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| STATE OF COLORADO ATTORNEY GENERAL'S OFFICE CONSUMER PROTECTION SECTION | |
| In re: AHGN CORP D/B/A SUMMIT RESOLUTIONS Respondent: AHGN CORP D/B/A SUMMIT RESOLUTIONS, a Colorado corporation. | |
| JOHN W. SUTHERS, Attorney General ANDREW P. McCALLIN, First Assistant Attorney General 1525 Sherman Street, 7 th Floor Denver, CO 80203 Phone: (303) 866-5134 Fax: (303) 866-4916 Email: Andrew.McCallin@state.co.us | |
| ASSURANCE OF VOLUNTARY COMPLIANCE WITH AHGN CORP D/B/A SUMMIT RESOLUTIONS. | |

This Assurance of Voluntary Compliance ("Assurance") is entered into between the State of Colorado, ex rel. John W. Suthers, Attorney General, and Respondent, AHGN corp d/b/a Summit Resolutions, a Colorado corporation. This Assurance is entered into pursuant to the Attorney General's powers under § 6-1-110(2), C.R.S., and is intended to resolve finally and fully all of the disputes between the Attorney General and Respondent arising out of the conduct described in this document.

I. PARTIES

John W. Suthers is the duly elected Attorney General for the State of Colorado and has express jurisdiction to investigate and to prosecute violations of the Colorado Consumer Protection Act ("CCPA"), § 6-1-101, *et seq.*, C.R.S.

1. Respondent AHGN corp d/b/a Summit Resolutions (“Summit”) is a Colorado corporation with its headquarters and principal place of business at 1900 55th Street, Suite 208, Boulder, Colorado, 80301. The agent for service of process is Andrew L. Hardy. Summit is registered with the Colorado Secretary of State and is authorized to do business in the State of Colorado.

II. FACTUAL BACKGROUND

2. Summit entered into a business partnership agreement with American Summit Financial Services (ASFS) in the fall of 2008.

3. Summit, including but not limited to business associates, employees, independent contractors, brokers, salespersons and/or agents has offered to negotiate or originate loan modifications for consumers throughout the United States, including Colorado.

4. Andrew L. Hardy’s (owner of Summit) employee, Jason Pelka, contacted consumers to generate clientele for loan modifications. Neither Mr. Hardy nor Mr. Pelka are licensed in Colorado as mortgage brokers.

5. Summit maintained a website that exhibited inflated statements regarding employee work experience and success rates for loan modifications.

6. Summit’s “Service Agreement” with consumers contained the following guarantee: “In the event that ASFS is unable to modify your mortgage, ASFS will refund one hundred percent (100%) of the fees paid.”

7. It is alleged that in October 2008, consumers residing in Kissimmee, Florida were contacted by Mr. Pelka at Summit. On November 3, 2008, these consumers entered into a Service Agreement for loan modification services. They later paid \$2,000 for such services and Summit was unable to secure a loan modification. A refund was never provided to these consumers.

8. It is alleged that in October 2008, consumers residing in Troy, Michigan were contacted by Mr. Pelka at Summit. On November 2, 2008, these consumers entered into a Service Agreement for loan modification services. They later paid \$2,000 for such services and Summit was unable to secure a loan modification. A refund was never provided to these consumers.

9. It is alleged that in December 2008, a Broomfield, Colorado consumer was contacted by Mr. Pelka at Summit. On December 16, 2008, the consumer entered into a Service Agreement for loan modification services. The consumer later paid one half (\$1,000) of the total amount (\$2,000) for such services. Summit was unable to secure a loan modification and a refund was never provided to the consumer.

10. The Attorney General contends that these loan modification practices violate the CCPA, including but not limited to §§ 6-1-105(1) (e), (l), (r), (z), C.R.S.

III. CONSIDERATION

11. Respondent enters this Assurance as a compromise and settlement of the State's investigation into the allegations raised. This Assurance shall not be considered an admission of violation for any purpose. Nothing herein constitutes approval by the State of

Respondent's past or future practices, and Respondent shall not make any representation to the contrary.

12. The Attorney General intends that this Assurance will finally and fully resolve all of the disputes between the Attorney General and Respondent arising out of the conduct alleged in Section II, Factual Background, of this Assurance.

IV. ASSURANCES

13. Respondent assures the State that Respondent, 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.

14. Respondent and Andrew L. Hardy are prohibited from engaging in the marketing, operation, administration, or sale of any loan modification services in Colorado.

15. Respondent understands and agrees that this Assurance applies to his doing business as AHGN corp d/b/a Summit Resolutions and while acting personally or through any other business entity.

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

17. Respondent agrees to pay to the State the sum of Five Thousand Dollars (\$5,000.00) to be used to compensate the Kissimee, Florida consumers (\$2,000), the Troy, Michigan consumers (\$2,000), and the Colorado consumer (\$1,000) for the fees associated with their loan modification agreements. The payments 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 "**Summit Resolutions-Refund**" and addressed to the Office of the Attorney General, Consumer Protection Section, attention Investigator Gutzait, 1525 Sherman St., 7th Floor, Denver, Colorado 80203 and submitted according to the following schedule:

Monthly payments of \$1,000 must be received in the Office of Attorney General not later than the 30th day of each month beginning July 30, 2009 and continuing thereafter until the total of \$5,000 is paid in full.

18. Respondent may increase payment amounts at any time to pay off these amounts. If there is a failure to make a payment pursuant to this Assurance, the State may accelerate all payments due hereunder and collect the entire amounts due hereunder. In such event the State shall be entitled to recover its costs and attorney fees in collecting such amounts.

19. If Respondent makes only a partial payment under this Assurance, the State's acceptance of this partial payment does not prevent it from declaring the Assurance breached and collecting the full amount due hereunder pursuant to paragraph 18 and to seek other remedies.

V. ENFORCEMENT

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

21. The obligations set forth in this Assurance are continuing.

22. This Assurance shall not be construed to affect the rights of any private party to pursue remedies pursuant to § 6-1-113, C.R.S., or under any other statutes through claims or actions in common law.

23. Nothing in this Assurance shall be construed to release claims held by any other government authority.

24. Respondent acknowledges that it has had a full opportunity to review this Assurance and consult with legal counsel regarding same. Respondent agrees and represents that it has read and understands this Assurance, that it accepts the legal consequences involved in signing it and that there are no other representations, agreements or understandings between Respondent and the State that are not stated in writing herein.

25. The State and Respondent agree that the obligations set forth in this Assurance are continuing obligations of AHGN corp d/b/a Summit Resolutions and are not extinguished by a change of ownership of the company. It is also understood and agreed that any successor entity that involves the principals, officers, directors, representatives, successors, affiliates, subsidiaries or assigns of Respondent are bound by the agreements set forth in this Assurance. Furthermore, in the event of a transaction involving an arm's-length sale of only all or substantially all of the assets of

AHGN corp d/b/a Summit Resolutions, then the obligations set forth herein shall not transfer or attach to the purchaser of such assets.

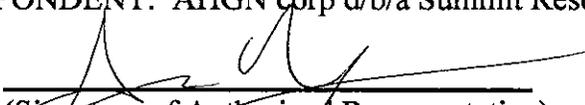
26. Respondent and its principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, assigns, loan officers, contractors and any person acting on behalf of Respondent agree to cooperate with all investigations and other proceedings that the State or any other 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 without the need for service of process.

27. The person who signs this Assurance in a representative capacity warrants that he or she is duly authorized to do so.

Dated: 7/6/09

RESPONDENT: AHGN corp d/b/a Summit Resolutions.

By: 
(Signature of Authorized Representative)

Andrew Hardy President
(Please print name and title)

Dated: 7/6/09

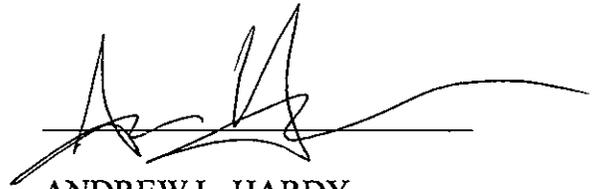
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Dated: 7/6/09

ANDREW L. HARDY
Respondent, Registered Agent, and
Incorporator



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