

181701

1 CODE:1880
2 Michael A. vinskus, State Bar No. 4708
3 Walther, Ke Maupin, Oats,
4 Cox & LeG
5 3500 Lakeside Court, Suite 200
6 P.O. Box 300
7 Reno, Nevada 89520
8 (775) 827-20

9 Attorneys f Plaintiff
10 FIRST NATIOL OF NORTH AMERICA, LLC
11 a Michigan mited liability company

12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
IN THE SECOND JUDICIAL DISTRICT COURT
STATE OF NEVADA, WASHOE COUNTY

27 FIRST NATIOL OF NORTH AMERICA,)
28 LLC, a Michan limited liability,)
29 company,)

30 Pintiff,)

31 v.)

32 WESTERN SECITIES TRUST, a)
33 Nevada busiss trust; PETER)
34 AMUNDSON, ldividually and)
35 as ExecutivTrustee of Western)
36 Securities ust; MAILE)
37 DROMIACK-AMDSON, individually)
38 and as Seco Trustee of Western)
39 Securities ust; RUSSELL FRED)
40 BRASELTON, USTEE of the RF)
41 BRASELTON TST; TITLE SERVICE)
42 AND ESCROW MPANY, a Nevada)
43 corporation ASSOCIATES FINANCIAL)
44 SERVICES CPANY, INC., a)
45 Delaware cporation; ALBERT AND)
46 MOLLY RAKESAW, TRUSTEES of the)
47 RAKESTRAW FELY TRUST; BRANDI)

FILED

NOV 21 2002

RONALD A. LONGTIN, JR., CLERK
By _____ DEPUTY

CASE NO. CV01-01974

DEPT. NO. 6

1 MONK; HAVASEASING COMPANY,)
2 CONSULTING SERVICES, INC., a)
3 Nevada corporation; BYRON YOUNG;)
4 JOYCE YOUNG JAMES ROSE; and DOES)
5 1 through 1 inclusive,)
6 Defendants.)

7 STIPULATED JUDGMENT AND ORDER AND JUDGMENT

8 Plaintiff FIRST NATIONAL OF NORTH AMERICA, LLC, a Michigan
9 limited liability company ("FIRST NATIONAL"), by and through its
10 undersigned counsel, and Defendants WESTERN SECURITIES TRUST, a
11 Nevada business trust ("WST") and PETER AMUNDSON ("AMUNDSON"),
12 individually and as executive trustee of WST, in pro per, hereby
13 stipulate a consent that the Court enter a judgment in favor of
14 FIRST NATIONAL and against WST and AMUNDSON as follows:

15 FACTS GIVING RISE TO JUDGMENT

16 1. On August 24, 2001, FIRST NATIONAL filed its First
17 Amended Complaint ("Complaint"), a copy of which was served on
18 AMUNDSON. AMUNDSON accepts as true all factual allegations
19 concerning the conduct of AMUNDSON and WST, as set forth in detail
20 in the Complaint, all of which are hereby incorporated by this
21 reference to this Stipulated Judgment.

22 2. In summary format, some of the facts which occurred are
23 as follows: On or about June 26, 1998, the parties executed a
24 Commercial Loan and Servicing Agreement, with a revolving line of
25 credit of \$4,000. WST executed the Promissory Note and AMUNDSON
26

1 executed a personal Guarantee. The purpose of the loan agreement
2 was to provide working capital for WST to purchase real estate
3 notes and land sale contracts. On some occasions, WST would
4 purchase a note, which would be secured by a deed of trust on real
5 property; on other occasions, WST would purchase a land sale
6 contract. In either case, WST's interest was assigned as security
7 to FIRST NATIONAL in exchange for monies being lent by FIRST
8 NATIONAL to WST. As of August 23, 2000, the amount owed by WST to
9 FIRST NATIONAL was \$454,963.63, plus interest at the default rate
10 specified in the loan agreement, as well as attorney's fees and
11 costs incurred in prosecution of this action.
12

13 3. On many of the transactions entered into, WST and
14 AMUNDSON committed fraud and obtained money under false pretenses.
15 Specifically, as is set forth in detail in the Complaint, on a
16 number of occasions, after making a collateral assignment of notes
17 and deeds of trust or land installment contracts to FIRST NATIONAL,
18 WST, through AMUNDSON, subsequently knowingly made fraudulent
19 assignments of the same security interests to third parties;
20 AMUNDSON knowingly submitted fraudulent opinions of value on
21 properties, thereby causing FIRST NATIONAL to believe that the
22 values of the security interests that it was lending money upon
23 were substantially more than they actually were; AMUNDSON knowingly
24 created fraudulent documentation which purported to show that FIRST
25
26

1 NATIONAL h released its security interests in certain property;
2 and AMUNDS knowingly provided fraudulent documentation to FIRST
3 NATIONAL wch purported to show that AMUNDSON was the owner of
4 certain prerty when he was not, as well as knowingly submitting
5 a fraudule Preliminary Title Report to FIRST NATIONAL for a
6 property wch did not exist. Each of these matters was known by
7 AMUNDSON t be false. AMUNDSON nevertheless engaged in this
8 conduct anade these representations to deceive FIRST NATIONAL so
9 that FIRSTNATIONAL would provide AMUNDSON (through WST) with
10 working catal and extend credit under the Commercial Loan and
11 Servicing reement between them. FIRST NATIONAL was not aware
12 that the cduct in which AMUNDSON engaged and the representations
13 which he ma were false and, as a result, justifiably relied upon
14 them as a bis for extending credit and lending money to WST. As
15 a result ofts reliance on AMUNDSON's false and deceptive conduct
16 and represecations, FIRST NATIONAL provided substantial monies to
17 AMUNDSON, rough WST, which AMUNDSON and WST have failed or
18 refused to pay.
19

20 II. JUDGMENT

21 In setement of FIRST NATIONAL's claims against AMUNDSON and
22 WST, the paies agree as follows:
23

24 / / /

25 / / /


MAN


PGA

1 A. Assignments

2 4. Apart of this Stipulated Judgment, AMUNDSON, on behalf
3 of himself d WST, hereby agrees to execute whatever documents are
4 necessary, cluding assignments and/or warranty deeds, in order to
5 transfer toIRST NATIONAL any and all interest which WST and/or
6 AMUNDSON poess in the notes, deeds of trust, land sale contracts
7 and properts for the following files which are described in FIRST
8 NATIONAL's mplaint: Lynch (described in paragraphs 34-43 of
9 Complaint); ohnson (described in paragraphs 51-57 of Complaint);
10 Havas (described in paragraphs 62-63 of Complaint); Conradt
11 (described n paragraphs 64-66 of Complaint); and Cummings
12 (described paragraphs 76-80 of Complaint). Note that FIRST
13 NATIONAL ha determined that there is little or no value with
14 respect to e Keeney, Monk and Baluyot files, and, thus, the
15 parties areaking no action with respect to these files.
16

17 5. Ithe event that AMUNDSON fails or refuses to execute
18 the document required to be executed under paragraph 4, then after
19 ten days note sent to AMUNDSON's last known address at 1955 Kings
20 Row, Reno, 89503, the parties agree that the Court shall be
21 empowered toexecute whatever documents are necessary to effectuate
22 the transfe described in paragraph 4 above. Additionally, the
23 parties agr that if this occurs, then the amount of the money
24 portion of his Judgment shall be increased from \$250,000 to
25
26

1 \$350,000, which is still less than the amount of FIRST NATIONAL's
2 claim against AMUNDSON.

3 B. Key Judgment

4 6. As part of this Stipulated Judgment, the parties agree
5 that Judgment is hereby entered in favor of FIRST NATIONAL, and
6 against AMUNDSON and WST, jointly and severally, in the amount of
7 \$250,000 (Two Hundred Fifty Thousand Dollars). Judgment shall
8 immediately issue, with interest at Nevada's legal rate specified
9 in NRS 17.0(2), from the date of execution of this Stipulated
10 Judgment until satisfied, and FIRST NATIONAL shall have all rights
11 of immediate execution.
12

13 7. Judgment is being entered on all of FIRST NATIONAL's
14 claims against AMUNDSON and WST, including FIRST NATIONAL's Fourth
15 Claim for relief for punitive damages based upon fraud and
16 misrepresentation. Further, since FIRST NATIONAL's claims against
17 AMUNDSON are based upon fraud and obtaining money under false
18 pretenses, it is agreed that FIRST NATIONAL's Judgment against
19 AMUNDSON shall not be dischargeable in the event that AMUNDSON
20 files for bankruptcy under any chapter of the Bankruptcy Code.
21 Further, settlement of FIRST NATIONAL's claims against AMUNDSON
22 shall in no way prohibit FIRST NATIONAL from pursuing a
23 nondischargeability claim against AMUNDSON in bankruptcy
24 proceedings; the Judgment entered herein, objecting to the entry
25
26

1 of a discharge, or asserting any other applicable rights of a
2 creditor under the Bankruptcy Code or under state law to the extent
3 authorized under the Bankruptcy Code or the Bankruptcy Court.

4 C. Assignment of Proceeds From AMUNDSON's Lawsuit Against
5 Purdue Pharma, LP

6 8. AMUNDSON has represented to FIRST NATIONAL that he has a
7 pending lawsuit against Purdue Pharma, LP. AMUNDSON has agreed to,
8 and hereby does, assign to FIRST NATIONAL any proceeds which
9 AMUNDSON will receive from settlement or litigation of that
10 lawsuit, until the Judgment is satisfied. AMUNDSON agrees to
11 execute whatever additional documents are necessary, if any, to
12 effectuate this assignment. Further, the parties incorporate the
13 provisions of paragraph 5 above, in full, in the event that
14 AMUNDSON fails or refuses to execute the necessary additional
15 assignment documents.

16 9. This assignment shall in no way affect FIRST NATIONAL's
17 right to immediately execute on its Judgment herein.

18 D. Court Ordered Restitution

19 10. The parties anticipate that in AMUNDSON's criminal
20 proceedings, the Court will order him to pay restitution to FIRST
21 NATIONAL in the approximate amount of \$125,000. Any amounts paid
22 under the Court Ordered Restitution shall reduce the amount owed by
23 AMUNDSON and SET to FIRST NATIONAL on the Judgment entered herein.
24 However, the Court Ordered Restitution shall in no way affect FIRST
25
26

1 NATIONAL's ght to immediately execute on its Judgment entered
2 herein.

3 E. Wver of Findings of Fact and Conclusions of Law

4 11. T parties expressly waive findings of fact and
5 conclusions of law, and agree that an order and judgment shall be
6 entered in is action as agreed to herein.

7 Dated is 14th day of November, 2002.

8 WALTHER, KE MAUPIN, OATS,
9 COX & GOY

10
11 By: Michael J. Nivinskus
12 Michael J. Nivinskus, Esq.
13 Attorney for Plaintiff
14 FIRST NATNAL OF NORTH
15 AMERICA, NC

PETER G. AMUNDSON
In Pro Per

16 WESTERN SECURITIES TRUST

17 By: PETER AMUNDSON
18 PETER AMUNDSON
19 Executive Trustee
20
21
22
23
24
25
26

1
2
3 VERIFICATION


4 STATE OF NADA)
5) ss:
6 COUNTY OF SHOE)

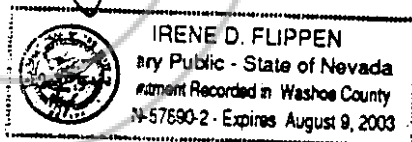
7 PETER AMUNDSON being first duly sworn, and under penalty of
8 perjury, does and says:

9 That is a Defendant in the above-entitled action, both
10 individual and as Executive Trustee of Western Securities Trust;
11 that he hacedad the foregoing STIPULATED JUDGMENT, states that he
12 knows the contents thereof; that the same is true of his own
13 knowledge, except as to those matters therein stated upon
14 informationnd belief, and as to those matters he believes them to
15 be true; arthat he agrees to be bound by the Stipulated Judgment.

16
17 
18 PETER G. AMUNDSON

19 Subscribed and sworn to before me
20 this 14th day of November, 2002.

21 
22 Notary Public



1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6

It is hereby ordered that the Judgment shall be entered in favor of Plaintiff FIRST NATIONAL and against Defendants AMUNDSON and WST in the manner stipulated above.

Agent Adams

DISTRICT JUDGE

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

By _____ Deputy

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

STATE OF NEVA)
) ss.
COUNTY OF WHOE)

I, Micel A. Nivinskus, hereby swear under the penalties of perjury that the following assertions are true:

1. I am an attorney admitted to practice law in the State of Nevada (Nevada State Bar Number 4708). I am one of the attorneys of record for Plaintiff First National of North America, LLC, a Michigan limited liability company, in the above-entitled matter. I make this Affidavit in accordance with NRS 17.150(4) for recording the Stipulated Judgment and Order and Judgment in that matter. All representations made below are based upon information and belief.

2. The name of the Judgment Debtor is: Peter Gunnar Amundson.

3. T address of the Judgment Debtor is: 1955 Kings Row,
Reno, Nevada 89503 or 2970 Roxbury Drive, Reno, Nevada 89523.

4. Judgment Debtor's driver's license number is 4600486520 d issued in the State of Nevada.

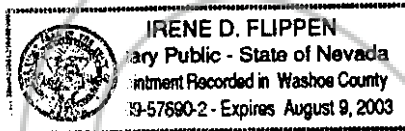
1 5. Judgment Debtor's date of birth is: December 28,
2 1969.

3
4 Michael A. Nivinskus
5 Michael A. Nivinskus

6
7 SUBSCRIBED and SWORN to before me
8 this 23rd of April, 2003.

9 Irene D. Flippen

10 NOTARY PUBLIC in and for said
11 County and state.



19 RECORD REQUESTED BY AND MAIL TO:
20 NAME: Michael A. Nivinskus, Esq.
21 Walther, Key, Maupin,
22 Oats, Cox & LeGoy
23 ADDRESS: P.O. Box 30000
24 CITY/ST/ZIP Reno, NV 89520

SPACE BELOW THIS LINE IS FOR RECORDERS USE ONLY

25
26
BOOK 360 PAGE 372
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Walther Key Maupin Oats Cox
2003 APR 25 PM 3:22

EUREKA COUNTY NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 25⁰⁰