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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

BOB STUMP, Chairman  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH

Arizona Corporation Commission

DOCKETED

JUN 20 2014

DOCKETED BY

NR

In the matter of:

MONIKA CATLIN, an unmarried woman,  
MONIKA CATLIN, as Trustee of MLC  
LIVING TRUST DATED 3-17-1999,  
DAMOPA INVESTMENTS, LLC, an  
Arizona limited liability company,  
MONIKA CATLIN, LLC, an Arizona  
limited liability company;

Respondents.

DOCKET NO. S-20903A-13-0473

DECISION NO. **74553**

**ORDER TO CEASE AND DESIST, ORDER  
FOR RESTITUTION, ORDER FOR  
ADMINISTRATIVE PENALTIES AND  
CONSENT TO SAME  
BY: RESPONDENTS MONIKA CATLIN,  
DAMOPA INVESTMENTS, LLC, AND  
MONIKA CATLIN, LLC**

Respondents Monika Catlin, individually and as Trustee of the MLC Living Trust Dated 3-17-99, Damopa Investments, LLC, and Monika Catlin, LLC (collectively "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"); neither admit nor deny 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. MONIKA CATLIN ("Catlin") has been at all relevant times a resident of the state of Arizona. Catlin has not been registered by the Commission as a securities salesman or dealer.

1           2.       MONIKA CATLIN has been at all relevant times the Trustee of the MLC LIVING  
2 TRUST DATED 3-17-99 ("MLC Trust"). MLC Trust has not been registered by the Commission  
3 as a securities salesman or dealer.

4           3.       DAMOPA INVESTMENTS, LLC ("Damopa"), has been at all relevant times a  
5 limited liability company organized under the laws of the state of Arizona in February 2002.  
6 Damopa has not been registered by the Commission as a securities salesman or dealer.

7           4.       MONIKA CATLIN, LLC ("MC, LLC"), has been at all relevant times a limited  
8 liability company organized under the laws of the state of Arizona in April 1999. MC, LLC has not  
9 been registered by the Commission as a securities salesman or dealer.

10          5.       At all relevant times, Catlin has been the manager of DAMOPA INVESTMENTS,  
11 LLC and MONIKA CATLIN, LLC, either directly or through her trust in which she is Trustee,  
12 MLC Trust.

13          6.       At all relevant times, Damopa and MC, LLC have been manager-managed limited  
14 liability companies.

15          7.       At all relevant times, Catlin has been a signatory of Damopa, and MC, LLC's bank  
16 accounts.

17          8.       For all notes and deeds of trust referenced herein, Catlin was a signatory for the  
18 issuer.

19          9.       Catlin is and has been a licensed real estate agent in Arizona since 1973.

20          10.       From approximately December 2006 through August 2009 Catlin individually, or as  
21 Trustee of the MLC Trust offered and sold notes in and from Arizona totaling at least \$452,270.15.

22          11.       From approximately June 2007 through February 2008, Damopa offered and sold  
23 notes in and from Arizona totaling at least \$370,000.

24          12.       In approximately October 2007, MC, LLC offered and sold notes in and from  
25 Arizona totaling at least \$45,000.

26

1           13.     At all times relevant, Catlin issued, offered and sold the investments discussed  
2 below in and from Arizona in her individual capacity, as Trustee of the MLC Trust and/or on behalf  
3 of Respondents.

4           14.     During the relevant time period, Catlin offered and sold the investments discussed  
5 below for purposes of purchasing real estate, offering investors notes purportedly secured by deeds  
6 of trust.

7           15.     All investors purchased the notes during the relevant time period with the  
8 expectation of a profitable investment.

9                                 Investor 1

10          16.     In December 2006, Catlin issued a note secured by a deed of trust to Investor 1 for  
11 \$125,000 ("Investor 1"). The note required Catlin to pay Investor 1 monthly interest only  
12 payments at 9% per annum for approximately two years, with the principal payment due at the end  
13 of the loan term.

14          17.     Catlin represented to Investor 1 that the investment would be secured by certain real  
15 property, that Investor 1's security interest would be in first lien position, and recorded a deed of  
16 trust in favor of Investor 1.

17          18.     At the time Catlin recorded the deed of trust in favor of Investor 1 in December  
18 2006, the property securitizing the investment was already encumbered, and Investor 1 did not have  
19 a first lien position.

20          19.     In July 2007, Catlin convinced Investor 1 to change the property securitizing  
21 Investor 1's investment, and release the deed of trust that had been recorded in December 2006  
22 despite not being repaid. Catlin represented to Investor 1 that Investor 1 would hold a first lien  
23 position in the new property.

24          20.     The release of the December 2006 deed of trust was recorded in August 2007.

25          21.     In July 2007, Catlin, as Trustee of MLC Trust issued another note secured by a deed  
26 of trust to Investor 1 for \$125,000, with the same terms as the December 2006 note.

1           22.     Although Catlin, as Trustee of MLC Trust, designated a second property to secure  
2 Investor 1's July 2007 note, and recorded a deed of trust, the deed of trust was not recorded until  
3 September 2007, and Investor 1 was unsecured for approximately 30 days.

4           23.     Additionally, at the time Catlin, as Trustee of MLC Trust recorded Investor 1's deed  
5 of trust on the new property, the property securitizing the July 2007 note investment was already  
6 encumbered, and Investor 1 did not have a first lien position.

7           24.     The investment by Investor 1 totaled approximately \$125,000. Investor 1 has been  
8 partially repaid and is now owed \$112,878.70.

9                                 Investor 2

10          25.     In approximately February 2008, Catlin offered and sold a note investment issued by  
11 Catlin individually to an investor for \$35,000 ("Investor 2").

12          26.     The note required Catlin to pay Investor 2 monthly interest only payments at 12%  
13 per annum, with interest payments due monthly, with the principal payment due at the end of the  
14 loan term, which was one year with an option to extend.

15          27.     Catlin represented to Investor 2 that the investment would be secured by certain real  
16 property, that Investor 2's security interest would be in first lien position, and recorded a deed of  
17 trust in favor of Investor 2.

18          28.     At the time Investor 2 invested and the deed of trust was recorded, the property  
19 securitizing the investment was already encumbered, and Investor 2 did not have a first lien  
20 position.

21          29.     Investor 2 has only been repaid \$1,200 of his investment.

22                                 Investor 3

23          30.     On or about July 2007, Damopa offered and sold a note investment to an investor for  
24 \$100,000 ("Investor 3").

25          31.     The July 2007 note investment to Investor 3 was executed by Catlin as manager of  
26 Damopa.

1           32.    The July 2007 note required Damopa to pay Investor 3 the full principal and interest  
2 in approximately a year and a half, and accrued interest at 10% per annum.

3           33.    Damopa, through Catlin, represented to Investor 3 that the July 2007 investment  
4 would be secured by certain real property, that Investor 3's security interest would be in first lien  
5 position.

6           34.    Although Damopa designated certain real property to secure Investor 3's July 2007  
7 note, issued a deed of trust on the same date, and ultimately recorded the deed of trust, the deed of  
8 trust was not recorded until January 2008, and Investor 3 was unsecured for nearly six months.

9           35.    During the time period after Investor 3's July 2007 note was executed the deed of  
10 trust was issued, Damopa allowed two intervening deeds of trust securitizing bank loans totaling at  
11 least approximately \$750,000.00 to encumber the property.

12           36.    At the time Damopa ultimately recorded Investor 3's deed of trust on the property,  
13 the property securitizing the investment was already encumbered, and Investor 3 did not have a first  
14 lien position.

15           37.    On or about October 2007, Catlin offered and sold a note investment issued by MC,  
16 LLC to Investor 3 for \$45,000.

17           38.    The October 2007 note investment to Investor 3 was executed by Catlin as manager  
18 of MC, LLC.

19           39.    The October 2007 note required MC, LLC to pay Investor 3 the full principal and  
20 interest in approximately one year, and accrued interest at 9% per annum.

21           40.    MC, LLC, through Catlin, represented to Investor 3 that the October 2007  
22 investment would be secured by certain real property, that Investor 3's security interest would be in  
23 first lien position, and recorded a deed of trust in favor of Investor 3.

24           41.    At the time Investor 3 invested in October 2007 and the deed of trust was recorded,  
25 the property securitizing the investment was already encumbered, and Investor 3 did not have a first  
26 lien position.

Investor 4

42. In February 2008, Damopa, though Catlin, offered and sold a note investment to an investor for \$200,000 ("Investor 4").

43. The February 2008 note investment to Investor 4 was executed by Catlin as manager of Damopa.

44. The February 2008 note required Damopa to pay Investor 4 monthly interest only payments at 8% per annum for approximately one year, with the principal payment due at the end of the loan term.

45. Damopa, through Catlin, represented to Investor 4 that the February 2008 investment would be secured by certain real property, that Investor 4's security interest would be in second lien position, behind only a \$275,000 deed of trust recorded against the property.

46. Although Damopa designated certain real property to secure Investor 4's February 2008 note, issued a deed of trust on the same date, and ultimately recorded the deed of trust, the deed of trust was not recorded until January 2009, and Investor 4 was unsecured for approximately 11 months.

47. During the time period after Investor 4's February 2008 note was executed and the deed of trust was issued, Damopa allowed another intervening deed of trust securitizing a bank loan totaling at least approximately \$785,000.00 to encumber the property.

48. At the time Damopa ultimately recorded Investor 4's deed of trust on the property in January 2009, the property securitizing the investment was already encumbered with more than one deed of trust, which substantially exceeded \$275,000 in total, and Investor 4 did not have a second lien position.

49. Investor 4 has only been repaid approximately \$54,158.97 on his investments.

Investor 5

50. In June 2007, Damopa offered and sold a note investment to an investor for \$70,000 ("Investor 5").

1           51.     The note required Damopa to pay Investor 5 monthly interest only payments at 10%  
2 per annum for approximately two years, with the principal payment due at the end of the loan term.

3           52.     Damopa, through Catlin, represented to Investor 5 that Investor 5's investment  
4 would be secured by certain real property, that Investor 5's security interest would be in first lien  
5 position.

6           53.     Although Damopa designated a property to secure Investor 5's June 2007 note, and  
7 ultimately recorded a deed of trust, the deed of trust was not recorded until August 2009, and  
8 Investor 1 was unsecured for approximately two years.

9           54.     At the time Investor 5 invested in June 2007 and the deed of trust was recorded in  
10 August 2009, the property securitizing the investment was already encumbered, and Investor 5 did  
11 not have a first lien position.

12           55.     Investor 5 has been repaid \$12,762.92.

13                                 Investor 6

14           56.     In February 2007, Catlin offered and sold a note investment to an investor for  
15 \$160,000 ("Investor 6").

16           57.     The February 2007 note required Catlin to pay Investor 6 monthly interest only  
17 payments at 17% per annum for approximately eight months, with the principal payment due at the  
18 end of the loan term.

19           58.     Catlin represented to Investor 6 that Investor 6's February 2007 investment would  
20 be secured by certain real property, that Investor 6's security interest would be in first lien position.

21           59.     Although Catlin designated a property to secure Investor 6's February 2007 note,  
22 issued a deed of trust in February 2007, and signed it in April 2007, the property was not titled to  
23 Catlin individually until July 2007.

24           60.     Catlin failed to record the deed of trust for Investor 6's February 2007 investment  
25 until July 2007, after Catlin executed another deed of trust with a bank that was recorded prior to  
26 Investor 6's deed of trust in July 2007.

62. The August 2009 note required Catlin, as Trustee of the MLC Trust to pay Investor 6 monthly interest only payments at 17% per annum for approximately twenty eight months, with 5 monthly installment payments of \$1,000, and remaining interest and principal payment due at the 4 end of the loan term.

63. Catlin represented to Investor 6 that Investor 6's August 2009 investment would be secured by certain real property, and Catlin, as Trustee of the MLC Trust executed and issued a deed of trust in August 2009.

10           64.     Catlin, as Trustee of the MLC Trust failed to record Investor 6's deed of trust for the  
11     August 2009 investment.

## CONCLUSIONS OF LAW

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

16           2.       Respondents offered or sold securities within or from Arizona, within the meaning  
17 of A.R.S. §§ 44-1801(15), 44-1801(21), and 44-1801(26).

18           3.       Respondents violated A.R.S. § 44-1841 by offering or selling securities that were  
19       neither registered nor exempt from registration.

20 4. Respondents violated A.R.S. § 44-1842 by offering or selling securities while  
21 neither registered as dealers or salesmen nor exempt from registration.

22           5.       Respondents violated A.R.S. § 44-1991 by (a) employing a device, scheme, or  
23   artifice to defraud, (b) making untrue statements or misleading omissions of material facts, or (c)  
24   engaging in transactions, practices, or courses of business that operate or would operate as a fraud  
25   or deceit. Respondents' conduct includes, but is not limited to, the following:



a. Representing to investors that the deeds of trust securitizing their notes would have certain priority, but failing to provide the investor with the priority that was represented;

b. For Investors 1, 3, 4, 5 and 6, representing that the investments would be secured by a deed of trust at the time the note was executed, but failing to timely record the deeds of trust, leaving the investors unsecured for a period of time, and for Investors 3 and 4, substantially encumbering the property prior to recording the investors' deeds of trust; and

c. For Investor 6, representing that the investments would be secured by a deed of trust at the time the note was executed, but failing to record the deed of trust at all, leaving the investor completely unsecured.

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

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

8. 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:

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

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

3 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondent Monika  
4 Catlin, individually and as Trustee of the MLC Living Trust Dated 3-17-99 is liable under Docket  
5 No. S-20903A-13-0473 to pay restitution to the Commission in the principal amount of  
6 \$438,948.85 as a result of the conduct set forth in the Findings of Fact and Conclusions of Law.  
7 Payment is due in full on the date of this Order. Payment shall be made to the "State of Arizona" to  
8 be placed in an interest-bearing account controlled by the Commission. Any principal amount  
9 outstanding shall accrue interest at a rate of 5% from the date of Order until paid in full.

10 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondents Damopa  
11 Investments, LLC and Monika Catlin are liable under Docket No. S-20903A-13-0473 to jointly and  
12 severally pay restitution to the Commission in the principal amount of \$303,078.11 as a result of  
13 the conduct set forth in the Findings of Fact and Conclusions of Law. Payment is due in full on the  
14 date of this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-  
15 bearing account controlled by the Commission. Any principal amount outstanding shall accrue  
16 interest at a rate of 5% from the date of Order until paid in full.

17 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2032, that Respondents Monika  
18 Catlin, LLC and Monika Catlin are liable under Docket No. S-20903A-13-0473 to jointly and  
19 severally pay restitution to the Commission in the principal amount of \$45,000.00 as a result of the  
20 conduct set forth in the Findings of Fact and Conclusions of Law. Payment is due in full on the  
21 date of this Order. Payment shall be made to the "State of Arizona" to be placed in an interest-  
22 bearing account controlled by the Commission. Any principal amount outstanding shall accrue  
23 interest at a rate of 5% from the date of Order until paid in full.

24 The Commission shall disburse the funds on a pro-rata basis to investors shown on the  
25 records of the Commission. Any restitution funds that the Commission cannot disburse because an  
26 investor refuses to accept such payment, or any restitution funds that cannot be disbursed to an

1 investor because the investor is deceased and the Commission cannot reasonably identify and  
2 locate the deceased investor's spouse or natural children surviving at the time of the distribution,  
3 shall be disbursed on a pro-rata basis to the remaining investors shown on the records of the  
4 Commission. Any funds that the Commission determines it is unable to or cannot feasibly disburse  
5 shall be transferred to the general fund of the state of Arizona.

6 IT IS FURTHER ORDERED, pursuant to A.R.S. § 44-2036, that Respondents Monika  
7 Catlin, individually and as Trustee of the MLC Living Trust Dated 3-17-99, Damopa Investments,  
8 LLC, and Monika Catlin, LLC, are liable under Docket No. S-20903A-13-0473 to jointly and  
9 severally pay an administrative penalty in the amount of \$50,000 as a result of the conduct set forth  
10 in the Findings of Fact and Conclusions of Law. Payment is due in full on the date of this Order.  
11 Payment shall be made to the "State of Arizona." Any amount outstanding shall accrue interest as  
12 allowed by law.

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

16 For purposes of this Order, any bankruptcy filing by any Respondent after the date  
17 Respondents sign this Consent shall be an act of default. If any Respondent does not comply with  
18 this Order, any outstanding balance may be deemed in default and shall be immediately due and  
19 payable.

20 IT IS FURTHER ORDERED that the restitution ordered hereunder shall be subject to legal  
21 set-off pursuant to A.A.C. R14-4-308(C).

22 IT IS FURTHER ORDERED, that if any Respondent fails to comply with this order, the  
23 Commission may bring further legal proceedings against that Respondent, including application to  
24 the superior court for an order of contempt.

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

BY ORDER OF THE ARIZONA CORPORATION COMMISSION

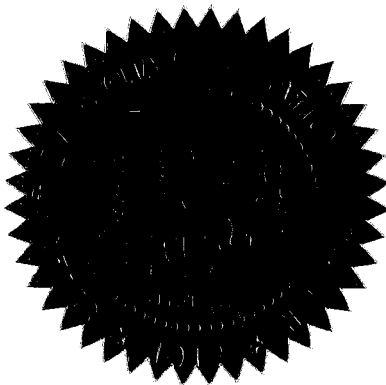
  
CHAIRMAN

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER



IN WITNESS WHEREOF, I, JODI JERICH, 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 20<sup>th</sup> day of June, 2014.

  
JODI JERICH  
EXECUTIVE DIRECTOR

DISSENT

DISSENT

This document is available in alternative formats by contacting Shaylin A. Bernal, ADA Coordinator, voice phone number 602-542-3931, e-mail [sabernal@azcc.gov](mailto:sabernal@azcc.gov).

(SLL)

**CONSENT TO ENTRY OF ORDER**

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

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

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

15           4.       Respondents acknowledge that Respondents have been represented by an attorney in  
16 this matter, Respondents have reviewed this Order with Respondents' attorney, Jeff Whitley, and  
17 understands all terms it contains. Respondents acknowledge that their attorney has apprised them  
18 of their rights regarding any conflicts of interest arising from dual representation. Respondents  
19 acknowledge that they have each given their informed consent to such representation.

20           5.       Respondents neither admit nor deny the Findings of Fact and Conclusions of Law  
21 contained in this Order. By consenting to the entry of this Order, Respondents agree not to take  
22 any action or to make, or permit to be made, any public statement denying, directly or indirectly,  
23 any Finding of Fact or Conclusion of Law in this Order or creating the impression that this Order is  
24 without factual basis. Respondents will undertake steps necessary to assure that all of  
25 Respondents' agents and employees understand and comply with this agreement. Respondents  
26 further agree that Respondents shall not deny or contest the Findings of Fact and Conclusions of

1 Law contained in this Order in any present or future: (a) bankruptcy proceeding, or (b) non-  
2 criminal proceeding in which the Commission or any other state agency is a party (collectively,  
3 "proceeding(s)"). Respondents further agree that in any such proceeding(s), the Findings of Fact  
4 and Conclusions of Law contained in this Order may be taken as true and correct and that this  
5 Order shall collaterally estop Respondents from re-litigating with the Commission or any other  
6 state agency, in any forum, the accuracy of the Findings of Fact and Conclusions of Law contained  
7 in this Order.

8 6. While this Order settles this administrative matter between Respondents and the  
9 Commission, Respondents understand that this Order does not preclude the Commission from  
10 instituting other administrative or civil proceedings based on violations that are not addressed by  
11 this Order.

12 7. Respondents understand that this Order does not preclude the Commission from  
13 referring this matter to any governmental agency for administrative, civil, or criminal proceedings  
14 that may be related to the matters addressed by this Order.

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

18 9. Respondents agree that Respondents will not apply to the state of Arizona for  
19 registration as securities dealers or salesmen or for licensure as investment advisers or investment  
20 adviser representatives until such time as all restitution and penalties under this Order are paid in  
21 full.

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

25 11. Respondents consent to the entry of this Order and agree to be fully bound by its  
26 terms and conditions.

1           12. Respondents acknowledge and understand that if Respondents fail to comply with  
2 the provisions of the order and this consent, the Commission may bring further legal proceedings  
3 against Respondents, including application to the superior court for an order of contempt.

4           13. Respondents understand that default shall render Respondents liable to the  
5 Commission for its costs of collection and interest at the maximum legal rate.

6           14. Respondents agree and understand that if Respondents fail to make any payment as  
7 required in the Order, any outstanding balance shall be in default and shall be immediately due and  
8 payable without notice or demand. Respondents agree and understand that acceptance of any  
9 partial or late payment by the Commission is not a waiver of default by the Commission.

10           15. Monika Catlin represents that she is manager of Damopa Investments, LLC and has  
11 been authorized by Damopa Investments, LLC to enter into this Order for and on behalf of it.

12           16. Monika Catlin represents that she is trustee of MLC LIVING TRUST DATED 3-17-  
13 99 and is authorized to enter into this Order for and on behalf of the MLC LIVING TRUST  
14 DATED 3-17-99.

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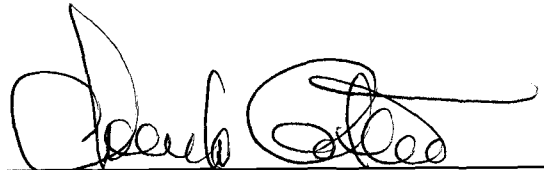
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17. Monika Catlin represents that MLC LIVING TRUST DATED 3-17-99 is manager of Monika Catlin, LLC and that Monika Catlin as the trustee of MLC LIVING TRUST DATED 3-17-99 has been authorized by Monika Catlin, LLC to enter into this Order for and on behalf of the MLC LIVING TRUST DATED 3-17-99.



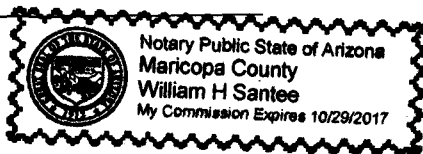
Monika Catlin, Individually and as trustee of  
MLC LIVING TRUST DATED 3-17-99

STATE OF ARIZONA       )  
                                      ) ss  
County of                       )

SUBSCRIBED AND SWORN TO BEFORE me this 27th day of MAY,

  
NOTARY PUBLIC

My commission expires:



Damopa Investments, LLC

By 

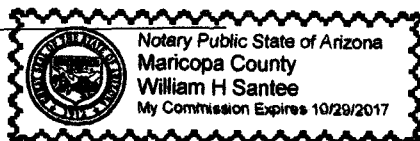
Its       Manager

STATE OF ARIZONA       )  
                                      ) ss  
County of                       )

SUBSCRIBED AND SWORN TO BEFORE me this 27th day of MAY,

  
NOTARY PUBLIC

My commission expires:





Monika Catlin, LLC

By MLC LIVING TRUST DATED 3-17-99, Manager, by Monika Catlin, trustee

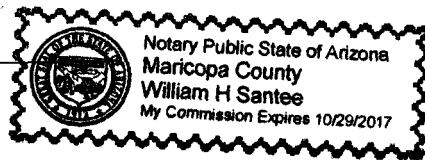
[Signature]

STATE OF ARIZONA       )  
                                      ) ss  
County of                    )

SUBSCRIBED AND SWORN TO BEFORE me this 27th day of MAY,

[Signature]  
NOTARY PUBLIC

My commission expires:



SERVICE LIST FOR:     Monika Catlin, et al.

Jeff Whitley  
17550 N. Perimeter Dr., Suite 130  
Scottsdale, AZ 85255  
*Attorney for Respondents*

