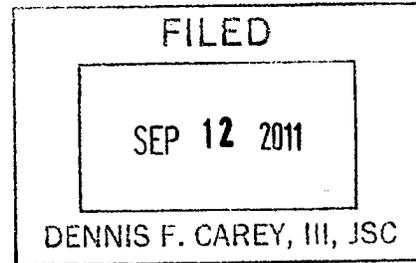


PAULA T. DOW
ATTORNEY GENERAL OF NEW JERSEY
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, New Jersey 07102
Attorney for Plaintiffs

By: James R. Michael
Janine Matton
Deputy Attorneys General
(973) 693-5055



PAULA T. DOW, Attorney General of the
State of New Jersey, and THOMAS R.
CALCAGNI, Acting Director of the New
Jersey Division of Consumer Affairs,

Plaintiffs,

vs.

A&E MORTGAGE COMPANY, L.L.C, aka
COLONY FINANCIAL SERVICES L.L.C.,
DARRIN JENNINGS, YVONNE
STRICKLAND, WAYNE CARLESS,
REGINALD PRICE, COMPLETE TITLE,
L.L.C., NICHELLE JENNINGS, PREMIER
REAL ESTATE APPRAISAL SERVICES,
INC., DARRYL C. HAYMON, HAMMOND
APPRAISAL SERVICE, L.L.C., ADRIENNE
ALI, DANIEL ISIWELE, NOVLET
LAWRENCE aka NOVLET LAWRENCE-
HOO, WILLIAM SORIANO, LG'S
BUSINESS SERVICES, L.L.C., ELIZABETH
GREENLEE, MARCIA CLARK, ANTHONY
CLARK AND JOHN AND JANE DOES 1-10
Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION- ESSEX COUNTY
DOCKET NO. ESX-L-4814-08

Civil Action

CONSENT JUDGMENT AS TO
DEFENDANT YVONNE STRICKLAND

WHEREAS the parties to this Action are Plaintiffs PAULA T. DOW, Attorney
General of the State of New Jersey ("Attorney General") and THOMAS R. CALCAGNI,
Acting Director of the New Jersey Division of Consumer Affairs,
("Division")(collectively "Plaintiffs") and Defendants A&E Mortgage Company, L.L.C,

Darrin Jennings, Yvonne Strickland, Wayne Carless, Reginald Price, Complete Title, L.L.C., Nichelle Jennings, Premier Real Estate Appraisal Services, Inc., Darryl C. Haymon, Hammond Appraisal Service, L.L.C., Adrienne Ali, Daniel Isiwele, Novlet Lawrence, William Soriano, LG'S Business Services, L.L.C., Elizabeth Greenlee, Marcia Clark and Anthony Clark.

WHEREAS, as evidenced by their signatures below, Plaintiffs and Defendant Yvonne Strickland ("Settling Defendant") (collectively "Parties") have agreed to a resolution of Plaintiffs' claims against Settling Defendant in this action, and consent to the entry of this Consent Judgment ("Consent Judgment") and its provisions setting forth the terms of the resolution, without trial or adjudication of any issue of fact of law, and without admission of any liability or wrongdoing of any kind.

**WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
AS FOLLOWS:**

PART ONE: DEFINITIONS

1. Unless otherwise specified, the following definitions shall apply:
 - a. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.
 - b. "Settling Defendant" means Defendant Yvonne Strickland.
 - c. "Order" means this Consent Judgment.
 - d. "Effective Date" means the date this Order is entered by the Court.
 - e. "Including" means without limitation.
 - f. The use of the singular form of any word includes the plural and vice versa.

- g. "CFA" means the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.
- h. "NJRICO" means the New Jersey Racketeer Influenced and Corrupt Organizations Act, N.J.S.A. 2C:41-1 et seq.
- i. "Licensed Lenders Act" means the New Jersey Licensed Lenders Act, N.J.S.A. 17:11C-1 et seq.
- j. "Merchandise" shall be defined in accordance with N.J.S.A. 56:8-1(c) and/or N.J.A.C. 13:45A-9.1 and includes, but is not limited to, mortgage loan modification assistance or foreclosure relief services.
- k. "New Jersey" shall refer to the State of New Jersey.
- l. "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).
- m. "Servicer" means any beneficiary, mortgagee, trustee, loan servicer, loan holder, or other entity that performs loan or credit account administration or processing services and/or its authorized agents

PART TWO: COMPLIANCE WITH THE LAW

- 2. Settling Defendant shall comply fully with all Federal and State laws, including but not limited to the New Jersey CFA, the New Jersey RICO statute, and the Licensed Lenders Act.

PART THREE: INJUNCTIVE RELIEF

- 3. Settling Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business and shall comply with such State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended, including

the CFA, NJRICO and the Licensed Lenders Act, and all regulations of the Department of Banking and Insurance.

4. Settling Defendant shall provide on an annual basis on or before May 15 of each year, for a period of five (5) years from the date of entry of this Consent Judgment, or until the sum set forth in paragraph 7 is paid in full, whichever is ^{earlier} ~~later~~, a written certification to the Plaintiffs, which is true and accurate and sworn to under penalty of perjury, setting forth in detail the following information:

[Handwritten signature]

- a. Settling Defendant's then current residence address, mailing addresses, and telephone numbers;
- b. Settling Defendant's then-current employment status (including self-employment), including the name, address, and telephone numbers of each business that Settling Defendant is affiliated with, employed by, or performs services for; a detailed description of the nature of the business; and a detailed description of Defendant's duties and responsibilities in connection with the business or employment;
- c. Any changes in Settling Defendant's name or use of any aliases or fictitious names within ten (10) days of the date of such change; and
- d. Attach copies of her 1040 Income Tax return, including Schedules and Forms, and Forms W-2, 1099 and K-1;
- e. Said written report and documents shall be sent via overnight or registered mail to:

Jennifer Micco, Supervising Investigator
Office of Consumer Protection
Division of Consumer Affairs
124 Halsey Street - 7th Floor

P.O. Box 45025
Newark, NJ 07101

5. Settling Defendant shall continue to cooperate with the Plaintiffs in their litigation and investigation of matters related to the Amended Complaint. Settling Defendant agrees to respond to any reasonable requests by Plaintiffs for documents or information in a timely and complete manner, and agrees to make herself available for interviews by representatives of Plaintiffs upon reasonable notice to Settling Defendant. Such cooperation shall include, without limitation and without subpoena:

- a. Voluntary production of all documents or other tangible evidence requested which has not already been produced to Plaintiffs;
- b. Voluntary and prompt attendance at all proceedings at which the Settling Defendant's presence and/or testimony is requested by Plaintiffs, where Settling Defendant shall give voluntary forthright and complete testimony; and
- c. Voluntary forthright and complete responses to all inquiries from Plaintiffs to the Settling Defendant.

PART FOUR: MONETARY RELIEF

6. The Parties have agreed to a Settlement of the Action in the amount of ~~Forty Six~~ ^{Twenty-Two} Thousand Dollars (~~\$46,000~~ ^{22,000}) (the "Settlement Amount"). ~~Eleven Thousand Dollars (\$11,000) shall be paid as follows. Five thousand Dollars~~ ^{with in 60 days of Effective Date.}
7. ~~Twenty Three~~ ^{Five} Thousand Dollars (~~\$23,000~~ ^{\$5,000}) of the Settlement Amount shall be paid in annual installments of ten percent (10%) of Settling Defendant's net income, payable starting on May 15, 2012, and annually thereafter on May 15 of each year until the balance is paid off in full.

8. The payments referenced in paragraph 7 shall be made by wire transfer or certified or cashier's check made payable to "New Jersey Division of Consumer Affairs" and shall be forwarded to:

Office of Consumer Protection
Division of Consumer Affairs
Attn: Case Management Tracking Unit
124 Halsey Street - 7th Floor
P.O. Box 45025
Newark, NJ 07101

9. Upon making the payments referenced in paragraph 7, Settling Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

10. For a period of two years from the Effective Date, the ~~Twenty-Three~~ ^{Eleven} ~~Thousand Dollar (\$23,000)~~ ^{11,000} balance of the Settlement Amount, which comprises civil penalties pursuant to N.J.S.A. 56:8-13, shall be suspended and automatically vacated at the end of that period, provided:

- a. Settling Defendant complies in all material respects with the restraints and conditions set forth in this Consent Judgment;
- b. Settling Defendant timely makes all payments referenced in paragraph 7; and
- c. Plaintiffs do not uncover information that Settling Defendant made any material misrepresentation or material lack of disclosure concerning her knowledge of or involvement in the activities described in the Amended

Complaint, or with respect to any information provided to Plaintiffs in connection with the resolution of this matter; and

- d. Settling Defendant does not engage in any unlawful conduct in connection with real estate transactions.

11. In the event Settling Defendant materially fails to comply with paragraph 10, the entire Settlement Amount (~~\$46,000~~ ^{\$ 23,000} *SEM*) shall be immediately due and payable upon notice by the Plaintiffs. In any such notice, however, Plaintiffs shall provide Settling Defendant with specific details of Settling Defendant's alleged noncompliance and Settling Defendant shall be afforded a fifteen-day period within which to cure any such noncompliance. In the event of Settling Defendant's failure to cure any such noncompliance, Plaintiffs may move on notice or by Order to Show Cause to have the Judgment entered for the entire Settlement Amount, including the suspended portions. Settling Defendant shall have the right to submit opposition to any such motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date.

PART FIVE: JURISDICTION AND OTHER PROVISIONS

12. Pursuant to the CFA and NJRICO, jurisdiction of this Court over the subject matter and over the Settling Defendant for purposes of entering into and enforcing this Consent Judgment is admitted. Jurisdiction is retained by this Court for such further orders and directions as may be necessary or appropriate for the construction and modification of the injunctive provisions herein, or execution of this Consent Judgment, including punishment for any violation of this Consent Judgment. Pursuant to the CFA and NJRICO, venue is proper in this Court.

13. The Parties consent to the entry of this Consent Judgment for the purposes of settlement only and this Consent Judgment does not constitute any admission of liability or wrongdoing, either express or implied, by Settling Defendant or any other party.

14. The entry of this Consent Judgment has been consented to by Settling Defendant upon advice of counsel as her own free and voluntary acts and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and Settling Defendant consents to its entry without further notice, and avers that no offer, agreement or inducements of any nature whatsoever have been made to them by the Plaintiffs or Plaintiffs' employees to procure this Consent Judgment.

15. This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of New Jersey.

16. The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

17. This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Settling Defendant.

18. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs' claims against them or any of their bankruptcy estates, including claims or debt based on this Consent

Judgment, are dischargeable debt or claims under the United States Bankruptcy Code (including under 11 U.S.C. § 523, including 11 U.S.C. § 523 (a)(7), (a)(19)) or any other federal or state law. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any rights in bankruptcy that Settling Defendant may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

19. Settling Defendant waives the right to argue, submit, propose, seek to establish or otherwise contend before any court or tribunal that Plaintiffs are precluded, estopped or otherwise barred, by the entire controversy doctrine or in any way whatsoever, from asserting claims against them related to practices not alleged in the Amended Complaint, regardless of whether those claims arose before or after the Effective Date. This waiver is limited solely to Plaintiffs and does not constitute a waiver of any defenses that Settling Defendant may possess against third parties, even if those claims are based in whole or in part upon the claims brought by Plaintiffs in this litigation.

20. In the event that the Court shall not enter this Consent Judgment, this proposed Consent Judgment shall be of no force and effect against the Attorney General of New Jersey, the Director, or Settling Defendant.

21. Settling Defendant has, by her signature and the signature of her counsel hereto, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with entry of this Consent Judgment concerning past conduct addressed in this Consent Judgment.

22. In exchange for the consideration set forth herein, Plaintiffs agree to release Settling Defendant from civil claims or Consumer-related administrative claims, to the extent permitted by New Jersey law, which the Plaintiffs brought or could have brought prior to the Effective Date against Settling Defendant for violations of the CFA or NJRICO that relate to the allegations set forth in the Amended Complaint. The release language in this paragraph is not intended to apply to any private right of action brought by any individual or entity, or to any Federal authority, or to any other State authority for conduct not described in the Amended Complaint, including the transaction of any other business by Settling Defendant.

23. Notwithstanding any term of this Consent Judgment, the following do not comprise released claims: (a) private rights of action, provided however, that nothing herein shall prevent Settling Defendant from raising the defense of set-off against a Consumer who has received Restitution; (b) actions by the Commissioner of the New Jersey Department of Banking and Insurance to enforce any other banking or licensing laws of the State including, but not limited to, the Licensed Lenders Act, N.J.S.A. 17:11C-1 et seq., and corresponding regulations; (c) actions to enforce this Consent Judgment; (d) any claims against Settling Defendant by any other agency or subdivision of the State, including the Division of Criminal Justice; (e) claims, enforcement actions or prosecutions by any person or entity not a party to this Consent Judgment.

24. If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

25. This Consent Judgment, when fully executed and performed by Settling Defendant to a reasonable expectation of the Attorney General, will resolve all claims

against Settling Defendant that were raised in the Amended Complaint filed by the Attorney General and the Division in this action. However, nothing in this Consent Judgment is intended to, nor shall, limit the Attorney General's investigatory or compliance review powers otherwise provided by law.

26. Notwithstanding any provision of this Consent Judgment to the contrary, the Attorney General may, in her discretion, grant written extensions of time for Defendants to comply with any provision of this Consent Judgment.

27. The signatories to this Consent Judgment warrant and represent that they have read and understand this Consent Judgment, that they are duly authorized to execute this Consent Judgment, and that they have the authority to take all appropriate action required to be taken pursuant to the Consent Judgment to effectuate its terms.

28. This Consent Judgment may be executed in multiple counterparts, each of which shall be deemed a duplicate original.

29. This Consent Judgment is final and binding on the Parties, including all principals, agents, representatives, successors in interest, assigns, and legal representatives thereof. Each party has a duty to so inform any such successor in interest of the terms of this Consent Judgment. In no event shall assignment of any right, operate to relieve such party of its obligations set forth in this Consent Judgment.

30. All of the terms of this Consent Judgment are contractual and not merely recitals and none may be amended or modified except by a writing executed by all Parties hereto approved by the Court.

31. The above captioned lawsuit shall be dismissed without prejudice as to Settling Defendant. However, the Court shall retain jurisdiction over the Parties and the

matter and retain the power to order all applicable equitable remedies to ensure compliance with this Consent Judgment, including, but not limited to, contempt as provided in Paragraph 33.

32. This Consent Judgment supersedes and renders null and void any and all written or oral prior undertakings or agreements between the Parties regarding the subject matter hereof.

33. Failure to comply with any provision of this Consent Judgment shall be considered a violation of this Consent Judgment. Upon such a violation, Plaintiffs may take any and all steps available to enforce this Consent Judgment, including seeking an order of contempt. However, in the event of a dispute among the Parties regarding any issue arising hereunder, the Parties shall attempt in good faith to resolve the dispute before seeking the Court's intervention, Plaintiffs shall provide Settling Defendant with the specific details of the alleged noncompliance, and Settling Defendant shall be afforded a fifteen (15) day period within which to cure any such noncompliance. In the event of Settling Defendant's failure to cure any such noncompliance, Plaintiffs may move on notice or by Order to Show Cause to have a judgment entered for the entire Settlement Amount, including any suspended portion of that Settlement Amount. Settling Defendant shall have the right to submit opposition to any motion or Order to Show Cause application filed by Plaintiffs and to contest same on any return date. Upon being presented with evidence that the Settling Defendant has failed to materially comply with this Consent Judgment, the Court will enter judgment for the entire balance of Settling Defendant's Settlement Amount and for Plaintiffs' costs associated with investigating and litigating that noncompliance, including reasonable attorneys' fees.

34. Failure by any party to seek enforcement of this Consent Judgment pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

35. Nothing in this Consent Judgment shall preclude a right of action by any person not a party to this Consent Judgment and nothing in this Consent Judgment shall preclude Settling Defendant from asserting any defense to any action brought by a person not a party to this Consent Judgment.

36. All communications and notices regarding this Consent Judgment shall be sent by first class mail and facsimile, if twenty-five (25) pages or less in length, to:

Office of the Attorney General

James R. Michael
Deputy Attorney General
Division of Law
124 Halsey Street, 5th Floor
P.O. Box 45029
Newark, NJ 07101

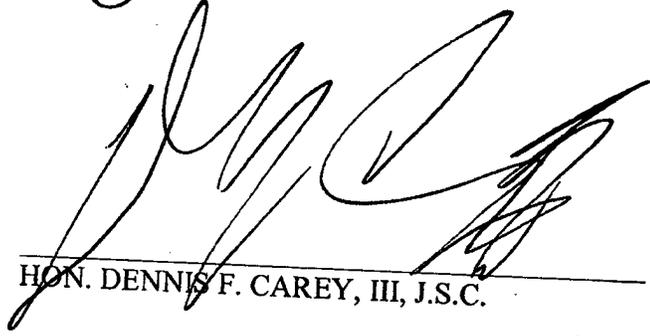
Attorney for Plaintiffs

Defendant:

Angelo W. Perrucci, Jr., Esq.
Perrucci Law Offices PC
PO Box 181
117 West Washington Avenue
Washington, New Jersey 07882

Attorney for Defendant Yvonne
Strickland

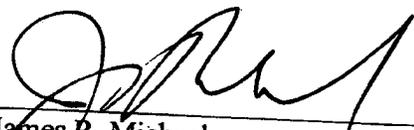
IT IS ON THIS 12 DAY OF Sept, 2011 SO ORDERED,
ADJUDGED AND DECREED.



HON. DENNIS F. CAREY, III, J.S.C.

Jointly Approved and Submitted for Entry:

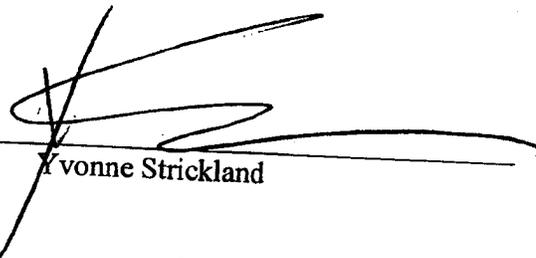
PAULA DOW
ATTORNEY GENERAL OF NEW JERSEY

By: 

James R. Michael
Deputy Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101

Dated: 9/12/11

FOR DEFENDANT YVONNE STRICKLAND:

By: 

Yvonne Strickland

Dated:

By: 

Angelo Perrucci, Jr., Esq.
Attorney for Settling Defendant

Dated: