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BEFORE THE DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

OF THE DEPARTMENT OF COMMERCE

OF THE STATE OF UTAH

IN THE MATTER OF THE ISSUANCE OF A PROBATIONARY LICENSE TO JETHRO J BARLOW TO PRACTICE AS A CERTIFIED PUBLIC ACCOUNTANT IN THE STATE OF UTAH	))))))	**MEMORANDUM OF UNDERSTANDING AND ORDER** **CASE NO. DOPL 2008-48**

DOPL FM 007 REV 1/25/05

JETHRO J BARLOW, ("Respondent") submitted an application for licensure as certified public accountant on or about December 3, 2007 Respondent has previously been subject to disciplinary action by the Division of Occupational and Professional Licensing ("Division") in Case No DOPL 2004-124 wherein Respondent agreed to surrender his license as a CPA in the State of Utah as the result of unprofessional conduct involving (1) disciplinary action taken by the Securities and Exchange Commission ("SEC") on December 14, 2000, wherein the SEC issued an order permanently denying Respondent the privilege of practicing before the SEC and (2) on January 15, 2002 when Respondent falsely represented on an application for reinstatement of his Utah CPA license that Respondent never had any action by any agency where his privilege to practice as a CPA has been conditioned, curtailed, limited, restricted, suspended or revoked in any way

Based upon Respondent's unprofessional conduct described above, Respondent and Division, as evidenced by their signatures on this Memorandum of Understanding and Order, agree that Respondent shall be issued a probationary license to practice as a certified public accountant in the State of Utah subject to the following terms and conditions, which shall be in effect for a period of two years commencing upon the date this Memorandum of Understanding and Order is approved by the Division Director as evidenced by his signature

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DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

1 Respondent admits the jurisdiction of the Division over Respondent and over the subject matter of this action Respondent admits that Respondent's conduct described above is unprofessional conduct as defined in Utah Code Ann § 58-1-501(c) and (h) Respondent understands that the issuance of the Order in this matter is disciplinary action against Respondent's license pursuant to Utah Administrative Code R156-1-102(7) and Utah Code Ann § 58-1-401(2)

2 Respondent acknowledges that Respondent enters into this Memorandum of Understanding and Order knowingly and voluntarily, and other than what is contained in this Memorandum of Understanding and Order, no promise or threat whatsoever has been made by the Division, or any member, officer, agent or representative of the Division to induce Respondent to enter into this agreement

3 Respondent understands that Respondent has the right to be represented by an attorney in this matter, and the Respondent has either sought the advice of counsel or knowingly waives Respondent's right to counsel in this matter

4 Respondent acknowledges that this Memorandum of Understanding and Order, if adopted by the Director of the Division, will be classified as a public document The Division may release this Memorandum of Understanding and Order, and will release other information about this disciplinary action against Respondent's license, to other persons and entities

5 Respondent shall successfully complete and satisfy the following terms and conditions

a Respondent shall meet with the Utah Board of Accountancy ("Board") or the Division's probation monitoring staff on a quarterly basis or at such other greater or lesser frequency as determined by the Board and Division for the duration of the Memorandum of Understanding

b Respondent shall notify the Board in writing within one (1) week of any change of employer, employment status, or practice status This notification is required regardless of whether Respondent is employed in Respondent's profession

c If Respondent leaves the State of Utah for a period longer than sixty (60) days, Respondent shall notify the Division and Board in writing of the dates of Respondent's departure and return. The licensing authorities of the jurisdiction to which Respondent moves shall be notified by Respondent in writing of the provisions of this Memorandum of Understanding Periods of residency or practice outside the State of Utah may apply to the reduction of the period this Memorandum of Understanding is in effect, if the new state of residency places equal or greater conditions upon the Respondent as those contained in this Memorandum of Understanding

d If Respondent is arrested or charged with a criminal offense by any law enforcement agency, in any jurisdiction, inside or outside the State of Utah, for any

reason, Respondent agrees to cause the Division and Board to be notified immediately If Respondent at any time during the period of this agreement is convicted of a criminal offense of any kind, or enters a plea in abeyance to a criminal offense of any kind, including a pending criminal charge, the Division may take appropriate action against Respondent, including imposing appropriate sanctions, after notice and opportunity for hearing Such sanctions may include revocation or suspension of Respondent's license, or other appropriate sanctions

e Respondent shall maintain a current license at all times during the period of this agreement

f Respondent shall immediately notify the Division in writing of any change in Respondent's residential or business address

g In the event Respondent does not practice as a certified public accountant for a period of sixty (60) days or longer, Respondent shall notify the Board in writing of the date Respondent ceased practicing The period of time in which Respondent does not practice shall not be counted toward the time period of this Memorandum of Understanding It shall be within the discretion of the Board to modify this requirement if Respondent satisfactorily explains to the Board that compliance in Respondent's case was impractical or unduly burdensome Respondent must work at least sixteen (16) hours per week and no more than forty-eight (48) hours per week to be considered "practicing" in Respondent's profession

h Respondent shall provide a copy of this Memorandum of Understanding to any associate with whom Respondent has any formal practice association and to any employer of Respondent

i Respondent shall not engage in any practice before the SEC until and unless the SEC agrees to remove the permanent revocation of privilege to practice before the SEC

j Respondent shall not engage in preparing or submitting to any client any financial reports requiring full disclosure (including but not limited to any audited financial statements, reviewed financial statements, compiled financial statements, or reports on agreed upon procedures) unless the report(s) is approved for release to the client by a qualified CPA that has been pre-approved the Board who has reviewed the report to determine if professional standards have been followed

k Respondent shall cause the CPA reviewing any reports under paragraph 5j to submit quarterly evaluations to the Division These evaluations shall summarize Respondent's timeliness and competence in preparing the reports

l If the Respondent does not engage preparing reports under paragraph 5j or is not working as a CPA in Utah, Respondent shall submit a written statement on a

quarterly basis to the Division that Respondent is not engaged in the preparation of reports or in practice of certified public accountancy and shall describe the type of employment or business in which the Respondent is working

m Respondent shall provide to the CPA who reviews his reports a copy of this Memorandum of Understanding and cause any such evaluator to acknowledge to the Board in writing that a copy of this Memorandum of Understanding has been provided to the evaluator and that the evaluator agrees to review the Respondent's work as required and file timely evaluations with the Division as required by this Memorandum of Understanding

n Respondent shall timely enroll in and fully comply with in any Utah peer review requirement

o Respondent shall be responsible for payment of all costs of the evaluator, peer reviews, or any other costs associated with complying with the terms of the Memorandum of Understanding

p Failure of Respondent to pay any costs associated with this Memorandum of Understanding constitutes a violation of the Memorandum of Understanding

6 Respondent agrees to abide by all applicable federal and state laws, regulations, rules or orders related to Respondent's practice as a certified public accountant

7 Respondent understands that the issuance of a license pursuant to this Memorandum of Understanding and Order is a partial denial of licensure, and Respondent hereby waives the right to any administrative review of that partial denial of licensure

8 If Respondent successfully completes the terms of this Memorandum of Understanding and Order, the conditions on Respondent's license to practice as a certified public accountant will be lifted and Respondent's license will not be subject to further restriction

9 If Respondent violates any term or condition of this Memorandum of Understanding, the Division may take action against Respondent including imposing appropriate sanction, in the manner provided by law Such sanction may include revocation or suspension of Respondent's license, or other appropriate sanction

10 The terms and conditions of this Memorandum of Understanding and Order become effective immediately upon the approval of this Memorandum of Understanding and signing of the Order by the Division Director Respondent must comply with all the terms and conditions of this Memorandum of Understanding and Order immediately after the Division Director signs the Order page of this Memorandum of Understanding and Order The Respondent shall complete all the terms and conditions contained in the Memorandum of Understanding and Order in a timely manner. If a time period for completion of a term or condition is not specifically set forth in this Memorandum of Understanding and Order, Respondent agrees that the time period for completion of that

term or condition shall be set by the Board Failure to complete a term or condition in a timely manner shall constitute a violation of the Memorandum of Understanding and Order and may subject Respondent to revocation or other sanctions

11 This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings or agreements between the parties There are no verbal agreements that modify, interpret, construe or affect this Memorandum of Understanding and Order

12 Respondent has read each and every paragraph contained in this Memorandum of Understanding and Order Respondent understands each and every paragraph contained in this Memorandum of Understanding and Order Respondent has no questions about any paragraph or provision contained in this Memorandum of Understanding and Order

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

BY _____
DAN S JONES
Bureau Manager

DATE 3-4-8

RESPONDENT

BY _____
JETHRO J BARLOW

DATE 2-26-08

MARK L SHURTLEFF
ATTORNEY GENERAL

BY _____
L MITCHELL JONES
Counsel for the Division

DATE 15 Feb 2008

ORDER

THE ABOVE MEMORANDUM OF UNDERSTANDING, in the matter of **JETHRO J. BARLOW**, is hereby approved by the Division of Occupational and Professional Licensing The issuance of this Order is disciplinary action by the Division against Respondent's license pursant to Utah Administrative Code R156-1-102(7) and Utah Code Ann § 58-1-401(2) The terms and conditions of the Memorandum of Understanding are incorporated herein and constitute my final Order in this case

DATED this 5 day of March, 2008

DIVISION OF OCCUPATIONAL AND
PROFESSIONAL LICENSING

F David Stanley

F DAVID STANLEY
Director