

2. The Attorney General's authority to bring this action is derived from the statutory and common law of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

3. Defendant, Summit Consulting, is a Utah business with place of operations at 947 S 500 E, Suite 110, American Fork, UT 84003 .

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this case under the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

5. Defendant is subject to the jurisdiction of this Court under the Kansas Consumer Protection Act, specifically K.S.A. 50-638(a).

6. Venue is proper in Shawnee County under K.S.A. 50-638(b).

AGREED RESOLUTION

7. Defendant, without admitting the truth of any allegation in the original petition filed herein, and without admitting any violations, stipulates that it has reviewed the allegations in that petition and is aware of the concerns of the Attorney General with regard to the consumer transaction at issue in this case.

8. Defendant further agrees that the following specific acts and practices are enjoined by this Order:

- (a) Making any oral, written or visual representation to a prospective consumer which states without qualification a specific level of potential sales, income, gross or net profit that prospective consumer will realize by engaging in the

business of buying and selling real estate, or states other facts which suggest such a specific level, unless

- i. Defendant can provide evidence upon which a reasonable person would conclude that such sales, income or profits are likely to be generated by the average person engaging in such business in markets where the consumer is going to be operating such business; and
 - ii. Defendant discloses in a clear and conspicuous manner in immediate conjunction with the representation that such information is available to the prospective consumer.
- (b) Using any contract provision which states the consumer transaction involves consumer rights or remedies, when, in truth and fact, no such right or remedy is provided by the Defendant.
- (c) Concealing material parts of programs or services offered by the Defendant so that a consumer could not make an informed decision about whether to contract with the Defendant.

9. Defendant shall pay \$6,693.00 in restitution to Kansas Consumer Ernest Barker. Payment shall be made in full on or before August 20, 2004.

Payment shall be by cashier's check and shall be delivered in full to the Attorney General of the State of Kansas.

10. Defendant shall pay \$1,500.00 in civil penalties and investigative fees and expenses to the "Office of the Attorney General" of the State of Kansas. Payment shall be by cashier's check and shall be delivered to the Attorney General of the State of Kansas

at the time of execution of this Consent Judgment by Defendant.

11. The provisions of this Consent Judgment will be applicable to Defendant, and every employee, agent or representative of Defendant.

12. Defendant agrees to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structures, where such restructuring is done for the purpose or object of avoiding compliance with the terms of this Consent Judgment.

13. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations hereof.

14. If any portion, provision or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining provisions, portions or parts.

15. Compliance with this Consent Judgment does not relieve Defendant of any obligation imposed by applicable federal, state or local law, nor shall the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction. Defendant further understands that nothing in this Consent Judgment shall preclude the Attorney General from taking further action against this Defendant in promoting, soliciting or selling any products or services where upon belief that such activity is being promoted or operated in a fashion that otherwise violates the law.

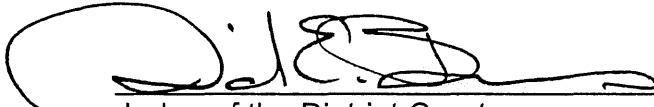
16. The parties understand this Consent Judgment shall not be construed as an approval of or sanction by the Attorney General of the business practices of Defendant nor shall Defendant represent the decree as such an approval.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendant immediately become a judgment upon filing.

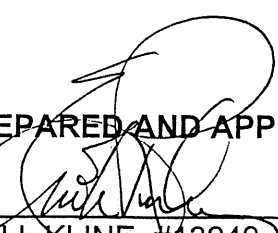
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against the Defendant and in favor of Plaintiff in the amount of \$8,193.00.

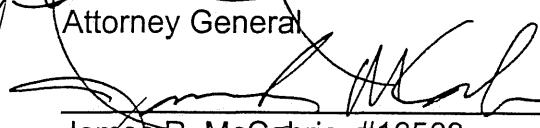
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

IT IS SO ORDERED.

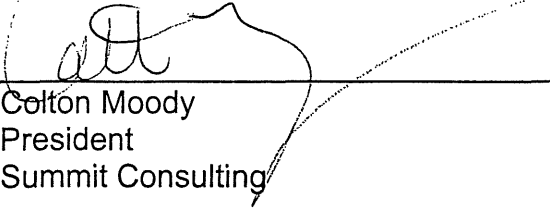

Judge of the District Court

PREPARED AND APPROVED BY:


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