

Division of Securities  
Utah Department of Commerce  
160 East 300 South, 2<sup>nd</sup> Floor  
Box 146760  
Salt Lake City, UT 84114-6760  
Telephone: (801) 530-6600  
FAX: (801)530-6980

**BEFORE THE DIVISION OF SECURITIES  
OF THE DEPARTMENT OF COMMERCE  
OF THE STATE OF UTAH**

**IN THE MATTER OF:**

**PATRIOTS ENERGY GROUP INC,**

**MARK WAYNE WHEELER,**

**ROBERT E. BARTERA,**

**Respondents.**

**STIPULATION AND CONSENT  
ORDER**

**Docket No. SD-21-0007**

**Docket No. SD-21-0008**

**Docket No. SD-21-0009**

The Utah Division of Securities (“Division”), by and through its Director of Enforcement, Dave Hermansen, and Respondents Mark Wayne Wheeler (“Wheeler”) and Patriots Energy Group, Inc. (“PEG”) hereby stipulate and agree as follows:


1. Wheeler and PEG have been the subjects of an investigation by the Division into allegations that they violated the Utah Uniform Securities Act (“Act”), Utah Code Ann. §61-1-1(2) (securities fraud), §61-1-1(3) (securities fraud), and §61-1-3(1) (unlicensed activity) while engaged in the offer and/or sale of securities in or from Utah.
2. On or about April 27, 2021, the Division initiated an administrative action against Wheeler, PEG, and Robert E. Bartera (“Bartera”) (collectively referred to herein as “Respondents”) by filing an Order to Show Cause.



3. On or about September 15, 2021, the Utah Securities Commission (“Commission”) entered an Order for Default Judgement against Bartera, thereby resolving all claims the Division has against Bartera pertaining to this matter.
4. Wheeler and PEG hereby agree to settle this matter with the Division by way of this Stipulation and Consent Order (“Order”). If entered, the Order will fully resolve all claims the Division has against Wheeler and PEG pertaining to the Order to Show Cause.
5. Wheeler and PEG admit that the Division has jurisdiction over them and over the subject matter of this action.
6. Wheeler and PEG hereby waive any right to a hearing to challenge the Division’s evidence and present evidence on their behalf.
7. Wheeler and PEG have read this Order, understand its contents, and voluntarily agree to the entry of the Order as set forth below. No promises or other agreements have been made by the Division, nor by any representative of the Division, to induce Wheeler and PEG to enter into this Order, other than as described in this Order.
8. Wheeler and PEG are aware that they are able to obtain legal counsel to review the terms of the Order, and have elected not to obtain counsel.

### **FINDINGS OF FACTS**

#### **THE RESPONDENTS**

9. PEG is an expired Nevada corporation registered with the Utah Division of Corporations and Commercial Code as a foreign corporation on July 28, 2016.<sup>1</sup> According to entity documents, the purpose of PEG is *“to consult in the oil fracturing business”*. Wheeler is 

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<sup>1</sup> PEG’s entity documents filed with the Utah Division of Corporations and Commercial Code lists the entity’s contact address 222 South Main St., Suite 500, Salt Lake City, Utah 84101. The entity’s status is listed as expired and was last renewed on February 24, 2017.

listed as the president of PEG. On June 29, 2015, PEG filed a Regulation D 506(c) securities exemption with the Securities Exchange Commission and Division for interest in the Fentress Well Completion Project. PEG has never been licensed with the Division. The North Carolina Securities Division and Michigan Department of Licensing and Regulatory Affairs filed administrative actions against PEG in 2018 and 2016 respectively for the sale of unregistered securities and securities fraud.<sup>2</sup>

10. Wheeler resided in Wasatch County, Utah during all times relevant to the allegations asserted herein and has never been licensed in the securities industry. Wheeler is the president of PEG, and established entity bank accounts at Zions Bank in Wasatch County, Utah, account numbers ending in – 0523 and – 8202. Wheeler has sole signatory authority to act on the entity bank accounts.
11. Bartera resided in California at all times relevant to the allegations asserted herein and has never been licensed in the securities industry. Bartera was a PEG sales agent, and solicited investors on behalf of PEG. PEG paid Bartera in connection with his solicitation of investors.

#### RELATED ENTITY INFORMATION

12. Leland Energy, Inc. (“Leland”) is an oil and gas company owned by Stephen M. Thompson (“Thompson”) and registered in Nevada. Leland and Thompson have a long regulatory history of securities violations dating back to 2011 regarding the sale of unregistered securities and fraud. Leland and Thompson had administrative actions filed against them from the Federal Trade Commission, the state of Wisconsin, Pennsylvania,

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<sup>2</sup> See, State of North Carolina Department of the Secretary of State Securities Division, In the Matter of: Patriots Energy Group, Inc. Final Order, File No. 17 SEC 015; See also, State of Michigan Department of Licensing and Regulatory Affairs, In the Matter of: Patriots Energy Group, Inc., Complaint No. 329442.

Connecticut, California, and Washington. Leland received the majority of PEG investor funds and was responsible for providing PEG's sales force and oil well leases.

#### GENERAL ALLEGATIONS

13. The Division's investigation of this matter revealed that from about June 2015 to March 2016, while conducting business in or from the state of Utah, Respondents, directly or indirectly, offered and sold investment opportunities to at least seventy-three (73) investors, and raised approximately \$1,703,569 in connection therewith.
14. The investment opportunities offered and sold by Respondents are investment contracts or interests in an oil and gas lease, which are defined as securities under §61-1-13 of the Act.
15. In connection with the offer and/or sale of securities, Respondents, directly or indirectly, made material omissions and/or misrepresentations of material facts regarding important details such as the risks associated with investing in PEG, and PEG's intended use of investor funds.
16. In connection with the offer and/or sale of securities, Wheeler, directly or indirectly, made material omissions and/or misrepresentations of material facts when he signed and accepted investors' interest purchase agreements to invest in PEG; exercised sole control over PEG's bank accounts; accepted and controlled investor funds; held the role of president of PEG; and allowed the distribution of PEG investment brochures he knew contained misrepresentations regarding the investment in PEG.
17. Respondents utilized investor funds in a manner inconsistent with the representations PEG and Bartera made to investors. For example, Respondents used investor money to pay commissions to PEG sales agents, and to pay investment returns to investors in a

different oil and gas lease investment project.

18. PEG paid and employed Bartera as an agent to offer and sell securities on behalf of PEG to investors, when Bartera was not licensed in the securities industry to do so.
19. PEG offered and/or sold securities that were not registered with the Division, did not qualify for an exemption from registration, and were not federal covered securities for which any notice filing was made.
20. To date, investors are owed at least \$1,703,569 in principal alone on their investments in PEG.

#### INVESTOR INFORMATION

21. PEG solicited investors obtained from "sales lists" PEG purchased, and used sales agents like Bartera and others to solicit investors.
22. PEG and its agents made solicitations by telephone to investors located in Florida, California, Illinois, Colorado, Texas, Kansas, Missouri, Arkansas, Iowa, Georgia, Nebraska, Washington, Minnesota, North Carolina, Nevada, Louisiana, Maine, New Jersey, Illinois, Maryland, New York, and the Canadian province, Ontario.
23. No investor located in Utah was uncovered during the Division's investigation. However, PEG's primary place of business and headquarters are located in Salt Lake City, Utah. PEG's bank accounts are located in Utah; and, PEG directed payments for sales commissions from Utah to sales agents and others.
24. Several investors in PEG are considered "vulnerable adults" under the Act and many used retirement assets to invest in PEG. Many investors also indicated that they were "accredited investors" under the Act.
25. Investors had no role in PEG other than providing investment funds.

## PEG INVESTMENT

### THE SOLICITATIONS AND INVESTMENTS

26. From about June 2015 to March 2016, PEG, Bartera and others solicited investors to invest in PEG.
27. During the solicitations, Respondents, through marketing materials and verbal statements, made numerous statements to investors regarding the investment opportunity in PEG, including, but not limited to, the following:
  - a. That PEG was offering only 30 direct interest units worldwide at \$50,000 per investment to raise a total of \$1,500,000;
  - b. That investors would receive a 1.5% net revenue interest in the Mattingly Well, and a .5% net revenue interest in the Fentress Well;
  - c. That PEG had acquired the Eugene & Sue Fentress Well permit #98674, giving PEG the right to drill the well;
  - d. That the Fentress Well was the largest gas well on record in north west Kentucky;
  - e. That PEG would begin a multi-stage "frack" job on the well starting in early summer 2015;
  - f. That PEG had obtained a "hedge" for investors called the "Production Deficiency Protection Plan" that would return 100% of an investor's principal investment in PEG if the wells did not "*recover 100% of the invested capital in 10 years from the initial date*" of the plan;
  - g. That all investor funds would be used for "*Expenses to include logging, running 4 ½ steel pipe, cement, rods, tubing, pump jacks, motors, road work, site reclamation, separators, flow lines, electric lines, tank pads, rock base, tanks, and most important*

5-8 stage "horizontal" frac job!!";

- h. That investors could expect annual gains of 30% to 58% from their investment with oil and gas productions of 30bbls/well and 300mcf/well, 84% to 157% from their investment with oil and gas productions of 100bbls/well and 500 mcf/well, and 169% - 314% from their investment with oil and gas productions of 200bbls/well and 1000mcf/well;<sup>3</sup>
  - i. That PEG had been responsible for projects involving hundreds of millions of dollars;
  - j. That the management of PEG was composed of an elite group of prominent and experienced businessmen who have been responsible for projects involving hundreds of millions of dollars with degrees from the United States Military Academy; and
  - k. That Wheeler had over 35 years of business experience, four years of military experience, and graduated from the United States Naval Academy.
28. Based upon Respondents' statements verbally and through offering literature, between June 2015 to March 2016, investors invested approximately \$1,703,569 in PEG. Investors made investments by cashier checks, personal checks, and wired payments, as they were instructed to do by Wheeler. Investor funds were deposited into PEG's entity bank account held at Zions Bank in Wasatch County, Utah, account number ending in – 0523.

#### THE INVESTMENT AGREEMENT

29. In exchange for their investment, PEG investors were given several documents to review and sign.

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<sup>3</sup> bbls means a barrel of oil, and is a unit of measurement for volumes of oil; mcf is a unit of measurement of gas in cubic feet.

30. Investors received a document entitled "Interest Purchase Agreement" which was signed and dated by the investor and Wheeler as the "President of PEG". The document provided the Utah address for PEG and stated that investors were purchasing a "2.0% net revenue interest or 2.6% working interest" in the Fentress Well Completion Project. The document also included a list of representations that investors were to acknowledge.
31. Investors also received a packet containing several documents including:
  - a. An "Executive Summary" of the project;
  - b. A letter from a "Petroleum Consultant" assessing the area that was to be drilled;
  - c. Maps of the area to be drilled;
  - d. Return projections based upon gas and oil productions in the area; and
  - e. A letter from Petroleum Mutual Reserve, LLC ("PMR") stating that an "Energy Production Deficiency Protection Plan Pledge Agreement" was approved for coverage of PEG investors in the event their investment in PEG failed to produce the expected returns.
32. Some investors received news articles from Wheeler discussing the oil and gas drilling market based upon the political climate.
33. Some investors also received pictures and brief telephone communications from Wheeler and Bartera discussing the progress of the project.

#### **FRAUDULENT CONDUCT: USE OF INVESTOR FUNDS**

34. An analysis of PEG's bank records revealed that Respondents used investor funds in a manner inconsistent with what Bartera and others represented at the time of solicitation.
35. As the president of PEG, Wheeler was primarily responsible for collecting investor funds, administering PEG's bank account, and making payments to vendors, sales agents, and



drilling companies.

36. As a PEG sales agent, Bartera told investors that their funds would be used for expenses associated with drilling an oil and gas well, and did not disclose that investor funds would be used to pay, for example, Bartera's and other PEG sales agent's commissions.
37. Respondents used investor funds in a manner including, but not limited to, the following:
  - a. Approximately \$5,445 in returns paid to investors in other well completion projects not associated with the Fentress Well;
  - b. Approximately \$32,427 in sales commission payments to Bartera and other PEG sales agents;
  - c. Approximately \$13,773 in salaries paid to administrative staff;
  - d. Approximately \$3,700 in consulting fees; and
  - e. Approximately \$2,261 in bank fees.
38. Based upon an analysis of entity bank records, the majority of investor funds were wired to entities that appear to provide gas and oil drilling well services. These entities included: Leland, Bluegrass Oil Sales & Services, LLC, and B&J Oil Company, Inc.
39. Overall, the majority of investor funds appear to have been used by Wheeler on services and expenses related to gas and oil drilling, such as: the purchase of the well lease, and drilling contracting services.

#### **PETROLEUM MUTUAL RESERVE FUND**

40. In addition to the potential for substantial return, PEG investors were more comfortable with the risks associated with investing in PEG because Respondents told investors that PEG acquired a "hedge" program through PMR called the "Production Deficiency Protection Plan" that would provide investors with protection of their principal

investment.

41. PMR is a dissolved Nevada company that was managed by Ken Furst and Robert A. Freeman (“Freeman”).<sup>4</sup>
42. The purpose of the Production Deficiency Protection Plan was to provide PEG investors with a refund of their principal investment if their investment in PEG did not pay any return in ten years. According to the plan, at the end of ten years, investors would receive the difference of any returns they received from PEG to date, and any principal amount still invested.
43. Bartera told investors that the Production Deficiency Protection Plan was an “insurance policy” for their investment in PEG; and, that investors therefore could not lose their principal investment.
44. Considering the dissolution of PMR and the pending federal lawsuit, it is unlikely that investors will receive their principal investment funds from PMR.

#### WHEELER’S INTERVIEW WITH THE DIVISION

45. On July 31, 2020, the Division interviewed Wheeler in the course of the investigation.
46. During the interview, Wheeler acknowledged the following information to the Division:
  - a. That the projected returns offered in PEG were reasonable considering the oil market at the time of the offering;
  - b. That PEG paid sales commissions to sales agents like Bartera that were contracted through Leland to solicit investors, which was not disclosed to investors;
  - c. That Leland created the PEG sales packet to distribute to investors by sales agents;

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<sup>4</sup>During the Division’s investigation, Mr. Freeman told the Division that PMR was involved in a federal lawsuit with Fernbank, LLC, a hedge fund, for breach of fiduciary duty. Mr. Freeman was unable to provide any additional documentation or information to the Division related to the payments PEG made to PMR for the Production Deficiency Protection Plan; *see also*, case 1:18-cv-01352-TJK, the federal lawsuit referenced by Mr. Freeman.

- and that Wheeler was aware of the content of the sales packet;
- d. That Wheeler never sent investors tax documents for their investments in PEG despite PEG sales agents telling investors they would receive tax documents;
  - e. That Wheeler was the president of PEG and was responsible for book-keeping, administrative duties, collecting funds from investors, paying PEG vendors, and administering PEG's bank accounts;
  - f. That the PMR Energy Production Deficiency Protection Plan Pledge Agreement could be understood to make investor's whole if the PEG investment failed to yield a return after ten years; and
  - g. That there was no plan in place by PEG or PMR to honor the "protection plan" if PMR or PEG ceased to continue business operations.
47. During the interview Wheeler also acknowledged that he should have done a better job of book-keeping and communicating to investors regarding the status of their investment. Wheeler also stated that he was working outside the United States from about December 2016 to July 2019, which is why there was a delay in his response to the Division's investigation.

#### MISSTATEMENTS AND OMISSIONS

- 48. PEG hired Leland to provide marketing literature, drilling and oil-well lease rights, and sales agents to solicit investors.
- 49. Sales agents like Bartera were employed by PEG as independent contractors through Leland, and were paid by PEG to solicit investors.
- 50. In connection with the offer and/or sale of securities, Respondents, directly or indirectly, through its marketing materials and verbal statements, made material misstatements to


investors including, but not limited to, the following:

- a. That PEG was offering only 30 direct interest units worldwide at \$50,000 per investment for a total investment of \$1,500,000, when in fact, this claim was false;
  - b. That PEG had obtained a "hedge" for investors known as the "Production Deficiency Protection Plan" that would return 100% of an investor's principal investment in PEG if the wells did not "*recover 100% of the invested capital in 10 years from the initial date of investment*", when in fact, there was no reasonable basis to make this claim;
  - c. That all investor funds would be used only for "*Expenses to include logging, running 4 ½ steel pipe, cement, rods, tubing, pump jacks, motors, road work, site reclamation, separators, flow lines, electric lines, tank pads, rock base, tanks, and most important a 5-8 stage "horizontal" frac job*", when in fact, this claim was false;
  - d. That PEG would provide investors with an annual tax statement for their PEG investment, when in fact, this claim was false; and,
  - e. That investors could expect annual gains of 30% to 58% from their investment with oil and gas productions of 30bbls/well and 300mcf/well, 84% to 157% from their investment with oil and gas productions of 100bbls/well and 500mcf/well, and 169% to 314% from their investment with oil and gas productions of 200bbls/well and 1000mcf/well, when in fact, there was no reasonable basis to make this claim.
51. In connection with the offer and/or sale of securities, Respondents, directly or indirectly, omitted material information to investors including, but not limited to, the following:
- a. That PEG would use investor funds to pay sales commissions and salaries to PEG

- sales agents, administrative staff and consultants;
- b. That PEG would use investor funds to pay returns to earlier investors in a separate investment offering;
  - c. That earlier investor funds were used in a manner inconsistent with what was represented at the time of solicitation to later investors;
  - d. That Wheeler had approximately \$1,072,668 in unsatisfied judgments and tax liens at the time of solicitation;
  - e. That Respondents were not licensed to sell securities; and
  - f. Some or all of the information typically provided in an offering circular or prospectus relevant to the investment opportunity, such as:
    - i. Business and operating history;
    - ii. Financial statements;
    - iii. Information regarding principals involved in the company;
    - iv. Conflicts of interest;
    - v. Risk factors;
    - vi. Suitability factors for investment; and
    - vii. Whether the securities offered were registered in the state of Utah.
52. To date, investors are owed at least \$1,703,569 in principal alone on their investments in PEG.

### **CONCLUSIONS OF LAW**

#### **Securities Fraud under § 61-1-1(2) of the Act**

53. Based upon the Division's investigative findings, the Division concludes that the investment opportunities offered and sold by Wheeler and PEG are investment contracts
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and/or interests in oil and gas, which are securities under §61-1-13 of the Act.

54. In violation of § 61-1-1(2) of the Act, and in connection with the offer and/or sale of a security, Wheeler and PEG, directly or indirectly misrepresented material facts, as described above.
55. In violation of § 61-1-1(2) of the Act, and in connection with the offer and/or sale of a security, Wheeler and PEG omitted material facts which were necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading as described above.

**Securities Fraud under § 61-1-1(3) of the Act**

56. In violation of § 61-1-3(1) of the Act, Wheeler and PEG directly or indirectly engaged in an act, practice, or course of business which operated as a fraud or deceit on investors. That conduct includes but is not limited to Wheeler and PEG's conversion and misuse of investor funds for purposes not disclosed to or authorized by investors.

**Unlicensed Activity under § 61-1-3(2)(a) of the Act**


57. In violation of §61-1-3(2)(a) of the Act, PEG acted as an unlicensed broker-dealer at the time of the offering, and employed Bartera, an unlicensed agent of PEG.


**REMEDIAL ACTIONS/SANCTIONS**

58. Wheeler and PEG neither admit nor deny the Division's Findings of Fact and Conclusions of Law, but consent to the below sanctions being imposed by the Division.
59. Wheeler and PEG represent that the information they have provided to the Division as part of its investigation is accurate and complete.
60. Wheeler and PEG agree to cease and desist from violating the Act and to comply with the requirements of the Act in all future business in the state of Utah.

61. Wheeler and PEG agree to be barred from associating with any broker-dealer or investment adviser licensed in Utah; from acting as an agent for any issuer soliciting investor funds in the state of Utah; and from being licensed in any capacity in the securities industry in Utah.
62. Pursuant to Utah Code Ann. §61-1-20, and in consideration of the factors set forth in Utah Code Ann. §61-1-31, the Division imposes a total fine amount of \$100,000 against Wheeler and PEG to be paid jointly and severally. Any fine payments received by the Division from Wheeler and PEG will be distributed to those investors who cooperated with the Division's investigation. Wheeler and PEG agree to pay \$25,000 of the fine to the Division within 45 days of the Commission's entry of the final Order. Wheeler and PEG will then pay to the Division a total of \$18,000 in consecutive \$1,500 quarterly payments for three years. If Wheeler and PEG make timely payments toward the fine for the three-year period, the Division will waive \$17,000 of the remaining fine amount. The remaining fine will be due to the Division within 30 days of the final quarterly payment.
63. Wheeler and PEG agree to provide full cooperation with the Division in any further investigation related to this action.

#### **FINAL RESOLUTION**

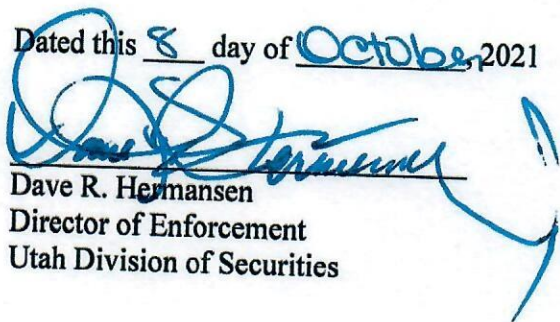
64. Wheeler and PEG acknowledge that this Order, upon approval by Commission, shall be the final compromise and settlement of this matter. Wheeler and PEG acknowledge that the Commission is not required to approve this Order, in which case the Order shall be null and void and have no force or effect. In the event the Commission does not approve this Order, however, Wheeler and PEG expressly waive any claims of bias or prejudgment of the Commission, and such waiver shall survive any nullification.
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65. If Wheeler and PEG materially violate any term of this Order, after notice and an opportunity to be heard before an administrative judge solely as to the issue of a material violation, Wheeler and PEG consent to entry of an order in which the total fine amount is increased by 20% and becomes immediately due and payable, less any payments already made. Notice of the violation will be provided to Wheeler and PEG at their last known address, and to their counsel if they have one. If Wheeler and PEG fail to request a hearing within ten (10) days following the notice, there will be no hearing and the order granting relief will be entered.
66. In addition, if the terms of this Order are not met, the Division may institute judicial proceedings against Wheeler and PEG in any court of competent jurisdiction and take any other action authorized by the Act or under any other applicable law to collect monies owed by Wheeler and PEG or to otherwise enforce the terms of this Order. Wheeler and PEG further agree to be liable for all reasonable attorneys' fees and costs associated with any collection efforts pursued by the Division, plus the judgment rate of interest.
67. Wheeler and PEG acknowledge that the Order does not affect any civil or arbitration causes of action that third-parties may have against them arising in whole or in part from their actions, and that the Order does not affect any criminal causes of action that may arise as a result of the conduct referenced herein. Wheeler and PEG also acknowledge that any civil, criminal, arbitration or other causes of actions brought by third-parties against them have no effect on, and do not bar this administrative action by the Division against them.
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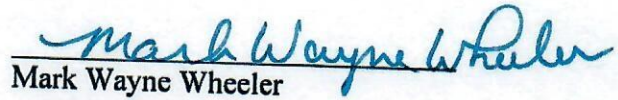


68. This Order constitutes the entire agreement between the parties herein and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements which modify, interpret, construe, or otherwise affect this Order in any way. Upon entry of the Order, any further scheduled hearings involving Wheeler and PEG are canceled. The Order may be docketed in a court of competent jurisdiction.

Dated this 8 day of October, 2021

  
Dave R. Hermansen  
Director of Enforcement  
Utah Division of Securities

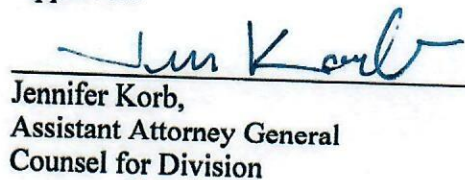
Dated this 4<sup>th</sup> day of October, 2021

  
Mark Wayne Wheeler

Patriots Energy Group Inc.

  
By: Mark Wayne Wheeler, President

Approved:

  
Jennifer Korb,  
Assistant Attorney General  
Counsel for Division

**ORDER**

**IT IS HEREBY ORDERED THAT:**

1. The Division's Findings and Conclusions, which Wheeler and PEG neither admit nor deny, are hereby entered.
2. Wheeler and PEG shall cease and desist from violating the Act and comply with the requirements of the Act in all future business in the state of Utah.
3. Wheeler and PEG shall be barred from associating with any broker-dealer or investment adviser licensed in Utah; from acting as an agent for any issuer soliciting investor funds in the state of Utah; and from being licensed in any capacity in the securities industry in Utah.
4. Pursuant to Utah Code Ann. §61-1-20, and in consideration of the factors set forth in Utah Code Ann. §61-1-31, Wheeler and PEG shall pay a fine of \$100,000 to the Division pursuant to the terms set forth in paragraph 62.
5. Wheeler and PEG shall provide full cooperation with the Division in any further investigation related to this action.


**BY THE UTAH SECURITIES COMMISSION:**

DATED this 14 day of October, 2021.

  
Lyndon L. Rieks

  
Peggy Hunt  
Peggy Hunt (Oct 14, 2021 11:25 MDT)

Peggy Hunt

  
Brent Cochran

  
Lyle White  
Lyle White (Oct 14, 2021 07:53 PDT)

Lyle White

  
Gary Cornia

## CERTIFICATE OF SERVICE

I certify that on the 15 day of October 2021, I mailed and/or emailed a true and correct copy of the Stipulation and Consent Order to:

Mark Wayne Wheeler / Patriots Energy Group, Inc.  
321 East Saddle Drive  
Midway, UT 84049  
Wheelerm@earthlink.net

Robert E. Bartera  
4415 Inglewood Blvd, Apt. 4  
Los Angeles, CA 90066

**And hand-delivered via drop box to:**

Bruce Dibb, Administrative Law Judge  
Department of Commerce

Jennifer Korb, Assistant Attorney General  
Utah Attorney General's Office

Dave R. Hermansen, Director of Enforcement  
Utah Division of Securities

  
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Zoe Gomez-Gonzalez, Executive Secretary