

ORIGINAL

OPEN MEETING AGENDA ITEM



0000123448

BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

2011 MAR -1 P 4:30

GARY PIERCE, Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS

AZ CORP COMMISSION  
DOCKET CONTROL

In the matter of:	)	DOCKET NUMBER S-20714A-09-0553
	)	
THEODORE J. HOGAN & ASSOCIATES	)	RESPONDENT REQUEST FOR
LLC a.k.a. TED HOGAN AND	)	REHEARING TO DIVISION'S
ASSOCIATES, an Arizona Limited Liability Company	)	RECOMMENDED OPINION AND ORDER
	)	
THEODORE J. HOGAN a.k.a. TED KILLS IN THE FOG,	)	OPEN HEARING REQUESTED
a married man	)	
	)	
And	)	
	)	
CHRISTINA L. DAMITIO a.k.a.	)	
CHRISTINA HOGAN, a married woman	)	
	)	
Respondents	)	

Pursuant to R14-3-110(B) of the Arizona Administrative Code, the Securities Division ("Division") of the Arizona Corporation Commission ("Commission") submits its request for rehearing to the Administrative Law Judge's January 24, 2011 Recommended Opinion and Order "(Opinion)". The Division recommends specific changes to the Opinion for the reasons set forth below.

MEMORANDUM OF POINTS AND AUTHORITIES

The respondents, pursuant to R 14-3-111, request a rehearing on the above entitled matter for the following reasons:

- I. Error in the admission of evidence.
- II. Irregularity in the proceedings before the Commission, or any order or abuse of discretion.
- III. Excessive penalties.

Arizona Corporation Commission  
**DOCKETED**

MAR 1 2011

DOCKETED BY

## ERROR IN THE ADMISSION OF EVIDENCE:

The following persons were introduced to the hearing officer as “investors”. This was a blatant misrepresentation.

- a) Elaine Roulidis – No evidence exists that Ms. Roulidis disbursed any funds relating to the completion of this project. Ms. Roulidis submitted an interest in commissions agreement that was never brought to fruition because she refused to tender the loan monies. (see Exhibits six, seven, and eight).
- b) Melissa Deegan – Her testimony is at best disconcerting. She offered no evidence as to her investment and alluded to an agreement she initialed. She indicated that the original family investment was approximately \$ 400,000.00. However, it was approximately \$ 300,000.00. She testified that she “believed” that the loans would be repaid within six months to a year , (Tr. 127:13-25). Ms. Deegan testified that some family members kept their own records, some which are no longer available. What she failed to inform the commission is that she had only infrequent contact with her family. It had been months since she had any contact with her uncle, Lyle Rogers, (see Deposition of Lyle Rogers, No: DOB2003-0559, Tr. 28, 16-25). It is well established that hearsay is acceptable evidence, so long as it is reliable. Hearsay evidence is considered reliable so long as proper background testimony is established. Hearsay evidence is unreliable when the speaker is not identified, and when no foundation for the speaker’s knowledge is given (Plowman v. State Liquor Board, 152 Arizona 331). Ms. Deegan’s testimony was a hodgepodge of hearsay on hearsay, and unreliable data and assumptions. Ms. Deegan was correct that other family members kept their records, and some were no longer available. Her testimony was speculation, and unreliable. Ms. Deegan pointed out all members of her family who had contributed to the development of energy materials. Curiously, she did not

name herself as an investor, nor is there any place in the record indicating that she contributed monetarily to the project. However, the persons she listed as contributors indicated that their contribution was in terms of a long term loan.

- c) Mr. John Bradshaw – Mr. Bradshaw was introduced as an “investor”. No evidence was submitted to substantiate this claim. The monies referred to as “loaned” to Mr. Hogan were those belonging to Kathleen Perry (Tr. 65: 5-20). Mr. Bradshaw could not testify as to the amount of money that had been loaned, the amount of money that had been repaid, or the amount of money that was still outstanding, because he did not have the financial records, which are in the possession of Ms. Perry. Again, his testimony was speculative, and not reliable hearsay. Mr. Bradshaw was asked by the commission whether or not he was to receive any type of return on these monies. Mr. Bradshaw responded, “I did not receive anything that was directly supposed to be going back toward this investment”. (Tr. Page 70, Vol. 1, Page 69, Vol. 1) There is no documentation of Mr. Bradshaw ever loaning money for the project. Kathleen Perry was paid in full and has signed a disclaimer. The documentation has been previously submitted.
- d) Mr. Waller – The resident agent in charge of the office of Inspector General, for the Montana field office. He is well known by Mr. Hogan, since he has had dealings with Mr. Hogan in Montana, New Mexico, and Arizona. In testifying at the commission hearing, Mr. Waller misled the commission when he stated that Mr. Hogan had not commenced the process, which gave the impression that this inaction was evidence of “fraud” (Tr. 54:1-14). Mr. Waller as the resident agent in charge knew or should have known that Mr. Hogan and associates were not obligated to secure these permits. These permits must be secured by the leaders of the land to be developed, and the companies who are developing the resources. Mr. Hogan is neither of these parties. Mr. Waller deliberately misled the commission, which renders his hearsay testimony as unreliable, because it is bias, not truthful, and deceiving.

IRREGULARITY IN THE PROCEEDINGS BEFORE THE COMMISSION, OR ANY ORDER OR ABUSE OF DISCRETION:

a) LOANS

The commission indicated that Mr. Hogan had mischaracterized investments as loans. In spite of the preponderance of evidence, including affidavits from persons who loaned monies that these monies were loans for substantial interest returns (see attached Affidavits 1-6).

The commission characterized these loans as investments because it neatly fit in with the holding in S.E.C. v. W.J. Howey Co., 328 U.S. 293 (1946). As such, loans are not within the purview of the securities laws, or the W.J. Howey, Co. holdings. If loans were applicable to securities, all banks and lending institutions would come under the purview of securities statutes ( see Exhibit seven).

Loans were held, not to be confused with statutes relating to securities. There is no evidence submitted to the commission, which by preponderance of the evidence suggests that monies provided to complete the project were loans. The respondent, Ted Hogan, was faced with this exact question in the United States District Court, for the District of Montana (Billings Division, CR 06-49) wherein the court found that monies submitted to Ted Hogan were in fact "loans".

EXCESSIVE PENALTIES:

The commission has ordered the respondents to make restitution in the amount of \$ 2,319,310.00. This amount is exorbitant and was never proven at the hearing. The witness called to testify could not establish the amount of money loaned or reimbursed. The administrative hearing officer accepted this restitution number without the requisite proof. The commission also ordered the respondents to pay administrative costs in the amount of \$ 45,000.00. Unquestionably, unless the respondents hit the lottery, they will be unable to comply with this portion of the commission's order.

The respondents did not have sufficient funds to retain an attorney nor pay for depositions which were essential to their defense. Should the commission opt to file a contempt order for non-payment. The respondents will most certainly face incarceration. The concept of debtors prison is abhorrent to the United States constitution and our American way of life.

*Mar 1, 2011*

*Neil Johnson*

*Mar 1, 2011*

*Chris Daniels*

Ex 1

STATEMENT OF FACT --- LOUISE P. KILCOURSE

.....January 25, 2010

I AM NOT AN "ANGRY PERSON"...I WILL WALK AWAY FROM A DISAGREEMENT OR ALTERCATION RATHER THAN ARGUE. I DO NOT YELL, SCREAM OR RANT & RAVE, BUT RIGHT NOW I AM CLOSE TO "ANGER" OVER THE SITUATION I FIND MYSELF IN.

... I am one "large expense" away from bankruptcy.

... Dental work is needed...has been for 2-1/2 yrs ...and may be the final blow.

... Loans taken to help Ted Hogan finalize negotiations for energy related contracts plus a monthly payment against an IRS lien have taken 100% of monthly social security.

... I drive a '94 vehicle with 150,000 miles - held together with prayer. Try to use only a tank of gas monthly. Check & refill oil & trans. Fluids myself.

....I have not purchased a new piece of clothing, undergarments or shoes in four years.

....Probably 75% of my food has come from either the Food Bank and/or the generosity of friends and neighbors for several years

... I live in a manufactured home desperate for repairs. The furnace is running, but should be replaced (inefficient) and the blower rattles and bangs with each cycle.

.... I have taken a job in the Mobile Home Office which provides rent, gas & water plus a small dollar remuneration. Without this compensation I would have been bankrupt in early 2009. After two months unpaid rent I would be notified to move my home or loose it. Subsequently I would be homeless.

..... My credit rating is "zilch" - in 2002 I was told it was "immaculate".

.... Have to sell something every three months to pay my health insurance premium of \$422.

..... Capital Gain on stock sold resulted in tax lien. It also resulted in double Medicare Premiums being taken from Soc.Sec. for the twelve months of 2009 (Approx.. Add. \$95.00 *per month*)

I feel that I am in this position due to the obstacles that Ted Hogan has encountered in his efforts on behalf of land owners and tribal members of the Crow Reservation. I have seen his work, visited the reservation and observed meetings in his office in Hardin, meet with developers and an attorney in Casper, Wy., seen the original master plan and other documents relative to subsequent negotiations.

Prior to the Federal trial in January 2007 I was visited by U. S. Treasury Agents six (6) times; the first three they were seeking statements and documentation of my loans to Ted and the last three times was to serve supenas for the trial (to testify for the Prosecution against my wishes). The jury trial was not allowed to know that Ted had already repaid the monies which were a basis for this trial. This trial resulted in an INNOCENT VERDICT.

Every time a project contract seemed eminent some obstacle would prevent its conclusion, something due to government regulations, BIA ruling, newspaper publicity causing the developers to back away.

What was the final straw was when the "sting" operation was executed in New Mexico May 19, 2010 and Ted'S subsequent incarceration. Ted was so "pumped" before this meeting, with the prospect of repaying his investors and helping his tribal brothers.

*Robert Kileovera*  
1-27-2010

EX 2

**Notice of Lender Status**

From Undersigned Lender, affected party-in-interest,  
One of the people living under Amendment IX,  
Part of the U.S. Constitution concluded in 1791,  
Ratified and signed by the Congress and President.

To all persons public and private;

With respect to considerable private loan

I loaned to Ted Hogan; granting full discretionary authority to use the loan proceeds personally or otherwise to assist his ability to pay back the loan amount to me with interest in a timely manner.

I witness Ted Hogan has my full trust and that he is proceeding diligently; exactly as he said he would in all matters with respect to my loan to him.

My only issue is that Agents of New Mexico and Arizona have fabricated false charges against him that have significantly interfered with his ability to pay back his loan with me. I witness their unlawful acts as unacceptable and with respect; ask this action be stopped immediately.

It appears that the States of New Mexico and Arizona wishes to become the responsible party in repayment of Ted's Loan to me whereby treble damages shall apply because my private property, "the lawful use of my money under contract", was taken from me out of my county without my consent by State-agency-agents acting outside their limited-delegated authority.

In fact some States may apply this action by State-agency-agents in several ways: felony fraud, Crimes against Executive Authority, Oppression under Color of Office, Crimes against Public Justice, Legal Terrorism, unlawful Acts of Terrorism, obstruction of lawful contract, restraint of trade and a willful pattern of racketeering by persons impersonating "lawful actors" acting in a lawful manner in the "name of the law" and other U.S. Title 28 violations all subject to and sufficient to liability under Title 42 actions. See the attached Exhibit A.

Other states refer to this as "impersonating an officer" while conducting unlawful activity.

Witnessed and Signed under Witness Protection by Harold F. Wagner

STATE OF California COUNTY OF San Diego  
This Instrument was acknowledged before me  
on 7-25-10 By Harold F. Wagner  
My Commission Expires: 9/10/13

Notary Signature James Noordyk



E v 3

To Whom it May Concern;

After meeting Ted Hogan, and hearing his dreams, his desires of bringing economic prosperity to his impoverished, proud people, people of the Crow Nation, by interesting a multitude of businesses to develop the unlimited natural resources present on the individually owned lands of Indians on the reservation, we loaned him the financial backing to pursue these endeavors.

At meetings with Ted we were presented with hard copy reports of viable companies he was negotiating with for oil, natural gas, wind generation, organic farming, and proposals of contracts to offer valid benefits and real money for the people he represented.

We supported his efforts with the loans given in the belief and trust that his efforts were to rectify some of the long standing injustices our government has either been guilty of committing or guilty of allowing to exist for many of the Native American Tribes.

Many people of the Crow Nation are living in abject poverty, which is a shame all to few Americans of good will are aware of or have any current knowledge of, as little or nothing of these conditions ever are reported by the media. Learning of these circumstances gave us the opportunity to contribute as our act of conscience, and to lend our support to a cause we believe in.

It is our understanding, for reasons beyond logic, certain individuals of the Office of the Inspector General of the Department of the Interior and the Bureau of Indian Affairs of Montana, have made every effort to prevent any and all businesses that would develop the natural resources belonging to individual Indians, and thereby, would bring economic independence to a whole Nation of Native Americans.

We have received reports, communications, emails to substantiate the continued efforts Ted has made to bring interested companies to the table to negotiate preliminary requirements to eventuate in contracts for the benefit of the Indians and those of us who have supported his ongoing commitment of fulfilling his promise to his people. We understand all to many of the companies who have shown expressed interests in business pursuits, who entered into negotiations, walk away because of the actions by agents of the U.S. Government and State Agencies.

We have also been made aware of the endless legal troubles all of these efforts have cost him in legal fees, prison time, and the continued prosecutions and persecutions which are ongoing and current to this date.

It is further understood by the undersigned that in the efforts these agencies have sought in legally pursuing Ted, they have violated all of his rights, both Civil and Constitutional.

This is our statement of our ongoing trust and support of Ted Hogan.

Signature Heidi R. Wagoner

Date 23 January 2010

Signature Paula R. Wagoner

Date 23 Jan. 2010

2750 Redwood St. #191  
San Diego, Ca. 92111

E x 4

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Signature *Wm C. Pasta Beyker* Date *1-27-2012*  
*Bob Church, Bob Smith, et*

Signature *Carol Cole* Date *1-27-10*

E v S

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Other states refer to this as "impersonating an officer" while conducting unlawful activity.

Witnessed and Signed under Witness Protection by [Signature]

STATE OF VA COUNTY OF Fairfax  
This Instrument was acknowledged before me  
on 18 Feb 2013 By William Christos Roulidis  
My Commission Expires: Sep. 30<sup>th</sup> 2013

Notary Signature [Signature]

RAM PRASAD BASHYAL  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES SEPT. 30, 2013  
COMMISSION # 7301693

E T C

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It is further understood by the undersigned that in the efforts these agencies have sought in legally pursuing Ted, they have violated all of his rights, both Civil and Constitutional.

This is our statement of our ongoing trust and support of Ted Hogan.

Signature [Signature] Date 2/18/10

*This instrument was acknowledged before me on 18 Feb. 2010 By William C Roolidis*

Signature [Signature] Date [Signature]

**RAM PRASAD BARNVAL**  
NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES SEPT. 30, 20  
COMMISSION # 7301893

Ex 7

DAVID R. LAWRENZ., M.D.  
DALE A. MATTHEWS, M.D.  
KAREN R. MYERS, M.D.  
ALICE L. FUISZ, M.D.  
Z. CHRIS, M.D.  
LINDA G. SPOONER, J.D., M.D.

1140 NINETEENTH STREET, N.W.  
SUITE 500  
WASHINGTON, D.C. 20036-3781  
(202) 728-9630  
FAX (202) 296-0528

CONSULTATION  
BY  
APPOINTMENT

February 19, 2010

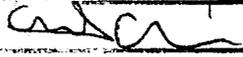
To Whom It May Concern:

I hereby certify that I was the lender who transferred \$62,000 from my personal bank account in Washington, D.C. to Ted Hogan's Way of the Ancients bank account in Sedona, Arizona in April of 2004. This \$62,000 was secured by me as a margin loan from my personal bank account, and I lost the funds when those securities were later sold by me to pay for this debt. Copies of the money transfers are attached to this letter.

Sincerely,



Z Chris, M.D.

District of Columbia: SS  
Subscribed and Sworn to before me  
this 19<sup>th</sup> day of February 2010  
  
Notary Public  
My commission expires October 31, 2011

# Transfer Request

Preparer's Signature

Authorized Signature

Callback Required (Yes or No)

Initiator's Signature

334042

NO

Customer Accepting Call Back/Phone Number

Verifier's Signature

## Account Status

Sufficient (Audio Checked)  
Not Sufficient (NSF)

NOT-SUFFICIENT

EX 8

NSF Only

NSF Source of Funds

Credit Approver Name (Please Print)

Date

Time of Call

## Funds Transfer

Current Date

Control Number

WACHOVIA BANK, N.A.

04/16/04

100119

Domestic or International

Non-Repetitive or Repetitive

Line Number

Amt Verify Cd

Verify I.D.

Type (Fed, Book, Other)

DOMESTIC

NON-REPETITIVE

0

FED

Caller

Branch or Department

Request Type (Fax, Phone, Walk)

CHRIS

1300032

WALK-IN

Description 2 (GL)

Executive Date

Domestic Transfer Amount

Type Currency

04/16/04

Foreign Amount

\$

15,000.00

Contract Number / Provided By

U.S. Dollar Amount

Int'l Transfer Amount

\$

Originator

Name

MARIA E HALLAS AND

Org

Account Number

Address

PO BOX 33644

5

City

WASHINGTON DC

State

Zip

Country

200330644

Receiving Bank

Name

MARSHALL & ISLE BANK

R/T Number

Address

City

SEDONA

State

AZ 86339

Zip

Country

Advice

(No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

NONE

Beneficiary Payment Information

Name

WAY OF THE ANCIENTS

Org

Account Number

Address

City

SEDONA, AZ

State

Zip

Country

Other Payment Information

Fee Method (Waiver/Charge)

CHARGE

## Customer Contract

All of the above information is complete, correct and provided to Wachovia Bank, N.A. for the purpose of instructing Wachovia Bank, N.A. to transmit a funds transfer. Wachovia Bank, N.A.'s acceptance and execution of the funds transfer is subject to the terms and conditions on the reverse side of this form. My signature below indicates that I have received a completed copy of this Funds Transfer Request.

Customer Signature

Date

WACHOVIA

# Transfer Request

Preparer's Signature

Authorized Signature

Callback Required (Yes or No)

NO

Initiator's Signature *A. J. [Signature]* 339578

Customer Accepting Call Back/Phone Number **COMPLETE**

Verifier's Signature *[Signature]*

### Account Status

Sufficient (Audio Checked)  
Not Sufficient (NSF)

SUFFICIENT

NSF Only

NSF Source of Funds

Credit Approver Name (Please Print)

Date

Time of Call

### Funds Transfer

WACHOVIA BANK, N.A.

Current Date

04/21/04

Control Number

100290

Domestic or International

DOMESTIC

Non-Repetitive or Repetitive

NON-REPETITIVE

Line Number

Amt Verify Cd

0

Verify I.D.

Type (Fed, Book, Other)

FED

Caller

Branch or Department

1300032

Request Type (Fax, Phone, Walk-in)

WALK-IN

Description 2 (GL)

Executive Date

04/21/04

Domestic Transfer Amount

\$ 47,000.00

Type Currency

Value Date

Foreign Amount

\$

Exchange Rate

Contract Number / Provided By

U.S. Dollar Amount

\$

Int'l Transfer Amount

\$

Originator

Name

MARIA E HALLAS AND

Org

5

Account Number

Address

10703 KINGS RIDING WAY

APT T-1

City

ROCKVILLE MD

State

Zip

Country

20852

KNOWN

Receiving Bank

Name

MARSHALL & ISLE BANK

R/T Number

Address

City

SEDONA

State

AZ 86339

Zip

Country

Advice

(No Phone Advice Required, Credit and Phone Advice, Notify and Pay, Pay Upon Proper I.D.)

NONE

Beneficiary Payment Information

Name

WAY OF THE ANCIENTS

Org

Account Number

Address

City

SEDONA AZ

State

Zip

Country

Other Payment Information

### Fee Method

(Waive/Charge)  
CHARGE

### Customer Contract

All of the above information is complete, correct and provided to Wachovia Bank, N.A. for the purpose of instructing Wachovia Bank, N.A. to transmit a funds transfer. Wachovia Bank, N.A.'s acceptance and execution of the funds transfer is subject to the terms and conditions on the reverse side of this form. My/Our signature below indicates that I/We have received a copy of all the terms and conditions of the transfer.

CUSTOMER COPY

EX-9

EX 7

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MONTANA  
BILLINGS DIVISION

FILED  
BILLINGS, MT

2007 JAN 12 AM 11 38

PATRICK E. JOY... CLERK  
*P. Cluff*  
DEPUTY CLERK

UNITED STATES OF AMERICA,  Plaintiff,  vs.  THEODORE JON HOGAN,  Defendant.	CR 06-49  VERDICT FORM  FALSE DOCUMENT OR WRITING (18 U.S.C. § 1001(a)(3))
---	---

Please return a verdict by placing an "X" or "✓" in the space provided.

COUNT I  
False Document or Writing  
(18 U.S.C. § 1001(a)(3))

We, the jury in the above entitled and numbered case, as to the crime of making a false document or writing as charged in the indictment, find Theodore Jon Hogan:

NOT GUILTY       GUILTY

COUNT II  
False Document or Writing  
(18 U.S.C. § 1001(a)(3))

We, the jury in the above entitled and numbered case, as to the crime of making a false document or writing as charged in the indictment, find Theodore Jon Hogan:

NOT GUILTY       GUILTY

