

<p>DISTRICT COURT, COUNTY OF LARIMER, COLORADO 201 La Porte Avenue Suite 100 Fort Collins CO 80521</p> <hr/> <p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL,</p> <p>Plaintiff,</p> <p>v.</p> <p>FULL SPIRIT MINISTRIES a/k/a OPEN DOOR MISSION, RICHARD M. THEBO, individually, DARREN C. THEBO, individually, ANDREW KAMINSKI, individually, and PATSY KAMINSKI, individually.</p> <p>Defendants.</p>	<p>FILED Document DATE FILED: November 28, 2012 5:35 PM CO Larimer County District Court 3rd JD Case Number: 2012 CV 438 Filing ID: 48017572 Review Clerk: Jennifer M Morrison</p> <p>▲ COURT USE ONLY ▲</p> <p>Case No.: 2012 CV 438</p> <p>Div.: 4A</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 Defendants Full Spirit Ministries a/k/a Open Door Mission (“FSM-ODM”), Richard M. Thebo, Darren C. Thebo, Andrew Kaminski and Patsy Kaminski, 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 states claims upon which relief can be granted under the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-101 through § 6-1-908 (“CCPA”) and the Colorado Charitable Solicitations Act, Colo. Rev. Stat. § 6-16-101 through § 6-16-113 (“CCSA”). Venue is proper in Larimer County, State of Colorado.

2. This Court is authorized to issue a permanent injunction and other relief pursuant to Colo. Rev. Stat. §§ 6-1-110(1), 6-1-112(1), and 6-1-113(4) of the CCPA and Colo. Rev. Stat. § 6-16-111(5) of the CCSA.

DEFINITIONS

3. All definitions included within the CCPA and the CCSA are incorporated herein by this reference, and any term defined in those Acts shall have the same meaning when used in this Consent Decree.

4. “Denver Rescue Mission” means The Denver Rescue Mission, a Colorado non-profit corporation with a principal place of business at 3501 E. 46th Street Denver CO 80216.

INJUNCTIVE RELIEF

5. Defendants Richard Thebo and Darren Thebo are permanently enjoined from:

- a. Operating, forming, founding, or establishing any charitable organization, as defined in Colo. Rev. Stat. § 6-16-103(1);
- b. Acting as a director, officer, trustee, compensated employee, professional fundraising consultant, or paid solicitor of any charitable organization, as defined in Colo. Rev. Stat. § 6-16-103(1); and
- c. Making any charitable solicitations on behalf of any charity.

6. Defendants Andrew and Patsy Kaminski are enjoined for a period of three years, beginning on the date of the entry of this Decree, from acting as a director, officer, or trustee of any charitable organization, as defined in Colo. Rev. Stat. § 6-16-103(1), except for continuing in their current positions with, and their current work with, the Full Gospel Business Men’s Fellowship, together with its various subordinate entities, or successor(s). Andrew and Patsy Kaminski will notify the State in writing if and when they become a director, officer, or trustee of any charitable organization, as defined above. Defendants Andrew and Patsy Kaminski shall provide this written notice within ten (10) days of taking a position as a director, officer or trustee of any charitable organization, as defined above.

7. Within ten (10) days of the Court signing this Consent Decree, Defendants shall dissolve FSM-ODM according to a Plan of Dissolution and Liquidation pursuant to Colo. Rev. Stat. § 7-134-101(2), and shall transfer all of the assets of FSM-ODM to Denver Rescue Mission upon terms set forth in the Deed of Gift from FSM-ODM to Denver Rescue Mission. The State has reviewed the Deed of Gift, understands the terms therein to be mutually

agreeable to both Denver Rescue Mission and FSM-ODM, and will not challenge a transfer of assets done according to said terms.

MONETARY RELIEF

8. Defendants Richard Thebo and Darren Thebo, jointly and severally, shall remit \$14,000 in restitution to Denver Rescue Mission as the successor in interest to FSM-ODM within 60 days of this Consent Decree being filed with the Court. The manner by which such payment is made shall be mutually agreed upon by Defendants Richard Thebo and Darren Thebo and Denver Rescue Mission.

9. Defendants Richard Thebo and Darren Thebo, jointly and severally, shall pay \$12,000 in civil penalties to the State pursuant to C.R.S. § 6-1-112(1). Payment of this civil penalty shall be suspended until such time that Defendants Richard Thebo and Darren Thebo violate any provision of this Consent Decree. If either Defendant Richard Thebo or Darren Thebo violates any provision of this Consent Decree, Defendants Richard Thebo and Darren Thebo will pay the civil penalty in full within ten (10) days of receiving notification of the violation(s). The funds shall be used first for the reimbursement of Colorado's actual costs and attorney fees and, second, to be held along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud or antitrust enforcement actions. This payment shall be made payable to the Colorado Department of Law with a reference to "Thebo/FSM-ODM" and shall be delivered to:

Alissa Gardenswartz
Senior Assistant Attorney General
Consumer Fraud Unit
1525 Sherman Street – 7th Floor
Denver, Colorado 80203

CONSIDERATION

10. Defendants are entering into this Consent Decree for the purpose of compromising and resolving disputed claims and to avoid the expense of litigation. Defendants' execution of this Consent Decree shall not be considered an admission by Defendants, and nothing herein shall be construed as an admission of liability by Defendants, such liability being specifically denied. Nothing herein constitutes approval by the State of Defendants' past practices, and Defendants shall not make any representation to the contrary.

11. This Consent Decree is intended to resolve finally and fully all of the civil disputes between the State and Defendants 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 Defendants, or against any other individuals or entities regarding the conduct alleged in the Complaint.

RETENTION OF JURISDICTION

12. This Court shall retain jurisdiction over this matter for the purposes of (a) enabling the State to apply, at any time, upon notice to Defendants, 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

13. ***Cooperation.*** Defendants agree 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, when that subpoena is delivered to the specific person named in such subpoena, when such delivery is assured and evidenced by Certified Mail (return receipt requested), FedEx delivery (for which a signature evidencing receipt is required), or other reliable method of delivery which has, as part of the delivery process, the requirement of evidence of personal delivery by affixing the signature by the named recipient. Given such signed receipt, there shall not be a need for service of process upon said person. Further,

Andrew and Patsy Kaminski shall, within 30 days of any change of address, give written notice of their new address to the State.

14. ***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.

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

16. ***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 Defendants Richard Thebo and Darren Thebo:

Dale Sadler, Esq.
The Sadler Law Office
8400 E. Prentice Ave., Penthouse Suite 1500
Greenwood Village, CO 80111

To Defendants Andrew and Patsy Kaminski

Andrew and Patsy Kaminski
16570 East LaSalle Place
Aurora, Colorado 80013

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

17. ***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.

18. **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.

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

20. **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.

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

22. **Amendment.** This Consent Decree may be amended solely by written agreement signed by the State and by Defendants.

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

ACKNOWLEDGMENT

24. Defendants acknowledge that they have thoroughly reviewed this Consent Decree, they have had an opportunity to consult with an attorney if they choose, that they understand and agree to its terms, and that they agree that it shall be entered as the Order of this Court.

<p>By: <i>/s/ Alissa Hecht Gardenswartz</i></p> <hr/> <p>Alissa Hecht Gardenswartz, #36126* Assistant Attorney General Consumer Fraud Unit Consumer Protection Section PHONE: (303) 866-5079 FAX: (303) 866-4916</p> <p><i>Attorneys for Plaintiffs</i></p> <p>Dated: November 16, 2012</p> <p>*Counsel of Record</p>	<p>By: <i>/s/ Derry Dale Sadler</i></p> <hr/> <p>Derry Dale Sadler, #7778</p> <p><i>Attorneys for Defendants Richard M. Thebo, Full Spirit Ministries a/k/a Open Door Mission</i></p> <p>Dated: November 16, 2012</p>
<p>By: <i>/s/ Richard M. Thebo</i></p> <hr/> <p>Richard M. Thebo</p> <p><i>Defendants Richard M. Thebo, Full Spirit Ministries a/k/a Open Door Mission</i></p> <p>Dated: November 16, 2012</p>	<p>By: <i>/s/ Darren C. Thebo</i></p> <hr/> <p>Darren C. Thebo</p> <p><i>Defendant</i></p> <p>Date: November 16, 2012</p>
<p>By: <i>/s/ H. Jay Ledbetter</i></p> <hr/> <p>H. Jay Ledbetter, #15733</p> <p><i>Attorneys for Defendants Andrew Kaminski and Patsy Kaminski</i></p> <p>Date: November 16, 2012</p>	<p>By: <i>/s/ Andrew Kaminski</i></p> <hr/> <p>Andrew Kaminski</p> <p><i>Defendant</i></p> <p>Date: November 16, 2012</p>

By: <i>Patsy Kaminski</i> <hr/> Patsy Kaminski <i>Defendant</i> Date November 16, 2012	
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BASED UPON COUNSEL'S ASSURANCE TO THE COURT THAT MS. KAMINSKI HAS SIGNED THE CONSENT DECREE, THE COURT APPROVES AND ADOPTS THE DECREE

DATED: This 28th of November, 2012.

BY THE COURT:



Dave Williams
District Court Judge