

sworn affidavits attached thereto that unless Defendants are immediately restrained from the acts prohibited below, Defendants will commit such acts before notice can be given and a hearing can be held on the State of Texas' request for a temporary injunction, and Defendants will continue to take money unlawfully from consumers.

4. Such injury would be irreparable because continued violations of the DTPA and Real Estate License Act may well cause many more consumers to lose their homes by deception.

5. **IT IS THEREFORE ORDERED** that Defendants GILBERT ROMO, a/k/a GILBERTO ROMO, EDWARD ALEXANDER ROMO, and PAUL GABRIEL ROMO, Individually and d/b/a NEBRAM ENTERPRISES, and their agents, servants, relatives, employees, attorneys and any other persons in active concert or participation with him who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other 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, invoices, or other written materials relating to Defendants' business which are in Defendants' possession, custody, or control except in response to further orders or subpoenas in this cause;

(b) Transferring, spending, concealing, encumbering or removing from the jurisdiction of this Court any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property (real, personal or mixed) wherever situated, belonging to or owned by, in possession of, arising out of or derived from Defendants' business operation within the State of Texas, save and except for reasonable and necessary expenditures in the ordinary course of business;

(c) Maintaining or advertising an office or business in Texas negotiating real estate transactions, until such time as Defendants have obtained a real estate broker or real estate salesperson license from the Texas Real Estate Commission;

(d) Collecting or accepting money or other consideration from consumers for the sale, exchange, purchase, rental or lease of real estate, until Defendants have obtained a real estate broker or real estate salesperson licenses from the Texas Real Estate Commission;

(e) Executing any deeds, contracts of sale, lease agreements, mortgage instruments, or any other conveyancing documents involving the sale, exchange, purchase, rental or lease of real property in the State of Texas until such time as Defendants have obtained a real estate broker or real estate salesperson license from the Texas Real Estate Commission;

(f) Accepting any future payments related to or arising in any way from the sale, exchange, purchase, rental or lease of real properties from any person until such time as Defendants have complied fully with all applicable provisions of the Texas Real Estate License Act;

(g) Accepting money or other consideration from consumers for the sale, exchange, purchase, rental or lease of real estate without first providing the proper contract documents, including, but not limited to, a warranty deed, a truth-in-lending statement, a HUD-1 Settlement Statement, and a title policy or similar document;

(h) Entering into any agreements for the sale, exchange, purchase, rental or lease of real estate at any time when Defendants do not have either the title to the property or authorization from the owner of the property to sell same;

(i) Entering into any agreement for the sale, exchange, purchase, rental or lease

of real estate without first disclosing to all prospective parties to said agreement whether or not Defendants are licensed by the Texas Real Estate Commission;

(j) Entering into any agreement for the sale, exchange, purchase, rental or lease of real estate until all moneys taken from consumers in all prior transactions, when Defendants are not licensed by the Texas Real Estate Commission, have been fully and finally refunded, with interest; and

(k) Utilizing any form promulgated by the Texas Real Estate Commission.

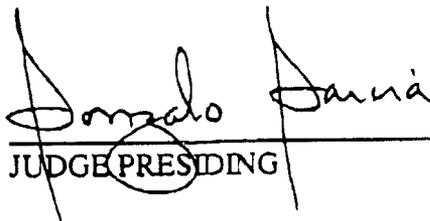
6. **IT IS FURTHER ORDERED** that WILLIAM EHRLICH, as Trustee, and any Substitute Trustee in active concert or participation with him who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall be restrained from conducting a foreclosure sale on the property at 10037 Alcan, El Paso, Texas until title to same can be resolved herein.

7. **IT IS FURTHER ORDERED** that Defendants in this cause be and hereby is commanded forthwith to comply with this Order from the date of entry until and to the fourteenth (14) day after entry or until further order of this Court, whichever is less.

8. **IT IS FURTHER ORDERED** that the Clerk of the above-entitled Court shall forthwith issue an ex parte temporary restraining order in conformity with the law and the terms of this Order. This Order shall be effective without the execution and filing of a bond as Plaintiff, State of Texas is exempt from such bond under TEX. BUS. & COM. CODE ANN. § 17.47(b).

Hearing on Plaintiff, State of Texas' Application for an Temporary Injunction is hereby set for the 7 day of April, 2006 at 1:30 o'clock, P m.

SIGNED this 29 day of March, 2006, at 10:00 o'clock, A m.



JUDGE PRESIDING