

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, Colorado 80202	<p style="text-align: center;">COURT USE ONLY</p>
STATE OF COLORADO, <i>ex rel.</i> John W. Suthers, Attorney General, Plaintiff, v. AMERICAN MORTGAGE CONSULTANTS-AMC, a sole proprietorship; OLIVER PAUL MALDONADO, an individual; and SANTIAGO FABIAN PINEDA, an individual, Defendants.	
	Case No.: 2010cv3418 Courtroom: 376
POST-JUDGMENT STIPULATION REGARDING STATE OF COLORADO'S JUDGMENT AGAINST OLIVER P. MALDONADO	

The State of Colorado, upon relation of John W. Suthers, Attorney General for the State of Colorado ("State"), and Oliver Paul Maldonado (DOB 12-15-1972), and Jaime Marie Kehl (DOB 4-25-1977), having each consented to the entry of this Post-Judgment Stipulation ("Stipulation"), and having waived venue and personal jurisdiction; and the Court, having considered this matter and being fully advised in the premises, FINDS, CONCLUDES AND ORDERS AS FOLLOWS:

1. Oliver Maldonado owes the State a \$350,000 judgment for violating the monetary relief provisions set forth in the July 26, 2010 Consent Judgment. This judgment was entered by the Court on November 29, 2010. This Stipulation shall not affect this judgment, except as provided in subsection 3(d) below. All the terms of the Consent Judgment, except for the monetary relief provisions, shall survive this Stipulation.

2. To enforce the \$350,000 judgment, the State applied under C.R.S. § 6-1-110(1) and C.R.C.P. 69(g) to the Court for *ex parte* orders to apply certain assets to the judgment,

including a bank account with JPMorgan Chase Bank, N.A. for Colorado Moving Company-CMC, the signatory of which is Kehl, and vehicles in the name of Maldonado and/or Kehl. By orders dated July 20, 2011, the Court ordered that the JPMorgan Chase Bank, N.A. account be frozen, with all deposits forwarded to the Court registry, and ordered that certain vehicles owned by Maldonado and/or Kehl be frozen pending objection and hearing.

3. The parties, by their signatures below, have stipulated and agreed to the following terms concerning the post-judgment remedies:

(a) Maldonado and Kehl, jointly and severally, shall personally deliver \$5,000 in cash or certified funds, payable to the Department of Law, to Investigator Jack Wegert at the Attorney General's office no later than close of business on Tuesday, August 30, 2011;

(b) Maldonado and Kehl, jointly and severally, shall execute any documents required by any financial institution to authorize monthly payments from at least one financial institution in the amount of \$1,250 payable to the Department of Law either by automatic check or bill pay, or ACH if automatic check or bill pay is unavailable, starting October 1, 2011 and continuing on the first day of each month thereafter until \$60,000 is paid to the State, subject to the subsection 3(d) below. Maldonado and Kehl must provide the State with a current signed authorization from the financial institution for the State's records demonstrating compliance with this provision;

(c) Maldonado and Kehl, jointly and severally, must notify the State in writing by e-mail to jack.wegert@state.co.us and by United States mail, Attn: Investigator Wegert, 1525 Sherman Street, Denver, CO 80203, within 48 hours of any change in bank account subject to subsection 3(b) above with the current financial institution name, address, telephone number, account holders, and account numbers;

(d) The parties agree that if Maldonado and Kehl pay \$45,000 to the State by September 1, 2013 and comply with the other provisions of this Stipulation, the State will forgive the remaining \$15,000 obligation under this Stipulation and release the \$350,000 judgment as satisfied in full;

(e) Maldonado and Kehl, jointly and severally, stipulate and agree that if they fail to comply with this Stipulation, including failure to make the monthly payment in full within five days of the first of the month, the Denver District Court shall issue, without notice or opportunity to be heard, any orders requested by the State to freeze and apply to the judgment any personal assets, real property, or bank deposits that are owned, used, or controlled by Maldonado or Kehl;

(f) Maldonado and Kehl, jointly and severally, hereby waive personal service of process of any motions or orders arising out of this Stipulation, including any orders obtained *ex parte*, or without notice, to enforce this Stipulation and/or the judgment. The State need only mail a copy of any order to Maldonado and Kehl at their last known

address, and service shall be deemed effective within 3 days of mailing. Maldonado and Kehl must notify the State in writing, as provided by subsection 3(c), within 5 days of any change of address;

(g) By their authorized signatures, Maldonado and Kehl stipulate to the Court that they understand and agree to the terms of this Stipulation; that they had an opportunity to consult with legal counsel concerning this Stipulation; that they accept the legal consequences involved in agreeing to this Stipulation;

(h) This Stipulation shall not affect or otherwise modify any other post-judgment remedies available to the State; and

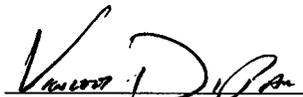
(i) Any violations of this Stipulation may be punished by contempt of court in addition to any other post-judgment remedies afforded by statute, rules, and remedies available under the July 26, 2010 Consent Judgment and this Stipulation.



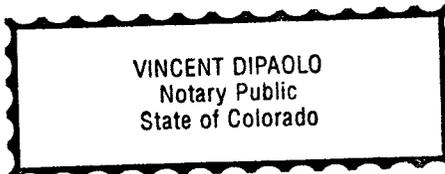
Oliver Paul Maldonado, individually

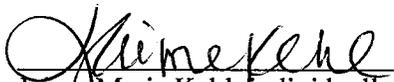
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

SUBSCRIBED and sworn to before me this 30 day of August, 2011. Witness my hand and official seal.



Notary Public

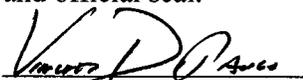




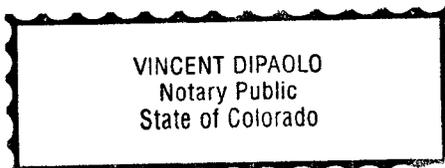
Jaime Marie Kehl, individually

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

SUBSCRIBED and sworn to before me this 30 day of August, 2011. Witness my hand and official seal.



Notary Public



**My Commission Expires
May 3, 2015**

