

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202</p> <hr/> <p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL,</p> <p>Plaintiff,</p> <p>v.</p> <p>FIRED UP FOR KIDS, INC., a Colorado Non-Profit Corporation,</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	<p>Case No.: 11CV8471</p> <p>Div.: 275</p>
<p>CONSENT DECREE</p>	

Plaintiff, the State of Colorado, upon relation of John W. Suthers, Attorney General for the State of Colorado, by and through undersigned counsel, and Defendant Fired Up For Kids, Inc. (“Fired Up”), having each consented to the entry of this Consent Decree without trial or other adjudication of fact or law herein, and the Court, having considered this matter and being fully advised in the premises, FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and the parties hereto, and the Complaint for Judicial Dissolution of a Nonprofit Corporation (“Complaint”) states claims upon which relief can be granted under the Colorado Revised Nonprofit Corporations Act, Colo. Rev. Stat. §§7-134-301 through 304 (“CRNCA”). Venue is proper in the City and County of Denver, Colorado.
2. This Court is authorized to issue the relief provided for herein.

DEFINITIONS

3. All definitions included within the CRNCA are incorporated herein by this reference, and any term defined in that Act shall have the same meaning when used in this Consent Decree.

4. “Fired Up Assets” means all tangible and intangible assets held by and/or for the benefit for Fired Up including without limitation any and all cash, bank, deposit, and trust accounts; credit accounts; permits, certificates, and licenses; accounts receivable, notes receivable, and other receivables; business investments and interests, whether legal or equitable, direct or indirect, in other business enterprises; tangible personal property,; goods; general intangibles; payment intangibles; real property; interests in real property; claims, causes of action of any kind or nature; judgments; files, records, books, minutes, and other documents whether written or electronic; furniture, inventory, supplies, equipment, and fixtures; leases and mortgages; rents, revenue, and income; donations, bequests, devises, and gifts; passwords and keys; promissory notes; contents of safety deposit boxes; contents of storage units; securities, investments, and investment property; patents, trademarks, and copyrights; contracts and agreements; instruments, chattel paper, intellectual property, and letter-of-credit rights; together with: (i) all substitutions and replacements for, and products of, any of the foregoing; (ii) proceeds of any and all of the foregoing; (iii) in the case of all tangible personal property and goods, all accessions; and (iv) all accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to, or used in connection with, any tangible personal property whether now owned or hereafter acquired, and (v) any and all other things of value relating to the foregoing.

RELIEF

5. Fired Up acknowledges that it has adopted and implemented the attached Plan of Liquidation and Dissolution pursuant to Colo. Rev. Stat. § 7-134-101(2). Failure to implement the Plan of Liquidation and Dissolution in the future shall constitute a violation of this Consent Decree.

6. In signing this Consent Decree, Kirsten Hamling, acting on behalf of Fired Up, certifies under penalty of first-degree perjury that she has transferred or will transfer all Fired Up Assets to Colorado Firefighter Calendar, Inc. Failure to transfer all Fired Up Assets shall constitute a violation of this Consent Decree.

CONSIDERATION

7. Fired Up is entering into this Consent Decree for the purpose of compromising and resolving disputed claims and to avoid the expense of litigation. Fired Up’s execution of this Consent Decree shall not be considered an admission by Fired Up or Kirsten Hamling, and nothing herein shall be construed as an admission of liability by Fired Up or Kirsten Hamling, such liability being specifically denied. Nothing herein constitutes approval by the State of Fired Up’s past practices, and Fired Up or Kirsten Hamling shall not make any representation to the contrary.

8. This Consent Decree is intended to resolve finally and fully all of the civil disputes between the State and Fired Up arising out of the conduct alleged in the Complaint. This Consent Decree shall not be construed to affect any claims by the State against any

other Defendant, named or unnamed, or against any other individuals or entities regarding the conduct alleged in the Complaint. This Consent Decree shall not be construed to affect any criminal actions or charges against Fired Up, or against any other individuals or entities regarding the conduct alleged in the Complaint.

RETENTION OF JURISDICTION

9. This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the State to apply, at any time, upon notice to Fired Up, for enforcement of any provision of this Consent Decree and for sanctions or other remedies for any violation of this Consent Decree, including contempt; and (b) enabling any party to this Consent Decree to apply, upon giving thirty (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 Decree or for the modification or termination of one or more injunctive provisions.

OTHER TERMS AND CONDITIONS

10. ***Cooperation.*** Fired Up agrees to cooperate with all investigations and other proceedings that the State may bring to enforce the terms of this Consent Decree, including within this cooperation agreement are the obligations to:

- (a) Appear at the request of the State for hearings, depositions, and trial and provide testimony in any form during the pendency of this action and in any post-trial proceedings. 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; and
- (c) Accept a subpoena from the State without need for service of process.

Nothing in the foregoing or this Consent Decree shall be construed or deemed to be a waiver of Fired Up or Hamling's rights under the Fifth Amendment of the United States Constitution or any other constitutionally protected right.

11. ***Private Parties Retain Rights.*** This Consent Decree shall not be construed to affect the rights of any private party to pursue remedies under any other statute or common law.

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

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

To Fired Up or Kirsten Hamling:

David M. Tenner
Ridley, McGreevy & Winocur, P.C.
303 16th Street, Suite 200
Denver, Colorado 80202

To the State of Colorado:

Alissa Hecht Gardenswartz
Senior Assistant Attorney General
Consumer Protection Section
Colorado Attorney General's Office
1525 Sherman Street
Denver, Colorado 80203

If Ms. Hamling changes her address or telephone number, she must notify the State in writing of the new address, telephone number or email address within thirty (30) days.

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

15. **Severability.** If any part of this Consent Decree 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.

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

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

18. **Inurement.** This Consent Decree is binding and inures to the benefit of the parties hereto and their respective successors and assigns.

19. **Amendment.** This Consent Decree may be amended solely by written agreement signed by the State and by Fired Up.

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

21. This Consent Decree shall remain in effect for five years after the date that it is entered as an Order of the Court.

ACKNOWLEDGMENT

22. Defendant Fired Up acknowledges that it has thoroughly reviewed this Consent Decree, that it has had an opportunity to consult with an attorney if it chooses, that it understands and agrees to its terms, and that it agrees that it shall be entered as the Order of this Court.

/s Alissa Hecht Gardenswartz
Alissa Hecht Gardenswartz, # 36126*
Senior Assistant Attorney General
Consumer Fraud Unit
Consumer Protection Section
PHONE: (303) 866-5079
FAX: (303) 866-4916

Attorneys for Plaintiffs

*Counsel of Record

Date: February 29, 2012

/s David M. Tenner
David M. Tenner, # 15269
Ridley, McGreevy & Winocur, P.C.
PHONE: (303) 629-9700
FAX: (303) 629-9702

Attorneys for Fired Up For Kids, Inc.

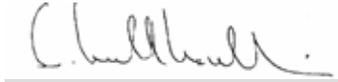
Date: February 24, 2012

/s Kirsten Hamling
Kirsten Hamling, individually and on
behalf of Defendant Fired Up For
Kids, Inc.

Date: February 23, 2012

Pursuant to C.R.C.P. 121, § 1-26(9), the original of this document with original signatures is maintained in the offices of the Colorado Attorney General, 1525 Sherman Street, Denver, CO 80203, and will be made available for inspection by other parties or the Court upon request.

SO ORDERED THIS 22nd DAY OF March, 2012.

A handwritten signature in cursive script, appearing to read "C. Hull", enclosed within a rectangular border.

District Court Judge