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FILED IN DISTRICT COURT
THIRD JUDICIAL DISTRICT

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SALT LAKE COUNTY

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

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BECKIE MEISENHEIMER, an individual,)
BRUCE MEISENHEIMER, an individual,)
RANDY VAN NESS, individually and as)
Trustee and a Beneficiary of the)
Holladay Family Trust, MARGARET)
VAN NESS, an individual, and CARDIFF)
INVESTMENTS LLC, a Utah Limited)
Liability Company.)

Plaintiffs,)

v.)

REX WHEELER, an individual, THE)
OCKHAM GROUP, LLC, a Utah Limited)
Liability Company, and BEDROCK)
MARKETING, LLC, a Utah Limited)
Liability Company)

Defendant.

COMPLAINT

(Jury Trial Demanded)

Civil No. 070916370

Judge Fratto

Plaintiffs, through their counsel, complain and allege as follows against
Defendants:

NATURE OF THE ACTION, PARTIES,
JURISDICTION AND VENUE

1. This action arises out of Defendants' solicitation and receipt of over \$1,000,000 of investments from Plaintiffs, and Defendants' refusal to repay Plaintiffs for their investments and/or the interest on their investments even though Defendants promised and are legally obligated to do so.

2. Plaintiffs Beckie Meisenheimer and Bruce Meisenheimer ("the Meisenheimers") are married individuals who reside in Salt Lake County, Utah.

3. Plaintiff Cardiff Investments, LLC ("Cardiff LLC") is a Utah Limited Liability Company with its primary place of business located at 816 East Fox Meadow, Draper, Utah 84020. Plaintiff Bruce Meisenheimer is a member of Cardiff LLC.

4. Plaintiffs Randy Van Ness and Margaret Van Ness are married individuals who reside in Salt Lake County, Utah. Randy Van Ness is a trustee and beneficiary of the Holladay Family Trust (the Van Nesses and the Holladay Family Trust are collectively referred to as "Van Nesses").

4. Defendant Rex Wheeler ("Wheeler") is an individual who resides in Salt Lake County, Utah.

5. Defendant The Ockham Group, LLC ("Ockham LLC") is a Utah Limited Liability Company with its primary place of business located at 4233 South Highland Drive, Salt Lake City, Utah 84124.

6. Defendant Bedrock Marketing LLC ("Bedrock LLC") is a Utah Limited Liability Company with its primary place of business located at 4225 South Holladay Boulevard, Salt Lake City, Utah 84124.

7. This Court has jurisdiction over this action pursuant to Utah Code Ann. § 78-3-4 because this is a civil matter not prohibited by law.

8. Venue is appropriate in this Court pursuant to Utah Code Ann. §§ 78-13-4 and 78-13-7.

FACTUAL ALLEGATIONS

I. The Investment Agreement Between Plaintiffs and Defendants Ockham LLC and Bedrock LLC

9. At all relevant times, defendant Wheeler acted as a financial planner for the Plaintiffs. Through this relationship, Wheeler obtained the Plaintiffs' trust and learned the details of the Plaintiffs' financial positions. Wheeler's financial planning activities were conducted through two entities – Ockham LLC and Bedrock LLC. Wheeler is a Member and Manager of Bedrock LLC, and Bedrock LLC is in turn a Member and Manager of Ockham LLC. Wheeler acted as an agent for both entities.

10. While acting as Plaintiffs' financial planner, Wheeler was approached by various business ventures requesting loans, including by W. Wade Sleater ("Wade") – the member/manager of Markers Holdings, LLC ("Markers LLC") and Atlas Capital, LLC ("Atlas LLC"), both Utah Limited Liability Companies. Wade and his entities were seeking loans for real estate projects they were undertaking. Wade and his entities agreed to pay Defendants a fixed interest rate exceeding 50% per annum for any loans

they could secure, regardless of whether the funds came from Defendants personally or from Wheeler's clients. Other business ventures similarly agreed to pay a fixed interest rate for any loans Defendants could secure, regardless of whether the funds came from Defendants personally or from Wheeler's clients.

11. Acting as Plaintiffs' financial planner and through Ockham LLC and Bedrock LLC, Wheeler persuaded Plaintiffs to invest a total of \$1,085,000 in these outside business ventures, including Wade's and his entities' ventures. The Plaintiffs investments were deposited with Ockham LLC and/or Bedrock LLC and then transferred to the business ventures.

12. Under the terms of the investment contracts with Plaintiffs, Ockham LLC and/or Bedrock LLC were required to repay Plaintiffs the amount of their investments plus monthly interest payments, the percentage of which are set forth in the written documents which Wheeler personally guaranteed.

II. The July 7, 2006 Loan to Bedrock LLC From the Meisenheimers.

13. On July 7, 2006 the Meisenheimers made a unique and distinct \$25,000 loan to Bedrock LLC which was secured by a written promissory note with Bedrock LLC ("July 7, 2006 Bedrock Note"). [A true and correct copy of the July 7, 2006 Bedrock Note is attached as Exhibit 1]. Under the terms of the July 7, 2006 Bedrock Note, Bedrock LLC promised to pay the Meisenheimers the sum of \$25,000. There was no interest associated with this loan. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in

the note, the entire amount owed under the promissory note was due upon the Meisenheimers' demand.

14. This loan and the July 7, 2006 Bedrock Note were separate and apart from the \$1,085,000 Plaintiffs invested with Ockham LLC and Bedrock LLC and in no way impacted the investment contracts between Ockham LLC and Bedrock LLC or the personal guarantees signed by Rex Wheeler.

III. Wheeler's Personal Guarantee to Repay the Plaintiffs' Investments Plus Interest

15. In addition to the investment contracts with Ockham LLC and/or Bedrock LLC, Wheeler "secured" Plaintiffs' investments through seven promissory notes and two amended promissory notes under which Wheeler personally guaranteed to repay Plaintiffs' investments along with all accrued interest. These personal guarantees mirrored and were in addition to the investment contracts with Ockham LLC and/or Bedrock LLC.

A. Wheeler's Personal Guarantee to Repay the Meisenheimers' Investments Plus Interest

16. The first personal guarantee was entered into on June 15, 2006 ("June 15, 2006 Note"). [A true and correct copy of the June 15, 2006 note is attached as Exhibit 2]. Under that note, Wheeler promised to pay the Meisenheimers the sum of \$150,000.00 by no later than June 15, 2008. The terms of the promissory note also obligated Wheeler to pay interest at the rate of twenty-four percent (24%) per annum until the entire \$150,000.00 note was repaid.

17. On January 4, 2007, the Meisenheimers and Wheeler entered an amended promissory note ("the First January 4, 2007 Amended Note"), which superceded and replaced in its entirety the June 15, 2006 Note. [A true and correct copy of the First January 4, 2007 Amended Note is attached as Exhibit 3]. Under the terms of the January 4, 2007 Amended Note, the June 15, 2008 deadline for repayment was removed, and Wheeler promised to pay the Meisenheimers the sum of \$150,000 plus monthly interest payments at the rate of thirty-two percent (32%) per annum until the various business ventures were completed or the \$150,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon the Meisenheimers' demand.

18. The second personal guarantee was entered into on June 21, 2006 ("June 21, 2006 Note"). [A true and correct copy of the June 21, 2006 note is attached as Exhibit 4]. Under that note, Wheeler promised to pay Cardiff LLC the sum of \$200,000.00 by no later than June 21, 2008. The terms of the promissory note also obligated Defendant to pay interest at the rate of twenty-four percent (24%) per annum until the entire \$200,000 note was repaid.

19. On January 4, 2007, the Meisenheimers, Cardiff LLC, and Wheeler entered an amended promissory note (the "Second January 4, 2007 Amended Note") which superceded and replaced in its entirety the June 21, 2006 Note. [A true and correct copy of the Second January 4, 2007 Amended Note is attached as Exhibit 5].

Under the terms of the amended promissory note, the June 21, 2008 deadline for repayment was removed, and Wheeler promised to pay the Meisenheimers the sum of \$200,000 plus monthly interest payments at the rate of thirty-two percent (32%) per annum until the various business ventures were completed or the \$200,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon the Meisenheimers' demand.

20. The third personal guarantee was entered into on December 8, 2006 ("December 8, 2006 Note"). [A true and correct copy of the December 8, 2006 note is attached as Exhibit 6]. Under that note, Wheeler promised to pay the Meisenheimers the sum of \$200,000.00 plus monthly interest payments at the rate of thirty-two percent (32%) per annum until the various business ventures were completed or the \$200,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon the Meisenheimers' demand.

21. The fourth personal guarantee was entered into on October 26, 2006 ("October 26, 2006 Note"). [A true and correct copy of the October 26, 2006 note is attached as Exhibit 7]. Under that note, Wheeler promised to pay the Meisenheimers the sum of \$185,000.00 plus monthly interest payments at the rate of thirty-two percent (32%) per annum until the entire \$185,000 note was repaid. Repayment of the entire

\$185,000.00 principal amount and all of the accrued interest was due nine months after the note was executed – July 26, 2007

22. The fifth promissory note was entered into on January 4, 2007 with Cardiff LLC (“January 4, 2007 Cardiff LLC Note”). [A true and correct copy of the January 4, 2007 Cardiff Note is attached hereto as Exhibit 8]. Under that note, Wheeler promised to pay Cardiff LLC the sum of \$100,000.00 plus monthly interest payments at the rate of thirty-two percent (32%) per annum until the various business ventures were completed or the \$100,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon Cardiff LLC’s demand.

B. Wheeler’s Personal Guarantee to Repay the Van Nesses’ Investments Plus Interest.

23. The sixth promissory note was entered into on November 1, 2006 (“November 1, 2006 Note”). [A true and correct copy of the November 1, 2006 Note is attached as Exhibit 9]. Under that note, Wheeler promised to pay the Van Nesses the sum of \$200,000 plus monthly interest payments at the rate of thirty-six percent (36%) per annum until the various business ventures were completed or the \$200,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon the Van Nesses’ demand.

24. The seventh promissory note was entered into on May 26, 2007 ("May 26, 2007 Note"). [A true and correct copy of the May 26, 2007 Note is attached hereto as Exhibit 10]. Under that note, Wheeler promised to pay the Holladay Family Trust the sum of \$50,000 plus monthly interest payments at the rate of thirty-six percent (36%) per annum until the various business ventures were completed or the \$50,000 note was repaid. If any required payment was not made in full, or if there was any breach or failure to perform any of the covenants or conditions made in the note, the entire amount owed under the promissory note was due upon the Holladay Family Trust's demand.

IV. Defendants Breach Their Agreements to Repay Plaintiffs' Investments Plus Interest.

25. Shortly after entering the investment contracts on behalf of Ockham LLC and Bedrock LLC and executing the personal guarantees, Wheeler contacted Plaintiffs and indicated that all of the Defendants were unable and unwilling to make any of the monthly payments required and were also unable and unwilling to repay the amount owed under any of the promissory notes.

26. In response to Defendants' declaration, Plaintiffs provided Defendants with notice of default and, in accordance with the terms of the investment contracts and the various promissory notes, demanded full repayment of each of the promissory notes. Defendants have refused the Plaintiffs' demands.

FIRST CLAIM FOR RELIEF
(Breach of the July 7, 2006 Bedrock Note – Bedrock LLC)

27. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

28. The Meisenheimers have fulfilled all of their obligations under the July 7, 2006 Bedrock Note. [Exhibit 1].

29. Bedrock LLC has expressly declared that it intends to breach the July 7, 2006 Bedrock Note by failing to make any further payments.

30. In response to Defendants' declarations, the Meisenheimers provided Bedrock LLC with notice of default and demanded full repayment. Bedrock LLC refused these demands.

31. Accordingly, Bedrock LLC is in default under the note and the Meisenheimers are entitled to recover \$25,000.

SECOND CLAIM FOR RELIEF
(Breach of the First January 4, 2007 Amended Note – Rex Wheeler)

32. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

33. The Meisenheimers have fulfilled all of their obligations under both the June 15, 2006 Note and the First January 4, 2007 Amended Note. [Exhibits 2-3].

34. Defendants have expressly declared that they intend to breach the June 15, 2006 Note and the First January 4, 2007 Amended Note by failing to make any further payments.

35. In response to Defendants' declarations, the Meisenheimers provided Defendants with notice of default and demanded full repayment. Defendants refused these demands.

36. Accordingly, Wheeler is in default under the note and the Meisenheimers are entitled to recover \$150,000 in principal, plus interest at the rate of 32% per annum from the date of Defendants' last payment until the date that the note is paid in whole.

THIRD CLAIM FOR RELIEF
(Breach of the Second January 4, 2007 Amended Note – Rex Wheeler)

37. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

38. Plaintiffs have fulfilled all of their obligations under both the June 21, 2006 Note and the Second January 4, 2007 Amended Note. [Exhibits 4-5].

39. Defendants have expressly declared that they intend to breach the June 21, 2006 Note and the Second January 4, 2007 Amended Note by failing to make any further payments.

40. In response to Defendants' declarations, the Meisenheimers provided Defendants with notice of default and demanded full repayment. Defendants have refused these demands.

41. Accordingly, Wheeler is in default under the note and the Meisenheimers are entitled to recover \$200,000 in principal, plus interest at the rate of 32% per annum from the date of Defendants' last payment until the date that the note is paid in whole.

FOURTH CLAIM FOR RELIEF
(Breach of the December 8, 2006 Note – Rex Wheeler)

42. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

43. The Meisenheimers have fulfilled all of their obligations under the December 8, 2006 Note. [Exhibit 6].

44. Defendants have expressly declared that they intend to breach the promissory note by failing to make any further payments.

45. In response to Defendants' declarations, the Meisenheimers provided Defendants with notice of default and demanded full repayment. Defendants have refused these demands.

46. Accordingly, Wheeler is in default under the note and the Meisenheimers are entitled to recover \$200,000 in principal, plus interest at the rate of 32% per annum from Defendants' last payment until the date that the note is paid in whole.

FIFTH CLAIM FOR RELIEF
(Breach of the October 26, 2006 Note – Rex Wheeler)

47. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

48. The Meisenheimers have fulfilled all of their obligations under the October 26, 2006 Note. [Exhibit 7].

49. However, the time stated for repayment of the Meisenheimers' investment expired on July 26, 2007, and Defendants have not repaid the amount owed under the promissory note.

50. Accordingly, Wheeler has breached the promissory note and the Meisenheimers are entitled to recover \$185,000 in principal, plus interest at the rate of 32% per annum from the date of Defendants' last payment until the date that the note is paid in whole.

SIXTH CLAIM FOR RELIEF
(Breach of the January 4, 2007 Cardiff LLC Note – Rex Wheeler)

51. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

52. Cardiff LLC has fulfilled all of its obligations under the January 4, 2007 Cardiff LLC Note. [Exhibit 8].

53. Defendants have expressly declared that they intend to breach the promissory note by failing to make any further payments.

54. In response to Defendants' declarations, Cardiff LLC provided Defendants with notice of default and demanded full repayment. Defendants have refused Cardiff LLC's demands.

55. Accordingly, Wheeler is in default under the note and Cardiff LLC is entitled to recover \$100,000 in principal, plus interest at the rate of 32% per annum from Defendants' last payment until the date that the note is paid in whole.

SEVENTH CLAIM FOR RELIEF
(Breach of the November 1, 2006 Note – Rex Wheeler)

56. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

57. The Van Nesses have fulfilled all of their obligations under the November 1, 2006 Note. [Exhibit 9].

58. Defendants have expressly declared that they intend to breach the promissory note by failing to make any further payments.

59. In response to Defendants' declarations, Van Nesses provided Defendants with notice of default and demanded full repayment. Defendants have refused the Van Nesses' demands.

60. Accordingly, Wheeler is in default under the note and the Van Nesses are entitled to recover \$200,000 in principal, plus interest at the rate of 36% per annum from Defendants' last payment until the date that the note is paid in whole.

EIGHTH CLAIM FOR RELIEF
(Breach of the May 26, 2007 Note – Rex Wheeler)

61. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

62. The Holladay Family Trust has fulfilled all of their obligations under the May 26, 2007 Note. [Exhibit 10].

63. Defendants have expressly declared that they intend to breach the promissory note by failing to make any further payments.

64. In response to Defendants' declarations, the Holladay Family Trust provided Defendants with notice of default and demanded full repayment. Defendants have refused all such demands.

65. Accordingly, Wheeler is in default under the note and the Holladay Family Trust is entitled to recover \$50,000 in principal, plus interest at the rate of 36% per annum from Defendants' last payment until the date that the note is paid in whole.

NINTH CLAIM FOR RELIEF
(Breach of Contract – Ockham LLC & Bedrock LLC)

66. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

67. Plaintiffs had a valid and binding investment contract with Ockham LLC and Bedrock LLC whereby those entities promised to repay the \$1,085,000 Plaintiffs invested plus interest. Plaintiffs have fulfilled all of their contractual obligations under this investment contract.

68. Defendants have expressly declared that they intend to breach the investment contracts by failing to make any further payments.

69. In response to Defendants' declarations, the Plaintiffs provided Defendants with notice of default and demanded full repayment. Defendants have refused all such demands.

70. Accordingly, Ockham LLC and Bedrock LLC are in default under the investment contracts and Plaintiffs are entitled to recover the \$1,085,000 in principal

invested with these entities, plus interest from Defendants' last payment until the date that the note is paid in whole.

TENTH CLAIM FOR RELIEF
(Promissory Estoppel – Ockham LLC & Bedrock LLC)

71. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though full set forth in this claim for relief.

72. Ockham LLC and Bedrock LLC promised Plaintiffs that they would repay Plaintiffs investments and would make monthly interest payments on the investments if Plaintiffs would invest money with Defendants.

73. Plaintiffs acted prudently and in reasonable reliance on Ockham LLC's and Bedrock LLC's promises to repay Plaintiffs by, among other things, investing \$1,085,000 with Ockham LLC and Bedrock LLC.

74. Ockham LLC and Bedrock LLC knew, or should have known, that Plaintiffs relied upon their promise to repay and Plaintiffs should have reasonably expected that their promise to repay Plaintiffs would induce Plaintiffs to invest money with Ockham LLC and Bedrock LLC.

75. As a consequence of Ockham LLC's and Bedrock LLC's failure to repay Plaintiffs, Plaintiffs have been injured and are entitled to recover damages in an amount to be established at trial, but in no event less than \$1,085,000, together with prejudgment and post-judgment interest.

ELEVENTH CLAIM FOR RELIEF
(Unjust Enrichment – Ockham LLC & Bedrock LLC)

76. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

77. Plaintiffs conferred a benefit on Ockham LLC and Bedrock LLC when they deposited \$1,085,000 with these entities.

78. Ockham LLC and Bedrock LLC had knowledge of these deposits and retained the benefit of the deposits.

79. Ockham LLC and Bedrock LLC have failed to pay Plaintiffs for the benefit and it is inequitable for Ockham LLC's and Bedrock LLC's to accept or retain of the benefit of Plaintiffs' deposits without such payment.

80. Accordingly, Plaintiffs are entitled to recover disgorgement and reimbursement of the full benefit they conferred upon Ockham LLC and Bedrock LLC, prejudgment interest, and any other relief, such as reasonable attorney's fees, that it is legal or equitable for Plaintiffs to recover.

TWELFTH CLAIM FOR RELIEF
(Breach of Contract Implied in Fact – Ockham LLC & Bedrock LLC)

81. Plaintiffs repeat and incorporate by reference paragraphs 1 through 26 above, as though fully set forth in this claim for relief.

82. Acting through Wheeler, Ockham LLC and Bedrock LLC requested Plaintiffs to invest \$1,085,000 with them.

83. When Plaintiffs invested this money, they expected Ockham LLC and Bedrock LLC would compensate Plaintiffs in return for their investments.

84. Ockham LLC and Bedrock LLC knew or should have known that Plaintiffs expected such compensation, but failed to provide Plaintiffs with this compensation.

85. Accordingly, Plaintiffs are entitled to recover such compensation which includes the repayment of the entire \$1,085,000 invested along with prejudgment interest, and any other relief, such as reasonable attorney's fees, that it is legal or equitable for Plaintiffs to recover.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for judgment as follows:

1. On the First Claim for Relief, for Breach of Contract, a judgment in favor of Beckie and Bruce Meisenheimer and against Bedrock Marketing LLC for: (a) Damages in an amount to be proven at trial, but exceeding \$25,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

2. On the Second Claim for Relief, for Breach of Contract, a judgment in favor of Beckie and Bruce Meisenheimer and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$150,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

3. On the Third Claim for Relief, for Breach of Contract, a judgment in favor of Beckie and Bruce Meisenheimer and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$200,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

4. On the Fourth Claim for Relief, for Breach of Contract, a judgment in favor of Beckie and Bruce Meisenheimer and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$200,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

5. On the Fifth Claim for Relief, for Breach of Contract, a judgment in favor of Beckie and Bruce Meisenheimer and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$185,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

6. On the Sixth Claim for Relief, for Breach of Contract, a judgment in favor of Cardiff Investments, LLC and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$100,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

7. On the Seventh Claim for Relief, for Breach of Contract, a judgment in favor of Randy and Margaret Van Ness and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$200,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

8. On the Eighth Claim for Relief, for Breach of Contract, a judgment in favor of the Holladay Family Trust and against Rex Wheeler for: (a) Damages in an amount to be proven at trial, but exceeding \$50,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

9. On the Ninth Claim for Relief, for Breach of Contract, a judgment in favor of all Plaintiffs and against The Ockham Group LLC and Bedrock Marketing LLC for: (a) Damages in an amount to be proven at trial, but exceeding \$1,085,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

10. On the Tenth Claim for Relief, for Promissory Estoppel, a judgment in favor of all Plaintiffs and against The Ockham Group LLC and Bedrock Marketing LLC for: (a) Damages in an amount to be proven at trial, but exceeding \$1,085,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

11. On the Eleventh Claim for Relief, for Unjust Enrichment, a judgment in favor of all Plaintiffs and against The Ockham Group LLC and Bedrock Marketing LLC for: (a) Disgorgement and reimbursement of the full benefit Plaintiffs conferred upon The Ockham Group, LLC and Bedrock Marketing LLC, which amount exceeds \$1,085,000; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

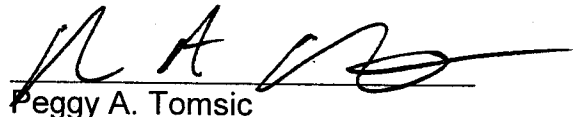
12. On the Twelfth Claim for Relief, for Breach of Contract Implied in Fact, a judgment in favor of all Plaintiffs and against The Ockham Group LLC and Bedrock Marketing LLC for; (a) Damages in an amount to be proven at trial, but exceeding \$1,085,000.00; (b) Prejudgment and post-judgment interest; (c) Costs; (d) Attorney fees; and (e) All such further and other relief to which Plaintiffs may prove to be entitled.

JURY TRIAL

Pursuant to Rule 38 of the Utah Rules of Civil Procedure, Plaintiffs hereby demand trial by jury on all claims and issues in this action which are triable by a jury.

DATED this 16 day of November, 2007.

TOMSIC & PECK^{LLC}

A handwritten signature in black ink, appearing to read 'P A T', is written over a horizontal line.

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