

STATE OF TEXAS, Plaintiff	§	IN THE DISTRICT COURT
	§	
v.	§	
	§	
	§	148 th JUDICIAL DISTRICT
ABELL MEDIATION, INC.,	§	
ELIZABETH CORY AND	§	
MICHAEL CORY,	§	
INDIVIDUALLY, Defendants	§	NUECES COUNTY, TEXAS

AGREED FINAL JUDGMENT AND PERMANENT 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. The parties, appearing by and through their attorneys of record, wish to make the following stipulations and agree to the entry of this Final Judgment and Permanent Injunction.

It is stipulated that the parties have compromised and settled all claims stated by Plaintiff in this cause. It is further stipulated that Plaintiff and Defendants agree to and do not contest the entry of this judgment. Defendants deny the allegations made in Plaintiff's Original Petition and deny that they have engaged in any conduct in violation of the laws of Texas, and enter into this agreed judgment in order to avoid the expense and uncertainty of litigation.

In conformance with, and for the purposes stated in the preceding paragraph, Defendants acknowledge and stipulate to the Court that they are no longer engaged in any of the business practices in Texas that were associated with the operation of ABELL MEDIATION, INC., nor any business practices in Texas defined in this judgment as foreclosure mitigation assistance.

The Court has read the pleadings and stipulations of the parties, and it appears to the Court that the parties agree to the entry of this judgment and that they have approved entry of this judgment.

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. “Foreclosure Mitigation Assistance” means participating, marketing, soliciting, or advertising for the purpose of assisting any person, consumer or entity residing in the State of Texas or who is threatened with foreclosure of real property located in Texas, or by negotiating with a property owner’s lender or loan servicing agent in attempting to avoid, delay, forestall, restructure, renegotiate or minimize the cost associated with an actual or threatened foreclosure sale of real property in exchange for remuneration. Foreclosure Mitigation Assistance does not include services performed for a bank or other organization whose activities include providing lending for home loans or brokering home loans;
- E. “Soliciting”, “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.

- F. "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.
- G. "Services" means work, labor, or service purchased or leased for use, including services furnished in connection with the sale or repair of goods.
- H. "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 Final Judgment 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. 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 for a period of two years after such records or documents were created;
- B. Engaging in Foreclosure Mitigation Assistance or the business of Foreclosure Mitigation Assistance;

- C. Owning, operating, managing, being employed by, or performing consulting or other work for any entity which engages in the business of Foreclosure Mitigation Assistance in the State of Texas;
- D. Making any telephone solicitation to a Texas resident or consumer for the purpose of inducing that resident or consumer to purchase, rent, claim, or receive an item, good or service unless Defendants have 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 Plaintiff, State of Texas, have judgment from and against Defendant ABELL MEDIATION, INC. in the amount of Seven Hundred and Fifty Thousand and No/100 Dollars (\$750,000) for restitution for Texas consumers who transacted business with and paid monies to Defendant ABELL MEDIATION, INC., which sum is for the benefit of the State of Texas, a governmental unit, and which is not compensation for any actual or pecuniary loss and which does not constitute an antecedent debt with respect to this litigation.

4. **IT IS ALSO ORDERED** that Plaintiff, State of Texas, have judgment from and against Defendant ABELL MEDIATION, INC. in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000) for civil penalties, which the Court finds are civil fines and penalties to and for a governmental unit and which is not compensation for any actual or pecuniary loss and which does not constitute an antecedent debt with respect to this litigation.

5. **IT IS ALSO ORDERED** that Plaintiff, State of Texas, have judgment from and against Defendant ABELL MEDIATION, INC. in the amount of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000) for reimbursement of the State's attorneys' fees, court costs, and investigative costs incurred in this case, which sum is for the benefit of the State of Texas, a

governmental unit, and which is not compensation for any actual or pecuniary loss and does not constitute an antecedent debt with respect to this litigation.

6. **IT IS FURTHER ORDERED** that Plaintiff, State of Texas, have judgment from and against Defendants ELIZABETH CORY and MICHAEL CORY in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00), jointly and severally, under the terms and conditions of the separate Settlement Agreement, for restitution for Texas consumers, which sum is for the benefit of the State of Texas, a governmental unit, and which is not compensation for any actual or pecuniary loss and does not constitute an antecedent debt with respect to this litigation. The funds identified in this judgment are to be remitted and paid to the State of Texas, with the notation AG#072480684 on the check, and sent to: Office of the Attorney General, Consumer Protection Division, Attention: Lara Johnson, 115 E. Travis, Suite 925, San Antonio, Texas 78205.

7. **IT IS FURTHER ORDERED** that the State shall pay restitution to Texas consumers out of the first funds received under this Judgment prior to applying said funds to penalties or attorneys' fees.

8. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Defendants, by their signatures below, hereby acknowledge notice of this Judgment and Permanent Injunction and acceptance of same; therefore, no injunctive writ need be issued. The State of Texas may enforce the Permanent Injunction through any procedure or process available under the laws of the State of Texas.

9. **IT IS FURTHER ORDERED** that all other costs of court expended or incurred in this cause be borne by the party incurring same.

10. The Clerk of this Court, in conformity herewith, shall issue all necessary writs of injunction.

11. All relief not expressly granted herein is denied. This is a final judgment.

SIGNED this 18 day of November, 2008.



JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

JEFF L. ROSE
Deputy First Assistant Attorney General

PAUL D. CARMONA
Chief, Consumer Protection and Public Health Division

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PATSY PEREZ, DISTRICT CLERK
NUECES COUNTY

Telephone: 214-706-9110

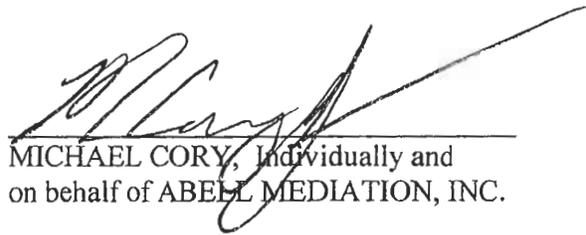
Facsimile: 214-706-9111

ATTORNEY FOR DEFENDANTS

**ABELL MEDIATION, INC., ELIZABETH CORY AND
MICHAEL CORY**



ELIZABETH CORY, Individually and
on behalf of ABELL MEDIATION, INC.



MICHAEL CORY, Individually and
on behalf of ABELL MEDIATION, INC.