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Attorneys for the Defendant

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT  
OF THE STATE OF IDAHO, IN AND FOR ADA COUNTY**

STATE OF IDAHO, DEPARTMENT OF  
FINANCE, SECURITIES BUREAU,

Plaintiff,

vs.

HOME SWEET HOME, LLC,  
STREAMLINE FINANCIAL, LLC,  
MICHAEL J. BREINHOLT, an  
individual and dba HOME SWEET  
HOME, LLC and STREAMLINE  
FINANCIAL, LLC, JOHN DOE  
COMPANIES 1, 2 and 3, and JOHN DOE  
INDIVIDUALS A, B C, D, E and F,

Defendants.

Case No. CV OC 072 21972

**STIPULATION AND CONSENT TO ENTRY  
OF JUDGMENT**

Plaintiff, the Idaho Department of Finance, State of Idaho, ("Department") and Defendants above have agreed to entry of judgment against Defendants, pursuant to the following Stipulation. The Department and Defendants request this Court to enter judgment in

the form and substance set forth in the Judgment and Permanent Injunction 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, Defendants waive their rights to a hearing and/or trial on the alleged violations in the Complaint.

### **STIPULATION**

The Department and Defendants, and Four Seasons Financial, LLC, hereby stipulate and agree to the facts, conclusions of law, terms and conditions set forth in herein.

1. Defendants acknowledge that Four Seasons Financial, LLC is on notice of and has defended itself in this litigation as if it had been originally named as a Defendant, that, upon motion by Plaintiff, Defendants would not object to amending the complaint on file in this action to specifically name Four Seasons as a Defendant, and that the parties to the stipulation intend Four Seasons Financial, LLC to be included as a Defendant herein and bound by the terms of the stipulation and Order.

2. Pursuant to Idaho Code § 30-14-603, Defendants agree to the following.

A. That the Defendants made false and misleading misrepresentations to prospective investors in connection with the offer, sale or purchase of securities, and that such misrepresentations violated Idaho Code §30-14-501(2).

B. The Defendants omitted and failed to disclose material facts to prospective investors in connection with the offer, sale or purchase or securities and that such omissions and failures to disclose violated Idaho Code §30-14-501(2).

C. That Defendants issued, sold or offered for sale in Idaho securities in the form of promissory notes and investment contracts. Such securities were not registered with the Department as required by Idaho Code § 30-14-301. Defendants' failure to register such securities with the Department violated Idaho Code § 30-14-301.

D. That Defendants transacted business in Idaho as broker-dealers. No Defendant was registered as a broker-dealer with the Department as required by Idaho Code § 30-14-401(a). Defendants' failure to register as broker-dealers with the Department violated Idaho Code § 30-14-301.

E. That Defendants transacted business in Idaho as agents of broker-dealers or of issuers. No Defendant was registered as an agent with the Department as required by Idaho Code § 30-14-402(a). Defendants' failure to register as agents with the Department violated Idaho Code § 30-14-402(a).

F. To timely and fully cooperate with the Department's reasonable requests for information and documentation to establish full restitution to all Idaho investors.

G. To execute and abide by the terms of the Cooperation Agreement executed between the parties.

H. To pay to the Department the amount of five million five dollars (\$5,000,000), subject to paragraph 3.C. below, which the Department will provide to investors as restitution. Interest will accrue on the restitution amount at the rate set by Idaho Code § 28-22-104, beginning the date of entry of judgment.

I. To timely pay the sum of one thousand dollars (\$1,000.00) per month every month for a period of ten (10) years, beginning on the first day of the next month after the Judgment and Order in this case issues. When the Defendants have made all 120 monthly payments, or have

paid one hundred twenty thousand dollars (\$120,000.00) before the expiration of ten (10) years, the Department shall execute a satisfaction of judgment for the entire judgment.

J. That failure to timely cooperate as set forth in paragraphs 1.F. and 1.G. above, or failure to make each and every \$1,000 monthly payment, will be considered a violation of this Stipulation and the agreements contained herein, will render the Department's agreements hereunder void, including the covenant not to execute, and will allow the Department to proceed to execute on the Judgment.

K. That Defendants consent to the Court's entry of the judgment filed concurrently herewith, including the injunction sought by the Department in paragraph 2 of the Prayer for Relief in the Verified Complaint filed in this action.

L. To pay the Department the amount of \$240,000 as penalties, pursuant to Idaho Code § 30-14-603(b)(2)(C). Such penalties will be suspended and/or waived according to paragraph 2.C. below, unless Defendants violate the terms of this stipulation and the judgment.

M. That if Defendants fail to make any payment on time, the penalty suspension will be lifted on the date of the failure and Defendants will be liable for the penalties and the full \$5,000,000 judgment amount with accrued interest, less any amounts previously paid. Time is of the essence for such payments, and failure to make a payment on time is a material breach of this Stipulation. Failing to make a payment on time, even by one day, will allow the Department to lift the penalty suspension and the Department may immediately commence enforcement of the Judgment. Defendants are 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 and arbitrary discretion, in which case it will do so only in a writing signed by all parties.

N. Plaintiff shall not be required to provide the Defendants notice of, nor shall Defendants object to, any request for a renewal of this judgment under Idaho Code §10-1111.

O. Defendants agree to bear their own attorney fees and costs in this action.

3. The Department agrees to the following.

A. That it will not pursue Counts One through Four or the actions giving rise to Counts One through Four in any administrative or civil action against Defendants so long as Defendants comply with the terms of this Stipulation, the Judgment, and the Cooperation Agreement.

B. The Department agrees and covenants not to execute on the Judgment so long as Defendants comply with all terms of this Stipulation, the Judgment, and the Cooperation Agreement.

C. The Department will suspend the penalties of paragraph 2.L. during the ten (10) year payment period of paragraph 2.I. above. If Defendants have paid the Department the amount of one hundred twenty dollars (\$120,000) within said ten (10) year period, the Department will waive the \$240,000 in penalties and accrued interest.

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) and also agrees to forgo any additional penalties against Defendants related to this action, so long as Defendants comply with all terms of this Stipulation and the Judgment. The Department may seek costs and fees as provided by rule or statute for enforcement of the Judgment, if such becomes necessary due to Defendants' failure to comply with the terms of this stipulation and the judgment.

DATED this 10 day of July, 2008.

Michael Breinholt

Michael Breinholt

Michael Breinholt President

Streamline Financial, LLC

Michael Breinholt President

Home Sweet Home, LLC

Michael Breinholt President

Four Seasons Financial, LLC

APPROVED AS TO FORM AND CONTENT.

DATED this 10<sup>th</sup> day of June, 2008.

John A. Miller

MILLER, PURNELL & HARR

John A. Miller

Counsel for Defendants

DATED this 10<sup>th</sup> day of July, 2008.

Marilyn T. Chastain

MARILYN T. CHASTAIN,

Securities Bureau Chief

Idaho Department of Finance

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 11 day of July, 2008, I caused a true and accurate copy of the foregoing STIPULATION AND CONSENT TO ENTRY OF JUDGMENT to be served on the following by the designated means:

John Miller  
David Purnell  
MILLER AND HARR, PLLC  
101 S. Capital Blvd, Ste. 502  
Boise, ID 83702

- U.S. mail, postage prepaid
- certified mail
- overnight mail
- hand delivery

Alan Conilogue  
Deputy Attorney General  
PO Box 82720  
Boise, ID 83720-0031

- U.S. mail, postage prepaid
- certified mail
- overnight mail
- hand delivery

  
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