

Peggy Hunt (Utah State Bar No. 6060)  
Chris Martinez (Utah State Bar No. 11152)  
Jeffrey M. Armington (Utah State Bar No. 14050)

**DORSEY & WHITNEY LLP**

136 South Main Street, Suite 1000

Salt Lake City, UT 84101-1685

Telephone: (801) 933-7360

Facsimile: (801) 933-7373

Email: [hunt.peggy@dorsey.com](mailto:hunt.peggy@dorsey.com)

[martinez.chris@dorsey.com](mailto:martinez.chris@dorsey.com)

[armington.jeff@dorsey.com](mailto:armington.jeff@dorsey.com)

*Attorneys for Court-Appointed Receiver R. Wayne Klein*

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

NATIONAL NOTE OF UTAH, LC, a  
Utah Limited Liability Company and  
WAYNE LaMAR PALMER, and  
individual,

Defendants.

**RECEIVER'S SIXTH MOTION AND  
MEMORANDUM IN SUPPORT  
REQUESTING ORDER APPROVING  
SETTLEMENT AGREEMENTS**

**(Ray and Judy MacCord; Scott T. Young;  
Orthopedic Surgical Associates Profit  
Sharing, Don and Patricia Huene and TD  
Family Trust; Manohack M. Keeton; Judith  
M. Hansen and the Judith M. Hansen  
Revocable Living Trust; Cami Cushing;  
Kenneth and Vivian Ford and the 1996 Ford  
Family Trust; Christine Wells; Bernard  
Heishman, Adele Heishman, Snowind Sports  
Inc. Retirement Trust, Edythe Heishman,  
and Heishman Family Trust; John G.  
Young; Valerie Bills; Scott and Joyce Evans;  
Deborah and Dale West and the Deborah L.  
West Family Trust; Brian York; Robert  
Thompson and the Estate of Terry  
Thompson; Lee and Carole Condie Family  
Trust, Jim Condie, Mike Condie, David  
Condie, and Rick Condie; James York; and  
Lincoln Palmer)**

2:12-cv-00591 BSJ

The Honorable Bruce S. Jenkins

R. Wayne Klein, the Court-Appointed Receiver (the “Receiver”) of National Note of Utah, LC, its subsidiaries and affiliates, and the assets of Wayne LaMar Palmer, by and through his counsel and pursuant to the *Order Appointing Receiver and Staying Litigation* entered by this Court in this case, respectfully requests that the Court enter the proposed Order attached hereto as **Exhibit A**, approving the below-described Settlement Agreements and Releases entered into by the Receiver. This Motion is supported by the *Memorandum of Law* contained herein and the *Declaration of R. Wayne Klein, Receiver* filed concurrently herewith (the “Receiver Declaration”).

## **MEMORANDUM OF SUPPORT**

### **I.**

#### **BACKGROUND**

1. On June 25, 2011, the above-captioned case was commenced by the Securities and Exchange Commission (the “SEC”) against Defendants National Note of Utah, LC (“NNU”) and Wayne LaMar Palmer (“Palmer”) (collectively, the “Receivership Defendants”), and in conjunction therewith the Court entered, in relevant part, an Order Appointing Receiver and Staying Litigation (the “Receivership Order”).<sup>1</sup> Pursuant to the Receivership Order, the Receiver was appointed, and NNU, and forty-one of its affiliated companies (the “Palmer Entities”) and collectively with NNU for purposes of this Motion, “NNU”), and all Palmer’s assets were placed in the Receiver’s control.<sup>2</sup>

2. The Court has directed and authorized the Receiver to, among other things, do the

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<sup>1</sup> Docket No. 9 (Receivership Order).

<sup>2</sup> See generally, *id.*

following:

- “[D]etermine the nature, location and value of all property interests of the Receivership Defendants and the Palmer Entities . . . [.]”<sup>3</sup>
- “To take custody, control and possession of all Receivership Property and records . . . [.]”<sup>4</sup>
- “To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court[.]”<sup>5</sup>
- “To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver[.]”<sup>6</sup>
- “[T]ransfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.”<sup>7</sup>
- “To pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receivership Estates[.]”<sup>8</sup>

## II.

### **THE SETTLEMENT AGREEMENTS AND RELEASES**

3. As a result of his financial analysis and investigation of the Receivership Defendants conducted to date, the Receiver has determined that he has claims and causes of action against numerous parties related to these parties’ dealings with the Receivership

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<sup>3</sup> *Id.* at ¶ 7(A).

<sup>4</sup> *Id.* at ¶ 7(B).

<sup>5</sup> *Id.* at ¶ 7(C).

<sup>6</sup> *Id.* at ¶ 7(D).

<sup>7</sup> *Id.* at ¶ 37.

<sup>8</sup> *Id.* at ¶ 7(J).

Defendants prior to his appointment.<sup>9</sup>

4. Prior to commencing suit, the Receiver made demand on numerous parties for the return of monies paid to them by the Receivership Defendants. Based on demand made and lawsuits filed, the Receiver has entered into 18 Settlement Agreements and Releases with certain parties.<sup>10</sup> Each of these Settlement Agreements (a) has been negotiated at arm's length and in good faith by the Receiver and the respective parties, (b) will avoid the expense, delay and inherent risks of litigation, (c) will result in either the collection of funds for the benefit of the Receivership Estate or reduction of claims and/or defenses that can be asserted against the Receivership Estate, and (d) where applicable, has taken into account issues related to the collection of any judgment that may be obtained.<sup>11</sup>

5. The Settlement Agreements subject to the present Motion, all of which are subject to Court approval, are as follows:

a. MacCords: On June 19, 2013, the Receiver filed suit against Ray and Judy MacCord (collectively, the "MacCords"), alleging that the MacCords were NNU investors who received a total of \$45,397.44 in excess of their principal investment with NNU. The MacCords thereafter provided verified financial information to the Receiver and, based thereon, on October 31, 2013, the Receiver entered into a Settlement Agreement and Release with the MacCords, subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against them based on demonstrated financial hardship and circumstances. Under the Agreement, the MacCords agreed to pay and have paid \$5,000.00 to the Receivership Estate.<sup>12</sup>

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<sup>9</sup> Receiver Declaration ¶ 3.

<sup>10</sup> Receiver Declaration ¶ 4.

<sup>11</sup> Receiver Declaration ¶ 5.

<sup>12</sup> Receiver Declaration ¶ 6.

b. Scott Young: On June 19, 2013, the Receiver filed suit against Scott T. Young (“S. Young”), alleging that S. Young was a NNU investor who received a total of \$8,366.27 in excess of his principal investment with NNU. S. Young thereafter provided verified financial information to the Receiver and, based thereon, on November 5, 2013, the Receiver entered into a Settlement Agreement and Release with S. Young, subject to Court approval, agreeing in part to compromise the Receivership Estate’s claim against him based on demonstrated financial hardship and circumstances. Under the Agreement, S. Young has agreed to pay and has paid \$1,000.00 to the Receivership Estate.<sup>13</sup>

c. Orthopedic Surgical/Huenes. On June 17, 2013, the Receiver filed suit against Orthopedic Surgical Associates Profit Sharing (“Orthopedic”), which, the Receiver alleges, was paid a total of \$16,615.57 in excess of its principal investment. In response, Don Huene, Patricia Huene, and TD Family Trust ( collectively, the “Huenes”), NNU investors who lost money on their investments, provided information showing they were related to Orthopedic and requested that the excess payments to Orthopedic be offset against their losses. On November 6, 2013, the Receiver entered into a Settlement Agreement and Release with Orthopedic and the Huenes under which Orthopedic has agreed to pay and has paid \$8,000.00 to the Receivership Estate. In addition, the Huenes have agreed to reduce claims they might assert against the Receivership Estate in a total amount of \$90,097.15.<sup>14</sup>

d. Keeton: On June 6, 2013, the Receiver filed suit against Manohack M. Keeton (“Keeton”), alleging that Keeton was a NNU investor who received a total of \$4,843.34 in excess of her principal investment with NNU. Keeton thereafter provided verified financial

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<sup>13</sup> Receiver Declaration ¶ 7.

<sup>14</sup> Receiver Declaration ¶ 8.

information to the Receiver and, based thereon, on November 7, 2013, the Receiver entered into a Settlement Agreement and Release with Keeton, subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against her based on demonstrated financial hardship and circumstances. Under the Agreement, Keeton has agreed to pay \$2,000.00 to the Receivership Estate within five days after Court approval of the Agreement. Further, if Keeton sells certain real property identified in the Agreement within 3 years of the entry of an Order approving the Agreement, Keeton will pay to the Receivership Estate, the additional amount of \$2,843.34 from the proceeds of the real property sale.<sup>15</sup>

e. Hansen: On June 21, 2013, the Receiver filed suit against Judith M. Hansen and Judith M. Hansen Revocable Living Trust (collectively, "Hansen"), alleging that Hansen was a NNU investor who received a total of \$17,648.30 in excess of their principal investment with NNU. Hansen thereafter provided financial information to the Receiver and, based thereon, on November 8, 2013, the Receiver entered into a Settlement Agreement and Release with Hansen, subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against Hansen based on demonstrated financial hardship and circumstances. Under the Agreement, Hansen has agreed to pay and has paid \$15,000.00 to the Receivership Estate.<sup>16</sup>

f. Cushing: On June 13, 2013, the Receiver filed suit against Cami Cushing ("Cushing"), alleging that Cushing was a NNU investor who received a total of \$10,506.76 in excess of her principal investment with NNU. Cushing thereafter provided information showing that the investment account at NNU was a joint account and that all the false profits were not

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<sup>15</sup> Receiver Declaration ¶ 9.

<sup>16</sup> Receiver Declaration ¶ 10.

paid to her, and asserted that that she invested additional funds with NNU. Cushing further provided financial information to the Receiver showing a financial inability to repay any false profits and, based thereon, on November 18, 2013, the Receiver entered into a Settlement Agreement and Release with Cushing, subject to Court approval, agreeing to compromise the Receivership Estate's claim against her. Under the Agreement, the parties have agreed to mutual releases, with Cushing being barred from asserting any claims against or receiving any distribution from the Receivership Estate.<sup>17</sup>

g. Ford: On June 13, 2013, the Receiver sued Kenneth Ford, Vivian Ford, and the 1996 Ford Family Trust (collectively, the "Fords"), alleging that the Fords received \$42,280.81 in excess of their principal investments with NNU. The Fords thereafter provided verified financial information to the Receiver and, based thereon, on November 22, 2013, the Receiver entered into a Settlement Agreement and Release with the Fords subject to Court approval, agreeing to compromise the Receivership Estate's claim against the Fords based on demonstrated financial hardship and circumstances. Under the Agreement, the Receiver will dismiss the lawsuit against the Fords.<sup>18</sup>

h. Wells: On June 19, 2013, the Receiver filed suit against Christine Wells ("Wells"), alleging she received a total of \$25,949.95 in excess of her principal investment with NNU. Wells thereafter provided the Receiver with financial information, showing an ability to repay the false profits if granted additional time. On November 25, 2013, the Receiver entered into a Settlement Agreement and Release with Wells, subject to Court approval, under which Wells has agreed to pay the entire \$25,949.95 to the Receivership Estate over time. A \$5,000.00

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<sup>17</sup> Receiver Declaration ¶ 11.

<sup>18</sup> Receiver Declaration ¶ 12.

initial payment was made when the Agreement was entered into, and monthly payments beginning in December 2013 and concluding by August 2015 have commenced. Thus, as of this time, Wells has paid a total of \$6,000.00 pursuant to the Agreement.<sup>19</sup>

i. Heishman. On June 21, 2013, the Receiver filed suit against Bernard Heishman, Edythe Heishman, and Snowind Sports Inc. Retirement Trust (collectively, the “Heishmans”), who, the Receiver alleges, were paid a total of \$20,280.17 in excess of their principal investment. In response, the Heishmans provided information that the individual Heishmans are beneficiaries of the Heishman Family Trust (“Trust”), which also was an investor in NNU and which asserts a claim for \$26,043.10 in unpaid principal. On November 27, 2013, the Receiver entered into a Settlement Agreement and Release with the Heishmans and Trust, subject to Court approval, under which (i) the potential claims of Trust are offset against the interest payments made to its beneficiaries, and (ii) the Trust has agreed to waive any claim it may have against the Receivership Estate.<sup>20</sup>

j. John Young: On June 13, 2013, the Receiver filed suit against John Young (“John Young”), alleging that John Young was a NNU investor who received a total of \$10,506.76 (along with a co-investor) in excess profits from their principal investment with NNU. John Young thereafter provided information showing that the investment account at NNU was a joint account and that he had provided additional funds to the co-investor, which were not recorded in the investment account of NNU, and asserting that he had actually lost \$7,000.00 on his investments. John Young also provided financial information to the Receiver showing a financial inability to repay any false profits. Based thereon, on December 5, 2013, the Receiver

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<sup>19</sup> Receiver Declaration ¶ 13.

<sup>20</sup> Receiver Declaration ¶ 14.



entered into a Settlement Agreement and Release with John Young, subject to Court approval, agreeing to a mutual release of whatever claims the parties have against one another.<sup>21</sup>

k. Bills: On June 24, 2013, the Receiver filed suit against Valerie Bills (“Bills”), Palmer’s sibling, alleging that Bills received a total of approximately \$47,000.00 in excess profits from her principal investment with NNU. Bills thereafter provided substantial information to the Receiver showing that a significant portion of the funds that the Receiver alleges were investment overpayments were actually payments from which she did not benefit. Based thereon, on or about December 3, 2013, the Receiver entered into a Settlement Agreement and Release with Bills, subject to Court approval, under which (i) Bills will pay a total of \$14,000.00 to the Receivership Estate, \$8,000.00 of which was paid at the time of settlement and the remainder will be paid in monthly installments with the final payment being due by December 15, 2015, and (ii) Bills has agreed to provide information and assistance to the Receiver when requested.<sup>22</sup>

l. Evans: On June 17, 2013, the Receiver filed suit against Scott and Joyce Evans (collectively “Evans”), alleging they received a total of \$11,880.82 in excess of their principal investment with NNU. Evans thereafter provided the Receiver with financial information, showing an ability to repay the false profits if granted additional time. On December 9, 2013, the Receiver entered into a Settlement Agreement and Release with Evans, subject to Court approval, under which Evans has agreed to pay the entire \$11,880.82 to the Receivership Estate in installments, with a monthly payments commencing in November 2013 and the final installment concluding by January 2015. Evans has already paid \$1,600.00

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<sup>21</sup> Receiver Declaration ¶ 15.

<sup>22</sup> Receiver Declaration ¶ 16.

pursuant to the Agreement.<sup>23</sup>

m. West: On June 21, 2013, the Receiver filed suit against Deborah and Dale West and the Deborah L. West Family Trust (collectively, the “Wests”), alleging they received a total of \$66,659.41 in excess of their principal investment with NNU. The Wests thereafter provided the Receiver with information acknowledging being overpaid by \$60,161.85, but disputing receipt of the difference. On December 13, 2013, the Receiver entered into a Settlement Agreement and Release with the Wests, subject to Court approval, under which Wests have agreed to pay \$60,000.00 to the Receivership Estate over time. An initial \$10,000.00 payment is due in January 2014, and the \$50,000.00 balance will be paid in quarterly payments commencing in April, 2014 and concluding by December, 2014.<sup>24</sup>

n. B. York: On June 19, 2013, the Receiver filed suit against Brian York (“B. York”), alleging that B. York received \$27,533.17 in excess of his principal investment with NNU. B. York thereafter provided verified financial information to the Receiver and, based thereon, on December 14, 2013, the Receiver entered into a Settlement Agreement and Release with B. York, subject to Court approval, agreeing in part to compromise the Receivership Estate’s claim against him based on demonstrated financial hardship and circumstances. Under the Agreement, B. York agreed to pay \$2,000.00 to the Receivership Estate. Half of this amount was due on December 31, 2013, and the remainder must be paid by December 31, 2014.<sup>25</sup>

o. Thompson. After investigation, the Receiver made demand on the heirs of Terry Thompson (“T. Thompson”), alleging T. Thompson or his estate received \$29,019.19 in excess of his principal investment with NNU. Robert Thompson (“R. Thompson”), one of the

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<sup>23</sup> Receiver Declaration ¶ 17.

<sup>24</sup> Receiver Declaration ¶ 18.

<sup>25</sup> Receiver Declaration ¶ 19.

beneficiaries of the estate, provided information to the Receiver showing that in addition to being a beneficiary of the excess payments to T. Thompson, he was the holder of three investment accounts at NNU which, in the aggregate, had net principal losses of \$191,661.88. On December 16, 2013, the Receiver entered into a Settlement Agreement and Release with R. Thompson and the estate of T. Thompson, subject to Court approval, under which the potential claims of R. Thompson against the Receivership Estate will be offset against the excess payments to the beneficiaries of the estate of T. Thompson, and R. Thompson agrees not to assert a claim against the Receivership Estate.<sup>26</sup>

p. Condie. On June 21, 2013, the Receiver filed suit against the Lee and Carol Condie Trust (the "Trust"), Jim Condie, and Mike Condie (collectively with the Trust, the "Condies"), alleging that the Condies received \$16,759.23 in excess of their principal investment with NNU. The Condies, as well as two additional Trust beneficiaries (Rick Condie and David Condie) thereafter provided information to the Receiver about the Trust and the financial status of its beneficiaries. On December 17, 2013, the Receiver entered into a Settlement Agreement and Release with the Condies (including Rick and David Condie), subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against them based on demonstrated financial hardship and circumstances. Under the Agreement, two of the Trust beneficiaries agreed to pay and have paid a total of \$5,000.00 to the Receivership Estate.<sup>27</sup>

q. J. York: On June 19, 2013, the Receiver filed suit against James York ("J. York"), alleging that J. York was a NNU investor who received a total of \$41,019.17 in excess of his principal investment with NNU. J. York thereafter provided verified financial information

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<sup>26</sup> Receiver Declaration ¶ 20.

<sup>27</sup> Receiver Declaration ¶ 21.

to the Receiver and, based thereon, on December 23, 2013, the Receiver entered into a Settlement Agreement and Release with J. York, subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against him based on demonstrated financial hardship and circumstances. Under the Agreement, J. York has agreed to pay \$26,193.17 to the Receivership Estate. Half of the settlement amount was due on December 31, 2013, with the balance due by December 31, 2014.<sup>28</sup>

r. Lincoln Palmer: After investigation, the Receiver made demand on Lincoln Palmer ("L. Palmer"), alleging L. Palmer received \$100,108.01 in loans from the Receivership Estate, which had not been repaid. L. Palmer thereafter provided verified financial information to the Receiver and additional information about the monies loaned to him by National Note and the operation of certain real estate developments by National Note and affiliated entities and, based thereon, on or about December 26, 2013, the Receiver entered into a Settlement Agreement and Release with L. Palmer, subject to Court approval, agreeing in part to compromise the Receivership Estate's claim against him based on demonstrated financial hardship and circumstances. Under the Agreement (i) L. Palmer will pay a total of \$30,000.00 to the Receivership Estate, \$20,000.00 of which was paid on December 31, 2013 and the remainder will be paid by December 31, 2014, and (ii) L. Palmer has agreed to provide information and assistance to the Receiver when requested.<sup>29</sup>

### **III.**

#### **APPLICABLE LAW AND ANALYSIS**

6. The Receiver requests that the Court approve the above-described Settlement

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<sup>28</sup> Receiver Declaration ¶ 22.

<sup>29</sup> Receiver Declaration ¶ 23.

Agreements. In support hereof, the Receiver provides the following analysis.

7. Courts recognize that a “receiver has the power, when so authorized by the court, to compromise claims either for or against the receivership and whether in suit or not in suit.”<sup>30</sup>

8. “In determining whether to approve a proposed settlement, the cardinal rule is that the District Court must find that the settlement is fair, adequate and reasonable and is not the product of collusion between the parties.”<sup>31</sup> The Court in *Jones* explained:

In assessing whether the settlement is fair, reasonable and adequate the trial court should consider: (1) whether the proposed settlement was fairly and honestly negotiated; (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt; (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and (4) the judgment of the parties that the settlement is fair and reasonable.<sup>32</sup>

9. Here, each of the Settlement Agreements and Release is “fair, reasonable and adequate” for at least the following reasons: (a) they were fairly and honestly negotiated at arm’s length and in good faith by the parties; (b) the value of an immediate recovery outweighs the mere possibility of future relief after potentially protracted and expensive litigation; and (c) the terms of the respective proposed settlements are fair and reasonable. Furthermore, while the Receiver is confident of his right to recover on the claims at issue and there may be no doubt as to the ultimate outcome of the litigation, risks associated with litigation are inherent and those risks, together with potential collection risks and the costs associated therewith, make the

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<sup>30</sup> *Sec. & Exch. Comm’n v. Credit Bankcorp, Ltd.*, No. 99 CIV. 11395, 2001 WL 1658200, at \*2 (S.D.N.Y. Dec. 27, 2001) (quoting 3 Ralph Ewing Clark, *A Treatise on the Law and Practice of Receivers*, § 770 (3d Ed. 1959)).

<sup>31</sup> *Cotton v. Hinton*, 559 F.2d 1326, 1330 (5th Cir. 1977); *see also Jones v. Nuclear Pharmacy, Inc.*, 741 F.2d 322, 324 (10th Cir. 1984).

<sup>32</sup> *Jones*, 741 F.2d at 324.

proposed settlements fair, adequate and reasonable.<sup>33</sup>

10. The Receiver, in an exercise of his business judgment, has determined that each of the Settlement and Agreements and Releases is in the best interest of the Receivership Estate taking into account the information that he has been provided related to each of the Defendants and the facts surrounding their transactions with NNU and/or their ability to pay a potential judgment, potential claims that may exist against the Receivership Estate, and/or the inherent costs and delay associated with litigation.<sup>34</sup>

11. Together, these Settlement Agreements and Releases will result in the payment of more than \$200,000.00 to the Receivership Estate.<sup>35</sup>

12. Each of the Settlement Agreements and Releases was negotiated fairly and honestly, and is the result of an arm's length transaction. There has been no collusion between the parties.<sup>36</sup>

13. In light of these factors, the Receiver believes these settlement agreements are just and fair and should be approved.<sup>37</sup>

### **CONCLUSION**

Accordingly, for the reasons set forth herein, the Receiver requests that the Court enter the proposed Order attached hereto as **Exhibit A**, approving the Settlement Agreements and Releases described above.

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<sup>33</sup> Receiver Declaration ¶ 24.

<sup>34</sup> Receiver Declaration ¶ 25.

<sup>35</sup> Receiver Declaration ¶ 26.

<sup>36</sup> Receiver Declaration ¶ 27.

<sup>37</sup> Receiver Declaration ¶ 28.

DATED this 3rd day of January, 2014.

**DORSEY & WHITNEY LLP**

          /s/ Peggy Hunt          

Peggy Hunt

Chris Martinez

Jeffrey M. Armington

*Attorneys for Receiver*

**CERTIFICATE OF SERVICE**

IT IS HEREBY CERTIFIED that service of the above **RECEIVER'S SIXTH MOTION AND MEMORANDUM IN SUPPORT REQUESTING ORDER APPROVING SETTLEMENT AGREEMENTS (RAY AND JUDY MACCORD; SCOTT T. YOUNG; ORTHOPEDIC SURGICAL ASSOCIATES PROFIT SHARING, DON AND PATRICIA HUENE AND TD FAMILY TRUST; MANOHACK M. KEETON; JUDITH M. HANSEN AND THE JUDITH M. HANSEN REVOCABLE LIVING TRUST; CAMI CUSHING; KENNETH AND VIVIAN FORD AND THE 1996 FORD FAMILY TRUST; CHRISTINE WELLS; BERNARD HEISHMAN, ADELE HEISHMAN, SNOWIND SPORTS INC. RETIREMENT TRUST, EDYTHE HEISHMAN, AND HEISHMAN FAMILY TRUST; JOHN G. YOUNG; VALERIE BILLS; SCOTT AND JOYCE EVANS; DEBORAH AND DALE WEST AND THE DEBORAH L. WEST FAMILY TRUST; BRIAN YORK; ROBERT THOMPSON AND THE ESTATE OF TERRY THOMPSON; LEE AND CAROLE CONDIE FAMILY TRUST, JIM CONDIE, MIKE CONDIE, DAVID CONDIE, AND RICK CONDIE; JAMES YORK; AND LINCOLN PALMER)** (the "Motion") was filed with the Court on this 3rd day of January, 2014, and served via ECF on all parties who have requested notice in this case.

/s/ Jeffrey M. Armington

Furthermore, I certify that on the 3rd day of January 2014, the Motion was served on the following parties by electronic mail:

Scott T. Young  
[Airon@qwestoffice.net](mailto:Airon@qwestoffice.net)

Manohack M. Keeton  
[manniekeeton@yahoo.com](mailto:manniekeeton@yahoo.com)

Cami Cushing  
[Cami2c@yahoo.com](mailto:Cami2c@yahoo.com)

Christine Wells  
[cwells@renown.org](mailto:cwells@renown.org)

Bernard Heishman, Adele Heishman, Snowind Sports, Edythe Heishman, Heishman Family Trust  
c/o Thomas C. Bradley, Esq.  
Sinai, Schroeder, Mooney, Boetsch, Bradley  
448 Hill Street  
Reno, NV 89501  
[tom@stockmarketattorney.com](mailto:tom@stockmarketattorney.com)

John G. Young  
[Youngjc01@gmail.com](mailto:Youngjc01@gmail.com)



Valerie Bills  
c/o Douglas Wawrzynski, Esq.  
10 West Broadway, Suite 605  
Salt Lake City, UT 84101  
[douglas@bwlawpllc.com](mailto:douglas@bwlawpllc.com)

Scott and Joyce Evans  
[cpaevans@ix.netcom.com](mailto:cpaevans@ix.netcom.com)

Dale and Deborah West  
[dale@westaccounting.com](mailto:dale@westaccounting.com)

Brian York  
[Brinny001@gmail.com](mailto:Brinny001@gmail.com)

Robert Thompson  
c/o Chris Schmutz, Esq.  
Schmutz & Mohlman, LLC  
533 West 2600 South, Suite 200  
Bountiful, UT 84010  
[Chrisschmutz.pc@gmail.com](mailto:Chrisschmutz.pc@gmail.com)

Jim Condie  
[condieji@gmail.com](mailto:condieji@gmail.com)

Rick Condie  
[rick@condie.org](mailto:rick@condie.org)

James York  
c/o Sherri A. Murgallis, Esq.  
945 Front Street  
Louisville, CO 80027  
[smurgallis@murgallislaw.com](mailto:smurgallis@murgallislaw.com)

Lincoln Palmer  
c/o Barry C. Toone  
Miller Guymon, PC  
165 South Regent Street  
Salt Lake City, UT 84111  
[toone@millerguymon.com](mailto:toone@millerguymon.com)

/s/ Jeffrey M. Armington

Furthermore, I certify that on the 3rd day of January, 2014, the Motion was served on the following parties by U.S. mail postage prepaid:

Ray and Judy MacCord  
c/o Karla K. Butko, Ltd.  
PO Box 1249  
Verdi, NV 89439

Judith M. Hansen  
73905 Elizabeth Drive  
Thousand Palms, CA 92276

Kenneth & Vivian Ford  
3300 East Broadway Road, #189  
Mesa, AZ 85204

David Condie  
1937 E. Spring Creek Road  
Gainesville, TX 76240

Michael Condie  
PO Box 3152  
West Wendover, UT 89883

Orthopedic Surgical, Don Huene, Patricia Huene, TD Family Trust  
c/o David Grundy  
105 Mary Street  
Reno, NV 89509

/s/ Jeffrey M. Armington