

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR DADE COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,

vs.

**LINCOLN LENDING SERVICES, LLC., a
Florida limited liability company, and
RITA GOMEZ, individually and as
Manager of Lincoln Lending Services, LLC.**

Defendants.

THE ORIGINAL
FILED ON:

MAR 27 2009

IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL.
Case No. 09-22973 CA 24

AGREED ORDER FOR TEMPORARY RELIEF

THIS CAUSE is before the Court upon the application of the Plaintiff, the **OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LEGAL AFFAIRS STATE OF FLORIDA**, for Preliminary Relief pursuant to Chapter 501, Part II, Florida Statutes.

Plaintiff has filed a Complaint against Defendants **LINCOLN LENDING SERVICES, LLC., a Florida limited liability company, and RITA GOMEZ, individually and as Manager of Lincoln Lending Services, LLC.**, (hereinafter collectively referred to as Defendants”). Subsequent to the filing of the Complaint and Emergency Motion for Preliminary Relief, the Parties have agreed to the following terms and conditions of an Order for Preliminary

Relief.

Pursuant to the stipulation of the Parties, it is hereby

ORDERED AND ADJUDGED as follows:

1. That the named Defendants, and their agents, representatives, designees, and corporate officers and other representatives, as well as anyone in joint control of the following records or information, are hereby enjoined from removing, destroying, concealing, altering or disposing of, in any manner, any documentation or records located on the Defendants personal or corporate premises, or located elsewhere but pertaining to the corporate Defendant's activities, including but not limited to the books and records, financial or otherwise, memoranda, bank statements, checks, computer or electronic data or meta-data, processed records, client files, correspondence, notes, telephone messages, solicitation scripts and any and all other business records. The Defendants shall immediately disclose to Plaintiff the location of any and all current or past client files.
2. That the named Defendants shall allow inspection and copying of any of the above described records at the discretion of the Plaintiff upon twenty four hours notice to Defendants defense counsel.
3. That the Defendants, individually and/or by or through their spouses, trustees, agents, relative, employees or other persons or entities (including but not limited to: Lincoln Financial Services II LLC, Lincoln Financial Services, LLC and Lincoln Financial Services - Weston, LLC and through any d/b/a or fictitious name, in any way connected with Defendant Gomez, who act under, by, through or on behalf of any or all of them are hereby ENJOINED from engaging in any type of consumer-debt related services or mortgage modification related services, whether

secured or unsecured; from representing and/or soliciting through any form of advertisement (including oral communication), either directly or indirectly, that offer, provide or otherwise render any type of consumer-debt related or mortgage modification related services, whether secured or unsecured; and from accepting, receiving or otherwise obtaining payment from consumers for any type of consumer-debt related or mortgage modification related services, whether secured or unsecured, until further order of this Court. It is the intent of this provision that this restriction is subject to reconsideration upon a showing by the Defendants that the relationship between the Defendants and attorneys Raymond Beitra and Rosy Aponte (and the entities of Florida Foreclosure Law Center, LLC. and R. Aponte & Associates, P.L.L.C.) comply with the ethical rules, regulations, standards and ethical considerations of the Florida Bar and that substantial efforts have been expended by the Defendants and by the above named attorneys and entities, prior to the execution of this order to provide the large majority of Defendants customers with the services promised in their advertisements and contractual agreements.

4. That the Defendants are enjoined from having consumers sign releases or waivers in order to obtain refunds of monies paid for any type of debt or mortgage related services. No waiver or release to the effect that a refund will be given only if the consumer agrees not to provide information to, or file a complaint with, any state, local or governmental agency shall be enforced by the Defendants and the Defendants shall forthwith inform each of their consumer clients that have executed said waivers / releases, in writing, that such waivers or releases are not valid and Defendants shall make no effort to enforce them. Defendants are to provide the Plaintiff with a copy of any and all such waivers / releases forthwith, along with a copy of the notice withdrawing same.

5. Defendants are to provide the Plaintiff forthwith with a complete list of all past and present debt relief or mortgage related clients, along with their addresses and phone numbers. This section would apply to those clients obtained by the Defendants subsequent to the effective date of F.S. 501.1377.
6. That the Defendants shall provide forthwith copies of any and all contracts or agreements between themselves and attorneys Raymond Beitra and Rosy Aponte (and the entities of Florida Foreclosure Law Center, LLC. and R. Aponte & Associates, P.L.L.C.).
7. That the Defendants shall disclose to the Plaintiff forthwith the identity and location of any and all business or personal bank accounts, investment accounts or money market accounts in their name and/or under their individual or joint control.
8. That the Defendants shall not dissipate any of the funds located the accounts described in paragraph 7, except to pay reasonable living expenses of Defendant Gomez and the actual and reasonable business expenses of Lincoln Lending, or to provide consumer refunds as required under paragraph 9. Defendants shall not dissipate or encumber any personal or real property in their names, individually or jointly with another.
9. That the Defendants shall immediately refund to consumers any and all monies accepted for foreclosure related rescue services prior to the completion or performance of said services. This refund would apply to those consumers obtained by the Defendants subsequent to the effective date of F.S. 501.1377. These refunds would include but not be limited to those monies collected as part of a forensic analysis of the consumers' loans and financial situation. These refunds shall not be conditioned upon the execution of any waiver, release or contractual restriction on the part of the consumer, except as otherwise approved by Plaintiff. This provision will not apply to

those consumers who, as of the date of this agreed injunction, have been granted a mortgage loan modification through the efforts of the Defendants. Defendants shall provide Plaintiff within 30 days, and within every 30 days thereafter, the names and addresses of those consumers to whom refunds have been paid during that period. All such refunds shall be made within 90 days of the execution of the present order.


10. That the Defendants, individually and/or by or through their spouses, trustees, agents, relative, employees or other persons or entities (including but not limited to: Lincoln Financial Services II LLC, Lincoln Financial Services, LLC and Lincoln Financial Services - Weston, LLC and through any d/b/a or fictitious name, in any way connected with Defendant Gomez, who act under, by, through or on behalf of any or all of them are hereby ENJOINED from making any false statement to the press or to consumers relating to whether or when the Defendants will be allowed to reopen, conduct business or continue mortgage rescue or re-modifications services for any or all current clients. For the purposes of this section, the Parties stipulate that there is absolutely no indication or information that would support a statement that the Defendants will be allowed to resume operations at any time in the future.

11. Nothing herein shall be deemed or construed as an admission on the part of the Defendants.

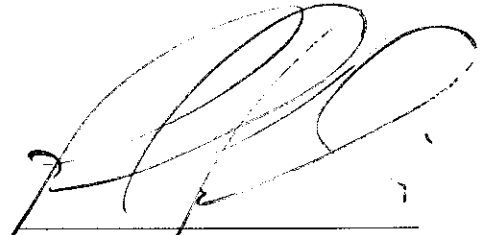
THE PARTIES hereby affirm and attest to their agreement to the terms and conditions of the present Agreed Order for Temporary Relief.

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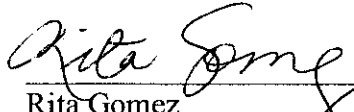
End of Injunction Order / Signature Page follows.



Frank Smith, Esq.
Infante, Zumpano, Hudson &
Miloch, LLC
500 South Dixie Highway, Suite 302
Coral Gables, Florida 33146
FBN: 69681
Attorney For Defendants
Date: 3-27-09



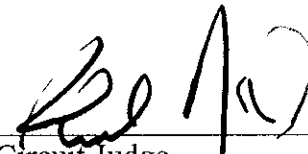
Robert R. Julian, Esq.
South Florida Bureau Chief
Economic Crimes Division
Office of the Attorney General
110 SE 6th Street, Tenth Floor
Fort Lauderdale, FL 33301
FBN: 262706
Date: 3/27/09



Rita Gomez
Individually and as Manager of
Lincoln Lending Services, LLC.

Date: 3/27/09

DONE AND ORDERED in Chambers in Miami, Dade County, Florida this 27th day of
MARCH, 2009.



Circuit Judge
Ronald Drenick
Circuit Court Judge

cc: Robert R. Julian, Esq.
Frank Smith, Esq.