

<p>DISTRICT COURT, COUNTY OF LOGAN, COLORADO</p> <p>110 N. Riverview Road Sterling, CO 80751</p> <hr/> <p>PEOPLE OF THE STATE OF COLORADO,</p> <p>v.</p> <p>EDDIE WAYNE JOHNSON, DOB 1/30/1952 Defendant.</p>	<p>FILED IN COMBINED COURTS™ LOGAN COUNTY, CO.</p> <p>DEC 21 2015</p> <p>Sara J. Harms Clerk of Court</p> <p>▲ COURT USE ONLY ▲</p>
<p>CYNTHIA H. COFFMAN, Attorney General CRYSTAL C. LITTRELL* Assistant Attorney General Criminal Justice Section 1300 Broadway, 9th Floor Denver, Colorado 80203 (720) 508-6689 Registration Number: 36814 *Counsel of Record</p>	<p>Case No.: 15CR 306</p> <p>Div:</p>
<p align="center"><b>COLORADO STATE GRAND JURY INDICTMENT</b></p>	

COUNT ONE: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1), C.R.S. (Class 3 Felony) {50052} {as to \_\_\_\_\_ }

COUNT TWO: THEFT \$20,000 – \$100,000, § 18-4-401(1),(2)(h), C.R.S. (Class 4 Felony) {08A15} {as to \_\_\_\_\_ }

COUNT THREE: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1), C.R.S. (Class 3 Felony) {50052} {as to \_\_\_\_\_ }

COUNT FOUR: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1), C.R.S. (Class 3 Felony) {50052} {as to \_\_\_\_\_ }

COUNT FIVE: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1), C.R.S. (Class 3 Felony) {50052} {as to \_\_\_\_\_ }

COUNT SIX: THEFT \$20,000 – \$100,000, § 18-4-401(1),(2)(h), C.R.S. (Class 4 Felony) {08A15} {as to \_\_\_\_\_ }

COUNT SEVEN: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1),  
C.R.S. (Class 3 Felony) {50052} {as to

COUNT EIGHT: THEFT \$20,000 – \$100,000, § 18-4-401(1),(2)(h), C.R.S. (Class  
4 Felony) {08A15} {as to

COUNT NINE: SECURITIES FRAUD, §§ 11-51-501(1)(b) and 11-51-603(1),  
C.R.S. (Class 3 Felony) {50052} {as to

COUNT TEN: THEFT \$20,000 – \$100,000, § 18-4-401(1),(2)(h), C.R.S. (Class  
4 Felony) {08A15} {as to

COUNT ELEVEN: SECURITIES FRAUD, §§ 11-51-501(1)(c) and 11-51-603(1)  
C.R.S. (Class 3 Felony) {50053} {as to all victims}

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO  1437 Bannock Street Denver, CO 80202	▲ COURT USE ONLY ▲
PEOPLE OF THE STATE OF COLORADO,  v.  EDDIE WAYNE JOHNSON, DOB 1/30/1952 Defendant.	
CYNTHIA H. COFFMAN, Attorney General CRYSTAL C. LITTRELL* Assistant Attorney General Criminal Justice Section 1300 Broadway, 9th Floor Denver, Colorado 80203 (720) 508-6689 Registration Number: 36814 *Counsel of Record	Case No.: 15CR0001  Div: 259
<b>COLORADO STATE GRAND JURY INDICTMENT</b>	

Of the 2015-2016 term of the Denver District Court in the year 2015; the 2015-2016 Colorado State Grand Jurors, chosen, selected and sworn in the name and by the authority of the People of the State of Colorado, upon their oaths, present the following:

**ESSENTIAL FACTS**

Eddie Wayne Johnson (JOHNSON) owned Overland Trailer Mfg., LLC and Overland Corporation, in Sterling, Colorado. These companies were created by JOHNSON to manufacture market and distribute variable use recreational trailers. Overland Trailer Manufacturing, LLC (OTM) was incorporated in Colorado on August 20, 2013. Overland Corporation (OC) was incorporated in Colorado on January 27, 2014. Both companies operated out of JOHNSON'S residence located at 515 N 7<sup>th</sup> St. in Sterling, CO until July 31, 2014, at which

time OC and JOHNSON leased commercial property located at 430 Front Street, Sterling, CO.

Beginning in or about August of 2013 and ending on December 26, 2014, JOHNSON solicited funds from investors. During this time, JOHNSON solicited at least five people, who invested approximately one hundred sixty two thousand dollars (\$162,000), plus a 1942 Chevy Coupe valued at thirty thousand dollars (\$30,000). JOHNSON offered and sold securities in the form of company shares and/or stock of his companies to investors. The investments offered by JOHNSON promised high rates of return with little or no risk.

The investments offered and sold by JOHNSON, evidenced in part by the stock certificates, constitute "securities" pursuant to § 11-51-201(17) C.R.S., and as such, are subject to the provisions of the Colorado Securities Act.

In some instances, when JOHNSON solicited and accepted individual investments, the investors received a stock certificate signed by JOHNSON. JOHNSON promised to pay investors their principal plus interest. Most often, the investors were promised a percentage of the company, with an initial interest payment in a single lump sum payable on or before a date certain, with quarterly dividend payments to follow.

The investment opportunities offered by JOHNSON promised returns of 5% of the profit of the company. Johnson represented to investors that he had contracts and agreements with companies such as Cabela's, Johnson Outdoors, and Harley Davidson for distribution, marketing and sales of the trailers, and that he needed funds for the expansion of his businesses. In soliciting investors, JOHNSON made material untrue statements and omissions of material facts.

The opportunity to invest presented by JOHNSON was generally premised upon the representation that investor funds would be pooled with other investors and used by OTM and OC to manufacture, market and distribute the trailers, in fulfillment of contracts JOHNSON claimed to have with several major companies and corporations, such as Cabela's, Johnson Outdoors, and Harley Davidson. JOHNSON represented to investors that because of the contracts, OTM and OC were capable of generating profits sufficient for large returns to the investors. JOHNSON promised investors quarterly dividends, including payments of up to one hundred thousand dollars (\$100,000). Rather than the purchases of supplies, materials, or land required for the fulfillment of contracts for recreational trailers, investor funds were used by JOHNSON for personal and payroll expenses. Analysis of JOHNSON'S banking activity during

the relevant time period shows that no significant income was generated by JOHNSON'S associated businesses.

JOHNSON did not disclose to investors that he had not actually obtained the contracts for orders as represented. JOHNSON told investors that he had obtained contracts for large orders of his custom trailers. JOHNSON represented that had obtained lucrative contracts with different entities including Cabela's, Johnson Outdoors, and Harley Davidson. JOHNSON solicited and accepted investments to purchase necessary equipment and resources to fulfill these represented orders. In fact, JOHNSON had not obtained any of the represented contracts, and no such orders existed.

In addition, JOHNSON failed to disclose the fact that both civil and criminal cases had been filed against him and his associated businesses and entities in Colorado courts. JOHNSON failed to inform the investors that he had six prior criminal convictions, including convictions for forgery and theft, dating from approximately May 1988 through December 2009. JOHNSON failed to inform investors regarding restitution he owed in a criminal case. In a theft case, 93CR405, JOHNSON was ordered to pay \$69,686.40 in restitution in February 1997. At least \$58,708.14 in restitution in that case remained unsatisfied at the time he solicited investor funds, and remains unsatisfied today.

JOHNSON failed to inform the investors that a judgment had been entered against him in a civil lawsuit. JOHNSON has a \$10,359.03 unsatisfied judgment from March 28, 2000 on his record, resulting from a judgment against him by the Division of Revenue. This judgment remained unsatisfied at the time he solicited investor funds.

JOHNSON failed to inform the investors that he defaulted on lease payments or that OC was evicted from its business premises. On July 31, 2014, OC and JOHNSON entered into a lease agreement with JFK Properties LLC, and for the use of a commercial property located at 430 S. Front Street, Sterling CO 80751. Rent on the unit was to be \$2,000 per month and JOHNSON was to pay the utilities. On December 5, 2014, OC and JOHNSON were evicted from the building where the company offices were housed, due to nonpayment of rent.

JOHNSON failed to disclose the actual risk of the investments. JOHNSON provided no offering document to investors disclosing the true or potential risks of the investment. JOHNSON told investors that their money

would be used for expenses associated with obtaining the necessary equipment for the operation, support, and property needed for the businesses. In fact, none of the investor funds were used to consummate contracts for the production of the trailers as represented by JOHNSON, greatly increasing the risk to the investors. A review of JOHNSON's bank records for OTM indicates that twenty three percent (23%) of investor funds were used by JOHNSON for personal expenses, and another sixty seven percent (67%) was used for business expenses including payroll.

JOHNSON continued the acts, practices and course of business designed to defraud investors in and between August 2013, and through December of 2014. After obtaining investor funds, JOHNSON continued to solicit, accept, and hold investor funds, knowing that the represented contracts and orders did not exist and therefore, could not generate the promised returns. JOHNSON used investor funds to pay personal expenses and continued to make material misstatements and omissions to the investors after their initial investments. JOHNSON did not disclose to investors that he was using their money for personal expenses, that he needed money to make payroll. JOHNSON did not disclose to investors that he did not have contracts in place to sell his trailers to Johnson Outdoors, Cabela's, or Harley Davidson, or that he was not involved with Harley Davidson in a business venture in Fort Morgan.

Through the foregoing omissions and material misstatements, JOHNSON induced investors to make and maintain investments with him, and to make subsequent investments. These resulting business practices operated as a fraud or deceit upon JOHNSON'S investors:

**COUNT ONE**  
**SECURITIES FRAUD - MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)  
{as to \_\_\_\_\_ }

On and between August 30, 2013, and December 26, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ (hereafter, '\_\_\_\_\_'), directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501(1)(b) and 11-51-603(1), as amended, (Securities

Fraud – Class 3 Felony), against the peace and dignity of the People of the State of Colorado, and as more fully set out below:

**COUNT TWO**  
**THEFT \$20,000 – \$100,000 (F4)**  
**C.R.S. § 18-4-401(1),(2)(h)**  
{as to

On and between August 30, 2013, and December 26, 2014, in and triable in the State of Colorado, JOHNSON, unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of; a thing of value, namely: U.S. Currency, of \_\_\_\_\_ with the value of twenty thousand dollars or more but less than one hundred thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive \_\_\_\_\_ of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

Facts that support the offenses set forth in Counts One and Two above include, but are not limited to, the following:

1. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Counts Two and One by this reference.
2. \_\_\_\_\_ resides at \_\_\_\_\_ Alto, MI 49302.
3. \_\_\_\_\_ was interviewed by Investigator Greg Gessford with the Division of Securities on April 8, 2015.
4. \_\_\_\_\_ met JOHNSON while working at a wind farm job site in Sterling, CO. \_\_\_\_\_ reported that JOHNSON built up a story about Cabela's, alleging he had a friend who was an engineer at Cabela's who happened to see a trailer JOHNSON had built. JOHNSON told \_\_\_\_\_ the engineer from Cabela's was interested in the trailer. JOHNSON had drawings of the trailer, which was designed to be an off-road trailer. It was \_\_\_\_\_ s understanding from JOHNSON that the Better Business Bureau and the local firemen of Sterling, Colorado were on board with JOHNSON's business venture.

5. JOHNSON offered \_\_\_\_\_ an opportunity to invest in OTM. JOHNSON offered to let \_\_\_\_\_ buy into OTM for \$50,000 for 5% partnership in OTM.
6. JOHNSON represented that \_\_\_\_\_'s investment would be used to purchase materials supplies and equipment necessary to build a demo trailer, purchase necessary property for the business enterprise, and execute a contract with Cabela's for the purchase and marketing of the trailers. JOHNSON told \_\_\_\_\_ that in order for Cabela's to sign a contract, OTM had to provide a demo trailer. JOHNSON told \_\_\_\_\_ that her initial investment of \$20,000 would be used to build the demo trailer, in order to obtain the contract with Cabela's. JOHNSON further represented to \_\_\_\_\_ that the contract with Cabela's would be sufficient to provide a return on her investment including substantial profits.
7. Prior to \_\_\_\_\_'s investment, JOHNSON represented to \_\_\_\_\_ that he had everything in place, set up, and ready to go with the business venture.
8. Believing it to be a good investment, \_\_\_\_\_ decided to accept JOHNSON'S offer. About and between August 30, 2013 and December 26, 2014, \_\_\_\_\_ provided JOHNSON with approximately fifty two thousand dollars (\$52,000) in funds for the purpose of taking the necessary measures for consummating the contract with Cabela's. In return JOHNSON listed \_\_\_\_\_ on the OTM Articles of Organization, and gave \_\_\_\_\_ verbal assurances that he would repay her investment with a profit generated from his business plan.
9. \_\_\_\_\_ provided the funds to JOHNSON in the following manner:
  - a. On or about August 30, 2013, \_\_\_\_\_ sent a wire transfer to JOHNSON in the amount of twenty thousand dollars (\$20,000) to be invested in OTM.
  - b. On or about December 12, 2013, \_\_\_\_\_ provided a check to JOHNSON for twenty thousand dollars (\$20,000) to be invested in OTM.



- c. On or about January 6, 2014, \_\_\_\_\_ wired five thousand dollars (\$5,000) to JOHNSON to be invested in OTM.
- d. On or about January 28, 2014, \_\_\_\_\_ sent a wire transfer for five thousand dollars (\$5,000) to JOHNSON to be invested in OTM.
- e. On or about June 25, 2014, \_\_\_\_\_ sent an additional wire transfer for two thousand dollars (\$2,000) to JOHNSON to be invested in OTM.

10. After her investment, \_\_\_\_\_ was added to the Articles of Organization as a member of OTM, and JOHNSON added her as a signatory on the bank account of OTM. She was given access to the account, but never withdrew or transferred money from the account. She did make deposits to the account, which JOHNSON reported were used to purchase parts for the demo trailer, or to purchase a base trailer from Maxey Trailers in Fort Collins, CO.

11. \_\_\_\_\_'s principal investments have not been returned, and she has not received interest or dividends on the investments.

**COUNT THREE**  
**SECURITIES FRAUD - MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)  
{as to \_\_\_\_\_}

On or about February 4, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ (hereafter, \_\_\_\_\_), directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact and omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1), as amended, (Securities Fraud - Class 3 Felony), against the peace and dignity of the People of the State of Colorado, and as more fully set out below.

Facts that support the offense set forth in Count Three above include, but are not limited to, the following:

12. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Count Three by this reference.
13. \_\_\_\_\_ resides at \_\_\_\_\_ Sterling, CO 80751.
14. \_\_\_\_\_ was interviewed by Inv. Gessford on April 10, 2015.
15. \_\_\_\_\_ met JOHNSON through JOHNSON'S wife, Becky Johnson. \_\_\_\_\_ overheard Becky talking about a trailer JOHNSON was building. \_\_\_\_\_ subsequently observed JOHNSON build a trailer at a small, two-car garage. JOHNSON talked to \_\_\_\_\_ about making a more commercial trailer and about getting patents in place.
16. JOHNSON told \_\_\_\_\_ that Johnson Outdoors intended to give OC a \$4,000,000 up-front payment for the rights to market the trailers, and that Johnson Outdoors would pay OC more to produce the trailers. JOHNSON promised \_\_\_\_\_ a 5% return on the \$4,000,000 up-front payment that JOHNSON claimed he expected from Johnson Outdoors, because \_\_\_\_\_ helped him get the company off the ground.
17. JOHNSON claimed to \_\_\_\_\_ that Maxey Trailer was going to partner with Overland in building and producing the trailers.
18. JOHNSON approached \_\_\_\_\_ with an opportunity to invest in stock shares of OC and to be a board member. JOHNSON offered \_\_\_\_\_ 1,000 shares in OC for 5% ownership in the LLC, in exchange for \_\_\_\_\_'s 1942 Chevy Coupe, which \_\_\_\_\_ states was valued at approximately \$30,000.
19. \_\_\_\_\_ decided to accept JOHNSON'S offer. On or about February 4, 2014, \_\_\_\_\_ provided JOHNSON with his 1942 Chevy coupe, valued at thirty thousand dollars, in exchange for 30 shares of stock in OC. In return for the automobile, JOHNSON promised to pay \_\_\_\_\_ five percent of the profits of his company. The profits promised by JOHNSON included an "up front" payment from a four million dollar marketing and distribution contract JOHNSON represented that he had procured on behalf of OC.
20. JOHNSON provided \_\_\_\_\_ a Certificate for 30 shares of stock in OC, which is dated February 4, 2014.

21. JOHNSON also provided \_\_\_\_\_ with a Corporate Record of Shares Issued Under Section 1244 of the Internal Revenue Code, which states that the plan to offer shares to \_\_\_\_\_ was accepted by the Board of Directors for OC on February 4, 2014. The document states that 30 shares of common stock were issued with a date of issuance of February 4, 2014, to \_\_\_\_\_ . The document states that a 1942 Chevrolet Coupe was accepted in lieu of consideration of \$78,000. JOHNSON provided \_\_\_\_\_ an Offer to Sell Stock that states the stock was sold to \_\_\_\_\_ at a value of \$2,600 per share. In addition, JOHNSON provided \_\_\_\_\_ a Shareholder Interest and Ownership statement dated February 4, 2014, which is signed by JOHNSON.
22. In connection with his investment, \_\_\_\_\_ was made a board member of the company, although \_\_\_\_\_ had no decision making authority or managerial capacity. \_\_\_\_\_ was employed as a an hourly employee in the areas of building maintenance and shipping and receiving with OC. \_\_\_\_\_ 5% ownership in OC was not contingent upon his employment.
23. At the time of his investment, \_\_\_\_\_ was not aware there were other investors in OC.
24. After his investment, \_\_\_\_\_ spoke to Carl Maxey with Maxey Trailer, who denied JOHNSON's assertion that Maxey and Overland were going to partner in producing trailers. Maxey denied any business association with JOHNSON.
25. In March 2014, JOHNSON gave \_\_\_\_\_ copies of a contract stating that Cabela's wanted to do business with OC to manufacture trailers for sale in retail stores. \_\_\_\_\_ later discovered that the document was drafted through LegalZoom by JOHNSON and did not come from Cabela's legal department.
26. According to \_\_\_\_\_ on December 4, 2014, \_\_\_\_\_ received a phone call from JOHNSON's step-daughter saying that OC was a scam, and asking if \_\_\_\_\_ wanted his car back. JOHNSON subsequently deeded the 1942 Chevy Coupe back to \_\_\_\_\_ December 10, 2014.

**COUNT FOUR**  
**SECURITIES FRAUD - MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)

{as to \_\_\_\_\_ }

On or about and between May 1, 2014 and September 4, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ (hereafter, \_\_\_\_\_), directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact and omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501(1)(b) and 11-51-603(1), as amended, (Securities Fraud – Class 3 Felony), against the peace and dignity of the People of the State of Colorado, and as more fully set out below.

**COUNT FIVE**  
**SECURITIES FRAUD – MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)  
{as to \_\_\_\_\_ }

On or about and between November 20, 2014 and November 24, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact and omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501(1)(b) and 11-51-603(1), as amended, (Securities Fraud – Class 3 Felony), against the peace and dignity of the People of the State of Colorado, and as more fully set out below.

**COUNT SIX**  
**THEFT \$20,000 – \$100,000 (F4)**  
C.R.S. § 18-4-401(1),(2)(h)  
{as to \_\_\_\_\_ }

On and between September 4, 2014 and November 24, 2014, in and triable in the State of Colorado, JOHNSON, unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: U.S.

Currency, of \_\_\_\_\_, with the value of twenty thousand dollars or more but less than one hundred thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive \_\_\_\_\_ of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

The offenses in Counts Four through Six of this Indictment were committed in the following manner:

27. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Counts Four through Six by this reference.
28. \_\_\_\_\_ resides at \_\_\_\_\_ Norfolk, NE 68701.
29. \_\_\_\_\_ was interviewed by Investigator Gessford on December 7, 2015.
30. \_\_\_\_\_ met JOHNSON after being referred by Becky Johnson, JOHNSON's wife, who talked to \_\_\_\_\_ about a trailer that JOHNSON was building.
31. \_\_\_\_\_ met with JOHNSON twice, approximately four months before investing. The meetings occurred at JOHNSON's office. \_\_\_\_\_ believed JOHNSON's office was located on Front Street in Sterling, CO.
32. \_\_\_\_\_ stated that, during his meetings with JOHNSON, JOHNSON showed \_\_\_\_\_ a demo trailer as an example of what JOHNSON planned on producing. JOHNSON talked to \_\_\_\_\_ about the trailers he was planning on producing. JOHNSON represented that he had two or three patents on the trailers, and showed \_\_\_\_\_ pictures of what he reported to have patents on. JOHNSON told \_\_\_\_\_ he had other investors on board. JOHNSON told \_\_\_\_\_ that JOHNSON had money in place for investors to see a substantial and profitable return on their money.
33. JOHNSON offered \_\_\_\_\_ an opportunity to invest in stock shares of OC. JOHNSON represented that \_\_\_\_\_'s investment would be used for business purposes of OC.

34. JOHNSON also stated to \_\_\_\_\_ that JOHNSON had a contract with Johnson Outdoors to buy trailers from JOHNSON. JOHNSON told \_\_\_\_\_ that he was working on getting a contract from Cabela's to purchase the trailers, and claimed Harley Davidson was interested in some land that JOHNSON owned in Fort Morgan, and that JOHNSON would be involved in that business venture.
35. JOHNSON told \_\_\_\_\_ that he would use \_\_\_\_\_'s funds to buy the base trailers that JOHNSON and his workers would modify to sell. JOHNSON told \_\_\_\_\_ that he could produce a trailer every day or two.
36. JOHNSON told \_\_\_\_\_ that he would see a return on his investment between six months to a year from the date of his investment. He would see a return on his investment in the form of dividends. \_\_\_\_\_ was told he was buying stock in the company. \_\_\_\_\_ didn't recall if he received any certificates as evidence of the investment.
37. JOHNSON told \_\_\_\_\_ he would be repaid his principal investment and also receive the dividend payments according to his percentage of stock ownership.
38. \_\_\_\_\_ decided to accept JOHNSON'S offer. Between September 4, 2014 and November 24, 2014, \_\_\_\_\_ provided JOHNSON with approximately sixty thousand dollars (\$60,000) in funds for OC.
39. JOHNSON collected the investment funds in the following manner:
- a. On or about September 4, 2014, \_\_\_\_\_ provided to JOHNSON, by hand delivery at the Front Street office, the amount of thirty thousand dollars (\$30,000) to be invested in OC.
  - b. On or about November 24, 2014, \_\_\_\_\_ provided to JOHNSON a wire transfer in the amount of thirty thousand dollars (\$30,000) to be invested in OC.
40. About three or four days prior to the November 24, 2014 investment, JOHNSON texted and called \_\_\_\_\_ to say he needed additional funds to buy more trailers. JOHNSON represented to \_\_\_\_\_ at this time that he had the company up and running. JOHNSON did not disclose to \_\_\_\_\_ that he needed money to make payroll.

41. Prior to investing, \_\_\_\_\_ asked JOHNSON if "He was Clean," referring to whether JOHNSON had any outstanding debts. JOHNSON replied that he was.

42. \_\_\_\_\_'s principal investments with JOHNSON have not been returned, and he has not received interest or dividends on the investments.

**COUNT SEVEN**  
**SECURITIES FRAUD – MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)  
{as to

On or about and between October 24, 2014 and October 27, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ (hereafter, "\_\_\_\_\_"), directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of a material fact and omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1), as amended, (Securities Fraud – Class 3 Felony), against the peace and dignity of the People of the State of Colorado, and as more fully set out below:

**COUNT EIGHT**  
**THEFT \$20,000 – \$100,000 (F4)**  
C.R.S. § 18-4-401(1),(2)(h)  
{as to

On or about and between October 24, 2014 and October 27, 2014, in and triable in the State of Colorado, JOHNSON, unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: U.S. Currency, of \_\_\_\_\_ with the value of twenty thousand dollars or more but less than one hundred thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive \_\_\_\_\_ of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

The offenses in Counts Seven and Eight of this Indictment were committed in the following manner:

43. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Counts Seven and Eight by this reference.
44. \_\_\_\_\_ resides at \_\_\_\_\_ Sterling, CO 80751.
45. JOHNSON offered \_\_\_\_\_ an opportunity to invest in stock shares of OC. JOHNSON represented to \_\_\_\_\_ that if she invested thirty thousand dollars (\$30,000) in OC, she would receive stock for 5% ownership in OC, and she would receive 5% of the net profits. JOHNSON told \_\_\_\_\_ she would receive a return on her investment within one year of the date of her investment, and quarterly after that.
46. JOHNSON guaranteed the success of the company, and cited a contract with SC Johnson that he showed to \_\_\_\_\_. The contract showed that SC Johnson was to buy 500 trailers in the first year. JOHNSON reported that there were no risks in investing with OC, and claimed to have fourteen patents that would protect their corner of the market.
47. JOHNSON represented to \_\_\_\_\_ that the assets of the company included a one million dollar deposit for a contract purchase of 500 trailers in the first year, which JOHNSON represented that he had procured on behalf of OC.
48. \_\_\_\_\_ decided to accept JOHNSON'S offer. On or about October 27, 2014, \_\_\_\_\_ provided JOHNSON thirty thousand dollars (\$30,000), by wire transfer, in exchange for stock shares of OC.
49. JOHNSON provided \_\_\_\_\_ a Certificate from OC dated October 24, 2014, which certified \_\_\_\_\_ was the registered holder of 150 shares in OC.
50. JOHNSON did not tell \_\_\_\_\_ that her investment would be used for JOHNSON'S personal use or to make payroll. JOHNSON told \_\_\_\_\_ that payroll wasn't an issue for the next year, and that money was not an issue for the company, because he had \$1,000,000 in the bank that came from SC Johnson.



51. principal investment has not been returned, nor has she received interest or dividends on her investment.

**COUNT NINE**  
**SECURITIES FRAUD - MATERIAL FACT (F3)**  
C.R.S. §§ 11-51-501(1)(b) and 11-51-603(1)  
{as to \_\_\_\_\_}

On or about and between October 30, 2014 and November 10, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_ (hereafter "\_\_\_\_\_"), directly or indirectly, unlawfully, feloniously, and willfully made an untrue statement of material fact or omitted to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made not misleading, contrary to the form of the statutes in such case made and provided, C.R.S. §§11-51-501(1)(b) and 11-51-603(1), as amended, (Securities Fraud - Class 3 Felony), against the peace and dignity of the People of the State of Colorado.

**COUNT TEN**  
**THEFT \$20,000 - \$100,000 (F4)**  
C.R.S. § 18-4-401(1),(2)(h)  
{as to \_\_\_\_\_}

On or about and between October 30, 2014 and November 10, 2014, in and triable in the State of Colorado, JOHNSON, unlawfully, feloniously, and knowingly, without authorization or by threat or deception, obtained, retained, or exercised control over; or knowing or believing it to have been stolen, received, loaned money by pawn or pledge on, or disposed of, a thing of value, namely: U.S. Currency, of \_\_\_\_\_ with the value of twenty thousand dollars or more but less than one hundred thousand dollars, and knowingly used, concealed, or abandoned the thing of value in such manner as to permanently deprive \_\_\_\_\_ of its use or benefit; in violation of section 18-4-401(1)(b),(2)(h), C.R.S.

The offenses in Counts Nine and Ten of this Indictment were committed in the following manner:

52. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Counts Nine and Ten by this reference.

53. \_\_\_\_\_ resides at \_\_\_\_\_ Denver, CO 80210.

54. \_\_\_\_\_ was interviewed by Inv. Gessford on April 7, 2015.

55. \_\_\_\_\_, who worked at Fairway Mortgage, introduced \_\_\_\_\_ to JOHNSON. JOHNSON invited \_\_\_\_\_ to a company BBQ on October 30, 2014, where he told \_\_\_\_\_ that he owned a large parcel of land that he intended to carve a part off of to develop and build homes on. \_\_\_\_\_ was interested in this opportunity based upon her background in the mortgage industry. JOHNSON claimed he had already negotiated with a builder to buy five lots on the lake on this property, and that the property development venture was contingent on the success of the trailer business. \_\_\_\_\_ and JOHNSON began exchanging text messages about this opportunity.

56. JOHNSON told \_\_\_\_\_ he wanted her to be involved in OC on a corporate level. JOHNSON offered \_\_\_\_\_ an opportunity to invest in stock shares of OC. JOHNSON represented to \_\_\_\_\_ that if she invested thirty six thousand dollars (\$36,000) in OC, she would receive stock for 5% ownership in OC. Returns on the investment were to come in the form of quarterly dividends. JOHNSON told \_\_\_\_\_ she would see a return at the close of the first quarter that she invested in, and quarterly returns should be one hundred thousand dollars (\$100,000) for her 5%.

57. JOHNSON told \_\_\_\_\_ that he had a legal team advising him on business and patent matters dealing with the company. This legal advising team allegedly was closing the offering and \_\_\_\_\_ had to invest before noon on Monday November 10, in order to receive the return from the quarter closing at the end of December.

58. Prior to her investment, JOHNSON told \_\_\_\_\_ that a scuba company in Australia and the outdoor division of Johnson & Johnson had pre-purchased/ordered 100 trailers. JOHNSON stated the prepayment from these orders was funding the labor and purchasing occurring at OC and OTM.

59. JOHNSON told \_\_\_\_\_ that through his contact at Harley Davidson he had developed a concept to build a Harley dealership and trailer manufacturing facility. JOHNSON told \_\_\_\_\_ he had the land in his possession and \_\_\_\_\_'s investment funds were to be used for the build out of this facility and for the growth of the company. JOHNSON discussed the possibility of \_\_\_\_\_'s company opening a Fairway Mortgage office at the Harley/trailer building.
60. JOHNSON told \_\_\_\_\_ he had 11-13 patents.
61. JOHNSON told \_\_\_\_\_ he had a spot on Good Morning America and on the Oprah show to talk about his trailers.
62. Based upon Johnson's representations, \_\_\_\_\_ understood that if her investment of \$36,000 entitled her to 5% ownership of the company, then the company was valued around \$720,000.
63. \_\_\_\_\_ decided to accept JOHNSON'S offer. On or about November 10, 2014, \_\_\_\_\_ provided JOHNSON thirty six thousand dollars (\$36,000), by wire transfer, in exchange for stock shares of OC. In return JOHNSON represented to pay \_\_\_\_\_ five percent (5%) of the profits of OC. JOHNSON represented that dividends were going to be paid at the end of the fourth quarter, and said that a majority, if not all, of her investment would be paid back at the end of the first quarter of the 2015 calendar year, as soon as JOHNSON could roll out the first set of trailers. JOHNSON represented to \_\_\_\_\_ that the dividend payment could be as much one hundred thousand dollars (\$100,000).
64. \_\_\_\_\_ was aware, but only because \_\_\_\_\_ told her, that JOHNSON had a prior criminal case that allegedly involved him impersonating an attorney. JOHNSON never disclosed his criminal history to \_\_\_\_\_ and she was unaware of the number or scope of his criminal offenses.
65. After her investment, JOHNSON became non-responsive when questioned by \_\_\_\_\_ about why she wasn't receiving a return on her investment, avoiding her phone calls and text messages.
66. \_\_\_\_\_'s principal investment has not been returned, nor has she received interest or dividends on her investment.

**COUNT ELEVEN**  
**SECURITIES FRAUD - COURSE OF BUSINESS (F3)**  
C.R.S. §§ 11-51-501(1)(c) and 11-51-603(1)  
{as to all investors}

On and between August 30, 2013, and December 26, 2014, in and triable in the State of Colorado, JOHNSON, in connection with the offer, sale, or purchase of any security to \_\_\_\_\_, and/or \_\_\_\_\_, directly or indirectly, unlawfully, feloniously, and knowingly engaged in any course of business which operated or would operate as a fraud or deceit upon any person, contrary to the form of the statutes in such case made and provided, C.R.S. §11-51-501(1)(c) and §11-51-603(1), as amended, (Securities Fraud – Class 3 Felony) against the peace and dignity of the People of the State of Colorado.

The offense in Count Eleven of this Indictment was committed in the following manner:

67. All of the facts supporting all other counts in this Indictment and the Essential Facts are incorporated in Count Eleven by this reference.

68. For approximately fifteen months, between August 30, 2013, and December 26, 2014, JOHNSON made numerous fraudulent sales of securities to Colorado investors \_\_\_\_\_, and \_\_\_\_\_.

69. JOHNSON made misrepresentations to investors regarding business contracts and opportunities, in order to solicit and maintain investments. JOHNSON solicited investors to invest in fraudulent or non-existent business ventures, including lucrative contracts with Cabela's, Johnson Outdoors, Harley Davidson, and Maxey Trailer:

a. JOHNSON told \_\_\_\_\_ that Maxey Trailer and OC were going to partner in producing trailers. However, when contacted by \_\_\_\_\_; Maxey Trailer denied any business association with JOHNSON.

b. JOHNSON represented to \_\_\_\_\_ and \_\_\_\_\_ that he had a business relationship with Cabela's. JOHNSON represented to \_\_\_\_\_ that an engineer from Cabela's was interested in his trailer, and that the contract with Cabela's would be sufficient to

provide a return on her investment including substantial profits. JOHNSON also represented to \_\_\_\_\_ that he was working on getting a contract from Cabela's to purchase trailers. JOHNSON provided \_\_\_\_\_ copies of a contract stating that Cabela's wanted to do business with OC to manufacture trailers for sale in retail stores. \_\_\_\_\_ later discovered that the document did not come from Cabela's legal department. Cabela's has denied any business association or contracts with JOHNSON.

- c. JOHNSON represented to \_\_\_\_\_ that JOHNSON had a contract with Johnson Outdoors to buy trailers from JOHNSON. JOHNSON told \_\_\_\_\_ that Johnson Outdoors intended to give OC a \$4,000,000 up-front payment for the rights to market the trailers, and that Johnson Outdoors would pay OC more to produce the trailers. JOHNSON promised \_\_\_\_\_ a 5% return on the \$4,000,000 up-front payment. However, Johnson Outdoors has denied any business association or contracts with JOHNSON. JOHNSON told \_\_\_\_\_ that a scuba company in Australia and the outdoor division of Johnson & Johnson had pre-purchased/ordered 100 trailers. JOHNSON stated the prepayment from these orders was funding the labor and purchasing occurring at OC and OTM.
- d. JOHNSON represented to investors that he had a business relationship with Harley Davidson. JOHNSON represented to \_\_\_\_\_ that Harley Davidson was interested in some land that JOHNSON owned in Fort Morgan. JOHNSON also told \_\_\_\_\_ that through a contact of JOHNSON's at Harley Davidson he had developed a concept to build a Harley dealership and trailer manufacturing facility. JOHNSON told \_\_\_\_\_ he had the land in his possession and \_\_\_\_\_'s investment funds were to be used for the build out of this facility and for the growth of the company. JOHNSON discussed the possibility of \_\_\_\_\_'s company opening a Fairway Mortgage office at the Harley/trailer building.

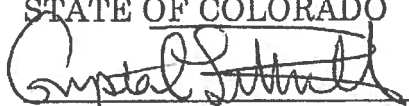
70. JOHNSON made misrepresentations to investors regarding OC's and OTM's status and reputation in the community. JOHNSON told \_\_\_\_\_ he had a spot on Good Morning America and on the Oprah show to talk about his trailers. JOHNSON represented to \_\_\_\_\_ that the Better Business Bureau and the local firemen of Sterling, Colorado were on board with JOHNSON's business venture.

71. When confronted, JOHNSON became non-responsive. After [redacted]'s investment, JOHNSON became evasive in text messages when questioned by [redacted] about her dividend, and became non-responsive when she asked to meet in person. JOHNSON eventually stopped responding to altogether.
72. JOHNSON exerted time pressure on investors to solicit investments. JOHNSON told [redacted] that he had a legal team advising him on business and patent matters dealing with the company. This legal advising team allegedly was closing the offering and [redacted] had to invest before noon on Monday November 10, in order to receive the return from the quarter closing at the end of December.
73. JOHNSON provided investors with stock certificates, Articles of Incorporation, and other documents to evidence their investments in these various investment schemes. JOHNSON never told investors of any risks associated with the investments. JOHNSON made and maintained numerous untrue statements of material facts to these investors prior and subsequent to their investments with him. JOHNSON also failed to disclose material information to these investors. The investments remain unpaid and past due.

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO</p> <p>1437 Bannock Street Denver, CO 80202</p> <hr/> <p>PEOPLE OF THE STATE OF COLORADO,</p> <p>Plaintiff,</p> <p>v.</p> <p>EDDIE WAYNE JOHNSON, DOB: 1/30/1952</p> <p>Defendant.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>CYNTHIA H. COFFMAN, Attorney General CRYSTAL C. LITRELL* Assistant Attorney General 1300 Broadway, 9<sup>th</sup> Floor Denver, CO 80203 303-508-6689 Registration Number: 36814 *Counsel of Record</p>	<p>Case No.: 15CR0001 Div.: 259</p>
<p align="center"><b>NOTIFICATION UNDER C.R.S. §13-73-103</b></p>	

Pages 23 through 26 of the True Bills from the Grand Jury have purposely been omitted due to C.R.S. §13-73-103, which states that the identity of the State-wide Grand Jurors shall be deemed confidential. Pages 23 through 26 have the name and signatures of the Grand Jury Foreperson.

CYNTHIA H. COFFMAN  
ATTORNEY GENERAL  
STATE OF COLORADO




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Crystal C. Littrell, #36814  
Assistant Attorney General  
Criminal Justice Section

CYNTHIA H. COFFMAN  
ATTORNEY GENERAL  
STATE OF COLORADO



Crystal C. Littrell, #36814  
Assistant Attorney General  
Criminal Justice Section

The 2015-2016 Colorado Statewide Grand Jury presents the within Indictment,  
and the same is hereby

ORDERED FILED this 10<sup>th</sup> day of December 2015.

Pursuant to § 13-73-107, C.R.S., the Court designates Lujan County,  
Colorado as the county of venue for the purposes of trial.



MICHAEL A. MARTINEZ  
Chief Judge, Second Judicial District