

STATE OF TEXAS, Plaintiff

IN THE DISTRICT COURT

v.

\_\_\_\_\_ JUDICIAL DISTRICT

FORECLOSURE ASSISTANCE  
SOLUTIONS, LLC., J.W.W. SERVICES,  
INC., ADOLFO QUINTERO, JOHN  
WOODRUFF AND HERB ZERDEN  
INDIVIDUALLY, Defendants

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**408th**

BEXAR COUNTY, TEXAS

**EX PARTE TEMPORARY RESTRAINING ORDER**

Plaintiff, State of Texas, has filed its Original Petition in this cause seeking a Temporary and Permanent Injunction against FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF and HERB ZERDEN (“Defendants”), and in the same petition has presented its request for an Ex Parte Temporary Restraining Order. The Court FINDS that Defendants may be violating §§17.46(a) and (b) of the Texas Deceptive Trade Practices-Consumer Protection Act, TEX. BUS. & COM. CODE ANN. § 17.41 *et. seq.* (DTPA) and TEX. BUS. COM. CODE ANN. §38.101(a) and § 38.107. It appears from facts set forth in the Plaintiff’s Original Petition and the exhibits and sworn affidavits attached thereto, that unless Defendants are immediately restrained from the acts prohibited below, Defendants will commit such acts before notice can be given and a hearing can be held on the State of Texas’ request for a Temporary Injunction. Furthermore, Defendants will continue to use deceptive tactics and misrepresentations and may well dissipate and secrete their assets before a Temporary Injunction hearing can be held and a final judgment for restitution can be rendered. Such injury would be irreparable because continued violations of the DTPA may well cause more consumers to lose

money through deceptive transactions. Given the likelihood of dissipation of Defendants' assets prior to rendition of a final judgment, the possibility of restitution for consumers will be remote unless an order freezing certain assets is granted.

1. **IT IS THEREFORE ORDERED** that Defendants **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF** and **HERB ZERDEN**, their officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, including **R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P.,** and **AGR GROUP, INC.,** and all financial institutions such as **Bank of America<sup>1</sup>, Washington Mutual<sup>2</sup>, Orange County's Credit Union<sup>3</sup>, Fifth Third Bank (of Cincinnati, Ohio)<sup>4</sup>, AM South Bank<sup>5</sup> and Wells Fargo Bank<sup>6</sup>** holding money or assets of any kind in the name and/or for the benefit of the above-named Defendants, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation,

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<sup>1</sup>*Known* accounts at Bank of America subject to this order include, but are not limited to, account numbers [REDACTED] standing in the name of Foreclosure Assistance Solutions, L.L.C., and account number [REDACTED] [or [REDACTED]] standing in the name of TRS, and account number [REDACTED] standing in the name of R.A.I.L. Limited Partnership. L.L.L.P., and possibly account number [REDACTED] standing in the name of Adolfo Quintero.

<sup>2</sup>*Known* accounts at Washington Mutual subject to this order include, but are not limited to account number [REDACTED] standing in the name of J.W.W. Services, Inc.

<sup>3</sup>*Known* accounts at Orange County's Credit Union subject to this order includes, but is not limited to, account number [REDACTED] in the name of John Woodruff.

<sup>4</sup>*Known* accounts at this bank subject to this order include, but are not limited to account number [REDACTED] standing in the name of Herb Zerden.

<sup>5</sup>There are accounts in AM South Bank standing wholly or partly in the name of Herb Zerden.

<sup>6</sup>*Known* accounts in this bank subject to this order include, but is not limited to account number [REDACTED] standing in the name of Adolfo Quintero.

subsidiary, division, or other devise, shall be restrained from engaging in the following acts or practices:

- A. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, dissipating, distributing, or allowing the transfer, removal, withdrawal or encumbering from any financial institution or from any other entity or location or from the jurisdiction of this Court, any money, cash, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in possession or custody of, standing in the name of, or claimed by Defendants without further order of this Court;
- B. Opening or causing to be opened any safe deposit boxes or storage facilities titled in the name of Defendants or subject to access, ownership or control by Defendants, without providing Plaintiff and the Court prior notice by motion seeking such access.

2. **IT IS ALSO ORDERED** that Defendants **FORECLOSURE ASSISTANCE SOLUTIONS,L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF** and **HERB ZERDEN**, their officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, including **R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P.,** and **AGR GROUP, INC.** are prohibited from transferring, spending, encumbering, withdrawing, or removing any sum of money from any accounts, assets or property referenced in paragraph 1 of this Order or from any other such account(s) and assets where monies or proceeds from the operation of **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C.** have been used, placed, deposited, transferred, invested or commingled; however, Defendants **ADOLFO QUINTERO, JOHN WOODRUFF** and **HERB ZERDEN** are not prohibited from

expending monies for reasonable living expenses and attorney fees from other assets standing in their names which have not and do not contain monies or proceeds from the operation of **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P.,** and **AGR GROUP, INC.** or from monies earned by them or their family members by virtue of other employment or business ventures wholly unrelated to the operation of **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P., MAYAN ENTERPRISE, L.L.C.** and **AGR GROUP, INC.**

3. **IT IS ALSO ORDERED** that if any of the parties, persons, or entities referenced in this order agree in writing, through their authorized representatives or counsel, to specify that certain assets be or remain frozen and/or that certain assets be released from the asset freeze ordered herein, pending the completion of any scheduled Temporary Injunction hearing, then such parties or entities may do so. **It is ORDERED** that any bank, financial institution, person, or other entity holding funds in the name of or for the benefit of any party, person, or entity referenced in this order, shall comply with any written directive relating to the freezing or unfreezing of any bank account or asset referenced in this order, without further order of this court pending any scheduled Temporary Injunction hearing, provided such written directive is signed by an Assistant Attorney General representing the State of Texas and an authorized representative or attorney of such Defendant, person or entity with custody or control of the bank account or asset involved.

4. **IT IS FURTHER ORDERED** that Defendants **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF** and **HERB ZERDEN**, their officers, agents servants, employees, attorneys and any

other persons in active concert or participation with them, including **R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P., MAYAN ENTERPRISE, L.L.C.,** and **Matt Judkin**, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall be restrained from engaging in the following acts or practices:

- A. Transferring, concealing, 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 Defendants currently or hereafter in Defendants' possession, custody or control except in response to further orders or subpoenas in this cause;
- B. Entering into agreements to represent consumers in the State of Texas without providing a detailed written list to each consumer of the specific methods and actions Defendants will actually use to assist consumers in preventing foreclosure of their home prior to receiving any money or compensation from consumers;
- C. Representing to a consumer, expressly or by implication, that foreclosure on their home is or is not imminent without providing written proof from the entity which threatened or initiated foreclosure which substantiates such representation;
- D. Failing to provide and timely deliver to consumers a weekly written statement or similar document which details each and every contact that the Defendants have had with the homeowner's mortgage company [or mortgage company's designated agent] together with the date and time of the contact, the person and phone number contacted, the identity of the person making the contact for Defendants, and the precise request and specific result of the request relating to preventing the consumer's home or property from being foreclosed upon;

- E. Representing, expressly or by implication, that Defendants can assist consumers in preventing foreclosure of their property or that Defendants can assist consumers with paying any arrearage on any mortgage or obtain new financing for them so as to prevent foreclosure unless Defendants actually undertake and document specific and continuous actions to so assist consumers commencing within one business day of receipt of funds from any consumer paying for such services;
- F. Failing to provide and remit full and complete refunds to consumers within 48 hours of receiving information from any mortgage company or other source which indicates to a reasonable person that Defendants will not be successful in assisting the consumer from saving his or her home or other property from foreclosure;
- G. Failing to notify consumers orally and in writing within 48 hours of receiving information from any mortgage company which indicates to a reasonable person that Defendants will not be successful in assisting the consumer from saving his or her home or other property from foreclosure;
- H. Making any telephone solicitation to or from a person for the purpose of inducing the person to purchase, rent, claim, or receive an item 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.
- I. Taking any fee or any type of consideration from consumers for the purpose of assisting them in any fashion relating to any threatened or pending foreclosure proceeding without providing the specific type and amount of assistance represented orally and/or in writing to said consumers.

5. **IT IS FURTHER ORDERED** that Defendants **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF** and **HERB ZERDEN** advise any financial or brokerage institution, escrow agent, title company, storage facility, commodity trading company, business entity or person maintaining or having custody or control of any account or other asset of Defendants, including any assets of **R.A.I.L. LIMITED PARTNERSHIP and L.L.L.P., MAYAN ENTERPRISE, L.L.C.** to within five (5) business days of the date of service of this Order, provide to counsel for the Plaintiff and the Defendant/account holder a statement or letter setting forth:

- A. The identification of each account or asset titled in the name, individually or jointly, of Defendants, or held on behalf of, or for the benefit of, Defendants;
- B. The balance of each such account, or a description and estimated value of such assets, as of the close of business on the day on which this Order is served, and, if the account or other asset has been closed or removed, the date closed or removed, the total funds removed in order to close the account, and the name of the person or entity to whom such account or other assets was transferred or remitted; and
- C. The identification of any safe deposit box or storage facility that is in the name individually or jointly of Defendants or is otherwise subject to access or control by Defendants.

6. **IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that, as used in this Judgment, 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. "Defendant(s)" means **FORECLOSURE ASSISTANCE SOLUTIONS, L.L.C., J.W.W. SERVICES, INC., ADOLFO QUINTERO, JOHN WOODRUFF and HERB ZERDEN** their successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them including **R.A.I.L. LIMITED PARTNERSHIP, L.L.L.P., MAYAN ENTERPRISE, L.L.C., and Matt Judkin;**

C. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;

D. "Representing", "selling", "marketing", "promoting", "distributing" or "advertising" means any type of contact with a person or entity for the purpose of requesting, persuading, or seeking any type of contribution, sponsorship, compensation, or anything of value from said person or entity for any reason whatsoever, including use of the Internet.

E. "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.

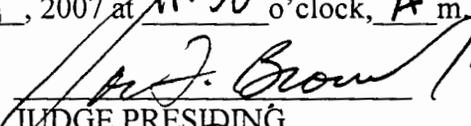
7. **IT IS FURTHER ORDERED** that Plaintiff shall be granted leave to take telephonic, video, written, and other depositions with a Request for Production of any party, person or witness prior to any scheduled temporary injunction hearing and prior to Defendants' answer date upon reasonable shortened notice to Defendants or their attorneys, if known.

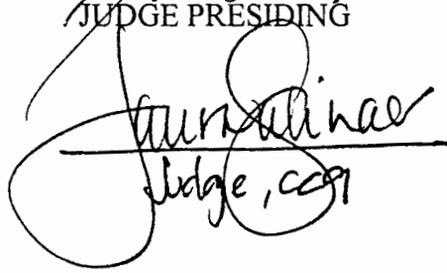
8. **IT IS FURTHER ORDERED** that Defendants in this cause be and hereby are commanded

forthwith to comply with this Order from the date of entry until and to the fourteenth (14) day after entry or until further order of this Court, whichever is less.

9. The Clerk of the above-entitled Court shall forthwith issue an ex parte temporary restraining order in conformity with the law and the terms of this Order. This Order shall be effective without the execution and filing of a bond as Plaintiff, State of Texas is exempt from such bond under TEX. BUS. & COM. CODE ANN. §17.47(b).

10. Hearing on Plaintiff, State of Texas' Application for a Temporary Injunction is hereby set for the 27<sup>th</sup> day of Sep, 2007, at 9:00 o'clock A. M.

SIGNED this 13<sup>th</sup> day of Sept, 2007 at 11:30 o'clock, A m.  
  
JUDGE PRESIDING

  
Judge, COJ

