

2015

Utah v. Aaron David Trent Needham

Utah Court of Appeals

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UTAH COURT OF APPEALS

Appellate Brief

Case No. ~~101500067~~

Appellate Case No: 20140483-CA

Utah

✓

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FILED
UTAH APPELLATE COURTS

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pro se

FOR the Plaintiff

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ASSISTANT ATTORNEY GENERAL

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Addendum rule 24(a)(1)

The addendum is being copied to disc and will be hand delivered to the court of appeals and Attorney General Office, State of Utah. Petitioner is greatly challenged on the admittance of exhibits to the court due to proceeding pro se without counsel.

II

Statement of Case

rule 24(a)(7) UTR App P

Needham was wrongfully convicted of nine (9) counts

of communication fraud and (1) one count of pattern of

unlawful conduct. This case was first brought before the

fifth District Court - Washington County on October 31, 2006,

Needham attorney responded to the civil suit for approxi-

mately \$800,000.00 and the lis pendens filed on 18 properties

owned by Needham on November 30, 2006. After review of

sworn testimony and documentation admitted to the court,

the lis pendens was released on all (18) eighteen properties

in December 2006 in case NO. 060501877. Affidavit #

A complaint was filed at the Division of Professional

licensing in June 2006. Needham and counsel met with

Wayne Holman of DOPL in September 2006 to admit sworn

testimony and documentation. On November 2007, DOPL

renewed Needham's license after a fourteen month investi-

gation finding no financial obligation owed to Clement
Tebbs. Kim Quon testimony at trial. The court and counsel have
refused to provide day 4 and day 5 of the trial that contain
Kim Quon testimony.

Both of these filings were withheld by prosecution
and appointed counsel that has been substantially and
injurious to Needham in violation of due process. Needham
respectfully request an opportunity to admit to the court the
exculpatory material eluded to in the trial but never factually
developed due to ineffective counsel.

Claims of confrontation clause, double jeopardy, ineffective
assistance of counsel and their cumulative effect have been
preserved on trial record.

Claims of Imminent danger exception, wrongful search
and seizure and cruel and unusual punishment have not been

preserved in trial record or under rule 23 B motions and affidavits. Needham will address these issues at the hearing to affirm the threats to life living under the convictions at the State Prison of Draper.

III. Related and or prior appeals:

There are no prior appeals. There is case NO. 07150092 and 20140658 and that represent a case that has been collaterally attacked by case NO. 101500067 and 20140483-CA. The case NO. 07150092 is a plea in abeyance that was violated by defendant by the wrongful conviction.

IV. OTHER VT. R. App P.24(f)

Given that defendant, Needham is proceeding pro se, Needham reserves the right to raise additional issues in his opening brief after full review of the record that the court or appellate counsel has yet to provide a full copy.

V Standard of Appellate review (UT. R. App. P. 24(a)(5) :

"Generally, we review a trial court's legal conclusions for correctness according to the trial court no particular deference." *Wilson Supply Inc v. Freedom Mfg Corp.* 2002 UT 94, ¶ 11, 54 P.3d 1177 citing *Orton v. Carter* 970 P.2d 1254, 1256 (UTAH 1998) also *Newspaper Agency Corp v. Auditing Divi of State Tax Com* 938 P.2d 266, 267 (UT 1997). Further, whether a trial court has properly interpreted and applied a statute is a question of law reviewed for correctness.

Standard of Appellate Review (UT. R. APP. P. 24(a)(5) :

We review the trial court's imposition of sentence for an abuse of discretion." *State v. Wimberly* 2013 UT App 160, ¶ 16, 305 P.3d 1672 citing *State v. Killpack*, 2008 UT 49, ¶ 118, 191 P.3d 17 (explaining that an appellate court will overturn a sentencing decision only if it is clear that the actions of the trial court were so inherently unfair as to constitute an abuse of discretion.

This appeal is from a final judgement, Sentence, Order Referring Outstanding fine to the Office of Debt Collection, and commitment, defined more particularly post, of the fifth District Court in and for Washington County, State of Utah.

Defendant ARON Needham (hereinafter "Needham") submits the following in accordance with the requirements set forth in Utah R. App. P. 24

VI. APPELLATE JURISDICTION (UT. R. App. P24(c)(2): This court

has jurisdiction in this matter pursuant to Utah Code Ann. §§ 78A-4-103(2)(e)

VII. UNDERLYING CRIMINAL CONVICTION (UT R. App. P24(c)(6)(A):

Judgement, Sentence, ORDER Referring Outstanding fine to the office of Debt Collection, and commitment, filed

June 5th, 2014 that Needham would serve nine concurrent

terms of not less than one year and not more than fifteen

years in the Utah State Prison.

VIII Statement of Issues and Standard of Review. rule 24(a)(5)

UT R. App. P. showing issues preserved in Trial Court:

A motion for new trial generally is permitted for correcting errors made in trial court... or for reviewing a conviction obtained by unfair or unlawful methods." State v. Owens
753 P.2d 976, 978 (UT App. 1988).

The Defendant, Needham was denied his right to confront witnesses against him and his counsel provided ineffective assistance of counsel. The right of confrontation is embodied in the Sixth Amendment of the United States Constitution and Article I, section 12 of the Utah Constitution. The Confrontation clause of the Sixth Amendment, made applicable to the States through the fourteenth Amendment, provides that "In all criminal prosecutions, the accused shall enjoy the right... to be confronted with the witnesses against

Utah Const. Art I, § 12, emphasis added. The Utah Constitution expressly provides that the accused is entitled to an actual "face to face" confrontation. Sixth Amendment jurisprudence establishes that the United States Constitution also requires such confrontation. See e.g. U.S. v. Begay 937 F.2d 515 (10th Cir 1991) (holding that the confrontation clause provides defendants with both "the right to face physically" the government's witnesses and the right of cross-examination.") The rationale behind the face-to-face rule is discussed in Cay v. Iowa 487 U.S. 1612 rooted in the concept that it is exceedingly more difficult for a man to tell a lie while he is looking into the eyes of the one about whom he is talking.

The Supreme Court stated: The Sixth Amendment guarantee of face to face encounter between witness and accused serves ends related both to appearances and to Reality. This

opinion is embellished with references to and quotations from antiquity in part to convey that there is something deep in human nature that regards face to face confrontation between accused and accuser as essential to a fair trial in a criminal prosecution." Pomier v. Texas 380 U.S. 400, 404 (1965)

In this case, due to the combination of Mr. Cramer's conduct which deprived Needham of the opportunity to be physically present at the deposition of Tebbs and Ms. Reid and Doug Terry's failure to object to the admission of Tebbs deposition into evidence, Needham was entirely deprived of his rights to confront Tebbs face to face. This deprivation was deeply compounded by Cramer's failure to discuss or address the material and questions prepared by Needham in cross-examining Tebbs at the deposition, which, Cramer was in possession same material given to Attorney General's office.

III. Needham was denied his rights under "Double Jeopardy - Dual Sovereignty" protection that the Supreme Court has articulated policy justifications for each protection conferred by the Double Jeopardy Clause. The prohibition against second prosecution after acquittal or conviction protect individuals from the continued embarrassment, anxiety and expense of second prosecution, while decreasing the risk of an erroneous conviction or an impermissibly enhanced sentence." Ohio v. Johnson 467 U.S. 493, 498-99 (1984).

"Double jeopardy attached to hung counts that shared key elements with acquitted counts." U.S. v. Corbin 610 F.3d 89 96-98 (D.C Cir 2010). Needham claims that the charges and conviction be adjudicated on grounds that Double Jeopardy

attached in September 2006 when the Division of Professional (DOP) began reviewing the sworn testimony, then,

concluded that Needham had done no wrong and was acquitted of all charges in November 2007. This can be verified on court transcripts, Kim Quon of DOPLOp.

"Whether offense is lesser-included offense determined by textual comparison of statutory elements because such test lends itself to certain and predictable outcomes." U.S. v. Carter

530 U.S. 255, 260-61 (2000). Double jeopardy clause prohibited

successive prosecutions by different sovereigns, sovereigns

with lesser interest might proceed first and preclude

prosecution by sovereigns with greater interest. U.S. v.

Rinaldi 434 U.S. 22, 28 (1977). "Local governments are not

considered sovereigns for double jeopardy purposes.

Consequently, successive prosecutions by a local government

and a state in which it is located, or by two local governments

in the same state are prohibited." Georgetown Law Journal p. 511
(2013)

"After dismissal of city's reckless driving charge, state prosecution for aggravated assault stemming from same incident barred by double jeopardy." Abrams v. Griffin, 693 F.2d 1009, 1010-11 (10th Cir 1982). "Town barred from prosecuting defendant for car theft following prosecution by another town for joy riding because charges constituted same offense." Brown v. Ohio, U.S. 161, 169-70 (1977). "The Supreme court has suggested that federal and State or federal authorities may not manipulate a system to achieve the equivalent of a second prosecution." George town law Journal 2013 p. 511. Prosecution misrepresented to the court that DOP's decision to renew Needham's license was to earlier in the investigation, when in fact it had been over an ~~four~~ fourteen month period. In Support of DOP's Decision, Tebbis filed a lawsuit and is pending on eighteen properties worth seven million dollars on October 31, 2006. Needham's attorney, Brad Parson filed for release on

November 30, 2006. The Fifth District Court - Washington County
in case NO 060501877 order release of all properties with no
financial obligation owed to BACT after reviewing documentat-
ion submitted to DOPL in September 2006 & in December 2006.

The letter to DOPL and supporting documents were given
to the Attorney General office of State of Utah in 2006, 2008, 2011.

Therefore, by withholding exculpatory material, the state
was able to manipulate court proceedings affirming "Sham
prosecution." "Several circuits have cited Bartkus and considered
whether the Sham prosecution exception exists or was applied
in that case." BARTKUS v. U.S. 121, 122-24 (1959). "The court
may vacate earlier findings of no prior jeopardy if new evidence
at trial later supports reviewed motions." U.S. v. Stecklin 91 F.
2d 1112, 1119 (5th Cir 1979).

Under Plain Error where defendant convicted of two crimes

on same facts in violation of 5th Amendment right to be free from duplicative prosecution and punishment. U.S. v. Jackson

443 F.3d 293, 301 (3rd Cir 2006). "Even when a defendant failed to assert a double jeopardy claim at the start of the trial, the claim is reviewable under a plain error standard." U.S. v. Tann 517 F.3d 533-35 (3d Cir 2009). "Error that falls between structural and

trial error is presumptively prejudicial." U.S. v. Harbin

250 F.3d 532, 544 (7th Cir 2001). "A structural disclosure error occurs when the government withholds material evidence favorable to defendant." Brady v. Md 373 U.S. 83, 87 (1963).

Evidence is material and requires reversal of conviction when there is a reasonable probability that disclosure would have altered the results of the trial, "a mere possibility is not enough." U.S. v. Agurs 427 U.S. 97, 112-13 (1976). "Confrontation

Clause violation not harmless because jurors otherwise could

have found reasonable doubt on element of crimes. US v. Santos

449 F.3d 93, 100 (2d Cir 2015). "The claim reviewed for plain error

because objection to admission of testimony not raised at trial."

US v. Demey 640 F.3d 455, 462 (1st Cir 2011). "The claim that

prosecutor drew false testimony from witness reviewed for plain

error because claim not raised at trial. U.S. v. Ferguson 676

F.3d 760, 781-82 (2d Cir 2011). "Claim of prosecutorial misconduct

reviewed for plain error because no objection made at trial."

U.S. v. Lee 612 F.3d 170, 193-94 (3d Cir 2010). "Claim of prosecutorial

misconduct preserved despite defendant's failure to raise issue

at trial because misconduct deprived defendant of real

opportunity to object." U.S. v. Blueford 312 F.3d 962, 974 (9th Cir 2002).

Needham alleges prosecutorial misconduct and ineffective

assistance of counsel with holding of exculpatory material and

deceptive arrangements of scheduling of deposition, violated

Double Jeopardy - Dual Sovereignty protection and rights of
Confrontation clause.

IV Ineffective Assistance of counsel.

The question of ineffective assistance of counsel is governed by the two part test set forth in Strickland v. Washington, 466 U.S. 688 (1984). Assistance of counsel is ineffective if (1) counsel's performance was deficient, and (2) the deficient performance prejudiced the defense". State v. Eyre 2008 UT 116 (UT 2008), quoting Strickland at 687. As to the first prong of Strickland, "the seriousness of those errors is measured by whether counsel's representation fell below an objective standard of reasonableness." Id A convicted defendant... must identify the acts or omissions of counsel that are alleged not to have been the result of reasonable professional judgment. Id at 688.

If counsel was unaware of the right to confrontation ramifi-

eations, as was said in one case where the attorney was unaware of the statute, then his decision not to cross-examine [the witness] can not be accorded the same presumption of reasonableness as is accorded most strategic decisions because it was not based on strategy but rather on a startling ignorance of the law."

Krimmel v. Morrison, 477 U.S. 365, 385 (1986). It is clear

that Mr. Gramer failed in his obligation to provide the defendant an opportunity to be present during Mr. Tebb's deposition. Further

it is clear from the trial record that Mr. Tebb, as the principal of BAET, was a key witness for the state. Without the testimony

through his deposition, the government would have had

little or no basis for prosecution. As such, his credibility was

pivotal to the State's case. In some circumstances, the Supreme

Court of the United States has found that ineffective assistance

of counsel and prejudice therefrom are presumed. Such

Circumstances include (1) when there is a complete denial of counsel, (2) when counsel "entirely fails to subject the prosecution's case to meaningful adversarial testing" and (3) when it is unlikely that any attorney could provide effective assistance under the circumstances." U.S. v. Cronin 466 U.S.

648, 659-60 (1984). In this case, Mr. Cramer did not subject

Mr. Tebb's testimony at deposition to meaningful adversarial

testing, because he did not prepare with defendant for the

deposition to know appropriate avenues of cross-examination

and his conduct prevented the defendant from attending the

deposition, depriving Mr. Needham of right to face to face

confrontation. Based solely on that factor, the assistance

provided to Needham is presumed to be ineffective and

prejudicial.

Unfortunately, Mr. Terry and Ms. Reid failed to exercise

the skill, expertise, diligence and professional judgment of a reasonable attorney in failing to ascertain whether Mr. Needham had knowingly and intelligently waived his right to confront Tebb during the deposition. The Supreme Court has emphasized that the fairness of a proceeding is challenged by a claim of ineffective assistance of counsel because the right to counsel plays a crucial role in the adversarial system embodied in the Sixth Amendment, since access to counsel's skill and knowledge is necessary to accord defendants the ample opportunity to meet the case of the prosecution to which they are entitled.

State v. Classen, 935 P.2d 524, 533 (Utah App 1997). quoting

Strickland, *supra*. Worse, Mr. Terry and Ms Reid failed even to investigate the reason for Needham's failure to confront Tebb.

See State v. Templin, 805 P.2d 188 (holding that if defense counsel

fails to adequately investigate the underlying facts of a case,

Counsel's performance can not be viewed as reasonable. At a minimum, Mr. Terry or Ms. Reid should have inquired of Needham as to the reason for his absence from the critical deposition of Tebbs. Additionally, Mr. Terry and Ms. Reid were given the same documentation given to DOP and Fifth District Court Washington County that had adjudicated any financial obligation to BACT or Tebbs, and refused to admit any of the documents alleging it "was little to no evidentiary value." Evidential hearing April 9, 2014 p. 41, was the question by Mr. Gordan and Mr. Terry response, "That is correct" (p. 41 id.)

Mr. Terry answer of his evaluation of the exhibits presented in the rule 23B demand Affidavit, that Needham wanted to present: "Yeah, even though Aaron Needham had an on going concern that he was not present at the deposition I did not feel that those concerns or that the reason

he was not there was any grounds to not have the deposition be used in trial pursuant to the stipulation... "I never really thought about trying to keep the deposition out of the trial..."
id p 43

Mr. Terry and Ms Reiel submitted to the court a witness list on November 2012 that supported the Exhibits in the Affidavit of the rule 23B remand and modified petitioner.

the day of the trial that they had subpoena none of the witnesses, "I will tell you that all of the witnesses and potential witnesses that we have intended to call during our case, it won't be necessary to call them because that information will either come forward through Mr. Needham testimony or has already come out in the testimony the State's witnesses." So the only witness that we will have, the only witness for the defense will be Mr. Needham, himself.

Trial date January 14, 2013 - Sixth Day p. 3. and Terry identified

at the April 9, 2014 hearing on page 36 that he had been a criminal defense attorney for "Thirty years last year."

The exhibit 7 of the evidential hearing was also submitted to the court on April 26, 2013 by paid counsel Herschel

Bullen that identified six transactions performed at the title companies of funds issued to Needham by the title

companies after Clement Tebbis signed on the dockets that contradicts Tebbis statements on the deposition page 46-47.

Ms. Red and Mr. Terry claim this evidentially material is not evidential and refused to present it to the court or bring a single witness to testify in support of the exhibits presented in the remand affidavit. Additionally, if, as indicated by the handwritten note on the breaks letter, it was provided to defense counsel, it would have been grossly insufficient for trial counsel to have entirely failed to cross-examine

Mr. Grealish about it. Such a failure would have amounted to entirely failing to subject Grealish testimony to meaningful adversarial testing.

By the State admitting to the court the John Grealish agreement with the State that was prepared by Wade Farroway, assistant attorney general. It does show that Jake Taylor was in possession of the documents emailed to Scherie Wilcox for Mr. Farroway review after the preliminary hearing in July 2011. Upon completion of Farroway's review of the documents, he proposed a plea deal be arranged in August 2011 per remand affidavit exhibits. Shortly after offering the plea deal, Farroway was substituted by Jake Taylor, assistant attorney general to whom admitted some of the documents admitted to Scherie Wilcox and Wade Farroway except the John Grealish letter. Also, some of the appointed counsel

would admit the documents given to Farroway. Only paid
counsel ever presented the exhibits to the courts.

There are multiple standards in Utah under which new trials
should be granted based on ineffective assistance of counsel. The
base standard is that "but for counsel's deficient performance
there is a reasonable probability that the outcome of the trial
would have been different." State v. Smith 65 P.3d 648, 656 (UTAH
App 2003). "Confidence in the outcome may be undermined at
some point substantially short of the more probably than
not portion of the spectrum." State v. Knight, 734 P.2d 913, 920

(UTAH 1987). In other cases, counsel's ineffective assistance rises
to the level of a structural error. A structural error is a defect that
affects the framework within which the trial proceeds, rather
than simply an error in the trial process itself. "State v. Russell

917 P.2d 557, 560 (UTAH App 1986). Quoting Arizona v. Fulminante

499 U.S. 279, 310 (1991). Structural error is reserved for a limited class of cases in which a constitutional error so undermines the fairness of the proceedings that prejudice must be presumed.

Johnson v. U.S. 520 U.S. 461, 468-69 (1997). Several courts have held that confrontation clause violations constitute just such a structural defect. See Campbell v. Rice 302 F.3d 872, 900 (9th Cir. 2001)

holding that exclusion of defendant from in chamber hearings was structural error." State v. Garcia-Contreras, 953 P.2d 535, 540-

41 (Arizona 1998), (en banc) (holding that the defendant's exclusion from the jury selection process was a structural defect. State v.

Calderson, 13 P.3d 871, 878-79 (Kansas 2000). More over, the rational of these holdings is buttressed by Crawford v. Washington, 541 U.S.

36 (2004), which held that the right of confrontation is not merely a right to reliable testimony but is a right to cross-

examination per se. Crawford 541 U.S. at 67-68.

"Where testimonial statements are at issue, the only indicium of reliability sufficient to satisfy constitutional demands is the one the Constitution actually prescribes: confrontation." Id. at 68-69.

Unfortunately, the type of confrontation, face to face and by well prepared counsel, contemplated by the Constitution did not occur in

this case. As a consequence, an egregious Sixth Amendment violation

occurred, which amounted to a structural defect, requiring reversal

regardless of whether the court believes the error may have been

harmless. If an error is structural, it defies analysis by harmless

error standards by affecting the entire adjudicatory framework.

Fulminante, supra at 309. Finally, where "the error in question

amounts to a violation of a defendant's right of confrontation

guaranteed by the Sixth Amendment to the United States Constitution,

its harmlessness is to be judged by a higher standard. i.e. reversal is

required unless the error is harmless beyond a reasonable doubt."

State v. Villareal, 889 P.2d 419, 425 (UTAH 1995) quoting State

v. Hackford, 737 P.2d 200, 204 (UTAH 1987). If a constitutional error has

occurred, the burden shifts to the state to show that the error

was harmless beyond a reasonable doubt. See Chapman v. California

386 U.S. 18, 24 (1967). Finally, it should be noted that "when there

is a constitutional requirement of effective assistance of counsel

and a public defender's acts or omissions constitute ineffective

assistance, the error is imputed to the State because the State is

required to provide effective assistance of counsel to indigent

criminals defendants". Caleman v. Thompson 501 U.S. 722, 753-54

(1991). The de facto exclusion of Mr. Needham from Mr. Terbos

deposition, combined with trial counsel's failure to object to the

admission of the deposition into evidence at trial was deeply

prejudicial to Needham. More over it amounted to a significant

deprivation of State and federal constitutional rights, which shifts

the burden to prove harmless beyond a reasonable doubt to the State.

This the state can not do. As noted herein, the testimony of Tenbo

was the cornerstone upon which the State case rested. To assert

that a failure to subject it to meaningful cross-examination was

harmless is laughable. However, the use of the deposition of Tenbo's

at trial, under the circumstances under which it was taken, without

objection from trial counsel, was structural error. Under both the Utah

Constitution and the United States Constitution, a defendant has the

right to the assistance of counsel at all critical stages of his

criminal proceeding." *Wagstaff v. Barnes* 802 P. 2d 774, 778

(Utah app. 1990). "Critical stages of a criminal proceeding include

arraignment, preliminary hearing and trial. See *Hamilton v.*

Alabama 368 U.S. 52, 55 (1961). The instances of ineffective

assistance of counsel in this case during a critical stage of the

proceedings amount to a constructive denial and thus a complete

deprivation of the right to counsel amounting to a double violation of Needham's right to confrontation under the Sixth Amendment.

If a litigant is constructively denied the assistance of counsel in a proceeding in which he is entitled to counsel, the adversary process itself is rendered inherently unreliable and prejudice is legally presumed. See Flores-Ortega, 528 U.S. 470 at 483. A litigant can be constructively denied counsel in several ways, a constructive denial of counsel occurs if counsel completely fails to subject the opposition's case to meaningful adversarial testing. Menzie v. Gale, 150 P.3d 480 (UTAH 2006). "Voluntariness of absence may not be presumed by the trial court, rather an inquiry into the defendant's ability to appear at the proceeding is required and" "Voluntariness of a defendant's absence from a proceeding is determined by considering the totality of the circumstances." State v. Wasamick

31 P. 3d 615, 624 (UTAH App 2001). Tebb's testimony was so integral to the States case, and because the defendant was so thoroughly denied the effective assistance of counsel, he was constructively denied assistance of counsel in the fullest sense enunciated by the Menges Court. This structural error, prejudice presumed demands for a new trial. Therefore, the court may review ineffective assistance of counsel claim on direct appeal because record was sufficiently developed." U.S. v. Bigley 213 F.3d 509 516 n.2 (10th Cir 2000). "Counsel's failure to assert that trial counsel operated under a prejudicial conflict of interest was ineffective assistance because issue was obvious and would have resulted in reversal on appeal." Hammon v. Ward 466 F.3d 919, 927-31 (10th Cir 2006). "Counsel's failure to assert timely claim of double jeopardy violation was ineffective assistance of counsel because there was reasonable probability that defendant would have

prevailed on merger argument and neglecting to challenge
explicit counts was not objectively reasonable tactical decision.

U.S. v. Weathers 3d 229, 230-31 (DC Cir 2007). The cumulative errors
violate due process guarantee of fundamental fairness and
necessitate a new trial. Taylor v. Ky 436 U.S. 478, 488 n.15 (1978).

"Cumulative effect of 3 claims required reversal of conviction
because individually claims warranted relief." Breakiron v

Horn 642 F.3d 126, 131-32 n.5 (3rd Cir 2011). Errors of prosecutorial
misconduct, improper jury instructions and deficient transcripts
of proceedings required reversal because concerned central legal
and factual issues of case and rendered trial fundamentally
unfair. U.S. v. Delgado 631 F.3d 685, 710-11 (5th Cir 2011). The water

shed procedural rule is one that raises the possibilities that someone
convicted with use of the invalidated procedure might have been

acquitted otherwise. Teague v. Lane 489 US at 311 (1989)

The presumption of correctness overcome by clear and convincing evidence in exculpatory defense affidavit. Norton v. Spencer 351

F.3d 1,6-8 (1st Cir.2003). Needham "claims the right to a Writ of Habeas

Corpus for the writ is clear and indisputable per 28 U.S.C. § 1651(a)

and the issuance of writ is extraordinary remedy." US Dist. Court

v. Kerr 426 U.S. 394, 406 (1976). The right to release from confine-

ment on charges for which a petitioner could not be tried

without a violation of Double jeopardy can be raised by habeas

corpus under this rule." McNair v. Hayward 666 P.2d 321 (UT 1983).

Habeas corpus may be used to test alleged violations of basic rights.

Such as prohibition against cruel and unusual punishment.

Ziegler v. Millicens 583 P.2d 1175 (UT 1978). The denial of the

court's decision to grant a new trial by not recognizing the

right of confrontation clause. A Writ granted because district

court abused its discretion in erroneously deciding a legal issue."

Quest Communications Int Inc 480 F.3d 1179, 1182-84 (10th Cir 2006).

Also, the denial of motion to dismiss on double jeopardy claim immediately appealable under collateral order doctrine U.S. v. Carpenter 494 F.3d 13, 25 (1st Cir 2007). Double jeopardy preserved by the statements and testimony of Kim Quon of DGPL who affirmed at the trial that DGPL did in fact have a investigation that resulted in Needhams license being renewed in November 2007.

IX

Conclusion rule 24(a)(10) UT R App P.

Because the cumulative errors of the state's failure to disclose exculpatory impeachment evidence and the gross denial of Needhams fifth amendment Constitutional rights of Double Jeopardy protection, the sixth amendment constitutional rights to confrontation and effective assistance of counsel, and the fourteenth amendment rights of due process, the proceedings

herein were manifestly unfair. The cumulative effect of violating rights of Confrontation Clause, Double Jeopardy, effective assistance of counsel, rights of due process that were all violated by prosecutorial misconduct at a level of contempt on the court. Needham respectfully request of the court to issue a writ of Habeas Corpus and grant the Writ to protect Needham with relief from further injury. The multiple injuries inflicted qualify for an injunction under the "imminent danger exception." The State actors appointed by the court acted under conflict of Interest by withholding exculpatory material and inflicting multiple injuries that Needham has had to seek medical care every day of incarceration.

I Envoke prison mail Box rule 21 (f)

August 27, 2015

Date

Claron DJ Neh

NAME

(37/37)

X

Certificate of Compliance

The number of lines from page 1 thru 37 is 558 of

text per rule 24 (f) (A)

August 26, 2015

Date

Aaron D. J. Nish

NAME

UTAH COURT OF APPEALS

Addendum to
Appellate Brief

Case No. 101500067
Appellate Case No. 20140483-CA

Laura B Dupont
Assistant Attorney General
160 East 300 South 6th floor
P.O. Box 140854
Salt Lake City UT 84114

Aaron David Trent Needham
UTAH STATE PRISON #211547
P.O. Box 250
Draper UT 84020
OG-2-212

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- I. Exhibit #1 copy of Joint Venture Agreement
- II. Exhibit #2 copy of Joint Venture Addendum
- III. Exhibit #3 a copy of Nevada State Property Tax Notice on Lakeridge #1 parcel #
- IV. Exhibit #4 Copy of letter hand delivered to Wayne Hellman of Division of Professional Licensing of Utah
- V. Exhibit #5 copy of six closings checks of distributing funds to Needham by Clem Tebbs thru Title Comp.
- VI. Exhibit #6 lis pendens filed by Tebbs / BACT on 18 properties owned by Needham October 31, 2006
- VII. Exhibit #7 lis pendens release filing by Needham's Counsel Brad Parson of Kwitfaux and associate.
- VIII. Exhibit #8 lis Pendens release from Iron county records office from December 2006
- IX. Exhibit #9 Wade Farroway letter offered after review of letter and documents admitted to DPL
- X. Exhibit #10 a copy of phone conversation between John Tebbs and Rulon Mussar in September 2005
- XI. Exhibit #11 copy of Transcript of Tebbs and Mussar call.

XII Exhibit #12 copy of Affidavit verify it was null on massen

XIII Exhibit #13 copy of witness list admitted by counsel

XIV Exhibit #14 copy of emails to Ben Gordan Counsel request admittance of exhibits at evidential hearing.

XV Exhibit #15 copy of Deposition by Clem Terbos on June 14, 2012

XVI Exhibit #16 copy of Deposition approval by the court on May 24, 2012

XVII Exhibit #17 copy of medical release from hospital describing Needham's health during trial.

XVIII Exhibit #18 Supplemental Affidavit by Herschel Bullen on April 26, 2013

XIX Exhibit #19 Affidavit by Needham by Herschel Bullen on March 7, 2013

XX Exhibit #20 Courts ruling on motion for new trial May 27, 2014

Aaron David Teer Weechom
UTAH STATE PRISON #211547
P.O. Box 250
Draper UT 84020
00-2-212

UTAH COURT OF APPEALS

Aaron D.T. Weechom
petitioner

vs.

State of Utah
Respondent

Affidavit for

Remand back to trial

Court.

Case No. 20140483

I, Aaron Weechom, petitioner, do hereby admit the following Affidavit to present the following exhibits to the court per rule 23B UT.R. AppP. Copies of the exhibits will be presented at the evidential hearing as petitioner continues to experience irregular obstacles with contract attorneys, case managers at the prison and fifth District Court with all appointed counsel by the court. All of the following Exhibits have been in possession of the Attorney General's office and Division of Professional Licensing since 2006 and have been given to all appointed counsel who claim they have no evidentiary value.

1. Exhibit #1 a copy of the letter hand delivered to Wayne Holman by counsel at the September 2006 meeting with supporting documents at the Division of Professional Licensing. A second copy was hand delivered to Wayne Holman for Mark Shurtleff, Attorney General of Utah.

2. Exhibit #2 a copy of the joint venture agreement signed by Clem Tebb and Petitioner.

3. Exhibit #3 a copy of a fax receipt document sent to petitioner from Clem Tebb's office in June 28, 2005 that outlines the number of properties contracted by Weedham Homes for the joint venture agreement as an addendum and Leonard McKnelly's role in the agreement under LMM Construction.

4. Exhibit #4 a copy of a Nevada State property tax notice that identifies petitioner's business P.O. Box and BACT as owner of the property, validating the joint venture agreement and addendum.

5. Exhibit #5 a copy of the lis pendens filed by BACT on (18) eighteen properties appraised at \$7 million dollars owned by petitioner on October 31, 2006 at Fifth District Court - Washington County.

6. Exhibit #6 a copy of the filing for release of the lis pendens filed by Brad Pearson, petitioner's attorney on November 30, 2006.

7. Exhibit #7 a copy of the release of the lis pendens from the Iron County recorder's office that was ordered by the court with no financial obligation owed to BACT in December 2006.

8. Exhibit #8 a copy of a phone conversation between John Tebb and Bullon Mussar, a business associate of both parties that proves John Tebb's demanded to alter the joint venture agreement in September 2005.

9. Exhibit #9 a copy of the transcript recording of the phone conversation between John Tebb and Bullon with John Tebb's confession.

10. Exhibit #10 a copy of the affidavit signed by Pullon Mussen verifying the transcript and audio recording of John Tebb's confession.

11. Exhibit #11 a copy of (b) six closing bids and checks from Mesquite title, fidelity title and Southern Utah title between October 5, 2004 to May 12th, 2005 in two (2) different states.

(A) White Mesa lot 125 on October 5, 2004 for \$16,094.09, Nevada

* need to verify * Mesquite Title

(B) White Mesa lot 131 on October 5, 2004 for \$16,094.09, Nevada

* need to verify * Mesquite Title

(C) Bloomington Ranches 78 Bon April 7th, 2005 for \$41,548.26 Utah

owned by Leonard McKnelly Southern Utah title

(D) La Scala lot 27 on April 23, 2005 for \$33,734.40 ~~Mesquite~~ Nevada
fidelity title

(E) River Hollow lot 28 on May 2, 2005 for \$29,777.52 Utah
Southern Utah title.

(F) River Hollow lot 29 May 12, 2005 for \$29,807.52 Utah
Southern Utah title

12 Exhibit #12 a copy of the letter from Wade Farroway, Assistant Attorney General who met with counsel NATHAN Reeves at Preliminary hearing in July 2011 who agreed to review the Exhibits 1 thru 11 then offered to plea deal in August 2011. Jake Taylor substituted Wade Farroway and with held exhibits 1 thru 11 with assistance from appointed counsel from the court.

13 Exhibit #13 A copy of list of witnesses that was given to Doug Terry and Candice Reid who then altered the list admitted to the court.

- (A) Joseph McPhel, Southern Utah title, Utah
- (B) Cindy Risenberger, ReMax Realty Mesquite
- (C) Tami Brinkerhoff, Equity Title Utah
- (D) Dean Bunchick, Hinton Bunchick
- (E) Dale Bundy, Bundy Excavation
- (F) Samantha Ferguson, Secretary of Needham homes
- (G) Wayne Holman, Investigator Division of Professional Licensing
- (H) Jennifer Melchor fidelity title Mesquite
- (I) Nathan Reeves, petitioners counsel in 2011

14 Exhibits #14 A copy of emails sent to Ben Gordon requesting Submittal of Exhibits 1 thru 11

15 Exhibits #15 A copy of Clem Terts deposition that was staged by Jake Taylor, assistant attorney general.

16 Exhibit #16 Identifies specific statements that are in conflict of the factual material presented in Exhibits 1 thru 12.

(A) On page 18 of Deposition Clem identifies properties fraudulently by BACT also on Exhibit #3 and #11 recognizing Bloomington Ranches 78 B that was owned by Leonard McInelly.

(B) On page 35-36 of Deposition Clem denies the existence of Joint Venture but Exhibit #9 of the property tax notice clearly shows petitioners business P.O. Box and BACT as owner as stated on the joint venture agreement

(c) On pages 42-46 of deposition, Clem Tebbs misrepresents the relationship between BACT and Leonard McKnelly compared to exhibits #3 and #11.

(d) On pages 46-47 of Deposition, Clem Tebbs misrepresents his knowledge and role of Julie Bown on all (6) six title company transactions.

(e) On pages 48-52 of Deposition, Clem Tebbs identifies that Julie Bown handled closings at end of phase I and beginning of phase II starting in October 2004.

(f) On page 52 of Deposition, Clem Tebbs claims he is the only signer for BACT.

(g) On page 54 of Deposition, Clem Tebbs misrepresents the project(s) affiliated to Joint Venture Agreement identified on the Addendum, Exhibit #3.

(h) On page 55 of Deposition, Clement Tebbs contradicts the closing bids identified in Exhibit #11

(i) On pages 58 of Deposition, Clem Tebbs refuses to address the lis pendens Bact and Tebbs were ordered to release identified in Exhibits #5 thru #7 on case no. 060501877 at Fifth District Court Washington County.

(j) On page 60 of Deposition, Clem Tebbs misrepresents his relationship with Leonard McKnelly that Clem claims to only have met Leonard McKnelly in August 2005 that contradicts Exhibit #11(c) that shows Clem Tebbs BACT and LMM Construction, Leonard McKnelly on the check issued by Southern Utah Title on April 7th, 2005.

Ineffective Counsel and prosecution have been in possession of all of these Exhibits since September 2006 and have intentionally withheld this exculpatory material from the court to misconcenate petitioner

I Envoke Prison Mail Box Rule 21(f)

Aug 4, 2015

(S/S)

Prison DJ Ruck

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FOR
AFFIDAVIT FOR REMAND BACK TO TRIAL

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- II. Exhibit #2: Joint Venture Addendum**
- III. Exhibit #3: Copy of Nevada State Property Tax Notice**
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- VI. Exhibit #6: Lis Pendens filed by Clem Tebbs/BACT on Properties Owned by Needham October 31, 2006**
- VII. Exhibit #7: Filing for Release of Lis Pendens by Needham's Counsel Brad Parsons of Kurt Faux and Associates**
- VIII. Exhibit #8: Release of Lis Pendens from Iron County Recorder's Office, December 2006**
- IX. Exhibit #9: Wade Farroway's Letter Offered after Review of Letter and Documents Admitted to DOPL**
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- XI. Exhibit #11: Copy of Transcript of Conversation Between Rullon Musser and John Tebbs**
- XII. Exhibit #12: Copy of Rullon Musser's Affidavit Attesting to the Conversation**
- XIII. Exhibit #13: Copy of Witness List Admitted to Court by Counsel**
- XIV. Exhibit #14: Copy of Addendum to Witness**

- XV. Exhibit #15: Copy of Emails to Ben Gordon Requesting Exhibits 1-11 be Admitted as Evidence**
- XVI. Exhibit #16: Copy of Clem Tebbs Deposition**
- XVII. Exhibit #17: Copy of Deposition Approval by the Court, May 24, 2012**
- XVIII. Exhibit #18: Supplemental Affidavit by Herschel Bullen, April 25, 2013**
- XIX. Exhibit #19: Affidavit by Needham by Herschel Bullen, March 7, 2013**
- XX. Exhibit #20: Court Ruling on Motion for New Trial, May 26, 2013**
- XXI. Exhibit #21: Court Transcript of Statements by Kim Quack and Gordon Vaughn Summers**

EXHIBIT 1

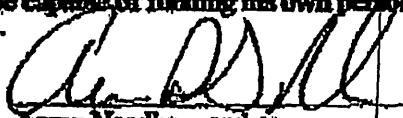
JOINT VENTURE AGREEMENT

**JOINT VENTURE AGREEMENT
BETWEEN
AARON NEEDHAM AND HIS DESIGNATED COMPANIES
AND
THE BACT LIMITED PARTNERSHIP AND ITS DESIGNATED COMPANIES**

It is agreed that The BACT Limited Partnership and or its designated companies will buy and take title to joint venture properties. These funds will be at an interest rate of one percent (1%) per month, payable at the time the property is sold. The costs of constructing the buildings and the administrative costs of construction of the properties will also be provided by The BACT Limited Partnership and or its designated companies.

At the time of each properties' sale, all of the construction costs will be repaid including interest, the land purchase costs including interest, the administrative costs advanced including interest. The balance of the proceeds will be divided one-half (1/2) to Aaron Needham and or his designated companies and one-half (1/2) to The BACT Limited Partnership and or its designated companies.

In order to assist Aaron Needham with his personal cash flow, The BACT Limited Partnership and or its designated companies will advance to Aaron Needham the minimum amount required to cover his personal expenses until the first closing, after which, it is assumed Aaron Needham will be capable of funding his own personal expenses.


Aaron Needham and or
Designated Companies

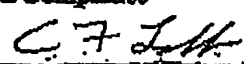
 6-13-05
The BACT Limited Partnership and or
Designated Companies

EXHIBIT 2

JOINT VENTURE ADDENDUM

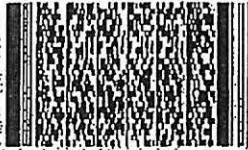
(To be presented in court)



Laura B. Fitzpatrick
Clark County Treasurer
500 S Grand Central Pkwy
P O Box 551220
Las Vegas NV 89155-1220

First-Class Mail
U.S. Postage
PAID
Clark County
64321

Important Real Property Tax Information



0012933 01 MB 0.401 **AUTO T4 0 0003 84791-039797

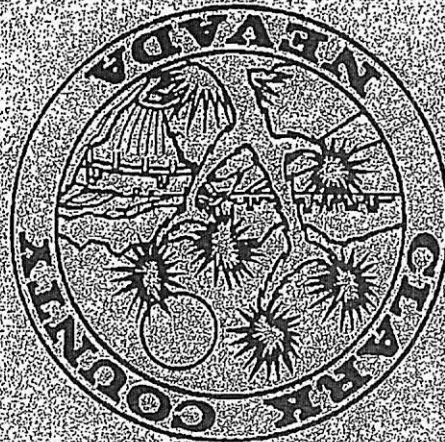


001-08-312-004

BACTLP

P O BOX 910397

ST GEORGE UT 84791-0397





Office of the Clark County Treasurer

PAST DUE NOTICE OF
REAL PROPERTY TAXES

0012923 01 MB 0.401 **AUTO T4 0 0003 84791-039797

001-08-312-004
BACTLP
P O BOX 910397
ST GEORGE UT 84791-0397

October 19, 2012

PARCEL NUMBER: 001-08-312-004
LOCATION: 535 GREENS WAY

Our records indicate that there were past due taxes on the above property as of the date of this letter.

Past Due Amount	\$	327.22 Due immediately
Next Installment Amount	\$	152.90 Due by 1/7/2013
	\$	480.12
To Pay in Full	\$	633.02

**Please pay Past Due Amount IMMEDIATELY to avoid additional penalties.
If a payment was recently made it may not be reflected in this amount.**

You may check the status of taxes or request a duplicate bill 24 hours a day at
www.clarkcountynv.gov/treasurer or by calling 702-455-4323.

Customer service representatives are available by phone to answer your questions weekdays
(excluding holidays) from 8 a.m. to 5 p.m.

If you are the owner of this property and currently in bankruptcy and have not provided evidence of
your bankruptcy filing to this office please do so immediately.

Tear here

CLARK COUNTY TREASURER

Please return this portion with your payment

Fiscal Year 2012-2013

Statement Date: October 19, 2012

Parcel Number	Minimum Due	Minimum with Next Installment	To Pay in Full	Amount Enclosed
001-08-312-004	327.22	480.12	633.02	

Tear here

BACTLP
P O BOX 910397
ST GEORGE UT 84791-0397

Make checks payable to:

Clark County Treasurer
500 S Grand Central Parkway
PO Box 551220
Las Vegas NV 89155-1220



0010831200413300000327220000015290000004801200000633029

EXHIBIT 4

**Copy of Letter Hand Delivered to Wayne
Holman of
Department of Professional Licensing**

Kurt C. Faux *
Jamison N. Pos **
W. Bradley Parsons IV
Jennifer Hodge ***

* Also Licensed in Utah
** Also Licensed in Arizona, Hawaii,
and Washington
*** Also Licensed in California

Faux & Associates

Attorneys At Law

A Professional Corporation
2785 East Desert Inn Road, Suite 270
Las Vegas, Nevada 89121

Telephone
(702) 458-5780

Facsimile
(702) 458-5794

www.fauxlaw.com

September 1, 2006

Via Hand Delivery

Wayne Holman, Investigator
Utah Division of Occupational and Professional Licensing
P.O. Box 146741
Salt Lake City, Utah 84114

RE: Submission of Documents Regarding BACT

Dear Mr. Holman:

Please find enclosed the documents requested regarding Mr. Needham's work with BACT, LLP. BACT, LLP and DT Development had been doing business together for nearly two years when BACT, LLP and DT Development entered into a Joint Venture Agreement wherein BACT, LLP agreed to cover personal expenses and bills to allow Mr. Needham and DT Development to get reestablished in the construction community of Southern Utah. The profit on each project would be split between the parties equally. However, due to the conduct of BACT, LLP, the first closing never took place. The documents found within are organized by subdivision and lot, along with some additional items. The binder contains documents divided into 15 sections as described below.

Tab 1: Contains the Joint Venture Agreement, various letters, contracts, earnest money checks, and correspondence.

The Joint Venture Agreement and two letters to BACT, LLP (Clement Tebbis) are key to show the relationship between the parties. BACT, LLP and DT Development were partners on many of the projects listed below. The relationship became strained and Mr. Needham offered to buy BACT, LLP out of the Agreement and to resolve the strain. BACT, LLP refused the offer and continued to act against the interests of Mr. Needham and DT Development. BACT, LLP, in order to assist Mr. Needham and DT Development, opened a business checking account in the name of DT Development with Clement Tebbis as the sole signator on the account. BACT, LLP was taking over DT Development's financial accounting for all projects and all transactions. This action by BACT, LLP was taken in July and August 2005.

Also enclosed in Tab 1, are copies of a GeoTech bill and a Soils Engineer bill that were sent to DT Development and Mr. Needham after BACT, LLP refused to pay the bills invoiced to BACT, LLP as an expense on the project. BACT, LLP is attempting to push all billing responsibility to Mr. Needham while keeping the property for itself.

Tab 1 also contains earnest money checks that BACT, LLP now seeks to hold against DT Development and Mr. Needham as earnest money lost, and seek to charge Mr. Needham for said loss. However, it was the responsibility of BACT, LLP to close on the homes that it now claims it lost earnest money on. Furthermore, the document prepared by BACT, LLP on November 1, 2005 contained in Tab 1, found immediately following the GeoTech bill in Tab 1, claims that Mr. Needham skimmed money from five projects with BACT, LLP. However, these projects were begun prior to the time BACT, LLP and DT Development entered into the Joint Venture Agreement and the money allegedly skimmed by Mr. Needham was given as a loan by BACT, LLP. In fact, the loan money was repaid to BACT, LLP at closing as shown by the closing HUD's contained in each of the relevant sections. This is true for all projects except those that BACT, LLP ordered construction to stop. Furthermore, BACT, LLP alleges that a payment of \$28,732.77 was taken by Mr. Needham on the La Scala, Lot #26 project. First American Title acknowledges that no payment of \$28,732.77 was ever made to Mr. Needham per a facsimile message to Mr. Needham contained in Tab 5 as well as the closing HUD for the La Scala, Lot #26 project in Tab 5.

Mr. Needham continued, despite the strained relationship, to make payments to BACT, LLP for money given to DT Development. In November 2005, BACT, LLP alleges that it attempted to cash a check from Mr. Needham that would not clear due to insufficient funds. Mr. Needham quickly responded via email to BACT, LLP informing BACT, LLP that Mr. Needham's accountant confirmed that there were sufficient funds to cover the check. In addition, Mr. Needham responded to BACT, LLP, providing BACT, LLP with an account statement that showed sufficient funds to cover the check.

Tabs 2-13 contain documents including, but not limited to, checks, lien and/or labor releases, Buyer's Settlement Statements, Draw Requests, and documents regarding payment to subcontractors, Deeds of Trust, and may include closing HUD's. Tabs 2-13 cover the following lots and are briefly described below:

Tab 2:	Bloomington Ranches, Lot #78B.
Tab 3:	River Hollow, Lot #28.
Tab 4:	River Hollow, Lot #29.

Bloomington Ranches, Lot #78B; River Hollow, Lot #28; and, River Hollow, Lot #29, were not completed by Leonard McKnelly when BACT, LLP, ordered the projects to stop construction. Bloomington Ranches, Lot #78B was stopped after framing was complete. River Hollow, Lot #28 and River Hollow, Lot #29 were stopped after footings completed. Mr. Needham was in charge of organizing the Draw Requests on these projects for Leonard McKnelly and BACT, LLP. These projects were not DT Development projects but are included because BACT, LLP provided loan funds to Mr. Needham for these projects.

I WANT THIS included in our law suit

Tab 5: La Scala, Lot #26.
Tab 6: La Scala, Lot #27.

La Scala, Lot #26; and La Scala, Lot #27, were started by Mr. Needham and DT Development but were taken over by Leonard McKnelly as acting superintendent at the request of BACT, LLP to allow Mr. Needham to focus on organizing projects for the Joint Venture between BACT, LLP and DT Development. With the knowledge and authorization of BACT, LLP, Mr. Needham and Leonard McKnelly of LMM Construction utilized small amounts of money to pay off outstanding bills. These funds were paid directly by BACT, LLP, to the subcontractors and were shown by BACT, LLP as job cost expenses. This money was deducted from DT Development and Leonard McKnelly's gross profit on each project. A Deed of Trust was signed by LMM Construction and Leonard McKnelly to secure BACT, LLP's interests in the funds used.

Tab 7: White Mesa, Lot #125.
Tab 8: White Mesa, Lot #131.

Mr. Needham and DT Development completed stucco work, finish work, and roofing tile. BACT, LLP then ordered Mr. Needham to stop work on the projects and placed Leonard McKnelly on as superintendent. Mr. Needham remained in charge of organizing the Draw Requests on these projects. BACT, LLP authorized Mr. Needham to utilize certain funds from these projects to pay off fines by DOPL as well as outstanding bills.

Tab 9: White Mesa, Lot #101.
Tab 10: White Mesa, Lot #103.

White Mesa, Lot #101; and White Mesa, Lot #103 were completed by Mr. Needham and DT Development. With the knowledge and authorization of BACT, LLP, Mr. Needham utilized small amounts of money to pay off outstanding bills. The money was shown by BACT, LLP as advanced profit to DT Development and was listed as overhead expense.

Tab 11: White Mesa, Lot #102.
Tab 12: White Mesa, Lot #104.
Tab 13: White Mesa, Lot #135.

White Mesa, Lot #102; White Mesa, Lot #104; White Mesa, Lot #135 were completed by Mr. Needham and DT Development. With the knowledge and authorization of BACT, LLP, Mr. Needham utilized small amounts of money to pay off outstanding bills. The money was shown by BACT, LLP as advanced profit to DT Development and was listed as overhead expense.

Tabs 14-15 are described generally as follows:

Tab 14: Contains contracts with John Grealish.

John Grealish introduced Mr. Needham to BACT, LLP. Mr. Grealish was co-signing with Mr. Needham on each of the White Mesa projects. When Mr. Needham prepared to begin the River Hollow, Bloomington Ranches, and the La Scala projects, Mr. Grealish was not be a co-signor on the projects, BACT, LLP did not want to deal with Mr. Grealish any further. Mr. Needham agreed with Mr. Grealish to provide Mr. Grealish a finders fee on the River Hollow, Bloomington Ranches, and La Scala projects due to Mr. Grealish's support on the White Mesa projects. The agreement between Mr. Needham and Mr. Grealish did not impact BACT, LLP in the least as the funds were to be paid by Mr. Needham were to have come from his own profit.

Tab 15: Contains documents regarding repayment of the \$100,000 Deed of Trust in favor of BACT, LLP, as well as payments to BACT, LLP.

When Mr. Needham was first introduced to BACT, LLP, Mr. Needham borrowed \$100,000 from BACT, LLP to consolidate bills. BACT, LLP attached a Deed of Trust Note listed on the projects listed in Tab 15. At each closing, BACT, LLP was given partial payment of the \$100,000 until paid in full. This agreement took place prior to the Joint Venture Agreement.

Please note that on White Mesa, Lot #125 and White Mesa, Lot #131, BACT, LLP sold the homes for \$349,900 and \$305,000, respectively. The money given for job cost expense plus overhead did not exceed the sales price of these homes as outlined by the Joint Venture Agreement, yet all profit was retained by BACT, LLP.

BACT, LLP's goal in filing the complaint with DOPL¹ is to discredit Mr. Needham and DT Development. The actions by BACT, LLP have harmed Mr. Needham and DT Development by forcing Mr. Needham out of the Joint Venture Agreement and allowing BACT, LLP to retain all of the profits from the projects that were put together by Mr. Needham all while making Mr. Needham and DT Development liable for advances paid to DT Development. These actions have resulted in financial loss for Mr. Needham as well as emotional strain. Mr. Needham intends to fully defend himself and DT Development and is preparing to prosecute an action against BACT, LLP for its actions.

It is our client's goal to do everything necessary to comply with the requirements of

¹It has come to the attention of Mr. Needham that BACT, LLP has made a similar complaint with the Nevada State Contractors Board ("NSCB"). Mr. Needham will work with the NSCB and with DOPL to resolve all issues dealing with BACT, LLP and will show that the allegations by BACT, LLP are meant only to harm the interests of Mr. Needham and DT Development.

Wayne Holman
September 1, 2006
Page 5


DOPL to satisfy the inquiry into the baseless allegations raised by BACT, LLP. If anything is missing or you require additional information, please contact us immediately so that we can remedy the problem.

As you know, Mr. Needham is also working with legal counsel in Murray, Utah, who has been in contact with you regarding the current inquiry by DOPL. Mr. Lance D. Thaxton, Esq., at the law firm of Smart, Schofield, Shorter & Lunceford can be reached at 5295 South Commerce Drive, Suite 200, Murray, Utah 84107. Mr. Thaxton can be reached via telephone at 801-747-0647, or via facsimile at 801-747-1049.

If you have any questions or would like to discuss this further, please contact our office.

Sincerely,

FAUX & ASSOCIATES, P.C.


W. Bradley Parsons, IV, Esq.

Enclosure (one binder as described above)

cc: Client
Lance D. Thaxton, Esq.

EXHIBIT 5

**COPY OF SIX CLOSING HUDS
OF DISTRIBUTION OF FUNDS TO
NEEDHAM BY CLEM TEBBS THROUGH
TITLE COMPANY**

LA SCALA
LOT 27

Settlement Statement

First American Title Company of Nevada
Settlement Statement

1-5. Loan Type Com. Unins.
File Number 103-2191575
7. Loan Number
8. Mortgage Insurance Case Number

This settlement statement is given to you for information of actual settlement costs. Amounts paid to and by the mortgagee(s) are shown, items marked "POC" were paid directly to the closing. Fees are shown for non-refundable purposes and are not included in the total.

Name of Borrower: The BACT Limited Partnership
4815 South 900 East, Suite 201, Salt Lake City, UT 84117

Name of Seller: Jerome F.X. Naradzay, Michele L. Naradzay
501 Cindy Sue Mesquite, NV 89027

Name of Lender: Wells Fargo Bank
2324 Overland Avenue P.O. Box 31557 MAC 86955-0118
Billings, MT 59102-5401

Property Location: 680 La Scala, Mesquite, NV 89027

Settlement Agent: First American Title Company of Nevada
Address: 315 Calais Drive, Suite A, Mesquite, NV 89027

L Settlement Date: 02/17/2005

Print Date: 06/19/2005, 3:44 PM

Disclosure Date: 02/17/2005

Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
Contract Sales Price		401. Contract Sales Price	200,000.00
Personal Property		402. Personal Property	
Settlement charges to borrower (line 1400)		403. Total Deposits	
		404.	
		405.	
Amounts for items paid by seller in advance		Adjustments for items paid by seller in advance	
City/County taxes		406. City/County taxes	
County taxes		407. County taxes 02/17/05 to 02/17/05 @ \$1072.76/yr	393.84
		408. Assessments	
		409. HOA/Mesquite Villas Check	35.00
		410. Association Dues 02/17/05 to 03/01/05 @ \$26.00/mo	11.14
		411. Association Dues 02/17/05 to 03/01/05 @ \$100.00/mo	62.86
		412.	
		413.	
		414.	
		415.	
0. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	200,486.84
0 Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
1 Deposit of earnest money		501. Excess deposit (see instructions)	
2 Principal amount of new loan(s)		502. Settlement charges (line 1400)	14,555.00
3 Existing loan(s) taken subject		503. Existing loan(s) taken subject to	
4.		504. Payoff of first mortgage loan - Wells Fargo Bank	112,274.19
5.		505. Payoff of second mortgage loan	
6.		506. Tax installment Amount to Clark County Treasurer's Office	267.73
7.		507.	
		508.	
8.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
10. City/County taxes		510. City/County taxes	
11. County taxes		511. County taxes	
12. Assessments		512. Assessments	
13.		513.	
14.		514.	
15.		515.	
16.		516.	
17.		517.	
18.		518.	
		519.	
19. Total By/For Borrower		520. Total Reduction Amount Due Seller	127,106.92
Settlement From/To Borrower		500. Cash At Settlement To/From Seller	
Amount due from Borrower (line 120)		601. Gross amount due to Seller (line 420)	200,486.84
Less amounts paid by/for Borrower (line 220)		602. Less reductions to amounts due to Seller (line 520)	127,106.92
303		603. Cash (X To) (From) Seller	73,379.92

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

* See Supplemental Page for details.

A. Settlement Statement

First American Title Company of Nevada Settlement Statement

B. Terms of Loan

1-5. Type Conv. Unins.

6. File Number 103-2191675

7. Loan Number

8. Mortgage Insurance Case Number

C. Note: Lender is required to give you a statement of actual settlement costs. Amounts paid to third parties (not settlement agent) are shown. Items marked "P" are paid outside of escrow. They are not reported to HUD. If you are not satisfied, contact the lender.

D. Name of Borrower: The BACT Limited Partnership
4885 South 900 East, Suite 208, Salt Lake City, UT 84117

E. Name of Seller: Jerome F.X. Naradzay, Michele L. Naradzay
501 Cindy Sue Mesquite, NV 89027

F. Name of Lender: Wells Fargo Bank
2324 Overland Avenue P.O. Box 31557 MAC B6965-01B
Billings, MT 59102-6401

G. Property Location: 680 La Scala, Mesquite, NV 89027

H. Settlement Agent: First American Title Company of Nevada
Address: 315 Calais Drive, Suite A, Mesquite, NV 89027

I. Settlement Date: 02/17/2005

Place of Settlement Address: 315 Calais Drive, Suite A, Mesquite, NV 89027

Print Date: 08/19/2005, 3:44 PM

Disbursement Date: 02/17/2005

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price

102. Personal Property

Settlement charges to borrower (line 1400)

105.

Adjustments for items paid by seller in advance

106. City/town taxes

107. County taxes

108. Assessments

109.

110.

111.

112.

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price

402. Personal Property

403. Total Deposits

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes

407. County taxes 02/17/05 to 07/01/05 @ \$1072.76/yr

408. Assessments

409. HOA-Mesquite Vistas Credit

410. Association Dues 02/17/05 to 03/01/05 @ \$26.00/mo

411. Association Dues 02/17/05 to 03/01/05 @ \$100.00/mo

412.

200,000.00

393.84

39.00

11.14

42.86

112		413	
114		414	
115		415	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	200,486.84
200. Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges (line 1400)	14,565.00
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject to	
204		504. Payoff of first mortgage loan - Wells Fargo bank	112,274.19
205		505. Payoff of second mortgage loan	
206		506. Tax installment: Amount to Clark County Treasurer's Office	267.73
207		507	
		508	
		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213		513	
214		514	
215		515	
216		516	
217		517	
218		518	
219		519	
Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	127,106.92
Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)		601. Gross amount due to Seller (line 420)	200,486.84
302. Less amounts paid by/for Borrower (line 220)		602. Less reductions in amounts due to Seller (line 520)	127,106.92
303.		603. Cash (X To) (From) Seller	73,379.92
The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.			
Settlement Agent:		Date:	

* See Supplemental Page for data in

Government Recording and Transfer Charges		
Recording fees Deed \$15.00 Mortgage \$0.00 Release \$0.00		
City/county tax/stamps Deed \$10.00 Mortgage \$0.00		1,020.00
State tax/stamps		
1205		
1206		
1300. Additional Settlement Charges		
1301. Survey to		
1302. Pest Inspection to		
1303. Association Dues for March, 2005 to Mesquite Villas		
1304. Transfer Fee to Association Management Services		100.00
1305. Association Dues for March, 2005 to La Scala HOA		
1306. Capital Contribution to La Scala HOA		80.00
1307. Transfer Fee to Association Management Services		100.00
1308. Inspection to Real Estate Inspection Services of Mesquite		
1309		
1310		
1311		
1312		
1313		
1314		
Supplemental Summary		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		14,565.00

* See Supplemental Page for details

Supplemental Page
HUD-1 Settlement Statement

File No.
103-2191675

First American Title Company of Nevada
Settlement Statement

Loan No.

Settlement Date:
02/17/2005

Borrower Name & Address: The BACT Limited Partnership
4885 South 900 East, Suite 208, Salt Lake City, UT 84117

Seller Name & Address: Jerome F.X. Naradzay, Michele L. Naradzay
501 Cindy Sue Mesquite, NV 89027

Section L. Settlement Charges continued		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1103. Supplemental Summary	965.00		
a: Plain Language Policy - First American Title Company of Nevada			965.00
1201. Supplemental Summary	19.00		
a: Grant Deed - First American Title Company of Nevada			
Supplemental Summary	1,020.00		
Real Property Transfer Tax--County - First American Title Company of Nevada			1,020.00

Section K. Summary of Seller's Transaction continued		Seller Charges	Seller Credits CreCreditsCCredit s
Gross Amount Due To Seller			
500. Reductions In Amount Due to Seller			
504. Supplemental Summary	112,274.19		
a: Principal Balance of Payoff Loan - Wells Fargo Bank		111,573.66	
Interest on Payoff Loan 02/17/05 to 02/23/05 @ \$21.320000/day		126.12	
Interest on Payoff through 02/16/2005 @ \$0.000000/day		545.41	
Recording Fee		15.00	
Statement Forwarding Fee		10.00	

The following Section is restated from the Settlement Statement Page 1

300. Cash At Settlement From/To Borrower	600. Cash At Settlement To/From Seller
301. Gross amount due from Borrower (line 120)	601. Gross Amount due to Seller (line 420)
302. Less amounts paid by/for Borrower (line 220)	601. Less reductions in amounts due to Seller (line 520)
303.	603. Cash (X To) (From) Seller
	200,486.84
	127,106.92
	73,379.92



Fidelity National Title
AGENCY OF NEVADA, INC.

12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
(702) 346-7474 • FAX (702) 346-7469

FACSIMILE TRANSMISSION

ATTN: Aaron

435-674-4049

FROM: Trisha

DATE: October 26, 2005

NO. OF PAGES: 0 - Including coversheet

ESCROW NO: 05-707429-JM

Final HUD

NOTE: If there are any questions concerning this transmission please call at (702) 346-7474

PLEASE NOTE: In the event any of these pages require an ORIGINAL SIGNATURE, please copy the fax transmittal page(s) and sign on the PHOTO COPY and return to us with the original signature.

THANK YOU.

CONFIDENTIALITY NOTICE

The information contained in this facsimile is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the address above via the United States Postal Service. Thank you.

04/20/2005 12:39 FAX 702 348 74

FIDELITY NATIONAL TITLE

0003



Fidelity National Title
AGENCY OF NEVADA, INC.

12 W Mesquite Blvd., Suite 113 • Mesquite, NV 89027
702 346-7474 • FAX 702 346-7469

ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS

To: Fidelity National Title Agency of Nevada, Inc.
Date: April 12, 2005
Escrow No: 05-707429-JM
Property Address: 674 Lascales, Mesquite, NV 89027

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

Buyer/Borrower vesting to read as follows:
Bact Limited Partnership

All other terms and conditions remain the same.

Bact Limited Partnership
BB Management 1, LLC, general partner

by: Clement F. Tabbs

Dontia Lambert

Aaron Needham

Superior Vending Associates, Inc. (Hawaii, Inc.)

Thursday, August 11, 2005, 23.05

Escrow: 05-07-05-707423-JIA

ATTACHMENT TO RESPA

BUYER SELLER

DEPOSITS TO ESCROW

Aaron Needum

5,000.00

DEPOSITS TO ESCROW

Bect Limited Partnership

235,000.00

PAYOFF CHARGES FOR Paul DeHart and Vickie DeHart

Principal Balance

100,000.00

Interest Fr. 03/01/05 To 04/22/05

712.33

CHARGES FROM LINE NO. 1311

Demand of DT Development 35,000.00 less closing costs fees

33,734.40

Deposit due Bect LLP

5,000.00

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement

I hereby authorize the Settlement agent to make expenditures and disbursements as shown above and approve same for payment.

BORROWER(S):

Date: _____

SELLER(S):

Date: _____

I have caused or will cause the funds to be disbursed in accordance with the HUD-1 Statement which I have prepared.

Fidelity National Title Agency of Nevada, Inc.

By _____

Escrow Officer

Date: _____

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN OMB No. 2502-0266	
Fidelity National Title Agency of Nevada, Inc.		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins	
		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins	
		6. EBCROW NUMBER: 05-707429-JM	
		7. LOAN NUMBER:	
		8. MORTGAGE INSURANCE NUMBER:	
NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "P.O.C." WERE PAID OUTSIDE OF THE CLOSING. THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.			
D. NAME OF BORROWER: East United Partnership 874 Lascales Mesquite, NV 89027		E. NAME OF SELLER: Danna Lambert 271 Ransom Rd. #6 Chelalis, WA 98532	
F. NAME OF LENDER:			
G. PROPERTY LOCATION: 874 Lascales Mesquite, NV 89027		H. SETTLEMENT AGENT: Fidelity National Title Agency of Nevada, Inc. PLACE OF SETTLEMENT: 12 W. Mesquite Blvd., Suite 113 Mesquite, NV 89027	
I. SETTLEMENT DATE: 04/22/2005			
J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
101. Total Consideration 200,000.00		401. Total Consideration 200,000.00	
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400) 39,560.40		403.	
104.		404.	
105.		405.	
Adjustments: Items Paid by Seller in Advance		Adjustments: Items Paid by Seller in Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. PPD County Taxes fr 04/21/05 to 07/01/05 191.60		407. PPD County Taxes fr 04/21/05 to 07/01/05 191.60	
108. Assessments		408. Assessments	
109. HOA fr 04/21/05 to 07/01/05 233.33		409. HOA fr 04/21/05 to 07/01/05 233.33	
110. HOA fr 04/21/05 to 05/01/05 8.67		410. HOA fr 04/21/05 to 05/01/05 8.67	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER 240,000.00		420. GROSS AMOUNT DUE TO SELLER 200,433.60	
201. Deposit or earnest money 240,000.00		501. Excess deposit (see instr.)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400) 15,404.78	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff To Paul DeHart and Vickie DeHart 100,712.33	
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212.		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER 240,000.00		520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER 116,117.09	
301. Gross amount due from borrower (line 120) 240,000.00		601. Gross amount due to seller (line 420) 200,433.60	
302. Loss amounts paid by/for borrower (line 220) 240,000.00		602. Loss reduction in amount due seller (in 520) 116,117.09	
303. CASH (FROM) (TO) BORROWER 0.00		603. CASH (FROM) (TO) SELLER 84,316.51	


Fidelity National Title
 AGENCY OF NEVADA, INC.

 12 W. Mesquite Blvd., Suite 113 • Mesq. Ho, NV 89027
 (702) 348-7474 • FAX (702) 348-7488

 DATE: April 20, 2005
 ESCROW NO: 05-707429-JM
 ESCROW OFFICER: Janie Montero

TIME: 13:42:44

CLOSING DATE: April 22, 2005

MASTER STATEMENT
 SELLER(S): Donna Lambert
 BUYER(S): Bact Limited Partnership
 PROPERTY: 674 Lascales, Mesquite, NV 89027

SELLER		BUYER	
\$ DEBIT	\$ CREDIT	\$ DEBIT	\$ CREDIT
			FINANCIAL:
	200,000.00	200,000.00	Total Consideration
			Deposit - Aaron Needum
			Deposit - Bact Limited Partnership
			5,000.00
			235,000.00
			PRORATIONS/ADJUSTMENTS:
	191.60	191.60	Prepaid County Taxes at \$985.39 Annually
			from 04/21/05 to 07/01/05
	233.33	233.33	HOA Dues at \$100.00 Month from 04/21/05
			to 07/01/05
	8.67	8.67	HOA Dues at \$26.00 Month from 04/21/05
			to 05/01/05
			TITLE CHARGES:
787.20			ALTA Residential Owners Policy (6-1-87)
			for 200,000.00
510.00		510.00	Real Property Transfer Tax
15.00			Recon Tracking Fee
100.00			Reconveyance Fee
		20.00	Recording Deed
15.00			Reconveyance(s)
			ESCROW CHARGES
237.50		237.50	Escrow Fee
20.00		20.00	Doc Prep Fees
25.00			Draw Deed
18.50		18.50	Courier Fees
			PAYOFFS - Paul DeHart and Vickie DeHart
			Total Payoff \$100,712.33
100,000.00			Principal Balance
712.33			Interest Fr. 03/01/05 To 04/22/05
			COMMISSIONS:
4,000.00			Listing Brokers Commission to Realty
			Executives 2.00%
8,000.00			Selling Brokers Commission to RE/MAX
			Ridge Realty 4.00%
			HOA CHARGES:
100.00			Transfer Fee
31.00			Dues for April + late charge
52.00			Capital Contribution
		26.00	May HOA dues
			HOA CHARGES:
100.00			Transfer Fee
140.00			Capital Contribution
			MISCELLANEOUS CHARGES:
253.56			Clark County Treasurer for 4th quarter
1,000.00			Limit cost inspections, survey, coils or

Thursday, August 11, 2005, 23:05

Escrow: 05-07-05-707429-JM

ATTACHMENT TO RESPA

BUYER SELLER

DEPOSITS TO ESCROW

Aaron Needum

5,000.00

DEPOSITS TO ESCROW

Bact Limited Partnership

235,000.00

PAYOFF CHARGES FOR Paul DeHart and Vickie DeHart

Principal Balance

100,000.00

Interest Fr. 03/01/05 To 04/22/05

712.35

CHARGES FROM LINE NO. 1311

Demand of OT Development 35,000.00 less closing costs fees

33,734.40

Deposit due Bact LLP

5,000.00

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement.

I hereby authorize the Settlement agent to make expenditures and disbursements as shown above and approve same for payment.

BORROWER(S):

Date: _____

SELLER(S):

Date: _____

I have caused or will cause the funds to be disbursed in accordance with the HUD-1 Statement which I have prepared.

Fidelity National Title Agency of Nevada, Inc.

By: _____

Escrow Officer

Date: _____

Date: April 20, 2005
Escrow No: 05-707429-JM

Page 2

cents
Demand of DT Development 35,000.00 less 33,734.40
closing costs fees
Deposit due DT Development 5,000.00

\$ 84,318.51		BALANCE		
\$ 200,433.60	\$ 200,433.60	TOTAL	\$ 240,000.00	\$ 240,000.00

PLEASE RETAIN FOR YOUR ESCROW FILE

Date: April 20, 2005
Escrow No: 05-707429-JM

Page 2

CERTS
Demand of DT Development 35,000.00 less 33,734.40
closing costs fees
Deposit due DT Development 5,000.00

\$ 84,316.51		BALANCE		
\$ 200,433.60	\$ 200,433.60	TOTAL	\$ 240,000.00	\$ 240,000.00

PLEASE RETAIN FOR YOUR ESCROW FILE



FIDELITY NATIONAL TITLE AGENCY
OF NEVADA, INC.
ESCROW TRUST-MESQUITE BRANCH 295-07
12 W. MESQUITE BLVD., SUITE 113
MESQUITE, NV 89027
(702) 346-7474

BANK OF AMERICA
GLOBAL CLUB SERVICES
333 SOUTH BEAULIEU AVENUE
LOS ANGELES, CA 90017-1486
11-35/1210

066331

ESCROW NO.

05-70-429-11 DATE April 21, 2005

PAY

FIVE THOUSAND AND 00/100***** 15,000.00

TO
THE
ORDER
OF

The EACT Limited Partnership

ESCROW TRUST ACCOUNT - VOID AFTER 90 DAYS

NON-NEGOTIABLETWO SIGNATURES REQUIRED
KB

066331

⑈066331⑈ ⑈21000308⑈ 12332⑈ 13518⑈

FIDELITY NATIONAL TITLE AGENCY
OF NEVADA, INC.
ESCROW TRUST-MESQUITE BRANCH 295-07
(702) 346-7474

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

066331

County #/Branch #: 0014/0007
Date: 04/21/05
Buyer : Eact Limited Partnership
Seller : Donna Lambert
Property: 674 Lascales, Mesquite, NV 89027

Check No: 066331
Amount: \$5,000.00

NON-NEGOTIABLE

RIVER HOLLOW
LOT 28

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Sellers
 Raymon Dale Cox
 Susan Jean Cox

Buyer's Name
 THE EAST UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP

Seller's Address
 1330 SOUTH 2780 EAST
 ST. GEORGE, UTAH 84790

Buyer's Address
 4885 SOUTH 900 EAST #208
 SALT LAKE CITY, UTAH 84117

Property Description
 1330 SOUTH 2780 EAST
 ST. GEORGE, UTAH 84790

Settlement Date 05/06/2005 **Sheet Number** 125192

SALES PRICE	199,000.00	
Down Payment to	He/max First Reaky	5,000.00
EXPENSES:		
Title Insurance Premium		
Recording Fee	15.00	
Escrow Fee	180.00	
Escrow Closing Fee		
Federal Express and Processing Fees	30.00	
Additional Documents		
PRORATIONS: As of 05/01/2005 To 12/31/2005		
Taxes for the year 2005 - 12 Mo. @	1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.		
PAYOFF FEE TO KILAUEA PROPERTY	29,777.02	
Home Owners Association Dues FROM 5/6-8-30 @ \$125/QTR	77.46	
Home Owners Association Transfer Fee	50.00	
NOTE: Sellers portion of 2005 taxes \$338.07 paid directly to Washington County Treasurer by Southern Utah Title at Closing.		
Sub-Totals	\$230,000.00	\$5,000.00
Balance Due from Buyer		\$225,000.00
TOTALS	\$230,000.00	\$230,000.00

Southern Utah Title Company

Approved by:

By: 
 JENNIFER L. BAILEY

THE EAST UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP
 CLEARENCE, TRUSTEES, MANAGING MEMBER OF OR MANAGEMENT, R. D. DINGO
 LIMITED LIABILITY COMPANY, GENERAL PARTNER

Dated

SOUTHERN UTAH TITLE COMPANY

40 South 100 East
St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Sellers
Raymon Dale Cox
Susan Jean Cox

Buyer
THE EAST UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP

Seller's Address

Buying Address
4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117

Property Address
1330 SOUTH 2780 EAST ST. GEORGE, UTAH 84790

Transaction Date	Transaction Number
05/06/2005	126192

SALES PRICE	100,000.00	Deposit
Down Payment to	He/max First Realty	5,000.00

EXPENSES:		
Title Insurance Premium		
Recording fee	15.00	
Flooding Fee	160.00	
Escrow Closing Fee		
Federal Express and Processing Fees	30.00	
Additional Documents		

PRORATIONS: As of 05/07/2005 To 12/31/2005
Taxes for the year 2005 - 12 Mo. @ 1,223.00

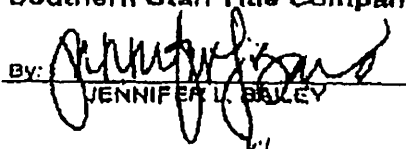
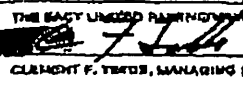
Buyers are responsible for insurance as of date of closing.
Southern Utah Title Company will not be held liable.

PAYOFF FEE TO KILAUEA PROPERTY	29,777.52
---------------------------------------	-----------

Home Owners Association Dues FROM 8/0-6-30 @ \$125/QTR	77.48
Home Owners Association Transfer Fee	60.00

NOTE: Seller's portion of 2005 taxes \$338.07		
paid directly to Washington County Treasurer by Southern Utah Title at Closing.	\$0.00	\$0.00
Sub-Totals	\$230,000.00	\$5,000.00
Balance Due from Buyer		\$225,000.00

TOTALS	\$230,000.00	\$230,000.00
---------------	--------------	--------------

Southern Utah Title Company	Approved by:	THE EAST UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP
By: 		
JENNIFER L. BAILEY		CLEMENT F. TERTS, MANAGING MEMBER OF EE MANAGEMENT, L.L. D0180
		UNITED LIABILITY COMPANY GENERAL PARTNER

Dated

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Memo: ERR

Fee for Lot 28

Wells Fargo Bank, N.A.
ONE SOUTH MAIN ST. GEORGE, UTAH 84770
31-1/1240

126192

162490

5/20/05

AMOUNT

\$ 29,777.52

PAY: Twenty Nine Thousand Seven Hundred Seventy Seven and 52/100 Dollars*****

Pay to the Kilauea Properties
Order of:

Southern Utah Title Company
File Copy

RIVER HOLLOW
LOT 29

MAY 9 2005 5:35PM

SOUTHERN UTAH TITLE

NC. 5767 P. 16

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller Raymon Dale Cox Susan Jean Cox		Buyer THE BACT UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP	
Seller's Address 1330 SOUTH 2780 EAST ST GEORGE, UTAH 84790		Buyer's Address 4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Closing Date 05/06/2005		Document Number 126182	
SALES PRICE		199,000.00	
Down Payment to Re/max First Realty		5,000.00	
EXPENSES:			
Title Insurance Premium			
Recording fee		15.00	
Closing Fee		150.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 05/07/2005 To 12/31/2005			
Taxes for the year 2005 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY		29,777.62	
Home Owners Association Dues FROM 5/5-6-30 @ \$125/QTR		77.48	
Home Owners Association Transfer Fee		50.00	
NOTE: Seller's portion of 2005 taxes \$338.07 paid directly to Washington County Treasurer by Southern Utah Title at Closing.			
Sub-Totals		\$230,000.00	
Balance Due from Buyer		\$225,000.00	
TOTALS		\$230,000.00	

Approved by:

Southern Utah Title Company

By:

JENNIFER L. BRILEY

THE BACT UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP

CLEMENT F. TAYLOR, MANAGING MEMBER OF B8 MANAGEMENT, L.L.C. D2140
LIMITED LIABILITY COMPANY GENERAL PARTNER

Dated

[] Preliminary [X] Final

SOUTHERN UTAH TITLE COMPANY
Custodial Escrow Account
40 South 100 East, St. George, UT 84770

Memo: HIGH GLASS HOMES, INC., A UTAH CORPORATION (CLEMENT
Lot 28 River Hollow

Wells Fargo Bank, N.A.
ONE SOUTH MAIN ST. GEORGE, UTAH 84770
31-1/1240

161541
5/12/05

AMOUNT
\$ 29,807.52

PAY: Twenty Nine Thousand Eight Hundred Seven and 52/100 Dollars*****

Pay to the Order of: Kilacua Properties

Southern Utah Title Company
File Copy

**BLOOMINGTON
RANCHES
LOT 78B**

BUYER'S SETTLEMENT STATEMENT

THE BACT LIMITED PARTNERSHIP,
a Utah Limited Partnership

4885 South 860 East, Suite 200
Salt Lake City, Utah 84117

04/04/2005	125083
------------	--------

Approved by: The Bact Limited Partnership

St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

LMF DEVELOPMENT, INC.
a Utah Corporation

THE BAC LIMITED PARTNERSHIP
a Utah Limited Partnership

12064 S. Shamel Circle
Riverton, Utah 84065

4889 South 600 East, Suite 200
Salt Lake City, Utah 84117

8539 South Solano Way
St. George, Utah 84706

Closing Date: 04/04/2005
Phone Number: 125083

SALES PRICE		98,500.00	
Down Payment to			
EXPENSES:			
Title Insurance Premium			
Recording Fee		17.00	
Closing Fee		99.00	
Escrow Closing Fee			
Federal Express and Processing Fees			
Additional Documents			
CORPORATIONS: As of 04/05/2005 To 12/31/2005			
Taxes for the year 2005 - 12 Mo. @ 448.52			114.28
Money paid towards 2005 taxes		258.01	
Buyers are responsible for insurance as of date of closing.			
Southern Utah Title Company will not be held liable.			
SE: Sellers portion of 2005 taxes \$114.28			
directly to Washington County Treasurer by Southern Utah Title at Closing		\$0.00	\$0.00
Sub-Totals		\$98,874.01	\$114.28
Balance Due from Buyer			\$98,759.73
TOTALS		\$98,874.01	\$98,874.01

Approved by: The Bac Limited Partnership

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Wells Fargo Bank, N.A.

ONE SOUTH MAIN ST. GEORGE, UTAH 84770

31-1/1240

156118

4/7/05

Memo: THE BACT LIMITED PARTNERSHIP, / LMM DEVELOPMENT, INC 125083

Payoff 3538 S Solano Way

AMOUNT

\$ 41,548.26

PAY: Forty One Thousand Five Hundred Forty Eight and 26/100 Dollars*****

Pay to the Needham Homes, Inc.
Order of:

Southern Utah Title Company

File Copy

WHITE MESA

LOT 131

A U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FHMA 3. ☐ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.
6. FILE NUMBER: 13776 7. LOAN NUMBER:
8. MORTGAGE INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: BACT Limited Partnership, a Utah limited partnership
4885 S. 900 B, Ste 208, Salt Lake City, UT 84117

E. NAME & ADDRESS OF SELLER: D T Development Inc., a Utah corporation
2387 S. Colegrove Dr., Washington, UT 84780

F. NAME & ADDRESS OF LENDER:

G. PROPERTY LOCATION: 167 Woodbury Lane, Mesquite, NV 89024

H. SETTLEMENT AGENT: Mesquite Title Company
PLACE OF SETTLEMENT: 840 Pinnacle Court Bldg 3, Mesquite, NV 89027 (702) 346-0404

I. SETTLEMENT DATE: 11/17/2004 Final DISBURSEMENT DATE: 11/19/2004

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price		401. Contract sales price	75,900.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)		403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower:		420. Gross Amount Due To Seller:	75,900.00
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	1,561.40
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff 1st Mtg. Ln. White Mesa, LLC, a Nevada limited	57,900.00
205.		505. Payoff 2nd Mtg. Ln.	
206.		506. Disbursements To Seller	16,096.09
207.		507. Property Tax-1st and 2nd Qtr 04-05	734.79
208.		508. Property Tax-3rd Quarter 2004/05	109.72
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower:		520. Total Reductions In Amount Due To Seller:	75,900.00
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)	75,900.00
302. Less amount paid by/for borrower (line 220)		602. Less reductions in amount due seller (line 520)	75,900.00
303. Cash (<input type="checkbox"/> FROM) (<input type="checkbox"/> TO) Borrower:	0.00	603. Cash (<input type="checkbox"/> TO) (<input type="checkbox"/> FROM) Seller:	0.00

GENERAL INFORMATION

PARCEL NO. 001-17-611-025
OWNER AND MAILING ADDRESS PROPER REUBEN R & CHARLEEN A
 167 WOODBURY LN
 MESQUITE NV 89027-8141

LOCATION ADDRESS CITY/TOWNSHIP 167 WOODBURY LN
 MESQUITE
ASSESSOR DESCRIPTION WHITE MESA SUB PHASE 1
 PLAT BOOK 109 PAGE 15
 LOT 125

RECORDED DOCUMENT NO. * 20060627-06641
RECORDED DATE 06/27/2006
VESTING JOINT TENANCY

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE

TAX DISTRICT 901
APPRAISAL YEAR 2005
FISCAL YEAR 06-07
SUPPLEMENTAL IMPROVEMENT VALUE 0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER N/A

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2005-06	2006-07
LAND	16100	17500
IMPROVEMENTS	0	49530
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED	16100	67030
TAXABLE VALUE LAND+IMP	46000	191514

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE 0.29 Acres
ORIGINAL CONST. YEAR 2005
LAST SALE PRICE 349900
MONTH/YEAR 06/06
LAND USE RESIDENTIAL SINGLE FAMILY
DWELLING UNITS 1

PRIMARY RESIDENTIAL STRUCTURE

TOTAL LIVING SQ. FT.	1880	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	1640	STORIES	TWO STORY	POOL	NO
2ND FLOOR SQ. FT.	240	BEDROOMS	4	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	462	FIREPLACE	0	ROOF TYPE	CONCRETE TILE

L.		SETTLEMENT	CHARGES	Escrow: 13776		
700. Total Sales/Broker's Commission:						
Based On Price \$				@	% =	
Division of Commission (line 700) As Follows:						
701 \$	to				Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
702 \$	to					
703 Commission paid at settlement						
704.						
800. Items Payable In Connection With Loan:						
801. Loan Origination fee				%		
802. Loan Discount				%		
803. Appraisal fee to:						
804. Credit report to:						
805. Lender's inspection fee						
806. Mortgage insurance application fee to						
807. Assumption fee						
808.						
809.						
810.						
811.						
812.						
813.						
814.						
815.						
816.						
900. Items Required By Lender To Be Paid In Advance:						
901. Interest from	to	@ \$	/day			
902. Mortgage insurance premium for	mo. to					
903. Hazard insurance premium for	yrs. to					
904. Flood insurance premium for	yrs. to					
905.						
906.						
1000. Reserves Deposited With Lender:						
1001. Hazard insurance	0 months @ \$	0.00 per month				
1002. Mortgage insurance	0 months @ \$	0.00 per month				
1003. City property taxes	0 months @ \$	0.00 per month				
1004. County property taxes	0 months @ \$	0.00 per month				
1005. Annual assessments	0 months @ \$	0.00 per month				
1006. Flood insurance	0 months @ \$	0.00 per month				
1007.	0 months @ \$	0.00 per month				
1008. Aggregate Adjustment						
1009.						
1100. Title Charges:						
1101. Settlement or closing fee to Mesquite Title Company						459.00
1102. Abstract or title search to						
1103. Title examination to						
1104. Title insurance binder to						
1105. Document preparation to Mesquite Title Company						50.00
1106. Notary fees to						
1107. Attorney's fees to						
(includes above item Numbers:)						
1108. Title insurance to Mesquite Title Company						
(includes above item Numbers:)						229.00
1109. Lender's coverage \$						
1110. Owner's coverage \$75,900.00 Premium \$229.00						
1111. Courier Fee to Mesquite Title Company						60.00
1112. Wire/Express Mail to Mesquite Title Company						50.00
1113. Miscellaneous Charge RPTT to Mesquite Title Company						295.80
1114.						
1200. Government Recording and Transfer Charges:						
1201. Recording fees: Deed \$	30.00	Mortgage \$	0.00	Release \$	0.00	30.00
1202. City/county tax/stamps: Deed \$	31.60	Mortgage \$	0.00			31.60
1203. State tax/stamps: Deed \$	1.00	Mortgage \$	0.00			
1204.						
1205.						
1300. Additional Settlement Charges:						
1301. Survey to						
1302. Pest inspection to						
1303.						
1304.						
1305.						
1306.						
1307.						
1308.						
1309.						
1310.						
1311.						
1312.						
1313.						
1400. Total Settlement Charge (Enter on line 103, Section I - and - line 502, Section F)						1,561.40

SELLER'S AND/OR BORROWER'S STATEMENT

Escrow. 13776

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Pam JolleyDate: 8/25/06

for Robert C. Sherratt, Mesquite Title Company

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

EXHIBIT 6

**LIS PENDENS FILED BY CLEM
TEBBS/BACT
ON PROPERTIES OWNED BY
NEEDHAM, OCTOBER 31, 2006**

To Brad Arsen
702-488-5794

4
2nd
20L

Michael D. Roberts (7607)
MICHAEL D. ROBERTS, P.C.
310 East 4500 South, Suite 100
Salt Lake City, Utah 84107
Telephone: (801)355-4800
Fax: (801)747-1667
Attorney for Plaintiff
File No. 606009.03

00541105

Lis Pendens #: 1851 P: 1834 Fee \$38.88
Patty Cutler, Iron County Recorder Page 1 of 4
11/2/00 12:54 PM by MICHAEL D. ROBERTS



FIFTH DISTRICT COURT, ST. GEORGE DEPARTMENT
WASHINGTON COUNTY, STATE OF UTAH

BACT, a Limited Partnership,

Plaintiff,

v.

AARON NEEDHAM,
JOHN P. GREALISH,
DT DEVELOPMENT, INC.,
NEEDHAM HOMES, INC.,
NEEDHAM HOMES & DEVELOPMENT,
INC.,
KILAUEA PROPERTIES, LLC,
LMM DEVELOPMENT, INC.,
CHERYL A. MOUNT,
BILLY MOUNT, and
JOHN DOES 1 - 100,

Defendants.

LIS PENDENS

Case No. 060501877

Judge James D. Shumate

TO WHOM IT MAY CONCERN:

Please take notice that the above-captioned case has been filed in the Fifth District Court of Washington County, State of Utah, against the above-named defendants. The object and purpose of this suit is to quiet title to real property, including that described below. Other causes of action asserted in the lawsuit are breach of contract, unjust enrichment, breach of implied



covenant of good faith and fair dealing, conversion, breach of fiduciary duty, constructive trust, equitable lien, accounting, deceit and civil conspiracy, fraud, and punitive damages.

Any and all parties seeking to acquire or alienate any interest in the above-described property should take notice of the pendency of this action.

The parcels of real property affected by this action located in Iron County are described as follows:

3D Parcel One: Lot 3, Block D, West View Estates Subdivision, Phase III.

Tax Parcel D-1209-D-3.

Mc Parcel Two: Lot 16, Block "C", West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000C-0016.

ED Parcel Three: Lot 8, Block "D", West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000D-0008.

le phio Parcel Four: Lot 6, Equestrian Pointe Subdivision, Phase 10.

Tax Parcel B-1813-0006.

3E Parcel Five: Lot 3, Block E, West View Estates Subdivision.

Tax Parcel D-1209-000E-0003.

18F Parcel Six: Lot 18, Block F, West View Estates Subdivision, Phase 3.

Tax Parcel D-1209-000F-0018.

2E Parcel Seven: Lot 2, Block E, West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000E-0002.

9 SC Parcel Eight: Lot 9, Sunset Canyon Estates, Phase 4.

Tax Parcel B-1858-0009-0000.

00541105

Lix Pendens B: 1081 P: 1035 Fee 335.00
Patsy Cutler, Iron County Recorder Page 2 of 4
11/2/08 12:54 PM By MICHAEL D ROSENTH



2F

Parcel Nine: Lot 2, Block "F", West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000X-0002.

8 PH 10

Parcel Ten: Lot 8, Equestrian Pointe, Phase 10. Tax Parcel B-1813-008.

Parcel Eleven: Lot 21, Block B, Westview Estates Subdivision, Phase III.

Tax Parcel D-1209-B-21.

lot 2 WD

Parcel Twelve: Lot 2, Block D, West View Estates Subdivision, Phase III.

Tax Parcel D-1209-D-2.

9 PH 10

Parcel Thirteen: Lot 9, Equestrian Pointe Subdivision, Phase 10.

Tax Parcel B-1813-0009.

6D

Parcel Fourteen: Lot 6, Block D, Westview Estates Subdivision, Phase III.

Tax Parcel D-1209-D-6.

10 SC

Parcel Fifteen: Lot 10, Sunset Canyon Estates, Phase 4.

Tax Parcel B-1858-0010-0000.

16 C

Parcel Sixteen: Lot 16, Block "C", West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000C-0016.

8D

Parcel Seventeen: Lot 8, Block "D", West View Estates Subdivision, Phase III.

Tax Parcel D-1209-000D-0008.

4A

Parcel Eighteen: Lot 4, Block A, West View Estates Subdivision, Phase II.

Tax Parcel D-1207-A-4.

Parcel Nineteen: Lot 27, The Trails at Navajo Subdivision, Phase 2-A.

Tax Parcel A-1184-27.

00541105

Lin Pandey R: 1881 P: 1898 Fee \$35.00 Page 3 of 4
Patsy Cutler, Iron County Recorder
11/2/05 12:04 PM By MICHAEL O ROBERTS

Parcel Twenty: Lot 36, The Trails at Navajo Subdivision, Phase 2-A.

Tax Parcel A-1184-0036-0000.

Parcel Twenty-one: The West 6 rods of Lot 4, Block 3, Plat A, and the West 6 rods of Lot 1, Block 1 South, Plat B, Parowan City Survey. Tax Parcel A-0051-0000-0000.

Dated this 31 day of October, 2006.

MICHAEL D. ROBERTS, P.C.

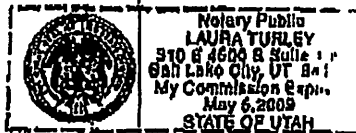
Michael D. Roberts

Michael D. Roberts

STATE OF UTAH }

COUNTY OF SALT LAKE }

On the 31 day of October, 2006, personally appeared before me Michael D. Roberts, the signer of the foregoing Lis Pendens who duly acknowledged to me that he execute the same.



[Signature]
NOTARY PUBLIC



00541105

Lis Pendens #1184-0036-0000 Fee \$35.00
Patsy Cutler, Iron County Recorder Page 4 of 4
11/2/06 12:54 PM By MICHAEL D. ROBERTS
[Barcode]

FIFTH DISTRICT COURT-ST GEORGE
WASHINGTON COUNTY, STATE OF UTAH

BACT LP vs. AARON NEEDHAM

CASE NUMBER 060501877 Contracts

CURRENT ASSIGNED JUDGE
JAMES L SHUMATE

PARTIES

Plaintiff - BACT LP
Represented by: MICHAEL D ROBERTS

Defendant - AARON NEEDHAM

Defendant - DT DEVELOPMENT INC

Defendant - NEEDHAM HOMES INC

Defendant - NEEDHAM HOMES AND DEVELOPMENT

Defendant - KILAUEA PROPERTIES INC

Defendant - LMM DEVELOPMENT INC

Defendant - CHERYL A MOUNT

Defendant - BILLY MOUNT

Defendant - JOHN DOES 1-100

ACCOUNT SUMMARY

TOTAL REVENUE	Amount Due:	155.00
	Amount Paid:	155.00
	Credit:	0.00
	Balance:	0.00

REVENUE DETAIL - TYPE: COMPLAINT 10K-MORE

	Amount Due:	155.00
	Amount Paid:	155.00
	Amount Credit:	0.00
	Balance:	0.00

CASE NOTE

Printed: 11/14/06 12:44:21

Page 1

CASE NUMBER 060501877 Contracts

PROCEEDINGS

10-10-06 Case filed

10-10-06 Judge SHUMATE assigned.

10-10-06 Filed: Complaint 10K-MORE

10-10-06 Fee Account created

Total Due: 155.00

10-10-06 COMPLAINT 10K-MORE

Payment Received: 155.00

Note: Code Description: COMPLAINT 10K-MORE, Mail Payment:

10-11-06 Tracking started for Other. Review date Apr 06, 2007.

Printed: 11/14/06 12:44:21

Page 2 (last)

EXHIBIT 7

**FILING FOR RELEASE OF
LIS PENDENS BY NEEDHAM'S
COUNSEL BRAD PARSONS OF KURT
FAUX AND ASSOCIATES**

Kurt C. Faux, Esq.
Utah Bar No. 4977
FAUX & ASSOCIATES, P.C.
2785 East Desert Inn Road, Suite 270
Las Vegas, Nevada 89121
(702) 458-5790
Attorneys for Defendants
AARON NEEDHAM, NEEDHAM HOMES, INC.,
KILAUEA PROPERTIES, LLC AND DT DEVELOPMENT, INC.

IN THE FIFTH DISTRICT COURT, ST. GEORGE DEPARTMENT,
WASHINGTON COUNTY, STATE OF UTAH

ASSOCIATES, P.C.

EAST DESERT INN ROAD
270
VEGAS, NEVADA 89121
TEL: (702) 458-5790
FAX: (702) 458-5794

BACT, A Limited Partnership,

Plaintiff,

vs.

AARON NEEDHAM,
JOHN P. GREALISH,
DT DEVELOPMENT, INC.,
NEEDHAM HOMES, INC.,
KILAUEA PROPERTIES LLC,
LLM DEVELOPMENT, INC.
CHERYL A. MOUNT
NEEDHAM HOMES & DEVELOPMENT
BILLY MOUNT AND JOHN DOES 1-100

Defendants.

CIVIL NO. :060501877
JUDGE :James D. Shumate

AFFIDAVIT OF AARON NEEDHAM IN SUPPORT
OF RELEASE OF LIS PENDENS

STATE OF UTAH)

COUNTY OF WASHINGTON)

: ss

AARON NEEDHAM, being first duly sworn upon oath, deposes and says that:

1. On behalf of DT Development I entered in to business relationship wherein

Clement Tebbs representing Plaintiff BACT, LLP.

2. While a business relationship existed in the past between Affiant representing DT Development and BACT, LLP, the properties that are listed on Plaintiff's Lis Pendens have absolutely no relationship to BACT, LLP. Development of all of these properties began well after the relationship with BACT, LLP ended on or about November 8, 2006.

2. As President of DT Development Inc. and Needham Homes, Inc., Affiant is familiar with the construction projects and lenders for the various projects and the funding sources.

3. Plaintiff BACT LLP attached a Lis Pendens to numerous properties in which it never contributed any amount of funding towards and has no claim to title or proceeds from the sale of said properties. True and correct copies of the lending documents are attached hereto as Exhibit "1". The properties/projects subject to the Lis Pendens did not even originate until well after BACT LLP ended.

4. Affiant has already been irreparably damaged by Plaintiff's Lis Pendens which clouded title and forced a buyer to rescind a sales transaction. Numerous other impending sales transactions also will not go through because of the Lis Pendens.

5. It has been necessary for Affiant to obtain the services of an attorney to defend my claim and to expend costs necessary to release the Lis Pendens.

8. Affiant specifically requests that Judgment be entered as set forth in the Affidavit of Kurt C. Faux In Support of Release of Lis Pendens together with interest at the legal rate.

Further Affiant sayeth naught.

DATED this 30 day of November, 2006.



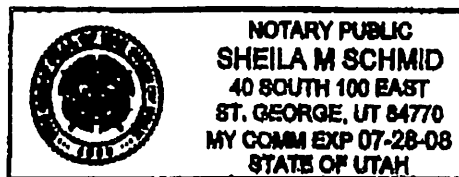
AARON NEEDHAM

SUBSCRIBED and SWORN to before me
on this 30th day of November, 2006.

ASSOCIATES, P.C.
EAST BERT INN ROAD
270
VEG. EVADA 89121
TEL (702) 458-5790
F (702) 458-5794

Sheila M. Schmid

NOTARY PUBLIC



: ASSOCIATES, P.C.

EAST DESERT INN ROAD
270
VEG. 2VADA 89121
TEL: (702) 458-5790
FAX: (702) 458-5794

EXHIBIT 8

**RELEASE OF LIS PENDENS FROM IRON
COUNTY**

**RECORDER'S OFFICE,
DECEMBER 2006**

P 4
202

KENNETH B. GRIMES (6555)
Attorney for Plaintiff
4885 South 900 East, Suite 211
Salt Lake City, Utah 84117
Telephone: (801) 266-6816
File No. 606009.03

00544219

Rel of Lis Pendens B: 1089 P: 0652 Fee \$35.00
Patsy Cutler, Iron County Recorder Page 1 of 4
12/29/06 10:42 AM By KENNETH B GRIMES



FIFTH DISTRICT COURT, ST. GEORGE DEPARTMENT

WASHINGTON COUNTY, STATE OF UTAH

BACT, a Limited Partnership,

:

RELEASE OF LIS PENDENS

Plaintiff,

:

vs.

:

AARON NEEDHAM; JOHN P.
GREALISH; DT DEVELOPMENT,
INC.; NEEDHAM HOMES; INC.
NEEDHAM HOMES &
DEVELOPMENT, INC.; KILAUEA
PROPERTIES, LLC; LMM
DEVELOPMENT, INC.; CHERYL
MOUNT; BILLY MOUNT; and
JOHN DOES 1-100,

:

:

:

:

Case No. 060501877

Defendants.

:

Judge James D. Shumate

TO WHOM IT MAY CONCERN:

The above-named Plaintiff, by and through its undersigned attorney of
record, hereby releases and discharges the Lis Pendens, dated October 31, 2006

and filed in the office of the Iron County Recorder on November 2, 2006, as entry
No. 00541105.

The parcels of real property affected by this action located in Iron County
are described as follows:

Parcel One: Lot 3, Block D, West View Estates Subdivision, Phase III.
Tax Parcel D-1209-D3.

Parcel Two: Lot 16, Block "C", West View Estates Subdivision, Phase III.
Tax Parcel D-1209-000C-0016.

Parcel Three: Lot 8, Block "D", West View Estates Subdivision, Phase
III. Tax Parcel D-1209-000D-0008.

Parcel Four: Lot 6, Equestrian Pointe Subdivision, Phase 10. Tax Parcel
B-1813-0006.

Parcel Five: Lot 3, Block E, West View Estates Subdivision. Tax Parcel
D-1209-000E-0003.

Parcel Six: Lot 18, Block F, West View Estates Subdivision, Phase 3. Tax
Parcel D-1209-000F-0018.

Parcel Seven: Lot 2, Block E, West View Estates Subdivision, Phase III.
Tax Parcel D-1209-000E-0002.

Parcel Eight: Lot 9, Sunset Canyon Estates, Phase 4. Tax Parcel B-1858-
0009-0000.

Parcel Nine: Lot 2, Block "F", West View Estates Subdivision, Phase III.
Tax Parcel D-1209-000F-0002.

00544219

Rel of Lis Pendens B: 1069 P: 0653 Fee \$36.00
Patsy Cutler, Iron County Recorder Page 2 of 4
12/29/08 10:42 AM By KENNETH B GRIMES



Parcel Ten: Lot 8, Equestrian Pointe Subdivision, Phase 10. Tax Parcel
B-1813-008.

Parcel Eleven: Lot 21, Block B, Westview Estates Subdivision, Phase III.
Tax Parcel D-1209-B-21.

Parcel Twelve: Lot 2, Block D, West View Estates Subdivision, Phase III.
Tax Parcel D-1209-D-2.

Parcel Thirteen: Lot 9, Equestrian Pointe Subdivision, Phase 10. Tax
Parcel B-1813-0009.

Parcel Fourteen: Lot 6, Block D, West View Estates Subdivision, Phase
III. Tax Parcel D-1209-D-6.

Parcel Fifteen: Lot 10, Sunset Canyon Estates, Phase 4. Tax Parcel B-
1858-0010-0000.

Parcel Sixteen: Lot 16, Block "C", West View Estates Subdivision, Phase
III. Tax Parcel D-1209-000C-0016.

Parcel Seventeen: Lot 8, Block "D", West View Estates Subdivision,
Phase III. Tax Parcel D-1209-000D-0008.

Parcel Eighteen: Lot 4, Block A, West View Estates Subdivision, Phase
II. Tax Parcel D-1207-A-4.

Parcel Nineteen: Lot 27, The Trails at Navajo Subdivision, Phase 2-A.
Tax Parcel A-1184-27.

Parcel Twenty: Lot 36, The Trails at Navajo Subdivision, Phase 2-A. Tax
Parcel A-1184-0036-0000.

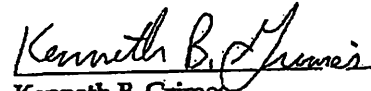
00544219

Rel of Lis Pendens B: 1069 P: 0654 Fee \$36.00
Patsy Cutler, Iron County Recorder Page 3 of 4
12/25/06 10:42 AM By KENNETH B GRIMES



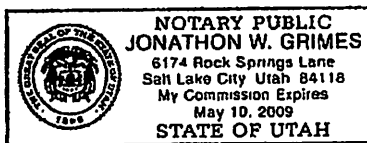
Parcel Twenty-One: The West 6 rods of Lot 4, Block 3, Plat A, and the
West 6 rods of Lot 1, Block 1 South, Plat B, Parowan City Survey. Tax Parcel A-
0051-0000-0000.


Dated this 26th day of December, 2006.


Kenneth B. Grimes
Attorney for Plaintiff

STATE OF UTAH }
 }
COUNTY OF SALT LAKE }

On the 26 day of December, 2006, Kenneth B. Grimes personally
appeared before me and signed and acknowledged the foregoing Release of Lis
Pendens.




NOTARY PUBLIC, residing in:
Salt Lake County, Utah

00544219

Rel of Lis Pendens B: 1059 P: 0655Fee \$36.00
Patsy Cutler, Iron County Recorder Page 4 of 4
12/29/06 10:42 AM By KENNETH B GRIMES



EXHIBIT 9

**WADE FARROWAY'S LETTER OFFERED
AFTER
REVIEW OF LETTER AND DOCUMENTS
ADMITTED TO DOPL**

STATE OF UTAH
OFFICE OF THE ATTORNEY GENERAL



MARK L. SHURTLEFF
ATTORNEY GENERAL

JOHN E. SWALLOW
Chief Deputy

Protecting Utah • Protecting You

KIRK TORGENSEN
Chief Deputy

August 23, 2011

Nathan Reeve, Esq.
SANDERS, RUESCH & REEVE
55 South 300 West, #1
Hurricane, UT 84737

Re: State of Utah vs. Aaron Needham

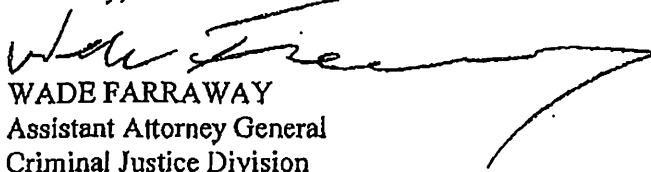
Dear Nathan:

Given our upcoming status hearing on October 25, 2011 before Judge Walton, the time required to prepare this case for a possible two-week trial, as well as the time required for Agent Terry Powell to continue with the further investigation of this matter as we had agreed, leads me to believe that settlement may be a proper option.

In looking at a two week trial and the expense involved for both your client as well as the State, little will be gained given your client's current disability and ability to pay. As a result, I would be willing to consider any proposed settlement you believe to be fair, short of dismissal.

If you could respond to this letter on or before September 1, 2011, it would be much appreciated. You can contact me or Scheree at the following email addresses:
sewilcox@utah.gov or wfarroway@utah.gov.

Sincerely,


WADE FARRAWAY
Assistant Attorney General
Criminal Justice Division

WF/sw

EXHIBIT 10

**CD COPY OF PHONE CONVERSATION
BETWEEN
RULLON MUSSER AND JOHN TEBBS**

(To be presented at trial)

1 after that?

2 A. After. You had to have two years'
3 experience. I got that after I graduated. I went to
4 school for five years, went in the Air Force for two
5 years, came back for two more years, went to work for
6 a regional CPA firm, then a national CPA firm. When
7 I went to work for the regional CPA firm, that's when
8 I became a CPA.

9 Q. Oh, all right.

10 A. As a national firm, I was the regional
11 manager and the coordinator of legal problems.

12 Q. Wow.

13 A. Back in those days you had to have a legal
14 background or they wouldn't hire you.

15 Q. I see. So that's why you got your law
16 degree?

17 A. I didn't get a degree. I wanted the
18 background. I never had a skill in litigation, but
19 what I wanted to be sure of is that the contract law
20 I was competent. And if you were dealing with an
21 attorney, they were not anything but supporting you.

22 Q. Okay. I understand. So you've had a --

23 A. And I have an actuarial background too.

24 Q. Oh. Tell me a little bit about that.

25 A. I used to audit insurance companies for-

1 the State of Utah when I was working for Peat
2 Marwick. That was a national firm and they had
3 actuaries that came in and did part of the work, and
4 it became simple to me to just gain that skill. I
5 only took three of the seven tests, but it was enough
6 to gain the understanding. And that's how I think.
7 I think actuarially.

8 Q. Okay.

9 A. Do you know what an actuary is?

10 Q. I do.

11 A. What is it?

12 Q. Well, it's my turn to ask the questions.

13 I want to go forward and we'll chat about it after
14 we're off the record.

15 A. No, that's okay.

16 Q. Okay. So you have a great deal of
17 background in finance and law and accounting, then?

18 A. I think so.

19 Q. Yeah, I think you have quite an impressive
20 resume. I would like to go to the point in time
21 where you met Mr. Needham. Do you recall
22 approximately when -- what year that was?

23 A. Approximately '04. I'm not sure.

24 Q. 2004? Okay. All right. And then we
25 talked a little bit on prior -- counsel for the state

1 talked about this, as you called it, phase I set of
2 homes that you worked with for Mr. Needham. Do you
3 recall how much money you invested in that project?

4 A. No.

5 Q. Okay. Does \$100,000 sound about right?

6 A. Oh, no, way more than that.

7 Q. More than that. Okay. How many homes
8 were involved in that?

9 A. I think in the first phase there was about
10 five.

11 Q. Five homes. And, as I recall, those were
12 St. George homes, to your recollection?

13 A. I can't represent that, but that sounds
14 right. I'm not sure. I don't go down and
15 investigate them. I have people that do this for me.

16 Q. Right. Do you recall at what point you
17 came into that phase I? Were you the initial money
18 person or was the construction already underway?

19 A. I was the initial.

20 Q. You were the initial?

21 A. Uh-huh (affirmative).

22 Q. Okay. Now, you indicated that at some
23 point Mr. Needham had had some problems as a general
24 contractor and his licensing here in Utah. Do you
25 recall if that was during phase I?

1 A. I don't think so.

2 Q. Okay.

3 A. You're talking about my knowledge, not
4 when he had the problem?

5 Q. Correct, to your knowledge.

6 A. I had no knowledge of it in phase I. I
7 didn't, in fact.

8 Q. Okay. And that's fine. We're interested
9 in what you recall and your understanding for today.
10 Do you recall Mr. McKneeley assisting on phase I, a
11 Leonard McKneeley?

12 A. I don't think it was in phase I, no.

13 Q. Okay. So your recollection is he was not
14 in phase I?

15 A. That's right.

16 Q. Okay. Do you recall ever meeting
17 Mr. McKneeley?

18 A. Yes.

19 Q. Okay. Do you recall when that was?

20 A. No.

21 Q. Okay. What was his role in phase I?

22 A. I told you, he wasn't.

23 Q. Okay. He was not in phase I?

24 A. That I know of.

25 Q. Okay. So your perception is you didn't

1 meet him until later?

2 A. The first time I met him was when we found
3 out that he had been receiving money that -- for his
4 project that was designated for something that
5 supposedly was being done by somebody else, and then
6 we -- I had my people get in touch with him and he
7 admitted that it was improper. He knew from the
8 beginning it was improper.

9 Q. So this is a phase II issue where you met
10 him?

11 A. Well, I didn't meet him initially. It was
12 later on he talked to my son John and my other
13 people.

14 Q. Okay.

15 A. I saw him right at the end.

16 Q. I see. So your only interaction with him
17 was that --

18 A. Was through other people.

19 Q. Okay. So you never met with him
20 one-on-one?

21 A. Well, I did at the end.

22 Q. At the end. Okay. And that's that
23 meeting you discussed?

24 A. There may have been more than that, but,
25 yes, that one.

1 Q. Okay. Now, on phase I --

2 A. Prior to that meeting, the key thing to
3 all of it was a conversation that he had with John or
4 some other people of mine where he fully admitted to
5 everything.

6 Q. Okay.

7 A. My understanding is he was later
8 convicted.

9 Q. Okay. Now, going back to phase I, you
10 said that you had invested more than \$100,000.

11 A. Oh, yeah.

12 Q. You did get repaid on all of that?

13 A. Reasonably.

14 Q. Okay. When you say reasonably, what do
15 you mean by reasonably?

16 A. The profit that you would have normally
17 had or thought you had wasn't necessarily achieved,
18 but it was not -- I don't recall any fraudulent
19 conduct of any material nature in phase I.

20 Q. Right. What was the profit margin you
21 were hoping for to achieve in that?

22 A. I don't recall.

23 Q. Okay. But whatever it was --

24 A. Well, it was an interest rate on the money
25 and then a percentage of the profit at the end. I

1 don't remember. It was something like that.

2 Q. All right. You don't recall the specific
3 interest rate --

4 A. No.

5 Q. -- or the specific --

6 A. No.

7 Q. But you --

8 A. It would be what would be normal at that
9 time.

10 Q. Okay.

11 A. This is just one of many things that I was
12 involved with.

13 Q. Oh, I understand that you had a great
14 number of business dealings at the time and you were
15 supervising a lot of different areas.

16 A. Yes.

17 Q. I just need to know what you recall and
18 what you don't, and that's all.

19 Now, do you recall if Mr. Needham paid you
20 back on that phase I investment?

21 A. I don't remember a problem of any
22 substance.

23 Q. Okay.

24 A. I can't -- I don't have a technical memory
25 of that. I don't have a memory of any problem

1 material.

2 Q. My question was inartful. Let me rephrase
3 it. Do you recall the entity that repaid you on
4 phase I?

5 A. No.

6 Q. Okay. And you didn't know during phase I
7 that Mr. Needham was in trouble with the Department
8 of Public Licensing or DOPL?

9 A. That's right.

10 Q. Okay.

11 A. I was relying on John Grealish's
12 representations of what he was, and my dealings with
13 him were kind of indirect.

14 Q. Okay.

15 A. It came up a few times, but they were not
16 of technical substance.

17 Q. Okay. So Mr. Grealish, did he work with
18 you as well in phase II in those homes?

19 A. The understanding that I had is that he
20 had an agreement with Aaron. I did not know what the
21 agreement was, but the understanding I had with him
22 is that he was going to be doing some monitoring and
23 giving me some reliable judgments on what had been
24 done and the correctness of that, and I had reason to
25 believe that he would do that; but I didn't know what

1 his arrangement was.

2 Q. All right. You were aware that phase II
3 was primarily buildings in Nevada and Mesquite?

4 A. Uh-huh (affirmative).

5 Q. Okay. And you were in a first position on
6 the properties in phase II as well?

7 A. First position in the sense that I owned
8 them.

9 Q. Yes. If something went wrong, the
10 properties were yours?

11 A. They already were.

12 Q. Oh, they already were?

13 A. Yeah. We had title.

14 Q. You had already purchased them?

15 A. Yes.

16 Q. Now, we talked a little bit about --

17 A. Now, let me add to that. When you say
18 that, I thought that I had purchased them at hard
19 cost. I found out later that he had done an internal
20 scam on how he bought them.

21 Q. Okay. Now, what do you mean by hard cost?

22 A. Well, hard cost was third-party outside
23 cost.

24 Q. I see.

25 A. He did a double closing, which I think is

1 unethical, where he purchased some of the properties
2 and then represented to me that they were this. That
3 is a fraudulent conduct because I thought this was
4 the external price.

5 Q. Okay.

6 A. I found that out later.

7 Q. So your perception was that he purchased
8 them at a lower price and then resold them to you --

9 A. He did, in fact.

10 Q. -- at a higher price?

11 A. That was proven that he did do that. What
12 was represented to me was that this was the external
13 price. The whole theory of all of this was we tried
14 to minimize all the costs through, lowest price of
15 property, lowest price for everything, and then at
16 the end he could take it.

17 Q. Right.

18 A. And if he had done this, he's going to pay
19 interest on more and then run a risk at the end. And
20 because he never did anything, it doubled what he
21 did.

22 Q. I see.

23 A. Very fraudulent.

24 Q. Okay. Now, we talked a little bit about
25 the draws and how those were processed through and

1 what your perception of those draws' purposes were.
2 The draws you indicated would come not to you, of
3 course, because you had someone to do that. Do you
4 recall anyone saying that the draws included money
5 for overhead?

6 A. No.

7 Q. Okay.

8 A. That was not intended.

9 Q. Okay. Now, you talked about, early on,
10 Byrdie -- is that --

11 A. Brydie.

12 Q. Brydie. I'm sorry.

13 A. She's a realtor.

14 Q. Okay. Was she the one that processed the
15 initial set?

16 A. She was essentially responsible for
17 stage I because I thought it was not requiring of the
18 technical skill of my other girl.

19 Q. I see.

20 A. When I started getting concerned, I didn't
21 even tell her there was a problem. I gave it to her
22 to do the accounting. Within a week, she saw what
23 was happening.

24 Q. Okay. So Brydie did the draws in phase I.
25 Then you felt that there was something not right?

1 A. I was of concern because I hadn't seen --
2 it was reported to me that the work was not in place
3 that had been requested to pay for.

4 Q. Who reported that to you?

5 A. Two different people, one of the employees
6 that I had plus my son.

7 Q. Okay. What was that employee's name? Do
8 you recall?

9 A. I did know it a while back. I don't
10 remember right now. He used to work for us.

11 Q. Okay. So your son reported to you as well
12 as this other employee that --

13 A. Actually, John Grealish was the first
14 person to tell me that there was a problem.

15 Q. Okay.

16 A. And then this employee of mine and then
17 John, and it was very obvious that he was playing a
18 game.

19 Q. All right. When did Mr. Grealish report
20 this to you?

21 A. I don't recall.

22 Q. Okay. Somewhere between phase I and phase
23 II?

24 A. Yeah. It was after phase I.

25 Q. After phase I. Okay. If there were a

1 draw that had on it a notation for overhead, what
2 would be your expectation of what that would be for?

3 A. It would have been inappropriate.

4 Q. Okay. So you would not approve of --

5 A. No.

6 Q. -- anything that said overhead?

7 A. That's right.

8 Q. Okay. Now, who was the person who took
9 over for Brydie again?

10 A. Jolie Bown.

11 Q. Jolie, I'm sorry. You know all these
12 names and I don't. It takes me a while to catch up
13 on names.

14 A. Everyone has worked for me forever.

15 Q. Would Jolie have processed anything that
16 said overhead on it?

17 A. I don't recall. She wouldn't have had the
18 right to pay it.

19 Q. Okay. Because in your perception that's
20 not --

21 A. Well, overhead is a very different matter.
22 What we're talking about here is minimizing the cost,
23 only receiving the interest on that, and then selling
24 it. He could buy it or it could go external. And
25 that's when you recognize your overhead. I didn't

1 have any cost in that. My time, I didn't get paid
2 for that.

3 Q. Right.

4 A. My employees didn't get paid anything.

5 Q. Yours was on the interest and the
6 percentage of profit at the end?

7 A. It was the profitability of the job. So
8 all of my costs, and theoretically if he had any
9 administrative costs, were not part of the
10 understanding. It was external, and that is typical.

11 Q. Okay. What was the breakdown of profit at
12 the end, assuming the project as you laid it out was
13 minimized costs all the way up until sale and it was
14 sold to a third party outside? Was there a rule of
15 thumb as to how much percentage your company would
16 receive and Mr. Needham would receive?

17 A. Yes. It's in the contract.

18 Q. Okay. So those were the contracts --

19 A. Yeah.

20 Q. -- and those were the percentages laid
21 out?

22 A. Whatever it said, that's what was done.

23 Q. And you've always had those in writing?

24 A. Yes.

25 Q. Because there's so many businesses --

1 A. That's right.

2 Q. -- and deals that you're doing?

3 A. This is just one of several. I wrote the
4 agreements and they were reviewed by an attorney,
5 probably. Not necessarily these, but the format. So
6 I felt that they were appropriate.

7 Q. Okay.

8 A. And I had one person type everything.
9 That was Jamie Spangle.

10 Q. Okay. And that was the only person who
11 was authorized to type documents for you?

12 A. Yes. I don't want to say that in an
13 absolute sense of everything everywhere, but it would
14 be very unlikely to have anybody else unless it was
15 an emergency.

16 Q. All right. I understand. Who would sign
17 checks coming out of BACT?

18 A. It's only me.

19 Q. Only you?

20 A. I'm the only one that had authority.

21 Q. Okay. So when these draws were approved,
22 then one of those persons would fill out the check
23 and give it to you for your signature?

24 A. That's correct.

25 Q. Okay. They wouldn't give you any

1 supporting documentation?

2 A. Oh, they might and probably would.

3 Q. Okay. So you would see perhaps on some
4 occasions, at least, the underlying draw request?

5 A. Yes.

6 Q. Okay.

7 A. It depended on who I was using and what
8 the nature of the things were. Typically I do.

9 Q. Okay. So as a general rule, you would
10 review the draw request as well just as a back stop
11 just so you knew what the money was for?

12 A. When you say draw request, this was simply
13 a summary of the incurred costs.

14 Q. I see.

15 A. The draw request has a bigger implication
16 than what I was intending to pay.

17 Q. Okay.

18 A. I would pay property taxes. I would pay a
19 lot of things that related to it, any utilities, any
20 common area costs and all of these things relating to
21 the property. They would present to me -- like Jolie
22 would understand that she has to get all these
23 documents, get the lien waiver release and all of
24 that, and when she brings it to me I would look at it
25 in a cursory manner.

1 Q. Okay.

2 A. It's just one of a hundred things I would
3 be doing.

4 Q. Okay. But you did that as a check to make
5 sure that the money was appropriately spent?

6 A. I made a general review of what came to
7 me, not a specific review, necessarily.

8 Q. No, I understand.

9 A. If I had a reason I would, but not
10 necessarily. Towards the end, a very careful review
11 when I determined that it was fraudulent.

12 Q. Okay. Do you recall, and I know you have
13 a lot of investments and did at that time, how many
14 projects after phase I that you did with Mr. Needham
15 that BACT did? When I say you, I meant BACT.

16 A. It was just those four or five properties.

17 Q. Okay.

18 A. And I'm not interested in discussing what
19 BACT did.

20 Q. Okay.

21 A. In general.

22 Q. All right. Do you recall what the
23 approximate value of those phase II projects would
24 have been at market value?

25 A. No. That was done by other people.

1 Q. Was there a section in those contracts
2 that if Mr. Needham was removed, what would happen to
3 his share of any profits that would have been his had
4 he not been removed?

5 A. You would have to read the contracts.

6 Q. Okay.

7 A. It's specified there.

8 Q. All right. In your recollection --

9 Oh. (Witness almost spilled drink.)

10 A. Nice.

11 Q. Artfully done.

12 Do you recall ever paying Mr. Needham in
13 advance on any projects or increasing the lot value
14 on the lots or the homes?

15 A. No. That would be contrary to the
16 understanding.

17 Q. Correct.

18 A. I'm sorry, I'm going to have to interrupt.

19 Q. Oh, do you need --

20 A. I've got to go to the bathroom.

21 Q. Okay. Let's take a recess now.

22 A. I'm sorry.

23 THE VIDEOGRAPHER: Going off the record.

24 The time is 10:32.

25 (Recess.)

1 THE VIDEOGRAPHER: We are back on record.
2 The time is 10:36.

3 Q. (By Mr. Cramer) Did you -- and I know we
4 talked about it a little bit before. I just want to
5 make sure that I'm clear. Did you have any
6 conversations with Mr. Leonard prior to your
7 in-person meeting with him that you detailed here
8 today?

9 A. He came up a few times.

10 Q. Okay.

11 MR. TAYLOR: Did you mean Leonard
12 McKneeley?

13 MR. CRAMER: Yes.

14 MR. TAYLOR: Okay.

15 A. That's what I assumed you meant.

16 Q. (By Mr. Cramer) I'm sorry. I should have
17 been more specific.

18 Did you terminate John Grealish?

19 A. No.

20 Q. What was your perception of the
21 relationship between Mr. Grealish and Mr. Needham?

22 A. Both personal and business friends.

23 Q. Okay. And how were they to work together
24 on this project?

25 A. I don't know.

1 Q. Okay. In the preliminary hearing, the
2 State laid out a series of seven financial
3 transactions that were in the State's, and I take it
4 your, perception fraudulent on draws that were sent,
5 checks that were written and money paid to
6 Mr. Needham for work that was to be done on specific
7 projects. Are you aware of those seven specific --

8 A. Not specifically, but I know of the
9 circumstances you're referring to.

10 Q. Okay. The allegation is that that money
11 was diverted that was supposed to have been used to
12 pay for a certain item or set of work done on those
13 properties. It was used for something else.

14 A. That's correct.

15 Q. Was the work ever completed for those
16 issues that the money was diverted from?

17 A. No.

18 Q. Okay. So those amounts, whatever they
19 were to be paid for, did not get paid?

20 A. That's correct.

21 Q. Okay.

22 A. That's my understanding.

23 Q. Okay. And you and Mr. Needham have both
24 sued each other civilly in noncriminal --

25 A. I think my people did file civil charges.

1 Q. All right. Do you recall if those
2 lawsuits were settled?

3 A. They were never settled.

4 Q. Are they still pending, to your knowledge?

5 A. I don't know.

6 Q. Do you recall if any lis pendens were ever
7 filed on those properties?

8 A. I don't know.

9 Q. Okay. Now, the properties in Mesquite
10 eventually did get completed; is that correct?

11 A. We still have some lots there that were
12 never finished. I can't answer that.

13 Q. Okay. So you don't know if they were ever
14 finished and there was any --

15 A. I think there were three or four lots that
16 are still just sitting there.

17 Q. Okay.

18 A. And I don't think they were finished.

19 Q. All right. So there was no profit made on
20 any of those properties --

21 A. No, no.

22 Q. -- that we are discussing?

23 A. Oh, no.

24 Q. Okay. If I could have just a second.

25 (Off-the-record discussion.)

1 Q. (By Mr. Cramer) Now, I know that in your
2 perception today that those projects were never
3 finished. Is there someone within your organization
4 that would have the details on those? I know you
5 don't do the day-to-day --

6 A. They were not finished, period.

7 MR. CRAMER: Okay. All right. I think
8 that's all the questions I have. If you have some
9 follow-up.

10 MR. TAYLOR: I have just one or two
11 follow-up questions.

12 MR. CRAMER: So let's trade spots.

13 MR. TAYLOR: I think I can ask it from
14 here. Is that okay?

15

16 FURTHER EXAMINATION

17 BY MR. TAYLOR:

18 Q. Mr. Tebbs, earlier in response to
19 Mr. Cramer's questions you were saying that you
20 graduated law school, but --

21 A. No, I did not say I graduated. I did not.

22 Q. Okay. But you attended law school?

23 A. I went three years, but I never took a
24 degree.

25 Q. Okay. And you never became licensed by

1 the bar?

2 A. I couldn't be.

3 Q. Right. And then you were asked about
4 Mr. Leonard McKneeley just a moment ago. Prior to
5 learning about Mr. McKneeley -- excuse me, prior to
6 learning about what had happened regarding
7 Mr. McKneeley, had you ever done any work with him?

8 A. No.

9 Q. Had you ever agreed to finance any
10 project --

11 A. I didn't know him.

12 MR. TAYLOR: Okay. That's all I have.

13 Thank you.

14 MR. CRAMER: No recross.

15 MR. TAYLOR: Okay. We're done.

16 MR. CRAMER: Thank you for your time.

17 THE WITNESS: Thank you for --

18 MR. CRAMER: It's been good to meet you.

19 THE WITNESS: You were courteous. Thank
20 you.

21 THE VIDEOGRAPHER: This concludes the
22 deposition. The time is 10:42.

23

24

25

REPORTER'S CERTIFICATE

STATE OF UTAH)
COUNTY OF SALT LAKE) :ss

I, Sharon Morgan, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That prior to being examined, CLEMENT TEBBS, was by me duly sworn to tell the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in stenotype on June 14, 2012, at the place therein named, and was thereafter transcribed and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that, in accordance with Rule 30(e), a request having been made to review the transcript, a reading copy was sent to the witness to read and sign and then returned to me for filing with Mr. Taylor.

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND this 22th day of June, 2012.

Sharon Morgan
Sharon Morgan, RPR, CSR
Residing in Salt Lake County

1 Case: State of Utah vs. Needham
2 Case No.: 101500067FS
3 Reporter: Sharon Morgan
4 Date Taken: June 14, 2012

5 WITNESS CERTIFICATE

6 I, CLEMENT TEBBS, HEREBY DECLARE:
7 That I am the witness in the foregoing transcript;
8 that I have read the transcript and know the contents
9 thereof; that with these corrections I have noted
10 this transcript truly and accurately reflects my
11 testimony.

12 PAGE-LINE	CHANGE/CORRECTION	REASON
--------------	-------------------	--------

13		
14		
15		
16		
17		
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22		
23		
24		
25		

_____ No corrections were made.

20 I, CLEMENT TEBBS, HEREBY DECLARE UNDER THE
21 PENALTIES OF PERJURY OF THE LAWS OF THE UNITED STATES
22 OF AMERICA AND THE LAWS OF THE State OF UTAH THAT THE
23 FOREGOING IS TRUE AND CORRECT.

CLEMENT TEBBS

EXHIBIT 17

**COPY OF DEPOSITION APPROVED BY
COURT,**

APRIL 24, 2012

FILED
2012 MAY 29 PM 3:25

CLERK OF DISTRICT COURT
WASHINGTON COUNTY

BY.....

JACOB S. TAYLOR (#10840)
Assistant Attorney General
MARK L. SHURTLEFF (4666)
Utah Attorney General
5272 South College Drive, Suite 200
Murray, Utah 84123
Telephone: (801) 281-1221
Facsimile: (801) 281-1224
Attorneys for State of Utah

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

THE STATE OF UTAH,	:	NOTICE RE: DEPOSITION
	:	TESTIMONY FOR
Plaintiff,	:	CLEMENT TEBBS
vs.	:	
AARON DAVID TRENT NEEDHAM	:	Case No. 101500067FS
Defendant.	:	Judge John J. Walton

PURSUANT to Plaintiff State of Utah's motion and the Court's subsequent Order of May 1, 2012, the State of Utah, by and through its counsel of record, Mark L. Shurtleff, Utah Attorney General and Jacob S. Taylor, Assistant Attorney General, will take the deposition testimony of Clement Tebbs, a material witness in this case, to be taken and preserved for trial by way of video and oral recording, as follows:

Date: Thursday, June 14, 2012
Time: 9:00 A.M.

Place: Utah Attorney General's Office
Financial Crimes Prosecution Unit
5272 South College Drive, Suite 200
Murray, Utah 84123

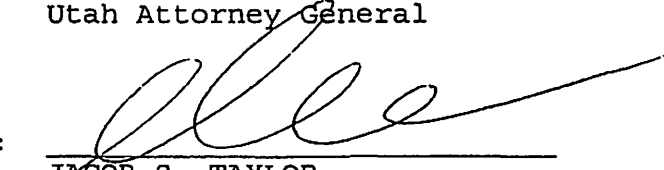
The parties have agreed to the date and time and have further agreed to the following:

1. the defendant will be present in person or by video conference should his health prevent his travelling to Salt Lake;
2. the recording will be both visual and oral and will be electronically recorded;
3. the recording equipment will be capable of making an accurate recording, the operator will be a certified court reporter, the recording will be accurate and will not be altered;
4. each voice and/or person on the recording will be properly identified;
5. the defendant and his attorney will be provided an opportunity to cross-examine Mr. Tebbs; and,
6. each party will be provided with a copy of the video recording and a certified transcript of Mr. Tebbs' testimony.

DATED this 24 day of May, 2012.

MARK L. SHURTLEFF
Utah Attorney General

By:


JACOB S. TAYLOR
Assistant Attorney General

CERTIFICATE OF SERVICE

I hereby certify that on this 24 day of May,
2012, I caused a true and correct copy of the foregoing "Notice
Re: Deposition Testimony of Clement Tebbs" to be served by
sending a copy of same via facsimile and by placing the same in
the United States mail, postage prepaid, and addressed as
follows:

Aric M. Cramer, Esq
150 North 200 East
Suite 101
St. George, UT 84770

Scheila C. Wiley

EXHIBIT 18

SUPPLEMENTAL AFFIDAVIT

BY

ATTORNEY

HERSCHEL BULLEN, APRIL 25, 2013

FILED
FIFTH DISTRICT COURT
2013 APR 26 PM 2:12
WASHINGTON COUNTY

Attorney for Defendant/Appellant

**IN THE FIFTH DISTRICT COURT – ST. GEORGE
WASHINGTON COUNTY, STATE OF UTAH**

STATE OF UTAH

Plaintiff

VS.

AARON D.T. NEEDHAM,

Defendant/Appellant

**SUPPLEMENTAL
AFFIDAVIT OF
AARON D. T. NEEDHAM**

Case No: 101500067

Judge: A. Lynn Payne

SUPPLEMENTAL AFFIDAVIT OF AARON D. T. NEEDHAM

STATE OF UTAH)

:SS.

COUNTY OF WASHINGTON)

AFFIANT herein, Aaron D. T. Needham, upon being duly sworn and under oath, make the following statements:

1. I am the defendant above named. I am an adult, competent to testify as to the matters stated herein, all such matters are within my personal knowledge, or as otherwise stated, if not, and all statements made herein are true and correct to the best of my recollection and belief.

2. In addition to those matters previously set forth in my Affidavit in Support of the motions in arrest of judgment and for new trial the following matters are relevant to the issue with respect to the deposition of Clement Tebbs and its use during the trial in the above matter.

3. The deposition of Clement Tebbs was taken by Mr. Cramer in my absence on June 14, 2012. Mr. Cramer was well aware as a result of my communications with Brooke Carrington, his investigator, that I was very unhappy and dissatisfied that he had conducted the deposition in my absence and without the benefit of any preparation or the documentation which I wished him to utilize in cross examining Mr. Tebbs.

4. Mr. Cramer withdrew as my counsel shortly thereafter and a substitution of counsel was filed on June 26, 2012. It is my belief that Mr. Cramer withdrew as a result of

my criticism and his knowledge that he had failed to provide for my presence and had failed to properly prepare for the taking of a deposition which he knew would in all likelihood be used at trial.

5. Prior to and at the time of trial I discussed very briefly the issue of cross-examining Clement Tebbs and the use of documentation which I had assembled with my trial attorney, Doug Terry. Mr. Terry simply stated whenever I raised the issue of cross-examining Mr. Tebbs, that the deposition which had been taken in Salt Lake on June 14, 2011 was going to be used at trial. Although I questioned the use of the deposition, which I had neither read nor seen at the time of the trial, I assumed that Mr. Terry, as an attorney and a professional, knew how best to handle the matter. The first time I saw and heard the deposition of Clement Tebbs was when the video recording was played for the benefit of the court and jury on January 9, 2013. See Partial Transcript of Jury Trial, January 9, 2013, p. 73.

6. Based upon my brief discussions with Doug Terry and his office about the deposition of Clement Tebbs, I do not believe Mr. Terry was aware that the deposition had been scheduled at a time when I could not be present and that it had very much my desire to be present at the deposition and be afforded the opportunity to have Mr. Cramer be prepared to cross-examine Mr. Tebbs while I was present and with the documentation I had prepared. I distinctly recall having a discussion with Mr. Terry about how it cross-examining Mr. Tebbs was going to take place. His only response was that it had been agreed that the deposition of Clement Tebbs would be used at the trial. We were

both aware at that time that there had been an order entered by this Court granting the taking of Mr. Tebbs deposition. But I do not believe Mr. Terry was aware of the circumstances under which the deposition was taken, of Mr. Cramer's lack of preparation, of the documents which were of importance but which Mr. Cramer had not seen, and that it was not possible for me to be present as I have indicated in my previous affidavit.

7. There were numerous areas about which Mr. Tebbs should have been cross-examined in my opinion during the course of his deposition. But because Mr. Cramer was not prepared in any way, either through conferring with me or because he had none of the documentation which I had prepared, and because I was not present to assist him, none of the areas were explored. There are too many subjects which could have been discussed in cross-examination of Mr. Tebbs to enumerate all of them. However some of the documentation and some of the question areas which should have been explored are as follows:

A. Because I gave all of my job files and documents to BACT, I have only limited copies of documentation remaining in my files. However contrary to Mr. Tebbs assertions in his deposition, p.55, l. 12-16, he was involved in all of the closings of the following properties:

- I. Bloomington Ranches 78B, attached hereto as exhibit A.
- II. River Hollow 29, attached hereto as exhibit B.
- III. River Hollow 28, attached hereto as exhibit C.
- IV. White Mesa 125 and 131, attached hereto as exhibit D.

V. River Hollow 28 and 29, attached hereto as exhibit E.

VI. La Scala 26 and 27, attached hereto as exhibit F.

Mr. Tebbs signature is present on the closing documents of all of these closings. To the extent that he denied that he was involved in the closings, these documents demonstrate otherwise.

B. Mr. Tebbs claimed that he never paid an advance on any project and that would be "contrary to his understanding." Deposition of Clement Tebbs, p. 55, l. 12 – 16. The closing documents on each one of the foregoing exhibits a through G clearly contradict this statement as it indicates that there was money returned to BACT, as a return of earnest money or otherwise an advance.

C. Mr. Tebbs testified that I had done an "internal scam" by setting up double closings of which he was completely unaware. Deposition of Clem Tebbs, p. 46 – 47. This is not possible. There were several title companies involved: First American Title (this office in Mesquite closed, and all documents were transferred to their Las Vegas office); Fidelity Nat'l Title, in Mesquite, Nevada; Mesquite Title, in Mesquite, Nevada; And Southern Utah Title in St. George, Utah. Double closings were done on all of the transactions indicated in exhibits A through F. They were simultaneous closings, and it is my understanding and belief that Mr. Tebbs was required to sign an assignment letter or other such document reflecting the original contract and the new sales price, and in each case such a document or similar document would have had the effect of Mr. Tebbs acknowledging that he was aware that there were simultaneous and double closings.

D. Mr. Tebbs claimed that the first time he met Leonard McKneely "until later." He testified that "The first time I met him was when we found out that he had been receiving money that - - for his project that was designated for something that supposedly was being done by somebody else, and then we - - I had my people get in touch with him and he admitted it was improper." "I saw him right at the end." Deposition of Clement Tebbs, p. 41-42. This is untrue. Mr. Tebbs and Mr. McKneely met in April 2005 to purchase McKneely's lot of Bloomington Ranches 78B of which Clem did a lot advance. The closing document, Exhibit A, reflects Leonard McKneely's company, LMM Development, Inc. as the seller and BACT (with Clement Tebbs signature) as the buyer. I am also personally aware that Mr. Tebbs purchased a second lot from Leonard McKneely Bloomington Ranches 66 and McKneely assigned a second deed of trust to Tebbs on the Green Springs 83. This information is all a matter of public record with the Washington County Recorder's office. Furthermore, I am aware that their first introduction was by phone, as BACT provided the \$100,000 to finish up 8 homes of which LMM Construction was the General Contractor on Sage Hollow 18. Sage Hollow 18 is listed as one of the eight properties that Tebbs took a second position on to help me finish them. This can be documented at St. George Building Department as McKneely is the registered contractor for the home. Mr. Tebbs' motivation to testify falsely on the subject of when he met Leonard McKneely and under what circumstances is high suspect and should have been explored.

E. I would have had Mr. Cramer question Mr. Tebbs with respect to


these matters as set forth in subparagraphs B and C. However he did not confer with me and was thoroughly unprepared through no fault of my own to explore these areas.

Needless to say, Doug Terry was unable to cross-examine Mr. Tebbs, as his testimony at already been set in stone by the time we got the trial.

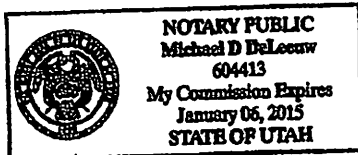
F. Is my belief and understanding that the following individuals from the various title companies would have testified to discussing with Mr. Tebbs the fact of the double closings: Southern Utah Title, Joe Mcphee, River Hollow 28 and 29 and Bloomington Ranches 78; Mesquite Title, Robert Sherrett, White Mesa 125 and 131; Fidelity Title, Jennifer Mcphee, La Scala 27; First American Title, unknown, La Scala 26. With respect to each of these closings, the title company would not have risked withholding any information from any party involved, and it is my belief that each of the title companies through these or other representatives would have discussed the fact of the double closings with Mr. Tebbs.

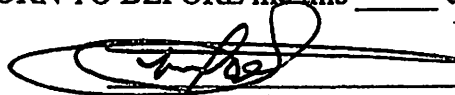
8. I requested in writing that Doug Terry subpoena the files from each of these title companies, and subpoena the various individuals in paragraph E. He indicated that it was not necessary. It is my belief that with respect to the deposition of Clement Tebbs, that his credibility could have been brought into question by the use of these documents and the surrounding circumstances to contradict the testimony he gave, and thus cast doubt on the whole of his testimony with regard to his arrangements with me and in regard to the allegations set forth in the Amended Information.

FURTHER AFFIANT SAYETH NAUGHT.


Aaron D. T. Needham

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of April 2013.





Notary Public
Residing at
My Commission Expires:

CERTIFICATE OF SERVICE

I hereby certify that on the 25 day of April, 2013, I caused to be served a true and accurate copy of the foregoing **Supplemental Affidavit of Aaron Needham in Support of Motion to Arrest Judgment and for New Trial** by placing said copy in the United States mail, postage prepaid, addressed as follows:

JACOB S. TAYLOR, Esq.
Utah Attorney General's Office
5272 South College Drive, Suite 200
Murray, Utah 84123.

FILED
7TH DISTRICT COURT
2013 APR 26 PM 2:12
WASHINGTON COUNTY

BY _____

EXHIBIT A

4/24/13

Gmail - BLOOMINGTON RANCHES 78B

CCF040420138_00004.jpg

1024K



SOUTHERN UTAH TITLE COMPANY

40 South 100 East
St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

SELLER: LAM DEVELOPMENT, INC. a Utah Corporation		BUYER: THE BAC LIMITED PARTNERSHIP a Utah Limited Partnership	
PROPERTY: 1205 S. Sharnel Circle Panguitch, Utah 84650		PROPERTY: 1205 S. Sharnel Circle Panguitch, Utah 84650	
PROPERTY: 1205 S. Sharnel Circle Panguitch, Utah 84650		PROPERTY: 1205 S. Sharnel Circle Panguitch, Utah 84650	
SALES PRICE Down Payment to		98,500.00	
EXPENSES:			
Title Insurance Premium			
Recording Fee		17.00	
Closing Fee		88.00	
Escrow Closing Fee			
Federal Express and Processing Fees			
Additional Documents			
PRORATIONS: All of previous To 12/31/2005			
Taxes for the year 2005 - 12 Mo. @		448.52	
Months paid towards 2005 taxes		288.01	
		114.28	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
NOTE: Below portion of 2005 taxes \$114.28			
paid directly to Washington County Treasurer by Southern Utah Title at closing		\$0.00	
Sub-Totals		\$98,874.01	
Balance Due from Buyer		\$98,874.01	
TOTALS		\$98,874.01	

Approved by:

Southern Utah Title Company

Br. Beck
 BRICKY HUNT

The Bac Limited Partnership

C. F. Tappa
 Clifford F. Tappa, Manager of BB Management 1, LLC,
 General Partner of The Bac Limited Partnership

[] Preliminary [] Final

40 South 900 East
St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

LMN DEVELOPMENT, INC. a Utah Corporation		THE BACH LIMITED PARTNERSHIP a Utah Limited Partnership	
12664 S. Shumet Order Newton, Utah 84058		4888 South 6200 East, Suite 200 Salt Lake City, Utah 84117	
8597 South College Way St. George, Utah 84705		62442205 425085	
SALES PRICE		\$8,500.00	
Down Payment to			
EXPENSES:			
Title Insurance Premium			
Recording Fee		17.00	
Closing Fee		99.00	
Escrow Closing Fee			
Federal Express and Processing Fees			
Additional Documents			
PRORATIONS: As of		To 12/31/2005	
Taxes for the year 2005 - 12 Mo. @		448.52	
Monies paid towards 2005 taxes		258.01	
Buyer's responsibility for insurance as of date of closing: Southern Utah Title Company will not be held liable.			
NOTE: Seller's portion of 2005 taxes		\$114.28	
paid directly to Wasatch-Cache County Treasurer by Southern Utah Title at Closing		\$0.00	
Sub-Totals		\$98,874.01	
Balance Due from Buyer		\$98,769.73	
TOTALS		\$98,874.01	

Southern Utah Title Company

Becky Hunt
BECKY HUNT

Approved by:

The Boat Limited Partnership

Clement F. Tebbe, Manager of BB Management I, L.L.C.
General Partner of The Bact Limited Partnership

☐ Preliminary ☐ Final

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Wells Fargo Bank, N.A.

ONE SOUTH MAIN ST. GEORGE, UTAH 84770

31-1/1240

156118

4/7/05

Memo: THE BACT LIMITED PARTNERSHIP, / LHM DEVELOPMENT, INC 125083

Payoff 3539 S Solano Way

AMOUNT

\$ 41,548.26

PAY: Forty One Thousand Five Hundred Forty Eight and 26/100 Dollars*****

Pay to the Needham Homes, Inc.
Order of:

Southern Utah Title Company

File Copy

FILED
NORTH DISTRICT COURT
2013 APR 26 PM 2:12
WASHINGTON COUNTY

BY _____

EXHIBIT B

SOUTHERN UTAH TITLE COMPANY

Custodian Escrow Account
40 South 100 East, Ste. 200, UT 84701
Memorandum HIGH CLASS HOMES, INC., A UTAH CORPORATION ICELENT
Lot 28 River Pkwy

Wells Fargo Bank, N.A.
ONE SOUTH MAIN ST. GEORGE, UTAH 84710
31-11260

161541
5/12/05

AMOUNT
\$ 29,807.52

PAY: Twenty Nine Thousand Eight Hundred Seven and 52/100 Dollars*****

pay to the order of
Rhonda Properties
Order of

Southern Utah Title Company
File Copy

MAY 9 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5787 P 16

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Buyer's Name Raymon Dela Cox Susan Jean Cox		Seller's Name THE SALT LAKE PARTNERSHIP, A UTAH LIMITED PARTNERSHIP	
Buyer's Address 1530 SOUTH 2780 EAST ST GEORGE, UTAH 84790		Seller's Address 4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Closing Date 05/08/2008		Escrow Number 126192	
SALES PRICE		199,900.00	
Down Payment to Helmax First Realty		5,000.00	
EXPENSES:			
Title Insurance Premium			
Recording Fee		15.00	
Closing Fee		180.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 05/07/2008 To 12/31/2008			
Taxes for the year 2006 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company was not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY		29,777.82	
Home Owners Association Dues FROM 5/6-6-30 @ \$125/CTR		77.48	
Home Owners Association Transfer Fee		50.00	
NOTE: Seller's portion of 2006 taxes \$398.07			
Sells property to Washington County Treasurer by Southern Utah Title at Closing		50.00	
Sub-Totals		\$230,000.00	
Balance Due from Buyer		\$225,000.00	
TOTALS		\$230,000.00	

Southern Utah Title Company

Approved by:

 BY: 
 JENNIFER L. BAILEY

 THE SALT LAKE PARTNERSHIP, A UTAH LIMITED PARTNERSHIP
 CLEMENT F. YODIS, MANAGING MEMBER OF SA MANAGEMENT, L.L.C. Dated
 LIMITED LIABILITY COMPANY GENERAL PARTNER

Dated

☐ Preliminary ☒ Final

FILED
DISTRICT COURT

2013 APR 26 PM 2:12

WASHINGTON COUNTY

BY _____

EXHIBIT C

4/24/13

Gmail - RIVER HOLLOW 28

CCF04042013_00003.jpg
369K

MAY 9 2005 5:35PM

SOUTHERN UTAH TITLE

NC. 5767 P. 16

SOUTHERN UTAH TITLE COMPANY

40 South 100 East
St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Payor Name Payee Name Susan Jean Cox		THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP	
1330 SOUTH 2780 EAST ST. GEORGE, UTAH 84708		4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
08/08/2005		126182	
SALES PRICE Down Payment to Hennax First Realty		199,900.00	5,000.00
EXPENSES:			
Title Insurance Premium			
Recording Fee		15.00	
Closing Fee		160.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 05/07/2005 To 12/31/2005			
Taxes for the year 2005 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY			
Home Owners Association Dues FROM 8/8-8-30 @ \$125/OTR		77.48	
Home Owners Association Transfer Fee		80.00	
NOTE: Buyer's portion of 2005 taxes \$338.07			
paid directly to Washington County Treasurer by Southern Utah Title at Closing.		\$0.00	\$0.00
Sub-Totals		\$230,000.00	\$6,000.00
Balance Due from Buyer			\$225,000.00
TOTALS		\$230,000.00	\$230,000.00

Southern Utah Title Company

By: JENNIFER L. BAILEY

Approved by:

 SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP
 CLODINE F. VITO, MANAGING MEMBER OF GA MANAGEMENT, L.L.C.
 LIMITED LIABILITY COMPANY GENERAL PARTNER

Dated

[] Preliminary [X] Final

MAY 9 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5787 P. 16

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller Raymon Dale Cox Susan Jean Cox		Buyer THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP	
Property Address 1330 SOUTH 2780 EAST ST. GEORGE, UTAH 84790		Property Address 4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Escrow Date 05/05/2005		Escrow Number 128182	
SALES PRICE 199,000.00		Down Payment to Helmax First Realty 5,000.00	
EXPENSES:			
Title Insurance Premium			
Recording fee		18.00	
Closing Fee		160.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 05/07/2005 To 12/31/2005			
Taxes for the year 2005 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY		29,777.52	
Home Owners Association Dues FROM 8/8-8/30 @ \$125/OTR		77.48	
Home Owners Association Transfer Fee		80.00	
NOTE: Seller's portion of 2005 taxes \$338.07			
paid directly to Washington County Treasurer by Southern Utah Title at Closing.		\$0.00	
Sub-Totals		\$230,000.00	
Balance Due from Buyer		\$225,000.00	
TOTALS		\$230,000.00	

Southern Utah Title Company

Approved by:

By:

JENNIFER L. BAILEY

THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP
 CLAYTON F. YERGEN, MANAGING MEMBER OF SB MANAGEMENT, L.L.C. 2000
 LIMITED LIABILITY COMPANY GENERAL PARTNER

Dated

☐ Preliminary ☒ Final

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Wells Fargo Bank, N.A.

ONE SOUTH MAIN ST. GEORGE, UTAH 84770

31-1/1240

162490

5/20/05

Memor: ERR

126192

Fee for Lot 28

AMOUNT

\$ 29,777.52

PAY: Twenty Nine Thousand Seven Hundred Seventy Seven and 52/100 Dollars*****

Pay to the Kilauea Properties

Order of:

Southern Utah Title Company

File Copy

FILED
FIFTH DISTRICT COURT
2013 APR 26 PM 2:12
WASHINGTON COUNTY

BY _____

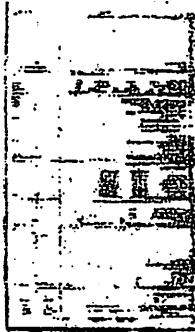
EXHIBIT D

4/24/13

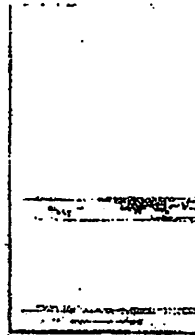
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467K

Φ OMB No. 2502-0263

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.p.s." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

DISBURSEMENT DATE: 11/19/2004

Previous Edition Is Obsolete
Form No. 15B:
1/86

GENERAL INFORMATION

PARCEL NO. 001-17-611-025
OWNER AND MAILING ADDRESS PROPER REUBEN R & CHARLEEN A
167 WOODBURY LN
MESQUITE NV 89027-8141
LOCATION ADDRESS CITY/TOWNSHIP 167 WOODBURY LN
MESQUITE
ASSESSOR DESCRIPTION WHITE MESA SUB PHASE 1
PLAT BOOK 109 PAGE 15
LOT 125

RECORDED DOCUMENT NO. 20060827.06641
RECORDED DATE 08/27/2006
VESTING JOINT TENANCY

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE

TAX DISTRICT 901
APPRAISAL YEAR 2005
FISCAL YEAR 06-07
SUPPLEMENTAL IMPROVEMENT VALUE 0
SUPPLEMENTAL IMPROVEMENT N/A
ACCOUNT NUMBER

REAL PROPERTY ASSESSED VALUE

FISCAL YEAR	2005-06	2006-07
LAND	16100	17500
IMPROVEMENTS	0	49530
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED	16100	67030
TAKABLE VALUE LAND+IMP	46000	191514

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION

ESTIMATED SIZE 0.29 Acres
ORIGINAL CONST. YEAR 2005
LAST SALE PRICE 245000
MONTH/YEAR 08/08
LAND USE RESIDENTIAL SINGLE FAMILY
DWELLING UNITS 1

PRIMARY RESIDENTIAL STRUCTURE

TOTAL LIVING SQ. FT.	1880	CARPORT SQ. FT.	0	ADDN/CONV	NONE
1ST FLOOR SQ. FT.	1640	STORIES	TWO STORY	POOL	NO
2ND FLOOR SQ. FT.	240	BEDROOMS	4	SPA	NO
BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	TYPE OF CONSTRUCTION	FRAME STUCCO
GARAGE SQ. FT.	462	FIREPLACE	0	ROOF TYPE	CONCRETE TILE

I. SETTLEMENT CHARGES		Form 13776	
700. Total Sales/Broker's Commission:			
Based On Price \$	@ % =		
Division of Commission (line 700) As To:		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
701. \$	m		
702. \$	to		
703. Commission paid at settlement			
704.			
800. Items Payable In Connection With Loan:			
801. Loan Origination fee	%		
802. Loan Discount	%		
803. Appraisal fee to:			
804. Credit report to:			
805. Lender's inspection fee			
806. Mortgage insurance application fee to			
807. Assumption fee			
808.			
809.			
810.			
811.			
812.			
813.			
814.			
815.			
816.			
900. Items Received By Lender To Be Paid In Advance:			
901. Interest from	to @ % Day		
902. Mortgage insurance premium for	mo. to		
903. Hazard insurance premium for	mo. to		
904. Flood insurance premium for	mo. to		
905.			
1000. Reserves Provided With Loan:			
1001. Hazard insurance	0 months @ \$ 0.00 per month		
1002. Mortgage insurance	0 months @ \$ 0.00 per month		
1003. Chy property taxes	0 months @ \$ 0.00 per month		
1004. Chy property taxes	0 months @ \$ 0.00 per month		
1005. Annual assessments	0 months @ \$ 0.00 per month		
1006. Flood insurance	0 months @ \$ 0.00 per month		
1007.	0 months @ \$ 0.00 per month		
1008. Aggregate Advances			
1009.			
1100. Title Charges:			
1101. Redemption or closing fee to Mortgage Title Company			459.00
1102. Abstract or title search to			
1103. Title examination to			
1104. Title insurance binder to			
1105. Document preparation to Mortgage Title Company			50.00
1106. Notary fees to			
1107. Attorney's fees to			
(includes above item Numbers:)			
1108. Title insurance to Mortgage Title Company			
(includes above item Numbers:)			229.00
1109. Lender's coverage \$			
1110. Owner's coverage \$ 75,000.00 Premium: \$229.00			
1111. Counter Fee to Mortgage Title Company			60.00
1112. Wire/Express Mail to Mortgage Title Company			50.00
1113. Miscellaneous Charge RPTT to Mortgage Title Company			293.80
1114.			
1200. Government Recording and Transfer Charges:			
1201. Recording fees: Deed \$ 30.00 Mortgage \$ 0.00 Release \$ 0.00			30.00
1202. City/County tax/charges: Deed \$ 387.60 Mortgage \$ 0.00			387.60
1203. State tax/charges: Deed \$ 0.00 Mortgage \$ 0.00			
1204.			
1205.			
1300. Additional Settlement Charges:			
1301. Survey to			
1302. Pest inspection to			
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1310.			
1311.			
1312.			
1313.			
1400. Total Settlement Charge (Enter on line 103, Section I, and - line 102, Section F)			1,561.40

SELLER'S AND/OR BORROWER'S STATEMENT

Escrow: 13776

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:

Robert C. Sherrett
Robert C. Sherrett, Missouri Title Company

Date:

8/25/06

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

FILED
FIFTH DISTRICT COURT
2013 APR 26 PM 2:12
WASHINGTON COUNTY

BY _____

EXHIBIT E

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Memo: ERR

Fee for Lot 28

Wells Fargo Bank, N.A.
ONE SOUTH MAIN ST, GEORGE, UTAH 84770
31-1/1240

126182

162490

5/20/05

AMOUNT

\$ 29,777.52

PAY: Twenty Nine Thousand Seven Hundred Seventy Seven and 52/100 Dollars*****

Pay to the Kilauea Properties
Order of:

Southern Utah Title Company

File Copy

MAY. 9 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5787 P. 16

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller Raymond Dale Cox Susan Jean Cox		Buyer THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP	
Property Address 1330 SOUTH 2780 EAST ST GEORGE, UTAH 84790		Property Address 4856 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Settlement Date 05/05/2005		Settlement Number 136182	
SALES PRICE 199,000.00		Down Payment to He/max First Realty 5,000.00	
EXPENSES: Title Insurance Premium Recording fee 18.00 Closing Fee 180.00 Escrow Closing Fee Federal Express and Processing Fees 30.00 Additional Documents			
PRORATIONS: As of 05/07/2005 To 12/31/2005 Taxes for the year 2006 - 12 Mo. @ 1,223.00			
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY		29,777.52	
Home Owners Association Dues FROM 5/1-5/30 @ \$125/QTR		77.48	
Home Owners Association Transfer Fee		80.00	
NOTE: Balance portion of 2005 taxes \$398.07			
paid directly to Washington County Treasurer by Southern Utah Title at Closing.		\$0.00 \$0.00	
Sub-Totals		\$230,000.00 \$5,000.00	
Balance Due from Buyer		\$225,000.00	
TOTALS		\$230,000.00 \$230,000.00	

Southern Utah Title Company

Approved by:

By:

JENNIFER L. BAILEY

THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP
 CLEMENT F. TROTS, MANAGING MEMBER OF SO MANAGEMENT, L.L.C. 05/05/2005
 LIMITED LIABILITY COMPANY MEMBER PARTNER

Date:

[] Preliminary [X] Final

MAY. 9. 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5787 P. 16

SOUTHERN UTAH TITLE COMPANY
40 South 100 East
St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller		Buyer	
Raymond Dale Cox		THE SALT LAKE COUNTY PARTNERSHIP, A UTAH LIMITED PARTNERSHIP	
Susan Jean Cox			
Property Address		Buyer's Address	
1330 SOUTH 2780 EAST ST. GEORGE, UTAH 84790		4886 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Settlement Date		Escrow Number	
05/06/2008		126182	
SALES PRICE		199,900.00	
Down Payment to		He/Max First Realty	
		5,000.00	
EXPENSES:			
Title Insurance Premium			
Recording Fee		18.00	
Closing Fee		180.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 05/07/2008 To 12/31/2008			
Taxes for the year 2008 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KLAUEA PROPERTY		29,177.62	
Home Owners Association Dues FROM 8/8-8-30 @ \$125/QTR		77.48	
Home Owners Association Transfer Fee		50.00	
NOTE: Sellers portion of 2005 taxes \$338.07			
paid directly to Washington County Treasurer by Southern Utah Title at Closing.		\$0.00	
Sub-Totals		\$230,000.00	
Balance Due from Buyer		\$235,000.00	
TOTALS		\$230,000.00	

Southern Utah Title Company

Approved by:

BY: 
JENNIFER L. BAILEY

THE SALT LAKE COUNTY PARTNERSHIP, A UTAH LIMITED PARTNERSHIP
CLARENCE P. TORRES, MANAGING MEMBER OF SA MANAGEMENT
UNITED LIABILITY COMPANY GENERAL PARTNER

Date:

[] Preliminary [X] Final

161541

Wells Fargo Bank, N.A.
ONE SOUTH MAIN ST. GEORGE, UTAH 84770
31-711240

SOUTHERN UTAH TITLE COMPANY
Custodian Escrow Account
40 South 100 East St. George, UT 84770

128160

MEMO: HIGH CLASS HOMES, INC., A UTAH CORPORATION CLIENT
Lot 28 River Heights

AMOUNT
\$ 29,807.52

PAY: Twenty Nine Thousand Eight Hundred Seven and 52/100 Dollars

Southern Utah Title Company
File Copy

Pay to the
Order of
Kilbuck Properties

SOUTHERN UTAH TITLE COMPANY

Custodial Escrow Account

40 South 100 East, St. George, UT 84770

Memo: ERR

Fee for Lot 28

Wells Fargo Bank, N.A.

ONE SOUTH MAIN ST. GEORGE, UTAH 84770

31-1/1240

126192

162490

5/20/05

AMOUNT

\$ 29,777.52

PAY: Twenty Nine Thousand Seven Hundred Seventy Seven and 52/100 Dollars*****

Pay to the Kilauea Properties
Order of:

Southern Utah Title Company

File Copy

MAY. 9. 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5767 P. 15

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller		Buyer	
Raymon Dale Cox		THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP	
Susan Jean Cox			
Property Address		Buyer's Address	
1530 SOUTH 2760 EAST, ST. GEORGE, UTAH 84790		4885 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117	
Settlement Date		Settlement Date	
08/08/2006		12/31/02	
SALES PRICE		Down Payment to	
199,000.00		Hermax First Realty	
		5,000.00	
EXPENSES:			
Title Insurance Premium			
Recording fee		15.00	
Closing Fee		160.00	
Escrow Closing Fee			
Federal Express and Processing Fees		30.00	
Additional Documents			
PRORATIONS: As of 08/07/2005 To 12/31/2005			
Taxes for the year 2006 - 12 Mo. @		1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.			
PAYOFF FEE TO KILAUEA PROPERTY		29,777.52	
Home Owners Association Dues FROM 8/8-8-30 @ \$125/QTR		77.48	
Home Owners Association Transfer Fee		60.00	
NOTE: Sellers portion of 2006 taxes \$338.07			
paid directly to Washington County Treasurer by Southern Utah Title at Closing.		\$0.00	
Sub-Totals		\$230,000.00	
Balance Due from Buyer		\$225,000.00	
TOTALS		\$230,000.00	

Southern Utah Title Company

Approved by:

 BY: 
 JENNIFER L. BAILEY

 THE SOUTHERN UTAH TITLE COMPANY, A UTAH LIMITED PARTNERSHIP
 CLEMENT F. TERES, MANAGING MEMBER OF SB MANAGEMENT, L.L.C. Dba: SC
 LIMITED LIABILITY COMPANY GENERAL PARTNER

Dated

[] Preliminary [X] Final

MAY. 9. 2005 5:35PM

SOUTHERN UTAH TITLE

NO. 5787 P. 16

SOUTHERN UTAH TITLE COMPANY
 40 South 100 East
 St. George, Utah 84770

BUYER'S SETTLEMENT STATEMENT

Seller
Raymon Dale Cox
Susan Jean Cox

Buyer
THE BANC UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP

Seller's Address

Buyer's Address
4856 SOUTH 900 EAST #208 SALT LAKE CITY, UTAH 84117

Property Address
1530 SOUTH 2780 EAST ST. GEORGE, UTAH 84789

Settlement Date	Invoice Number
05/08/2005	128182

SALES PRICE	199,000.00	
Down Payment to	He/max First Realty	8,000.00
EXPENSES:		
Title Insurance Premium		
Recording fee	18.00	
Closing Fee	150.00	
Escrow Closing Fee		
Federal Express and Processing Fees	30.00	
Additional Documents		
PRORATIONS: As of 05/07/2005 To 12/31/2005		
Taxes for the year 2005 - 12 Mo. @	1,223.00	
Buyers are responsible for insurance as of date of closing. Southern Utah Title Company will not be held liable.		
PAYOFF FEE TO KILAUEA PROPERTY		
	29,777.62	
Home Owners Association Dues FROM 6/8-8-30 @ \$125/QTR		
Home Owners Association Transfer Fee	77.44	
	60.00	
NOTE: Sellers portion of 2005 taxes \$338.07		
paid directly to Washington County Treasurer by Southern Utah Title at Closing.	50.00	50.00
Sub-Totals	\$230,000.00	\$5,000.00
Balance Due from Buyer		\$225,000.00
TOTALS	\$230,000.00	\$230,000.00

Southern Utah Title Company

Approved by:

 By: 
 JENNIFER L. BAILEY

 THE BANC UNITED PARTNERSHIP, A UTAH LIMITED PARTNERSHIP
 CLEMENT P. YODGE, MANAGING PARTNER OF BB MANAGEMENT, L.L.C.
 LIMITED LIABILITY COMPANY, GENERAL PARTNER

Dated

[] Preliminary [X] Final

[illegible]

1630

FILED
FIFTH DISTRICT COURT
2013 APR 26 PM 2: 12
WASHINGTON COUNTY

BY _____

EXHIBIT F

First American Title Company of Nevada

First American Title Company of Nevada Settlement Statement

B. Type of Loan	
1-3. Loan Type Code, Units	
5. File Number	103-2191679
7. Loan Number	
8. Mortgage Record Case Number	

This form is furnished to give you a statement of what settlement costs. Amounts paid to and by the settlement agent are shown. Some parties ("POC") were paid outside the closing. Pay any shown in boldface type and are not included in the totals.

Name of Borrower: The BACT Limited Partnership
4885 South 900 East, Suite 203, Salt Lake City, UT 84117

Name of Seller: Jerome F.J. Naradzay, Michele L. Naradzay
501 Cindy Sue Mesquite, NV 89027

Name of Lender: Wells Fargo Bank
2324 Overland Avenue P.O. Box 31557 MAC 86915-018
Billings, MT 59102-6401

Property Location: 480 La Brea, Mesquite, NV 89027

Settlement Agent: First American Title Company of Nevada
Address: 315 Celata Drive, Suite A, Mesquite, NV 89027

Address of Settlement: 315 Celata Drive, Suite A, Mesquite, NV 89027

Settlement Date: 02/17/2005

Print Date: 06/19/2005, 3:44 PM

Disbursement Date: 02/17/2005

Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
Contract Sales Price		401. Contract Sales Price	200,000.00
Personal Property		402. Personal Property	
Settlement charges to borrower (line 1400)		403. Total Deposits	
		404.	
		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
City/town taxes		406. City/town taxes	
County taxes		407. County taxes 02/17/05 to 07/31/05 @ \$1872.76/yr	393.84
		408. Assessments	
		409. HOA/Mesquite Valley Credit	39.00
		410. Association Dues 02/17/05 to 05/31/05 @ \$76.00/mo	11.14
		411. Association Dues 05/31/05 to 08/31/05 @ \$100.00/mo	42.86
		412.	
		413.	
		414.	
		415.	
6. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	200,486.84
Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
1. Deposit or escrow money		501. Escrow deposit (see instructions)	
2. Principal amount of new loan(s)		502. Settlement charges (line 1400)	14,585.00
3. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
4.		504. Payoff of first mortgage loan - Wells Fargo Bank	112,274.19
5.		505. Payoff of second mortgage loan	
6.		506. Tax Installment Amount to Clark County Treasurer Office	267.73
7.		507.	
8.		508.	
9.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
10. City/town taxes		510. City/town taxes	
11. County taxes		511. County taxes	
12. Assessments		512. Assessments	
13.		513.	
14.		514.	
15.		515.	
16.		516.	
17.		517.	
18.		518.	
19.		519.	
20. Total By/For Borrower		520. Total Reduction Amount Due Seller	127,106.92
Settlement From/To Borrower		500. Cash At Settlement To/From Seller	
Amount due from borrower (line 20)		601. Gross amount due to Seller (line 420)	200,486.84
302. Less amounts paid by/for borrower (line 20)		602. Less reductions to amounts due to Seller (line 520)	127,106.92
303.		603. Cash (X) To/From Seller	73,379.92

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

* See Supplemental Page for details.

A. Settlement Statement		B. Type of Loan	
First American Title Company of Nevada Settlement Statement		1-5. Type Conv. Unins.	
		6. File Number 103-2191675	
		7. Loan Number	
		8. Mortgage Insurance Case Number	
C. Note: This form is provided to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P/C)" were paid outside this closing. They are shown for informational purposes and are not included in the totals.			
D. Name of Borrower: The BACT Limited Partnership 4885 South 900 East, Suite 208, Salt Lake City, UT 84117			
E. Name of Seller: Jerome F.X. Naradzay, Michela-L. Naradzay 501 Cindy Sue Mesquite, NV 89027			
F. Name of Lender: Wells Fargo Bank 2324 Overland Avenue P.O. Box 31557 MAC 86955-018 Billings, MT 59102-6401			
G. Property Location: 580 La Scala, Mesquite, NV 89027			
H. Settlement Agent: First American Title Company of Nevada Address: 315 Calais Drive, Suite A, Mesquite, NV 89027		I. Settlement Date: 02/17/2005 Print Date: 08/19/2005, 3:44 PM Disbursement Date: 02/17/2005	
Place of Settlement Address: 315 Calais Drive, Suite A, Mesquite, NV 89027			
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract Sales Price		401. Contract Sales Price	200,000.00
102. Personal Property		402. Personal Property	
Settlement charges to borrower (line 1400)		403. Total Deposits	
		404.	
103.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes 02/17/05 to 07/01/05 @\$1072.76/yr	393.84
108. Assessments		408. Assessments	
109.		409. HCA-Mesquite Vistas Credit	39.00
110.		410. Association Dues 02/17/05 to 03/01/05 @\$26.00/mo	11.14
111.		411. Association Dues 02/17/05 to 03/01/05 @\$100.00/mo	42.86
112.		412.	

113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due From Borrower		420. Gross Amount Due To Seller	200,486.84
200. Amounts Paid By Or In Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges (line 1400)	14,585.00
203. Existing loan(s) taken subject		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan - Wells Fargo Bank	112,274.19
205.		505. Payoff of second mortgage loan	
206.		506. Tax Installment Amount to Clark County Treasurer Office	267.73
207.		507.	
		508.	
		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
Total Paid By/For Borrower		520. Total Reduction Amount Due Seller	127,106.92
Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)		601. Gross amount due to Seller (line 420)	200,486.84
302. Less amounts paid by/for Borrower (line 220)		602. Less reductions in amounts due to Seller (line 520)	127,106.92
303.		603. Cash (X To) (From) Seller	73,379.92

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: _____

* See Supplemental Page for details

1116		
1117		
1200. Government Recording and Transfer Charges		
1201. Recording fees: Deed \$15.00 Mortgage \$0.00 Release \$0.00		
1202. City/county tax/stamps: Deed \$1020.00 Mortgage \$0.00		1,020.00
State tax/stamps:		
1205		
1206		
1300. Additional Settlement Charges		
1301. Survey to		
1302. Pest Inspection to		
1303. Association Dues for March 2005 to Mesquite Villas		
1304. Transfer Fee to Association Management Services		100.00
1305. Association Dues for March, 2005 to La Scala HOA		
1306. Capital Contribution to La Scala HOA		80.00
1307. Transfer Fee to Association Management Services		100.00
1308. Inspection to Real Estate Inspection Services of Mesquite		
1309		
1310		
1313		
1314		
Supplemental Summary		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		14,565.00

* See Supplemental Page for details.

**Supplemental Page
HUD-1 Settlement Statement**

File No.
103-2191675

**First American Title Company of Nevada
Settlement Statement**

Loan No.

Settlement Date:
02/17/2005

Borrower Name & Address: The BACT Limited Partnership
4885 South 900 East, Suite 208, Salt Lake City, UT 84117

Seller Name & Address: Jerome F.X. Naradzay, Michele L. Naradzay
501 Cindy Sue Mesquite, NV 89027

Section L. Settlement Charges continued		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
1108. Supplemental Summary	965.00		
a) Plain Language Policy - First American Title Company of Nevada			965.00
1201. Supplemental Summary	15.00		
a) Grant Deed - First American Title Company of Nevada			
1202. Supplemental Summary	1,020.00		
a) Real Property Transfer Tax - County - First American Title Company of Nevada			1,020.00

Section K. Summary of Seller's Transaction continued		Seller Charges	Seller Credits Cr/Cred/for CC Credit 6
Gross Amount Due To Seller			
500. Reductions In Amount Due to Seller			
504. Supplemental Summary	112,274.19		
a) Principal Balance of Payoff Loan - Wells Fargo Bank		111,573.66	
Interest on Payoff Loan 02/17/05 to 02/23/05 @ \$21.000000/day		126.12	
Interest on Payoff through 02/16/2005 @ \$0.000000/day		546.41	
Recording Fee		18.00	
Statement/Forwarding Fee		10.00	

The following Section is restated from the Settlement Statement Page 1.

300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross amount due from Borrower (line 120)		601. Gross Amount due to Seller (line 420)	200,488.84
302. Less amounts paid by/for Borrower (line 220)		601. Less reductions in amounts due to Seller (line 520)	127,106.92
303.		603. Cash (X-To) (From) Seller	75,379.92



Fidelity National Title
AGENCY OF NEVADA, INC.

12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
(702) 346-7474 • FAX (702) 346-7469

FACSIMILE TRANSMISSION

ATTN: Aaron
435-674-4049
FROM: Trisha

DATE: October 26, 2005
NO. OF PAGES: 0 - Including coversheet
ESCROW NO: 05-707429-JM

Final HUD

NOTE: If there are any questions concerning this transmission please call at (702) 346-7474

PLEASE NOTE: In the event any of these pages require an **ORIGINAL SIGNATURE**, please copy the fax transmittal page(s) and sign on the **PHOTO COPY** and return to us with the original signature.

THANK YOU.

CONFIDENTIALITY NOTICE

The information contained in this facsimile is legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the address above via the United States Postal Service. Thank you.

[Handwritten signature]

04/20/2005 12:38 FAX 702 348 7489

FIDELITY NATIONAL TITLE

003



Fidelity National Title
AGENCY OF NEVADA, INC.

12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
(702) 348-7474 • FAX (702) 348-7489

ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS

To: Fidelity National Title Agency of Nevada, Inc.
Date: April 12, 2005
Escrow No: 05-707429-JM
Property Address: 674 Lascales, Mesquite, NV 89027

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

Buyer/Borrower vesting to read as follows:
Bact Limited Partnership

All other terms and conditions remain the same.

Bact Limited Partnership
BB Management 1, LLC, general partner

by: Clement F. Tabbs

Donna Lambert

Aaron Needham

Buyer Vesting Amendment Requirements

Thursday, August 11, 2005, 23:05

Escrow: 05-07-05-707429-JM

ATTACHMENT TO RESPA

BUYER SELLER

DEPOSITS TO ESCROW

Aaron Needum

~~5,000.00~~

DEPOSITS TO ESCROW

Bact Limited Partnership

~~28,000.00~~

PAYOFF CHARGES FOR Paul DeHart and Vickie DeHart

Principal Balance

100,000.00

Interest Fr. 03/01/05 To 04/22/05

712.33

CHARGES FROM LINE NO. 1311

Demand of DT Development 38,000.00 less closing costs fees

~~38,000.00~~

Deposit due Bact LLP

~~5,000.00~~

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement.

I hereby authorize the Settlement agent to make expenditures and disbursements as shown above and approve same for payment

BORROWER(S):

Date: _____

SELLER(S):

Date: _____

I have caused or will cause the funds to be disbursed in accordance with the HUD-1 Statement which I have prepared.

Fidelity National Title Agency of Nevada, Inc.

By: _____
Escrow Officer

Date: _____

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN		OMB No. 2502-0265
Fidelity National Title Agency of Nevada, Inc.		1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins		
		4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins		
		6. ESCROW NUMBER: 05-707429-JM		
		7. LOAN NUMBER:		
		8. MORTGAGE INSURANCE NUMBER:		
NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COST. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING. THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.				
D. NAME OF BORROWER: East Limited Partnership 874 Lascales Mesquite, NV 89027		E. NAME OF SELLER: Donna Lambert 271 Rosecrans Rd. #8 Corvallis, WA 98302		F. NAME OF LENDER:
G. PROPERTY LOCATION: 874 Lascales Mesquite, NV 89027		H. SETTLEMENT AGENT: Fidelity National Title Agency of Nevada, Inc. PLACE OF SETTLEMENT: 12 W. Mesquite Blvd., Suite 113 Mesquite, NV 89027		I. SETTLEMENT DATE: 04/22/2005
J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS		
101. Total Consideration		200,000.00		
102. Personal Property		401. Total Consideration		
103. Settlement charges to borrower (line 1400)		200,000.00		
104.		402. Personal Property		
105.		403.		
Adjustments: Items Paid by Seller in Advance		404.		
106. City/Town Taxes		405.		
107. PPD County Taxes fr 04/21/05 to 07/01/05		Adjustments: Items Paid by Seller in Advance		
108. Assessments		406. City/Town Taxes		
109. HOA fr 04/21/05 to 07/01/05		407. PPD County Taxes fr 04/21/05 to 07/01/05		
110. HOA fr 04/21/05 to 05/01/05		408. Assessments		
111.		409. HOA fr 04/21/05 to 07/01/05		
112.		410. HOA fr 04/21/05 to 05/01/05		
113.		411.		
114.		412.		
115.		413.		
116.		414.		
117.		415.		
118.		416.		
119.		417.		
120. Gross Amount Due From Borrower		418.		
240,000.00		420. Gross Amount Due to Seller		
201. Deposit or earnest money		200,433.60		
202. Principal amount of new loan(s)		501. Excess deposit (see inst.)		
203. Existing loan(s) taken subject to		502. Settlement charges to seller (line 1400)		
204.		503. Existing loan(s) taken subject to		
205.		504. Payoff To Paid DeHart and Vicki DeHart		
206.		505.		
207.		506.		
208.		507.		
209.		508.		
		509.		
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller		
210. City/Town Taxes		510. City/Town Taxes		
211. County Taxes		511. County Taxes		
212.		512. Assessments		
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. TOTAL PAID BY/For Borrower		520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER		
240,000.00		118,117.09		
301. Gross amount due from borrower (line 120)		601. Gross amount due to seller (line 420)		
240,000.00		200,433.60		
302. Less amounts paid by/for borrower (line 220)		602. Less reduction in amount due seller (line 520)		
0.00		118,117.09		
303. CASH (FROM) (TO) BORROWER		603. CASH (FROM) (TO) SELLER		
0.00		84,318.51		


Fidelity National Title
AGENCY OF NEVADA, INC.

 12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
 (702) 348-7474 • FAX (702) 348-7489

 DATE: April 20, 2006
 ESCROW NO: 05-707429-JM
 ESCROW OFFICER: Janie Montero

TIME: 13:42:44

CLOSING DATE: April 22, 2006

MASTER STATEMENT
 SELLER(S): Donna Lambert
 BUYER(S): Bact Limited Partnership
 PROPERTY: 874 Lascelle, Mesquite, NV 89027

SELLER		BUYER	
\$ DEBIT	\$ CREDIT	\$ DEBIT	\$ CREDIT
	200,000.00		
	FINANCIAL:		
	Total Consideration	200,000.00	
	Deposit - Aaron Neadum		5,000.00
	Deposit - Bact Limited Partnership		235,000.00
	PRORATIONS/ADJUSTMENTS:		
191.60	Prepaid County Taxes at \$985.39 Annually from 04/21/05 to 07/01/05	191.60	
233.33	HOA Dues at \$100.00 Month from 04/21/05 to 07/01/05	233.33	
8.67	HOA Dues at \$28.00 Month from 04/21/05 to 05/01/05	8.67	
	TITLE CHARGES:		
787.20	ALTA Residential Owners Policy (8-1-87) for 200,000.00		
510.00	Real Property Transfer Tax	510.00	
15.00	Recon Tracking Fee		
100.00	Reconveyance Fee		
15.00	Recording Dead Reconveyance(s)	20.00	
	ESCROW CHARGES		
237.50	Escrow Fee	237.50	
20.00	Doc Prep Fees	20.00	
25.00	Draw Dead		
18.50	Courier Fees	18.50	
	PAYOFFS - Paul DeHart and Vickie DeHart		
100,000.00	Total Payoff \$100,712.33		
712.33	Principal Balance		
	Interest Fr. 03/01/05 To 04/22/05		
	COMMISSIONS:		
4,000.00	Listing Brokers Commission to Realty Executives 2.00%		
3,000.00	Selling Brokers Commission to RE/MAX Ridge Realty 4.00%		
	HOA CHARGES:		
100.00	Transfer Fee		
31.00	Dues for April + late charge		
52.00	Capital Contribution		
	May HOA dues	26.00	
	HOA CHARGES:		
100.00	Transfer Fee		
140.00	Capital Contribution		
	MISCELLANEOUS CHARGES:		
253.56	Clerk County Treasurer for 4th quarter		
1,000.00	Limit cost inspections, survey, soils or		

Thursday, August 11, 2005, 23:05

Escrow: 09-07-05-707429-JM

ATTACHMENT TO RESPA

BUYER SELLER

DEPOSITS TO ESCROW

Aaron Needum

5,000.00

DEPOSITS TO ESCROW

Bact Limited Partnership

235,000.00

PAYOFF CHARGES FOR Paul Dattari and Vicki Dattari

Principal Balance

100,000.00

Interest Fr. 03/01/05 To 04/22/05

712.33

CHARGES FROM LINE NO. 1911

Demand of DT Development 35,000.00 less closing costs fees.

33,734.40

Deposit due Bact LLP

8,000.00

I have carefully reviewed this Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of this Settlement Statement.

I hereby authorize the Settlement agent to make expenditures and disbursements as shown above and approve same for payment.

BORROWERS:

Date: _____

SELLER(S):

Date: _____

I have caused or will cause the funds to be disbursed in accordance with the HUD-1 Statement which I have prepared.

Fidelity National Title Agency of Nevada, Inc.

By: _____

Escrow Officer

Date: _____

Date: April 20, 2005
Escrow No: 08-707428-JM

Page 2

cert
Demand of DT Development 35,000.00 less 33,734.40
closing costs fees
Deposit due DT Development 5,000.00

6	84,318.81		BALANCE		
6	200,433.60	4	200,433.60	TOTAL	240,000.00
					240,000.00

PLEASE RETAIN FOR YOUR ESCROW FILE



**FIDELITY NATIONAL TITLE AGENCY
OF NEVADA, INC.**
ESCROW TRUST-MESQUITE BRANCH 295-07
12 W. MESQUITE BLVD., SUITE 113
MESQUITE, NV 89027
(702) 346-7474

BANK OF AMERICA
GLOBAL CLUB SERVICES
333 SOUTH BEAULIEU AVENUE
LOS ANGELES, CA 90017-1486
11-35/1210

066331

ESCROW NO.

07-701429-00 DATE April 21, 2005

PAY

FIVE THOUSAND AND NO/100 ***** 15,000.00

TO
THE
ORDER
OF

The Ract Limited Partnership

ESCROW TRUST ACCOUNT - VOID AFTER 90 DAYS

NON-NEGOTIABLETWO SIGNATURES REQUIRED
FB

163.71

066331 06210003000 12332 135181*

**FIDELITY NATIONAL TITLE AGENCY
OF NEVADA, INC.**
ESCROW TRUST-MESQUITE BRANCH 295-07
05-707429-00

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

066331

County #: Branch #: 0014/0007
Date: 04/21/05
Buyer : Ract Limited Partnership
Seller : Donna Lombert
Property: 674 Lascala, Mesquite, NV 89027

Check No: 066331
Amount: \$5,000.00

NON-NEGOTIABLE

Date: April 20, 2005
Escrow No: 05-707429-JM

Page 2

certs
Demand of DT Development 35,000.00 less 33,734.40
closing costs fees
Deposit due DT Development 6,000.00

\$ 84,318.51		BALANCE		
\$ 200,433.60	\$ 200,433.60	TOTAL	\$ 240,000.00	\$ 240,000.00

PLEASE RETAIN FOR YOUR ESCROW FILE



Fidelity National Title
AGENCY OF NEVADA, INC.

12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
(702) 348-7474 • FAX (702) 348-7489

ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS

To: Fidelity National Title Agency of Nevada, Inc.
Date: April 12, 2005
Escrow No: 05-707428-JM
Property Address: 674 Lascaza, Mesquite, NV 89027

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

The undersigned hereby makes a demand for \$35,000.00 less closing costs in escrow and to be reimbursed initial deposit of \$5,000.00 by the assignee buyer, BACT Limited Partnership

All other terms and conditions remain the same.

Bact Limited Partnership
BB Management 1, LLC, general partner

by: *Clement F. Tobbs*
Clement F. Tobbs

DT Development

by: _____
Aaron Needham

**Fidelity National Title**
AGENCY OF NEVADA, INC.12 W. Mesquite Blvd., Suite 113 • Mesquite, NV 89027
(702) 348-7474 • FAX (702) 348-7469**ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS**

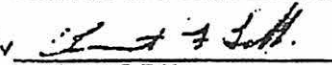
To: Fidelity National Title Agency of Nevada, Inc.
Date: April 12, 2005
Escrow No: 05-707429-JM
Property Address: 674 Lascales, Mesquite, NV 89027

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

Buyer/Borrower vesting to read as follows:
Bact Limited Partnership

All other terms and conditions remain the same.

Bact Limited Partnership
BB Management 1, LLC, general partner


by: Clement F. Tebbs


Danna Lambert

Aaron Needham

Buyer Vesting Amendment Overlay.docx

EXHIBIT 19

**AFFIDAVIT BY NEEDHAM BY
HERSCHEL BULLEN, MARCH 7, 2013**

FILED
FIFTH DISTRICT COURT
2013 MAR -7 PM 4:57
MACON COUNTY
BY 

BY W. D.

**IN THE FIFTH DISTRICT COURT - ST. GEORGE
WASHINGTON COUNTY, STATE OF UTAH**

Judge: A. Lynn Payne

AFFIDAVIT OF AARON D. T. NEEDHAM

STATE OF UTAH)
)
COUNTY OF WASHINGTON) :ss.

Affiant herein, Aaron D. T. Needham, upon being duly sworn and under oath, make the following statements:

1. I am the defendant above named. I am an adult, competent to testify as to the matters stated herein, all such matters are within my personal knowledge, or as otherwise stated, if not, and all statements made herein are true and correct to the best of my recollection and belief.

2. On May 24, 2012 This Court issued an Order Granting Application for Order Allowing Deposition of Clement F. Tebbs. It was my understanding that this deposition was being taken in Salt Lake City Utah due to the failing health of Mr. Tebbs and that the deposition would be used in lieu of his personal appearance and live testimony at trial in the above matter.

3. At the time I was being represented by Aric Kramer and it was my understanding that he would take the deposition of Mr. Tebbs. Mr. Tebbs was the individual who signed all of the checks for draws which were the subject matter of the charges of which I was convicted and his testimony was of extreme importance at trial. Therefore I felt it was critical that I be present in person during the questioning and I had every intention of being present at the deposition. Additionally I had a great deal of

documentation and many questions which I wished to be put to Mr. Tebbs, information which I believe was not covered by Mr. Kramer.

4. I made numerous phone calls to Mr. Kramer with regard to this deposition. However Mr. Kramer never personally responded to my calls or spoke to me with regard to the subject matter or the scheduled time of the deposition.

5. I was first contacted by e-mail with regard to the proposed schedule of the Tebbs deposition on May 15, 2012 by Brooke Karrington, Mr. Kramer's investigator. A copy of her e-mail is attached hereto as Exhibit A. One of the suggested dates was June 26, 2012. I notified Mr. Karrington that that would be acceptable. Accordingly I planned on being in Salt Lake City for the purpose of that deposition on June 26, 2012.

6. Shortly after May 30, 2012, I received a subpoena to testify in the arbitration matter of Johnson Powers v. Ram Manufacturing Co. The cover letter from JoAnne M Jorgensen, the attorney for Johnson Powers, reflecting that the arbitration would begin on June 12, 2012 and the subpoena are attached hereto as Exhibit B. As a result of my conversations with JoAnne Jorgensen, it was determined that my testimony would be needed and I was requested to be present on June 13, 2012 at the office of Robert Jensen, 63 S. 300 E. Suite 101, St. George Utah. I appeared that morning and waited for a considerable part of the day and was excused, but was requested to appear the next morning, June 14, 2012, which I did. Ultimately apparently my testimony was not needed, and I was excused from appearing again.

7. It has been my custom to travel to meet my ex-wife halfway in order to

Exhibit A

Email correspondents between brooke karrington and aaron needham

Clem Tebbs deposition dates

Inbox|x

Brooke Karrington <brooke@karringtoninv.com> 5/15/12

to me

Aaron:

Aric wanted me to contact you about possible deposition dates for June for Clem's deposition. Please look at your calendar to see what dates will work for you. We should get this scheduled asap. The possible dates are 06/13, 06/14, 06/15, 06/26, 06/28. The deposition will be on one day, probably starting at 9:00 a.m. or so, and will likely be in Murray.

Please get back to me as soon as you can.

Thanks, Brooke

Brooke Karrington
Karrington Investigations
Recognizing 23 Years of Investigations
801.750.1122
www.karringtoninv.com
Post Office Box 521002
Salt Lake City, UT 84152
Utah PI #100004

exercise visitation with my children. On or about June 11, 2012 I had traveled to Salt Lake City in order to meet my wife, who traveled from Gooding (Twin Falls), Idaho, to pick up my children from her. I picked up my children in Salt Lake City on June 12, 2012 and returned to St. George that day in order to be present for the arbitration proceedings for which I was subpoenaed and had agreed to appear.

8. At the same time on June 12, when I had arrived in St. George, I was informed by Brook Karrington that the time had been rescheduled for the deposition of Clem Tebbs in Salt Lake City on June 14, 2012. It was not until I had returned to St. George that I receive this information. I notified Ms. Karrington that it would be impossible for me to be there for two reasons, one that my health and physical condition caused me great pain and discomfort, and that a turn-around trip to Salt Lake City would be virtually impossible (see the statement in my e-mail of June 15, 2012, Exhibit C), and secondly that I was required to be in St. George due to my commitment to testify in the arbitration proceedings pursuant to the subpoena. With regard to the state of my physical health, as a result of an automobile accident I am a paraplegic. A statement of my primary physician regarding the conditions from which I suffer is attached hereto as Exhibit D.

9. I requested that deposition not be taken until I could be present, but Aric apparently determined that he would take the deposition in my absence. I expressed my extreme dissatisfaction with that approach, and indicated that I had documentation which required my knowledge and that I wanted to be personally present to participate, assist with questions, and hear and experience his answers, but Mr. Cramer made no effort to

Exhibit B

PETERSON REED WARLAUMONT & STOUT
ATTORNEYS AT LAW

5217 SOUTH STATE STREET, SUITE 450
SALT LAKE CITY, UTAH 84107
TELEPHONE: (801) 384-4040
FACSIMILE: (801) 747-2270
www.prw-law.com

May 30, 2012

JACK W. REED*
JAMES L. WARLAUMONT
MICHAEL A. STOUT
JOANNE M. JORGENSEN
CAROLINE J. TESCHER (1969-1997)

OF COUNSEL
KENDALL S. PETERSON
*ALSO ADMITTED TO THE UNITED STATES
COURT OF FEDERAL CLAIMS

Aaron Needham
700 North Main Street, Apt. J2
Washington, Utah 84780

Re: *Johnson Powers v. Ram Manufacturing Co.*

Dear Mr. Needham,

Enclosed please find a Subpoena to appear in the Johnson Powers v. Ram Manufacturing Arbitration proceedings. Please note that your appearance is dependent on the need for rebuttal testimony. To that end, you may not need to appear at all depending on how the Arbitration progresses.

The Arbitration begins on June 12, 2012. We should know by Wednesday or Thursday of that week whether or not your appearance is needed. If you are not required to appear, we will notify you as soon as possible. If you do not hear from us by Thursday, June 14 please plan on appearing at the place and time set forth in the enclosed subpoena.

Please feel free to call me or Mike Stout with any questions or concerns.

Regards,

PETERSON REED WARLAUMONT & STOUT



Joanne M. Jorgensen

TO: AARON NEEDHAM
700 North Main Street, Apt. J2
Washington, Utah 84780

YOU ARE COMMANDED:

- ☒ to appear in the Arbitration proceedings at the place, date and time specified below to testify in the above case.
- ☐ to appear at the place, date and time specified below to testify at the taking of a deposition in the above case.
- ☐ to produce or permit inspection and copying of the following documents¹ or objects at the place, date and time specified below:
- ☐ to permit inspection of the following premises at the date and time specified below.

PLACE

JensenBayles, LLP
63 South 300 East Ste 101
St. George, UT 84770

DATE AND TIME

June 15, 2012 at 9:00 a.m.

DEFINITIONS

The following definitions apply to this subpoena absent clear indication to the contrary:

1. "You" or "Your" refers to Aaron Needham, your agents and your employees.
2. "Ram Manufacturing Company" means Ram Manufacturing Company, their officers,

¹ For purposes of this subpoena, "document" means all materials within the scope of Utah R. Civ. P. 26 and 34(a)(1), including without limitation the original, or absent any original a copy, of any printed, typewritten or handwritten matter, memoranda, communications, letters, written materials, reports, records, personal calendars and diaries, minutes, contracts, or electronic recordings of telephonic or personal communications, tape recordings, films, prints, negatives, stenographic notes, other data or information compilations from which information can be obtained, or any phonic, aural, optical or digital reproduction of statements, conversations, data or events, including photographs and videotape, and any computer stored data or computer printout, including electronic mail, in your actual or constructive possession, custody, care or control.

Michael A. Stout, Utah Bar No. 8278
James L. Warlaumont, Utah Bar No. 3386
Joanne M. Jorgensen, Utah Bar No. 10247
PETERSON REED WARLAUMONT & STOUT
5217 South State Street, Suite 450
Salt Lake City, Utah 84107
Telephone: (801) 364-4040
Facsimile: (801) 747-2270
Email: michael.stout@prw-law.com
jwarlaumont@prw-law.com
joanne.jorgensen@prw-law.com

Date: 06/01/12
0800
Civil Process Services
435-656-0774

Attorneys for Johnson Powers, LLC

**IN THE FIFTH JUDICIAL DISTRICT COURT IN AND FOR
WASHINGTON COUNTY, STATE OF UTAH**

**IN THE ARBITRATION PROCEEDINGS
REGARDING:**

JOHNSON POWERS, L.L.C., a Utah Limited
Liability Company,

Plaintiff,

vs.

RAM MANUFACTURING COMPANY, Inc.,
a Utah corporation,

Defendant.

SUBPOENA

District Court Case No. 110502382

Arbitrator: Michael J. Wilkins

District Court Judge: John J. Walton

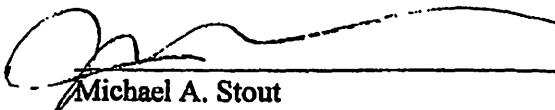
directors, shareholders, members, managers, employees, agents and attorneys.

3. "Johnson Powers, LLC" means Johnson Powers, LLC, their officers, directors, shareholders, members, managers, employees, agents and attorneys.

Notice to Persons Served with a Subpoena. The attached Notice explains your rights and obligations. You may object to this Subpoena for any of the reasons listed in paragraph 6 of the Notice by serving a written objection upon the attorney listed at the top of this Subpoena. You must comply with any part of the Subpoena to which you do not object.

DATED this 31 day of May, 2012.

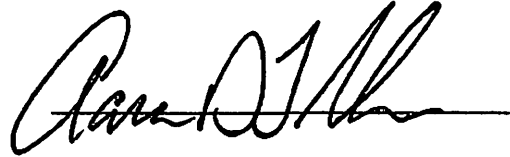
PETERSON REED WARLAUMONT & STOUT


Michael A. Stout
Joanne M. Jorgensen
Attorneys for Johnson Powers L.L.C.

CERTIFICATE OF SERVICE

I hereby certify that on the 7 day of March, 2013, I caused to be served a true and accurate copy of the foregoing affidavit by placing said copy in the United States mail, postage prepaid, addressed as follows:

JACOB S. TAYLOR, Esq.
UTAH ATTORNEY GENERAL
Heber M. Wells Building
160 East 300 South, 6th Floor
Salt Lake City, Utah 84114-0854



AARON D.T. Needham

from brooke to aaron needham

brooke@karringtoninv.com 6/27/12

to me

Thank you for your email. I will be in an out-of-state trial from June 27th - 29th. Please know that I will return your message on Monday July 2nd.

From aaron to Brooke

Aaron Needham <aaron.btc@gmail.com> 6/27/12

to Brooke

Have you received a copy of the deposition???

FROM BROOKE TO AARON NEEDHAM

brooke@karringtoninv.com 6/15/12

to me

Thank you for your email. I will be out of the office from June 15th - 18th. Please know that I will return your message on the 18th or 19th.

FROM BROOKE TO AARON NEEDHAM

6/15/12

brooke@karringtoninv.com via srs.bis6.us.blackberry.com
to me

In light of your recent emails to me expressing accusations, once again, about Aric being associated with "the Mafia of Utah", your disrespect about the way the deposition went without even knowing what questions were or were not asked and answered, your statement after the fact that there is a wealth of documentation that Nate has but you have done nothing to ensure that your current attorney has the information, and your non-appearance or attempt to appear at the deposition once you learned you were not to testify in the arbitration of another case yesterday, Aric is sending your file to another public defender tomorrow.

You have repeatedly threatened to file a complaint against him, when we are just beginning to work on your defense. So Aric believes that the conflict between you and him is not conducive to an appropriate attorney-client relationship.

It appears that you are setting up everyone who works on your defense, and that is not acceptable.

Aric will send your file to another attorney. If you believe that additional documentation still resides with your previous attorney, Nate, then it would be your responsibility to follow up with that and make sure your new counsel has it for your defense.

You still have a court appearance in your own case on July 10th.

Best to you, Brooke
Sent from my Verizon Wireless BlackBerry

From Aaron to Brooke

Aaron Needham <aaron.btc@gmail.com> 6/14/12

to Brooke

I would like to meet earlier after reviewing the deposition to see that all of my questions were asked and how to proceed when we talk to the judge and I can ask the judge why the documentation wasn't at the deposition.

From brooke to aaron needham

Needham court date

Inbox|x

Brooke Karrington <brooke@karringtoninv.com> 6/14/12

to ariccramer, me

According to the docket, the next review hearing is scheduled for July 10th at 2:00 p.m. That's in 3 1/2 weeks. We could meet that morning before court, or should we meet a different day?

Brooke Karrington
Karrington Investigations
KG Financial Forensics LLC
Recognizing 23 Years of Investigations
801.750.1122
www.karringtoninv.com
Post Office Box 521002
Salt Lake City, UT 84152
Utah PI #100004

Reply Reply to all Forward

From Aaron Needham to Brooke

Aaron Needham <aaron.btc@gmail.com> 6/14/12

to Brooke

I would like to meet earlier after reviewing the deposition to see that all of my questions were asked and how to proceed when we talk to the judge and I can ask the judge why the documentation wasn't at the deposition.

FROM AARON NEEDHAM TO BROOKE

6/14/12

**aaron.btc@gmail.com <aaron.btc@gmail.com>
to brooke**

I will send you the supena tomorrow

FROM BROOKE TO AARON NEEDHAM

6/14/12

brooke@karringtoninv.com via srs.bis6.us.blackberry.com
to me

Did you get the documentation from Nate and get it to Aric's? I know that Nate was waiting for some fax info from you but he didn't have it when I spoke to him.

Also, please email, fax or send a copy of your subpoena for the arbitration to Aric or to me.

Thanks! As soon as I know about the transcript being ready I'll let you know. Clem will review it for corrections before it can be released.

Thanks Aaron.

Brooke
Sent from my Verizon Wireless BlackBerry

FROM AARON TO BROOKE

MY RESPONSE:

On Thu, Jun 14, 2012 at 6:40 PM, aaron.btc@gmail.com <aaron.btc@gmail.com> wrote:
I looked at the docket and the hearing is in the morning tomorrow at 9:00 am at the attorney office. I was told today and the front page had today's date but the other docket has tomorrow.

I will email you a copy tomorrow and I want to meet with ARIC as soon as the transcript comes out and I want to organize all the documents to answer the questions. I want to express my concerns to Aric and ask him if he's associated with the Mafia of Utah.

I know what you said but every question can be supported by the documentation in the box from Nate.

IF I have to go get the documentation from the recorder's office again.

I will get it. Please set up the meeting as soon as we have the transcript and I will get started putting the documentation together

Exhibit E

FROM BROOKE TO AARON NEEDHAM

On Thu, Jun 14, 2012 at 5:15 PM, Brooke Karrington <brooke@karringtoninv.com> wrote:
Aaron:

It would probably be a good idea if you supplied a copy of your subpoena for your court appearance today so that we have that for your file. I can see the court case online, but it doesn't show that there was a court appearance scheduled for today. It is entirely possible that since it was an arbitration that it wasn't included in the court docket, so if you can send a copy of your subpoena requiring your appearance today, that would be great.

Thanks so much! Brooke

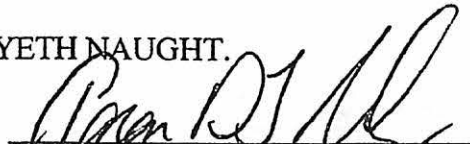
Brooke Karrington
Karrington Investigations
KG Financial Forensics LLC
Recognizing 23 Years of Investigations
801.750.1122

reschedule the date of Mr. Tebbs deposition from June 14, 2012.

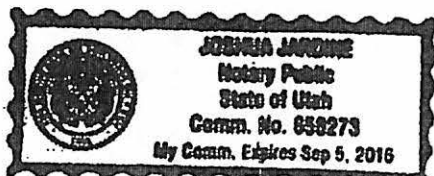
10. It is not entirely clear from the texts of the various e-mails between Ms. Karrington and me, which are attached hereto as Exhibits E, however, there was no question as between us and Mr. Kramer and me that I had planned on being present during the deposition of Clem Tebbs on June 26, 2012, and when it was rescheduled, I fervently requested that it not be taken on June 14 as I could not be present and that it be rescheduled for another time where I could realistically be present.

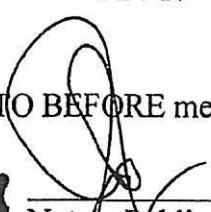
11. The deposition of Clem Tebbs was used at trial and read into the record even though I was not present during the course of his testimony.

FURTHER AFFIANT SAYETH NAUGHT.


Aaron D. T. Needham

SUBSCRIBED AND SWORN TO BEFORE me this 7th day of ~~June~~ ^{March, 2013} 2011.




Notary Public
Residing at SD Grove
My Commission Expires: 9-5-16

Gandhi, Zahabia T

640 East 700 South
Suite 105
St George, UT 84770
(435)688-7770

About Your Visit Today on March 06 2013

Patient Name: Needham, Aaron

Your Current Medications

Your Current Medication(s) as of 3/6/2013 are as follows. Please let us know if this list is not what you are taking.

Medication	Instruction	Start Date
Ambien Oral		
Percocet 7.5 mg-500 mg Tab	1 Tablet(s) by Oral four times a day, every 6 hours	

Prescription Written Today

Medication	Instruction	Start Date
------------	-------------	------------

Prescription Discontinued Today

Medication	Instruction	Stop Date
------------	-------------	-----------

Your Next Appointment

Visit Date: 03/06/2013 Patient: Needham, Aaron DOB: 05/12/1968

Dx:

DIARRHEA

Assesment & Plan (This is for the Doctor and may have medical terminology that you may not understand)

Aaron comes in for a fu apt

- 1) Diarrhea ; we will look for malabsorption and inflammation via stool tests
- 2) ch med issues ; decub, coccidiomycossi, UTI ; as per diff subspecialist
- 3) High BP here : likely due to Increase pain from recent fall before pt came in for apt . says lost few percocets in the process : explained that i do not do long pain meds Rx especially w established pain physician BUT will be happy to corroborate that BP were high here which are consistant with hx of said injury
- 4) Wt loss : ? repeated infections w catabolic state . we will fu in 1 month and see if stablized , if not we will repeat nutritional markers

Your Vital Signs this visit: Blood Pressure: 160/92 mmHg , heartrate: 122 bpm , oxygen level: 96 % room air , wt: 207 lbs

Diet and Exercise Instructions:

A return visit is indicated in 1 month. As tolerated exercise is recommended. He was advised to be on a balanced nutrition diet.

Instructions for YOU:

- 1) get the stool tests when you have a diarrhea episode

Electronically signed by: Zahabia T Gandhi on 03/06/2013 12:14



PM

Advanced Pulmonary, Sleep Disorders & Internal Medicine
640 East, 700 South, Suite 105, St George UT- 84770 • phone: 435-688-7770 • fax: 435-688-8122 • advanced.adm.ir

Exhibit D

Letter Of Known Medical Conditions

Sir/Madam,

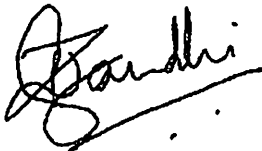
As requested by Aaron Needham, born on May 12, 1968 who is under my care, I am releasing Protected Health Information to you.

Aaron, has the following known medical conditions and/or has had a history of it in the past:

Lumbar (intervertebral) disk disorders Onset: s/p MVA in 87 adn since then has been quadriplegic adn only now in the past 1 yr is getting some sensations in his LE back and working w PT to get LE increased. ANEMIA. ANXIETY STATE Onset: 11/15/2012. COCCIDIOIDOMYCOSIS Onset: 9/18/2012. DIARRHEA Onset: 3/6/2013. DIVERTICULITIS, COLONIC Onset: 1/28/2013. FATIGUE/MALAISE Onset: 3/21/2012. HYPERLIPIDEMIA. HYPERPOTASSEMIA. LUMBAGO Onset: 8/14/2012. NEURALGIA/NEURITIS. NUTRITION DEFICIENCY Onset: 3/21/2012. OTHER QUADRIPLÉGIA.

Please feel free to contact our office for any further details if required.

Sincerely,



Zahabia T Gandhi,
Internal Medicine
640 East 700 South, Ste 105
St George, UT 847707094

March 06, 2013

Advanced Pulmonary, Sleep Disorders & Internal Medicine
640 East, 700 South, Suite 105, St George UT- 84770 • phone: 435-688-7770 • fax: 435-688-8122 • advanced.admin@infowest.com

ask me too????

I put all the documents together and I am extremely familiar with the documentation. You and Aric said that you would go get it and you didn't need me too.

I don't know Aric compared to anyone and my concerns with Utah Mafia is bigger than Aric as the business I put together in the carbon industry in having to move it out of the state to be safe.

If all of my concerns make Aric nervous, I accept his withdrawal and I will take these emails to our July 10th. Hearing and let's have the Judge explain it to us.

Please get me a copy of the deposition this deposition will show all of us if he has studied MY CASE and was prepared for the case and number ONE. DID HE ASK ALL OF THE QUESTIONS I PRESENTED????

THIS IS MY LIFE THAT THE AG OFFICE IS LYING ABOUT AND WERE GOING TO PUBLISH THEIR LIES

LET'S GO PUBLIC

Sent from my Verizon Wireless 4G LTE DROID

Exhibit C

FROM AARON NEEDHAM TO BROOKE KARRINGTON 6/15/12

aaron.btc@gmail.com <aaron.btc@gmail.com>

to brooke

I understand. My concerns are real and my emails address my concerns and they are asking why was things done this way.

The AG office has taken my name and trashed it with lies and I've collected all of the documentation to go to battle and I don't know if Aric uses it in the interview.

The last time we all met together with nate at the courts you guys were going to his office to get all of the documentation. The deposition was set up so Clem would not be at trial because of his medical issues.

I don't know if Aric retrieved that box of information to support the questions. Now your saying that I was suppose to get it for you and you accuse me of doing nothing. I putt all of the documentation together from third parties not nate.

As far as not being there yesterday the subpoena told me to be here on Friday but the attorney told me to be available to meet to review questions on Thursday.

You called me on Tuesday to let me know that the court date had been changed from the 26th to the 14th.

I just for back from salt lake city from picking up my kids and had I known that the meeting was this week. I would have made arrangements to stay. But I didn't know I had set up for august 26 is which is the date that I agrees too.

My body could not handle another long drive with such short notice. The pain level would have been so high I would have blacked out.

My emails that I sent were leading to the point that if Aric was not prepared and if no one obtained the information from Nate and your now attempting to say I have done nothing.

I am going to Nate's office to get my file box that I personally put together.

My fears of Aric and association with Utah Mafia may be totally wrong and Aric may have zero association.


Then why was I given so little notice on the date change so I could prepare with everyone knowing my personal physical battles with illness??????

Why did no one contact me and say they couldn't get the documentation from nate and

CERTIFICATE OF SERVICE

I here certify that on this 30 day of May, 2012 I caused to be served a true and correct copy of the foregoing Subpoena via email and regular U.S. Mail, postage prepaid on:

JensenBayles, LLP
63 South 300 East Ste 101
St. George, UT 84770
Tel: (435) 674-9718
Fax: (435) 674-9006
RJensen@JensenBayles.com
JSpendllove@JensenBayles.com


Michael A. Stout
Joanne M. Jorgensen
Counsel for Johnson Powers, L.L.C.

Subpoena form is part of this Notice; you may need to modify it to fit your circumstances. Once you have filed the objection, do not comply with the subpoena unless ordered to do so by the court.

(8) Motion to compel. After you make a timely written objection, the party or attorney issuing the subpoena might serve you with a motion for an order to compel you to comply and notice of a court hearing. That motion will be reviewed by a judge. You have the right to file a response to the motion, to attend the hearing, and to be heard. You have the right to be represented by a lawyer. If the judge grants the motion, you may ask the judge to impose conditions to protect you.

(9) Organizations. An organization that is not a party to the suit and is subpoenaed to appear at a deposition must designate one or more persons to testify on its behalf. The organization may set forth the matters on which each person will testify. URCP 30(b)(6).

(4) Subpoena to permit inspection of premises. If the subpoena commands you to appear and to permit the inspection of premises, you must appear at the date, time, and place designated in the subpoena and do what is necessary to permit the premises to be inspected.

(5) Subpoena to produce documents or tangible things. If the subpoena commands you to produce documents or tangible things, you must produce the documents or tangible things as you keep them in the ordinary course of business or organize and label them to correspond with the categories in the subpoena. The subpoena may require you to produce the documents at the trial, hearing, or deposition or to mail them to the issuing party or attorney. The party issuing the subpoena must pay the reasonable cost of copying and producing the documents or tangible things. You must produce with the documents or tangible things a Declaration of Compliance with Subpoena stating in substance:

- (A) that you have knowledge of the facts contained in the declaration;
- (B) that the documents produced are a full and complete response to the subpoena;
- (C) that originals or true copies of the original documents have been produced; and
- (D) the reasonable cost of copying the documents.

A Declaration of Compliance with Subpoena form is part of this Notice; you may need to modify it to fit your circumstances.

(6) Objection to a subpoena. You must comply with those parts of the subpoena to which you do not object. You may object to all or part of the subpoena if it:

- (A) fails to allow you a reasonable time for compliance (If you are commanded to produce documents or tangible things, the subpoena must be served on you at least 14 days before the date designated for compliance.);
- (B) requires you, as a resident of Utah, to appear at a deposition or to produce documents, electronic records or tangible things or to permit inspection of premises in a county in which you do not reside, are not employed, or do not transact business in person, unless the judge orders otherwise;
- (C) requires you, as a non-resident of Utah, to appear at a deposition or to produce documents, electronic records or tangible things or to permit inspection of premises in a county other than the county in which you were served, unless the judge orders otherwise;
- (D) requires you to disclose privileged or other protected matter and no exception or waiver applies;
- (E) requires you to disclose a trade secret or other confidential research, development, or commercial information;
- (F) subjects you to an undue burden; or
- (G) requires you to disclose an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study that was not made at the request of a party.

(7) How to object. To object to the subpoena, serve the Objection to Subpoena on the party or attorney issuing the subpoena. The name and address of that person should appear in the upper left corner of the subpoena. You must do this before the date for compliance. An Objection to

Notice to Persons Served with a Subpoena

(1) Rights and responsibilities in general. A subpoena is a court order whether it is issued by the court clerk or by an attorney as an officer of the court. You must comply or file an objection, or you may face penalties for contempt of court. If you are commanded to produce documents or tangible things, the subpoena must be served on you at least 14 days before the date designated for compliance. If you are commanded to appear at a trial, hearing, deposition, or other place, a one-day witness fee must be served with this subpoena. A one-day witness fee is \$18.50 plus \$1.00 for each 4 miles you have to travel over 50 miles (one direction). When the subpoena is issued on behalf of the United States or Utah, fees and mileage need not be tendered. The witness fee for each subsequent day is \$49.00 plus \$1.00 for each 4 miles you have to travel over 50 miles (one direction).

(2) Subpoena to copy and mail documents. If the subpoena commands you to copy documents and mail the copies to the attorney or party issuing the subpoena, you must organize the copies as you keep them in the ordinary course of business or organize and label them to correspond with the categories in the subpoena. The party issuing the subpoena must pay the reasonable cost of copying the documents. You must mail with the copies a Declaration of Compliance with Subpoena stating in substance:

- (A) that you have knowledge of the facts contained in the declaration;
- (B) that the documents produced are a full and complete response to the subpoena;
- (C) that originals or true copies of the original documents have been produced; and
- (D) the reasonable cost of copying the documents.

A Declaration of Compliance with Subpoena form is part of this Notice; you may need to modify it to fit your circumstances.

(3) Subpoena to appear. If the subpoena commands you to appear at a trial, hearing, deposition, or for inspection of premises, you must appear at the date, time, and place designated in the subpoena. The trial or hearing will be at the courthouse in which the case is pending. For a deposition or inspection of premises, you can be commanded to appear in only the following counties:

(A) If you are a resident of Utah, the subpoena may command you to appear or to produce documents, electronic records or tangible things or to permit inspection of premises in the county:

- in which you reside;
- in which you are employed;
- in which you transact business in person; or
- in which the court orders.

(B) If you are not a resident of Utah, the subpoena may command you to appear or to produce documents, electronic records or tangible things or to permit inspection of premises in the county:

- in which you are served with the subpoena; or
- in which the court orders.

EXHIBIT 20

**COURT RULING ON MOTION FOR NEW
TRIAL, MAY 26, 2013**

IN THE FIRTH DISTRICT COURT IN AND FOR
WASHINGTON COUNTY, STATE OF UTAH

2014 MAY 27 AM 9:38

FILED
ST. GEORGE

STATE OF UTAH,)	RULING ON THE DEFENDANTS MOTION
Plaintiff,)	FOR A NEW TRIAL
Vs.)	
AARON D.T. NEEDHAM)	Case No: 101500067FS
Defendant.)	Judge A. Lynn Payne

This matter came before the court on April 9, 2014, for an evidentiary hearing on the Defendant's Rule 24 URCrP Motion for a new trial. Based upon the evidence, the court finds as follows:

1. Prior to trial, the State filed a motion to have the jury view a video deposition which had been taken on Jun 14, 2014. In the spring of 2012, the State had filed a URCrP rule 14(a)(8) motion to take the deposition of Clement Tebbs. The basis for the motion was that Mr. Tebbs would not be able to attend trial based on his health. On the 24th of May, 2012, Judge John J. Walton entered an order allowing the State to take the deposition of Mr. Tebbs. The order indicates that the parties had agreed that the deposition would be taken in Murray, Utah on the 14th day of June 2012, beginning at 9:00 am. The Defendant did not objection to the State's motion and the video deposition was admitted into evidence and was shown to the jury.

2. Mr. Tebbs and Mr. Needham had been in a business relationship wherein Mr. Tebbs financed the construction of homes in Southern Utah and Nevada. The State's charges were that Mr. Needham had converted funds to his own use. The defendant did not contest that he had received money from Mr. Tebbs which he had used for his own benefit. However, the Defendant claimed that Mr. Tebbs had authorized him to use the funds for his own use. In support of this defense, the defendant produced a document which was purportedly signed by Mr. Tebbs. Therefore, the central issue in this case was not whether funds had been diverted, it was whether Mr. Tebbs had authorized the diversion of the funds. The State presented evidence that when Mr. Tebbs became aware that funds had been diverted, he asked Mr. Needham to meet with him. At trial the State produced four witness who were present at this meeting. Each witness testified that during the meeting: Mr. Needham admitted he had diverted fund; he apologized for his conduct and promised to pay the money back; and that he

made no claim that he had been given prior permission to use the funds for his own use. Later, an investigator from the State licensing board interview Mr. Needham. During this meeting, Mr. Needham did not claim that he had authority to use the funds for his own benefit.

3. At trial, the state called John Grealish as a witness. Mr. Grealish was transported to Utah from another state, where he was serving a sentence on an unrelated offense. Mr. Grealish testified that Mr. Needham had diverted funds for his own benefit. Prior to trial and prior to the sentencing of Mr. Grealish, the State had sent a letter to the Honorable Clark Waddoups. (see exhibit 1) The letter informed the Court that Mr. Grealish had co-operated in the prosecution of Mr. Needham and had made himself available to testify in this matter.

The State clearly had a duty to provide this letter to the defense prior to trial so that it was available for the cross-examination of Mr. Grealish (impeachment as to motive). Scheree Wilcox, a para legal for the Attorney General's Office, mailed a copy of the Grealish letter to Nathan Reeve, who was then counsel for Mr. Needham. The court believes that the letter was mailed to Mr. Reeve. However, Mr. Reeve withdrew and Erick Cramer was appointed. Mr. Cramer testified that he reviewed the file which he had received from Mr. Reeve and the Grealish letter was not in the file. Mr. Cramer later withdrew and Douglas Terry (trial counsel) was appointed. Mr. Terry testified that the Grealish letter was not in the file that he received from Mr. Cramer. It is therefore clear that the letter was not available to trial counsel and that trial counsel was not aware of its existence.

This then presents an issue of whether the letter was actually received by Mr. Reeve. Mr. Nathan did not testify at the trial and neither party has addressed the issue of whether the State's duty under Brady is met when the material is mailed; or whether the State bears the burden to prove the material was actually received. Given the evidence in this case, the court need not resolve this issue. For the purposes of the analysis of this case, the court will assume that the letter was not mailed.

As indicated, the defendant did not contest that he had diverted funds to his own use. Therefore, the central issue was whether he had authority to do this. At trial he claimed that he did and that Mr. Tebbs had signed a document agreeing that he could use the funds as he did. However, four witness testified they were present when Mr. Needham admitted to using the funds without authority and that he apologized for doing so. When he was confronted he did not claim to have authority to divert the funds; neither did he make any reference to a document which granted him such authority. If Mr. Needham had prior authority he would not have admitted to wrong doing; and if he had an agreement which gave him authority to act as he did, he would have referred to the agreement and the document that memorialized the agreement. In a subsequent interview with an investigator from the licensing board, Mr. Needham did not claim that he had authority to use the funds for his own benefit. Also, at trial,

Mr. Needham testified that he could not work on a project in Nevada because the building inspector would not allow the construction to proceed. The State brought Mr. Needham's credibility into question by calling the Nevada building official, who testified that the city did not prevent the construction from going forward.

Based upon all the evidence presented at trial, the fact that counsel for the defense could not cross examine Mr. Grealish with the letter to Judge Waddoups does result in a reasonable probability that the results would have been different. This court's confidence in the jury verdict is not undermined. The State's case was strong and the defendant's case relied primarily on his testimony and a document that purportedly gave him authority to use the funds. This was the heart of his defense and it was presented and considered by the jury. The Defendant's Brady motion is therefore denied.

4. Scheree Wilcox, a para legal for the Attorney General's Office undertook the responsibility to schedule the video deposition of Mr. Tebbs. She sent Aric Cramer (counsel for Mr. Needham) a list of possible dates for the deposition. The lists included five dates (June 13, 14, 15, 26, and 27). Mr. Cramer then provided this list to his investigator, Brooke Karrington. Mr. Cramer asked Ms. Karrington if she was available on these dates; he also asked her to check to see if Mr. Needham was available. Ms. Karrington called Mr. Needham and gave him the dates. Mr. Needham said that he preferred the June 26th date. At the hearing Mr. Needham testified that Ms. Karrington told him that the deposition would be on the 26th unless she called him back. Ms. Karrington testified that she did not tell Mr. Needham the deposition would be on the 26th unless she called him back. I find the testimony of Ms. Karrington to be more credible.

5. The record is not clear as to when Mr. Needham actually received notice of the date of the deposition. Mr. Cramer testified that Mr. Needham "would have been notified". However, he did not have any specific memory that Mr. Needham was notified of the date of the deposition; nor did he have any record of a notice being sent to Mr. Needham. His testimony that Mr. Needham "would have been notified" merely indicates that it is his practice to notify clients of hearings. Ms. Karrington had the most contact with Mr. Needham during this time. She testified that she did not give Mr. Needham notice that the deposition would be held on the 14th. She testified that in the weeks prior to the deposition she had many conversations with Mr. Needham in preparation for the deposition and that she "probably" referred to the deposition date in these conversations. On the other hand, Mr. Needham testified that he did not receive notice of the June 14th hearing prior to the 12th of June. The record does not contain specific evidence that Mr. Needham had notice of the deposition until the 12th of June when Ms. Karrington called Mr. Needham to finalize their preparation for the deposition. In this matter the State has the burden to prove that Mr. Needham knowingly and

voluntarily absented himself from the deposition. To prove this, the State must prove that Mr. Needham had notice of the deposition. Notice is a prerequisite to a finding that Mr. Needham knowingly and voluntarily absented himself from the proceeding. Because the State has the burden of proof, the court will find that Mr. Needham was first notified of the date of the deposition on June 12, 2012.

6. On the 12th of June 2012 Ms. Karrington again talked to Mr. Needham about the deposition. Mr. Needham said that he thought the deposition was scheduled on the 26th. Mr. Needham said that he could not attend the deposition because he was required to be a witness in an Arbitration hearing and that he had just got back from Salt Lake City that day and his health would not allow him to travel back to Salt Lake for the deposition. Ms. Karrington asked him to provide her with a copy of the Subpoena to the arbitration hearing. Mr. Needham promised to do this, but did not provide the subpoena until the 15th (which was after the deposition has held). Without a subpoena, the parties where unable to verify Mr. Needham's scheduling conflict. Therefore, Mr. Cramer was unable to request a continuance based upon Mr. Needham's obligations to attend the arbitration hearing.

7. Mr. Needham had received a subpoena on June 1, 2012 which required that he appear at an arbitration hearing on June 15, 2012. The letter which accompanied the subpoena indicated the hearing was scheduled to begin on June 12, 2012 and that Mr. Needham would be called as a rebuttal witness. However, the letter informed Mr. Needham that he might not be needed to testify; but that if he had not heard from the attorney who issued the subpoena by June 14th, he should appear on the 15th. The stated date for Mr. Needham to appear was on the 15th; the letter did not indicate that Mr. Needham was to make himself available to appear on the 12th, 13th, or 14th. Nevertheless, Mr. Needham testified that he was concerned about when he should appear so he called the attorneys office and was instructed to appear on the 13th. He testified that he appeared at the attorney's office on the 13th and was instructed to appear again on the 14th. He testified that he appeared on the 14th but was then released from his subpoena and never testified. At the hearing Mr. Needham initially testified that he had never talked to JoAnne Jorgensen (the attorney who had issued the subpoena). After his counsel referred him to a prior statement in his deposition, he changed his testimony and testified that he had talked to JoAnne Jorgensen. In his deposition, Mr. Needham had stated that it was JoAnne Jorgensen who had requested that he appear on the 13th.

When Ms. Karrington talked to Mr. Needham on the 12th, she asked Mr. Needham to send her a copy of the subpoena that he had received to attend the arbitration hearing. This was obviously an attempt to verify the conflict so that Mr. Cramer could request that the deposition be continued. Mr. Needham had the subpoena in his possession at that time and promised to send her a copy of the subpoena, but he did not send Ms. Karrington a copy of the

subpoena until the 15th (the day after the deposition). Mr. Needham testified at the hearing that, at the request of someone from the office that had issued the arbitration subpoena, he went to the attorneys office on the 13th and 14th of June. He testified that he signed something that said that he had appeared on the 13th and 14th. However, he did not produce this document. There was certainly someone from that office that could verify that Mr. Needham was present at the arbitration on the 13th and 14th (or some documentation that would show his presence at those times); however, no witness was called to verify his attendance at the arbitration hearing and no explanation was given as to why this information may not have been available. Mr. Needham knew that, because the subpoena only required him to attend on the 15th (the day following the deposition), the subpoena did not prevent him from attending the deposition on the 14th. In the Courts judgment, that is the reason that he did not send Ms. Karrington a copy of the subpoena on the 12th as he had promised. In the Courts judgment, Mr. Needham also testified that he was required to be at the arbitration on the 13th and 14th in order to create a conflict in his schedule. The Court does not believe that he was required to be present at the attorney's office on the 13th or the 14th.

Based on the evidence, the Court concludes that the Mr. Needham's obligations with respect to the arbitration hearing, did not prevent Mr. Needham from being present at the deposition.

8. During the June 12th conversation, Ms. Karrington explained that Mr. Needham could attend the hearing via video conferencing and explained how a video conference could be arranged and how it would work. At the hearing, Mr. Needham testified that Ms. Karrington never talked to him about video conferencing. Mr. Needham also testified that, when he talked to Ms. Karrington on the 12th, Ms. Karrington told him the date of the deposition had been changed. Ms. Karrington testified that the date of the deposition had not been changed and that she never told Mr. Needham that it had been changed. Ms. Karrington's testimony regarding these issues is more credible.

9. In his March 7, 2013 deposition hearing (paragraph 2) Mr. Needham states: "On May 24th, 2012 this court issued an Order Granting Application for Order Allowing Deposition of Clement F. Tebbs. It was my understanding that this deposition was being taken in Salt Lake City Utah due to the failing health of Mr. Tebbs and that the deposition would be used in lieu of his personal appearance and live testimony at trial in the above matter." In his email to Brooke Karrington dated June 15th Mr. Needham stated: "The deposition was set up so Clem would not be at trial because of his medical issues." Mr. Needham was therefore aware that the deposition would be used at trial and that the deposition would likely present the only opportunity to cross-examine Mr. Tebbs. Mr. Needham was aware that it was expected that the medical problems of Mr. Tebbs would preclude him from appearing in St. George to testify

at trial. Although he was clearly aware that Mr. Tebbs' health was fragile and that he was unable to travel; when Counsel for the State cross-examined Mr. Needham at the evidentiary hearing, Mr. Needham would not acknowledge that he was aware that Mr. Tebbs was in failing health or unable to travel. The State contends that Mr. Needham was aware that Mr. Tebbs could not attend trial and that Mr. Needham believed that the deposition would not go forward if he did not attend; thus delaying the trial. In the courts judgment, this argument has merit.

10. At the hearing, Mr. Needham testified that he always believed the deposition would be held on the 26th of June. However, on the 15th of June, 2012 (a day after the deposition), Mr. Needham sent Ms. Karrington an email which stated: "I just for(sic) back from salt lake city from picking up my kids and had I known that the meeting was this week. I would have made arrangements to stay. But I didn't know I had set up for august 26 is which is the date that I agrees too." (Exhibit C to Exhibit 6) This statement conflicts with his testimony at the hearing that he had always believed that the deposition would be held on the 26th of June.

11. After the Defendant received notice on the 12th of June, he did not take any action to arrange to be in Murray on the 14th. There is regular airline service between South West Utah and Salt Lake. Flights to Salt Lake City are available from both Cedar City and St. George on a daily basis. Therefore, it was possible for Mr. Needham to fly to Salt Lake, which would have dramatically reduced the time he was required to sit. Mr. Needham testified that, in the past, he had agreed to fly to the Middle East in connection with his business as a carbon footprint expert. He testified that this long flight was possible in spite of his medical conditions because he would be flying on a private plane which would allow for him to lay down. Therefore, according to Mr. Needham, it is possible for him to travel over long periods of time, if he is able to lay down. Yet, Mr. Needham made no attempt to arrange for someone to drive him to Murray in a vehicle that would have allowed him to recline or lay down.

12. Mr. Needham is a paraplegic. In this case Mr. Needham has testified that his physical condition prevented him from attending the hearing. He testified that it is extremely difficult for him to travel. However, he does drive a vehicle to Salt Lake City or Brigham City to pick up his children for summer visitation. He testified that in order to do this, it is necessary for him to go up (to Salt Lake City or Brigham City) on one day, rest one day, and then travel back to St. George on the third day. However, in his March 7, 2013 affidavit (exhibit 6, para 7) Mr. Needham stated that he went to Salt Lake on June 11th and returned on the next day, June 12th. At the hearing, Mr. Needham changed his testimony and testified that he did not go to Salt Lake on 11th. He testified that he went to Fillmore on the 11th to pick up his children; and that he was only able to return the next day because Fillmore was much closer than Salt Lake. However, in an email to Ms. Karrington dated June 15, 2012 (Exhibit C to Exhibit 6) Mr. Needham stated that he just got from "Salt Lake". This email was sent just two days after his

travel on the 12th. This conflict in his testimony is troubling, especial in view of the fact that he also testified at the hearing that when he prepared the affidavit he had his records before him. At the hearing he repeatedly stated that, because he had his records before him when he prepared the affidavit, the affidavit would be the most accurate (as compared to his testimony at the hearing). These statements of Mr. Needham are in direct contradiction to his testimony at the hearing that he went the Fillmore on the 11th; and that he was unable to travel to and from Salt Lake City on successive days; and seriously undermine his testimony that his physical condition prevents him from travelling to and from Salt Lake City on successive days.

Mr. Needham testified that for the past several years he has been in need of frequent medical assistance; including that he was on life support at one time. It is therefore likely that there are medical professionals (including his primary physician, Dr. Gandhi) who possessed information concerning how his medical condition may affect his ability to travel. Mr. Needham did present a letter from Dr. Gandhi, which lists his medical conditions. However, the letter does not discuss how these conditions may affect Mr. Needham's ability to travel. While it is clear that, as a paraplegic, Mr. Needham has many limitations; there is no medical evidence that these limitation would prevent him from travelling to and from Salt Lake on successive days. (Which is, in fact, what Mr. Needham stated he did in his March 7, 2013 affidavit; and in his June 15th email to Ms. Karrington. (Exhibit 6))

Because his primary physician, Dr. Gandhi, did not indicated that Mr. Needham could not travel to and from Salt Lake on successive days. We must rely on Mr. Needham's statement that travel on successive days is impossible.¹ There are many instances where Mr. Needham, in the Courts judgment has been untruthful in his testimony. He testified that he has always believed that the Deposition was scheduled on June 12th; however, in his June 15th email to Ms. Karrington, Mr. Needham indicated that he believed the deposition was scheduled in August. The court has found that he was not truthful when he testified that Ms. Karrington told him that he should consider the deposition to be scheduled on June 26th unless Ms. Karrington notified him otherwise. He was untruthful when he testified that when Ms. Karrington talked to him on the 12th she said that deposition dated had been changed to the 14th. He was untruthful when he said that Ms. Karrington did not talk to him about video conferencing. These statements severely undermine the credibility of Mr. Needham.

Based on all of the evidence, the Court will find that Mr. Needham's medical conditions did not prevent him from travelling to Murray to attend the deposition. The Court finds that Mr. Needham can travel to and from Salt Lake City on successive days. Mr. Needham was therefore able to travel to Salt Lake to attend the deposition on June 14, 2012. In addition,

¹ At the conclusion of the hearing, the parties entered a stipulation to the testimony of Mr. Needham's mother. The Court has considered this stipulation and its effect on the evidence in reaching its findings in this matter.

other arrangements could have been made that would not have required Mr. Needham to drive (i.e. airline flights or travel in a vehicle where Mr. Needham could recline or lay down). However, Mr. Needham made no attempts to arrange for alternate transportation. In addition, Mr. Needham was aware that it was possible to conduct the hearing via video conferencing. Given the technology which is available to conduct hearings in this manner, Mr. Needham could have viewed the entire deposition proceedings and would have been able to communicate confidentially with Mr. Cramer. Under the circumstances of this case, that process would have been sufficient to afford Mr. Needham his constitutional rights to be present and confront Mr. Tebbs.

Mr. Needham was aware of the date and time of the deposition and had the ability to attend in person or be present via video conferencing. He made no effort to attend the hearing; and he declined to conduct the hearing via video conferencing. He chose not to attend in the belief that the deposition would not go forward in his absence. He was aware of the fragile health of Mr. Tebbs and sought to delay the date for the deposition to a date that Mr. Tebbs may not have been available to give testimony.

13. The Court finds that the State has met its burden to prove that Mr. Needham knowingly and voluntarily absented himself from the deposition. He therefore waived his right to be present and confront Mr. Tebbs during his testimony.

14. In his motion, Mr. Needham claims that Mr. Cramer was ineffective in his cross-examination of Mr. Tebbs at the deposition. At the hearing on this motion, the state presented exhibit 5 which is a multiple page list of questions (and in some instances anticipated answers) which Mr. Needham wanted Mr. Cramer to ask Mr. Tebbs. Mr. Needham has failed to identify which questions were not asked and how the failure to ask a question or question demonstrates ineffective assistance of counsel. The Defendant has also provided question that he believes Mr. Cramer should have asked at the deposition. (Exhibit 7) However, the Defendant has failed to provide the court with an explanation or analysis as to how the failure to ask a question or question demonstrates ineffective assistance of counsel. Counsel for Mr. Needham (Mr. Terry and Mr. Cramer) each testified that many of the defenses that Mr. Needham wanted to rely on were not relevant to his defense. The court has reviewed the questions in Exhibit 7 and has not identified any questions which relate to the central issue of whether Mr. Needham had authority to use funds for his own benefit. The questions in Exhibit 7 are questions which go to the credibility of Mr. Tebbs. There is no analysis to help the court understand how the failure to ask these questions shows ineffective assistance of counsel. The Strickland analysis requires the defendant to initially show that counsel's performance was deficient. There is no evidence that the failure of Mr. Cramer to ask any question at the

deposition constituted ineffective assistance of counsel; therefore, the Defendants motion with respect to that issue is denied.

15. With respect to the claim that Mr. Terry was ineffective in failing to object based on the right of confrontation, the defendant waived the right of confrontation when he voluntarily absented himself from the deposition. Therefore, it was not ineffective assistance of counsel to object based on a right that the defendant had knowingly and voluntarily waived.

16. In his affidavit (Exhibit 7) at paragraph 6, Mr. Needham stated that he did not believe that Mr. Terry knew the deposition was scheduled at a time when he could not be present. Mr. Needham does not claim that he informed trial counsel that he could not be present at the deposition because he was required to testify at an arbitration hearing, or that he could not travel due to his medical condition. Mr. Needham further indicated that he did not believe that Mr. Terry was aware of his claims concerning Mr. Cramer's lack of preparation, or his claim that Mr. Cramer did not have documents which were important for the cross-examination of Mr. Tebbs. (Exhibit 7, para 6)

From the time of the deposition of Mr. Tebbs, Mr. Needham possessed all of the information which would have given Mr. Terry grounds to object to the introduction of the Tebbs deposition. He failed to provide this information to trial counsel. Without this information, trial counsel had no basis to object. Therefore, Mr. Terry was not ineffective in failing to object.

Mr. Needham also claims that Mr. Terry failed to subpoena record from title companies. This goes to the credibility of Mr. Tebbs. However, in view of the issues presented at trial, and considering all of the evidence which was presented, the Court does not believe that the failure to subpoena these records constituted ineffective assistance of counsel.

Dated this 26th day of May, 2014.


A. Lynn Payne Sr. District Court Judge

EXHIBIT 21

**FROM COURT TRANSCRIPT
COURT STATEMENTS BY KIM QUACK
AND
GORDON VAUGHN SUMMERS-
DIVISION AUDITOR FOR
DEPARTMENT OF PROFESSIONAL
LICENSING**

IN THE FIFTH DISTRICT COURT - ST. GEORGE COURT
WASHINGTON COUNTY, STATE OF UTAH

STATE OF UTAH, ATTORNEY	:	Case No. 101500067
GENERAL,	:	
	:	
Plaintiff,	:	
	:	
v	:	
	:	
AARON DAVID TRENT NEEDHAM,	:	
	:	
Defendant.	:	With Keyword Index

TRANSCRIPT OF JURY TRIAL JANUARY 11, 2013

BEFORE

THE HONORABLE A. LYNN PAYNE

CAROLYN ERICKSON, CSR
CERTIFIED COURT TRANSCRIBER
1775 East Ellen Way
Sandy, Utah 84092
801-523-1186

APPEARANCES

For the Plaintiff:

MR. TAYLOR
Assistant Attorney General

For the Defendant:

DOUGLAS D. TERRY
Attorney at Law

* * *

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1 WASHINGTON COUNTY, ST. GEORGE, UTAH - JANUARY 11, 2013

2 JUDGE A. LYNN PAYNE PRESIDING

3 (Transcriber's note: speaker identification
4 may not be accurate with audio recordings.)

5 P R O C E E D I N G S

6 THE COURT: Thank you. We're on the record, which
7 will indicate the jury is in place, the parties and counsel
8 are present.

9 Mr. Taylor, you may call your next witness.

10 MR. TAYLOR: State calls Kim Quach.

11 KIM QUACH

12 Having first been duly sworn, testified
13 upon her oath as follows:

14 MR. TAYLOR: Your Honor, just for the Court's
15 information, seated at counsel table is Terri Powell, she's -
16 she was the investigator for this case.

17 THE COURT: Could she possibly be a witness in this
18 case?

19 MR. TAYLOR: She is a witness.

20 THE COURT: Any objection?

21 MR. TERRY: Your Honor, it's my understanding that
22 she's the - the investigator for this case, I think she's
23 entitled to stay under the rules.

24 THE COURT: Okay.

25 MR. TERRY: So no objection.

1 THE COURT: Could you have the witness spell her
2 name? I'm not familiar with her.

3 DIRECT EXAMINATION

4 BY MR. TAYLOR:

5 Q Yeah, can you please spell your last name?

6 A Q-U-A-C-H.

7 Q Thank you. Can you please tell us where you work?

8 A I work for Division of Professional Licensing for
9 Department of Commerce.

10 Q How long have you worked there?

11 A This is going on my 14th year.

12 Q And what do you do for the Division of Occupational
13 and Professional Licensing - or excuse me, the Department of
14 Commerce?

15 A I'm the division auditor.

16 Q And are you in any particular department? Or
17 division, or -

18 A Division of Professional Licensing.

19 Q Okay, is that also known as DOPL?

20 A Yes.

21 Q Okay. So I think you said that you're an auditor;
22 is that correct?

23 A Correct.

24 Q And what do you do as an auditor?

25 A As an auditor, I review all of the financial

1 concerns. When the applicant applies for a new application,
2 and for a licensure for contractor, or renewals of a
3 contractor or reinstatement to be a licensed contractor.

4 Q Are you familiar with the procedures necessary for
5 obtaining and maintaining a contractor's license?

6 A Yes, I am.

7 Q Here in Utah.

8 A Yes.

9 Q Now, do you, in the course of your - in the course
10 of your assignment, or your responsibilities, do you have
11 access to DOPL records?

12 A Yes, I do.

13 Q And DOPL files?

14 A Yes, I do.

15 Q Are these files that contain license information
16 concerning various licensed contractors?

17 A Yes.

18 Q Now, are these files and records that are kept in
19 the regular course of business?

20 A Yes.

21 Q Okay. Did you, in your position, ever become aware
22 of a contractor named Aaron Needham?

23 A I was only aware of Aaron Needham in 2005 when I
24 was given the audit file from a previous auditor.

25 Q Did you review that file?

1 A Yes, I did.

2 Q And in that file, did you find that he had ever
3 been a licensed contractor?

4 A Yes.

5 Q What - did his license ever expire?

6 A His license did expire in July 31st, 2003.

7 Q And why did it expire?

8 A It expired due to failure to renew.

9 Q Okay. And when a license is expired for that
10 reason, what has to happen for a contractor to get his or her
11 license back?

12 A When a licensee expires for failure to renew, they
13 would have to file a renewal questionnaire.

14 Q And -

15 A And pay the appropriate renewal fee.

16 Q This questionnaire, what does it ask for?

17 A The questionnaire asks for, in the last 10 years,
18 or it also asks, have you ever had any delinquent or unpaid
19 judgments, unpaid tax liens, have you ever filed bankruptcy?
20 Those are the areas that I focus in.

21 Q Now, I'll ask you some more about that later on,
22 but I believe you said that you reviewed Aaron Needham's
23 file?

24 A Correct.

25 Q And his license expired in 2003?

1 A Correct.

2 Q July of 2003?

3 A July 31st, 2003.

4 Q In your review of the file, did you see any -

5 anything about DOPL working with him to help him get his

6 license back?

7 A Yes.

8 Q And can you tell us about that?

9 A Aaron Needham had contacted DOPL after his license

10 had expired, July 31st, 2003, wanting to reinstate his

11 contractor's license. According to all procedures, again,

12 all contractors will need to submit a renewal questionnaire

13 with the appropriate fee in order for us to even talk to the

14 licensee.

15 Q Did - now did that happen in 2003 with Aaron

16 Needham?

17 A It happened in 2004.

18 Q Okay. Prior to 2004, are you aware of any

19 agreement between DOPL and Aaron Needham regarding his

20 license or his license status?

21 A The only thing I was aware of is the email.

22 Q Okay. Let me ask you, are you aware of any

23 stipulation between the - between Aaron Needham and DOPL?

24 A Yes.

25 Q Okay. Is that something - do you know about that?

1 A Yes.

2 Q And what was the stipulation?

3 A The stipulation is for unlicensed contracting work
4 after Aaron Needham's license had expired July 31st, 2003.
5 It was for the period of August - between August 1st through
6 August 31st, 2003, where he had contracted without a
7 contractor's license.

8 Q As a part of this stipulation, was there a
9 requirement for the payment of any fine?

10 A There was a fine of \$60,000. With that \$60,000,
11 \$57,000 was stayed if Aaron Needham payed \$3,000 within 30
12 days of that stipulation.

13 Q From your review of the files, did Aaron Needham
14 pay that \$3,000 within 30 days?

15 A No, he did not.

16 Q Did that have the result of him having to owe the
17 entire \$60,000?

18 A Correct.

19 Q Okay.

20 A Yes.

21 Q So just so that we're clear, in order for him to
22 get back his license, among anything else, he would have to
23 pay that \$60,000.

24 A Correct.

25 MR. TAYLOR: Okay. If I may approach?

1 THE COURT: You may.

2 MR. TAYLOR: Oh, right.

3 Q (BY MR. TAYLOR) I am showing the witness what's
4 been pre-marked as State's Exhibit 19. Ms. Quach, would you
5 please take a moment and look through that, and then just let
6 me know when you're done? Does that look familiar?

7 A Yes.

8 Q And is that a - the stipulation that you've just
9 been talking about?

10 A Yes.

11 Q And was that contained in the DOPL files for Aaron
12 Needham?

13 A Yes.

14 MR. TAYLOR: Your Honor, at this time, the State
15 would move to enter the exhibit into evidence. The document
16 is - has a self-authenticating seal, and on that basis alone
17 should be admissible in the rules.

18 MR. TERRY: No objection.

19 THE COURT: Any objection?

20 MR. TERRY: No.

21 THE COURT: Nineteen is received.

22 (Plaintiff's Exhibit 19 received)

23 MR. TAYLOR: Thank you.

24 Q (BY MR. TAYLOR) Ms. Quach, now you were talking -
25 you mentioned something about what took place with Aaron

1 Needham after 2003, I think you said there was something in
2 2004, did you say that?

3 A Yes.

4 Q What was that?

5 A There was an email from our investigator to the
6 prior auditor, who had retired, stating that Aaron Needham
7 has a stipulation in place for the \$60,000 fine, and a few
8 judgments, valid judgments from the labor commission and
9 worker's compensation.

10 Q Okay. Now, let me ask you this. He now owes
11 \$60,000. Was there any effort, again, from your review of
12 the files, was there any effort undertaken by Aaron Needham
13 to regain his license?

14 A No.

15 MR. TERRY: Objection. I think that question calls
16 for speculation as to his efforts. She can testify as to
17 what's -

18 MR. TAYLOR: I'll rephrase the question, Your Honor.

19 THE COURT: Thank you.

20 Q (BY MR. TAYLOR) Ms. Quach, was there ever any
21 subsequent application from Aaron Needham to regain his
22 license?

23 A No.

24 Q Did Aaron Needham ever regain his license?

25 A He did not regain his license until September 30th,

1 2005.

2 Q Okay. I want to ask you what had to happen in
3 order for him to get his license back in September, 2005.
4 Before I do that, when he did get his license back, was that
5 with any terms or conditions?

6 A Yes.

7 Q Can you tell us about that?

8 A In order for Aaron Needham to get his contractor's
9 license back on September 30th, 2005, he would have to
10 fulfill all of the public court searches that I had found for
11 unpaid judgments, unpaid tax liens, all of the valid
12 judgments that was ordered by labor commission, worker's
13 compensation, along with this \$60,000, plus interest and fees
14 for the stipulation back in 2003.

15 Q Now, the - you mentioned he had to make payment to
16 various different places. To get his license back in
17 September of 2005, how much did he have to pay DOPL? And
18 just DOPL?

19 A He had to pay the \$70,000 back to DOPL, that
20 includes interest and fees.

21 Q So the \$60,000 plus interest.

22 A Correct.

23 Q Okay. And did he have to show - provide any
24 verification of having paid off other - other judgments -
25 satisfactions of judgments, things like that?

1 A Yes.

2 Q And did -

3 A He does.

4 Q - did that include payments to the labor

5 commission?

6 A Yes.

7 Q Okay. I'd like to approach, Ms. Quach, and show

8 you what's been pre-marked as State's Exhibit 20. Oh, do you

9 have it - that with you?

10 A Uh-huh (affirmative).

11 Q Oh, okay. Can you please take a moment and look

12 through that, and just let us know when you're done looking

13 at it? Does that document - now, earlier you testified that

14 you have access to DOPL files and DOPL records?

15 A Yes.

16 Q As an auditor for DOPL?

17 A Yes.

18 Q That document there in front of you, do you

19 recognize it - or those pages, do you recognize those pages?

20 A Yes.

21 Q Can you tell us what those are?

22 A This is a letter from Aaron's attorneys

23 acknowledging that he received cashier's check paid out to

24 Utah State Collection, which include the \$70,786.18 to DOPL.

25 Q And just so we're clear, is this a letter - who

1 signed this letter?

2 A Kevin V. Olsen, which is the assistant attorney
3 general.

4 Q Okay, so this is not from any attorney representing
5 Aaron Needham.

6 A No.

7 Q Okay. And what is the date of this letter?

8 A March 2nd, 2005.

9 Q Now, let's go to the next page. What is the next
10 page?

11 A There's three cashier's checks made payable to
12 State Debt Collection.

13 Q Do you see any dates on these cashier's checks?

14 A The checks were dated March 2nd, 2005.

15 Q All of them?

16 A Yes.

17 Q And there are some amounts here on these checks.
18 What is the amount for the check on the top?

19 A \$17,140.95.

20 Q The one in the middle?

21 A \$70,786.18.

22 Q And the one on the bottom?

23 A \$3,897.45.

24 Q You're an auditor, I'm not, but that's about
25 \$92,000?

1 A Correct.

2 Q Okay. Now, let's go to the third page. Can you
3 please tell us what this is?

4 A This was also a letter signed by Kevin V. Olsen,
5 the assistant attorney general.

6 Q And to whom is it addressed?

7 A It was addressed to Aaron.

8 Q And does this have to do with - what is the date of
9 the letter?

10 A March 10th, 2005.

11 Q Okay. And does this letter inform Aaron Needham of
12 anything?

13 A It only informs that the check was made payable to
14 Labor Commission, including fees and penalties. It did not
15 state the amount.

16 Q Okay. That's all right. So, does it say that he -
17 the checks he paid satisfied anything?

18 A Yes, it does.

19 Q Okay. Satisfied the account.

20 A Yes.

21 Q Okay. So, just so I understand, when somebody has
22 to pay a fine, such as the one that Aaron Needham had to pay
23 to DOPL, does that actually - does that money actually go to
24 DOPL, or does it go - is it made out to some other
25 governmental branch?

1 A Once an account with DOPL is delinquent or put for
2 collection, it goes to the state collection.

3 Q Okay. The Office of State Debt Collection?

4 A Correct.

5 Q Okay. So that's - is that why these cashier's
6 checks say Debt Collection?

7 A Correct.

8 Q And not DOPL?

9 A Correct.

10 MR. TAYLOR: If I could have a moment, Your Honor?

11 THE COURT: You may. While you're doing that, we
12 got your last name. What is your first name?

13 WITNESS: Kim.

14 THE COURT: Kim. Thank you.

15 Q (BY MR. TAYLOR) Ms. Quach, my memory is not that
16 great, so maybe you said this, and if you did, forgive me for
17 asking it again. You testified that in September of 2005,
18 Aaron Needham regained his license. And did you say that in
19 order to regain his license, he had to pay these checks that
20 he paid?

21 A Correct.

22 Q I'm sorry?

23 A Correct.

24 Q Okay. And in addition, he had to pay money
25 elsewhere.

1 A Correct.

2 Q And did he have to provide you proof of that?

3 A Yes, he did.

4 Q Okay. And did he have to pay off judgments, liens,
5 things like that?

6 A Yes, he did.

7 Q Did you receive - did you personally - did you
8 receive verifications, documents, demonstrating that he had
9 done that?

10 A Yes, I did.

11 Q Okay. And can you recall approximately how much
12 that was that he had to pay other people, other companies,
13 things like that?

14 A I don't recall. I do have a list of each amounts,
15 and I do have satisfactions of each of the judgments or lien
16 releases from each of the suppliers or creditors.

17 Q If I were to tell you that the amount totaled about
18 58-

19 MR. TERRY: Objection, leading.

20 THE COURT: Sustained.

21 MR. TAYLOR: If I could have a moment, Your Honor?

22 THE COURT: You may.

23 MR. TAYLOR: Your Honor, at this time -

24 Q (BY MR. TAYLOR) And let me just ask you some more
25 questions about this exhibit that's pre-marked as State's

1 Exhibit 20. Are these pages - were these pages contained in
2 the DOPL file for Aaron Needham?

3 A Yes, it was.

4 Q And did you ever access these pages from that file?

5 A Yes.

6 Q Okay, and do these appear to be the same pages that
7 you accessed?

8 A Yes.

9 Q Any changes to them?

10 A No.

11 MR. TAYLOR: Okay. At this time, Your Honor, the
12 State would move to enter into evidence what has been pre-
13 marked as State's Exhibit 20 for identification purposes.

14 MR. TERRY: No objection.

15 THE COURT: Twenty is received.

16 (Plaintiff's Exhibit 20 received)

17 MR. TAYLOR: No further questions. Thank you.

18 (Inaudible conversation)

19 THE COURT: Mr. Terry may have some questions for
20 you.

21 MR. TAYLOR: And Your Honor, I'm sorry, before he
22 comes up, I thought that I had offered #19.

23 THE COURT: You did.

24 MR. TAYLOR: I did. Okay.

25 THE COURT: I see 19 is received; is that correct?

1 CLERK: Uh-huh (affirmative).

2 MR. TAYLOR: Yeah. Okay. Sorry.

3 CROSS EXAMINATION

4 BY MR. TERRY:

5 Q Just a very few questions, ma'am. So it appears
6 that the stipulation, which is Exhibit 19, was - the date of
7 that stipulation was November 26th of '03. I know you don't
8 have it in front of you, but I think we agree that's the date
9 on stipulation, speaks for itself. And then we've got the -
10 the checks and the cover letter with the checks dated March
11 2nd of '05. When in this time frame would Aaron - so your
12 testimony was that his license expired July 31 of '03,
13 correct?

14 A Uh-huh (affirmative). Correct.

15 Q And then we've got the stipulation in November of
16 '03 and the payment of the checks March of '05. When would
17 he have been able - when would - when would - at what point
18 was he again fully licensed?

19 A He was fully licensed September 30th, 2005.

20 Q Okay, so there was a lag time between payment of
21 the money -

22 A Correct.

23 Q - in March, and him being fully licensed. Correct?

24 A Correct.

25 Q And is that something that he was still working on,

1 or just a time period that it takes to get the process
2 through DOPL or -

3 A He would've been working on that on his own.

4 Q Okay, so in addition to paying the money in March,
5 there were other things that he needed to do.

6 A Correct.

7 Q Okay. But he did those things and finally regained
8 his license full - in good standing as of September of '05?

9 A No. There was a period in 2005, April, where he
10 had filed for renewal of his contractor's license.

11 Q Okay.

12 A With the questionnaire and the fee, and there were
13 additional judgments and tax liens that he would - needed to
14 fulfill in order to regain his license September 30th, 2005.

15 Q Okay. But he did regain his license September
16 30th?

17 A Correct.

18 Q Okay. Prior to regaining his license September
19 30th of 2005, was he able to - was he licensed in any
20 fashion, like on probation, or anything like that, with DOPL?

21 A No.

22 Q Okay. So he would've had to have used other - or
23 worked with or worked through other licensed contractors
24 during that period of time if he was going to perform
25 contractor services.

1 A He would have to be an employee of a licensed
2 contractor at that time.

3 Q Well - well, yeah, I guess my question was a bad
4 question. He himself was not licensed until September of
5 '05.

6 A Correct.

7 MR. TERRY: Okay. Nothing else.

8 MR. TAYLOR: Just one moment please, Your Honor.

9 THE COURT: Certainly.

10 REDIRECT EXAMINATION

11 BY MR. TAYLOR:

12 Q Ms. Quach, just a few more questions. After - or
13 when Aaron Needham regained his license in September of 2005,
14 was that free and - was that with any - was that on
15 probation?

16 A Yes.

17 Q Okay. Does Aaron Needham have a license now?

18 A No, he does not.

19 Q Did it expire again?

20 A Yes.

21 MR. TAYLOR: Thank you. Nothing further.

22 THE COURT: Any further questions of this witness?

23 MR. TERRY: No, Your Honor.

24 THE COURT: May she be released?

25 MR. TERRY: May I have a moment - may I have just a

1 moment before she is released, Your Honor?

2 RE-CROSS EXAMINATION

3 BY MR. TERRY:

4 Q Ms. Quach, when - okay, so Aaron got his license
5 back September of '05, you say it was on a probationary
6 status.

7 A Correct.

8 Q And he was licensed until - from that point until
9 when?

10 A He was licensed until November 30th, 2009.

11 Q Okay. And in November - November 30th of 2009,
12 would it be accurate to say that his license lapsed, or just
13 was not renewed?

14 A His license was expired for failure to renew.

15 Q Okay. So it isn't - he didn't lose his license
16 November 30th of '09 for any action taken on the part of
17 DOPL, he simply - it lapsed because it's only good for a
18 period of time; is that right?

19 A Correct.

20 Q And unless you renew, it lapses automatically.

21 A Correct.

22 MR. TERRY: Okay. Nothing else.

23 MR. TAYLOR: One more question, or maybe two, Your
24 Honor.

25 ///

1 FURTHER REDIRECT EXAMINATION

2 BY MR. TAYLOR:

3 Q Ms. Quach, I September - or I'm sorry, was it
4 November of 2009?

5 A Correct.

6 Q In order for him to renew his license before it
7 expired again, would he have had to pay some kind of monetary
8 amount?

9 A He would have to pay the renewal fee, and again
10 fill out the renewal questionnaire, and I would have the
11 authority to ask for credit reports to see that it is squeaky
12 clean from then on with no more unpaid judgments, unpaid tax
13 liens, no more problems, in order for me to again give him a
14 valid license.

15 MR. TAYLOR: Thank you. Nothing else.

16 MR. TERRY: Nothing else, Your Honor.

17 THE COURT: May she be released?

18 MR. TERRY: Yes.

19 MR. TAYLOR: Yes, Your Honor.

20 THE COURT: Thank you. You may be excused.

21 MR. TAYLOR: Your Honor, the State calls Gordon
22 Summers. I'll go get him.

23 THE COURT: Thank you.

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GORDON VAUGHAN SUMMERS

Having first been duly sworn, testified
upon his oath as follows:

DIRECT EXAMINATION

BY MR. TAYLOR:

Q Good morning.

A Good morning.

Q Can you please tell us your full name?

A Gordon Vaughan Summers.

Q How is Summers spelled?

A S-U-M-M-E-R-S.

Q Mr. Summers, where do you work?

A I'm an investigator for the State of Utah,
Department of Commerce, Division of Occupational and
Professional Licensing, Bureau of investigation.

Q And the Department of Occupational and Professional
Licensing, is that also referred to as DOPL?

A Yes.

Q Okay. How often do people actually say the
Department of Occupational and Professional Licensing?

A That's true.

Q Okay. Thank you for being here. I have a couple
of questions. You testified just a moment ago that you're an
investigator. How long have you been an investigator in your
current capacity?

1 A With DOPL, I've been an investigator for about 21
2 years.

3 Q And prior to that, any other investigation
4 experience?

5 A Yes, I worked insurance fraud for a couple years,
6 and I was a protective services officer for the highway
7 patrol up on capital hill.

8 Q In the 21 years that you've been in your current
9 position, have you become familiar with procedures for
10 dealing with contractors who may or may not be licensed?

11 A Yes.

12 Q Do you investigate unlicensed contractors?

13 A Yes.

14 Q Do you investigate licensed contractors?

15 A Yes.

16 Q And what types of investigations do you do - well,
17 what types of investigations?

18 A We conduct - we kind of wear two hats. We conduct
19 criminal investigations as well as administrative
20 investigations, primarily dealing with statutes in the
21 Construction Trades Licensing Act, 58.55, title 58, chapter
22 55. There are two areas there, there's unlawful conduct and
23 there's unprofessional conduct, and we conduct investigations
24 in both those areas, and in some cases in Title 76 with
25 criminal conduct.

1 Q So do you also investigate diversion or diverting -
2 diverting of funds?

3 A Yes.

4 Q Funds use - to be - funds designated for the
5 construction of something?

6 A Correct. Yes.

7 Q Okay. So you said that you wear two different
8 hats. When you - how does DOPL get its cases? How does DOPL
9 learn about violations or possible violations?

10 A They come from a variety of sources. We do some
11 proactive investigations, field checks, where we go out
12 actually on construction sites and verify those working there
13 are licensed contractors, or the employees of licensed
14 contractors. We get complaints from building officials. We
15 get complaints from attorneys, from ex-wives, from
16 competitors who are being under-bid by somebody who's
17 unlicensed, and people who have paid funds to contractors and
18 a contractor skips town, or whatever. Those types of cases.

19 Q The complaints run the gambit.

20 A Yes.

21 Q Okay. So if you receive a complaint regarding a
22 contractor who's not licensed, is it fair to say, you can't
23 take any administrative action?

24 A We do take administrative action.

25 Q Oh, okay.

1 A In fact, probably the majority of what we do is
2 administrative action.

3 Q I see.

4 A With criminal - if you'd like me to expound?

5 Q Sure. Sure.

6 A Usually, for example, on a first case of
7 contracting without a license, a first offense, we'll issue a
8 citation to the individual, which is an administrative
9 citation. They carry with them a fine and a cease and desist
10 order in most all cases. Even on a second offense, if the
11 first citation has been paid, unless there's some other
12 aggravating circumstances, then we'll issue a second
13 citation, which is an administrative citation as well.

14 We can issue third offense citations, and do in
15 some cases, but quite often if they've had a couple of bites
16 at the apple, then we start to file criminally on them. We
17 do file a fair - or issue a few - a fair few third offense
18 citations, but if the circumstances are more aggravated and
19 this person just appears to be thumbing their nose at the
20 law, and they're kind of a danger to society, or to the
21 profession, then we'll file criminal charges.

22 Q Thank you. Now, let me ask you this. Do you ever
23 investigate situations where someone claims to be working
24 under someone else's license?

25 A Yes. A lot. We - that's a huge red flag to us.

1 When we hear, I'm working under somebody's license, that
2 initially really is a red flag, because you - the only way
3 you can work under somebody's license is if you are an
4 employee of that person. And then you're just that, you're
5 an employee. You're really not working under their license,
6 you're working for that person. And so oft times, what will
7 happen when they say they're working under somebody else's
8 license, they don't have a license. And in many cases, the
9 licensee is aiding and abetting that person to evade the
10 provisions of the chapter. They've hired them as a
11 subcontractor, essentially.

12 Q Besides having to be an employee is there any other
13 exception where someone can work under someone's license?

14 A No - well, to be an employee is defined fairly
15 narrowly in the Construction Trades Licensing Act.

16 Q Let me ask you this. What if they're an officer of
17 the -

18 A Yes.

19 Q - can you tell us about that?

20 A Yes. If you are an officer or an owner, then
21 you're not an employee, but then you wouldn't say you're
22 working under somebody's license because it's your license or
23 the license of the entity, that you are an owner or manager,
24 officer in. And so we would verify that they're, in fact,
25 owners, officers, or managers in - depending on what type of

1 entity it is, if it's a corporation or a limited liability
2 company, that sort of thing.

3 Q Thank you. Let me ask you about an investigation
4 that you took part in a couple years ago. Did you ever
5 become involved in investigation of a contractor named Aaron
6 Needham?

7 A Yes.

8 Q And can you recall what year you got involved in
9 the investigation?

10 A 2006.

11 Q Can you tell us, how did you first become involved
12 in this investigation?

13 A I was assigned the investigation. I was the primary
14 DOPL investigator on it. My supervisor - our unit supervisor
15 assigned the investigation to me.

16 Q And when you started the investigation, did you
17 have any materials to review?

18 A Yes.

19 Q What was that?

20 A A binder had been provided with the complaint, a
21 binder full of documentation from the complainant and victim,
22 spec - and laying out allegations and then documenting those
23 allegations.

24 Q Did you review that binder?

25 A I did.

1 Q Did you ever meet with Aaron Needham?

2 A Yes.

3 Q Did you review that binder before first meeting

4 with Aaron Needham?

5 A Yes.

6 Q And in the binder, did you find anything regarding

7 joint venture agreements?

8 A Yes.

9 Q Did you read through them?

10 A I'm sorry, say again?

11 Q Did you read through those?

12 A I did.

13 Q And again, what year was this?

14 A 2006.

15 Q Okay. You testified that you met Aaron Needham.

16 Can you tell us when that was?

17 A That was on July the 25th, 2006, that I met Aaron

18 Needham. That's the only time I recall meeting with Aaron

19 Needham personally.

20 Q When was - or excuse me, where was that meeting?

21 A At DOPL offices, the Heber M. Wells building in

22 Salt Lake City.

23 Q And can you tell us who was present at the meeting?

24 A My supervisor, Wayne Holman, was present; I was

25 present; Kim Quach was present; and Aaron Needham and his

1 counsel, Lance Thaxton, were present.

2 Q Was this in a conference room?

3 A Yes.

4 Q What was the purpose of the meeting?

5 A The purpose of the meeting - it actually had not
6 been scheduled by me. Mr. Holman, who is my supervisor,
7 originally called and scheduled the appointment with Mr.
8 Needham for - it was - I want - it was July the 5th. It was
9 the day right after Labor Day - or Independence Day, so the
10 5th. Mr. Needham didn't make the appointment, but he called
11 Mr. Holman later, and they rescheduled for the 25th. I had
12 already had the case assigned to me at that point, but that's
13 how the appointment was scheduled.

14 Q At the meeting, what - can you tell us what
15 happened at the meeting?

16 A Yes. It was just kind of the initial meeting. We
17 know there's two sides to every story, we like to get the -
18 both sides. And so we asked that the allegations that had
19 been made, how would they respond to those allegations? And
20 so that was just basically - it was more of the starting
21 point for the investigation.

22 Q Can you recall anything that Aaron Needham might
23 have said at the meeting?

24 A Yes. That's a long time ago. He stated that he
25 could explain all of the - the funds that had - the different

1 transactions that had happened with regards to several
2 building projects that were in question, that Mr. Tebbs had
3 given him a loan or helped him out with some personal things
4 so he could get on top -

5 Q Let me ask - let me stop you right there and ask
6 you this. While he's doing this, or during this meeting, did
7 you receive any - anything in writing during this meeting?

8 A Yes, I did.

9 Q What was that?

10 A Received a copy of the joint venture agreement. It
11 was dated about a year prior, June 13th, I want to say, 2005.

12 Q Now, can you recall how - I believe you testified
13 who was in the room. Can you recall from whom you received
14 this document?

15 A I can't specifically recall. I remember Mr.
16 Needham came in with some documentation on his lap, I believe
17 Mr. Thaxton just had kind of a portfolio bind - type of a
18 binder, you know, a pad, mostly took notes and -

19 Q Was the document - did the document come from one
20 of those two people?

21 A Yes. Yes.

22 Q And I think you said this a moment ago, but
23 everybody - anyone else who was in the room was a DOPL
24 official?

25 A Correct.

1 Q Okay. The document that you received, did you
2 review it?

3 A Yes, I did.

4 Q And -

5 A Many times.

6 Q I'm sorry?

7 A Several times.

8 Q Did you review it right then and there or did you
9 look more closely at it later on?

10 A I looked more closely at it later on, I scanned
11 down through there. I recall Mr. Needham pointed out the
12 last paragraph in there, kind of as - quite frankly, I was a
13 little surprised because the last paragraph, he seemed to be
14 hanging all of the justification for the allegations and the
15 discrepancies in these construction funding for the lots on
16 that last paragraph. And I found it quite surprising, quite
17 frankly. And so after he - after the meeting was over, I
18 took that joint venture agreement and I read it much more
19 thoroughly, and then I started comparing it with the other
20 joint venture agreements.

21 Q Now, are these the joint venture agreements in the
22 binder that you received?

23 A They were. The joint venture agreements in the
24 binder that I received from BACT.

25 Q Okay. And did - the document that you received

1 from Aaron Needham and/or his attorney, did you see that in
2 the binder?

3 A No.

4 Q Now, did you do anything with regard to the Clem
5 Tebbs signature or what appeared to be Clem Tebbs's signature
6 on this document?

7 A You know, the more I looked at that document, the
8 more I began to question it. And there are several reasons
9 why. And I did, I went through - because I was beginning to
10 really question the document and its authenticity, one of the
11 things that I did was, I went through every document I could
12 find in the binder that had been provided by BACT, by Tebbs,
13 and compared it with the signatures that I could see on any
14 signed document in there. I was looking specifically,
15 because I believed that document's signature had been cut and
16 pasted.

17 Q Okay. Now, did you do - let me just pause for a
18 moment.

19 If I could have a moment, Your Honor?

20 THE COURT: You may.

21 Q (BY MR. TAYLOR) Mr. Summers, you testified that you
22 suspected that this signature of Clem Tebbs was cut and
23 pasted. Why do you suspect that it was cut and pasted, and
24 not a forgery?

25 MR. TERRY: I'm going to object on the grounds -

1 lack of foundation for this -

2 MR. TAYLOR: I'll rephrase the question, Your Honor.

3 Q (BY MR. TAYLOR) Did this - did the signature
4 resemble, in your opinion, the signatures that you found of
5 Clem Tebbs in the binder?

6 A Yes.

7 MR. TAYLOR: If I could just have a moment again,
8 Your Honor.

9 THE COURT: You may.

10 Q (BY MR. TAYLOR) Mr. Summers, I think you mentioned
11 what that third paragraph said, and if - my memory's a little
12 bit hazy about that. Can you tell us what that third
13 paragraph said, or what you believed it said?

14 A Yeah. I'm really hazy on it too. I'd have to
15 actually probably review it again, but I believe it said
16 something to the effect that he helped him out with some
17 personal - meaning Mr. Tebbs - personal expenses until the
18 first closing or something to that effect.

19 Q Okay.

20 A And I - (inaudible) question for nearly \$800,000, I
21 found that really just so vague, I don't know who in their
22 right mind really could possibly think that that would
23 authorize somebody to go and spend that kind of money. I
24 just - that was one of the things. When he brought that in,
25 that document in, and kind of were hanging their hat on that,

1 and I felt that it was insufficient, so I asked them to get -
2 if they could, if they could produce a binder and
3 documentation supporting their claims, their side, and he
4 said he could provide those things, specifically regarding, I
5 believe it was seven lots, four in Mesquite and three down
6 here in Southern Utah.

7 Q Did he say that he would provide additional
8 documentation?

9 A Yes.

10 Q Did you ever receive that?

11 A Yes, we did.

12 Q Okay. Did you -

13 A I asked him for - I asked him if they could get it
14 in a couple weeks, and they said that they could. They asked
15 for more time, I didn't like delay tactics, I thought we had
16 enough to be moving on with, but wanted to give them their
17 crack, and I - they - the note that I received with the
18 binder - it wasn't delivered to me personally - was that
19 Lance Thaxton had dropped it by to DOPL offices on - right
20 around Labor Day, September 5th, I think, of 2006.

21 Q Just one or two more questions about this document.

22 The - actually, if I may obtain that from the
23 clerk, 17.

24 THE COURT: That hasn't been received. Will that be
25 - is that something that (inaudible)?

1 MR. TAYLOR: In a moment, Your Honor.

2 THE COURT: Okay.

3 Q (BY MR. TAYLOR) Mr. Summers, you've been shown what
4 is pre-marked as State's Exhibit 17. Can you just take a
5 moment to look at that, and then look back up when you're
6 done?

7 A Okay.

8 Q Does that look familiar?

9 A Yes, it does.

10 Q What is it?

11 A This is a - this is a copy of the document that was
12 given to me on July the 25th, 2006.

13 Q The document that we've been talking about?

14 A Yes.

15 Q Do you know if what you received was an original
16 with original signatures or was it a copy?

17 A No, it was a copy.

18 MR. TAYLOR: Your Honor, at this time the State
19 would move to enter into evidence what's been pre-marked as
20 State's Exhibit 17.

21 MR. TERRY: No objection.

22 THE COURT: Seventeen is received.

23 (Plaintiff's Exhibit 17 received)

24 MR. TAYLOR: Thank you.

25 Q (BY MR. TAYLOR) Just a few more questions regarding

1 the meeting that took place July 25th?

2 A July the 25th.

3 Q 2006?

4 A Yes.

5 Q Do you recall Aaron Needham saying anything about
6 John Tebbs?

7 A About John Tebbs?

8 Q John Tebbs.

9 A I do.

10 Q What was that?

11 A He - he didn't like him much, I don't think, from a
12 business standpoint he felt like he kind of interfered in the
13 business dealings between himself and Mr. Tebbs, and was kind
14 of the reason for things unraveling between them.

15 Q Now, just a - one more question. If I could
16 approach with what has been pre-marked as State's Exhibit 18.
17 Could you please take a moment just to look at that, and then
18 let us know when you're done?

19 A I have not read this before. I requested this
20 copy.

21 Q Okay.

22 A But I'm not -

23 Q Let me ask you this. Did you, in the course of
24 your investigation, investigate Aaron Needham's license
25 status as a general contractor in the state of Nevada?

1 A No, I did not.

2 Q Okay. Let me take that back from you.

3 A That was done by Bill Adamson, a Nevada
4 investigator, and I believe initially requested by Wayne
5 Holman.

6 MR. TAYLOR: Your Honor, at this time the State
7 would move to enter into evidence what's been pre-marked as
8 State's Exhibit 18. On the final page, page five, there is a
9 certification from the county - from the - from the County of
10 Clark, State of Nevada. It's a self-authenticating document
11 under the rules.

12 MR. TERRY: Your Honor, I don't object on the
13 grounds of hearsay, since it appears to be self-
14 authenticated. However, I would like to - I would object on
15 foundation grounds, where this document came from, how it
16 came to be, and how it came to be in this case.

17 THE COURT: Well, doesn't the - isn't the self-
18 authentication issue intended to take care of all the
19 foundation?

20 MR. TERRY: I believe the self-authentication simply
21 stands for -

22 THE COURT: What you're saying to me is that, even
23 though the document is self-authenticated, that somebody
24 needs to come to court and -

25 MR. TERRY: Lay some foundation for it.

1 THE COURT: Overruled.

2 (Plaintiff's Exhibit 18 received)

3 MR. TERRY: Okay.

4 MR. TAYLOR: Thank you. No further questions.

5 MR. TERRY: Just a few questions -

6 MR. TAYLOR: I'm sorry, one final question. I
7 apologize.

8 MR. TERRY: It's okay.

9 Q (BY MR. TAYLOR) In this investigation, did you
10 interview anybody else?

11 A Yes.

12 Q Can you tell us who?

13 A Clem Tebbs. My involvement was the initial early
14 on. We stepped back and the AG's office took the lead in
15 that. I served more of a support role at that point -

16 Q So -

17 A - in assisting. So, once the binder was received
18 from Mr. Needham's attorney, we reviewed that, I passed that
19 on to our auditors for review, and I went out with - I
20 recall, it was two investigators from the attorney general's
21 office, kind of - not really handing it off, because they had
22 a parallel - a binder had been provided to them as well, as I
23 understand it. And one requested from Mr. Needham as well, a
24 duplicate of the binder that they had given to us.

25 MR. TAYLOER: Thank you.

1 THE WITNESS: You bet.

2 CROSS EXAMINATION

3 BY MR. TERRY:

4 Q Just a few questions, Mr. Summers. You said that
5 there's many reasons why an investigation is begun, or is
6 commenced.

7 A Yes.

8 Q Would it be accurate to say that on occasion,
9 that's because someone just simply has an axe to grind
10 against a contractor?

11 A Well, we've had that happen.

12 Q Okay. The investigation that you began regarding
13 Aaron Needham you said began in '06. Was that begun at the
14 request of the Tebbs'?

15 A It was based on a complaint that had been filed by
16 BACT, and the documentation submitted, the binder.

17 Q Okay. And it's your testimony that when you
18 received this binder, this information from the Tebbs', from
19 BACT, or the information that you received from them, it had
20 the joint venture agreements, but the only joint venture
21 agreement it did not contain was the one that called for the
22 payment of Aaron's personal expenses.

23 A Correct. And that one differed from the other
24 joint venture agreements.

25 Q Say that again?

1 A I say, and the one that they presented to me
2 differed than with the other joint venture agreements. It
3 did not specify a project. And all the others, as I recall,
4 did.

5 Q Right.

6 A And so that was another kind of red flag to me.

7 Q Well, it was a joint venture agreement that was
8 unlike the others, somewhat in form, right?

9 A Somewhat, yes. Uh-huh (affirmative).

10 Q But also it's -

11 A And in content.

12 Q Again, it's the only one - it's the only one that
13 the Tebbs' didn't claim, and it's the only one that called
14 for Aaron to be able to be paid personal expenses out of
15 these projects, correct?

16 A That I recall, yes.

17 MR. TERRY: Okay. Nothing else.

18 MR. TAYLOR: If I could have a moment, please, Your
19 Honor.

20 THE COURT: You may.

21 REDIRECT EXAMINATION

22 BY MR. TAYLOR:

23 Q Mr. Summers, I apologize, there's some things I
24 meant to ask you earlier.

25 THE COURT: So you're re-opening?

1 MR. TAYLOR: Yes, Your Honor.

2 THE COURT: Any objection to that?

3 MR. TERRY: No.

4 Q (BY MR. TAYLOR) Mr. Summers, with regard to your
5 active investigations that you performed, you - I believe you
6 testified you investigate unlawful conduct; is that correct?

7 A Correct.

8 Q In addition to?

9 A Unprofessional conduct.

10 Q Okay. And unlawful conduct being possible
11 violations of criminal law?

12 A Correct.

13 Q Okay. Now, are you familiar with the - with the
14 steps necessary to become licensed as a general contractor?

15 A I am. Not to the extent that someone who actually
16 processes the licenses, but yes.

17 Q Okay. In becoming a licensed contractor, is there
18 any exam or anything like that?

19 A Yes. There are several different classifications
20 of contractor licensed by the state. You have general
21 classes, and you have some specialty classes, but every class
22 is required to take the Utah business and law exam. And
23 there's portions of - that exam is divided into - as I
24 understand it - I've never taken the exam - but into
25 different sections, including dealing with unlawful activity