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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCUMENT CONTROL

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

6 In the matter of:)
7)
8)
9)
10)
11)
12)
13)
14)
15 Respondent.)

DOCKET NO. S-03448A-01-0000
**SECURITIES DIVISION'S NOTICE
OF FILING ADDITIONAL
SUPPLEMENTAL EXHIBITS
AND REQUEST FOR AMENDMENT
OF REQUESTED RELIEF**

(Before Hearing Officer Philip Dion)

Arizona Corporation Commission
DOCKETED

JAN 08 2002

DOCKETED BY *nae*

16 The Securities Division (the "Division") of the Arizona Corporation Commission ("ACC")
17 gives notice that it is filing herewith the following additional supplemental exhibits in connection
18 with the previously-held hearing in this matter:

19 9B. Amended victim list prepared by Securities Division (attached hereto as Attachment
20 "A"). This amends previously filed Supplemental Exhibit 9A.

21 14. Investor questionnaire and related documents received from investor Hector Garza
22 (attached hereto as Attachment "B").

23 These additional supplemental exhibits are presented as a result of a telephone contact with
24 the Division and subsequent return of an investor questionnaire by investor Hector Garza, who
25 gave information regarding the return on his investment that was not consistent with information
26 provided by Respondent Ronald Fanzo. Fanzo had indicated Garza's investment was \$4,500.00,

1 which had been repaid in full. Garza stated he had invested \$5,500.00, and had not been repaid his
2 full investment amount.

3 As a result, the Division also requests that the relief requested in its Post-Hearing
4 Memorandum filed January 3, 2002, be amended to require that the Commission order Fanzo to
5 pay restitution to investors shown on the records of the Commission in a total amount of
6 \$12,750.00. The Division also requests the Hearing Officer to consider increasing the penalty
7 amount originally requested by the Division, based upon Respondent's provision of false and
8 inaccurate information to the Division in the course of its investigation.

9 DATED this 8th day of January, 2002.

10 JANET NAPOLITANO
11 Arizona Attorney General

12 
13 By KATHLEEN COUGHENOUR DeLaROSA
14 Special Assistant Attorney General
15 MOIRA A. McCARTHY
16 Assistant Attorney General
17 1300 West Washington Street, Third Floor
18 Phoenix, Arizona 85007
19 Attorneys for Arizona Corporation Commission

20 COPY of the foregoing
21 mailed this 8th day of
22 January, 2002, to:

23 Ronald L. Fanzo
24 13020 North 96th Place
25 Scottsdale, Arizona 85260
26 Respondent *Pro Per*



ATTACHMENT "A"

INVESTOR LIST (AMENDED)

Name	Street Address	City	State	Zip	Phone	Inv. Date	Amount	Return	Net Investment
Scott Brown ³	840 8th Avenue	Sacramento	CA	95818			\$ 1,000.00		\$ 1,000.00
Bradley Wargin ¹	195 Azalea Lane	Frankfort	IL	60423	(815) 469-1638	1/25/00	\$ 3,450.00	\$(1,450.00)	\$ 2,000.00
Mark Presnielo ⁴	1563 Quaker Lane	Prospect Heights	IL	60070			\$ 1,000.00		\$ 1,000.00
Christiaan Davidson ²	1362 W San Nicolas Dr	Tucson	AZ	85704		11/17/00	\$ 2,500.00	\$ (750.00)	\$ 1,750.00
Hector Garza ⁴	2985 Ontario Drive	Eagle Pass	TX			12/10/00	\$ 2,500.00	\$ -	\$ 2,500.00
					TOTAL		\$ 15,950.00	\$ (3,200.00)	\$ 12,750.00

¹Source of information: Investor Questionnaire returned by Mr. Wargin, supported by (a) copy of check, (b) "purchase order" contract.

²Source of information: Investor Questionnaire returned by Mr. Davidson supported by copies of contracts.

³Source of information: Testimony and exhibits presented at hearing.

⁴Source of information: Respondent Fanzo.

⁵Source of information: Investor questionnaire returned by Mr. Garza, supported by copies of contract and addendum.

ATTACHMENT “B”

INVESTOR QUESTIONNAIRE
INTERMARC/CASH FLOWS

1. Name Hector Garza
Age 38 Occupation Truck Driver
Address 2985 Ontario Drive
Eagle Pass, TX
Business Address _____
Home Phone 830-757-3757 (Cell: 830-352-1680)
Work Phone _____
Spouse Name _____ Spouse Age _____

2. Have you invested with Intermarc/Cash Flows? Yes Date _____
YES No

3. How much have you invested with Intermarc/Cash Flows?

\$ 5,500
923,750⁰⁰

4. What type of interest have you purchased through Intermarc/Cash Flows? (i.e. promissory note/stock/investment contract)

5. Were you guaranteed a certain level of a return? Yes No

If so, what return? 5.5% per month

6. How did you pay for your investment (check/~~money order~~/wire transfer)?

7. To whom was it made payable?
Intermarc - Row Fawcett

8. To what address or bank was your check/wire transfer sent/transmitted?

9. What documents did you sign when you invested?
Promissory & Investment Contract

10. Do you have copies of these documents? Yes No
Some

11. Since investing have you received regular updates on the status of your investment?
 Yes No

12. Have you received any income from your investment? Yes No

If yes, how much have you received? *\$ money was reinvested back into the InterMarc.*

13. Did you ever request your investment/principal (including interest) be returned upon the conclusion of your contract with InterMarc/Cashflows? Yes No

If so, please give details.

14. What is your investment experience?

No Experience Novice Some Experience Expert

Use broker-dealer

15. How would you describe the present status of your investment?

At fact, Ron Fanzo has not paid my money back. He has paid some of it, but very little. All I hear is excuses and he never returns my phone calls.

We would appreciate any/all documents you may have involving your investment and contacts with InterMarc and any individuals you may have been in contact with surrounding InterMarc and Ron Fanzo. (emails, web page print outs, promissory note (s), contracts, financial documents, copy of your investment check, cashiers check – back and front).

Please make copies and keep all originals. We will also make copies and send originals should this be more convenient for you.

Please use the next page and/or a separate sheet of paper if you need to explain anything in greater detail. **Thank you very much for your cooperation.**

COMMENTS

Intermarc only started paying the first two weeks OR SO. I asked Ron Fuzo to give me a payment and he sent me a \$3,000 check that actually bounced at my bank and I was left with a \$3,000 over the limit amount on my checking account. On top of all this he hasn't been able to pay at all. He insist that he is going to pay but I never see his money. I want to collect all of my money from this investment.

My returns on the investment were re-invested back into the company (Intermarc)!

Thanks,

~~John Fuzo~~
830-757-3757

Total Due \$23,915.00

Call 830-352-1680

Your cooperation in this matter would be greatly appreciated.

**INTERMARC
ADDENDUM TO SECURITY AGREEMENT FOR INVESTMENT FUNDS**

1. ADDENDUM. This is an Addendum to the existing Security Agreement between Ron Fanzo dba InterMarc and Hector Garza. All of the provisions, recourse, warranties, descriptions and guaranties implied and enforced by the existing agreement, sections 1 through 10 are continued and in force through this addendum described in the sections below.

2. AMOUNT SECURED. The total amount secured by this Security Agreement is **\$15,300.00**.

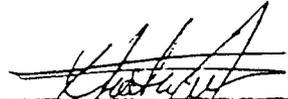
3. YIELD. For the delivery of the principal sum invested, Hector Garza will receive \$8,415.00, plus return of principal for a total of \$23,715.00. The return on investment will begin no later than five days after February 28, 2000. Prior to this date, Hector Garza will have the option to renew, rollover or reinvest any amount or portion of the principal plus return. Additionally, Hector Garza will have the option of receiving the return in monthly distribution of \$4,207.50 per month.

This addendum is set forth and in motion by virtue of a \$1,300.00 additional credit and investment earned and/or provided by Hector Garza.

Dated this 27th day of January, 2000.



Ron Fanzo
dba InterMarc
7127 E. Becker Lane, Suite 90
Scottsdale, Arizona 85254



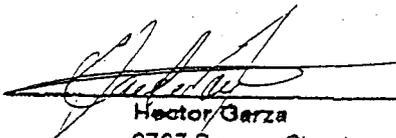
Hector Garza
2797 Barrera Street
Eagle Pass, Texas 78852

SECURITY AGREEMENT FOR INVESTMENT FUNDS AND ASSIGNMENT OF NOTES

1. **CREATION OF SECURITY INTEREST.** Ron Fanzo dba and hereafter InterMarc, grants to Hector Garza, his successors and assigns hereafter known as Buyer, a security interest in the debt instruments described in Section 3 to secure all present and future obligations and liabilities of whatever nature to Buyer.
2. **AMOUNT SECURED.** The amount secured by this Security Agreement is \$2,000.00.
3. **DESCRIPTION OF DEBT INSTRUMENTS.** The Debt Instruments securing this Investment transaction are as follows:
- Five and various Promissory Notes*
 - Five and various Security Agreements*
 - Five and various Contract for Sale Agreements*
 - Five and various UCC Filings*
 - with all of the above documents relating to the same payors and in value greater than the total amount invested as outlined in Section 5..*
4. **WARRANTIES.** InterMarc warrants:
- a. **Ownership** – The Debt Instruments named above are free of all encumbrances and security interests other than InterMarc's security interest.
 - b. **Use of Funds** – The advance funding provided by Buyer through the purchase of these notes and agreements will be used by InterMarc to purchase and otherwise expand the operation through the acquisition of various properties, merchandise, goods and items.
5. **YIELD.** For the delivery of the principal sum invested, the buyer will receive \$1,100.00, plus return of principal for a total of \$3,100.00. This return on investment will be delivered no later than five days after December 19, 1999.
6. **RECOURSE.** InterMarc will provide Recourse on default of payments on any and all notes covered in this Agreement. Default or Nonperformance will be declared when a payor fails to render payment after 60 days of due date. Cure or relief from Default or Nonperformance will be the exchange or substitution of cash equal to the amount invested plus 56% of the amount invested.
7. **CONFIDENTIALITY.** InterMarc will not divulge, disclose or publish the buyer's identity, address, amount of investment, earnings, or any other information pertinent to the mutual undertaking contained in this Agreement without the express written permission of the buyer.
8. **SERVICING.** InterMarc will continue invoice servicing on all notes covered in this Agreement.
9. **DURATION OF AGREEMENT.** This Agreement will expire after Buyer has received the full balance due on the collection of all notes and agreements covered under this Agreement.
10. **PERSONAL GUARANTY.** For value received, and in consideration of the mutual undertaking contained in this Agreement by and between Ron Fanzo dba InterMarc and Buyer, the undersigned unconditionally guarantees to Buyer and their successors and assigns the full and prompt payment when due of all of the obligations of every kind of nature arising directly or indirectly out of the Agreement or any document or agreement executed and delivered by Ron Fanzo in accordance with the terms of this Agreement. The undersigned further agrees to pay Buyer all expenses paid or incurred by Buyer in collecting such obligations; including reasonable attorney's fees and court costs, and in enforcing this Guaranty.
- Dated this 21th day of October, 1999.



Ron Fanzo dba
InterMarc
7127 E. Becker Lane, Suite 90
Scottsdale, Arizona 85254



Hector Garza
2797 Barrera Street
Eagle Pass, Texas 78852