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**IN THE DISTRICT COURT OF THE SEVENTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR BONNEVILLE COUNTY**

STATE OF IDAHO, DEPARTMENT OF
FINANCE, SECURITIES BUREAU,

Plaintiff,

vs.

KYLE D. BENNETT, individually and
dba ENLIGHTENED PARADIGM and
dba FIRST TETON FINANCIAL, LLC,
and BART TED TAYLOR, individually
and dba FIRST TETON FINANCIAL,
LLC,

Defendants.

Case No. CV-12-5564

**STIPULATION AND CONSENT TO ENTRY
OF JUDGMENT REGARDING
DEFENDANT KYLE D. BENNETT**

Plaintiff, the State of Idaho, Department of Finance (“Department”), and Defendant, Kyle D. Bennett, individually and dba Enlightened Paradigm and First Teton Financial, LLC (“Bennett”), have agreed to entry of judgment against said Defendant, pursuant to the following stipulation. The Department and Bennett request this Court to enter judgment in the form and substance set forth in the Stipulated Judgment and Permanent Injunction Regarding Defendant Kyle D. Bennett (“Judgment”) filed concurrently herewith. In the event the Judgment is not

entered pursuant to this Stipulation, this Stipulation shall be of no effect whatever, and the making of this Stipulation shall be without prejudice to any party in this or any other proceeding. By signing and entering into this Stipulation, Bennett waives his rights to a hearing and/or trial on the alleged violations in the Complaint.

PLAINTIFF'S ALLEGATIONS

The Department alleges that Bennett solicited investors to invest in securities in an approximate aggregate amount of at least six hundred twenty-one thousand nine hundred ninety-nine dollars (\$621,999). Investor money was sent to a Utah company named Horizon Auto Funding, LLC (Horizon Auto), which was intended to fund loans to automobile purchasers. Bennett referred some of his insurance clients to Horizon Auto, helped them invest in it, and received compensation for these referrals. Unfortunately, Horizon Auto filed for Chapter 11 bankruptcy protection on October 12, 2011, and investors have been unable to obtain return of their invested monies.

Bennett violated the antifraud sections of Idaho's Uniform Securities Act (2004) by misrepresenting the investment and by omitting material information from the investor solicitations. Bennett was never registered with the State of Idaho or the National Association of Securities Dealers (NASD) (now known as the Financial Industry Regulatory Authority, or FINRA) as a broker-dealer, or as a broker-dealer agent. In addition, Bennett was never registered with the State of Idaho as an investment adviser or as an investment advisor representative.

STIPULATION

The Department and Defendant Kyle D. Bennett, individually and dba Enlightened Paradigm and First Teton Financial, LLC, hereby stipulate and agree to the facts, conclusions of law, terms and conditions set forth in herein.

1. Pursuant to Idaho Code § 30-14-603, Bennett agrees to the following:

a. That Bennett transacted business in Idaho as an agent of an issuer. Bennett was not registered as an agent with the Department as required by Idaho Code § 30-14-402(a). Bennett's failure to register as an agent with the Department violated Idaho Code § 30-14-402(a).

b. In the case of the securities that were offered to Idaho residents, Bennett admits that he transacted business in Idaho as an agent of a broker-dealer or of an issuer and that he failed to register as an agent with the Department as required by Idaho Code § 30-14-402(a), both in violation of Idaho Code § 30-14-402(a).

c. The Department finds that Bennett transacted business in Idaho as an investment advisor and that he failed to register as an investment advisor with the Department as required by Idaho Code § 30-14-403(a), both in violation of Idaho Code § 30-14-403(a). Bennett's failure to register as an investment advisor with the Department violated Idaho Code § 30-14-403(a). Bennett neither admits nor denies this finding.

d. The Department finds that Bennett made material misrepresentations to Idaho investors and omitted to state material facts to Idaho investors, in violation of the anti-fraud provisions of Idaho Code § 30-14-501(2). Bennett neither admits nor denies this finding.

e. The Department finds that Bennett engaged in conduct in connection with the offer, sale and purchase of securities which operated as a fraud or deceit upon investors or

prospective investors, in violation of Idaho Code § 30-14-501(3) as to each victim. Bennett neither admits nor denies this finding.

f. That Bennett will timely and fully cooperate with the Department's reasonable requests for information and documentation to establish full restitution to all Idaho investors.

g. That the Department take judgment against Bennett in the amount of four hundred seventy-six thousand eight hundred fourteen dollars (\$476,814), plus the amount of forty thousand dollars (\$40,000) constituting penalties for the violations listed in Counts One through Four of the Complaint, for a total judgment in the amount of five hundred sixteen thousand eight hundred fourteen dollars (\$516,814). In full satisfaction of this amount, Bennett will pay the total sum of eleven thousand eight hundred eighty-seven dollars and eighty cents (\$11,887.80). Of this sum, seven thousand eight hundred eighty-seven dollars and eighty cents (\$7,887.80) constitutes disgorgement of commissions received by Bennett for the unlawful sales, which the Department will provide to investors as restitution. The remaining four thousand dollars (\$4,000) represent penalties of one thousand dollars (\$1,000) for each of the four counts. In satisfaction of this amount, subject to the terms below, Bennett will make payments to the Department, as specified next, which the Department will provide to investors as restitution.

h. Beginning on January 1, 2013, and continuing every month for eleven (11) months, Bennett will pay the amount of five hundred dollars (\$500). On the twelfth month and final month, Bennett will pay the amount of six thousand three hundred eighty-seven dollars and eighty cents (\$6,387.80).

i. Bennett may prepay any payment, but will continue paying until he has paid the total sum of eleven thousand eight hundred eighty-seven dollars and eighty cents (\$11,887.80), after which his payments will cease.

j. If Bennett fails to make any payment on time, Bennett shall be immediately liable for the full amount of the restitution and penalties ordered by the court (\$516,814). Time is of the essence for such payments, and the parties specifically agree that failure to make a payment on time is a material breach of this Stipulation and the agreements embodied herein. If Bennett fails to make a payment on time, the Department may immediately commence enforcement of the Judgment. Bennett is not entitled to notice of breach by the Department. The Department will not waive or extend the payment dates for any reason, unless it chooses to do so in its sole discretion, in which case it will do so only in a writing signed by all parties.

k. Bennett will provide the Department with a complete and accurate affidavit of net worth. If Bennett fails to completely identify all assets, income, and anticipated income (such as an inheritance), or if Bennett overstates expenses or liabilities, the Department shall be entitled to rescind any satisfaction of judgment it may have filed and immediately commence collection under this Stipulation and for the full amount of the related Judgment (\$516,814), less any amounts Bennett may have paid to the Department pursuant to the Stipulation.

l. That Bennett consents to the Court's entry of the Judgment filed concurrently herewith, permanently barring Bennett from any future violations of Idaho's Uniform Securities Act and from selling or offering for sale securities in any form in the state of Idaho.

m. The Department shall not be required to provide Bennett notice of, nor shall Bennett object to, any request for a renewal of the Judgment, filed concurrently herewith, under Idaho Code § 10-1111.

n. Bennett agrees and consents that the Department may obtain credit reports as necessary to assist in collecting amounts owed under this Stipulation and associated Judgment. Bennett further agrees that the Department may obtain federal and state tax returns for the purpose of collecting sums due pursuant to this stipulation, and hereby assigns to the Department on behalf of investors all federal and state tax refunds to be applied in satisfaction of sums due hereunder. The rights granted to the Department under this paragraph will cease upon the Department filing a satisfaction of judgments as set forth in paragraph 2.b. below. These rights will reanimate and become operative in aid of paragraph 2.c. below.

o. Bennett waives any applicable statutes of limitation.

p. Bennett agrees to bear his own attorney fees and costs in this action.

2. The Department agrees to the following:

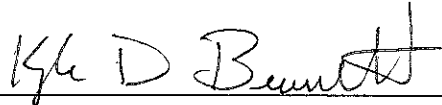
a. That Counts One through Four of the Complaint and the actions giving rise to Counts One through Four are merged into this Stipulation and the associated Judgment, and the terms of this Stipulation and the associated Judgment shall be the Department's sole remedy for the violations giving rise to the Complaint.

b. That upon receipt of the amount of eleven thousand eight hundred eighty-seven dollars and eighty cents (\$11,887.80), the Department will file a satisfaction of judgment fully satisfying the judgment amount.

c. Failure to accurately state net worth, income and expenses in the affidavit of net worth, shall entitle the Department to rescind the satisfaction of judgment and immediately commence collection efforts on the full judgment amount.

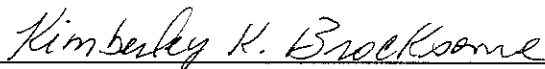
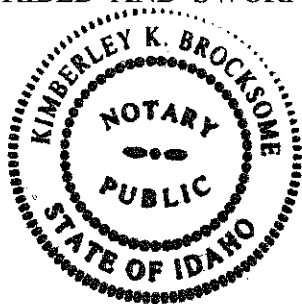
d. The Department agrees to forgo any claim for costs, attorney fees, and reimbursement for investigative efforts in this action pursuant to Idaho Code § 30-14-603(b)(2)(C).

DATED this 7 day of November, 2012.



Kyle D. Bennett
Defendant

SUBSCRIBED AND SWORN to before me this 7 day of November, 2012.



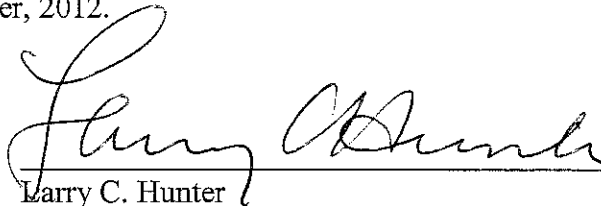
Notary Public

Residing at: Idaho Falls, ID

My Comm. Exp.: 2/22/14

APPROVED AS TO FORM AND CONTENT.

DATED this 19th day of November, 2012.



Larry C. Hunter

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHTD.

Counsel for Defendant

DATED this 20th day of November, 2012.



Marilyn T. Chastain

Securities Bureau Chief

State of Idaho, Department of Finance

CERTIFICATE OF SERVICE

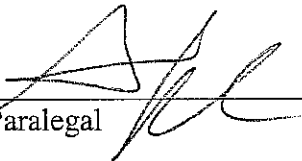
I HEREBY CERTIFY that on this 21st day of November, 2012, I served a true and correct copy of the foregoing STIPULATION AND CONSENT TO ENTRY OF JUDGMENT REGARDING DEFENDANT KYLE D. BENNETT upon the following by the designated means:

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