

Bruce L. Dobb (USB No. 0879)
JENSEN, DUFFIN & DIBB, LLP
Attorneys for Plaintiff
311 South State Street, Suite 380
Salt Lake City, Utah 84111
Telephone: (801) 531-6600
Facsimile: (801) 521-3731
Email: brudi@jdedj.com

W. Kevin Jackson (USB No. 1640)
Co-Counsel for Plaintiff
311 South State Street, Suite 380
Salt Lake City, Utah 84111
Telephone: (801) 531-6600
Facsimile: (801) 521-3731

FILED DISTRICT COURT
Third Judicial District

APR 10 2009

By _____
SALT LAKE COUNTY
Deputy Clerk

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

THE LIGHTED CANDLE SOCIETY, a nonprofit
Washington, D.C. corporation,

Plaintiff,

vs.

ASCENDUS CAPITAL MANAGEMENT, LLC, a
Utah limited liability company, RICHARD T.
SMITH, ROGER E. TAYLOR, ROBERT ALSOP,
FFCF INVESTORS, LLC, a Utah limited liability
company, LBS PARTNERS, John Does I through
IX and Jane Does I through IX,

Defendants.

COMPLAINT

Civil No. 090906303

Judge: Kate Toomey

COMPLAINT

COMES NOW the above-named Plaintiff, The Lighted Candle Society (hereafter
sometimes referred to as "LCS" or the "Plaintiff"), by and through its attorneys and states
as follows:

JURISDICTION AND VENUE

1. The Court has personal jurisdiction over all Defendants because, as to each allegation herein, the Defendant is either a resident or routinely conducts business in Utah, and/or committed the acts and/or omissions complained of in Utah, and the Plaintiff has its principal place of business in Salt Lake County, Utah.

2. Violations of the Utah Uniform Securities Act (the "Utah Act"), Section 61-1-1 *et seq.*, and other state law and common law claims are included in this Complaint, arising from actions of the Defendants in Salt Lake County, State of Utah.

3. Venue in this District is proper because multiple defendants transacted their affairs, have agents, are found, and reside within Salt Lake County, and the acts of each of the Defendants or transactions constituting state securities law violations occurred within Salt Lake County of the State of Utah.

4. Personal jurisdiction and venue properly exists over each of the Defendants either because they are residents of Utah, have a principal place of business in Utah or, under the Utah long-arm statute, *Utah Code Ann.* §78B-3-205, because each of them has transacted business within Utah, contracted to provide services in Utah, or otherwise caused an injury to LCS in Utah.

PARTIES

5. The Plaintiff, The Lighted Candle Society, is a nonprofit Washington D.C. corporation with its principal place of business in Salt Lake County, State of Utah.

6. LCS made an investment in or was induced to make an investment by the Defendants. Such investment is hereafter sometimes referred to as the “LCS investment”.

7. Ascendus Capital Management, LLC (“Ascendus”), is a Utah limited liability company, which has conducted business in Salt Lake County, State of Utah at the address of 10150 South Centennial Parkway, Suite 400; Sandy, Utah. At all relevant times herein, the principal place of business of Ascendus was in Salt Lake County, State of Utah.

8. The Defendant FFCF Investors, LLC (“FFCF”) is a Utah limited liability company, which has conducted business in Salt Lake County, State of Utah at the address of 222 East South Temple, Salt Lake City. At all relevant times herein, the principal place of business of FFCF was in Salt Lake County, State of Utah.

9. The Defendant Richard T. Smith (“Smith”), is a founder of FFCF and is a resident of the State of Utah. At all times material to this Complaint, Smith participated in various business activities in Salt Lake County, State of Utah. Smith materially aided in the sale of the LCS investment to the Plaintiff.

10. The Defendant Roger E. Taylor (“Taylor”) is a resident of the State of Utah and at all times material to this Complaint participated in various business activities in Salt Lake County, State of Utah.

11. Taylor is listed as the manager in the Articles of Organization of both Ascendus and FFCF, as filed with the Utah Division of Corporations. Taylor materially aided in the sale of the LCS investment to the Plaintiff.

12. The LCS investment was induced by the fraud and factual misrepresentations of the Defendants.

13. The actions of the Defendants in procuring the LCS investment were a device and artifice to defraud which took place in the State of Utah, and principally in Salt Lake County, Utah.

14. Robert Alsop ("Alsop") is licensed as an attorney in the State of Utah and was a material participant along with the other Defendants in certain wrongful actions described in this complaint, and materially aided in the sale of the LCS investment.

15. Alsop not only provided legal services to some or all of the other Defendants to facilitate the LCS investment, but was also a material participant in inducing LCS to invest by, among other actions, introducing LCS to the other Defendants and participating in meetings with the principals of LCS when the LCS investment was described and sold to LCS. He was also present when the misrepresentations were made. These meetings included the May 2006 meeting with Taylor and Smith, which meeting was held in Alsop's office in Salt Lake City, Utah.

16. The Defendant, FFCF, which entity was central to the securities violations described in this Complaint, had as its principal place of business, the law office of Robert Alsop.

17. LBS Partners ("LBS) is an entity of unknown jurisdiction, which conducted business in the State of Utah, and was reported by the Defendants to be the recipient of the LCS investment.

18. John Does I through IX and Jane Does I through IX are other individuals or entities, which may be unknown to the Plaintiff at this time but which are principal participants in the overall scheme and artifice to defraud as described in this Complaint.

FACTUAL BACKGROUND

19. In May of 2005, representatives of Ascendus Capital Management were introduced to the Lighted Candle Society by the Defendant, Robert Alsop. These representatives of Ascendus included both Roger E. Taylor and Richard T. Smith.

20. The principals of LCS were advised that the LCS investment would be as safe as if it were in "U.S. Treasuries" but would have a greater return. LCS was told that the investment would be "low risk" and that LCS could expect an annual return on its investment of not less than 14% per annum.

21. Ascendus and its representatives, Taylor and Smith, expressly represented that they were investment advisors and then provided LCS with a copy of an investment

advisory contract that set forth the proposed relationship between the parties (see Exhibit "A" attached hereto and incorporation by this reference).

22. At a meeting which took place at the law offices of Alsop, the principals of LCS listened to a presentation about a possible investment with Ascendus, which presentation was made by Taylor, Smith and Alsop, acting jointly in this activity.

23. At this or at a prior presentation, the representatives of the Defendants provided to LCS the alleged performance record of Ascendus for the calendar year 2003 and represented that Ascendus, under the direction of Taylor, achieved "a 55.6% net year return to its clients," which return out performed the Dow Jones Industrial Average, the S&P 500 and NASDAQ (see Exhibit "B" attached hereto and incorporated by this reference).

24. On June 2, 2006, LCS made an investment with the Defendants of \$200,000.00 pursuant to a wire transfer. This investment was based upon the representations made jointly and severally by the Defendants.

25. After the investment, LCS periodically received reports of the status of its account. A copy of a report from Ascendus, dated November 30, 2006, is attached hereto as Exhibit "C" and incorporated by this reference.

26. Subsequent to the LCS investment, LCS also received payments as income, or as a return on its investment, as follows;

Date	Amount
7/27/06	\$6,203.23
12/19/06	\$4,877.00
9/18/07	\$8,266.00

27. On October 19, 2007, LCS received a return of capital in the amount of \$14,990.00. On January 9, 2008, LCS received a return of capital in the amount of \$85,000.00.

28. On March 28, 2008, LCS received a check from Ascendus for the purported balance of the capital investment of LCS in the amount of \$109,012.00. When deposited, the check was returned by the bank with a designation of “wrong signature and date.”

29. On or about April 4, 2008, LCS received a second check from Ascendus in the amount of \$109,012.00. When deposited, this second check was returned with a designation of “insufficient funds.” Since that time, LCS has not received any of its remaining funds from the Defendants.

30. On April 11, 2008, a representative of LCS executed a written form prepared by the Defendants that was a request to withdraw the funds invested by LCS (see the “Partner’s Ninety Day Notice of Withdrawal” attached as Exhibit “D” and incorporated herein by this reference).

31. On or about April 15, 2008, Alsop, acting on behalf of the Defendants, transmitted to LCS a letter from Taylor on the letterhead of FFCF acknowledging that LCS had “requested that the account of The Lighted Candle Society with LBS Partners, which we manage on your behalf be closed. Our records show that the LCS account contains \$100,000 plus accrued interest. . . We can confirm that your request was submitted to the Manager of LBS Partners on April 11 and anticipate that funds will be released approximately July 11, 2008” (see Exhibit “E” attached hereto and incorporated herein by this reference).

32. At this point in time, the nature of the LCS investment was unclear, as it was variously represented as an investment in Ascendus, and at other times it was represented as being in LBS Partners, at the same time that it was represented as a limited partnership interest in FCFF, thereby being a security and subject to state and federal securities laws.

33. On or about October 16, 2008, another investor in Ascendus and FCFF, A. David Barnes, M.D., P.C., filed a complaint in the Third District Court of Salt Lake County, State of Utah and LCS subsequently learned of this litigation. Such litigation asserted causes of action for fraud and breach of fiduciary duty. This state court litigation alerted LCS that there might be other investors who had been defrauded or deceived similar to the experience of LCS.

CAUSES OF ACTION

COUNT I

(Private Right of Action under Utah Securities Act, Sections 61-1-22 and 61-1-1(2), for the sale of securities by means of untrue statements and material omissions)

34. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

35. Utah law creates a private express statutory right of action for certain securities law violations as set out in Section 61-1-22 of the Utah Act and in the rules of the Utah Division of Securities.

36. The LCS investment offered and sold by the Defendants is a security under Section 61-1-13 of the Utah Act.

37. The securities were offered and sold in or from the State of Utah.

38. In connection with the offer and sale of securities to investors, Defendants, directly or indirectly, made false statements, and/or engaged in a scheme or artifice to defraud including, but not limited to, those set forth above in this Complaint, and at least the following:

a. That Ascendus, Smith and Taylor were registered investment advisers (see Exhibit "A" attached hereto);

b. The investments were low risk and that such investments were as safe as those made in U.S. Treasuries;

- c. That the LCS investment was under the management and control of Ascendus;
- d. That in calendar year 2003, the performance or net return on the investments made in Ascendus, under the investment direction of Taylor, was 55.6%, outperforming the Dow Jones Industrial Average, the S&P 500 and the NASDAQ (see Exhibit "B");
- e. That, as of the time of the LCS investment, the Defendants had under management more than \$10,000,000 by more than 40 investors;
- f. That Taylor was the principal management advisor who would determine how the LCS funds were to be invested;
- g. That, as further implied in the Investment Advisor Contract and expressly stated in the oral representations of the Defendants, the Plaintiff may receive a return in excess of twenty four percent per annum; and
- h. That for a period of 24 consecutive months, ending some time before the Defendants' first May 2005 meeting with LCS, "their earnings [had] been in excess of 30%."

39. In connection with the offer and sale of securities to investors, Defendants, directly or indirectly, failed to disclose material information, including, but not limited to, the following, all of which were necessary in order to make the express representations made not misleading:

- a. None of the Defendants were registered investment advisors in the State of Utah in the year of the investment of the Plaintiff;
- b. None of the Defendants were licensed broker-dealers or agents, and none of the defendants were affiliated with licensed broker-dealers;
- c. That invested funds would almost immediately pass beyond the control or review of the Defendant, Taylor, who was represented to LCS as being the key, experienced and very successful investment advisor in the transaction;
- d. The Defendants would use some of investors' funds to pay personal expenses and to pay principal and/or interest payments to other investors;
- e. That the membership/ownership interests issued as part of the Defendants' investment program were unregistered securities;
- f. That the membership/ownership interests issued as part of the Defendants' investment program were being issued/sold by the Defendants as unlicensed sales agents;
- g. That there was no basis for either a state or federal exemption from registration of the securities, when a sale of the securities unequivocally required both a state exemption and a federal exemption; and
- h. Some or all of the information typically provided in an offering circular or prospectus regarding Ascendus Capital, LBS and FFCF, such as:

- i. Risk factors for investors, and specifically the risk factors for the particular type of investments that were to be made with the LCS funds;
- ii. Discussion of pertinent suitability factors for the investor;
- iii. Any conflicts of interest the issuer, the principals, or the agent may have with regard to investments;
- iv. Identities of all of the principals of Ascendus, LBS and FFCF, along with a description of their experience;
- v. Financial statements for Ascendus, LBS and FFCF;
- vi. Current capitalization of Ascendus, LBS and FFCF;
- vii. The track record of Ascendus, LBS and FFCF, or of any other person or entity who was to receive invested funds;
- viii. The proposed use of the investment proceeds;
- ix. Agent commissions or compensation for selling the investment;
- x. Whether the investment is a registered security or exempt from registration; and
- xi. Whether the person selling the investment was duly and properly licensed as required by law.

40. In the absence of such disclosures, it was not possible to weigh the propriety of the investment.

41. Defendants' representations and omissions in disclosure were material because, had the Plaintiff been fully informed of the truth of the representations and/or omissions, Plaintiff would not have made its investment.

42. As an example, among many, if the Defendants would have disclosed that they were not registered investment advisors, or had permitted their registrations to have expired, Plaintiff would not have made the investment which is the subject of this Complaint.

43. The LCS investment was made at the specific urging of the Defendants, and the misrepresentations and statements of the Defendants were made in a manner reasonably contemplated by the Defendants to induce Plaintiff to invest in the scheme.

44. Plaintiff reasonably relied on Defendants' representations as being the truth and was at all times (at least prior to October 2007), unaware of the falsity of Defendants representations, and was unaware of the significance and materiality of the omissions regarding matters which should have been disclosed by the Defendants.

45. Defendants, by engaging in the conduct set forth above, directly or indirectly, with knowledge of the falsity of the representations or reckless disregard for the truth of the representations made: (a) employed devices, schemes or artifices to defraud; (b) made untrue statements of material facts or omitted to state material facts necessary in order to make the statements made, in light of the circumstance under they which they were made, not misleading; or (c) engaged in acts, practices or courses of

business which operated, or would operate, as a fraud or deceit upon the Plaintiff and other persons, in connection with the purchase or sale of securities.

46. The Defendants had the ability to control, and had the knowledge and/or culpably participated to a significant degree in violations of the securities laws and are, therefore, jointly and severally liable for the violations in accordance with Section 61-1-22(4)(a) and otherwise. In addition, the above named Defendants are secondarily liable to the Plaintiff through the legal theories of liability of respondeat superior, common law agency and alter-ego principles.

47. As a direct and proximate result of such misrepresentations or material omissions, the Defendants are each liable under Section 61-1-22 to the Plaintiff for their principal investment loss in the asserted amount of \$100,000.00, or as otherwise proven at trial, together with interest as provided by law.

48. Under the claim for losses asserted in this Court, liability is further extended under Section 61-1-22 of the Utah Act to each Defendant who directly or indirectly controls the seller liable under the Utah Act, and every partner, manager, officer or director of such seller.

49. Further, under Section 61-1-22(2) of the Utah Act, each of the Defendants is liable to the Plaintiff, and Plaintiff is entitled to recover, separate from its actual losses as alleged herein, treble damages, court costs and all incurred attorney fees, upon a showing that such misrepresentations, omissions, or sales of unregistered securities were

made intentionally or recklessly, as defined under the Utah Act. Such conditions do in fact exist and the Plaintiff, therefore, is entitled to such relief, as set out in this paragraph.

50. Pursuant to the provisions of Section 61-1-22 of the Utah Act, the Plaintiff is further entitled to judgment for interest on all amounts awarded under this section at the rate of 12% per annum.

51. Plaintiff is entitled to recover all such damages under Section 61-1-22, as previously set out, as to each Defendant, jointly and severely.

COUNT II

(Private Right of Action under Utah Securities Act, Sections 61-1-22 and 61-1-7, failure to register)

52. Plaintiff incorporates by this reference the preceding paragraphs of this complaint.

53. Defendants directly offered and sold securities, or were material participants in such sales to the Plaintiff in Utah.

54. The LCS investment constitutes an unregistered security.

55. LCS is not an "accredited investor" as defined in Regulation D promulgated by the Securities & Exchange Commission, and the Defendants had no reasonable basis to believe that LCS qualified as an accredited investor.

56. Because LCS is not an accredited investor, there is no applicable federal or state exemption from registration for the LCS investment, and a registration of the securities was mandatory.

57. No registration statement for these securities was filed, or was in effect, in accordance with federal securities requirements; the securities offered and sold by the Defendants were not registered under the Utah Act; and Defendants did not file any claim of exemption relating to the investment opportunity.

58. Defendants have, by engaging in the conduct set forth above, directly or indirectly sold an unregistered security in violation of Section 61-1-7 as incorporated by Section 61-1-22(a)(1) of the Utah Act, and of the rules of the Utah Division of Securities, the Defendants, therefore, are liable to the Plaintiff for actual damages in an amount to be proven at trial, plus interest, costs and reasonable attorneys fees.

59. The Defendants had the ability to control, and had the knowledge and/or culpably participated to a significant degree in violations of the securities law and are therefore jointly and severally liable for the violations in accordance with Section 61-1-22(4) of the Utah Act. In addition, the above named Defendants are secondarily liable to the Plaintiff through the legal theories of liability of respondeat superior, common law agency and alter-ego principles.

60. Plaintiff is entitled, as a direct cause of action, to recover under this Count all of their investment losses as set out above in this Complaint under this cause of action

against those directly engaged in the sale of securities or who were knowingly material participants. Plaintiff asserts each Defendant was either a seller or a material participant, and that each is therefore jointly and severally liable to Plaintiff under this Count.

61. Further, under Section 61-1-22(2) of the Utah Act, each of the Defendants is liable to the Plaintiff, and Plaintiff is entitled to recover, separate from their actual losses as alleged herein, treble damages, court costs and all incurred attorney fees, upon a showing that such misrepresentations, omissions, or sales of unregistered securities were made intentionally or recklessly, as defined under the Utah Act. Such conditions do in fact exist and the Plaintiff, therefore, is entitled to such relief, as set out in this paragraph.

62. Pursuant to the provisions of Section 61-1-22 of the Utah Act, the Plaintiff is further entitled to judgment for interest on all amounts awarded under this section at the rate of 12% per annum.

63. Plaintiff is entitled to recover all such damages under Section 61-1-22, as previously set out, as to each Defendant, jointly and severely.

COUNT III
(Common Law Fraud)

64. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

65. Defendants have, by engaging in the representations, material omissions and conduct set forth above, made numerous and repeated material representations to

Plaintiff concerning presently existing material facts, which were false, and the Defendants knew them to be false or knew that they were made recklessly, knowing that they had insufficient information upon which to base the representations, for the purpose of inducing the Plaintiff to act upon such information.

66. The Plaintiff, acting reasonably and in ignorance of the falsity of the representations, did in fact rely upon the representations and was thereby induced to act to its injury, and has been damaged thereby.

67. As a direct and proximate result of such fraudulent statements, omissions or acts, the Plaintiff has suffered actual damages of, at least, \$100,000.00, or as otherwise proven at trial.

68. To the extent Plaintiff proves intent or recklessness, it should be awarded punitive damages and attorney fees under this Count. Plaintiff prays for punitive damages, or as the Court shall otherwise determine.

COUNT IV
(Negligent Misrepresentation)

69. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

70. The Defendants had a pecuniary interest in the transaction to sell the securities to the Plaintiff and to induce the LCS investment.

71. The Defendants carelessly or negligently made false representations concerning the LCS investment, expecting Plaintiff to rely and act thereon.

72. Plaintiff reasonably relied and acted on Defendants' representations and, as a result, LCS suffered losses and damages, as set forth above.

73. The Defendants are, therefore, liable to Plaintiff for all general and punitive damages as set forth above.

COUNT V
(Breach of Fiduciary Duty)

74. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

75. Defendants owed fiduciary duties to LCS, given the position of trust granted to them by LCS. Among other things, LCS entrusted them with a substantial portion of its liquid assets, which assets were to be used for the charitable purposes of LCS, a 26 U.S.C. Section 501(c)(3) qualified charitable organization.

76. As a result, Defendants had a duty of utmost care to appropriately protect LCS and its investments.

77. In breach of their fiduciary duties, Defendants failed to protect the interests of LCS by, among other ways, allowing LCS funds to be misappropriated, by directly transferring them to others who had no right to such funds, by misrepresenting material facts to LCS, by omitting to tell LCS critical facts that would have allowed LCS to

preserve and protect its investment, by failing to exercise proper care in performing services for the benefit of LCS, by failing to supervise the LCS investment, by misusing the LCS investment, and by otherwise failing to appropriately maintain and protect the LCS investment.

78. In further violations of their fiduciary duties, Defendants, Smith, Taylor, and Ascendus, failed to follow express instructions and expectations of the Plaintiff that Taylor was to have investment control of the LCS investment.

79. As a result of these breaches of fiduciary duties, Plaintiff has been damaged in an amount to be proven at trial, but which is reasonably expected to exceed \$100,000.

80. Due to willful and wanton misconduct of the Defendants, Plaintiff is entitled to exemplary and punitive damages in an amount to be proven at trial.

COUNT VI

(Civil Conspiracy)

81. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

82. The Defendants knowingly joined together and agreed to the actions of the conspiracies described in this Complaint.

83. The Defendants are not registered securities broker-dealers, licensed agents, or registered investment advisors, and they unlawfully offered the sale of unregistered

securities with the objective of promoting the fraudulent scheme for their own personal financial benefit.

84. The Defendants aided each other in this fraudulent scheme by facilitating investments in various funds, and inducing the Plaintiff's investment, all for their own personal financial benefit.

85. Defendants' actions in promoting the investments were coordinated, illegal and fraudulent.

86. Each of the misrepresentations and omissions described herein, and the transactions which led to them, were overt acts undertaken in furtherance of these conspiracies.

87. Plaintiff suffered injury and economic damage as a direct result of Defendants' actions in an amount to be determined at trial.

88. Plaintiff is entitled to punitive or exemplary damages, and attorneys fees as determined by the Court, upon proof of this Count.

COUNT VII (Conversion)

89. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

90. The Defendant diverted funds from the LCS investment to their own purposes and not as originally represented.

91. Upon information and belief, the Defendants also diverted funds to other individuals and entities for liabilities that were unrelated to the represented uses of the LCS investment.

92. Plaintiff has demanded return of the diverted funds. To the extent that the Plaintiff herein has not already done so, Plaintiff hereby makes demand for immediate repayment of the diverted funds.

93. Despite the prior demands for the return of the funds, the Defendants have refused to return the diverted funds.

94. By reason of the forgoing, the Defendants, with the intent to wrongfully appropriate and assume ownership of the diverted fund, have intentionally assumed and exercised the right of ownership over the diverted funds to the exclusion of the rights of the Plaintiff.

95. Such taking and continued exercise of the right of ownership over the diverted funds was and is wrongful, intentional and malicious.

96. Plaintiff hereby requests that the Court declare that the Defendants have converted the diverted funds and award Plaintiff herein damages in an amount equal to the diverted funds.

97. The actions constituting conversion by the Defendants have been taken with an intent indicating malice, fraud, and/or wanton disregard for the rights of the Plaintiff herein. Therefore, Plaintiff is entitled to punitive damages.

COUNT VIII
(Unjust Enrichment)

98. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

99. The Defendants received funds which properly belong to the Plaintiff herein.

100. Acceptance and retention by the Defendants of the above-described funds is inequitable insofar as it deprives the Plaintiff herein of funds that rightfully belong to it.

101. By reason of the facts alleged herein, to wit, the unjust enrichment of the Defendants, the Plaintiff herein has sustained damages of at least \$100,000.00.

102. Plaintiff is entitled to recovery in the amount proven at trial, plus interest.

COUNT IX
(Accounting)

103. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

104. As specifically described herein, the Defendants have received funds from the Plaintiff for their personal use.

105. The Defendants received the above-referenced funds, despite the fact that no legitimate business purpose exists for receipt of those funds.

106. Accordingly, Plaintiff is entitled to an accounting of the funds received by the Defendants and the return of any money paid to the Defendants where no funds were legitimately due.

COUNT X
(Constructive Trust)

107. Plaintiff incorporates by this reference the preceding paragraphs of this Complaint.

108. The Plaintiff is entitled to an order of this Court imposing a constructive trust upon assets in the hands of the Defendants which rightfully belong to the Plaintiff.

PRAYER

Wherefore, Plaintiff prays for judgment against the Defendants as follows:

- A. For all general damages associated with all causes of action asserted above in an amount to be proven at trial, but not less than \$109,012.00, together with interest from the date of investment;
- B. For all compensatory damages associated with the causes of action asserted above in an amount to be proven at trial;
- C. For attorneys fees and costs as provided under Utah law;
- D. For treble damages as provided under the Utah Act;

E. Alternatively, for punitive damages under the fraud, conspiracy and conversion and other claims, if treble damages are not awarded.

F. Judgment on Plaintiff's conversion claim in an amount to be proven at trial;

G. Judgment on Plaintiff's unjust enrichment/quantum meruit claim in an amount to be proven at trial;

H. For an accounting by the Defendants;

I. For interest on all amounts awarded at the legal or statutory rate;

J. For an order imposing a constructive trust on the assets of the Defendants which have been wrongfully transferred to the Defendants or third parties; and

K. For such other relief as deemed appropriate by the trier of fact.

JURY DEMAND

Plaintiff demands a jury trial on all issues.

Dated this ___ day of April, 2009.

Bruce L Dobb
Jensen, Duffin & Dobb, LLP
Attorneys for Plaintiff

Plaintiff's Address:
36 North State Street
Salt Lake City, Utah 84103