

CAUSE NO. 07-6629-E

STATE OF TEXAS, Plaintiff

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IN THE DISTRICT COURT

v.

148th JUDICIAL DISTRICT

ABELL MEDIATION, INC.,
ELIZABETH CORY AND
MICHAEL CORY,
INDIVIDUALLY, Defendants

NUECES COUNTY, TEXAS

AGREED TEMPORARY INJUNCTION

On this day, came on to be considered the above-entitled and numbered cause in which the STATE OF TEXAS is Plaintiff and ABELL MEDIATION, INC., ELIZABETH CORY AND MICHAEL CORY are Defendants. On December 13, 2007 Plaintiff filed suit in Nueces County District Court requesting a Temporary Injunction and Permanent Injunction.

Plaintiff STATE OF TEXAS and Defendants ABELL MEDIATION, INC., ELIZABETH CORY AND MICHAEL CORY have agreed to the entry of this Temporary Injunction as follows.

1. **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that, as used in this Injunction, the following terms are defined as follows:

- A. "Consumer" means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services;
- B. "Defendants" means ABELL MEDIATION, INC., ELIZABETH CORY AND MICHAEL CORY, their successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or

participation with them;

- C. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;
- D. "Representing", "selling", "marketing", "promoting", "distributing" or "advertising" means any type of contact with a person, consumer or entity residing in the State of Texas for the purpose of requesting, persuading, or seeking any type of contribution, sponsorship, compensation, or anything of value from said person or entity relating to any type of actual or threatened foreclosure proceeding involving real or personal property located in the State of Texas or in any other location where said Texas residents or persons own said real or personal property.
- E. "Telephone solicitation" means a telephone call initiated by a seller or salesperson to or from a person for the purpose of inducing the person to purchase, rent, claim, or receive a good or service. The term "telephone solicitation" includes a call made by a purchaser in response to a solicitation sent by mail or made by any other means, and also includes the use of automatic dialing machines or recorded message devices.
- F. "Services" means work, labor, or service purchased or leased for use, including services furnished in connection with the sale or repair of goods.
- G. "Goods" means tangible chattels or real property purchased or leased for use.

2. **IT IS FURTHER ORDERED** that Defendants ABELL MEDIATION, INC., ELIZABETH CORY AND MICHAEL CORY and any other persons in active concert or participation with them who receive actual notice of this Agreed Temporary Injunction by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or devise, shall be

restrained from engaging in the following acts or practices:

- A. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer generated materials relating to the business of ABELL MEDIATION, INC., currently or hereafter in Defendants' possession, custody or control except to assist the Defendants' attorneys in the preparation of a defense to this lawsuit or in response to further orders or subpoenas in this cause;
- B. Soliciting, mailing, contacting, selling, marketing, promoting, advertising, contracting with, or offering to assist any Texas resident or person currently residing in Texas relating to any actual or threatened foreclosure proceeding involving real or personal property, wherever located, from the date of this order and until further order of this court, except for providing services to existing, active accounts for Texas consumers;
- C. Failing to cause ABELL MEDIATION, INC., to provide, upon request, to any Texas consumer with an active account, by mail, email or facsimile, by timely delivery to the consumer's last known address or facsimile number, a written statement or similar document which details each and every contact that the Defendants have had with the homeowner's mortgage company [or mortgage company's designated agent or loan servicer] together with the date of the contact, the person and phone number contacted, the true identity of the person making the contact for ABELL MEDIATION, INC., and a description of the subject matter discussed in the contact together with the results of ABELL MEDIATION, INC.'S effort to prevent a

- foreclosure of the consumer's home or property; provided that ABELL MEDIATION, INC., agrees to provide each Texas consumer with an active account the foregoing information for each 14 day period that the consumer's account remains active, regardless of whether the consumer requests the information, or not;
- D. Failing to cause ABELL MEDIATION, INC., to actually undertake and document specific and timely actions to assist persons and consumers residing in Texas, to whom ABELL MEDIATION, INC., is currently assisting in an actual or threatened foreclosure situation;
- E. Failing to cause ABELL MEDIATION, INC., to provide and remit full and complete refunds to persons and consumers residing in Texas, to whom ABELL MEDIATION, INC, is currently assisting in an actual or threatened foreclosure, within 7 days of receiving information from any mortgage company or other source which indicates to a reasonable person that ABELL MEDIATION, INC., will not be able to fulfill the terms of its contract with the consumer or will be unable to assist the consumer from saving his or her home or other property from foreclosure;
- F. Failing to cause ABELL MEDIATION, INC., to notify persons and consumers residing in Texas, to whom ABELL MEDIATION, INC., is currently assisting in an actual or threatened foreclosure, by telephone to the consumer's last known phone number and in writing (by first class mail, fax or email based on information provided by the consumer) within 48 hours of receiving information from the consumer's mortgage company or mortgage servicer which indicates to a reasonable person that the consumer's home will be subject to a foreclosure sale;

G. Making any telephone solicitation to or from a Texas resident, other than existing, active customers, for the purpose of inducing that resident to purchase, rent, claim, or receive an item, good or service relating to any type of actual or threatened foreclosure proceeding, unless ABELL MEDIATION, INC., has first registered and posted a bond with the Texas Secretary of State pursuant to Chapters 37 & 38 of the Texas Business and Commerce Code.

3. **IT IS ALSO ORDERED** that Defendant ABELL MEDIATION, INC., provide to the attorneys for the Plaintiff, within 20 days from the date of this order, information (as complete as possible) relating to the identity, address, phone number and amount of money paid by each person or consumer residing in Texas who remitted monies to Defendant ABELL MEDIATION, INC., covering the period from inception of the operation of Abell Mediation, Inc., to the present.

4. **IT IS FURTHER ORDERED** that, no bond being required on the part of the Plaintiff, the State of Texas, this Temporary Injunction shall issue and become effective immediately.

5. **IT IS FURTHER ORDERED** that Defendants in this cause be and hereby are commanded forthwith to comply with this Order and that the Clerk of the above-entitled Court shall forthwith issue a Temporary Injunction in conformity with the law and the terms of this order.

6. **IT IS FURTHER AGREED** that the undersigned attorney for Defendants shall send a copy of this signed Agreed Temporary Injunction to the Defendants named herein, as well as all persons and entities engaged in active concert with ABELL MEDIATION, INC., who conduct business in Texas so as to give all such persons and entities actual notice of the terms of this order. It is further agreed that the undersigned attorney for Defendants will confirm in writing to the attorneys for Plaintiff that the Defendants and person/entities so named have received a copy of this signed Agreed

Temporary Injunction within 10 business days from the date this order is signed by the Court.

7. Final trial in this matter is set for the 21st day of July, 2008.

SIGNED this 28 day of January, 2008 at 10:45 o'clock A.m.

M-A J
JUDGE PRESIDING

AGREED:

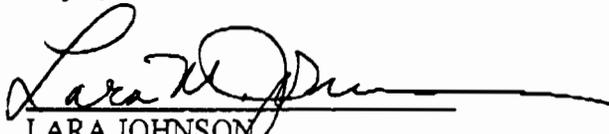
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