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

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SECURITIES AND EXCHANGE  
COMMISSION

Plaintiff,

vs.

ALAMIN, INC., GEORGE L. VAUGHN,  
FINANCIAL RESOURCES, and  
CURT ARVIDSON

Defendants.

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: Case No.  
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: **2-99CV576J**  
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: **COMPLAINT**  
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Plaintiff Securities and Exchange Commission ("Commission")  
for its Complaint against Alamin, Inc., George L. Vaughn,  
Financial Resources and Curt Arvidson (collectively, the  
"defendants"), alleges as follows:

**INTRODUCTION**

1. This case involves the fraudulent solicitation of investment contract securities to municipalities in several states. The defendants are soliciting municipalities to purchase interests in fictitious prime bank "top 25 S&P/Moody's rated Mid-term European Bank notes", purporting to invest money in the

trading of bank securities, debentures and letters of credit. These programs are completely bogus, the "prime bank instruments" offered by the defendants simply do not exist. The defendants claim that this investment program is authorized by the International Monetary Fund (the "IMF"). This type of "prime bank" program is designed generally, and was designed by the defendants in this instance, for fraudulent purposes. The defendants have engaged in a fraud upon investors, because they either knew, or were reckless in not knowing, that these "prime bank instruments" do not exist, that the promised rates of return could never be earned or paid, and that the IMF did not authorize this program and does not endorse prime bank investment schemes. Further, the defendants' promises that the funds of the municipalities would be protected from risk was false---the very nature of the scheme required that municipal funds be put at risk.

2. Beginning in at least January 1999, George L. Vaughn ("Vaughn"), and Curt Arvidson ("Arvidson"), by and through entities known as Alamin, Inc. and Financial Resources have been soliciting municipalities, many of them located in rural areas, to invest in a fraudulent investment scheme.

3. Defendants, directly and indirectly, are now and have been engaged in, and unless restrained and enjoined by this Court

will continue to engage in, transactions, acts, practices, and courses of business that violate Sections 5(c) and 17(a) of the Securities Act of 1933 [15 U.S.C. §§ 77e(c) and 17q(a)] (the "Securities Act").

4. The Commission brings this action pursuant to the authority conferred upon it by Section 20(b) of the Securities Act [15 U.S.C. § 77t(b)] for an order permanently restraining and enjoining Defendants and granting other equitable relief.

5. Defendants' violations described herein involved fraud, deceit and deliberate or reckless disregard of regulatory requirements, and such violations directly or indirectly created a significant risk of substantial losses to other persons.

#### **JURISDICTION AND VENUE**

6. This Court has jurisdiction over this action pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77u(a)]. Venue lies in this Court pursuant to Section 22(a) of the Securities Act.

7. In connection with the transactions, acts, practices, and courses of business described in this Complaint, each of the defendants, directly and indirectly, has made use of the means or instrumentalities of interstate commerce, of the mails, or of the

means and instruments of transportation or communication in interstate commerce.

8. Certain of the transactions, acts, practices, and courses of business constituting the violations of law alleged herein occurred within this judicial district, including, but not limited to, soliciting customers to purchase securities by virtue of the means and instruments of transportation or communication in interstate commerce. These solicitations have occurred through the United States mails, the telephone and in person in this jurisdiction.

#### **DEFENDANTS**

9. **Alamin, Inc.**, was organized as a Nevada corporation in January of 1986, but had its charter defaulted by the State of Nevada on February 1, 1999. Alamin is headquartered in Los Angeles, California. Vaughn is using Alamin as the entity through which he and others are soliciting investments. Alamin claims to be an accredited merchant banking firm. In October 1995, the Office of the Controller of the Currency issued an alert regarding First Southern Banking Corporation ("FSBC"), which is owned by Alamin and located at the same address. The alert stated that FSBC may be operating a banking business in the United States without authorization and that the California Banking Department has not authorized FSBC to do business in California.

10. **Financial Resources**, located in Huntington Beach, California, claims to be the communication link between the local governments and Alamin.

11. **Curt Edwin Arvidson**, resides in Huntington Beach, California and is affiliated with Financial Resources.

12. **Gregory L. Vaughn** holds himself out as the senior managing director of Alamin and claims to have a law degree from Washington University in St. Louis. Vaughn was admitted to practice law in California on June 16, 1955, but, upon information and belief, has been disbarred.

#### THE NATURE OF THE FRAUDULENT OFFERING

13. The defendants have been offering securities in the form of investment contracts to the general public, specifically targeting municipalities. The defendants have offered, and are continuing to offer these securities through the use of the telephone, the mails, the Internet, and other means and instruments of interstate commerce.

14. Each investment contract offered by the defendants constitutes a "security" pursuant to Section 2(1) of the Securities Act [15 U.S.C. §77b(1)]. The money provided to the defendants is consideration for a contract, transaction or scheme whereby the investors make an investment of money in a common

enterprise offered, sold and/or promoted by the defendants with the expectation of profits through the efforts of others.

15. From at least January of 1999, the defendants have been marketing a "Funding Program" in which investors would invest funds with the defendants. These funds were to be invested by the defendants and others in "top 25 S&P/Moody's rated Mid-term European Bank notes" through a "High Yield Investment Program" and a "trust" established at a major bank, sometimes identified as the Bank of New York.

16. Funds in the trust would be placed with a "trading bank" for investment in a High Yield Investment Program" or "High Yield Bank Debenture Program" and the profits from the trading disbursed to municipalities to cover the cost of certain capital projects identified by the municipality.

17. Municipalities have been falsely told, orally and through written offering documents that their investments with the defendants in these discounted bank instruments are risk-free.

18. Municipalities have been falsely told, orally and through written offering documents, that the program is sponsored by the International Monetary Fund and the World Bank.

19. Investors have been told, orally and through written offering documents that they will receive large returns. In order to induce municipalities to invest, the defendants request a list

of capital projects, the cost of which is to be covered by profits from the trading program.

20. The defendants told the investors to execute an agreement "Creating Express Trust and Appointment of Trusteeship" (the "Agreement"). This agreement appoints Alamin, Inc. as the trustee over an trust established by the municipality.

21. In fact, no investment program actually exists, and there is no evidence that the funds could be invested in any bank instrument as represented to investors.

22. Fraudulent schemes that purport to offer investments in fictitious securities and financial instruments, sometimes referred to as "prime bank instruments," that are allegedly sold by the world's leading banks or "prime banks" have proliferated during the past eight years. Such prime bank investment schemes are fraudulent and such prime bank instruments do not exist.

23. The proliferation of such schemes, referred to generally as "prime bank schemes" has led the Office of the Comptroller to issue at least 10 advisory alerts since October 1993.

24. Notwithstanding warnings by governmental agencies and numerous news reports covering such schemes, they remain a significant threat to the investing public.

25. The defendants, since January, 1999 have made offers or solicitations to participate in prime bank schemes to at least 23 local governments located in Utah, Idaho, Washington, Oklahoma, Ohio, North Dakota, South Carolina and California. The local governments solicited include Oceanside, California; South Ogden, Utah; Pocatello, Idaho; Idaho Falls, Idaho; Grand Forks, North Dakota; Moore, Oklahoma; Del City, Oklahoma; Malibu, California; Corvallis, Oregon; Dalles, Oregon; Bremerton, Washington; Sidney, Ohio; Farmington, Utah; Clinton, Utah; St. George, Utah; Juab County, Utah; Sevier County, Utah; Weber County, Utah; Huntsville, Utah; Davis County, Utah; Ogden, Utah; and Twin Falls, Idaho.

**THE OFFER TO OCEANSIDE, CALIFORNIA**

26. In or about February, 1999, agents of the defendants approached the Mayor of the City of Oceanside, California, soliciting the Mayor to place a portion of the city's investment portfolio into a trust.

27. At a meeting held in late February, 1999, the defendants' agents informed Oceanside city officials that the proceeds from the trust would be used to secure a letter of credit issued by one of the world's "seven largest banks." This letter of credit would be used to buy and sell securities in the form of international bank debentures.



28. The defendants' agents told Oceanside city officials that the funds created by the purchase and sale of the bank debentures would be used by the International Monetary Fund to fund projects in third world countries.

29. The Oceanside city officials were told that the information and the international bank debenture program were highly confidential and could not be discussed with any other person.

30. The defendants' agents told the Oceanside city officials that the city could expect to obtain returns of 130 percent per month.

31. In early March, 1999, George Vaughn, representing Alamin, Inc. and other agents of the defendants met with officials of the City of Oceanside.

32. At the March 1999, meeting, the defendants and their agents told the City of Oceanside officials that the proposed investment plan called for the City of Oceanside to pledge \$100 million dollars to a "High Yield Bank Debenture Trading Program" being offered by the Alamin.

33. On March 4, 1999, the City of Oceanside sent a letter to Eric Foss, an agent of the defendants, in which it evidenced an intent to participate in the High Yield Bank Debenture Trading Programs, "as approved by the I.M.F. and World Bank." This letter

was prepared on City of Oceanside letterhead from an exemplar supplied by Alamin, Inc.

34. The letter indicates that the City of Oceanside would be willing to commit \$100 million dollars to the prime bank scheme.

35. On or about March 1999, the City of Oceanside received an "Appointment of Trusteeship and Attorney in Fact" (the "Appointment") from Alamin, with instructions to prepare it on City of Oceanside stationary. The City of Oceanside prepared the Appointment, although the document was never executed by the City of Oceanside.

36. The Appointment provides that Alamin, Inc., by Dr. George L. Vaughn, its Senior Managing Director, will be appointed as a Trustee and Attorney in Fact to make "all financial arrangements involved in the matter of the purchase and sale of mid-term Top 25 Western European Bank Notes and/or Debentures and/or the private placement of funds in high yield investment programs against top 25 Western European Bank guarantees."

37. The Appointment further provides that the funds placed in trust by the City of Oceanside are "transferable at the discretion of the appointed trustee and attorney in fact" upon the fulfillment of certain conditions.

38. The Appointment further provides that the trustee and the attorney in fact has the authority to "sign and mobilize the funds or documents under the bank account or lawyers' trust account established by the appointee."

39. The Appointment further provides that the trustee and the attorney in fact has the authority to distribute the funds "arising from the transaction."

40. After consultation with the City Attorney for the City of Oceanside, city officials determined that they would not participate in the prime bank program offered by the defendants.

#### **THE OFFER TO SOUTH OGDEN CITY, UTAH**

41. In or about May, 1999, the Mayor of the City of South Ogden, Utah was approached by an agent of Funding Resources regarding a program for municipalities similar to a grant program.

42. The Funding Resources agent informed the mayor of the City of South Ogden that the program would involve the placement of funds or securities by South Ogden in trust, and the proceeds would fund specified capital programs in South Ogden.

43. The Funding Resources agent also requested that the mayor of South Ogden prepare a list of capital expenditures that it would like to see funded by the proceeds of the Funding Resources investment program.

44. The Funding Resources agent told the mayor of South Ogden that the funds would come from the IMF and that the program had been authorized by the IMF.

45. The Funding Resources agent told the mayor of South Ogden that four cities in California had participated in the program.

46. Using the exemplar provided by Funding Resources, the mayor of South Ogden prepared a letter of intent and a list of projected funding projects. The total amount the City of South Ogden requested was approximately \$54,700,000.

47. On or about July 1, 1999, Arvidson sent the City of South Ogden a letter indicating that Financial Resources had "approved" the City of South Ogden for \$54,700,000. The July 1, 1999, letter sets forth the conditions upon which South Ogden is to receive the funds from Financial Resources.

48. The July 1, 1999, letter indicates that South Ogden is to establish a trust, appointing Alamin as the trustee. Exemplars of the trust documents were attached to the July 1, 1999 letter.

49. The July 1, 1999, letter instructs South Ogden to prepare the exemplar documents and to return them to Alamin within 14 days.

50. Attached to the July 1, 1999 letter is a Exhibit "A", prepared by Alamin and putatively signed by George L. Vaughn. The

Exhibit "A", captioned "Alamin, Inc.'s U.S. Treasury Bond Repo HYIP Program explained that Alamin, Inc. had at its disposal a portfolio of United States Treasury Bills, Notes and Bonds. Through a series of assignments, Alamin claimed that it could trade, using these securities as collateral.

51. The attachment also claims that Alamin is presently conducting this same transaction with four California cities.

52. On or about June 10, 1999, the South Ogden Mayor spoke with Arvidson and Vaughn by telephone. In that conversation, Arvidson and Vaughn explained that South Ogden would be required to commit a portion of its investment portfolio to an account in the Bank of New York.

53. Alamin would be the trustee of the account established by the City of South Ogden and its duties would include "the execution of investment contracts and agreements in our name and on our behalf respecting the above referenced purchase and sale of bank debentures and the making of/or entering into HYIP contracts."

54. Under the trust agreement, Alamin, acting through Vaughn, would be authorized to "sign and mobilize the funds or documents under the account or lawyers' trust escrow account established by the appointee for the purpose of completing the transaction." Alamin would also be authorized to "distribute any

and all funds arising from the transactions to all parties who may be legally entitled thereto".

55. The Bank of New York account would be used as collateral by Alamin for a letter of credit issued by one of the "seven largest banks in the world."

56. Arvidson and Vaughn further explained that the letter of credit would be traded on a secondary market and would generate a return of 130 percent per month.

57. Arvidson and Vaughn explained to the mayor of South Ogden that the IMF uses the proceeds from this type of trading to fund programs in third world countries. A portion of the returns, however, would flow back to the municipality, being transferred from the IMF to Alamin, then to Financial Resources and then to South Ogden.

58. Arvidson informed the mayor that four California cities and a city in Germany had participated in the program but he refused to tell me the name of the participating municipalities.

59. After consulting with other members of his staff and the South Ogden City Attorney, the mayor of South Ogden declined to participate in the program offered by the defendants.

THE OFFER TO POCATELLO, IDAHO

60. On or about June 4, 1999, the mayor of the City of Pocatello, Idaho was approached by an agent of Funding Resources regarding a program for municipalities similar to a grant program.

61. The sales pitch made by the Funding Resources agent was remarkably similar to the solicitation made to the mayor of South Ogden, Utah.

62. The Funding Resources agent informed the mayor of the City of Pocatello that the program would involve the placement of funds or securities by Pocatello in trust, and the proceeds would fund specified capital programs in Pocatello.

63. The Funding Resources agent also requested that the Mayor of Pocatello prepare a list of capital expenditures that he would like to see funded by the proceeds of the Funding Resources investment program.

64. The Funding Resources agent told the Mayor of Pocatello that the program had been authorized by the IMF.

65. The Funding Resources agent told the Mayor of Pocatello that four cities in California had participated in the program.

66. Using the exemplar provided by Funding Resources, the Mayor of Pocatello prepared a letter of intent and a list of

projected funding projects. The total amount Pocatello requested was approximately \$11,200,000.

67. On or about July 2, 1999, Arvidson sent by telecopy to the City of Pocatello a letter indicating that Financial Resources had "approved" the City of Pocatello for \$11,200,000. The July 2, 1999, letter sets forth the conditions upon which Pocatello is to receive the funds from Financial Resources.

68. The July 2, 1999, letter indicates that Pocatello is to establish a trust, appointing Alamin as the trustee. Exemplars of the trust documents were attached to the July 2, 1999 letter.

69. The July 2, 1999, letter instructs Pocatello to prepare the exemplar documents and to return them to Alamin within 14 days.

70. Attached to the July 2, 1999 letter is an Exhibit "A", prepared by Alamin and putatively signed by George L. Vaughn. The Exhibit "A", captioned "Alamin, Inc.'s U.S. Treasury Bond Repo HYIP Program" explained that Alamin, Inc. had at its disposal a portfolio of United States Treasury Bills, Notes and Bonds. Through a series of assignments, Alamin claimed that it could trade, using these securities as collateral.

71. The attachment also claims that Alamin is presently conducting this same transaction with four California cities.



72. The mayor of Pocatello learned that the city would be required to commit a portion of its investment portfolio to an account at the Bank of New York.

73. Alamin would be the trustee of the account established by Pocatello and its duties would include "the execution of investment contracts and agreements in our name and on our behalf respecting the above referenced purchase and sale of bank debentures and the making of/or entering into HYIP contracts."

74. Under the trust agreement, Alamin, acting through Vaughn, would be authorized to "sign and mobilize the funds or documents under the account or lawyers' trust escrow account established by the appointee for the purpose of completing the transaction." Alamin would also be authorized to "distribute any and all funds arising from the transactions to all parties who may be legally entitled thereto.

75. The Bank of New York account would be used as collateral by Alamin for a letter of credit issued by one of the "seven largest banks in the world."

76. After consulting with other members of his staff and the Pocatello City Attorney, the mayor of Pocatello declined to participate in the program offered by the defendants.

**THE OFFER TO IDAHO FALLS, IDAHO**

77. In or around June, 1999, an agent of Financial Resources contacted the City of Idaho Falls, Idaho, regarding possible funding for capital improvements.

78. The Funding Resources agent informed Idaho Falls city personnel that the program would involve the placement of funds or securities by Idaho Falls in trust, and the proceeds would fund specified capital programs in Idaho Falls.

79. The Funding Resources agent also requested that the Idaho Falls personnel prepare a list of capital expenditures that it would like to see funded by the proceeds of the Funding Resources investment program.

80. The Funding Resources agent stated that four cities in California had participated in the program.

81. Using the exemplar provided by Funding Resources, Idaho Falls personnel prepared a letter of intent and a list of projected funding projects. The total amount the Idaho Falls requested was approximately \$19,000,000.

82. On or about July 2, 1999, Arvidson sent the City of Idaho Falls a letter indicating that Financial Resources had "approved" the City of Idaho Falls for \$19,000,000. The July 2,

1999, letter sets forth the conditions upon which Idaho Falls is to receive the funds from Financial Resources.

83. The July 2, 1999, letter, which is virtually identical to the letters sent to other municipalities, indicates that Idaho Falls is to establish a trust, appointing Alamin as the trustee. Exemplars of the trust documents were attached to the July 2, 1999 letter.

84. As with other municipalities, the July 2, 1999, letter instructs Idaho Falls to prepare the exemplar documents and to return them to Alamin within 14 days.

85. Attached to the July 1, 1999 letter is a Exhibit "A", prepared by Alamin and putatively signed by George L. Vaughn. The Exhibit "A", captioned "Alamin, Inc.'s U.S. Treasury Bond Repo HYIP Program explained that Alamin, Inc. had at its disposal a portfolio of United States Treasury Bills, Notes and Bonds. Through a series of assignments, Alamin claimed that it could trade, using these securities as collateral.

86. The attachment also claims that Alamin is presently conducting this same transaction with four California cities.

87. Alamin would be the trustee of the account established by Idaho Falls and Alamin's duties would include "the execution of investment contracts and agreements in our name and on our behalf

respecting the above referenced purchase and sale of bank debentures and the making of/or entering into HYIP contracts."

88. Under the trust agreement, Alamin, acting through Vaughn, would be authorized to "sign and mobilize the finds or documents under the account or lawyers' trust escrow account established by the appointee for the purpose of completing the transaction." Alamin would also be authorized to "distribute any and all funds arising from the transactions to all parties who may be legally entitled thereto."

89. The Municipal Services Director of Idaho Falls became suspicious of the program and contacted the City Attorney, the Idaho Attorney General's Office and the Association of Idaho Cities, and decided not to participate in the program offered by the defendants.

**MISREPRESENTATIONS AND OMISSIONS MADE TO POTENTIAL INVESTORS**

90. As part of and in furtherance of their fraudulent scheme, the defendants and their agents, in the offer and sale of the securities, have misrepresented and omitted to state the following material facts:

a. misrepresented that investors' money would be invested in the "top 25 S&P/Moody's rated Mid-term European Bank notes" or to purchase prime bank instruments;

b. misrepresented the rate of return that investors could reasonably expect to receive from their investments;

c. misrepresented that the investment in the program was sponsored or authorized by the International Monetary Fund or the World Bank; and

d. misrepresented that there would be no risk to the municipalities that invested in the scheme.

**FIRST CAUSE OF ACTION**

**(Violations of Securities Act Section 17(a) (1))**

91. Plaintiff repeats and realleges Paragraphs 1 through 90 above.

92. Defendants, with scienter, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce, or by the use of the mails, directly or indirectly employed devices, schemes or artifices to defraud in violation of Section 17(a)(1) of the Securities Act [15 U.S.C. § 77q(a)].

93. By reason of the foregoing, Defendants violated Section 17(a)(1) of the Securities Act and unless restrained and enjoined will continue to do so.

**SECOND CAUSE OF ACTION**

**(Violations of Securities Act Section 17(a) (3))**

94. Plaintiff repeats and realleges Paragraphs 1 through 90 above.

95. Defendants, in the offer or sale of securities, by the use of means or instruments of transportation or communication in interstate commerce, or by the use of the mails, directly or indirectly, engaged in transactions, practices or courses of business which operated or would operate as a fraud or deceit upon purchasers of securities in violation of Section 17(a) (3) of the Securities Act [15 U.S.C. § 77q(a) (3)].

96. By reason of the foregoing, Defendants violated Sections 17(a) (3) of the Securities Act and unless restrained and enjoined will continue to do so.

**THIRD CAUSE OF ACTION**

**Violations of Section 5(c) of the Securities Act**

97. The allegations contained in paragraphs 1 through 90 are realleged and incorporated by reference.

98. Defendants, and each of them, by engaging in the conduct described in paragraphs 1 through 90 above, directly or indirectly, through use of the means or instruments of transportation or communication in interstate commerce or the

mails, offered to sell securities in the form of investment contracts or, directly or indirectly, or carried such securities to be carried through the mails or in interstate commerce, for the purpose of sale or delivery after sale.

99. No registration statement has been filed with the Commission or has been in effect with respect to these securities.

100. By reason of the foregoing, the defendants, directly or indirectly violated, and unless enjoined will continue to violate Section 5(c) of the Securities Act [15 U.S.C. §§ 77e(c)].

**PRAYER FOR RELIEF**

WHEREFORE, The Commission respectfully requests that the Court:

I.

Issue findings of fact and conclusions of law that the defendants committed the violations charged and alleged herein.

II.

Issue in a form consistent with Rule 65(d) of the Federal Rules of Civil Procedure, orders temporarily restraining and preliminarily and permanently enjoining defendants Alamin, Inc., Financial Resources, George Louis Vaughn and Curt Edwin Arvidson, and their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of the order by personal service or

otherwise, and each of them, from engaging in the transactions, acts, practices and courses of business described herein, and from engaging in conduct of similar purport and object in violation of Sections 5(c) and 17(a) of the Securities Act.

### III.

Issue in a form consistent with Rule 65(e) of the Federal Rules of Civil Procedure, orders temporarily restraining and preliminarily and permanently enjoining defendants Alamin, Inc., Financial Resources, George Louis Vaughn and Curt Edwin Arvidson, and their officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of them, who receive actual notice of the orders by personal service or otherwise, and each of them, from destroying, mutilating, concealing, transferring, altering, or otherwise disposing of, in any manner, any books, records, computer programs, computer files, computer printouts, correspondence, memoranda, brochures, or any other documents of any kind, pertaining in any manner to the business of Alamin, Inc., Financial Resources, George Louis Vaughn and Curt Edwin Arvidson, including, without limitation, the sale of securities;

### IV.

Enter an Order directing defendants Alamin, Inc., Financial Resources, George Louis Vaughn and Curt Edwin Arvidson to pay



civil fines and/or penalties under the Securities Enforcement Remedies and Penny Stock Reform Act of 1990.


V.

Grant such other and further relief as this Court may determine to be just, equitable and necessary, including, but not limited to the acceleration of discovery, including the forthwith production or books and records.

VI.

Retain jurisdiction of this action in accordance with the principles of equity and the Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and decrees that may be entered, or to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

Dated this 20<sup>th</sup> day of July, 1999.



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