



BEFORE THE ARIZONA CORPORATION COMMISSION

MARC SPITZER
Chairman
JIM IRVIN
Commissioner
WILLIAM A. MUNDELL
Commissioner
MIKE GLEASON
Commissioner
JEFF HATCH-MILLER
Commissioner

Arizona Corporation Commission

DOCKETED

JAN 28 2003

DOCKETED BY *rd*

In the matter of)
SCOTTSDALE FINANCIAL FUNDING)
GROUP, LLC)
4000 North Scottsdale Road)
Scottsdale, AZ 85251)
MARTIN & GRIFFIN, LLC)
4000 North Scottsdale Road)
Scottsdale, AZ 85251)
GREGORY B. GILL aka GREGORY P.)
GILL,)
4015 N. 78th St. #141)
Scottsdale, AZ 85251)
HAYDEN KEITH HOLLAND)
5618 E. Montecito)
Phoenix, AZ 85018-3223)
TAD L. ULRICH & ASSOCIATES, LLC)
13386 North 88th Place)
Scottsdale, AZ 85260)
TAD LYN ULRICH)
13386 North 88th Place)
Scottsdale, AZ 85260)
SENIOR ADVISORY SERVICES, LLC)
1401 Kimdale Street)
Lehigh Acres, Florida 33936)
WALLACE BUTTERWORTH)
1411 East Orangewood Avenue #239)
Phoenix, AZ 85020)

LOCKET NO. S-03472A-02-0000

65557

DECISION NO. _____

ORDER TO CEASE AND DESIST, ORDER
OF RESTITUTION, ORDER FOR
ADMINISTRATIVE PENALTIES AND
CONSENT TO SAME
BY: RESPONDENTS HAYDEN KEITH
HOLLAND AND SCOTTSDALE FINANCIAL
FUNDING GROUP, LLC

Respondents.

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1 Credit Investors, LLC Non-Performing or Consumer Debt Program and the M&G Factoring or
2 Accounts Receivable Management Program.

3 4. HOLLAND and SFFG represented in marketing materials that "SFFG is a finance
4 company that specializes in analyzing and acquiring select investment alternatives for the
5 discriminating investor demanding better than average returns without taking undue risk." SFFG
6 promised to provide investors with alternatives to the traditional market place, with returns that were
7 competitive with stocks and bonds, and that would allow them to diversify their portfolio so that
8 they were not dependent on the volatility that usually accompanies the traditional market place.
9 Investors were assured that only quality investments would be made available for their benefit, and
10 that SFFG was committed to provide them profitable investment alternatives, minimize risk, and
11 provide high growth yield.

12 *"Purchase of Non-Performing and Consumer Debt Program"*

13 5. Beginning around December 1997, HOLLAND and SFFG solicited passive
14 investments in a program involving the sale of membership interests in a series of companies called
15 "Credit Investors, LLCs," also referred to as the "Purchase of Non-Performing and Consumer Debt
16 Program."

17 6. From December 1997 through November 2001, approximately 32 investors invested
18 an estimated \$4,450,397 in the non-performing and consumer debt "Credit Investors, LLC"
19 program, of which HOLLAND and SFFG solicited approximately \$1,691,574 from nine investors,
20 mostly Arizona residents.

21 7. Investor contracts for the "Purchase of Non-Performing and Consumer Debt"
22 program include an "Operating Agreement" whereby the investor is to become a member of a
23 limited liability company called Credit Investors, LLCs, and a "Member Representation
24 Agreement." The Operating Agreement represents that the nature of the business and of the
25 purposes to be conducted and promoted by the Company shall be to engage the acquisition,
26 collection and disposition of non-performing receivables.

1 8. HOLLAND and SFFG represented in marketing materials that “[t]he non-
2 performing and consumer debt marketplace is currently experiencing phenomenal growth and
3 producing auspicious returns for smart investors. . . . SFF is positioned to take advantage of this
4 burgeoning market place.”

5 9. Credit Investors, LLCs have made no filings with the Arizona Corporation
6 Commission for authorization to operate in Arizona as limited liability companies.

7 10. Distributions have not been paid to most investors since around October 2001.

8 *“Factoring and Accounts Receivable Management Program”*

9 11. Beginning around June 1998, HOLLAND and SFFG solicited passive investments in
10 another program involving factored receivables allegedly purchased and managed by MARTIN &
11 GRIFFIN, LLC (“M&G”), also referred to as the “Factoring and Accounts Receivable
12 Management Program.”

13 12. M&G is an Arizona limited liability company organized on August 4, 1998, and was
14 doing business in Arizona at all pertinent times. Its last known address is 4000 North Scottsdale
15 Road, Scottsdale, Arizona. It was formerly located at 7336 E. Shoeman Lane, Suite 111, Scottsdale,
16 Arizona 85251. At all pertinent times, GREGORY B. GILL (“GILL”) was the managing member
17 of M&G and a purported principal, owner, officer, director, or shareholder of Credit Investors,
18 LLCs.

19 13. GILL is an individual whose last known address is 4015 N. 78th St. #141,
20 Scottsdale, Arizona 85251. On July 20, 1988, a federal grand jury indicted GILL and another co-
21 founder of a company in Newport Beach, California called First Capital Corporation, alleging
22 various instances of mail and wire fraud. A jury convicted GILL on one count of conspiracy and
23 two counts of wire fraud relating to charges of preparing a phony financial statement and guaranty
24 used to defraud investors. GILL was sentenced to five years imprisonment, five years probation,
25 and an order to pay \$89,300 in restitution. GILL appealed the conviction, and the judgment was
26 affirmed by the United States Court of Appeals for the Seventh Circuit in Opinion No. 89-1372,

1 *United States of America v. Gregory B. Gill*, decided on August 3, 1990. HOLLAND asserts that,
2 despite efforts to verify GILL's background, HOLLAND was not aware of GILL's criminal history
3 until approximately December 2001.

4 14. From June 1998 through December 2001, approximately 59 investors invested
5 approximately \$6,245,560 in M&G's Factoring and Accounts Receivable Management program, of
6 which HOLLAND and SFFG solicited at least \$1,674,996 from 18 investors, mostly Arizona
7 investors.

8 15. Investor contracts for the "Factoring and Accounts Receivable Management"
9 program included an "Accounts Receivable Purchase Agreement" and a "Purchaser Representation
10 Agreement."

11 16. The Purchaser Representation Agreement represents that M&G is in the business of
12 acquiring the receivables from "Clients," and describes a sharing of interests in the receivables as
13 follows: M&G "agrees to sell and assign to Purchaser all of its rights, title, and interest in and to
14 each Receivable or pro rata portion thereof that Purchaser agrees to purchase. M&G shall not be
15 obligated to sell any specific Receivables to Purchaser and nothing provided herein shall be
16 construed to obligate M&G to provide any minimum or maximum amount of Receivables for sale to
17 Purchaser."

18 17. The Purchaser Representation Agreement represents that the profits to be obtained
19 by the investor are dependent on the efforts and expertise of third parties: "Since one of the most
20 critical aspects of the Factoring business is proper due diligence with respect to the Clients, the
21 Account Debtors, and monitoring of payments, the role of the servicers of these activities will be
22 important in determining whether Purchasers receive a return of, or any return on, their investment.
23 ... [T]hird parties will provide these services."

24 18. The Purchaser Representation Agreement provides that profits to investors
25 ("Purchasers") will be paid from fees paid to M&G and other third parties: "Clients will receive a
26 discounted purchase price for Receivables they sell directly or indirectly to M&G. Upon payment

1 of the Receivables by the Account Debtor, the Client will receive its remaining funds. Until such
2 repayment, these Clients will pay monthly fees to M&G and the servicers of the Receivables,
3 Purchasers will receive a portion of those fees. . . . This compensation may vary depending upon the
4 amount invested by Purchasers and the terms of their investment.”

5 19. Investors were given no disclosure documents relating to the financial condition of
6 SFFG or M&G, or their principals.

7 20. The contracts include statements that the investors are all “accredited,” as that term is
8 defined under securities laws, although many of the investors were not accredited investors.

9 21. SFFG represented in written promotional materials provided to investors that SFFG
10 required that its receivables, “in most cases, are insured to their full face amount by nationally
11 known insurance companies (ie. American Credit Indemnity, CNA);” that investors are protected
12 against potential losses; and that debtors are financially sound. Contrary to the representations
13 contained in the promotional materials, the Purchaser Representation Agreements state: “Certain of
14 the Receivables purchased from M&G are or will be insured to a limited extent by certain insurance
15 policies. However, not all of the Receivables will be covered by insurance, and thus no Purchaser
16 should acquire Receivables in reliance on insurance.”

17 22. Neither SFFG nor M&G purchased insurance from American Credit Indemnity or
18 CNA, and investors have received no evidence of any protection to cover their losses resulting from
19 these investments.

20 23. Investors were given no background or financial information concerning the debtors
21 who were allegedly obligated to pay the receivables.

22 24. M&G, and not the investors, was allegedly placing funds with a Phoenix-based
23 company called American Business Funding Group, Inc. (“ABF”). Investors’ funds were paid to
24 M&G. Although the records of ABF reflect some investment by M&G prior to February 2000,
25 there is no record on the books of ABF reflecting any investment by or on behalf of any of M&G’s
26 investors, and M&G made no investments in ABF after February 2000.

1 25. On February 24, 2000, ABF filed a petition in the United States Bankruptcy Court
2 for the District of Arizona, for protection under Chapter 11 of the United States Bankruptcy Code.

3 26. Sometime prior to December 1999, according to ABF's bankruptcy filings, ABF
4 allegedly discovered that its controlling principal, Angelo Tullo, had been engaging in fraudulent
5 activities including forging signatures to create phony receivables and companies; destroying
6 documents and altering bank statements, client statements, buyer accounts, and other records; and
7 misappropriating ABF investor funds "to support his lavish lifestyle and to further his ponzi
8 scheme." As a result of the alleged fraudulent activities of former management, ABF estimated that
9 investors lost about \$8 million.

10 27. Individual private investors solicited by HOLLAND, whose funds were used to
11 invest in ABF, were not identified as creditors in the ABF bankruptcy, however, M&G was
12 identified as a creditor in the bankruptcy.

13 28. After February 2000, ABF was reorganized under new management and continued
14 operations as New Horizon Capital, Inc. ("New Horizon"). New Horizon solicited no new private
15 investors.

16 29. M&G invested no new funds in New Horizon and purchased no receivable paper
17 from New Horizon or ABF since February 2000.

18 30. Distributions have not been paid to most investors since around October 2001.

19 31. In connection with the offer or sale of the above-referenced securities, within or from
20 Arizona, HOLLAND and SFFG directly or indirectly engaged in conduct which violated A.R.S. §
21 44-1991, including, but not limited to, the following:

- 22 a) Omitting to disclose the risks of the investment;
- 23 b) Omitting to provide disclosure statements, prospectuses or financial
24 statements including but not limited to past operations, balance sheets, statements
25 of income, retained earnings, cash flows and uses of proceeds that would reflect
26 the financial position of these entities;

1 c) Omitting to disclose financial and background information about third
2 parties that are supposed to provide management services and technical expertise
3 necessary to produce profits for the investors;

4 d) Omitting to disclose GILL's prior felony conviction for fraud involving
5 misrepresentations in soliciting an investment and misuse of investor funds.

6 **II.**

7 **CONCLUSIONS OF LAW**

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

10 2. HOLLAND and SFFG offered or sold securities within or from Arizona, within the
11 meaning of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

12 3. HOLLAND and SFFG violated A.R.S. § 44-1841 by offering or selling securities that
13 were neither registered nor exempt from registration.

14 4. HOLLAND and SFFG violated A.R.S. § 44-1842 by offering or selling securities while
15 neither registered as a dealer or salesman nor exempt from registration.

16 5. HOLLAND and SFFG violated A.R.S. § 44-1991.

17 6. HOLLAND'S and SFFG'S conduct is grounds for a cease and desist order pursuant to
18 A.R.S. § 44-2032.

19 7. HOLLAND'S and SFFG'S conduct is grounds for an order of restitution pursuant to
20 A.R.S. § 44-2032.

21 8. HOLLAND'S and SFFG'S conduct is grounds for administrative penalties under
22 A.R.S. § 44-2036.

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III.**ORDER**

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

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

IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that HOLLAND and the marital community of HOLLAND and his SPOUSE Lisa Marie Holland, and SFFG, jointly and severally, shall pay restitution to investors shown on the records of the Commission, pursuant to A.A.C. R14-4-308(C), in the amount of \$3,366,570, together with interest at the rate of 10% per annum from the date of the purchase payment to the date of repayment, less the amount of any principal, interest, or other distributions received on the security for the period from the date of purchase payment to the date of repayment, and subject to any legal set-offs for payments or collections from any other Respondents, verified by the Director of Securities. Payment shall be made by cashier's check or money order payable to the "State of Arizona" to be placed in an interest-bearing account maintained and controlled by the Arizona Attorney General. The Arizona Attorney General shall disburse the funds on a pro rata basis to investors. Any funds that the Attorney General is unable to disburse shall revert to the state of Arizona.

IT IS FURTHER ORDERED that all any distributions, profits, revenue, and proceeds from the purchase or sale of factoring paper from ABF, now known as New Horizon Capital, Inc., and any distributions or returns from the use of investors' funds currently held by, or due in the future from New Horizon Capital, Inc. as a result of investments in ABF, shall be paid in the form of a cashier's check or money order payable to the "State of Arizona" to be placed in an interest-bearing account maintained and controlled by the Arizona Attorney General. The Arizona Attorney General shall

1 disburse the funds on a pro rata basis to investors shown on the records of the Division who
2 invested in M&G's factoring program prior to ABF's bankruptcy.

3 IT IS FURTHER ORDERED that all other distributions, profits, revenue, and proceeds from
4 the purchase or sale of factoring paper and/or consumer debt paper, and/or any other investment
5 resulting from the use of funds solicited by HOLLAND and SFFG through the programs described in
6 this Order shall be paid in the form of a cashier's check or money order payable to the "State of
7 Arizona" to be placed in an interest-bearing account maintained and controlled by the Arizona
8 Attorney General to be disbursed on a pro rata basis to investors as shown on the records of the
9 Division.

10 IT IS FURTHER ORDERED that HOLLAND and SFFG shall notify the Commission of
11 any funds received by HOLLAND and/or SFFG or any of his agents, employees, successors and
12 assigns, as a result of the use of investors' funds invested in or through M&G, SFFG, and/or Credit
13 Investors, LLCs.

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1 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that HOLLAND and the
2 marital community of HOLLAND and his SPOUSE, Lisa Marie Holland, and SFFG, jointly and
3 severally, shall pay administrative penalties in the amount of \$25,000. Payment shall be made in
4 full by cashier's check or money order on the date of this Order, payable to the "State of Arizona."
5 Any amount outstanding shall accrue interest at the rate of 10% per annum from the date of this
6 Order until paid in full.


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

7 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

8 
9 CHAIRMAN  COMMISSIONER  COMMISSIONER

10 
11 COMMISSIONER  COMMISSIONER
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13 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,
14 Executive Secretary of the Arizona Corporation
15 Commission, have hereunto set my hand and caused the
16 official seal of the Commission to be affixed at the
17 Capitol, in the City of Phoenix, this 28th day of
January, 2003.

18 
19 BRIAN C. McNEIL
20 Executive Secretary

21 _____
22 DISSENT

23 _____
24 DISSENT

25 This document is available in alternative formats by contacting Shelly M. Hood, Executive Assistant to the
26 Executive Secretary, voice phone number 602-542-3931, E-mail shood@cc.state.az.us.

(PTJ)

CONSENT TO ENTRY OF ORDER

1
2 1. RESPONDENT HAYDEN KEITH HOLLAND, a married man, individually and
3 together with his SPOUSE, LISA MARIE HOLLAND, and SCOTTSDALE FINANCIAL
4 FUNDING GROUP, LLC (collectively "HOLLAND RESPONDENTS"), admit the jurisdiction of
5 the Commission over the subject matter of this proceeding. HOLLAND RESPONDENTS
6 acknowledge that they have been fully advised of their right to a hearing to present evidence and
7 call witnesses and HOLLAND RESPONDENTS knowingly and voluntarily waive any and all
8 rights to a hearing before the Commission and all other rights otherwise available under Article 11
9 of the Securities Act and Title 14 of the Arizona Administrative Code. HOLLAND
10 RESPONDENTS acknowledge that this Order to Cease and Desist, Order of Restitution, Order for
11 Administrative Penalties and Consent to Same ("Order") constitutes a valid final order of the
12 Commission.

13 2. HOLLAND RESPONDENTS knowingly and voluntarily waive any right under Article
14 12 of the Securities Act to judicial review by any court by way of suit, appeal, or extraordinary
15 relief resulting from the entry of this Order.

16 3. HOLLAND RESPONDENTS acknowledge and agree that this Order is entered into
17 freely and voluntarily and that no promise was made or coercion used to induce such entry.

18 4. HOLLAND RESPONDENTS acknowledge that they have been represented by counsel
19 in this matter, they have reviewed this Order with their attorneys and understand all terms it
20 contains.

21 5. HOLLAND RESPONDENTS admit, only for purposes of this proceeding and any
22 other administrative proceeding before the Commission or any other administrative agency of the
23 state of Arizona, the Findings of Fact and Conclusions of Law contained in this Order. The
24 statements and admissions made herein are made for the purpose of resolving disputed claims and
25 it is the intention of the parties that any such statements or admissions shall not be admissible in
26 evidence or usable in any manner in any other civil case or criminal prosecution, except for

1 perjury, false swearing, tampering with physical evidence or any other offense committed in
2 connection with this Order.

3 6. By consenting to the entry of this Order, HOLLAND RESPONDENTS agree not to
4 take any action or to make, or permit to be made, any public statement denying, directly or
5 indirectly, any Finding of Fact or Conclusion of Law in this Order or creating the impression that
6 this Order is without factual basis. HOLLAND RESPONDENTS will undertake steps necessary
7 to assure that all of their agents and employees understand and comply with this agreement.
8 Nothing in this provision affects HOLLAND RESPONDENTS' testimonial obligations or rights to
9 take legal positions in litigation in which an administrative agency of the State of Arizona is not a
10 party.

11 7. While this Order settles this administrative matter between HOLLAND
12 RESPONDENTS and the Commission, HOLLAND RESPONDENTS understand that this Order
13 does not preclude the Commission from instituting other administrative proceedings based on
14 violations unrelated to the Credit Investors, LLC Non-Performing or Consumer Debt Program or the
15 M&G Factoring or Accounts Receivable Management Program that are not addressed by this Order.
16 If additional investors solicited by HOLLAND RESPONDENTS for these programs are identified
17 by the Division after this Order is entered, they will share in the pro rata distribution of the
18 restitution ordered against HOLLAND RESPONDENTS.

19 8. HOLLAND RESPONDENTS understand, subject to the terms of this Order, that this
20 Order does not preclude the Commission from referring this matter to any governmental agency
21 for administrative, civil, or criminal proceedings that may be related to the matters addressed by
22 this Order.

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

1 10. HOLLAND RESPONDENTS agree that they will not apply to the state of Arizona for
2 registration as a securities dealer or salesman or for licensure as an investment adviser or
3 investment adviser representative for ten years from the date of this Order and until full restitution
4 and penalties are paid under this Order.

5 11. HOLLAND RESPONDENTS agree that they will not exercise any control over any
6 entity that offers or sells securities or provides investment advisory services within or from
7 Arizona for ten years from the date of this Order and until full restitution and penalties are paid
8 under this Order, and unless registered to sell securities and/or licensed to provide investment
9 advisory services in Arizona.

10 12. HOLLAND RESPONDENTS agree that until restitution and penalties are paid in full,
11 HOLLAND RESPONDENTS will notify the Director of the Securities Division within 30 days of
12 any change in home address or any change in HOLLAND RESPONDENTS' ability to pay
13 amounts due under this Order.

14 13. HOLLAND RESPONDENTS understand that default shall render them liable to the
15 Commission for their costs of collection and interest at the maximum legal rate.

16 14. HOLLAND RESPONDENTS acknowledge that any restitution, rescission or penalties
17 imposed by this Order are obligations of the HOLLAND RESPONDENTS as well as the marital
18 community.

19 15. HOLLAND RESPONDENTS consent to the entry of this Order and agrees to be fully
20 bound by its terms and conditions.

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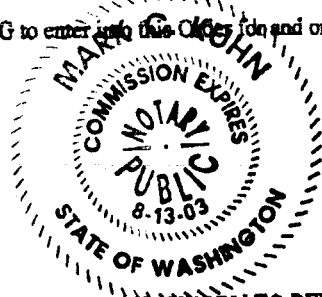
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1 16. HAYDEN KEITH HOLLAND represents that he is managing member of
2 SCOTTSDALE FINANCIAL FUNDING GROUP, LLC, and that he has been authorized by
3 SFFG to enter into this Order and on its behalf.

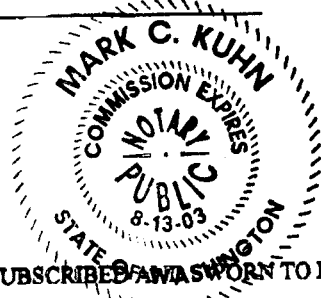


[Signature]
HAYDEN KEITH HOLLAND

8 SUBSCRIBED AND SWORN TO BEFORE me this 23 day of DECEMBER, 2002.

[Signature]
NOTARY PUBLIC

11 My Commission Expires:
12 8-13-03



[Signature]
LISA MARIE HOLLAND

18 SUBSCRIBED AND SWORN TO BEFORE me this 23 day of DECEMBER, 2002.

[Signature]
NOTARY PUBLIC

21 My Commission Expires:
22 8-13-03



SCOTTSDALE FINANCIAL FUNDING
GROUP, LLC

By Its Managing Member
HAYDEN KEITH HOLLAND

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SUBSCRIBED AND SWORN TO BEFORE me this 23 day of DECEMBER, 2002.

NOTARY PUBLIC

My Commission Expires:

8.13.03

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