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Utah Department of Commerce  
Division of Securities

**BEFORE THE DIVISION OF SECURITIES  
OF THE DEPARTMENT OF COMMERCE  
OF THE STATE OF UTAH**

**IN THE MATTER OF:**

**ANSWER TO ORDER TO  
SHOW CAUSE**

**TYLER D. ARCHULETA and  
DANIELLE L. ARCHULETA,  
d.b.a. ARCHULETA TRUCKING, L.L.C.**

**Docket No. SD-12-0019  
Docket No. SD-12-0020**

**Respondents.**

Comes now, Danielle L. Archuleta (Respondent) and for her answer to the Order to Show Cause filed on or about March 22, 2012 in the above referenced matter states the following:

1. I deny the allegations in paragraph 1 that I violated provisions of the Utah Uniform Securities Act, Utah Code Ann. § 61-1-1, et. seq. (the Act) as I did not engage in the offer or sale of securities in the State of Utah. The transaction which is the subject of the Complaint was a loan and not a sale of an interest in a business or a securities transaction.

2. The allegations in paragraph number 2 do not apply to me and I therefore demand strict proof.

3. I admit that, during the time in question, I was a resident of the State of Utah and that I am not licensed in the securities industry in any capacity.

4. I deny the allegations in paragraph 4 that either I or my former husband, Tyler D. Archuleta, offered and sold an investment contract to an investor in or from the State of Utah.

5. I am not an attorney and cannot comment on whether investment contracts generally are securities under terms of the Act as alleged in paragraph 5.

6. I deny all allegations in paragraph 6 that I made any material misstatement or omissions in connection with the loan in question or any other loans made to Archuleta Trucking, L.L.C. Although I was a partial owner of Archuleta Trucking, L.L.C., I was not the manager and I had no authority to make statements or perform acts on behalf of the company, nor did I ever attempt to do so. My former husband, Tyler, performed all such actions as Manager.

7. I deny the allegations of paragraph 7 as I do not know the full amount that Mealadey Kim-Eap was unable to collect from her loan. I know that the company repaid \$95,000.00 to her and that she subsequently obtained a civil judgment against my former husband Tyler and me. We lost our home and she garnished our personal bank accounts and seized and sold our personal belongings. I do not know the full amount of the funds she received as a result of these actions, but I know that she recouped some of her losses by these actions, which amounts are not shown in this Complaint.

8. I admit to the allegations in paragraph 8.

9. I have no knowledge of the allegations in paragraph 9 as they do not pertain to me. I find it completely unbelievable, however, that my former husband would

assert that he owned 250 semi-trucks or that any rational person would believe that her next door neighbor, who lived in a simple home no different than hers, would have wealth sufficient to own and operate 250 semi-trucks. If we had 250 semi-trucks and employees working for us, where is the evidence and why would she not see the alleged employees or trucks on a regular basis?

10. I deny the allegations in paragraph 10. I was not present at any such meeting or conversation, and I certainly did not make any of the statements attributed to me and my former husband Tyler in paragraph 10. Although, as previously stated, I am unaware of conversations between Tyler and investors in the company because he did all such business as Manager of the company, I do know that no such conversation occurred in my home with my participation.

11. I likewise deny all of the allegations in paragraph 11. Again, no such conversation occurred in my home and I specifically did not make any such representations regarding the business, its operations, or what profit might be derived from the operation of trucks. I know nothing about such matters. I was a stay-at-home mother with three minor children (one of whom was a new baby), and I did not participate in the operations of the limited liability company except to act as bookkeeper.

12. I admit that Ms. Kim-Eap loaned money to the company and that I was asked to sign an agreement by her and by my former husband Tyler. Although I signed such an agreement, I did not understand or agree that it was or constituted a sale of any

portion of the company or any security interest to Ms. Kim-Eap, or that such a loan could be categorized as a securities transaction.

13. My husband wrote the terms of the agreement referred in paragraph 13. I am not a lawyer so I do not know the legal effect of what he wrote. I understood the transaction to be a loan.

14. I deny the allegations of paragraph 14. I never called Ms. Kim-Eap to attempt to collect monies or to talk about the operations and finances of the company. I did not talk to any potential investor or any financial institution about the business as all such matters were handled by my former husband Tyler.

15. I deny the allegations in paragraph 15, and I have no knowledge of any such conversation that Ms. Kim-Eap alleges she had with my former husband Tyler.

16. I do not recall at this time the dates and amounts of repayments made to Ms. Kim-Eap, with any certainty, although I kept the company's books at that time. I know that, from time to time, my former husband Tyler would ask me to make deposits or sign checks, and he became verbally and emotionally abusive if I failed to do so promptly. I did not keep the company's records of those transactions, however, when I moved from Utah and I therefore cannot comment with certainty on the accuracy of the allegations in this paragraph.

17. I do not know the accuracy of the total reimbursements alleged in paragraph 17, but assume it to be correct. I also know, that Ms. Kim-Eap received additional amounts from us in satisfaction of her personal lawsuit and judgment against

us in which we lost our home, had our personal bank accounts seized and wages garnished, and our personal property seized and sold to satisfy her judgment. I do not know the additional amounts she received as a result of these actions.

18. I deny that I made promises to Ms. Kim-Eap on behalf of the company as alleged in paragraph 18, although I do know that my former husband Tyler was doing everything he could to make the company successful and to repay its debts. I made no personal promises to Ms. Kim-Eap at any time.

19. I deny the allegations in paragraph 19 for the reasons previously stated.

20. I deny the allegations of paragraph 20 that we were offering a security interest, as the transaction was explained to me and to Ms. Kim-Eap as a loan.

21. I deny the allegations of paragraph 21. I made no statements at any time regarding the trucks owned by Archuleta Trucking L.L.C. and the alleged conversation (as recited in paragraph 9 above), allegedly took place between Tyler and Ms. Kim-Eap when I was not present. I continue to believe that any assertion that we owned 250 semi-trucks is laughable and completely incredible, not worthy of belief by any reasonable person.

22. I deny the allegations of paragraph 22. I did not make representations to Ms. Kim-Eap regarding the business as all such communications were made through my former husband Tyler. I never spoke to her about the business, nor was I present when Tyler spoke to her about the business. I do not believe Tyler's past credit history is relevant, but it certainly is not my past credit history.

Having fully answered each and every allegation and denying the applicability of those allegations to me, I request that this matter be dismissed as to me.

### **AFFIRMATIVE DEFENSES**

1. I believe that Ms. Kim-Eap, who seeks restitution by complaining to the Division of Securities, has in fact already received restitution by her private civil suit against me and against my former husband Tyler, in which she got a judgment against us and collected assets to satisfy that judgment. These figures are in addition to the amounts she acknowledges were repaid from Archuleta Trucking, L.L.C. Although I do not know the exact amount, I believe that she received substantial assets in collecting on that civil judgment and that she has received restitution.

2. I am a single mother and I am the sole support for 3 minor children. Tyler D. Archuleta is in prison and pays no child support. I just started a new job in New Mexico and I cannot come to a hearing in Utah as I do not have time off from work nor do I have the funds to make the trip. I would lose the job if I took off time to travel to Utah and personally appear before the Court. If my personal appearance is necessary, I respectfully request that I be allowed to appear by telephone.

3. I do not live in the State of Utah and have no intentions of returning there. I never have engaged in the sale of securities and would be happy to stipulate to any Order enjoining me from any business activity in the State of Utah, including the sale of securities.

4. Although I was a partial owner of Archuleta Trucking, L.L.C., I took no active management in the operation of the business. My former husband Tyler D. Archuleta was the manager of the limited liability company and I understood that he alone had legal authority to make decisions for the company to arrange financing, and to bind the company in any contractual obligations. When he asked me to sign documents, I did so, because if I did not he would become verbally and emotionally abusive. I had just given birth to my youngest child, and I had to protect myself and my children from such abuse and violent outbursts. Tyler D. Archuleta is currently in prison in the State of Utah for his violent conduct, and any actions I took in relation to this Complaint were made under duress and intimidation. I was, at all relevant times, a stay-at-home mom attempting to raise 3 minor children, and to protect them and me. I took no active participation in the management of the business.

5. Although I am not an attorney, I believe there are exceptions or exemptions in the securities laws which would apply in this situation. I do not know all of those exemptions and exceptions, but I would like to assert them. The transaction in question was explained to me as a loan. I did not undertake to explain the terms of the transaction to Ms. Kim-Eap, nor did I ever undertake to explain the business operations of Archuleta Trucking to her, nor did I ever demand payment from her in accordance with the terms of the loan agreement.

There may be other affirmative defenses which I simply do not know. I do not have funds to hire an attorney or to personally appear before the Court. I lost my home,

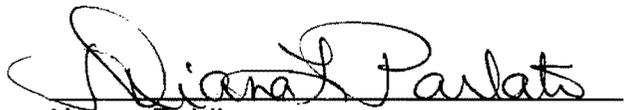
all of my property, and my marriage as a result of these transactions and the violent, unlawful actions of Tyler D. Archuleta. I do not live in Utah, nor do I ever intend to return there, and I am no threat to the State of Utah or its citizens. I respectfully ask that these charges be dismissed and that I be allowed to attempt to raise my 3 minor children in the State of New Mexico in peace.

  
DANIELLE L. ARCHULETA

STATE OF NEW MEXICO     )  
  ) SS:  
COUNTY OF BERNALILLO    )

The foregoing Answer was subscribed, sworn to, and was acknowledged before me this 27th day of April, 2012 by **DANIELLE L. ARCHULETA**.



  
Notary Public  
My Commission Expires: 4/6/15