



**GRANTED**

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: May 16, 2011**

**Brian Whitney  
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>PATRICK C. BRUNNER, an individual; JERRY OHU, an individual; GREGORY D. HOFFMAN, an individual; WILLIAM J. SCHULTZ, an individual; FORTUNE FINANCIAL GROUP, LLC, a Colorado limited liability company; and PLATINUM FINANCIAL GROUP, a sole proprietorship,</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	<p>Case No.: 2010cv8168</p> <p>Courtroom: 203</p>
<p><b>FINAL JUDGMENT AND PERMANENT INJUNCTION AGAINST DEFENDANT PATRICK C. BRUNNER</b></p>	

This Court, having reviewed the entire record in this matter, including Plaintiff's Motion for Default Judgment and Permanent Injunction against Defendant Patrick C. Brunner under C.R.C.P. 55(b), and the supporting affidavits, and being fully advised in the premises,

FINDS and CONCLUDES that an order of Final Judgment and Permanent Injunction against Defendant Patrick C. Brunner shall be entered by default judgment in favor of Plaintiff the State of Colorado, *ex rel.* John W. Suthers, Attorney General, pursuant to C.R.C.P. 55(b), in the amount of \$405,494.00, and as follows:

1. This Court has subject matter jurisdiction in the matter presented herein by virtue

of C.R.S. § 6-1-110(1). The Court has personal jurisdiction over Defendant Patrick C. Brunner through personal service under C.R.C.P. 4(e) and 4(i) by his acceptance and waiver of service in Denver, Colorado on or about December 2, 2010.

2. Venue is proper in this Court, because at least a portion of the deceptive trade practices were committed in the City and County of Denver, Colorado. Therefore, venue has been considered and is proper in the City and County of Denver pursuant to C.R.S. § 6-1-103 and C.R.C.P. 98(c).

3. Under C.R.C.P. 121, § 1-14, the Court is satisfied that Defendant Patrick C. Brunner is not a minor, an incapacitated person, an officer or agency of the state of Colorado, or in the military service.

4. By order dated February 25, 2011, default entered against Defendant Patrick C. Brunner and against his sole proprietorship Defendant Platinum Financial Group as to liability pursuant to C.R.C.P. 55(a), which provides for default when a party has “failed to plead or otherwise defend as provided by these rules. . . .” C.R.C.P. 55(a).

5. Defendant Patrick C. Brunner has not appeared in this action and is therefore not entitled to notice under C.R.C.P. 55(b). *See Plaza del Lago Townhomes Ass'n, Inc. v. Highwood Builders, LLC*, 148 P.3d 367, 370 (Colo. App. 2006) (“To be entitled to notice, however, it is essential that the defendant have somehow communicated with the court.”); *id.* (“A plaintiff’s knowledge that a defendant intends to defend a lawsuit is, by itself, insufficient to constitute an ‘appearance’ under C.R.C.P. 55(b).”); *id.* at 371 (“We have found no case in which the court concluded that communication with opposing counsel was sufficient to require notice under C.R.C.P. 55(b).”).

6. Pursuant to C.R.C.P. 54(b), the Court hereby directs entry of final judgment against Defendant Patrick C. Brunner based on the Court’s express determination that there is no just reason for delay and thus expressly directs entry of judgment against Defendant Patrick C. Brunner only.

#### **A. Permanent Injunctive Relief**

7. This Court is expressly authorized to issue an injunction to enjoin violations of the Colorado Consumer Protection Act and make other equitable orders and judgments:

Whenever the attorney general or a district attorney has cause to believe that a person has engaged in or is engaging in any deceptive trade practice listed in section 6-1-105 or part 7 of this article, the attorney general or district attorney may apply for and obtain, in an action in the appropriate district court of this state, a temporary restraining order or injunction, or both, pursuant to the Colorado rules of civil procedure, prohibiting such person from

continuing such practices, or engaging therein, or doing any act in furtherance thereof. The court may make such orders or judgments as may be necessary to prevent the use or employment by such person of any such deceptive trade practice or which may be necessary to completely compensate or restore to the original position of any person injured by means of any such practice or to prevent any unjust enrichment by any person through the use or employment of any deceptive trade practice.

C.R.S. § 6-1-110(1).

8. Plaintiff has demonstrated by Complaint and affidavit the following:

- Defendant Patrick C. Brunner is an individual and the owner of Platinum Financial Group, a sole proprietorship.
- Defendant Patrick C. Brunner is a foreclosure consultant within the meaning of the Colorado Foreclosure Protection Act, §§ 6-1-1101 – 6-1-1120, C.R.S. (2006).
- Defendant Patrick C. Brunner formed Platinum Financial Group as a sole proprietorship to obtain proceeds of sales from homeowners in foreclosure as part of a foreclosure rescue scheme.
- Defendant Patrick C. Brunner located homeowners in foreclosure who had significant equity in their homes and solicited them with offers to save their home from foreclosure sale with a sale-leaseback scheme.
- Defendant Patrick C. Brunner did not disclose that the homeowner would transfer at closing all their equity to Platinum Financial Group.
- Defendant Patrick C. Brunner failed to comply with the disclosure and contractual requirements of the Colorado Foreclosure Protection Act.
- At closing, Defendant Patrick C. Brunner would deceptively obtain an assignment of proceeds from the homeowner as part of the closing documents that would result in the homeowner unknowingly transferring all sales proceeds (i.e., equity) to Platinum Financial Group.

9. Such conduct violates the Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 – 6-1-1120, in general and the Colorado Foreclosure Protection Act, C.R.S. §§ 6-1-1101 – 6-1-1120, in particular. Specifically, it violates C.R.S. §§ 6-1-105(1)(e), 6-1-105(1)(u), and 6-1-105(1)(xx), including violations of C.R.S. §§ 6-1-1104(3)-(7) ; C.R.S. §§ 6-1-1107(1)(d); and C.R.S. §§ 6-1-1109(1).

10. The Court therefore enters a permanent injunction order pursuant to C.R.S. § 6-1-110(1) against Defendant Patrick C. Brunner, and any other persons or entities under his control or in active concert or participation with him who receive actual notice of this Court's order, that permanently enjoins Defendant Patrick C. Brunner from:

(1) Engaging or otherwise participating in mortgage loan origination, mortgage brokerage activity, mortgage assistance, mortgage relief, foreclosure consulting, loan modifications, real estate activity, real estate sales, appraisals, title services, underwriting, lending, or loan or forensic audits in any capacity;

(2) Soliciting, advertising, selling, marketing, displaying, offering, performing, or accepting payment for, services, including lead generation and product sales, relating to mortgage loan origination, mortgage brokerage activity, mortgage assistance, mortgage relief, foreclosure consulting, loan modifications, real estate activity, real estate sales, appraisals, title services, underwriting, lending, or loan or forensic audits; and

(3) Publishing, distributing or disseminating any information, including written, oral, or video, to accept or receive, directly or indirectly, payment relating to mortgage loan origination, mortgage brokerage activity, mortgage assistance, mortgage relief, foreclosure consulting, loan modifications, real estate activity, real estate sales, appraisals, title services, underwriting, lending, or loan or forensic audits.

**B. Monetary Relief: Fine, penalty, and forfeiture payable to and for the benefit of a governmental unit**

11. The Colorado Consumer Protection Act's broad legislative purpose is to "provide prompt, economical, and readily available remedies against consumer fraud." *Western Food Plan, Inc. v. District Court in and for the City and County of Denver*, 598 P.2d 1038, 1041 (Colo. 1979). The act provides that this Court may make such judgments as may be necessary to "completely compensate or restore to the original position of any person injured by means" of a deceptive trade practice. C.R.S. § 6-1-110(1).

12. Accordingly, the Court enters final judgment against Defendant Patrick C. Brunner, for \$405,494.00 pursuant to C.R.S. § 6-1-110(1), which shall be payable to and for the benefit of the State of Colorado, based on the unlawful proceed assignments that he obtained through transfers by consumers at or around closing to Platinum Financial Group for the following five real estate transactions that are the subject of the Complaint and identified by Plaintiff's investigator affidavit:

11/14/2006: 2521 Creekside Drive, Broomfield, Colorado 80020  
-\$139,235.51 proceed assignment to Platinum Financial Group

12/08/2006: 2124 High Street, Denver, Colorado 80205  
-\$103,496.17 proceed assignment to Platinum Financial Group

1/24/2007: 2441 Meade Street, Denver, Colorado 80211  
-\$55,756.62 proceed assignment to Platinum Financial Group

1/29/2007: 17092 E. Eldorado Cir., Aurora, Colorado 80013  
-\$39,953.93 proceed assignment to Platinum Financial Group

3/29/2007: 5065 N. Sungold Lane, Castle Rock, Colorado 80109  
-\$67,051.77 proceed assignment to Platinum Financial Group

See Exhibit 3 to Plaintiff’s Motion, Affidavit of Investigator Jack Wegert, and attached HUD statements.

13. The Court finds that under C.R.C.P. 55(b) a hearing on damages is unnecessary, because the amount sought under C.R.S. § 6-1-110(1) from Defendant Patrick C. Brunner—the proceed assignments to his company—is liquidated or an amount calculable by mathematical processes alone. *Colorado Dept. of Public Health and Environment v. Caulk*, 969 P.2d 804, 811 (Colo. App. 1998) (citing *Orebaugh v. Doskocil*, 145 Colo. 484, 359 P.2d 671 (1961); *Crow-Watson No. 8 v. Miranda*, 736 P.2d 1260 (Colo. App. 1986)). “No hearing is required on damages if the damages claimed are liquidated or in an amount calculable by mathematical processes alone.” *Id.* at 811-812 (citing *Kwik Way Stores, Inc. v. Caldwell*, 745 P.2d 672 (Colo. 1987)).

ENTERED this \_\_\_\_ day of \_\_\_\_ 2011.

BY THE COURT:

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The Honorable Brian Whitney  
District Court Judge