



APPROVED

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

Dated: Jul 26, 2010

**Catherine A. Lemon
District Court Judge**

DATE OF ORDER INDICATED ON ATTACHMENT

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO</p> <p>1437 Bannock Street Denver, Colorado 80202</p> <hr/> <p>STATE OF COLORADO, <i>ex rel.</i> John W. Suthers, Attorney General,</p> <p>Plaintiff,</p> <p>v.</p> <p>AMERICAN MORTGAGE CONSULTANTS-AMC, a sole proprietorship; OLIVER PAUL MALDONADO, an individual; and SANTIAGO FABIAN PINEDA, an individual,</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>JOHN W. SUTHERS, Attorney General ERIK R. NEUSCH, Reg. No. 33146* JENNIFER MINER DETHMERS, Reg. No. 32519* Assistant Attorneys General 1525 Sherman Street Denver, Colorado 80203 Phone: 303-866-5079 *Counsel of Record for the State of Colorado</p> <p>ROBERT I. GARVEY, Reg. No. 33232 Springer and Steinberg, P.C. 1600 Broadway, Suite 1200 Denver, Colorado 80202 Phone: 303-861-2800 Attorney for Defendants American Mortgage Consultants- AMC and Oliver Paul Maldonado</p> <p>Santiago Fabian Pineda 4364 South Blackhawk Way Aurora, Colorado 80015 Phone: 720-226-7255 Appearing <i>pro se</i></p>	<p>Case No.: 2010cv3418</p> <p>Courtroom: 8</p>
<p style="text-align: center;">CONSENT JUDGMENT AND PERMANENT INJUNCTION</p>	

Plaintiff, the State of Colorado, *ex rel.* John W. Suthers, Attorney General (the “State”), and Defendants, American Mortgage Consultants-AMC, Oliver Paul Maldonado, and Santiago Fabian Pineda (“Defendants”), (collectively the “Parties”) state that they have fully and finally resolved all disputes between them arising out of the conduct alleged in the Complaint filed on April 28, 2010. As such, the Parties present to the Court this Consent Judgment and Permanent Injunction (“Consent Judgment”). By their authorized signatures, the Parties stipulate to the Court that they understand and agree to the terms of this Consent Judgment; that they had an opportunity to consult with legal counsel concerning this Consent Judgment; that they accept the legal consequences involved in agreeing to this Consent Judgment; that they waive all rights of appeal from this Consent Judgment; that they are aware of the duties placed upon them by the Consent Judgment and are desirous and capable of carrying out their duties in full; that they waive issuance and service of writ of injunction; and that this Consent Judgment represents a compromise and settlement of all matters arising out of facts alleged by the State in the Complaint filed on April 28, 2010.

The Defendants deny the allegations set forth in the Complaint, and the Parties agree and stipulate that neither this Consent Judgment nor the payment of money or other actions by the Defendants constitutes an admission by the Defendants of any violation of the Colorado Consumer Protection Act, §§ 6-1-101 – 6-1-1120, C.R.S. (2009) (“CCPA”).

The Parties submit to the jurisdiction of this Court and venue in the City and County of Denver, and do not contest the entry of this Consent Judgment.

As all Parties have approved and agree to entry of this Consent Judgment by their authorized signatures below, the Court, after being fully advised in this matter, FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

- i. That it has jurisdiction of the Parties and subject matter of this suit;
- ii. That the settlement of this suit is fair, reasonable, and just; and
- iii. That it would be in the best interest of the Parties if the Court approves the settlement and renders judgment accordingly.

Based on these findings, and having considered the representations made by the Parties, the Court is of the opinion that a permanent injunction should be issued as set forth in this Consent Judgment, and that the State is entitled to recover from Defendants as follows:

PERMANENT INJUNCTION

1. Defendant Oliver P. Maldonado, and any other persons or entities under his control or in concert or participation with him, shall be permanently enjoined from:

- (a) Soliciting, advertising, selling, marketing, displaying, offering, performing, or accepting payment for, services, including lead generation and product sales, relating to mortgage assistance, mortgage relief, foreclosure consulting, or loan modifications; and

(b) Publishing, distributing or disseminating any information, including written, oral, or video, to accept or receive, directly or indirectly, payment relating to services for mortgage assistance, mortgage relief, foreclosure consulting, or loan modifications.

2. Defendant Oliver P. Maldonado shall be permanently enjoined from originating mortgage loans.

3. Defendant Oliver P. Maldonado shall comply with the CCPA as now constituted or as may hereafter be amended in conducting business in the state of Colorado.

4. Defendant Oliver P. Maldonado agrees never to apply in Colorado for a mortgage loan originator license. If Defendant Oliver P. Maldonado applies for any professional license, including a mortgage broker license, real estate broker license, appraiser license, insurance license, or securities license, in any state, he will notify the licensing body of that state of the existence and terms of this Consent Judgment. Additionally, Defendant Oliver P. Maldonado agrees to notify the State in writing within thirty (30) days of the application for any professional license, including a mortgage broker license, real estate broker license, appraiser license, insurance license, or securities license, in any state.

5. Defendant Santiago F. Pineda, and any other persons or entities under his control or in concert or participation with him, shall be permanently enjoined from:

(a) Soliciting, advertising, selling, marketing, displaying, offering, performing, or accepting payment for, services, including lead generation and product sales, relating to mortgage assistance, mortgage relief, foreclosure consulting, or loan modifications; and

(b) Publishing, distributing or disseminating any information, including written, oral, or video, to accept or receive, directly or indirectly, payment relating to services for mortgage assistance, mortgage relief, foreclosure consulting, or loan modifications.

6. Defendant Santiago F. Pineda shall comply with the CCPA as now constituted or as may hereafter be amended in conducting business in the state of Colorado.

7. Defendant Santiago F. Pineda shall be permanently enjoined from originating mortgage loans.

8. Defendant Santiago F. Pineda shall immediately and permanently surrender his mortgage loan originator license, which shall be treated as a revocation for all purposes by any administrative or licensing body.

9. Defendant Santiago F. Pineda agrees never to apply again in Colorado for a mortgage loan originator license. If Defendant Santiago F. Pineda applies for any professional license, including a mortgage broker license, real estate broker license, appraiser license,

insurance license, or securities license, in any state, he will notify the licensing body of that state of the existence and terms of this Consent Judgment. Additionally, Defendant Santiago F. Pineda agrees to notify the State in writing within thirty (30) days of the application for any professional license, including a mortgage broker license, real estate broker license, appraiser license, insurance license, or securities license, in any state.

10. Defendant American Mortgage Consultants-AMC, and any successors, related entities or persons, shall be permanently enjoined from any operation, activity, or service relating to mortgage assistance, mortgage relief, foreclosure consulting, or loan modifications.

MONETARY RELIEF

Oliver Paul Maldonado

11. Defendant Oliver P. Maldonado shall pay the following to and for the benefit of the State of Colorado. Such funds, and any interest thereon, shall be held in trust by the Attorney General for purposes of making restitution to the persons harmed by the conduct alleged in the Complaint. The funds shall be distributed by and at the discretion of the Attorney General, and can be distributed without awaiting the satisfaction of all payments by Defendant.

(a) A total of \$60,000 payable in four (4) years with monthly payments no less than \$1,250.00, beginning September 1, 2010, and on the 1st business day of every month thereafter until the entire \$60,000.00 is satisfied; or

(b) A total of \$45,000 payable so that monthly payments commence on September 1, 2010 in accordance with paragraph 11(a), \$35,000 by certified funds due no later than February 1, 2011, and \$10,000 payable over one year with monthly payments no less than \$833.33, beginning March 1, 2011. The monthly payments made timely in accordance with paragraph 11(a) above shall be credited to the \$35,000 due, and decrease the \$35,000 amount due on February 1, 2011 accordingly.

Santiago Fabian Pineda

12. Defendant Santiago F. Pineda shall pay the following to and for the benefit of the State of Colorado. Such funds, and any interest thereon, shall be held in trust by the Attorney General for purposes of making restitution to the persons harmed by the conduct alleged in the Complaint. The funds shall be distributed by and at the discretion of the Attorney General, and can be distributed without awaiting the satisfaction of all payments by Defendant.

(a) A total of \$40,000 payable in four (4) years with monthly payments no less than \$833.00, beginning September 1, 2010, and on the 1st business day of every month thereafter until the entire \$40,000.00 is satisfied; or

(b) A total of \$30,000 payable so that monthly payments commence on September 1, 2010 in accordance with paragraph 12(a), \$20,000 by certified funds due no later than February 1, 2011, and \$10,000 payable over one year with monthly payments no less than \$833.33, beginning March 1, 2011. The monthly payments made timely in accordance with paragraph 12(a) above shall be credited to the \$20,000 due, and decrease the \$20,000 amount due on February 1, 2011 accordingly.

Payment Instructions

13. For each of the above payments referenced in paragraphs 11 and 12, a certified check shall be made payable to the “Colorado Department of Law,” reference “American Mortgage Consultants settlement,” and be delivered to:

Colorado Department of Law
Attn: Don Finch
Consumer Protection Section
1525 Sherman Street
Denver, Colorado 80203

14. Defendants may increase the payment amounts prescribed in paragraphs 11 and 12, respectively, at any time without penalty.

15. If either Defendant makes a partial payment under this Consent Judgment, the State’s acceptance of a partial payment does not prevent it from declaring the Consent Judgment breached and collecting the full amount due and to seek other remedies, including contempt and triggering the suspended final judgment below. In such event, the State shall be entitled to recover all its costs and attorney fees in collecting such amounts and pursuing relief under this Consent Judgment. Partial payments may be distributed at the discretion of the Attorney General and without the need for all future payments to be made.

Default Provision and Suspended Final Judgment

16. If Defendant Oliver P. Maldonado defaults on any payment and such default is not cured within sixty (60) days, a stipulated final judgment shall enter by the Court for \$350,000 against Oliver P. Maldonado and in favor of the State of Colorado. A default by Defendant Oliver P. Maldonado shall not be construed as a default by Defendant Santiago F. Pineda. In the event of a final judgment entering, the State shall be entitled to recover its costs and attorney fees in collecting such amounts. The amounts collected pursuant to this judgment may be distributed at the discretion of the Attorney General and without the need for the entire judgment to be collected. The judgment shall be considered a debt for a fine, penalty, or forfeiture, payable to and for the benefit of a governmental unit, and not compensation for actual pecuniary loss.

17. If Defendant Santiago F. Pineda defaults on any payment and such default is not cured within sixty (60) days, a stipulated final judgment shall enter by the Court for \$100,000

against Santiago F. Pineda and in favor of the State of Colorado. A default by Defendant Santiago F. Pineda shall not be construed as a default by Defendant Oliver P. Maldonado. In the event of a final judgment entering, the State shall be entitled to recover its costs and attorney fees in collecting such amounts. The amounts collected pursuant to this judgment may be distributed at the discretion of the Attorney General and without the need for the entire judgment to be collected. The judgment shall be considered a debt for a fine, penalty, or forfeiture, payable to and for the benefit of a governmental unit, and not compensation for actual pecuniary loss.

18. In the event of default under this Consent Judgment, the State of Colorado need provide only notice, as provided herein, to the defaulting defendant and to the Court regarding the default, and the final judgment shall enter without any further proceedings, hearings, or argument. Defendant Oliver P. Maldonado and Defendant Santiago F. Pineda consent and stipulate to such final judgment entering and waive any process, objection, opportunity to be heard, or appeal.

19. For any violations of this Consent Judgment, the State also reserves all rights and remedies under the law, including § 6-1-112(1)(b), C.R.S. (2009), which shall be in addition to any other penalty or provision set forth herein.

20. If the State discovers that Defendant Oliver P. Maldonado or Defendant Santiago F. Pineda made any material misrepresentation regarding the income or assets on his respective Financial Statement or related documents, then the State must provide written notice to the Court and the defendant describing the material misrepresentation(s). Upon receiving such notice, the defendant has ten (10) days to respond to the State's allegations. If the Court finds a material misrepresentation in the income and/or assets as described on the Financial Statement, the Court shall enter an order that (1) accelerates all payments due hereunder and (2) makes the entire amount immediately due and payable.

21. The obligations set forth in this Consent Judgment are continuing.

OTHER TERMS AND CONDITIONS

22. **No Admission.** This Consent Judgment shall not constitute an admission of wrongdoing by the Defendants, nor shall it be cited as such by the State. This Consent Judgment shall not be admissible in any other proceeding as evidence of wrongdoing.

23. **Enforcement.** This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the State to apply, at any time, for enforcement of any provision of this Consent Judgment and for sanctions or other remedies for any violation of this Consent Judgment, including contempt; and (b) enabling any party to this Consent Judgment to apply, upon giving 30 days written notice to all other Parties, for such further orders and directions as might be necessary or appropriate either for the construction or enforcement of this Consent Judgment or for the modification or termination of one or more injunctive provisions.

24. **Cooperation.** Defendants agree to cooperate with all investigations and other proceedings that the State may bring to enforce the terms of this Consent Judgment, including within this cooperation agreement are the obligations to:

- (a) Appear for hearings, depositions, or provide testimony in any form;
- (b) Produce documents, records, electronic records, or any other tangible things in response to a subpoena or other written request issued by the State; and
- (c) Accept a subpoena from the State without need for service of process.

25. **No Third Party Beneficiaries Intended.** This Consent Judgment is not intended to confer upon any person any rights or remedies, including rights as a third-party beneficiary. This Consent Judgment is not intended to create a private right of action on the part of any person or entity other than the Parties hereto.

26. **Private Parties Retain Rights.** This Consent Judgment shall not be construed to affect the rights of any private party to pursue remedies pursuant to § 6-1-113, C.R.S. (2009), or under any other statute or common law.

27. **No Release by Any Other Government Authority.** Nothing in this Consent Judgment shall be construed to release claims held by any other government authority.

28. **Violation of this Consent Judgment.** A violation of any of the terms of this Consent Judgment shall constitute a prima facie violation of the CCPA and shall, in addition to resulting in the payments detailed above, give rise to remedial and punitive sanctions available under Rule 107 of the Colorado Rules of Civil Procedure.

29. **Service of Notices and Process.** Service of notices or process required or permitted by this Consent Judgment shall be in writing and delivered on the following persons:

To Defendant American Mortgage Consultants-AMC or Oliver Paul Maldonado:

Oliver P. Maldonado
4083 South Netherland Street
Aurora, Colorado 80013
Phone: 720-364-1884

To Defendant Santiago Fabian Pineda:

Santiago F. Pineda
4364 South Blackhawk Way
Aurora, Colorado 80015
Phone: 720-226-7255

To the State of Colorado:

Erik R. Neusch
Jennifer Miner Dethmers
Assistant Attorneys General
Consumer Protection Section
Colorado Department of Law
1525 Sherman Street
Denver, Colorado 80203
Phone: 303-866-5079

If either Mr. Maldonado or Mr. Pineda changes his address or telephone number, he must notify the Attorney General in writing of the new address or telephone number within 30 days.

30. **Waiver.** The failure of any party to exercise any rights under this Consent Judgment shall not be deemed a waiver of any right or any future rights.

31. **Severability.** If any part of this Consent Judgment shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder hereof, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein

32. **Conflict with Subsequent Law.** In the event that any applicable law conflicts with any provision hereof, making it impossible for Defendants to comply both with the law and with the provisions of this Consent Judgment, the provisions of the law shall govern.

33. **Counterparts.** This Consent Judgment may be signed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Consent Judgment. Facsimile and electronic copies of this Consent Judgment and the signatures hereto may be used with the same force and effect as an original.

34. **Inurement.** This Consent Judgment is binding and inures to the benefit of the Parties hereto and their respective successors and assigns.

35. **Amendment.** This Consent Judgment may be amended solely by written agreement signed by the State and by the Defendants.

36. **No Other Representations.** There are no other representations, agreements or understandings between Defendants and the State that are not stated in writing herein.

Dated this 15th day of July, 2010.

/s/ Oliver Paul Maldonado

OLIVER PAUL MALDONADO, individually

Dated this 15th day of July, 2010.

/s/ Oliver Paul Maldonado

OLIVER PAUL MALDONADO,
as authorized representative of AMERICAN MORTGAGE CONSULTANTS-AMC

AGREED AS TO FORM ON BEHALF OF DEFENDANT OLIVER PAUL MALDONADO
AND AMERICAN MORTGAGE CONSULTANTS-AMC:

Dated this 19th day of July, 2010.

/s/ Robert I. Garvey

ROBERT I. GARVEY
Springer and Steinberg, P.C.
1600 Broadway Suite 1200
Denver, Colorado 80202
Phone: 303-861-2800

Dated this 15th day of July, 2010.

/s/ Santiago Fabian Pineda

SANTIAGO FABIAN PINEDA, individually

Dated this 19th day of July, 2010.

JOHN W. SUTHERS
Attorney General

/s/ Erik R. Neusch

ERIK R. NEUSCH
JENNIFER MINER DETHMERS
Assistant Attorneys General
Consumer Protection Section
Colorado Department of Law
1525 Sherman Street
Denver, Colorado 80203