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SUPREME COURT OF THE STATE OF NEW YORK
KINGS COUNTY

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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 :
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.

Index No. 23038/12

STIPULATION AND ORDER
GRANTING PERMANENT
INJUNCTION

KINGS COUNTY CLERK
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2013 MAY 21 AM 10:11

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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") against Defendants Alarcon Law Group, P.C., Alarcon Law Firm, P.C., Alarcon & Associates, P.C., R.M.A Legal Network, and Rory M. Alarcon ("Defendants") and, on December 26, 2012, filed an application for a preliminary injunction pursuant to CPLR §§ 6301 and 6311.

WHEREAS, all parties to the Action have agreed to adjourn the March 13, 2013 hearing on Plaintiffs' Order to Show Cause in order to engage in settlement negotiations;

2013 MAY 21 AM 10:11

Now, upon the agreement of the undersigned Counsel for Plaintiffs and the undersigned Counsel for the Defendants,

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

1. The Defendants are permanently enjoined from:
 - (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) 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;
 - (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;
 - (f) Allowing any person, including licensed mortgage brokers or distressed property consultants, to market or advertise Mortgage Loan Modification Services on behalf of any business of which he is a principal, owner, director, or manager, in any media including via direct mail, the Internet, radio, television, and/or any telemarketing or "cold-calling" mechanisms;
 - (g) Allowing any other party, including licensed mortgage brokers or distressed property consultants to use his name or business in conjunction with that other party's marketing, advertising, offering, selling, or engagement of Mortgage Loan Modification Services;
 - (h) Serving as a principal, director, manager, or owner of any entity which markets, advertises, offers, sells, or engages in Mortgage Loan Modification

Services; pursuant to this provision, Defendants will not accept any profits gained from Mortgage Loan Modification Services; and

- (i) Engaging in any deceptive acts and practices or false advertising in violation of New York General Business Law §§ 349 or 350, including:
 - (i) Falsely promising to offer "legal representation" in connection with consumers' loan modification applications;
 - (ii) Misrepresenting to consumers the nature and mechanics of Mortgage Loan Modification Services;
 - (iii) Falsely promising to engage in negotiations with consumers' mortgage lenders or servicers;
 - (iv) Misrepresenting the progress of loan modification applications;
 - (v) Falsely representing that consumers are certain to receive a reduction in mortgage interest rates and/or a reduction in mortgage principal;
 - (vi) Falsely representing that refunds will be issued if the offered Mortgage Loan Modification Services do not lead to a successful result;
 - (vii) Encouraging consumers to stop paying their monthly mortgage payments and/or to cease communications with their lenders or servicers;
 - (viii) Charging consumers an upfront fee for Mortgage Loan Modification Services in violation of Real Prop. Law § 265-b; and
 - (ix) Forming a business or organizational identity or operating as a "doing business as" organization as a method of evading dissatisfied customers.

2. 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.

Upon the agreement of the undersigned Counsel for Plaintiffs, the Defendants, and the undersigned Counsel for the Defendants,

IT IS FURTHER ORDERED that Counsel for Plaintiffs are authorized to enforce the terms of this Stipulation and Permanent Injunction. If Plaintiffs or Counsel for Plaintiffs become aware that any Defendant, or any company, corporation or agent of the Defendants, is engaging or has engaged in Mortgage Loan Modification Services in violation of this permanent Injunction, Counsel for Plaintiffs shall provide written notice describing the alleged activities to:

Furman Kornfeld & Brennan, LLP
A. Michael Furman
61 Broadway, 26th Floor
New York, New York 10006

Albanese & Albanese, LLP
Hyman Hacker
1050 Franklin Avenue
Garden City, New York 11530

With a copy to:
Rory Alarcon, Esq.
140 Fell Court, Suite 202
Hauppauge, New York 11788

Within ten (10) business days of receipt of the written notice, the Defendant(s) suspected of violating this Permanent Injunction must provide a written explanation to Counsel for Plaintiffs detailing why the alleged activities did not or do not violate this Permanent Injunction. If such Defendant(s) fails/fail to provide a written explanation within ten (10) days, or if Counsel for Plaintiffs, in their sole discretion, deem the explanation inadequate, Plaintiffs may immediately commence an action to enforce this Permanent Injunction and this Stipulation and to seek entry of an order against Defendant(s) for civil contempt of court.

Dated: New York, New York

February 21, 2013

FURMAN KORNFELD & BRENNAN LLP

By: 
A. Michael Furman

61 Broadway, 26th Floor
New York, New York 10006
Tel: (212) 867-4100

Attorneys for Defendants
ALARCON LAW FIRM, P.C. and RORY M.
ALARCON WITH RESPECT TO WORK
PERFORMED FOR ALARCON LAW FIRM

McDERMOTT WILL & EMERY LLP

By: 
Stephen J. Riccardulli

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New York, New York 10173-1922
Tel: (212) 547-5400

Attorneys for Plaintiffs

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Albanese & Albanese, LLP

Lawyers' Committee for Civil Rights Under Law

By: *Hymah Hacker*
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By: *Linda M. Mullenbach*
Linda M. Mullenbach*

1050 Franklin Avenue
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1401 New York Avenue, NW, Suite 400
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Attorney for Defendants
ALARCON LAW GROUP, P.C., ALARCON & ASSOCIATES, P.C., R.M.A. LEGAL NETWORK AND RORY M. ALARCON WITH RESPECT TO WORK PERFORMED FOR ALARCON LAW GROUP, P.C., ALARCON & ASSOCIATES, P.C., AND R.M.A. LEGAL NETWORK

Attorneys for Plaintiffs
PRO HAC VICE MOTION PENDING

SO ORDERED:

[Signature]

HON. RICHARD VELASQUEZ, J.S.C.

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McDermott Will & Emery

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Strategic alliance with MWE China Law Offices (Shanghai)

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April 12, 2013

BY HAND DELIVERY

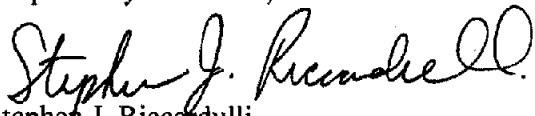
Hon. Richard Velasquez
New York Supreme Court Kings County
306 Adams Street
Brooklyn, New York 11201

Re: *Culliver, et al. v. Alarcon Law Group, P.C., et al.*, Index No. 23038/12

Dear Judge Velasquez:

Enclosed is a joint Stipulation and Order Granting Permanent Injunction executed on behalf of all parties, and which the parties are requesting be So Order by the Court. We appreciate your attention to this matter.

Respectfully submitted,


Stephen J. Riccardulli

Enclosure

cc: Hyman Hacker, Esq. (by Email)
A. Michael Furman, Esq. (by Email)

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U.S. practice conducted through McDermott Will & Emery LLP.

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