to induce Wells Fargo and its agents to open new merchant accounts in the names of the shell companies and their DBAs.

39. It was a part of the conspiracy that the defendants caused these false and fraudulent merchant applications to be submitted to CardFlex, Inc., an agent of Wells Fargo located in Costa Mesa, California, to influence CardFlex, Inc. to approve new merchant accounts for the shell companies on behalf of Wells Fargo.

40. It was a part of the conspiracy that Wells Fargo established new merchant accounts for the shell companies based on these false and fraudulent merchant account applications.

41. It was part of the conspiracy that the defendants caused the creation of new web sites for the shell companies and caused products formerly sold by IWORKS to be sold on those websites under new names, which is a process sometimes called "rebranding".

42. It was a part of the conspiracy that the defendants formed shell companies, recruited straw owners, set up shell company websites, caused the preparation of false and fraudulent merchant account applications, established merchant accounts, and marketed and sold rebranded IWORKS products on the shell company websites, all with a purpose to conceal from Wells Fargo and its agents the true ownership and control of the shell companies.

43. It was a part of the conspiracy that in truth and in fact the shell companies and their websites were owned and controlled by defendant JEREMY JOHNSON.

44. Because the rebranded products marketed by the shell companies and processed through the shell companies' merchant accounts were the same products previously marketed by the IWORKS Enterprise, and because they were marketed in the same manner as products previously marketed by the IWORKS Enterprise, chargebacks in the shell companies' merchant accounts increased over time.

45. It was a part of the conspiracy that when chargebacks in shell company merchant accounts reached excessive levels, the defendants caused those company merchant accounts to be terminated, caused new merchant accounts to be opened at Wells Fargo in the names of other shell companies, and caused rebranded IWORKS products to be sold in the new accounts. In this manner, the defendants repeatedly "burned" and "churned" shell company merchant accounts in order to deceive Wells Fargo and continue Internet sales.

OVERT ACTS

46. In furtherance of the conspiracy and in order to accomplish its objectives, within the District of Utah and elsewhere, the defendants committed, and caused to be committed, the following overt acts:

A. On or about April 28, 2009, defendant LOYD JOHNSTON sent an email to defendant RIDDLE, with a copy to defendant LEAVITT, stating that setting up new corporations in other peoples' names "will only work if the acquiring bank doesn't recognize IWORKS."

B. April 30, 2009, defendant LOYD JOHNSTON emailed defendant RIDDLE describing the requirements for setting up new corporations in new names.

C. On or about May 11, 2009, defendant JEREMY JOHNSON sent a text message to defendant LOYD JOHNSTON stating "I am going to send u a list of people to open

corporations in their name.”

D. On or about May 11, 2009, defendant JEREMY JOHNSON instructed defendant LOYD JOHNSTON in a text message that new merchant accounts were needed “without my name on them.”

E. On or about May 12, 2009, defendant LOYD JOHNSTON emailed defendant RIDDLE a recap of a May 11, 2009, text conversation between defendants JEREMY JOHNSON and LOYD JOHNSTON relating to the formation of shell companies in other peoples’ names.

F. On or about June 10, 2009, defendants RIDDLE and LOYD JOHNSTON co-authored an email sent by defendant RIDDLE to defendant JEREMY JOHNSON, with copies to defendants LEAVITT, PAYNE, and LOYD JOHNSTON, and addressed to “Jeremy/All” stating “what you see below is a current snapshot of the proposed processing plan going forward for IWORKS.”

G. In his June 10, 2009, email RIDDLE stated that the new processing plan “will require 5 different accounts . . . and [e]ach of these accounts will have their own corporation” RIDDLE also said that “[t]he 5 corporations are being set up in names other than Jeremy’s (we will be using these three people . . S.M., A.J., and L.H. – 2 corps for A.[J.], 2 corps for S.[M.] and 1 corp for L.[H.]) [W]e have 2 of these corps in progress as CA companies and the others will be set up in Nevada. We will be setting up additional corporations to be available for additional accounts/programs as they come up for IWORKS Core processing needs. These ‘additional’ corps will be set up under any of the three names previously mentioned unless Jeremy provides any new names. I will follow up with Jeremy to see if there are any additional names at this point, or see if he wants me to continue forward simply by using the ones he’s

provided.”

H. In the same June 10, 2009, email, defendant RIDDLE asks the other defendants whether the proposed processing plan will “tip anyone over at Merituys or the bank?”

I. On or about June 24, 2009, defendant JEREMY JOHNSON emailed defendant RIDDLE about the proposed processing plan, saying “I am ok with this but I still want back up merchant accounts (even if we just use them a tiny bit to keep them open) and I want many different corps so all the processing is broken out in many places and I want the ability to put shit processing in one of those corps not tied to us at all knowing full well it will blow up in a few months. But I am 100% with you on your plan but I want this stuff too even if we never use it.”

J. On or about May 19, 2009, the defendants caused Razor Processing, Inc. to file articles of incorporation in the State of California listing S.M. as owner.

K. On or about July 10, 2009, the defendants caused Razor Processing, Inc. to apply for a checking account at Town & Country Bank of St. George, Utah, listing defendants LEAVITT and S.M. as signatories.

L. On or about September 29, 2009, the defendants caused Razor Processing, Inc. to apply to a UPS store in Apple Valley, California for a mail drop address. The application listed S.M. as the customer.

M. On or about October 29, 2009, an employee of IWORKS faxed or emailed a Wells Fargo merchant application for Razor Processing, Inc., DBA Click Money 4 Profit, from IWORKS’ office in St. George, Utah to Mach 1 Merchanting, LLC’s office in Idaho Falls, Idaho.

N. On or about June 12, 2009, the defendants caused Lifestyles for Fitness, Inc. to file articles of incorporation in the State of Nevada listing M.H. as owner.

O. In or about June, 2009, the defendants caused Lifestyles for Fitness, Inc. to apply for a mail drop address in Nevada. The application listed M.H. as the customer.

P. On or about July 1, 2009, the defendants caused Lifestyles for Fitness, Inc. to apply for a checking account at Far West Bank of St. George, Utah listing M.H. as a signatory.

Q. On or about July 11, 2009, an employee of IWORKS faxed or emailed a Wells Fargo merchant application for Lifestyles for Fitness, Inc., DBA Big Money Search, from IWORKS' office in St. George, Utah, to Mach 1 Merchanting, LLC's office in Idaho Falls, Idaho.

R. On or about August 18, 2009, the defendants caused eCom Success, Inc. to file articles of incorporation in the State of Delaware listing defendant LOYD JOHNSTON as incorporator.

S. On or about September 3, 2009, the defendants caused eCom Success, Inc. to apply to a UPS store in Middletown, Delaware, for a mail drop address. The application listed defendant LOYD JOHNSTON as the applicant.

T. On or about October 7, 2009, the defendants caused eCom Success, Inc. to apply for a checking account at Town & County Bank of St. George, Utah, listing defendants LEAVITT and JOHNSTON as signatories.

U. On or about October 29, 2009, an employee of IWORKS faxed or emailed a Wells Fargo merchant application for eCom Success, Inc., DBA Quick Grants Now, from IWORKS' office in St. George, Utah, to Mach 1 Merchanting, LLC's office in Idaho Falls, Idaho,

all in violation of Title 18, United States Code, Section 371.

COUNTS 2-11
18 U.S.C. § 1014
(False Statement to Bank)

47. The Grand Jury incorporates by reference paragraphs 1 through 46 as if fully set forth herein and charges that:

48. On or about the dates listed in the chart below, in the Central Division of the District of Utah, and elsewhere,

**JEREMY JOHNSON,
SCOTT LEAVITT,
BRYCE PAYNE,
RYAN RIDDLE,
LOYD JOHNSTON, and
IWORKS, INC.**

defendants herein, aided and abetted by each other, did knowingly make false statements on merchant account applications, for the purpose of influencing the actions of Wells Fargo Bank, an institution the accounts of which are insured by the Federal Deposit Insurance Corporation, in that the defendants stated and caused to be stated false information for the following entries on each of the merchant account applications listed in the chart below:

- Number of employees
- Other currently/previously owned businesses
- Number of years in business
- Owner/Officer certification
- Web page
- Web site URLs, Passwords, and Domain Names
- Months of merchant statements from previous processing,

when in truth and in fact, as defendants well knew, such statements on the merchant account

applications were false:

Count	Shell Company	DBA	Owner	App. Date
2	GGL Rewards	Placing Ads Now	S.M.	07/09/2009
3	GGL Rewards	ClickMoneyShop.com	S.M.	07/09/2009
4	GGL Rewards	Ads 4 Profits	S.M.	07/09/2009
5	GGL Rewards	Advertising 4 Money	S.M.	07/09/2009
6	Business Loan Success	Alternative Funding	S.M.	07/15/2009
7	Business Loan Success	My Alternative Funds	S.M.	08/18/2009
8	Net Business Success	Be a Rebate Millionaire	M.J.	02/03/2010
9	Balance Processing	Web Search Profit By Clicking	T.J.	03/05/2010
10	Net Fit Trends	Premium Grant Returns	R.J.	03/10/2010
11	Net Fit Trends	My Rebate Mill	M.S.	03/26/2010

all in violation of Title 18, United States Code, Sections 1014 and 2.

COUNTS 12-32
18 U.S.C. § 1343
(Wire Fraud)

49. The Grand Jury incorporates by reference paragraphs 1 through 48 as if fully stated herein.

50. On or about the dates listed in the chart below, within the Central Division of the District of Utah, and elsewhere,

JEREMY JOHNSON,
RYAN RIDDLE,
BRYCE PAYNE,
SCOTT LEAVITT,
LOYD JOHNSTON, and
IWORKS, INC.,

the defendants herein, aided and abetted by each other, knowingly devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and, for the purpose of executing

the scheme and attempting to do so, caused the transmission of writings, signs, and signals in interstate and foreign commerce, with each such wire transmission being a separate count of the

Indictment:

Count	Date of Wire Transmission (on or about)	Description of Wire Transmission in Interstate Commerce and Location of Sender and Recipient
12	07/05/2009	Wire transmission of a Merchant Account Application for Funding Success, DBA Fast Government Grants, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
13	07/09/2009	Wire transmission of a Merchant Account Application for GGL Rewards, DBA Advertising 4 Money, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
14	07/10/2009	Wire transmission of a Merchant Account Application for Lifestyles for Fitness, DBA My Ad Bonus, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
15	07/10/2009	Wire transmission of a Merchant Account Application for Lifestyles for Fitness, DBA Place Your Ad Now, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
16	07/15/2009	Wire transmission of a Merchant Account Application for Business Loan Success, DBA Alternative Funding, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
17	08/10/2009	Wire transmission of a Merchant Account Application for eBusiness First, DBA Grant Query, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
18	08/10/2009	IWORKS (Utah) faxed or emailed a Merchant Account Application for eBusiness First, DBA Ask 4 Grants, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
19	08/10/2009	Wire transmission of a Merchant Account Application for eBusiness First, DBA Grant Endeavor, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
20	08/10/2009	Wire transmission of a Merchant Account Application for eBusiness First, DBA Hunt 4 Grants, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
21	08/18/2009	Wire transmission of a Merchant Account Application for Business Loan Success, DBA My Alternative Funds, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
22	10/01/2009	Wire transmission of a Merchant Account Application for eCom Success, DBA Grant Success Fast, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
23	10/28/2009	Wire transmission of a Merchant Account Application for eCom Success, DBA My Fast Grant Help, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)

24	10/28/2009	Wire transmission of a Merchant Account Application for eCom Success, DBA Grant Cash Quick, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
25	10/29/2009	Wire transmission of a Merchant Account Application for eCom Success, DBA Quick Grants Now, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
26	10/29/2009	Wire transmission of a Merchant Account Application for Razor Processing, DBA Click 4 Money Your Way, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
27	10/29/2009	Wire transmission of a Merchant Account Application for Razor Processing, DBA Click 4 Money My Way, by IWORKS (Utah) to Mach 1 Merchanting, LLC (Idaho)
28	02/03/2010	Wire transmission of a Merchant Account Application for Net Business Success, DBA Get Trim Moves, by IWORKS (Utah) to Blaze Processing (Idaho)
29	02/03/2010	Wire transmission of a Merchant Account Application for Net Business Success, DBA Be a Rebate Millionaire, by IWORKS (Utah) to Blaze Processing (Idaho)
30	03/04/2010	Wire transmission of a Merchant Account Application for Funding Success, DBA My Clicking Payday, by IWORKS (Utah) to Blaze Processing (Idaho)
31	03/26/2010	Wire transmission of a Merchant Account Application for Net Fit Trends, DBA Alternative Funds for You, by IWORKS (Utah) to Blaze Processing (Idaho)
32	03/29/2010	Wire transmission of a Merchant Account Application for Net Fit Trends, DBA Rebate Millionaire Today, by IWORKS (Utah) to Blaze Processing (Idaho)

all in violation of Title 18, United States Code, Sections 1343, 1349 and 2.

COUNTS 33-45
18 U.S.C. § 1344(2)
(Bank Fraud)

51. The grand jury incorporates by reference paragraphs 1 through 50 as if fully stated herein.

52. From in or about April 2009 through in or about January 2011, within the Central Division of the District of Utah, and elsewhere,

JEREMY JOHNSON,
RYAN RIDDLE,
BRYCE PAYNE,

**SCOTT LEAVITT,
LOYD JOHNSTON, and
IWORKS, INC.,**

the defendants herein, aided and abetted by each other, executed and attempted to execute a scheme and artifice to obtain moneys, funds, credits, assets, securities, and other property owned by or under the custody or control of Wells Fargo Bank, a financial institution the accounts of which are insured by the Federal Deposit Insurance Corporation, by means of materially false and fraudulent pretenses, representations, and promises, in that the defendants submitted and caused to be submitted fraudulent merchant account applications to Wells Fargo Bank for the purpose of establishing merchant accounts for processing online credit card sales, and caused such sales to be processed using the fraudulently established merchant accounts, with each such application listed below being a separate count of the Indictment:

Count	Shell Company	DBA	Owner	App. Date
33	Lifestyles for Fitness	My Ad Bonus	M.H.	07/10/2009
34	Lifestyles for Fitness	Advertising Perks	M.H.	07/10/2009
35	Lifestyles for Fitness	Big Money Search	M.H.	07/10/2009
36	Lifestyles for Fitness	Place Your Ad Now	M.H.	07/10/2009
37	Funding Success	Fast Government Grants	A.J.	07/15/2009
38	Funding Success	Pad My Wallet	A.J.	07/20/2009
39	Funding Success	Capital Cushion Pro	A.J.	07/20/2009
40	Funding Success	Money Finder 4 You	A.J.	07/20/2009
41	Razor Processing	Click 4 Money Your Way	S.M.	10/29/2009
42	Razor Processing	Try Clicking for Money	S.M.	10/29/2009
43	Razor Processing	Click Money 4 Profit	S.M.	10/29/2009
44	Razor Processing	Click 4 Money My Way	S.M.	10/29/2009
45	Razor Processing	Click Money for You	S.M.	10/29/2009

all in violation of Title 18, United States Code, Sections 1344(2) and 2.

COUNTS 46-54
18 U.S.C. § 1005
(Participation in Fraudulent Banking Activities)

53. The Grand Jury incorporates by reference paragraphs 1 through 52 as if fully stated herein.

54. On or about the dates specifically listed in the chart below, in the Central Division of the District of Utah, and elsewhere,

**JEREMY JOHNSON,
 RYAN RIDDLE,
 BRYCE PAYNE,
 SCOTT LEAVITT,
 LOYD JOHNSTON, and
 IWORKS, INC.,**

defendants herein, aided and abetted by each other, knowingly and with the intent to defraud Wells Fargo Bank, a bank the deposits of which are insured by the Federal Deposit Insurance Corporation, participated and shared in and received (directly and indirectly) money, profit, property, and benefits through an act, transaction, and contract of Wells Fargo Bank, in that the defendants, by fraudulent means, secured merchant accounts at Wells Fargo Bank and benefitted from the processing of payments for online credit card sales using the merchant accounts:

Count	Shell Company Recipient	DBA	Bank	Date	Amount
46	eCom Success	Grant Cash Quick	Town & Country Acct # 3123	03/03/2010	\$9,277.30
47	eCom Success	My Fast Grant Help	Town & Country Acct # 3123	02/10/2010	\$12,754.81
48	eCom Success	Your Grant Funds	Town & Country Acct # 3123	12/04/2010	\$11,771.83
49	eCom Success	Quick Grants Now	Town & Country Acct # 3123	03/03/2010	\$8,912.75

50	eCom Success	Grant Success Fast	Town & Country Acct # 3123	02/22/2010	\$14,385.54
51	eBusiness First	Grant Query	Zions Acct # 6751	11/23/2009	\$35,722.50
52	eBusiness First	Ask 4 Grants	Zions Acct # 6751	10/04/2010	\$6,530.64
53	eBusiness First	Grant Endeavor	Zions Acct # 6751	09/08/2009	\$5,746.79
54	eBusiness First	Hunt 4 Grants	Zions Acct # 6751	10/02/2009	\$30,282.53

all in violation of Title 18, United States Code, Sections 1005 and 2.

COUNT 55
18 U.S.C. § 1956(h)
(Conspiracy to Commit Money Laundering)

55. The Grand Jury incorporates by reference paragraphs 1 through 54 as if fully stated herein.

THE CONSPIRACY

56. Beginning in or about April 2009 through in or about January 2011, within the Central Division of the District of Utah and elsewhere,

**JEREMY JOHNSON,
SCOTT LEAVITT,
BRYCE PAYNE,
RYAN RIDDLE, and
LOYD JOHNSTON,**

defendants herein, did knowingly combine, conspire, and agree with each other, and with other persons known and unknown to the Grand Jury, to commit offenses against the United States, to wit:

(a) to knowingly conduct and attempt to conduct financial transactions affecting interstate commerce and foreign commerce, which transactions involved the proceeds of specified unlawful activity, that is, participation in fraudulent banking activities in violation of 18 U.S.C. § 1005, and bank fraud in violation of 18 U.S.C. § 1344, while knowing that the transactions were designed in whole or in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specified unlawful activity, and that while conducting and attempting to conduct such financial transactions, knew that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, all in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and

(b) to knowingly engage and attempt to engage, in monetary transactions by, through or to a financial institution, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, that is the transfer, transportation, and delivery of money, as well as additional financial transactions in the form of the deposit and subsequent withdrawal of money into and from accounts at financial institutions, electronic transfers between bank accounts, and domestic wire transfers initiated from bank accounts, such property having been derived from a specified unlawful activity, that is, participation in fraudulent banking activities in violation of 18 U.S.C. § 1005 and bank fraud in violation of 18 U.S.C. § 1344, all in violation of Title 18, United States Code, Section 1957.

OBJECT OF THE CONSPIRACY

57. The object of the conspiracy was to conceal and disguise the location, source, ownership, and control of proceeds derived from credit card sales that were processed through fraudulently obtained merchant bank accounts and to transfer, distribute, and spend the proceeds

of those credit card sales for the benefit of the defendants through the following manner and means.

MANNER AND MEANS OF THE CONSPIRACY

58. The Grand Jury incorporates by reference paragraphs 1 through 57 as if fully stated herein.

59. It was a part of the conspiracy that the defendants caused credit card sales revenue generated in the fraudulent shell company merchant accounts to be deposited into shell company depository accounts owned and controlled by IWORKS and defendant JEREMY JOHNSON at various banks, including Far West Bank, Zions Bank, and Town & Country Bank.

60. It was a part of the conspiracy that the defendants caused funds in the shell company depository accounts at the above banks to be transferred, diverted and redistributed to other bank accounts owned or controlled by IWORKS and JOHNSON, or to other parties for the benefit of the defendants, for the purpose of concealing and disguising the nature, location, source, ownership, and control of such funds, and for distributing the funds for the defendants' financial benefit,
all in violation of 18 U.S.C. § 1956(h).

COUNTS 56-86
18 U.S.C. § 1957
(Money Laundering)

61. The Grand Jury incorporates by reference paragraphs 1 through 60 as if fully stated herein.

62. On or about the dates listed in each count below, within the Central Division of the District of Utah and elsewhere,

**JEREMY JOHNSON,
SCOTT LEAVITT,
BRYCE PAYNE,
RYAN RIDDLE,
LOYD JOHNSTON,
and IWORKS, INC.,**

defendants herein, did knowingly engage in, and aided and abetted, counseled, commanded, induced, and procured, the following monetary transactions involving funds that were proceeds of criminally derived property and had a value in excess of \$10,000, and was derived from a specified unlawful activity, with each such transaction constituting a separate count in this Indictment, as set forth in the chart below:

Count	Transfer Date	Transferred From	Amount	Transferred To
56	10/2/2009	Lifestyles For Fitness Far West Bank # 0126	\$100,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
57	10/9/2009	Lifestyles For Fitness Far West Bank # 0126	\$70,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
58	10/2/2009	GGL Rewards Far West Bank # 0135	\$100,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
59	10/9/2009	GGL Rewards Far West Bank # 0135	\$70,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
60	11/20/2009	GGL Rewards Far West Bank # 0135	\$40,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
61	8/3/2009	Funding Success Far West Bank # 0125	\$250,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
62	8/17/2009	Funding Success Far West Bank # 0125	\$50,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
63	8/19/2009	Funding Success Far West Bank # 0125	\$50,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943

64	9/30/2009	Funding Success Far West Bank # 0125	\$60,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
65	9/28/2009	Funding Success Far West Bank # 0125	\$150,000	IWorks, Inc. DBA Blue Sky Marketing Far West Bank # 3943
66	3/26/2010	Net Business Success Zions Bank # 7320	\$200,000	Check to IWorks, Inc. Far West Bank # 3943
67	4/6/2010	Net Business Success Zions Bank # 7320	\$100,000	Check to IWorks, Inc. Far West Bank # 3943
68	4/8/2010	Net Business Success Zions Bank # 7320	\$200,000	Check to IWorks, Inc. Far West Bank # 3943
69	4/18/2010	Net Business Success Zions Bank # 7320	\$150,000	Check to IWorks, Inc. Far West Bank # 3943
70	4/22/2010	Net Business Success Zions Bank # 7320	\$550,000	Check to U.S. Treasury
71	10/2/2009	eBusiness First Zions Bank # 6751	\$50,000	Check to IWorks, Inc. Far West Bank # 3943
72	10/6/2009	eBusiness First Zions Bank # 6751	\$60,000	Check to IWorks, Inc. Far West Bank # 3943
73	10/8/2009	eBusiness First Zions Bank # 6751	\$100,000	Check to IWorks, Inc. Far West Bank # 3943
74	11/18/2009	eBusiness First Zions Bank # 6751	\$100,000	Check to IWorks, Inc. Far West Bank # 3943
75	12/31/2009	eBusiness First Zions Bank # 6751	\$80,000	Check to IWorks, Inc. Far West Bank # 3943
76	12/10/2009	Razor Processing Town & Country # 2620	\$200,000	IWorks, Inc. Town & Country # 0301
77	12/17/2009	Razor Processing Town & Country # 2620	\$175,000	IWorks, Inc. Town & Country # 0301
78	12/31/2009	Razor Processing Town & Country # 2620	\$175,000	IWorks, Inc. Town & Country # 0301
79	12/31/2009	Razor Processing Town & Country # 2620	\$65,000	Check to IWorks, Inc. Far West Bank # 3943
80	4/22/2010	Razor Processing Town & Country # 2620	\$75,000	Check to U.S. Treasury
81	12/10/2009	eCom Success Town & Country # 3123	\$100,000	IWorks, Inc. Town & Country # 0301
82	12/17/2009	eCom Success Town & Country # 3123	\$70,000	IWorks, Inc. Town & Country # 0301

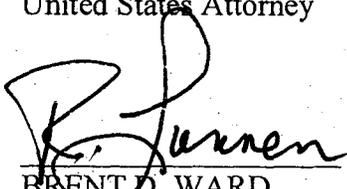
83	1/25/2010	eCom Success Town & Country # 3123	\$125,000	Wire to IWorks, Inc. Far West Bank # 3943
84	12/31/2009	eCom Success Town & Country # 3123	\$50,000	Check to IWorks, Inc. Far West Bank # 3943
85	3/15/2010	eCom Success Town & Country # 3123	\$250,000	IWorks, Inc. Town & Country # 0301
86	4/22/2010	eCom Success Town & Country # 3123	\$200,000	Check to U.S. Treasury

all in violation of Title 18 United States Code, Section 1957 (a)(1) and 2.

A TRUE BILL:


FOREPERSON

DAVID B. BARLOW
United States Attorney



BRENT D. WARD
Trial Attorney, Criminal Division
U.S. Department of Justice
ROBERT C. LUNNEN
Assistant United States Attorney
JASON R. BURT
Assistant United States Attorney

EXHIBIT 132

From: john.swallow1@me.com
Sent: Wednesday, October 13, 2010 11:12 AM
To: Lee McCullough <lee@lsmlaw.net>
Subject: New company

Lee:

Please form a new LLC with the same ownership as my other one (IAWARE PRODUCTS ENTERPRISES, LLC).

It should be owned 100 percent by SSV Management LLC which is owned by the Super Seven Trust.

Please have yourself as registered agent on all the companies. I understand there will be a \$100 annual fee for this.

The new LLC should be named "P Soutions, LLC". I also need a tax I'd number. I understand that the fee for this will be \$375.00.

I have spoken with Michael Cahill and he has sent me an invoice. I have got to tell you that \$2k per year seems pretty steep for his help. Maybe you can help me understand that.

Thanks for your help.

John
Sent from my Verizon Wireless BlackBerry

EXHIBIT 133

MOUNTAIN AMERICA CREDIT UNION

Sandy Branch
1284 E 10600 S
SANDY, UT 84094
Teller Number: 0255
Date: 11/24/10
Transaction Time: 1:55pm
Effective Date: 11/24/10
Account Number: *****
Member Name: P SOLUTIONS, LLC

Sequence Number: 2439443
Deposit to BUSINESS CHECKING 50
Transaction Amount: 8,475.00
New Balance: 8,475.00
Available Bal: 0.00

Sequence Number: 2439444
Deposit to PRIMARY SAVINGS 01
Transaction Amount: 25.00
New Balance: 25.00
Available Bal: 0.00
Check hold to be released 12/02/10
due to New Account
Amount held: 8,475.00
Check hold to be released 12/02/10
due to New Account
Amount held: 25.00

Check Received
Amount: 8,500.00

CONFIDENTIAL

JS000064

EXHIBIT 134

Exhibit Available In Electronic Form Only

(Click on Links Below To Access Audio Files)

134-A	134-R
134-B	134-S
134-C	134-T
134-D	134-U
134-E	134-V
134-F	134-W
134-G	134-X
134-H	134-Y
134-I	134-Z
134-J	134-AA
134-K	134-BB
134-L	134-CC
134-M	134-DD
134-N	134-EE
134-O	134-FF
134-P	134-GG
134-Q	134-HH

EXHIBIT 135

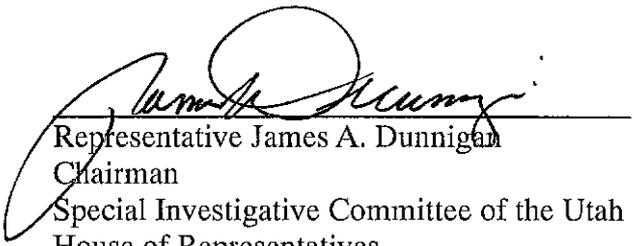
SUBPOENA FOR DOCUMENTS AND INFORMATION

To: Office of the Utah Attorney General
Utah State Capitol Complex
350 North State Street, Suite 230
Salt Lake City, UT 84114-2320

Pursuant to the authority of the Special Investigative Committee of the Utah House of Representatives pursuant to Utah Code Ann. §§ 36-14-1 *et seq.*, you are hereby commanded to produce by Five O'Clock p.m. (5:00 p.m.) on October 11, 2013 the documents and information set forth herein in Schedule A. The documents and information sought herein should be delivered to the Special Investigative Committee, c/o John L. Fellows, General Counsel, Office of Legislative Research and General Counsel, Utah State Capitol Complex, House Building Suite W210, Salt Lake City, UT 84114.

Any contumacy or failure to obey this subpoena may subject you to sanctions and penalties under the law.

Given under my hand, by authority vested in me, this 25th day of September, 2013.


Representative James A. Dunnigan
Chairman
Special Investigative Committee of the Utah
House of Representatives

SCHEDULE A

Documents and Information to be Produced

1. All documents referring or relating to the performance or requested performance of personal services by any employee of the Office of the Attorney General for John Swallow or any member of his family.
2. All documents referring or relating to the use of official Office of the Attorney General resources by John Swallow or any member of his family for purposes unrelated to official business of the Office of the Attorney General.
3. All documents referring or relating to the policy or practice of the Office of the Attorney General with respect to whether non-career service personnel may engage in private business endeavors for compensation during normal State business hours.
4. All documents referring or relating to the use or requested use by John Swallow or any member of his family of a boat, plane or helicopter controlled by Jeremy Johnson or his wife, Sharla Johnson, or any entity affiliated with either of them.
5. All documents referring or relating to food, lodging, entertainment or travel provided or requested to be provided to John Swallow or to any member of his family by any person or entity that, at the time, was the subject of an official review of any kind by the Office of the Attorney General or that, at the time, had administrative, civil or criminal litigation pending with the State of Utah.
6. All communications between any personnel of the Office of the Attorney General and any of the following:
 - a. Jeremy Johnson; any personnel of I Works, Inc.; or any personnel of any other entity affiliated with Jeremy Johnson;
 - b. Marc Sessions Jenson or any personnel of any entity affiliated with him;
 - c. Jason Powers or any personnel of any entity affiliated with him;
 - d. Tim Lawson or any personnel of any entity affiliated with him;
 - e. Rob Stahura or any personnel of any entity affiliated with him;
 - f. Richard Rawle; any representative of the Estate of Richard Rawle; any personnel of RMR Consulting, LLC; or any personnel of Tosh, Inc., or any entity affiliated with it, including, but not limited to, Check City Check Cashing;
 - g. Jay Brown; any personnel of Brown, Brown & Premsrirut; or any personnel of any other entity affiliated with Jay Brown;

- h. Tim Rupli; any personnel of T.R. Rupli & Associates; or any personnel of any other entity affiliated with Tim Rupli;
 - i. Aaron Christner; Ryan Jenson; or any personnel of any entity affiliated with either of them.
- 7. All calendars that reflect appointments for John Swallow, including, but not limited to, desk calendars, electronic calendars, day planners or wall calendars.
- 8. All documents referring or relating to the Office of the Attorney General's document retention policies, including, but not limited to, any document retention policies applicable to electronic documents or electronically stored information.
- 9. All documents referring or relating to any document retention procedures put into place by the Office of the Attorney General because of the pendency or anticipated pendency of investigations of Attorney General Swallow by the Special Investigative Committee of the Utah House of Representatives, the Utah Lieutenant Governor's Office, any Utah State criminal prosecuting authority, the U.S. Department of Justice or any United States Attorney's Office.
- 10. All documents produced to the Utah Lieutenant Governor's Office, any Utah State criminal prosecuting authority, the U.S. Department of Justice or any United States Attorney's Office, in connection with their respective investigations of Attorney General Swallow.
- 11. All documents referring or relating to the policy or practice of the Office of the Attorney General with respect to the use by non-career service personnel of personal email to conduct official business of the Office of the Attorney General.

Instructions

- 1. The time period applicable to these requests is December 1, 2009 to the date of this subpoena.
- 2. The documents and information subpoenaed includes all that is in your custody, control or possession, or within your right of custody, control or possession.
- 3. To the extent practicable, documents shall be produced in a searchable electronic format (such as delimited text with images and native files, or searchable PDF format). Audio and video files shall be produced in their native format. All materials provided in response to this subpoena shall contain a unique identifying number, irrespective of format.

Definitions

1. “**Communication**” means the transmission of information to an identified person or about an identified subject in any format or medium, including, but not limited to, the following: hard copy documents; electronic documents and all other electronically stored information, including, but not limited to, electronic mail, text messages or instant messages; photographs; or audio or video recordings.
2. “**Document**” means any written, recorded or graphic matter in any format or medium, including, but not limited to, the following: hard copy documents; electronic documents and all other electronically stored information, including, but not limited to, electronic mail, text messages or instant messages; photographs; or audio or video recordings.
3. “**Non-career service personnel**” means any personnel of the Office of the Attorney General who do not fall within the definition of a career service employee set forth in Utah Code Ann. § 67-19-15.
4. “**Personal services**” mean services performed by personnel of the Office of the Attorney General that are outside the scope of their official duties.
5. “**Referring or relating to**” means pertaining in any way to the identified person or subject.

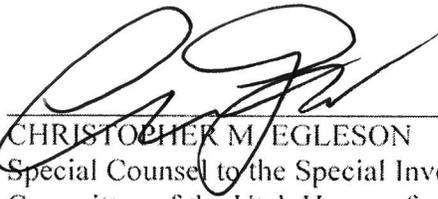
EXHIBIT 136

STIPULATION RE: PRODUCTION OF DOCUMENTS

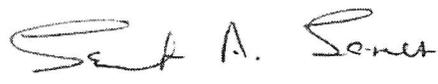
This stipulation sets forth the agreement between John Swallow (“Mr. Swallow”) and the Special Investigative Committee of the Utah House of Representatives (the “Committee”) with respect to the production of documents by Mr. Swallow pursuant to the Committee subpoena issued to Mr. Swallow on Sept. 25, 2013 (the “Subpoena”). The parties agree as follows:

1. In response to Item 1 of the Subpoena, Mr. Swallow will provide a list of all email addresses used by Mr. Swallow from December 2009 through the present. If the Committee subpoenas emails in those accounts from ISP providers, the emails produced by those providers will not be reviewed by the Committee or any person other than Mr. Swallow or his Counsel until the emails are reviewed by Mr. Swallow and his Counsel. Emails that are responsive to the subpoena and not protected by any privilege will be promptly produced to Special Counsel.
2. In response to Item 2 of the Subpoena, Mr. Swallow will provide a list of telephone numbers for work and personal phones used by Mr. Swallow from December 2009 through the present. The unlisted home phone number of Mr. Swallow will be released only to Special Counsel for the Committee (“Special Counsel”) and the Mintz Group and will not be provided to any other person without the prior written approval of counsel for Mr. Swallow.
3. Documents that Mr. Swallow contends contain personal and proprietary information (“Confidential Documents”) will be marked “Confidential” by Counsel for Mr. Swallow and made available to Special Counsel for review in the offices of Mr. Swallow’s Counsel. Special Counsel will identify Confidential Documents that should be produced and identify the persons to whom Special Counsel intends to distribute such documents. If Mr. Swallow and his Counsel do not agree to produce the documents or with the intended distribution of the documents, Special Counsel and Counsel for Mr. Swallow will meet and confer and attempt to resolve the issue. If there is no resolution, Special Counsel or Counsel for Mr. Swallow may ask for the assistance of the Court in resolving the dispute.
4. For the avoidance of doubt, Paragraph 3 above applies to the Confidential Documents previously produced to the Lieutenant Governor’s office in connection with its investigation of the Attorney General that were made available to Special Counsel in electronic format for review in the offices of Mr. Swallow’s Counsel on October 14 and 15, 2013, and will apply to any Confidential Documents produced in the future to the Lieutenant Governor.
5. Subject to Paragraph 3 above, documents produced in the future to the Lieutenant Governor will be produced at the same time to Special Counsel.
6. Production of the hard drive from Mr. Swallow’s personal computer is subject to the Stipulation re: Data Recovery signed on October 18, 2013. Paragraph 3 above constitutes the “protocol governing the production and disclosure of recovered documents that Mr. Swallow considers to be confidential” contemplated in Paragraph 6 of that Stipulation.
7. Privileged materials will be individually logged on a privilege log that will be provided to Special Counsel promptly after the production of documents. The log will set forth, with respect to each document, the specific basis for the claim of privilege and information about the document that is sufficient to permit Special Counsel to assess the validity of the claim.

8. This agreement is entered into for the sole purpose of efficiently and promptly providing and managing the production of documents pursuant to the subpoena served on Mr. Swallow. The parties' entry into this agreement does not alter, waive, modify, or abridge any right, privilege, protection, or plenary power otherwise available to either party with respect to this matter.


CHRISTOPHER M. EGLESON
Special Counsel to the Special Investigative
Committee of the Utah House of
Representatives

10/23/13
(date)


JENNIFER A. JAMES
Counsel for John Swallow

10-23-13
(date)

EXHIBIT 137

From the Desk of John Swallow

May 2, 2012

Mr. Richard Rawle
2474 North University Avenue
Provo, UT 84604

Re: Recent Conversation

Richard:

The purpose of this letter is to create a record of a recent conversation you and I had relative to a recent conversation I had with Jeremy Johnson.

As I mentioned, a few days ago, I had a conversation with Mr. Johnson. He and I had not spoken in many months and he called me out of the blue and asked to meet and said it was urgent. I met with him fairly briefly and he said that someone was asking questions about the arrangement between you and him relative to his FTC matter. I really don't have any way of knowing if someone is really asking questions, or if this is simply Mr. Johnson's way of resolving any issues he might have with you.

Specifically, he asked me if I had received any money from the arrangement between you and him. I told him no, that I had not. Then he mentioned the name of an entity called RMR, or RMR Consulting or something to that effect and asked if I had received money from that entity.

I told him that I did not think I had, but that I would check.

When you and I met, you indicated that you had paid me from that entity for my Nevada cement project work done on behalf of P-Solutions in 2010 and 2011.

As I indicated to you in our meeting, I do not know anything about RMR or RMR Consulting. I don't know when it was created, what it does, or how it is funded. And I don't know any of the details of your arrangement with Mr. Johnson beyond the fact that I've been told money was paid at some point and you were working on his situation but you could not guarantee results. I understand that he engaged you fairly late in the process and that the complaint was filed shortly after you were engaged. Due to my position in the State, I felt it best not to be involved from the moment the complaint was filed.

Richard, as I mentioned, I invoiced you personally for the Cement project work sometime in October, 2010 for work I'd performed on behalf of Project Solutions in the preceding months. I don't recall even thinking about where the payment came

from. As I look through my records, I invoiced you again in April, 2011 (you personally and Chaparral) for project work done during the latter part of December, 2010 through early April, 2011. Again, I don't recall thinking about where the payment came from.

I now want to ask again that if P-Solutions received any funds related to your work for Mr. Johnson, even if you considered it earned and your personal funds at the time.

If you discover that any money paid to P-Solutions came from monies paid through him, all I can do at this point is refund the money directly to RMR and you can take care of the invoices through another source. Alternatively, you could refund that amount directly to RMR. What you do at that point is not my concern. So, please let me know as soon as possible the source of the funds so I can address the issue. I'd like to have it resolved in the next few days.

Thanks Richard.


John

EXHIBIT 138

7-9 →

Jessica Adam - Chad Butterfield.
(801)-566- [redacted]

August/September 30-5
2010

660 [redacted]

2 | Thursday 245/120

am

8 LCD → Antitrust - decision in the class case --

9 Kicked out

10

* So. UT mp (Mexico)

* Linda Singer + Debby.

- Outside Counsel for 10 vendor case + John Andrews

* Comp time -- we can change first leave, + alone.

5 Entertainment opinion call w/ gov.

pm strike Scrutiny.

✉ mail

- Betsy Lower

B Lake - 801.485- [redacted]

City Weekly -- Steve W.

Tom Harding -- state farm

1. Worked out Medicare + settled w/ Danyford.

2. Possible errors Neilson
Winnifred Deeth
708 234 [redacted]

3 | Friday 246/119

am - Fly w/ Gov to General?

8 ess → finance Utah gov

9 Parcel officer issue -- Bob Killpack

10

11

12

1

2

3

4

5

6

pm

Sept 20. Dave Zolman
OK

J. Harner - 363- [redacted]

Mike [redacted] →
Lee McCollough's office.

contacts

4 | Saturday 247/118 5 | Sunday 248/117

am

8

9

10

11

12

1

2

3

4

5

6

pm

New Project:
Richard help w/
Limestone in Nevada -
Cement?
Look at prospects. Advice
250/per

(4)

ATA-GLANCE®

September 6-12
2010

9 Thursday 252/113

am Rosh Hashanah

8
9
10
11
12
1
2
3
4
5
6

pm 10 Friday 253/112

am (Eid) al Fitr

8
9
10
11 Sen Omar Hakeem & MCS
12 at Hakeem Office
1
2
3
4 Richard R. → Cement Issues. (3)
5
6

pm 11 Saturday 254/111 12 Sunday 255/110

am Patriot Day (US)

8
9
10
11
12
1
2
3
4
5
6
pm

✉ mail

☰ contacts

ATA-GLANCE®

JS001462

September 13-19
2010

16 Thursday 259/106

Independence Day (M)

am

8

9

10

11

12

1

2

3

4

5

6

pm

17 Friday 260/105

Yom Kippur begins at sundown

am

8

9

10

11

12

1

2

3

4

5

6

pm

18 Saturday 261/104 19 Sunday 262/103

Yom Kippur

am

8

9

10

11

12

1

2

3

4

5

pm

Open on Canada Day

mail

contacts

AT-A-GLANCE®

JS001464

September 20-26
2010

outlink

UT Co. Atty Office -
typically go to APP -- Not on

TASK PAD™

to do

Wallenhorst:

- CSRO hearing -- Bennis
- Anti-trust + crim. investigations --
back up tapes --

- U of U gun open carry issue.

- Candace Henderson.

Sept 2:

Gerald Hayscode: 801 571- [redacted]

Mark Steingale - DOPK
(801) 530- [redacted]

Sept. 20:

Doug Richards: 801 897- [redacted]

[redacted]

(501) 273

20A-H- [redacted] (b)

Scrolling Calendar™

Sep					Oct								
S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11							
12	13	14	15	16	17	18							
19	20	21	22	23	24	25							
26	27	28	29	30	1	2							
3	4	5	6	7	8	9							
10	11	12	13	14	15	16							
17	18	19	20	21	22	23							
24	25	26	27	28	29	30							

20 Monday 263/102

am

8

9

10

11

12

1

2

3

4

5

6

pm

21 Tuesday 264/101

9

10

11

12

1

2

3

4

5

6

pm

22 Wednesday 265/100

9

10

11

12

1

2

3

4

5

6

pm

performing anymore -

- State Debt Collection could get involved -

- Maybe a judgment collection -

Doug Felici
Springmyer → Changed under Tom Patterson.

UPAC Mtg.

✓ Steed + McFarlan @ \$ Cop.
re: Outside Counsel.

JS001465

23 | Thursday

266/99

Autumn begins

am

8

9

10

11

12

1

2

3

4

5

6

pm

24 | Friday

267/98

am

8

9

10

11

12

1

2

3

4

5

6

pm

25 | Saturday

268/97

26 | Sunday

269/96

am

8

9

10

11

12

1

2

3

4

5

6

pm

✉ mail

Convent: outline
project goals &
identify contacts in
NV. (3)

📇 contacts

ATA-GLANCE®

September/October 27-3 | outlink
2010

TASK PAD™

to do

✓ Review Material for
UPAC Mtg on
Wednes.

Tickets for GC?

Moapa Research
②

Scrolling Calendar™

Sep	Oct	Nov
S	M	T
12	13	14
15	16	17
18	19	20
21	22	23
24	25	26
27	28	29
30	1	2
3	4	5
6	7	8
9	10	11
12	13	14
15	16	17
18	19	20
21	22	23
24	25	26
27	28	29
30	31	1
2	3	4
5	6	

27 | Monday | 27/09

am

8

9

10

11

12

1 Stephenson Mtg.

2

3

4 Scumson + Herrod - Parklands.

5

6

pm

28 | Tuesday | 27/09

am

8

9

10

11

12

1

2

3

4

5

6

pm

29 | Wednesday | 27/09

am

8 UPAC

9

10

11 Tobacco

12

1

2 Health Care

3

4

5

6

pm

September/October 27-3
2010

30 Thursday 273/92

am

8

9

10

11

12

1 Nord - west Mtg

2

3

4 Peace

5

6

pm

1 Friday 274/91

am

8

9

10

11

12

1

2

3

4

5

6

pm

2 Saturday 275/90 3 Sunday 276/89

am

8

9

10

11

12

1

2

3

4

5

6

pm

mail

Las Vegas P. tribe
+ Moapa research
③

contacts

AT-A-GLANCE®

JS001468

October 2010 | **outlink**

Sunday	Monday	Tuesday	Wednesday
3 <small>276/89</small>	4 <small>277/88</small>	5 <small>278/87</small>	6 <small>279/86</small>
10 <small>283/82</small>	11 <small>284/81</small> Columbus Day, Observed (US) Thanksgiving (C)	12 <small>285/80</small> Day of the Race (M)	13 <small>286/79</small>
17 <small>290/75</small>	18 <small>291/74</small>	19 <small>292/73</small>	20 <small>293/72</small>
24 <small>297/68</small> United Nations Day	25 <small>298/67</small>	26 <small>299/66</small>	27 <small>300/65</small>
31 <small>304/61</small> Halloween			



JS001469

McMillin Farms in
 Payson. Okemys +
 Bridgman City. — Cobles - Peaches -
October 2010

Thursday	Friday	Saturday
	1 <small>274/91</small>	2 <small>275/90</small>
7 <small>280/85</small>	8 <small>281/84</small>	9 <small>282/83</small> 54.56 63.00
14 <small>287/78</small>	15 <small>288/77</small>	16 <small>289/76</small> National Boss Day (US)
21 <small>294/71</small>	22 <small>295/70</small>	23 <small>296/69</small>
28 <small>301/64</small>	29 <small>302/63</small>	30 <small>303/62</small>

TASK PAD™

to do

- Prepare due diligence Memo for Insurance Fund on Oil Spill Cleanup

54.47.

6772.82 + 10.00

6762

125 Shares

mail

Risk

- Health is working closely w/ Workforce Services

contacts

* Morris - Steve - WS or Health.

Paul Murphy

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

ATA-GLANCE®

CONFIDENTIAL

JS001470

TASK PAD™

 to do

Carson Smith Scholarship

Green Optim. - Get this out!

Underground Storage Tanks double billing Mtgs.

Cement: punch listing, PC 4 Rowle + Young. Review materials from research ③

Scrolling Calendar™

Sep	Oct	Nov
S M T W T F S	S M T W T F S	S M T W T F S
19 20 21 22 23 24 25	26 27 28 29 30 1 2	
3 4 5 6 7 8 9		
10 11 12 13 14 15 16		
17 18 19 20 21 22 23		
24 25 26 27 28 29 30		
31 1 2 3 4 5 6		
7 8 9 10 11 12 13		

4 | Monday 277/88

am

8

9

10

11

12

1

2

3

4 Mtg w/ Environmental Dir. Cluf & Legislators.

5

6

pm

5 | Tuesday 278/87

am

8

9

10 Don Winder Team on double billing

11

12

1 McKiff

2

3

4 Sandstrom: immigration

5

6

pm

6 | Wednesday 279/86

am

8

9

10

11

12

1

2

3

4

5

6

pm

October 4-10
2010

7 | Thursday 280/85

am
8
9
10
11
12
1
2
3
4
5
6
pm

Client Committee - Olmstead

8 | Friday 281/84

am
8
9
10
11
12
1
2
3
4
5
6
pm

9 | Saturday 282/83 10 | Sunday 283/82

am
8
9
10
11
12
1
2
3
4
5
6
pm

✉ mail

28th - Mike Styles

538 [redacted] 209 [redacted]

Judy Clark 710 [redacted]
(Parents for church)

Thom Roberts: 366 [redacted]

Denise Chancellor:
- 366 [redacted]

Marty Bushman → Prance
(538 [redacted]) pg.

Jean
253 [redacted]

Wimmer ↙

👤 contacts

Kirsten Korn

Kylene Hildebrand

Anita Peetole Morris

146 588 [redacted]

888 808 [redacted]

AT-A-GLANCE®

JS001472

October 11-17
2010

14 Thursday 287/78

am

8

9

10

11

12

1

2

3

4

5

6

pm

15 Friday 288/77

am

8

9

10

11

12

1

2

3

4

5

6

pm

16 Saturday 289/76 **17 Sunday** 290/75

am

8

9

10

11

12

1

2

3

4

5

6

pm

National Boys Day (US)

Fall Break
Farr's Cabin

mail

Pos w/ Evan +
Randy re: prospective
interested parties, review
info on project.
③

contacts

AT-A-GLANCE®

JS001474

October 18-24 | outlink
2010

John Kimball

Blaine - we can assign it.

TASK PAD™

to do

- Call Niederhauer
- Eric Weeks
- GHS - [redacted] - Robert Moton

Cement:
more research into
Market for
No. Project - 3 strikes you're out -
(4)

Grants in the Series →

- Stimulus →
- recess
- Health Care Reform.

Jobs - Faded budget
Debt - National debt + debt ceiling

Throws the bum out -- →

Scrolling Calendar™

Oct							Nov						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9							
10	11	12	13	14	15	16							
17	18	19	20	21	22	23							
24	25	26	27	28	29	30							
31	1	2	3	4	5	6							
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							

18 | Monday 291/74

am

8 Dale Whipple --
Motion to Dismiss

9

10

11

12

2

3

4 - how long since Grants in World Series.

5

6

pm

19 | Tuesday 292/73

8

9

10

11

12

2

3

4

5

6

pm

20 | Wednesday 293/72

am

8

9

10

11

12

1

2

3

4

5

6

pm

~~10/18~~
Bob Kennedy Hogan

21 | Thursday 294/71

am
8
9
10
11
12
1
2
3
4
5
6
pm
2 guys-- kind of old-
bawling about good old days
+ what's wrong w/ the new
thinking.
Bob + Carl:

✉ mail

Sit down w/ Bob
project (4)

👤 contacts

ATA-GLANCE®

22 | Friday 295/70

am
8
9
10
11
12
1
2
3
4
5
6
pm
My Carl, look at this--
Change
My dad gave me a dollar cause I'm his smartest son,
+ I traded that dollar for 2 shiny quarters, 'cause 2 is
more than one... sound familiar? Sounds like
Congress.

23 | Saturday 296/69 24 | Sunday 297/68

am
8
9
10
11
12
1
2
3
4
5
6
pm
^{The same} That's the Congress that Pres. Obama supports ~~too~~,
That's the Congress that ~~took us~~ spent _____ billion
on a failed bailout, allowed Wallstreet to give huge
bonuses to executives, with tax ^{breaks} dollars, and lifted the
National debt ceiling to ~~the~~ the point where

October 25-31
2010

28 | Thursday 301/64

am

8

9

10

11

12

1

2

3

4

5

6

pm

29 | Friday 302/63

am

8

9

10

11

12

1

2

3

4

5

6

pm

30 | Saturday 303/62 **31 | Sunday** 304/61

am

8

9

10

11

12

1

2

3

4

5

6

pm

Halloween

 mail

 contacts

AT-A-GLANCE®

JS001478

November 2010 |

Sunday	Monday	Tuesday	Wednesday
	1 <small>305/60</small> All Saints Day (M)	2 <small>306/59</small> Election Day (US) Day of the Dead (M)	3 <small>307/58</small>
7 <small>311/54</small> Daylight Saving Time ends	8 <small>312/53</small>	9 <small>313/52</small>	10 <small>314/51</small>
14 <small>318/47</small>	15 <small>319/46</small>	16 <small>320/45</small>	17 <small>321/44</small> (F) al-Adha
21 <small>325/40</small>	22 <small>326/39</small>	23 <small>327/38</small>	24 <small>328/37</small>
28 <small>332/33</small>	29 <small>333/32</small>	30 <small>334/31</small>	

JS001479

November 1-7
2010

4 | Thursday 308/57

am

8

9

10

11

12

1

2

3

4

5

6

pm

5 | Friday 309/56

am

8

9

10

11

12

1

2

3

4

5

6

pm

6 | Saturday 310/55 **7 | Sunday** 311/54

am

8

9

10

11

12

1

2

3

4

5

6

pm

Daylight Saving Time ends

 mail

 contacts

ATA-GLANCE®

JS001482

November 8-14
2010

11 | Thursday 315/50

am

8 Veterans Day (US)

9 Remembrance Day (C)

10

11

12

1

2

3

4

5

6

pm

12 | Friday 316/49

am

8

9

10

11

12

1

2

3

4

5

6

pm

13 | Saturday 317/48 **14 | Sunday** 318/47

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

 contacts

ATA-GLANCE®

JS001484

TASK PAD™

to do

Get back to Steve about the FOIA lawsuit after discussing w/ Mark S.

Patrick Madigan - Boward's Office - 515.281. [REDACTED]

~~Bob~~ Jonah Goldberg - Liberal Facism

Agyn Rand - Cap [REDACTED] - the unbranded

Timothy Clark: The Leadership Test.

Messages: Oct 18 - Steve Christian 801.608-[REDACTED] BF Flight Systems retro. \$480/Mo. - get info to Doug. - upto 960/Mo. + his on Medicare.

Ed Ruttan - SLC Atty's Office - lawsuit - No. Temple Properties Ass'n. - 801.535-[REDACTED] - have Brian call.

John McCarry -- foreclosure press statements + release caused some concern. Ally → affiliated w/ GMAC - Call Perri Bobelis

John Pearce - 81504

Dale Whipple.

Andrew Swankman

Tom Greber -- info at (805) 577-[REDACTED]

Mel Brown - 405 312-[REDACTED]

(435) 647-[REDACTED]

801.376-[REDACTED] 580-[REDACTED] Brian Dean.

Scrolling Calendar™

	Oct	Nov	Dec			
S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25

15 Monday 319/46

am

8

9

10

11

12

1

3

4

6

16 Tuesday 320/45

pm

8

9

12

6

17 Wednesday 321/44

am

(Eid) al Adha

8

9

12

1

2

3

4

5

6

pm

November 15-21
2010

18 | Thursday 322/43

am

8

9

10

11

12

1

2

3

4

5

6

pm

19 | Friday 323/42

am

8

9

10

11

12

1

2

3

4

5

6

pm

20 | Saturday 324/41 **21 | Sunday** 325/40

am

Revolution Anniversary (M)

8

9

10

11

12

1

2

3

4

5

6

pm

 **mail**

 **contacts**



JS001486

November 22-28
2010

25 | Thursday 329/36

am Thanksgiving (US)

8

9

10

11

12

1

2

3

4

5

6

pm

26 | Friday 330/35

am

8

9

10

11

12

1

2

3

4

5

6

pm

27 | Saturday 331/34 **28 | Sunday** 332/33

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

 contacts

ATA-GLANCE®

JS001488

December 2010 | outlink

Sunday	Monday	Tuesday	Wednesday
			1 <small>335/30</small> Hanukkah begins at sundown
5 <small>339/26</small>	6 <small>340/25</small>	7 <small>341/24</small> Pearl Harbor Remembrance Day (US) First of Muharram	8 <small>342/23</small>
12 <small>346/19</small> Virgin of Guadalupe (M)	13 <small>347/18</small>	14 <small>348/17</small>	15 <small>349/16</small>
19 <small>353/12</small>	20 <small>354/11</small>	21 <small>355/10</small> Winter begins	22 <small>356/9</small>
26 <small>360/5</small> Boxing Day (C) Kwanzaa begins	27 <small>361/4</small>	28 <small>362/3</small>	29 <small>363/2</small>

JS001489

November/December 29-5
2010

2 | Thursday 336/29 Hanukkah

am

8

9

10

11

12

1

2

3

4

5

6

pm

3 | Friday 337/28

am

8

9

10

11

12

1

2

3

4

5

6

pm

4 | Saturday 338/27 **5 | Sunday** 339/26

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

 contacts

AT-A-GLANCE®

JS001492

TASK PAD™

to do

Cement work
Mtg / pcs
brainstorming (6)

Cement work

Mtg w/ Core team
+ Richard, review
of BYU directory for
key partners in Royal
Palm Beach, FL. (7)

Scrolling Calendar™

Nov		Dec		Jan		
S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22

13 | Monday 347/18

am

8

9

10

11

12

1

2

3

4

5

6

pm

14 | Tuesday 348/17

am

8

9

10

11

12

1

2

3

4

5

6

pm

15 | Wednesday 349/16

am

8

9

10

11

12

1

2

3

4

5

6

pm

December 13-19
2010

16 Thursday 350/15 Ashura

am

8

9

10

11

12

1

2

3

4

5

6

pm

17 Friday 351/14

am

8

9

10

11

12

1

2

3

4

5

6

pm

18 Saturday 352/13 **19 Sunday** 353/12

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

Cement work
(5)

Cement work
(4)

 contacts

AT-A-GLANCE®

JS001496

December 20-26 | outlink
2010

TASK PAD™

to do

Cement Mtg.
Market research
(3)

Scrolling Calendar™

Dec							Jan				
S	M	T	W	T	F	S	1	2	3	4	5
	5	6	7	8	9	10	11	12	13	14	15
	12	13	14	15	16	17	18	19	20	21	22
	19	20	21	22	23	24	25	26	27	28	29
	26	27	28	29	30	31	1	2	3	4	5
	9	10	11	12	13	14	15	16	17	18	19
	16	17	18	19	20	21	22	23	24	25	26
	23	24	25	26	27	28	29				

20 | Monday 354/11

am

8

9

10

11

12

1

2

3

4

5

6

pm

21 | Tuesday 355/10

am

Winter begins

8

9

10

11

12

1

2

3

4

5

6

pm

22 | Wednesday 356/9

am

8

9

10

11

12

1

2

3

4

5

6

pm

December 20-26
2010

23 | Thursday 357/8

am

8

9

10

11

12

1

2

3

4

5

6

pm

24 | Friday 358/7

am

8

9

10

11

12

1

2

3

4

5

6

pm

25 | Saturday 359/6 26 | Sunday 360/5

am

8

9

10

11

12

1

2

3

4

5

6

pm

Christmas

Boxing Day (C)

Kwanzaa begins

✉ mail

👤 contacts

ATA-GLANCE®

JS001498

January 2011 | **outlink**

Sunday	Monday	Tuesday	Wednesday
2 <small>2/363</small>	3 <small>3/362</small>	4 <small>4/361</small>	5 <small>5/360</small>
9 <small>9/356</small>	10 <small>10/355</small>	11 <small>11/354</small>	12 <small>12/353</small>
16 <small>16/349</small>	17 <small>17/348</small> Martin Luther King, Jr. Day (US)	18 <small>18/347</small>	19 <small>19/346</small>
23 <small>23/342</small>	24 <small>24/341</small>	25 <small>25/340</small>	26 <small>26/339</small>
30 <small>30/335</small>	31 <small>31/334</small>		

JS001501

TASK PAD™

to do
Cement:
PCS w/ Dave Colvin
of NI. Former in House
w/ LV Pirates
③

Cement:
Discussions w/
Colvin about
Contract to introduce
team to pirate tribe
②

Scrolling Calendar™

Dec	Jan	Feb
S	M	T
19	20	21
22	23	24
25	26	27
28	29	30
31	1	2
3	4	5
6	7	8
9	10	11
12	13	14
15	16	17
18	19	20
21	22	23
24	25	26
27	28	29
30	31	1
2	3	4
5	6	7
8	9	10
11	12	

3 | Monday 3/362

am

8

9

10

11

12

1

2

3

4

5

6

pm

4 | Tuesday 4/361

am

8

9

10

11

12

1

2

3

4

5

6

pm

5 | Wednesday 5/360

am

8

9

10

11

12

1

2

3

4

5

6

pm

January 3-9
2011

6 | Thursday 6/359

am

8

9

10

11

12

1

2

3

4

5

6

pm

7 | Friday 7/358

am

8

9

10

11

12

1

2

3

4

5

6

pm

8 | Saturday 8/357 **9 | Sunday** 9/356

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

*Discussion w/ Colin:
What is best approach -
is he the right person
Politics or legal?*

③

*Intro Colin to
team on phone -
work out arrangements*

②

 contacts

AT-A-GLANCE®

JS001504

TASK PAD™

to do

Cement:

Get back to
D.C. about strategy
Discuss posture --
have disc w/ grp about
Materials, goals &
objectives -- what is the
deal for the strike?

⑤

pcs to others --
maybe Colvin not
to right connectin.

intro to Ideas from
Farr.

④

Scrolling Calendar™

Dec	Jan	Feb				
S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19

10 | Monday 10/355

am

8

9

10

11

12

1

2

3

4

5

6

pm

11 | Tuesday 11/354

am

8

9

10

11

12

1

2

3

4

5

6

pm

12 | Wednesday 12/353

am

8

9

10

11

12

1

2

3

4

5

6

pm

January 10-16
2011

13 | Thursday 13/352

am

8

9

10

11

12

1

2

3

4

5

6

pm

14 | Friday 14/351

am

8

9

10

11

12

1

2

3

4

5

6

pm

15 | Saturday 15/350 **16 | Sunday** 16/349

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

 contacts

ATA-GLANCE®

JS001506

January 17-23
2011

20 | Thursday 20/345

am

8

9

10

11

12

1

2

3

4

5

6

pm

21 | Friday 21/344

am

8

9

10

11

12

1

2

3

4

5

6

pm

22 | Saturday 22/343 **23 | Sunday** 23/342

am

8

9

10

11

12

1

2

3

4

5

6

pm

 mail

 contacts

ATA-GLANCE®

JS001508

January 24-30 | outlink
2011

TASK PAD™

to do

Discussions w/ Dennis
Ideas, Back & forth
on terms, Set up
Mtg w/ group, various
mtgs w/ team at core
drilling test + work
on + review w/ prospectus
Multiple mtgs w/ reps.

(12)

Scrolling Calendar™

Jan			Feb			Mar		
S	M	T	W	T	F	S	S	S
9	10	11	12	13	14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	31	1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	1	2	3	4	5		

24 | Monday 24/341

am

8

9

10

11

12

1

2

3

4

5

6

pm

25 | Tuesday 25/340

am

8

9

10

11

12

1

2

3

4

5

6

pm

26 | Wednesday 26/339

am

8

9

10

11

12

1

2

3

4

5

6

pm

EXHIBIT 139

Reich, Steven

From: Jennifer A. James <JAJ@ClydeSnow.com>
Sent: Thursday, November 07, 2013 4:36 PM
To: Reich, Steven; Egleson, Christopher; 'mgreer@akingump.com'
Cc: Rodney G. Snow; Walter A. Romney, Jr.
Subject: John Swallow Investigation

Dear Steve, Chris and Megan:

Megan called me to inquire if Attorney General Swallow obtained a new personal cell phone in the latter part of 2012. I confirmed with the Attorney General that he has used his current personal cell phone since approximately November 2011, and has not obtained a new personal cell phone since that time. He did receive a new state i Phone in approximately November 2012. The screen on that I Phone broke when it was dropped a few weeks ago, and the Attorney General was given a new state i Phone. He understands that the state has possession of both the i Phone replaced in November 2012 and the i Phone recently dropped.

Steve emailed me last Saturday with a question about the circled numbers on the Attorney General's Franklin Covey planner. The circled numbers are the Attorney General's summary of estimated time spent on the Chaparral project during certain time periods.

Regards,

Jennifer

Jennifer A. James
ClydeSnow
ATTORNEYS AT LAW
201 South Main Street, Suite 1300
Salt Lake City, UT 84111
P: 801.322.2516
F: 801.521.6280
www.clydesnow.com

EXHIBIT 140

Date: 10/01/2013

Period: 24.2009

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/28	SUN 11/29	MON 11/30	TUE 12/01	WED 12/02	THU 12/03	FRI 12/04	WEEK 1 TOTALS	SAT 12/05	SUN 12/06	MON 12/07	TUE 12/08	WED 12/09	THU 12/10	FRI 12/11	WEEK 2 TOTALS
WORK	70.00				10.00	10.00	10.00		30.00			10.00	10.00	10.00	10.00		40.00
Work/Leave	70.00				10.00	10.00	10.00		30.00			10.00	10.00	10.00	10.00		40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	70.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 25.2009

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/12	SUN 12/13	MON 12/14	TUE 12/15	WED 12/16	THU 12/17	FRI 12/18	WEEK 1 TOTALS	SAT 12/19	SUN 12/20	MON 12/21	TUE 12/22	WED 12/23	THU 12/24	FRI	WEEK 2 TOTALS
WORK	70.00			10.00	10.00	10.00	10.00		40.00			10.00	10.00	10.00			30.00
Work/Leave	70.00			10.00	10.00	10.00	10.00		40.00			10.00	10.00	10.00			30.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	70.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 26.2009

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:
Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/26	SUN 12/27	MON 12/28	TUE 12/29	WED 12/30	THU 12/31	FRI	WEEK 1 TOTALS	SAT 01/02	SUN 01/03	MON 01/04	TUE 01/05	WED 01/06	THU 01/07	FRI 01/08	WEEK 2 TOTALS
WORK	89.00			15.00	15.00	15.00			45.00			10.00	10.00	10.00	12.00	2.00	44.00
Work/Leave	89.00			15.00	15.00	15.00			45.00			10.00	10.00	10.00	12.00	2.00	44.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	89.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 01.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/09	SUN 01/10	MON 01/11	TUE 01/12	WED 01/13	THU 01/14	FRI 01/15	WEEK 1 TOTALS	SAT 01/16	SUN 01/17	MON 01/18	TUE 01/19	WED 01/20	THU 01/21	FRI 01/22	WEEK 2 TOTALS
WORK	81.00			10.00	10.00	10.00	10.00	5.00	45.00				10.00	11.00	11.00	4.00	36.00
Work/Leave	81.00			10.00	10.00	10.00	10.00	5.00	45.00				10.00	11.00	11.00	4.00	36.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	81.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 02.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/23	SUN 01/24	MON 01/25	TUE 01/26	WED 01/27	THU 01/28	FRI 01/29	WEEK 1 TOTALS	SAT 01/30	SUN 01/31	MON 02/01	TUE 02/02	WED 02/03	THU 02/04	FRI 02/05	WEEK 2 TOTALS
WORK	110.50			11.50	13.00	11.00	11.00	9.00	55.50			12.00	11.00	10.00	12.00	10.00	55.00
Work/Leave	110.50			11.50	13.00	11.00	11.00	9.00	55.50			12.00	11.00	10.00	12.00	10.00	55.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	110.50	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 03.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/06	SUN 02/07	MON 02/08	TUE 02/09	WED 02/10	THU 02/11	FRI 02/12	WEEK 1 TOTALS	SAT 02/13	SUN 02/14	MON 02/15	TUE 02/16	WED 02/17	THU 02/18	FRI 02/19	WEEK 2 TOTALS
WORK	107.00			11.50	11.00	13.00	11.50	9.00	56.00				11.00	13.00	14.00	10.00	51.00
Work/Leave	107.00			11.50	11.00	13.00	11.50	9.00	56.00			3.00	11.00	13.00	14.00	10.00	51.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	107.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 04.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/20	SUN 02/21	MON 02/22	TUE 02/23	WED 02/24	THU 02/25	FRI 02/26	WEEK 1 TOTALS	SAT 02/27	SUN 02/28	MON 03/01	TUE 03/02	WED 03/03	THU 03/04	FRI 03/05	WEEK 2 TOTALS
WORK	108.00			11.00	11.00	11.00	13.00	8.00	54.00			11.00	10.50	11.50	11.50	9.50	54.00
Work/Leave	108.00			11.00	11.00	11.00	13.00	8.00	54.00			11.00	10.50	11.50	11.50	9.50	54.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	108.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 05.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 03/06	SUN 03/07	MON 03/08	TUE 03/09	WED 03/10	THU 03/11	FRI 03/12	WEEK 1 TOTALS	SAT 03/13	SUN 03/14	MON 03/15	TUE 03/16	WED 03/17	THU 03/18	FRI 03/19	WEEK 2 TOTALS
WORK	94.50			10.50	11.50	11.50	14.00	1.00	48.50	1.00	6.00	11.00	10.00	10.00	7.00	1.00	46.00
Work/Leave	94.50			10.50	11.50	11.50	14.00	1.00	48.50	1.00	6.00	11.00	10.00	10.00	7.00	1.00	46.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	94.50	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 06.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 03/20	SUN 03/21	MON 03/22	TUE 03/23	WED 03/24	THU 03/25	FRI 03/26	WEEK 1 TOTALS	SAT 03/27	SUN 03/28	MON 03/29	TUE 03/30	WED 03/31	THU 04/01	FRI 04/02	WEEK 2 TOTALS
WORK	83.00	1.00		9.00	10.00	10.00	11.00	2.00	43.00	1.00		10.00	11.00	11.00	6.00	1.00	40.00
Work/Leave	83.00	1.00		9.00	10.00	10.00	11.00	2.00	43.00	1.00		10.00	11.00	11.00	6.00	1.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	83.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 07.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 04/03	SUN 04/04	MON 04/05	TUE 04/06	WED 04/07	THU 04/08	FRI 04/09	WEEK 1 TOTALS	SAT 04/10	SUN 04/11	MON 04/12	TUE 04/13	WED 04/14	THU 04/15	FRI 04/16	WEEK 2 TOTALS
WORK	82.00			10.00	10.00	9.00	9.00	2.00	40.00	1.00		9.00	10.00	12.00	10.00		42.00
Work/Leave	82.00			10.00	10.00	9.00	9.00	2.00	40.00	1.00		9.00	10.00	12.00	10.00		42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	82.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 08.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 04/17	SUN 04/18	MON 04/19	TUE 04/20	WED 04/21	THU 04/22	FRI 04/23	WEEK 1 TOTALS	SAT 04/24	SUN 04/25	MON 04/26	TUE 04/27	WED 04/28	THU 04/29	FRI 04/30	WEEK 2 TOTALS
WORK	83.00			10.00	14.00	10.00	9.00		43.00			10.00	8.00	10.00	10.00	2.00	40.00
Work/Leave	83.00			10.00	14.00	10.00	9.00		43.00			10.00	8.00	10.00	10.00	2.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	83.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 09.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 05/01	SUN 05/02	MON 05/03	TUE 05/04	WED 05/05	THU 05/06	FRI 05/07	WEEK 1 TOTALS	SAT 05/08	SUN 05/09	MON 05/10	TUE 05/11	WED 05/12	THU 05/13	FRI 05/14	WEEK 2 TOTALS
WORK	85.00			10.00	10.00	10.00	10.00	2.00	42.00			10.00	10.00	10.00	10.00	3.00	43.00
Work/Leave	85.00			10.00	10.00	10.00	10.00	2.00	42.00			10.00	10.00	10.00	10.00	3.00	43.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	85.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 10.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 05/15	SUN 05/16	MON 05/17	TUE 05/18	WED 05/19	THU 05/20	FRI 05/21	WEEK 1 TOTALS	SAT 05/22	SUN 05/23	MON 05/24	TUE 05/25	WED 05/26	THU 05/27	FRI 05/28	WEEK 2 TOTALS
WORK	78.00			12.00	10.00	10.00	10.00	5.00	47.00			10.00	10.00	8.00	2.00	1.00	31.00
Comp	2.00								0.00					2.00			2.00
Work/Leave	80.00			12.00	10.00	10.00	10.00	5.00	47.00			10.00	10.00	10.00	2.00	1.00	33.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 11.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 05/29	SUN 05/30	MON	TUE 06/01	WED 06/02	THU 06/03	FRI 06/04	WEEK 1 TOTALS	SAT 06/05	SUN 06/06	MON 06/07	TUE 06/08	WED 06/09	THU 06/10	FRI 06/11	WEEK 2 TOTALS
WORK	71.00	1.00			10.00	5.00	10.00	3.00	31.00	2.00		10.00	10.00	13.00	3.00	2.00	40.00
Work/Leave	71.00	1.00		2.00	10.00	5.00	10.00	3.00	31.00	2.00		10.00	10.00	13.00	3.00	2.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 12.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 06/12	SUN 06/13	MON 06/14	TUE 06/15	WED 06/16	THU 06/17	FRI 06/18	WEEK 1 TOTALS	SAT 06/19	SUN 06/20	MON 06/21	TUE 06/22	WED 06/23	THU 06/24	FRI 06/25	WEEK 2 TOTALS
WORK	91.00	3.00	2.00	10.00	14.00	10.00	13.00	11.00	63.00			10.00	10.00	4.00	2.00	2.00	28.00
Work/Leave	91.00	3.00	2.00	10.00	14.00	10.00	13.00	11.00	63.00			10.00	10.00	4.00	2.00	2.00	28.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	91.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 13.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 38.50

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 06/26	SUN 06/27	MON 06/28	TUE 06/29	WED 06/30	THU 07/01	FRI 07/02	WEEK 1 TOTALS	SAT 07/03	SUN 07/04	MON 07/05	TUE 07/06	WED 07/07	THU 07/08	FRI 07/09	WEEK 2 TOTALS
WORK	64.50	2.00	1.00	2.00	2.00	10.00	11.00	3.00	31.00	1.00			10.00	10.50	9.00	1.00	33.50
Comp	6.50			3.00	3.50				6.50								0.00
Work/Leave	71.00	2.00	1.00	5.00	5.50	10.00	11.00	3.00	37.50	1.00		2.00	10.00	10.50	9.00	1.00	33.50

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	38.50	1183 *Mileage Low	7101	DEA					06/26/2010
TOTAL	38.50								

Date: 10/01/2013

Period: 14.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 07/10	SUN 07/11	MON 07/12	TUE 07/13	WED 07/14	THU 07/15	FRI 07/16	WEEK 1 TOTALS	SAT 07/17	SUN 07/18	MON 07/19	TUE 07/20	WED 07/21	THU 07/22	FRI	WEEK 2 TOTALS
WORK	79.00			10.00	10.00	10.00	6.00		36.00		6.00	10.00	10.00	15.00	2.00		43.00
Work/Leave	79.00			10.00	10.00	10.00	6.00		36.00		6.00	10.00	10.00	15.00	2.00		43.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	79.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 15.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 07/24	SUN 07/25	MON 07/26	TUE 07/27	WED 07/28	THU 07/29	FRI 07/30	WEEK 1 TOTALS	SAT 07/31	SUN 08/01	MON 08/02	TUE 08/03	WED 08/04	THU 08/05	FRI 08/06	WEEK 2 TOTALS
WORK	73.00	2.00		10.00	10.00	13.00	10.00		45.00	2.00		6.00	10.00	10.00			28.00
Comp	7.00								0.00						7.00		7.00
Work/Leave	80.00	2.00		10.00	10.00	13.00	10.00		45.00	2.00		6.00	10.00	10.00	7.00		35.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 16.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/07	SUN 08/08	MON 08/09	TUE 08/10	WED 08/11	THU 08/12	FRI 08/13	WEEK 1 TOTALS	SAT 08/14	SUN 08/15	MON 08/16	TUE 08/17	WED 08/18	THU 08/19	FRI 08/20	WEEK 2 TOTALS
WORK	52.50	2.00		1.50	2.00	1.50	2.00	1.50	10.50			10.00	10.00	10.00	10.00	2.00	42.00
Comp	27.50			7.00	7.00	7.00	6.50		27.50								0.00
Work/Leave	80.00	2.00		8.50	9.00	8.50	8.50	1.50	38.00			10.00	10.00	10.00	10.00	2.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 17.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/21	SUN 08/22	MON 08/23	TUE 08/24	WED 08/25	THU 08/26	FRI 08/27	WEEK 1 TOTALS	SAT 08/28	SUN 08/29	MON 08/30	TUE 08/31	WED 09/01	THU 09/02	FRI 09/03	WEEK 2 TOTALS
WORK	77.00			10.00	3.00	10.00	10.00	2.00	35.00			10.00	10.00	10.00	10.00	2.00	42.00
Comp	3.00				3.00				3.00								0.00
Work/Leave	80.00			10.00	6.00	10.00	10.00	2.00	38.00			10.00	10.00	10.00	10.00	2.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 18.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 09/04	SUN 09/05	MON	TUE 09/07	WED 09/08	THU 09/09	FRI 09/10	WEEK 1 TOTALS	SAT 09/11	SUN 09/12	MON 09/13	TUE 09/14	WED 09/15	THU 09/16	FRI 09/17	WEEK 2 TOTALS
WORK	60.00				10.00	9.00	4.00	5.00	28.00			2.00	3.00	5.00	9.00	13.00	32.00
Comp	11.00					1.00	1.00		2.00			6.00	3.00				9.00
Work/Leave	71.00				10.00	10.00	5.00	5.00	30.00			8.00	6.00	5.00	9.00	13.00	41.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 19.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 09/18	SUN 09/19	MON 09/20	TUE 09/21	WED 09/22	THU 09/23	FRI 09/24	WEEK 1 TOTALS	SAT 09/25	SUN 09/26	MON 09/27	TUE 09/28	WED 09/29	THU 09/30	FRI 10/01	WEEK 2 TOTALS
WORK	80.00			8.00	9.00	10.00	8.00	5.00	40.00	3.00		8.00	8.00	8.00	9.00	4.00	40.00
Work/Leave	80.00			8.00	9.00	10.00	8.00	5.00	40.00	3.00		8.00	8.00	8.00	9.00	4.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 20.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 10/02	SUN 10/03	MON 10/04	TUE 10/05	WED 10/06	THU 10/07	FRI 10/08	WEEK 1 TOTALS	SAT 10/09	SUN 10/10	MON 10/11	TUE 10/12	WED 10/13	THU 10/14	FRI 10/15	WEEK 2 TOTALS
WORK	60.00			8.00	9.00	10.00	10.00	2.00	39.00				8.00	5.00			21.00
Comp	20.00			1.00					1.00				2.00	5.00	10.00		19.00
Work/Leave	80.00			9.00	9.00	10.00	10.00	2.00	40.00			10.00	10.00	10.00	10.00		40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 21.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 10/16	SUN 10/17	MON 10/18	TUE 10/19	WED 10/20	THU 10/21	FRI 10/22	WEEK 1 TOTALS	SAT 10/23	SUN 10/24	MON 10/25	TUE 10/26	WED 10/27	THU 10/28	FRI 10/29	WEEK 2 TOTALS
WORK	91.00			14.00	14.00	10.00	10.00	3.00	51.00			10.00	8.00	10.00	10.00	2.00	40.00
Work/Leave	91.00			14.00	14.00	10.00	10.00	3.00	51.00			10.00	8.00	10.00	10.00	2.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	91.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 22.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 30.60

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 10/30	SUN 10/31	MON 11/01	TUE 11/02	WED 11/03	THU 11/04	FRI 11/05	WEEK 1 TOTALS	SAT 11/06	SUN 11/07	MON 11/08	TUE 11/09	WED 11/10	THU 11/11	FRI 11/12	WEEK 2 TOTALS
WORK	85.00			10.00	10.00	8.00	10.00		38.00	8.00	8.00	10.00	8.00	8.00		2.00	47.00
Work/Leave	85.00			10.00	10.00	8.00	10.00		38.00	8.00	8.00	10.00	8.00	8.00	3.00	2.00	47.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	85.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	30.60	1183 *Mileage Low	7101	DEA					10/30/2010
TOTAL	30.60								

Date: 10/01/2013

Period: 23.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/13	SUN 11/14	MON 11/15	TUE 11/16	WED 11/17	THU 11/18	FRI 11/19	WEEK 1 TOTALS	SAT 11/20	SUN 11/21	MON 11/22	TUE 11/23	WED 11/24	THU 11/25	FRI 11/26	WEEK 2 TOTALS
WORK	67.00			10.00	9.00	10.00	8.00	6.00	43.00			10.00	10.00	2.00	2.00	24.00	
Comp	4.00								0.00					4.00		4.00	
Work/Leave	71.00			10.00	9.00	10.00	8.00	6.00	43.00			10.00	10.00	6.00	2.00	28.00	

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 24.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/27	SUN 11/28	MON 11/29	TUE 11/30	WED 12/01	THU 12/02	FRI 12/03	WEEK 1 TOTALS	SAT 12/04	SUN 12/05	MON 12/06	TUE 12/07	WED 12/08	THU 12/09	FRI 12/10	WEEK 2 TOTALS
WORK	89.50			11.50	10.00	10.00	15.00	4.00	50.50			9.00	9.00	8.00	10.00	3.00	39.00
Work/Leave	89.50			11.50	10.00	10.00	15.00	4.00	50.50			9.00	9.00	8.00	10.00	3.00	39.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	89.50	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 25.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/11	SUN 12/12	MON 12/13	TUE 12/14	WED 12/15	THU 12/16	FRI 12/17	WEEK 1 TOTALS	SAT 12/18	SUN 12/19	MON 12/20	TUE 12/21	WED 12/22	THU 12/23	FRI	WEEK 2 TOTALS
WORK	71.00			10.00	10.00	15.00	15.00	3.00	53.00			10.00	6.00	2.00			18.00
Work/Leave	71.00			10.00	10.00	15.00	15.00	3.00	53.00			10.00	6.00	2.00			18.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 26.2010

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/25	SUN 12/26	MON 12/27	TUE 12/28	WED 12/29	THU 12/30	FRI	WEEK 1 TOTALS	SAT 01/01	SUN 01/02	MON 01/03	TUE 01/04	WED 01/05	THU 01/06	FRI 01/07	WEEK 2 TOTALS
WORK	50.00			3.00	2.00	3.00	2.00		10.00			10.00	8.00	8.00	10.00	4.00	40.00
Comp	21.00			7.00	7.00	7.00			21.00								0.00
Work/Leave	71.00			10.00	9.00	10.00	2.00		31.00			10.00	8.00	8.00	10.00	4.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 01.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/08	SUN 01/09	MON 01/10	TUE 01/11	WED 01/12	THU 01/13	FRI 01/14	WEEK 1 TOTALS	SAT 01/15	SUN 01/16	MON 01/17	TUE 01/18	WED 01/19	THU 01/20	FRI 01/21	WEEK 2 TOTALS
WORK	79.00			10.00	10.00	8.00	10.00	7.00	45.00				10.00	10.00	8.00	3.00	34.00
Work/Leave	79.00			10.00	10.00	8.00	10.00	7.00	45.00			3.00	10.00	10.00	8.00	3.00	34.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	79.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 02.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/22	SUN 01/23	MON 01/24	TUE 01/25	WED 01/26	THU 01/27	FRI 01/28	WEEK 1 TOTALS	SAT 01/29	SUN 01/30	MON 01/31	TUE 02/01	WED 02/02	THU 02/03	FRI 02/04	WEEK 2 TOTALS
WORK	111.50			12.00	12.00	11.00	12.00	7.00	54.00	2.00	1.00	11.00	11.00	12.00	12.00	8.50	57.50
Work/Leave	111.50			12.00	12.00	11.00	12.00	7.00	54.00	2.00	1.00	11.00	11.00	12.00	12.00	8.50	57.50

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	111.50	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 03.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/05	SUN 02/06	MON 02/07	TUE 02/08	WED 02/09	THU 02/10	FRI 02/11	WEEK 1 TOTALS	SAT 02/12	SUN 02/13	MON 02/14	TUE 02/15	WED 02/16	THU 02/17	FRI 02/18	WEEK 2 TOTALS
WORK	108.50			12.00	12.00	14.00	12.00	8.00	58.00	2.00		5.00	11.00	11.00	12.00	9.50	50.50
Work/Leave	108.50			12.00	12.00	14.00	12.00	8.00	58.00	2.00		5.00	11.00	11.00	12.00	9.50	50.50

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	108.50	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 04.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/19	SUN 02/20	MON 02/21	TUE 02/22	WED 02/23	THU 02/24	FRI 02/25	WEEK 1 TOTALS	SAT 02/26	SUN 02/27	MON 02/28	TUE 03/01	WED 03/02	THU 03/03	FRI 03/04	WEEK 2 TOTALS
WORK	94.00	2.00			10.00	10.00	10.00	10.00	44.00			10.00	10.00	10.00	12.00	8.00	50.00
Work/Leave	94.00	2.00		2.00	10.00	10.00	10.00	10.00	44.00			10.00	10.00	10.00	12.00	8.00	50.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	94.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 05.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 03/05	SUN 03/06	MON 03/07	TUE 03/08	WED 03/09	THU 03/10	FRI 03/11	WEEK 1 TOTALS	SAT 03/12	SUN 03/13	MON 03/14	TUE 03/15	WED 03/16	THU 03/17	FRI 03/18	WEEK 2 TOTALS
WORK	109.00	2.00	9.00	10.00	17.00	10.00	13.00	6.00	67.00	1.00		9.00	8.00	14.00	8.00	2.00	42.00
Work/Leave	109.00	2.00	9.00	10.00	17.00	10.00	13.00	6.00	67.00	1.00		9.00	8.00	14.00	8.00	2.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	109.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 06.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 595.50

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 03/19	SUN 03/20	MON 03/21	TUE 03/22	WED 03/23	THU 03/24	FRI 03/25	WEEK 1 TOTALS	SAT 03/26	SUN 03/27	MON 03/28	TUE 03/29	WED 03/30	THU 03/31	FRI 04/01	WEEK 2 TOTALS
WORK	82.00	2.00		5.00	10.00	17.00	4.00	4.00	42.00	2.00		5.00	10.00	10.00	10.00	3.00	40.00
Work/Leave	82.00	2.00		5.00	10.00	17.00	4.00	4.00	42.00	2.00		5.00	10.00	10.00	10.00	3.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	82.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	595.50	1195 *Mileage Max	7101	DEA					03/19/2011
TOTAL	595.50								

Date: 10/01/2013

Period: 07.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 04/02	SUN 04/03	MON 04/04	TUE 04/05	WED 04/06	THU 04/07	FRI 04/08	WEEK 1 TOTALS	SAT 04/09	SUN 04/10	MON 04/11	TUE 04/12	WED 04/13	THU 04/14	FRI 04/15	WEEK 2 TOTALS
WORK	81.00	2.00		10.00	10.00	10.00	6.00	4.00	42.00	2.00		10.00	13.00	10.00	4.00		39.00
Work/Leave	81.00	2.00		10.00	10.00	10.00	6.00	4.00	42.00	2.00		10.00	13.00	10.00	4.00		39.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	81.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 08.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 72.50

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 04/16	SUN 04/17	MON 04/18	TUE 04/19	WED 04/20	THU 04/21	FRI 04/22	WEEK 1 TOTALS	SAT 04/23	SUN 04/24	MON 04/25	TUE 04/26	WED 04/27	THU 04/28	FRI 04/29	WEEK 2 TOTALS
WORK	63.00	2.00		2.00	3.00	3.00	2.00	2.00	14.00			10.00	12.00	10.00	10.00	7.00	49.00
Comp	17.00			4.00	4.00	4.00	4.00	1.00	17.00								0.00
Work/Leave	80.00	2.00		6.00	7.00	7.00	6.00	3.00	31.00			10.00	12.00	10.00	10.00	7.00	49.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	45.00	1195 *Mileage Max	7101	DEA					04/16/2011
DEFAULT	27.50	1195 *Mileage Max	7101	DEA					04/17/2011
TOTAL	72.50								

Date: 10/01/2013

Period: 09.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 04/30	SUN 05/01	MON 05/02	TUE 05/03	WED 05/04	THU 05/05	FRI 05/06	WEEK 1 TOTALS	SAT 05/07	SUN 05/08	MON 05/09	TUE 05/10	WED 05/11	THU 05/12	FRI 05/13	WEEK 2 TOTALS
WORK	85.00			5.00	10.00	10.00	10.00	8.00	43.00			3.00	12.00	9.00	10.00	8.00	42.00
Work/Leave	85.00			5.00	10.00	10.00	10.00	8.00	43.00			3.00	12.00	9.00	10.00	8.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	85.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 10.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 05/14	SUN 05/15	MON 05/16	TUE 05/17	WED 05/18	THU 05/19	FRI 05/20	WEEK 1 TOTALS	SAT 05/21	SUN 05/22	MON 05/23	TUE 05/24	WED 05/25	THU 05/26	FRI 05/27	WEEK 2 TOTALS
WORK	86.00			10.00	10.00	10.00	10.00	5.00	45.00			10.00	7.00	14.00	10.00		41.00
Work/Leave	86.00			10.00	10.00	10.00	10.00	5.00	45.00			10.00	7.00	14.00	10.00		41.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	86.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 11.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Acrued Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 05/28	SUN 05/29	MON	TUE 05/31	WED 06/01	THU 06/02	FRI 06/03	WEEK 1 TOTALS	SAT 06/04	SUN 06/05	MON 06/06	TUE 06/07	WED 06/08	THU 06/09	FRI 06/10	WEEK 2 TOTALS
WORK	90.00				10.00	10.00	10.00	3.00	33.00	8.00	6.00	10.00	14.00	8.00	11.00		57.00
Work/Leave	90.00				10.00	10.00	10.00	3.00	33.00	8.00	6.00	10.00	14.00	8.00	11.00		57.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	90.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 12.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 27.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 06/11	SUN 06/12	MON 06/13	TUE 06/14	WED 06/15	THU 06/16	FRI 06/17	WEEK 1 TOTALS	SAT 06/18	SUN 06/19	MON 06/20	TUE 06/21	WED 06/22	THU 06/23	FRI 06/24	WEEK 2 TOTALS
WORK	80.00			10.00	10.00	11.00	10.00		41.00		7.00	10.00	10.00	8.00	4.00		39.00
Work/Leave	80.00			10.00	10.00	11.00	10.00		41.00		7.00	10.00	10.00	8.00	4.00		39.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	27.00	1194 Taxable Meal Allow	7101	DEA					06/11/2011
TOTAL	27.00								

Date: 10/01/2013

Period: 13.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 06/25	SUN 06/26	MON 06/27	TUE 06/28	WED 06/29	THU 06/30	FRI 07/01	WEEK 1 TOTALS	SAT 07/02	SUN 07/03	MON 07/04	TUE 07/05	WED 07/06	THU 07/07	FRI 07/08	WEEK 2 TOTALS
WORK	58.00			10.00	11.00	11.00	13.00	8.00	53.00				1.00	1.00	1.00	1.00	5.00
Comp	13.00								0.00				4.00				13.00
Work/Leave	71.00			10.00	11.00	11.00	13.00	8.00	53.00			10.00	5.00	1.00	1.00	1.00	18.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	71.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 14.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 07/09	SUN 07/10	MON 07/11	TUE 07/12	WED 07/13	THU 07/14	FRI 07/15	WEEK 1 TOTALS	SAT 07/16	SUN 07/17	MON 07/18	TUE 07/19	WED 07/20	THU 07/21	FRI 07/22	WEEK 2 TOTALS
WORK	67.00		11.00	10.00	10.00	10.00	11.00	2.00	54.00			7.00	1.00	1.00	2.00	2.00	13.00
Comp	13.00								0.00			2.00	2.00	5.00	2.00	2.00	13.00
Work/Leave	80.00		11.00	10.00	10.00	10.00	11.00	2.00	54.00			9.00	3.00	6.00	4.00	4.00	26.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 15.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 07/23	SUN 07/24	MON	TUE 07/26	WED 07/27	THU 07/28	FRI 07/29	WEEK 1 TOTALS	SAT 07/30	SUN 07/31	MON 08/01	TUE 08/02	WED 08/03	THU 08/04	FRI 08/05	WEEK 2 TOTALS
WORK	72.00				10.00	10.00	10.00	2.00	34.00			9.00	7.00	5.00	10.00	7.00	38.00
Work/Leave	72.00			2.00	10.00	10.00	10.00	2.00	34.00			9.00	7.00	5.00	10.00	7.00	38.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	72.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 16.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/06	SUN 08/07	MON 08/08	TUE 08/09	WED 08/10	THU 08/11	FRI 08/12	WEEK 1 TOTALS	SAT 08/13	SUN 08/14	MON 08/15	TUE 08/16	WED 08/17	THU 08/18	FRI 08/19	WEEK 2 TOTALS
WORK	59.00			10.00	10.00	9.00	8.00	4.00	41.00	2.00		4.00	3.00	3.00	4.00	2.00	18.00
Comp	21.00								0.00			4.00	4.00	6.00	4.00	3.00	21.00
Work/Leave	80.00			10.00	10.00	9.00	8.00	4.00	41.00	2.00		8.00	7.00	9.00	8.00	5.00	39.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 17.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/20	SUN 08/21	MON 08/22	TUE 08/23	WED 08/24	THU 08/25	FRI 08/26	WEEK 1 TOTALS	SAT 08/27	SUN 08/28	MON 08/29	TUE 08/30	WED 08/31	THU 09/01	FRI 09/02	WEEK 2 TOTALS
WORK	80.00			9.00	9.00	9.00	9.00	4.00	40.00			9.00	9.00	9.00	9.00	4.00	40.00
Work/Leave	80.00			9.00	9.00	9.00	9.00	4.00	40.00			9.00	9.00	9.00	9.00	4.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 18.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 137.70

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 09/03	SUN 09/04	MON 09/05	TUE 09/06	WED 09/07	THU 09/08	FRI 09/09	WEEK 1 TOTALS	SAT 09/10	SUN 09/11	MON 09/12	TUE 09/13	WED 09/14	THU 09/15	FRI 09/16	WEEK 2 TOTALS
WORK	80.00				11.00	7.00	8.00	5.00	38.00			7.00	13.00	8.00	8.00	6.00	42.00
Work/Leave	80.00			7.00	11.00	7.00	8.00	5.00	38.00			7.00	13.00	8.00	8.00	6.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	137.70	1195 *Mileage Max	7101	DEA					09/03/2011
TOTAL	137.70								

Date: 10/01/2013

Period: 19.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 09/17	SUN 09/18	MON 09/19	TUE 09/20	WED 09/21	THU 09/22	FRI 09/23	WEEK 1 TOTALS	SAT 09/24	SUN 09/25	MON 09/26	TUE 09/27	WED 09/28	THU 09/29	FRI 09/30	WEEK 2 TOTALS
WORK	86.00			14.00	10.00	10.00	8.00	4.00	46.00			8.00	8.00	10.00	8.00	6.00	40.00
Work/Leave	86.00			14.00	10.00	10.00	8.00	4.00	46.00			8.00	8.00	10.00	8.00	6.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	86.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 20.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 342.72

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 10/01	SUN 10/02	MON 10/03	TUE 10/04	WED 10/05	THU 10/06	FRI 10/07	WEEK 1 TOTALS	SAT 10/08	SUN 10/09	MON 10/10	TUE 10/11	WED 10/12	THU 10/13	FRI 10/14	WEEK 2 TOTALS
WORK	61.00			8.00	10.00	10.00	10.00	5.00	43.00				2.00	4.00	3.00	4.00	18.00
Comp	11.00								0.00				4.00	4.00	3.00		11.00
Work/Leave	72.00			8.00	10.00	10.00	10.00	5.00	43.00			5.00	6.00	8.00	6.00	4.00	29.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	72.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	342.72	1195 *Mileage Max	7101	DEA					10/01/2011
TOTAL	342.72								

Date: 10/01/2013

Period: 21.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 10/15	SUN 10/16	MON 10/17	TUE 10/18	WED 10/19	THU 10/20	FRI 10/21	WEEK 1 TOTALS	SAT 10/22	SUN 10/23	MON 10/24	TUE 10/25	WED 10/26	THU 10/27	FRI 10/28	WEEK 2 TOTALS
WORK	80.00			8.00	8.00	8.00	8.00	8.00	40.00			8.00	8.00	8.00	8.00	8.00	40.00
Work/Leave	80.00			8.00	8.00	8.00	8.00	8.00	40.00			8.00	8.00	8.00	8.00	8.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 22.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 10/29	SUN 10/30	MON 10/31	TUE 11/01	WED 11/02	THU 11/03	FRI 11/04	WEEK 1 TOTALS	SAT 11/05	SUN 11/06	MON 11/07	TUE 11/08	WED 11/09	THU 11/10	FRI	WEEK 2 TOTALS
WORK	75.00			9.00	9.00	8.00	9.00	8.00	43.00			8.00	8.00	9.00	7.00		32.00
Work/Leave	75.00			9.00	9.00	8.00	9.00	8.00	43.00			8.00	8.00	9.00	7.00		32.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	75.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 23.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/12	SUN 11/13	MON 11/14	TUE 11/15	WED 11/16	THU 11/17	FRI 11/18	WEEK 1 TOTALS	SAT 11/19	SUN 11/20	MON 11/21	TUE 11/22	WED 11/23	THU 11/24	FRI 11/25	WEEK 2 TOTALS
WORK	69.00			8.00	6.00	6.00	14.00	6.00	40.00			8.00	8.00	9.00		4.00	29.00
Excess	3.00								0.00							3.00	3.00
Work/Leave	72.00			8.00	6.00	6.00	14.00	6.00	40.00			8.00	8.00	9.00		7.00	32.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	69.00	7101	DEA				
1000331683	3.00	9855	ZAE	9901			

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 24.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/26	SUN 11/27	MON 11/28	TUE 11/29	WED 11/30	THU 12/01	FRI 12/02	WEEK 1 TOTALS	SAT 12/03	SUN 12/04	MON 12/05	TUE 12/06	WED 12/07	THU 12/08	FRI 12/09	WEEK 2 TOTALS
WORK	83.00	3.00		10.00	10.00	13.00	7.00	5.00	48.00	2.00		6.00	8.00	6.00	7.00	6.00	35.00
Work/Leave	83.00	3.00		10.00	10.00	13.00	7.00	5.00	48.00	2.00		6.00	8.00	6.00	7.00	6.00	35.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	83.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 25.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 12/10	SUN 12/11	MON 12/12	TUE 12/13	WED 12/14	THU 12/15	FRI 12/16	WEEK 1 TOTALS	SAT 12/17	SUN 12/18	MON 12/19	TUE 12/20	WED 12/21	THU 12/22	FRI 12/23	WEEK 2 TOTALS
WORK	58.00			8.00	9.00	8.00	6.00	3.00	34.00			7.00	7.00	6.00	2.00	2.00	24.00
Annual	14.00								0.00						8.00	6.00	14.00
Other - Ad	8.00						4.00		4.00					4.00			4.00
Work/Leave	80.00			8.00	9.00	8.00	10.00	3.00	38.00			7.00	7.00	10.00	10.00	8.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

TASK	HOURS
AG LUNCHEO	4.00
GOV LEAVE	4.00

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 26.2011

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/24	SUN 12/25	MON	TUE 12/27	WED 12/28	THU 12/29	FRI 12/30	WEEK 1 TOTALS	SAT 12/31	SUN 01/01	MON	TUE 01/03	WED 01/04	THU 01/05	FRI 01/06	WEEK 2 TOTALS
WORK	37.00	2.00			2.00	2.00	2.00	2.00	14.00				8.00	4.00	4.00	3.00	23.00
Annual	27.00				2.00	6.00	6.00	4.00	18.00						4.00	5.00	9.00
Work/Leave	64.00	2.00		4.00	4.00	8.00	8.00	6.00	32.00			4.00	8.00	4.00	8.00	8.00	32.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	64.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 01.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 25.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/07	SUN 01/08	MON 01/09	TUE 01/10	WED 01/11	THU 01/12	FRI 01/13	WEEK 1 TOTALS	SAT 01/14	SUN 01/15	MON 01/16	TUE 01/17	WED 01/18	THU 01/19	FRI 01/20	WEEK 2 TOTALS
WORK	83.00	3.00		9.00	10.00	10.00	8.00	7.00	47.00	2.00			9.00	10.00	4.00	6.00	36.00
Work/Leave	83.00	3.00		9.00	10.00	10.00	8.00	7.00	47.00	2.00		5.00	9.00	10.00	4.00	6.00	36.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	COMMENTS
Default	83.00	7101	DEA					01/07/12: Meal reimbursement for 11/17/2

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	25.00	1194 Taxable Meal Allow	7101	DEA					01/07/2012
TOTAL	25.00								

Date: 10/01/2013

Period: 02.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 01/21	SUN 01/22	MON 01/23	TUE 01/24	WED 01/25	THU 01/26	FRI 01/27	WEEK 1 TOTALS	SAT 01/28	SUN 01/29	MON 01/30	TUE 01/31	WED 02/01	THU 02/02	FRI 02/03	WEEK 2 TOTALS
WORK	113.00	2.00		10.00	13.00	13.00	12.00	9.00	59.00	3.00		10.00	10.00	10.00	11.00	10.00	54.00
Work/Leave	113.00	2.00		10.00	13.00	13.00	12.00	9.00	59.00	3.00		10.00	10.00	10.00	11.00	10.00	54.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	113.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 03.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/04	SUN 02/05	MON 02/06	TUE 02/07	WED 02/08	THU 02/09	FRI 02/10	WEEK 1 TOTALS	SAT 02/11	SUN 02/12	MON 02/13	TUE 02/14	WED 02/15	THU 02/16	FRI 02/17	WEEK 2 TOTALS
WORK	109.00	3.00		10.00	11.00	11.00	14.00	11.00	60.00	7.00		6.00	6.00	6.00	12.00	12.00	49.00
Work/Leave	109.00	3.00		10.00	11.00	11.00	14.00	11.00	60.00	7.00		6.00	6.00	6.00	12.00	12.00	49.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	109.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 04.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 02/18	SUN 02/19	MON	TUE 02/21	WED 02/22	THU 02/23	FRI 02/24	WEEK 1 TOTALS	SAT 02/25	SUN 02/26	MON 02/27	TUE 02/28	WED 02/29	THU 03/01	FRI 03/02	WEEK 2 TOTALS
WORK	100.00	5.00			11.00	10.00	10.00	10.00	51.00			10.00	12.00	10.00	10.00	7.00	49.00
Work/Leave	100.00	5.00		5.00	11.00	10.00	10.00	10.00	51.00			10.00	12.00	10.00	10.00	7.00	49.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	100.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 05.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 03/03	SUN 03/04	MON 03/05	TUE 03/06	WED 03/07	THU 03/08	FRI 03/09	WEEK 1 TOTALS	SAT 03/10	SUN 03/11	MON 03/12	TUE 03/13	WED 03/14	THU 03/15	FRI 03/16	WEEK 2 TOTALS
WORK	98.00		7.00	11.00	12.00	14.00	15.00	7.00	66.00			7.00	7.00	8.00	5.00	5.00	32.00
Work/Leave	98.00		7.00	11.00	12.00	14.00	15.00	7.00	66.00			7.00	7.00	8.00	5.00	5.00	32.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	98.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 06.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 03/17	SUN 03/18	MON 03/19	TUE 03/20	WED 03/21	THU 03/22	FRI 03/23	WEEK 1 TOTALS	SAT 03/24	SUN 03/25	MON 03/26	TUE 03/27	WED 03/28	THU 03/29	FRI 03/30	WEEK 2 TOTALS
WORK	66.50			2.00	2.00	2.00	2.00	2.00	10.00		11.00	13.00	13.50	15.00	2.00	2.00	56.50
Sick	13.50			6.00	6.00	1.50			13.50								0.00
Work/Leave	80.00			8.00	8.00	3.50	2.00	2.00	23.50		11.00	13.00	13.50	15.00	2.00	2.00	56.50

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 07.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 03/31	SUN 04/01	MON 04/02	TUE 04/03	WED 04/04	THU 04/05	FRI 04/06	WEEK 1 TOTALS	SAT 04/07	SUN 04/08	MON 04/09	TUE 04/10	WED 04/11	THU 04/12	FRI 04/13	WEEK 2 TOTALS
WORK	22.50			2.50	3.00	2.00	3.00	2.00	12.50			2.00	2.00	2.00	2.00	2.00	10.00
Sick	10.50			5.50	5.00				10.50								0.00
Comp	47.00					6.00	5.00	6.00	17.00			6.00	6.00	6.00	6.00	6.00	30.00
Work/Leave	80.00			8.00	8.00	8.00	8.00	8.00	40.00			8.00	8.00	8.00	8.00	8.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 08.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 04/14	SUN 04/15	MON 04/16	TUE 04/17	WED 04/18	THU 04/19	FRI 04/20	WEEK 1 TOTALS	SAT 04/21	SUN 04/22	MON 04/23	TUE 04/24	WED 04/25	THU 04/26	FRI 04/27	WEEK 2 TOTALS
WORK	51.50			2.50	2.50	2.50	2.50	2.50	12.50			8.00	10.00	10.00	8.00	3.00	39.00
Sick	26.00					5.00	5.00	5.00	15.00			2.00			2.00	7.00	11.00
Comp	2.50			1.50	1.00				2.50								0.00
Work/Leave	80.00			4.00	3.50	7.50	7.50	7.50	30.00			10.00	10.00	10.00	10.00	10.00	50.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 09.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 04/28	SUN 04/29	MON 04/30	TUE 05/01	WED 05/02	THU 05/03	FRI 05/04	WEEK 1 TOTALS	SAT 05/05	SUN 05/06	MON 05/07	TUE 05/08	WED 05/09	THU 05/10	FRI 05/11	WEEK 2 TOTALS
WORK	69.00			7.00	8.00	8.00	8.00	7.00	38.00			8.00	10.00	8.00	2.50	2.50	31.00
Comp	11.00			1.00				1.00	2.00						4.50	4.50	9.00
Work/Leave	80.00			8.00	8.00	8.00	8.00	8.00	40.00			8.00	10.00	8.00	7.00	7.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 10.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 05/12	SUN 05/13	MON 05/14	TUE 05/15	WED 05/16	THU 05/17	FRI 05/18	WEEK 1 TOTALS	SAT 05/19	SUN 05/20	MON 05/21	TUE 05/22	WED 05/23	THU 05/24	FRI 05/25	WEEK 2 TOTALS
WORK	68.00			7.00	6.00	8.00	7.00	6.00	34.00			8.00	13.00	6.00	4.00	3.00	34.00
Comp	12.00								0.00					2.00	4.00	6.00	12.00
Work/Leave	80.00			7.00	6.00	8.00	7.00	6.00	34.00			8.00	13.00	8.00	8.00	9.00	46.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 11.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 257.04

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 05/26	SUN 05/27	MON	TUE 05/29	WED 05/30	THU 05/31	FRI 06/01	WEEK 1 TOTALS	SAT 06/02	SUN 06/03	MON 06/04	TUE 06/05	WED 06/06	THU 06/07	FRI 06/08	WEEK 2 TOTALS
WORK	61.00	2.00			7.00	7.00	6.00		24.00	2.00		6.00	6.00	10.00	12.00	1.00	37.00
Comp	11.00				1.00	1.00	2.00	4.00	8.00			2.00	1.00				3.00
Work/Leave	72.00	2.00		2.00	8.00	8.00	8.00	4.00	32.00	2.00		8.00	7.00	10.00	12.00	1.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	COMMENTS
Default	72.00	7101	DEA					05/26/12: Mileage for 6/6, 6/7/2012

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	257.04	1195 *Mileage Max	7101	DEA					05/26/2012
TOTAL	257.04								

Date: 10/01/2013

Period: 12.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 06/09	SUN 06/10	MON 06/11	TUE 06/12	WED 06/13	THU 06/14	FRI 06/15	WEEK 1 TOTALS	SAT 06/16	SUN 06/17	MON 06/18	TUE 06/19	WED 06/20	THU 06/21	FRI 06/22	WEEK 2 TOTALS
WORK	57.00			6.00	8.00	6.00	8.00	5.00	33.00			4.00	6.00	7.00	4.00	3.00	24.00
Annual	0.50								0.00							0.50	0.50
Comp	22.50			2.00		2.00		3.00	7.00			4.00	2.00	1.00	4.00	4.50	15.50
Work/Leave	80.00			8.00	8.00	8.00	8.00	8.00	40.00			8.00	8.00	8.00	8.00	8.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 13.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 06/23	SUN 06/24	MON 06/25	TUE 06/26	WED 06/27	THU 06/28	FRI 06/29	WEEK 1 TOTALS	SAT 06/30	SUN 07/01	MON 07/02	TUE 07/03	WED 07/04	THU 07/05	FRI 07/06	WEEK 2 TOTALS
WORK	48.75			8.00	1.00	8.00	10.75	8.00	35.75			6.00	7.00				13.00
Annual	3.25								0.00			3.25					3.25
Sick	20.00								0.00						10.00	10.00	20.00
Work/Leave	72.00			8.00	1.00	8.00	10.75	8.00	35.75			9.25	7.00		10.00	10.00	36.25

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	72.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 14.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 07/07	SUN 07/08	MON 07/09	TUE 07/10	WED 07/11	THU 07/12	FRI 07/13	WEEK 1 TOTALS	SAT 07/14	SUN 07/15	MON 07/16	TUE 07/17	WED 07/18	THU 07/19	FRI 07/20	WEEK 2 TOTALS
WORK	58.00			10.00		4.00	4.00	4.00	22.00			10.00	4.00	8.00	8.00	6.00	36.00
Sick	22.00				10.00	6.00			16.00				6.00				6.00
Work/Leave	80.00			10.00	10.00	10.00	4.00	4.00	38.00			10.00	10.00	8.00	8.00	6.00	42.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 15.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 07/21	SUN 07/22	MON 07/23	TUE	WED 07/25	THU 07/26	FRI 07/27	WEEK 1 TOTALS	SAT 07/28	SUN 07/29	MON 07/30	TUE 07/31	WED 08/01	THU 08/02	FRI 08/03	WEEK 2 TOTALS
WORK	88.00	6.00	4.00	10.00		10.00	2.00	2.00	44.00	10.00		5.00	7.00	8.00	10.00	4.00	44.00
Work/Leave	88.00	6.00	4.00	10.00	10.00	10.00	2.00	2.00	44.00	10.00		5.00	7.00	8.00	10.00	4.00	44.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	88.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 16.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/04	SUN 08/05	MON 08/06	TUE 08/07	WED 08/08	THU 08/09	FRI 08/10	WEEK 1 TOTALS	SAT 08/11	SUN 08/12	MON 08/13	TUE 08/14	WED 08/15	THU 08/16	FRI 08/17	WEEK 2 TOTALS
WORK	52.00			2.00	10.00	10.00	8.00	2.00	32.00			2.00	3.00	8.00	4.00	3.00	20.00
Annual	12.00								0.00						5.00	7.00	12.00
Sick	8.00			8.00					8.00								0.00
Comp	8.00								0.00			8.00					8.00
Work/Leave	80.00			10.00	10.00	10.00	8.00	2.00	40.00			10.00	3.00	8.00	9.00	10.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 17.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 08/18	SUN 08/19	MON 08/20	TUE 08/21	WED 08/22	THU 08/23	FRI 08/24	WEEK 1 TOTALS	SAT 08/25	SUN 08/26	MON 08/27	TUE 08/28	WED 08/29	THU 08/30	FRI 08/31	WEEK 2 TOTALS
WORK	79.00			10.00	8.00	13.00	8.00	6.00	45.00			10.00	3.00	6.00	7.00	8.00	34.00
Annual	1.00								0.00				1.00				1.00
Work/Leave	80.00			10.00	8.00	13.00	8.00	6.00	45.00			10.00	4.00	6.00	7.00	8.00	35.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 18.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 09/01	SUN 09/02	MON	TUE 09/04	WED 09/05	THU 09/06	FRI 09/07	WEEK 1 TOTALS	SAT 09/08	SUN 09/09	MON 09/10	TUE 09/11	WED 09/12	THU 09/13	FRI 09/14	WEEK 2 TOTALS
WORK	77.00				10.00	6.00	8.00	8.00	32.00			8.00	8.00	13.00	13.00	3.00	45.00
Work/Leave	77.00				10.00	6.00	8.00	8.00	32.00			8.00	8.00	13.00	13.00	3.00	45.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	77.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 19.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 09/15	SUN 09/16	MON 09/17	TUE 09/18	WED 09/19	THU 09/20	FRI 09/21	WEEK 1 TOTALS	SAT 09/22	SUN 09/23	MON 09/24	TUE 09/25	WED 09/26	THU 09/27	FRI 09/28	WEEK 2 TOTALS
WORK	41.00			10.00		5.00	6.00	6.00	27.00	2.00				8.00	4.00		14.00
Annual	16.00								0.00			8.00	8.00				16.00
Sick	23.00				10.00				10.00						3.00	10.00	13.00
Work/Leave	80.00			10.00	10.00	5.00	6.00	6.00	37.00	2.00		8.00	8.00	8.00	7.00	10.00	43.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 20.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 09/29	SUN 09/30	MON 10/01	TUE 10/02	WED 10/03	THU 10/04	FRI 10/05	WEEK 1 TOTALS	SAT 10/06	SUN 10/07	MON 10/08	TUE 10/09	WED 10/10	THU 10/11	FRI 10/12	WEEK 2 TOTALS
WORK	55.00			10.00	4.00		4.00	6.00	24.00				7.00	8.00	4.00	4.00	31.00
Annual	7.00						4.00		4.00				1.00		2.00		3.00
Sick	10.00					10.00			10.00								0.00
Work/Leave	72.00			10.00	4.00	10.00	8.00	6.00	38.00			8.00	8.00	8.00	6.00	4.00	34.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	72.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 21.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 10/13	SUN 10/14	MON 10/15	TUE 10/16	WED 10/17	THU 10/18	FRI 10/19	WEEK 1 TOTALS	SAT 10/20	SUN 10/21	MON 10/22	TUE 10/23	WED 10/24	THU 10/25	FRI 10/26	WEEK 2 TOTALS
WORK	41.00			4.00	8.00	6.00	4.00		22.00			6.00	4.00	4.00	2.00	3.00	19.00
Annual	29.00			4.00		4.00			8.00			4.00	6.00	6.00	5.00		21.00
Sick	10.00							10.00	10.00								0.00
Work/Leave	80.00			8.00	8.00	10.00	4.00	10.00	40.00			10.00	10.00	10.00	7.00	3.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 22.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages: NONE

Abs/Att Descrip	Period Total	SAT 10/27	SUN 10/28	MON 10/29	TUE 10/30	WED 10/31	THU 11/01	FRI 11/02	WEEK 1 TOTALS	SAT 11/03	SUN 11/04	MON 11/05	TUE 11/06	WED 11/07	THU 11/08	FRI 11/09	WEEK 2 TOTALS
WORK	66.00			8.00	7.00	7.00	6.00	6.00	34.00			3.00	3.00	8.00	10.00	8.00	32.00
Annual	14.00				1.00	1.00	2.00	2.00	6.00			3.00	5.00				8.00
Work/Leave	80.00			8.00	8.00	8.00	8.00	8.00	40.00			6.00	8.00	8.00	10.00	8.00	40.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	80.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 23.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 0.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/10	SUN 11/11	MON	TUE 11/13	WED 11/14	THU 11/15	FRI 11/16	WEEK 1 TOTALS	SAT 11/17	SUN 11/18	MON 11/19	TUE 11/20	WED 11/21	THU	FRI 11/23	WEEK 2 TOTALS
WORK	65.00				10.00	2.00	7.00	10.00	37.00			8.00	10.00	10.00			28.00
Work/Leave	65.00			8.00	10.00	2.00	7.00	10.00	37.00			8.00	10.00	10.00			28.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE
Default	65.00	7101	DEA				

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 24.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: **APPROVED**

Other Pay of \$ 0.00

Warning messages:

Time entered is greater than 80 hours.

Abs/Att Descrip	Period Total	SAT 11/24	SUN 11/25	MON 11/26	TUE 11/27	WED 11/28	THU 11/29	FRI 11/30	WEEK 1 TOTALS	SAT 12/01	SUN 12/02	MON 12/03	TUE 12/04	WED 12/05	THU 12/06	FRI 12/07	WEEK 2 TOTALS
WORK	150.00	4.00	10.00	18.00	15.00	18.00	15.00	17.00	97.00	10.00		23.00	10.00	5.00	5.00		53.00
Sick	40.00			2.00	5.00	5.00	5.00	5.00	22.00				8.00	10.00			18.00
Other - Ad	12.00		8.00	4.00					12.00								0.00
Work/Leave	202.00	4.00	18.00	24.00	20.00	23.00	20.00	22.00	131.00	10.00		23.00	18.00	15.00	5.00		71.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	COMMENTS
Default	202.00	7101	DEA					11/24/12: 12/24/2012 11/25/12: 12/25/2012 11/26/12: 12/10/2012 11/26/12: 12/10/2012 11/26/12: 12/24/2012 11/26/12: 12/24/2012 11/27/12: 12/11/2012 11/27/12: 12/11/2012 11/28/12: 12/26/2012 11/28/12: 12/12/2012 11/28/12: 12/12/2012 11/29/12: 12/13/2012 11/29/12: 12/13/2012 11/30/12: 12/14/2012 11/30/12: 12/14/2012 11/30/12: 12/28/2012 12/01/12: 12/27/2012 12/03/12: 12/31/2012 12/03/12: 12/17/2012 12/04/12: 12/18/2012 12/05/12: 12/19/2012 12/06/12: 12/20/2012

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
TOTAL	0.00								

Date: 10/01/2013

Period: 25.2012

Employee name: John Edward Swallow

Employee number: 105018

FLSA status: Exempt

Comp/OT: Accrue Comp Time

Timesheet status: APPROVED

Other Pay of \$ 3,000.00

Warning messages:

Time entered is less than 80 hours.

Abs/Att Descrip	Period Total	SAT 12/08	SUN 12/09	MON 12/10	TUE 12/11	WED 12/12	THU 12/13	FRI 12/14	WEEK 1 TOTALS	SAT 12/15	SUN 12/16	MON 12/17	TUE 12/18	WED 12/19	THU 12/20	FRI 12/21	WEEK 2 TOTALS
WORK	27.00				10.00	10.00	7.00		27.00								0.00
Other - Ad	8.00			8.00					8.00								0.00
Work/Leave	35.00			8.00	10.00	10.00	7.00		35.00								0.00

CHARGING	HOURS	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	COMMENTS
Default	35.00	7101	DEA					12/10/12: New Year's Day Holiday 12/11/12: 01/02/2013 12/12/12: 01/03/2013 12/13/12: 01/04/2013

CHARGING	AMOUNT	WAGE TYPE	UNIT	APPR UNIT	ACTV	FUNCTION	PROGRAM	PHASE	WORK DATE
DEFAULT	3000.00	1139 Incentive Award	7101	DEA					12/08/2012
TOTAL	3,000.00								

EXHIBIT 141

Mott, Pat

From: Mott, Pat
Sent: Friday, November 08, 2013 10:33 AM
To: Jennifer A. James
Cc: 'Rodney G. Snow'; Reich, Steven
Subject: Special Investigative Committee – Questions re Chaparral Invoices and Planner Entries

Jennifer,

Thanks to you and Melissa for hosting me in your offices on Wednesday for the review of documents that your firm has withheld from production thus far. I am especially appreciative that Melissa was willing to stay late to allow me to complete the review.

I have a couple follow-up questions for you based on my review:

1. JS000076 and JS000065 are two invoices for services related to the Chaparral project. The invoices identify the date ranges in which Mr. Swallow apparently provided the services but they do not identify the dates on which the invoices were created or sent to Mr. Rawle and/or “the Chaparral Company.” With respect to each of the invoices, can you please tell me:
 - a. Were the invoices created contemporaneously with the services they describe (i.e. on or around the end of the date ranges identified)?
 - b. If the invoices were not created contemporaneously, approximately when were they created and why?
 - c. Did Mr. Swallow send these invoices to Mr. Rawle and/or “the Chaparral Company”?
 - d. If so, when did he send them?

2. I have similar questions with respect to JS001460-1509 (Daytimer Notes on Chaparral), which appear to contain descriptions of work related to the Chaparral project and the hours invested:
 - a. Were the entries on these pages created on or around the dates of the entries?
 - b. If the entries were created at a later date, when were they created and why?

Thanks in advance for your assistance,

Pat

Patrick Mott

AKIN GUMP STRAUSS HAUER & FELD LLP

One Bryant Park | New York, NY 10036-6745 | USA | Direct: +1 212.872.7446 | Internal: 37446

Fax: +1 212.872.1002 | pmott@akingump.com | akingump.com | [Bio](#)

EXHIBIT 142

Reich, Steven

From: Rodney G. Snow <RGS@ClydeSnow.com>
Sent: Friday, November 15, 2013 1:19 PM
To: Reich, Steven; Jennifer A. James
Subject: RE: follow up

Steve, we are not inclined to answer interrogatories for you given the amount of time and expense the document production continues to take. We are still hoping to meet the time schedule we sent to you last week.

As to the invoices you of course can ask the AG about those when and if you take his deposition or otherwise interview him. Subject to clarifications John might make, it is my understanding that Rawle and John had discussed at least a couple of arrangements regarding compensation for work done by John on behalf of P Solutions on the cement project. One was to take an interest in the project; another was to just bill for time expended. John finally decided to bill for his time. I do not believe the invoices were created contemporaneously. They were created to document the work John had done over a period of time and they were sent to Rawle. John was consulting for Rawle on this project. As to the daytimer entries or notes, I believe these were summaries created at a later date. As a matter of context, the billings were always discussed with Rawle in advance and before payment and he knew what John had done for him with respect to this project. They discussed it periodically. Rawle approved the payments and believed they were more than reasonable under the circumstances for the consulting work John had done. As suggested above, John has not seen this e-mail and may have some additions clarifications.

Jennifer, when she has a moment, will respond to the phone questions. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Thursday, November 14, 2013 8:19 AM
To: Rodney G. Snow; Jennifer A. James
Subject: follow up

Hi, Rod and Jennifer. I am following up on the emails attached above and wondering when you can respond to them? Thanks, Steve.

Steven F. Reich

AKIN GUMP STRAUSS HAUER & FELD LLP

One Bryant Park | New York, NY 10036-6745 | USA | Direct: +1 212.872.1012 | Internal: 31012
Fax: +1 212.872.1002 | sreich@akingump.com | akingump.com

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use of the recipient(s) named above. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

EXHIBIT 143

Reich, Steven

From: Reich, Steven
Sent: Monday, November 18, 2013 5:03 PM
To: Rodney G. Snow
Cc: Jennifer A. James
Subject: Re: follow up

Thank you , Rod. Can you tell me the month(s) that the invoices and day timer entries were created?

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
1 Bryant Park
Bank of America Tower
New York, New York 10036
(212) 872-1012
sreich@akingump.com

Sent from my iPhone

On Nov 18, 2013, at 4:40 PM, "Rodney G. Snow" <RGS@ClydeSnow.com> wrote:

Steven, both occurred in 2012, as I recall.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Saturday, November 16, 2013 2:59 PM
To: Rodney G. Snow
Cc: Jennifer A. James
Subject: Re: follow up

Rod, thanks for this. Can you please tell me the month and year that the invoices were created and the month and year that the day timer entries were created?

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Building
New York, New York 100036
(212) 872-1012
sreich@akingump.com<<mailto:sreich@akingump.com>>

Please excuse typos. This message sent from my iPad.

On Nov 15, 2013, at 1:17 PM, "Rodney G. Snow"
<RGS@ClydeSnow.com<<mailto:RGS@ClydeSnow.com>>> wrote:

EXHIBIT 144

Reich, Steven

From: Rodney G. Snow [<mailto:RGS@ClydeSnow.com>]

Sent: Wednesday, November 20, 2013 2:07 PM

To: Reich, Steven

Subject: RE: follow up

Steven, to put the shoe on the other foot, why do you want this information? How does it help you? I do not know when in 2012 these events happened. We note that your associate Pat Mott was here for several hours yesterday to review approximately 55 new confidential documents. Please confirm he did not download or copy any documents from the flash drive we provided to him to either another flash drive or his computer. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]

Sent: Monday, November 18, 2013 3:03 PM

To: Rodney G. Snow

Cc: Jennifer A. James

Subject: Re: follow up

Thank you , Rod. Can you tell me the month(s) that the invoices and day timer entries were created?

Steven F. Reich

Akin Gump Strauss Hauer & Feld LLP

1 Bryant Park

Bank of America Tower

EXHIBIT 145

Tranzact

Mountain America Federal CU

324079555

Share Draft - Viewing Image

Front & Back	Sequence	Capture Date	Member No.	Draft No.	Draft Amt.	Hi/Lo	Return Reason	Return Date
<input type="button" value="View"/>	5371752	12/17/2010	[REDACTED]	1001	2100.00			

P SOLUTIONS, LLC 11-10 1001
 PH: 801-640-9450
 1263 BELL VIEW CIR.
 SANDY, UT 84064

PAY TO THE ORDER OF Michael R. Cahill \$ 2,100.⁰⁰
 Two Thousand One Hundred Dollars and 00/100

DATE 10 Dec. 2010

MOUNTAIN AMERICA CREDIT UNION
 P.O. BOX 1001 • WEST JORDAN, UT • 84088

FOR Inv. # 1140 John E. Swallow

001001

[Handwritten signature]

<input type="button" value="View"/>	6833426	04/01/2011	[REDACTED]	1002	5917.00			
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P SOLUTIONS, LLC 11-10 1002
 PH: 801-640-9450
 1263 BELL VIEW CIR.
 SANDY, UT 84064

PAY TO THE ORDER OF Suzanne Swallow \$ 5,917.⁰⁰
 Five Thousand Nine Hundred Seventeen and 00/100

DATE 30 March 2011

MOUNTAIN AMERICA CREDIT UNION
 P.O. BOX 1001 • WEST JORDAN, UT • 84088

FOR Tax & Sep. 3rd. Contribution John E. Swallow

001002

EXHIBIT 25
 WIT: Swallow
 DATE: 10-15-13
 CHiCourt, LLC

MOUNTAIN AMERICA CREDIT UNION
 SANDY 0060
 SANDY, UTAH
 TELLER: 0119 SEQUENCE # 3683262
 3/31/2011 11:46:20

Suzanne Swallow

View 6893162 05/11/2011 [REDACTED] 1003 13200.00

P SOLUTIONS, LLC 11-10 1003
 P.O. BOX 949-9420
 1263 BELL VIEW CIR.
 SANDY, UT 84094

PAY TO THE ORDER OF *Suzanne Swallow* DATE *10 May 2011* \$ *13,200.00*
Thirteen thousand two hundred and 00/100 DOLLARS & 00/100

MOUNTAIN AMERICA CREDIT UNION
 P.O. BOX 3461 • WEST JORDAN, UT • 84088 • www.mcu.com

FOR *Glen E. Swallow*

⑈001003⑈ [REDACTED]

MOUNTAIN AMERICA CREDIT UNION
 SANDY 0060
 SANDY, UTAH
 TELLER: 1414 SEQUENCE # 4072241
 6/10/2011 14:18:53

Suzanne Swallow

View [REDACTED] 12/01/2011 [REDACTED] 1004 750.00

P SOLUTIONS, LLC 11-10
PH. 801-949-9450
1263 BELL VIEW CIR.
SANDY, UT 84094

1004

DATE 18 Nov. 2011 21-1852/210

PAY TO THE ORDER OF Michael R. Colwell \$ 750.⁰⁰

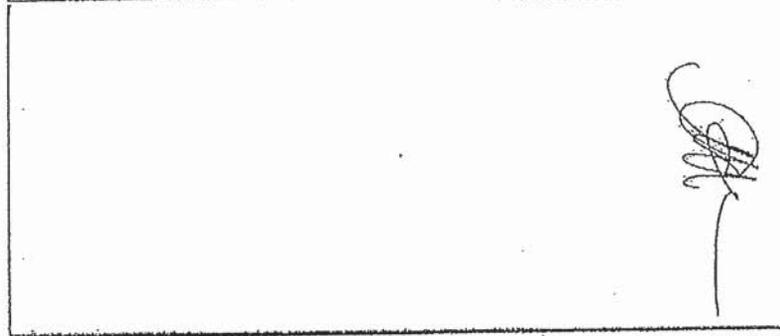
Seventy five hundred and 00/100

DOLLARS @

MOUNTAIN AMERICA CREDIT UNION
20.3015881 PACE CREDIT UNION, UT • 801.222.1111 • www.mcu.com

FOR: Thrice Inc. John E. Swallow

00 1004



View 6958652 01/13/2012 1005 250.00 H

P SOLUTIONS, LLC 11-10
PH. 801-949-9450
1263 BELL VIEW CIR.
SANDY, UT 84094

1005

DATE 11 Jan 2012 21-1852/210

PAY TO THE ORDER OF Sandy Harvey Colwell \$ 250.⁰⁰

Two hundred and 00/100

DOLLARS @

MOUNTAIN AMERICA CREDIT UNION
20.3015881 PACE CREDIT UNION, UT • 801.222.1111 • www.mcu.com

FOR: Jico John E. Swallow

00 1005

2012-01-12 1590 Salt Lake City

BOFD 124000054
1590 Salt Lake C
2012-01-12

FOR DEPOSIT ONLY
31-02-2012
JAN 11 2012

PAY TO THE ORDER OF
ZIONS BANK

View 73502356 10/02/2012 1007 16000.00

P SOLUTIONS, LLC 11-10
P.O. BOX 949-8450
1863 BELL VIEW CIR.
SANDY, UT 84084

DATE 28 Sept. 2012 31-1922/2012

PAY TO THE ORDER OF Signature of John Swallow \$ 16,000.00

Sixteen thousand and 00/100 DOLLARS

MOUNTAIN AMERICA CREDIT UNION
FOR Loan Payment

10001007

Signature of John E. Swallow

View 73502352 10/02/2012 1008 7000.00

MOUNTAIN AMERICA CREDIT UNION
SANDY 0060
SANDY, UTAH
TELLER: 1874 SEQUENCE # 6103487
10/1/2012 13:00:45

Signature of Swallow

1008

P SOLUTIONS, LLC 11-10
 PH 801-948-8100
 1200 BELL VIEW CIR.
 SANDY, UT 84094

DATE 28 Sept 2012 11-100/2110

PAY TO THE ORDER OF SSV Mngt LLC \$ 7,000.00

Seven Thousand and 00/100 DOLLARS @

MOUNTAIN AMERICA CREDIT UNION
 200 WEST 100 SOUTH • SALT LAKE CITY, UTAH 84111

FOR transfer to Trust Mngt *John E. Swallow*

#001000#

MOUNTAIN AMERICA CREDIT UNION
 SANDY 0060
 SANDY, UTAH
 TELLER: 1074 SEQUENCE # 6102281
 10/1/2012 12:58:27
 RT: [REDACTED]

SSV MANAGEMENT LLC
 PAY TO THE ORDER OF
 MOUNTAIN AMERICA CREDIT UNION
 SANDY, UTAH

View 75897786 10/22/2012 [REDACTED] 1006 23500.00

1006

P SOLUTIONS, LLC 11-10
 PH 801-948-8100
 1200 BELL VIEW CIR.
 SANDY, UT 84094

DATE 15 May 2012 11-100/2110

PAY TO THE ORDER OF RMR Consulting \$ 23,500.00

Twenty Three Thousand Five Hundred and 00/100 DOLLARS @

MOUNTAIN AMERICA CREDIT UNION
 200 WEST 100 SOUTH • SALT LAKE CITY, UTAH 84111

FOR refund *John E. Swallow*

#001000#

>124302529<
Boonville Bank
10/19/2012 0001-4001
R0011 R0013 S004530

[Handwritten signature]

View 71365206 11/14/2012 1009 23500.00

1 11/15/2012

P SOLUTIONS, LLC 11-10
P.O. BOX 819-9422
1263 BELL VIEW CIR.
SANDY, UT 84074

DATE 4 Nov. 2012

PAY TO THE ORDER OF *RMR Consulting* \$23,500.00
Twenty three thousand five hundred and 00/100

MOUNTAIN AMERICA CREDIT UNION
FOR *Reflex Work #1-1236*

[Handwritten signature]

>124302529<
Boonville Bank
11/13/2012 0001-1001
R0011 R0011 S005280

[Handwritten signature]

Total Count 9 Total Amount \$92,217.00

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1004

BAL BROGT FORD 2042 60

DEPOSITS

DATE 5-16-11

TO Michael Reichel

7,000 00

TOTAL	8,992 00
THIS CHECK	750 50
OTHER	
BALANCE	8,992 00

FOR Trust fee.

Super 7 Trust

TAX DEDUCTIBLE

1005

BAL BROGT FORD

DEPOSITS

DATE 11 Jan 12

TO Sandy Colombe

TOTAL	8,292 00
THIS CHECK	750 --
OTHER	
BALANCE	8,042 --

FOR check

TAX DEDUCTIBLE

1006

BAL BROGT FORD

DEPOSITS

DATE 15 MARCH 2012

TO RMR Consulting

VOID - 16,000 00

11000 form

Sheet 5041

TOTAL	24,000 00
THIS CHECK	7,500 00
OTHER	
BALANCE	24,000 00

FOR Refund

2 VOID 1008 8,500 --

TAX DEDUCTIBLE

1001

BAL BROGT FORD

DEPOSITS

DATE 10 Dec. 2010

TO Michael Cahill

8,500 00 (convert check)

TOTAL	8,500 00
THIS CHECK	2,100 00
OTHER	
BALANCE	6,400 00

FOR Trust fee - Super 7

Inv. # 1140

TAX DEDUCTIBLE

1002

BAL BROGT FORD

DEPOSITS

DATE 30 March 2010

TO Suzanne Suddhorst

DAM

TOTAL	5,917 00
THIS CHECK	
OTHER	
BALANCE	2,992 00

FOR Trust - Super 7

Contribution

TAX DEDUCTIBLE

1003

BAL BROGT FORD

DEPOSITS

DATE May 10, 2010

TO Suzanne Suddhorst

Suzanne

15,000 00 (convert)

TOTAL	15,242 00
THIS CHECK	13,200 00
OTHER	
BALANCE	15,242 00

FOR Charitable contrib.

for Trust program (4K)

TAX DEDUCTIBLE

P-501

CONFIDENTIAL

JS000061

1007

BAL. BROT. FOND 547 60

DEPOSITS

DATE 9/28/12

TO Susquent Swallow

FOR pay 16,000 loan

TOTAL 73,500 00

THIS CHECK 16,000 00

OTHER

BALANCE 8042 00

TAX DEDUCTIBLE 16 000

1008

BAL. BROT. FOND 8042 00

DEPOSITS

DATE 9/28/12

TO Susquent Swallow / SSV Mnet

FOR Transfer

TOTAL 7006 00

THIS CHECK

OTHER

BALANCE 1042 00

TAX DEDUCTIBLE

1009

BAL. BROT. FOND

DEPOSITS

DATE H. NIN 2012 VOID

TO ~~RM Consulting~~

FOR ~~Perfect lot check~~

~~Latest Money Expense~~

TOTAL

THIS CHECK 73,500 00

OTHER

BALANCE

TAX DEDUCTIBLE

9-501

R

205 BC4659 (Rev. 11/24/10) 17:52

CONFIDENTIAL

JS000062

MOUNTAIN AMERICA CREDIT UNION

Sandy Branch
1284 E 10600 S
SANDY, UT 84094
Teller Number: 0255
Date: 11/24/10
Transaction Time: 1:35pm
Effective Date: 11/24/10
Account Number: ****
Member Name: P SOLUTIONS, LLC

Sequence Number: 2439443
Deposit to BUSINESS CHECKING 50
Transaction Amount: 8,475.00
New Balance: 8,475.00
Available Bal: 0.00

Sequence Number: 2439444
Deposit to PRIMARY SAVINGS 01
Transaction Amount: 25.00
New Balance: 25.00
Available Bal: 0.00
Check hold to be released 12/02/10
due to New Account
Amount held: 8,475.00
Check hold to be released 12/02/10
due to New Account
Amount held: 25.00

Check Received
Amount: 8,500.00

CONFIDENTIAL

JS000064

EXHIBIT 146

DECLARATION OF RICHARD RAWLE

I, Richard Rawle, under penalty of perjury, hereby declare:

1. I am the sole owner of RMR Consulting, LLC as well as a principal and the CEO of Tosh, Inc. I have resided in Provo, Utah most of my adult life.

2. I am a member of the Board of Directors of the Community Financial Service Centers of America (CFSA) and have a role in government relations and managing government relation professionals on a federal level.

3. In the fall of 2010, John Swallow, who had previously worked as counsel for one of my companies, approached me about whether I would be willing to help Jeremy Johnson and some of his I Works colleagues who were having challenges in communicating with the Federal Trade Commission.

4. My understanding was the FTC had been engaged in the preparation of a civil action against I Works, Inc., Jeremy Johnson and some of its employees and Mr. Johnson was concerned the FTC staff were not listening and wanted to know if I could help through my lobby contacts.

5. I agreed to meet Mr. Johnson in my office to discuss his situation and consider his request for assistance.

6. I met with Mr. Johnson and another member of his team as well a couple of people on my team in October 2010. John Swallow was not involved in that meeting at my office.

7. In that October 2010 meeting we extensively discussed the difficulty dealing with the FTC. I clearly indicated it would be a very difficult task and that in order for me to get started it would cost a nonrefundable fee of \$250,000.

8. I agreed to have a couple of my contacts attempt to get I Works' position and information in front of the right people.

9. I received information from Mr. Johnson, including the proposed Complaint, which I forwarded to my contacts.

10. Because Mr. Johnson wanted to share his and I Works charitable activities with the FTC, I asked him for a description of his charitable work.

11. After waiting for the startup funds for quite some time, in December 2010, I received the balance of \$250,000 via wire into my RMR Consulting, LLC account and wired \$100,000 to the lobbyists and asked them to go to work. At the time, I understood that the entire \$250,000 was from Mr. Johnson. However, in early 2012 I learned that \$50,000 came from Mr. Johnson and \$200,000 came from Scott Leavitt. Shortly after wiring the funds to the lobbyists the FTC Complaint was filed.

12. It is my understanding that the professionals I engaged did make contact with the FTC and did make progress, but the work could not be done in time to delay the filing of the Complaint.

13. It was my intent to be paid for efforts I made on Mr. Johnson's behalf and considered my fee to be \$50,000.

14. None of the money was paid or intended to be paid to John Swallow for his introduction of I Works or Mr. Johnson to me.

15. I used part of my fee to pay for miscellaneous expenses relative to my separate business interests.

16. One of those separate expenses was some consulting work I engaged P-Solutions, LLC to do for me related to a Nevada cement project with which I am involved. Mr. Swallow held an interest in P-Solutions.

17. P-Solutions, LLC was paid twice from the same account that received the Johnson and Scott Leavitt money.

18. I considered that money earned and saw no problem paying personal bills with that company.

19. I held on to the balance of \$100,000 because a receiver had been appointed and had been appointed and I was unsure how to deal with the balance.

20. I was contacted by Mr. Leavitt in early 2012 about a potential refund. I engaged legal counsel to discuss and resolve the issue with the balance.

21. In 2012 P-Solutions, LLC contacted me and let me know it would be returning the money I paid for cement consulting work from the RMR account and asking for payment from another account.

22. I received a refund check in May 2012 from P-Solutions, LLC, and have now cashed it.

23. I have recently heard that Mr. Johnson is making allegations that money was used to inappropriately influence a member of Congress. I have no knowledge of any such plan and expressly restate that no money besides the \$100,000 initial lobby payments was used on the FTC project.

24. John Swallow had no substantive involvement in my lobby effort. He made the introduction, helped gather preliminary information and gave me contact information for Mr. Leavitt.

25. I did not agree to pay John Swallow for his introduction; he was not engaged as a professional or for that purpose.

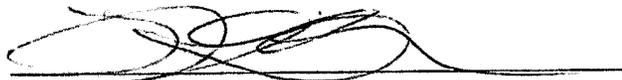
26. P-Solutions, LLC was engaged to perform consulting work for my Nevada cement project and was paid accordingly through a different account.

27. Payment of \$8,500 was made to P-Solutions, LLC for work done in the summer and fall of 2010 and another payment was for \$15,000 for work done in the spring of 2011.

I declare under penalty of perjury under the laws of the State of Utah that the foregoing is true and correct.

Dated this 5 day of December 2012 .

William K. Young


RICHARD RAWLE

declaration of Richard Rawle, which I released to the media right after the story broke in January.

- The stories regarding promises of protection from prosecution for contributors are absolutely false. In this instance, the press is hiding behind anonymous sources. I have never made a promise of protection in return for a donation and I have never once intervened on behalf of a donor. In fact, last year I refused an offer for a contribution in return for a favor, and an attorney, I have never met, recently called me and offered to be a witness to that fact. Senator Osmond, who lawfully helped me raise \$100,000, told the press that I never offered any favors in return for the significant contributions. Many others of my contributors are willing to so testify. One of the themes of my campaign was that I would be business-friendly. I promoted this State as presenting exceptional business opportunities and the Legislature provides on occasion, special tax breaks for an out of state business to encourage them to move to Utah. No reasonable person could interpret our business friendly theme to mean they could break the law. Those charged with enforcing the law must be reasonably patient and willing to listen and understand particular circumstances, but those who intentionally or repeatedly violate our laws are prosecuted. Had my message been anywhere close to what is now being claimed, my opponents would have been all over it. I was elected by the majority of those who voted and not just by my contributors. They helped get our message out and I am grateful for them. And the public understood the message. It is a traditional Republican theme--more important now than ever.

- The Jensen allegations were made by a convicted felon now serving a ten year sentence for securities-related offenses and for violating a plea in abeyance agreement with the Attorney General's office. In a separate case currently being prosecuted by the Attorney General's office, he is charged with four counts of communications fraud, three counts of money laundering and one count of a pattern of unlawful activity. Why does he make these spurious allegations now rather than when the violation of his plea in abeyance agreement landed him in prison for ten years? I met Jensen while I was coaching baseball and met him again later, when introduced by a mutual friend. I was in private practice at the time and it was 18 months before I joined the Attorney General's office. I later explored doing some professional work for him and I traveled to California and stayed at either Jensen's expense or Tim Lawson's expense (an employee of Jensen)--it makes little difference to me since I was then in private practice. When I took my wife to California, it was a vacation and we paid most of our own expenses, including meals and other purchases, and I have proof of that. It appears that some of the receipts posted by the Tribune are not valid--I did not go on a splurge at the pro-shop. Later, when I joined the AG's office and it appeared he would default on the plea in abeyance agreement, I walled myself off from any Jensen matter. This matter is now being investigated by the Public Integrity Section. I welcome the investigation.

- I believe the two Utah State Bar complaints were also politically motivated. Bar complaints are not made public unless there is some discipline or sanction issued by the Bar. These complaints were released by the complaining parties to the press immediately after filing. As to the first complaint, the Bar asked for evidence to support the allegations and to my knowledge, none has been forth coming. I have not been requested to respond. As to the second complaint, which was filed by a former executive for the Consumer Protection Division, the ethics chair for the Attorney General's Office has stated it is without merit, and I believe that to be true.

EXHIBIT 147

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Quick end to John Swallow investigation not likely

By **Dennis Rombo**, Deseret News
 Published: Wednesday, Jan. 16 2013 5:34 p.m. MST

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Utah Attorney General John Swallow speaks Monday, Jan. 14, 2013, in his office at the state Capitol about allegations that he was involved in improper deals.

Scott G Winterton, Deseret News



[View 4 photos](#) »

Summary

Embattled Utah Attorney General John Swallow said Wednesday he hopes a two- or three-week investigation into allegations that he helped arrange a deal to bribe a member of Congress will clear his name.

“Even if they were to find ironclad, 100 percent proof the attorney general was absolutely innocent, they

SALT LAKE CITY — Embattled Utah Attorney General John Swallow said Wednesday he hopes a two- or three-week investigation into allegations that he helped arrange a deal to bribe a member of Congress will clear his name.

But the U.S. Attorney's Office investigation that Swallow has asked for — if it's conducted at all — wouldn't be done quickly and might not shed light on what happened.

"They're not a Ken Starr-type independent investigator that tries to ascertain the validity of allegations or not and then issue a report," said Brett Tolman, a former U.S. Attorney for Utah.

The office could refer the matter to an investigative agency such as the FBI, which would take months — not weeks — collecting evidence and interviewing witnesses, he said.

"At the federal level, there are more resources, it would be more thorough, and they would attempt to take a no-stone-unturned approach, especially when it involved a political figure,"

Tolman said.

Swallow asked the U.S. Attorney's Office on Monday to look into St. George businessman Jeremy Johnson's assertion that Swallow helped broker a \$600,000 deal to enlist Senate Majority Leader Harry Reid to thwart a Federal Trade Commission probe of Johnson's Internet marketing company. Reid's office said the senator had no knowledge or involvement in Johnson's case.

"They're moving forward, from what I can tell," Swallow told Doug Wright on KSL Newsradio. "I hope that when we wake up in February, we'll have a lot more information than we have today, and I understand that there's a whole lot of information that's out there."

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couldn't say that. All they could say is we've chosen not to indict anyone."

Paul Cassell, University of Utah law professor

Tolman also had this to say about Swallow seeking a federal investigation: Be careful what you ask for because you might get it. And that might be the last thing you want.

The U.S. Attorney's Office hasn't acknowledged that it is conducting an investigation based on Swallow's request.

"We will carefully review any information that you or others provide and take any necessary and appropriate action," U.S. Attorney for Utah David Barlow replied to Swallow.

A spokeswoman for the U.S. Attorney's Office cautioned the media to not infer anything about the timing of the start of an investigation from the exchange of letters with Swallow.

Federal investigations don't move quickly. The complexity of Johnson's story, which he supports with emails, financial records and a secretly recorded meeting with Swallow, would take investigators months to delve into.

"The problem is I don't know that the investigation could produce the sorts of findings that would resolve any questions in this area. The U.S. Attorney's Office indicts people or does not indict people," said University of Utah law professor Paul Cassell, a former federal judge and assistant U.S. attorney.

"Even if they were to find ironclad, 100 percent proof the attorney general was absolutely innocent, they couldn't say that. All they could say is we've chosen not to indict anyone," Cassell said.

Even if there wasn't enough information for an indictment, critics of the attorney general could still say there was a lot of wrongdoing, he said.

Swallow has adamantly denied Johnson's claims, saying he only put Johnson in touch with Richard M. Rawle, who had experience working with Federal Trade Commission lobbyists. Swallow worked for Rawle's company, Check City, as a lobbyist and in-house attorney before being appointed chief deputy attorney general in 2009.

Contacted Wednesday, Johnson said he has wanted to respond to Swallow's statements the past few days, but his attorneys have advised him not to.

The FTC filed a civil complaint against Johnson in December 2010, alleging his company, iWorks, billed online consumers for products and services they didn't order month after month totaling \$300 million.

Johnson is also charged in criminal court for mail fraud in connection with his enterprise.

Through his attorneys, Stirba & Associates, Johnson issued a statement saying he stands by his comments.

Beginning in fall 2010, under what he continues to believe to be a wrongful federal investigation, Johnson participated in a series of communications with Swallow and Rawle. The communications focused on an arrangement in which Johnson paid \$250,000 that he believed would eventually go to Reid to end the FTC investigation, according to the statement.

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"Johnson relied on assurances from John Swallow, a trusted friend and public official, that a monetary arrangement could alleviate continued government action. Any assertions by the newly elected Utah attorney general that he is unaware of or was not involved in the situation are untrue," the statement said.

Johnson's attorneys said he would not do any more interviews on the subject.

Swallow on Wednesday also said he doesn't plan to do any more interviews until the investigation is complete.

One possible piece of evidence investigators might look at is an affidavit Rawle wrote three days before he died of cancer Dec. 8, 2012.

It's unclear why Rawle made the declaration, which Swallow provided the media after the story broke and called a "critical" piece of his defense to the allegations.

"I do have to speculate because I don't know why," Swallow said. "He knew he was going to die. He had heard rumblings of these types of allegations that might be out there, and he wanted to set the record straight. ... He wanted to make sure his voice could be heard beyond where he is now."

Tolman said while investigators might want to look at the document, it would be considered hearsay in court because Rawle can't be cross-examined.

"You have a real issue there," he said.

The statement isn't necessarily admissible and would be viewed with skepticism due to the circumstances under which it was made, Tolman said.

Rawle explains in the affidavit how he used some of the \$250,000 Johnson and his business associate Scott Leavitt paid him. He wrote that he did not agree to pay Swallow for introducing him to Johnson. He also said he had no knowledge of a plan to influence Reid with the money.

Rawle, who set up a company called RMR Consulting after meeting with Johnson in October 2010, said he paid lobbyists with a portion of the money and took \$50,000 for his fee, part of which he used to pay "miscellaneous" expenses. One of those bills was from Swallow's company, P-Solutions, for consulting on a cement project Rawle had in Nevada.

Swallow later returned the check, which came from the RMR account, and asked it come from another account. Rawle then paid Swallow \$23,500 from another account, according to the affidavit.

E-mail: romboy@desnews.com, Twitter: [dennisromboy](https://twitter.com/dennisromboy)

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rp WEST VALLEY CITY, UT

I just wish us law abiding taxpayers could get some of our money back.
It seems Mr.Swallow and his colleagues have taken millions to fight against

EXHIBIT 148

The Salt Lake Tribune

Does deathbed declaration help or hurt Swallow?

Deathbed declaration • A late associate's statement intended to clear the new A.G. raises serious questions.

BY TOM HARVEY AND ROBERT GEHRKE THE SALT LAKE TRIBUNE

PUBLISHED JANUARY 16, 2013 1:26 PM

This is an archived article that was published on sltrib.com in 2013, and information in the article may be outdated. It is provided only for personal research purposes and may not be reprinted.

The day doctors told Richard Rawle his cancer treatments had failed and there was nothing more to be done, the millionaire owner of Provo-based Check City signed an unusual deathbed declaration in which he denied that he and indicted St. George businessman Jeremy Johnson had conspired to bribe Senate Majority Leader Harry Reid.

The document is a key cog in embattled Utah Attorney General John Swallow's campaign to try to prove he wasn't involved in the alleged bribery scheme to help thwart a federal investigation into Johnson's businesses.

"Facing his maker, [Rawle] had his people prepare an affidavit for him, which he reviewed, changed, modified and signed," Swallow told KUTV News, "and it said this [alleged scheme] didn't happen."

Swallow did not answer detailed questions emailed to him about the declaration.

But the deathbed affidavit — signed just three days before Rawle died after a horrific battle with lymphoma — raises questions on its own, including whether Swallow asked for it or if Rawle volunteered it. The timing and content also raise eyebrows about its reliability, making it highly unlikely, according to a former prosecutor, that it could be used in any court proceeding.

Those questions aside, the document spells out that Swallow received part of the funds from the deal while he was Utah's chief deputy attorney general. He did not report them on a financial disclosure form when he ran for attorney general.

Johnson and his I Works company were sued by the Federal Trade Commission in December 2010 for allegedly defrauding consumers with online offers. He was charged with one count of felony mail fraud a few months later. Johnson has denied the allegations in both the civil and criminal cases.

Johnson alleges Swallow helped broker a bribe in 2010 in a bid to derail the federal probe. The plan, according to Johnson, included an attempt to pay Reid \$600,000 to use his influence to get the FTC to back off.

Reid's office has denied that the Nevada Democrat knew anything about the matter.

For his part, Swallow maintains all he did was connect Johnson to Rawle in order to hire lobbyists to help the St. George businessman with his case before federal regulators. And Swallow, who had been a lobbyist for Rawle's payday-loan chain, points to the deathbed declaration to support his story and denies he ever got a fee for connecting Johnson to Rawle.

In the declaration, Rawle says he kept \$50,000 of an initial \$250,000 payment from Johnson as his fee. Rawle used \$23,500 of that to pay P-Solutions, a Swallow company, from an account for RMR Consulting, a company Rawle formed at the time the deal was struck and into which I Works deposited the money.

On March 15, 2012, the same day he filed his financial disclosure forms in the attorney general's race, Swallow transferred management of P-Solutions to his wife. As a result, P-Solutions is not reflected on those candidate forms. Swallow also did not report any payments from Rawle on those disclosures.

Rawle's declaration says there was no plan or effort to bribe state or federal officials and that Swallow had no role other than introducing him to Johnson.

"None of the money was paid or intended to be paid to John Swallow for his introduction of I Works or Mr. Johnson to me," Rawle says. Instead, the declaration adds, the payments were for consulting work Swallow had done for Rawle on a proposed cement plant in Nevada.

"I considered the money earned," Rawle says, "and saw no problem paying personal bills with that company."

Rawle also says \$100,000 was wired to lobbyists to help Johnson.

Johnson has previously said that the dispute about whether a bribe was contemplated or the effort was merely to hire lobbyists could have been settled if Rawle or Swallow had responded to his requests to identify the lobbyists.

Swallow did not respond to an emailed request for that information. Sam Alba, an attorney for the Rawle family and their companies, did not answer questions submitted Tuesday in an email.

The U.S. Senate Office of Public Records has no record of lobbyists registered on behalf of Rawle, Johnson, RMR Consulting or I Works.

Such disclosures are required of those who lobby Congress or the administration.

Rawle's declaration also says that P-Solutions approached him last May about returning the money that RMR had paid Swallow and asking to be paid from another account. Swallow did not respond to a question about why he repaid the money if the transaction was legitimate — as Rawle claims.

The Rawle affidavit shows signs of hasty preparation. Paragraphs are not always arranged logically and some wording is repeated.

A speaker at Rawle's funeral said that on the Wednesday before his Saturday, Dec. 8, death, Rawle and his family were told that doctors could do nothing more to halt his cancer. Friends started showing up for final goodbyes.

That would be the same day as the declaration date. A blog set up by a family member to chronicle Rawle's battle against lymphoma offers a harrowing description of what he went through, including chemotherapy, swelling limbs and intense pain.

Eric Benson, an attorney at Ray, Quinney & Nebeker who specializes in white-collar-crime cases and civil litigation, says Rawle's subsequent death makes it unlikely the declaration could be introduced as courtroom evidence.

"It constitutes hearsay," Benson says, because Rawle no longer can be cross-examined.

Benson, a former assistant U.S. attorney, worked early on in the criminal case against Johnson but then entered private practice. He declined to speak specifically about the case but talked generally about rules for evidence.

If Rawle's declaration were to be admitted as evidence, Benson says, then questions could be raised about how it came about and the fact it was signed when the patient was likely under heavy medication.

"Always we're going to look at the evidence's reliability," Benson says, "whether the statement was reliable, whether he was of sound mind, capable of making the statement."

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The investigation already under way?

Utah Attorney General John Swallow has asked the U.S. Attorney's Office to investigate the allegations against him. That office responded that it would take "appropriate action." Several individuals, however, have told The Salt Lake Tribune that they had already been interviewed by the FBI about Swallow's relationship with businessman Jeremy Johnson, among other issues.

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EXHIBIT 149

Exhibit Available In Electronic Form Only

(Click on Link Below To Access Video File)

[Exhibit 149](#)

EXHIBIT 150

From: Cort Walker [<mailto:CortW@softwiseonline.com>]
Sent: Tuesday, January 15, 2013 8:12 PM
To: Sam Alba
Cc: Tracy Rawle; Todd Rawle; Greg Callister (GregC@checkcity.com)
Subject: Latest SL Trib article

Sam;

This latest article in the Tribune is beyond pathetic. Whatever shred of respect I could have for the these reporters is gone. I will not speak to these clowns, ever.

<http://www.sltrib.com/sltrib/news/55636832-78/rawle-swallow-johnson-declaration.html.csp?page=1>

However, that issue can be discussed later. One statement John Swallow made on air to KTVU news and is incorrect is the following statement:

"Facing his maker, [Rawle] had his people prepare an affidavit for him, which he reviewed, changed, modified and signed," Swallow told KUTV News, "and it said this [alleged scheme] didn't happen."

I believe the first time we saw this affidavit, it came from Rod Snow who probably co-wrote it with Swallow. I cannot backup Swallow's statement.

EXHIBIT 151



prepaid

2 messages

Seth Crossley [redacted]
To: Corie Chan [redacted]

Mon, May 7, 2012 at 10:42 AM

Corie - Made some purchases and bought everyone on the campaign fuel. Could you reload my card again? I am very close to a zero balance, which is fine unless Jessie is planning on having me do something crazy. (Those instances usually happen with a 5 minute notice).

Thanks Corie!

Seth Crossley

Also, a few things I am a little worried about. I have made a few purchases that I have been questioning. I washed one of the campaign trucks right before I gave it back to John and his daughter. The car wash was about \$15, but I put it on the campaign card. Also, John needed me to make a purchase that could not come back to the campaign at all. I paid cash. Which, worked out pretty nice because I had a friend take my wallet to pick up my groceries at Costco, they accidentally used the campaign card. The amounts were pretty close to the same. Let me know what you want me to do to remedy this and what I need to do for purchases similar to the car wash. I do not want to do anything that jeopardizes me, you, or especially the campaign.

Corie Chan [redacted]
To: Seth Crossley [redacted]

Tue, May 8, 2012 at 11:32 AM

Hi Seth,

Sorry.. I thought you cc'd Jessie and was waiting for her approval.

Please just keep receipts and notes on your card information for our files and we will be fine.

Thanks!
Corie

[Quoted text hidden]

EXHIBIT 152

The Salt Lake Tribune

Herbert says missing A.G. docs a cause for concern

Swallow saga • Governor hopes there is a 'rational explanation' for the wholesale disappearance of electronic data.

BY ROBERT GEHRKE

THE SALT LAKE TRIBUNE

PUBLISHED: NOVEMBER 7, 2013 11:58AM

UPDATED: NOVEMBER 7, 2013 12:36PM

Gov. Gary Herbert said Wednesday he is concerned about the scope of emails and files missing from Attorney General John Swallow's computers.

"I hope there is a rational explanation," the governor said in an interview, "but the magnitude is a cause for concern."

Steven Reich, special counsel for the House committee investigating Swallow, laid out a "worrisome" pattern of disappearing data that he said Tuesday is unlike anything he has seen.

In addition to an unknown number of emails and calendar entries, files appear to have not been transferred from Swallow's state-issued desktop and laptop computers when he received new machines. Information also is gone from his state-issued handheld data device, his home computer has malfunctioned and he has replaced his personal cellphone.

"It certainly creates concern," Herbert said. "I'm not passing judgment, but the fact there are so many that it appears are missing should be a concern."

Swallow's attorney, Rod Snow, said his client thought the files from his old computers were transferred to new computers he received after the November 2012 election and before the hard drives were erased, but later found they were not. Attempts to recover them were unsuccessful.

His home computer crashed in January of this year and attempts to recover data from the machine also failed.

The emails were lost, Snow said, due to technical issues when the state changed systems last year.

Herbert said nobody in his office lost documents during that switch. A spokeswoman for the state Department of Technology Services has said that, after a few glitches with the migration, all of the data made it to new accounts.

Snow said Reich is "jumping to conclusions and making assumptions that are without a fair and factual basis." He said no one knows what is missing, but Swallow is confident that any documents that are recovered would support his client's contention that he has done nothing wrong.

The bipartisan House committee is examining allegations that Swallow engaged in influence peddling, extortion and acceptance of improper gifts. The U.S. Justice Department investigated for months and ultimately did not file charges. Two county attorneys, with cooperation from the FBI, are continuing to investigate whether any state laws were broken.

In June, amid a flurry of allegations emerging against Swallow, Herbert said that he would have fired the Republican attorney general if he had worked for him.

"I can only say if he worked with me before, with all that is coming out, he wouldn't be working for me today," Herbert said at the time.

Herbert said Wednesday he made that statement based on "an ethical basis and whether you can be productive. ... In a situation where you can't do your job, I'd ask you to resign."

But Herbert and his chief of staff, Derek Miller, said that reports from state agencies indicate no complaints about the work being done by the attorney general's office since the Swallow scandal broke in January.

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Tribune file photo Utah Gov. Gary Herbert

EXHIBIT 153

The Salt Lake Tribune

Key questions arise about Swallow's missing records

Evidence tampering? • Swallow's allies say he wasn't aware beforehand, but recording may suggest otherwise.

BY ROBERT GEHRKE

THE SALT LAKE TRIBUNE

PUBLISHED: NOVEMBER 5, 2013 10:17AM

UPDATED: NOVEMBER 4, 2013 10:03PM

In the case of the missing emails dogging the investigation of Utah's embattled attorney general, two new questions are arising:

What did John Swallow know about any federal investigation? And when did he know it?

The Republican attorney general's lawyer and spokesman have stressed that the disappearance of the electronic records happened before Swallow was under investigation or at least knew he was under such scrutiny.

"No one saw this coming," Swallow's attorney, Rod Snow, wrote in an email. "It is when documents start disappearing after an investigation commences, and you are aware of it, that should raise suspicions. That is not the case here."

But a recording of a meeting with businessman Jeremy Johnson at an Orem doughnut shop indicates Swallow may have seen a probe coming as far back as at least April 2012.

During that meeting at Orem's Krispy Kreme, Swallow, then Utah's chief deputy attorney general, and Johnson — whom Swallow helped arrange a deal aimed at resolving a federal probe of Johnson's I Works business — both alluded to inquiries by federal investigators.

At one point, Johnson, who secretly recorded the conversation, told Swallow the feds were pushing him to provide information about a certain unnamed public official.

"It's gotta be me," Swallow told Johnson.

Later during the conversation, Swallow said that he didn't retain his emails.

"I don't keep my emails," Swallow said.

"OK, good. I wish I didn't keep mine, either, believe me," Johnson replied.

"I've deleted them all after a year," Swallow replied.

In October 2012, after Johnson told Swallow's GOP predecessor, Attorney General Mark Shurtleff, of his chief deputy's role in helping Johnson with the Federal Trade Commission investigation of I Works, Shurtleff went to the U.S. attorney's office and the FBI with that information.

But Swallow spokesman Paul Murphy said Monday it's "just not true" that Swallow believed after the Krispy Kreme meeting that he might be under investigation.

"Jeremy Johnson tried to pressure John in order to get money and scare him into thinking there was a federal investigation," Murphy said. "At the time, nobody thought there would be an investigation because nobody would believe Jeremy Johnson."

Under Utah law, a person could be charged with tampering with evidence — even if he or she wasn't the target of an active investigation at the time. It is unlawful to delete or alter such information if a person believes an investigation is pending or "about to be instituted."

The time frame in which the records went missing matters only if the material was intentionally deleted — something House investigators seeking the lost data do not allege. And Murphy says emails from 2010 were lost when the state changed systems.

Murphy said that when state agencies transitioned from GroupWise to Google in November 2012, none of Swallow's emails from 2010 made the transition.

About 3,500 emails from the period have been recovered, Murphy said. It's unknown how many have been lost. He said that all of Swallow's emails from 2011 and 2012 successfully migrated to the new Google system.

In a court filing Friday, attorneys for the House Special Investigative Committee examining allegations of misconduct against



Scott Sommerdorf | The Salt Lake Tribune Paul Murphy, Director of Communications for Attorney General John Swallow, emerges from the A.G.'s offices to speak to the media gathered in the waiting room, Wednesday, June 19, 2013. Utahns gathered at the Capitol Rotunda in a show of solidarity to protest alleged corruption in the attorney general's office as House Republicans meet to discuss possible impeachment proceedings against John Swallow.

Swallow said that, in addition to a "potentially large number" emails that are gone, data from Swallow's state-issued laptop and desktop computers, handheld data device and home computer also appear to be missing.

Murphy said no other files, to his knowledge, were lost when Swallow asked for and received a new state-issued laptop and desktop in late 2012.

Joe Pyrah, the House's chief deputy, said investigators were told that information-technology staffers for the attorney general's office did not move any files to the new computers after Swallow told the IT workers that the transfer had been taken care of.

The hard drives on the old computers were wiped clean and given to others in the office, according to the House's court filing.

Attorneys have asked the 3rd District Court to grant the House access to copies of computer hard drives and servers in an attempt to recover files missing from Swallow's email account and computers.

Murphy said the attorney general's office doesn't plan to resist the House's efforts and would file a response soon agreeing to an expedited hearing on the matter.

"Our office actually recommended to the legislative investigators that they file a court document to have the court intervene to help deal with the state and privacy issues with those emails," Murphy said. "We aren't going to oppose their motion, but we are going to file our own motion that we think will clarify how the records ought to be handled."

At issue: private health data that may be housed on the servers. Releasing that information could violate federal privacy laws.

The issue of the missing data came to light in late September, when House investigators were notified of the gaps. A few days later, Brian Tarbet, general counsel to the attorney general, sent an email to employees in the office not to delete information that might be pertinent to the investigation.

By the time Tarbet sent his email, Swallow had already been under investigation for at least nine months.

The Justice Department confirmed in January that it was investigating. In September, the department notified Swallow and Shurtleff that it would not charge them. The top prosecutors from Salt Lake and Davis counties, in conjunction with the FBI, are continuing to investigate whether Swallow or Shurtleff broke any state laws.

The House committee will meet Tuesday morning, and Chairman Jim Dunnigan, R-Taylorsville, expects a discussion of the missing information and the recovery efforts.

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Committee to meet

The Utah House Special Investigative Committee is scheduled to meet Tuesday at 9 a.m. at the Utah Capitol to receive an update on the missing electronic records in the probe of Attorney General John Swallow.

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EXHIBIT 154

The Salt Lake Tribune

Swallow's attorney blames lost emails on state switching tech systems

Swallow probe • Deleting evidence could lead to serious criminal charges.

BY ROBERT GEHRKE

THE SALT LAKE TRIBUNE

PUBLISHED: NOVEMBER 1, 2013 11:05AM

UPDATED: OCTOBER 31, 2013 11:01PM

A lawyer for Utah Attorney General John Swallow said his client did not intentionally delete emails pertinent to investigations into alleged misconduct, chalking up the missing information to a computer glitch stemming from a state government-wide change in email systems.

House investigators discovered in September that an unknown number of electronic records apparently were deleted and are attempting to retrieve the missing information.

"The fact that certain emails were somehow lost in translation and may have been deleted, John didn't have anything to do with that, and a number of times he has attempted to recover them," Swallow's attorney, Rod Snow, said Thursday. "There may have been stuff lost [House investigators] wanted to see, but my view of this is it's just a fishing expedition. That's what happens when you start in 2013 and ask for emails back to 2009."

Sources close to the attorney general's office told The Salt Lake Tribune that investigators have asked to copy computer hard drives in the office, including Swallow's, and have had access to the office's servers in an attempt to find out who deleted what and when.

The answer to those questions could have major implications for a criminal probe being conducted by Salt Lake County District Attorney Sim Gill, Davis County Attorney Troy Rawlings and the FBI.

"People delete emails all the time. That in itself is not problematic," Gill said. "However, if the deleted emails pertain to ongoing investigations and if those emails were deleted knowing such investigations were afoot, then it would raise the specter of concern, specifically obstruction of justice, not to mention the erosion of public trust."

Gill said he and Rawlings would continue working with the FBI and other investigative agencies and would address any potential criminal violations in the course of their work.

University of Utah law professor Shima Baradaran said the consequences for deleting records, assuming it was intentional, could be severe.

"The potential implications could include criminal charges of tampering with evidence or spoliation [destroying or altering evidence]," she said. "These are both serious crimes — both federally and under state law — that could lead to penalties, criminal charges, facing prison time or negative inferences in any criminal trial that may proceed."

Under the law, if evidence is destroyed, courts can interpret the lost evidence in the way most favorable to the opposing party.

In January, when The Tribune reported the first allegations of misconduct against Swallow — not long after he took office — the liberal-leaning Alliance for a Better Utah wrote to the attorney general's office and requested that a "litigation hold" be put on all records to prevent the destruction of potential evidence.

Apparently, no such directive went out until a Sept. 30 email from Brian Tarbet, general counsel for the office, instructing employees not to delete anything that might be relevant to the House probe.

"As the state's top law enforcement officer, Attorney General Swallow should have understood the importance of making sure all records were retained," the alliance wrote Thursday in a news release. "Unfortunately, this casts further doubt not only on Swallow's judgment, but on the ability of any investigation to reach a thorough conclusion. Without those records, the cloud of suspicion remains."

In addition to the probes by the House, authorized in July, and the county attorneys, the U.S. Justice Department acknowledged in January that it, too, was investigating Swallow — and had been since last year. The department notified Swallow in September that it would not prosecute him.



Steve Griffin | The Salt Lake Tribune Utah Attorney General John Swallow

Snow says the missing records matter is overblown and that the Republican attorney general did “nothing that would have impacted the investigation.”

Last year, state agencies switched their email system from Novell's GroupWise to Google Mail. In the process, Snow said, Swallow noticed some emails from 2010 — when his client was chief deputy attorney general — that did not make the transition.

Snow said others in the office had the same issue and that Swallow was told to be patient. When the lost emails didn't arrive, Swallow checked again and was told the office's information-technology people were working on it.

“It's that simple,” Snow said. “It's not anything John orchestrated or did or had his hands in.”

Stephanie Weiss, spokeswoman for the state's Department of Technology Services, said that the transition took place Nov. 12, 2012. At the time, a few accounts didn't transfer correctly, she said, but the issues were resolved.

“As far as we know, everything has migrated successfully,” Weiss said. “As far as I know, nothing was lost.”

Rob Robertson, chairman of the computer science and information systems department at Southern Utah University and a certified forensic expert, said there are numerous avenues for recovering information deleted from computers.

“Even if they're deleted,” Robertson said, “you should be able to get some of those, depending on the environment and whether or not they've wiped the machine.”

With GroupWise, the material may be stored on the server and may be archived on hard drives. With Google, he said, investigators would have to subpoena the company, which would have the information backed up on its server.

“I've never been involved in a case that's done that,” Robertson said. “But from colleagues of mine, they say it's tough working with these companies to get the emails, but they usually have them.”

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Committee to meet

The Utah House Special Investigative Committee plans to meet Tuesday at the Utah Capitol to receive an update on the status of the investigation into Attorney General John Swallow.

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EXHIBIT 155

In re:

Utah House of Representatives
Investigation

DECLARATION OF CHRIS EARL

I, Chris Earl, declare under criminal penalty of the State of Utah that the following is true and correct to the best of my recollection and belief:

1. I currently serve as Tech Support Specialist II in the Office of the Utah Attorney General (the "Office"). I have worked in the Office since approximately March 2008. I currently am one of four information technology specialists employed by the Office to handle the information technology needs of the Office and its personnel. I have been assigned responsibility for all IT-related matters in the Office, including the maintenance of the Office's servers, printers and computers, the acquisition of new equipment, and the provision of desktop support to Office personnel. When necessary or appropriate, I also liaise with personnel in the Utah Department of Technology Services ("DTS") on technology issues that affect the Office.

2. I obtained a bachelor's degree in telecommunications administration from Weber State University, with a minor in business in 1996. I also obtained an associate's degree in applied science and electronic systems technology from the Community College of the Air Force in 2004.

3. In 2012, the State of Utah changed its email system for State employees from Novell GroupWise to GoogleMail. Initially, the changeover (also known as a "migration") was set to occur in the late Spring or early Summer of 2012. However, the migration was delayed and did not occur until the Fall of that year.

4. Prior to the completion of the migration, on or about July 19, 2012, then-Chief Deputy Attorney General Swallow called me and asked me to come to his office. When I came

to his office, Chief Deputy Attorney General Swallow informed me that he wanted me to perform a wipe of the data on the hard drives of both his Office Apple desktop computer and his Office Apple laptop computer by the end of the day. He explained that he wanted me to do that to protect confidential information on the machines that members of his Ward had provided him in the course of his duties as a Bishop in the Church of Jesus Christ of Latter Day Saints. At the time he made the request, Chief Deputy Attorney General Swallow appeared nervous and anxious.

5. It is my customary practice, before conducting a wipe of a user's hard drive, to advise the user that data that has not have been stored elsewhere, typically including movies, photos, documents or other media, will not be recoverable after I perform the wipe; I am sure that I followed my customary practice here. And, consistent with my customary practice, before conducting the wipe, I would have made sure that Chief Deputy Attorney General Swallow indicated to me that he was aware that he would not be able to recover data from the wiped hard drives and that he had everything that he needed from the hard drives. Even if Chief Deputy Attorney General Swallow had not requested that I wipe the hard drives by the end of the day, I still would have performed the wipes pursuant to the standard procedure of the Office's IT department, although I likely would not have done it immediately.

6. During the same meeting in July 2012, it was my impression that Chief Deputy Attorney General Swallow did not intend to take back the Apple desktop and laptop computers after I wiped their hard drives, and he informed me that he did not want the Office to purchase new Apple equipment for him because he still had to compete in the general election for Attorney General and was not sure he would still be in the Office after the election. As a result, I provided Chief Deputy Attorney General Swallow with a Hewlett Packard laptop for his use (the

“HP Laptop”). I have determined that I prepared the HP Laptop for his use on or about July 19, 2012. A true and correct copy of a screenshot of the “Users” sub-folder on the “Local Disc (C:)” folder of the HP Laptop is attached as Exhibit 1 and reflects the creation date noted above. The Apple equipment formerly used by Chief Deputy Attorney General Swallow was repurposed within the Office after I wiped the hard drives.

7. On November 7, 2012, after the general election, I sent Chief Deputy Attorney General Swallow a text message asking if he wanted me to “get [him] ‘Mac’ed up again,” meaning did he want to replace his Hewlett Packard laptop and Droid mobile phone with new Apple products. A true and correct copy of our chat on that subject is attached as Exhibit 2. In December 2012 and early January 2013, at Chief Deputy Attorney General Swallow’s request and on behalf of the Office, I purchased a new set of Apple products for him, including a new iMac desktop computer, MacBook Pro laptop computer, iPhone and iPad to replace the set of devices he previously had used in the Office. The purchase of this equipment was not part of a routine or pre-planned Office replacement or upgrade of equipment but was done because a new Attorney General had been elected and asked for these items.

8. On or about November 12, 2012, the migration of all Utah state employees’ email accounts from Novell GroupWise to GoogleMail was completed.

9. To assist in the statewide migration from Novell GroupWise to GoogleMail, the State of Utah contracted with a Denver, Colorado-based company called Tempus Nova, which specializes in the migration of data to so-called Google Enterprise solutions like GoogleMail. After the migration, all statewide users whose accounts had been migrated, including Office personnel, were instructed by DTS to verify that their data had successfully migrated.

10. While I am aware of instances in which data did not transfer from Novell GroupWise to GoogleMail during the migration, I am not aware of any instance, other than the one reported by Attorney General Swallow and described below, in which email was reported missing from GoogleMail and subsequently proved to be missing from Novell GroupWise without explanation.

11. At some point in January 2013, after I had purchased and received Attorney General Swallow's new computers and after press reports regarding alleged misconduct by him had begun to appear in the press, Attorney General Swallow approached me in person and said that he was missing a lot of his email. I believe that Attorney General Swallow said that the missing email was from 2010 but I cannot recall his exact words. He seemed very concerned and asked me what I could do to retrieve it. He also asked me whether he or I had done anything wrong by wiping the hard drives of his old Office Apple computers in July 2012. I responded that it was a routine practice for the IT department to wipe hard drives after a user returned computer equipment and would no longer be using it and I did not believe it was improper to do so.

12. Over a period of weeks after Attorney General Swallow approached me, I made efforts to search for and recover his missing email. As noted below, I only recall searching for the Attorney General's email on the old Novell GroupWise server that stored his pre-migration email. The particular server that stored Attorney General Swallow's pre-migration email was located in the Capitol complex, where Attorney General Swallow has his office.

13. My best recollection is that I first inspected the server backup for the day of the migration to GoogleMail to see if the missing email existed in Attorney General Swallow's email account as it existed at the time of that backup and I determined that it did not. As a result, I saw

no purpose in reviewing server backups created after the date of the migration. In an effort to locate and restore the missing email, I then attempted to rebuild Attorney General Swallow's pre-migration email account by reviewing the contents of the 90 days of Capitol complex server backups that were available to me at the time, starting with the server backup that was closest in time immediately prior to the migration and leap-frogging backward from there. By way of background, the Office had, at that time, a disaster recovery system in place that preserved data on the Capitol complex system for only 90 days before the data was overwritten. As the name suggests, the recovery system was designed for instances where the Office's data systems suffered a catastrophic failure and it was necessary to restore the system after such a failure and it was not designed to recover data that had been deleted for more than 90 days. More recently, after the Office was served with the first legislative subpoena, I recommended and the Office ordered the preservation of all system backups with no overwriting allowed. Because the need for this policy was not perceived at the time I attempted to restore Attorney General Swallow's email, the backups I used were not preserved.

14. As part of my effort to recover and restore Attorney General Swallow's missing email, I utilized the Capitol complex server backups to restore the database files associated with Attorney General Swallow's email account. Each restoration provided a snapshot of Attorney General Swallow's email database files at a particular point in time within the preceding 90 days. As noted, I performed the restores in reverse chronological order, starting with the server backup that was closest in time immediately prior to the migration and leap-frogging backward from there, in an effort to restore previous versions of Attorney General Swallow's data from the server backups. After each restoration, I then used one of the options within a Novell software utility on Attorney General Swallow's email account database called GroupWise Utilities in an

effort to see whether that option could recapture some or all of the missing email. I next logged into Attorney General Swallow's account using his password to see if any of the missing emails were in the dataset I had just restored from the backups.

15. On or about February 12, 2013, after I performed another restore from an available server backup from the period prior to the migration, and ran the Novell software utility, I received an automated email generated by the software utility notifying me that the "recreate" process had completed. The email contained a log documenting the rebuild process that the Novell software utility had undertaken and indicated that certain email had been recovered. The log further contained entries indicating "Inbox item from Message Db rec was purged by user."

16. When I logged in to Attorney General Swallow's email account after this particular rebuild process was completed, I saw 3,030 emails from 2010 in his Sent folder and 229 emails from 2010 in his Inbox. Many of the emails in the Sent folder were email threads that showed Attorney General Swallow replying to an email from someone else. In many instances, I could not find a corresponding email in the restored Inbox. I cannot say how many of Attorney General Swallow's missing emails I was not able to recover at all. When I informed Attorney General Swallow about the recovered email, he appeared elated that we were able to recover some of the missing 2010 email. I further explained to him the process he would have to follow to access those email.

17. As noted, the February 12, 2013 automated email that I received from the software utility indicated that "Inbox item from Message Db rec was purged by user." The Office never enforced the general DTS protocol requiring the automatic purging of email in a user's Novell GroupWise Trash folder. A Trash folder contains email that has been "deleted"

from a user's Inbox and other folders. In Novell GroupWise, the Office opted out of the statewide automatic deletion protocol and, indeed, some Novell GroupWise users in the Office had thousands of "deleted" emails sitting in their Trash folder and used the Trash folder as a storage bin. Therefore, in Novell GroupWise, unless an Office user selected a different option, "deleted" email placed in the Trash folder would remain in the user's Trash folder unless the user affirmatively purged the "deleted" email from the Trash folder. In early 2013, when I logged into Attorney General Swallow's Novell GroupWise account as part of my recovery effort and looked at his settings, I saw that he had not selected another option.

18. Having successfully recovered at least some of Attorney General Swallow's missing email, and having concluded that I would not be able to recover additional email, and because it is my assumption that I had attempted recovery from all the pre-migration backups available, I then switched to migrating the restored email to Attorney General Swallow's Gmail account and did not continue searching for additional missing email. On February 21, 2013, I contacted Conn Peterson, a Technical Support Specialist at DTS to ask for assistance with the migration of the recovered email from Novell GroupWise to Gmail. A true and correct copy of my instant messaging chat with Mr. Peterson is attached as Exhibit 3.

19. I believe that whatever caused email or data to become missing from Attorney General Swallow's Office account occurred before the migration from Novell GroupWise to Gmail and was not related to the migration. I am not aware of any other systemic problems or server stability issues that would have caused the email or data loss. Although I have the password to Attorney General Swallow's account, I did not delete any of Attorney General Swallow's missing data. In January 2013, I verified that the only person with so-called "proxy

rights” to access Attorney General Swallow’s email account is Shelley Exeter, Attorney General Swallow’s executive assistant.

20. Sometime in late January 2013, as I was attempting to recover his missing email, Attorney General Swallow asked me whether I thought there was anything recoverable on the wiped hard drives of his old Apple Office desktop and laptop computers. I do not have a clear recollection but when Attorney General Swallow asked me if it was possible to recover data from the hard drives of his old Apple Office desktop and laptop computers, it is likely that I tried to do so but was unsuccessful. I told Attorney General Swallow that I did not think there was anything recoverable but perhaps someone with different recovery tools might be able to recover something. Attorney General Swallow asked me to provide the wiped drives so he could take them to an outside vendor to attempt to recover the missing data. I provided Attorney General Swallow with the two original drives and did not keep copies. Approximately one week later, Attorney General Swallow returned the drives and informed me that the vendor had not been able to recover any data from them. I did not provide any assistance to the vendor.

21. Shortly before January 17, 2013, Attorney General Swallow delivered to me the hard drive from his home Apple computer. He indicated that it had crashed and asked me to see if I could recover data. I verified that the hard drive was corrupted and began a recovery process which took several days to complete. On January 17, 2013, Attorney General Swallow sent me a text message stating: “Yes. How is the computer.” I replied by text message on the same date stating:

Pretty messed up. The hard drive is definitely bad. I’m trying to recover data off of it, but the hard drive keeps failing. You will need to buy a new hard drive at some point. I’ll continue to try and copy what I can off the hard drive.

I was able to extract data from the corrupted hard drive. I requested that Attorney General Swallow bring in an external hard drive and I transferred the recovered data to this drive. I did not retain a copy of the data I was able to recover.

22. After the Legislature's review of these issues commenced, and in an effort to determine what type of warning messages a Novell GroupWise user would have gotten when deleting a large volume of email from a Novell GroupWise account, Curtis Rose, the forensic computer consultant for the Special Investigative Committee of the Utah House of Representatives, and I used my Novell GroupWise email account to conduct a test. First, our test indicated that there are several ways to delete email manually from a Novell GroupWise Trash folder. Each method of manual deletion from the Trash folder results in the permanent purge of email from the account. Because of this, no matter which method a user chooses to permanently delete email from the Trash folder, the user will receive a warning dialogue box asking if the user would like to delete the items. For example, when a user clicks on the "Empty Trash" option, a pop-up warning appears asking, "Are you sure you want to empty all items in the trash?" The warning requires the user to click on either "Yes" or "No." A true and correct copy of the pop-up warning for the "Empty Trash" option is attached as Exhibit 4.

23. Second, a user can highlight a group of emails from the Inbox or another folder, right click on the highlighted group, and select either the "Delete" or "Delete and Empty" option. When a user clicks on the "Delete" option, the selected material is transferred into the Trash folder and can only be permanently purged as set forth above. Alternatively, if the user selects the "Delete and Empty" option, a pop-up warning appears, informing the user that items deleted will not be recoverable and asking whether the user wants to continue. Once again, the user must click on either "Yes" or "No." A true and correct copy of the pop-up warning for the

“Delete and Empty” option is attached as Exhibit 5. And, finally, while Mr. Rose and I were not able to specifically recreate this situation, I know based on experience that if a user inadvertently drags a large amount of data into the Novell GroupWise Trash folder, the user is presented with a similar dialogue warning box that the items will be deleted and will no longer be recoverable and asking the user to confirm that he or she still wishes to proceed.

EXECUTED on this 20 day of November, 2013.



Chris Earl

Exhibit 1

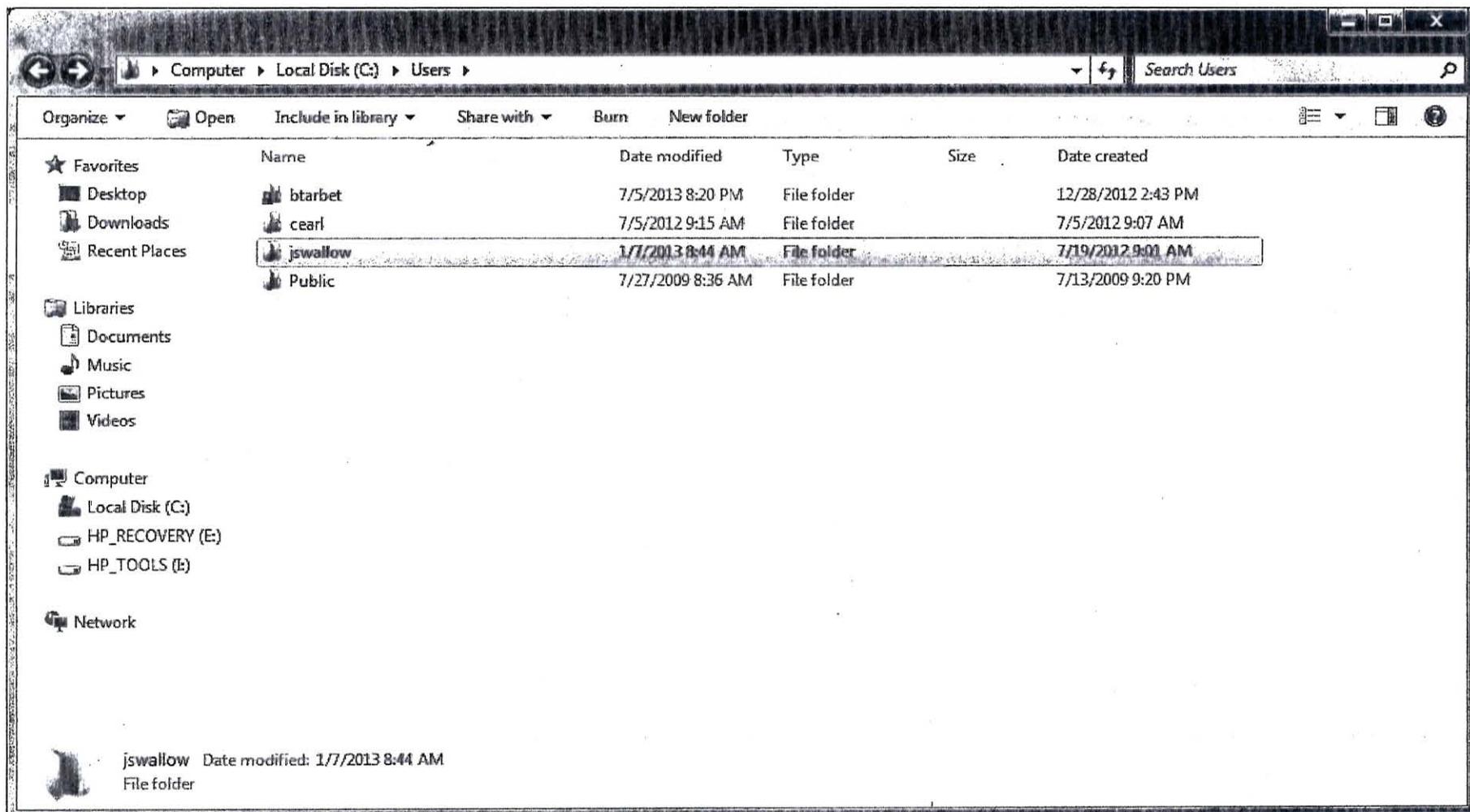
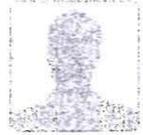


Exhibit 2

Dates:11/4/2012 3:47:42 PM

Good luck this week!!



Me

Dates:11/5/2012 11:31:19 AM



John Swallow

Thank you.

Dates:11/7/2012 9:24:15 AM

Congratulations!! Let me know when you want me to get you "Mac"ed up again. Unless your happy with you PC and droid.



Me

Dates:11/8/2012 10:51:23 PM



John Swallow

Thanks. Lets talk soon. I'm excited to serve.

Dates:12/6/2012 11:08:27 AM



Exhibit 3



Chris Earl <cearl@utah.gov>

Chat with Conn Peterson

1 message

Conn Peterson <connpeterson@utah.gov>
To: cearl@utah.gov

Thu, Feb 21, 2013 at 7:07 PM

- 6:11 PM **me:** When you do a groupwise to google move, is there any way to bring in the sent items from groupwise?
- 6:12 PM **Conn:** They come over with the migration
me: Sent items?
Conn: yes
- 6:14 PM **me:** That is going to make my boss VERY happy. Let me find out the exact time frame that he would like "re" migrated.
Conn: Did we not migrate him?
- 6:18 PM **me:** He was the one that I was trying to recover email from last week. I got 300-400 "inbox" emails recovered with database rebuild, but it found like 3000 or so sent items that show many received emails that he responded too, yet the original email does not show up in the inbox. He is just trying to everything possible to not have it appear that he deleted all of his 2010 emails. If the investigation ever gets to that level, they could at least track stuff through the sent items to show that we tried to recover everything that we could.
- 6:19 PM He would just like his google, to look the same as his groupwise at this point
Conn: ok
- 6:20 PM **me:** I'll verify that he only wants the 2010 stuff and not a whole migration again. FYI, the other one you did for me last week worked great. Thanks!!
Conn: Great, Let me know.
me: Will do
- 6:21 PM
41 minutes
- 7:02 PM **me:** You need a life!! Can you run another migration on John Swallow? He want's everything from 2009 and 2010.
- 7:03 PM **Conn:** What is his email address?
me: jswallow@utah.gov
- 7:04 PM **Conn:** Calendar items?
me: sure
- 7:07 PM **Conn:** Here it comes
- 7:08 PM **me:** Thanks so much

Exhibit 4

Novell GroupWise



Are you sure you want to empty all items in the trash?

Yes

No

Exhibit 5

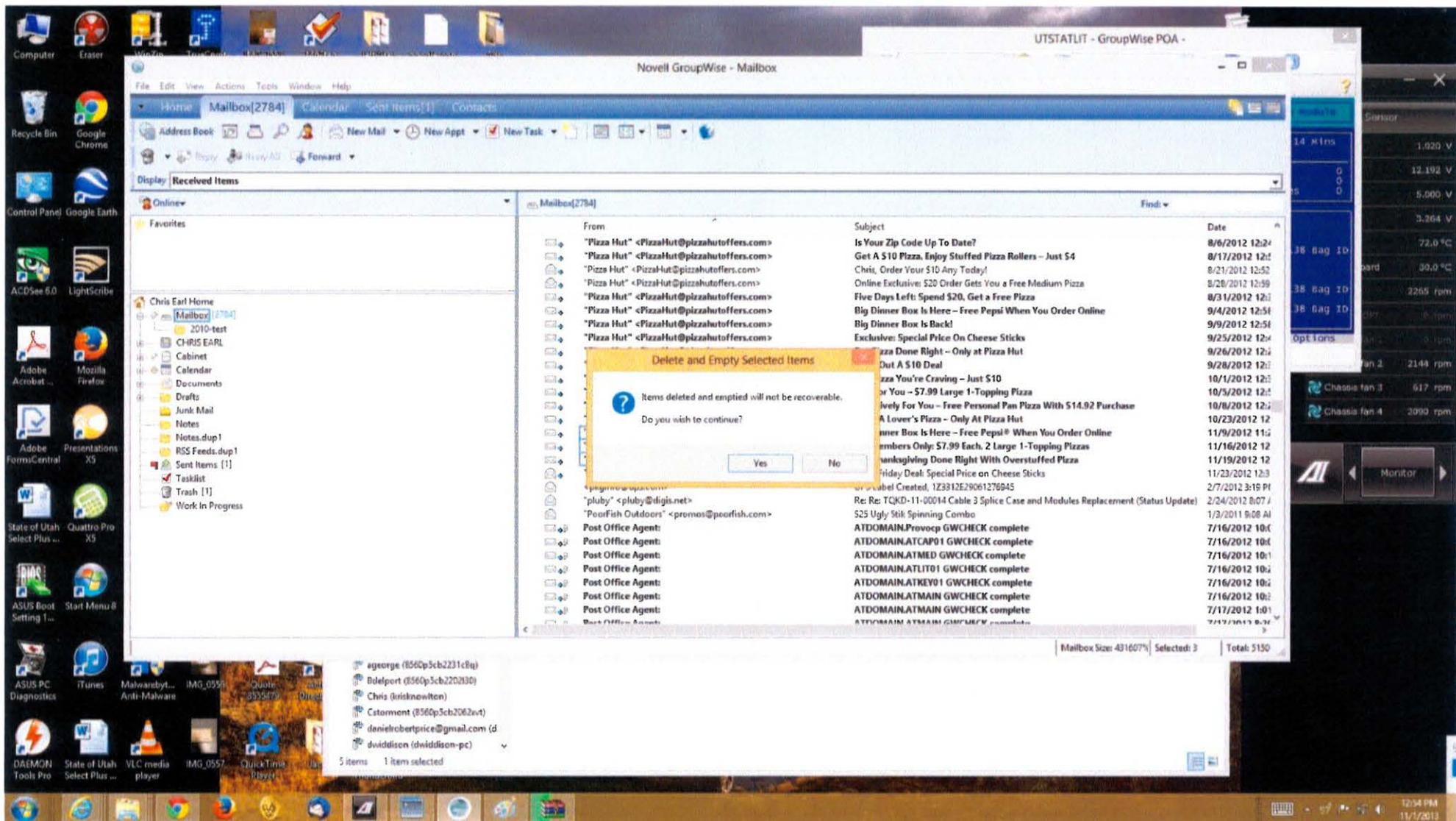


EXHIBIT 156

Reich, Steven

From: Reich, Steven
Sent: Saturday, December 07, 2013 1:34 PM
To: 'Rodney G. Snow'
Cc: Jennifer A. James; Neil A. Kaplan; jfellows@le.utah.gov
Subject: RE: Documents/AG deposition

I still do not have the hard drive. I am now being told I will have it Monday or Tuesday. When I get it, I will send it to you along with the information required by our stipulation. I understand that you are impatient, but the process with a damaged hard drive takes as long as it takes.

From: Rodney G. Snow [mailto:RGS@ClydeSnow.com]
Sent: Friday, December 06, 2013 6:50 PM
To: Reich, Steven
Cc: Jennifer A. James; Neil A. Kaplan; jfellows@le.utah.gov
Subject: RE: Documents/AG deposition

Steven, Close—yes. Context is always helpful. There may be some disagreement as to exactly what was said with Chris Earl at the time John turned his Macs back to the office. As I understand it, John was in a hurry to get out of town with his family to Disneyland. They were waiting at home for him and anxious to get moving. The Macs did not interface well with Groupwise and he had some trouble interfacing with the office systems. John recalls asking Earl if the computers would be wiped when put back into service at the office. Earl said yes. But John is not certain of the exact conversation. Earl provided John with an HP at that time as it was a Microsoft based system. Prior to turning back the Macs in the summer of 2012, John had realized many 2010 state emails were missing and made an attempt to recover them without success. At that time he had the data on the Macs transferred to an external hard drive. In 2011 John deleted many of his personal e-mails as a matter of course. Like most of us he periodically would clear out personal e-mails. John believes that the down load to the hard drive was transferred to his home computer as the data on the Macs or at least some of that data remains on the home computer. You will recall that we got many of his e-mails from his home computer by accessing his g mail account and the cloud. John tried to maintain up to date files on both his home computer and the office computer so he could work on the files either from the office or at home. The external hard drive was lost in November of 2012 on a flight from Phoenix to SLC. John thinks it fell out of his brief case while in the overhead bin. As you know, John asked Earl to see if he could recover his 2010 e-mails in January of this year. He was anxious to recover them, according to Earl's declaration. Earl recovered over 3000 sent e-mails many of which were part of an e-mail chain. We guess that may be at least half of the 2010 e-mails. Anything incriminating in those e-mails?

As to the "crashed" hard drive—please respond to my questions. We have been patient and you have had more than sufficient time to complete your restoration and down load of that hard drive. We look forward to receiving the documents as agreed.

While I have your eye, if you wish you may examine or sample in our office the privileged documents we have withheld and for which we have provided you a privilege log. We will allow you to do this with the understanding we are not waiving the privilege but may do so if you think it is worthwhile and you are willing to be fair in your use of the privileged material. Many of the documents are PR related. In addition, if you would like to see the contract this firm has with the PR person in DC we have used from time to time in the Swallow matter, you also welcome to examine it.

Your staff posed some questions a while back regarding the former AG's personal cell phone. As we understand it, John's personal cell phone was freezing up in the fall of 2012 so he obtained a refurbished phone from Verizon and

mailed his failing phone back to Verizon. We believe the phone John is using today is the refurbished phone. This phone has been his personal phone and his State phone has been returned to the AG's office.

Finally, thus far, we have produced about 5000 pages of documents in response to the House Subpoena and over 2300 pages to the Lt. Governor. This does not include the privilege documents or thousands of pages of other documents reviewed which were not responsive. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Thursday, December 05, 2013 9:40 AM
To: Rodney G. Snow
Cc: Jennifer A. James; Neil A. Kaplan
Subject: RE: Documents/AG deposition

Rod, are you telling us that prior to having Chris Earl wipe the drives for his office desktop and laptops computers in the summer of 2012, your client copied the data from those devices to an external hard drive, kept possession of that external hard drive but subsequently lost it in November 2012?

Further, are you saying that he believes that prior to losing the external hard drive, he copied all of the data on it to his home computer?

From: Rodney G. Snow [<mailto:RGS@ClydeSnow.com>]
Sent: Wednesday, December 04, 2013 8:32 PM
To: Reich, Steven
Cc: Jennifer A. James; Neil A. Kaplan
Subject: RE: Documents/AG deposition

Steven, when you know when you will be here, please let me know so we can get together for a few minutes.

I need to clarify the below statement. The external hard drive to which the data on the work computers was transferred in the summer of 2012 by John, was lost by John on a Delta flight in November of 2012. John immediately filed a claim with Delta but was not able to locate that hard drive. We have a copy of the claim he filed. (I had a similar experience with Delta in

Chicago about a year ago with some documents and I filed the claim before I left the airport. Never located.) John believes he saved that data to his home I Mac before he lost this hard drive. When the home computer was crashing, (the I Mac) Earl attempted to transfer data from that hard drive to another external hard drive. John located this external hard a few weeks ago and Jennifer reviewed that hard drive and had it mirrored. She failed to find anything responsive to the subpoena on that external hard drive—as below described. You have the hard drive from John's home computer that was crashing in January of 2013 and apparently you will be able to retrieve most of the data from that hard drive. So we are clear, I am not certain what data made it from the crashing hard drive to the external hard drive.

When will we get the documents you have been able to retrieve from this hard drive and have your people been able to determine the cause of the failure of the hard drive. We are hopeful your efforts regarding this hard drive are now completed. We will appreciate a copy of the report you receive from the company doing this work for you. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Wednesday, November 27, 2013 6:13 PM
To: Rodney G. Snow

Cc: Jennifer A. James
Subject: Re: Documents/AG deposition

I will be there in December. I just don't know exactly when, yet.

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
1 Bryant Park
Bank of America Tower
New York, New York 10036
(212) 872-1012
sreich@akingump.com<<mailto:sreich@akingump.com>>

Sent from my iPhone

On Nov 27, 2013, at 4:00 PM, "Rodney G. Snow" <RGS@ClydeSnow.com<<mailto:RGS@ClydeSnow.com>>>>
wrote:

Steve, thank you for your e mail. When we spoke initially, I did not know the extent of the problem. And I am still not sure whether it is a minimal or significant problem. I am in Portland. My memory is this. We have an external hard drive and have reviewed the data on it. There was nothing responsive to the subpoena on this drive, according to Jennifer. Home pics, some movies and a few AG files that were non responsive. But Jennifer has been running all this to ground and has of course been distracted with the production of docs to the Committee. I will meet with her next week and get back to you. Yes, we should talk-- it is over due. You are not seeing a trip out before year end? Maybe I will come to NYC.

Sent from my iPhone

On Nov 27, 2013, at 10:51 AM, "Reich, Steven" <sreich@akingump.com<<mailto:sreich@akingump.com>>>>
wrote:

Thanks for the email and for the production yesterday. We'll work our way through what you sent.

I don't yet know when I'll be out there. I am happy to talk in person when I am or by phone before then. In my view, a real, meaningful conversation between the two of us is long overdue.

On the hard drive from the personal computer, here's the status. Kroll/Ontrack was able to get it working. Since they did, a process has been underway to extract the data on the drive. That process has been very, very slow due to the damage and is still underway. I had hoped the data extraction effort would be completed this week but it doesn't look like it will. I am advised that when it is completed -- hopefully soon -- it likely will succeed in recovering close to 100% of the data on the drive. Whenever that process concludes, we will provide the data back to you for review as we agreed.

I will add that, when we undertook this data recovery process, I did not realize that we were restoring a hard drive that, we now understand, has only been in that computer since July 2012 when it was swapped in for the

drive that previously had been in that device. We do not know where the drive that previously had been in the computer is, and it would help if you would tell us. Likewise, can you tell us where the external hard drive is that your client brought to Chris Earl in January 2013 when the home computer crashed and Chris Earl copied data from the crashed drive to the external hard drive that he was provided?

Honestly, Rod, I don't understand why you didn't front the full range of the data issues with us? It would have been much better if you had identified the issues and provided explanations rather than leave us to find the issues for ourselves and draw conclusions from silence.

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Building
New York, New York 100036
(212) 872-1012
sreich@akingump.com<<mailto:sreich@akingump.com>><<mailto:sreich@akingump.com>>

Please excuse typos. This message sent from my iPad.

On Nov 26, 2013, at 3:49 PM, "Rodney G. Snow"
<RGS@ClydeSnow.com<<mailto:RGS@ClydeSnow.com>><<mailto:RGS@ClydeSnow.com>>> wrote:

Steve, I am out of the office but Walt Romney should get you the depo transcripts, per our agreement. Will you be in SL in the next week or so? Time we sat down and talked. And, are you done with the hard drive? We want to know where you

Sent from my iPhone

On Nov 25, 2013, at 12:31 PM, "Reich, Steven"
<sreich@akingump.com<<mailto:sreich@akingump.com>><<mailto:sreich@akingump.com>>> wrote:

Rod, I appreciate your willingness to provide the invoices and day planners without restriction. We look forward to receiving those today.

On the deposition transcript, we agree for now to limit distribution of the transcript to the Akin Gump and Mintz teams, the Committee and Committee staff. This is without prejudice to the Committee's right to continue to pursue its claim in the LG's proceeding or otherwise that it should have access to the transcript and exhibits without restriction (except as the Committee may agree with you), and your right to assert otherwise. Simply put, the Committee will not assert that the production of the transcript to it under the conditions referenced herein is a waiver of any of your or the Committee's rights.

Good?

From: Rodney G. Snow [<mailto:RGS@ClydeSnow.com>]
Sent: Monday, November 25, 2013 2:47 PM
To: Reich, Steven
Cc: Walter A. Romney, Jr.; Melissa Feil; Jennifer A. James
Subject: Documents/AG deposition

Steven, we should be able to send you the documents you requested sometime this afternoon. We are waiting on Orange to remove the confidential designations. I have reviewed Chairman Dunnigan's request for John's deposition. When counsel to the Lt Governor asked if he could release the deposition we told him no as the AG was reviewing the transcripts and making changes he felt were necessary on the errata sheet. That process is now complete and I should have the signature of the AG on the deposition sometime today, as I understand it. Once I have that in hand we are willing to provide you a copy of the transcript. The exhibits are another issue. The AG is out of town on a long planned family vacation with his wife's family. I am leaving tomorrow for the NW to be with two daughters and their families for the thanksgiving holiday and will be back on Monday. We can probably resolve the exhibit issues with some redactions but will need to walk through that with Mr. Swallow. I am still undecided if we can provide you the deposition before the exhibit issues are resolved. If you will keep the deposition transcript confidential for your use and the committee's use only, for now, that will help us. Thank you.

Rodney G. Snow

ClydeSnow

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EXHIBIT 157

**IN THE THIRD JUDICIAL DISTRICT COURT, SALT LAKE DEPARTMENT
SALT LAKE COUNTY, STATE OF UTAH**

In re:

Utah House of Representatives
Investigation

**DECLARATION OF SHELLEY
EXETER**

Case No. _____

I, Shelley Exeter, declare that the following is true and correct to the best of my recollection and belief:

1. I currently am the executive assistant to Attorney General John Swallow and have served him in that capacity since he joined the Office of the Attorney General as a Chief Deputy Attorney General in December 2009.

2. In my capacity as executive assistant to the Attorney General, I have to access the Attorney General's office email account and electronic calendar.

3. During a meeting earlier this month regarding a response to a subpoena, I first learned that a large volume of the Attorney General's emails from his office email account have been missing since at least January 2013.

4. I did not delete the emails referenced in paragraph 3 above.

5. Since I started working with the Attorney General, I have helped maintain his electronic office calendar. Frequently, I will make entries in the Attorney General's calendar for office meetings without being instructed to do so. The Attorney General typically will make his own entries in his electronic office calendar for personal appointments.

6. Throughout the time I have worked with the Attorney General, I routinely have made recurring and non-recurring calendar entries in the Attorney General's electronic calendar.

In particular, in 2009 through 2011, I created various recurring and non-recurring entries in the Attorney General's electronic calendar, including for various regularly scheduled office meetings, such as meetings with his executive staff and division chiefs.

7. On October 9, 2013, I gathered the Attorney General's electronic calendars from 2009 to the present in connection with a response to a subpoena.

8. During my review of the Attorney General's electronic calendars, I noticed that some or all of the entries for the recurring meetings described in paragraph 6 above no longer appeared in the calendars for 2009 through 2011. Based on my review, I also believe that numerous other non-recurring appointments that I and the Attorney General entered in the Attorney General's electronic calendar from 2009 through 2011 no longer appear in the calendar. I did not delete the missing calendar entries.

I declare under criminal penalty of the State of Utah that the foregoing is true and correct to the best of my recollection and belief.

EXECUTED on this 30 day of October, 2013.

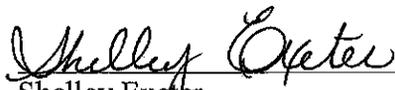
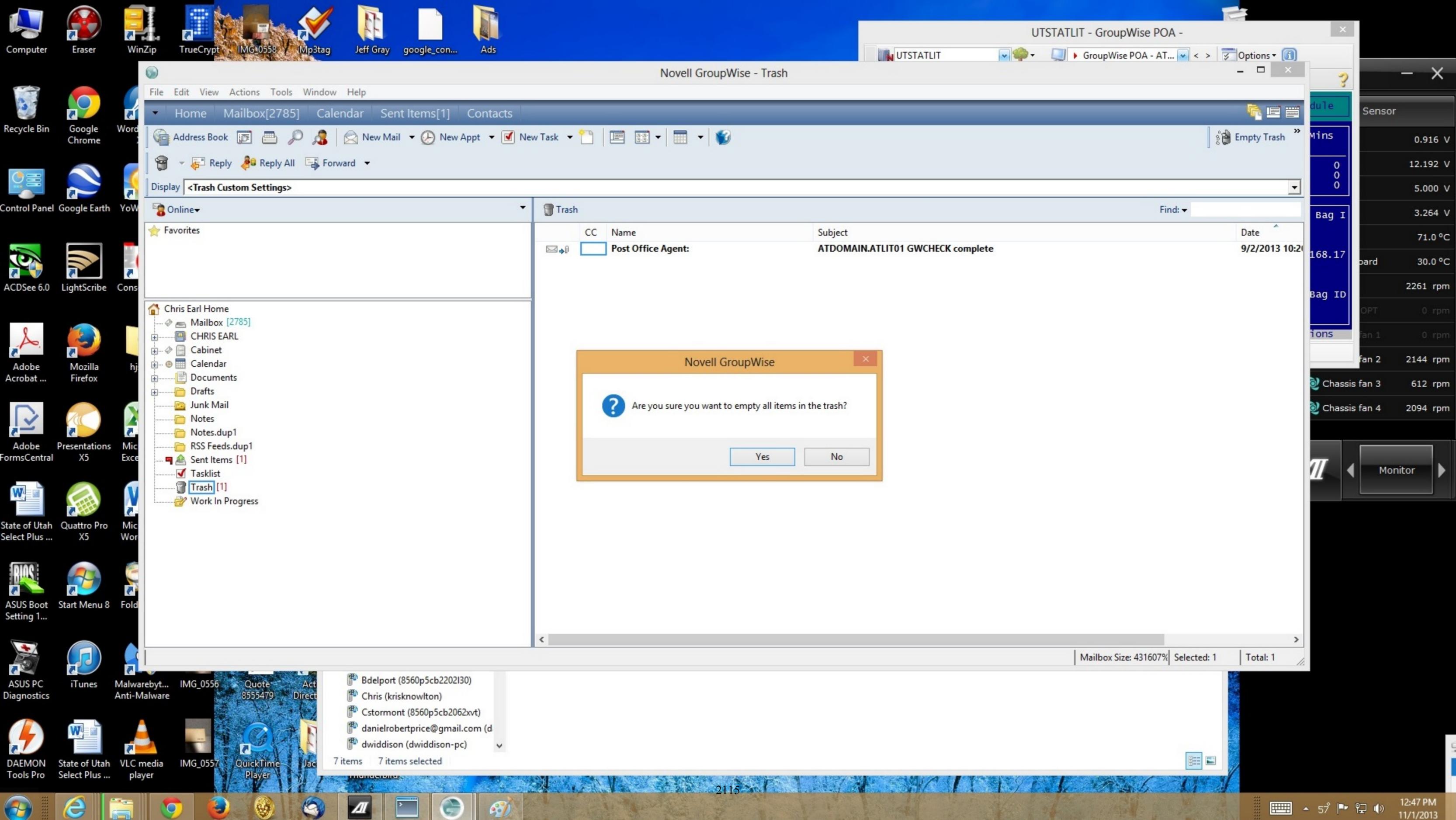

Shelley Exeter

EXHIBIT 158



Novell GroupWise - Trash

File Edit View Actions Tools Window Help

Home Mailbox[2785] Calendar Sent Items[1] Contacts

Address Book New Mail New Appt New Task

Reply Reply All Forward

Display <Trash Custom Settings>

Online

Favorites

- Chris Earl Home
 - Mailbox [2785]
 - CHRIS EARL
 - Cabinet
 - Calendar
 - Documents
 - Drafts
 - Junk Mail
 - Notes
 - Notes.dup1
 - RSS Feeds.dup1
 - Sent Items [1]
 - Tasklist
 - Trash [1]
 - Work In Progress

CC	Name	Subject	Date
	Post Office Agent:	ATDOMAIN.ATLIT01 GWCHECK complete	9/2/2013 10:20

Novell GroupWise

Are you sure you want to empty all items in the trash?

Yes No

Mailbox Size: 431607% Selected: 1 Total: 1

- Bdelport (8560p5cb2202l30)
 - Chris (krisknowlton)
 - Cstormont (8560p5cb2062xvt)
 - danielrobertprice@gmail.com (d)
 - dwhiddison (dwhiddison-pc)
- 7 items 7 items selected

EXHIBIT 159

From	Subject	Date
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Is Your Zip Code Up To Date?	8/6/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Get A \$10 Pizza, Enjoy Stuffed Pizza Rollers - Just \$4	8/17/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Chris, Order Your \$10 Any Today!	8/21/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Online Exclusive: \$20 Order Gets You a Free Medium Pizza	8/28/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Five Days Left: Spend \$20, Get a Free Pizza	8/31/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Big Dinner Box Is Here - Free Pepsi When You Order Online	9/4/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Big Dinner Box Is Back!	9/9/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Exclusive: Special Price On Cheese Sticks	9/25/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Pan Pizza Done Right - Only at Pizza Hut	9/26/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Carry Out A \$10 Deal	9/28/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	The Pizza You're Craving - Just \$10	10/1/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Just For You - \$7.99 Large 1-Topping Pizza	10/5/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Exclusively For You - Free Personal Pan Pizza With \$14.92 Purchase	10/8/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Enjoy A Lover's Pizza - Only At Pizza Hut	10/23/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Big Dinner Box Is Here - Free Pepsi® When You Order Online	11/9/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	For Members Only: \$7.99 Each, 2 Large 1-Topping Pizzas	11/16/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Pre-Thanksgiving Done Right With Overstuffed Pizza	11/19/2012 12:00
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Black Friday Deal: Special Price on Cheese Sticks	11/23/2012 12:00
<pkginfo@ups.com>	UPS Label Created, 1Z3312E29061276945	2/7/2012 3:19
"pluby" <pluby@digis.net>	Re: Re: TQKD-11-00014 Cable 3 Splice Case and Modules Replacement (Status Update)	2/24/2012 8:00
"PoorFish Outdoors" <promos@poorfish.com>	\$25 Ugly Stik Spinning Combo	1/3/2011 9:08
Pos	ATDOMAIN.Provocp GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATCAP01 GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATMED GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATLIT01 GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATKEY01 GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATMAIN GWCHECK complete	7/16/2012 12:00
Pos	ATDOMAIN.ATMAIN GWCHECK complete	7/17/2012 12:00
Pos	ATDOMAIN.ATMAIN GWCHECK complete	7/17/2012 9:00

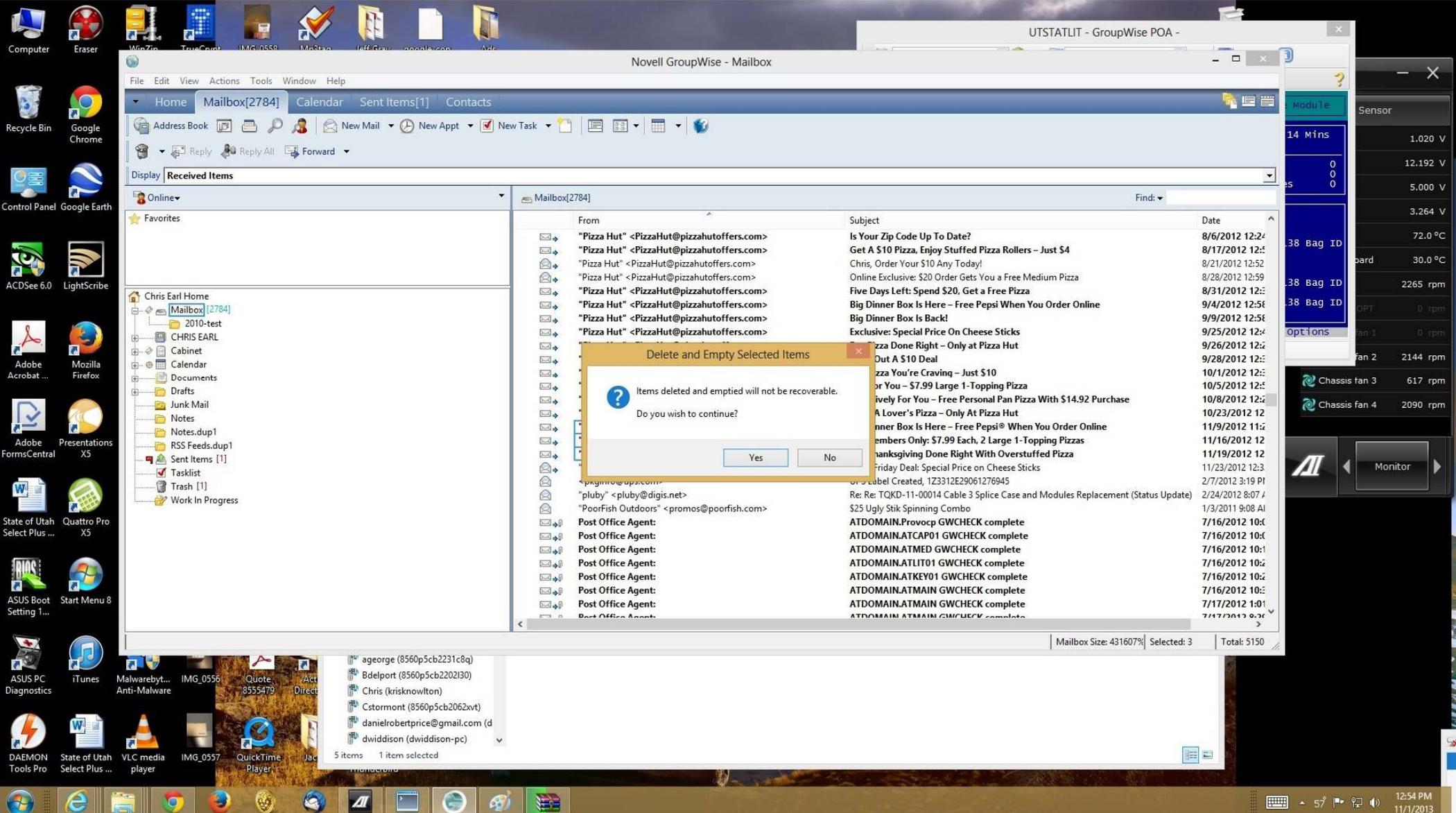
- Save As...
- Print...
- Find in 'Mailbox' folder...
- Forward as Attachment
- Delete
- Delete and Empty**
- Archive
- Junk Mail
- Mark Read
- Read Later
- Mark Private
- Show in Tasklist
- Categories

Mailbox Size: 431607% | Selected: 1143 | Total: 51

George (8560p5cb2231c8q)
 Bdelpoort (8560p5cb2202130)
 Chris (krisknowlton)
 Cstormont (8560p5cb2062xvt)
 danielrobertprice@gmail.com (d...)
 dwiddison (dwiddison-pc)

5 items | 1 item selected

EXHIBIT 160



Novell GroupWise - Mailbox

File Edit View Actions Tools Window Help

Home Mailbox[2784] Calendar Sent Items[1] Contacts

Address Book New Mail New Appt New Task

Display Received Items

Online

Mailbox[2784]

From	Subject	Date
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Is Your Zip Code Up To Date?	8/6/2012 12:24
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Get A \$10 Pizza, Enjoy Stuffed Pizza Rollers - Just \$4	8/17/2012 12:52
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Chris, Order Your \$10 Any Today!	8/21/2012 12:52
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Online Exclusive: \$20 Order Gets You a Free Medium Pizza	8/28/2012 12:59
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Five Days Left: Spend \$20, Get a Free Pizza	8/31/2012 12:52
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Big Dinner Box Is Here - Free Pepsi When You Order Online	9/4/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Big Dinner Box Is Back!	9/9/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Exclusive: Special Price On Cheese Sticks	9/25/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Pizza Done Right - Only at Pizza Hut	9/26/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Out A \$10 Deal	9/28/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Pizza You're Craving - Just \$10	10/1/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	For You - \$7.99 Large 1-Topping Pizza	10/5/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Giveaway For You - Free Personal Pan Pizza With \$14.92 Purchase	10/8/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	A Lover's Pizza - Only At Pizza Hut	10/23/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Dinner Box Is Here - Free Pepsi® When You Order Online	11/9/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Members Only: \$7.99 Each, 2 Large 1-Topping Pizzas	11/16/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Thanksgiving Done Right With Overstuffed Pizza	11/19/2012 12:56
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Friday Deal: Special Price on Cheese Sticks	11/23/2012 12:53
"Pizza Hut" <PizzaHut@pizzahutoffers.com>	Friday Deal Created, 1Z3312E29061276945	2/7/2012 3:19 PM
"pluby" <pluby@digis.net>	Re: Re: TQKD-11-00014 Cable 3 Splice Case and Modules Replacement (Status Update)	2/24/2012 8:07 AM
"PoorFish Outdoors" <promos@poorfish.com>	\$25 Ugly Stik Spinning Combo	1/3/2011 9:08 AM
Post Office Agent:	ATDOMAIN.Provocp GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATCAP01 GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATMED GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATLIT01 GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATKEY01 GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATMAIN GWCHECK complete	7/16/2012 10:01
Post Office Agent:	ATDOMAIN.ATMAIN GWCHECK complete	7/17/2012 1:01
Post Office Agent:	ATDOMAIN.ATMAIN GWCHECK complete	7/17/2012 9:01

Mailbox Size: 431607% Selected: 3 Total: 5150

Delete and Empty Selected Items

Items deleted and emptied will not be recoverable.

Do you wish to continue?

Yes No

- ageorge (8560p5cb2231c8q)
 - Bdelport (8560p5cb2202130)
 - Chris (krisknowlton)
 - Cstormont (8560p5cb2062xvt)
 - danielrobertprice@gmail.com (d)
 - dwiddison (dwiddison-pc)
- 5 items 1 item selected

UTSTATLIT - GroupWise POA -

Module

Sensor

14 Mins

1.020 V

12.192 V

5.000 V

3.264 V

72.0 °C

30.0 °C

2265 rpm

0 rpm

2144 rpm

617 rpm

2090 rpm

Monitor

EXHIBIT 161

John Swallow Interview: Doug Wright Show KSL Radio

November 7, 2013

This is an unofficial transcript

Doug Wright There are so many things swirling right now that we thought, we needed to extend an Invitation to the Attorney General, John Swallow, who now joins us in studio. Mr. Attorney General, John thank you so much for joining us here at KSL and accepting our invitation.

John Swallow Doug, it's really my pleasure to be here with you this morning.

Doug Let me just ask you the straight up question. You know, for many of us honestly we've all had a computer crash. We've all deleted something that we wish we could return whether it was a college paper or whether it was an important letter that we'd worked all weekend drafting or whether it's a movie review, whatever it is, we've all had that. We've all had one of those moments when we clicked the wrong button, but it seems that there was a real perfect storm that happened here where in a relatively short period of time desktop, laptop, personal computers, cellphone, PDA, all kinds of things seem to in a relatively small window, I'm not talking within weeks or months, but in a relatively small window and what has been labeled by those who are looking at this from a legal point of view and an investigative point of view, say is a critical period. Let me just ask you, what happened? What is missing? How did it go missing?

John Well, I mean that's a fairly, a fairly broad question, Doug. When I was in the office for two and a half years and came through the primary, it looked pretty good going into the general election and so I decided to swap out a computer I had been using for two and a half years and a laptop I'd been using for two and a half years and in the normal course of things simply change the computers out. That happens in life and you talk about deleted emails? Well, I'd like to ask anybody out there listening if you've ever deleted an email before. I mean, I have emails coming into my account where I'm nervous that if I open the email, it's going to somehow put a virus on my computer. So I'd like to ask anybody out there if they have any device that they've used for six months or more where they haven't deleted a text message or an email. So for Counsel for the Legislative Committee to come out and say, "It looks like for every single device that John Swallow's had for the last four years, he's had a deletion or there's missing data, well, welcome to the world. Doug, do you have emails still, all your emails from 2010? I, I...

Doug Well ...

John I think that's the interesting point...

Doug And again...

John ...that we have to make here.

Doug I'm, I'm not a computer genius nor am I a computer whiz at operating it but when I delete something here at KSL, it goes into the trash bin and it stays there forever unless you do a double or triple delete. So could I retrieve something from 2011, yes, and could I retrieve

something from 2009, most likely. I might have to have the IT guys here behind me but, yeah, when I delete something, it goes into a trash bin and unless I double delete something or...

John Or if your trash...

Doug ...or really, or really...

John ...at some point.

Doug Yeah, or, you know, take that second or even third step. So that, you know, and again I don't profess to be any big expert in this arena.

John Well we're hopeful that we'll be able to cover everything that may be missing at this point in time but I wanted, the point I want to make to you and to people who are out there listening is that the Investigative Committee's attorneys didn't find out this quote unquote problem because of their investigation. When my attorney first met with their attorneys, he said to them, "You know, there may be some data issues that we want to be very upfront with you with and we want to make sure that you understand that there was a computer swap out about a year and a half ago. There were some missing emails that John Swallow reported back when he first became Attorney General that they spent quite a bit of time trying to find those emails and they don't know if it was part of the transition from GroupWise to Google or they don't know if it happened before inadvertently. They just don't know but they spent a lot of time and resources trying to figure that out." That went right from us right to them at the very, very beginning, Doug. We are not trying to hide anything and as I listen to the reports coming out of that Committee, I was shocked at some of the comments the House members made following the Committee. They seem to think that our office wasn't taking the investigation seriously.

Doug Glenn Hemingway especially mentioned something, "What does he think we're doing over here," something to the effect...

John Right.

Doug ...our Bridge club...

John Right and so...

Doug ...playing cards.

John ... some of the concerns I have about the report and some of the concerns I have about how the investigation is being postured goes to the very point I was trying to make when the investigation was first announced and that was this could become very scary and very political very quickly. I can't understand why the Counsel for the Legislature didn't let everyone on that Committee know and the public know on Tuesday that my personal attorneys have produced more than 3,000 pages of documents in the last week to that Committee and that my office has produced more than 8,000 pages of documents responsive to the subpoena in the last week, that we are fully cooperating. I don't think he let them know that I have removed myself in the office from any involvement at all with respect to the production of these documents. I don't review them, I don't search for them, I don't have anything to do with it. I've had General Tarbet, who is a former General for the National Guard who's my General Counsel, lead the

team absent me to make sure that our office is doing everything we can to keep the promise I made to you and to the rest of the state when this first started that I would be fully cooperative and any intimation, any intimation to the contrary is disingenuous from my point of view and a disservice to the people of Utah, to the taxpayers of Utah and to the members of those Committee, that Committee which has to in part look at my demeanor and my cooperation as they make serious judgments about what I've done and what my office has done and if I sound a little angry, Doug, it's because I am!

Doug Let's talk about what Mr. Reich and I'll make it so you, either that or you can slip the headsets on for just a second, what he said and I thought the wording was interesting in what he said at this Committee meeting just the other day so if you want to slip your headset at least up so you can hear it. I played it a little earlier but he said something here that I wanted to clarify with you.

Steve Reich I just don't, yeah, I've read the same articles you have. I just don't know the answer to why the Attorney General's office didn't implement a hold at that point.

Doug Now when he talks about that point, he's referring clear back. We're talking 2009, 2010 here. At that time, the Attorney General's office was not headed by you, it was headed by Mark Shurtleff.

John Sure.

Doug Is he implying then in your understanding of this that Mr. Shurtleff or during that time period, the Attorney General at that time should have started when it was even suspected or there were rumblings or initial conversations, even going back to the donut shop conversation, when a few things started to come up where it looked like there could be an investigation, is he implying then that Mark Shurtleff should have stepped in at that point and then secured everything in the office?

John I don't know what he's implying. I don't know. I can't read his mind. All I can say is that I'm not aware of any significant, any material documents that have been deleted intentionally by anybody in the last three and a half or four years.

Doug And...

John And I'll just say this, I don't think they know either and that's one of the problems with, that I have with how that report was postured to the Legislature because normally, Doug, in an investigation, you have a private investigation and private doesn't mean anything's wrong. A lot of people say, "What, everything should be done in public," but it's like with a football game, sometimes you're on offense, sometimes you're on defense, until you get the ball, you don't have a chance to score. It's the same with an investigation. You get some information like we, what we gave them and said there's some missing data that we're trying to figure out and we're trying to find and we'll get it to you, before we can get the answers, before anybody really knows what's happening, before anybody's really reviewed anything, these statements are made which I think are calculated to inflame and enrage people. To get the Legislature, perhaps to say and listen, I don't want to be, I don't want to say I have an idea of what his motives are but you have, you have a firm that is working on a contract that could pay them as much as \$3 million. A few weeks ago you had the Department of Justice, the preeminent investigative body

in the whole country, finish a 10-month investigation and come out and say, "You know what, there's nothing there. We're not going to bring charges, we're closing our case down." And all the sudden maybe the Legislature, maybe the attorney for the Legislature is saying, "What's going to happen to our investigation if we close this down?" And Doug, I want you to know that we have proof, incontrovertible proof that what Jeremy Johnson said about some kind of a bribe is false. That he knew it was false at the time, that this whole thing, this whole investigation that has disrupted my office, my life and this state for 10 months, a whole 10 months of my administration, is a fabrication and now the Legislature is using this, and I know that when they started this, they were working in good faith, but now they're taking this a step way beyond where I think they need to go, now listen, I want to resolve the issues about any documents that they have concerns about. I'm not trying to say that. I'm not trying to avert this from that but I am saying that now we have a situation where it's become clear. It's the political investigation and if you look at the questions they're asking people, they are going through everything that's been gone through by the Elections Office, by the U.S. Attorney's Office, by the Bar and, that are, being looked at by county attorneys and now we're seeing, now we have a duplicate of investigation but this time it's costing Utah taxpayers \$3 million and they've already spent almost \$1 million.

Doug Yeah, the number I saw was 600 and some odd thousand dollars and obviously growing and back to some of the statements that you mentioned and so I'll ask you this straight up, with Stephen Reich, who is the attorney that gave the report to the House Committee the other day, when he says something like, and this is a quote, "I will tell you the scope of the data lost here is not anything that I've seen before and it's something that I find deeply worrisome." Then he goes on to say "what happen here makes our job immeasurably harder and immeasurably costlier." You reaction to that, you mentioned inflammatory statements, is that what you're talking about?

John Well, I'm talking about the fact that he didn't take the opportunity in a public meeting, in front of the legislative committee, to acknowledge that our office has been fully cooperative and that I've been fully cooperative, and actually say we produced over 10,000 pages of documents done. I have no idea what his experience in life is, but as I understand what has happened, as we are trying to get to the bottom of what's happened, it seems like a pretty outrageous statement and perhaps even inflammatory statement to say I've never seen anything like this in my career." Unless you happen to have a very long career or very extensive career.

Doug Paul Murphy. It's reported that he said a spokesperson within your office and for you, said that you self-reported some of these missing things, deletions or whatever, I don't know what the proper term is, but some of this was self-reported in January. Can you tell us what transpired in January because you were still, you know, warming up the seat.

John Well, I don't want to get into too many details, because again, we don't know a lot of the answers, but, I noticed last year, back in 2012 that I was missing some documents and it had me concerned, and so I went to the Attorney General at the time and talked to him about and he said "you know, it's probably just an issue about the transition from GroupWise to Google, don't worry about it. A few months later, I went back and looked, just to kinda follow up and see if it had been restored, I didn't see those documents and these are emails from 2010, Doug, that I had noticed were missing and again, they weren't there and I went to my PC people and said "what do you think" and they said to me "well, it may just be a transition issue, let's wait a little

while longer.” After I took office, I went back and I looked again and I didn’t see those again. I went to my IT people and said “ok, we’ve gotta have backups here.” And then they told me for the first time, “well, we only keep backups for 30 days.” I said “well these are 2010 emails, I don’t know when they would have been deleted or lost” and they said “we’ll do the best we can.” And then they went through a process with the IT people in the state, at my direction, trying to restore anything I could, in full integrity, right and they found, I think, 35 or 4,000 emails that they were able to bring back into my account from 2010. I was thrilled with that, by the way.

Doug Let’s talk a little bit about that transition, that migration of materials.

John Sure.

Doug Because according to the Utah Department of Technological services, this is the only problem that they are aware of. So, again, this has raised, you know, back to that, people are going “boy what are the odds?”

John Well, so let me just answer that. I’m not a technology person as well either, but, you know when I’m missing, when I delete an email or when I delete a text from my phone in the normal course of my life, there’s not a note that flashes on my phone that says you’re missing data. You don’t know if you’re missing something Doug, unless you go looking for it and you can’t find it. So with, I don’t know how many thousand employees we have in the state of Utah, 22,000 employees or whatever the number is, unless they are looking for something, unless they report a problem, technology services isn’t going to know there’s a problem. So, I don’t know how they can say, honestly, that no one in the state is missing data. I know people who say they’re missing data. And there are things I can’t explain, about my calendars, for example, which I don’t even, I mean I think I could figure out how to delete a calendar entry. I haven’t had that experience before and so I have a lot of time, I have a hard time backing up my computer at home with an external hard drive, frankly, but that’s just my lack of savvy with respect to technology issues.

Doug When it comes to, let me just ask you this straight up question, I’m sure a lot of people are going ok. Let’s just hear it straight up. John, have you ever deleted anything from any electronic device that in your mind, even if it was just one of those little moments where you kinda went, hmm, this might not be a good idea. Have you ever intentional deleted anything that might have any pertinence to this case? Just a straight up yes or no.

John No. No. I haven’t.

Doug Here’s another question I’ve wanted to ask, in light of, especially, honestly some of almost the snarky nature of some of the comments, editorial cartoons...

John Sure.

Doug ...and so on, you know the dog ate my homework and my computer and my hard drive and my this and my that...

John Feeding my hard disk to my little puppy.

Doug ...yeah, I need to give Bagley credit for that one. But, if you were asked, if a case like this came to you, as our chief law enforcement officer, here in the state of Utah, and you were charged with prosecuting this, you were putting together the team to look at something similar to this, and you looked at some of these facts, you looked at some of these allegations, you looked at some of these missing documents, you looked at kind of again, and I don't want to misuse the phrase, but kind of within a relatively short period of time, kind of a perfect storm of a lot of things failing...

John Well, a lot of things failing. I mean our hard disk at home...

Doug Yeah?

John ...failed. We took that disk up to the state because I had been using the computer for a little bit of work as well, so I felt like I could do that. We were able to retrieve the files from that home computer and actually put them on a hard disk and put them back on my new home computer. So, it's true that my computer at home crashed in January. It's true that we can't get any more data on that because as soon as we got the date off that we could get off of that, then it continued to digress until it stopped functioning completely. But we still have files from our old home computer which we had for a couple of years before that that we've retrieved.

Doug Well, let me restate that then. With some of the failures and with some of the policy changes and with the transfers and with the new equipment and with the migrations and so on, how would you handle a case like this if you were assigned to prosecute, something like this?

John Sure, well first of all I'd like to find out material and what's not material. Secondly, I'd try to get all the facts out before I started making announcements about what I'd found. You know, when you have a political figure, when you have an elected Attorney General, a Chief Law Enforcement Officer, when you have a duty to investigate, you don't necessarily need to inflame people before you know what you're talking about. I don't want to make it sound like I don't think this attorney doesn't know what he's talking about, but he doesn't know the facts and we don't even know the facts and that's part of the problem with an open investigation tried in the public, tried in the press before anybody knows. Because we may not know anything for another two months and so what's going to be on the public's mind for the two months, the statement that they made to this committee where the implication, following the committee meeting, was very clear. The Attorney General's office is not cooperating with us. That is not true. So, I think if you'd ask me how I would handle it? I would handle it in a very professional way that would not lead people to believe something that's not true until I have the facts, until I've made a decision that it's time to talk about those publicly. I think that's how I would handle Doug, and I think that's what is not happening now.

Doug This has been going on at an escalated level basically since the day you were elected and certainly from the day you were sworn in. And under these, and with the various investigations that have included even within the bar association that you and I have talked about, one of those now dropped...

John Right.

Doug ...one other still pending. With the things that were before the Lieutenant Governor's office, nine of which were just similarly dismissed...

John Right.

Doug ...and three that are still percolating. Of the federal investigation that went on, which came to a culmination and end...

John Right.

Doug ...with no further action..

John Right.

Doug ...since late September....

John ...and I know why that happened, by the way, and I've got documents to show it...go ahead...

Doug What I was going to ask is "did the feds ask for these emails, did the feds ask for some of this information and we've been, even if you just take it from the day you were sworn in, you know, we're careening in on a year almost now and many of my associates have gone "good grief, why is this coming up right now?" Why is this coming up right now and did the feds look into these emails and some of the voids or the gaps.

John Well I think the feds, I don't want to say the feds with all due respect, the public integrity section of the Department of Justice whose job it is to look at anybody who is in office where allegations were made of corruption I mean that's what they do for a living every day six to seven days a week. They had information Doug which answered their questions, they had documents that showed emphatically that the relationship between Richard Rawle and Jeremy Johnson was nothing more than a straight up lobbying relationship. That there was no truth at all to the allegations that made this whole thing erupt back in January 2013 that having looked at all the documents they needed to look at to make a decisions and having interviewed all the witnesses they thought might possibly be relevant to the material they closed the case and determined that there was no violation of federal law.

Doug You mentioned the thousands of documents that your office has supplied being upset at the implication or the impression that has been left that somehow the office and you are not cooperating with the house investigation so we're talking about thousands of documents, emails, everything else that everybody wants to look at

John And I think three or four lawyers who are working almost full time on this from my office. Lawyers that I've hired that have also worked almost full time this last month to cooperate that's where I get the resentment.

Doug Did the Department of Justice make those kinds of demands on your office. Did they go out with wheelbarrows full of information?

John Well they did subpoena extensive records in my office and again, even then I didn't have any involvement, didn't review those records, didn't approve those records going out and we did supply those documents to the federal government. Did they documents to the federal government.

Doug Did they at any time ask for email and electronic communications, the things that are kind of under scrutiny here?

John They certainly asked for emails and electronic communications and we certainly provide everything they asked for. I don't believe they asked for my emails from 2010, nor do I think that they would necessarily be relevant in light of the information that they have about what happened in that transaction. For example, I have here a letter from a guy name Scott Levitt, his attorney, to Richard Rawle, dated four months after this agreement was entered into between Richard Rawle and Jeremy Johnson, and it says, "Dear Mr. Rawle, my client invested \$200,000 in a lobbying arrangement where you were retained to lobby the FTC on behalf of Jeremy Johnson, iWorks and my client. Would you please give me an accounting of what you've done." The implication of that letter which I showed you, you didn't have time to really read is that four months after the transaction occurred, Mr. Levitt, who is not as I understand, part of the negotiations clear understanding was this was nothing more than a straight up lobby arrangement. That is what Jeremy Johnson communicated to Mr. Levitt. Well, if the FBI had that letter, they had emails from Mr. Rowell to his lobbyists that confirmed that indeed they had started progress and work on that arrangement. But, 2½ years later, Mr. Johnson lied to the press about it, went to the Tribune about it and started this whole firestorm about a brand new attorney general that no one knows, who wanted to go into office and serve the people who's working hard to make the office run smoothly despite this storm and we're accomplishing amazing things. In fact, today, Doug, I know it's time to take a break, but today we're in an all-day CLE down by the Southtown area, educating our lawyers, 230 lawyers in a room, I'll be making a presentation this afternoon. The work goes forward. We're protecting kids, we're doing our jobs, but it is very distracting.

Doug Mr. Swallow's, right. We do need to take a break. Can we ask you to stay for one more segment?

John Sure.

Doug All right. Our Attorney General, John Swallow, here, in studio with us at KSL News Radio. It is 9:29 now.

[Advertisement]

Doug Wright Our Attorney General here in the State of Utah joins me in our KSL studios and John Swallow here to talk about some of the things that have unfolded over the last week or so. Some of the allegations I suppose maybe not so much at the official prosecutorial level but things that have come up in committee meetings and so on. We're talking with him about things that have been deleted. Things that perhaps have been wiped from various computers, things that have been lost in a hard drive crash and so on. One thing that we are chatting about off the air, John, and I never liked the best of the conversation to go off the air when it can go on the air. When it comes to the policy for deleting things every company has them every organization has them you can't have everything forever. What is the policy at the Attorney General's office and what prompted that in one of the articles this was actually from the Deseret News where it was reported only three people including you so that's you and two other people have access to your various accounts. And two of them have already told investigators they

didn't remove anything, any of the "missing" data and it kind of leaves something floating. This is again what Mr. Reich said, that's not a direct quote but that's the spirit of what he said. So again it implies that if things are missing it must have been you. What is the policy in the Attorney General's office at the state level for a highly placed official like yourself on these documents?

John Swallow Well, you know the policy is that we can delete emails that are transitory in nature at any time. There's no retention policy on those types of emails. Certainly significant emails need to be retained for quite a long time. And so one of the difficult things we're going to have as we try to reconstruct what may be missing at the end of the day if we can't find everything and we're hopeful that we'll be able to find as many things as possible as are necessary because GRAMA requests have been filed with our office. Documents have been produced, you know, systemically to reporters and to others over the years and so there's a good chance that anything that might be possibly material would have already been produced in response to a GRAMA request made even a couple of years ago. But we do have the right and to delete an email and I've deleted emails in 2010 and I just barely started the very end of 2009 and 2011 and 2012 and very few since things erupted when I became the Attorney General just because I wanted to make sure that I couldn't be accused of deleting anything that could possibly be material or relevant. I think what's important I think for you to understand and other's to understand is that our office is, maybe I suffer from a little bit of lack of credibility right now and I understand that, but our office has done everything possible to be fully cooperative to preserve documents and understanding that we would be probably looked at some point under a microscope and we wanted to make sure that we could emphatically show that we haven't done anything wrong untoward and that is why, on my own, both with the Federal investigation and with this investigation, I've stepped away. I've said, "Listen you guys are responsible, please be responsible for this. I won't even review the documents that are being produced". Now at some point I may after they're produced but I haven't and I want to make sure that people understand out there that our office has a full integrity. We have very experienced people in our office that are leading our response to this investigation and any intimation by the Legislative Committee or by their counsel that we're not, is something I'm going to stand up vigorously and defend.

Doug Do you recall a point where maybe that first little red flag like uh gee maybe I better start shepherding some this information, maybe I better start making sure that nothing is deleted that could be pertinent because maybe as you mentioned, maybe my office maybe I will be looked at under a microscope. Is there that magic tipping point for you? From the conversations on Capitol Hill, they talk about a should-a-been, should-a-been in 2009, 2010.

John Oh, I think that's ridiculous to, listen, as recently as March of this year this is 6, 8 months ago? I was told by the FBI that I was a witness, not a subject and not a target of the investigation, even though I had called for the investigation. If they didn't consider me a target or subject back in March, this is two months after the story broke, how could I have even assumed back in May when I had that meeting with someone I thought was a friend and he made these crazy and outrageous assertions about what he could say as he said, "Oh we know it wasn't this way, but I could say it this way and the media would grab it and run like crazy with the story and you'd be a pariah and you'd be all over the news station". My goodness, it was, he was prophesying

basically about what he would be doing 6 or 8 months from then. So I didn't believe at the time that I was under investigation and I still today don't believe I was under investigation back then.

Doug So, for you when did that first little red flag go up?

John Well, frankly I think it was probably in December of 2012 when it became pretty clear that the Tribune had been fed information from Jeremy Johnson and they contacted me and said they were going to do a story and the allegations were that I was trying to bribe a US Senator ...

Doug I'm sure...

John I think probably in December of 2012 I think. If not and definitely by January by time the story broke and I don't, I frankly don't think that we deleted a thing essentially since that time.

Doug You've mentioned the Federal investigation and that process and what they asked and demanded of your office and of you. Privately you've told me some things about what that interview was with the Federal Government with the Department of Justice. For our listeners, what was that like for you? How extensive was their investigation of you personally face to face?

John Well, first of all Doug, I really appreciated at the time the opportunity to sit down with investigators and tell them what I knew and to answer their questions truthfully and thoroughly. We spent about four hours together which was quite a long time when you're talking about just a few, you know, topics that we were going over involving Jeremy Johnson and our relationship and Richard Rawle and our relationship and P Solutions and how that all came to be. A little bit about Mark Jensen and my relationship with him. Which all occurred prior to the time I joined the AG's office when I was a private lawyer in private practice. And so, it was a humbling experience but it was a very good experience for me to be able to tell them what I know and answer their questions.

Doug Remember, the last time we chatted here in studio you talked about how serious that was and how to basically have the federal government draw to a conclusion ...

John Right.

Doug ...when you think of what the consequences could have been...

John Right.

Doug I mean, you know, years and years and years in prison that must have been a considerable relief.

John Well, I knew all along my skirts were clean Doug. But, you just don't know if it'll become politicalized or if they'll have witnesses come forward that are willing to fabricate something like it's been done in this case. I didn't know who they were talking to and I didn't know what they would say ---and so I was relieved that they closed the case. I expected them to close the case. I expected not to be charged with crimes. I think I've said that all along. And that's why I'm still here in this office. And people say "why are you sticking around John"? My wife asks me that question almost every day.

Doug Well we just had a text that said “hey, regardless of whether he is guilty of anything or not, would it not be in the best interest of the State of Utah for you to resign at this point?” That’s a text that came in roughly... I’m paraphrasing it, but just a moment ago.

John Well, I can argue both sides of that. On the one hand I’d say, “well, if I stepped down when I haven’t done these things, then what message do I send to the media and to the State and to the people about how, if you don’t like someone politically all you to do is create a story; the press will jump on it and go crazy and wild about and then it’s just a standard of forty-five days on the front page means you have to leave office. And what does that do for my ability to lead and serve, which I was elected to do? And you know what, over 600,000 people in Utah asked me to be their attorney general at the ballot box.” So, courts have called that irreparable harm when it’s someone unlawfully takes an office holder out of office. Well, does the State desire to have the attorney general they elected, that would move the issues and, we’re working on some critical issues for the State. I’m working on an amazing school safety program, Doug, that I think will save a lot of lives here in Utah that we’re getting ready to roll out in a couple of months and I can’t wait to talk to you about that. And then I think about my name and my family and then I talk about the office. So, they are are, they are – My wife it to me, she said “John, this is costing us so much money, I support you 100%, but should we start talking about different things?” And you know and we do talk about those things and one thing she said to me, just the other day and I think this is very interesting, she said “John, the legislature is not gonna appropriate \$3 million dollars to fine an innocent victim”. But, that is one of the realities that we are facing there because, at the end of the day, they’re going to have to justify to the public why they spent this money and that makes me very worried that they’re going to try.

Doug Let’s talk about it. You’ve used the term “politicized” several times in the course of our conversation just today. How political is it? And, to what, ever degree you can, what it is and I’ll use a rather crass term, what knives are being sharpened in the back room right now?

John Well, I want to say this, I served in the legislature for 6 years, Doug. And, I have a lot of respect for every member who’s elected in that legislature, I really do. The problem is, is that, you make decisions that I think are done in good faith when they’re made, and then things happen. You have, the Department of Justice that comes back and clears me. You’ve got, you know the Bar who comes back and says, “We’re not going to move forward because there’s nothing done wrong here.” You have things going my way and they’re already, they’ve already hired counsel and then they’ve got to ask themselves, “Now where do we go? Does the premise upon which we decided to get started continue forward now that these things have happened and for some reason they made the decision that we’ve got to continue forward and the more they get into this, the more they’re going to have to dig, the more they’re going to have to spend in order to justify the very reason they got into this and I want to say, “Look, at some point I hope that you really considered about this and say don’t we now know that John Swallow didn’t do this with Jeremy Johnson? Don’t we now know that John Swallow consulted two attorneys before he filed, made his election disclosures? Whatever they decide to do, don’t we now know that the Bar didn’t find in the macro sense that John had done anything unethical?” We have two county attorneys that are continuing to look and work with the FBI from what I understand. If they’re fair, I feel like I’ll be exonerated there as well. At some point I hope the Legislature will step back and say, “Do we really need to continue down the path?”

Doug When I’ve referred to the donut shop conversation...

John Right.

Doug ... that you and I have had conversations about before and, you know, it's interesting in here, we're talking with some rather interesting characters. Some are behind bars, some are controversial in and of themselves. Some at some point in their careers were portrayed as almost like Mother Theresa's in the State of Utah and then there have been allegations that have drawn some of that into question but back to the donut shop conversation, it went something like this in one place: They can get an indictment on something less than that if they want but they can get an indictment and have an okay case with that. Did you not have any of your emails and you were on this transcript, "I don't keep my emails." Where Jeremy Johnson then said, "Okay good, I wish I didn't keep mine either believe me." And then you on the transcript said, "I've deleted them all after a year." Maybe you can put that into context for us.

John Sure, sure I have a personal practice about every year, year and a half, I go back and basically clean up my email accounts and delete most of my emails.

Doug So this is...

John I've done that...

Doug ...on that personal account.

John That's my personal, this is my personal practice.

Doug When we come back from a brief break, we're going to end up with about five minutes on the program and I like to do this every time, you have been on the air and others have been on the air when we've discussed difficult things. I want you to have the final word on the program. There are a few other questions I'd like to ask about your family, how everybody's fairing there and how the office is indeed functioning because that's another thing that I hear all the time, John, you know, whether they think that you ought to stay or go or whatever. Everybody that I've talked to has been concerned about whether or not the Attorney General's office is operating on all cylinders and you and I've talked about that often so, we'll come back. We've got much more to discuss in a very brief period of time with our Attorney General here in the State of Utah, John Swallow joining us here at KSL News Radio.

[Advertisement]

Doug Wright John Swallow, and chatting mostly about some of the testimony, some of the things that were heard during the hearings up on Utah's Capitol Hill with the house investigative committee. Things specifically from the representation hired by the house Mr. Steve Reich, we've been getting John Swallow's reaction to that. In this final segment that we have, first of all the governor has been fairly careful about things that he has said but recent reports in light of some of the deletions and the transfers and the migrations and hard drive crashes and so on that we have talked about, I know, he, the headline is Herbert says missing AG docs cause for concern he just basically said I hope there is a rational explanation but the magnitude is a cause for concern. Your response here. We've talked a bit about the legislature and they are the ones with this particular committee, from the executive branch of the government your thoughts on how the governor and the executive branches have handled themselves through this.

John Swallow Well I think the Governor has been fine through this. He seemed like he has wanted to withhold judgment which is important. Even the Governor doesn't know any more than we know and so all he can do is take a reaction from what the committee was told by their counsel which I have already told you is not complete. It's temporary, it's early we don't know and that's the problem with them going out and giving a public report at this stage of the investigation. It's incomplete. We're working hard to see what we can find out, see if we can find out a cause for this and then find out what we can recover and we're working cooperatively to get that done.

Doug The effort to recover, to get that done, and time's really short, I'm sorry to ask you this rather complicated question but how extensive is that right now and what is going on?

John Well I can't give you the details because I've removed myself from them but I can assure everyone that the smartest people that we know in our office and outside of our office are trying to get an answer to what is still missing, why it is missing, how much is even missing. Here's the problem, we don't know how many there existed in the first place. what we do know is that we have proof now that what Jeremy Johnson said wasn't true that should help everybody understand that I wasn't trying to hide anything dealing with the Jeremy Johnson thing because I knew what the truth was and the truth was it was a lobbying arrangement it wasn't some kind of attempt to bribe Senator Reid. So there would be no reason for me to, if I had state email, to delete that state email and there certainly wouldn't be a reason for me to do a mass deletion, my goodness, why would I do a mass deletion of emails, and so having recovered almost 4,000 emails from 2010, I'm hopeful that we're pretty solid in terms of what we still have and what we have discovered that maybe used to be missing.

Doug This may be a naive question but is there anything as you search back in your memory as we all do you when we you kind of go wow I wonder is there anything that could be problematic is there anything that you kind of go ... wow.

John Well I've said all along that I haven't done the things they have accused me of maybe I'm hopeful of this, at the end of the investigation they are going to say, "see we told you, he is a jaywalker." Here we are, you know, ten months later the duly elected Attorney General the federal Department of Justice has said we're closing our case, the bar has said, we're closing one of our cases, I've got explanations for what happened on the election filing having consulted with good lawyers and making a fair and reasonable decision about that, Doug, at some point in time we've just got to say you know what, let's let the man serve, let's let the man organize his office and continue the work of the people which is what we are doing even though it's tough on my people ...

Doug I was going to ask you is there a critical mass point for you, for your family, for your personal finances, for the state of Utah, where you might just go, I'm done.

John You know Doug, I want people to know that I'm just committed to this office, I'm committed to finding out what it is that they are concerned with and helping them explore those answers. I know this is hard on my office, I know this is hard on the attorneys in my office and I'm very sorry about that, I've told them that, I know I'm not arrogant about this, I'm very humbled by this whole experience, I want what is best for the state, but sometimes what is best for the state isn't the easiest thing and it hasn't been easy on them. I admire their professionalism, I admire

their support, I love them all and we've got the greatest professionals in the world working for our office.

Doug Can your family and your finances withstand this?

John You know, I don't know. My family is strong, my finances is another issue. We'll see. If this continues on for another year it will be really tough for us.

Doug John, I so appreciate your joining us here at KSL we'll look for an opportunity, we've pretty much burned up this hour, we'll look for an opportunity hopefully before too long to talk about some of the things being accomplished within the Attorney General's office, some of those things as well that we would normally talk with the Attorney General about but I do appreciate you joining us here in the studio, I appreciate your confidence in the program to hopefully get a fair shake and we'll look forward to more conversations. And we wish you and your family the best.

John Thank you Doug. Same to you and your family.

Doug Let's take a break and we'll come back with more of today's Doug Wright show here at KSL news radio.

[END OF TRANSCRIPT]

EXHIBIT 162

Reich, Steven

From: Reich, Steven
Sent: Saturday, December 07, 2013 1:34 PM
To: 'Rodney G. Snow'
Cc: Jennifer A. James; Neil A. Kaplan; jfellows@le.utah.gov
Subject: RE: Documents/AG deposition

I still do not have the hard drive. I am now being told I will have it Monday or Tuesday. When I get it, I will send it to you along with the information required by our stipulation. I understand that you are impatient, but the process with a damaged hard drive takes as long as it takes.

From: Rodney G. Snow [mailto:RGS@ClydeSnow.com]
Sent: Friday, December 06, 2013 6:50 PM
To: Reich, Steven
Cc: Jennifer A. James; Neil A. Kaplan; jfellows@le.utah.gov
Subject: RE: Documents/AG deposition

Steven, Close—yes. Context is always helpful. There may be some disagreement as to exactly what was said with Chris Earl at the time John turned his Macs back to the office. As I understand it, John was in a hurry to get out of town with his family to Disneyland. They were waiting at home for him and anxious to get moving. The Macs did not interface well with Groupwise and he had some trouble interfacing with the office systems. John recalls asking Earl if the computers would be wiped when put back into service at the office. Earl said yes. But John is not certain of the exact conversation. Earl provided John with an HP at that time as it was a Microsoft based system. Prior to turning back the Macs in the summer of 2012, John had realized many 2010 state emails were missing and made an attempt to recover them without success. At that time he had the data on the Macs transferred to an external hard drive. In 2011 John deleted many of his personal e-mails as a matter of course. Like most of us he periodically would clear out personal e-mails. John believes that the down load to the hard drive was transferred to his home computer as the data on the Macs or at least some of that data remains on the home computer. You will recall that we got many of his e-mails from his home computer by accessing his g mail account and the cloud. John tried to maintain up to date files on both his home computer and the office computer so he could work on the files either from the office or at home. The external hard drive was lost in November of 2012 on a flight from Phoenix to SLC. John thinks it fell out of his brief case while in the overhead bin. As you know, John asked Earl to see if he could recover his 2010 e-mails in January of this year. He was anxious to recover them, according to Earl's declaration. Earl recovered over 3000 sent e-mails many of which were part of an e-mail chain. We guess that may be at least half of the 2010 e-mails. Anything incriminating in those e-mails?

As to the "crashed" hard drive—please respond to my questions. We have been patient and you have had more than sufficient time to complete your restoration and down load of that hard drive. We look forward to receiving the documents as agreed.

While I have your eye, if you wish you may examine or sample in our office the privileged documents we have withheld and for which we have provided you a privilege log. We will allow you to do this with the understanding we are not waiving the privilege but may do so if you think it is worthwhile and you are willing to be fair in your use of the privileged material. Many of the documents are PR related. In addition, if you would like to see the contract this firm has with the PR person in DC we have used from time to time in the Swallow matter, you also welcome to examine it.

Your staff posed some questions a while back regarding the former AG's personal cell phone. As we understand it, John's personal cell phone was freezing up in the fall of 2012 so he obtained a refurbished phone from Verizon and

mailed his failing phone back to Verizon. We believe the phone John is using today is the refurbished phone. This phone has been his personal phone and his State phone has been returned to the AG's office.

Finally, thus far, we have produced about 5000 pages of documents in response to the House Subpoena and over 2300 pages to the Lt. Governor. This does not include the privilege documents or thousands of pages of other documents reviewed which were not responsive. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Thursday, December 05, 2013 9:40 AM
To: Rodney G. Snow
Cc: Jennifer A. James; Neil A. Kaplan
Subject: RE: Documents/AG deposition

Rod, are you telling us that prior to having Chris Earl wipe the drives for his office desktop and laptops computers in the summer of 2012, your client copied the data from those devices to an external hard drive, kept possession of that external hard drive but subsequently lost it in November 2012?

Further, are you saying that he believes that prior to losing the external hard drive, he copied all of the data on it to his home computer?

From: Rodney G. Snow [<mailto:RGS@ClydeSnow.com>]
Sent: Wednesday, December 04, 2013 8:32 PM
To: Reich, Steven
Cc: Jennifer A. James; Neil A. Kaplan
Subject: RE: Documents/AG deposition

Steven, when you know when you will be here, please let me know so we can get together for a few minutes.

I need to clarify the below statement. The external hard drive to which the data on the work computers was transferred in the summer of 2012 by John, was lost by John on a Delta flight in November of 2012. John immediately filed a claim with Delta but was not able to locate that hard drive. We have a copy of the claim he filed. (I had a similar experience with Delta in

Chicago about a year ago with some documents and I filed the claim before I left the airport. Never located.) John believes he saved that data to his home I Mac before he lost this hard drive. When the home computer was crashing, (the I Mac) Earl attempted to transfer data from that hard drive to another external hard drive. John located this external hard a few weeks ago and Jennifer reviewed that hard drive and had it mirrored. She failed to find anything responsive to the subpoena on that external hard drive—as below described. You have the hard drive from John's home computer that was crashing in January of 2013 and apparently you will be able to retrieve most of the data from that hard drive. So we are clear, I am not certain what data made it from the crashing hard drive to the external hard drive.

When will we get the documents you have been able to retrieve from this hard drive and have your people been able to determine the cause of the failure of the hard drive. We are hopeful your efforts regarding this hard drive are now completed. We will appreciate a copy of the report you receive from the company doing this work for you. Thank you.

From: Reich, Steven [<mailto:sreich@akingump.com>]
Sent: Wednesday, November 27, 2013 6:13 PM
To: Rodney G. Snow

Cc: Jennifer A. James

Subject: Re: Documents/AG deposition

I will be there in December. I just don't know exactly when, yet.

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
1 Bryant Park
Bank of America Tower
New York, New York 10036
(212) 872-1012
sreich@akingump.com<<mailto:sreich@akingump.com>>

Sent from my iPhone

On Nov 27, 2013, at 4:00 PM, "Rodney G. Snow" <RGS@ClydeSnow.com<<mailto:RGS@ClydeSnow.com>>>> wrote:

Steve, thank you for your e mail. When we spoke initially, I did not know the extent of the problem. And I am still not sure whether it is a minimal or significant problem. I am in Portland. My memory is this. We have an external hard drive and have reviewed the data on it. There was nothing responsive to the subpoena on this drive, according to Jennifer.

Home pics, some movies and a few AG files that were non responsive. But Jennifer has been running all this to ground and has of course been distracted with the production of docs to the Committee. I will meet with her next week and get back to you. Yes, we should talk-- it is over due. You are not seeing a trip out before year end? Maybe I will come to NYC.

Sent from my iPhone

On Nov 27, 2013, at 10:51 AM, "Reich, Steven" <sreich@akingump.com<<mailto:sreich@akingump.com>>>> wrote:

Thanks for the email and for the production yesterday. We'll work our way through what you sent.

I don't yet know when I'll be out there. I am happy to talk in person when I am or by phone before then. In my view, a real, meaningful conversation between the two of us is long overdue.

On the hard drive from the personal computer, here's the status. Kroll/Ontrack was able to get it working. Since they did, a process has been underway to extract the data on the drive. That process has been very, very slow due to the damage and is still underway. I had hoped the data extraction effort would be completed this week but it doesn't look like it will. I am advised that when it is completed -- hopefully soon -- it likely will succeed in recovering close to 100% of the data on the drive. Whenever that process concludes, we will provide the data back to you for review as we agreed.

I will add that, when we undertook this data recovery process, I did not realize that we were restoring a hard drive that, we now understand, has only been in that computer since July 2012 when it was swapped in for the

drive that previously had been in that device. We do not know where the drive that previously had been in the computer is, and it would help if you would tell us. Likewise, can you tell us where the external hard drive is that your client brought to Chris Earl in January 2013 when the home computer crashed and Chris Earl copied data from the crashed drive to the external hard drive that he was provided?

Honestly, Rod, I don't understand why you didn't front the full range of the data issues with us? It would have been much better if you had identified the issues and provided explanations rather than leave us to find the issues for ourselves and draw conclusions from silence.

Steven F. Reich
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
Bank of America Building
New York, New York 100036
(212) 872-1012
sreich@akingump.com<<mailto:sreich@akingump.com>><<mailto:sreich@akingump.com>>

Please excuse typos. This message sent from my iPad.

On Nov 26, 2013, at 3:49 PM, "Rodney G. Snow"
<RGS@ClydeSnow.com<<mailto:RGS@ClydeSnow.com>><<mailto:RGS@ClydeSnow.com>>> wrote:

Steve, I am out of the office but Walt Romney should get you the depo transcripts, per our agreement. Will you be in SL in the next week or so? Time we sat down and talked. And, are you done with the hard drive? We want to know where you

Sent from my iPhone

On Nov 25, 2013, at 12:31 PM, "Reich, Steven"
<sreich@akingump.com<<mailto:sreich@akingump.com>><<mailto:sreich@akingump.com>>> wrote:

Rod, I appreciate your willingness to provide the invoices and day planners without restriction. We look forward to receiving those today.

On the deposition transcript, we agree for now to limit distribution of the transcript to the Akin Gump and Mintz teams, the Committee and Committee staff. This is without prejudice to the Committee's right to continue to pursue its claim in the LG's proceeding or otherwise that it should have access to the transcript and exhibits without restriction (except as the Committee may agree with you), and your right to assert otherwise. Simply put, the Committee will not assert that the production of the transcript to it under the conditions referenced herein is a waiver of any of your or the Committee's rights.

Good?

From: Rodney G. Snow [<mailto:RGS@ClydeSnow.com>]
Sent: Monday, November 25, 2013 2:47 PM
To: Reich, Steven
Cc: Walter A. Romney, Jr.; Melissa Feil; Jennifer A. James
Subject: Documents/AG deposition

Steven, we should be able to send you the documents you requested sometime this afternoon. We are waiting on Orange to remove the confidential designations. I have reviewed Chairman Dunnigan's request for John's deposition. When counsel to the Lt Governor asked if he could release the deposition we told him no as the AG was reviewing the transcripts and making changes he felt were necessary on the errata sheet. That process is now complete and I should have the signature of the AG on the deposition sometime today, as I understand it. Once I have that in hand we are willing to provide you a copy of the transcript. The exhibits are another issue. The AG is out of town on a long planned family vacation with his wife's family. I am leaving tomorrow for the NW to be with two daughters and their families for the thanksgiving holiday and will be back on Monday. We can probably resolve the exhibit issues with some redactions but will need to walk through that with Mr. Swallow. I am still undecided if we can provide you the deposition before the exhibit issues are resolved. If you will keep the deposition transcript confidential for your use and the committee's use only, for now, that will help us. Thank you.

Rodney G. Snow

ClydeSnow

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EXHIBIT 163

December 2009

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
December 2009						
January 2010						
3	4	5	6	7	8	9
				☉ (8:00 AM - 8:30 AM) John fellows, Legislative research ☉ (12:00 PM - 1:00 PM) Random Drug Testing Meeting		
10	11	12	13	14	15	16
	☉ (8:00 AM - 9:00 AM) DNR Meeting with Mike Styler and division attorneys with Norm Johnson	☉ (12:00 PM - 1:00 PM) Days of 47 Board Mtg				
17	18	19	20	21	22	23
		☉ (2:00 PM - 5:00 PM) Utah Taxpayers Association legislative briefing ☉ (5:30 PM - 6:30 PM) Meeting with Wayne Niederhauser		☉ (9:00 AM - 10:00 AM) Education Meeting		

January 2010

S	M	T	W	T	F	S
31				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
January 2010						
24	25	26 Ⓞ (7:00 AM - 8:00 AM) Legislative Breakfast	27	28	29	30
31	1	2	3	4	5	6
February 2010						
7	8	9 Ⓞ (12:00 PM - 12:00 PM) Days of 47 board meeting	10	11	12	13
14	15	16	17	18	19	20

February 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

April 2010

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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February 2010						
21	22	23	24	25	26	27

28	1	2	3	4	5	6
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March 2010						
7	8	9	10	11	12	13

14	15	16	17	18	19	20
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March 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 2010

S	M	T	W	T	F	S
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
March 2010						
21	22	23	24	25	26	27
28	29 Ⓞ (1:00 PM - 2:00 PM) Mitch Jensen and Joe Steele re McKesson/First Databank mediation	30	31	1	2	3

April 2010						
4	5	6	7	8	9	10
11	12	13 Ⓞ (1:30 PM - 3:30 PM) TIME OF MEETING CHANGED TO 1:30 FOR UPDATING PROCUREMENT CODE	14	15	16	17

April 2010

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 2010

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
April 2010						
18	19	20	21	22	23	24
25	26	27	28	29	30	1
May 2010						
2	3	4	5	6	7	8
9	10	11	12	13	14	15
	☺ (3:00 PM - 4:00 PM) KSL GRAMA Request Release Discussion - Employee Compensation					

June 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
8	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

August 2010

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June 2010						
13	14	15	16	17	18	19
20	21	22	23	24 ⊙ (12:00 AM - 12:00 AM) Lake Powell	25 ⊙ (12:00 AM - 12:00 AM) Lake Powell	26 ⊙ (12:00 AM - 12:00 AM) Lake Powell
27 ⊙ (12:00 AM - 12:00 AM) Lake Powell	28 ⊙ (12:00 AM - 12:00 AM) Lake Powell	29 ⊙ (12:00 AM - 12:00 AM) Lake Powell	30	1	2	3
July 2010						
4	5	6	7	8	9	10

July 2010

S	M	T	W	T	F	S
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
July 2010						
11	12	13	14 Ⓢ (2:30 PM - 4:00 PM) MEETING TO DISCUSS RE-WRITE OF PROCUREMENT CODE	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
August 2010						
1	2	3	4	5	6	7

September 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 2010

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
September 2010						
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29 Ⓞ (10:00 AM - 12:00 PM) UPAC MEETING	30	1	2

October 2010

S	M	T	W	T	F	S
31				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2010

S	M	T	W	T	F	S
				1	2	3
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
October 2010						
3	4	5	6	7 Ⓞ (2:00 PM - 3:00 PM) Election Complaint	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January 2011

S	M	T	W	T	F	S
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
December 2010						
26	27	28	29	30	31	1
January 2011						
2	3	4	5	6 Ⓞ (1:00 PM - 2:00 PM) 2011 legislation discussion	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22

February 2011

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

April 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
January 2011						
23	24	25	26	27	28	29
30	31	1	2	3 Ⓞ (10:00 AM - 11:00 AM) Meeting - Response to Florida ruling on Federal Health Reform Law	4	5
February 2011						
6	7	8	9	10	11	12
13	14	15	16	17	18	19

March 2011

S	M	T	W	T	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
February 2011						
20	21	22 Ⓞ (11:10 AM - 12:10 PM) New Initial Appearance Procedures	23	24	25	26
27	28	1 Ⓞ (12:00 PM - 1:00 PM) Senate bill 261-- Wrongful Foreclosure Act	2	3	4	5
March 2011						
6	7	8	9	10	11	12
13	14	15	16	17	18	19

May 2011

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 2011

S	M	T	W	T	F	S
31						2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
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April 2011						
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2011						
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1	2	3	4 Ⓞ (12:00 PM - 1:30 PM) Speak at GOP Elephant Club Luncheon	5	6	7
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8	9	10	11	12	13	14
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June 2011

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

August 2011

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
May 2011						
15	16	17	18 © (12:00 PM - 1:00 PM) GHG Endangerment Finding Brief Update	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
June 2011						
5	6	7	8	9	10	11

July 2011

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
June 2011						
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29 ⊗ (11:00 AM - 12:00 PM) ReconTrust	30	1	2

July 2011						
3	4	5	6	7	8	9

September 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

November 2011

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
August 2011						
7	8	9	10	11	12	13
14	15	16	17	18 Ⓞ (12:00 PM - 3:00 PM) AG/RISK MANAGEMENT BBQ	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3

October 2011

S	M	T	W	T	F	S
30	31					1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

December 2011

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			September 2011			
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Ⓞ (11:00 AM - 3:00 PM) Uintah Basin Issues	27	28	29	30	1

