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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

COMMISSIONERS**DOCKETED**

TOM FORESE - Chairman
BOB BURNS
ANDY TOBIN
BOYD DUNN
JUSTIN OLSON

MAY 22 2018**DOCKETED BY**

In the matter of:

DOCKET NO. S-21015A-17-0200

DRHORSEPOWER, INC., a California corporation,

**PROPOSED ORDER TO CEASE AND DESIST,
ORDER FOR RESTITUTION, ORDER FOR
ADMINISTRATIVE PENALTIES, AND
CONSENT TO SAME**STEVEN SCHOLL and SANDRA JONES,
husband and wife,**BY: DRHORSEPOWER, INC., STEVEN
SCHOLL, AND SANDRA JONES**

BRUCE GUERCIO, a single man,

Respondents.

Decision No. 76685

Respondents DrHorsepower, Inc., Steven Scholl, and Sandra Jones ("Respondents") elect to permanently waive any right to a hearing and appeal under Articles 11 and 12 of the Securities Act of Arizona, A.R.S. § 44-1801 *et seq.* ("Securities Act") with respect to this Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same ("Order"). Respondents admit the jurisdiction of the Arizona Corporation Commission ("Commission"); admit for the purposes of this proceeding the Findings of Fact and Conclusions of Law contained in this Order; and consent to the entry of this Order by the Commission.

I.**FINDINGS OF FACT**

1. Respondent DrHorsepower, Inc. ("Dr. Horsepower") is a corporation organized under the laws of the state of California.
2. Respondent Steven Scholl ("Scholl") is a resident of San Diego County, California.
3. At all relevant times, Scholl was the president, chief executive officer, and a member of the board of directors of Dr. Horsepower.

1 4. Respondent Sandra Jones ("Jones") is a resident of San Diego County, California.

2 5. At all relevant times, Jones was an executive officer and member of the board of directors
3 of Dr. Horsepower.

4 6. Respondent Bruce Guercio ("Guercio") is a resident of Pima County, Arizona.

5 7. Jones was at all relevant times the spouse of Respondent Scholl. In addition to being
6 named as Respondents based on their own individual liability, Scholl and Jones are each joined in this
7 action under A.R.S. § 44-2031(C) for purposes of determining the liability of the marital community.

8 8. At all relevant times, Respondents Scholl and Jones were acting for their own benefit
9 and for the benefit or in furtherance of each other and their marital community.

10 9. None of the Respondents have been registered with the Commission as a securities
11 salesman or securities dealer.

12 10. From 2007 to 2013, Dr. Horsepower and other entities purporting to sell Dr.
13 Horsepower products engaged in a nation-wide offering of shares of stock. More than \$500,000 was
14 obtained from approximately 40 investors during the offering.

15 11. During the offering, Dr. Horsepower, Scholl, and Guercio offered and sold
16 unregistered shares of Dr. Horsepower common stock to investors in Arizona by making
17 representations regarding material facts to potential investors which were not accurate.

18 12. At all times material to this matter, each of the investors referenced hereinafter were
19 residents of Arizona and were within Arizona at the time they were offered and sold shares of Dr.
20 Horsepower stock by Dr. Horsepower, Scholl, and Guercio.

21 13. On or around December 27, 2007, Scholl incorporated Dr. Horsepower as a California
22 corporation.

23 14. Dr. Horsepower held itself out to potential investors as "an intellectual property
24 company" which would sell energy drinks, health supplements, apparel, cosmetics, auto supplies,
25 and other merchandise bearing the brand names "Dr. Horsepower," "La Bandita," and "Pride."

26 15. In or around early 2008, Scholl began to seek investments in Dr. Horsepower and

1 promote Dr. Horsepower to potential investors and salespersons.

2 16. Scholl's efforts to promote Dr. Horsepower included the creation of a website and the
3 production of various marketing materials ("the Marketing Materials"), including a brochure and
4 press releases.

5 17. The Marketing Materials contained representations which were not accurate. For
6 example, the brochure:

7 a) Represented that Harvey Hershkowitz, attorney Marcy Kaye, attorney Andrew
8 Skale, and U.S. Navy Captain Jim "Mudcat" Grant were members of Dr. Horsepower's board of
9 directors;

10 b) Featured photographs of Forte-brand automotive products which had been
11 digitally altered to replace the Forte logo with a Dr. Horsepower logo;

12 c) Featured photographs of exhibition vehicles which had been digitally altered
13 to show a Dr. Horsepower logo on the vehicles, and included captions such as "DrHorsepower™
14 Sets Land Speed Records" and "DrHorsepower™ Competes at Lemans, France";

15 d) Stated that Dr. Horsepower offers energy drinks privately labeled for the U.S.
16 military, that a market capture of 20% would yield a \$24,000,000 annual profit, and that an 80%
17 capture rate was expected;

18 e) Represented that brokerage houses, law firms, and financial institutions
19 estimated Dr. Horsepower's value to range from \$100 million to \$1 billion and valued its stock at a
20 minimum of \$100 per share;

21 f) Represented that shareholder royalties would range from \$12,500 to \$100,000
22 daily based on its "very conservative" market capture rates of 1/4 percent to 1 percent;

23 g) Stated that Dr. Horsepower's first year net profit was projected to exceed
24 \$9,000,000, and its net profit was projected to reach nearly \$900,000,000 by the end of year 5.

25 18. The Marketing Materials also included financial disclosures incorrectly representing
26 that:

1 a) Dr. Horsepower's "Scheduled in the USA to Date" monthly profit was
2 \$5,364,836; and

3 b) Dr. Horsepower's "Scheduled in Mexico to Date" monthly profit was
4 \$400,356.

5 19. After creating the Marketing Materials, Scholl sent the materials to salesmen in
6 Arizona to provide to potential investors.

7 20. Guercio became acquainted with Dr. Horsepower in 2010 after responding to an
8 advertisement on Craigslist, and shortly thereafter Guercio agreed to offer shares of Dr. Horsepower
9 stock to potential investors on behalf of Scholl and Dr. Horsepower.

10 21. Pursuant to the agreement between Guercio and Scholl, Guercio received a 20%
11 commission on the investment capital that he brought in to Dr. Horsepower.

12 22. From January 2010 through December 2011, Guercio offered shares of Dr.
13 Horsepower stock to at least seven investors ("the Guercio Investors") who went on to purchase at
14 least \$59,250 of common stock from Scholl and Dr. Horsepower.

15 23. During the offering process, Guercio gave Marketing Materials to potential investors
16 which had been provided to him by Scholl.

17 24. Guercio also referred potential investors to the Dr. Horsepower website, which
18 featured an electronic version of the brochure.

19 25. Guercio also misrepresented to certain investors that large quantities of Dr.
20 Horsepower energy drinks were already being sold in Mexico.

21 26. Following the offering, the Guercio Investors sent their investment funds to Scholl,
22 and in return received a copy of the Common Stock and Warrant Purchase Agreement ("the
23 Agreement") signed by Scholl, and a stock certificate representing shares in Dr. Horsepower which
24 was signed by Scholl and Jones.

25 27. In addition to the Guercio Investors, between April 2008 and December 2011, Scholl
26 and Dr. Horsepower offered and sold Dr. Horsepower stock to an additional fifteen investors ("the

1 Scholl Investors”) in exchange for \$82,083.33.

2 28. During the offering process, at least three of the Scholl Investors received an
3 Investment Marketing Memorandum (“IMM”) for Dr. Hip Intellectual Properties, Inc. (“Dr. HIP”),
4 a Delaware corporation formed in October 2010.

5 29. In the IMM, Dr. HIP purported to own the Dr. Horsepower, La Bandita, and Pride
6 brands, and held itself out as a company which sold energy drinks, apparel, and other products
7 bearing those brands. In addition, the IMM:

8 a) Incorrectly represented that its board of directors included Richard Weiner,
9 Richard Murlowski, James O’Leary, and John De Puy;

10 b) Estimated an 80% capture rate of the military’s energy drink consumption and
11 stated that a 20% capture, a “hyper-conservative scenario,” would yield a \$2,400,000 monthly profit;
12 and

13 c) Projected a net income of more than \$5,000,000 for 2012 which grew to more
14 than \$70,000,000 by 2016.

15 30. Scholl and Dr. Horsepower also gave at least two of the additional 15 investors a
16 Corporate Valuation (“the Valuation”) which:

17 a) Identified Dr. Horsepower, La Bandita, and Pride as Dr. HIP’s brands, and
18 described Dr. HIP as a company which sold energy drinks and other products bearing those brands;

19 b) Valued Dr. HIP at \$13,800,000 to \$17,800,000; and

20 c) Projected revenue of \$75,000,000 for the first year and \$500,000,000 by the
21 fifth year.

22 31. During the offering process, at least nine Dr. Horsepower investors were presented
23 with documents requiring investors to provide information which would provide a basis to determine
24 whether the investors were accredited. These documents were titled Accredited Investor
25 Questionnaire and Purchaser Questionnaire (“the Questionnaires”).

26 32. In response to the Questionnaires, at least six investors responded that they did not

1 meet the financial requirements to be considered accredited investors, but Scholl and Dr. Horsepower
2 sold stock to the unaccredited investors anyway.

3 33. Like the Guercio Investors, the Scholl Investors sent their investment funds to Scholl,
4 and in return received a copy of the Agreement signed by Scholl, and a stock certificate representing
5 shares in Dr. Horsepower which was signed by Scholl and Jones.

6 34. Pursuant to the Agreement, Dr. Horsepower agreed to issue and sell a certain number
7 of shares of Dr. Horsepower common stock to a "purchaser" at the purchase price set forth in the
8 Agreement.

9 35. The Agreement misrepresented that "Other than [A&R Marketing, Inc. and certain
10 employees of the Company], neither the Company nor any Purchaser has engaged any person or
11 entity who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or
12 similar payment for arranging the transaction contemplated hereby or introducing the parties to each
13 other."

14 36. Between November 17, 2008, and May 29, 2009, two Dr. Horsepower investors
15 received three checks totaling \$184.16 from Dr. Horsepower. The checks were accompanied by a
16 statement which identified the first payment as a "dividend," the second payment as a "profit-sharing
17 disbursement," and the third payment as a "royalty disbursement."

18 37. Other than the \$184.16 returned to two investors, no other Dr. Horsepower investors
19 in Arizona have received any return of their investments.

20 38. Dr. Horsepower never generated a profit between 2007 and 2013.

21 39. Although investors were led to believe that the investment proceeds would be used to
22 increase production, between 2007 and 2014, Scholl and Dr. Horsepower loaned more than \$100,000
23 of the investment proceeds to Scholl.

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II.**CONCLUSIONS OF LAW**

40. The Commission has jurisdiction over this matter pursuant to Article XV of the Arizona Constitution and the Securities Act.

41. Dr. Horsepower and Scholl offered or sold securities within or from Arizona, within the meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

42. Dr. Horsepower and Scholl violated A.R.S. § 44-1841 by offering or selling securities that were neither registered nor exempt from registration.

43. Dr. Horsepower and Scholl violated A.R.S. § 44-1842 by offering or selling securities while neither registered as a dealer or salesman nor exempt from registration.

44. In connection with the offer or sale of securities within or from Arizona, Dr. Horsepower and Scholl violated A.R.S. § 44-1991.

45. At all relevant times, Scholl and Jones directly or indirectly controlled Dr. Horsepower within the meaning of A.R.S. § 44-1999. Therefore, Scholl and Jones are jointly and severally liable to the same extent as Dr. Horsepower for its violations of A.R.S. § 44-1991.

46. Respondents' conduct is grounds for a cease and desist order pursuant to A.R.S. § 44-2032.

47. Respondents' conduct is grounds for an order of restitution pursuant to A.R.S. § 44-2032.

48. Respondents' conduct is grounds for administrative penalties under A.R.S. § 44-2036.

III.**ORDER**

THEREFORE, on the basis of the Findings of Fact, Conclusions of Law, and Respondents' consent to the entry of this Order, attached and incorporated by reference, the Commission finds that the following relief is appropriate, in the public interest, and necessary for the protection of investors:

1 IT IS ORDERED, pursuant to A.R.S. § 44-2032, that Respondents, and any of Respondents'
2 agents, employees, successors and assigns, permanently cease and desist from violating the Securities
3 Act.

4 IT IS FURTHER ORDERED that Respondents comply with the attached Consent to Entry
5 of Order.

6 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondent Dr.
7 Horsepower shall, jointly and severally with Scholl and Jones, both individually and in their marital
8 community, under Docket No. S-21015A-17-0200, pay restitution to the Commission in the principal
9 amount of \$141,149.17 as a result of the conduct set forth in the Findings of Fact and Conclusions
10 of Law. Payment is due in full on the date of this Order. Payment shall be made to the "State of
11 Arizona" to be placed in an interest-bearing account controlled by the Commission.

12 IT IS FURTHER ORDERED that the restitution ordered in the preceding paragraph will
13 accrue interest, as of the date of the Order, at the rate of the lesser of (i) ten percent per annum or (ii)
14 at a rate per annum that is equal to one per cent plus the prime rate as published by the board of
15 governors of the federal reserve system in statistical release H. 15 or any publication that may
16 supersede it on the date that the judgment is entered.

17 The Commission shall disburse the funds on a pro-rata basis to investors shown on the records
18 of the Commission. Any restitution funds that the Commission cannot disburse because an investor
19 refuses to accept such payment, or any restitution funds that cannot be disbursed to an investor
20 because the investor is deceased and the Commission cannot reasonably identify and locate the
21 deceased investor's spouse or natural children surviving at the time of the distribution, shall be
22 disbursed on a pro-rata basis to the remaining investors shown on the records of the Commission.
23 Any funds that the Commission determines it is unable to or cannot feasibly disburse shall be
24 transferred to the general fund of the state of Arizona.

25 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that Respondent Dr.
26 Horsepower shall, jointly and severally with Scholl and Jones, both individually and in their marital

1 community, under Docket No. S-21015A-17-0200, pay an administrative penalty in the amount of
2 \$25,000 as a result of the conduct set forth in the Findings of Fact and Conclusions of Law. Payment
3 is due in full on the date of this Order. Payment shall be made to the "State of Arizona." Any amount
4 outstanding shall accrue interest as allowed by law.

5 IT IS FURTHER ORDERED that payments received by the state of Arizona shall first be
6 applied to the restitution obligation. Upon payment in full of the restitution obligation, payments
7 shall be applied to the penalty obligation.

8 For purposes of this Order, a bankruptcy filing by any Respondent shall be an act of default.
9 If Respondents do not comply with this Order, any outstanding balance may be deemed in default
10 and shall be immediately due and payable.

11 IT IS FURTHER ORDERED, that if Respondents fail to comply with this Order, the
12 Commission may bring further legal proceedings against Respondents, including application to the
13 superior court for an order of contempt.

14 IT IS FURTHER ORDERED, that no finding of fact or conclusion of law contained in this
15 Order shall be deemed binding against any Respondent under this Docket Number who has not
16 consented to the entry of this Order.

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1 IT IS FURTHER ORDERED that this Order shall become effective immediately.

2
3 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

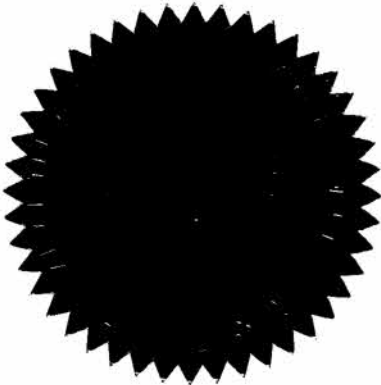
4 
5 CHAIRMAN FORESE

6 
7 COMMISSIONER DUNN

8 
9 COMMISSIONER TOBIN

10 
11 COMMISSIONER OLSON

12 
13 COMMISSIONER BURNS



IN WITNESS WHEREOF, I, TED VOGT, Executive Director
of the Arizona Corporation Commission, have hereunto set my
hand and caused the official seal of the Commission to be
affixed at the Capitol, in the City of Phoenix, this 22nd day
of MAY, 2018.


TED VOGT
EXECUTIVE DIRECTOR

DISSENT

DISSENT

This document is available in alternative formats by contacting Kacie Cannon, ADA Coordinator,
voice phone number (602) 542-3931, e-mail kcannon@azcc.gov.

(CN)

CONSENT TO ENTRY OF ORDER

1
2 1. Respondents DrHorsepower, Inc. ("Dr. Horsepower"), Steven Scholl ("Scholl"), and
3 Sandra Jones ("Jones") (collectively, "Respondents") admit the jurisdiction of the Commission over
4 the subject matter of this proceeding. Respondents acknowledge that they have been fully advised
5 of their right to a hearing to present evidence and call witnesses and Respondents knowingly and
6 voluntarily waive any and all rights to a hearing before the Commission and all other rights otherwise
7 available under Article 11 of the Securities Act and Title 14 of the Arizona Administrative Code.
8 Respondents acknowledge that this Order to Cease and Desist, Order for Restitution, Order for
9 Administrative Penalties, and Consent to Same ("Order") constitutes a valid final order of the
10 Commission.

11 2. Respondents knowingly and voluntarily waive any right under Article 12 of the
12 Securities Act to judicial review by any court by way of suit, appeal, or extraordinary relief resulting
13 from the entry of this Order.

14 3. Respondents acknowledge and agree that this Order is entered into freely and
15 voluntarily and that no promise was made or coercion used to induce such entry.

16 4. Respondents have been represented by an attorney in this matter. Respondents Dr.
17 Horsepower, Scholl, and Jones have reviewed this order with their attorney, A. Bradley Randall of
18 Randall Tandy PLLC, and understand all terms it contains. Respondents acknowledge that their
19 attorney has apprised them of their rights regarding any conflicts of interest arising from dual
20 representation. Respondents acknowledge that they have each given their informed consent to such
21 representation.

22 5. Respondents further agree that they shall not deny or contest the Findings of Fact and
23 Conclusions of Law contained in this Order in any present or future: (a) bankruptcy proceeding, or
24 (b) non-criminal proceeding in which the Commission is a party (collectively, "Proceeding(s)").
25 They further agree that in any such Proceedings, the Findings of Fact and Conclusions of Law
26 contained in this Order may be taken as true and correct and that this Order shall collaterally estop

1 them from re-litigating with the Commission or any other state agency, in any forum, the accuracy
2 of the Findings of Fact and Conclusions of Law contained in this Order. Respondents agree that, in
3 the event any Respondent pursues bankruptcy protection in the future, for purposes of such
4 bankruptcy proceeding, pursuant to 11 U.S.C. § 523(a)(19), the following circumstances exist:

5 A. The obligations incurred as a result of this Order are a result of the conduct
6 set forth in the Findings of Fact and Conclusions of Law in the Order and are for the violation of
7 Arizona state securities laws, pursuant to 11 U.S.C. § 523(a)(19)(A)(i);

8 B. This Order constitutes a judgment, order, consent order, or decree entered in
9 a state proceeding pursuant to 11 U.S.C. § 523(a)(19)(B)(i), a settlement agreement entered into by
10 Respondents pursuant to 11 U.S.C. § 523(a)(19)(B)(ii), and a court order for damages, fine, penalty,
11 citation, restitution payment, disgorgement payment, attorney fee, cost or other payment owed by
12 Respondents pursuant to 11 U.S.C. § 523(a)(19)(B)(iii).

13 6. By consenting to the entry of this Order, Respondents agree not to take any action or
14 to make, or permit to be made, any public statement denying, directly or indirectly, any Finding of
15 Fact or Conclusion of Law in this Order or creating the impression that this Order is without factual
16 basis.

17 7. While this Order settles this administrative matter between Respondents and the
18 Commission, Respondents understand that this Order does not preclude the Commission from
19 instituting other administrative or civil proceedings based on violations that are not addressed by this
20 Order.

21 8. Respondents understand that this Order does not preclude the Commission from
22 referring this matter to any governmental agency for administrative, civil, or criminal proceedings
23 that may be related to the matters addressed by this Order.

24 9. Respondents understand that this Order does not preclude any other agency or officer
25 of the state of Arizona or its subdivisions from instituting administrative, civil, or criminal
26 proceedings that may be related to matters addressed by this Order.

1 10. Respondents agree that they will not apply to the state of Arizona for registration as a
2 securities dealer or salesman or for licensure as an investment adviser or investment adviser
3 representative until such time as all restitution and penalties under this Order are paid in full.

4 11. Respondents agree that they will not exercise any control over any entity that offers
5 or sells securities or provides investment advisory services within or from Arizona until such time as
6 all restitution and penalties under this Order are paid in full.

7 12. Respondents agree that they will continue to cooperate with the Securities Division
8 including, but not limited to, providing complete and accurate testimony at any hearing in this matter
9 and cooperating with the state of Arizona in any related investigation or any other matters arising
10 from the activities described in this Order.

11 13. Respondents Scholl and Jones acknowledge that any restitution or penalties imposed
12 by this Order are obligations of Scholl and Jones individually as well as the marital community.

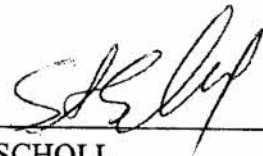
13 14. Respondents consent to the entry of this Order and agree to be fully bound by its terms
14 and conditions.

15 15. Respondents acknowledge and understand that if they fail to comply with the
16 provisions of the Order and this consent, the Commission may bring further legal proceedings against
17 them, including application to the superior court for an order of contempt.

18 16. Respondents understand that default shall render them liable to the Commission for
19 its costs of collection, including reasonable attorneys' fees and interest at the maximum legal rate.

20 17. Respondents agree and understand that if they fail to make any payment as required
21 in the Order, any outstanding balance shall be in default and shall be immediately due and payable
22 without notice or demand. Respondents agree and understand that acceptance of any partial or late
23 payment by the Commission is not a waiver of default by the Commission.

24 18. Scholl represents that he is the chief executive officer of Dr. Horsepower and has been
25 authorized by name of Dr. Horsepower to enter into this Order for and on behalf of it.
26



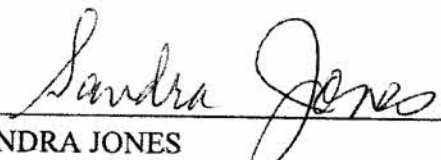
STEVEN SCHOLL

STATE OF _____)
COUNTY OF _____) ss

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 2017.

NOTARY PUBLIC

My commission expires:



SANDRA JONES

STATE OF _____)
COUNTY OF _____) ss

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 2017.

NOTARY PUBLIC

My commission expires:

KA 3 14-12
NOTARY CERTIFICATE ATTACHED

CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Diego)

Subscribed and sworn to (or affirmed) before me on this 14 day of Feb, 2018
by (Steven Schell and Sandra Jones), proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.

Karen Gray
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

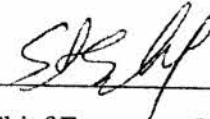
Additional Information: _____

revision date 01/01/2015

Decision No. 76685

DRHORSEPOWER, INC.

By



Its

Chief Executive Officer

STATE OF _____)
COUNTY OF _____) ss

SUBSCRIBED AND SWORN TO BEFORE me this ____ day of _____, 2018.

NOTARY PUBLIC

My commission expires:

KA 3 14-15
NOTARY CERTIFICATE ATTACHED

CALIFORNIA JURAT
(CALIFORNIA GOVERNMENT CODE § 8202)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF San Diego)

Subscribed and sworn to (or affirmed) before me on this 14 day of Feb, 2018
by Steven Schall, proved to me on the basis of
(Name of Signer(s))
satisfactory evidence to be the person(s) who appeared before me.

Karen Gray
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Additional Information: _____

revision date 01/01/2015

Decision No. 76685

1 SERVICE LIST FOR: DrHorsepower, Inc. *et al.*

2 Alfred Bradley Randall

3 RANDALL TANDY PLLC

4 2345 South Alma School Road

5 Suite 204

6 Mesa, Arizona 85210

Attorneys for Respondents Steven Scholl, Sandra Jones, and DrHorsepower, Inc.

7 Bruce Guercio

8 4130 N. Cerro de Falcon

9 Tucson, Arizona 85718

10 *Respondent*

1 **BEFORE THE ARIZONA CORPORATION COMMISSION**

2 **COMMISSIONERS**

3 TOM FORESE - Chairman
4 BOB BURNS
5 ANDY TOBIN
6 BOYD DUNN
7 JUSTIN OLSON

8 In the matter of)

9 DRHORSEPOWER, INC., a California)
10 corporation,)

11 STEVEN SCHOLL and SANDRA JONES,)
12 husband and wife,)

13 BRUCE GUERCIO, a single man,)

14 Respondents.)


DOCKET NO. S-21015A-17-0200

**CERTIFICATION OF SERVICE OF
PROPOSED OPEN MEETING AGENDA
ITEM**

15 On this 27th day of March, 2018, the foregoing document was filed with Docket Control as
16 a Securities Division Memorandum & Proposed Order, and copies of the foregoing were mailed on
17 behalf of the Securities Division to the following who have not consented to email service. On this
18 date or as soon as possible thereafter, the Commission's eDocket program will automatically email
19 a link to the foregoing to the following who have consented to email service.

20 Alfred Bradley Randall
21 RANDALL TANDY PLLC
22 2345 South Alma School Road
23 Suite 204
24 Mesa, Arizona 85210
25 *Attorneys for Respondents Steven Scholl, Sandra Jones, and DrHorsepower, Inc.*

26 Bruce Guercio
4130 N. Cerro de Falcon
Tucson, Arizona 85718
Respondent

By: 
Emie R. Bridges, Executive Assistant