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WILLIAM A  
CHAI

JIM IRVIN  
COMMISSIONER

MARC SPITZER  
COMMISSIONER



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ARIZONA CORPORATION COMMISSION  
AZ CORP COMMISSION  
DOCUMENT CONTROL

BRIAN C. McNEIL  
EXECUTIVE SECRETARY

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MEMORANDUM

TO: Chairman William A. Mundell  
Commissioner Jim Irvin  
Commissioner Marc Spitzer

OPEN MEETING ITEM

Arizona Corporation Commission  
DOCKETED

FROM: Victor Rodarte *R*  
Assistant Director of Securities

JUN 13 2001

DATE: June 3, 2001

DOCKETED BY *AK*

RE: Docket No. S-03329A-01-0000 / Early Detection Centers, Inc. / Johnathon Roberts, Inc.

CC: Brian C. McNeil, Executive Secretary

Attached is a proposed default Order against Early Detection Centers, Inc. ("EDC") and Johnathon Roberts, Inc. ("Johnathon Roberts"). In December 1997, the Securities Division received a complaint regarding both companies. The complainants had responded to a classified ad in the newspaper for an investor in an "absentee only" business. The complainants contacted the Scottsdale office of Johnathon Roberts. They were told that the investment was in EDC, which intended to open seven centers in the metro Phoenix area to test for early signs of cancer.

On March 27, 1997, the complainants entered into an Agreement in the form of an investment contract, issued by EDC through Johnathon Roberts, and provided a personal check for \$100,000, made payable to EDC. The Agreement was signed by an individual as an Agent for Johnathon Roberts, on behalf of and with the consent of EDC. The Agreement required formation of a corporation within 30 days from the execution date. The Agreement specified that if a center was, "not in place on or before forty-five days following the close, Buyer shall have the right to demand that this contract become void and that all money paid by the Buyer to the Seller be refunded in full."

Approximately one month after signing the Agreement, an Administrator for EDC requested a 30-day extension. The complainants agreed to a 15-day extension. The deadline came and went and another 30-day extension was requested. The complainants agreed to another extension. After another date expired, the complainants were asked to sign an agreement that allowed unlimited time to find a location for the center. The complainants refused to sign any additional documents and requested a refund of their money. Their money was never refunded.

During the course of the investigation, the Division learned that another individual had entered into a similar Agreement with EDC and Johnathon Roberts. That individual invested \$50,000 in May 1997. The EDC clinic was to be opened within two months. Various excuses were given for failure to open the clinic and on January 18, 1998, the second investor was told that EDC had been dissolved on November 21, 1997, due to a lack of business.

Neither investor was told that EDC opened a center in Sun City. Two osteopathic doctors began to administer a test called the AMAS test at a cost of \$399 per test on behalf of EDC. The doctors were told that \$200 would be used to cover laboratory costs of testing and \$199 would be split between EDC and the doctor performing the test. The center remained open for approximately six to eight months and 12 – 20 people visited the center for cancer testing. The money from the testing conducted at the Sun City clinic was not returned to either investor.

Individuals offering and selling the investments were not registered securities dealers or salesmen in the state of Arizona. The investment contracts in EDC were not registered for sale in the state of Arizona, nor offered in reliance upon an available exemption from registration, nor pursuant to a notice filing.

On March 28, 2001, a Notice of Opportunity For Hearing was served on EDC and Johnathon Roberts. EDC and Johnathon Roberts failed to request an Administrative Hearing. The attached default Order would subject each company to jointly and severally pay restitution to investors shown on the records of the Commission in the amount of \$150,000, plus interest at the rate of 10% per annum from the date of each investment, within thirty days after entry of the Order. The Division believes that this amount covers all investors in the offering. Further, the Division recommends that Johnathon Roberts and EDC shall each pay an administrative penalty in the amount of \$30,000 within thirty days after entry of the Order. If Johnathon Roberts and EDC do not comply with this order for administrative penalties, interest will accrue at the rate of 10% per annum.

The Division recommends approval of the Order.

Originator: Kathryn E. McCormick

AG Assigned: Jennifer Boucek

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 WILLIAM A. MUNDELL  
3 Chairman  
4 JIM IRVIN  
5 Commissioner  
6 MARC SPITZER  
7 Commissioner

8 In the matter of )  
9 EARLY DETECTION CENTERS, INC. )  
10 251 Jeanell Drive, Suite 3 )  
11 Carson City, Nevada 89703-2129 )

12 JOHNATHON ROBERTS, INC. )  
13 251 Jeanell Drive, Suite 3 )  
14 Carson City, Nevada 89703-2129 )

15 DAVID HITZIG )  
16 634 West Flower Avenue )  
17 Mesa, Arizona 85202 )

18 PAUL C. WOODCOCK )  
19 10710 E. Sunnyside Drive )  
20 Scottsdale, Arizona 85259, )

21 Respondents. )

DOCKET NO. S-03329A-01-0000

DECISION NO. \_\_\_\_\_

**ORDER TO CEASE AND DESIST,  
ORDER OF RESTITUTION, ORDER  
FOR ADMINISTRATIVE PENALTIES  
RE: EARLY DETECTION CENTERS,  
INC. and JOHNATHON ROBERTS,  
INC.**

22 **I.**

23 **INTRODUCTION**

24 On March 20, 2001, the Securities Division ("Division") of the Arizona Corporation  
25 Commission ("Commission") filed a Notice of Opportunity for Hearing Regarding Proposed Order  
26 to Cease and Desist, Order of Restitution and Order Assessing Administrative Penalty ("Notice")  
against EARLY DETECTION CENTERS, INC., JOHNATHON ROBERTS, INC., DAVID  
HITZIG ("HITZIG"), and PAUL C. WOODCOCK. The Notice specified that all parties would be  
afforded an opportunity for an Administrative Hearing regarding this matter upon written request  
filed with Docket Control of the Commission within ten (10) days after receipt of the Notice.

On March 22, 2001, the Division served copies of the Notice by certified mail to Michael D.  
Taylor, President of EARLY DETECTION CENTERS, INC. and JOHNATHON ROBERTS, INC.

1 as permitted by A.A.C. R14-4-304. The return receipts indicate the Notices were received at  
2 EARLY DETECTION CENTERS, INC.'s and JOHNATHON ROBERTS, INC.'s addresses on  
3 March 27, 2001, and signed for by "M. D. Taylor."

4 On March 28, 2001, a copy of the Notice for EARLY DETECTION CENTERS, INC. and  
5 JOHNATHON ROBERTS, INC. was served upon the Statutory Agent for both companies,  
6 Paracorp, 318 N. Carson Street, Suite #201, Carson City, Nevada by Scott R. Balder, Investigator  
7 for the state of Nevada, Office of the Secretary of State, Securities Division.

8 EARLY DETECTION CENTERS, INC. and JOHNATHON ROBERTS, INC. failed to request  
9 an Administrative Hearing within ten (10) days after receipt of the Notices.

## 10 II.

### 11 FINDINGS OF FACT

12 1. EARLY DETECTION CENTERS, INC. ("EDC") was incorporated in Nevada on  
13 January 23, 1997. Michael D. Taylor was listed as the President, Secretary, Treasurer and Director.  
14 Mr. Taylor lists an address at 251 Jeanell Drive, Suite 3, Carson City, Nevada. EDC never applied  
15 for authority to transact business in Arizona. The company filed a Certificate of Dissolution with  
16 the Nevada Secretary of State on November 21, 1997. The filing certifies that no part of the capital  
17 had been paid, that the business had not begun, and that there was a majority of the incorporators or  
18 of the board of directors who desired to dissolve the corporation. This avowal conflicts with  
19 information obtained during the Division investigation. During all relevant times, EDC was  
20 conducting business involving the offer and sale of securities within or from the state of Arizona.

21 2. JOHNATHON ROBERTS, INC. ("JOHNATHON ROBERTS") was incorporated  
22 in Nevada on December 12, 1996. The company listed an address at 251 Jeanell Drive, Suite 3,  
23 Carson City, Nevada. Arizona approved the corporation's Application for Authority to Transact  
24 Business in Arizona on August 15, 1997. JOHNATHON ROBERTS had a business address in  
25 Arizona at 7150 East Camelback Road, #300, Scottsdale. Directors include Bethany Jane Graeser  
26

1 and Michael D. Taylor. The name of the company was changed in July 1998, to AAA  
2 INVESTMENT COMPANY, INC. according to Better Business Bureau records.

3 3. During the period of January 1997 through November 1997, securities were offered for  
4 sale and sold within or from the state of Arizona in the form of investment contracts issued by EDC  
5 through JOHNATHON ROBERTS. JOHNATHON ROBERTS held itself out as a specifically  
6 disclosed and authorized agent of EDC. The investments were offered through general solicitations  
7 verbally and in the newspaper, in the form of a classified ad. Individuals offering and selling the  
8 investments were not registered securities dealers or salesmen in the state of Arizona. The investment  
9 contracts in EDC were not registered for sale in the state of Arizona, nor offered in reliance upon an  
10 available exemption from registration, nor pursuant to a notice filing.

11 **Investor One**

12 4. On or about February 14, 1997, Investor One responded to a newspaper ad  
13 regarding an opportunity for an "absentee only" investor. The ad promised a \$144,000 return the  
14 first year on an investment of \$100,000. The ad instructed interested investors to call the  
15 JOHNATHON ROBERTS office. During a meeting on or about February 14, 1997, Investor One  
16 was told that EDC intended to open centers throughout the metro Phoenix area. The centers were  
17 designed to conduct tests for the early detection of cancer. EDC together with Investor One would  
18 form a corporation to operate a medical service business in the state of Arizona. Investor One  
19 received a pro forma statement of how the financial return to investors was calculated. It showed  
20 that the business would return \$144,000 each year on a \$100,000 investment.

21 5. Investor One and EDC entered into an Agreement of Incorporation ("Agreement")  
22 on March 27, 1997. At that time, Investor One provided a \$100,000 check made payable to EDC.  
23 The money was to be put into escrow and used to finance the opening of the first EDC center. In fact,  
24 the money was not put into escrow, but deposited into an EDC bank account at Norwest Bank.

25 6. The Agreement was signed by an agent for JOHNATHON ROBERTS on behalf of  
26 and with the consent of EDC. The Agreement required Investor One and EDC to form a corporation

1 under which they would operate a medical service business. The corporation had to be formed within  
2 30 days of the execution date of Agreement. The Agreement required Investor One to pay a "fee" of  
3 \$100,000 to EDC for 50% ownership in the business. The Agreement specified that EDC would  
4 provide all necessary equipment, personnel contracts and cover expenses of the center for the first four  
5 months of operation. From the fifth month on, EDC would pay all expenses other than advertising  
6 and telephone, which would be expenses shared between Investor One and EDC.

7 7. The Agreement provided Investor One with the right to demand that the contract  
8 become void if a center was not in place before 45 days following the close, a clause Investor One  
9 required in the Agreement. The close date was the date the Agreement was signed, March 27,  
10 1997. A document, "Addendum to Purchase Contract," specifies that a corporation was formed  
11 according to the terms of the Agreement, and that the filing of the corporation was postponed so an  
12 exact address could be determined. Documents show that the company was incorporated "for the  
13 purpose of operating early cancer detection centers." In addition, EDC and Investor One agreed to  
14 extend the opening date of the center by fifteen days to consider an alternate location for the center.  
15 An agent of JOHNATHON ROBERTS signed the addendum on behalf of and with the consent of  
16 EDC.

17 8. On May 6, 1997, both parties signed another addendum to the Agreement. The May  
18 addendum specifies that the center would be located in Mesa and that the center would open on or  
19 before June 16, 1997. An agent of JOHNATHON ROBERTS signed the addendum on behalf of and  
20 with the consent of EDC.

21 9. The center did not open. Investor One insisted the contract had become void and  
22 demanded repayment of his \$100,000 investment, an option specified in the Agreement to  
23 Incorporate. No money was ever refunded.

24 10. The information provided to Investor One included a Confidentiality and Non-  
25 Compete Agreement, a page entitled "The Idea," a page entitled "Proforma," and an Agreement to  
26 Incorporate, including three addenda. Investor One did not receive a disclosure document or essential

1 information regarding the offering. Information withheld included, but was not limited to, risk factors,  
2 capitalization, plan of distribution, actual use of proceeds, federal tax aspects, and redemptions. The  
3 offering did not include materials disclosing information about the officers and key personnel of either  
4 EDC or JOHNATHON ROBERTS, directors of either company, or principal stockholders.

#### 5 **Investor Two**

6 11. Investor Two's son saw an ad in the newspaper regarding the sale of a chiropractic  
7 clinic. He called about the clinic and arranged a meeting to discuss the purchase of the clinic. The  
8 meeting occurred in approximately March 1997 at the office of JOHNATHON ROBERTS.  
9 Investor Two's son did not purchase the clinic but did receive a telephone call approximately one  
10 month later from the JOHNATHON ROBERTS employee regarding an investment in EDC. He  
11 was told that the EDC investment would offer a good return. The minimum investment was  
12 \$50,000 and one investor from Mesa had already invested. Investor Two's son contacted his father  
13 (Investor Two) and mother with the information.

14 12. The three of them met at the office of JOHNATHON ROBERTS, where they were  
15 told about the EDC offering. They were told that EDC would have locations in Scottsdale, Mesa,  
16 Sun City, Phoenix and possibly one additional, unnamed location. Investor Two could choose any  
17 location he desired.

18 13. A projection chart predicted that EDC would perform 10 – 15 tests for cancer each  
19 day at a cost of \$399 per test. Investor Two would receive \$99.75 or 25% of each test. Investor  
20 Two understood that he was not required to do any work or management of EDC. All he had to do  
21 was stay home and wait for his checks to arrive. Investor Two was told that he could make a  
22 minimum profit of \$100,000 during the first year and that investing in EDC was better than  
23 investing in the stock market. Risks associated with the investment were never discussed.

24 14. A second meeting occurred on or about May 7, 1997. This was approximately a  
25 week to a week and a half after the first meeting. Investor Two wrote a check for \$10,000 to EDC  
26

1 from his personal savings account. The check was later deposited into the EDC bank account at  
2 Norwest Bank.

3 15. An Agreement to Incorporate ("Agreement") was drafted. The Agreement is the  
4 same as the one entered into by Investor One, with the following distinctions. Investor Two would  
5 own 25% of the shares, EDC would own 50% and an investor to be named at a later date would  
6 own 25%. The Agreement with Investor Two does not include the first right of refusal to purchase  
7 each new location (Section 2.1 of Investor One's Agreement) and does not include the right to  
8 demand the contract become void if a center was not in place on or before forty-five days  
9 following the close (Section 3.3 of Investor One's Agreement). An Exhibit 'A' to Investor Two's  
10 Agreement specified that the EDC center would be located in Sun City, Arizona and that the  
11 planned opening date for this center was June 16, 1997.

12 16. An Agent for JOHNATHON ROBERTS signed the Agreement on behalf of and  
13 with the consent of EDC. The Agreement required Investor Two and EDC to form a corporation  
14 under which they would operate a medical service business. The corporation had to be formed  
15 within 30 days of the execution date of the Agreement, May 7, 1997. The Agreement required  
16 Investor Two to pay a "fee" of \$50,000 to EDC for 25% ownership in the business. The  
17 Agreement specified that EDC would provide all necessary equipment, personnel contracts and  
18 cover expenses of the center for the first four months of operation. From the fifth month on, EDC  
19 would pay all expenses other than advertising and telephone, which would be expenses shared  
20 between Investor Two and EDC.

21 17. On May 22, 1997, Investor Two wrote a second personal check of \$40,000 payable  
22 to EDC. This was from an individual retirement account. The check was deposited into the EDC  
23 account at Norwest Bank. Investor Two was told that the EDC clinic would be up and running  
24 within two months. When two months passed and the center did not open, Investor Two began to  
25 ask questions. Different excuses were given for failure to open the clinic. Finally, on January 18,  
26

1 1998, Investor Two was told that EDC had been dissolved on November 21, 1997, due to a lack of  
2 business.

3 18. Investor Two did not receive a disclosure document or essential information  
4 regarding the offering. Information withheld included, but was not limited to, risk factors,  
5 capitalization, plan of distribution, actual use of proceeds, federal tax aspects, and redemptions.  
6 The offering did not include materials disclosing information about the officers and key personnel  
7 of either EDC or JOHNATHON ROBERTS, directors of either company, or principal  
8 stockholders.

9 19. EDC did open a clinic in Sun City of which neither Investor One nor Two was  
10 informed. EDC made arrangements for two osteopathic doctors to administer a test called the  
11 AMAS test at a cost of \$399 per test. The doctors were told that \$200 would be used to cover  
12 laboratory costs of testing and \$199 would be split between EDC and the doctor performing the  
13 test. The center remained open for approximately six to eight months and 12 – 20 people visited  
14 the center for cancer testing.

15 20. An EDC bank account was opened at Norwest Bank Arizona on March 26, 1997.  
16 The address for EDC was listed as 634 West Flower Avenue, Mesa, Arizona 85202. This is the  
17 residence address for the Agent that signed all agreements on behalf of JOHNATHON ROBERTS.  
18 A financial analysis shows that of the \$150,000 provided by investors and deposited into the  
19 account, approximately 25% was actually spent on a business expense, advertising. The remaining  
20 funds were transferred as follows: approximately 34.2% to Mazel Tov, Inc., 19.5% to  
21 JOHNATHON ROBERTS, and 19.2% to Charter Funds, Ltd. Investors were never informed that  
22 these companies would receive funds from EDC, nor were they informed of any role that any of the  
23 companies played in the EDC venture.

24 21. The funds sent to the JOHNATHON ROBERTS account from the EDC bank  
25 account totaled approximately \$29,500. The JOHNATHON ROBERTS bank account, at Norwest  
26 Bank in Phoenix, was opened January 10, 1997. The company listed an address at 2150 E.

1 Camelback Road, Scottsdale, Arizona 85251. A signatory on the account included the individual  
2 that signed the agreements as an Agent for JOHNATHON ROBERTS.

3 22. Money sent from the EDC bank account to a bank account in the name of Mazel  
4 Tov, Inc. totaled approximately \$51,651.68, which represents 34.2% of the money invested in  
5 EDC. Mazel Tov, Inc. was incorporated in Nevada on December 11, 1996. The company lists an  
6 address at 251 Jeanell Drive, Suite 3, Carson City, Nevada. This is the same address listed in the  
7 incorporating papers for EDC, JOHNATHON ROBERTS, and Charter Funds, Ltd. Michael D.  
8 Taylor is the President, Secretary, Treasurer and Director for Mazel Tov, Inc. He is also President  
9 of Corporate Advisory Service, Inc., the company serving as the Resident Agent in Nevada for  
10 Mazel Tov, Inc. The notary public on all related paperwork is Bethany Jane Graeser.

11 23. Money sent from the EDC bank account to a bank account in the name of Charter  
12 Funds, Ltd. totaled approximately \$29,000 or 19.2% of the money invested in EDC. Charter  
13 Funds, Ltd. incorporated in Nevada on December 11, 1996. The company lists an address at 251  
14 Jeanell Drive, Suite 3, Carson City, Nevada. This is the same address listed in the incorporating  
15 papers for EDC and JOHNATHON ROBERTS, and Mazel Tov, Inc. Michael D. Taylor is the  
16 President, Secretary, Treasurer and Director for Charter Funds, Ltd. He is also President of  
17 Corporate Advisory Service, Inc., the company serving as the Resident Agent in Nevada for  
18 Charter Funds, Ltd. The notary public on all related paperwork is Bethany Jane Graeser.

19 24. JOHNATHON ROBERTS and EDC failed to provide investors with a prospectus or  
20 equivalent offering document containing material information regarding the proposed medical  
21 service business including but not limited to the use of proceeds. Investor funds were diverted to  
22 two Nevada corporations for an unspecified use and purpose. Both corporations were located at  
23 the same corporate address, and controlled by the same individuals that controlled EDC and  
24 JOHNATHON ROBERTS.

25 ...

26 ...

1           25.     JOHNATHON ROBERTS and EDC failed to disclose information concerning their  
2 respective officers and directors or the business backgrounds and experience of those officers and  
3 directors in setting up and operating a medical service business.

4           26.     JOHNATHON ROBERTS and EDC failed to refund Investor One's money  
5 although the Agreement they entered into provided Investor One with the right to demand that the  
6 contract become void if a center was not in place before 45 days following the close. Investor One  
7 did demand the contract void and requested a return of his investment. The money was never  
8 returned.

9           27.     JOHNATHON ROBERTS and EDC failed to tell Investor Two that the original  
10 Agreement with Investor One to open a clinic had to be amended twice because the scheduled date  
11 of the opening could not be complied with. Investor One had an addendum May 6, 1997, requiring  
12 a clinic to open on or before June 16, 1997. Investor Two invested his money on May 7, 1997,  
13 and May 22, 1997, and was not told about the unopened clinic.

14           28.     JOHNATHON ROBERTS and EDC failed to abide by the Agreement with Investor  
15 One, Section 2.1, giving Investor One first right of refusal to purchase each new location to be  
16 opened in the future. In fact, unknown to Investor One, JOHNATHON ROBERTS and EDC  
17 entered into a new Agreement with Investor Two and opened a clinic in Sun City.

18           29.     JOHNATHON ROBERTS and EDC failed to open a clinic with either Investors  
19 One or Two despite written Agreements and payments to do so, and further failed to advise either  
20 Investor about the clinic that opened in Sun City. The money from the testing conducted at the  
21 Sun City clinic was not returned to either Investor.

22           30.     JOHNATHON ROBERTS and EDC misrepresented in the Agreement with Investor  
23 Two that EDC would provide all necessary equipment for testing. In fact, all testing would be  
24 performed by outside laboratories.

25           31.     JOHNATHON ROBERTS and EDC misrepresented the amount of profit from each  
26 test provided. Investors were told that the cost of each test was \$399. Investor One was told that

1 the expenses included \$242.90 to the laboratory and \$20 to the physician doing the test. Investor  
2 One expected a return of 50% of the gross profit of \$136.10, or \$68.05 per test. Investor Two was  
3 told his profit would be \$99.75 or 25% of each test. In fact, the doctors hired at the Sun City clinic  
4 stated the cost of AMAS testing was approximately \$200 per test, leaving \$199 gross profit that the  
5 doctor and EDC would divide, 50% to each of them.

6 32. JOHNATHON ROBERTS and EDC failed to tell investors about the relationship  
7 between EDC and JOHNATHON ROBERTS. Both HITZIG and Michael D. Taylor held positions  
8 in both companies, both companies listed the same address in incorporating papers filed in Nevada,  
9 and JOHNATHON ROBERTS received over 19% of the investor money deposited into EDC.

### 10 III.

#### 11 CONCLUSIONS OF LAW

12 1. The Commission has jurisdiction over this matter pursuant to Article XV of the Arizona  
13 Constitution and the Securities Act of Arizona § 44-1801, *et seq.* ("Securities Act").

14 2. JOHNATHON ROBERTS and EDC offered or sold securities within or from Arizona,  
15 within the meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

16 3. JOHNATHON ROBERTS and EDC violated A.R.S. § 44-1841 by offering or selling  
17 securities that were neither registered nor exempt from registration.

18 4. JOHNATHON ROBERTS and EDC violated A.R.S. § 44-1842 by offering or selling  
19 securities while neither registered as dealers or salesmen, nor exempt from registration.

20 5. JOHNATHON ROBERTS and EDC violated A.R.S. § 44-1991 by offering or selling  
21 securities within or from Arizona by (a) employing a device, scheme or artifice to defraud, (b)  
22 making untrue statements or misleading omissions of material facts, and (c) engaging in  
23 transactions, practices or courses of business which operate or would operate as a fraud or deceit.

24 6. JOHNATHON ROBERTS' and EDC'S conduct is grounds for a cease and desist order  
25 pursuant to A.R.S. § 44-2032 .

26



1 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that JOHNATHON  
2 ROBERTS and EDC shall each pay an administrative penalty in the amount of \$30,000, payable to  
3 the "State of Arizona." Payment shall be made in full by cashier's check or money order within  
4 thirty (30) days after entry of this Order. If JOHNATHON ROBERTS and EDC do not comply  
5 with this order for administrative penalties, interest will accrue at the rate of 10% per annum.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

7  
8  
9 CHAIRMAN

COMMISSIONER

COMMISSIONER

10 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,  
11 Executive Secretary of the Arizona Corporation  
12 Commission, have hereunto set my hand and caused the  
13 official seal of the Commission to be affixed at the  
14 Capitol, in the City of Phoenix, this \_\_\_\_\_ day of  
15 \_\_\_\_\_, 2001.

16 \_\_\_\_\_  
BRIAN C. McNEIL  
Executive Secretary

17  
18 \_\_\_\_\_  
DISSENT

19  
20 This document is available in alternative formats by contacting Shelly M. Hood, ADA Coordinator,  
21 voice phone number 602-542-3931, E-mail [shood@cc.state.az.us](mailto:shood@cc.state.az.us).

22 (KEM)

23 ...

24 ...

25 ...

26 N/Enforce/Cases/Early Detection Center/Pleadings/Default Co.'s