

## IN THE IOWA DISTRICT COURT FOR POLK COUNTY

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**STATE OF IOWA *ex rel.***  
**BRENNA BIRD,**  
**ATTORNEY GENERAL OF IOWA**

Plaintiff,

v.

**SUMMIT SOFTWARE SYSTEMS, INC.,**

and

**ROBERTO BOLIGAN,**

Defendants.

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**EQUITY NO. EQCE 089445**

**PROPOSED CONSENT JUDGMENT**

The Court, having been presented by Assistant Iowa Attorney General J. Andrew Cederdahl with this Consent Judgment approved by all parties, finds and orders on this day as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Iowa Attorney General Brenna Bird is authorized to bring actions on behalf of the State of Iowa by § 714.16(7) of the Iowa Consumer Fraud Act.
2. Defendant Summit Software Systems, Inc. is a District of Columbia corporation with its principal place of business at 1629 K Street NW, Suite 300, Washington, D.C., 20006.
3. Defendant Roberto Boligan is a citizen of Jacksonville, Florida. Defendant Boligan is the sole owner of Defendant Summit Software Systems, Inc., its Chief Executive Officer, and oversees its day-to-day operations.
4. As used herein, the term “Defendants” means Summit Software Systems, Inc. and Roberto Boligan in his personal and corporate capacities, as well as their employees, independent contractors, successors, principals, partners, members, agents, representatives, subsidiaries,

assigns, parent or controlling entities, and all other persons, corporations or other entities acting in concert or participating with one or more Defendants who have actual or constructive knowledge of this Consent Judgment.

5. The Court has subject matter jurisdiction over this matter under Iowa Code § 714.16(7).

6. The Court has personal jurisdiction over the Defendants because they solicited Iowa consumers to purchase, and did provide, merchandise. The Defendants consent to the jurisdiction of the Court for purposes of the entry and enforcement of this Consent Judgment.

7. Venue is proper in Polk County pursuant to Iowa Code § 714.16(7) because the Defendants solicited and sold merchandise to residents of Polk County.

### **ALLEGATIONS**

8. The State alleges that the Defendants violated the Foreclosure Consultants Statute, Iowa Code section 714E (“FCS”), and the Iowa Consumer Fraud Act, Iowa Code section 714.16 (“CFA”), as follows:

- a. Defendants failed to provide Iowa consumers a contract in writing, written in the same language as principally used by the foreclosure consultant, that fully disclosed the exact nature of the Defendants’ services, described their services, and outlined the total amount and terms of compensation related to their services;
- b. Defendants failed to include specific Iowa notices required by the FCS within documents related to foreclosure consultant services that they executed with Iowa consumers;
- c. Defendants failed to provide Iowa consumers the notice of cancellation required

by the FCS, and with the contents and in the format required by the FCS;

- d. Defendants claimed, demanded, charged, collected or received compensation before they had fully performed each and every service they contracted to perform or represented they would perform;
- e. Defendants claimed, demanded, charged, collected and/or received compensation for promising to negotiate a mortgage loan modification, forbearance, repayment plan, or other loss litigation but failed to do so; and
- f. Defendants sent the mail solicitation attached to Plaintiff's Petition as "Exhibit A" to Iowa consumers at risk of foreclosure, which contained deceptive, misleading and unfair features that had a capacity to deceive consumers into believing the Defendants were affiliated with the government.

9. The Defendants deny the Attorney General's allegations and deny they or (as applicable) their agents, owners, officers, directors, or employees are legally responsible for any conduct in violation of the CFA, the FCS, or any other law.

10. For purposes of entry of this Consent Judgment, the Defendants agree that any and all service or notice requirements relating to it are fully met upon the State emailing a copy of it to the Defendants' attorney, Christopher Meier, at: [christopher.meier@gmlaw.com](mailto:christopher.meier@gmlaw.com) and providing a copy via US Mail to Defendants at the following address: 1629 K Street NW, Suite 300, Washington, D.C., 20006.

### **RESOLUTION**

11. The Court finds that this Consent Judgment should be entered.

## I. INJUNCTIVE RELIEF

12. **IT IS ORDERED**, pursuant to Iowa R. Civ. P. 1.1501 et seq., the FCS, and the CFA, Iowa Code § 714.16 (7), that the Defendants are permanently enjoined from soliciting, advertising, offering, or providing merchandise to Iowans or from any Iowa location, which meets the definition of “foreclosure consultant” activities within the FCS. Without limitation, and without admission of the Defendants that their specific merchandise meets the legal definition of “foreclosure consultant” activities within the FCS or any other statute, and for purposes of enforcement of this Consent Judgment, merchandise constituting “foreclosure consultant” activities shall be construed to include direct or indirect merchandise in any way relating to stopping, postponing, forbearing, modifying, delaying, extending, or negotiating any aspects of foreclosures, foreclosure sales, forfeitures, sheriff’s sales, and tax sales. This includes, but is not limited to, “self-help,” “do-it-yourself,” or any other document preparation, collection, review, organization or reference merchandise meeting the categories described within this paragraph.

In the event the Defendants determine that, after entry of this Consents Judgment, any Iowa consumer independently purchases or attempts to purchase merchandise the Defendants are enjoined from selling in Iowa or to Iowans, the Defendants shall immediately refund each such Iowa consumer and refuse to complete the sale, transaction or agreement.

13. **IT IS FURTHER ORDERED** Defendants shall not violate the Iowa Consumer Fraud Act, Iowa Code Section 714.16.

14. **IT IS FURTHER ORDERED** pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants shall not participate, directly or indirectly, in any activity to use, form or proceed as a separate corporation, trust or other entity for the purpose of engaging in, or benefitting from, acts from within any Iowa location or directed at Iowa

consumers that are prohibited by this Order, or for any other purpose which circumvents any part of this Order.

## II. MONETARY RELIEF

15. **IT IS FURTHER ORDERED** pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants shall reimburse every Iowa consumer who purchased merchandise sold by Defendant Summit Software Systems, Inc. Each Iowa consumer who purchased merchandise from Defendant Summit Software Systems, Inc. is entitled to a complete, automatic refund of all amounts paid to the Defendants.

To effectuate reimbursement, the Defendants shall pay the total amount to which consumers are entitled to the Iowa Attorney General in the manner instructed by the Attorney General. Due to the Defendants' represented inability to immediately pay, the Defendants are permitted six months, beginning in October 2023 and ending on March 31, 2024, in which to pay the Attorney General at a rate of at least \$5,000.00 each month. The Iowa Attorney General shall send refunds directly to those Iowa consumers entitled to a refund under this Consent Judgment, who will be identified by the Attorney General from documents uncovered in the investigation of the Defendants. The Attorney General is authorized to use any reasonable means to disburse refunds. In the event it is not possible or practicable for the Attorney General to reimburse specific Iowa consumers entitled to a refund, and after reasonable efforts to effectuate reimbursement, the Iowa Attorney General shall deposit any remainder amount into the Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C.

16. **IT IS FURTHER ORDERED** pursuant to Iowa R. Civ. P. 1.1501 et seq. and the CFA, Iowa Code § 714.16 (7), that the Defendants shall pay \$50,000.00 to the Attorney General in the manner instructed by the Attorney General. This amount shall be deposited into the

Consumer Education and Litigation Fund referred to in Iowa Code § 714.16C. This amount is suspended but will become immediately due and owing if the Plaintiff proves, by a preponderance of the evidence, that a Defendant violated any of the provisions of this Consent Judgment relating to Injunctive Relief (Section I, Paragraphs 12, 13 and 14) or Monetary Relief (Section II, Paragraphs 15 and 16).

### III. OTHER PROVISIONS

17. **IT IS FURTHER ORDERED** that the Defendants shall immediately refrain from selling, renting, sharing, transferring, making available for use by others, or making any other for-profit use whatsoever of the names and/or other identifying or personal information of all consumers with Iowa addresses they solicited or with whom they transacted business. This permanent injunction is entered against the Defendants pursuant to the authority of Iowa Code § 714.16 (7).

18. **IT IS FURTHER ORDERED** the Defendants shall notify all their current principals, partners, members, employees, independent contractors, agents, representatives, subsidiaries, and assigns of this Consent Judgment, including without limitation the prohibited activities outlined within the “injunctive relief” section of this Consent Judgment, within one week of the entry of this Consent Judgment.

19. **IT IS FURTHER ORDERED** that the Defendants shall comply with reasonable requests from the Attorney General for information relating to compliance with this Consent Judgment.

20. **IT IS FURTHER ORDERED** that nothing contained in this Consent Judgment shall be construed to waive any individual right of action by a consumer or a local, state, federal or other governmental entity.

21. **IT IS FURTHER ORDERED** that nothing herein diminishes the requirements, duties, obligations, or powers set forth in the CFA.

22. **IT IS FURTHER ORDERED** that the Attorney General's execution of this Consent Judgment and its subsequent entry by the Court constitutes a settlement, and a release of the Defendants from any and all liability for any alleged violation of the CFA and FCS that occurred prior to entry of this Consent Judgment. However, the Attorney General may seek to enforce violations of this Consent Judgment.

23. **IT IS FURTHER ORDERED** that, in addition to whatever other legal remedies may be available, a violation of this Consent Judgment constitutes a violation of the Consumer Fraud Act, Iowa Code § 714.16 (CFA), and each such violation by any of the Defendants, if established by a preponderance of the evidence in an enforcement action by the Attorney General, gives rise to all the remedies provided in the CFA.

24. **IT IS FURTHER ORDERED** that the Court retain jurisdiction to enforce this Consent Judgment.

25. **IT IS FURTHER ORDERED** that the Defendants pay court costs, if any.

The undersigned, who have the authority to consent and sign on behalf of the Defendants and the Iowa Attorney General, hereby consent to the form and contents of this Consent Judgment. The undersigned parties also agree that transmission of their signatures by facsimile and/or electronic mail shall have the same validity and enforceability as manually executed signatures.

Approved:

Date: 10-9-23

[Signature]  
Summit Software Systems, Inc.  
Defendant

By: ROBERTO S BOLIGAN  
(Print Name)  
On behalf of Summit Software Systems, Inc.

STATE OF Florida )  
                                  ) ss:  
COUNTY OF Duval )

Subscribed and sworn to by Roberto S. Boligan before the undersigned notary public in and for the state of Florida on this 9<sup>th</sup> day of October, 2023.

Notary Public in and for the State of Florida

[Signature]  




Approved:

Date: 10-9-23



Roberto Boligan, in his corporate and personal capacities  
Defendant

STATE OF Florida )  
  ) ss:  
COUNTY OF Duval )

Subscribed and sworn to by Roberto Boligan before the undersigned notary public in and for the state of FL on this 9<sup>th</sup> day of October, 2023.

Notary Public in and for the State of Florida



Approved:

Date: October 10, 2023

/s/ J. Andrew Cederdahl

J. Andrew Cederdahl  
Assistant Iowa Attorney General



State of Iowa Courts

**Case Number**  
EQCE089445

**Case Title**  
STATE OF IOWA EX REL ET AL VS SUMMIT SOFTWARE  
SYSTEMS ET AL  
**Type:** ORDER FOR JUDGMENT

So Ordered

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Paul D. Scott, District Court Judge,  
Fifth Judicial District of Iowa

Electronically signed on 2023-10-11 11:14:53