

Complainant's information; Paul J. Gessing, President Rio Grande Foundation P.O. Box 40336 Albuquerque, N.M., 87196 www.riograndefoundation.org 505-264-6090 2.

Respondent's information:

Respondent 1: State Representative DISTRICT 15 Bernalillo DAYAN "DAY" MERCEDES HOCHMAN-VIGIL DEM 908 LOS PRADOS DE GUADALUPE DR NW LOS RANCHOS DE ALBUQUERQUE NM 87107-6655 info@anewdayform.com

Pending and parallel complaints; PENDING; SEC-NM

Laws alleged to be violated; Governmental Conduct Act [Chapter 10, Article 16 NMSA 1978]: Section 10-16-3(C) Section 10-16-2(E), (F)

Description of the respondent's conduct; fails to disclose siblings, by consanguinity (blood relationship) or affinity (through marriage) employed by state agency; and, fails to disclose employment with business that has contract with state agency, employer of that sibling.

NO. It's not a substantially similar complaint.

NO.

Governmental conduct act and Procurement Act and Unsure

Yes.

We will answer that when we know how many pages there are.

Complaint Description:

2. Respondent's information:

State Representative DISTRICT 15—Bernalillo
DAYAN "DAY" MERCEDES HOCHMAN-VIGIL
DEM
908 LOS PRADOS DE GUADALUPE DR NW
LOS RANCHOS DE ALBUQUERQUE NM 87107-6655
info@anewdayform.com

E. Todd Hochman - Solutions Architect and Group Leader - New Mexico State Environment | LinkedIn. URL:
<https://www.linkedin.com/in/e-todd-hochman-76a55524>

Facts that substantiate the alleged violations including the date, place, and time of the Respondent's conduct;

EXHIBIT A CITE Herman J. Hochman, Jewish Herald-Voice (Houston, Tex.), Vol. 102, No. 48, Ed. 1 Thursday ... Internet access March 28, 2022,
URL: <https://texashistory.unt.edu/ark:/67531/metapth544165/m1/27/>

EXHIBIT B Esther (Annette) Lesky Hochman, 91, beloved wife of Herman Hochman, died peacefully at home, Friday, Jan. 2, 2009, surrounded by loving family. She leaves behind sons, Dr. Joel S. Hochman and Herbert Hochman, both of Houston; grandchildren, Todd Hochman and wife, Valerie, of Santa Fe, N.M., and Dayan Hochman, of Albuquerque, N.M.; CITE Jewish Herald-Voice, Internet access March 29, 2022, URL:
<https://jhvonline.com/esther-annette-lesky-hochman-p5994.htm>

EXHIBIT C Keeping true to his idiom, DR. JOEL FREDERICK SIMON HOCHMAN made an enviably tranquil and fearless transition from this life to the next on September 17, 2010. He is survived by his children, Todd and Day; CITE Dr. Joel Frederick Simon Hochman. Houston Jewish Funerals, 5455 Dashwood St., Bellaire, TX. Internet access March 2, 2022, URL: <https://www.legacy.com/us/obituaries/houstonchronicle/name/joel-hochman-obituary?id=11619957>

EXHIBIT D The 30-year-old psychiatrist said on Tuesday he felt Manson's influence on 4 the girls . . . Dr. Hochman testified Tuesday that the killings would not have been committed without the use of LSD. Dr. Hochman, a research fellow at UCLA and a drug abuse consultant for the county . . . CITE Expert Changes Mind On Manson Role, by Mary Neiswender March 10, 1971. Internet access March 29, 2022,
URL: <https://www.cielodrive.com/archive/expert-changes-mind-on-manson-role/>

HERMAN J. HOCHMAN

Herman J. Hochman, 90, beloved brother, uncle, father, grandfather, mentor and friend died Thursday, Jan. 20, 2011. Upon his death, the world lost not only a man of service, courage and valor, but surely one of G-d's best and funniest characters.



Herman rose from humble beginnings and limited education to found one of the earliest brokerage houses in the United States specializing in bank stocks. In the span of his career, he brokered the sale of more than 25 banks for the titans of business, and even an astronaut. Because of his experience and expertise in his field, he was called to Washington on several occasions to testify before Congress on matters of stock regulations for the banking industry. Herman was on a first-name basis with many of the giants in the fields of banking, business, medicine and politics, but you'd never know it.

As a basically quiet, unassuming younger man, Herman was a B-24 tail gunner in the Army Air Force during World War II. After being shot down and taken prisoner three times, he successfully planned and executed escape missions after each capture. During his final escape, he hid out in the mountains of Italy for more than three months, eating when and what he could. Over the course of his three escapes, Herman saved the lives of 12 soldiers he managed to take with him – a group from all over the United States that would keep in touch the rest of their lives. They would get together occasionally and speak on the phone frequently. With Herman gone, there is only one left.

For his heroic deeds, Herman received the coveted Silver Star, as described in the following excerpt from a 1993 U.S. Air Force article written about him:

For his conspicuous gallantry, courage, and daring during an extraordinary 16 months behind enemy lines, SSgt. Hochman was awarded the Silver Star, presented by Maj. Gen. Nathan F. Twining, commander of Fifteenth Air Force [airforce-magazine.com/MagazineArchive/Pages/1993/November%201993/1193valor.aspx.]

Herman Hochman loved people. If ever there was a man born to make others laugh, it would be Herman. He had just the right twinkle in his eye, and nothing short of flawless comedic timing. He had his favorite targets, too, whom he chided unmercifully. They loved being chided, and he loved being chided back.

Herman was the third of five children born to Eva and George Hochman of Rosenberg, Texas, and even his birthplace became fodder for his playfulness! He would tell people that Rosenberg had some of the finest gourmet restaurants in the world. Then he would cite Joe's Hamburger Shack as one of them.

This remarkable man leaves behind his treasured siblings: brother and sister-in-law, Alex and Muriel Hochman of Houston, and sister Seline (Dolly) Keeper and husband, David, of Austin; his grandson, Todd, and wife, Valerie, Santa Fe, N.M., as well as several generations of devoted nieces and nephews. He also leaves his adoring and adored caregiver, Nellie Gonzalez; his dog, Tina; and three special nephews, who looked after him with unquantifiable love and devotion: Harris Miller and Dr. Stuart Cohan, both of Houston, and Dr. Gerald Reed, of Chicago. They, along with Herman's brother, Alex, were with him steadfastly throughout his final days, and he was profoundly grateful for their loving care.

Also surviving Herman are granddaughter, Dayan Hochman, and Herbert Simon Hochman.

Graveside services will be held Tuesday, Feb. 1, 2011, at 3 p.m., Emanu El Memorial Park, 8341 Bissonnet, Rabbi Roy A. Walter officiating.

The family requests with gratitude that in lieu of flowers, donations be made in Herman's memory to Shriners's Hospital: 6977 Main, Houston, TX 77030, Attn: Becky shrinerhospitals.org; or Lucky Dog Rescue, P.O. Box 56512, Houston, TX 77256; or Furry Pals Rescue furrypalsrescue.org.

If you would like to sign the online guest book and perhaps share your thoughts and/or memories of Herman, please go to houstonjewishfunerals.com.

– Houston Jewish Funerals

Welcome to this edition of Century of Lies . . . Dr. Joel Hochman: Well, I can see both sides of the issue, which is what a scientist is trained to do. On the judges side, the judge has to enforce the law. He has to respect the law. He cannot disregard the law. He has to do the best job he can within the confines of the law because that's what a judge's job is. His job is not to change the law or make law. That's a legislative task.

CITE

06/14/09 - Joel Hochman, Century of Lies, June 14, 2009. Internet access March 28, 2022, URL: https://www.bakerinstitute.org/media/files/page/a09ea698/COL_061409.txt



EXHIBIT F

July 15, 2021: Dayan Hochman-Vigil, General Counsel

Day is an aviation & space law attorney, specializing in transportation law issues, including aviation and space regulatory law and litigation. She holds a Juris Doctorate degree from the University of New Mexico and a Master In Laws degree from the McGill University Institute of Air and Space Law. She has been licensed to practice law in Washington D.C. and New Mexico for eight years and has experience in all levels of government, from local municipalities to the United Nations. She also serves as a legislator in the New Mexico House of Representatives.

Screenshot 2022-01-05

CITE

July 15, 2021, Dayan Hochman-Vigil, General Counsel. Sceye. Internet access 01/05/21, URL: <https://www.sceye.com/sceye-bios/dayan-hochman-vigil/>

EXHIBIT G

Original Title: NMED / EPA air quality study MOU

Description: The New Mexico Environment Department will work with Sceye Inc and the U.S. EPA on a 5-year study to monitor air quality in rural areas and determine how much pollution comes from Texas and Mexico. Sceye's blimp-like airships will monitor air pollution from 65,000 feet.

GOALS

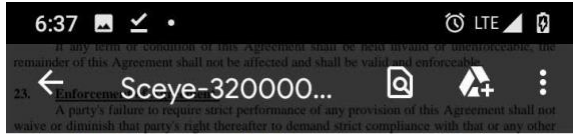
Both parties plan to collaborate on a five-year research effort anticipated to take place over 2021-2025 aimed at demonstrating the potential utility of placing air monitoring equipment on airships . . . Sceye airships are operational with the possibility of an air quality related payload to be deployed approximately nine (9) months after the signature of an agreement.

New Mexico Economic Development Department

SIGNED ALICIA J. KEYES Cabinet Secretary
7/26/21

CITE

NMED / EPA Air Quality Study MOU | PDF | Internet access 12/31/21, URL:
<https://www.scribd.com/document/519942126/NMED-EPA-air-quality-study-MOU>



24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Economic Development Department
Mark Roper
1100 S. St. Francis Dr.
Santa Fe, NM 87505
(505) 562-0327
Mark.roper@state.nm.us

To the Contractor: Sceye Inc.
50 George Applebay Way
Bldg. 200
Moriarty, NM 87035
dd@sceye.com

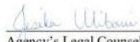
25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

By:  _____ Date: 4/13/2021
Agency

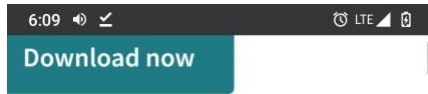
Contract ID# _____

By:  _____ Date: 4/9/2021
Agency's Legal Counsel – Certifying legal sufficiency

By:  _____ Date: 04/06/2021
Agency's Chief Financial Officer

By:  _____ Date: 31st March 2021
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. ENVIRONMENTAL PROTECTION AGENCY
AND THE
NEW MEXICO ENVIRONMENT DEPARTMENT
AND THE
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT**

I. PURPOSE/OBJECTIVES/GOALS

PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to facilitate collaborative environmental research between the Office of Research and Development (ORD), the Office of Air and Radiation (OAR), and the Dallas Regional Office (Region 6) in the United States Environmental Protection Agency's (EPA), and the New Mexico Environment Department (NMED) and New Mexico Economic Development Department (NMEDD). In general, the parties intend to focus on air and energy related environmental research of mutual interest and benefit to both EPA and NMED.

OBJECTIVES

EPA, NMED and NMEDD have a shared objective in protecting human health and the environment and are engaging in complementary air monitoring and modeling activities in aid of that common mission. The primary objectives of this MOU are to collaborate on: (1) the implementation and evaluation of remote sensing/monitoring methods deployed on high altitude air ships; (2) the use of data generated by these methods to assess air emissions sources and transport within the state of New Mexico and between New Mexico and areas surrounding the state, as well as transport across those areas; and, (3) the possible use of high altitude data to inform and evaluate air quality modeling tools.

GOALS

Both parties plan to collaborate on a five-year research effort anticipated to take place over 2021-2025 aimed at demonstrating the potential utility of placing air monitoring equipment on airships which will be deployed at high altitudes for sustained periods of time to inform national and international air quality management activities impacting the southwest region of the United States.

II. BACKGROUND

The state of New Mexico through the NMEDD is working in collaboration with Sceye to deploy high altitude airships to deliver wireless broadband to its residents. These airships also provide an opportunity to host monitoring equipment and sensor technology that could be used to better understand emissions and transport of air pollution within the State and between the State and surrounding areas, as well as

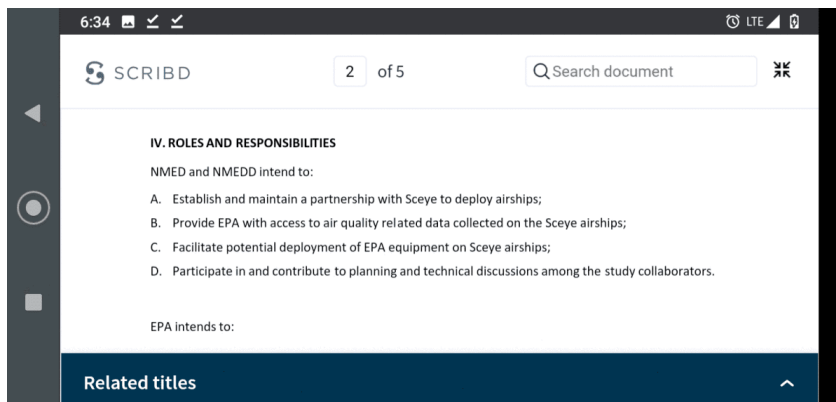
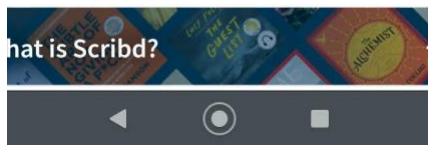


EXHIBIT H

PROFESSIONAL SERVICES CONTRACT # 21 419 P512 00023

1. Scope of Work.

The Contractor shall perform the following work:

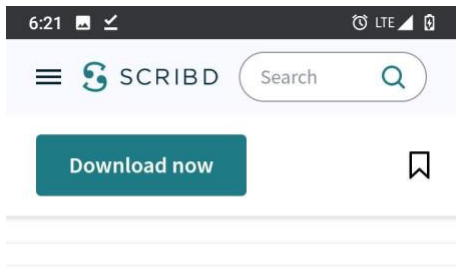
The New Mexico Economic Development Department (NMEDD) will procure the services to be delivered within one year of the awarded contract. The services required will need to include

data collection, modeling, testing, technical analysis of broadband from the stratosphere. The awarded contractor will be responsible for providing all necessary equipment, providing necessary installations and repairs, attaining all certifications, licenses, and insurance in order to deliver required deliverables.

The awarded contractor will also provide technical and customer support to the proper State of New Mexico entity including, but not limited to, New Mexico Department Information Technology (DoIT), The New Mexico Environment Department (NMED), The NMEDD and the NMDOT.

DELIVERABLES

- Contractor will include a final report outlining how each possible use could be deployed, the cost of the deployment of the system for a specific use and for statewide use. The final report shall include short-term one-time costs and long-term recurring costs that each system will have. It shall also offer other alternatives and their benefits, costs and weaknesses.
- In addition, the Contractor will provide a full design of each proposed system to include software, hardware and any specific engineering or design needs of each system.
- Contractor will include a detailed list of all licenses that will be required and the timeline for obtaining such licenses.
- Contractor will include data collection from the stratosphere and from the ground to be evaluated in order to determine the feasibility and viability of providing broadband to 100% of New Mexico. This data should prove the range and operating capacity of the model, the speed and measurement of the service provided, the latency of the technology, whether the system and infrastructure are network ready and that the stratospheric system can successfully connect to user equipment on the ground.



The parties agree that any patented invention created by NMED or NMEMD pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship unless an alternative agreement indicates otherwise.

VIII. POINTS OF CONTACT

The following individuals are designated points of contact for the MOU:

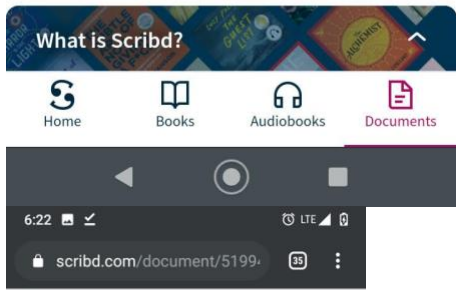
U.S. Environmental Protection Agency:
 Tim Walkins
 Director
 Center for Environmental Measurement and Modeling
 USEPA Office of Research and Development (Mail Code: D305-01)
 Research Triangle Park, NC 27711
 Email: tim.walkins@epa.gov
 Tel: 919-541-5114

New Mexico Environment Department:
 James C. Kerney
 Cabinet Secretary
 New Mexico Environment Department
 P.O. Box 5469
 Santa Fe, NM 87502
 Email: James.Kerney@state.nm.us
 Tel: 505-827-2855

New Mexico Economic Development Department
 Alicia J. Keyes
 Cabinet Secretary
 New Mexico Economic Development Department
 Joseph M. Montoya Building
 1100 S. St. Francis Dr.
 Santa Fe, NM 87505
 Email: Alicia.Keyes@state.nm.us
 Tel: 505-827-0305

IX. MODIFICATION/DURATION/TERMINATION

This MOU will be effective when signed by all parties. This MOU may be amended at any time by the mutual written consent of the parties. The parties will review this MOU every 5 years to determine whether it should be revised, renewed, or canceled. This MOU may be terminated by either party at any time by one party notifying the other party in writing 90 days in advance of the termination date.



X. APPROVAL

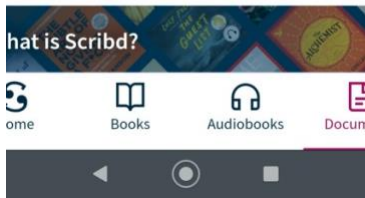
<p>New Mexico Environment Department</p> <p><i>James C. Kerney</i> <small>Digitally signed by James C. Kerney Date: 2021.07.26 17:53:00 -0500</small></p> <p>James C. Kerney, Cabinet Secretary</p> <p>_____</p> <p>(Date)</p>	<p>U.S. Environmental Protection Agency</p> <p>WAYNE CASCIO <small>Digitally signed by WAYNE CASCIO Date: 2021.08.03 23:14:01 -0500</small></p> <p>Wayne E. Cascio, MD, Acting Principal Deputy Assistant Administrator for Science US EPA Office of Research and Development</p> <p>_____</p> <p>(Date)</p>
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New Mexico Economic Development Department

Alicia Keyes
 Alicia J. Keyes, Cabinet Secretary

7/26/2021

(Date)





STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # 21-419-912-0023

THIS AGREEMENT is made and entered into by and between the State of New Mexico, ECONOMIC DEVELOPMENT DEPARTMENT, hereinafter referred to as the "Agency," and SCEYE INC., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contract Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

I. **Scope of Work.**
The Contractor shall perform the following work:
The New Mexico Economic Development Department (NMEDO) will procure the services to be delivered within one year of the awarded contract. The services required will need to include data collection, modeling, testing, technical analysis of broadband from the stratosphere. The awarded contractor will be responsible for providing all necessary equipment, providing necessary installations and repairs, attaining all certifications, licenses, and insurance in order to deliver required deliverables.
The awarded contractor will also provide technical and customer support to the proper State of New Mexico entity including, but not limited to, New Mexico Department Information Technology (DMIT), The New Mexico Environment Department (NMED), The NMEDO and the NMDOT.
The resulting contract will be a single award. If there is any type of failure to secure any deliverable, the company has the right to remedy at their own expense within 90 months.
This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by the State of New Mexico exclusively, unless express written consent is granted to another party by the New Mexico Economic Department.

A. DETAILED SCOPE OF WORK

- Contractor must include verification that the necessary equipment for collection of data as it relates to Electromagnetic Interference (EMI) assessment, Thermal modeling and Environmental testing has been acquired and will be sufficient to provide the service of data collection from a minimum of 60,000 feet.
- Contractor will include contractor's timeline and plan for reporting data as it is being collected during the course of the project to the appropriate Agency(s). Reporting must be conducted at the very least monthly. If the contractor feels it is vital to the success of the project, they may conduct more reporting throughout the month as needed and as approved.



EXHIBIT I

Rep. Day Hochman-Vigil @DayHochmanVigil · Feb 28
I was so proud to co-sponsor this important bill, signed into law today.
#anewday4NM #nmpol #nmleg

NM Dept. of Health. @NMDOH · Feb 28
@GovMLG signed HB52 increasing the ability of DOH to intervene w data-driven approaches to harm reduction, distribute drug testing devices & enhanced naloxone access. Sponsored by @Sen_Lopez4NM @Christine4nm @tara4nm @DayHochmanVigil @KatyDuhiggforNM #nmleg

URL: <https://mobile.twitter.com/dayhochmanvigil>

REFERENCE

So this is my guidance for would-be overdose victims: If you were considering using a drug to change your mood; to get high; because your friends are doing it; in combination with other mind altering substances, particularly alcohol; to cope with stress; to escape; in a party situation; alone, with potential help unavailable; for the first time and you are unfamiliar with this drug, or at a dose higher than you are use to or you don't know how strong it is; when you have health issues, that might affect your breathing or your ability to metabolize the drug; and for opiates, you don't know about Naloxone and it's not available anyway; than the possibility that you may kill yourself is very high.

CITE

06/14/09 - Joel Hochman, Century of Lies, June 14, 2009. Internet access March 28, 2022, URL: https://www.bakerinstitute.org/media/files/page/a09ea698/COL_061409.txt

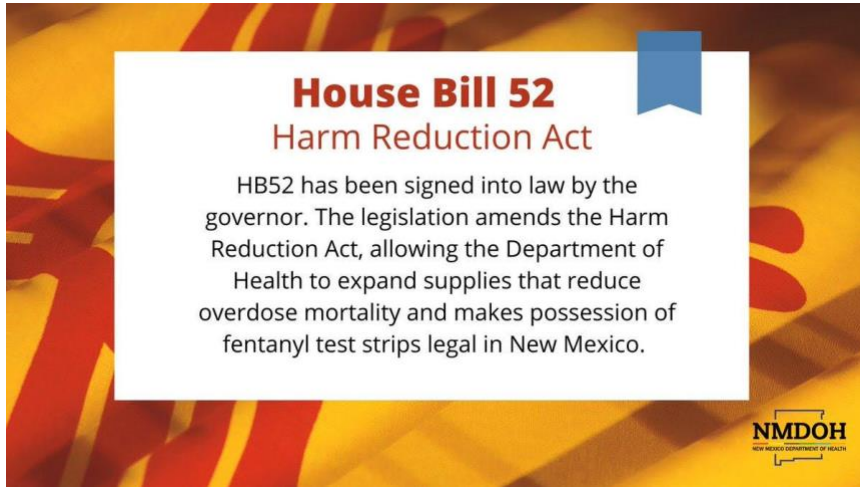


EXHIBIT J

Entity Details

Business ID#: 1797703 Status: Revoked Final
 Entity Name: PSYCHIATRIC MEDICINE, INCORPORATED Standing:
 Not in Good Standing

Entity Type and State of Domicile

Entity Type: Domestic Profit Corporation State of Incorporation: New Mexico
 Benefit Corporation: No Statute Law Code: 53-11-1 to 53-18-12

Formation Dates

Date of Incorporation in NM: 05/24/1996

Registered Agent Information

Name: JOEL S. HOCHMAN, M.D.
 Geographical Location Address:
 Physical Address: 153 WEST ZIA ROAD, SANTA FE, NM 87505 Mailing Address:
 NONE
 Date of Appointment: 05/24/1996

Director Information

Title	Name	Address
Director	E. TODD HOCHMAN	NONE
Director	J.S. M.D. HOCHMAN	NONE

Officer Information

Title	Name	Address
President	HOCHMAN J.S.	NONE

05/24/1996 Certificate Of Incorporation PSYCHIATRIC
MEDICINE, INCORPORATED PERPETUAL 05/24/1996 547787
05/24/1996 Other/Initial Stock 10,000 SHARES OF
COMMON STOCK WITH NO PAR VALUE. 05/24/1996 547788
07/10/2002 Certificate Of Revocation NON FILER
07/10/2002 547789

CITE

Search Information, Corporations and Business Services. NM Secretary of State. Internet access
March 29, 2022

EXHIBIT K

Entity Details

Business ID#: 1228766
Status: Revoked Final
Entity Name: THE DAYAN CORPORATION
Standing: Not in Good Standing
DBA Name: Not Applicable
Entity Type and State of Domicile
Entity Type: Domestic Profit Corporation
State of Incorporation: New Mexico
Benefit Corporation: No
Statute Law Code: 53-11-1 to 53-18-12

Formation Dates

Date of Incorporation in NM: 06/22/1984

Contact Information

Mailing Address: 664 CALLE DEL MONTE SOL, SANTA FE, NM 87501

Registered Agent Information

Name: JOEL HOCHMAN
Geographical Location Address:
Physical Address: 664 CALLE DEL MONTE SOL, SANTA FE, NM 87501 Mailing
Address: NONE
Date of Appointment: 06/22/1984

06/22/1984 Certificate Of Incorporation THE DAYAN
CORPORATION, AUTHORIZED IS 100,000 COMMON STOCK, DURATION IS
PERPETUAL 09/28/1988 325292
08/16/1999 Certificate Of Revocation CERTIFICATE OF
INCORPORATION IS REVOKED FOR FAILURE TO FILE ITS CORPORATE REPORTAS
PER SECTION 53-5-7 (A) NMSA 1978, LAPD 02/25/87. AGENT LETTER RETURNED
AND CORPORATE 08/16/1999 325293

EXHIBIT L

In 1997 the board suspended the license of Santa Fe psychiatrist Dr. Joel S. Hochman. Hochman also was charged with writing unauthorized prescriptions for narcotics. He later voluntarily surrendered his license.

CITE

Northern NM Black Market Is Awash In Painkillers. Jane Marcus. *Santa Fe New Mexican*, June 13, 1999. Internet access March 29, 2022, URL:
<http://www.mapinc.org/drugnews/v99/n000/a29.html?9475>

EXHIBIT M

E. Todd Hochman
Solutions Architect and Group Leader at New Mexico State Environment
New Mexico State Environment Amherst College
Santa Fe, New Mexico, United States

Freelance IT Consultant
Mar 1996 - May 1998, 2 years 3 months
Oxford, United Kingdom

desktop support including Hardware replacement and configuration, database development;
instruction and training

CITE

E. Todd Hochman, View E. Todd's full profile. LinkedIn. Internet access March 29, 2022, URL:
<https://www.linkedin.com/in/e-todd-hochman-76a55524>