

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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CONNIE CULLIVER, SHANNON CAREY, ROBERT :
CRON, CONSTANCE DOUGLAS, CHRISTOPHER :
AND KIMBERLY DUNCAN, BEVRILIN AND :
TRAVIS EASON, GREG ELLINGTON, BARBARA :
AND PAUL HAWKINS, PAULA LOPEZ AND : Index No. 23038/12
RAMONA GONZALES, ANN OSTERMAN, LLOYD :
WHITE, AND CLARICE AND RICHARD :
WILLIAMSON, :
Plaintiffs, :
-against- :
ALARCON LAW GROUP, P.C., ALARCON LAW :
FIRM, P.C., ALARCON & ASSOCIATES, P.C., :
R.M.A. LEGAL NETWORK, AND RORY M. :
ALARCON :
Defendants. :
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**STIPULATION OF
TEMPORARY RESTRAINING
ORDER**

WHEREAS, on December 4, 2012, Plaintiffs Connie Culliver, Shannon Carey, Robert Cron, Constance Douglas, Christopher and Kimberly Duncan, Bevrilin and Travis Eason, Greg Ellington, Barbara and Paul Hawkins, Paula Lopez and Ramona Gonzales, Ann Osterman, Lloyd White, and Clarice and Richard Williamson (“Plaintiffs”) commenced the above-captioned action (the “Action”) and, on December 26, 2012, filed an application for a preliminary injunction pursuant to §§ 6301 and 6311.

WHEREAS, the parties to the Action have agreed to adjourn the January 16, 2013 hearing on Plaintiffs’ Order to Show Cause in order to engage in settlement negotiations;

IT IS HEREBY STIPULATED AND AGREED, by and between counsel for the undersigned parties, as follows:

1. Until Plaintiffs' application for a preliminary injunction is ruled upon by the Court, Defendants are temporarily restrained and enjoined, either directly or through any third-party, from:

- (a) Marketing, advertising, offering, selling, or engaging in "Mortgage Loan Modification Services," as that term is defined herein, with respect to new clients or aiding and abetting the marketing, advertising, offering, selling, or carrying out of those services with respect to new clients, including but not limited to using or lending his name to such services;
- (b) Marketing, advertising, offering, selling, or engaging in legal representation of consumers in connection with the performance of Mortgage Loan Modification Services with respect to new clients;
- (c) Marketing or advertising Mortgage Loan Modification Services in any media including via direct mail, the Internet, radio, television, and/or any telemarketing or "cold-calling" mechanisms;
- (d) Being employed by (as in-house legal counsel or otherwise), or serving as a consultant to, any person or entity that sells or carries out Mortgage Loan Modification Services, except for Existing Entities. Existing Entities as used herein is defined as Alarcon Law Group, P.C., Alarcon Law Firm, P.C., Alarcon & Associates, P.C., and R.M.A. Legal Network;
- (e) Owning, managing, operating, creating, or assisting in the creation of any entity that markets, advertises, offers, sells, or carries out Mortgage Loan Modification Services except for Existing Entities serving existing clients;
- (f) Serving as a principal, director, manager, or owner of any entity which engages in Mortgage Loan Modification Services except for Existing Entities; pursuant to this provision, Defendants will not charge or accept any new fees from Mortgage Loan Modification Services.

2. Defendants will not engage in any deceptive acts and practices, false advertising, or any other acts in violation of New York General Business Law §§ 349 or 350, New York Real Property Law 265-b or any other New York or Federal laws.

3. Defendants will not provide Mortgage Loan Modification Services to any new clients or advertise such services. As to Internet advertising of Mortgage Loan

Modification Services, websites for the Existing Entities as well as websites created and/or maintained by Defendants, shall cease to contain information regarding Mortgage Loan Modification Services, other to state that no new clients will be accepted, within 7 days.

4. 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:

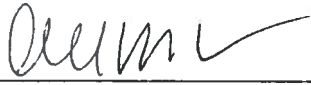
- (a) Negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
- (b) Obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer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

5. The time for Defendants to respond to Plaintiffs' Order to Show Cause for a Preliminary Injunction is stayed until February 25, 2013, with any reply thereto due by March 6, 2013. The Court will hear oral argument on the Plaintiffs' Order to Show Cause on March 13, 2013.

6. Execution of this stipulation by Defendants is not an admission to any allegation in the Complaint.

Dated: New York, New York
January 16, 2013

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NETWORK

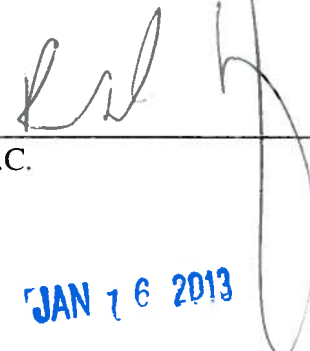
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Attorneys for Plaintiffs

SO ORDERED:



J.S.C.

JAN 16 2013

SO ORDERED

Hon. Richard Velasquez