

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
Springfield Division**

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|---|---|-------------------------------------|
| ANDREW ZIMMERMANN and |) | |
| KELLY ZIMMERMANN on behalf of |) | |
| Themselves and all other similarly situated, |) | |
| |) | |
| PLAINTIFFS, |) | |
| |) | |
| v. |) | Civil Action No. 03-CV-30261 |
| |) | |
| CAMBRIDGE CREDIT CORP, JOHN PUCCIO, |) | |
| Et al. |) | |
| |) | |
| DEFENDANTS. |) | |

**CONSENT DECREE GRANTING PRELIMINARY
INJUNCTION AND PRESERVING AND PREVENTING
ALIENATION OF DEFENDANTS' ASSETS**

The parties hereto, Class Representatives Andrew and Kelly Zimmermann (collectively "Plaintiffs") individually and on behalf of the class of consumers they represent and the Defendants John Puccio, Richard Puccio, Cambridge Credit Corp. Brighton Credit Corp. Cambridge Brighton Budget Planning Corp. ("CBBPC"), Brighton Credit Management Corp. ("BCMC"), Brighton Credit Corp of Massachusetts ("BC Mass."), Brighton Debt Management Services, Ltd., Inc. ("Brighton DMS"), Debt Relief Clearinghouse, Ltd. Inc., Cypress Advertising & Promotions Inc., First Consumer Credit Management Corporation ("First Consumer") (collectively "Defendants") represent to the Court that the Plaintiffs advised Defendants that they intended to move for the entry of an decree pursuant to Rules 64 and 65 of the Federal Rules of Civil Procedure, and the Court's inherent equitable powers preliminarily enjoining the Defendants from taking certain actions, requiring them to take certain other actions, and freezing their assets. The

Defendants and the Plaintiffs have stipulated in lieu of litigating and contesting such a motion to enter into this decree by consent. Plaintiffs are authorized by Defendants to file this document with the Court on or after February 5, 2008, for entry as a stipulated Order.

This Consent Decree (the "Consent Decree") is preliminary and not final in nature, and addresses only the Plaintiffs' claims against Defendants. It shall not act to delay any judgment, nor to restrict or replace final relief or additional preliminary equitable relief, including without limitation further injunctive relief permanent or preliminary in nature as to Defendants or other parties who are in active concert or participation with the Defendants; attachments, or the appointment of a receiver. This Court expressly reserves jurisdiction over this matter to aid plaintiffs in the execution of the judgment to be granted in this action, including but not limited to approval of class notice and the distribution of any recovery to class members.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

FINDINGS

1. As a statement of reasons for entry of this Consent Decree, the Court incorporates herein by reference the findings contained in its Opinion and Order dated January 7, 2008. Defendants do not consent to such findings, and retain any right they may possess to contest such findings on appeal and to appeal from any judgment entered. Defendants also reserve their right to seek a stay of enforcement of any judgment entered, and this consent decree shall not be deemed an admission of any liability or damages by any

Defendant. Plaintiffs reserve the right to oppose any appeal and any motion to stay enforcement, or to demand an adequate bond to secure any such stay.

2. The Court possesses inherent equitable power to afford such equitable relief, including an injunction, as the court deems to be necessary and proper.

3. The immediate entry of a preliminary injunction for purposes of insuring that real and personal property of the Defendants is not dissipated, wasted, encumbered, concealed or removed is necessary and to prevent irreparable harm to the Plaintiffs and the class they represent, and will increase the likelihood of affording equitable relief in the form of restitution to members of the class previously certified.

4. Pursuant to Federal Rule of Civil Procedure 65(d), the provisions of this Consent Decree are binding upon Defendants, their successors, and assigns, officers, agents, servants, employees, and attorneys, and upon those Persons in active concert or participation with them to transfer, conceal, dissipate, or otherwise divert the Defendants' assets. Defendants who are natural persons shall not utilize transfers to family members to exclude Property from the scope of this Order.

DEFINITIONS

For purposes of this Consent Decree, the following definitions shall apply:

1. "Assets" means any legal or equitable interest in, right to, or claim to, any real or personal property or anything else having a monetary value, including, without limitation, funds, vehicles, boats, certificates of title, accounts with any Financial Institution, chattels, choses in action, chattel paper, claims, causes of action, goods, instruments, equipment, fixtures, general intangibles, leaseholds, mail or other deliveries, inventory, checks, notes, accounts, credits, contracts, receivables, shares of stock, membership

interests in any LLC, inheritances, options, contractual rights, interests in any trust, Documents, art, collectibles, furnishings, jewelry, personal effects and all cash or money, wherever located, and shall include both existing Assets and Assets acquired after the date of entry of this Consent Decree. Further, the definition of Assets shall include all books, records, computer files, databases and other information that may be utilized to determine the existence of Assets, liabilities, or the location of property.

2. "Financial Institution" means any bank, savings and loan institution, credit union, or any financial depository of any kind, including but not limited to any brokerage house, institutional trustee, broker-dealer, escrow agent, title company, or commodity trading company, located or doing business in this country or abroad.

3. "Person" means any natural person, any entity formed existing or recognized under any body of law as a legal entity, and any unincorporated association or other organization including, but not limited to, any proprietorship, partnership, company, firm, corporation, joint venture, society, association, trust, or government agency or unit, and any other group or combination acting as an entity.

4. "Property" shall mean Assets, things or property of any and every kind whatsoever that is or are (1) owned, controlled or held by or for the benefit of any Defendant, in whole or in part; (2) in the actual or constructive possession of an Defendant; (3) held by an agent of any Defendant, including as a retainer for the agent's provision of services to either or both of them; or (4) owned, controlled or held by, or in the actual or constructive possession of, or otherwise held for the benefit of, any corporation, partnership, trust, or other entity directly or indirectly owned or controlled

by any Defendant, including assets that have been transferred to other Persons or entities but as to which assets such Persons or entities do not have a legitimate claim.

CONSENT DECREE

I. INJUNCTION AGAINST ALIENATION OF ASSETS

A. IT IS HEREBY ORDERED that Defendants, their successors and assigns, and their officers, agents, servants, employees and affiliates, and all Persons in active concert or participation with them, who receive notice of the entry of this Consent Decree, whether acting directly or indirectly or through any corporation, subsidiary, division, trust or other device, are hereby *restrained and enjoined from taking the following actions pertaining to any Property without express Court approval of the expense, including without limitation expenses contained in the budget referred to in section II below, including without limitation all of those properties listed on Appendix I hereto:*

1. Transferring, liquidating, converting, loaning, gifting, bonussing encumbering, selling, concealing, pledging, hypothecating, assigning, spending, withdrawing, disbursing, conveying, dissipating, or otherwise disposing of any Property; and

2. Moving Property or any other Asset outside of the United States and outside of the specific state or county jurisdiction in which it is presently located, however delivery of payments of money to a creditor of a consumer under an existing DMP shall not be construed to violate this provision; and

3. Opening or causing to be opened any account with any Financial Institution, safe deposit box, commercial mail box, or storage facility (I) titled in the name of any Defendant, or corporation, partnership, or other entity directly or indirectly

owned or controlled by any Defendant, or (2) subject to access by any Defendant, or any corporation, partnership, or other entity directly or indirectly owned or controlled by any Defendant.

4. Paying any debt beyond that payment amount required to satisfy any pre-existing periodic payment obligation in order to avoid default, late charges or penalties,

5. Failing to preserve, spoliating, disposing of, or deleting any document or record reflecting financial activity of any Defendant;

6. Damaging or permitting waste to any Property;

7. With respect to any dispute with any Person, either:

a. Compromising or settling any claim or cause of action;

b. Satisfying any judgment other than the judgment granted in this action;

c. Failing to defend or permitting entry of default as to any pending action as to which a response is required to preserve any existing defense;

d. Failing to preserve any claim which may be extinguished by any applicable statute of limitations;

9. ***Provided further, that*** nothing in this Consent Decree shall (1) prohibit any corporate Defendant from paying its employees their normal salaries, except for any Defendants who may receive salaries as provided in subparagraph B(2) below, (2) prohibit any corporate Defendant from paying any non-Puccio related vendor for services actually performed or goods actually purchased and delivered; (3) prohibit and Defendant from paying its attorneys' and accountants' fees within the budget approved by the Court;

or (4) prohibit Defendants CBBPC and BCMC from paying fees for services to defendant First Consumers within the budget approved by the Court.

B. IT IS FURTHER ORDERED that Defendants, their successors and assigns, and their officers, agents, servants, employees, and affiliates, and all Persons in active concert or participation with them, who receive notice of the entry of this Consent Decree, whether acting directly or indirectly or through any corporation, subsidiary, division, trust or other device, are hereby *restrained and enjoined from taking the actions set forth below both (1) prior to a determination by the Court that Defendants have completed and provided the accounting required by Paragraph II of this Consent Decree , and (2) in excess of the amount budgeted in such accounting and approved by the Court for such actions*. The prohibited actions are:

1. Defendants shall not spend money or incur credit or debit card charges or loans or cash advances which exceed in amount the ordinary course of business budgets evaluated and approved by the Court under paragraph II below. This provision applies to credit or debit cards or loans issued in the name, singularly or jointly, of any Defendant, corporation, partnership, or other entity directly or indirectly owned or controlled by any Defendant.

2. Paying to John and Richard Puccio any salary, distribution or money in excess of any amount approved by the Court in connection with the accounting required by Paragraph II of this Consent Decree.

II. ACCOUNTING/BUDGET

A. IT IS FURTHER ORDERED that each Defendant shall:

1. Within two (2) business days following entry and electronic service of this Consent Decree, provide to the Court a budget representing anticipated average monthly salary or income/expenses to be considered by the Court as received/incurred in the ordinary course of business and which the Defendant considers should not be construed to violate this Consent Decree; and

2. Within five (5) business days of any material change in the information required above, or any other material change to the budget or financial condition of a Defendant, provide the Plaintiffs with an amended financial statement to reflect such change. Increases in expenses incurred under any budget approved by the Court shall require approval of the Court; and

3. A full accounting, verified under oath and accurate, of all Property not listed on Appendix 1 held in the United States or in any other country in any form whatsoever, jointly or singly, including Assets held: (1) for their benefit; (2) in trust by or for them, individually or jointly, or in trust for any of their immediate family members including their wives, parents, and children; or (3) under their direct or indirect control. Such accounting shall include as Property all residences and/or offices of any Defendant; shall identify designated representative(s) of any Defendant responsible for compliance with this Consent Decree; the names, addresses, and telephone numbers of all Financial Institutions, Persons or other custodians holding any Property, the name of the account representative, and the account numbers and balances as of December 31, 2007.

4. ***Provided further, that*** prior to the Court's approval of any Defendant's budgets, the Plaintiffs shall be afforded an opportunity to challenge the accuracy of the income and the necessity and reasonableness of the requested expenses submitted.

III. MONITORING

IT IS FURTHER ORDERED that the Plaintiffs are granted leave, pursuant to Federal Rule of Civil Procedure 53(b), to nominate for appointment by the Court a Person with sufficient professional competence to fulfill the following duties: (1) monitor the financial condition, income and expenditures of the Defendants, and (2) protect and secure all Property from waste, dissipation, hypothecation and/or transfer while this Consent Decree is in effect. Such person shall be referred to hereafter as the "Monitor".

Defendants are ordered to fully and completely cooperate with the Monitor, and to promptly comply with all requests for Documents or information from the Monitor, Defendants shall direct all Financial Institutions with which they have accounts to direct all periodic account statements to their designated accountant, and shall direct him to provide the Monitor with originals of all periodic account statements generated in the normal course of business by the Financial Institution within three business days of receipt, and to provide the Monitor with such copies of past statements as the Monitor may specify. In the event that Defendants' accounts and account activity may be viewed electronically, Defendants' designated accountant may, at his option, cause the Monitor to have such access, and if such access provides the Monitor with comparable information to periodic financial statements, the Monitor may authorize Defendants' designated accountant to cease forwarding such statements as long as electronic access to the accounts is available.

A. The Monitor shall have the authority and Defendants' consent to investigate and confirm Defendants' compliance with this Consent Decree by means of

informal ex parte interviews with, and written document requests delivered to any and all Persons believed to have relevant information, including any Defendants and/or their designated representatives. The Monitor may present a true copy of this Order as evidence of its investigative authority and of the Defendants' consent to authorize such interviews and document requests.

B. In the event that the Monitor (1) believes a violation of this Consent Decree has or may have occurred, or (2) is not satisfied that responses to informal investigations to confirm compliance with this Consent Decree, or (3) fails to regularly receive periodic statements for each account they own as requested, or (4) fails to receive confirmation of the status of any Property accounted for, the Monitor shall provide Defendants' counsel and designated accountant written notice to cure within two business days, failing which, the Monitor may issue subpoenas or conduct depositions of Defendants or of third parties or take such other actions as the Monitor may deem necessary to further investigate a Defendant's compliance with this Consent Decree.

C. In the event this Consent Decree is violated by any Defendant, the Monitor is directed to bring such violation to the attention of the Court by motion seeking appropriate relief or findings in the Monitor's discretion.

D. The Monitor may seek by motion such additional powers as it deems reasonably necessary to fulfill its obligations hereunder.

E. The Monitor may retain counsel, as needed, including Class Counsel, for the purpose of performing any duty that requires legal assistance or representation. Such counsel may be compensated at their normal and reasonable hourly rates for comparable services.

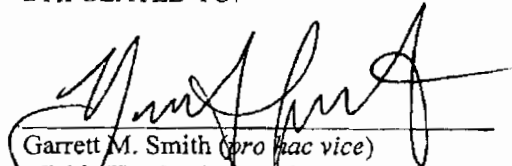
F. The Monitor shall be compensated at the normal hourly rates it charges to Courts or agencies of the United States Government for its services rendered herein. It shall submit its invoices to the Court for approval on a quarterly basis. It and its agents and attorneys shall apply to the Court for approval of their fees, which shall be paid by the Defendants.

Given the Court's findings on the issue of liability, the Court finds pursuant to Rule 65(c) that a security in the amount of \$10.00 is proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained.

This Consent Decree shall remain in effect until modified by the Court.

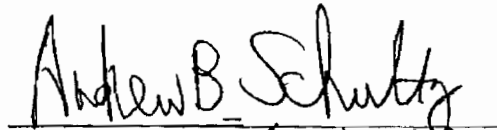
It is So Stipulated and Ordered.

STIPULATED TO:



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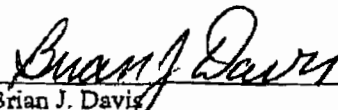
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Southfork Asset Management Corp.*

ENTERED:



MICHAEL A. PONSOR
United States District Judge

Date: Feb. 15, 2008