

ORIGINAL



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AZ CORP COMMISSION  
DOCKET CONTROL

Arizona Corporation Commission  
DOCKETED

OCT 2 2015

6  
7 Richard C. Harkins  
8 Pro se

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10 **BEFORE THE ARIZONA CORPORATE COMMISSION**

12 **In the matter of:**

**Docket No. S-20938A-15-0308**

13 **USA Barcelona Realty Advisors, LLC,**  
14 **an Arizona Limited Liability Company,**  
15 **USA Barcelona Hotel Land Company, LLC,**  
16 **an Arizona Limited Liability Company,**  
17 **RICHARD C. HARKINS, an unmarried**  
18 **man,**  
19 **ROBERT J. KERRIGAN, an unmarried**  
20 **man**  
21 **GEORGE T. SIMMONS and JANET B.**

**RESPONDENTS RICHARD C.**  
**HARKINS, USA BARCELONA REALTY**  
**ADVISORS, LLC, USA BARCELONA**  
**HOTEL LAND COMPANY I, LLC,**  
**JOINTLY ANSWER TO TEMPORARY**  
**ORDER TO CEASE AND DESIST AND**  
**NOTICE OF OPPORTUNITY FOR**  
**HEARING**

22 **SIMMONS, husband and wife,**  
23 **BRUCE ORR, an unmarried man**  
24 **Respondents**

1 Respondents Richard C. Harkins (“Mr. Harkins”) Pro se, USA Barcelona Realty  
2 Advisors, LLC (“Barcelona Advisors”) Pro se and USA Barcelona Hotel Land Company I, LLC  
3 (“Barcelona Land Company”) Pro se, referred to herein jointly as “Joint Respondent” and “JR”  
4 herein jointly answer or otherwise respond to the allegations of the Securities Division  
5 (“Division”) of the Arizona Corporation Commission (“Commission”) set forth in the August 26,  
6 2015 Temporary Order to Cease and Desist and Notice of Opportunity for Hearing (“NOH”) that  
7 was served by certified mail on Joint Respondent on September 2, 2015.

8 Joint Respondent specifically denies that JR has engaged in acts and practices that  
9 constitute violations of A.R.S. § 44-1801, *et seq.*, the Arizona Securities Act (“Securities Act”),  
10 and that the public welfare requires immediate action.

11 Further, Joint Respondent specifically denies that Richard Harkins directly or indirectly  
12 controlled USA Barcelona Realty Advisors, LLC within the meaning of A.R.S. § 44-1999, so  
13 that Richard Harkins is jointly and severally liable under A.R.S. § 44-1999 to the same extent as  
14 USA Barcelona Realty Advisors, LLC for its alleged violations of A.R.S. § 44-1991.

15 Further, Joint Respondent objects to the procedure under which the Division’s allegations  
16 are being administered. The process to date skipped in its entirety a more appropriate and  
17 traditional so-called Wells process. In this instance, the Division ignored the Well process, as it  
18 held no preliminary hearing with the Respondent and as a result made no notice to Respondent  
19 counsel that the Division was prepared to bring charges, which then would have allowed  
20 Respondent counsel appropriate time to prepare for a defense of such charges or to establish the  
21 grounds for a motion to dismiss.

22 Further, to have the Division’s allegations vetted by an Administrative Law Judge  
23 (“ALJ”) is a meaningless step as the ALJ’s findings and recommendations place no burden on  
24 the Division to amend their allegations in any manner. The process is not following the United  
25 States Constitutional process of assuring the Respondent a fair and impartial hearing in front of a  
26 Judge or Jury of their peers.

27 How can a determination made by a person (ALJ) employed by the Division be deemed fair and  
28 even handed; and, even if adjudicated with vigilance and vigor by such a person, be deemed

1 meaningless as it places no burden on the Division to adhere to all or any part of an ALJ's  
2 recommendations?

3 Further, the ALJ Hearing process, as employed by the Division, in kind, is being  
4 challenged at the Federal level with numerous actions brought against the SEC and with resultant  
5 Federal Court findings of disfavor with the SEC's implementation of the ALJ system. It clearly  
6 places and the accuser and the judge on the same payroll with the accused standing to receive an  
7 unconstitutional result.

8 Further, to this point: a quote from U.S. District Judge Jeb Rakoff of the Southern District  
9 of New York stated, "one might wonder from where doe the constitutional warrant such  
10 unchecked and unwarranted administrative power derive?"

11 Further, Joint Respondent requests that, if following a hearing in front of an  
12 Administrative Law Judge employed by the Division, this matter it its entirety is not (i)  
13 dismissed by the Division, or (ii) settled to the satisfaction of the Respondent and the Division,  
14 then, rather than continuing to a hearing with the Arizona Corporate Commission, on  
15 Constitutional grounds, this matter be moved to Arizona Superior Court.

## 17 I.

### 18 JURISDICTION

- 19 1. Answering paragraph 1 of the NOH, while Joint Respondent admits that the Commission  
20 has jurisdiction over matters pursuant to Article XV of the Arizona Constitution and the  
21 Securities Act, said paragraph calls for a legal conclusion and therefore Joint  
22 Respondent denies that the Commission has jurisdiction over this matter.

## 23 II.

### 24 RESPONDENTS

- 25 2. Answering paragraph 2 of the NOH, Joint Respondent admits the allegations in said  
26 paragraph.
- 27 3. Answering paragraph 3 of the NOH, the allegations in said paragraph do not  
28

1 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
2 knowledge or information to admit or deny the allegations in said paragraph, and therefore  
3 Joint Respondent denies the allegations in said paragraph.

- 4 4. Answering paragraph 4 of the NOH, the allegations in said paragraph do not  
5 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
6 knowledge or information to admit or deny the allegations in said paragraph, and therefore  
7 Joint Respondent denies the allegations in said paragraph.
- 8 5. Answering paragraph 5 of the NOH, the allegations in said paragraph do not  
9 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
10 knowledge or information to admit or deny the allegations in said paragraph, and therefore  
11 Joint Respondent denies the allegations in said paragraph.
- 12 6. Answering paragraph 6 of the NOH, Joint Respondent admits the allegations in said  
13 paragraph with the reservation that Barcelona Advisors did not act as a securities broker or  
14 dealer and therefore had no requirement to register as such with the Commission.
- 15 7. Answering paragraph 7 of the NOH, Joint Respondent admits the allegations in said  
16 paragraph with the reservation that Barcelona Land Company did not act as a securities  
17 broker or dealer and therefore had no requirement to register as such with the Commission.
- 18 8. Answering paragraph 8 of the NOH, the allegations in said paragraph do not  
19 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
20 knowledge or information to admit or deny the allegations in said paragraph, and therefore  
21 Joint Respondent denies the allegations in said paragraph.
- 22 9. Answering paragraph 9 of the NOH, the allegations in said paragraph do not  
23 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
24 knowledge or information to admit or deny the allegations in said paragraph, and  
25 therefore Joint Respondent denies the allegations in said paragraph.
- 26 10. Answering paragraph 10 of the NOH, Joint Respondent admits the allegations in said  
27 paragraph with the reservation that Respondent (in the singular vernacular) refers to only  
28 Mr. Harkins, Barcelona Advisors and Barcelona Land Company, as Respondent herein.

**III.**  
**FACTS**

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11. Answering paragraph 11 of the NOH, in that Barcelona Advisors was resultant of a name change from Barcelona Administration Company and said name change occurred after October 2012, Mr. Harkins denies having been President of Barcelona Advisors since October 2012. Further, the allegations in said paragraph, call for a legal conclusion. Mr. Harkins specifically denies that he directly or indirectly controlled Barcelona Advisors within the meaning of A.R.S. § 44-1999 and is therefore jointly and severally liable under A.R.S. § 44-1999 to the same extent as Barcelona Advisors for its alleged violations of A.R.S. § 44-1991.
  12. Answering paragraph 12 of the NOH, referencing Joint Respondent answer in paragraph 11, and without sufficient knowledge as to when Mr. Orr became a member of either Barcelona Advisors or its predecessor named entity, Barcelona Administration Company, Joint Respondent denies the allegations in said paragraph.
  13. Answering paragraph 13 of the NOH, which calls for a legal conclusion and therefore Joint Respondent denies the allegations in said paragraph.
  14. Answering paragraph 14 of the NOH, Joint Respondent admits that Richard Harkins has been President of Barcelona Land Company since January 2014. The balance of the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.
  15. Answering paragraph 15 of the NOH, the allegations in said paragraph do not specifically pertain to Joint Respondent; however, Joint Respondent admits that Mr. Simmons was an officer of Barcelona Land Company. The balance of the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.
  16. Answering paragraph 16 of the NOH, the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.

OCTOBER 2012 OFFERING

17. Answering paragraph 17 of the NOH, Mr. Harkins admits to the allegations as to a singular sale represented by Mr. Harkins to Ms. Kelly Bair and wherein no commissions or fees were paid to Mr. Harkins on said representation; otherwise the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.

18. Answering paragraph 18 of the NOH, the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.

19. Answering paragraph 19 of the NOH, the allegations in this paragraph call for a legal conclusion and therefore Joint Respondent denies these allegations in said paragraph.

20. Answering paragraph 20 of the NOH, Joint Respondent admits to the allegations as stated in said paragraph.

21. Answering paragraph 21 of the NOH, Joint Respondent admits that \$720,000 of sales of the October 2012 Offering were made. Joint Respondent states further that sales were made to eight investors, all of whom certified in their subscription agreement that they were an accredited investor. As part and parcel, but not in its entirety, within the subscription agreement, each investor attested by signature and initialing or marking where required, to the following:

*I have received, read and understand the materials delivered to me relative to the Company and its business (the "Materials"). I further understand that my rights and responsibilities as a Purchaser will be governed by the terms of this **Investor Questionnaire and Subscription Agreement** and the Offering (collectively, the "Offering"). I understand that you will rely on the following information to confirm that I am an "accredited investor" as defined in Regulation D, and that I am qualified to be a Purchaser.*

1. Representations and Warranties. I represent and warrant to the Company that:

(a) I (i) have adequate means of providing for my current needs and possible contingencies, and I have no need for liquidity of my investment in the Investment

1                   Units, (ii) can bear the economic risk of losing the entire amount of my investment  
2                   in Investment Units, and (iii) have such knowledge and experience that I am  
3                   capable of evaluating the relative risks and merits of this investment.

4                   (b) The address set forth below is my correct residence, and I have no present  
5                   intention of becoming a resident of any other state or jurisdiction.

6                   (c) I have \_\_\_\_, have not \_\_\_\_, utilized the services of a "Purchaser Representative"  
7                   (as defined in Regulation D promulgated under the Securities Act).

8                   (d) I have received and read, and am familiar with the Offering Memorandum. All  
9                   documents, records and books pertaining to the Company and the Investment  
10                  Units requested by me, including all pertinent records of the Company, financial  
11                  and otherwise, have been made available or delivered to me.

12                  (e) I have had an opportunity to ask questions of and receive answers from the  
13                  Company's President and its representatives concerning the Company's affairs  
14                  generally and the terms and conditions of my proposed investment in the  
15                  Investment Units.

16                  (f) I understand the risks implicit in the business of the Company. Among other  
17                  things, I understand that the Company was recently formed to act as the Advisor  
18                  to one or more REIT's and/or Funds. The Company has a limited history of  
19                  operations, and there can be no assurance that the Company will be successful  
20                  in obtaining adequate funds or establishing profitable operations. If any  
21                  principal amount of Investment Units is sold, the Company will have immediate  
22                  use of my funds, and Proceeds of this offering may not be sufficient for the  
23                  Company's long-term needs.

24                  (g) I further understand that the Company's sole business will be to act as the Advisor  
25                  to one or more REIT's and/or Funds, and that the Company's business involves  
26                  substantial risks, including those set forth under "Risk Factors" in the Offering.

27                  (h) Other than as set forth in the Offering, no person or entity has made any  
28                  representation or warranty whatsoever with respect to any matter or thing

1                    *concerning the Company and this Offering and I am purchasing the Investment*  
2                    *Units based solely upon my own investigation and evaluation.*

3                    *(i) I understand that no Investment Units have been registered under the Securities*  
4                    *Act, nor have they been registered pursuant to the provisions of the securities or*  
5                    *other laws of applicable jurisdictions. Unless my Investment Units are registered*  
6                    *under the Act or the Securities Exchange Act of 1933, I may re-offer or resell my*  
7                    *Investment Units only to Accredited Investors or pursuant to an exemption from*  
8                    *registration.*

9                    *(j) The Investment Units for which I subscribe are being acquired solely for my own*  
10                   *account, for investment and are not being purchased with a view to or for their*  
11                   *resale or distribution. In order to induce the Company to sell Investment Units to*  
12                   *me, the Company will have no obligation to recognize the ownership, beneficial*  
13                   *or otherwise, of the Investment Units by anyone but me.*

14                   *(k) I am aware of the following:*

15                   *(i) The Investment Units are a speculative investment that involves a high*  
16                   *degree of risk;*

17                   *(ii) My interest in the Investment Units is not readily transferable; it may not*  
18                   *be possible for me to liquidate my investment;*

19                   *(iii) No financial statements of the Company have been compiled, reviewed or*  
20                   *audited by independent certified public accountants, but have merely been*  
21                   *prepared by management of the Company; and*

22                   *(iv) No federal or state agency has made any finding or determination as to the*  
23                   *fairness of the Investment Units for investment nor any recommendation or*  
24                   *endorsement of the Investment Units.*

25                   *(l) Except as set forth in the Offering, no person has ever represented,*  
26                   *guaranteed, or warranted to me expressly or by implication, the*  
27                   *approximate or exact length of time that I will be required to hold the*  
28                   *Investment Units.*

1                   (m) I agree to indemnify the Company, and hold the Company harmless from  
2                   and against any and all liability, damage, cost or expense incurred on  
3                   account of or arising out of:

4                   (i) Any inaccuracy in the declarations, representations, and warranties set  
5                   forth above;

6                   (ii) Any disposition of any of the Investment Units by me which is contrary to  
7                   the foregoing declarations, representations and warranties; and

8                   (iii) Any action, suit or proceeding based upon (A) the claim that such  
9                   declarations, representations, or warranties were inaccurate or misleading  
10                  or otherwise cause for obtaining damages or redress from the Company; or  
11                  (B) the disposition of any of the Investment Units.

12                  The foregoing representations and warranties are true as of the date hereof, shall be true  
13                  and accurate as of the date of the delivery of the funds to the Company and shall  
14                  survive such delivery. If, in any respect, such representations and warranties are not  
15                  true and accurate prior to delivery of the funds, I will give written notice of that fact  
16                  to the Company, specifying which representations and warranties are not true and  
17                  accurate and the reasons therefore.

18                  The subscription agreement in its entirety, speaks for itself.

19                  22. Answering paragraph 22 of the NOH, Joint Respondent denies the amount of \$90,251 as  
20                  the correct amount paid to investors in the October 2012 Offering.

21                  23. Answering paragraph 23 of the NOH, Joint Respondent denies that Barcelona Advisors  
22                  intended to operate as a REIT and otherwise admits to the allegations as stated in the said  
23                  paragraph.

24                  24. Answering paragraph 24 of the NOH, the allegations in said paragraph do not  
25                  specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
26                  knowledge or information to admit or deny the allegations in said paragraph, and  
27                  therefore Joint Respondent denies the allegations in said paragraph.

28                  25. Answering paragraph 25 of the NOH, the allegations in said paragraph do not

1 specifically pertain to Joint Respondent and Joint Respondent is without sufficient  
2 knowledge or information to admit or deny the allegations in said paragraph, and therefore  
3 Joint Respondent denies the allegations in said paragraph.

4 26. Answering paragraph 26 of the NOH, Mr. Harkins admits to giving at least one investor  
5 appropriate offering materials and company information and otherwise has no specific  
6 recollection of any specific statement made to any specific investor and therefore Joint  
7 Respondent denies the balance of the allegations in said paragraph.

8 27. Answering paragraph 27 of the NOH, Joint Respondent admits to the allegations as stated  
9 in said paragraph.

10 28. Answering paragraph 28 of the NOH, Joint Respondent admits to the allegations as stated  
11 in said paragraph; further, and in reference to paragraph 19, each investor accepted by the  
12 company relating to the October 2012 Offering attested in writing on their subscription  
13 agreement to being an accredited investor.

14 29. Answering paragraph 29 of the NOH, Joint Respondent admits to the allegations as stated  
15 in said paragraph.

16 30. Answering paragraph 30 of the NOH, Joint Respondent (i) denies the October 2012 PPM  
17 failed to disclose his prior involvement with AVC, (ii) denies that Mr. Richard Harkins  
18 controlled the three companies referenced in said paragraph, as AVC was owned, not by  
19 Mr. Harkins, but rather by three companies, Kitchell Custom Builders, Developers  
20 Marketing Services, a company controlled by Robert McCord, President of Coldwell  
21 Banker Success Realty, and Desert Fox Associates, of which Mr. Harkins was a 50%  
22 owner. By attribution, in that the three companies owning AVC were equal owners, and  
23 Mr. Harkins owned ½ of one of those companies, Mr. Harkins was at best a 16% owner of  
24 AVC common stock (but less than 16% ownership of AVC on a fully diluted basis as AVC  
25 placed preferred stock); additionally, AVC was controlled by a seven member board of  
26 directors, the majority of whom were independent directors. Mr. Harkins, as president of  
27 AVC, served at the will of the board of directors; (iii) admits three companies controlled by  
28 AVC, as dictated by the board of directors, filed Chapter 11 in order to protect AVC  
creditors' and stockholders' interests; (iv) denies the Arizona State Land Department

1 ("ASLD") "cancelled the acquisition of the land for the venture for non-payment" as at best  
2 ambiguous and more to the point grossly misleading as (a) "the land" may imply all land  
3 controlled by affiliates of AVC and wherein only one land parcel controlled by Affiliates of  
4 AVC had been acquired from the ASLD and whereas AVC through agreement with the  
5 ASLD, AVC gave the certificate back to the ASLD, and further, (b) where the entire AVC  
6 difficulty came about, not as a failure of AVC to properly execute its business plan, but  
7 rather, a failure of the entire domestic and international economy in what has been coined  
8 "The Great Recession"; Joint Respondent acknowledges that management is an important  
9 component of any company. Citing from a published guideline for proper disclosure in a  
10 securities document, "Each executive officer and director of the company should be  
11 identified and the position held in the company's management structure should be  
12 described; previous business experience of the management staff is also relevant; therefore,  
13 disclosure of each executive officer and director's previous occupation during at least the  
14 past five years should be given, including a description of the job held, type of business in  
15 which the person was employed and whether that business is still in operation." Joint  
16 Respondent asserts that the disclosure in the October 2012 PPM met all of the aforesaid  
17 requirements and that further disclosure of his involvement with AVC was not required;  
18 further, the evidence abounds that AVC was not "Harkins company"; therefore, denies the  
19 allegations as stated in said paragraph.

20 31. Answering paragraph 31 of the NOH, Joint Respondent, although specific knowledge and  
21 access to the operating agreement of Barcelona Advisors is required to fill in the blanks as  
22 to the form in which the allegation is so loosely made, admits on the basis of general  
23 premise to the allegations as stated in said paragraph.

24 32. Answering paragraph 32 of the NOH, Joint Respondent (i) admits that Mr. Meka worked  
25 for the company, (ii) denies that Mr. Meka maintained the company's records or prepared  
26 financial statements, as the company employed outside CPA assistance in maintain its  
27 financial system and records, followed by bringing in-house a person titled CFO who was a  
28 non-executive member of the company, plus an employee who maintained the company's  
financial records under the company's CFO's direction, and subject to Joint Respondent

1 final review, (iii) admits Mr. Harkins was aware of the judgement imposed on Mr. Meka  
2 and its constraints on what Mr. Meka could not do in the business arena, and, that Mr.  
3 Meka's activities in the company were therefore, and because of the judgement, confined to  
4 clerical oriented duties and in no regard dealing with the prospecting for, or dealing with  
5 prospective investors in any offering made by the company or its affiliates; Mr. Meka's  
6 activities for the company did not involve the selling of any securities or the offering of any  
7 securities to any person or persons; Mr. Meka had a broad commercial real estate  
8 experience which although not yet used by the company through September 2014, placed  
9 him to be of planned value in evaluating land purchase opportunities; on more than one  
10 occasion, Mr. Harkins informed the Executive Members either individually or in group  
11 session of Mr. Meka's felony conviction, his role in the company and the limitations  
12 imposed on his activities in the company; otherwise, Joint Respondent denies that  
13 disclosure of Mr. Meka's employment by the company was relevant to the interest of  
14 investors or otherwise required.

15 33. Answering paragraph 33 of the NOH, Joint Respondent admits to the allegations as stated  
16 in said paragraph.

17 34. Answering paragraph 34 of the NOH, the allegations in said paragraph do not specifically  
18 pertain to Joint Respondent and Joint Respondent is without sufficient knowledge or  
19 information to admit or deny the allegations in said paragraph,

20 35. Answering paragraph 35 of the NOH, (i) the company had considerable communication  
21 with its investors both as a group and as individuals; therefore, it is not recollected by Mr.  
22 Harkins if he ever used the term "shelved"; (ii) the company had "one business plan" that  
23 had several components and there was a point in time where the company shuffled the  
24 order of execution of the components of the business plan but never shelved the business  
25 plan, therefore Joint Respondent denies the allegations as stated in said paragraph.

26 36. Answering paragraph 36 of the NOH, Joint Respondent admits to the allegations as stated  
27 in said paragraph.

28 37. Answering paragraph 37 of the NOH, the company disclosed on page 2 of its October 2012  
PPM, in footnote 3 to The Planned Uses Of Proceeds, "Working Capital will be established

1 from Offering Proceeds to address contingencies and operating requirements of the Company  
2 including loans made to USA Barcelona Realty Advisors (“USA BRA”) for its organization  
3 period requirements ..etc”. The company’s issuance of a promissory note stating that it would  
4 be repaid from proceeds of future offering proceeds was consistent with the company’s  
5 allowance under the above disclosure as to the use of offering proceeds; therefore, no specific  
6 disclosure as to the repayment of a member loan or any other loan was required; further, of  
7 relevance to this paragraph, subsequent to the issuance of the Kerrigan note (the “Kerrigan  
8 Note”), a review of the company operating agreement by Mr. Harkins led to the believe that  
9 it was more likely than not that the operating agreement prohibited repayment of Executive  
10 Member loans; the fact is, no payment was made to Mr. Kerrigan on the Kerrigan Note; and,  
11 therefore Joint Respondent denies the allegations as stated in said paragraph.

#### 12 **R.E. AND M.E. OFFERINGS**

- 13 38. Answering paragraph 38 of the NOH, Joint Respondent desires to establish that R.E. is  
14 Rod Eaves (“Mr. Eaves”) and M.E. is Melissa Eaves; further (i) Mr. Eaves had a close and  
15 privileged relationship with Barcelona Advisors and its Executive Members, (ii) during the  
16 period 2013 through September 2014, Mr. Eaves regularly attended Executive Member  
17 meetings before becoming, first a non-executive member with a title of vice president of  
18 Barcelona Advisors, then becoming an Executive Member (iii) participating in more than  
19 one business meeting with Chanen Construction Company (“Chanen”) during the period  
20 the company was establishing a relationship with Chanen, and, (iv) introducing at least one  
21 perspective investor to the company in an effort to assist with the working capital  
22 fulfillment needs of the company. In these regards, Mr. Eaves was a very important person  
23 in the company’s efforts to succeed and was very much an insider; further, Mr. Eaves was a  
24 client in longstanding with Mr. Kerrigan; therefore, Joint Respondent admits to the  
25 allegations as stated in said paragraph 38 herein.
- 26 39. Answering paragraph 39 of the NOH, Joint Respondent admits to the allegations as stated  
27 in said paragraph.
- 28 40. Answering paragraph 40 of the NOH, Joint Respondent admits to the allegations as stated

1 in said paragraph.

2 41. Answering paragraph 41 of the NOH, Joint Respondent admits to the allegations as stated  
3 in said paragraph.

4 42. Answering paragraph 42 of the NOH, Joint Respondent admits to the allegations as stated  
5 in said paragraph.

6 43. Answering paragraph 43 of the NOH, Joint Respondent admits to the allegations as stated  
7 in said paragraph.

8 44. Answering paragraph 44 of the NOH, Joint Respondent admits to the allegations as stated  
9 in said paragraph.

10 45. Answering paragraph 45 of the NOH, Joint Respondent admits to the allegations as stated  
11 in said paragraph.

12 46. Answering paragraph 46 of the NOH, Joint Respondent admits to the allegations as stated  
13 in said paragraph.

14 47. Answering paragraph 47 of the NOH, Joint Respondent admits to the allegations as stated  
15 in said paragraph.

16 48. Answering paragraph 48 of the NOH. Joint Respondent categorically denies the  
17 allegations as stated in said paragraph 48 herein.

#### 18 **JANUARY 2104 OFFERING**

19 49. Answering paragraph 49 of the NOH, Mr. Harkins has no knowledge of any offerings  
20 made by Mr. Simmons or Mr. Orr; and, Mr. Harkins made no offering. Joint Respondent  
21 has no knowledge of Mr. Kerrigan's activities relative to making offerings other than one  
22 offering that was placed with an investor; therefore, Joint Respondent denies the allegations  
23 in said paragraph.

24 50. Answering paragraph 50 of the NOH, Joint Respondent, with qualification that exactly  
25 two investors acquired a total of \$150,000 of interest in the January 2014 Offering, admits  
26 to the allegations as stated in said paragraph.

27 51. Answering paragraph 51 of the NOH, with qualification that the terms of the January  
28 2014 Offering do not offer a refund nor speak to the company's intent to make a refund,

1 and wherein a refund cannot be made on a loan, only a loan payment can be made on a  
2 loan, and, by executing their subscription agreement the investor's accepted the risk of no  
3 payment being made on the loan, Joint Respondent admits to the allegation that the two  
4 investors in the January 2014 Offering have not received interest payments.

5 52. Answering paragraph 52 of the NOH, Joint Respondent states that the company's  
6 business plan was more far-reaching than stated in the applicable paragraph, including  
7 acting as advisor to an affiliated REIT that would incorporate in its business plan the intent  
8 to conduct a public offering, otherwise admits to the allegations as stated in said paragraph.

9 53. Answering paragraph 53 of the NOH, Joint Respondent admits to the allegations as  
10 stated in said paragraph with qualification as to the wording ("to fund working capital" as  
11 not being an unexpected matter) used by the Division in paragraph 53. The company had a  
12 then ongoing requirement to fund its working capital requirements through the sale of its  
13 offerings. The original goal of \$1,000,000 in funds arranged through the sale of the  
14 company's offerings was not changed. The October 2012 Offering had interest premium  
15 payment features that were locked to certain dates (12/31/13 and 12/31/14) plus a term date  
16 of 12/31/14 which, based on a declining calendar, no longer were suitable to the sale of that  
17 offering; therefore, a Form D was filed with the SEC, the October 2012 Offering was  
18 terminated at \$670,000 in booked sales and the January 2014 Offering was brought  
19 forward.

20 54. Answering paragraph 54 of the NOH, whether Barcelona Advisors made an offering  
21 calls for a legal conclusion; therefore, Joint Respondent denies the allegations as stated in  
22 said paragraph. Further, the January 2014 PPM speaks for itself.

23 55. Answering paragraph 55 of the NOH, the allegations in said paragraph do not specifically  
24 pertain to Joint Respondent and Joint Respondent is without sufficient knowledge or  
25 information to admit or deny the allegations in said paragraph, and therefore Joint  
26 Respondent denies the allegations in said paragraph.

27 56. Answering paragraph 56 of the NOH, Joint Respondent admits to the allegations as  
28 stated in said paragraph. Further, the January 2014 PPM speaks for itself.

- 1 57. Answering paragraph 57 of the NOH, with the qualification that exactly two persons  
2 invested a total of \$150,000 in the January 2014 Offering, Joint Respondent admits to the  
3 allegations as stated in said paragraph. Further, the January 2014 PPM speaks for itself.
- 4 58. Answering paragraph 58 of the NOH, the referenced interest payment was made on a  
5 delayed basis as noticed to the investors without objection and when paid was paid with a  
6 premium benefit for the delay; therefore, Joint Respondent states that no disclosure was  
7 necessary and therefore denies the allegations as stated in said paragraph. Further, the  
8 January 2014 PPM speaks for itself.
- 9 59. Answering paragraph 59 of the NOH, Joint Respondent admits to the allegations as  
10 stated in said paragraph. Further, the January 2014 PPM speaks for itself.
- 11 60. Answering paragraph 60 of the NOH, the company disclosed on page 2 of its January  
12 2014 PPM, in footnote 3 to The Planned Uses Of Proceeds “working Capital will be  
13 established from Offering Proceeds to address contingencies and operating requirements  
14 of the Company including loans made to USA Barcelona Realty Advisors (“USA BRA”)  
15 for its organization period requirements ..etc”. The company’s use of offering proceeds to  
16 pay interest was an allowed use of funds; however, no such interest payments were made  
17 and, therefore Joint Respondent denies the allegations as stated in said paragraph. Further,  
18 the January 2014 PPM speaks for itself.
- 19 61. Answering paragraph 61 of the NOH, Joint Respondent admits to the allegations as  
20 stated in said paragraph. Further, the January 2014 PPM speaks for itself.
- 21 62. Answering paragraph 62 of the NOH, the company had “one business plan” that had  
22 several components. There was a point in time where a change in capitalization element of  
23 the plan caused the company to alter the order of execution of the components of the  
24 business plan but there was no “Plan B”, further, the term Plan B may have been used in  
25 oral or written communication to shed light on a change in emphasis or order of the  
26 company’s business plan; therefore Joint Respondent denies the allegations as stated in said  
27 paragraph. Further, the January 2014 PPM speaks for itself.  
28

- 1 63. Answering paragraph 63 of the NOH, Joint Respondent admits to the allegations as  
2 stated in said paragraph. Further, the January 2014 PPM speaks for itself.
- 3 64. Answering paragraph 64 of the NOH, Joint Respondent by reference restates the answer  
4 provided in paragraph 30 which clearly states that AVC was not "Harkins company" and  
5 further denies that disclosure of his involvement with AVC was required, inadequate or  
6 relevant.
- 7 65. Answering paragraph 65 of the NOH, based on the incomplete nature of the assertion(s)  
8 in this paragraph, Joint Respondent denies the allegations as stated in said paragraph.  
9 Further, the January 2014 PPM speaks for itself.
- 10 66. Answering paragraph 66 of the NOH, Joint Respondent by reference restates the answer  
11 provided in paragraph 32.
- 12 67. Answering paragraph 67 of the NOH, Joint Respondent admits to the allegations as  
13 stated in said paragraph. Further, the January 2014 PPM speaks for itself.
- 14 68. Answering paragraph 68 of the NOH, Joint Respondent by reference restates the answer  
15 provided in paragraph 34.

#### 16 **MAY 2014 OFFERING**

- 17 69. Answering paragraph 69 of the NOH, Joint Respondent denies making an investment  
18 offering of Barcelona Land Company; Joint Respondent maintains that no sales of any  
19 securities were made by Barcelona Land Company; and, Joint Respondent is otherwise  
20 without sufficient knowledge or information to admit or deny the allegations of the offering  
21 of member interests in Barcelona Land Company being made as stated in said paragraph,  
22 and therefore Joint Respondent denies the allegations in said paragraph.
- 23 70. Answering paragraph 70 of the NOH, Joint Respondent states that a copy of a preliminary  
24 May 2014 Offering may have been given to at least one person with whom the company  
25 had a prior relationship in response to any such person requesting information of the  
26 business plan of Barcelona Land Company; further, the Barcelona Land Company Offering  
27 was developed for the broker dealer community ("BD PPM"), not for direct placement by  
28 Barcelona Advisors or any of its Executive Members or agents; further, the final BD PPM

1 offered \$5,000,000 not \$10,000,000 as referenced in this paragraph; accordingly, it appears  
2 the Division possesses a copy of a BD PPM that was at best preliminary; further, in that no  
3 sale of the May 2014 was made, the matter of the 2014 Offering is irrelevant; further, the  
4 copy of the May 2014 Offering possessed by the Division does not speak for itself in that it  
5 is not representative of the final BD PPM, even if some relevancy can be claimed and  
6 sustained by the Division; without sufficient recollection, knowledge or information to  
7 admit or deny the allegations in said paragraph, Joint Respondent denies the allegations in  
8 said paragraph.

9 71. Answering paragraph 71 of the NOH, wherein the Division's description of Barcelona  
10 Land Company's business plan is partially correct, there is one substantial way in which it  
11 is incorrect, therefore Joint Respondent denies the allegations as stated in said paragraph.

12 72. Answering paragraph 72 of the NOH, Joint Respondent admits to the allegations as stated  
13 in said paragraph.

14 73. Answering paragraph 73 of the NOH, it is Joint Respondent belief that an agreement was  
15 reached with a major general contracting company which is Chanen; whereas, no written  
16 document was executed by the company or an affiliate with Chanen, the results of  
17 numerous meetings between official of the company and officials of Chanen delineated the  
18 respective roles of the companies in an intended series of hotel construction projects;  
19 further, the disclosure regarding Chanen as contained in the May 2014 Offering was  
20 specifically approved by Chanen; further, no investment was sold by the company after  
21 April 2104 in either the October 2012 Offering or January 2014 Offering, which both  
22 predate the May 2014 Offering document referenced herein; further, it is likely that no  
23 offer was made and more importantly for certain no sale was made in the May 2014  
24 Offering; further, whether an "Agreement" was reached with Chanen is a legal question,  
25 and to that point Joint Respondent denies the allegation in said paragraph.

26 74. Answering paragraph 74 of the NOH, Joint Respondent admits to the allegations stated in  
27 said paragraph.

28 75. Answering paragraph 75 of the NOH, Joint Respondent by reference restates the answer  
provided in paragraph 30.

- 1 76. Answering paragraph 76 of the NOH, Joint Respondent states that due to the incomplete  
2 nature of the allegation, JR denies the allegation stated in said paragraph.
- 3 77. Answering paragraph 77 of the NOH, Joint Respondent by reference restates the answer  
4 provided in paragraph 32.
- 5 78. Answering paragraph 78 of the NOH, Joint Respondent admits to the allegations as stated  
6 in said paragraph.
- 7 79. Answering paragraph 79 of the NOH, Joint Respondent by reference restates the answer  
8 provided in paragraph 34.

9 **JUNE 2014 OFFERING**

- 10 80. Answering paragraph 80 of the NOH, whether an "Offering" was made is a matter of a  
11 legal determination and to that point Joint Respondent denies the allegation in said  
12 paragraph. Further, as a matter of fact, investors in the October 2012 Offering and the  
13 January 2014 Offering were made aware by either a letter or an email communication (not  
14 an offering memorandum) that the company was in need of short-term capital and were  
15 asked to make a loan to the company, in whole or in part up to \$150,000; one investor  
16 made a \$5,000 loan; further, the promissory note and investment contract speak for  
17 themselves.
- 18 81. Answering paragraph 81 of the NOH, Joint Respondent admits to the allegations as stated  
19 in said paragraph.
- 20 82. Answering paragraph 82 of the NOH, with the qualification that the noteholder is not  
21 entitled to a "refund", Joint Respondent admits to the other allegations as stated in said  
22 paragraph.
- 23 83. Answering paragraph 83 of the NOH, with the qualification that the stated  
24 communication was either a letter or an email, and that all recipients were persons with  
25 whom Joint Respondent had a prior relationship and were previously known to meet  
26 accredited investor qualification, Joint Respondent admits to the allegations as stated in  
27 said paragraph. Further, the June 2014 Offer Letter speaks for itself.
- 28 84. Answering paragraph 84 of the NOH, one person (Richard Andrade) was issued a  
promissory note in the amount of \$5,000 ("Andrade Note"); further, in that the Division

1 appears to claim that Mr. Andrade acquired an interest in an offering and JR states that the  
2 whether the issuance of the Andrade Note constitutes an Offering is a matter of legal  
3 determination, Joint Respondent denies the allegations as stated in said paragraph. Further,  
4 the promissory note speaks for itself.

- 5  
6 85. Answering paragraph 85 of the NOH, Joint Respondent asserts that its denials of  
7 assertions made herein result in a denial of the allegations in said paragraph. Further, the  
8 October 2012 Offering and the January 2014 Offering speak for themselves.

9  
10 **HARKINS' INTENT TO MAKE NEW OFFERINGS**

- 11 86. Answering paragraph 86 of the NOH, in an effort to move forward with a business  
12 undertaking that could allow Barcelona Advisors' investors an opportunity to recover their  
13 investment in the company via their participation in a new company, Mr. Harkins was full  
14 time engaged from October 2014 forward in establishing a business plan that could achieve  
15 that end. Mr. Harkins communicated on several occasions with company investors as to the  
16 evolution of his thoughts. The April 21, 2015 letter to company investors and only to  
17 company investors was one such communication. To that end, answering paragraph 86 of  
18 the NOH, Mr. Harkins denies having made an Offering but otherwise admits to the  
19 allegations as stated in said paragraph.
- 20 87. Answering paragraph 87 of the NOH, in that the question of whether the description of a  
21 plan that is a stated work in process is an "Offering" is the idea that such a work in process  
22 is required to be registered with the Commission is a matter calling for a legal conclusion  
23 and to that point Mr. Harkins denies the allegations as stated in said paragraph.
- 24 88. Answering paragraph 88 of the NOH, Mr. Harkins admits the allegation as stated in said  
25 paragraph. Further, the April 2015 document speaks for itself.
- 26 89. Answering paragraph 89 of the NOH, Joint Respondent did not state in any  
27 communication that Mr. Harkins intended to offer registered or exempt securities, if in fact  
28 Mr. Harkins stated his intent to offer any securities; therefore, Mr. Harkins denies the  
allegations as stated in said paragraph. Further, the April 2015 document speaks for itself.

1 90. Answering paragraph 90 of the NOH, the paragraphs reference to “The Hour Glass Fund”  
2 was nothing more than giving a possible name to a fund should such fund be created, which  
3 it has not been; further, the allegations in said paragraph call for a legal conclusion;  
4 therefore, Mr. Harkins denies the allegations as stated in said paragraph. Further, the April  
5 2015 document speaks for itself.

6 91. Answering paragraph 91 of the NOH, Mr. Harkins by reference restates in aggregate the  
7 answers provided in paragraphs 86 through 90.

8 92. Answering paragraph 92 of the NOH, Mr. Harkins admits to the allegations as stated in  
9 said paragraph.

10 93. Answering paragraph 93 of the NOH, Mr. Harkins, due to the State’s inclusion of  
11 “securities”, Mr. Harkins denies the allegations as stated in said paragraph

12 **IV.**

13 **VIOLATION OF A.R.S. § 44-1991**

14 **(Fraud in Connection with the Offer or Sale of Securities)**

15 94. Answering paragraph 94 of the NOH, Mr. Harkins and Barcelona Land  
16 Company denies the allegations in said paragraph, which call for a legal conclusion. Mr.  
17 Harkins specifically denies that in connection with offer or sale of securities within or from  
18 Arizona, that Mr. Harkins, directly or indirectly, employed a device, scheme, or artifice  
19 to defraud, made any untrue statements of material fact or omitted to state material facts  
20 that were necessary in order to make the statements made not misleading in light of the  
21 circumstances under which they were made or engaged in transactions, practices, or courses  
22 of business that operated or would operate as a fraud or deceit upon offerees and investors.

23 95. (a) Answering paragraph 95(a) of the NOH, Joint Respondent denies that the alleged  
24 disclosure omissions were required, which call for a legal conclusion; further, Joint  
25 Respondent by reference restates in aggregate the answers provided in paragraph 30.

26 (b) Answering paragraph 95(b) of the NOH, Joint Respondent denies that the alleged  
27 disclosure omissions were required, which call for a legal conclusion; further, Joint  
28 Respondent by reference restates in aggregate the answers provided in paragraph 32.

- 1 (c) Answering paragraph 95(c) of the NOH, Joint Respondent denies that the alleged  
2 disclosure omissions were required, which call for a legal conclusion; further, Joint  
3 Respondent by reference restates in aggregate the answers provided in paragraph 34.
- 4 (d) Answering paragraph 95(d) of the NOH, Mr. Harkins denies the allegations as stated in  
5 said paragraph; further, Mr. Harkins by reference restates the answer provided in  
6 paragraph 35.
- 7 (e) Answering paragraph 95(e) of the NOH, Mr. Harkins denies the allegations as stated in  
8 said paragraph; further, Mr. Harkins by reference restates the answer provided in  
9 paragraph 37.
- 10 (f) Answering paragraph 95(f) of the NOH, Mr. Harkins and Barcelona Advisors deny the  
11 allegations as stated in said paragraph; further, Joint Respondent by reference restates  
12 the answer provided in paragraph 58.
- 13 (g) Answering paragraph 95(g) of the NOH, Mr. Harkins and Barcelona Advisors deny the  
14 allegations as stated in said paragraph; further, Joint Respondent by reference restates  
15 the answer provided in paragraph 60.
- 16 (h) Answering paragraph 95(h) of the NOH, Mr. Harkins and Barcelona Advisors deny the  
17 allegations as stated in said paragraph; and, Joint Respondent by reference restates the  
18 answer provided in paragraph 62.
- 19 (i) Answering paragraph 95(i) of the NOH, Mr. Harkins and Barcelona Advisors deny the  
20 allegations as stated in said paragraph; and, Joint Respondent by reference restates the  
21 answer provided in paragraph 62.
- 22 96. Answering paragraph 96 of the NOH, Mr. Harkins and Barcelona Land Company deny  
23 the allegations in said paragraph, which call for a legal conclusion. Mr. Harkins  
24 specifically denies that he engaged in any conduct that violated A.R.S. § 44-1991.

25 **V.**

26 **CONTROL PERSON LIABILITY PURSUANT TO A.R.S. § 44-1999**

- 27 97. Answering paragraph 97 of the NOH, Mr. Harkins denies the allegations in said  
28 paragraph, which call for a legal conclusion. Mr. Harkins specifically denies that he

1 directly or indirectly controlled Barcelona Advisors within the meaning of A.R.S. § 44-  
2 1999 and is therefore jointly and severally liable under A.R.S. § 44-1999 to the same  
3 extent as Barcelona Advisors for its alleged violations of A.R.S. § 44-1991.

- 4 98. Answering paragraph 98 of the NOH, Mr. Harkins denies the allegations in said  
5 paragraph, which call for a legal conclusion. Mr. Harkins specifically denies that he  
6 directly or indirectly controlled Barcelona Land Company within the meaning of  
7 A.R.S. § 44-1999 and is therefore jointly and severally liable under A.R.S. § 44-1999 to  
8 the same extent as Barcelona Land Company for its alleged violations of A.R.S. § 44-1991.

9  
10 **VI.**

11 **REMEDIES PURSUANT TO A.R.S. § 44-1962**

- 12 99. Answering paragraph 1 parts (a), (b)(i) and (b)(ii) and paragraph 2 of Section VI of the  
13 NOH, the allegations in said paragraph do not specifically pertain to Mr. Harkins and Mr.  
14 Harkins is without sufficient knowledge or information to admit or deny the allegations  
15 in said paragraph, and therefore Mr. Harkins denies the allegations in said paragraph.

16  
17 **VII.**

18 **AFFIRMATIVE DEFENSES**

- 19 100. Mr. Harkins personally and Joint Respondent allege that the NOH fails to state a claim  
20 upon which relief can be granted, and that this matter should be dismissed in its entirety  
21 with prejudice.
- 22 101. Mr. Harkins personally and Joint Respondent allege that no securities are involved in the  
23 alleged transactions.
- 24 102. Mr. Harkins personally and Joint Respondent allege that, to the extent securities were  
25 involved in the alleged transactions, the securities are exempt or exempt from the  
26 registration and/or licensing provisions of the Securities Act.
- 27 103. Mr. Harkins personally and Joint Respondent allege that Mr. Harkins did not offer or sell  
28 any securities under Arizona law.

- 1 104. Mr. Harkins personally and Joint Respondent allege that all of his actions were taken for a  
2 proper purpose.
- 3 105. Mr. Harkins personally and Joint Respondent allege that Mr. Harkins has not taken any  
4 improper actions within or from the State of Arizona.
- 5 106. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred  
6 by the applicable statute of limitations.
- 7 107. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred  
8 by the doctrines of waiver, estoppel, laches, unclean hands, and contributory negligence.  
9 Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred  
10 by assumption of risk
- 11 108. Mr. Harkins personally and Joint Respondent allege that the Commission has failed to  
12 allege securities fraud with reasonable particularity as required by Rule 9(b) of the Arizona  
13 Rules of Civil Procedure.
- 14 109. Mr. Harkins personally and Joint Respondent allege that Mr. Harkins did not know, nor  
15 could Mr. Harkins have known through the exercise of reasonable care, of any alleged  
16 untrue statements or material omissions as alleged in the NOH.
- 17 113. Mr. Harkins personally and Joint Respondent allege that Mr. Harkins did not act with the  
18 requisite scienter.
- 19 114. Mr. Harkins personally and Joint Respondent allege that Richard Harkins has not employed  
20 a device, scheme or artifice to defraud in connection with the offer, purchase, or sale of any  
21 security.
- 22 115. Mr. Harkins personally and Joint Respondent allege that Richard Harkins has not made  
23 any misrepresentations or omissions, material or otherwise.
- 24 116. Mr. Harkins personally and Joint Respondent allege that Richard Harkins has acted in  
25 good faith and did not directly or indirectly induce the conduct at issue.
- 26 117. Mr. Harkins personally and Joint Respondent allege that the alleged investors have suffered  
27 no injuries or damages as a result of his acts.  
28

1 118. Mr. Harkins personally and Joint Respondent allege that Richard Harkins has caused no  
2 damages.

3 119. Mr. Harkins personally and Joint Respondent allege that the investors relied on other  
4 culpable parties in connection with the matters at issue in the NOH.

5 120. Mr. Harkins personally and Joint Respondent allege that restitution is barred because the  
6 damages, if any, were caused by the Investors' own acts or omissions and/or by the  
7 investors' failure to mitigate their damages.

8 121. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred,  
9 in whole or in part, because the investors' damages, if any, were caused by the acts of  
10 others over whom Joint Respondent has no control, and for whose acts Joint Respondent is  
11 not legally answerable.

12 122. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred,  
13 in whole or in part, because the investors' damages, if any, were caused by the intervening  
14 and superseding acts of others over whom Joint Respondent has no control, and for whose  
15 acts Joint Respondent is not legally answerable.

16 123. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred,  
17 in whole or in part, because of mutual mistake.

18 124. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred,  
19 in whole or in part, because of payment, accord, and satisfaction.

20 125. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are  
21 precluded, in whole or in part, by offsets.

22 126. Mr. Harkins personally and Joint Respondent allege that the claims in the NOH are barred,  
23 in whole or in part, because the investors acted in bad faith.

24 127. Further investigation and discovery in this matter may reveal the existence of  
25 additional affirmative defenses. Therefore, Mr. Harkins personally and Joint Respondent  
26 allege reserve as possible defenses all remaining defenses set forth in the Arizona Rules of  
27 Civil Procedure.  
28

1 128. Mr. Harkins personally and Joint Respondent reserve the right to amend this Answer to  
2 assert additional affirmative defenses after completion of investigation and discovery.

3 Mr. Harkins has previously requested a hearing in this matter and reaffirms that request.  
4

5 DATED this 2<sup>nd</sup> day of October, 2015.

6 Richard C. Harkins

7 Pro se

8 and on behalf of

9 Co-Joint Respondents:

10 USA Barcelona Realty Advisors, LLC

11 USA Barcelona Hotel Land Company I, LLC  
12

13  
14 By:  \_\_\_\_\_  
15

16 Richard C. Harkins  
17 4422 E. Lupine Ave.  
18 Phoenix, AZ 85028  
19

20 Original plus 13 copies of the foregoing

21 Hand Delivered on this 2<sup>nd</sup> day of October, 2015 with:

22  
23 Docket Control

24 Arizona Corporate Commission

25 1200 West Washington Street

26 Phoenix, AZ 85007  
27  
28