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2013 JAN 17 PM 1:41

FOURTH DISTRICT COURT  
PROVO

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IN THE FOURTH JUDICIAL DISTRICT COURT, UTAH COUNTY  
STATE OF UTAH, PROVO DEPARTMENT

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STATE OF UTAH,

Plaintiff,

vs.

STEVEN CLARKSON TURLEY  
DOB: 07/24/1968,

Defendant.

**MOTION TO COMPEL DISCOVERY,  
OR IN THE ALTERNATIVE,  
MOTION TO DISMISS**

Case No. 111402028

Judge Lynn W. Davis

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Steven Clarkson Turley (“Mr. Turley”), through counsel, hereby moves this Court, and pursuant to the dictates of *Kyles v. Whitley*, 115 S.Ct. 1555 (1995), *Brady v. Maryland*, 373 U.S. 83 (1963), *United States v. Agurs*, 427 U.S. 971 (1976). *United States v. Bagley*, 473 U.S. 667 (1985), *Giglio v. United States*, 405 U.S. 150 (1972), *State v. Knight*, 734 P.2d 913 (Utah 1987) and Utah Rule of Criminal Procedure 16(b), for an Order requiring the government to produce certain evidence in order for the defense to adequately prepare its case. Mr. Turley has previously moved this Court for such discovery on a number of occasions over approximately the last year. Alternatively, given the government’s continued blatant disregard of its affirmative

discovery obligations under the Utah Rules of Criminal Procedure as well as the Utah and United States Constitutions, Mr. Turley requests that the Court dismiss all charges with prejudice.

### **BACKGROUND**<sup>1</sup>

In 2003, Mr. Turley—a longtime Provo resident, local businessman and political neophyte— was elected to a position on the Provo City Council. In the process, Mr. Turley upset Stan Lockhart—a government lobbyist who, unlike Mr. Turley, had several significant ties to longstanding political figures in Utah County—to gain his seat on the Council. Over the next few years, Mr. Turley would prove to be frequently at political odds with many of his colleagues—and sometime rivals—on the City Council, including Cindy Richards—another longtime Provo resident whose agenda and political philosophy differed sharply from Mr. Turley’s.

By 2007, Mr. Turley had created a bona fide rival in Cindy Richards on the Council, with the two constantly taking seats on opposite sides of any given issue. Given that history, when Mr. Turley was successfully re-elected to the Council in 2007, it was no surprise that Richards began an attempt to gather support for an effort to rid the Provo City Council of Mr. Turley.

In 2009, Mr. Turley fired back at Cindy Richards, her agenda and her political fitness, cooperating with other local political activists to mount a campaign to remove Richards from the City Council through the regular course of the upcoming campaign cycle. The anti-Richards campaign, unofficially dubbed “Stop Cindy,” started in the summer of 2009 with representatives

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<sup>1</sup> The facts surrounding this section are derived from court pleadings, newspaper articles, deposition transcripts, the undersigned’s firsthand knowledge and other sources from the public record. Prior to the instant motion, Mr. Turley has filed four previous requests for discovery. The present Court, not having the benefit of the unusual circumstances in this case, has not intervened in the discovery disputes to this point. However, due to the lack of progress between the parties regarding discovery thus far in this case, Mr. Turley includes this section in order to help the Court in making its ruling. Because of the “Background” section’s limited purpose for this motion, Mr. Turley has not included all direct citations. Those materials are available upon request however.

from the grass-roots movement placing octagon-shaped faux stop signs inscribed with STOPCINDY on them throughout Provo. This groundswell to unseat 3-term incumbent Richards ultimately proved successful as she did not win her re-election bid, losing by almost 7% to a young, relatively inexperienced, newcomer in Sterling Beck. (See:

<http://www.deseretnews.com/article/705341992/Election-2009-Newcomer-scores-decisive-win-over-3-term-councilwoman-in-Provo.html?pg=all> &

<http://new.provo.org/userfiles/downloads/elections/summary2009.pdf>).

Mr. Turley's political maneuverings, and his sometimes plainspoken and frank manner, ultimately proved his undoing with his political enemies. In December 2009, Melanie McCoard—a fierce supporter of Cindy Richards and self-proclaimed opponent of Mr. Turley's political philosophies—hosted a secret meeting at the Provo City Library. The meeting's professed purpose was to gather as much inflammatory information about Mr. Turley as possible, and to use that information in a concerted effort to run him out of office. Those in attendance at the meeting included not only Mr. Turley's political enemies, but also many of those involved in civil legal disputes with Mr. Turley at the time (as well as their attorneys); they had been recruited to attend the meeting by those aligned with McCoard. During the meeting, various accusations were lodged against Mr. Turley and his alleged pattern of unfair practices.

Seizing upon the opportunity, lawyers representing Mr. Turley's civil litigation adversaries took note of the negative comments made about Mr. Turley during the meeting and ultimately attempted to use that information to gain tactical advantages for their respective clients in the civil suits—lack of evidence and substantiation notwithstanding—and began to forward the meeting's disparaging comments onto other potentially interested parties within the

community. The interested civil litigants' attorneys also used the information from the meeting to initiate litigation, as well as to amend their civil complaints and related court pleadings.

A few months later, in March 2010, some of those same opponents from the Citizen's Group called another clandestine meeting where they could similarly rail against Mr. Turley and coordinate efforts to punish him politically, with civil litigation, but added the possibility of creating a criminal prosecution. In the second meeting, the stakes were raised as Randy Wright and Heidi Toth an editor and writer, respectively, from the local newspaper, the Provo Daily Herald, were invited to attend, along with a private investigator, John Hansen. According to Melanie McCoard, those in attendance also included Senator Curt Bramble, Stan Lockhart, Randall Spencer, Esq., Tyler Young, Esq., Tom Seiler, Esq., David Knecht—all political or legal foes of Mr. Turley. They were given more specific assignments such as unearthing any and all of Mr. Turley's skeletons in order to use them against him for political or legal advantage. To that end, John Hanson, a local unlicensed private investigator in attendance hired by the adversarial attorneys, was instructed to obtain "evidence" of Mr. Turley's purported misdeeds—including evidence in support of spurious allegations that Mr. Turley had routinely forged documents in his business dealings, and that he had surreptitiously inserted fraudulent documents into numerous contracts in order to gain an unfair advantage in the transactions. After tracking down this evidence and discussing his findings with the group—his client—Hanson was to disclose his findings to law enforcement.

A few weeks later, Hanson produced a one-sided investigative report to the group which was then forwarded onto law enforcement officials. Around that same time, from June 27 to July

1, 2010, the Provo Daily Herald published an equally one-sided story which largely tracked the allegations described by Mr. Turley's opponents at the various meetings.

On July 6, 2010, in the face of these allegations, Mr. Turley sent a letter to then-Utah Attorney General Mark Shurtleff requesting that the state's top law enforcement official investigate Mr. Turley, and that any such investigation would only serve to clear his name from the spurious and unfounded accusations swirling around him. After reviewing the case, presumably including the information gathered by Mr. Turley's political opponents, representatives from the Attorney General's Office indicated to the undersigned counsel that they had no intention to pursue a criminal prosecution against Mr. Turley based upon the information presented. To date, no case—civil or criminal—has been filed against Mr. Turley by the Utah Attorney General's Office.

With the Attorney General passing on the case, a criminal investigator from the Utah County Attorney's Office, Richard Hales—a retired officer from the Spanish Fork Police Department with little background in “white collar” or financial investigations over the course of his law enforcement career—was assigned to lead the investigation of Mr. Turley's activities on behalf of the County Attorney. Following the leads provided to him from Mr. Turley's political foes described above, as well as those from Mr. Turley's civil legal adversaries and their counsel, and based upon the media's widespread interest in creating a political controversy, Hales began his investigation. Lawyers involved in the parallel civil proceedings, such as Randy Spencer—as well as political opponents—have since indicated that they have had multiple discussions with Hales concerning a potential criminal case against Mr. Turley, as well having numerous conversations about the possibility of a case with others from the Utah County Attorney's Office.

Hales immediately began contacting those who might have an axe to grind with Mr. Turley, recruiting their assistance as “victims” of Mr. Turley’s conduct in a potential criminal case. At the outset of Hales’ investigation to the defense’s knowledge, not one of these alleged “victims” had reported any of their interactions with Mr. Turley to law enforcement authorities as criminal acts or considered themselves “victims” of a crime even though many months and years had passed since those interactions had taken place. In Hales’ ensuing conversations with these recruited victims, Hales went to great lengths to help the interviewees understand how bad Hales thought Mr. Turley was, how he had wronged them and others in many similar ways, and how they could benefit from being part of the prosecution team, saying specifically to Glenn Lovelace (one of Mr. Turley’s civil litigation adversaries at the time): “I can assure you that a criminal charge would benefit you.”<sup>2</sup> (See Glenn Lovelace interview dated 12/22/2010.)

As Hales discussed the likelihood of criminal charges being filed against Mr. Turley, as well as the merits of such a case, with these potential government witnesses he opined, “I’m not sure that we can prove criminal, you know, to make the leap over the top,” and “[i]f you took the one incident by itself, even your incident by itself, I think we’d have a hard time pushing it over the top to a criminal charge . . . but if you take this one and this one and this one and this one [referring to the multiple “victims” interactions with Mr. Turley],” it might be sufficient to string together a criminal charge.<sup>3</sup> (See Deanna Thorn interview dated 09/09/2010.) He also counseled: “[I]t benefits everybody for, for a criminal charge. Now . . . by taking just one specific piece of the five [civil litigation disputes] and just deal[ing] with that [claim]

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<sup>2</sup> This statement is taken from an audio recording of an interview between Richard Hales and Glenn Lovelace on 12/22/2010, a copy of the transcript from the recording is attached hereto as Exhibit “A.”

<sup>3</sup> These statements are taken from an audio recording of an interview between Richard Hales and Deanna Thorn on 09/09/2010, a copy of a transcript from the recording is attached hereto as “Exhibit B.”

individually, you probably can't get over the hump because I have such a high [criminal] standard, but if I started to add things to it, that's what helps. It's called a pattern of unlawful activity." (See Glenn Lovelace interview.) As he tried to convince these witnesses that a number of charges against Mr. Turley would benefit everyone, Hales even directly referred to the Citizen's Group's strategy and influence in the case: "That's [combining multiple incidents against Mr. Turley] what Melanie McCoard has been trying to do forever." (See Deanna Thorn interview.)

Hearing whisperings of the County Attorney's ongoing investigation in late-2010 and into early-2011, Mr. Turley, through the undersigned, contacted deputy prosecutors from the County Attorney's Office and requested a meeting where Mr. Turley and counsel could sit down with the government and openly discuss the case in order to hopefully clear up the confusion created by the Citizens Group's gossip and from the highly-motivated adversarial attorneys, and to potentially get the truth out.

The prosecutors agreed to such a meeting in March 2011. The meeting was held in a conference room at the County Attorney's Office in Provo. Initially, Mr. Turley and his attorneys (including the undersigned and his civil attorney Craig Carlile) responded to various questions posed by investigators, including inquiries from Hales. During the interview, Hales used a portable recording device into which he spoke at the commencement of the interview—signaling that the conversation was being contemporaneously recorded.<sup>4</sup> After some time, the parties took a 15-minute intermission, with investigators leaving Mr. Turley alone in the

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<sup>4</sup> Hales' use of the recording device was consistent with an agreement reached between the Utah County Attorney's Office and Mr. Turley, that Mr. Turley's responses to questions would be recorded. Representatives from the County Attorney's Office stipulated, however, that they would not be able to use any of Mr. Turley's responses as evidence against him. Further, Mr. Turley did not waive any attorney-client privileged communications between him and his counsel in the agreement.

conference room with his attorneys. While Hales left the interview room, his portable recording device remained. Not wanting his confidential attorney-client communications with the client to be compromised, the undersigned quickly grabbed the recorder and switched it to its off position. With the recorder safely off, the undersigned and Mr. Carlile (Mr. Turley's civil attorney), then engaged in confidential and privileged communications with their client, Mr. Turley. A while later, Hales returned to the room taking his seat back at the table. As Hales settled into his seat, the undersigned and Mr. Carlile informed Hales about turning off his recording device and that he had likely inadvertently left the device in the room, and that it would need to be turned back on when the interview resumed. Un-phased, Hales confidently replied that he was not concerned in the least about the hand-held recorder as other law enforcement officials—including Chad Grunander, the deputy county attorney assigned to the investigation—were stationed in an adjacent room, and that they were watching everything—via closed circuit television feed—as it occurred in the interview room, including the privileged communications between the undersigned and Mr. Turley. When the undersigned, Mr. Carlile and Mr. Turley vehemently objected to such unethical conduct and the interception of protected attorney-client communications, a concept generally regarded as sacrosanct under the law, representatives from the County Attorney's Office, Jeff Buhman and Chad Grunander initially dismissed the significance of the unethical recording and its surreptitious nature but finally agreed to destroy the contents of the videotape containing the privileged communications. The fact that those in the secret observation room heard the attorney-client privileged communications in real-time could not be remedied by simply destroying the CD which supposedly contained the privileged communications.



In the aftermath of Mr. Turley's debrief—largely unproductive in the end and mostly marred by the videotaping controversy—representatives from the County Attorney's Office informed the undersigned that they intended on charging Mr. Turley with various violations of state criminal law, and that the charges would focus on, among other things, forgery and Mr. Turley's use of his position in a public office for his personal gain. In subsequent communications with the defense in July 2011, representatives from the County Attorney's Office indicated that a nine-count criminal Information against Mr. Turley was forthcoming and forwarded a copy of the nine-count Information.

Shortly after this notice to the defense regarding the Information, the State forwarded a copy of the amended Information it intended to file against Mr. Turley. The new Information now contained 10 counts instead of nine. In response, the undersigned and Mr. Carlile requested a meeting with the County Attorney's Office regarding the updated proposed Information. Thereafter a meeting was held with Mr. Turley's counsel—the undersigned and Mr. Carlile—and deputy county prosecutors, Marianne O'Bryant and Chad Grunander. In that meeting, prosecutors explained that one of the victims in the case, Mr. Theodore Taylor, had been initially reluctant to be considered a "vulnerable adult," for purposes of the case, but was eventually persuaded to act as one and, as such, Count VI was ultimately included where Mr. Turley was accused of taking advantage of Taylor—the now vulnerable adult.

In support of the filed Information, Hales submitted a Statement of Probable Cause consisting of just nine short paragraphs. The Information contained no counts alleging forgery nor did it include any charges related to Mr. Turley's use of his position as a public officer for his personal gain. Instead, the Information, speaking in an overly-conclusory fashion, broadly

alleged various counts against Mr. Turley based on his conduct with his civil litigation opponents: Deanna Thorn, Theodore and Ryan Taylor, Trudy and Rory Childs, Glenn and Amber Lovelace as well as Craig and Jamie Malloy. The parallel civil proceedings involving those same parties—with nearly identical allegations, to the extent that the allegations are discernible in Hales’ cryptic probable cause statement—are currently pending in this district court in various stages of civil litigation or have been resolved.

The County Attorney’s Office, having had extensive communications with members of the Citizen’s Group, lawyers from the civil cases and in the face of Hales’ stating that he possessed insufficient evidence to bring the individual counts on their own, filed roughly two counts for each of the civil adversaries respective suits—alleging identical or similar conduct as the civil litigants—and one catchall count alleging a pattern of unlawful activity—fulfilling Hales’ plan to bring a number of counts together in hopes of overcoming the individual counts’ evidentiary deficiencies. However, many of those plaintiffs, the putative and recruited “victims” here, have not even presented sufficient evidence in prosecuting their respective civil cases to warrant trial—with many of their fraud claims being dismissed by judges in this district court as a matter of law or based on lack of evidence. (*See, e.g.*, Revised Order Granting Summary Judgment Against Deanna Thorn and Dismissal of All Claims, *Western Community Crossroads, L.C. v. United General Title Insurance Company, Empire Land Title Company, Thomas Hare, and Deanna Thorn*, Case No. 090400604, October 25, 2012; Order Denying The Childs’ Motion to Extend Time and Motions to Amend, *Turley v. Childs*, Case No. 090402966, October 13, 2012, at pp. 6-9, both orders attached hereto as “Exhibit H.”)

After filing the criminal case, pursuant to a discovery request, the County Attorney's Office provided a large amount of discovery regarding the case to the defense. However, as the undersigned began to review the discovery in order to defend the case, it became apparent that significant portions of evidence had either been inadvertently withheld from the production, or were purposely not disclosed to the defense for some reason.

To that end, the defense filed a number of motions not only for discovery on certain issues, but also requested that the government find certain exculpatory evidence that was repeatedly referenced (but not provided) in the interviews and documents that the State did provide. Notwithstanding the complex web of political uproar, multiple biased parties with an overriding interest in the outcome of this case and the compromised evidence, the State largely gave Mr. Turley's discovery arguments short shrift, quickly responding either that it had already provided everything in its possession, that the evidence Mr. Turley requested did not exist, or that Mr. Turley was not entitled to such evidence.<sup>5</sup> In fact, on a number of occasions, the State defended that communications between its investigators and the civil attorneys, as well as to others including Mr. Turley's political adversaries, represented "work product" and was therefore not discoverable by Mr. Turley. That pushback notwithstanding, and after the Utah County Attorney's Office had twice represented to the Court that full discovery had been provided, the government simultaneously provided an additional 1,336 pages of documents and 2 hours and 28 minutes of previously undisclosed recorded interviews in response to defense

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<sup>5</sup> As Mr. Turley, through counsel, continued to make discovery requests—both in writing and in open court—asking for specific and exculpatory evidence, counsel for the government became increasingly incensed. In fact, after one such request in 2012, Ms. Marianne O'Bryant, one of the prosecutors assigned to the case, fired off an acrimonious and vitriolic letter to both the undersigned and to the Court in response to the continued discovery requests. In response, the undersigned replied with a letter to Ms. O'Bryant where he expressed a desire to work in good faith to resolve the discovery issues. The undersigned's letter, which again informed the State of its continuing duty to provide exculpatory evidence, has been included as an attachment to this motion as Exhibit "C."

requests for production.<sup>6</sup> Given the history involved with Mr. Turley's case (as generally described above), and the number of potentially biased parties who have undoubtedly exercised undue influence upon the Utah County Attorney's Office in its investigation and prosecution of this case, there exists additional relevant and exculpatory evidence which has yet to be produced to the defense in this case.

The tortured history of this case along with the Utah County Attorney Office's investigation, charging decisions and discovery responses reveal a troubling pattern. At the outset, the County Attorney's Office appears to have ignored the fact that its own investigator even acknowledged that while there was insufficient evidence to bring individual claims (or criminal counts), that perhaps bringing a number of insufficient claims could constitute a valid claim using a "pattern of criminal activity" charge. Further ignored is the fact that the effort to get the County Attorney's Office to bring charges was led by two groups in close communication with the County Attorney's Office: Mr. Turley's political adversaries and the lawyers involved in the civil cases against Mr. Turley. Combining these facts with the conduct of the County Attorney's Office relative to Mr. Turley's specific discovery requests, it appears that a win-at-all-costs culture on the part of the government has prevailed in this case. This is bolstered by the government's efforts in the discovery process to refuse Mr. Turley access to vital evidence as well as its refusal to acknowledge its ongoing responsibility to affirmatively obtain and provide exculpatory evidence to the accused.

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<sup>6</sup> Notwithstanding this production, the Utah County Attorney's continued to refuse to turn over communications, interview reports, recordings, or notes of meetings with key individuals such as the civil attorneys, such as Randy Spencer and with Mr. Turley's political adversaries such as with the Citizen's Group, the mayor, or witnesses with exculpatory evidence, such as Shannon Wilde. (*See, e.g.*, Wilde Affidavit, attached as Exhibit F.)

A two-day preliminary hearing is currently set for January 31 and February 1, 2013 before this Court. At the time of this writing, the government has failed to comply with a number of Mr. Turley's outstanding discovery requests as well as its affirmative discovery obligations. Therefore, Mr. Turley now moves the Court for an order compelling the government to provide Mr. Turley with the evidence described more fully below. In the alternative, given the State's conduct to date and its refusal to provide key evidence based upon inappropriate assertions of privilege and other excuses, Mr. Turley requests that the case be dismissed with prejudice.

#### **REQUESTS FOR PRODUCTION**

Aside from the specific requests below, Mr. Turley renews his previous discovery requests which have not yet been provided by the State. By filing this more specific motion to compel, Mr. Turley in no way waives his previous discovery requests and moves the Court for an order compelling any and all previous requests as well as the specific relief requested below.

#### **DEFENSE REQUEST #1**

On June 18, 2012, the Utah County Attorney sent a subpoena duces tecum to Brigham Young University's Dean of Students, commanding that the university produce "[t]he contents of the Honor Code Office's investigation into [Mr. Turley] including, but not limited to, investigative reports, supporting documents, recordings, interviews, and notes made in the course of the investigation resulting in [Mr. Turley's] suspension from the University; to include, any report written or supported by Vernon Heperi, Dean of Students for Brigham Young University." The university was given a deadline of July 29, 2012 to comply with the subpoena. ("BYU Subpoena," attached hereto as "Exhibit D.")

A couple of weeks later, on July 9, 2012, the undersigned received a carbon copy of the following email exchange:

Sargent Hales,

We would like to finalize the arrangements for responding to your subpoena. Dean Heperi is available this Friday morning, July 13, 2012, to come to your offices and respond to questions on the Steve Turley matter. As requested in the subpoena, we will bring copies of documents that were relevant to Dean Heperi's interactions with and decisions regarding Mr. Turley. Please let us know if Friday morning will still work for you and send us specific instructions regarding timing and place.

Regards,  
Stephen Craig  
University Counsel  
Brigham Young University

(Email from Stephen Craig to Richard Hales, 07/09/12, attached hereto as Exhibit "E.") To date, Mr. Turley has not received any records or discovery related to Brigham Young University's production of documents to the County Attorney's Office or regarding any discussions or interviews between Hales and Dean Heperi. Before a court hearing with Judge Steven Hansen on August 28, 2012, the undersigned verbally requested that the government produce all materials related to the Brigham Young University subpoena described above. Marianne O'Bryant, one of the prosecutors previously assigned to this case, responded that the materials would be produced shortly thereafter. To date, nothing has been received by the defense since the request. Mr. Turley again requests any and all audio recordings, statements, notes, summaries and other documents related to the Brigham Young University Honor Code Office's investigation of Mr. Turley.

## **DEFENSE REQUEST #2**

Through an independent investigation, not undertaken by the County Attorney, Mr. Turley has learned that Hales has routinely communicated with Mr. Turley's political opponents and lawyers representing those involved in civil litigation with Mr. Turley. By way of example, through its independent investigation, the defense has uncovered an email exchange between Hales and Richards with Hales using his personal "G-mail" email account instead of his government email account. None of these personal emails have been provided to the defense despite numerous requests for production. In this particular email exchange, Cindy Richards provides information relevant to Hales' investigation, but also reveals information that is exculpatory and confirms Mr. Turley's theory that his political enemies influenced the County Attorney's Office to bring criminal charges. In the email, Richards references the fact that she had been previously interviewed by Hales. To date, no reports, recordings or any other evidence related to Hales' interviews with Cindy Richards have been provided to the defense. In fact, in response to Mr. Turley's supplemental request for discovery on December 9, 2011, the State represented that it had "previously provided all such information in its custody and control." (Gov't Resp. to Def. Supp. Disc. Req., 01/31/2012, ¶ 59.) Richards' statements in her email to Hales differ sharply from the State's representations to the Court however and show a troubling pattern that continues to repeat itself in this case. Mr. Turley therefore requests any and all records, writings, reports or other evidence from interviews with Richards.

Also, given Hales' numerous statements to "potential victims" in this case about the lack of evidence against Mr. Turley, and the difficulty the State will encounter in attempting to make

a criminal case, Mr. Turley submits that similar strategic discussions have also occurred with other political opponents—such as Cindy Richards and Melanie McCoard.

Further, considering the fact that Hales had had personal communications with at least one potential witness through his personal email account, Mr. Turley moves this Court for an order compelling any and all email communications—both official and personal—sent and received during the course of this investigation between Hales and Cindy Richards, Melanie McCoard, and any other interested parties, political opponents, as well as any and all communications between Hales and Mr. Turley’s civil litigation opponents, and their respective counsel.

To that same end, Mr. Turley additionally specifically requests all communications, in writing or otherwise, between the aforementioned parties and Hales, where Hales expressed concern about the State’s ability to bring criminal charges based on a lack of evidence and any discussions between the parties about the mutual benefits of bringing a criminal case against Mr. Turley.

The State has refused to turn over such information for various reasons, including inappropriately claiming a work-product privilege. However, such communications and ruminations between Hales and these biased witnesses do not, in any conceivable way, constitute the State’s attorney work-product. Instead, these relationships show an overall pattern of bias which eventually influenced Hales’ decision to refer the matter for criminal charges, the basis behind the Utah County Attorney’s Office’s decision to pursue charges, and are directly relevant to mounting a defense in this case.



### **DEFENSE REQUEST #3**

Randall Spencer, an attorney representing Trudy Childs in her civil case against Mr. Turley, as well as potentially other attorneys, including Tom Siler, Esq., Tyler Young, Esq., Richard Hill, Esq. and Curtis Hussey, Esq. had multiple discussions with representatives from the Utah County Attorney's Office in relation to this case. Mr. Spencer has acknowledged those communications to the undersigned and confirmed that he has not been engaged in any capacity by the County Attorney's Office that would trigger any protection of those communications under a work-product theory. Further, Hales, in his affidavit in support of an investigative subpoena, indicated having received emails from Randy Spencer. To date, no emails between Hales and Spencer, or any other like individuals, has been provided to the defense.

The defense therefore again requests any and all evidence related to communications relative to this case between the County Attorney's Office and lawyers representing Mr. Turley's civil litigation opponents, including, but not limited to, communications, reports, recordings and writings related to such interactions.

### **DEFENSE REQUEST #4**

Based on Hales' widespread participation in this investigation—and the likelihood of him appearing as a government witness at the upcoming preliminary hearing—Mr. Turley hereby requests that independent attorneys not related to this case from the State examine Hales' current personnel files or any other files within its custody, care or control, or which could be obtained by the government—including files from outside police agencies. Upon its examination of Hales' file, Mr. Turley requests that the government disclose any prior evidence of Hales' dishonesty, resultant disciplinary actions, like misconduct, any other material relevant to

impeachment, or any information from Hales' personnel files which tends to exculpate Mr. Turley in any way in this case. *See Giglio v. United States*, 405 U.S. 150 (1972), *United States v. Henthorn*, 931 F.2d 29 (9th Cir. 1991); *United States v. Jennings*, 960 F.2d 1488, 1492 (9th Cir. 1992).

#### **DEFENSE REQUEST #5**

As previously discussed, investigators and prosecutors from the Utah County Attorney's Office knowingly and deliberately intercepted privileged communications during Mr. Turley's interview at the County Attorney's Office in March 2011. After uncovering the deceptive recording, the undersigned demanded that any and all recordings containing privileged communications be destroyed. To date, the defense has never received any records or reports detailing the incident and evincing the destruction of the complete records. Nor has Mr. Turley received any indication that the State has placed a prohibition on its investigators' derivative use of any information revealed during the course of the confidential communications. Mr. Turley again requests any and all evidence related to the government's destruction of those communications including information outlining who was present in the ante-room and who observed the video or heard the audio of the privileged communications. This evidence is not only relevant to the case, but also shows the State's pattern of disregarding Mr. Turley's substantial rights throughout its investigation and prosecution of this case.

Further, based upon the clear violation of Mr. Turley's attorney-client privilege, Mr. Turley requests that this case be dismissed with prejudice.

### **DEFENSE REQUEST #6**

Given the Citizen's Group's involvement in this case and the unique history of the investigation, Mr. Turley also requests that the State obtain and produce all evidence of meetings between those from the County Attorney's Office—including Hales, County Attorney Jeff Buhman and others from the office—and political figures in Utah County. On information and belief, and based on materials obtained from parallel proceedings, Mr. Turley is aware of various meetings between Mr. Buhman and others from the Utah County Attorney's Office with outside political sources, including, but not limited to, a meeting related to the case involving Mr. Buhman and Provo City Mayor, John Curtis. Mr. Turley requests all information related to this meeting, as well as others with political officials in Utah, where this case was discussed, communications otherwise occurred, and or documents related to the case exchanged hands.

Again, given the unique political circumstances that eventually influenced the County Attorney's charging decision in this case, this material is highly relevant to show bias on behalf of the County Attorney's Office, and of the potential witnesses in this case.

### **DEFENSE REQUEST #7**

In an earlier discovery request on December 9, 2012, Mr. Turley requested that the State provide “any and all audio recordings, statements, notes, summaries and documents related to any interview, meeting or phone conversation with Shannon Wilde.” (Def. Supp. Disc. Req., 12/09/12 ¶ 63.) In response, the State indicated, through a written pleading to the Court, that “[t]he State is not aware of this person.” (Gov't Resp. to Def. Supp. Disc. Req., 01/31/12 ¶ 63.) Mr. Turley's independent investigation has since shown serious inaccuracies in the government's response regarding Shannon Wilde. Ms. Wilde was in fact interviewed by Hales in early 2011.

During the interview, for approximately 40 minutes, Hales questioned Ms. Wilde about an inquiry she had made of Mr. Turley in 2005 regarding whether Mr. Turley could build her a home with an accessory apartment in Provo. In response to Hales' question, Ms. Wilde definitively stated that Mr. Turley unequivocally informed her that she could not have such an apartment in the home due to Provo's zoning laws and would not build such a home if requested by Ms. Wilde. Ms. Wilde, a PhD and licensed psychologist, is certain of her interview and recalls having the impression that Hales was taking notes during the interview. After hearing this information explicitly from Mr. Turley, Ms. Wilde eventually elected to not have Mr. Turley build her a home in Provo. (*See* Affidavit of Shannon Wilde, attached hereto as "Exhibit F.")

Ms. Wilde's exculpatory statements are in direct contradiction with the behavior alleged by the government in Counts III and IV of the Information.<sup>7</sup> As troubling as the State's nondisclosure of this directly exculpatory evidence may be, the fact that the State denies having any knowledge of "this person" whatsoever—let alone having interviewed her—in a court pleading may rise to affirmative misconduct on the part of the prosecution team with regards to its duty of candor towards the court. Not to mention the question the conduct raises about whether additional exculpatory evidence exists which has also been affirmatively withheld from the defense because it does not fit neatly within the government's theory of the case.

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<sup>7</sup> While Shannon Wilde is not named as a "victim" in the Information, Hales' Probable Cause Statement in support of the charges does not directly name any "victims" of Mr. Turley's purported misrepresentations regarding the legality of the accessory apartments. In the Probable Cause Statement supporting Count III, Hales states, in relevant part: "[Mr. Turley], who was building two homes for two different victims, ordered cabinets for accessory apartments for each home, knowing that the accessory apartments did not meet the zoning requirements for Provo City, but representing to the victims that the accessory apartments would be acceptable." Ms. Wilde's statements to Hales made contemporaneously to the charge are in direct contravention to this specific allegation, yet they have never been provided to the defense in this case.

In light of the government's egregious conduct with regards to its non-disclosure of Ms. Wilde's information as well as its affirmative denial—or at the very least, the County Attorney's Office's limited understanding of the overall investigation of the case despite their filing of criminal charges—about even knowing Ms. Wilde, Mr. Turley renews his request that the government provide all recordings, documents, statements, agents' reports or notes, and tangible evidence favorable to Mr. Turley on the issue of guilt and/or which affect the credibility of the government's case. Impeachment as well as exculpatory evidence falls within Brady's definition of evidence favorable to the accused. See *United States v. Bagley*, 473 U.S. 667 (1985); *United States v. Agurs*, 427 U.S. 97 (1976). This failure to include Ms. Wilde's testimony can hardly be dismissed as an innocent mistake due to a lack of communication between the prosecutors and investigators in the County Attorney's Office. Ms. Wilde's statements go directly to the conduct alleged in Counts III and IV and reveal Mr. Turley specifically advising clients that accessory apartments were not permitted in Provo, and that he would not build a home for a client which violated the city's ordinances. It is hard to fathom that the government could now claim it has never been made aware of this witness—a witness with statements which would undoubtedly damage its theory of the case—during the course of its investigation.

Alternatively, given the State's refusal to comply with its Constitutional and statutory discovery obligations and turn over discovery related to Ms. Wilde, Mr. Turley requests that the case be dismissed with prejudice based on this misconduct.

#### **DEFENSE REQUEST #8**

Mr. Turley requests any evidence that any prospective government witness or alleged victim has engaged in any criminal act, whether or not resulting in a conviction, and whether any

witness has made a statement favorable to Mr. Turley. *See* Utah R. Evid. 608, 609 and 613. Such evidence is discoverable under *Brady*, 373 U.S. at 83. *See United States v. Strifler*, 851 F.2d 1197 (9th Cir. 1988) (witness' prior record), *Thomas v. United States*, 343 F.2d 49 (9th Cir. 1965) (evidence that detracts from a witness' credibility).

In this case, the defense has learned through its independent investigation—as well as through newspaper reports—that one of the alleged victims here, Deanna Thorn, was recently convicted of Distribution of a Controlled Substance, a Second Degree Felony, and Child Abuse/Intentional Infliction of Serious Physical Injury, a Third Degree Felony, in 2012. In that case, Thorn pled guilty to the two charges as part of a plea deal. At sentencing, the prosecutor from the Utah County Attorney's Office assigned to the case—the same Utah County Attorney's Office relying on Thorn's statements in order to prosecute this case—requested that Thorn serve 90 days of her sentence in custody based on her serious drug problems. The judge there ultimately sentenced Thorn to 90 days' imprisonment, ordering that Thorn serve 30 of those days in the Utah County Jail as part of her sentence. (*See Dckt., State of Utah v. Deanna Thorn*, Case No. 121100558.)

To date, Mr. Turley has not received any evidence from the government regarding this—or any other—case related to Thorn. As such, Mr. Turley again requests all those impeachment materials relating not only to Thorn but also pertaining to any other prospective government witnesses including all notes, summaries, recordings or statements made in plea negotiations or in prosecuting such cases.<sup>8</sup>

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<sup>8</sup> Mr. Turley has also learned that another putative victim in this case, Trudy Childs, has recently pled guilty to a slew (241) of misdemeanor offenses. Consistent with Mr. Turley's request above, he also requests the evidence related to Childs' crimes.

During the plea colloquy in her recent criminal case, Thorn admitted being of sound and discerning mind and to be mentally capable of understanding the proceedings and the consequences of her plea. She admitted being free of any mental disease, defect or impairment that would prevent her from understanding what she was doing or from knowingly, intelligently, and voluntarily entering her plea. (See Deanna Thorn Plea Statement, at pp. 5-6 and attached hereto as “Exhibit G”.) Ironically, the government in this case claims just the opposite in Count VII, saying that Thorn, aged “64-65 years old”<sup>9</sup> and having “both physical and mental impairment” at the time of the allegations, is recognized as a “vulnerable adult” under state law due to her mental instability. However, during the sentencing hearing on Thorn’s latest criminal matter, Timothy Taylor, the deputy county attorney, told a different story there, arguing that Thorn is perfectly capable of taking care of herself and of handling her own affairs and requesting that she serve 90 days in custody for her serious crimes.

Given the serious inconsistencies by the Utah County Attorney’s Office—from case to case—regarding Thorn’s physical and mental stability (as well as Thorn’s own admissions to the district court that she is mentally capable of entering a knowing and voluntary plea), Mr. Turley requests any and all evidence from the government regarding Deanna Thorn and her physical and mental abilities, her conduct during plea negotiations as well as documentation of those negotiations, and any other evidence describing where representatives from the County Attorney’s Office have taken inconsistent or even opposite positions on the issue of Thorn’s vulnerability. Additionally, Mr. Turley requests all evidence relied upon by the Utah County

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<sup>9</sup> In the public record, Thorn’s listed birthdate is 01/08/1944. Given this information combined with the dates alleged in the Count VII of the Information, “On or about July 1, 2007 and June 30, 2008,” the State’s allegations about Thorn’s age—partially determinative of her eligibility for consideration under the vulnerable adult statute—are inaccurate. In truth, during that period, Thorn was 63-64 years old and not an “elder adult” under the vulnerable adult statute. See Utah Code Ann. § 76-5-111.

Attorney's Office to make arguments to the Court at Thorn's sentencing that she is sufficiently mentally stable and competent to be sentenced to 90 days in jail. Such information is relevant to Count VII and directly exculpatory to Mr. Turley's guilt.<sup>10</sup>

Notwithstanding Mr. Turley's discovery request, Mr. Turley alternatively requests, based upon the record established in Thorn's criminal case, that the Court dismiss Count VII given the inconsistent position of the government and the fact that a district court has already determined and accepted the mental stability of Thorn when it sentenced her recently.

#### **DEFENSE REQUEST #9**

In that same vein, the government has also alleged, in Count VI of the Information, that Mr. Turley exploited Theodore Taylor's vulnerability. Mr. Taylor has been the owner and operator of his Carpenter Seed business for nearly 50 years, engaging in numerous transactions related to the business there. In previous discussions with the undersigned and Mr. Carlile during the course of the investigation, attorneys from the government indicated that Mr. Taylor was initially reluctant to be considered a "vulnerable adult" and refused to cooperate in any case where he was labeled as one. Yet the government ultimately somehow prevailed upon Mr. Taylor that he should allow himself to be considered a vulnerable adult and eventually proceeded with Count VI against Mr. Turley. In Count VI, the government alleges that Mr. Taylor was not only a "vulnerable adult," but also that Mr. Turley specifically targeted Taylor's vulnerabilities

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<sup>10</sup> Additionally, in Mr. Turley's related civil case against Deanna Thorn, Judge David N. Mortensen ruled as a matter of law that Thorn received adequate consideration in the transaction at issue and subordinated her interest to the bank's note. Consequently, Judge Mortensen dismissed Thorn's fraud claims against Mr. Turley with prejudice on summary judgment. (See Revised Order Granting Summary Judgment Against Deanna Thorn and Dismissal of All Claims, *Western Community Crossroads, L.C. v. United General Title Insurance Company, Empire Land Title Company, Thomas Hare, and Deanna Thorn*, Case No. 090400604, October 25, 2012, attached hereto as "Exhibit H.") Thorn's dismissed civil fraud claims largely mirror the State's allegations in Count VII of the Information yet no mention has been made of this adverse finding in the State's discovery.



in order to gain an unfair business advantage. In the state's production, no evidence whatsoever relative to this count has been provided to the defense. In order to adequately prepare his defense of Count VI, Mr. Turley requests all evidence pertaining to this allegation, including any evidence that Taylor was initially reluctant to be considered a "vulnerable" adult before being ultimately convinced by the States to play the role.

Alternatively, given the State's failure to produce this supporting evidence to this point—despite numerous motions from the defense, Mr. Turley moves for an order from this Court dismissing Count VI with prejudice.

**DEFENSE REQUEST #10**

As discussed in the "Background" section above, the undersigned participated in discussions with representatives from the Utah Attorney General's Office prior to this case being filed by the Utah County Attorney. Those from the Attorney General's Office assured the undersigned that they did not intend to pursue criminal charges against Mr. Turley based on the allegations they had received. Further, Hales indicated in his request for an investigative subpoena that he spoke to Ken Wallentine from the Attorney General's Office and that they had "no intention of investigating Steven Turley based on newspaper articles in a local paper." (Hales' Affidavit at ¶ 6, relevant part attached hereto as Exhibit "I.")

Thus, Mr. Turley requests any exculpatory evidence that the County Attorney received during its discussions with its various law enforcement partners, including declination decisions from other prosecutorial or investigative agencies and statements related to those declinations as well as whether other law enforcement agencies—consistent with Hales' own statements to

potential witnesses in this case—believed there was insufficient evidence to bring criminal charges against Mr. Turley.

#### **DEFENSE REQUEST #11**

Contrary to the Utah County Attorney’s policy and the public statements of County Attorney Jeff Buhman, “[a]t the conclusion of our investigation, if we intend to file criminal charges, we will likely not release the investigative report until after prosecution is completed,” (Jeff Buhman Letter to Mayor John Curtis, 11/22/2010, attached hereto as Exhibit “J,”) on information and belief, Hales’ investigative reports related to this case have been improperly disseminated to individuals outside of the County Attorney’s Office.

As such, Mr. Turley requests any and all evidence, reports, notes, documents, recordings, and the like related to the dissemination of protected investigative reports to unauthorized persons outside of the County Attorney’ Office—including, but not limited to, disclosure of such materials to Mr. Turley’s political and civil litigation opponents.

#### **DEFENSE REQUEST #12**

Prior to Hales’ investigation, an unlicensed private investigator, John Hanson, hired by the Citizen’s Group or by civil litigation adversaries performed an investigation into the allegations at the behest of his client. Those findings were turned over not only to Mr. Turley’s political and civil litigations opponents, but also to those in law enforcement. In the report itself, Hanson states in a section entitled “Summary” that: “All interviews *were recorded and a copy of the recordings is included* herein.” (J. Hanson Investigative Report at p. 3, relevant part attached hereto as “Exhibit “K,” emphasis added.) Mr. Turley has never been provided with the recordings from John Hanson’s interviews, recordings of witnesses in this case that were

eventually forwarded onto law enforcement for criminal investigative purposes and highly relevant to his defense. Mr. Turley specifically requests that such recordings be provided.

As such, Mr. Turley again hereby requests production of any communications between Mr. John Hanson, the retained unlicensed private investigator mentioned above, and representatives from the County Attorney's Office, any documents and recordings exchanged, or otherwise relied on, between the parties, and any communications between Mr. Hanson, or one of his representatives, with the County Attorney's Office, as well as its law enforcement partners, concerning the investigation of this case.

**DEFENSE REQUEST #13**

In Hales' Probable Cause Statement, and in support of Count III, he alleges that Mr. Turley, "who was building homes for two different victims, ordered cabinets for accessory apartments for each home, knowing that the accessory apartments did not meet the zoning requirements for Provo City." (Information, *State v. Turley*, 07/21/2011, at p. 4.) However, to date, the State has not provided any evidence whatsoever related to Mr. Turley's ordering cabinets in any fashion.

Therefore, Mr. Turley hereby requests any and all evidence, including invoices, order slips, receipts and the like, relative to his supposed ordering of cabinets as alleged in Count III.

**DEFENSE REQUEST #14**

In support of Count IX, Hales alleges that Mr. Turley "presented a copy of [a] check for \$2,645,000 to the victim's attorney in Utah County, which money [Mr. Turley] represented were available to him to enforce a 90 day option to purchase property agreement. [Mr. Turley] did not

have the actual check, nor did the owner of the actual funds intend on allowing [Mr. Turley] to use the money.” (*Id.* at 5.)

On information and belief, and based upon the theories presented in Child’s civil litigation, the individual referenced in Hales’ Statement of Probable Cause is Mr. Wyn Geiser. To date, Mr. Turley has received no evidence from the government supporting the Probable Cause Statement, as drafted by Hales, for Count IX. To the contrary, Mr. Geiser has submitted a declaration stating that “If Trudy J. Childs had accepted the offer, Steve Turley and I could have made arrangements sufficient for me to release the check to Steve for delivery to Trudy J Childs.” (Decl. of Wyn Geiser, attached hereto as “Exhibit L.”)

Mr. Turley therefore requests all evidence related to Mr. Geiser, and his refusal to allow Mr. Turley “to use the money,” as alleged in Count IX. In the alternative, given the contents of the attached declaration, Mr. Turley moves to dismiss Count IX with prejudice.

**DEFENSE REQUEST #15**

In support of Count X, Hales alleges that Mr. Turley made representations related to a reclamation project in Slate Canyon where he stated that “the area would not be used as a gravel pit,” and that he “had no interests in profits” from the project. The Probable Cause Statement specifically states that Mr. Turley “made the same representation [as above] to the Provo City Council.” (Information at p. 5.) Although numerous requests have been made by the defense, Mr. Turley has not, to date, received any evidence whatsoever related to his purported representations to the Provo City Council.

As such, Mr. Turley again requests discovery of all recordings, note, records, recordings, writings, summaries and like, of his representations to the City Council.

## **DEFENSE REQUEST #16**

On information and belief, the State plans on calling various witnesses at the upcoming preliminary hearing on January 31 and February 1, 2013 for whom little or no evidence has been provided to the defense. By way of example, Mr. Richard Hill, an attorney for one of Mr. Turley's civil litigation opponents, has been subpoenaed to testify at the hearing and has been previously interviewed by representatives from the Utah County Attorney's Office on at least one occasion. Yet despite Hill's substantive interactions with the State regarding his testimony in this case, absolutely no evidence—reports or otherwise—has been provided to the defense about Mr. Hill in relation to the substance of his testimony. Mr. Turley therefore requests all reports, writings, correspondence, notes, recordings and other evidence related to all the government's preliminary hearing witnesses. If this evidence is not provided to Mr. Turley within a reasonable timeframe before the witness' testimony at the preliminary hearing, he moves the Court to exclude all such testimony. Repeatedly in its responses to Mr. Turley's discovery requests, the government has refused to turn over recordings, as well as other evidence, derived from contacts with Mr. Turley's political and civil litigation opponents (including their attorneys). For example, in Mr. Hill's case, the defense, through a discovery request, wrote: "Hales states that he met with Richard Hill and Curtis Hussey on June 28, 2011 but there are no audio recordings or notes provided from this meeting. Please provide any and all audio recordings, statements, notes, summaries and documents relating to such interview." (Def. Supp. Disc. Req., 12/09/2011, ¶ 29.) In response, the State claimed: "This information is work product and not subject to discovery." (Gov't Resp. to Def. Supp. Disc. Req., 01/31/12, ¶ 29.) Recordings, notes or summaries from an interview involving a witness and government

investigators does not, in any way, constitute “work product” and must be provided to the defense prior to the witness’ testimony. Mr. Turley therefore renews his request for those materials related to Mr. Hill as well as for similar materials from interviews with Mr. Turley’s political and civil litigation opponents and their attorneys.

Consequently, Mr. Turley also requests that the government provide a witness list—along with the discovery requested above—of all those subpoenaed to testify at the preliminary hearing in order for him to meaningfully prepare for the hearing.

### CONCLUSION

The history of this case has already revealed that the Utah County Attorney’s Office has adopted a “win-at-all-costs” position, even if such a victory means abandoning its discovery obligations, its duty of candor towards the Court and disregarding Mr. Turley’s Constitutional right to due process of law. This is not the proper role of a public prosecutor. As the United States Supreme Court stated:

[A prosecutor] is the representative not of an ordinary party to a controversy, but of a sovereignty whose obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done. As such, he is in a peculiar and very definite sense the servant of the law, the twofold aim of which is that guilt shall not escape nor innocence suffer. He may prosecute with earnestness and vigor—indeed, he should do so. But, while he may strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.

*Berger v. United States*, 295 U.S. 78, 88 (1935).

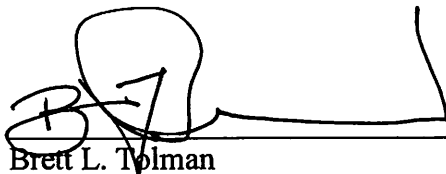
Here, the State has repeatedly ignored and failed to provide vital discovery, including exculpatory evidence, while at the same time its investigator admitted to not having sufficient evidence to bring a criminal case against Mr. Turley as he recruited “victims” to hastily string

their civil grievances against Mr. Turley together in an effort to show an overall pattern of criminality in an otherwise groundless prosecution. This creation of a case only occurred after months and months of pressure on the County Attorney's Office from outside political sources, the civil lawyers engaged in litigation with Mr. Turley, and otherwise biased parties. Their influence has led to the tortured case now before the Court. Complicit with Mr. Turley's political and legal foes, the County Attorney's Office succumbed to political temptation, championing those external causes through an ill-conceived prosecution where the government chooses which rules it will follow and which ones it will not.

Given the State's systemic and deliberate failure to provide discovery in a Constitutionally-mandated manner, the defense moves to compel discovery of all such evidence, or, in the alternative, an order of dismissal of all charges against Mr. Turley with prejudice.

DATED this 17<sup>TH</sup> day of January, 2013.

RAY QUINNEY & NEBEKER P.C.

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

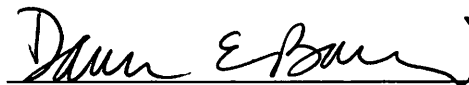
Brett L. Tolman  
Eric G. Benson

*Attorneys for Defendant Steven Clarkson Turley*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 17<sup>TH</sup> day of January, 2013, a true and correct copy of the foregoing **MOTION TO COMPEL DISCOVERY, OR IN THE ALTERNATIVE, MOTION TO DISMISS** was mailed by First Class United States Mail, postage prepaid, to the following:

Jeffrey R. Buhman  
Chad E. Grudander  
Alexander M. Ludlow  
Mariane B. O'Bryant  
Utah County Attorney  
100 East Center Street, Suite 2100  
Provo, UT 84606



\_\_\_\_\_  
Dawn E. Bouvier



EXHIBIT "A"

**GLENN LOVELACE 07-16-10**

Client: Steve Turley  
Client No.: 40821-1  
Audio File: Glenn Lovelace 12 22 10  
Date of Call: 12-22-10  
Participants: Glenn Lovelace  
Unidentified Male

Male: ...I can, uh, refer back to it here.

Lovelace: How about I mention what Steve Cox [inaudible]-

Male: Yeah, let's go [inaudible].

Lovelace: Okay. So Steve Cox was, uh, the foreman. I was always told that was kind of his title on the jobsite.

Male: He-, did he work for Turley?

Lovelace: Yeah.

Male: Okay.

Lovelace: So he kind of coordinated between, uh, Steve Turley and the contractors and subcontractors. He did some of the work himself, too. And, uh, as far as I know, I think he's related to Kylie [phonetic], which is Steve's wife...

Male: Uh-huh.

Lovelace: ...somewhere down the line. I don't know if he's-, and if his wife is her aunt or-, there's a connection there, family-wise.

Male: Okay.

Lovelace: And Steve Cox's role right now is, if you make me, I'll say what my opinion is, but I'd rather stay out of it as far as I can.

Male: Is he still working for Turley?

Lovelace: Oh, no.

Male: Oh.

Lovelace: After this project, they-

Male: Split ways, huh?

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Lovelace: Yeah, I mean, Steve Cox separated himself for whatever reason, whether it was this or a combination of things. I don't know.

Male: What did he say in the recording?

Lovelace: Um, I, uh, I called him initially to kind of try and get an affidavit from him, and in the conversation, basically says, well, I'm not willing to put anything in writing, but I'll come talk to your attorney about-, answer any questions. Well, I say, well, would you respond to an email? And he goes, yeah, of course, you know. So it's kind of funny that he said, well, I won't do anything in writing; I'll respond to an email. And then I said, well, while you respond to the email and if, if you want, then what I'll do is write something up according to that email and have you sign it. Um, it was never notarized, but I'm sure, if needed, we, we could get that far with it. Um, and then I basically said, I don't know if you know what's going on, but, um, Steve Turley's denying that he ever had kitchen plans for these houses and that he even was aware of the kitchens. And Steve Cox laughed and was like, so he's denying that he knew there was a kitchen down there? And he's like, everybody knew it. He's like, you knew there was a kitchen down there, I knew it. He's like, even the City knew it and the inspector knew it, and-

Male: Right.

Lovelace: And so kind of as a sign up to that, the first time I got in trouble, two of the residents, Michael Natter—he owned one residence—and Lenin Natter [phonetic] owned the other one. They, uh, what's it called when you contest something the City's doing?

Male: Grievance.

Lovelace: Yeah.

Male: It's a grievance that they ordinarily-, or they-

Lovelace: So the appeal-

Male: Appeal it.

Lovelace: Appeal it, thank you. So they-, in their appeal, the City-, the City inspector—I have the recording from what the City has on file and, like, a stack of nonsense—um, but the recording—I listened to the whole thing of their little, not really a trial, but their appeal process-

Male: Hearing?

Lovelace: Their hearing, yes. And the City inspector says, well, when asked regard—and it's been a year since I've listed to it—basically, you know, whether there are kitchens down there, and he's like, well, not at the time of inspection; however,

the cabinets were spaced just right. He says, looks like a duck; walks like a duck. And he's like, I warned Mr. Turley that according to current...

Male: Code.

Lovelace: ...zoning and code, you know, this wasn't, you know, gonna be legit. And Turley kind of played, in my opinion, played, played, the lying/the line[?]of the City. As I'm listening, there's gonna be a future craft room and, uh, you know, ordinary entertainment room, whatever they want, and then with us, he's goes, well, yeah, there's a kitchen, there's income[?], which is what we started with. So back to the conversation, Steve Cox says, well, everybody knew that was a kitchen. Um, and we just, we just talked for a while and, uh, later on—it was like a 10-minute conversation—later on, he mentioned-, he's like, well, in fact, I even recall going over there one morning and seeing, uh, Steve Turley and the drywall guy double-drywalling over plumbing and 220 [kV]. And so he's like, for him to say that he had no idea-

Male: Turley himself was down there.

Lovelace: Turley himself was down there. I said, that's on the conversation. There might be some other...

Male: Uh-huh.

Lovelace: ...nuggets there for whoever, but those would be the main things of the conversation.

Male: Well, that's, uh, that's interesting.

Lovelace: Yeah.

Male: What is the status of your lawsuit?

Lovelace: Um, you know, I'm kind of dizzy with it all. I don't know how long we've been going after him. I tried, like, the man-to-man thing for six to nine months. I emailed him and his wife, and his wife kind of said, fortunately or unfortunately, my husband's business, I don't understand all that's going on...

Male: Uh-huh.

Lovelace: ...which-, I don't know. There's more going on there, but, um, so, I mean, I told Tyler and other attorneys we've talked to he's going to be the king of delays. I mean, he's changed attorneys for whatever reason. Um, and so it's just trying to, trying to keep him to any commitment.

Male: [Inaudible.]

Lovelace: It's, it's impossible.

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Male: So what's this-, this drug on for, what, years?

Lovelace: Uh, I can confidently say at least, like, 15 months since we've been paying Tyler.

Male: How are your [inaudible]-, so you've pumped all the money into Tyler.

Lovelace: Yeah. And I thought, um, we could have been done with last summer, as early as, and now it's like, I won't get out. It has another year or two, just to be honest with you.

Male: Uh-huh.

Lovelace: And you know, uh, you know, I'm the type that, you know, I'll get upset and then get over it and just move it on, 'cause it's not worth the stress and the money, even though maybe it will be eventually. And my wife's like, no, this is, like, to prove a point. It's not the money or anything. This has to stop, 'cause, uh, everyone we talk to as far as, um, there was a meeting, like, a year ago October where people from the community had come together and said, well, this is my story, my experience with Steve, my experience, and that's kind of what got the ball rolling.

Male: And then he calls everybody. It's, like, from Brand X to Carpenter [inaudible].

Lovelace: You know, yeah, there were, like, 12 to 15 people. They're all...

Male: [Inaudible.]

Lovelace: ...changing the story, but different stories

Male: Uh-huh.

Lovelace: Um-

Male: Who put that meeting together, do you remember?

Lovelace: Um, I wanna say-, oh, what's her name, Mindy?

Male: Oh yeah, Melanie?

Lovelace: Melanie. Okay.

Male: Actually, I knew that. I knew that.

Lovelace: She's the one that made us aware [inaudible] she was a coordinator or...

Male: Uh-huh.

Lovelace: ...helping out, but she had something to do with it. Um, but everyone looked-, I didn't go to the meeting, but everyone looked at my wife like, you guys have to

do something. If there's anyone out of any of us that can do anything, it's you guys. And so...

Male: I agree.

Lovelace: ...I'm wishy-washy, like, let's keep doing it. Let's not. And my wife's, luckily, been steady on it, so.

Male: That's typical [laughs].

Lovelace: Yeah. Yep, for my household, that's pretty typical.

Male: Yeah, and I [inaudible].

Lovelace: It's not [inaudible].

Male: [Inaudible].

Lovelace: It can be [laughs].

Male: Well, it's, you know, as far as, um, you mentioned-, you were kind of heading towards—when you were talking about Kylie—there was some other issues. Can you elaborate on that a little?

Lovelace: Um, from what I heard in our ward or our neighborhood and my, uh, from a conversation my wife had with her and, um, other visitors in their house that have talked to us, um, several years ago, I guess their marriage was kind of, like, on the rocks. It was going through some stuff because of Turley's legal situations. And, uh, she kind of said, look, no more, I can't handle it. And I think-, I don't know. I mean, it's all hearsay, but, you know, I have-, I can-, I think I have pretty good judgment when I watch people and doesn't seem good.

Male: So, yeah.

Lovelace: They have an awesome family. I mean, their kids are amazing and Kylie is, too. And Steve is, too, aside from his business.

Male: Yeah, that's what I'm saying. I was gonna say, I really like him and everybody [inaudible]-

Lovelace: It's hard to hate him, for me.

Male: Yeah, um, uh, Craig Moore [phonetic] is the same way. She's, you know, I can't, uh, I can't get my-, it's like, I shake his hand at church and here you shafted me, you know, he shafted me. And then, yeah, I have this overwhelming feeling that I need to try to be friendly.

Lovelace: Right.

PROVO 009667

Male: I said, we'll [inaudible] you guys, too, but, uh, I think that's because Steve is what he is. I mean, he's a master talker.

Lovelace: Right.

Male: Yeah. I hadn't had the opportunity to meet him yet.

Lovelace: Right.

Male: But, uh, it sounds like that he's very gifted in that.

Lovelace: Here, here's something that came up recently. I haven't even talked to Tyler about this. And I don't know how deep this goes within Provo City itself, but one of the-, so the first guy who—I don't know if you call it prosecutor—that charged us with the apartment. His name is Charles Chamberlain [phonetic]. And the second guy, his name was Geronimo. I don't remember his last, his last charge.

Male: What do you mean, charged?

Lovelace: Basically filed like-, so there was a complaint made, and there's one that, um-

Male: Oh, you're talking about Provo City?

Lovelace: Provo City employees.

Male: Okay, I'm with you.

Lovelace: And Bob Child and Geronimo no longer work for Provo City. But I ran into Geronimo at an expo that I had a booth in, and he's like, man, I know you from somewhere. And I'm like, yeah, your face is real familiar. And figured out he was the guy that was...

Male: The inspector?

Lovelace: ...yeah, he was the inspector following up to make sure we were within the City Code and stuff like that. And he's like, you know, as I get-, I really think that things were messed up down there. He's like, you know, we, we have a hard job, you know. We deal with good people that are in tight situations and the rules are the rules and we wish we could change. And he's like, however your situation is, he's like, there's a lot of dirt behind it all and things getting swept under the rug, and it's-, every time I bring something up, it just becomes hush-hush. And so I don't know if there's more there than I'm reading into, but he's, he basically, in my opinion, said there's, there's people that kind of keep it to be-

Male: No names?

Lovelace: No, no names, specifically.

Male: How would I get a hold of him?

PROVO 009668

Lovelace: Uh, he works for the government still in Salt Lake.

Male: His name's Geronimo?

Lovelace: Geronimo. He's, uh, he's, uh, Polynesian. And I have a business card from Provo City with his name on it, so I can track...

Male: Okay.

Lovelace: ...that down if you want me to.

Male: Yeah, right [inaudible].

Lovelace: I've got a pen.

Male: Write yourself a "to do" list [inaudible]. I've got a big one right here.

Lovelace: So Geronimo's last name?

Male: Yeah, like [inaudible] Geronimo is.

Lovelace: He, he found a-, he made mention of other representatives for the State having property in the City of Provo and they weren't in compliance. And-

Male: It was overlooked?

Lovelace: And it was overlooked because of their position.

Male: Uh-huh.

Lovelace: And it's like, you know, it's just messed up, I guess. And it's understandable at the same time, but, um, so anyway, [inaudible] [laughs].

Male: [Inaudible] [laughs].

Lovelace: So I don't know if that [inaudible] is something that came up recently.

Male: Yeah, that's interesting. I don't know what that means.

Lovelace: I don't know what it means.

Male: I, it would be just interesting to know if he had any specifics in regards...

Lovelace: Right.

Male: ...to Turley because I'm not sure I want to go turn-, start turning over those rocks right now.

Lovelace: Right. Um-

PROVO 009669



Male: That's why, that's why I was asking about, um-

Lovelace: One, one thing that kind of relates is Steve Turley was always at-, when we were on the friend-neighborly level, um, just bragging for some reason about being able to acquire property and having the owner finance it for him. And then secondly, he was, he, he always made mention to the amount of lawsuits he had been in and how clean he'd come out. Almost like it was a rite of passage, like he thrived on it.

Male: Uh-huh.

Lovelace: Um-, what was I going to add to that...maybe I'll think of it. Hmm. Hmm, anyway.

Male: [Inaudible] if there's anything else I want to ask you in regards to that. Um, well, as far as-, one of the questions-, and this has to-, when I-, if, if and when we get to the point where we're possibly going to criminally charge him and list you as a victim, have you really lost anything out of this?

Lovelace: Um, if I put dollar-, I mean, I, I-

Male: Do you have a dollar amount?

Lovelace: I considered hiring, um, Tyler has, um, a contact who, I mean, his specialty is, um, putting a number to what your loss might be. Um, if I were to put numbers to it, um, the house we originally, um, agreed at...

Male: [Inaudible.]

Lovelace: ...one seventy-two.

Male: Uh-huh.

Lovelace: And with, with an additional thirty grand, plus or minus, for the basement being finished out with a kitchen. So we were thinking, well, 2-0-2, 2-0-5, you know, if we did upgrades with floor or something, which we didn't, you know. That would obviously add to the price. And it got close to us moving in and potentially closing, and he threw a number out—well, it's gonna be probably two twenty-five. You probably heard that.

Male: You're talking about that paragraph [inaudible]?

Lovelace: Yeah.

Male: Uh-huh.

Lovelace: So he's kind of warming the pot.

Male: [Inaudible.]

PROVO 009670

Lovelace: He's kind of warming the potential. And then he comes in after we've moved in, um, and had renters in the house—we're collecting income-

Male: Did you bring a renter in or did he?

Lovelace: I brought the renter in. So that-, I think that's been a-, some-, um, I don't know,

Male: [Inaudible] I thought he got-

Lovelace: ...out there he, he brought somebody for us, but that's not the case.

Male: Yeah.

Lovelace: And so we ended up closing.

Male: Let, let me just back you up just for a second.

Lovelace: Sure.

Male: When he, when he, when he got the occupancy permit for—I'm assuming that would have been in November of 2006-

Lovelace: Five. Let's see, we closed-, yeah, 2006 [inaudible].

Male: [Inaudible] 2006, you're right. So November 2006. And he-, tell me about the, the-, why he wanted you to move in, when he got, when he got that permit.

Lovelace: From what I-, well, I ran into and asked around on a construction loan, it's illegal to have someone living on site until the loan changes to permanent financing, so as far as I know, there's still a construction loan in Steve Turley's name or his business name. And he says-, 'cause we had been waiting on him. We, we thought we'd be able to move in in July or August, and as construction goes, that's the way it goes; it takes longer. So we, we were fine with that. And he's like, well, I'm still stewing over numbers, trying to make it all come together and see what the final number's gonna be. Go ahead and move in and, uh, you know, don't worry about it. I'll take care of you. We'll figure it out. And then, once we moved in, you know, hey, you know, it looks like it might be a little bit more, but I can work with you to make it work so you guys can still, still be here. Um, he then came to me, 'cause I was trying to get the, the basement finished, and he's like, you're a handy guy, you've got contacts out there, why don't I give you money, um, basically contract for you to finish it. And he's like, I'll pay you after you, after you close. He ended up giving me approximately \$20,000, which obviously, I didn't spend it all. Um, but, so before the end of December, I had a friend come over who does cabinets, and we installed the cabinets down in the basement. Um, then I had the plumber that he had used come in and, um, take the rough plumbing to, to the finish point of the sink and garbage disposal and all that stuff. Um, and then we had the countertops put in. Anyway, we had the kitchen put in, and we had renters in there by the 15<sup>th</sup> of January.

Male: Uh-huh.

Lovelace: Of 2007.

Male: Uh-huh.

Lovelace: They were paying \$750 a month, uh, and then, uh, that was about the time that he dropped the, the higher price, two sixty-five. Well, it's got the rental income, um, it's appraising for this much, and copper and concrete went up, whatever. He made the numbers work for him. We were already living there, had obligations.

Male: You'd been there for two months?

Lovelace: Had obligations to renters to provide a residence for them. And looking back, I mean, we would have just walked away. That's what we should have done, but emotionally, we were tied in. We put a lot of hours in trying to figure stuff out. And it was like, I don't even know if I can get approved for this much. I mean, 2-0-5 was stretching it. Um, at the time it was stated [inaudible] as far as getting approved for a loan—stated income, stated assets, and got approved still. Um, and we ended up closing at the end of February, the 22<sup>nd</sup>, 23<sup>rd</sup>, 24<sup>th</sup> ish of '07. And we didn't get in trouble the first time with the City till, um, I know by the end of the year I had to have an inspection on my kitchen [inaudible], so I'm going to say, like, September-ish was the first time I got in trouble. And I kind of delayed it with the City as far as getting an inspection while the [inaudible] were getting it appealed to see what would happen.

Male: [Inaudible.]

Lovelace: I eventually signed. I contract with the City, saying—and this was after I talked to Steve—hey, what's going on, you know, over the fence. And I signed something basically stating my boo-boo, my bad, it won't happen again. Steve, however, advised me, hey, you know, elections are coming up in November. If things go the way they should, we're going to be able to get this thing legitimized and you're gonna be fine. He's like, what I would do is prolong it as much as you can, call it a craft room, whatever it is that you need to, take the appliances out, deal with the City, and then go ahead and put renters back in.

Male: Yeah, yeah.

Lovelace: Get a new renter. So we had a new renter. She was, like, only gonna be there a month. She paid us \$1,200 for that month, 'cause we furnished it for her and, um, anyway, she ended up staying for, like, six months paying \$1,200 a month. She ended up moving. We put another couple in there, and then within two or three months, we were in trouble the second time with the City. And that's when it was, like, really hitting home that we were in trouble, like, okay, shouldn't be. You know what I mean?

Male: Uh-huh.

PROVO 009672

Lovelace: Um, and we were making \$800 a month from them. Um, so to come back to the value of our loss, we ended up closing at \$285,000 minus our escrow of what shows a closing of, like, 14, so our home was, like, \$270,000. Um-

Male: Where is that, where is that 20 that he gave you fit into that?

Lovelace: That's part of the two eight-five.

Male: So he bumped the price up \$20,000 and that's what I-, that's what I...

Lovelace: Right.

Male: ...the way you're telling the story, that's how I'm basically processing [inaudible].

Lovelace: Yeah, exactly.

Male: It was at two sixty-five, and he gave you \$20,000, and then bumped the price up.

Lovelace: Right.

Male: The \$20,000 wasn't his money?

Lovelace: No, it was, it was something that we paid for...

Male: Uh-huh.

Lovelace: ...but immaturely not seeing the big picture.

Male: Uh-huh.

Lovelace: That was for landscaping, appliances, help with closing costs—whatever we wanted to use it for. We ended up saving it, and that's what funded most of this garbage. So, um, Lenin Natter ended up foreclosing. His property sold for 185. Um, Michael Natter's foreclosed. It sold for 152.

Male: Huh.

Lovelace: So if I were to get-, if I were to sell mine for 185—which the 152 sold afterwards—I'd have a hard time getting it appraised for more than 185, I think.

Male: Yeah.

Lovelace: So I figure there's a \$100,000 loss, but then again, you know, if you look at real estate, everybody's values have gone down...

Male: Yeah.

Lovelace: ...so that's kind of a hard number to compute. But where I see another loss is, I've had over a \$1,600 fine with the City for, uh, and I have two or three misdemeanors on my record for, for that, which is comical.

Male: [Laughs.]

Lovelace: I know. And I deserved it. I mean, I, I should have known. So then I, I figure rent, loss of rent income, um, of at least \$750 a month for two and a half years.

Male: Uh-huh.

Lovelace: Um, but I figure stress on relationships and life, working two and a half, three jobs all the time. I mean, so, I mean, what I'd like to get out of it, and what the value is, I [inaudible].

Male: What do you owe on it right now?

Lovelace: I owe, well, here's the crazy part. So the loan we got-, we have-, are you familiar with the option arm?

Male: Uh-huh.

Lovelace: So we made, um, for the first little while, we did the minimum payment [inaudible] the interest only, and we ended up owing as much as 280. And it's, it's now-, we've, um, started making a different payment and so it's-

Male: It's going down?

Lovelace: Not yet. I'm working on that. I've been working on that for two years, trying to get my house refinanced and it's-

Male: Impossible, isn't it?

Lovelace: Yeah.

Male: Everybody wants to [inaudible]. I've tried that myself.

Lovelace: And so-

Male: I'm down on mine, too.

Lovelace: And I don't mind being down on a property; it's just, it-, dealing with the situation and what our outlook was four years ago, it's like

Male: And how could you-

Lovelace: Well, any of [inaudible]-

Male: Yeah.

PROVO 009674

Lovelace: First-time homebuyer.

Male: But the, the issue I have-

Lovelace: With the trust and everything.

Male: Yeah. The issue that I have with it, the issue I have with it is that you were, you went into this thinking you're gonna-, that at most, you're gonna come out at maybe 210.

Lovelace: Oh, yeah. 210 would have been the high.

Male: You [inaudible] at 280, but yet, you see what I'm saying?

Lovelace: Right.

Male: Just for the sake of numbers, two-, 210, and you're into 285. You're seventy-five thou-, me, looking at it right-, me, I'm thinking you lost-, you just lost \$75,000.

Lovelace: Well, I, I, uh, I mean, if I were a judge looking over this, aside from all facts or he said, she said, well, you guys are idiots.

Male: Yeah.

Lovelace: Why would you-

Male: Yeah, that's the big question at the end of the day. That's, that's honestly-, that's what the attorneys downstairs are gonna say is why didn't they just walk?

Lovelace: Okay. And then you have Malloy's story where he threatened to sue him...

Male: Uh-huh.

Lovelace: ...and back-date 'em on this, that and the other.

Male: Right.

Lovelace: Still charging for upgrades.

Male: Uh-huh.

Lovelace: Even put an eviction notice on their door at least one time, maybe multiple times. I mean, he was doing that [inaudible] Natters, um, and [inaudible] well, you know, [inaudible] and Glenn, you're gonna have rental income, you know. This is what you, you know, we talked about from day one. This is what you were looking for. Most of it was brand-new. We picked the paint on the walls, so it made it all special for us.

Male: Uh-huh.

Lovelace: And we were already living there. And the numbers...

Male: I, I-

Lovelace: ...the numbers worked financially...

Male: I'm-

Lovelace: ...from having that extra income.

Male: Yeah, I, I-

Lovelace: And so-

Male: Oh, yeah.

Lovelace: It, it made sense. And the economy was awesome at the time.

Male: Uh-huh.

Lovelace: [Inaudible.]

Male: I built mine in, uh, I built mine in December of '05.

Lovelace: Yeah. Well, the funny thing is is when I was dealing with Steve in his office, what I, what I call "man-to-man," saying, Steve, make this right, come on, he would have thrown ten grand at me and probably would have been like, hey, we got a dollar out of him, let's just call it good. And now it's like, I mean, assuming whatever, if we are in the right, and assuming a judgment got made in our favor. I mean, if it was less than 50 grand, I would almost be disappointed.

Male: Uh-huh.

Lovelace: You know what I mean?

Male: Oh, yeah. Oh, yeah. Well, and like you said, I don't know how much you've paid so far, but that's-

Lovelace: Over 10, so far and we haven't really done anything yet. I really like Tyler, but I don't like paying him.

Male: Funny how [inaudible].

Lovelace: Yeah.

Male: You're the first person that's told me that about...

Lovelace: Yeah.

Male: ...the civil side of things.

Lovelace: Yeah. Um, so maybe 50 to 100.

Male: Yeah.

Lovelace: That-

Male: Okay. [Inaudible] that gives me an idea. Um-

Lovelace: Well, I even asked him-, I'm like, look, make this right or buy the property back on what we've paid.

Male: You made that offer to him, but he's not gonna touch that.

Lovelace: No. No way. Why would he?

Male: Uh-huh. Talking about that, when was the last time you were in his office?

Lovelace: It was along on Highway 89 when Zion [phonetic] goes straight—I don't even think he's there anymore.

Male: Hmm.

Lovelace: Um, apparently, he screwed that guy over, which I haven't ever followed up with, 'cause the guy hates him.

Male: What does he-, I, I thought I've seen [inaudible] car, so I thought he was still there. I don't know. Where did he-, do you have any idea where he-

Lovelace: I haven't a vehicle there for a while.

Male: What does he drive?

Lovelace: Well, he has a, like a late '90s blue Chevy pickup.

Male: Oh.

Lovelace: Extended cab. And then he's got-, his wife has a white Suburban.

Male: Okay.

Lovelace: But I haven't seen his truck at his house for probably a month.

Male: Oh.

Lovelace: So it either broke down or walked off or whatever.

Male: He's there, isn't he?

PROVO 009677



Lovelace: Off and on.

Male: Was he living there?

[No audible response.]

Male: Hmm.

Lovelace: I see his light on. I mean, I get up at 2:00, 3:00, 4:00, depending on the shift time, you know, how much load we have, and more often than not, I see his light on, like, where his front room would be.

Male: Uh-huh.

Lovelace: And so I'm assuming he's-, he's stewing over stuff trying to shuffle paperwork to figure stuff out on his side, too. Juggle.

Male: So the office that you were at was the one at Zion?

Lovelace: Zion, yeah. He also had one on 8<sup>th</sup> North and-, clear out by the train tracks.

Male: Yeah.

Lovelace: Um, and we met there several times, and then he ended up moving to Zions Upholstery—had the whole back section in that building—and we met there twice and, uh, then after that, you know, I went to our, our bishop, and I was like-, he's like, I'm not gonna touch this. And I'm like, I understand. And I was the stake president at the time, and he's like, so you either need to get over this and drop it or you need to get any attorney and move on.

Male: Yeah.

Lovelace: He's like, there is nothing I can do, and I'm like, I understand. So-

Male: [Inaudible.]

Lovelace: What's, what's that?

Male: At least you got to vent to him, huh?

Lovelace: Yeah, I don't know that we necessarily like spilled our guts; it was just like, this is what we feel happened, this is our side. As far as we know, this is what he's saying, his side of the story, you know, what should we do, so yeah, like the last time, that would have been probably, let's see, uh, fall of 2008.

Male: So it's been a long time ago?

Lovelace: Oh, yeah.

PROVO 009678

Male: You've been [inaudible].

Lovelace: I've got emails where I-, I sent two extremely long emails explaining my whole guts on the situation, like-

Male: To him?

Lovelace: Oh, yeah. And I, I text his wife, and that's when his wife responded, fortunately or unfortunately, I don't know all my husband's dealings.

Male: Yeah, well, I'm sure they're talking to each other for sure. He never responded to them?

Lovelace: Uh, his-, he's really, he's really clever on-

Male: [Inaudible.]

Lovelace: It was always, well, why don't you come in and let's talk, is what his responses were, like, less than a sentence.

Male: Yeah, yeah. [Pause] I'm just reading this. It's [inaudible] I'm paraphrasing the affidavit here that you signed. It says that the City levied greater penalties against them[?] in \$1,600 [laughs].

Lovelace: Yeah.

Male: That's a pretty serious levy.

Lovelace: Well, they threatened us with, like, seven grand, 'cause each, each misdemeanor—there was three of them they were charging me with-

Male: Uh-huh.

Lovelace: It had, like, a max of \$2,800-, \$2,600 bucks each or something. And they said, if you stop fighting this, you know, I'll take three misdemeanors down to two, and-

Male: So you were actually charged criminally?

Lovelace: Oh, yeah.

Male: You went to court?

Lovelace: Uh-huh.

Male: Hmm. Okay. Just, just so that I-, as we're-, why we're recording the matter of record, this, this affidavit here is true and accurate, and you've signed it, right?

Lovelace: Uh-huh.

Male: Okay. Is there anything, Glenn, that you think that I didn't-, that you haven't told me that you think I need to know outside of what's in here or-

Lovelace: Um, I guess I just don't know how many of our affidavits you have as far as witnesses that have a similar story or that can-

Male: The only affidavit I have from you personally is this one.

Lovelace: Okay.

Male: Now, obviously, I mean, I have access to the complaint that Tyler filed...

Lovelace: Okay.

Male: ...you know. I would have that in the court. I haven't-

Lovelace: I don't know if there's anything there.

Male: I [inaudible].

Lovelace: I can remember a few of them. We've got affidavits from Lenin Natter and the Malloys.

Male: Oh, I [inaudible].

Lovelace: [Inaudible.]

Male: Yeah, okay. I do have those, yeah.

Lovelace: We got one from Vaughn Grow [phonetic], who was a renter. And we've got one from our renters basically stating, this is when we moved in-

Male: Who was that? Who's your renter?

Lovelace: At the time it was the Bradleys. Kayden and Tricia Bradley [phonetic].

Male: Okay. So this is-, this one was Lenin Natter. And that-, that's the one-, that's signed out of California. Is that...

Lovelace: Yup.

Male: ...the one we're talking about?

Lovelace: That's Lenin Natters. He's one of the owners. And Vaughn Grow, he's a renter.

Male: I've got one from him.

Lovelace: You should have one from [inaudible] probably.

Male: I think I do have one from him [inaudible].

Lovelace: And he was solicited, that rental income on the property in [inaudible] so-

Male: Got that. That's good. That's Steven Cox's assistant?

Lovelace: Yup. I don't know how strong that one is [inaudible] that's where it is.

Male: Well, I think Steve is gonna-, I'll have to get a hold of Tyler. In fact, well, I'll just get a hold of Tyler, you know, you can contact Tyler or I will, 'cause if you contact him, he'll probably bill you.

Lovelace: Yeah. I don't know. That's a question in my mind is every time he talks about our situation, I wonder if the clock starts.

Male: I have no idea.

Lovelace: I don't know.

Male: I have no idea. What do you pay-, do you pay him a month?

Lovelace: Um, we-, I usually pay him in advance with cash.

Male: Oh, somehow [inaudible].

Lovelace: [Inaudible.]

Male: Did he, did he send you a bill...

Lovelace: A statement, yeah.

Male: ...and it tells what [inaudible]?

Lovelace: It shows our balance, yeah.

Male: Sure. That's the way it should be done.

Lovelace: Um, so here, here's where I think our thing is strong.

Male: Okay.

Lovelace: So we've got an appraisal showing the second kitchen, okay?

Male: Who ordered that appraisal?

Lovelace: Well, it's kind of-, so I know that Steve Turley and Lenin Natter were working on getting the highest appraisal possible, and it was like, well, why not, get the highest appraisal, the best appraisal possible. It wouldn't necessarily affect your loan and all, 'cause they're still going to base it off of...

Male: Comparables?

Lovelace: ...other values and stuff like that, but you would know how much your house would appraise for and you could take out a home equity loan and blah, blah, blah later on. So they were, they were seeking for the best appraisal. I think they ordered two or three of them, and finally they found one that had the numbers they like, liked. I also had an email, I believe, from Steve Turley, stating basically, well, Lenin has, has used this appraiser, here's his contact information. And when I called him, it was basically like, you know, why don't you order it and pay for it, so I ordered the appraisal and paid for the appraisal...

Male: Okay.

Lovelace: ...before closing. It shows the-, the whole house was finished at this point. The renters were there, and we were there.

Male: This one from, uh, Ramon Roberts?

Lovelace: Yes, yeah. And it showed, you know, upgrades or special features—I don't remember what the wording—that shows second kitchen. I think it even might say mother-in-law kitchen or something—I forget the wording. So, in my opinion, one of Steve Turley's first stories was, well, the Lovelaces and everybody put their contractors in there after they closed and put those kitchens in without my knowledge.

Male: I think he's backed off of that a little.

Lovelace: Oh, he has, big time. That was his initial story with our ward members, if you want to call it that, the inner neighborhood. And so, um, so I think, I think I-, we have a strong case that Steve lives over my fence—we're next-door neighbors—um, he knew we had renters down there. He was in Von Grove's apartment. And we have an appraisal showing there was a kitchen installed before we closed. So if it's his property and it's illegal, why would we allow that to happen.

Male: And why would he solicit it in the first place?

Lovelace: Well, what he's gonna say to that is, well, we had, we had ideas and we presented them to the City and they just got turned down, but maybe in the future, and that's why we rough-plumbed. In the future, maybe they did want to put a craft room down there. Maybe the City would change their zoning on this property and allow for a kitchen. That's what he's gonna say to combat. Well, why did you even start the conversations off in the first place? Well, we went down that road, and the City wouldn't allow it. That's what he would say, but-, and why was there a kitchen installed? Why were there renters down there? And why were there two dwellings in each unit, even though it was a single-family dwelling, zoned for certain occupancy restrictions and then no set kitchen—not even a wet bar—permitted. So why would the appraisal show that before closing? Um, and the affidavits showing that people have offered him his rent money. We offered

our rent money from our renters until we closed. Uh, where that fits in the mix, I don't know. Um, I've got the recording from Steve Cox. I think Steve Cox will be wishy-washy until someone puts him in a corner and says, look, what, did Steve Turley know about this or not? And he'll say, yes, he did. All day long, he will. But he'll also say, well, I was under the assumption that the Lovelaces knew as well and that it was a risk that they were just willing to take. I just assumed. It won't be his exact words. And then I would follow up with, well, did you ever hear Steve Turley tell them that it was illegal, and he'll say no. That-, in my opinion, that's what would be the conversation.

Male: Uh-huh.

Lovelace: Um, another, uh, strongpoint as we have, like, a weird purchase contract with an addendum that's not even mentioned in the contract...

Male: That [inaudible] paragraph?

Lovelace: ...that kind of showed that the average-

Male: That was pretty known. He shared that with everybody.

Lovelace: Yeah. [Inaudible] you or me, true to the original price, um,

Male: That whole thing doesn't make sense to me.

Lovelace: No, it, it doesn't. And so that's why we got 185 high.

Male: 180-, and tell me, um [inaudible] why did he use it that particular day? He wanted it-, 'cause that wasn't the day you signed that document.

Lovelace: It was the next day.

Male: Uh-huh. So it was relatively close to the day that-, the 20<sup>th</sup> of December?

Lovelace: Right, it is.

Male: And [inaudible] Craig told me that his-, it was a totally different day and he, uh, I don't remember when, but it wasn't even close to the 20<sup>th</sup>.

Lovelace: Yeah, everybody's situations were very similar, but slightly different.

Male: Yeah.

Lovelace: And so, I mean, all of us future homeowners were, even though Turley got mad at us, we were mingling with each other, like, okay, how do we play this to get the right price. Like, is he screwing us or is he literally trying to make this work for us. And so we come to a price with Steve that was reasonably fair and we tell everybody, 'cause we didn't, we didn't want to be the neighbor that hosed the neighbor, you know what I mean?

Male: [Laughs.]

Lovelace: 'Cause he was, he was playing-

Male: You guys were conspiring against him, huh?

Lovelace: Yeah, we were trying to get the best price. Like, well, if he's gonna get a better deal, then I want the same deal. And that prolonged things, too. So that, the, unfortunately, that's the strong point, the appraisal. Uh, I got an email after we closed from Steve Turley that there were parking signs—no parking—put up all along our driveway, and I saw him taking pictures. So I emailed him and I said, what's going on, is there anything I need to be worried about? He's like, oh, no, and he's like, I just put up these signs. You can take them down. I just needed to get my bond back from the City. That was basically the email, you know. No worries. So that was after we had closed.

Male: And he's putting up "No Parking" signs?

Lovelace: I also have an email from the summer before, so June-ish of 2006. We were asking for floor plans, and he sent us attachments showing the basement finished as a kitchen with a separate entrance. And I know that Scott Phillips [phonetic] is trying to follow up with the drafts person on that to see who ordered-, you have? What did she say? Do you-, did you-

Male: She-, what, what she says is she was, she was asked if she drew the original plan[?]...

Lovelace: Right.

Male: ...and then drew the user[?] requests to Steve. She was paid by Steve, okay. She was paid by Steve.

Lovelace: Well, his email says, well, that was Lenin's call. He's the one that put that together. Even the attachments are named "Natter 1," "Natter 2," "Natter 3."

Male: Uh-huh.

Lovelace: Or that was him fore-sighting things or [inaudible] but he always played it off. And I was like, well, why did you send us that email? And he goes, oh, that was Natters; they ordered that. So if he ordered it and paid for it, that helps.

Male: She never said that. She said that Steve-

Lovelace: Steve was [inaudible]-

Male: She worked for Steve. She always worked for Steve. She's always worked for Steve.

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Lovelace: Okay. So that's good.

Male: I mean, I can ver-, I mean, it sounds like I should probably verify that, though.

Lovelace: Yeah. Um, another, another thing that is alarming for me initially was, I mean, they had three or four purchase contracts with Turley.

Male: Uh-huh.

Lovelace: And, uh, the fi-, I mean, at closing, you sign a new one anyways no matter what goes on to the underwriter to get approved for the loan. And after we had closed and we were having all these troubles, we went back through to, to look through those closing documents for any information, and it doesn't mention that addendum in the purchase contract, so it doesn't mention an addendum in the contract itself, but there is a paper in there with none of my signatures or initials; it's literally like slipped in there that basically states the zoning restrictions. There's an occupa-, occupancy restriction, there's a, uh, it's a single-family dwelling.

Male: [Inaudible.]

Lovelace: It's in-, it was in our closing documents.

Male: I don't think I have that stuff.

Lovelace: Tyler, Tyler has it, so you might make a note of that. So I do-, and I do recall Steve Turley calling me on the day of closing and he said-

Male: Where did you close?

Lovelace: American Title [inaudible] 1600 North, um, in Orem, right off the freeway. There's kind of a professional-looking building in between two gas stations on the south side.

Male: Uh-huh.

Lovelace: The [inaudible] building. I think it's American Title. I could find that out, if you want me to.

Male: [Inaudible] more about this.

Lovelace: Okay, so he calls me and he says, hey, you know, um-, basically we're closing that day. We're set to close end of February. And he's like, hey, you know, they're going to have you sign a new purchase contract. And I was doing mortgage loans at the time, so I was like, why are you telling me that, uh, you know what I mean? And in my mind, like, looking back, like, I almost feel like that was his way of stating, you know, this is a new contract, make sure you read it, even though that's not what he said. Well, I was looking up-, you know,



there's gonna be a new contract. And in my mind, he was clearing himself with anything, but that was his way of stating, these, these are the restrictions for the property. So we're closing, and we've got them all tabbed like this book here...

Male: Uh-huh.

Lovelace: ...the title guys here. So we're flipping stuff, signing, signing, signing.

Male: Uh-huh.

Lovelace: My document never got signed, even though it was in our closing documents. There wasn't a place for a signature or an initial or anything; however, it was included in our closing documents, so if that hurts us, I don't know. If that helps us, I don't know.

Male: How did it get-, you don't have any idea-, who, who was the closing-, who was the closing person? Any idea?

Lovelace: I mean, I could look up the name, but I don't-

Male: I'd like to see, I'd like to see a copy of those files-, uh, those closing documents.

Lovelace: Okay. Uh, I'll ask Tyler for them. And if not, I'll just call the mortgage company and order them, see what they have.

Male: Yeah.

Lovelace: So I don't know if that hurts us or helps us. Maybe we'll-

Male: I know the answer to that. I mean, look, the thing is, the difference between my situation and what Tyler does is that I have to prove beyond a reasonable doubt criminal intent.

Lovelace: Right.

Male: In other words, he knowingly and intentionally...

Lovelace: Right.

Male: ...did this, you know. And what you-, [laughs]-

Lovelace: [Inaudible.]

Male: Yeah. Slipping the documents out of a packet that you're-, you looked over and signed. I mean, look, anyway, he's been through a mortgage process and knows what...

Lovelace: What a closing is like.

Male: ...a closing is just-, I mean, let's be honest. You don't read the documents, you know. Of course, they provide you three days to read those documents.

Lovelace: Right. And they send you home with copies.

Male: Then they send you home with copies, but that's, that's really interesting. The cre-, I would be-, does, does, does Natters or, uh, um, any others have that in theirs that you're aware of? Did they-, have they ever said that-, that been discussed amongst you?

Lovelace: I saw Robert Taylor's closing docs. Sorry, I don't know if that was closing docs., but I know that the building permit for his allows for multiple-family occupancy. But there were others, it's not there. So we, we-, I did a ton of digging, and he found the original document that showed the building permit and showed the occupancy—single-family, whatever, multiple-family—and literally, it has a "2" on there for multiple-family with a line through it and then a line[?]. And so I almost wonder if the City made a mistake, and Steve acted on it like, hey, we're getting away with one here. The permit says one [inaudible].

Male: Steve cannot deny the fact that he knew-

Lovelace: No.

Male: There's no way. Well, I've got-, I mean, he signed the documents.

Lovelace: Well, he, he drafted the, uh-

Male: The agreement.

Lovelace: He, he drafted the development agreement. That was his own wording to get the City to approve that [inaudible].

Male: Absolutely. And Heidi[?] did the presentation.

Lovelace: Yeah, she did.

Male: Uh-huh.

Lovelace: So I don't know if that's something Steve was like, oh, there's a good one. And we talked to the City afterwards, well, you know, what about this document. It shows two, but with me, it's only-, now it's scratched off at one. And they're like, well, if a City employee makes a mistake, nothing's grandfathered. We can go back on anything the City does.

Male: Yeah, that's probably true.

Lovelace: You know? And that's [inaudible]. As far as any other evidence we have, that's like, got a few emails and we've got the whole silliness structure of the whole story...

Male: Uh-huh.

Lovelace: ...and then multiple people who went through the same thing. And then other people going through similar situations that are unrelated.

Male: It's crazy. Yeah, yeah.

Lovelace: Have you talked to Melanie about the others out-, I mean out-, [inaudible] and Strauss.

Male: [Inaudible.]

Lovelace: They're outside of Slate Canyon [phonetic] in our old development, like...

Male: Yeah.

Lovelace: ...we're [inaudible] roofs and stuff like that.

Male: [Inaudible] I haven't done anything like that. I, uh-

Lovelace: I don't think it's related other than-

Male: [Inaudible] business. Unethical.

Lovelace: Right.

Male: Yeah, I, yeah, I'll tell you what I've done. What I, I have done is there is, um, there's lots of information, but basically, to give you into, give you an idea, I've broken it down into five things [inaudible] there was Slate Canyon, Twin Homes, Brand X, Childs' property, and Carpenter [inaudible]. Those are the five things. And the reason I've done that is I have to draw the line someplace. And-

Lovelace: [Inaudible.]

Male: [Inaudible] definitely the biggest ones and they're definitely the ones that are, for lack of a better way of saying it, newsworthy or whatever. They're the biggest ones. The Twin-, each one has the tone-, has its merits. Each one has its problems, uh, but the theory here and philosophy here is that if you take the totality of all of them-, in other words-

Lovelace: Case by case, they're not very strong?

Male: Yeah, you put it on that-, put it on a timeline, you know. And I want to take care of that with you, but you see what I'm saying. You go through this starting here,

you go down through the years to a five-year period, it's amazing what has happened. That's, that's my opinion.

Lovelace: So that's Turley's timeline from what you have?

Male: Yes, yeah. Now that's, that's a working document. I mean, obviously, I add to it almost every day...

Lovelace: Right.

Male: ...because stuff comes out, stuff comes out. So what that does it give me an idea and I get what's going on. I mean, and we're talking about flowcharts. I mean, it's kind of like this right here. I've got several more.

Lovelace: Well, I'm planning on putting one together for us specifically.

Male: Sure. So she-, yeah. [Inaudible] 17<sup>th</sup>, that was the date, the 17<sup>th</sup>. And this is the newest, greatest flow chart and it just goes through chronologically what, what took place, the evidence I have to support it and-

Lovelace: So just so I understand it, is there a reason why you can't share that yet or never or?

Male: A criminal investigation, we cannot share that. After, if, if we decide to charge, then it becomes public information.

Lovelace: Okay.

Male: Right now, nothing's public information.

Lovelace: Okay.

Male: That's just the way it is. That's the law.

Lovelace: I'm just curious in case it ever benefited us down the road.

Male: Yeah. Well, I can assure you that a criminal charge would benefit you.

Lovelace: Yeah. On what Tyler says, if we're the only ones disputing things with an attorney, with Steve, out of the four homeowners, if it gets tried criminally and things go down for Turley, then it would favor all of us...

Male: Uh-huh.

Lovelace: ...from what I understand, which would be awesome.

Male: Uh-huh. I mean, it's gonna-, it benefits everybody for, for a criminal charge. Now, it has, you know, and that's why I say, by taking just one specific piece of the five pieces and just deal with that individually, you probably can't get over the

hump because I have such a high standard, but if I started to add things to it, that's what helps. It's called a pattern of unlawful activity [inaudible].

Lovelace: Well, we knew, like, going into it that we don't have, like, a set concrete, you know, quiver that's gonna put him out. It's, uh, more of a hope.

Male: Uh-huh.

Lovelace: And so, it's like, well, we'll do what we can and stick in there as long as we possibly can, but-

Male: Well, let's do this. You, you want me to get a hold of Tyler or do you want to get a hold of Tyler?

Lovelace: Um, I'd say, you might, you might just deal with him directly and...

Male: Okay.

Lovelace: ...if he's billing us for this, that's his thing.

Male: Will he bill you [inaudible]?

Lovelace: I don't know.

Male: I don't have any idea.

Lovelace: I might ask him just so I know.

Male: Yeah.

Lovelace: I mean, I'd assume he is.

Male: Uh-huh. Um, because there's [inaudible]-, I mean, what I'm saying is is I think if I were-, one, one thing, if I ask him and he provides it, I assure you, he's gonna bill you.

Lovelace: Yeah.

Male: If, if you ask him, if you ask him for the documents, it's your-, they're your documents. They're your recordings. They're your-, do you understand what I'm saying?

Lovelace: Right.

Male: He may not bill you. I don't-, either way, I'm sure Tyler that will give it to us. That's not the issue of him giving to-, I know we'll get them. That's not the-, I'm just trying to save you some bucks.

Lovelace: So why don't-, so your major question for Tyler is, the closing documents.

Male: I want the closing documents. I want the audio. Um-

Lovelace: Have you done the City audio, what they have, or is that not really-

Male: Which one's that one?

Lovelace: Where the City Inspector says, walks like a duck, talks like a duck...

Male: Uh-uh. I think-

Lovelace: ...quote, it looked like a kitchen.

Male: [Inaudible] if you've got it, I want to include it. That's good.

Lovelace: Do you want me to include the whole thing or just-, and give you the time when he's actually on record, or do you want just the little blurb.

Male: I don't know. How long is it?

Lovelace: 42 minutes.

Male: Give it all to me.

Lovelace: And it's at the City, too, if you request it, just so you know.

Male: Yeah. Have them, yeah, get that. And then, uh, if you wanna email me Geronimo's information, whatever. And I'll [inaudible] phone call. And, uh,

Lovelace: [Inaudible.]

Male: I think that's, that's pretty much it.

Lovelace: And if you ever have question, email. I'm at my computer during the day...

Male: Probably the easiest to [inaudible].

Lovelace: ...and generally, I can respond within 10 minutes.

Male: Okay.

Lovelace: At least that day.

Male: Yeah.

Lovelace: And then-

Male: That's good. Well, unfortunately, you know, I-, it's good when we were talking about how serious this is and the consequences for Turley. It's good to-, for me to meet you and talk to you...

Lovelace: Right.

Male: ...you know. And if, if it's-, if he buys a home for me, honestly, it's easy for me to sit here in this glass house and [inaudible] yes or no for, you know, it's good for me to meet you in person and stuff, so.

Lovelace: I know for us, it's-, as far as walking away from the house, it's like, at least for us, it's been a value thing, just trying to fight our own bills and then still go after him. You know, it's not even the money. I mean, we, we don't even [?] want money from him to make it right, but honestly, if he would've said, I'm sorry, there was nothing I can do, I'm wrong, we wouldn't have even done anything.

Male: Yeah.

Lovelace: Now this [inaudible]-, I don't know what it is now, but-

Male: Well, I, I think it's admirable for you to step up because he needs to stop. Obviously, this thing with Slate Canyon is taking place and [inaudible] it's always just one scheme after another.

Lovelace: One, one article I-, have your ever Google alerts...

Male: Uh-huh.

Lovelace: Judge email? Probably not, 'cause you have a State email. Through, through Google, they have a, a service called Google Alerts, and you can put in a keyword phrase...

Male: Right.

Lovelace: ...so if you have a business for food storage or whatever, uh, any time an article's put out there, it'll send you an email on all the blogs, websites, anything that's posted that's new. I did one for Steve Turley, so I get an email any time his name pops up on the Internet, and so I can decipher if it's him or not and then archive it [inaudible] just out of curiosity, you know. But one popped up on a blog this week about some funding on the Provo Tabernacle and him pursuing, eliciting, um, I don't know—what's it called when you dump donations in property—and then it was pulled within a few hours, like, it was no longer available. So I emailed the blog owner—I don't know if there's anything there or not—but-

Male: Who is it?

Lovelace: So the Tabernacle has its issues this week or last week, and then this blog hits, I believe, yesterday.

Male: [Inaudible.]

Lovelace: Let me pull it up and I'll tell you what it says. This is what I can see now.

Male: What I'm understanding is that now that the place has burned, he's gone outside to solicit private donations.

Lovelace: Right.

Male: I, I understand him doing that, but why would he do that right now? The Church owns the property.

Lovelace: That's pretty quick.

Male: That smells, um...

Lovelace: It was December 21<sup>st</sup>, and it says, "Funds to build Provo Tabernacle solicited improperly . . ." then the blog is "Legislative District 61," and it says, "It turns out that although several Provo City officials are listed as Launching Rebuild Provo Tabernacle, including councilman Steve Turley, who is already under fire for a questionable mix of political and business dealings . . ." and then it has the link. I have no idea what it is, but I wasn't able to read the article and so I sent the blog owner, I'm like, why'd you pull the article, you know?

Male: What did it say?

Lovelace: So I don't know if there's anything there at all.

Male: He hasn't responded? The blogger hasn't responded back?

Lovelace: Uh-uh. Uh-uh. There was probably nothing there, but it was like...

Male: [Inaudible] interesting.

Lovelace: ...yeah, same week. Within a week, there was something posted about it. It seems kind of weird. Hmm. So I don't know if that's a crazy road to chase down probably, but...

Male: No, I just find it interesting. It's food for thought.

Lovelace: So what kind of-, your timeline, if you decide to take this on, if-

Male: We take it on. I mean, there's no doubt about it, I'm taking it on. What happens is basically, I do a criminal investigation. I wrap it up in a nice, neat bow. I take go downstairs and make a presentation. In this particular situation, you know, a case like this where it involves a City Councilman, it's in the news, it's a media-worthy kind of thing, generally speaking, it's Staff. I give a presentation to Staff and then they decide whether or not it meets the level of-, it rises to the level of a criminal offense. Ultimately, at the end of the day, it's the decision of the County Attorney's Office who-, or the County Attorney himself or his deputies, that this rises to a crime and that's charged, uh, you know. And if it doesn't, if they say, no, we need more, we'll go look some more or, no, it's not worth their time, stop.



And that's probably what would happen, I'd stop. And at that point, I'd be out of it, but then-

Lovelace: People, as individuals-

Male: People as individuals can do anything they want in that-, if that happens, I'm assuming there'll be a, uh...

Lovelace: A big [inaudible].

Male: ...a big mess. It's in the political-, the political arena, in the newspapers, in the civil courts, uh, I, I think I'm gonna be able-, I feel pretty confident I'm gonna be able to push this through, you know. I think there's enough information to possibly push this through. We'll see. And, and there's a lot of other things going on that you're not aware of that nobody else is aware of that may, obviously, I can't share at this point, but hopefully, that'll reap some benefit for them. And, uh, anyway, needless to say, at the end of the day, I'll make, uh, I'll make this-, I mean, I, I call Turley [inaudible] [laughs] I mean, that-

Lovelace: [Inaudible.]

Male: [Inaudible] yeah. And I have a bunch of subpoenas out still that I haven't gotten back and there are still a lot of people to talk to, so-

Lovelace: So if the County Attorney or whoever decides...

Male: Yeah.

Lovelace: ...it's, uh, it's worthy, is that, like, a month down the road?

Male: My guess is...

Lovelace: Pursue things?

Male: ...our goal-, and it's like I told everybody else—the people you've been talking to—and my goal is March. My goal is March.

Lovelace: March 1<sup>st</sup> or 31<sup>st</sup> or just-

Male: Come on-, [inaudible] middle [laughs].

Lovelace: Okay. I'm not gonna hold you to that.

Male: And they're aware of that, too, you know. You know, Scott and all of those guys that you met with.

Lovelace: Yeah.

Male: And Joe and-, not Joe, John. I've been here all-, I've been here since 7:00 [unclear], so, uh [inaudible] all these people that you...

Lovelace: Right.

Male: ...met with and, you know, and obviously, they've met with me and then other people have.

Lovelace: And then if it's a go around March or April, then what happens?

Male: He'd be charged.

Lovelace: And that'd be in criminal court the next day? Not that [inaudible] a judgment, but-

Male: Depends [inaudible] but if they get an arrest warrant, he-, I mean, if they post a warrant, if they decide to use [inaudible] to jail [inaudible] if, if, if, I mean, we'll go pick him up and take him to jail. Uh, I just don't see that happening, though.

Lovelace: Yeah.

Male: What probably would happen, you know, is we'd serve him with a criminal summons and he needs to have a court, court date to appear in court, and then-

Lovelace: Is it like our trial was?

Male: Yeah, but [inaudible]...

Lovelace: [Inaudible.]

Male: ...but it'll move a little faster. It'll move faster as there's much, much more serious consequences on it, so...

Lovelace: What, what kind of-, if he does get charged criminally, what's-, is there a value in that for homeowners for [inaudible] by a judge?

Male: Well, [inaudible] that's why, that's why I asked you about which, you know-

Lovelace: What the value might be?

Male: Yeah. You're out \$75,000 or whatever the figure is, you know, that can be a restitution over for \$75,000. Uh, he could be ordered to pay that, plus he'd be ordered to be on supervised probation. He could do-, he could do jail time. There's all kinds of things. The sky-, the sky's the limit here. Chances are he won't [inaudible] jail and do any kind of significant jail time.

Lovelace: That's [inaudible].

Male: I don't think so.

Lovelace: Yeah.

Male: Who knows. I've got a lady that's sitting down in jail—that's this four boxes right here—she's sitting down there right now. I, I put her in jail. She ran, and that was the one big problem. Anyway, she took off in Florida and we tracked her down in Florida and got her back here, and she's still sitting-, she's been down there for two months, still sitting there. And, uh, so, I, I didn't think she'd stand ten minutes, but-

Lovelace: If there was, uh, restitution, and he didn't have cash, but he did have property, would they force the sale or liquidation of assets?

Male: It's possible. I, I think that, uh, here's, here's the beauty, it's-, here's one of the things that-, I don't know what kind of assets. You see, when you talk about-, you remember how you said to me that he had a way of viewing people and viewing property and viewing interest in property value. Nothing's changed. On paper, Steve looks like he has a lot of money. I don't-, [inaudible] I don't think Steve has a lot of money. I think it's all property.

Lovelace: Oh, it is, for sure.

Male: And, and what I'm saying to you is is that [inaudible]-

Lovelace: Does he got property in [inaudible].

Male: [Inaudible] he's got interest-, he's got notice of interest that he doesn't have. I mean, like, this piece of property right here. He claims to be the owner [unclear].

Lovelace: Yeah.

Male: He claims to be the owner of that 26 acres of property right there. He doesn't own it. He has an interest [inaudible].

Lovelace: [Inaudible] of dollars.

Male: Well, not even that. On this particular property, if you, if you read the documents, it says that he has, he has permission to go in there and clean it up and move dirt around and do that kind of stuff. On this piece of property, he has an easement of egress and ingress, or egress, so in other words, he can trespass across the property. He can't move stuff on there, but that's not what he's representing. This piece of property—three acres right here—he has a-, kind of like an option on that one. So my point is is there's basically 50 acres of property there-

Lovelace: With a little...

Male: He hasn't, he hasn't [inaudible].

Lovelace: ... [inaudible] option [inaudible].

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Male: Yeah. He hasn't put a zero or a dime down on it other than the ten dollars it cost to file the document in the Recorder's Office. And some of that stuff hasn't even been recorded, so [inaudible]. But my point is is that-, so to say that he's got money really-

Lovelace: Well, I don't think there's money there at all.

Male: Uh-uh. And, and so to be forced to sell property, you can't-

Lovelace: Can't sell something you don't own.

Male: That's right. How can you sell and act or do anything with that and give it to any victims. So, now, the other thing is is that-, let's say that you [inaudible] and get a judgment against him for \$100,000 and, of course, you know, Tyler keeps twenty-five and you get seventy-five, whatever the deal is. He can bankrupt out of that one. He can bankrupt out of that judgment.

Lovelace: Unless it's criminal or even after knowing that.

Male: He-, I charge him.

Lovelace: Right.

Male: He can bankrupt [inaudible].

Lovelace: [Inaudible.]

Male: He can't bankrupt that restitution order. So that's the other side of that.

Lovelace: Yeah, that's a big [inaudible].

Male: A lot of times, the attorneys don't necessarily tell you that.

Lovelace: Tyler's told us.

Male: Yeah, that's [inaudible] that's good.

Lovelace: But he's like, if we go after him for fraud and these other things that we have, as charges, it's like, who knows.

Male: Yeah. But at the end of the day, what Tyler's looking for is he's looking for settlement. He, he wants to settle; he doesn't want it to go to trial. He's doesn't want it-, he doesn't-, he's looking for a settlement and negotiation saying, look, give us \$100,000, we'll leave, we'll leave you alone.

Lovelace: I just wonder if it would be wiser strategically for us to hang tight until April just to see what you guys develop...

Male: Might be.

Lovelace: ...and not spend another dime on trying to pin him to a date to collect his statements and all that [inaudible] you know.

Male: That's between you and Tyler...

Lovelace: Yeah.

Male: whether you decide to do that. I, I can't say one way or the other.

Lovelace: Oh, yeah, just thinking aloud.

Male: Yeah, you know, because I don't wanna get-, that's the last thing I want to do is get in the middle of you-, between you and Tyler, 'cause that'll make Tyler upset, so...

Lovelace: Um, sure.

Male: But, um, now if you'll leave that stuff. Here's the card.

Lovelace: Okay.

Male: But, uh, you already have email addresses.

Lovelace: There's one more thing I thought of.

Male: Okay.

Lovelace: Our loan officer, his name is-

Male: Oh, Mitchell Cook.

Lovelace: Yes.

Male: I emailed him.

Lovelace: Okay.

Male: Haven't heard back from him.

Lovelace: Okay. He's hard to get a hold of.

Male: But, uh-

Lovelace: Um, do you know the story there at all or the emails?

Male: I think there was that-, I got that email.

Lovelace: Oh, you do?

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Male: I do have a copy from[?] Scott.

Lovelace: Basically states that he's had conversations where we're getting a good deal and have [inaudible] kind of stuff like that or [inaudible].

Male: Here is it right there. I have it. Yeah, there's his answers down there in red.

Lovelace: Yeah, that's it.

Male: And so what I did is I sent him an email hoping that I could get him to give me some kind of an affidavit.

Lovelace: And he will. He's-, it took me ten days to get a hold of him.

Male: Okay.

Lovelace: [Inaudible.]

Male: [Inaudible] maybe I'll shoot him an email that says, look, I just talked to Richard Hale. He's a cool guy. Come on and help me out.

Lovelace: Yeah, he's, he's gonna cooperate.

Male: It's just a matter of getting him to do it, so other than that, now-, and, you know, if you have any questions for me, you're welcome to, you know, like I say, it's probably ease-, I, I answer my email...

Lovelace: [Inaudible.]

Male: ...I answer all emails. I answer my calls. And I'm gonna take-, well, I'll probably only work a couple hours tomorrow and then I'm gonna take the rest of the week off, so...

Lovelace: Sure.

Male: But, uh, like I say, I'm on overtime, and we're not allowed overtime, and I'm over [inaudible] over right now [laughs], so that's okay. That's all right.

[End of audio recording.]

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PROVO 009699

# EXHIBIT “B”

**Transcription of Conversation  
between Deanna Thorn and  
Richard Hales  
9/9/10**

Thorn But just all kinda goes in one story.

Hales Oh yeah.

Thorn You know?

Hales Yeah.

Thorn And so, I called Larry DiMartini myself and I says, "Larry, it's for sale. Do you want to buy it?"

Hales When was this?

Thorn In uh, '03.

Hales Oh, so it's a long time ago.

Thorn Yeah, and uh, he came right over. And yeah, he wanted to buy it. Well it ended up he wanted to buy everything and \_\_\_ (inaudible) uh, he said, "I'll give you a living estate in your home and I'll buy all the property from you." And I had to turn around and um, he couldn't borrow all the money and so I give him a \$100,000, you know, so—

Hales (Inaudible).

Thorn —start pay, yeah. And start paying me off in so much a month on that which he didn't do. And then he found out fruit is hard business. And you have to be there. And—

Hales So, is this when you sold the Brand X?

Thorn Well, yeah, this is when I sold Brand X to Larry DiMartini.

Hales Okay.

Thorn He was the first buyer.

Hales Yeah.

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Thorn And then, Larry didn't want me anywhere helping him or anything I suggested was 'I was stupid. I was a woman and I didn't know anything.' And he got involved with Steve Turley because they're related.

Hales That's right. Yeah.

Thorn Yeah. Turley's wife and Chris's wife are cousins.

Hales Okay.

Thorn And so they got involved together but I didn't know Steve Turley and uh, the next thing I hear it's been sold but I don't know how they sold it without me signing off because I still own 10% of Brand X. I still do.

Hales Yeah.

Thorn Because I never ever signed off and the title company is liable for that, too. But he went ahead. Those two just hammered it all out and the next thing I know, Steve Turley owns it. And then the next thing I know—

Hales Well, so theoretically if you're looking at it from, so, it, you own 10% of Brand X and you own, and you were, you had funded, you have —

Thorn I, hundred thousand dollars.

Hales Hundred thousand, so.

Thorn And, because I couldn't live on—

Hales So did Turley buy the 90%. He couldn't have bought yours, could he?

Thorn He did.

Hales How, that's where I'm—

Thorn That's where it's all screwed up is over that 10% of Brand X I still, still own to this day. I have never signed off on that 10% but they ignored me and went on and went on—like I didn't even exist. And so if it all went back and if it goes back, I still own 10% from when Larry bought it from me.

Hales How did Larry come out of the deal? I mean did he—

Thorn Larry just absolutely quit paying me.

Hales Yeah.

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Thorn My son died. Travis died in '06, in May of '06, and by September Larry just dissolved the contract. He had a viable contract with me to pay me so much still a month. He quit paying me and I heard through the help that Turley says, 'Well, I'm not paying her.' And he hasn't. He hasn't give me a dime and yet a title company called me and said are you sure he didn't give you money? And I says, yeah. I'm sure. Nobody's givin' me money!

Hales (Laughter.)

Thorn If I had money I wouldn't be trying to live on Social Security, you guys. And uh, but Turley still gonna—he paid me.

Hales Mm.

Thorn Mm.

Hales Interesting.

Thorn Yeah.

Hales So let me ask, so. If Turley owns this property, how is he letting you stay in this house?

Thorn You know, I don't know. Well, --

Hales Do you see what I'm saying? Then the—

Thorn Yeah, I do. Yeah, I do. But he's tried like crazy to get me out of here.

Hales Oh, okay.

Thorn And uh, his attorney was Dee Bradford.

Hales Right.

Thorn And Brady.

Hales James Brady.

Thorn Mm hm. And James is now a judge, isn't he?

Hales Yup.

Thorn But anyway, the word I got was Dee Bradford wanted—I'd heard from another attorney that he would sell his mother if there was a nickel to be made. And Dee

Bradford said, 'I'll throw her out of there.' And Jim Brady says—'cause I've known them boys since I opened Brand X.

Hales Oh yeah.

Thorn He said, 'I will not let you throw her out that house.' James Brady stood up for me. And so then, they did, uh, send me notice of foreclosure. And I didn't move. I just totally ignored it.

Hales Yeah.

Thorn 'Cause I said, 'No. That's not right, you guys.' And so I don't know—it's such a convoluted story and I don't know how I got to stay here but I'm staying.

Hales Oh yeah. And (inaudible).

Thorn I'm staying because um, -- it's not right.

Hales Now there's (inaudible word) lawsuit? Is there a lawsuit between you and Turley?

Thorn Mm hmm.

Hales And who, who, are you the defendant or is he?

Thorn I'm probably the defen—let me get this letter that I just got from Rich and those guys. Oh, he said he's paid me in the fact that -- oh then I had to uh, when DiMartini quit paying me, I had to sue him.

Hales Yeah, right.

Thorn And \_\_\_ and I were in court and I got a judgment. Of course, and he hasn't paid me a dime on that.

Hales Yeah.

Thorn And uh, the other day I was out with Kurt Tussey (phonetic) and Rich Hill and um, Kurt says well we oughta try and go after Larry to make him start paying on that judgment. Turley v. Thorn.

Hales Yeah, see you're the defendant in this.

Thorn Yeah, you sign \_\_\_ of the claim. I didn't ever, oh he's trying to say I signed over everything to him. Turley is saying that. Did you know that?

Hales Yeah. You haven't signed anything with Turley.

Thorn No, I haven't. Well, no, I did sign one thing with him.

Hales What was that?

Thorn And that was uh, he came to me and just begged me to uh, come back and run Brand X.

Hales Oh, okay.

Thorn And um, he hounded me and hounded me and hounded me. And, I mean I was broke. I'm broke. And so, I had to do something and I says well, I'm not able but I will try to do, do it because I need the money and uh, I signed a lease agreement with him to run the store. And before I got it signed, that Matt—who works with Turley over there—

Hales Matt Chantry?

Thorn Yeah, he came over here. I don't know how many times in a week but 3 or 4 times in one day and needed that signed lease. Needed that signed lease. And finally I give it to him. And then it seems like, right the very next week, I told Turley I would do it but I couldn't clean it up myself. And like the next week, here were all these guys out there cleaning up the store and going to work full, full bore on it and I said well, I did to the people here, I says well, it looks like Turley got somebody in there to clean up the store for me. And they didn't ever come near and so I went out there one day and I says hey, you guys. I see Steve got you to clean up for me and they looked at me and says what? Why we're open Charlie's Boy Barbeque here. But he had them signed up on a lease prior to that because he had kinda told me about this barbeque people. They wanted to get in there and run it, you know, as a barbeque place and I think he had them all signed up forever he kept dogging me. He wanted my signature on something. And then he had it. When I sign—

Hales Do you all have that document anymore—you gave it to Chantry?

Thorn Mm hm.

Hales Interesting.

Thorn Yeah. And when, as soon as I gave him that signed lease I never saw him again. Steve never called and said I've leased it to Charlie Boys. Nothing. I never heard a word from him ever about it. He didn't ever bother to call and say I leased it to Charlie Boys, nothing!

Hales Mm.

Thorn I never seen your—I never saw him out here even. I didn't even see him come after the rent money.

Hales What—

Thorn I mean he's just uh,—

Hales What do you think you signed? Do you know?

Thorn Well, I signed anything that I think he put on other copies of things.

Hales Do you?

Thorn I do. Uh, now where's that letter that I wanted the copy of that uh, oh right here. I know that I never signed a paper like that, ever. Never did I ever sign that. I mean I'm stupid, but I'm not stupid enough to give him everything I was to get, you know, from the judgment and everything and he, and that's what he's saying is I give him everything that I got in the judgment. 10:28 Money and all. If there was ever any money. I think he goes over there, designs upholstery and types his stuff up and then copies the signature on a Xerox machine someway. I know they can do that. And uh, added it at the bottom.

Hales So this saying that the money that, that Larry DiMartini owes you, you signed over to Turley.

Thorn Yeah, that's what he's saying. Yea.

Hales You would, I, I, you'd never sign that document.

Thorn No! I'm not out of my mind, totally, yet.

Hales (Laughs).

Thorn But, I, I very nearly am getting close with this mess.

Hales Yeah.

Thorn But yeah, I couldn't believe it when uh, I had never seen that paper and Rich sent it to me. He'd sent it to Rich but he won't produce the original.

Hales He won't produce the original.

Thorn No, Rich told me that he will not let him see the original paper.

Hales Hmm. And Rich Hill is your attorney.

Thorn Uh huh. Rich Hill and Kurt Tussey (phonetic).

Hales Okay.

Thorn And then see Rich got cancer in the middle of this and, you know, his, his heart wasn't in it and I can see why.

Hales Oh yeah.

Thorn And so it just went on hold, you know, and nothing happened, nothing happened, nothing happened. I just kind of go on existing here on social security.

Hales Yeah.

Thorn Would you like a Coke?

Hales No, I'm really good, thank you.

Thorn I'm gonna have fun. I had to finally get my teeth pulled and I'll tell you these false teeth, they're not easy to get used to.

Hales Uh eh?

Thorn Yeah, mine just crumbled and fell apart when—well, I've been through enough stress to—

Hales Yeah, yeah.

Thorn Yeah.

Hales Well I sure remember you bi-boppin' around over at the Brand X for years (laughs).

Thorn And I'm so slow now that—

Hales Yeah.

Thorn —I can't bi-bop anywhere. Without a crutch.

Hales Yeah.

Thorn And then, uh, ya, old uh, Dee Bradford wrote me a letter and uh, that's why Rich wrote back to him and says you could go before the bar for even contacting her, Bradford.

Hales Yeah.

Thorn But see Dee was \_\_\_ Gordon's lawyer, too. To start with. And uh, I think he thought he could get away with it. I do think Dee Bradford thought he could get away with it like he did for Eric.

Hales Mm hm.

Thorn Mm hm. I do. 'Cause he didn't forget that he'd been his lawyer when all that mess went down. Now I know that Charlie and Bradford met with uh, Rich and Kurt not very long ago and uh, they did say to me, I don't know if I should even say this—but they did tell me the other day when I was out seeing them that Dee Bradford kinda set there in a fog about some of it, like they had no idea that, of what, maybe Turley had done.

Hales Well is Dee even representing Turley any more?

Thorn I don't think so. Isn't it Craig Carlisle?

Hales Craig Carlisle is everything I've seen.

Thorn Mm hmm. But he was with uh, Turley, over at that meeting. And I know that was during the last 30 days.

Hales Carlisle was or Bradford was?

Thorn Bradford was.

Hales Bradford was.

Thorn Mm hmm.

Hales See, and Bradford's over there by himself now since Brady's left, right?

Thorn Yeah. Well, he's got some new people.

Hales Has he?

Thorn Yeah, well, his stationery said so.

Hales Oh yeah. So--

Thorn But I don't know.

Hales --the nuts and bolts of all of this, when it comes to Turley is that he, you believe that he's fraudulently taken your signature to obtain this property?

Thorn I do. I truly do.

Hales And your relationship with DiMartini's stressed, I'm assuming.

Thorn Oh, we don't speak. Do you know that after he—he was pretty good friends with me because I'd put a lot of money with him through Travis—

Hales Oh yeah.

Thorn --and uh, boy I tell you the minute the papers were signed he blew me off like I was poison.

Hales (Inaudible) is Chris is his son, right?

Thorn Yeah.

Hales What about him? What--

Thorn He's a smart aleck.

Hales Is he?

Thorn Mm hmm.

Hales I, I, is he kinda runnin'—is he run the business now? Is he run the business now? Is he run the bail bonds now?

Thorn I don't think anything goes out there that Larry's not—

Hales Involved in.

Thorn --that Larry does not know and give the word on.

Hales Mm hmm.

Thorn Just like it always was and uh, I was gonna say something about that. I think Dee—I think Chris got rid of his lawsuit with uh, Turley.

Hales How?

Thorn I think he had him a lawyer and he says well, I really wasn't involved in this. And I mean he was. He was right here with his dad. But I think they were just trying to push it off on Larry alone, a lot of things, because I know that the minute Larry smelled a lawsuit coming he hurried and put everything in everybody else's name.



Hales Yeah, yeah.

Thorn And I'm sure that's where it rests today.

Hales I think I know the answer to this but why does everybody want your property, Deanna?

Thorn I don't know.

Hales I mean, a look, uh logistically, the geographic area, I mean I think everybody would, is probably beginning to, becoming very valuable fast.

Thorn It is. I'm sure.

Hales Where does your property, can you kinda—

Thorn It went down to that cement pipe down there, that's down to those big telephone poles—

Hales Uh huh.

Thorn And right there is the line.

Hales The hedge?

Thorn Mm, and it goes all the way down.

Hales And your property bordered Provo City?

Thorn Mm hmm.

Hales K.

Thorn Yes, it did.

Hales Why would Turley want this property? 17:20

Thorn I don't know. And he's the one that had all these rocks and dirt and stuff brought in here. He was \_\_\_\_ -- and made such a mess out back. I mean--

Hales Yeah.

Thorn I don't know. I don't know.

Hales So what's next for you as far as the lawsuit thing, have you heard?

Thorn I don't know for sure. I really don't know. Trying to decide what to do, I think. The last I heard was well maybe we ought to try and go after Larry to—

Hales To get the money.

Thorn Yeah—

Hales He owes ya. He owes a \$100,000 and something thousand.

Thorn Yeah, to get the, yea, to get the judgment at least.

Hales We don't know if Turley paid off DiMartini do we? I mean, do you see what I'm saying? 18:18

Thorn Yeah. Well, one of them didn't pay the withholding taxes and for years I was getting letters from the IRS. I was being billed for their 2004 and 2005 withholding taxes. Yea! How —

Hales For property tax or for something else?

Thorn The withholding taxes on that employees—how, I don't know why I kept getting the bill for it. I'd sold it in '03.

Hales Yeah.

Thorn And I got 4 and 5 and Rich and Kurt had to clean that mess up, too. And I don't know that the IRS was ever paid.

Hales What about the property taxes. Who's been paying the property taxes? (Inaudible word).

Thorn Larry paid 'em once that I know of, but I don't know. I don't know if they're being paid. They might not even be being paid. And so, I don't know. Whatever happens when they don't pay 'em—doesn't the state come in and take it?

Hales Well, obviously not. Yea—county. Country property taxes.

Thorn County. Mm hm. Yea. So I don't know.

Hales And the Charlie—the barbeque place, what happened to it?

Thorn Well, they uh, were way over-priced —

Hales Yeah.

Thorn --and way-underfed. They, if they wanted to make money they'd cut the portions right down to nothing. And uh, I didn't like their barbeque. It was really too vinegary and I saw where you could get a family meal deal for \$32 or 3 dollars and that doesn't fly in this end of Utah county.

Hales Not in Springville.

Thorn Yea. So I mean it was out there on the menu board--\$32.99 or something and I thought 'my gad, I wouldn't pay that for your food.' Their food was all boughten. Everything they did was bought and they served baked beans. Yea. They had Van Camp's Pork and Beans and that's what they served for Baked Beans. Their salad was right off the truck. They didn't try to even do anything to it. And they didn't do anything to the beans. And their sides cost a lot, like \$2.95, \$3.95 for a small portion.

Hales Yeah.

Thorn Somebody says one time they came here for lunch and it cost a single guy 11 dollars.

Hales Yeah, that's too much.

Thorn Oh yeah. Five bucks is about the limit. Maybe six now.

Hales Six nowadays. Yeah, and you, well and you put, in that—that's, that's for the food. I think you could probably shoot at 8 if you bought a drink but that's about it.

Thorn Yeah.

Hales That's, that's pricey, even today.

Thorn Oh yeah. At 8, yeah, that's, you can go to Chuck-A-Rama and have a full meal for that.

Hales Mm hmm.

Thorn And most places.

Hales So how long is, how long has Brand X been vacant?

Thorn Oh. Is it gonna be two years in November?

Hales Or just a year. I think it's just a year.

Thorn Or a year, isn't it?

Hales           Probably just a year.

Thorn           I think so.

Hales           Yeah.

Thorn           I think they tried to run it until about Thanksgiving time last year. I honestly can't remember. I try never to look out there.

Hales           Yeah. That's your whole life now out there, isn't it?

Thorn           Oh, yeah and I mean it makes me sick. Somebody broke into it and I could where they'd been in the window. There is no equipment. There is nothing in there.

Hales           Mm hmm.

Thorn           I know that Steve took out the grill and the fryer and all that kind of stuff and then they took out all their convection ovens and probably took 'em back 'cause they closed the one in Lehi, too.

Hales           Mm hmm.

Thorn           And so there's nothing in there.

Hales           Mm.

Thorn           The fridge, maybe, that was Larry's. I don't know. But I'll tell you, being it being dirty and bad food and over-priced, they were never busy. Uh, Caleb told me that the only way they stayed open that one summer was on the cater—they took that pig around and catered barbeques—

Hales           Yeah.

Thorn           And he told me that's the only way they stayed open that year.

Hales           Wow.

Thorn           And that was maybe once a week.

Hales           Yeah.

Thorn           Yeah, so I don't know—

Hales           Hm.

Thorn --how they stayed open, but, it was so strange. Christine had pulled up The Brand X on the website and it said it used to be the best place in the world to go eat.

Hales Mm hmm.

Thorn But boy, avoid it like the plague now.

Hales (Laughs).

Thorn That's what they said, and that's the truth.

Hales Yeah. Ya, I had uh, my uh, my oldest son is adopted—

Thorn Oh \_\_\_\_.

Hales --and he, his grandfather, (laughs) his name is Bill Duncan—not the Bill Duncan from around here, but a Bill—he, he was from up in Murray—

Thorn Mm hmm.

Hales And uh, uh, he, he was, as his year went on, his health got really bad; as all of us—

Thorn Yeah.

Hales --but he would purposely drive down here to get a hamburger.

Thorn Yeah. A lot of people did.

Hales All the way from Salt Lake. It was an event for him to come down here.

Thorn We had a guy that had Parkinson's disease. He and his wife drove from Ogden—

Hales Mm hmm.

Thorn --and they were here about once a week.

Hales Yup. He'd come down at least once a week to get a hamburger. It was a big deal—

Thorn Yeah.

Hales Big deal.

Thorn It was for these people, too.

PROVO 009639

Hales Yeah. And it was because of the food.

Thorn Oh yeah. Heavens yes.

Hales The food was awesome. Yeah.

Thorn Yeah. We had a lot of people—we had a nice, nice couple from down in Helper and Price and she was the, she was the, she was a Loudermilk and they always stopped here and ate.

Hales Yeah. Construction. Loudermilk Construction. Yeah.

Thorn Yeah, they even brought me a, a thing from Tucson, Arizona, a painting of a, an ex-cow or something and another guy gave me a picture that he'd painted years ago in college and it was a cow standing in the field with a red 'x' on it.

Hales (Laughs).

Thorn That was what's-his-name from Salem. Um, oh I can see him, him and his wife. And I can't tell you their names right now but he was a great artist because he even did Oprah Winfrey's painting that hang in her—

Hales Really. Her office?

Thorn Yeah.

Hales Wow, that's incredible.

Thorn Yeah, they were nice, nice people.

Hales Yeah.

Thorn I've often wondered what happened to some of these people. The last I knew, the Loudermilk lady, she had cancer.

Hales Mm.

Thorn Yuuup.

Hales Well, this, this, when you signed that lease do you remember when that was you signed that lease, or the—thought what you thought was a lease anyway?

Thorn Yeah.

Hales What year would that have been?

Thorn Mm.

Hales It obviously, probably '07?

Thorn No. Just before these guys opened. Maybe '08?

Hales 2008?

Thorn It's ten now—

Hales Yeah.

Thorn --going on 11.

Hales Is this, this, this assignment of claim document that's here, it's, you say you've never signed, that's dated June of '08. 25.54

Thorn I mean I've never seen it.

Hales I'm wondering if—is that, do you thing that's where, you think that's an '8' there?

Thorn I don't know if it's an 8 or a 5.

Hales Five. I was thinking I wonder if it was a five.

Thorn Me, too.

Hales Date—dated—

Thorn June of '08.

Hales And so what I was wondering is if you assi—when you signed that lease agreement you assigned it in '05.

Thorn No.

Hales Just tried to—

Thorn I didn't sign that lease in '05. It wasn't that soon.

Hales No.

Thorn Uh, it was just before these guys opened up.

Hales Yeah, because they came in shortly after and started cleaning things up--

Thorn Like the next week.

Hales --thinking you were gonna open Brand X again.

Thorn Yeah. And they were here, what a year? Year and half, maybe?

Hales Mm.

Thorn Mm. Yeah, but no, it wasn't in '08 or '05 that I signed that lease.

Hales They just sent this to you in July of this year.

Thorn Oh, yeah.

Hales And this where, this is where Richard chastises Dee Bradford.

Thorn Yeah. Mm hmm. 27:17 Yeah, because he had sent me a letter and uh, said that if I thought I had anything, if I owned anything over here or like had a living estate or anything I'd better make it known right then and I guess Rich Hill (phonetic) and them responded to that and said she does have a living estate there. But Dee was fighting that saying no she doesn't.

Hales 'Cause they wanted you out.

Thorn Mm hm. (Inaudible). And meanwhile, Larry just goes on life like normal. I guess he's still selling bail bonds and he never worries about ever giving me a dime.

Hales Well, I haven't tried to call Chris. Now I know why he wasn't calling me back. (Laughs).

Thorn Chris, uh, DiMartini?

Hales Mm hmm.

Thorn Mm. Oh, he thinks he's off the hook. Chris does.

Hales Mm hmm.

Thorn I ran into him in the drugstore over in Provo and that's what he told me—that he got his solved and he's off the hook with Turley. Of course he indicated that, you know, it was kind of hard to go to family reunions when there was bad blood between them. Was he—DiMartini and Turley shared an office together, and computers, and uh, then one got mad at the other and then left.



Hales           Hm.

Thorn           And so I don't know but, but I know I never signed that assignment. Mm mm. That's something that Turley has typed up again. Larry is the one that sent me on the path. One time I was talking to Larry. I guess I shouldn't have been, and he told me that he was sure that Turley had forged on his and I come home and started —

Hales           Did—

Thorn           --putting it together and I got thinking, you know that's what he's done to me, too.

Hales           See, and, and I guess so, and Turley has sued DiMartini as well, hasn't he?

Thorn           Yeah.

Hales           Which is the same, which is what he always does anyway.

Thorn           Mm hmm.

Hales           He just sues everybody.

Thorn           Oh yeah. And then uh, Trudy Childs came here and said to me, "When are you going to be moving out? I'd like to move in next week." And Turley had told her that I'd be moving out right, right then.

Hales           Well that was before he scammed her.

Thorn           It was right when he was starting to scam her and she was getting a lawyer and I told her I'd be moving out of here when they hauled me out of here in box. 30:52 And she clued me how bad he'd screwed her over and so then I knew it, that what he'd done—you know, basically, and then uh, last year just before last Christmas, uh, Melanie McCord called me and she says I just found out about you and Steve Turley and everything and then I went to the lunch that they had over there and they were 8 or 10 of us sitting there. 31:22.

Hales           Yeah, this was a lunch that Melanie had for all the people that were associated with—

Thorn           Mmm, quite a few, yeah. And Chris DiMartini was there, too.

Hales           DiMartini, Trudy was there and Rory?

Thorn           I didn't see Trudy but there were other people there. I didn't know 'em but there were other people there. There was probably 8 or 10 of us.

PROVO 009643

Hales            Hmm.

Thorn            And everybody had a beef. About Turley.

Hales            Yeah. So, so to make you whole again, you really, just need the money that's owed to you from DiMartini.

Thorn            Well, yeah.

Hales            Because you were pay—DiMartini did pay you something, 'cause, didn't he?

Thorn            He paid me a little to start with and then he just up and quit.

Hales            Yeah.

Thorn            Yeah, I need the money to be whole and I, and not move; not have to be worried about having to move out of here all the time. I would like to paint the outside of the house. I don't want to waste my money, what little I've got, if I'm going to be evicted.

Hales            Yeah.

Thorn            My sprinkling system needs some work. Well, why would I go out and work the devil out of that and worry about it. You know?

Hales            Well, you sh—it looks nice though. Yeah, I --

Thorn            Well, I carry the hose forever.

Hales            (Laughs).

Thorn            Ah. The sad thing is is Rich and them asked me last week if I really wanted to stay here or if I wanted to move into a condo and I know the smart thing would be to move into a condo but I just can't move yet. I mean it's hard to be faced with you can't keep up and you need to move where somebody else can do it and I raised my granddaughter—

Hales            Yeah. She's staying here with you—

Thorn            And she's 14. She's always lived with me. And—

Hales            Now this, is this Travis' daughter?

Thorn            Yeah, and her mother lives in American Fork and so it's around—I have got to get a paper that gave me guardianship of Christine.

Hales How do you pay for—how, how is, is Christine's \_\_ insurance? Does she have any kind of?

Thorn She has Medicaid. And that came through Travis.

Hales Mm hmm.

Thorn But Evelyn gave up rights to Christine years ago and she gave it to Travis but he was sick enough that they had to know she was givin' it to me. You know. To raise her. And boy did she wash her hands of her. So I've gotta have some kind of a paper before I can get her into school this year. She's gonna be in high school.

Hales Where is, where is she now?

Thorn Upstairs.

Hales Oh, is she?

Thorn Yeah, she wanted to go to Provo so we went over yesterday and talked to them at the Provo High School and they said well bring us your paper about real guardianship. Well, everybody has known that I've raised Christine.

Hales Mm hmm.

Thorn And so I don't know who to go to to get it and I can't find mine. Who would I go to?

Hales I don't know the answer to that.

Thorn 'Cause they've gotta have something at the school.

Hales Oh, absolutely.

Thorn That says —

Hales That you're—

Thorn I'm the legal guardian.

Hales Yeah. Well, had, and her mom, will she sign the document?

Thorn I wouldn't talk—I wouldn't even ask her. Uh, we just don't see her and if she ever calls Christine—the only thing she can do is belittle her and she has Christine crying within 10 minutes after she's seen her.

Hales What about her grandma and grandpa on the other side? Christine's (inaudible).

Thorn They're dead.

Hales They're dead. So you're all Christine has.

Thorn I'm it. Yeah. I'm the it.

Hales Can Richard help you with that?

Thorn Yeah—I, I'll have to call him and see if he can. The lady over in Provo yesterday asked me if it was decreed in the divorce. Mike Petro (phonetic) got his divorce for him. I'll have to check.

Hales Mike could, maybe Mike could help you.

Thorn Mike can. Mike and I stayed friends over the years.

Hales Mike's a good guy.

Thorn He is a good guy. You know Bryce, my husband, is the one that found Lou Petro and Bryce and Lou had been friends for years and years and he told Lou to get rid of that damn pearl handled gun before you kill yourself or somebody.

Hales Mm.

Thorn Yeah.

Hales Mike's good. His daughter's—he's (laughs), his having a hard time with —his daughter's, I guess is dating a gal—a guy that goes to BYU and he's having a hard time being a BYU fan. (Laughs).

Thorn I'll bet.

Hales He's played—I guess his daughter's dating a boy that plays for BYU.

Thorn Plays.

Hales Yeah, plays football for BYU and so you don't \_\_\_\_ and Mike's a –

Thorn Catholic.

Hales Yeah, and an avid Utah fan. (Laughs).

Thorn Oh yeah. Heavens yes.

Hales I would check with Mike and see if—

Thorn I'll call him. Didn't he move, he's moved out of um, --

Hales Oh has he? I didn't know that.

Thorn Young \_\_\_ Petro.

Hales Has he?

Thorn He's down on Fifth West. He and Nielsen.

Hales What Nielsen?

Thorn I don't know.

Hales 'Cause I always thought, every time I've ever tried to talk to him he was always there across the street from Provo PD.

Thorn Well, I know, but just recently I saw the name Petro and Nielsen down there next to that Check City.

Hales Really?

Thorn Yeah, and uh, I heard something about he was never getting his messages and it just sounded—there were too many people always around—well Young put in so many attorneys in that building now I can't believe it.

Hales He's got his boy in t here, too, I think.

Thorn And his wife. The boy and his wife.

Hales Yeah.

Thorn And uh, and a bunch of others—people I've never known. But anyway, I heard that he had moved. They're not enemies or anything, it's just that Mike wasn't getting things done the way he needed to get it down.

Hales He needed a change. I didn't know that, wow.

Thorn Well, I guess. I mean I don't another Petro that's a lawyer in Provo.

Hales No, no, no, I don't either.

Thorn No. 38:06

Hales I see Mike once in a while. Yeah. I'd give him a call and just see if any \_\_\_ chance he has -

Thorn Yeah.

Hales --a file someplace; he has a copy of that divorce decree.

Thorn I'll have to.

Hales And if there's something in there that may be able \_\_\_ 'cause she needs to be in school.

Thorn I know. Well she started out on the computer school at that K12.

Hales Uh huh.

Thorn And they sent her a few books but they didn't send anything that she was studying. And so she'd get on the computer every morning and nothing. There was nothing there to do. And so I said you've got to get into school.

Hales Yeah, she needs to get her diploma.

Thorn Well, yeah, if she wants to.

Hales Yeah.

Thorn And they're dragging their heels because I'm dragging mine, I guess. Well, I didn't know they would require that. You know.

Hales I, yeah. I wouldn't, of course I've never had to worry about anything like that so, yeah, but I'm sure they have to have something.

Thorn Some documentation. Yeah. I mean I can stand and tell 'em that I'm -

Hales She (inaudible).

Thorn She has for 14 years.

Hales Mm hm.

Thorn I've put her through all the schooling she's had. Her mother never did. Never will.

Hales No.

Thorn Her mother—

Hales Up until—where's she gone to school up until then?

Thorn She went to school at Meridian—

Hales Oh.

Thorn For years and years.

Hales Private. I heard they closed.

Thorn They did. And then she went to Freedom Academy, one year, last year.

Hales Hmm. 39:30

Thorn And they were just up to, through the 8<sup>th</sup> grade. And so this year we had to find something else. So, --

Hales She wants to go to Provo, huh?

Thorn Well, she really wanted to go to Timpview but, that's, no, I don't think so. It's too big. I mean the schools she's been to have been small and I think she'd be lost up there. I went up there and I was lost.

Hales Yeah.

Thorn So, she'll be better off at Provo. It's easy for me to get to Provo. Easier than getting her up to Springville.

Hales Oh yeah.

Thorn I mean, really. So, I dunno. So you know what I gotta do today.

Hales Yeah. Well, I'll let you get going on that.

Thorn Well.

Hales Let me just—what's, when, what's your date of birth, Deanna?

Thorn 1/8/44.

Hales 1/8/44.

Thorn Yeah.

Hales And your cell—what's your cell phone? I got your home phone number.

Thorn Oh, it's 400, 6795.

Hales 6795.

Thorn Yeah, but you know, \_\_\_\_\_ most the time.

Hales (Laughs).

Thorn But she was good to give me the messages.

Hales Well, I'll, I'll, just—if I need to get ahold of you, I'll call the house.

Thorn Well, yeah, but, I've got to get me a different phone. This phone is so complicated, I can't run it. And I can't find out who's called the house.

Hales Yeah.

Thorn Because it's locked in somewhere else.

Hales Yeah, I called and left a message—

Thorn And I've got two or three phones that have different, it's all the same phone system but they all do different things. I can't memorize one way of getting it done.

Hales All you need is just one phone.

Thorn That's all I need and I'm gonna go buy me one over to Target today. They've got one for \$49 and I'm going back to the old caller ID 'cause I knew how to push that button and see who'd called.

Hales Yeah, yeah, yeah, yeah. Well, that's, that's me, right there. And uh,--

Thorn Okay, I told that Richard, Kurt that you were coming over this morning.

Hales Oh, cool, yeah.

Thorn So they knew.

Hales When and I was, oh, what I'd really like is a copy of this but I hate taking your copy away from ya, uh and I mean if I took it I'd promise I'd bring it back to you but I don't want you feel uncomfortable about giving me that so.

Thorn Well, I'm not uncomfortable giving it to you if you'll just get it back to me.



Hales Okay. I, I drive by here all the time.

Thorn Well, I figured that you would. Yeah, go ahead. You can copy all that stuff if you want.

Hales And then Richard, I, I may end up having to talk to Richard, too and see—

Thorn Oh yeah.

Hales (Inaudible).

Thorn Well, they, I called them to see if 42:03 uh, they wanted to be here or if we should meet over there and Richard says well, just go ahead and meet with him and tell the truth and I said well, I thought I would.

Hales (Laughs).

Thorn So anyway, but he said well, he thought this would just be kind of a preliminary get-started thing (inaudible).

Hales Yeah, yeah.

Thorn Well, how many people are really out to get Turley off the streets?

Hales Well, there's, there's a few. There's no doubt about it. There's a few. The thing that, I'll, I'll tell you exactly what's gotten me involved. What got me involved was we had received a complaint some time ago but we didn't act on it. We kind of sat on it—

Thorn Mm hm.

Hales --and then uh, then this Trudy Childs thing came up—

Thorn Yeah.

Hales --and we started looking at that and I thought let's, let's – because it is convoluted, like you said.

Thorn Yeah.

Hales So what we did initially, and this was my idea, is what I just, I just took the Trudy Childs situation—

Thorn Yeah.

Hales Well, I went into it in depth and there's some problems there but I'm not sure that we can prove criminal, you know, to make the leap over the top. Civilly, I think she's, I don't see how she can lose.

Thorn Yeah.

Hales Okay, but anyway, I don't know—I, I, but—

Thorn In front of a jury you never know.

Hales Yeah, that's right. So what I, so what happened was is to get, because criminal, we have to hope we're held to such higher standard—

Thorn Mm hm.

Hales --we, we couldn't make that leap and so I was thinking well, it's time to get Deanna Thorn involved. I got a meeting set up with the Taylors at Carpenter Seed (phonetic), you know and if—

Thorn Yeah, they lost, too.

Hales Yeah, so what I'm saying is if you take your issue, you take the Taylor's issue, you take Child's issue—

Thorn And a few more. It's all the same.

Hales And it's—makes sense.

Thorn And all of 'em start over a bad property description.

Hales Yup.

Thorn That's what he goes for.

Hales And the city, so to, to prove the scheme —

Thorn Yeah.

Hales --I have to show that bad property description; I have to, you know, and then—

Thorn Well see, that's what he used on me and that's what he used on Trudy and that's what he's used on—

Hales Taylors.

Thorn Taylors. Yeah.

PROVO 009652

Hales So if he's done it, you, you know—three strikes and you're out.

Thorn Yeah.

Hales And you, I think we can, I think we can prove the scheme.

Thorn Yeah.

Hales He's done it to you, he's done it to the Taylors, he's done it Trudy.

Thorn Yeah, he has.

Hales And that's the scheme.

Thorn Yeah, it is.

Hales That's the scheme because Trudy's saying the same thing. Trudy's saying yeah I signed the document but I didn't sign *that*.

Thorn Yeah.

Hales It's the same story you have and that Exhibit A, she calls, legal description—

Thorn Yeah.

Hales --and, and who in their right mind, any of us, would take a \$30,000 loan and secure it with 2.5 million dollars worth of property.

Thorn Nobody.

Hales Nobody.

Thorn Nobody.

Hales It doesn't make any sense. That's not, that just, that doesn't pass the test.

Thorn Well, that's him. 45:01 He does not make any sense.

Hales Yeah.

Thorn I mean, in his own mind he does but he's not, he's a problem solver.

Hales (Laugh).

Thorn Did you want to barf when you read that in the paper? I did.

Hales Yeah. Yeah.

Thorn Mm. I did.

Hales Yeah, yeah. He, that, and so, that's, that's what I'm saying. If you took the one incident by itself, even your incident by itself, I think we'd have a hard time pushing it over the top to a criminal charge.

Thorn Oh yeah. Yeah.

Hales But if you take this one and this one and this one and this one—

Thorn It's all three on the same page—

Hales --(inaudible) and that's what, and frankly that's what Melanie McCord's been trying to do forever.

Thorn Yeah.

Hales I think she's just chosen, I think she's chosen the wrong forum to do that in.

Thorn Yeah, but she's right. She knows him by heart.

Hales Yeah, I think Melanie's on the right, on the right—

Thorn She knows him.

Hales Yeah, she's on the right thing and that's why she, that's why he's—I wouldn't say that he's afraid of her but that's why he's trying to drag her to court.

Thorn He ought to be. He ought to be.

Hales Yeah, yeah.

Thorn 'Cause I know now her lawyer is over there with Rich.

Hales That's uh, Quisenberry (sp?).

Thorn Is it Quisenberry?

Hales Yeah, Quisenberry. Brad Quisenberry.

Thorn Mm hm.

Hales I know Brad. 46.20

Thorn Well, he needs caught.

Hales Yeah, yeah.

Thorn This has been living hell for me.

Hales (Inaudible).

Thorn For years.

Hales See, and the other issue here with you is that I think this loss, the statute allows law, there's a law within the state called exploitation of a vulnerable adult.

Thorn Yeah. And hey.

Hales I don't mean to be—

Thorn I had to lose everything I'd worked for all my life.

Hales Yeah.

Thorn And it took the rack from Eric and then here come DiMartini and then Travis died and then that same year my father died.

Hales Yeah.

Thorn And in um, '01 my mother had died. And I was a widow working, working alone and yeah. I had, I was vulnerable. I'll be the first to admit it.

Hales And I think—

Thorn And raising Christine was a full time job.

Hales Yeah, yeah. Well, she ought to be real thankful to have you.

Thorn Oh, she is.

Hales Yeah.

Thorn She is.

Hales Yeah.

Thorn But she's at a rough age.

Hales Yeah.

Thorn We're just going into it.

Hales Yeah. That's a challenge. My old—my youngest is 16 so I'm starting to—she's st—

Thorn Oh, it's starting to end for you.

Hales Yeah. And you know I've decided that—my oldest is 26. He finally started seeing the light about 24. Twenty-three, 24 (laughs). He's always been a great kid but he's starting to think—

Thorn Finally think on his own.

Hales Yeah, he's doing really well, he's doing real good and then I have another boy that's up at Logan, that's 21. Twenty-one in Logan, that's a scary thought. (Laughs).

Thorn Oh, kids are (inaudible)

Hales Yeah, yeah. Well, I've been fortunate. I've been truly blessed 48.23. I've had good kids, so.

Thorn Well, she's a good girl.

Hales Yeah

Thorn She has been a real good girl for me. But, boy I tell you, it could get rough if she takes after her mother. I just hate her to even see her mother.

Hales Yeah.

Thorn Because her mother just is so damaging.

Hales Mm.

Thorn What she says to Christine, she ought to have her tongue ripped right out of her head.

Hales Really? That's just awful.

Thorn It is. I mean it's horrible what she says to Christine. And for no right, no reason.

Hales Yeah.

Thorn I think she can't stand that Christine's a good girl.

Hales \_\_\_\_ got potential.

Thorn She would like to try and make her like her. And I would not want that. No.

Hales Where did Travis run into—meet her?

Thorn Oh my gad. He ran into somewhere and she had a dog that he wanted and I always told he married the dog to get the dog.

Hales Yeah.

Thorn And he says, you're right.

Hales Mm.

Thorn She was out of California just up here bumming, doing nothing. Like she a—like she's still doing.

Hales Hm.

Thorn She just lives with one guy after another.

Hales Oh, that's too bad.

Thorn It is. It's sad.

Hales Well, there's no future in that and hopefully Christine sees that.

Thorn Mm mm. Yeah, she sees it right now. She don't like to be even near her.

Hales Yeah.

Thorn 'Cause she \_\_\_\_ point where she says bad things back to her and I mean you know. I don't blame her though. Her mother has a wicked mouth.

Hales Hm.

Thorn Hm.

Hales Well, alrighty. I'll get these back to you this afternoon. If they're not home—do you want me—if you're around do want me to, can I slip 'em under a door or something?

Thorn Come around on this back porch and just like set them underneath that coca-cola carton.

Hales Okay, I'll do it.

Thorn So that they don't blow away.

Hales Alright, I'll do that 'cause you're running off doing this stuff, I'll—

**End of recording.**

1156778

PROVO 009658



# EXHIBIT “C”

March 22, 2012

Mariane O'Bryant  
Utah County Attorney's Office  
100 East Center Street, Suite 2100  
Provo, UT 84606

Re: State v. Steven Turley  
Case No. 111101060

Brett L. Tolman  
ATTORNEY AT LAW

PO Box 45385  
Salt Lake City, Utah  
84145-0385

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84111

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Dear Ms. O'Bryant:

I am writing in response to your letter dated March 14, 2012 in which you seem to take personal offense with my continued requests for full discovery in this case, accusing me of impugning your personal and professional integrity and attacking my vigorous representation of my client as a "performance" at the hearing on March 6, 2012. I have attached the transcript from that hearing and you will note that the communications with the Court regarding discovery issues were professional and to the point, entirely devoid of any personal attack and solely responsive to the State's recently filed discovery responses to the defense's continued and multiple requests for discovery. As you have been informed, we believe there are additional documents and interviews which have not been produced. We believe there are personal e-mails between Richard Hales and other potential witnesses which have not been produced. We believe there are documents and/or recordings that you are claiming fall outside the scope of Rule 16 or are protected by "work product" privilege which have not been but we believe should be produced. It is regrettable that my statements to the court regarding the production of discovery in this case personally offended you. I am at a loss to understand why you lashed out at me personally or why you have chosen to otherwise personalize this matter.

Contrary to the representation made in your letter, I sent you a letter outlining concerns and requested communication with your office. Additionally, on four separate occasions we filed requests for discovery further conveying the need to obtain full discovery in this case. I have attached copies of the four requests for discovery as well as the letter I sent to you personally for your convenience. The first request, filed on August 31, 2011, was not responded to until September 28, 2011 and included roughly 10,000 pages of documents and over 70 audio files. After reviewing much of the discovery, we found substantial numbers of documents missing, and filed a supplemental request on December 12,

Ms. Mariane O'Bryant  
March 22, 2012  
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2011. No answer to that supplemental request was received. We filed a third request for discovery on December 21, 2011 along with a personal letter sent to you and not carbon copied to the Court, expressing my ethical concerns over aspects of the investigation of the case as well as my concerns that the State had not met their obligation under *Kyles v. Whitley*, 115 S.Ct. 1555 (1995), *Brady v. Maryland*, 373 U.S. 83 (1963), *United States v. Agurs*, 427 U.S. 971 (1976), *United States v. Bagley*, 473 U.S. 667 (1985), *Giglio v. United States*, 405 U.S. 150 (1972), *State v. Knight*, 734 P.2d 913 (Utah 1987), and Utah Rule of Criminal Procedure 16(b). I also invited you to call or e-mail me so that we may discuss the matter. I received no response. On January 13, 2012 we filed our fourth request for discovery, to which no answer was received. On January 31, 2012, after our two additional requests, your office finally filed a response which included over 1200 more pages and over two hours of additional audio, much of which should have been produced at the outset. On September 28, 2011, the government indicated it provided "complete" discovery. But the discovery was not complete. Only after the defense's multiple requests did the government produce additional reams of documents and hours of witness interviews.

Upon review of your recently filed responses to our discovery requests, several issues were readily apparent and concerning to the defense. These concerns include, but are not limited to, the following: (1) that the State was still refusing to turn over communications by its investigator with potential witnesses (unaffiliated with the DA's office) in the case based upon a "work product" or other unnamed privilege, (2) that the State did not even acknowledge the existence of Mr. Hale's interviews of certain individuals such as Shannon Wylde and others which we have information to believe occurred and exculpate or mitigate the charges against my client, (3) that the State does not acknowledge the existence of and/or refuses to turn over e-mail communications by its investigator, using personal e-mail accounts, with potential witnesses in the case, and (4) the parties disagree whether Rule 16 requires the State to turn over other documents, notes or summaries identified by the defense as necessary to adequately defend Mr. Turley on these charges.

While I am discouraged that you have unfortunately taken these requests of the government personally, I believe the record reflects that such requests by the defense have yielded additional relevant and important information necessary to vigorously defend my client's innocence. I will continue to press for full discovery in this case which presents complex issues of both law and fact. While I hold you personally in high regard, I must question your motivation in sending such a letter and carbon copying

Ms. Mariane O'Bryant  
March 22, 2012  
Page 3 of 16

the Judge in this matter – especially after we were ordered to attempt to resolve these remaining discovery issues without involving the Court.

I acknowledge, based upon your letter, that you may not care for me, my style as a lawyer, or my representation of my client. However, I do not believe such feelings or the record in this case justify your disparaging remarks. I submit to you that your letter goes further toward violating Rule 14-301 than anything I have done or said in this case – especially since you were not present at the hearing and apparently did not order nor review the transcript—and thus lacked a factual basis for making such remarks against me. Further, I question whether your publishing such letter to the Court was done to improperly discredit me, my client and the defense of this case. Such conduct seems beneath a lawyer of your caliber and especially a prosecutor with the heightened responsibility to ensure fairness in the administration of justice.

Please know that I maintain the position taken during the hearing on March 6, 2012. As I stated in open Court, I am not accusing you or anyone within the investigative team of “hiding the ball” from the defense up to this point. I sincerely hope that my view does not change and that we can work together to ensure that Mr. Turley receives the fair trial he is constitutionally guaranteed.

Understandably, Mr. Turley is very anxious to have every relevant piece of evidence in his possession before we defend this case. Mr. Turley, a longtime member of the Provo City Council with no prior criminal history, faces very serious felony charges which we do not take lightly. He maintains his absolute innocence on these charges and wishes to defend himself to the fullest extent possible going forward.

Therefore, I will continue to be zealous in my advocacy to ensure that Mr. Turley receives all evidence to which he is entitled and is necessary to defend against these charges. Anything less would not only be a breach of my duties to my client, but an injustice in-and-of-itself. Like you, I have worked hard in my career to build a positive reputation as a lawyer. I am hopeful that going forward, you will not take our defense of this case personally and that we can maintain respect and civility throughout.

As per the court's order in the hearing on March 6, below is a list of items we intend to discover. Please inform me at your earliest convenience the State's response to our requests. If discussion is helpful, please do not

Ms. Mariane O'Bryant  
March 22, 2012  
Page 4 of 16

hesitate to reach out to me by e-mail at [btolman@rqn.com](mailto:btolman@rqn.com) or phone at 801-323-3374.

Very truly yours,

RAY, QUINNEY & NEBEKER



Brett L. Tolman

/deb1176209  
Cc: Judge Johnson

# EXHIBIT “D”

JEFFREY R. BUHMAN #7041  
Utah County Attorney  
MARIANE O'BRYANT #5442  
Deputy Utah County Attorney  
100 East Center, Suite 2100  
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Phone: (801) 851-8026  
Fax: (801) 851-8070

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IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

---

IN THE MATTER OF A  
CRIMINAL INVESTIGATION

SUBPOENA DUCES TECUM  
In Aid of a Criminal Investigation

Case No. 111101060  
Judge Christine Johnson

---

THE STATE OF UTAH TO:

**Vernon Heperi**  
**Dean of Students**  
**Brigham Young University**  
**A-357 ASB**  
**Brigham Young University, 84602**

You are commanded to appear at the Office of the Utah County Attorney, 100 East Center Street, Suite 2100, Provo, Utah, on the 15<sup>th</sup> day of June 2012, at 9:00 a.m., to testify in support of a criminal investigation. The general subject matter of this investigation involves fraud.

You are commanded to bring the following documents, records, or other physical items of evidence;

**The contents of the Honor Code Office's investigation into student Steven C. Turley including, but not limited to, investigative reports, supporting documents, recordings, interviews, and notes made in the course of the investigation resulting in Mr. Turley's suspension from the University; to**

**include, any report written or supported by Vernon Heperi, Dean of Students for Brigham Young University.**

If the agent serving this subpoena specifically notifies you that delivery or making available the requested documents to JEFFREY R. BUHMAN, Utah County Attorney, or his agents, Sgt. Richard Hales, is all that is requested, it shall not be necessary for you to appear at the time and place designated above. However, such documents must be delivered or made available by you, no later than the 15<sup>th</sup> day of June, 2012, in order to excuse you from the duty to appear.

NOTICE IS HEREBY GIVEN to you that:

1. You have the right to have an attorney represent you and be present at all stages of the criminal investigation.
2. You have the right at any time during the proceeding, to refuse to answer any question or produce any evidence of a communicative nature that may result in self-incrimination.
3. Any information you provide may be used against you or against others in a subsequent criminal proceeding.
4. If you are currently a targeted suspect of the criminal activity that has resulted in the issuance of this investigative subpoena, the agent serving the subpoena will notify you of the nature of the charges under consideration against you at the time the agent serves the subpoena.
5. A Notice to Persons Served with a Subpoena form must be served with this subpoena. The form explains your rights and obligations. If you are commanded to appear at a trial, hearing, or deposition, a one-day witness fee will be paid upon compliance with this subpoena. A one-day witness fee is \$18.50 plus \$1.00 for each four miles you have to travel over 50 miles (one direction).




6. You may object to this subpoena for one of the reasons listed in paragraph 6 of the attached 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 1<sup>st</sup> day of June, 2012.

UTAH COUNTY ATTORNEY'S OFFICE

By:

  
MARIANE O'BRYANT  
Deputy Utah County Attorney  
Attorney for Plaintiff  
100 East Center, Suite 2100  
Provo, Utah 84606

## 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. 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 in advance. 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.

**(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.

**(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\* as explained in paragraphs (2)(A)-(D).

**(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. 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).

**\*This form can be obtained online from the Utah State Courts website at**

**<http://www.utcourts.gov/resources/forms/subpoena/>. You may need to modify the form to fit your circumstances.**

# EXHIBIT “E”

**Dawn Bouvier**

---

**From:** Stephen Craig <stephen\_craig@byu.edu>  
**Sent:** Monday, July 09, 2012 10:10 AM  
**To:** Richard Hales  
**Cc:** Brett Tolman; Chelsea Crawford; Connie Livingston  
**Subject:** RE: Subpoena Duces Tecum Extension RE Steven Turley

Sargent Hales,

We would like to finalize the arrangements for responding to your subpoena. Dean Heperi is available this Friday morning, July 13, 2012, to come to your offices and respond to questions on the Steve Turley matter. As requested in the subpoena, we will bring copies of documents that were relevant to Dean Heperi's interactions with and decisions regarding Mr. Turley. Please let us know if Friday morning will still work for you and send us specific instructions regarding timing and place.

Regards,

Stephen Craig  
University Counsel  
Brigham Young University  
B-350 ASB  
Provo, UT 84602

801-422-3013 (phone)  
801-422-0265 (fax)  
[stephen\\_craig@byu.edu](mailto:stephen_craig@byu.edu) (e-mail)

---

**From:** Chelsea Crawford [<mailto:chelseac.ucadm@state.ut.us>]  
**Sent:** Wednesday, June 20, 2012 3:06 PM  
**To:** Stephen Craig  
**Cc:** [BTolman@rqn.com](mailto:BTolman@rqn.com); Richard Hales  
**Subject:** Subpoena Duces Tecum Extension RE Steven Turley

Stephen,

Please see attached letter extending your response time to the subpoena we served June 18th, 2012.

Thank you,

*Chelsea Crawford*  
Paralegal

Utah County Attorney's Office  
Bureau of Investigations  
801-851-8021  
100 E Center  
Provo, UT 84606

# EXHIBIT “F”

BRETT L. TOLMAN (#8821)  
ERIC G. BENSON (#10414)  
**RAY, QUINNEY & NEBEKER, P.C.**  
36 South State Street, Suite 1400  
P.O. Box 45385  
Salt Lake City, Utah 84111  
Telephone: (801) 532-1500  
Fax: (801) 532-7543

*Attorneys for Defendant*

---

IN THE FOURTH DISTRICT COURT, PROVO DEPARTMENT,  
IN THE COUNTY OF UTAH, STATE OF UTAH,

---

STATE OF UTAH,

Plaintiff,

vs.

STEVEN CLARKSON TURLEY,

Defendant.

**AFFIDAVIT OF SHANNON WILDE**

Civil No. 111402028

Judge Lynn W. Davis

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STATE OF UTAH            )  
                                      : ss.  
COUNTY OF UTAH        )

I, Shannon Wilde, being duly sworn upon oath, depose and state as follows:

1. I am over eighteen years of age and have personal knowledge of the contents of this affidavit.

2. In February or March of 2011, I received a phone call from Richard Hales regarding the investigation of Steve Turley.

3. Mr. Hales initially asked for my husband Troy, and when I said he wasn't at home, he introduced himself and asked if I would be able to answer questions regarding a house that Mr. Turley had offered to sell my husband and me around 2004. I stated that it was a building lot, not a house, that we had looked into buying from Mr. Turley, and said I needed to leave right away to take my son to preschool, but that I'd be happy to answer his questions when I returned.

4. About an hour later, he called me back and acknowledged apologetically that it was a little unpleasant to talk to acquaintances of Mr. Turley regarding the investigation, but that he was trying to find corroborating evidence of some claims against him.

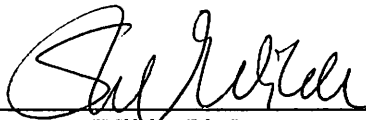
5. We spoke for about a half hour or 40 minutes or so, as I recall. Mr. Hales asked me several questions about my interactions with Steve Turley during the period of time we were planning to buy the lot from him. I responded to those questions with specific details from my memory of the various meetings and conversations we had with Mr. Turley. During the conversation, I was under the impression that Mr. Hales was taking notes on our discussion, although I can't recall now what specifically gave me that impression.

6. While I can't remember the exact date of the call, I know it occurred on a Tuesday or Thursday, as those were my son's preschool days, that it was around 11 a.m. (because it was during preschool hours), and that it was in the late winter as the weather outside was sunny and cold and the fields were yellow and dead. I remember being kind of puzzled about why we had been called by Mr. Hales and wondering how he had gotten our names, and being a little nervous about the experience, since I had never spoken with an investigator before.


I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

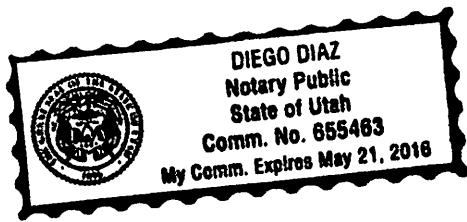


DATED this 16 day of January, 2013.

  
\_\_\_\_\_  
Shannon Wilde, Ph.D.

SUBSCRIBED AND SWORN to before me this 16 day of January, 2013.

  
\_\_\_\_\_  
Notary Public



# EXHIBIT “G”

FILED

JUL 17 2012

JUDICIAL DISTRICT  
STATE OF UTAH  
UTAH COUNTY

IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

STATE OF UTAH, : STATEMENT OF DEFENDANT  
 Plaintiff, : IN SUPPORT OF GUILTY PLEA  
 : AND CERTIFICATE OF COUNSEL

vs. : Case No. 121100558

DEANNA J. THORN, :  
 Defendant. :

I, Deanna J. Thorn, hereby acknowledge and certify that I have been advised of and that I understand the following facts and rights:

Notification of Charges

I am pleading guilty (or no contest) to the following crimes:

	Crime & Statutory Provision	Degree	Punishment Min/Max and/or Minimum Mandatory
A.	<u>Arranging to Distribute a Controlled Substance § 58-37-8(1)(A)(II)</u>	<u>2<sup>nd</sup></u>	<u>1-15 years prison \$ 10,000 fine + 90% \$ 33 security fee</u>
B.	<u>Endangerment of Child or Vulnerable Adult § 76-5-112.5(2)(a)</u>	<u>3<sup>rd</sup></u>	<u>0-5 years prison \$ 5,000 fine + 90% \$ 33 security fee</u>
C.	_____	_____	_____
D.	_____	_____	_____

I have received a copy of the (Amended) Information against me. I have read it, or had it read to me, and I understand the nature and the elements of crime(s) to which I am pleading guilty (or no contest).

The elements of the crime(s) to which I am pleading guilty (or no contest) are:

On or about 4/30/2012, in Utah County, Utah, I did knowingly and intentionally distribute a controlled or counterfeit substance, to wit, Heroin, a Schedule I or II controlled substance.

On or about 4/30/2012, in Utah County, Utah, I did knowingly cause a child to be exposed to a controlled substance.

I understand that by pleading guilty I will be admitting that I committed the crimes listed above. (Or, if I am pleading no contest, I am not contesting that I committed the foregoing crimes). I stipulate and agree (or, if I am pleading no contest, I do not dispute or contest) that the following facts describe my conduct and the conduct of other persons for which I am criminally liable. These facts provide a basis for the court to accept my guilty (or no contest) pleas and prove the elements of the crime(s) to which I am pleading guilty (or no contest):

On 4/30/2012, in Springville, Utah, I bought heroin for my 15-year-old granddaughter, and gave it to her.

### Waiver of Constitutional Rights

I am entering these pleas voluntarily. I understand that I have the following rights under the constitutions of Utah and of the United States. I also understand that if I plead guilty (or no contest) I will give up all the following rights:

**Counsel:** I know that I have the right to be represented by an attorney and that if I cannot afford one, an attorney will be appointed by the court at no cost to me. I understand that I might later, if the judge determined that I was able, be required to pay for the appointed lawyer's service to me.

I have not (have) waived my right to counsel. If I have waived my right to counsel, I have done so knowingly, intelligently, and voluntarily for the following reasons:

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If I have waived my right to counsel, I certify that I have read this statement and that I understand the nature and elements of the charges and crimes to which I am pleading guilty (or no contest). I also understand my rights in this case and other cases and the consequences of my guilty (or no contest) plea(s).

If I have **not** waived my right to counsel, my attorney is Matthew R. Morrise. My attorney and I have fully discussed this statement, my rights, and the consequences of my guilty (or no contest) plea(s).

**Jury Trial.** I know that I have a right to a speedy and public trial by an impartial (unbiased) jury and that I will be giving up that right by pleading guilty (or no contest).

**Confrontation and cross-examination of witnesses.** I know that if I were to have a trial, a) I would have the right to see and observe the witnesses who testified against me and b) my attorney, or myself if I waived my right to an attorney, would have the opportunity to cross-examine all of the witnesses who testified against me.

**Right to compel witnesses.** I know that if I were to have a trial, I could call witnesses if I chose to, and I would be able to obtain subpoenas requiring the attendance and testimony of those witnesses. If I could not afford to pay for the witnesses to appear, the State would pay those costs.

**Right to testify and privilege against self-incrimination.** I know that if I were to have a trial, I would have the right to testify on my own behalf. I also know that if I chose not to testify, no one could make me testify or make me give evidence against myself. I also know that if I chose not to testify, the jury would be told that they could not hold my refusal to testify against me.

**Presumption of innocence and burden of proof.** I know that if I do not plead guilty (or no contest), I am presumed innocent until the State proves that I am guilty of the charged crime(s). If I choose to fight the charges against me, I need only plead "not guilty,"

and my case will be set for a trial. At a trial, the State would have the burden of proving each element of the charge(s) beyond a reasonable doubt. If the trial is before a jury, the verdict must be unanimous, meaning that each juror would have to find me guilty.

I understand that if I plead guilty (or no contest), I give up the presumption of innocence and will be admitting that I committed the crime(s) stated above.

**Appeal.** I know that under the Utah Constitution, if I were convicted by a jury or judge, I would have the right to appeal my conviction and sentence. If I could not afford the costs of an appeal, the State would pay those costs for me. I understand that I am giving up my right to appeal my conviction if I plead guilty (or no contest). I understand that if I wish to appeal my sentence I must file a notice of appeal within 30 days after my sentence is entered.

**I know and understand that by pleading guilty, I am waiving and giving up all the statutory and constitutional rights as explained above.**

### **Consequences of Entering a Guilty (or No Contest) Plea**

**Potential penalties.** I know the maximum sentence that may be imposed for each crime to which I am pleading guilty (or no contest). I know that by pleading guilty (or no contest) to a crime that carries a mandatory penalty, I will be subjecting myself to serving a mandatory penalty for that crime. I know my sentence may include a prison term, fine, or both.

I know that in addition to a fine, an ninety percent (90%) surcharge will be imposed. I also know that I may be ordered to make restitution to any victim(s) of my crimes, including any restitution that may be owed on charges that are dismissed as part of a plea agreement.

**Consecutive/concurrent prison terms.** I know that if there is more than one crime involved, the sentences may be imposed one after another (consecutively), or they may run at the same time (concurrently). I know that I may be charged an additional fine for each crime that I plead to. I also know that if I am on probation or parole, or awaiting sentencing on another offense of which I have been convicted or which I have plead guilty (or no contest), my guilty (or no contest) plea(s) now may result in consecutive sentences being imposed on me. If the offense to which I am now pleading guilty occurred when I was imprisoned or on parole, I know the law requires the court to impose consecutive sentences unless the court finds and states on the record that consecutive sentences would be inappropriate.

**Plea agreement.** My guilty (or no contest) plea(s) (is/are) (is/are not) the result of a plea agreement between myself and the prosecuting attorney. All the promises, duties, and

provisions of the plea agreement, if any, are fully contained in this statement, including those explained below:

The State will amend count 1 to a second degree felony by dismissing the drug free zone enhancement. The State will amend count 2 to third degree felony endangerment of child or vulnerable adult. The State will dismiss counts 3-4.

**Trial judge not bound.** I know that any charge or sentencing concession or recommendation of probation or suspended sentence, including a reduction of the charges for sentencing, made or sought by either defense counsel or the prosecuting attorney are not binding on the judge. I also know that any opinions they express to me as to what they believe the judge may do are not binding on the judge.

**Immigration/Deportation:** I understand that if I am not a United States citizen, my plea(s) today may, or even will, subject me to deportation under United States immigration laws and regulations, or otherwise adversely affect my immigration status, which may include permanently barring my re-entry into the United States. I understand that if I have questions about the effect of my plea on my immigration status, I should consult with an immigration attorney.

#### **Defendant's Certification of Voluntariness**

I am entering this plea of my own free will and choice. No force, threats, of unlawful influence of any kind have been made to get me to plead guilty (or no contest). No promises except those contained in this statement have been made to me.

I have read this statement, or I have had it read to me by my attorney, and I understand its contents and adopt each statement in it as my own. I know that I am free to change or delete anything contained in this statement, but I do not wish to make any changes because all of the statements are correct.

I am satisfied with the advice and assistance of my attorney.

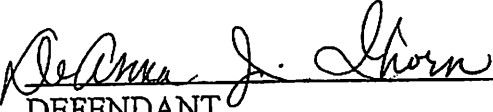
I am 68 years of age. I have attended school through the college graduate grade. I can read and understand the English language. If I do not understand English, an interpreter has been provided to me. I was not under the influence of any drugs, medication, or intoxicants which would impair my judgment when I decided to plead guilty. I am not presently under the influence of any drug, medication, or intoxicants which impair my judgment.

I believe myself to be of sound and discerning mind and to be mentally capable of understanding these proceedings and the consequences of my plea. I am free of any mental

disease, defect, or impairment that would prevent me from understanding what I am doing or from knowingly, intelligently, and voluntarily entering my plea.


I understand that if I want to withdraw my guilty (or no contest) plea(s), I must file a written motion to withdraw my plea(s) before sentence is announced. I understand that for a plea held in abeyance, a motion to withdraw from the plea agreement must be made within 30 days of pleading guilty or no contest. I will only be allowed to withdraw my plea if I show that it was not knowingly and voluntarily made. I understand that any challenge to my plea(s) made after sentencing must be pursued under the Post-Conviction Remedies Act in Title 78, Chapter 35a, and Rule 65C of the Utah Rules of Civil Procedure.

Dated this 17 day of July, 2012

  
DEFENDANT

#### Certificate of Defense Attorney

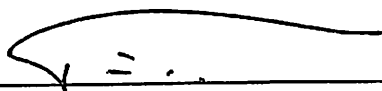
I certify that I am the attorney for Deanna Thorn, the defendant above, and that I know he/she has read the statement or that I have read it to him/her; I have discussed it with him/her and believe that he/she fully understands the meaning of its contents and is mentally and physically competent. To the best of my knowledge and belief, after an appropriate investigation, the elements of the crime(s) and the factual synopsis of the defendant's criminal conduct are correctly stated; and these, along with the other representations and declarations made by the defendant in the foregoing affidavit, are accurate and true.

  
ATTORNEY FOR DEFENDANT  
Bar No. 13082



### Certificate of Prosecuting Attorney

I certify that I am the attorney for the State of Utah in the case against DEANNA Hood, defendant. I have reviewed this Statement of Defendant and find that the factual basis of the defendant's criminal conduct which constitutes the offense(s) is true and correct. No improper inducements, threats, or coercion to encourage a plea has been offered defendant. The plea negotiations are fully contained in the Statement and in the attached Plea Agreement or as supplemented on the record before the Court. There is reasonable cause to believe that the evidence would support the conviction of defendant for the offense(s) for which the plea(s) is/are entered and that the acceptance of the plea(s) would serve the public interest.

  
\_\_\_\_\_  
PROSECUTING ATTORNEY  
Bar No. 8021

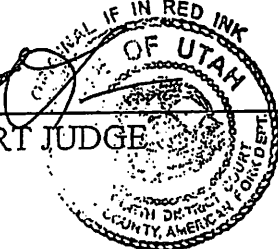
**Order**

Based on the facts set forth in the foregoing Statement and the certification of the defendant and counsel, and based on any oral representations in court, the Court witnesses the signatures and finds that defendant's guilty (or no contest) plea(s) is/are freely, knowingly, and voluntarily made.

IT IS HEREBY ORDERED that the defendant's guilty (or no contest) plea(s) to the crime(s) set forth in the Statement be accepted and entered.


Dated this 17 day of July, 2012.

*Thomas J. ...*  
DISTRICT COURT JUDGE



# EXHIBIT “H”

Craig Carlile (0571)  
**RAY QUINNEY & NEBEKER P.C.**  
86 North University Avenue, #430  
Provo, Utah 84601-4420  
Telephone: (801) 342-2400

  
**FILED**  
**OCT 25 2012**  
4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY

*Attorneys for Plaintiff Western Community Crossroads, L.C.  
And Third-party Defendant Steve Turley*

---

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY  
STATE OF UTAH, PROVO DEPARTMENT

---

WESTERN COMMUNITY CROSSROADS,  
L.C.,

Plaintiff,

vs.

UNITED GENERAL TITLE INSURANCE  
COMPANY, EMPIRE LAND TITLE  
COMPANY, THOMAS HARE, and  
DEANNA THORN.

Defendants.

vs.

STEVE TURLEY,

Third Party Defendant.

**REVISED ORDER GRANTING MOTION  
FOR SUMMARY JUDGMENT AGAINST  
DEANNA THORN AND DISMISSAL OF  
ALL CLAIMS**

Civil No. 090400604  
Judge: David Mortensen

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This matter came before the Court on Plaintiff's and Third Party Defendant's Motion for Summary Judgment and in part again on Plaintiff's Rule 54(b) Motion for Reconsideration of the Court's April 24, 2012 Ruling on Motion for Summary Judgment. The Court having considered

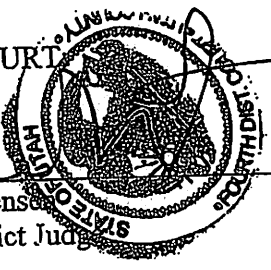
the memoranda and supporting documents filed in this matter, the oral arguments presented on August 14, 2012, there being no objection to the Rule 54(b) Motion for Reconsideration, the Court being fully advised in the premises and pursuant to the Court's ruling in open Court on August 14, 2012 granting Plaintiff's and Third Party Defendant's Motion for Summary Judgment,

IT IS HEREBY ORDERED that:

1. The April 27, 2007 Subordination Agreement signed by Deanna Thorn ("Subordination Agreement") was supported by adequate consideration and is therefor junior to that certain Deed of Trust executed by Larry Demartini in favor of Western Community Bank which was recorded with the Utah County Recorder as Entry Number 39318:2005 ("Bank's Deed of Trust"). Plaintiff is to prepare the appropriate judgment and decree.
2. Defendant Deanna Thorn's third-party claims against Steve Turley are dismissed with prejudice.
3. Having found that the Subordination Agreement is valid and enforceable and junior to the Bank's Deed of Trust, Plaintiff's claims against United General Title Insurance Company, Empire Land Title Company and Thomas Hare are now moot and are hereby dismissed with prejudice.
4. Since the hearing on August 14, 2012, Plaintiff Western Community Crossroads, L.L.C., Defendant United General Title Insurance Company, Defendant Empire Land Title Company, and Defendant Thomas Hare have stipulated to the dismissal of their claims for

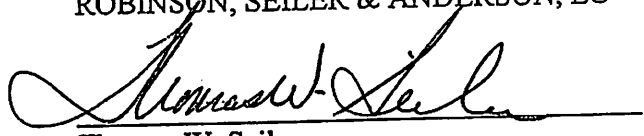
DATED this 25<sup>th</sup> day of October, 2012.

BY THE COURT  
  
\_\_\_\_\_  
David Mortensen  
Fourth District Judge



APPROVED AS TO FORM:

ROBINSON, SEILER & ANDERSON, LC

  
\_\_\_\_\_  
Thomas W. Seiler  
*Attorneys for Defendant Empire Land Title  
Company and Thomas Hare*

PARSONS BEHLE & LATIMER


\_\_\_\_\_  
David M. Bennion  
*Attorneys for Defendant United General  
Title Insurance Company*

\_\_\_\_\_  
Deanna Thorn  
*Defendant, Pro Se*

attorneys' fees. Accordingly, all claims for attorneys' fees are also dismissed, thus resolving all claims in this matter.

DATED this 25 day of September, 2012.

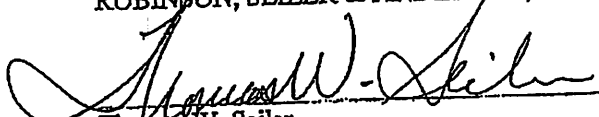
BY THE COURT:

  
Debra Mortenson  
Fourth District Judge

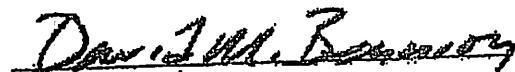


APPROVED AS TO FORM:

ROBINSON, SEILER & ANDERSON, LC

  
Thomas W. Seiler  
Attorneys for Defendant Empire Land Title  
Company and Thomas Hare

PARSONS BEHLE & LATIMER

  
David M. Bennion  
Attorneys for Defendant United General  
Title Insurance Company

Deanna Thorn  
Defendant, Pro Se


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **REVISED ORDER GRANTING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST DEANNA THORN AND DISMISSAL OF ALL CLAIMS** was sent by U.S. Mail, postage prepaid, on this 25 day of October, 2012 to the following:

Thomas W. Seiler  
ROBINSON, SEILER & ANDERSON, LC  
2500 N. University Ave.  
P.O. Box 1266  
Provo, Utah 84603-1266

David M. Bennion  
Zack L. Winzeler  
PARSONS BEHLE & LATIMER  
One Utah Center  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

Deanna Thorn  
1445 North Main Street  
Springville, Utah 84663



1196090



FILED

JAN 06 2012

4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY ✓

Craig Carlile (0571)  
Gregory S. Roberts (9092)  
Caleb J. Frischknecht (11648)  
**RAY QUINNEY & NEBEKER P.C.**  
86 North University Avenue, #430  
Provo, Utah 84601-4420  
Telephone: (801) 342-2400

*Attorneys for Plaintiff Steve Turley*

---

IN THE FOURTH JUDICIAL DISTRICT COURT, STATE OF UTAH  
UTAH COUNTY, STATE OF UTAH

---


STEVE TURLEY,

Plaintiff,

v.

TRUDY J. CHILDS et al.,

Defendants.

  
[PROPOSED] ORDER DENYING THE  
CHILDS' MOTION TO EXTEND TIME  
AND MOTIONS TO AMEND

Civil No. 090402966  
Judge: Steven L. Hansen

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Before the Court are the following motions filed by Defendants Trudy Childs and Rory Childs (the "Childs"): Defendants' Motion to Extend Time to Conduct Additional Depositions and Respond to Plaintiff's Motion for Summary Judgment ("Motion to Extend Time"); Defendants' Motion for Leave to Amend Their Answers and Counterclaims, and to File a Third Party Complaint ("First Motion to Amend"); and Defendants' Second Motion for Leave to Amend Their Answers and Counterclaims, and to File a Third Party Complaint ("Second Motion to Amend"). Having carefully considered the memoranda filed by the parties, having heard oral argument, and having issued its *Ruling Re: Defendants' Motion to Extend Time to Conduct Additional Depositions and Defendants' Second Motion for Leave to Amend Their Answers and*

1-6-12

*Counterclaims, and to File a Third Party Complaint* on October 13, 2011 denying the Childs' motions, the Court hereby enters its order for the reasons set forth below.

### I. BACKGROUND

The Court held a series of hearings in this matter in February and March of 2011. During the course of those hearings, the parties and the Court determined that the claims in this case could potentially be resolved on summary judgment after completion of some limited discovery, including (1) production by the Childs of the documents that were the subject of Steve Turley's ("Turley") Second Motion to Compel, (2) completion of the re-opened depositions of the Childs necessitated by their late document productions, and (3) completion of the depositions of Turley, Matt Chantry, Elizabeth Norman, Mark Greenwood, Gordon Lowe, and John Logan, as requested by the Childs. (Order on Pla.'s Mots. To Compel and Defs.' Motion for Hearing to Establish Scheduling Order, dated April 20, 2011 (the "April 20 Order").) At the suggestion of the Childs' counsel, a May 31, 2011 deadline for completion of the depositions requested by the Childs was included in the April 20 Order. Turley's counsel completed the reopened depositions of the Childs on April 7, 2011, and filed Turley's opposition to the Childs' summary judgment motion, along with Turley's motion for summary judgment and supporting memorandum, on April 21, 2011.

On July 22, 2011, nearly two months after the deadline established in the April 20 Order, the Childs filed their Motion to Extend Time, asking the Court to extend the May 31, 2011 deadline for completing the depositions authorized by the Court in the April 20 Order. Then on July 28, 2011, the Childs filed their Second Motion to Amend. The Childs had already filed a previous motion for leave to amend their counterclaim (the First Motion to Amend) in June

2010. The Court postponed consideration of the Childs' First Motion to Amend based on the parties' representations that the case could potentially be resolved on summary judgment, which would render the requested amendment moot. The Childs' proposed Second Amended Answer, Counterclaim and Third Party Complaint (the "Second Proposed Counterclaim") simply adds two new claims to those already set forth in the proposed first Amended Answer, Counterclaim and Third Party Complaint (the "First Proposed Counterclaim"). As the Second Motion to Amend encompasses all of the issues raised by the parties in the First Motion to Amend, this Memorandum Decision and Order will of necessity dispose of both motions.

## **II. DISCUSSION**

### **A. THE MOTION TO EXTEND TIME**

The Childs waited until nearly two months after the May 31, 2011 deadline to seek additional time to conduct the depositions authorized at their request. As is demonstrated extensively in the record, the Childs have not offered any justification for failing to complete the depositions within the time ordered by the Court, which deadline was suggested by the Childs. (Ex. C to Turley's Mem. in Opp'n.) Indeed, the Childs' counsel did not even suggest dates for the depositions until less than 30 days were left before the deadline for their completion. (Ex. E to Turley's Mem. in Opp'n.) Turley provided multiple opportunities in May, June, July and August of 2011 to take the depositions, which the Childs inexplicably failed to use. (See Exs. E-J to Turley's Mem. in Opp'n.) Moreover, this case has been pending for more than two years and the Childs have taken only a single deposition — the deposition of Turley. The May 31, 2011 deadline for taking the depositions requested by the Childs has long since passed, as has the May 14, 2010 fact discovery deadline set under Rule 26(d) in the absence of a scheduling order

in this matter. Utah R. Civ. P. 26(d). Accordingly, the Court finds that the Childs have failed to demonstrate good cause or excusable neglect to warrant extending the May 31, 2011 deadline. Utah R. Civ. P. 6(b). Therefore, the Childs' Motion to Extend Time will be denied.

## B. THE MOTIONS TO AMEND

### 1. The Childs' Motions to Amend Are Untimely

Utah Rule of Civil Procedure 15(a) gives the Court leave to freely grant motions to amend pleadings "when justice so requires." Utah R. Civ. P. 15(a). However, the Court may properly deny a motion for leave to amend where it was not timely filed or when the movant does not provide sufficient justification for the delay. *Kelly v. Hard Money Funding, Inc.*, 2004 UT App 44, ¶ 26, 87 P.3d 734. "[R]egardless of the procedural posture of the case, motions to amend have typically been deemed untimely when they were filed several years into the litigation." *Id.* at ¶ 30. Denial of a motion for leave to amend is appropriate where "the amendment is sought late in the course of litigation, if the movant was aware of the facts underlying the proposed amendment long before its filing, and if there is no adequate explanation for its delay." *Atcitty v. Bd. of Educ.*, 967 P.2d 1261, 1264 (Utah Ct. App. 1998).

The Court will deny the Childs' motions to amend as untimely. The Childs did not file their First Motion to Amend until June 22, 2010, more than a month after the May 14, 2010 fact discovery deadline.<sup>1</sup> Moreover, the Childs were or should have been aware of the information

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<sup>1</sup> The deadline for fact discovery in this case expired on May 14, 2010, which was "240 days after the first answer [was] filed." Utah R. Civ. P. 26(d). In their attorneys' planning meeting, counsel for the parties agreed to use the default deadlines provided in Rule 26 in their proposed scheduling order. (Carlile Decl. ¶¶ 3-4.) However, they failed to ever submit a proposed scheduling order to the Court. (Carlile Decl. ¶¶ 5-9.) Accordingly, no scheduling order was entered, and the discovery deadlines were governed by Rule 26 — which counsel for the parties had agreed to abide by anyway.

upon which their First Motion to Amend was based since Turley served his initial disclosures on February 19, 2010. The Childs claim that their first proposed amendment was necessitated by their discovery that the property descriptions attached by Turley to his Complaint were not created until after the 90 Day Note and Option was signed.<sup>2</sup> However, the Childs admit that they “discovered” Turley’s creation and use of the reconciled and consolidated property descriptions by reviewing emails produced by Turley as part of his initial disclosures and from Turley’s timely responses to the Childs’ First Set of Interrogatories. (First Proposed Counterclaim ¶¶ 50-60.) A simple review of the hard copy attachments to the October 30, 2008, November 7, 2008, and February 3, 2009 emails shows that the property descriptions mistakenly attached to Turley’s Complaint were reconciled and consolidated during the period shortly before he exercised the option on November 14, 2008. (See Exs. G, H, and J to the First Proposed Counterclaim.) Turley’s counsel made these documents available for review and inspection upon serving Turley’s initial disclosures on February 19, 2010 — four months before the Childs’ filed their First Motion to Amend. (Carlile Decl. ¶ 15.) Even if, as the Childs’ counsel claims, he did not have access to these documents until April 2010, the Childs’ waited for at least an additional 2.5 months to file their First Motion to Amend. Moreover, the Childs have provided no explanation

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<sup>2</sup>As has been explained in several pleadings filed with the Court, Turley mistakenly attached a set of property descriptions to his Complaint that were created after the 90 Day Note and Option was signed. (Turley Decl. ¶ 40.) These descriptions were created by professionals hired by Turley to reconcile and consolidate the descriptions attached to the contract with those in Utah County’s real property records in anticipation of a future transfer by Turley of the Childs’ Spanish Fork Canyon property to the U.S. Forest Service and were used by Turley in filing a Notice of Interest. (*Id.* ¶¶ 31-35.) They effectively reduced 25 pages of convoluted legal descriptions to 3.5 pages and became the accepted reference during negotiations of the parties until the counterclaim was filed by the Childs in this case.

for why they waited until after the fact discovery deadline to seek leave to amend. Accordingly, the Court finds that the Childs' First Motion to Amend was untimely.

The Childs' Second Motion to Amend was not filed until more than a year later on July 28, 2011. As the Childs' Second Proposed Counterclaim merely adds two additional claims to the new claims asserted in the First Proposed Counterclaim, the Second Motion to Amend is untimely for the same reasons outlined above with respect to the First Motion to Amend. Additionally, the Second Motion to Amend was not filed until approximately four months after the March 2011 hearings in which the parties and the Court concluded that this case could likely be resolved on summary judgment and established a schedule to bring those matters before the Court. Indeed, the Childs' Second Motion to Amend was not filed until three months after Turley filed his summary judgment briefs. Finally, the Second Motion to Amend deals with matters already at issue in the parties' summary judgment motions. The two new counterclaims in the Second Proposed Counterclaim are based on the Childs' factual allegation that Turley's tender of performance on the 90 Day Note and Option was somehow fraudulent. As outlined below, these claims fail as a matter of law. The Court will therefore deny the Childs' Second Motion to Amend because it was filed in the advanced stages of litigation after the parties had filed their summary judgment motions, which deal with and dispose of the Childs' new claims.

## 2. The Childs' Proposed New Claims Are Futile

“[A] party may not amend a complaint to add a claim that is legally insufficient or futile.” *Smith v. Grand Canyon Expeditions Co.*, 2003 UT 57, ¶ 33, 84 P.3d 1154 (upholding denial of motion for leave to amend to add unjust enrichment claims that were deficient as matter of law). The Childs' Proposed Second Counterclaim contains five new claims against Turley: fraud,

conspiracy to commit fraud, release of lien-quiet title, wrongful lien, and failure of tender.<sup>3</sup> As outlined below, each of these claims fails as a matter of law.

a. Fraud

To state a claim for fraud, a plaintiff must allege, among other things, that she reasonably relied on a misrepresentation and was thereby induced to act to her injury and damage. *Giusti v. Sterling Wentworth Corp.*, 2009 UT 2, ¶ 53 n.38, 201 P.3d 966. The Childs' proposed fraud claim is based on two factual allegations: (1) Turley allegedly "falsely represented the terms of the 90 Day Note and Option" by using the reconciled and consolidated descriptions when he exercised the Option, when he recorded a Notice of Interest, and when he filed his Complaint in this matter (Second Proposed Counterclaim ¶¶ 78, 80); and (2) Turley allegedly "engaged in fraud by intentionally misrepresenting to Childs that he had obtained a loan for \$2,645,000 to exercise the Option to Purchase" (Second Proposed Counterclaim ¶ 84).

The Childs' proposed fraud claim fails as a matter of law because they fail to allege that they relied on the alleged misrepresentations to their injury and damage. (Second Proposed Counterclaim ¶¶ 77-86.) Moreover, the Childs could not have relied on any alleged misrepresentation concerning the reconciled and consolidated descriptions, which were not completed until November 14, 2008 — three months *after* the Childs signed the 90 Day Note and Option. (*Id.* ¶¶ 70-72.) Likewise, the Childs affirmatively allege that they "rejected Turley's invalid tender." (*Id.* ¶ 134.) They could not therefore have relied on it. Quite simply, the Childs have refused to accept Turley's tender and refused to sell their property, which is what

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<sup>3</sup> The claims for fraud, conspiracy to commit fraud, release of lien-quiet title, and wrongful lien were asserted in the First Proposed Counterclaim, and are merely repeated in the Second Proposed Counterclaim.

prompted Turley to bring this lawsuit in the first place. Accordingly, the Childs have not taken any action in reliance on such alleged misrepresentations. The Childs' proposed fraud claim thus fails as a matter of law.

b. Conspiracy

A claim for civil conspiracy under Utah law "require[s], as one of [its] essential elements, an underlying tort." *Puttuck v. Gendron*, 2008 UT App 362, ¶ 21, 199 P.3d 971 (quoting *Coroles v. Sabey*, 2003 UT App 339, ¶ 36, 79 P.3d 974) (internal quotation marks omitted). Accordingly, "in order to 'sufficiently plead' a claim for civil conspiracy, a plaintiff is 'obligated to adequately plead the existence of such a tort.'" *Id.* (quoting *Coroles*, 2003 UT App 339, ¶ 36). Where the plaintiff fails to properly plead any of the underlying torts, "dismissal of their conspiracy claim is appropriate." *Id.* (internal quotations omitted); *see, e.g., Coroles*, 2003 UT App 339, ¶¶ 36-37 (affirming dismissal of plaintiffs' conspiracy claim where plaintiffs failed to properly plead the underlying fraud claims).

The Childs' proposed conspiracy claim fails as a matter of law because the underlying fraud claim fails as a matter of law. The Childs base their proposed conspiracy claim solely on their allegation that Turley misrepresented the terms of the 90 Day Note and Option by creating and using the reconciled and consolidated property descriptions after the 90 Day Note and Option was signed. (Second Proposed Counterclaim ¶ 125.) However, the Childs do not allege that they relied on this alleged misrepresentation to their injury and damage, as required to state a claim for fraud under Utah law. *See Giusti v. Sterling Wentworth Corp.*, 2009 UT 2, ¶ 53 n.38, 201 P.3d 966 (listing elements of fraud). Accordingly, the tort underlying the Childs' proposed conspiracy claim is legally deficient. As the underlying tort fails as a matter of law, so too does



the Childs' conspiracy claim.

c. Failure of Tender

The Childs purport to allege a claim for “failure of tender” based on their allegation that Turley’s tender was false. However, there is no such thing as a claim for “failure of tender.” Rather, demonstrating tender of performance is typically necessary to compel specific performance. *Collard v. Nagle Constr., Inc.*, 2002 UT App 306, ¶ 19, 57 P.3d 603. The Childs’ belief that Turley’s tender was insufficient is properly pleaded as a denial of Turley’s allegation that his tender was sufficient — which the Childs already did in their initial answers — rather than an affirmative defense or counterclaim. (Complaint ¶ 17; Answer and Counterclaim of Def. Trudy Childs ¶ 17.)

Moreover, tender in this case was futile and therefore not required as a matter of law. *Shields v. Harris*, 934 P.2d 653, 655 (Utah Ct. App. 1997) (“Tender is excused where it is plain and clear that a tender, if made, would be an idle ceremony and of no avail.”). The Childs have affirmatively admitted and represented that they rejected Turley’s tender “without having knowledge of the details of how [Turley] procured the funds, or claimed to have procured the funds.” (Second Proposed Counterclaim ¶¶ 48, 134.) If they had no knowledge of these details, then there was no basis for their belief that the tender was false or otherwise invalid when they rejected it. This unfounded rejection renders the tender “an idle ceremony and of no avail.” See *Shields*, 934 P.2d at 655. Accordingly, any claim for “failure of tender” fails as a matter of law.

d. Release of Lien/Wrongful Lien

In their claims for release of lien and wrongful lien, the Childs allege that Turley’s November 17, 2008 Notice of Interest was wrongfully recorded against the Childs’ Spanish Fork

Canyon property without any justifiable claim thereto. (Proposed Second Counterclaim ¶¶ 113-114, 118.) Based on these allegations, the Childs seek a release of the Notice of Interest and damages. These claims appear to be legally sufficient as pleaded. However, the Court has already concluded as a matter of law in its ruling on the parties' cross motions for summary judgment that the 90 Day Note and Option applied to all of the Childs' Spanish Fork Canyon property. Thus, upon his exercise of the option on November 14, 2008, Turley obtained an interest in the Childs' Spanish Fork Canyon property, which allowed him to lawfully record the Notice of Interest. Under the doctrine of equitable conversion, the buyer's interest in a land sale contract "is said to be real property." *Cannefax v. Clement*, 786 P.2d 1377, 1379 (Utah Ct. App. 1990). Thereafter, "[t]he rights of the parties are evaluated *as if the conveyance had been made.*" *Id.* (emphasis added). Accordingly, when Turley exercised the option, thereby accepting the Childs' offer and creating an enforceable land sale contract, Turley obtained an "interest in land," which he was entitled to "preserve and keep effective" by filing a Notice of Interest under the Utah Marketable Record Title Act. Utah Code Ann. § 57-9-4(1). The Childs' claims for release of lien and wrongful lien therefore fail as a matter of law.

### III. ORDER

For all of the foregoing reasons,


IT IS HERBY ORDERED that Defendants' Motion to Extend Time to Conduct Additional Depositions and Respond to Plaintiff's Motion for Summary Judgment is DENIED.

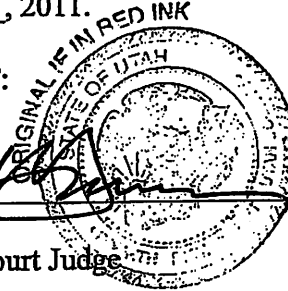
IT IS FURTHER ORDERED that Defendants' Motion for Leave to Amend Their Answers and Counterclaims, and to File a Third Party Complaint and Defendants' Second Motion for Leave to Amend Their Answers and Counterclaims, and to File a Third Party

Complaint are DENIED.

DATED this 10 day of Jan, 2011.

BY THE COURT:

  
Steven L. Hansen  
Fourth District Court Judge



**CERTIFICATE OF SERVICE**

I hereby certify that on the 14 day of November, 2011, a true and correct copy of the foregoing **[PROPOSED] ORDER DENYING THE CHILDS' MOTION TO EXTEND TIME AND MOTIONS TO AMEND** was sent by first class United States mail, postage prepaid, to the following:

Randall K. Spencer  
Stephanie L. O'Brien  
FILLMORE SPENCER, LLC  
3301 N. University Avenue  
Provo, Utah 84604



1159600.1

**EXHIBIT "I"**

JEFFREY R. BUHMAN #7041  
Utah County Attorney  
CHAD E. GRUNANDER #9968  
Deputy Utah County Attorney  
100 East Center, Suite 2100  
Provo, Utah 84606  
Email: [ucadm.Dcourt@state.ut.us](mailto:ucadm.Dcourt@state.ut.us)  
Phone: (801) 851-8026  
Fax: (801) 851-8070

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IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, STATE OF UTAH

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IN THE MATTER OF A  
CRIMINAL INVESTIGATION

AFFIDAVIT IN SUPPORT OF MOTION  
FOR ORDER PERMITTING ISSUANCE  
OF INVESTIGATIVE SUBPOENAS

Case No. 101403007  
Judge McHenry

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STATE OF UTAH    )  
                          : ss.  
COUNTY OF UTAH )

PETITIONER, Sgt. Richard C. Hales, hereby represents as follows:

1. I am currently an investigator with the Utah County Attorney's Office. I am a certified peace officer in the State of Utah. I have been a law enforcement officer for nearly 25 years. I have 14 years of investigative skills. I worked for the Spanish Fork Police Department for 23 years. During my time there, I was a property crimes detective for three years, a narcotics detective and supervisor for four years, a sex crimes detective and supervisor for six years, and a patrol officer for nine years. For the last two years, I have been with Utah County Attorney's Office Bureau of Investigations investigating white collar or financial fraud crimes. I have attended a number of financial crimes schools and seminars and I have been trained to identify crimes associated with fraud and other financially related crimes. I have been assigned as the primary detective and investigated hundreds of crimes over the course of my career.

2. In May 2010, the Utah County Attorney's Office received a complaint from Attorney Randy Spencer representing his client Trudy Childs. The complaint alleged that Trudy Childs was a victim of a forgery/fraud committed by Steven Turley. Mr. Turley is a land developer and a current member of the Provo City Council. Bureau Chief Jeff Robinson of the Utah County Attorney's office received the complaint.

3. On July 6, 2010, Councilman Steven Turley wrote a letter to the Utah Attorney General asking for an investigation into the allegations written in the *Daily Herald*. Mr. Turley asked for a full investigation, including his own actions involving the allegations of criminal and ethical violations reported in the newspaper. **Exhibit #1**

4. On July 8, 2010, the Provo City Council leadership and Mayor John Curtis sent a letter to the Utah Attorney General asking for an investigation. **Exhibit #2**

5. On July 9, 2010, Provo City Council person Sherrie Hall Everett, acting independently of the Council wrote a letter the Utah Attorney General asking for an investigation. **Exhibit #3**

6. On July 12, 2010, I corresponded with Ken Wallentine, Chief of Enforcement, Utah Attorney General. Chief Wallentine stated that the Attorney General had no intention of investigating Steven Turley based on newspaper articles in a local paper. Furthermore, due to long standing protocols, they require the Attorney General to refer these cases to the jurisdiction involved. I advised him the Utah County Attorney had opened an investigation.

#### Childs Case

7. On July 7, 2010, I met with Attorney Randy Spencer. Mr. Spencer provided a summary of the allegations against Mr. Turley. Mr. Spencer stated that Mr. Turley, while on the City Council, learned that Provo City was negotiating with a landowner named Richard Davis for a land swap involving some Forest Service property annexed into Provo City in the 1990s and Davis's Rock Canyon property. The property Provo City annexed was 300 acres above Provo City that is adjacent to Davis's property and some of Turley's property. The land swap reportedly will protect the Rock Canyon area above Provo City from Richard Davis's mining interests. If the plan went through, the Rock Canyon property would become Forest Service property thus protecting the canyon and Richard Davis would be able to develop the 300 acres. Mr. Spencer referred to the 300 acre parcel as a "Gold Mine." He stated the developer could develop this property at a lower cost due to the annexation. Mr. Spencer stated the land could turn into something similar to Sundance, Utah.

8. Mr. Spencer stated that Mr. Turley learned that the Forest Service was very interested in some property in Diamond Fork Canyon in Utah County, Utah. Richard Childs Family Trust

**EXHIBIT “J”**





# Utah County Attorney

## Criminal Division

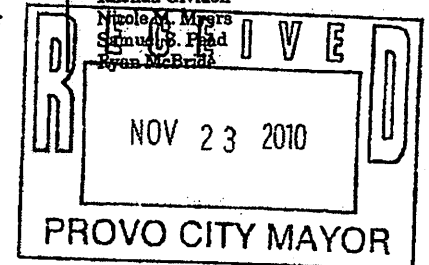
Jeffrey R. Buhman, County Attorney  
Timothy L. Taylor, Chief Deputy

100 East Center Street, Suite 2100  
Provo, UT 84606  
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Sherry Ragan  
Mariane O'Bryant  
David S. Sturgill  
Chris Yannelli  
Curtis L. Larson  
Guy Probert

Donna M. Kelly  
Randy M. Kennard  
Alexander M. Ludlow  
Douglas W. Finch  
Chad E. Grunander  
Julia Thomas  
Ryan V. Peters

Craig Johnson  
Jared Perkins  
John J. Nielsen  
Rhonda Gividen  
Nicole M. Myers  
Sigmund P. Peab  
Ryan McBride



November 22, 2010

Mayor John R. Curtis  
Provo City Center  
351 West Center Street  
P.O. Box 1849  
Provo, UT 84601

Re: Your November 19, 2010 Letter Regarding Council Member Steve Turley

Dear Mayor Curtis:

As you requested, I acknowledge receiving the complaints regarding Provo Municipal Council Member Steve Turley. I understand that you have received the complaints under Utah Code Section 10-3-1311. However, you should understand that my authority to investigate as County Attorney in this type of matter is derived generally from Utah Code Title 77 Chapter 6, and 77-6-1 appears to limit my investigative authority to "high crimes and misdemeanors or malfeasance in office." My interpretation of this phrase is that I have authority to investigate (and, if appropriate, file charges) for criminal violations of the Utah Code; I do not have authority to investigate non-criminal violations of the Utah Code.

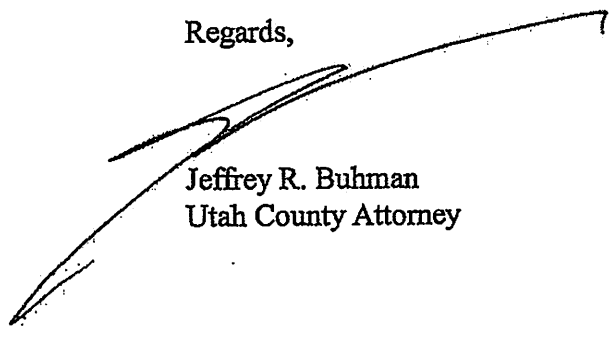
I do not believe there is a significant difference between the investigation you have requested under Section 10-3-1311 and the one my office will conduct under Title 77 Chapter 6, except for one. At the conclusion of our investigation, if we intend to file criminal charges, we will likely not release the investigative report until after any prosecution is completed. We would, however, release a report detailing our conclusions and we would provide a copy of any charging documents. If we do not intend to file charges, I anticipate releasing the investigative report to you upon completion of the investigation.

As you have requested, we will give this investigation high priority, but you should note that these types of investigations normally take a number of months to complete. My office has limited investigation resources and we currently have a number of other high priority cases. Over many years our Bureau of Investigations has earned a reputation of conducting fair and thorough investigations--but these do take time. I hope you will be patient as these types of investigations rarely proceed with the speed either the complainants or the subject of the

investigation desire.

Please feel free to contact me if you have any questions.

Regards,



Jeffrey R. Buhman  
Utah County Attorney

cc: Jeff Robinson, Bureau Chief

M:\Jeff\Miscellaneous\Letter to Mayor Curtis re Steve Turley Investigation.wpd

EXHIBIT "K"

April 13, 2010

## Report detailing possible criminal activities of Steven Turley

The two statutes I have focused on in this investigation are:

Utah Code 76-10-1801 Communications Fraud

Utah Code 76-8 202 Official Misconduct

The second statute, I am informed, is a Class A misdemeanor in single instances, but becomes a felony when 3 or more violations take place.

I am not familiar with Utah Criminal Code, but as a result of my past experience, I would want to check extortion statutes to determine if Mr Turley actions to pressure others to acquiesce to his demands meets that criteria as well

### Communications Fraud

In my opinion, Mr Turley has repeatedly defrauded others by communicating his intent to help them solve their problems and then moving to acquire stressed properties by approaching the lending institutions and completing a forfeiture/short sale transaction with them while the owners wait for him to perform on his promises to them. Mark Alphin, Larry DiMartini and Trudy Childs cases are the basis for this determination.

It appears that Mr Turley also falsified documents to make it appear that Trudy Childs and Deanna Thorn had signed away rights to their property when both ladies vehemently claim they did not do so.

Mark Alphin told me that while he was waiting for Turley to come through on his promise to buy the property he owned at 5544 N Canyon Road, Provo -- Turley approached Scott Smith and represented himself as Alphin's partner and instructed Mr Smith to deal with him instead of Alphin.

Although I was not able to interview Ryan Taylor, I learned from others -- specifically Chris DiMartini -- that Turley had bought the property behind Taylors Carpenter Seed business, but had then recorded that property and the retail business, which Taylor had not sold, as having been sold to him.

Turley executed an agreement for the back lot behind J.C. Suelvo (sic?) next door to Carpenter Seed for a price of \$188,000, but included a price per square foot and listed square footage which supported that price. When they approached close, Turley told J.C. that there was not that much square footage and demanded the price be adjusted to the 'real' square footage. That amounted to a price drop of \$44,000 to a total sales price of \$144,000. This information was received from Chris DiMartini.

Turley presented his plan to "Reclaim" the Slate Canyon hillside to the neighbors below, and to John Chamberlin as a project to build soccer fields for the benefit of the community. John Chamberlin's exhaustive research and two meetings with Turley disclosed that the site was not suitable for either reclamation nor for athletic fields, and that the activity Turley proposed – the removal of "no more than 350,000 tons of gravel" from the site was in fact a much larger project. In his conversations with Turley, upon learning that the project had been grossly mis-represented by Turley, Chamberlin told him that "you have become a dishonest man".

Turley built four duplexes behind his house in the Spring Creek area and sold them to at least three buyers with the assurance that they could build in accessory apartments in the basements and rent them out. Provo City code prohibits this practice – a fact the buyers were not aware of. Robert Taylor, Glen & Amber Lovelace, and the Matters all were sold their homes by Turley with this guarantee (I was not able to get an interview with the Matters, but am assured they will so testify).

According to Steve Cox, foreman for Turley in the construction of these units, Turley knew of the intent to build kitchens in these basements once inspections were completed, and even participated in re-sheet rocking the kitchen area of Robert Taylor's basement prior to inspection because the electrician had cut out the ports for 220 service.

#### Official Misconduct

With regard to Slate Canyon, Turley claimed honorable motives for the good of the community, while acquiring ownership of part of the land and first rights of refusal on the rest. He negotiated a contract with Whittaker Construction for royalties on the tonnage removed. According to Steve Clement, the amounts under negotiation were for 33-55 cents per ton. According to the engineering drawings provided by Turley, the tonnage was at least 1.5 Million tons of gravel which would go to the Central Utah Project.

Clements said that the contract had been prepared at least 30 days prior to the Provo City Council Work Sessions occasioned by John Chamberlin's concern as expressed to the Council. At those work sessions, when Clements and his associates heard Turley profess that he had never heard a number in excess of 350,000 tons, they were shocked. According to Cindy Richards, member of the Council, Whittaker (I believe in the person of Steve Clements) came to Louise Jorgenson, a city employee & aide to the council, and told her Turley knew what the real tonnage was at the time of the work session the day before, and told her "we want nothing to do with this".

Steve wrote e-mails to Nick Mason & Robin Roberts (unknown if these people were on the council or were city employees) saying 350,000 tons was the highest number he had ever heard. Cindy Richards has copies of these e-mails. There may also be recordings of the work sessions in which Turley made this claim multiple times.

Steve used his position as a Councilman to represent to buyers of his Bayview Project that basement apartments were allowed, and if there were any problems he would get the law changed. Both his misrepresentations to the several buyers, and his assurance that he could get the law changed if problems were encountered, in my opinion constitute Official Misconduct.

**Summary**

I believe that a complete investigation of the events outlined in this report may very well disclose other violations that rise to the level of criminal behavior. Interviews were kept to minimum times in order to complete this assignment before I had to leave for employment in Alaska. All interviews were recorded and a copy of the recordings is included herein.

Sincerely,

John Hanson

**PROVO 002706**

**EXHIBIT "L"**

Craig Carlile (0571)  
Gregory S. Roberts (9092)  
Caleb J. Frischknecht (11648)  
**RAY QUINNEY & NEBEKER P.C.**  
86 North University Avenue, #430  
Provo, Utah 84601-4420  
Telephone: (801) 342-2400

*Attorneys for Plaintiff Steve Turley*

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IN THE FOURTH JUDICIAL DISTRICT COURT, STATE OF UTAH  
UTAH COUNTY, STATE OF UTAH

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STEVE TURLEY, an individual,

Plaintiff,

v.

TRUDY J. CHILDS both individually and as  
the TRUSTEE OF THE TRUDY J. CHILDS  
REVOCABLE TRUST and as SUCCESSOR  
TRUSTEE OF THE RICHARD D. CHILDS  
REVOCABLE TRUST; RORY J. CHILDS as  
SUCCESSOR TRUSTEE OF THE  
RICHARD D. CHILDS REVOCABLE  
TRUST; and DEREK HABEL, an individual,

Defendants.

**DECLARATION OF WYN GEISER**

Civil No. 090402966  
Judge: Steven L. Hansen

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Wyn Geiser declares as follows:

1. I am a resident of the Phoenix, Arizona.
2. I have personal knowledge of the facts contained in this Declaration.



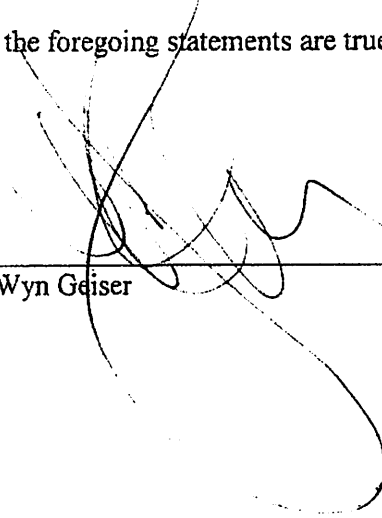
3. On or about July 29, 2009, I purchased an Official Check in the amount of \$2,645,000 made payable to Trudy J Childs with the remitter being Steve Turley (the "Check"). (A copy of the Check is attached hereto as Exhibit A.)

4. I sent a copy of the Check to Steve, and I knew that Steve was going to deliver a copy of the Check to Trudy J Childs or her representative as part of an offer.

5. If Trudy J Childs had accepted the offer, Steve Turley and I could have made arrangements sufficient for me to release the check to Steve for delivery to Trudy J Childs.

I declare under penalty of perjury that the foregoing statements are true and correct.

DATED this 31 day of May, 2011.

  
\_\_\_\_\_  
Wyn Geiser

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_\_\_ day of May, 2011, a true and correct copy of the foregoing **DECLARATION OF WYN GEISER** was served by first class United States mail, postage prepaid, to the following:

Thomas W. Seiler  
Jamis M. Gardner  
Jacob W. Dowse  
ROBINSON, SEILER & ANDERSON, LC  
2500 North University Ave.  
Provo, Utah 84604

1136510

**EXHIBIT A**

30311401 REV 1 02/05 601001377E

62 20/311 2067202545

OFFICIAL CHECK

waMu



PLEASE HOLD UP TO THE LIGHT TO VIEW TRUCK WATERMARK

PLEASE HOLD UP TO THE LIGHT TO VIEW TRUCK WATERMARK

WASHINGTON MUTUAL  
MATCH THE AMOUNT IN WORDS WITH THE AMOUNT IN NUMBERS  
FOUR THOUSAND TWO HUNDRED AND NO/100S  
\$4,200.00  
\*\*\*\*\* JUL 29, 2009 2:11:04 PM \*\*\*\*\*

TRUDY J CHILDS

Pay to this order of:

Drawer: Washington Mutual, a division of JPMorgan Chase Bank, N.A.



AUTHORIZED SIGNATURE

REMITTER STEVE TURLEY

6839 107

Citibank, N.A. - One Penn's Way - New Castle DE 19720

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3876993⑆

⑈2067202545⑈