



0000152494

RECEIVED

ORIGINAL

JACKSON WHITE

2014 APR 16 A 11:00

ATTORNEYS AT LAW

A Professional Corporation

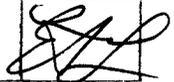
ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Arizona Corporation Commission

DOCKETED

APR 16 2014

40 North Center Street, Suite 200
Mesa, Arizona 85201
T: (480) 464-1111 F: (480) 464-5692
Email: centraldocket@jacksonwhitelaw.com
Attorneys for Respondents
By: Bradley D. Weech, No. 011135

DOCKETED BY 

BEFORE THE ARIZONA CORPORATION COMMISSION

In the matter of:

No. S-20899A-13-0396

WILLIAM N. NORDSTROM and LINDA
NORDSTROM, husband and wife,

ANSWER TO PROPOSED ORDER

NORDSTROM NORDSTROM I, INC., an
Arizona Corporation,

NORDSTROM IMPORTS, INC., an
Arizona Corporation,

Respondents.

William and Linda Nordstrom (the "Nordstroms") answer the Arizona Corporation Commission's Proposed Order as follows:

1. Paragraph 1 is admitted.

2. Paragraph 2 is admitted.

3. The Nordstroms are without sufficient information to answer Paragraph 3 as Nordstrom Nordstrom I, Inc. ("NNI") is believed to have been defunct and out of business for some time now. Further, at the present time, William Nordstrom is going through chemotherapy treatment and other medical treatments for Lymphoma, which he has had for some years, and for which he has had numerous treatments.

4. The Nordstroms are without sufficient information to answer Paragraph 4 as Nordstrom Imports, Inc. ("Imports") is believed to have been defunct and out of business for some time now. Further, at the present time, William Nordstrom is going through

1 chemotherapy treatment and other medical treatments for Lymphoma, which he has had for
2 some years, and for which he has had numerous treatments.

3 5. No response is required for Paragraph 5.

4 6. Paragraph 6 is admitted as far as Linda Norstrom is and has been the spouse of
5 William Nordstrom. The Nordstroms are without sufficient information to answer the
6 remainder of Paragraph 6.

7 7. Paragraph 7 is denied.

8 8. Paragraph 8 is denied as to "investments" having been sold. The Nordstroms
9 affirmatively allege that William Nordstrom acted on the advice of counsel and also that
10 Royce Gibbons performed many actions for which William Nordstrom was either unaware or
11 which Mr. Gibbons accomplished by deceit.

12 9. The Nordstroms are without sufficient information to answer Paragraph 9,
13 however, they affirmatively allege that all actions were taken either with the other parties'
14 express knowledge and agreement, pursuant to advice of legal counsel or by or at the direction
15 of Mr. Gibbons and without knowledge of any violation of law.

16 10. Paragraph 10 is admitted to the extent that the entities conducted business, but,
17 otherwise denied.

18 11. The Nordstroms are without sufficient information to answer Paragraph 11. The
19 paragraph fails to provide enough information. However, they affirmatively allege that all
20 actions were taken either with the other parties' express knowledge and agreement, pursuant
21 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
22 any violation of law.

23 12. The Nordstroms are without sufficient information to answer Paragraph 12. The
24 paragraph fails to provide enough information. However, they affirmatively allege that all
25 actions were taken either with the other parties' express knowledge and agreement, pursuant
26 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
27 any violation of law.

1 13. The Nordstroms are without sufficient information to answer Paragraph 13. The
2 paragraph fails to provide enough information. However, they affirmatively allege that all
3 actions were taken either with the other parties' express knowledge and agreement, pursuant
4 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
5 any violation of law.

6 14. The Nordstroms are without sufficient information to answer Paragraph 14. The
7 paragraph fails to provide enough information. However, they affirmatively allege that all
8 actions were taken either with the other parties' express knowledge and agreement, pursuant
9 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
10 any violation of law.

11 15. The Nordstroms are without sufficient information to answer Paragraph 15. The
12 paragraph fails to provide enough information. However, they affirmatively allege that all
13 actions were taken either with the other parties' express knowledge and agreement, pursuant
14 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
15 any violation of law.

16 16. The Nordstroms are without sufficient information to answer Paragraph 16. The
17 paragraph fails to provide enough information. However, they affirmatively allege that all
18 actions were taken either with the other parties' express knowledge and agreement, pursuant
19 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
20 any violation of law.

21 17. The Nordstroms are without sufficient information to answer Paragraph 17. The
22 paragraph fails to provide enough information. However, they affirmatively allege that all
23 actions were taken either with the other parties' express knowledge and agreement, pursuant
24 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
25 any violation of law.

26 18. The Nordstroms are without sufficient information to answer Paragraph 18. The
27 paragraph fails to provide enough information. However, they affirmatively allege that all
28 actions were taken either with the other parties' express knowledge and agreement, pursuant

1 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
2 any violation of law.

3 19. The Nordstroms are without sufficient information to answer Paragraph 19. The
4 paragraph fails to provide enough information. However, they affirmatively allege that all
5 actions were taken either with the other parties' express knowledge and agreement, pursuant
6 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
7 any violation of law.

8 20. The Nordstroms are without sufficient information to answer Paragraph 20. The
9 paragraph fails to provide enough information. However, they affirmatively allege that all
10 actions were taken either with the other parties' express knowledge and agreement, pursuant
11 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
12 any violation of law.

13 21. The Nordstroms are without sufficient information to answer Paragraph 21. The
14 paragraph fails to provide enough information. However, they affirmatively allege that all
15 actions were taken either with the other parties' express knowledge and agreement, pursuant
16 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
17 any violation of law.

18 22. The Nordstroms are without sufficient information to answer Paragraph 22. The
19 paragraph fails to provide enough information. However, they affirmatively allege that all
20 actions were taken either with the other parties' express knowledge and agreement, pursuant
21 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
22 any violation of law.

23 23. The Nordstroms are without sufficient information to answer Paragraph 23. The
24 paragraph fails to provide enough information. However, they affirmatively allege that all
25 actions were taken either with the other parties' express knowledge and agreement, pursuant
26 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
27 any violation of law.

28 24. Paragraph 24 is denied.

1 25. Paragraph 25 is denied.

2 26. The Nordstroms are without sufficient information to answer Paragraph 26. The
3 paragraph fails to provide enough information. However, they affirmatively allege that all
4 actions were taken either with the other parties' express knowledge and agreement, pursuant
5 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
6 any violation of law.

7 27. The Nordstroms are without sufficient information to answer Paragraph 27. The
8 paragraph fails to provide enough information. However, they affirmatively allege that all
9 actions were taken either with the other parties' express knowledge and agreement, pursuant
10 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
11 any violation of law.

12 28. The Nordstroms are without sufficient information to answer Paragraph 28. The
13 paragraph fails to provide enough information. However, they affirmatively allege that all
14 actions were taken either with the other parties' express knowledge and agreement, pursuant
15 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
16 any violation of law.

17 29. The Nordstroms are without sufficient information to answer Paragraph 29. The
18 paragraph fails to provide enough information. However, they affirmatively allege that all
19 actions were taken either with the other parties' express knowledge and agreement, pursuant
20 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
21 any violation of law.

22 30. The Nordstroms are without sufficient information to answer Paragraph 30
23 except for statements made. The paragraph fails to provide enough information. However,
24 they affirmatively allege that all actions were taken either with the other parties' express
25 knowledge and agreement, pursuant to advice of legal counsel or by or at the direction of Mr.
26 Gibbons and without knowledge of any violation of law.

27 31. The Nordstroms are without sufficient information to answer Paragraph 31. The
28 paragraph fails to provide enough information. However, they affirmatively allege that all

1 actions were taken either with the other parties' express knowledge and agreement, pursuant
2 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
3 any violation of law.

4 32. Upon information and belief, Paragraph 32 is denied.

5 33. The Nordstroms are without sufficient information to answer Paragraph 33,
6 except to the extent that there are allegations that Nordstrom issued promissory notes. The
7 paragraph fails to provide enough information. However, they affirmatively allege that all
8 actions were taken either with the other parties' express knowledge and agreement, pursuant
9 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
10 any violation of law.

11 34. The Nordstroms are without sufficient information to answer Paragraph 34,
12 except to the extent the paragraph alleges payments made. The paragraph fails to provide
13 enough information. However, they affirmatively allege that all actions were taken either with
14 the other parties' express knowledge and agreement, pursuant to advice of legal counsel or by
15 or at the direction of Mr. Gibbons and without knowledge of any violation of law.

16 35. The Nordstroms are without sufficient information to answer Paragraph 35,
17 except to the extent that stock was sold. The paragraph fails to provide enough information.
18 However, they affirmatively allege that all actions were taken either with the other parties'
19 express knowledge and agreement, pursuant to advice of legal counsel or by or at the direction
20 of Mr. Gibbons and without knowledge of any violation of law.

21 36. Paragraph 36 is admitted to the extent that fertilizer was formulated and was to
22 be sold. The Nordstroms affirmatively allege that fertilizer was, in fact, manufactured and
23 sold.

24 37. Upon information and belief, Paragraph 37 is admitted.

25 38. Upon information and belief, Paragraph 38 is admitted to the extent that there
26 were profits expected by all parties.

27 39. Upon information and belief, Paragraph 39 is admitted to the extent that all
28 parties anticipated success of the business.

1 40. Paragraph 40 is denied and the Nordstroms affirmatively allege that it is
2 overbroad and insufficiently detailed to formulate a response as to “Respondents.”

3 41. Paragraph 41 is admitted to the extent that stocks were sold.

4 42. The Nordstroms are without sufficient information to answer Paragraph 42. The
5 paragraph fails to provide enough information. However, they affirmatively allege that all
6 actions were taken either with the other parties’ express knowledge and agreement, pursuant
7 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
8 any violation of law.

9 43. The Nordstroms are without sufficient information to answer Paragraph 43. The
10 paragraph fails to provide enough information. However, they affirmatively allege that all
11 actions were taken either with the other parties’ express knowledge and agreement, pursuant
12 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
13 any violation of law.

14 44. The Nordstroms are without sufficient information to answer Paragraph 44. The
15 paragraph fails to provide enough information. However, they affirmatively allege that all
16 actions were taken either with the other parties’ express knowledge and agreement, pursuant
17 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
18 any violation of law.

19 45. Paragraph 45 is admitted to the extent that stock was issued; and they
20 affirmatively allege that all actions were taken either with the other parties’ express
21 knowledge and agreement, pursuant to advice of legal counsel or by or at the direction of Mr.
22 Gibbons and without knowledge of any violation of law.

23 46. The Nordstroms are without sufficient information to answer Paragraph 46,
24 except to the extent that the records of the entity reflect ownership and control provisions.
25 Further, they affirmatively allege that all actions were taken either with the other parties’
26 express knowledge and agreement, pursuant to advice of legal counsel or by or at the direction
27 of Mr. Gibbons and without knowledge of any violation of law.

1 47. The Nordstroms are without sufficient information to answer Paragraph 47. The
2 paragraph fails to provide enough information. However, they affirmatively allege that all
3 actions were taken either with the other parties' express knowledge and agreement, pursuant
4 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
5 any violation of law.

6 48. Paragraph 48 is denied to the extent that the allegations are overbroad and fail to
7 recognize the participation and control of Mr. Gibbons.

8 49. The Nordstroms are without sufficient information to answer Paragraph 49. The
9 paragraph fails to provide enough information. However, they affirmatively allege that all
10 actions were taken either with the other parties' express knowledge and agreement, pursuant
11 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
12 any violation of law.

13 50. The Nordstroms are without sufficient information to answer Paragraph 50. The
14 paragraph fails to provide enough information. However, they affirmatively allege that all
15 actions were taken either with the other parties' express knowledge and agreement, pursuant
16 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
17 any violation of law.

18 51. The Nordstroms are without sufficient information to answer Paragraph 51. The
19 paragraph fails to provide enough information. However, they affirmatively allege that all
20 actions were taken either with the other parties' express knowledge and agreement, pursuant
21 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
22 any violation of law.

23 52. Paragraph 52 is admitted to the extent it alleges that stock was issued. Further,
24 the Nordstroms affirmatively allege that all actions were taken either with the other parties'
25 express knowledge and agreement, pursuant to advice of legal counsel or by or at the direction
26 of Mr. Gibbons and without knowledge of any violation of law.

27 53. Paragraph 53 is denied to the extent that the allegations are overbroad and fail to
28 recognize the participation and control of Mr. Gibbons.

1 54. The Nordstroms are without sufficient information to answer Paragraph 54. The
2 paragraph fails to provide enough information. However, they affirmatively allege that all
3 actions were taken either with the other parties' express knowledge and agreement, pursuant
4 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
5 any violation of law.

6 55. The Nordstroms are without sufficient information to answer Paragraph 55, and
7 they affirmatively allege that all actions were taken either with the other parties' express
8 knowledge and agreement, pursuant to advice of legal counsel or by or at the direction of Mr.
9 Gibbons and without knowledge of any violation of law.

10 56. The Nordstroms are without sufficient information to answer Paragraph 56, and
11 they affirmatively allege that all actions were taken either with the other parties' express
12 knowledge and agreement, pursuant to advice of legal counsel or by or at the direction of Mr.
13 Gibbons and without knowledge of any violation of law.

14 57. The Nordstroms are without sufficient information to answer Paragraph 57. The
15 paragraph fails to provide enough information. However, they affirmatively allege that all
16 actions were taken either with the other parties' express knowledge and agreement, pursuant
17 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
18 any violation of law.

19 58. The Nordstroms are without sufficient information to answer Paragraph 58. The
20 paragraph fails to provide enough information. However, they affirmatively allege that all
21 actions were taken either with the other parties' express knowledge and agreement, pursuant
22 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
23 any violation of law.

24 59. The Nordstroms are without sufficient information to answer Paragraph 59. The
25 paragraph fails to provide enough information. However, they affirmatively allege that all
26 actions were taken either with the other parties' express knowledge and agreement, pursuant
27 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
28 any violation of law.

1 60. The Nordstroms are without sufficient information to answer Paragraph 60. The
2 paragraph fails to provide enough information. However, they affirmatively allege that all
3 actions were taken either with the other parties' express knowledge and agreement, pursuant
4 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
5 any violation of law.

6 61. The Nordstroms are without sufficient information to answer Paragraph 61. The
7 paragraph fails to provide enough information. However, they affirmatively allege that all
8 actions were taken either with the other parties' express knowledge and agreement, pursuant
9 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
10 any violation of law.

11 62. The Nordstroms are without sufficient information to answer Paragraph 62. The
12 paragraph fails to provide enough information. However, they affirmatively allege that all
13 actions were taken either with the other parties' express knowledge and agreement, pursuant
14 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
15 any violation of law.

16 63. The Nordstroms are without sufficient information to answer Paragraph 63. The
17 paragraph fails to provide enough information. However, they affirmatively allege that all
18 actions were taken either with the other parties' express knowledge and agreement, pursuant
19 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
20 any violation of law.

21 64. The Nordstroms are without sufficient information to answer Paragraph 64. The
22 paragraph fails to provide enough information. However, they affirmatively allege that all
23 actions were taken either with the other parties' express knowledge and agreement, pursuant
24 to advice of legal counsel or by or at the direction of Mr. Gibbons and without knowledge of
25 any violation of law.

26 65. Paragraph 65 is denied.

27 66. Paragraph 66 is denied.

