

FILED Document
CO Boulder County District Court 20th JD
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<p>DISTRICT COURT, BOULDER COUNTY, COLORADO</p> <p>1777 6th Street Boulder, Colorado 80302</p> <hr/> <p>THE STATE OF COLORADO, ex rel. John W. Suthers, ATTORNEY GENERAL,</p> <p>Plaintiff,</p> <p>v.</p> <p>PETER A. JOHNSON, an individual; and AMERICAN SUMMIT FINANCIAL SERVICES INC., a Colorado corporation,</p> <p>Defendants.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>JOHN W. SUTHERS, Attorney General ANDREW P. McCALLIN, First Assistant Attorney General,* Reg. No. 20909 Andrew.McCallin@state.co.us ERIK R. NEUSCH, Assistant Attorney General,* Reg. No. 33146 Erik.Neusch@state.co.us 1525 Sherman Street, 7th Floor Denver, CO 80203 Phone: 303-866-4500 *Counsel of Record</p> <p>-and-</p> <p>Peter A. Johnson, appearing <i>pro se</i> 6505 Kalua Road, #303 Boulder, Colorado 80301 Phone: 303-604-6705</p>	<p>Case No.:</p> <p>Ctrm:</p>
<p>CONSENT JUDGMENT AND PERMANENT INJUNCTION</p>	

Plaintiff State of Colorado, ex rel. John W. Suthers, Attorney General, and Defendants
Peter A. Johnson, an individual, and American Summit Financial Services Inc., a Colorado

corporation, (collectively the “Parties”) state that they have finally and fully resolved all of the disputes between them arising out of the conduct alleged in the Complaint. As such, the Parties present to the Court this Consent Judgment and Permanent Injunction (“Consent Judgment”).

By their duly authorized signatures, the Parties stipulate to the Court the following: that they understand and agree to the terms of this Consent Judgment; that they waive all rights to service of process of this suit; 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 those duties in full; that they acknowledge receipt of copies of this Consent Judgment; and have full and actual notice of its terms; that they waive issuance and service of writ of injunction; that the persons signing this Consent Judgment are legally and fully authorized to do so; and that this Consent Judgment represents a compromise and settlement of all matters arising out of facts alleged in the Complaint by the Attorney General.

Defendants deny the allegations of the Attorney General, and the Parties agree and stipulate that neither this Consent Judgment nor the payment of money or other actions by Defendants constitutes an admission by Defendants of any violation of the Colorado Consumer Protection Act, §§ 6-1-101, *et seq.*, C.R.S. (2009).

Pursuant to the agreement between them, the Parties submit to the jurisdiction of the Court and do not contest the entry of this Consent Judgment.

It appearing to the Court that all Parties agree to the entry of this Consent Judgment and that they have approved its entry by their duly authorized signatures and the signature of their respective attorneys below, the Court, upon the stipulations of the Parties after being fully advised in this matter, finds as follows:

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

Based on these findings, and having heard and 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 Attorney General is entitled to recover from Defendant Peter A. Johnson, individually and personally, as set forth below.

1. Defendant American Summit Financial and Defendant Peter A. Johnson, individually and personally, enter this Consent Judgment as a compromise and settlement of the State of Colorado's investigation into the allegations set forth in the Complaint. Nothing herein constitutes approval by the State of Colorado of Defendants' past or future practices, and Defendants shall not make any representation to the contrary.

2. The Attorney General intends that this Consent Judgment will finally and fully resolve all of the disputes between the Attorney General and the Defendants arising out of the conduct alleged in the Complaint.

3. Defendants assure the State of Colorado that Defendants, as well as any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, assigns and any person acting on their behalf, shall comply with the Colorado Consumer Protection Act as now constituted or as may hereafter be amended in conducting business in the state of Colorado.

4. Defendants agree that American Summit Financial and Peter A. Johnson, individually and personally, are prohibited from ever engaging in the marketing, operation, administration, origination or sale of any loan modification, foreclosure rescue or consulting, or forensic auditing service in the state of Colorado. In addition, Defendant Peter A. Johnson is prohibited from ever being involved in any transaction in Colorado as a real estate broker, agent, mortgage loan originator, mortgage broker, mortgage modification consultant, or foreclosure consultant.

5. Defendant Peter A. Johnson understands and agrees that this Consent Judgment applies to his doing business as American Summit Financial, and any successor entity, and while acting individually, personally or through any other business entity as an owner, member, partner, manager, employee, consultant, or contractor.

6. Defendants shall not represent or imply that any advertisement, procedure or other act or practice hereinafter used or engaged in by Defendants has been required or approved, in whole or in part, by the Attorney General's Office or the State of Colorado.

7. Defendant Peter A. Johnson agrees to pay to the State of Colorado the sum of One Thousand Nine Hundred Ninety Nine Dollars (\$1,999.00) to be used to compensate the Louisville, Colorado consumer referenced in the Complaint for the upfront fees associated with the unsuccessful loan modification agreement. The payment shall be in the form of a cashier's check or certified funds made payable to the **Colorado Department of Law**, with a reference to **"American Summit Financial Services Inc. and Peter Johnson Refund"** and addressed to: **The Office of the Attorney General, Consumer Protection Section, Attention Investigator**

Gutzait, 1525 Sherman Street, 7th Floor, Denver, Colorado 80203, and submitted no later than March 31, 2010, at 4:00 p.m.

8. If Defendant Peter A. Johnson fails to personally make the payment pursuant to this Consent Judgment and on the date provided, the State of Colorado is entitled to recover its costs and attorney fees in pursuing collection and enforcement of this Consent Judgment.

9. If Defendant Peter A. Johnson makes only a partial payment under this Consent Judgment, the State of Colorado's acceptance of this partial payment does not prevent it from declaring the Consent Judgment violated and collecting the full amount due hereunder and to seek other remedies.

10. A violation of any of the terms of this Consent Judgment shall constitute a prima facie violation of the CCPA in accordance with § 6-1-110(2), C.R.S. (2009).

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

12. 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 statutes or under the common law.

13. Nothing in this Consent Judgment shall be construed to release claims held by any other government authority.

14. Defendants acknowledge that they had a full opportunity to review this Consent Judgment and consult with legal counsel regarding its terms and conditions. Defendants agree and represent that they read and understand this Consent Judgment, accept the legal consequences involved in signing it, and that there are no other representations, agreements or

understandings between Defendants and the State of Colorado that are not stated in writing herein.

15. The State of Colorado and Defendants agree that the obligations set forth in this Consent Judgment are continuing obligations of Defendant Peter A. Johnson, personally and individually, and of American Summit Financial, and are not extinguished by a change of ownership of the company or any other act, event or condition. It is also understood and agreed that any successor entity that involves the principals, officers, directors, representatives, employees, successors, affiliates, subsidiaries or assigns of American Summit Financial are bound by the agreements set forth in this Consent Judgment.

16. American Summit Financial, and its principals, officers, directors, agents, employees, representatives, employees, successors, affiliates, subsidiaries, assigns, loan officers, contractors and any person acting on behalf of American Summit Financial, and Peter A. Johnson agree to cooperate with all investigations and other proceedings that the State of Colorado or any other law enforcement entity may bring to against any other person involved in the transaction that is the basis of this agreement. Included within this cooperation agreement is the obligation to:

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

17. The person who signs this Consent Judgment in a representative capacity for American Summit Financial warrants that he is duly authorized to do so.

18. This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the Attorney General 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; and (b) enabling any party to this Consent Judgment to apply, upon giving 45 days written notice to all other parties, for such further orders and directions as might be necessary or appropriate either for the construction or carrying out of this Consent Judgment.

19. Service of notices and process required or permitted by this Consent Judgment or its enforcement shall be in writing and delivered or served (as appropriate) on the following persons, or any person subsequently designated by the parties:

For American Summit Financial Services Inc. and for Peter A. Johnson:

Peter A. Johnson
6505 Kalua Road, #303
Boulder, Colorado 80301

For the Attorney General:

Andrew P. McCallin, First Assistant Attorney General
Colorado Department of Law
Consumer Protection Section
1525 Sherman Street, 7th Floor
Denver, Colorado 80203

Any party may change the designated persons and address for delivery with respect to itself by giving notice to the other parties as specified herein.

20. If any part hereof 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.

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

22. This Consent Judgment is binding and inures to the benefit of the Parties and their respective successors and assigns.

23. This Consent Judgment constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

SIGNED on the ____ day of _____, 2009.

DISTRICT COURT JUDGE

AMERICAN SUMMIT FINANCIAL SERVICES INC.

By: 
(Signature of Authorized Representative)

11/19/2009
Date

PETER JOHNSON, OWNER
(Please print name and title)

6505 Kalua Road, No. 303
Boulder, CO 80301
Telephone: 303-604-6705

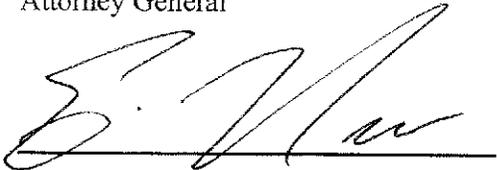
PETER A. JOHNSON

By: 
(Signature)

11/19/2009
Date

6505 Kalua Road, No. 303
Boulder, CO 80301
Telephone: 303-604-6705

JOHN W. SUTHERS
Attorney General



11-19-09
Date

ANDREW P. McCALLIN, NO. 20909
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