

2008

Gene M. Richards v. Resource Technics, L.C., The Interphase Company : Appellee's Appendix

Utah Court of Appeals

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Wayne R. Searle; Attorney for Appellant.

Ronald George; Attorney for Resource Technics; Delano S. Findlay; Attorney for The Interphase Company.

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IN THE UTAH COURT OF APPEALS

GENE M. RICHARDS

Appellant/Defendant

vs.

RESOURCE TECHNICS, L.C. and
THE INTERPHASE COMPANY

Appellees/Plaintiffs

:
:
: CASE NO. 20080910
:
:
:
:
:
:

APPEAL FROM THE THIRD DISTRICT COURT STATE OF UTAH
IN AND FOR SALT LAKE COUNTY

Case No. 060920611

THE HONORABLE MICHELE CHRISTIANSEN

APPELLEE'S APPENDIX

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Dated: April 23, 2009

IN THE UTAH COURT OF APPEALS

GENE M. RICHARDS

Appellant/Defendant

vs.

RESOURCE TECHNICS, L.C. and
THE INTERPHASE COMPANY

Appellees/Plaintiffs

CASE NO. 20080910

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Dated: April 23, 2009

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By Ma 23

Delano S. Findlay
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684 East Vine Street, No. 3
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Phone: (801) 685-7777

ENTERED IN REGISTRY
OF JUDGMENTS
DATE 10/24/08

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

RESOURCE TECHNICS, L.C.)
)
Plaintiff,)
)
vs.)
)
Gene M. Richards, Resource Concepts,)
LLC, Ronald S. George, Lynn P. Heward,)
N Enos Heward, N. Enos Heward Trust,)
Interphase Corporation)
)
Defendants.)
)
Interphase Company)
)
Crossclaimant and)
Third Party Plaintiff)
)
Gene M. Richards,)
)
Cross claim Defendant)
)
Willaim Pappas, an individual and)
Jerome Gatto, an individual,)
)
Third Party Defendants)
)

Case No. 060920611

JUDGMENT

Judge: Michele Christiansen

Judgment @J



JD27283314
060920611 RICHARDS, GENE M pages. 2

Judgment is hereby entered in favor of Plaintiff, Resource Technics, L.C. and Cross

Claimant, the Interphase Company, against Defendant Gene M. Richards as follows:

1. The Findings of Fact and Conclusions of Law tendered by Plaintiff and the Order of Judge Stephen L. Henroid, dated May 7, 2008, are hereby adopted by the Court, incorporated herein and made a part of this judgment.

2. Resource Technics is awarded judgment against Gene M. Richard's in the amount of \$53,656.58.

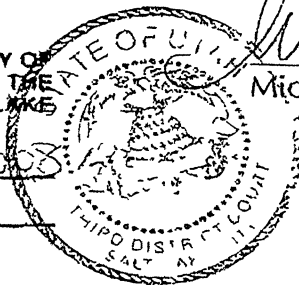
3. The Interphase Company is awarded a judgment against Gene M. Richard's in the amount of \$23,274.33

Dated this 23rd day of October, 2008

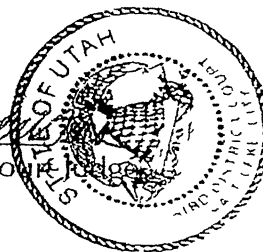
I CERTIFY THAT THIS IS A TRUE COPY OF
AN ORIGINAL DOCUMENT ON FILE IN THE
THIRD DISTRICT COURT, SALT LAKE
COUNTY STATE OF UTAH

DATE October 24, 2008

[Signature]
DEPUTY COURT CLERK



Michele Christiansen
Michele Christiansen, Third District Court Judge



Ronald George Bar No. 7721
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**IN AND FOR THE THIRD DISTRICT COURT
SALT LAKE COUNTY, STATE OF UTAH**

RESOURCE TECHNICS, L.C.

Plaintiff,

vs.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

Interphase Company

Crossclaimant and
Third Party Plaintiff

Gene M. Richards,

Cross claim Defendant

Willaim Pappas, an individual and
Jerome Gatto, an individual,

Third Party Defendants

Case No. 060920611

**AMENDED
PROPOSED FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

Judge: Michele Christiansen

Comes now the Plaintiff, Resource Technics, L.L.C., by and through its attorney, Ronald George, and the Interphase Company, by and through its attorney Delano S. Findlay, and submit the following proposed findings of fact and conclusions of law.

FINDINGS OF FACT

1. Resource Technics ("Technics") and the Morrison Estate ("Morrison") entered into a Settlement Agreement after several years of protracted litigation over Technics' attempts to collect a promissory note owing by Morrison. The promissory note was secured by a deed of trust filed against real property owned by Morrison near Independence California. The Settlement Agreement provided that Morrison would pay \$55,000 to Technics.

2. In July 2006 when Morrison agreed to pay \$55,000 in settlement of the *Technics v. Morrison* matter the manager of Technics was HMI Lenders, LC, a limited liability company composed of two members, i.e. Harold Masunaga, a business partner of Interphase and the Interphase company.

3. While Technics was in the act of providing Morrison with a deed of reconveyance, to complete the settlement transaction, Gene Richards ("Richards"), without any right or color of title, interfered by claiming that he alone was entitled to the \$55,000 by virtue of his false claim to be the manager of Technics.

4. Technics then filed an action in Utah for a declaratory judgment that Richards had no interest in the Settlement and was not the Manager of Technics. Soon thereafter Morrison filed a quiet title action in the Superior Court of Inyo County, California, Case No. SI CV 07-43324, known as *Morrison Estate vs. Resource Technics, L.L.C.* ("California action"), to determine that Richards had no interest in their California real property and to

determine the proper recipient of the settlement proceeds.

5. Technics placed into evidence before the court the underlying source documents of Resource Technics LLC which demonstrated that Richards owned no interest in Resource Technics, LLC., and was not the manager of Resource Technics, LLC.

6. Richards did not controvert the sufficiency of the Resource Technics juridical, organization and management documents. It is the opinion of the Court and the Court has so found that the records of Resource Technics, LLC, as previously placed into evidence accurately identified that Richards was not the manager of Technics and had no economic interest in Technics.

7. Richards acts were without justification in that he knew at the time he made his claims he was not the manager of Technics and knew he did not otherwise hold a valid claim to Technic's settlement proceeds.

8. The wrongful actions of Richards required Technics to litigate both the Utah and California actions as necessary to obtain the settlement proceeds.

9. In the California action the court awarded \$15,000 out of the \$55,000 in settlement proceeds to Morrison's attorney for fees in having prosecuted the California action leaving Technics with the \$40,000 remainder.

10. Interphase is the majority owner of both Technics and HMI Lenders LC, its manager. In the year 2000, Interphase was funding Technics' California litigation against Morrison to collect the defaulted Promissory Note owing by Morrison to Technics. At the time Richards owed \$8,250.00 to Interphase.

11. In October of 2000, Richards corresponded with counsel for Morrison and Technics, seeking to impede and damage the Technics litigation with Morrison in an attempt to force a compromise of his \$8,250.00 liability owing to Interphase.

12. On November 6, 2000, Richards entered into a settlement agreement with Interphase. In the agreement Richards agreed not to interfere in the *Technics v. Morrison*, California litigation. In exchange Interphase released Richards from the \$8,250.00 owing and conveyed over to Richards equipment having a value of \$3,500.00.

13. Richards, in paragraph 4 of the November 2000 settlement agreement with Interphase agreed as follows:

“4. Richards agrees to abstain insofar as he is permitted by law, from having any communication with any attorney or any party related in any way to the Walter L. Morrison Estate.

14. Richards breached the express and implied terms of the November 2000 settlement agreement with Interphase when in early December 2006, Richards made a false claim to Morrison’s attorney agent, that he was the manager of Technics and demanded the Settlement proceeds be paid over to himself.

15. In furtherance of his scheme, in late December 2006, Richards, without justification, inserted an attorney’s name in the heading of a false pleading he prepared and asserted in the body of the spurious pleading that a complaint was pending in Utah against Dr. Masunaga, for damages.

16. Richards faxed the false pleading to Dr. Masunaga’s dental office in Hawaii on New Years eve (2006), such that when his fellow dentists, employees and patients accessed his office after the New Years holidays they were subject to believing that Dr. Masunaga was being sued by Dr. Richards in Utah.

17. Richards acted fraudulently and falsely when he intentionally and improperly interfered with the performance of the Settlement Agreement between the Morrison Estate

and Technics where Richards sought to convert the \$55,000 in settlement proceeds to himself personally,

18. Richard's actions claiming entitlement to the settlement proceeds and in sending a false complaint for the purpose of embarrassing Dr. Masunaga were willful and were made in bad faith, which frustrated the judicial process and made with the malicious intent to harm both Technics and HMI Lenders LC, its manager.

CONCLUSIONS OF LAW

(1). Defendant Gene Richards had no standing, as a matter of law, to challenge HMI Lenders, LC's rights as manager of Technics, LC.

(2). Both the Technics and Morrison settlement agreement and the Interphase and Richards settlement agreement were valid and enforceable contracts.

(3). Richard's materially breached the November 2000 Settlement Agreement with Interphase and Interphase as a matter of law is entitled to rescission and restitution in the amount of \$11,750.00. *Polyglycoat Corp. V. Holcomb*, 591 P.2d 449, 451 (Utah 1979).

(4). Richards actions in claiming a right to the Settlement proceeds constituted a tortious interference with Technics contract rights and economic opportunity.

(5). As a consequential damage Richards tortious acts caused Technics the loss of \$15,000 of the \$55,000 in settlement proceeds. Technics is entitled to be reimbursed by Richards in the amount of \$15,000. Restatement (Second) of Torts §903 cmt. a (1979)).

(6). Richards sought to convert money owing to Technics to himself, both Technics and Interphase are entitled as a matter of law to prejudgment interest on the amounts to which they have been damaged.

(7). Where no interest rate is specified by contract the rate is set by Utah Code Annotated §15-1-1 in the amount of 10% per annum.

(8). Technics is entitled to prejudgment interest from December 6, 2006, until the date of this Court's order of May 7, 2008, which is 518 days. This period of time at the rate of 10% on \$55,000.00 is the sum of \$7,805.48. The appropriate amount of prejudgment interest in favor of Technics therefore is \$7,805.48.

(9). Interphase is entitled to prejudgment interest from November 6, 2000, until the date of this Court's May 7, 2008 order, which is 2739 days. This period of time at the rate of 10% on \$11,750.00 is the sum of \$8,817.33. The appropriate amount of prejudgment interest in favor of Interphase therefore is \$8,817.33.

(10). Technics is entitled to recover its attorney fees reasonably incurred in resolving the California Morrison dispute as consequential damages in the amount of \$13,931.60.

(11). Technics was entitled to recover its attorney fees reasonably incurred in prosecuting this declaratory action in Utah in the amount of \$10,756.10 both as consequential damages and pursuant to Utah Code Ann. §78-27-56(1) where the claims and defenses asserted by Richards have been found to be without merit and Mr. Richard's claim and defense has been found to have been asserted in bad faith.

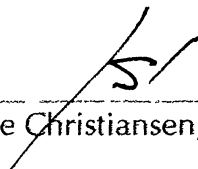
(12). Technics is entitled to recover its costs reasonably incurred in the Morrison Estate California action (\$455.00) and in this Utah action (\$129.50) in the total amount of \$584.50.

(13) Interphase is entitled to recover its attorney fees reasonably incurred in

prosecuting its cross claim action against Richards, pursuant to Utah Code Ann. §78-27-56(1) in the amount of \$1,782.00 and its costs in the amount of \$139.50.

(14). Technics is entitled to an award of punitive damages in the amount of \$5,000 where compensatory damages have been awarded, and it has been established by clear and convincing evidence that the acts of Mr. Richards were the result of willful, malicious and intentionally fraudulent conduct which manifested a knowing and reckless indifference, toward, and a disregard of, the rights of others. Utah Code Ann. §78-18-1(1)(a) (Supp. 2005).

Dated this Day of September, 2008



Michele Christiansen, Third District Court Judge

Ronald George, #7721
Attorney for Plaintiff
218 W. Paxton Ave.
Salt Lake City, Utah 84101
(801) 706-3462

FILED DISTRICT COURT
Third Judicial District

MAY 07 2008

By
SALT LAKE COUNTY
Deputy Clerk

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

RESOURCE TECHNICS, L.L.C.

Plaintiff,

vs.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

Case No. 060920611

ORDER

Judge: Stephen L. Henriod

The unopposed Motion of the Plaintiff for an Order of the Court for discovery sanctions, that Admissions be Deemed Admitted and for determining that HMI Lenders is the manager of Resource Technics, LC, came before the Court for hearing on April 14, 2008. Delano S. Findlay, counsel for the Cross Claimant, The Interphase Company, was present and also appeared in place of Plaintiff's counsel, who was excused from appearing. No Defendant appeared or otherwise defended against the Motions of the Plaintiff and Crossclaimant. The Court being advised in the premises and good cause appearing therefore:

IT IS HEREBY ORDERED that with respect to Plaintiff's First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents, dated October 8, 2007, as served upon the defendant Gene Richards, that with respect to this defendant, Plaintiff's Request for Admissions 1 through 28, are hereby deemed to be admitted.

Based upon the admissions deemed admitted and the evidence before the Court, Defendant Gene Richards is found to have had no standing to challenge HMI Lenders, LC's rights as manager of the Plaintiff. HMI Lenders, LC is the duly authorized manager of the Plaintiff and entitled in all respects to have represent the Plaintiff in obtaining the settlement proceeds arising under the settlement agreement between Resource Technics, LC and the Walter L. Morrison, Estate, dated August 25, 2006.

With respect to Plaintiffs' admissions numbers 26 through 28, defendant Richards validly transferred all of his right, title and interest in Investigold Ventures, LLC, to Jerome Gatto on or about October 14, 2005. Pursuant to a valid Sheriff sale, on or about September 22, 2006, all of the right, title and interest of Gene Richards and Jerome Gatto, in Investigold Ventures, L.C. was purchased by the Interphase Company, such that all interests of Gene Richards in Investigold Ventures, L.C. and his interest, if any, in the Kaolmag and Shalecrete mining claims, is now validly owned by the Interphase Company.

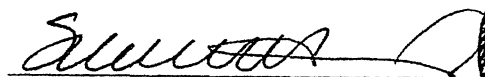
Further, upon application of the Plaintiff and Cross Claimant, pursuant to Rule 37(d) of the Utah Rules of Civil Procedure; it is hereby:

FURTHER ORDERED, ADJUDGED AND DECREED that Defendant's Answer is stricken and default judgment is hereby entered against the defendant Gene Richards in favor of the Plaintiff and Cross claimant as a sanction based upon Mr. Richard's willful actions, his persistent dilatory tactics, made in bad faith, which frustrated the judicial process as well as the admissions deemed admitted. The Plaintiff and Crossclaimant are hereby granted the relief requested in their respective Complaint and Cross claim to wit: (a) that Defendant Gene Richards Intentionally and improperly interfered with the performance of a settlement and escrow agreement between Plaintiff and the Walter L. Morrison Estate by fraudulently and falsely claiming to be the manager of Resource

Technics, LLC, and demanding that payment of the \$55,000 in settlement proceeds be transferred to him personally, (b) The acts of Defendant Richards were without justification where Defendant Richards knew that he was not the manager of the Plaintiff and did not otherwise hold a valid claim to the Plaintiff's settlement proceeds, (c) in favor of the Crossclaimant the Interphase Company for breaching the November 6, 2000, settlement agreement with Interphase by sending a spurious and false pleading that purported to state an action for damages against Dr. Masunaga, a partner of Interphase in Resource Technics and by contacting Inyo Mono Title company and tortiously interfering in the settlement of the *Technics v. Morrison* litigation, (d) Defendant Richards intentional interference with the Plaintiff's existing contract and economic relations arising from the settlement agreement and his breach of the settlement agreement with Interphase has caused injury to the Plaintiff and Crossclaimant in a sum, together with interest thereon at the legal rate, to be determined by a subsequent evidentiary hearing, (e) whether Plaintiff and Crossclaimant are entitled to punitive damages, which may include attorney's fees in bringing this action, to be determined by a subsequent evidentiary hearing.

Dated this 28 day of April, 2008

BY THE COURT:


Stephen L. Henriod, District Court Judge



*The objection of defendant Richards,
if indeed the objection is to this order
is overruled.*

SLH 4/28/08

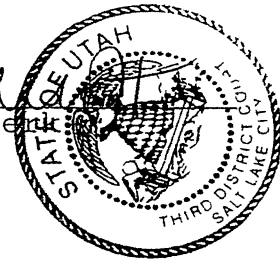
CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 060920611 by the method and on the date specified.

METHOD	NAME
Mail	GENE M RICHARDS Defendant 1256 PARKCREST CIRCLE SALT LAKE CITY, UT 84124
Mail	DELANO S FINDLAY Attorney DEF 684 E VINE ST STE 3 MURRAY UT 84107
Mail	RONALD S GEORGE Attorney PLA 105 S MAIN POCATELLO ID 83204

Dated this 7th day of May, 2008

Mmm
Deputy Court Clerk



3RD DISTRICT COURT - SALT LAKE
SALT LAKE COUNTY, STATE OF UTAH

RESOURCE TECHNICS LC,	:	MINUTES
Plaintiff,	:	LAW AND MOTION
	:	
	:	
vs.	:	Case No: 060920611 MI
	:	
GENE M RICHARDS Et al,	:	Judge: STEPHEN L. HENRIOD
Defendant.	:	Date: April 14, 2008

Clerk: mckaem

PRESENT

Defendant's Attorney(s): DELANO S FINDLAY

Audio

Tape Number: W47 8-08 Tape Count: 9:11

HEARING

TAPE: W47 8-08 COUNT: 9:11

This case is before the Court for oral argument.

Plaintiff's Motion for Order Deeming admissions is granted. Mr Findlay is to prepare Order and for default judgment.

SKA Δ'

Ronald George Bar No. 7721
LAW OFFICES OF RONALD S. GEORGE P.A.
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Salt Lake City, Utah 84101
208-232-2525, Fax: 208-232-9467
Attorneys for Plaintiff

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

RESOURCE TECHNICS, L.L.C.

Plaintiff,

vs.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

)
)
) Case No. 060920611

) **PLAINTIFFS' MOTION FOR AN ORDER**
) **DEEMING ADMISSIONS ADMITTED, TO**
) **COMPEL DISCOVERY AND FOR A**
) **SCHEDULING CONFERENCE**

)
) Judge: Stephen L. Henriod
)
)

Comes Now, the plaintiff, by and through counsel Ronald George, and pursuant to Rules 37(a)(2)(4)(c)(e) and 36, of the Utah Rules of Civil Procedure respectfully moves the Court for its Order deeming admissions admitted and to require the Defendant Gene Richards to provide answers to Plaintiff's Interrogatories and Requests for Documents and for a Scheduling Conference. Rule 37 (d) and 37 (b)(2) of the U.R.C.P. fully support the sanctions requested as follows:

1. The Plaintiff's First Set of Requests for Admissions, Interrogatories and Requests for Production of Documents to Defendant Gene Richards, was served upon the Defendant by mail on October 8, 2007. (See Plaintiff's First Request for Admissions attached as Exhibit "A" to Plaintiff's Memorandum in Support that admissions be deemed to be admitted).

2. With respect to Plaintiff's Interrogatories and Requests for Production of

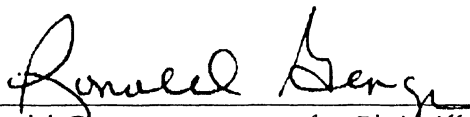
Documents, as also served upon the said defendant on October 8, 2007, (See Plaintiff's First Set of Interrogatories and Requests for Production of Documents attached as Exhibit "A" to Plaintiff's supporting Memorandum) for an Order of this Court requiring the Defendant to answer the Plaintiff's Interrogatories and Requests for Production of Documents and that the Defendants right to object or seek a protective order with respect to such Interrogatories and requests for production should be ordered to have been waived.

4. And for a reasonable attorneys fee to Plaintiff in the amount of \$1,000 as representing the amount of attorney and paralegal time and expense which Plaintiff has incurred and will incur by the time such is argued, in bringing this motion.

5. For a scheduling conference based on the fact that in early March 2007, Plaintiff's counsel held an attorney planning meeting with Counsel for the Defendant at the time, and submitted a discovery plan and scheduling order to the Defendant, Pursuant to rule 26(f), which Defendant has failed and refused to sign or acknowledge.

This Motion is supported by the Plaintiff's Memorandum of Points and Authorities filed in connection herewith.

Dated this 22nd day of December, 2007.


Ronald George, attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of December, 2007, I cause to be served the Plaintiff's Motion for an Order Deeming Admissions Admitted and to Compel Discovery by depositing a true and correct copy of the same in the United States mail, postage prepaid addressed as follows.

Gene M. Richards
1256 Parkcrest Circle
Salt Lake City, UT 84124-1318

Delano Findlay
Attorney at Law
684 East Vine Street, Suite 3
Murray, Utah 84107

A handwritten signature in black ink, appearing to read "Delano Findlay", written over a horizontal line.

Ronald George Bar No. 7721
LAW OFFICES OF RONALD S. GEORGE P.A.
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208-232-2525, Fax: 208-232-9467
Attorneys for Plaintiff

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

RESOURCE TECHNICS, L.L.C.

Plaintiff,

vs.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

)
)
) Case No. 060920611
)

) **PLAINTIFF'S MEMORANDUM IN**
) **SUPPORT OF ITS MOTION FOR AN**
) **ORDER DEEMING ADMISSIONS**
) **ADMITTED TO COMPEL DISCOVERY**
) **AND FOR A SCHEDULING CONFERENCE**
)

) Judge: Stephen L. Henriod
)

Comes Now, the plaintiff, by and through counsel Ronald George, and pursuant to Rules 37(a)(2)(4)(c)(e) and 36, of the Utah Rules of Civil Procedure respectfully submits its memorandum of points and authorities in support of its motion that the admissions served on the Defendant pursuant to Rule 36 of the U. R.C.P. be deemed admitted to compel discovery and for a scheduling conference

INTRODUCTION

This action began on December 22, 2006, as an action for a Declaratory Judgment to find, among other items that have since been reduced to judgment, that Resource Technics, the Plaintiff, was solely managed by HMI Lenders, L.L.C. The declaratory action was initiated to assist in resolving a dispute over Resource Technics entitlement to settlement proceeds pursuant to a settlement agreement between Resource Technics and the Walter Morrison Estate ("Estate") dated July 25, 2006. Resource Technics was owed

money on a promissory note from the Estate that was reduced to a settlement agreement providing that Resource Technics would receive \$55,000 in settlement by August 28, 2006. The Defendant, Gene Richards, injected himself into the California Settlement, by declaring in early December of 2006 to an escrow agent, established to assist in closing the settlement, that he, not HMI Lenders, was the sole manager of Resource Technics and therefore the settlement proceeds, he claimed, should be sent to him.

As a result of Defendant Richard's imposition, the Estate, on or about May 30, 2007, filed an Interpleader and to Quiet Title action in the California Superior Court, Inyo County, known as Beverley Orr, (personal representative of the Estate) v. Resource Technics, Case No. SI CV 07-43324, for among other purposes to determine who should receive the proceeds of the Settlement (\$55,000) (See Request to Take Judicial Notice of Transcript of Summary Judgment Hearing in California Case, filed concurrently herewith). Although this Court ruled on summary judgment that Defendant Richards had no entitlement to the Settlement Proceeds, it reserved ruling on whether Resource Technics was solely managed by HMI Lenders. Subsequent to this Court's later ruling that it did not have sufficient evidence to make the manager determination, Resource Technics has requested an evidentiary hearing. The Plaintiff's requests for admission, Interrogatory and document responses was made in an effort to reduce the costs and time involved in this litigation.

CURRENT STATUS OF DISCOVERY

1. On or about March 7, 2007, Plaintiff's counsel held an attorney planning meeting with Counsel for the Defendant at the time, and submitted a discovery plan and scheduling order to the Defendant, Pursuant to rule 26(f), which Defendant has failed and refused to sign or acknowledge.

2. The Plaintiff's required disclosures, pursuant to Rule 26, were submitted to the Defendant at the time Plaintiff filed its Motion for Declaratory Judgment on the Pleadings, Dated January 25, 2007.

3. On October 8, 2007, Defendant was served with Plaintiff's first request for admissions, interrogatories and request for production of documents. (See Exhibit "A" attached).

4. That thirty days following service of the Request for Admissions the answers to the Requests for Admissions were due pursuant to Rule 36 of the Utah Rules of Civil Procedure (U.R.C.P).

5. That thirty days following service of the Plaintiff's Interrogatories and Request for Production of document the same were due pursuant to Rule 33(a) of the U.R.C.P.

6. The Defendant has provided no justifiable reason as to why he has not responded to the Plaintiff's discovery, nor has he asked for an extension of time within which to respond.

7. All admission discovery sought by the Plaintiff's has been relevant, discoverable, necessary and wrongfully withheld.

ARGUMENT I
PLAINTIFF'S ADMISSIONS SHOULD BE DEEMED TO BE ADMITTED

As a matter of law, pursuant to Utah R. Civ. P. 36(a), the lack of response to the Requests for Admissions on the part of the Defendant should entitle the Plaintiff to the granting of its motion to have the Admissions deemed admitted. Rule 36(a) states:

Each matter of which an admission is requested . . . **is admitted** unless, within thirty days after service of the request, or within such shorter or longer time as the court may allow, the party to whom the request is directed serves upon the party requesting the admission a written answer or objection addressed to the matter, signed by the party or by his attorney (Emphasis added)

In the case of *Emil Langeland, v. Monarch Motors, Inc.*, 1998.UT.4 - (1998) The

Utah Supreme Court noted:

The policy behind rule 36 is to facilitate and expedite the discovery process by allowing parties to obtain admissions as to certain undisputed matters and thus avoid the effort and expense of having to conduct discovery as to those matters. The penalty provided in rule 36(b), automatically admitting and establishing requests not responded to within thirty days, was conceived as a means of preventing abuse of the discovery process and facilitating the smooth administration of justice. Requests for admission must be taken seriously, and answers or objections must be served promptly. The penalty for delay or abuse is intentionally harsh, and parties who fail to comply with the procedural requirements of rule 36 should not lightly escape the consequences of the rule.

Thus, Rule 36 serves two vital purposes related to the shortening of the time required for the holding of an evidentiary hearing to determine who was the manager of Resource Technics. Those purposes are to facilitate identifying uncontested facts and establishing proof with respect to issues that Plaintiff has not been able to eliminate prior to requesting an evidentiary hearing and the second is to narrow the issues in the evidentiary hearing.

An opaque, generalized and tardy denial of requests for admissions and cavalier conduct in responding to such was condemned as sufficient to allow a trial court to deem requests as admitted in the case of *U.S. v. Kenealy*, 646 F.2d 699 (CA 5th 1981).

In *Asea, Inc. v. Southern Pac. Transport Co.*, 669 F.2d 1242 (CA 9th 1981), the court at 1245 stated the general rule that:

It is undisputed that failure to answer or object to a proper request for admission is itself an admission: the Rule itself so states. It is also clear that an evasive denial, one that does not "specifically deny the matter," or a response that does not set forth "in detail" the reasons why the answering party cannot truthfully admit or deny the matter, may be deemed an admission... Since such a response does not comply with the literal requirements of Rule 36(a), the district court may, in its discretion, deem the matter admitted.

Further at page 1246 the court said:

"The discovery process is subject to the overriding limitation of good faith. Callous disregard of discovery responsibilities cannot be condoned. "

The non-responsive manner in which the Defendant has failed to responded to Exhibit "A" makes it more difficult on the part of Plaintiff to bring before the Court all documents which may bear upon the issue, raised by Mr. Richards, that he is somehow the manager of Resource Technics or to narrow issues for the evidentiary hearing and clearly cut against the intent of the discovery rules. The sanctions provided for such bad faith conduct is having the admissions deemed admitted. See *State of Utah v. N. R.*, 395 Utah Adv. Rep II.

ARGUMENT II
THE DEFENDANT SHOULD BE ORDERED TO RESPOND TO PLAINTIFF'S
INTERROGATORIES AND REQUESTS FOR PRODUCTION
AND TO HAVE WAIVED ANY OBJECTIONS

The Defendant, is appearing Pro Se, and it has been difficult for the Plaintiff's counsel to communicate with the Defendant. He is apparently refusing to provide answers to Plaintiff's interrogatories or to provide the Plaintiff any opportunity to inspect documents or to produce the documents requested by the Plaintiff. The Court is requested to hold a Scheduling Conference, respecting all matters before the court, both in the Plaintiff's complaint and in the Third Party Complaint, and to require the Defendant to provide answers to the Plaintiff's interrogatory requests and request for production of documents.

The Plaintiff has a substantial need to have the answers to the interrogatories and production sought. If the Defendant has no documentation to support his claim to be the manager of Resource Technics, then this court should find that HMI Lenders is the sole manager of Resource Technics, L.L.C. then the need for an evidentiary hearing should be limited. Surely the Defendant would be only too willing to expose his alleged right to his

claim to be the manager of Resource Technics, to the court, if facts of the right to such management exist.

A demand for **production of documents** and for a **response to interrogatories** is compulsory because **sanctions** may be imposed for failure to comply. In *Davis et.al. v. Fendler*, 650 F.2d 1154 (CA 9th 1981) the court at page 1160 stated: "Generally, in the absence of an extension of time or good cause, the failure to object to interrogatories within the time fixed by Rule 33 FRCivP, constitutes a waiver of any objection.....' The failure to respond in writing to a discovery request is not excused on the basis that the discovery is objectionable absent a written objection or motion for a protective order under Rule 26(c). See *Tuck v. Godfrey*, 1999 UT App 127, ¶¶ 27, 981 P.2d 407, cert. denied, 984 P.2d 1023 (Utah 1999). Simply ignoring the request does not count as a response or an objection. "Any challenge to the merits of a discovery request must be timely filed and put before the trial court, or the claim will be waived." *Tuck*, 1999 UT App 127 at ¶¶ 28. Accordingly, the Plaintiff has moved the Court to find that the Defendant's right to object or seek a protective order should be ordered to have been waived.

ARGUMENT III

THE COURT SHOULD CONSIDER FUTURE SANCTIONS SHOULD THE DEFENDANT CONTINUE TO REFUSE TO COOPERATE

Should the Defendant fail to respond to the Plaintiff's Interrogatories and Requests to Produce Documents following the notice provided by Plaintiff's Motion and the request for a scheduling conference, the Court is requested to consider sanctions against the Defendant. A party's conduct merits sanctions under rule 37 if any of the following circumstances are found: (1) the party's behavior was willful; (2) the party has acted in bad

persistent dilatory tactics tending to frustrate the judicial process. Once the trial court has made any one of these four findings, the noncomplying party's conduct is considered to "merit sanctions under Rule 37." *Morton v. Continental Baking Co.*, 938 P.2d 271, 274-277 (Utah 1997); See also *Utah Dep't of Transp. v. Osguthorpe*, 892 P.2d 4, 6 (Utah 1995); *First Fed. Sav. & Loan Ass'n v. Schamanek*, 684 P.2d 1257, 1266 (Utah 1984); accord *Amica Mut. Ins. Co. v. Schettler*, 768 P.2d 950, 961 (Utah Ct. App. 1989).

To find that a party's behavior has been willful, there need only be "any intentional failure as distinguished from involuntary noncompliance." *Amica Mut. Ins. Co.*, 768 P.2d at 961 (quoting *M.E.N. Co. v. Control Fluidics, Inc.*, 834 F.2d 869, 872-73 (10th Cir. 1987)); see also *Osguthorpe*, 892 P.2d at 8.

No court **order** is required to bring Rule 37(d) into play. It is enough that... a set of **interrogatories**... has been properly served on the party. (emphasis added) See C. Wright and A. Miller, *Federal Practice and Procedure* §§ 2291, at 807 (1970).

Consistent with the plain language of Rule 37(d) and the analysis offered by Wright & Miller, the Utah Supreme Court has held that "under Rule 33 [governing interrogatories], a party has a certain specified time to answer; if he does not, he has failed to answer, and the opposing party may appropriately invoke the sanctions [authorized by rule 37(d)]." *W.W. & W.B. Gardner, Inc. v. Park West Village, Inc.*, 568 P.2d 734, 737 (Utah 1977). The Supreme Court further stated that a failure to comply with a discovery request of the sort mentioned in Rule 37(d) is itself enough to permit the court to impose sanctions, although the court "has discretion about the sanction to be imposed." *Id.* (quoting C. Wright and A. Miller, *Federal Practice and Procedure* §§ 2291, at 811-812 (1970)).

The possible sanctions the court may impose are included in those listed in paragraphs (A), (B), and (C) of Utah R. Civ. P. 37(b)(2). Paragraph 37(b)(2) states in

pertinent part:

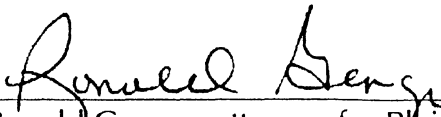
...the court in which the action is pending may make such orders in regard to the failure [to fulfill discovery obligations] as are just, and among others the following:... (A)... "matters regarding designated facts shall be taken to be established for the purpose of the action in accordance with the claim of the party obtaining the order" and ...(B)... "an order refusing to allow the disobedient party to support or oppose designated claims or defenses..."

A multitude of cases support the imposition of Rule 37(b)(2) sanctions in cases such as that now before the court and in the manner requested by the Plaintiff. Dismissal as a discovery sanction has been upheld for late or incomplete discovery responses. See *W.W. & W.B. Gardner, Inc. v. Park West Village, Inc.*, 568 P.2d 734 (Utah 1977) (affirming default judgment when defendant failed to respond to discovery although answers were tendered prior to sanction hearing); *Schoney v. Memorial Estates, Inc.*, 790 P.2d 584 (Utah Ct. App. 1990) (affirming dismissal of plaintiff's claim when plaintiff failed to timely respond to discovery requests but produced information at hearing). In *National Hockey League et.al. v. Metropolitan Hockey Club, Inc. et. al.*, 427 U.S. 639 (1976), the Supreme Court indicates that a default judgment may be upheld for the willful, bad faith or fault in discovery tactics of the parties.

SUMMARY

The defendant has acted willfully and in bad faith in claiming to be the manager of Resource Technics LLC, in the absence of providing answers to interrogatories and requests for documents to establish his right to his claim to be the manager. The Plaintiff is entitled to an order of the Court that the Plaintiff's admissions be deemed admitted and that the Defendant be required to answer Plaintiff's request for interrogatories and documents. The Plaintiff is also entitled under the Rules to its reasonable expenses and attorney's fees in bringing this motion.

Respectfully submitted this 22nd day of December, 2002.


Ronald George, attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of December, 2007, I cause to be served the Plaintiff's Memorandum in Support of its Motion for an Order Deeming Admissions Admitted and to Compel Discovery by depositing a true and correct copy of the same in the United States mail, postage prepaid addressed as follows.

Gene M. Richards
1256 Parkcrest Circle
Salt Lake City, UT 84124-1318

Delano Findlay
Attorney at Law
684 East Vine Street, Suite 3
Murray, Utah 84107

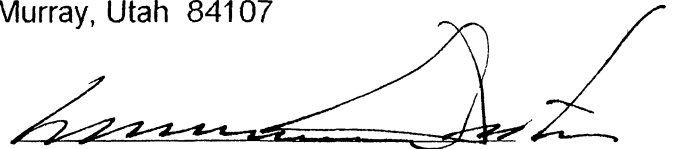


EXHIBIT "A"

Attached to Memorandum For Order
Deeming Admissions Admitted, To
Compel Discovery

Victor Jackson, #10400
Attorney for Plaintiff
218 W. Paxton Ave.
Salt Lake City, Utah 84101
(801) 755-3935

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

RESOURCE TECHNICS, L.L.C.

Plaintiff,

vs.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

)
)
) Case No. 060920611

) PLAINTIFF'S FIRST REQUEST FOR
) ADMISSIONS, INTERROGATORY AND
) PRODUCTION OF DOCUMENTS TO
) DEFENDANT GENE RICHARDS

) Judge: Stephen L. Henriod
)
)
)

To: Defendant Gene M. Richards:

Pursuant to Rules 26, 33, 34 and 36 of the Utah Rules of Civil Procedure, you are hereby requested to:

1. Admit to the truth of each of the matters set forth in the requests herein.
2. Pursuant to Rule 36 of the URCV, make a written response, sign the same, and deliver it to the attorney of record for the Plaintiff herein within thirty (30) days after the date hereof. If you fail to do so the admissions may be deemed admitted. You are also instructed as follows:
 1. If you do not admit the truth of the facts stated in the Request for Admissions, you must specifically deny the same or set forth in detail the reasons why you cannot truthfully admit or deny such statements of fact.
 2. Each matter for which an admission is requested shall be deemed admitted unless your response is served on the undersigned attorney during the period of time set forth.

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3. If you deny a request and the Plaintiff thereafter proves the truth of such matter, you may be ordered to pay the cost of proof, including the Plaintiffs attorney's fees.
4. Failure to respond as required by the Utah Rules of Civil Procedure to these requests within the time required may result in the entry of a judgment against you, the assessment of additional attorney's fees against you and other sanctions by the Court.
5. In addition, the following definitions apply:
 - a. The term Defendant in these Request for Admissions, Interrogatory and Request for Production of Documents refers to Gene M. Richards.
 - b. The term Plaintiff in these Request for Admissions refers to Resource Technics, LLC.

REQUEST FOR ADMISSIONS

Please refer to the definitions page, if necessary. You are requested to admit the truth of the following matters. If you deny any matter or any portion thereof, please state your basis for such denial.

REQUEST FOR ADMISSIONS NO. 1:

Admit that you have no evidence to controvert the validity of the Reorganization Agreement attached hereto as Exhibit "A."

RESPONSE:

REQUEST FOR ADMISSIONS NO. 2:

Admit that as set out in the Reorganization Agreement (Exhibit "A"), on February 1, 1999, Interphase was the controlling owner of Resource Technics.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 3:

Admit that the owners of Resource Technics on February 1, 1999 consisted of the following:

Interphase Corporation	72,900 shares
Dr. Masunaga	3,600 shares
Investigold Ventures	3,600 shares
Mid Ohio Securities	9,900 shares

RESPONSE:

REQUEST FOR ADMISSIONS NO. 4:

Admit that at the time of the Reorganization Agreement (Exhibit "A"), W. David Weston was the President of Interphase Corporation.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 5:

Admit that at the time of the Reorganization Agreement (Exhibit "A"), W. David Weston was the sole manager of Investigold Venture, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 6

Admit that the documents attached hereto as Exhibit "B" consists of a true and correct copy of the Articles of Organization and pertinent parts of the Operating Agreement of Investigold Ventures, are genuine.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 7

Admit that W. David Weston has always been the sole manager of Investigold Ventures, since its inception until the present time.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 8:

Admit that In accord with ¶¶ 5.1, 5.4, 5.6 and 1.16 of the Investigold Ventures Operating Agreement, W. David Weston may only be removed as the General Manager for malfeasance or dereliction of duty.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 9:

Admit that Pursuant to ¶ 5.6 of the Investigold Ventures Operating Agreement, W. David Weston was the chief manager of the Company with the authority to sign, execute and deliver in the name of the company powers of attorney, contracts, bonds and other obligations.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 10:

Admit that you [Gene Richards] were only elected to be the Secretary of Investigold Ventures.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 11:

Admit that pursuant to ¶ 5.8 of the Investigold Operating Agreement your duties as secretary consisted of keeping minutes and having charge of records and documents "not pertaining to the performance of duties vested in the General Manager."

RESPONSE:

REQUEST FOR ADMISSIONS NO. 12:

Admit that on January 3, 2001, Investigold Ventures, gave notice of its resignation as the manager of Resource Technics, L.L.C

RESPONSE:

REQUEST FOR ADMISSIONS NO. 13:

Admit that Exhibit "C" attached hereto, entitled "Action by Written Consent of the Manager of Resource Technics, LLC" entitled "Action by Written Consent of the Manager of Resource Technics, LLC" is a true and correct copy of the document wherein Investigold Ventures resigned as the manager of Resource Technics.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 14:

Admit that on January 16, 2001, an annual meeting of members of Resource Technics, L.L.C was held in which meeting the resignation of Investigold Ventures as manager of Resource Technics was accepted.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 15:

Admit that on January 16, 2001, W. David Weston was appointed as manager of Resource Technics, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 16:

Admit that on November 14, 2005, HMI Lenders, L.C., was appointed to be the manager of Resource Technics, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 17:

Admit that the appointment of HMI Lenders, LC, to be the manager of Resource Technics was made upon the resolution and affirmative vote of Resource Technics members Interphase Corporation and Dr. Harold Masunaga at an annual meeting of members of Resource Technics LLC.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 18:

Admit that you have no evidence to controvert the accuracy of the Notice of Meeting and the minutes of the Annual Meeting of Members [of Resource Technics, LLC] dated November 14, 2005, a copy of which Notice and Minutes are attached hereto as Exhibit "D".

RESPONSE:

REQUEST FOR ADMISSIONS NO. 19:

Admit that you have no evidence to challenge or controvert the fact that on March 22, 2001, W. David Weston was appointed by the members of HMI Lenders, LC to act as the General Manager of HMI Lenders, LC.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 20:

Admit you have no evidence to challenge or controvert the fact that W. David Weston, has kept and maintained all of the organizational documents pertaining to the creation, organization and daily business affairs of Resource Technics, L.L.C, since its inception to the present time.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 21:

Admit that never at any time has Gene Richards ever created or maintained any official records for the entity Resource Technics, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 22:

Admit that never at any time was Gene Richards a manager of Resource Technics, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 23:

Admit that HMI Lenders, L.L.C is the manager of Resource Technics, L.L.C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 24:

Admit that W. David Weston is the manager of HMI Lenders, L..C.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 25:

Admit that on or about October 14, 2005, you (Richards) prepared and had notarized an assignment and transfer of all of your right, title and interest in the Investigold Ventures to Jerome Gatto.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 26:

Admit that the assignment of your (Gene Richards) interest in Investigold Ventures, LLC, to Jerome Gatto was a valid assignment of such interests.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 27:

Admit that on September 22, 2006, all of the interest of Gene Richards in Investigold Ventures, L.C. was purchased by Interphase Corporation at a Sheriff sale.

RESPONSE:

REQUEST FOR ADMISSIONS NO. 28:

Admit that the Sherif sale deed transferring the interest of Gene Richards in

Investigold Ventures, LLC, The Interphase Company is a valid deed transferring all right, title and interest to The Interphase Company.

RESPONSE:

INTERROGATORY REQUEST

INTERROGATORY NO. 1.

For each admission request you denied please provide a complete explanation as to why you denied such request and identify each and every document or other evidence that supports your denial.


RESPONSE:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1

Produce each and every document referred to, relied on, identified in, or related to your answers to the above Interrogatory and/or Requests for Admission.

DATED, this 8th day of October, 2007.



Victor Jackson, Attorney for Plaintiff

Victor Jackson, #10400
Attorney for Plaintiff
218 W. Paxton Ave.
Salt Lake City, Utah 84101
(801) 755-3935

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

RESOURCE TECHNICS, L.C.

Plaintiff,

VS.

Gene M. Richards, Resource Concepts,
LLC, Ronald S. George, Lynn P. Heward,
N. Enos Heward, N. Enos Heward Trust,
Interphase Corporation

Defendants.

Case No. 060920611


CERTIFICATE OF SERVICE OF
PLAINTIFF'S FIRST SET OF ADMISSIONS,
INTERROGATORY AND REQUEST FOR
PRODUCTION OF DOCUMENTS TO
DEFENDANT GENE RICHARDS

Judge: Stephen L. Henroid

The Plaintiff, hereby certifies that on the 8th day of October, 2007, the Plaintiff's First Set of Admissions, Interrogatory, and Request for Production of Documents was served by mailed, postage prepaid, first class as follows:

Gene M. Richards
1256 Parkcrest Circle
Salt Lake City, UT 84124-1318

Delano S. Findlay
Attorney for Defendant The Interphase Company
684 East Vine Street, No. 3
Salt Lake City, Utah 84107


Legal Assistant to Victor Jackson,


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MAILING CERTIFICATE

I certify that on October 8, 2007, that I mailed a true and correct copy of the foregoing Certificate of Service, postage prepaid, first class as follows:

Gene M. Richards
1256 Parkcrest Circle
Salt Lake City, UT 84124-1318

Delano S. Findlay
Attorney for Defendant The Interphase Company
684 East Vine Street, No. 3
Salt Lake City, Utah 84107



Legal Assistant to Victor Jackson

Victor Jackson, #10400
Attorney for Plaintiff
218 W. Paxton Ave.
Salt Lake City, Utah 84101
(801) 755-3935

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

RESOURCE TECHNICS, L.L.C.

Plaintiff,

vs.

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Interphase Corporation

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To: Defendant Gene M. Richards:

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REQUEST FOR ADMISSIONS NO. 28:

Admit that the Sherif sale deed transferring the interest of Gene Richards in

Investigold Ventures, LLC, The Interphase Company is a valid deed transferring all right, title and interest to The Interphase Company.

RESPONSE:

INTERROGATORY REQUEST

INTERROGATORY NO. 1.

For each admission request you denied please provide a complete explanation as to why you denied such request and identify each and every document or other evidence that supports your denial.

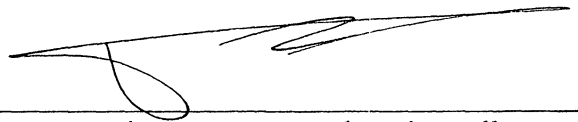
RESPONSE:

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1

Produce each and every document referred to, relied on, identified in, or related to your answers to the above Interrogatory and/or Requests for Admission.

DATED, this 8th day of October, 2007.



Victor Jackson, Attorney for Plaintiff

EXHIBIT "A"

REORGANIZATION AGREEMENT

THIS REORGANIZATION AGREEMENT, is dated this 1st day of February, 1999 and is made by and between those persons and entities identified below who entered into an Agreement dated the 9th day of May, 1998 entitled "An Agreement To Define Interest Ownership and Participation in Proceeds of Legal Action Respecting the Rex Montis Mine Properties" which agreement is appended hereto as Exhibit "A" the terms of which are incorporated herein by this reference as though set forth in full.

Whereas, on the 9th day of May, 1998, Investigold Ventures, L.C., Interphase Corporation, Dr. Harold Masunaga, Ronald George and Mid Ohio Securities Corp. FBO of Ivan Keller, entered into an agreement (Exhibit "A") whereby with respect to the parties interest in a First Trust Deed note as described in the said Agreement (Exhibit "A") was subject to a 10% interest in favor of Ron George and the costs required to enforce the terms of the said First Trust Deed note, and

Whereas, it has been determined that Ronald George can no longer represent the parties in the enforcement and collection of the said First Trust Deed Note and therefore has assigned his 10% interest to Interphase Corporation who herein agrees to assume the duties and obligations of Ron George in collection of the said First Trust Deed Note, and

Whereas, it is in the interest of the parties to reorganize their respective interests as set out in the agreement attached hereto as Exhibit "A" by forming a limited liability company in the State of Nevada to be known as Resource Technics, L.L.C., a true and correct copy of the Articles of Organization and the Operating Agreement of which are attached hereto as Exhibits "B" and "C" respectively, and

Whereas, the parties have agreed to transfer their respective interests as set out in the said Agreement (Exhibit "A") into the said limited liability company following which they own shares of Resource Technics, L.C. as members in direct proportion to their respective interests as identified in the Agreement (Exhibit "A") exclusive of the interests of Ron George will have been assumed by Interphase Corporation.

WITNESSETH

NOW THEREFORE, in further consideration of the mutual promises of the parties herein the parties agree as follows:

1. Ron George by these presents hereby assigns all of his right title and interest in the said First Trust Deed Note to Resource Technics, L.C., as more fully set forth in the Assignment attached hereto as Exhibit "D" and incorporated herein by this reference.

2. Ron George by these presents also assigns and sets over to Interphase Corporation all of his 10% interests in the said First Trust Deed Note and his right to collect his costs and his interest in an agency agreement to Interphase Corporation.

3. The parties hereto hereby release Ron George with respect to any duty he had or may have had to collect and enforce the said First Trust Deed Note pursuant to his agency agreement, in consideration of his assignment of the related Agency Agreement and his rights to a ten percent interest and his rights to be reimbursed for costs to Interphase Corporation and the assumption by Interphase Corporation of all such duties and responsibilities to enforce and collect all amounts due under the terms of the said First Trust Deed Note.

4. In consideration of the aforesaid assignment of George's interests, rights and obligations to Interphase Corporation, Interphase by these presents hereby agrees to assume and does assume the duty and responsibility to use its best efforts to enforce and collect the amounts due with respect to the First Trust Deed Note on behalf of Resource Technics, L.C.

5. The parties hereto hereby ratify and adopt the Articles of Organization of Resource Technics, L.C. in the form as attached hereto as Exhibit "B" and adopt and agree to be bound by the Operating Agreement of Resource Technics, L.C. in the form as attached hereto as Exhibit "C" and agree to affix their signatures thereto in acknowledgment of this acceptance.

6. The parties hereto hereby appoint Investigold Ventures, L.C. to act as the Managing Agent of Resource Technics, L.C. and authorize and direct Investigold Ventures, L.C. to file the said Articles of Organization with the Secretary of State of Nevada.

7. Investigold Ventures, L.C. by these presents hereby accepts the appointment to act as the Managing Agent of Resource Technics, L.C. (Exhibit "B") and to abide by and enforce the provisions of the Operating Agreement of Resource Technics, L.C. (Exhibit "C") and to issue the shares of distributable interest as provided for in the said Articles of

Organization and Operating Agreement in the following amounts and proportions, subject to the prior 10% interest of Ronald George as now held by Interphase Corporation and costs to wit:

Interphase Corporation	72,900 shares
Dr. Masunaga	3,600 shares
Investigold Ventures, L.C.	3,600 shares
Mid Ohio Securities (Keller)	9,900 shares


The parties agree that they retain any and all distributable rights as set forth in the Agreement attached hereto as Exhibit "A" which are incorporated herein as though full set forth.

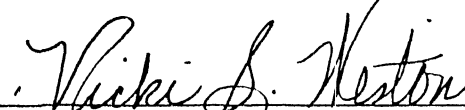
Any compilation of faxed counterparts shall constitute a completed agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

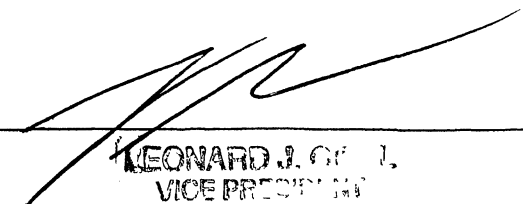
Investigold Ventures, L.C.


Interphase Corporation

By 
Dr. Gene Richards

By 
(Hereunto duly authorized)

Mid Ohio Securities Corp. FBO Ivan Keller

By 
LEONARD J. GEORGE
VICE PRESIDENT


Dr. Harold Masunaga

With respect to release of interest and assignments of interests only

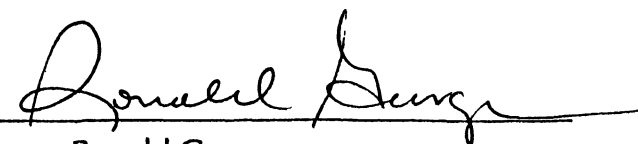

Ronald George

EXHIBIT “B”

MAY 13 1993

ARTICLES OF INCORPORATION

OF

CHERYL A. LAU SECRETARY OF STATE

INTERPHASE CORPORATION

No. 5602-93

We the undersigned natural persons of the age of twenty-one (21) years or more, acting as incorporators of a corporation, hereinafter referred to as the "Corporation", under the provisions of the Nevada Revised Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is

INTERPHASE CORPORATION

(a close corporation - limited to 30 shareholders)

ARTICLE II

Period of Duration

The period of duration of the Corporation is perpetual.

ARTICLE III

Purposes

The purposes for which this corporation is organized and its pursuits and business are as follows:

- (a) To engage in any lawful activity, subject to express limitations if any.
- (b) To acquire, hold, sell, hypothecate, and deal in shares of stock, bonds and obligations of public and private corporations, whether foreign or domestic, and while the owners thereof, to exercise all right and privileges of ownership, including the right to vote, and, subject to the provisions of law, to purchase and otherwise acquire, hold and re-issue the shares of capital stock of this corporation.

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- (c) To acquire, conduct, manage , operate and control as officers or directors any other corporation, co-partnership or association of which any bonds or securities, or evidences of indebtedness are held by this corporation, whether the some be in the State of Nevada or elsewhere on the earth.
- (d) To acquire the good will rights and property, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, or stock in this company, its bonds, or otherwise; to hold or in any manner dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all i the powers necessary or convenient in and about the conduct and management of such business .
- (e) To borrow money and give security therefor; to loan money and take security therefor .
- (f) To acquire by grant, purchase, or otherwise, any property, privilege or franchise f rom any government or other authority , individual, municipality, or other wise , and to perform and fulfill the conditions thereof
- (g) To issue bonds, debentures, and evidences of indebtedness of all kinds to any amount authorized by law for the purpose of obtaining funds for corporate purposes and to secure the payment of the same by pledge, mortgage or deed of trust upon the whole or any part of the real or personal property of the company at any time held by it.
- (h) To sell and otherwise dispose of any bonds debentures or other obligations in such manner and upon such terms as the Board of Directors may deem proper.
- (i) To engage in the business of mining coal, ores, and all other minerals, and in connection therewith, but without limiting the generality thereof; to explore, prospect, test, and drill for coal, ores, and other minerals; to mine, wash or otherwise prepare the same for market; and to dispose of the same at wholesale or retail; to operate farms, ranches, real estate areas, reservoirs, shaft strip mines, reduction and washing plants, mills, smelters, refineries, tipples, highways, and other installations for the production of coal, ores, and other minerals, to operate both public and private facilities for the transportation and distribution of coal, ores, and other minerals, including, but without limiting the generality thereof, storage yards and tanks, elevators, freight cars, barges, trucks, sales offices and other similar facilities.

(j) To manufacture, purchase or otherwise acquire, hold, mortgage, pledge, sell, and assign, transfer, or otherwise dispose of, to invest, trade, deal in and deal with, goods, wares, and merchandise and real or personal property of every class and description.

(k) To conduct its business in any of the states or territories of the United States and to maintain such offices as may be necessary for the proper continuance of the business; to buy, (acquire option to), sell, own, hold, lease, mortgage, or otherwise acquire and dispose of real and personal property wherever situated.

(l) To do all business that has any relation to the foregoing as well as everything necessary, suitable, or proper for the accomplishment of any of the purposes herein enumerated, or which may at any time appear conducive to or expedient for the protection or benefit of this corporation, and to do such acts as fully and to the same extent as a natural person might or could do as principals, agents, directors, trustees, or otherwise, either alone or in conjunction with any other person, association or corporation.

ARTICLE IV

Authorized Shares

1. Number. The aggregate number of shares which the Corporation shall have authority to issue is One Hundred thousand capital stock with a par value of \$1.00 per share.

2. Stated Capital. The par value of all shares of capital stock of the Corporation that have been issued shall be the stated capital of the Corporation at any particular time.

3. Dividends. The holders of the capital stock shall be entitled to receive, when and as declared by the Board of Directors, out of the unreserved and unrestricted surplus of the Corporation, as defined in the applicable Acts of the State of Nevada, dividends payable either in cash or in property.

4. No Shares Issued in Series. The Corporation is not authorized to issue shares in series.

5. The parties hereto have subscribed for and do hereby subscribe for capital stock of this corporation, as follows:

<i>Name</i>	<i>Share Amount</i>
Vicki S. Weston	6,000
Paige S. Weston	500
Wade S. Weston	500
Ty S. Weston	500
Brooke S. Weston	500
Vicki S. Weston as trustee for Drew S. Weston, Hayley S. Weston, Piper S. Weston and Steele S. Weston.	2,000

All shares issued have been paid for in cash, or negotiable securities, or in exchange for property and the shares initially issued are issued in consideration of a contract with The Parent Teacher Connection, a Utah business, providing franchise rights to market the products of the Parent Teacher Connection in the State of Nevada.

ARTICLE V

Preemptive Rights

The holders from time to time of the capital shares of the Corporation shall have the preemptive right to purchase, at such respective equitable prices, terms and conditions as shall be fixed by the Board of Directors, such of the shares of the Corporation as may be issued, from time to time, whether such additional shares constitute a part of the shares presently or subsequently authorized or constitute shares held in the treasury of the Corporation, and shall be exercised in the respective ratio which the number of shares held by each shareholder at the time of such issue bears to the total number of shares outstanding in the names of all shareholders at such time. This article may be amended by the majority vote of the holders of all stock of the Corporation which has been issued and is outstanding without the need to amend these articles so long as the vote is set forth in a writing signed by the said stockholders.

ARTICLE VI

Provision for the Regulation of Internal Affairs

1. Management. The officers of this corporation shall consist of a Board of not less than three (3) nor more than eight (8) directors, out of whom shall be elected by the Board of Directors a president and one or more vice-presidents, as the Board of Directors may see fit. In addition, there shall be a secretary and a treasurer, who may or may not be members of the Board of Directors. The same person may hold two or more offices. The Board of Directors shall be elected by the stockholders at the annual stockholders' meeting, and at the first meeting of the Board of Directors thereafter, the said Board of Directors shall appoint a president, a vice-president or vice-presidents, a secretary and a treasurer. All officers and directors shall hold office for the term of one year and until their successors shall have been elected and qualified. In the event of vacancies on the Board of Directors, those remaining may appoint temporary directors to function as directors until the next annual stockholders' meeting and until their successors are duly elected and qualified. Officers and directors may resign and are subject to removal in the manner provided by law.

The personal liability of a director or officer of the corporation to the corporation or its stockholders shall be limited to damages for breach of fiduciary duty as a director or officer, but this provision will not eliminate or limit the liability of a director or officer for acts or omissions which involve intentional misconduct, fraud or a knowing violation of law, or the payment of dividends in violation of Nevada Revised Statute 78.300.

Until the first annual meeting of the stockholders and until the election and qualification of their successors, the following persons shall be the officers of this corporation:

<i>Name</i>	<i>Office</i>
W. David Weston	President and Director
Wade Weston	Vice-President and Director
Paige Weston	Vice-President and Director
Ty Weston	Director, Secretary, and Treasurer

The Board shall have power to create such other offices and positions as, in their judgment, may be necessary or advisable for conducting the business of the corporation. The officers shall have the duties and responsibilities that shall be outlined by the By-Laws of the corporation, in the event ByLaws are adopted by the corporation; and in the absence of ByLaws, they shall have such duties and responsibilities as shall be assigned to them by the Board of Directors. The president of the corporation shall be the presiding officer of and shall preside at all meetings of the officers and of the stockholders and directors .

2. Contract of Officers. No contract or other transaction between this corporation and any other corporation shall be affected or invalidated by the fact that any director of this corporation is interested in, or is a director or officer of such other corporation, and any director or directors, individually or jointly, may be a party or parties to or may be interested in any contract or transaction of this corporation, or in which this corporation is interested; and no contract, act, or transaction of this corporation with any person, firm or corporation shall be affected or invalidated by the fact that any director of this corporation is a party to or interested in such contract or transaction Any person who may become a director of this corporation is hereby relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of himself or any firm, association or corporation in which he may be in any way interested.

3. Meeting of Shareholders. Meetings of the shareholders of the Corporation may be held at such place, either within or without the State of Nevada, as may be provided in the Code of Bylaws . In the absence of any such provision, all meetings shall be held at the registered office of the Corporation.

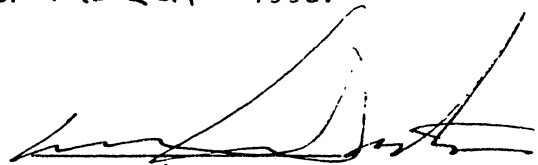
4. Directors Meetings. A majority of the Board of Directors shall constitute a quorum , and when so constituted , the Board shall be authorized to transact the business of and exercise the powers of this corporation , provided that three (3) days' previous notice of the time and place of the meeting shall have been given to the entire Board of Directors, unless such notice be waived. Notice of directors' meeting shall be as provided by the By-Laws or by statute, and may be given verbally, in person, or in writing by mail or personal delivery If by mail , deposit in the mails with sufficient postage must

ARTICLE IX

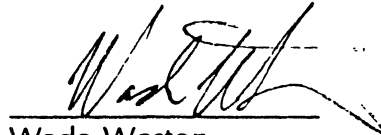
Restrictions on Stock Transfer

No capital stock in this Corporation shall be transferred to any person who is not already a shareholder unless the stock shall have been first offered for sale to each of the other shareholders of this Corporation at the same price and on the same terms as would govern a transfer to a person not a shareholder. The writing shall set forth price and terms and shall be sent by registered mail to each shareholder at the address listed on the corporate books. The right to transfer the stock to a person not a shareholder shall not exist until all existing shareholders refuse the offer made as provided above , or until they fail for a period of thirty (30) days after receiving the written offer to accept the same by compliance with the terms therein set forth . Regulations as to the formality and procedure to be followed in effecting the transfer shall be prescribed in the Code of By laws of this Corporation

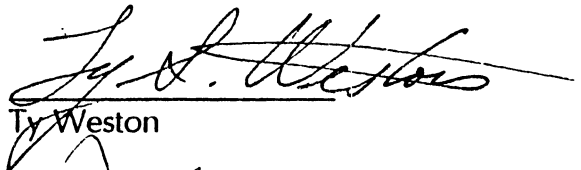
EXECUTED this 1st day of MARCH 1993.



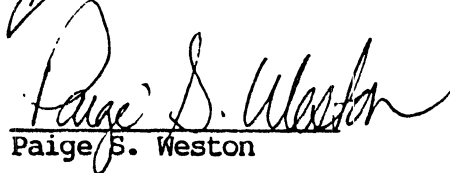
W. David Weston



Wade Weston



Ty Weston



Paige S. Weston

Interphase Corporation
Board of Directors Meeting
Shareholders Meeting
December 27, 2000
4388 Inverary Drive # 10
Salt Lake City, Utah

The Shareholders of Interphase Corporation, namely, Vicki Weston, Paige Weston, Ty Weston, Drew Weston, Piper Weston and Steele Weston (Absent were Wade Weston, Brooke Brockbank and Hayley Escue) and the board of Directors of Interphase Corporation, namely Drew Weston, Paige Weston, Ty Weston and W. David Weston, being present, hereby waive notice of meeting and upon convening both as Stockholders and as a board of directors conducted the following business.

Upon Resolution duly made seconded and unanimously carried it was:

Resolved: that the officers of the Corporation elected for the year 2001 be and the same are:

W. David Weston, President, Treasurer
Drew Darrington, Secretary

Resolved: That the corporation commence an action to quiet title with respect to certain unpatented placer claims located in Millard County, Utah as found on the books and records of the Kaolmag, Shalecrete and Galaxy and Silver and Crystal partnerships, and to do so on its own behalf and on behalf of the said partnerships in which Interphase has a majority interest. A copy of the complaint with respect to such matters as presented be made a part of these minutes and incorporated herein by this reference.

Further Resolved: That the corporation retain Delano S. Findlay pursuant to the Engagement Letter attached hereto and made a part hereof as necessary to prosecute the aforesaid action and authorize and Direct its Secretary Drew Darrington to execute the said Engagement Letter as the act and deed of this Corporation.

Further Resolved: The acts and actions taken by the officers of this company for the year 2000 with respect to this corporation, and the interests of this corporation in Resource Technics, L.C. and HMI Lenders L.C. and the above referenced mining partnerships are hereby reviewed and approved.

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There being no further business to come before the Board of Directors, upon motion made and seconded the meeting was adjourned.

Respectfully submitted

Drew Darrington
Drew Darrington, Secretary.

Approved:

Page 2. Larsen

Cyril J. Darrington

Vickie S. Norton

Lydia Allen

[Signature]

Drew Darrington



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code

FILED

SEP 06 2000

Utah Div. Of Corp. & Comm. Code

File Number: _____

Check Here If:	Non-Refundable Fee:
<input checked="" type="checkbox"/> Qualify	\$50.00
<input type="checkbox"/> *Re-Qualify	\$50.00

Application for Certificate of Authority for a Foreign Profit Corporation

INTERPHASE CORPORATION

Exact Corporate Name

- A corporation of the state of Nevada, incorporated 13th day of May, 201993
- The corporations period of duration is Perpetual (usually perpetual).
- The address of the corporation's principal office is
3804 Highland Drive #8 Salt Lake City, Utah 84106
Street Address City State Zip
- The Registered Agent in Utah is Drew Darrington
The street address of the registered office in Utah is
2182 Wyoming Street Salt Lake City, Utah 84109
Street Address City State Zip
- I, Drew Darrington, agree to serve as a registered agent for the above-mentioned foreign corporation. Signature of Registered Agent (Required) Drew S. Weston Darrington
- The business purposes to be pursued in Utah are Ownership of property - Management Services
- The corporation commenced or intends to commence business in Utah on January 1, 2000
- The names and addresses of the corporation's officers and directors are

Name	Address	City	State	Zip
President <u>W. David Weston</u>	<u>4388 Inverary Drive #10</u>	<u>Salt Lake City,</u>	<u>Utah</u>	<u>84124</u>
Vice-President _____	_____	_____	_____	_____
Secretary <u>Drew Darrington,</u>	<u>2182 Wyoming Street</u>	<u>Salt Lake City,</u>	<u>Utah</u>	<u>84109</u>
Treasurer <u>W. David Weston</u>	<u>4388 Inverary Drive # 10</u>	<u>Salt Lake City,</u>	<u>Utah</u>	<u>84124</u>
Director <u>Paige Larsen,</u>	<u>2002 Red Cloud Rd,</u>	<u>Longmont,</u>	<u>Colorado</u>	<u>80501</u>
Director <u>Drew Darrington,</u>	<u>2182 Wyoming Street</u>	<u>Salt Lake City,</u>	<u>Utah</u>	<u>84109</u>
Director <u>Ty Weston,</u>	<u>9095 Renoir Drive.</u>	<u>Littleton</u>	<u>Colorado</u>	<u>80126</u>
- A certification of Good Standing/Existence from the State of Incorporation dated no earlier than ninety (90) days prior to filing with this office is attached to this application
- *A Certificate of Good Standing from the Utah State Tax Commission is attached to this application
- The assumed business name (DBA), if the name of the corporation is not available in Utah
Interphase Corporation (Please refer to (U.C.A. 16-10a-1506).)

Under penalties of perjury, I declare that this application for Certificate of Authority has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

BY: Drew S. Weston Darrington Secretary DATE: _____
Corporate Officer

File in duplicate.

FREE! You may visit our Web Site to access this document and other information.

Mail In: 160 East 300 South, 2nd FL, Box 146705
Salt Lake City, UT 84114-6705
Walk In: 160 East 300 South, Main Floor
Service Center: (801) 530-4849
Toll Free Number: (877) 526-3994 (Utah Residents)
Fax: (801) 530-6111
Web Site: <http://www.commerce.state.ut.us>

EXHIBIT "C"

OPERATING AGREEMENT
of
INVESTIGOLD VENTURES L.C.
a Limited Liability Company (LLC)

Organized Under the Laws of the State of Utah

This Operating Agreement of Investigold Ventures, L.C., made and entered into as of the, 14TH day of July, 1997, by the members ("Shareowners") of the Limited Liability Company who's names are set forth on Exhibit "A" appended hereto:

In consideration of the mutual covenants herein, the Parties ("Subscribers") hereby become Shareowners of Investigold Ventures, L.C. a Limited Liability Company upon the following terms and conditions:

PREAMBLE

A member or shareowner of the Company is a person holding a right to distributions from Investigold Ventures, L.C.. Rights to distributions of both income or principal shall be evidenced by a share certificate having a par value of \$5.00. The Company may sell or exchange such shares to such persons, for such sums or other consideration, and on such terms, as the Board of Governors of the Company deem expedient and/or appropriate, subject to the terms of this agreement; and the Manager shall issue or cause to be issued to subscribers for or purchasers of such shares, share certificates ("Certificate") which shall be personal property and shall entitle the owners thereof to participate in all distributions of income or principal in the proportion which the number of shares of each owner bears to the total number of shares issued and outstanding. To initiate the Company it is acknowledged that W. David Weston and Ronald S. George have each been issued one share for all such services.

ARTICLE I
DEFINITIONS

As used in this Operating Agreement:

1.1. "Agreement" means this Operating Agreement.

1.2. "Assignee" means a person who has been assigned a Shareowner's interest.

1.3. "Assigning Shareowner" means a Shareowner who has assigned his or her membership interest.

1.4. "Capital Accounts," upon a dissolution event as determined in this Agreement, capital is determined as of the date of the dissolution event. If capital accounts are determined and maintained through the date of the dissolution event in accordance with the capital accounting rules of §1.704-1(b)(2)(iv) of the *Income Tax Regulations*, then capital determined as of the date of the dissolution event represents the capital account balances determined on that date.

1.5. "Distributions" means any cash dispersed to the Shareowners from cash available for dispersion.

1.6. "Net income" means the net income of the Limited Liability Company computed in accordance with generally accepted accounting principles for federal income taxes under the Internal Revenue Code.

1.7. "Notice" (1). A writing, delivered by first class mail, addressed to the last address known to the sender; or (2). A writing, delivered to the recipient in person.

1.8. "Person" means any individual, partnership, joint venture, association, corporation, limited liability company, or trust.

1.9. "Property" means anything of value.

1.10. "Profits" profits are determined and allocated based on any reasonable estimate of profits from the date of the profit determination event, taking into account present and future allocations of profits under the Company agreement that is in effect as of the date of the event.

1.11. "Company" means Investigold Ventures, L.C., to which those who subscribe to this agreement become Shareowners.

1.12. "State" means the state of Utah, unless indicated otherwise.

1.13. "Majority," with respect to Shareowners, unless otherwise specified in this Agreement, means those persons who own more than fifty (50) percent of the capital of Investigold Ventures, L.C. as determined under this agreement.

1.14. "Majority," with respect to the Board of Governors, means those members of the Board of Governors who consist of more than fifty (50) percent of the managing members.

1.15. "Majority in interest," means Shareowners owning a majority of the profits and capital interest in the Company. For the purposes of defining majority in interest in this Agreement Rev Procedure 94-46, 1994-28 I.R.B. 12, pertaining to majority of interest, shall control.

1.16. "General Manager", shall mean W. David Weston unless he has been disqualified and/or has resigned pursuant to the terms of this agreement.

ARTICLE II ADOPTION OF ARTICLES AND BUSINESS OFFICE

2.1. The Parties hereby acknowledge and adopt the formation of Investigold Ventures as a Limited Liability Company pursuant to the Limited Liability Company Act of the State of Utah.

2.2. The principal place of business of Investigold Ventures, L.C. shall be at 3804 Highland Dr. Suite # 5, Salt Lake City, Utah or at such other place as the Company's Board of Governors may from time to time designate.

ARTICLE III SHAREOWNERS' MEETINGS

3.1 Annual Meeting. The annual meeting of the shareowners of the Company shall be held at such place within or without the State of Utah as shall be set forth in compliance with this operating agreement. The meeting will be held the third Tuesday in January of each year beginning with the year 1996, at the hour of 3 o'clock p.m. If such day is a legal holiday, the meeting shall be the next business day. This meeting shall be for the election of governors and for the transaction of such other business as may properly

come before it.

3.2 Special Meetings. Special meetings of the shareowners, other than those regulated by statute, may be called at any time by the General Manager, or a majority of the Board of Governors, and must be called by the General Manager upon the written request of the record holders of not less than 10% of the issued and outstanding shares of ownership entitled to vote at such special meeting. Written notice of such meeting stating the place, the date and the hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each owner of record in the same manner as notice of the annual meeting. No business other than what is set forth in the Notice shall be transacted at such special meeting.

3.3 Notice of Shareowners' Meeting. The Secretary shall give written notice stating the place, day and hour of the meeting, and in the case of a special meeting the purpose or purposes for which the meeting is called, which shall be delivered not less than ten nor more than fifty days before the day of the meeting, either personally or by mail

3.4 Place of Meeting. The Board of Governors may designate any place, either within or without the State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Governors. A waiver of notice signed by all shareowners entitled to vote at a meeting may designate any place, either within or without the State of Utah, as the place for holding such meeting. If no designation is made, or if a special meeting be otherwise called, the place of the meeting shall be at the principal office of the Company.

3.6 Quorum. A majority of the outstanding shares of ownership of the Company entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareowners. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.7 Voting. An owner of a right to any distributions evidenced by a share certificate shall be entitled to vote at a meeting and may vote at such meeting in person or

by proxy. Every owner of a right to any distributions shall be entitled to one vote for each share standing in his name on the record of shareowners. Except as herein provided, all company action shall be determined by a majority of the votes cast at a meeting of shareowners by the holders of shares entitled to vote thereon.

3.8 Proxies. At all meetings of shareowners, a Shareowner may vote in person or by proxy executed in writing by the Shareowner or his duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the Company before or at the time of meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

3.9 Informal Action by Shareowners. Any action required to be taken at a meeting of the shareowners, or any action which may be taken at a meeting of the shareowners, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the Shareowners entitled to vote with respect to the subject matter thereof.

ARTICLE IV BOARD OF GOVERNORS

4.1 General Powers. The business and affairs of the Company shall be managed under the direction of its Board of Governors. The Board of Governors may adopt such rules and regulations for the conduct of their meetings and the management of the Company as they deem proper.

4.2 Number, Tenure and Qualifications. The number of governors for the initial Board of Governors of the Company shall be three. Each governor shall hold office until the next annual meeting of Shareowners or until his successor shall have been elected and qualified. Board of Governors need not be Shareowners or residents of the State of Utah.

4.3 Regular Meetings. A regular meeting of the Board of Governors shall be held without other notice than this section, immediately following after and at the same place as the annual meeting of Shareowners. The Board of Governors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than this resolution.

4.4 Special Meetings. Special meetings of the Board of Governors may be called by order of the General Manager, or by one-third of the Board of Governors. The Secretary shall give notice of the time, place, and purpose or purposes of each special meeting by mailing the same at least two days before the meeting or by telephoning or telegraphing the same at least one day before the meeting to each member of the Board of Governors.

4.5 Manner of Acting. At all meetings of the Board of Governors, each governor shall have one vote. The act of the majority present shall be the act of the Board of Governors, provided a quorum is present. Any action required to be taken, or which may be taken, at a meeting of the Board of Governors may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Board of Governors. The Board of Governors may conduct a meeting by means of a conference telephone or any similar means of communications equipment by which all persons participating in the meeting can hear each other.

4.6 Vacancies. A vacancy in the Board of Governors shall be deemed to exist in case of a death, resignation or removal of any governor, or if the shareowners fail at any meeting of the Shareowners at which governors are to be elected, to elect the full authorized number to be elected at that meeting.

4.7 Resignations. A governor may resign at any time by giving written notification thereof to the General Manager or Secretary of the which resignation shall upon the tenth day be deemed accepted.

4.8 Presumption of Assent. A governor of the Company who is present at a meeting of the Board of Governors at which action on any company matter is taken shall be presumed to have assented to the action unless his dissent shall be entered in the minutes of the meeting.

4.9 Compensation. By resolution of the Board of Governors, the Board of Governors may be paid their expenses, if any, of attendance at each meeting of the Board of Governors, and may be paid a fixed sum for attendance at each meeting of the Board of Governors not to exceed \$50.00. No such compensation shall preclude a governor from serving the Company in any other capacity and receiving compensation therefor.

4.10 Chairman. The Chairman of the Board of Governors who shall preside at all

meetings of the Board of Governors, and shall perform such other duties as may be prescribed from time to time by the Board of Governors shall be the General Manager of the Company.

ARTICLE V OFFICERS

5.1 Number. The officers of the Company shall be a general manager and a secretary/ treasurer. The general manager of the company shall be W. David Weston, until he resigns or is otherwise replaced as provided for by this Agreement. The Secretary/treasurer, or in the event Mr. Weston shall cease to be the Manager, and in that event the successor manager(s), shall be elected/appointed by a majority of the Board of Governors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Governors. Officers may or may not be a member of the Board of Governors and need not be a shareowner of the Company.

5.2 Election and Term of Office. The secretary/treasurer, or in the event Mr. Weston ceases to be the manager, the successor manager(s), are to be elected/appointed by the Board of Governors at the first meeting of the Board of Governors held after each annual meeting of the Shareowners. If the election/appointment of officers is not held at such meeting, such election/appointment shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

5.3 Resignations. Any officer may resign at any time by delivering a written resignation either to the General Manager or to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

5.4 Removal. Any officer or agent may be removed by the Board of Governors whenever in its judgment the best interests of the Company will be served thereby, but, notwithstanding anything herein to the contrary, Mr. Weston may only be removed as General Manager for malfeasance or dereliction of duty. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create or imply contract rights. Any such removal shall require a majority vote of the Board of Governors, exclusive of the officer in question

if he is also a governor.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, or if a new office shall be created, may be filled by the Board of Governors for the unexpired portion of the term.

5.6 General Manager. The General Manager shall be the chief manager of the Company and shall have general and active supervision over the property, business, and affairs of the Company. He shall preside at all meetings. He may sign, execute and deliver in the name of the Company powers of attorney, contracts, bonds and other obligations and shall perform such other duties as may be prescribed from time to time by the Board of Governors or by this Operating agreement.

5.7. The General Manager and Secretary/Treasurer shall devote such time, attention and care to the affairs of the of Company as is reasonable and prudent.

5.8 Secretary/Treasurer. The secretary/treasurer shall keep minutes of all meetings of Shareowners and of the Board of Governors and shall cause notice to be given of meetings of Shareowners and of the Board of Governors. The secretary/treasurer shall have charge of the records, documents and papers of the Company not pertaining to the performance of duties vested in the General Manager. The secretary/treasurer shall have general custody of the collection and disbursement of funds of the Company. The secretary/treasurer may endorse on behalf of the Company for collection checks, notes, and other obligations, and shall deposit the same to the credit of the Company in such bank or banks or depositories as the Board of Governors may designate. The secretary/treasurer may sign, with the General Manager, or such other persons as may be designated for that purpose by the Board of Governors, all bills of exchange or promissory notes of the Company. The treasurer shall enter or cause to be entered regularly in the books of the Company full and accurate accounts of all monies received and paid on account of the Company; shall at all reasonable times exhibit the Companies books and accounts to any governor of the Company during business hours; and, whenever required by the Board of Governors or the General Manager, shall render a statement of his accounts. The secretary/treasurer may sign or execute contracts with the General Manager.

5.9 Loans. No loan or advances shall be contracted on behalf of the Company, no

negotiable paper or other evidence of its obligation under any loan or advance shall be issued in its name, and no property of the Company shall be mortgaged, pledged, hypothecated or transferred as security for the payment of any loan, advance, indebtedness or liability of the Company unless and except as authorized by the Board of Governors. Any such authorization may be general or confined to specific instances.

5.10 Salaries. The compensation of the officer/managers of the Company, if any, shall be fixed from time to time by the Board of Governors. No officer shall be prevented from receiving any such salary or compensation by reason of the fact that he is also a member of the Board of Governors of the Company. The compensation of W. David Weston as the general manager is hereby fixed as 15% of all amounts available for disbursement or distribution after all shareowners have first received a return of their initial capital investment plus 20%. Mr. Weston shall serve as the General Manager until the happening of one of the following events: (A). Mr. Weston is removed by a unanimous vote of the Shareowners, (B). Upon the expiration of the Company as required by law, (C). Mr. Weston withdraws as General Manager; or (D). His death or incompetence.

5.11 Deposits and Checks. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Board of Governors may select, or as may be selected by the general manager. All notes, drafts, acceptances, checks, endorsements and evidences of indebtedness of the Company shall be signed by the General Manager or the General Manager and Secretary/Treasurer as the Board of Governors may from time to time determine.

ARTICLE VI MANAGER RESTRICTIONS

6.1. No Manager shall, without the consent of a majority of the Board of Governors, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the Company. No Manager shall, except with the consent of a majority of the Board of Governors, mortgage, grant a security interest in any of the Company Capital assets or property, or do any act detrimental to the best interests of the Company or which would make it impossible to carry on the ordinary purposes of the Company.

ARTICLE VII
BOOKS, RECORDS AND ACCOUNTING

7.1. Accounting Year. The Company's fiscal year shall commence on January 1st of each year and shall end on December 31st of each year.

7.2. Method of Accounting. The Company shall maintain its accounting records in accordance with generally accepted accounting principles and shall report for income tax purposes on the cash basis.

7.3. Books and Records. The General Manager shall maintain the books and records of the Company at the principal place of business. Each Shareowner shall have access to such books and records and shall be entitled to examine them at any time during the Company's ordinary business hours.

7.4. Annual Statements. At the end of the year, the Secretary/Treasurer shall cause the preparation of a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. No later than ninety (90) days from the end of the fiscal year, provide each Shareowner a report of business and operations of the Company. The report shall contain a copy of the balance sheet and statement of operations shall be delivered to each Shareowner as soon as it is available. The report shall contain a financial report showing the Company's profit or loss for the year and the allocation thereof among the Shareowners, together with the applicable tax information of the Company. Copies of all income tax returns filed by the Company also shall be furnished to all Shareowners.

Each Shareowner shall be deemed to have waived all objections to any transaction or other facts about the operation of the Company disclosed in the balance sheet, statement of operations and income tax returns unless he or she shall have notified the Manager in writing of his or her objections within sixty (60) days of the date on which each such document is mailed.

7.5. The Manager shall maintain at the principal place of business:

A. A current list in alphabetical order of the full name and last known business street address of each Shareowner;

B. A copy of the stamped Articles of Organization and all Certificates of Amendment to them, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed:

C. Copies of the Company's federal, state, and local income tax returns and reports, for the three most recent years;

D. A copy of the Company's Operating Agreement.

E. Within sixty (60) days of the admission, withdrawal, or expulsion of any Shareowner, the then existing Manager shall amend the list of members kept at the principal place of business of the Company to reflect the change in the:

1. Name;

2. Address;

3 Contribution; and

4. Member's share of the Company's profits or losses.

ARTICLE VIII

LIABILITY AND STANDARD OF CARE OF SHAREOWNERS

8.1. No shareowner or officer exercising ordinary business judgment shall be liable, responsible or accountable in damages or otherwise to the Company or any Shareowner for any act or failure to act on behalf of the Company within the scope of the authority conferred on the Shareowners or officers by this Agreement or by law unless such act or omission was performed or omitted fraudulently or in bad faith or constituted wanton and willful misconduct, deceit or a wrongful taking.

ARTICLE IX

EVIDENCE OF DISTRIBUTABLE INTERESTS

9.1 Certificate of Share. The right to distributions of the Company (ownership) shall

be represented by certificates prepared under direction of the Board of Governors and signed by the General Manager, and by the Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and the date of issue, shall be entered on the records of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Company as the Board of Governors may prescribe.

9.2 Transfer of Shares. Transfer of shares of the Company shall be made only on the books of the Company kept for the purpose by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Company, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Company shall be deemed by the Company to be the owner thereof for all purposes.

9.4 Lost or Destroyed Certificates. The Company may issue a new certificate to replace any certificate theretofore issued by it that is alleged to have been lost or destroyed.

9.5 Consideration for Shares. The share certificates shall be issued for such consideration, but not less than one share equal to five dollars (\$5.00) of capital contribution. In the absence of fraud, the determination of the Board of Governors as to the value of any property or services received in full or partial payment of shares shall be conclusive.

9.6 Registered Shareowners. The Company shall be entitled to treat the holder of record of any share as the holder thereof in fact, and shall not be bound to recognize any equitable or other claim to such shares.

ARTICLE X INCOMPETENCE OR DEATH OF A MEMBER

10.1. The legal representative of a deceased or incompetent shareowner or, in the case of a Shareowner that is a person other than an individual, the legal representative of a dissolved or terminated Shareowner has:

- A. All the rights of the member for the purpose of settling or administering the Shareowner's property;
- B. Power to assign the Shareowner's interest in accordance with this Agreement.
- C. Power to give an assignee the right to become an additional Shareowner under this Agreement.

ARTICLE XI AMENDMENTS

This operating agreement may be altered, amended, repealed, or added to by the affirmative vote of a majority of the Shareowners (i.e. the holders of a majority of the shares) entitled to vote in the election of any governor at an annual meeting or at a special meeting called for that purpose, provided that a written notice shall have been sent to each Shareowner of record entitled to vote at such meetings at least ten days before the date of such annual or special meeting, which notice shall state the alterations, amendments, additions, or changes which are proposed to be made to this Operating agreement. Only such changes shall be made as have been specified in the notice.

ARTICLE XII FISCAL YEAR

The fiscal year of the Company shall be fixed and may be varied by resolution of the Board of Governors.

ARTICLE XIII DISTRIBUTIONS DIVISION OF PROFITS AND LOSSES

13.1 The Board of Governors may at any regular or special meeting, as they deem advisable, declare distributions payable out of the surplus of the Company.

13.2. Capital Accounts. Separate capital accounts shall be maintained for each Shareowner. The capital interest of each Shareowner shall consist of all such Shareowner's contributions to the capital of the Company, plus such Shareowner's share of Company profits transferred to capital, less distributions to such Shareowner in reduction of such Shareowner's Company capital, and less such Shareowner's share of Company losses if transferred from such Shareowner's drawing account.

13.3. An individual drawing account shall be maintained for each Shareowner. All withdrawals, other than salaries, made by a Shareowner shall be charged to such Shareowner's drawing account. Each Shareowner's share of profits and losses shall be credited or charged to such Shareowner's drawing account.

A credit balance of a Shareowner's drawing account shall constitute a Company liability to that Shareowner, it shall not constitute a part of such Shareowner's capital account or such Shareowner's interest in the capital of the Company. If, after the net profit or the net loss of the Company for the fiscal year has been determined, a Shareowner's drawing account shows a deficit (a debit balance), whether occasioned by drawings in excess of such Shareowner's share of Company profits or by charging such Shareowner for such Shareowner's share of a Company loss, the deficit shall constitute an obligation of that Shareowner to the Company to the extent of the Shareowner's capital account. However, in no event shall any Shareowner be liable for any amount beyond the balance in such Shareowner's capital account.

13.4. No Shareowner shall be entitled to withdraw or borrow any amount from his capital account without the consent of the Board of Governors.

ARTICLE XIV DISSOLUTION OF THE COMPANY

14.1. The Company is dissolved and its affairs wound up

A. when the period fixed for the duration of the Company set forth in this Agreement expires.

B. by written agreement signed by the majority in interest of Shareowners.

C. by Judicial order from a Court of competent jurisdiction.

14.2. For the purposes of defining majority in interest in this Agreement Rev Procedure 94-46, 1994-28 I.R.B. 12, pertaining to majority of interest, shall control.

14.3. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

A. liabilities to creditors, in the order of priority as provided by law, except those liabilities to Shareowners of the Company on account of their contributions;

B. liabilities to the Shareowners for the credit balance in their capital account which represents contributions to the Company in the form of cash and/or other property but not by way of goodwill;

C. liabilities to the Shareowners for the credit balance in their capital account after payments under paragraphs A and B; and

D. liabilities to Shareowners in respect of their share of profits and other compensation by way of income on their contributions.

14.4. When all debts, liabilities and obligations of the Company have been paid or discharged, or adequate provisions have been made to do so, and all the remaining property and assets of the Company have been distributed to the Shareowners, Articles of Dissolution shall be executed and filed with the Secretary of State in the State under whose laws the Company has been organized or any other person or office as required by State law as prescribed by law.

ADOPTED this 14th day of July, 1997.

A handwritten signature in black ink, appearing to be a stylized name, written over a horizontal line.

Manager, For Board of Governors

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ARTICLES OF ORGANIZATION
of
INVESTIGOLD VENTURES, L.L.C.
a Limited Liability Company (LLC)

State of Utah
Department of Commerce
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been filed
and approved on the 5 day of 8, 1996
in the office of this Division and hereby issue
this Certificate thereof.

Organized Under the Laws of the State of Utah

Examiner

Date



KORLA T. WOODS
Division Director

PREAMBLE

These Articles of Organization of a Limited Liability Company (LLC) (hereinafter called Articles) are made and entered into the date specified at the end hereof under the laws of the State of Utah, by and between the hereinafter named Member(s) and Manager.

ARTICLE I

NAME AND LOCATION

The name of the Limited Liability Company shall be INVESTIGOLD VENTURES, L.C. with the address being 4388 Inverary Drive, Salt Lake City, Utah, 84124.

ARTICLE II

DURATION AND TERMINATION

This company shall continue for a period of ninety-nine (99) years from the date hereof, unless dissolved sooner.

ARTICLE III

PURPOSE

The purpose of the company shall be to develop, purchase or otherwise acquire stock both common and preferred, corporate debentures, patents, patent rights, know-how, technology, property (both real and personal) and to develop, sell, exchange, lease, mortgage, pledge, or in any manner dispose of, encumber or deal with the assets of the company or any part thereof or any interest therein; incur indebtedness, borrow, or loan money with or without security, enter into contracts of all types, execute, accept, discount, negotiate, and deal in commercial paper and evidences of indebtedness, execute conveyances, mortgages, leases, and any other instruments in writing; invest and reinvest funds of the company; open bank

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Utah Div of Com & Comm Code

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accounts and deposit and withdraw to and from the same; compromise or settle any suits, claims or demands, or waive or release any rights, relating to the company's assets or business; appoint and employ officers, agents, attorneys, and servants; act as a holding company or as trustee for other organizations or individuals.

ARTICLE IV

REGISTERED AGENT

The registered agent's name and address is:

W. David Weston
4388 Inverary Drive #10
Salt Lake City, Utah 84124

Registered Agent Acknowledgment:



Authorized Signature

The Division of Corporations and Commercial Code of the Department of Commerce of the States of Utah is hereby appointed the agent of this limited liability company for service of process if the above agent has resigned, the agent's authority has been revoked, or the agent cannot be found or served with the exercise of reasonable diligence.

ARTICLE V

CAPITAL

The capital of this limited liability company shall consist of \$250,000 divided into 250,000 shares or parts, each of them shall be called a share, each of them shall have a par value of \$5.00 and certificates thereof shall be issued to the holders thereof.

ARTICLE VI

MANAGEMENT OF THE COMPANY

The Manager(s) of the company shall carry out all duties and responsibilities necessary to

further the purposes of the company until any successor is duly qualified and elected by the members pursuant to the terms of any Operating Agreement as made by the members. The Manager of the company at its inception to serve until the first meeting of members or until his successor is elected is:

W. David Weston
560 West 1700 South
Salt Lake City, Utah 84115

We, the undersigned, have hereby formed and agreed to the above Articles of Organization this 19th day of August, 1996 at 560 West 1700 South, Salt Lake City, Utah 84115.

Member/Manager:

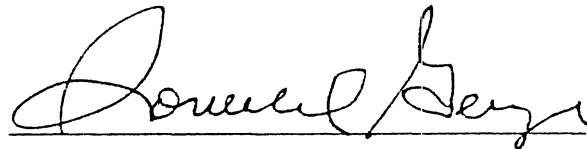


Authorized Signature

Member(s):



W. David Weston



Ronald S. George

EXHIBIT “D”

NOTICE OF ANNUAL MEETING OF MEMBERS
RESOURCE TECHNICS, L.C.

January 3, 2001

PLEASE TAKE NOTICE:

To Members:

Mid Ohio Securities

Dr. Harold Masunaga

Interphase Corporation

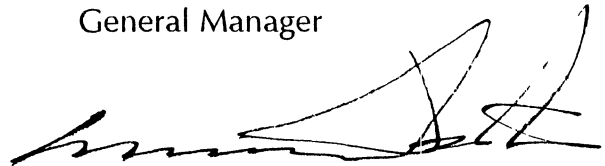
Investigold Ventures L.C.

That the annual meeting of members as prescribed by Article II of the Operating Agreement of Resource Technics, L.L.C. shall be held on January 16, 2001 at the hour of 3:00 p.m. at the offices of the company 3804 Highland Drive # 8, Salt Lake City, Utah.

The purpose of the meeting is to act upon the resignation of Investigold Ventures L.C. as the general manager and to elect as the general manager W. David Weston, until his successor is duly elected and qualified.

Please be advised that W. David Weston has obtained ownership in Resource Technics, LLC so as to qualify him to occupy the position of General Manager.

Resource Technics, L.C.
Investigold Ventures L.C.
General Manager

A handwritten signature in black ink, appearing to read 'W. David Weston', is written over the printed name and title.

By W. David Weston
General Manager of Investigold Ventures.

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Resource Technics L.C.

Minutes of Annual Meeting of Members

Meeting held at 3804 Highland Dr. #8

Salt Lake City, Utah. *January 14, 2001*

at hour of 3:00 p.m.

The members present at the meeting were Interphase Corporation holding a majority of outstanding units, Investigold Ventures and W. David Weston a member holding one unit. A quorum being present the meeting was called to order.

Notice of the meeting was presented and it was attested that the notice had been mailed to all members in accordance with the provisions of the Operating Agreement.

A call for business was made, and upon being duly motioned seconded and unanimously carried it was:

Resolved, that the company accept the resignation of Investigold Ventures L.C. as the general manager effective as of this date.

Further Resolved, that the members be and that W. David Weston be hereby appointed and is appointed to fill the vacancy in the office of manager as occasioned by the resignation of Investigold Ventures, such appointment to be effective as of the day and year first above written.

There being no further business to come before the meeting the meeting was adjourned by unanimous consent.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'W. David Weston', written over a horizontal line.

W. David Weston

General Manager

EXHIBIT “E”

NOTICE OF ANNUAL MEETING OF MEMBERS
RESOURCE TECHNICS, L.L.C.

November 3, 2005

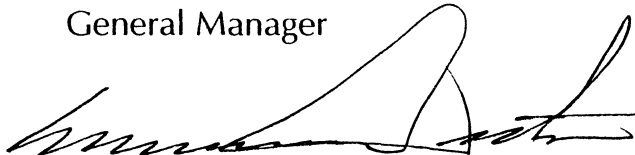
PLEASE TAKE NOTICE:

To Members:
Mid Ohio Securities
Dr. Harold Masunaga
Interphase Corporation
Investigold Ventures L.L.C.

The annual meeting of members as prescribed by Article II of the Operating Agreement of Resource Technics L.L.C. shall be held on November 14, 2005, at the hour of 12:00 a.m. at the offices of the company, 218 W. Paxton Ave. Salt Lake City, Utah.

The purpose of the meeting is to report on the litigations progress in California to execute on the Trust Deed for default of the Trust Deed Note owing by the Walter L. Morrison Estate. Another purpose of the meeting is to direct the reinstatement of Resource Technics, L.L.C. as a Nevada juridical entity and to accept the resignation of W. David Weston as manager and to appoint HMI Lenders, L.C. a Nevada limited liability company as both registered agent and General Manager. HMI Lenders is owned by members the Interphase Company and Dr. Harold Masunaga, and therefore is qualified to act as the General Manager.

Resource Technics L.L.C.
W. David Weston
General Manager

A handwritten signature in black ink, appearing to read 'W. David Weston', is written over a horizontal line.

By W. David Weston

Resource Technics L.L.C.
Minutes of Annual Meeting of Members
Meeting held at 218 W. Paxton Ave.
Salt Lake City, Utah
November 14, 2005
at hour of 12:00 a.m

The members present at the meeting either in person or by proxy and holding a majority of outstanding units, were The Interphase Company, W. David Weston, Investigold Ventures L.L.C., and Dr. Harold Masunaga. A quorum being present the meeting was called to order.

Notice of the meeting was presented and it was attested that the notice had been received by all members in accordance with the provisions of the Operating Agreement.

A report was received respecting the litigation with the Morrison Estate in California.

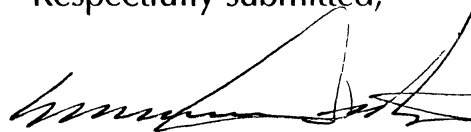
A call for business was made, and upon being duly motioned, seconded and unanimously carried it was:

Resolved, that HMI Lenders, L.L.C., a company owned by The Interphase Company and Dr. Harold Masunaga, be appointed to be the General Manager of the company as well as the Nevada registered agent of the Company, such appointment to be effective immediately.

Further Resolved that the company be reinstated as a juridical entity in the State of Nevada as of the date of last suspension for failure to file an identification of managing member.

There being no further business to come before the meeting it was adjourned by unanimous consent.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. David Weston', is written over a horizontal line.

W. David Weston
General Manager

EXHIBIT “F”

2ND AMENDED CERTIFICATE OF SALE EXECUTION-PERSONAL PROPERTY

GALAXY SILVER & CRYSTAL PARTNERSHIP,
SHALECRETE PARTNERSHIP, KAOLMAG
PARTNERSHIP, VICKI WESTON, INTERPHASE
CORPORATION, a Nevada Corporation, for itself
and as an Assignee of FRANCIS BAKER, KATHY
FACKRELL, SAM CARLSON, LAURIE CARLSON,
TIM SMITH, JOEY SMITH, DOUG SMITH, KATHY
SMITH, MARIAN SMITH, DON SMITH AND TED
ABEYTA

Plaintiffs,

vs.

RICHARD STONE, JASON STONE, LARRY
McCURDY, GERALD L. McCURDY, NELDON
K. ADAIR, TED R. COOK, TERRY MURRAY, GERALD
SCOTT McCURDY, TIMOTHY McCURDY, JONATHAN
R. McCURDY, DAVID McCURDY, JEROME C. GATTO,
UNIQUE MINERALS, INC. a Utah Coporation, and
CAMBRILLIC NATURAL STONE, L.C. a Utah limited
liability company,

Defendants,

Judgment Rendered
January 25, 2006

Execution Issued
July 7, 2006

Property Sold
September 22, 2006

Civil Number
000908154

I, Aaron D. Kennard, Sheriff of Salt Lake County, State of Utah, do hereby certify that under and by virtue of an Execution issued out of the District Court, Salt Lake County, State of Utah, in a certain action lately pending in said Court at the suit of Galaxy Silver & Crystal Partnership, Shalecrete Partnership, Kaolmag Partnership, Vicki Weston, Interphase Corporation, a Nevada Corporation, for itself and as an Assignee of Francis Baker, Kathy Fackrell, Sam Carlson, Laurie Carlson, Tim Smith, Joey Smith, Doug Smith, Kathy Smith, Marian Smith, Don Smith and Ted Abeyta, Plaintiffs, against Richard Stone, Jason Stone, Larry McCurdy, Gerald L. McCurdy, Neldon K. Adair, Ted R. Cook, Terry McCurdy, Jonathan R. McCurdy, David McCurdy, Jerome C. Gatto, Unique Minerals, Inc., a Utah Corporation, and Cambrillic Natural Stone, L.C., a Utah limited liability company, Defendants, attested on the 7th day of July, 2006, by which I was commanded to make the sum of \$1,500,000.00, with interest, costs and Sheriff's fees, amounting in all to the sum of \$1,500,294.00, to satisfy judgment in said action, out of the personal property of said Defendant, if sufficient personal property could be found, all as more fully appears by the said Writ, reference thereto being hereby made.

All right, title, and interest which the debtor had in and to such property on the day the execution or attachment was levied, and any right, title, and interest since acquired, is transferred to the purchaser.

I have caused to be levied on, and on the 22nd day of September, 2006, at 2:00 P.M., of said day at 230 E Broadway St., Salt Lake County, Utah, duly sold at public auction, according to

000089

law, and after due and legal notice, to The Interphase Company, for the sum of \$5,000.00, lawful money of the United States of America, which was the highest bid made and the whole price paid for all the right, title, claim and interest, owned by said Defendant, to said property described as follows, to-wit:

All of the following interests of Dr. Gene Richards as assigned to Jerome Gatto:

Shalecrete Placer Mining Claims

Kaolmag Placer Mining Claims

membership interests in Investigold Ventures, LLC.

All of the membership interests of Jerome C. Gatto in Cambrillic Natural Stone, LLC

DATED at Salt Lake City, Utah, October 24, 2006

AARON D. KENNARD, Sheriff of Salt Lake County, State of Utah

By Kent Mackay
Deputy Sheriff
Docket No. 06-5317



000090

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

JUL 18 2007

SALT LAKE COUNTY, STATE OF UTAH

SALT LAKE COUNTY

By _____ Depu

RESOURCE TECHNICS, L.C., Plaintiff,	ORDER
vs.	Case No. 060920611
GENE M. RICHARDS, RESOURCE CONCEPTS LLC, et al.	Judge Stephen L. Henriod
Defendants.	Date: July __, 2007

This matter came before the Court on plaintiff Resource Technics' motion for declaratory judgment and defendant Interphase Company's motion for leave to amend answer to file a crossclaim and for leave to file a third party complaint. The Court having read all the documents on file, having heard oral arguments, hereby rules as follows.

MOTION FOR DECLARATORY JUDGMENT

Resource Technic ("Resource") requests this Court grant it declaratory judgment stating: 1) Resource is solely managed by HMI Lenders LC ("HMI"), and, 2) Resource is the beneficiary and holds all right in the May 11, 1987 trust deed note made payable by Rex Montis Silver Company to Lynn P. Heward and all beneficiary interest in the trust deed of the same date, securing that note and that defendants Gene M. Richards ("Richards"), Interphase Corporation ("Interphase"), Resource Concepts Inc.,

06092061

Ronald George, Lynn Heward, N. Enos Heward and the N. Enos Heward Trust have no interest in either the trust deed note, trust deed or in the settlement agreement entered by the Walter Morrison Estate and plaintiff.

In support of their motion Resource argues it is solely managed by HMI as established by the affidavit of W. David Weston, HMI's manager. Resource argues defendants: Interphase, Resource Concepts and Ronald George all admitted or affirmed in their answer on file with the Court, that plaintiff has all rights and title to the trust deed and the proceeds of the settlement agreement. Lynn P. Heward, N. Enos Heward and the N. Enos Heward Trust have stipulated that they have no interest in the trust deed or settlement agreement. finally Mr. Richards admitted in his verified answer he has no title or interest in the deed of trust or settlement agreement.

DISCUSSION

This Court has jurisdiction pursuant to Utah Code Ann. §§ 78-27-24 and 78-3-4.

Plaintiff's motion is captioned as one for declaratory judgment, but because plaintiff's complaint alleges as its first cause of action, entitlement to declaratory judgment, and because plaintiff presented matters outside the pleadings in this motion, plaintiffs motion will be treated as one for summary judgment and disposed of as provided in Rule 56.

Summary Judgment "shall be rendered if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." (Ut. R. Civ. Pro. 56(c)). The "court must consider all facts, and all inferences from those facts, in the light most favorable to the nonmoving party." (Goodnow v. Sullivan, 2002 UT 21 ¶ 17). Summary Judgment is appropriate "only when it clearly appears that there is no reasonable probability that the party moved against could prevail." (Snyder v. Merkley, 693 P.2d 64, 65 (1984)).

This Court has jurisdiction to grant declaratory judgment to "declare rights, status, and other legal relations, whether or not further relief is or could be claimed. . . . such declaration shall have the force and effect of a final judgment or decree." (Utah Code Ann. § 78-33-1(1953)). A court may only grant declaratory relief where it will terminate a controversy or remove an uncertainty, and may refuse to render declaratory judgment where it will not affect any uncertainties giving rise to proceedings. (Utah Code Ann. §§ 78-33-5 and 6 (1953)). "[A] party seeking a declaration of rights must show the existence of '(1) a justiciable controversy, (2) parties whose interests are adverse, (3) a legally protectible interest residing with the party seeking relief, and (4) issues ripe for determination.'" (Bd. of Trs. v. Keystone Conversions, LLC, 2004 UT 84,

¶32) (citations omitted)).

The undisputed material facts of this case as set forth in the answers, admissions, and affidavits establish plaintiff's entitlement to summary judgment in its request for declaratory judgment. There is no question this Court's rendering of such judgment will terminate the controversy. Thus the only question before the Court is whether the request for declaratory judgment is ripe for determination

Defendants' various admissions and affirmations confirming are presented in its verified answer, affidavits and the stipulation, and are all properly sworn before the Court.

The sworn affidavit of W. David Weston, the manager of HMI, sets forth that he is the manager of HMI and HMI is the sole manager of resource technics. That he is the manager of HMI is confirmed by the documents printed from the Nevada State Secretary of State website. At oral arguments plaintiffs requested the Court take judicial notice of the documents from Nevada. A "judicially noticed fact must be one not subject to reasonable dispute in that it is either (1) generally known within the territorial jurisdiction of the trial court or (2) capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned." The Court takes judicial notice of the printouts from the Nevada State website, as public documents. However, plaintiffs have not supported or otherwise provided documentation of Mr. Weston's assertions that

HMI is the sole manager of Resource. The Court is not satisfied that these Nevada documents sufficiently establish this fact. Defendant Richards rightly pointed out at oral arguments that this claim is the central claim of this litigation. The Court requests further documentation from the parties on this question before it will grant declaratory judgment on this question.

However, the other documents, stipulation confirming that defendants Lynn P. Heward, N. Enos Heward and the N. Enos Heward Trust have no interest in the trust deed or settlement agreement are properly signed and proffered by counsel Lynn P. Heward to the Court. The Court is also satisfied that defendant Richards has properly admitted in his verified answer that he has no title or interest in the deed of trust or settlement agreement. The court also accepts defendants' Resource Concepts and Ronald George affirmations, which are unverified but such verification is not required in this case, that "plaintiff holds all right and title to the beneficiary interest in the trust deed note dated May 11, 1987" and that "plaintiff owns all he right title and interest in the proceeds of a settlement agreement."

Good cause appearing therefore and based on the pleadings, affidavits and other documents on file, the Court hereby grants plaintiffs request for declaratory judgment and partial summary judgment as to the following:

1. Defendants Gene M. Richards, Interphase Corporation, Resource Concepts Inc., Ronald George, Lynn Heward, N. Enos Heward and the N. Enos Heward Trust have no rights, title or interest in the trust deed note dated May 11, 1987, made payable by Rex Montis Silver Company to Lynn P. Heward, and have no beneficiary interest in the trust deed dated may 11, 1987, securing that trust deed note.
2. Defendants Gene M. Richards, Interphase Corporation, Resource Concepts Inc., Ronald George, Lynn Heward, N. Enos Heward and the N. Enos Heward Trust, have no rights, title or interest in the proceeds of a settlement agreement by and between Resource technics LLC and the Walter L. Morrison Estate, dated July 25, 2006.

LEAVE TO AMEND

Interphase has sought leave of the Court to amend its answer to add a cross claim and to file a third party complaint. Rule 15(a) allows a party to amend pleadings when justice so requires. Rule 13(f) allows a pleading to state as a cross-claim against a co-party when such a claim "arises out of the transaction or occurrence that is the subject-matter either of the original


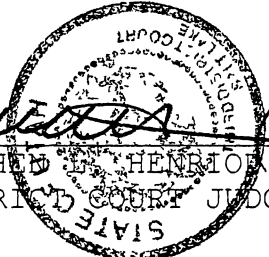
action or of a counterclaim therein or relating to any property that is the subject-matter of the original action." Rule 14 permits a defendant, as a third-party plaintiff, to bring in a third party defendant who is or may be liable for all or part of the plaintiff's claim against the defendant. The third party defendant must be served with a summons and complaint when they are a person not a party to the action.

Accordingly, Interphase's Motion for Leave to Amend its Answer and File a Cross Claim and for Leave to Add a Third Party Defendant is hereby GRANTED.

This Order is the final Order of the Court and no other order is required.

DATED this 17 day of July, 2007.

BY THE COURT:


STEPHEN P. HENRICH
DISTRICT COURT JUDGE


000097


CERTIFICATE OF NOTIFICATION

I certify that a copy of the attached document was sent to the following people for case 060920611 by the method and on the date specified.

METHOD NAME

Mail	DELANO S FINDLAY Attorney DEF 684 E VINE ST STE 3 MURRAY, UT 84107
Mail	RONALD S GEORGE Attorney DEF 105 S MAIN POCATELLO ID 83204
Mail	VICTOR M JACKSON Attorney PLA 4040 S 300 W SALT LAKE CITY UT 84107

Dated this 18 day of July, 2007.



Deputy Court Clerk

-22-06 Filed: Complaint 2K-10K
12-22-06 Fee Account created Total Due: 95.00
12-22-06 COMPLAINT 2K-10K Payment Received: 95.00
Note: Code Description: COMPLAINT 2K-10K
12-22-06 Fee Account created Total Due: 0.25
12-22-06 COPY FEE Payment Received: 0.25
12-27-06 Fee Account created Total Due: 4.25
12-27-06 COPY FEE Payment Received: 4.25
12-28-06 Filed: Answer
RESOURCE CONCEPTS LLC
RONALD S GEORGE
INTERPHASE CORPORATION

12-29-06 Filed return: Proof of Service of Complaint and Summons
Party Served: RICHARDS, GENE M
Service Type: Personal
Service Date: December 26, 2006

01-11-07 Filed: Verified Answer
GENE M RICHARDS

01-19-07 Filed: Stipulation
01-25-07 Filed: Motion for Declaratory Judgment on the pleadings
02-08-07 Filed: Motion to Strike Plaintiff's Motion for Declaratory
Judgment on the Pleadings; Memorandum in support; Memorandum in
partial opposition to Motion for Declaratory Judgment on the
Pleadings and Request for Hearing
02-16-07 Filed: Plaintiff's Memorandum in Opposition to Richards' Motion
to Strike Plaintiff's Motion for Declaratory Judgment on the
Pleadings; Plaintiffs Reply to Richards Opposition to Motion
for Declaratory Judgment on the Pleadings
02-22-07 Filed: Motion for Leave to Amend Answer by Filing Cross Claim
and For Leave to Include a Third Party Complaint with
Supporting Memorandum
03-01-07 Filed: Notice of Readiness for Decision (Motion for Declaratory
Judgment)
03-07-07 Minute Entry - MOTION FOR DECLARATORY JUDGMENT ON THE P
Judge: STEPHEN L HENRIOD
The Plaintiff's Motion for Declaratory Judgment on the Pleadings
is denied because it fails to comply with Rule 7 of the Utah Rules
of Civil Procedures. Plaintiff's memorandum in opposition causes
concern because it violates the code of civility. This
ruling is without prejudice.

Dated this _____ day of
_____, 20__

Judge STEPHEN L HENRIOD

03-09-07 Filed: Certificate of Service of Plaintiff's Rule 26A Initial Disclosures
04-02-07 Filed: Motion for Leave to Withdraw as Counsel (Eric K Johnson)
04-09-07 Filed: Notice to Appear of Appoint counsel (Gene M Richards)
04-20-07 Filed: Notice to Submit For Decision
04-20-07 Filed: Notice of Entrance of Counsel For Defendant
04-26-07 Filed: Request for Clarification and Resolve
04-26-07 Filed: Amended Motion for Declaratory Judgment
04-26-07 Filed: Memorandum in support of Amended Motion for Declaratory Judgment
05-01-07 Filed order: Order (Withdrawal of Eric Johnson)
Judge STEPHEN L HENRIOD
Signed April 20, 2007
05-08-07 Filed: Response to Richard's Requests
05-18-07 Filed: Notice of Readiness for Decision (ATD-Interphase Company)
05-18-07 Filed: Notice of Readiness for Decision (ATP)
06-04-07 Filed: Challenge and Objection to Jackson Response
06-11-07 Minute Entry - MOTION FOR DECLARATORY JUDGMENT
Judge: STEPHEN L HENRIOD
The Plaintiff's Amended Motion For Declaratory Judgment has been reviewed by the court and the court requests a hearing be set. Mr. Jackson was notified and given some hearing date options. The hearing is set for July 6, 2007 at 10:30 am. This will serve as notice for the hearing date.

Dated this _____ day of _____, 20____

Court Clerk

06-12-07 MOTION FOR DECLARATORY JUDG scheduled on July 06, 2007 at 10:30 AM in Fourth Floor - W47 with Judge HENRIOD.
06-15-07 Filed: Notice of Hearing (July 6, 2007)
07-06-07 Minute Entry - Minutes for Law and Motion
Judge: STEPHEN L HENRIOD
Clerk: lynm
PRESENT

Defendant(s): GENE M RICHARDS
Plaintiff's Attorney(s): VICTOR M JACKSON
Defendant's Attorney(s): DELANO S FINDLAY

Video

Tape Number: 73 Tape Count: 103530

HEARING

TAPE: 73 COUNT: 103530

On record the Plaintiff's Motion for Declaratory Judgment is argued by Mr. Jackson.

COUNT: 1040

Gene Richards response to Motion for Declaratory Judgment.

COUNT: 104527

Mr. Findlay response to Plft Motion and his Motion to File Cross claim and a 3rd Party Complaint is argued.

COUNT: 1053

Mr. Richards responds.

COUNT: 1055

Motions taken under advisement. Both parties filed a proposed order.

07-18-07 Filed order: Order

Judge STEPHEN L HENRIOD

Signed July 17, 2007

07-20-07 Fee Account created Total Due: 4.00

07-20-07 Fee Account created Total Due: 4.00

07-20-07 CERTIFIED COPIES Payment Received: 4.00

07-20-07 CERTIFICATION Payment Received: 4.00

07-31-07 Filed: Motion for Partial Summary Judgment Determining That HMI Lenders, LC is the Manager of Resource Technics LLC

07-31-07 Filed: Affidavit of W David Weston Respecting Manager of Resoure Technics LLC

08-24-07 Filed: Notice of Readiness for Decision (Motion for Partial Summary Judgment)

09-25-07 Minute Entry - MOTION FOR PARTIAL SUMMARY JUDGMENT

Judge: STEPHEN L HENRIOD

The Plaintiff's Motion For Partial Summary Judgment Determining That HMI Lenders, L.C. is the Manager of Resource Technics, L.L.C. is denied. The Motion is insufficiently supported.

Judge STEPHEN L HENRIOD

10-09-07 Filed return: Proof of Service of Complaint and Summons

Party Served: GATTO, JEROME

Service Type: Personal

Service Date: September 11, 2007

10-11-07 Filed: The Interphase Company's Verified Cross Claim and Third

Party Complaint (Permissive)

10-11-07 Filed: Certificate of Service of Plaintiff's First Set of Admissions, Interrogatory and Request for Production of Documents to Defendant Gene Richards

10-11-07 Filed: Motion for Evidentiary Hearing as to the Issue of Manager of Plaintiff
Filed by: JACKSON, VICTOR M

10-11-07 Fee Account created Total Due: 105.00

10-11-07 Fee Account created Total Due: 105.00

10-11-07 3RD PRTY CMPLT 10K + Payment Received: 105.00
Note: Code Description: 3RD PRTY CMPLT 10K +, Code Description: CROSSCLAIM 10K-MORE

10-11-07 CROSSCLAIM 10K-MORE Payment Received: 105.00

10-19-07 Fee Account created Total Due: 0.50

10-19-07 COPY FEE Payment Received: 0.50

12-27-07 Filed: Resource Technics Request for Judicial Notice of California Hearing Transcript

12-27-07 Filed: Notice of Appearance of Ronald George as Attorney for the Plaintiff

12-27-07 Filed: Plaintiff's Motion for an Order Deeming Admissions Admitted, to Compel Discovery and for a Scheduling Conference

12-27-07 Filed: Plaintiffs Memorandum in Support of its Motion for an Order Deeming Admissions Admitted to Compel Discovery and for a scheduling conference

01-02-08 Filed: Motion For Leave To Withdraw As Counsel
Filed by: JACKSON, VICTOR M

02-22-08 Filed: Notice of Readiness for Decision (Plaintiff's Motion for an Order Deeming Admissions Admitted to compel Discovery and for scheduling conference)

03-04-08 Minute Entry - MOTION FOR ORDER DEEMING ADMISSIONS ADMITTED
Judge: STEPHEN L HENRIOD
The Plaintiff's Motion For Order Deeming Admissions Admitted, to Compel Discovery and for a Scheduling Conference has been review by the court and a hearing is set for April 14, 2008, at 9:00 a.m. The Plaintiff counsel, Victor Jackson's, Motion For Leave to Withdraw As Counsel is granted.

Dated this _____ day of _____, 20____

Judge STEPHEN L HENRIOD

03-04-08 ORAL ARGUMENTS scheduled on April 14, 2008 at 09:00 AM in Fourth Floor - W47 with Judge HENRIOD.

04-14-08 Minute Entry - Minutes for Law and Motion

Judge: STEPHEN L. HENRIOD
Clerk: mckaem
PRESENT

Defendant's Attorney(s): DELANO S FINDLAY

Audio

Tape Number: W47 8-08 Tape Count: 9:11

HEARING

TAPE: W47 8-08 COUNT: 9:11

This case is before the Court for oral argument.

Plaintiff's Motion for Order Deeming admissions is granted. Mr Findlay is to prepare Order and for default judgment.

04-18-08 Filed: Objection to Order Filed by Plaintiff W David Weston

04-30-08 Judge MICHELE CHRISTIANSEN assigned.

05-07-08 Filed order: Order

Judge STEPHEN L HENRIOD

Signed April 28, 2008

08-06-08 Fee Account created Total Due: 1.75

08-06-08 COPY FEE Payment Received: 1.75

08-13-08 Filed: Request for Evidentiary Hearing on Damages

08-19-08 Notice - NOTICE for Case 060920611 ID 11559097

EVID HEARING ON DAMAGES is scheduled.

Date: 09/29/2008

Time: 01:30 p.m.

Location: Fourth Floor - W43

Third District Court

450 South State

SLC, UT 84114-1860

Before Judge: MICHELE CHRISTIANSEN

08-19-08 EVID HEARING ON DAMAGES scheduled on September 29, 2008 at 01:30 PM in Fourth Floor - W43 with Judge CHRISTIANSEN.

08-19-08 Filed: Hearing on Damages

08-20-08 Filed: Notice of Hearing

09-18-08 Filed: Plaintiff and Cross Claimant's Joint Pre Hearing Memorandum Respecting Damages including Prejudgments Interest, Punitive Damages and Attorney's Fees.

09-26-08 Fee Account created Total Due: 0.25

09-26-08 COPY FEE Payment Received: 0.25

09-26-08 Filed: Letter to Court from Gene Richards

09-26-08 Filed: Objection to Facts Damanges and Attorney Fees

09-26-08 Filed: Objection to Facts and Conclusions of Law

09-29-08 Received: September 29, 2008

Container: 1-VERY LARGE ENVELOPE Location: 1-VLE

09-29-08 Filed: Declaration of Attorney Victor Jackson Regarding attorney fees

-29-08 Filed: Declaration of Delano Findlay attorney fees and costs
09-29-08 Filed: Resource Technics LLC Memorandum of Costs
09-29-08 Filed: Declaration of Ronald George Respecting His Attorney
Fees and Costs
09-29-08 Minute Entry - Minutes for DAMAGES HEARING
Judge: MICHELE CHRISTIANSEN
Clerk: mckaem
PRESENT

Defendant(s): GENE M RICHARDS
Plaintiff's Attorney(s): RONALD S GEORGE
Defendant's Attorney(s): DELANO S FINDLAY
Video
Tape Number: w43 Tape Count: 1:39

HEARING

TAPE: w43 COUNT: 1:39
This case is before the Court for a hearing on damages.
COUNT: 1:41
Delano S Findlay is sworn and examined by Mr George.
COUNT: 1:42
Mr Richards Motion to Excuse Mr Findlay is denied.
COUNT: 1:45
Petitioner's exhibit #1 if offered and received
COUNT: 1:46
Victor Jackson is sworn and examined by the Petitioner.
COUNT: 1:52
Petitioner's exhibits 2,3,4 are offered and received
COUNT: 1:58
Petitioner's exhibit #6 is offered and received
COUNT: 1:59
W David Weston is sworn and examined by Mr George
COUNT: 2:03
Petitioner's exhibit #7 is offered and received
COUNT: 2:14
Petitioner's exhibit #8 is offered and received.
COUNT: 2:19
Petitioner's exhibit #9 is offered and received.
COUNT: 2:26
Court recess
COUNT: 2:53
Court resumes with Mr Weston on the stand.
COUNT: 2:55
Petitioner's exhibits 10, 11 and 12 are offered and received.
COUNT: 3:52
Court recess

COUNT: 4:37

On record, Court resumes and Mr Findlay is excused.

COUNT: 4:39

Gene Richards is sworn and examined for the defense.

COUNT: 5:15

Defendants exhibit 9 & 10 are offered and received.

COUNT: 5:19

Court recesses and will resume at 10am Tuesday morning.

09-30-08 LAW AND MOTION scheduled on September 30, 2008 at 10:00 AM in
Fourth Floor - W43 with Judge CHRISTIANSEN.

09-30-08 Filed: Exhibit Lists (plaintiff and defendant)

09-30-08 Minute Entry - Minutes for Bench Trial

Judge: MICHELE CHRISTIANSEN

Clerk: mckaem

PRESENT

Defendant(s): GENE M RICHARDS

Plaintiff's Attorney(s): RONALD S GEORGE

Video

Tape Number: cw45 Tape Count: 10:58

TRIAL

TAPE: cw43 COUNT: 10:58

This case is before the Court for a continuance on damages.

COUNT: 11:00

Defendants exhibits 1,4,8 are not admitted

COUNT: 11:03

Defendant's 5,6,7 are admitted

COUNT: 11:03

Gene Richards resumes the stand under oath.

COUNT: 11:09

Defendant's exhibit #11 offered and received

COUNT: 11:27

Defendants' exhibit 13 is denied.

COUNT: 11:36

Defendant's exhibit 14 is offered and received.

COUNT: 11:49

Plaintiff's exhibit 14, 15, and 16 are offered and received

COUNT: 12:21

Plaintiff's exhibits 20,22,23 are offered and received.

COUNT: 12:43

Mr Weston resumes the stand and examined by Dr Richards

COUNT: 1:40

Court order is read into the record. Mr George to prepare the
Order.

10-06-08 Filed: Stay

-06-08 Filed: Notice of Filing Proposed Judgment and Five Day Rule
10-06-08 Filed: Supplemental Declaration of Ronald George Respecting His Attorney Fees
10-06-08 Filed: Supplemental Declaration of Delano Findlay Respecting His Attorney Fees
10-08-08 Minute Entry - COURT'S MINUTE ENTRY
Judge: MICHELE CHRISTIANSEN
Defendant's Motion for Stay is Denied. Defendant objects to the five day time period to respond to plaintiff's proposed Findings of Fact and Conclusions of Law submitted to the Court. Rule 7 (f)(2) of the Utah Rules of Civil Procedure provide that defendant must object to plaintiff's proposed Order within five days after service of the pleading. This period to object to the proposed Order does not affect the defendant's right to appeal from the judgment once it is signed and entered by the Court. Defendant has five days from the date of this Order to file any objections he has to plaintiff's proposed Findings of Fact and Conclusions of Law.

Dated this _____ day of _____, 20____

Judge MICHELE CHRISTIANSEN

10-10-08	Fee Account created	Total Due:	2.50
10-10-08	COPY FEE	Payment Received:	2.50
10-15-08	Fee Account created	Total Due:	7.50
10-15-08	COPY FEE	Payment Received:	7.50
10-23-08	Case Disposition is Judgment Disposition Judge is MICHELE CHRISTIANSEN		
10-23-08	Filed order: Findings of Fact and Conclusions of Law Judge MICHELE CHRISTIANSEN Signed October 23, 2008		
10-23-08	Filed order: Judgment Judge MICHELE CHRISTIANSEN Signed October 23, 2008		
10-24-08	Judgment #1 Entered \$ 76930.91 Creditor: RESOURCE TECHNICS LC Debtor: GENE M RICHARDS 53,656.58 Total Judgment Creditor: INTERPHASE CORPORATION Debtor: GENE M RICHARDS 23,274.33 Total Judgment 76,930.91 Judgment Grand Total		
10-24-08	Filed judgment: Judgment @J Judge MICHELE CHRISTIANSEN		

Signed October 23, 2008

10-24-08	Fee Account created	Total Due:	1.00
10-24-08	Fee Account created	Total Due:	4.00
10-24-08	CERTIFIED COPIES	Payment Received:	1.00
10-24-08	CERTIFICATION	Payment Received:	4.00
10-29-08	Fee Account created	Total Due:	14.50
10-29-08	COPY FEE	Payment Received:	14.50
10-30-08	Filed: Notice of Appeal		
10-30-08	Fee Account created	Total Due:	205.00
10-30-08	APPEAL	Payment Received:	205.00
	Note: Code Description: APPEAL		
10-30-08	Bond Account created	Total Due:	300.00
10-30-08	Bond Posted	Payment Received:	300.00
10-31-08	Note: Cert/Copy of Notice of Appeal forwarded to Utah Court of Appeals-Fees Paid		
11-03-08	Fee Account created	Total Due:	0.50
11-03-08	COPY FEE	Payment Received:	0.50
11-03-08	Filed: Notice of Entry of Judgment Dated October 24, 2008		
11-05-08	Note: Cert/Copy of Amended Notice of Appeal forwarded to Utah Court of Appeals		
11-05-08	Filed: Amended Notice of Appeal		
11-10-08	Filed: Letter from Supreme Court of Utah to Mr. Richards - Notice of Appeal has been filed - 20080910 SC		
11-10-08	Filed: Supreme Court of Utah - Order - Pursuant to rule 42 (a) URAP, case to be transferred in twenty days to COA- 20080910 SC		
-14-08	Issued: Supplemental Order - Return date 12/02/08 Clerk susann		
11-14-08	Filed: Garnishment Application		
11-14-08	Issued: Writ of Garnishment - Washington Federal		
11-14-08	Fee Account created	Total Due:	35.00
11-14-08	GARNISHMENT	Payment Received:	35.00
	Note: Code Description: GARNISHMENT		
11-14-08	Filed: Information Statement RE: Order and Judgment dated October 24,2008		
11-17-08	Filed: Appearance of Counsel		
11-18-08	Issued: Writ of Execution - Gene M. Richards Clerk tessahs		
11-18-08	Issued: Writ of Execution		
11-18-08	Fee Account created	Total Due:	35.00
11-18-08	WRIT OF EXECUTION	Payment Received:	35.00
	Note: Code Description: WRIT OF EXECUTION		
11-19-08	Filed: Affidavit of W David Weston in Support of Motion and in Aid of Execution		
11-19-08	Filed: Motion for Evidentiary Hearing in Aid of Execution Filed by: GEORGE, RONALD S		
11-21-08	Filed: Garnishee's Answers to Interrogatories for Property other than Earnings WASHINGTON FEDERAL November 19, 2008		

1-25-08 Filed: Motion for Evidentiary Hearing in Regards to Stay the Proceedings and Objection to Stipulated Order and Determination of Proper Party Designation and Motion for Extension of Time
Filed by: SEARLE, WAYNE R
1-25-08 Filed: Response to Appearance of Counsel and Memorandum
12-02-08 Fee Account created Total Due: 0.25
12-02-08 COPY FEE Payment Received: 0.25
12-02-08 Minute Entry - Minutes for Supplemental Order
Judge: JUDGE COLLECTION
Clerk: larieb
PRESENT

Defendant(s): GENE M RICHARDS
Plaintiff's Attorney(s): RONALD S GEORGE
Defendant's Attorney(s): WAYNE R SEARLE

HEARING

Defendant(s) appeared, answered attorney's questions and was excused.

12-08-08 Filed: Reply to Motion for Evidentiary hearing in Regards to Stay the Proceedings and Objection to Stipulated Order and Determination of proper party designation and Motion for Extension of Time
12-08-08 Filed: Transcript of hearing on damages dated September 29 & 30, 2008, Carolyn Erickson, CCT
12-09-08 Filed: Utah Court of Appeals-Letter to Mr. Richards-Case has been assigned to Utah Court of Appeals-Please reflect case number 20080910-CA on any future filings
12-17-08 Filed: Memorandum in Support of Motion for Hearing on Writ of Execution, Rule 64E(d)(2) Request for Stay and Injunction (Rule 62)
12-17-08 Filed: Motion for Hearing on Writ of Execution, Rule 64E(d)(2) Request for Stay (Rule 62)
Filed by: SEARLE, WAYNE R
12-18-08 Fee Account created Total Due: 1.25
12-18-08 COPY FEE Payment Received: 1.25
Note: 5.25 cash tendered. 4 change given.
1-05-09 EVID HEARING scheduled on January 07, 2009 at 02:00 PM in Fourth Floor - W43 with Judge CHRISTIANSEN.
1-06-09 Filed: Plaintiff's Response to Defendant Richard's Motion for Request for Stay and for Hearing
1-06-09 Filed: Notice to Submit for Decision and Motion for Summary Judgment of Issues Raised in Motion for Evidentiary Hearing in Aid of Execution
1-07-09 Minute Entry - Minutes for EVID HEARING
Judge: MICHELE CHRISTIANSEN

Clerk: mckaem
PRESENT

Defendant(s): GENE M RICHARDS
Plaintiff's Attorney(s): RONALD S GEORGE
Defendant's Attorney(s): WAYNE R SEARLE
Video
Tape Number: w43 Tape Count: 2:09

HEARING

TAPE: w43 COUNT: 2:09

This case is before the Court for an evidentiary hearing. All parties listed above present.

Court orders that a Supersedeas Bond in the amount of \$150,000.00 be posted by Thursday, January 8th, 2009 at 5pm. Mr Searle to prepare Order

01-08-09 Filed: Ex Parte Motion to Reconsideration of Commercial Bond, and Order

01-08-09 Filed order: Ex Parte Order (cashiers check in the sum of \$85,000.00 to be posted)

Judge MICHELE CHRISTIANSEN

Signed January 08, 2009

-08-09 Bond Account created	Total Due:	85000.00
01-08-09 Bond Posted	Payment Received:	85,000.00