## SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NASSAU

Laura Squassoni, Frances Gagliostro, Scott Farley, Cynthia Tabares, Bert Tabares, Sophia Burke, Darlene Henson, Kathie Crete, David Crete, Judy Johns, Randall Johns, Bonnie Scarborough, James Hegler, Deborah Hegler, Lorraine Boardwine, Randy Boardwine, Michael Ellis, Tina Ellis, Phillip Stanford. Shakirah Stanford, Carolyn Campbell, Andrea Niedelman, Barry Niedelman, Levi Gales, Heather Risch and Randall Witt,

Plaintiffs,

- against -

Anthony Blackwell, United Legal Solutions, Inc. (a/k/a United Solutions Corporation), United Solutions Law Firm LLC, Consumer First Corporation, Consumer First Law Group LLC, Blackwell's Attorneys LLC, Andre Day, Derrick Lafond, Jake Daloya, Kevin Quinn, Matthew Lapides, Vincent Villani, Jaime Enciso, Gabriel Katz, Jonathan Lyons, Akeem Hutchinson, Matthew Volpe, Aren Goldfaden, Jerzy Bialik, Ralphie Tarazi, and Michael Katz.

Defendants.

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Index No. 3571/2012

Justice John M. Galasso IAS Term Part 35

ORDER GRANTING : PRELIMINARY : INJUNCTION

Plaintiffs having filed their Summons and Complaint on March 20, 2012, and thereafter having filed their Motion for a Preliminary In unction on April 20, 2012, based upon the Affirmation of Jillian Rennie Stillman in support of the motion for a preliminary injunction (sworn to on March 19, 2012) and the accompanying memorandum of law;

And upon the Court having found therein that Plaintiffs have established the requisites for a preliminary injunction pursuant to §§ 349 and 350 of the

General Business Law and §§ 6301 and 6311 of the C.P.L.F.., namely (1) a likelihood of success on the merits; (2) injury as a result of Defendants' deceptive acts and false advertising and future irreparable harm; and (3) a balance of equities tipping in Plaintiffs' favor;

Now, upon the motion of attorneys for Plaintiffs,

IT IS HEREBY ORDERED that Defendants Anthony Blackwell, United Legal Solutions, Inc. (a/k/a United Solutions Corporation), United Solutions Law Firm LLC, Consumer First Corporation, Consumer First Law Group LLC, and Blackwell's Attorneys LLC ("Defendants") are enjoined from engaging in any of the following practices:

- a) Marketing, advertising, offering, selling or engaging in "Mortgage Loan Modification Services," as that term is defined herein, or aiding and abetting the marketing, advertising, offering, selling, or carrying out of those services;
- b) Marketing, advertising, offering, selling or engaging in legal representation of consumers in connection with the performance of Mortgage Loan Modification Services;
- c) Being employed by (as in-house legal counse, or otherwise), or serving as a consultant to, any person or entity that sells or carries out Mortgage Loan Modification Services;
- d) Owning, managing, operating, creating, or assisting in the creation of any entity that markets, advertises, offers, sells, or carries out Mortgage Loan Modification Services;
- e) Engaging in any deceptive acts and practices or false advertising in violation of New York General Business Law § 349 or 350, including:
  - 1) Falsely promising to offer "legal representation" in connection with consumers' loan modification applications;

- Misrepresenting to consumers the nature and mechanics of Mortgage Loan Modification Services;
- Falsely promising to engage in negotiations with consumers' mortgage lenders or servicers;
- 4) Misrepresenting the progress of lc an modification applications;
- 5) Falsely representing that consumers are certain to receive a reduction in mortgage interest rates and/or a reduction in mortgage principal;
- 6) Falsely representing that refunds will be issued if the offered Mortgage Loan Modification Services do not lead to a successful result:
- 7) Encouraging consumers to stop paying their monthly mortgage payments and/or to cease communications with their lenders or servicers;
- 8) Charging consumers an upfront fee for Mortgage Loan Modification Services; and
- 9) Forming a business or organizational identity or operating as a "doing business as" organization as a method of evading dissatisfied customers.

IT IS FURTHER ORDERED that for the purposes of this Order, the term "Mortgage Loan Modification Services" shall mean any service, plan or program offered or provided to a consumer in exchange for consideration that is represented, expressly or by implication, as having the effect of assisting or attempting to assist the consumer with any of the following:

- a) Negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
- b) Obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;

- c) Negotiating, obtaining, or arranging any extension of the period of time within which the consumer may cure his or her default on a dwelling loan; or
- d) Obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling.

IT IS FURTHER ORDERED that Defendants shall, upon request by Plaintiffs, provide all documentation and information necessary for Plaintiffs to verify compliance with this Order; and

IT IS FURTHER ORDERED that Plaintiffs be permitted to convert the bond secured pursuant to this Court's March 20, 2012 Order to Show Cause into a bond on terms that would satisfy the foregoing; and

IT IS FURTHER ORDERED that Plaintiffs shall serve of a copy of this Order pursuant to C.P.L.R. § 2103(b) or (c) upon Defendants or their attorneys,

by 5 p.m. on the 2

Zday of Ma

, 2012.

ENTERED:

Dated: May 15, 2012

Hon. John M. Galasso, LS.C.