

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
RETIREMENT VALUE, LLC, <i>ET AL.</i>	§	TRAVIS COUNTY, TEXAS
<i>Defendants,</i>	§	
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET. AL.</i>	§	
	§	
<i>Third-Party Defendants</i>	§	126 th JUDICIAL DISTRICT

**RECEIVER’S MOTION FOR APPROVAL OF
 SETTLEMENTS WITH CERTAIN THIRD-PARTY DEFENDANTS**

TO THE HONORABLE JUDGE OF SAID COURT.

COMES NOW Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC, and files this Motion for Approval of Settlements with Third-Party Defendants Scott Barnard, Valerie Barnard, IGB Financial, Kip Hartman and Gary Oliver (“Defendants”) as follows:

The Receiver has reached settlement agreements with the above-referenced Defendants. In each instance, the Defendant has agreed to repay all or a negotiated percentage of the commissions they received from Retirement Value to the Receiver. Each Defendant has also agreed to turn over all documents relating to Retirement Value and cooperate in the investigation by the Receiver or the State of Texas. The Defendants and Receiver also agree to full and complete mutual releases of all claims.

The settlement agreements are attached for each of the following Defendants:

Exhibit A	Scott Barnard, Valerie Barnard and IGB Financial	\$ 5,000.00
Exhibit B	Kip Hartman	\$11,300.00

Exhibit C Gary Oliver
TOTAL:

\$15,000.00
\$ 31,300.00

Defendants Scott Barnard, Valerie Barnard, IGB Financial, Kip Hartman and Gary Oliver were served with process and answered in this cause. Upon the Court's approval of its settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendants Scott Barnard, Valerie Barnard, IGB Financial, Kip Hartman and Gary Oliver with prejudice.

This Court previously approved a contingency fee for the Receiver's counsel with respect to these claims. A settlement statement showing the gross recovery, the amount of attorneys' fees, and the net proceeds payable to the Receiver is included immediately behind each settlement agreement. In summary, the fees are 37.5% for each settlement involving a cash payment.

Each settlement is contingent upon the approval of this Court.

Full payments have not yet been received from Kip Hartman. The Receiver has not and will not agree to settle with Kip Hartman until his payment has been received. The Receiver asks that the Court go ahead and approve the terms of Kip Hartman's settlement, but condition that approval on the payment actually being made.

PRAYER

The Receiver prays that the Court approve the attached settlements and the distribution of the proceeds and request such other and further relief to which he may be justly entitled.

Respectfully submitted,



R. James George, Jr.
State Bar No. 07810000

John W. Thomas
State Bar No. 19856425
John R. McConnell
State Bar No. 24053351
George, Brothers, Kincaid & Horton, L.L.P.
114 W Seventh, Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 499-0094

ATTORNEYS FOR RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been forwarded to all counsel of record herein by:

- U.S. Mail, First Class (as to Ackels, Lanahan, Williams, and D'Agostino only)
- Certified Mail (return receipt requested)
- Facsimile
- Federal Express Delivery
- Hand Delivery
- Electronic Service

on this the 5th day of February, 2013, to wit:

<p>Geoffrey D. Weisbart Mia L. Storm WEISBART SPRINGER HAYES, LLP 212 Lavaca Street, Suite 200 Austin, Texas 78701 (512) 652-5780 (512) 682-2074 fax gweisbart@wshllp.com madams@wshllp.com jblair@wshllp.com COUNSEL FOR THE CEN INTERVENORS</p>	<p>Jack Hohengarten TEXAS ATTORNEY GENERAL Financial and Tax Litigation Division 300 W. 15th Street, Sixth Floor Austin, Texas 78711-2548 (512) 475-3503 (512) 477-2348 fax jack.hohengarten@texasattorneygeneral.gov COUNSEL FOR THE STATE OF TEXAS</p>
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<p>Eric J. Taube HOHMANN TAUBE & SUMMERS, LLP 100 Congress Avenue, Suite 1800 Austin, Texas 78701 (512) 472-5997 (512) 472-5248 fax erict@hts-law.com COUNSEL FOR THE O'NEILL INTERVENORS</p>	<p>Henry J. Ackels ACKELS & ACKELS, LLP 3030 LBJ Freeway, Suite 1550 Dallas, Texas 75234 (214) 267-8600 (214) 267-8605 fax henry@ackelslaw.com COUNSEL FOR THIRD PARTY DEFENDANTS MILKIE/FERGUSON INVESTMENTS, MILKIE AND AIZEN</p>
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Unofficial copy Travis County Clerk Velda L. Price

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<p>Todd A. Marquardt MARQUARDT LAW FIRM 11919 Jones Maltsberger San Antonio, Texas 78216 (210) 320-8800 (210) 247-9396 fax todd@marquardtlawfirm.com COUNSEL FOR THIRD PARTY DEFENDANT JAMES STRIZAK</p>	<p>Farr, A. Chasnoff McLean Pena Clayton Matheson AKIN GUMP STRAUSS HAUER & FELD LLP 300 Convent Street, Suite 1500 San Antonio, Texas 78205 (210) 281-7000 (210) 224-2035 fax bchasnoff@akingump.com mpena@akingump.com cmatheson@akingump.com ATTORNEYS FOR SOCIETY AND CORPORATION OF LLOYD'S</p>

<p>Sam L. Hensley P.O. Box 155 2415 Hwy 16N Bandera, Texas 78003 (830) 796-8247 sam.hensley@sbcglobal.net PRO SE</p> <p>Valarie and Scott Barnard 822 Steubing Oaks San Antonio, Texas 78258 Scottbarnard37@yahoo.com PRO SE</p>	<p>Merritt N. Spencer STRASBURGER & PRICE, LLP 720 Brazos Street, Suite 700 Austin, Texas 78701-2974 (512) 499-3600 (512) 499-3660 fax merritt.spencer@strasburger.com ATTORNEYS FOR THIRD PARTY DEFENDANT SEAN E</p>
<p>Cleveland R. Burke HOHMANN TAUBE & SUMMERS, LLP 100 Congress Avenue, 18th Floor Austin, Texas 78701 (512) 472-5997 (512) 472-5248 fax cleveb@hts-law.com ATTORNEY FOR JAMES AND CAROL BELLO</p>	<p>Jeff Mejia 2609 Gabrianna Court Columbia, Missouri 65203 (913) 208-4884 jeffjmejia@yahoo.com PRO SE</p> <p>Katie Hensley 160 Stephen Ct. Kyle, Texas 78640 (512) 268-0182 (512) 922-3085 cell Kjhensley2010@gmail.com PRO SE</p>
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<p>Andrew D'Agostino Harvest Planning, LLC 41 Brook Street West Sayville, New York 11796 PRO SE</p>	<p>Gary J. Lenahan 228 Crawford Street Beckley, West Virginia 25801 PRO SE</p>


John R. McConnell

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Receiver,</i>	§	
v.	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	
<i>Third-Party Defendants</i>	§	126 th JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Receiver") and Scott Barnard, Valerie Barnard, and IGB Financial whose address is 822 Steubing Oaks, San Antonio, Texas 78258 ("Defendants").

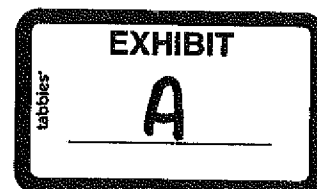
WHEREAS, Receiver asserted claims against Defendants Scott Barnard, Valerie Barnard, and IGB Financial in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* ("the Lawsuit") making claims for, among other things, indemnity, illegally selling unregistered securities, aiding and abetting the illegal sale of unregistered securities by others, and for conspiring with and aiding and abetting the officers of Retirement Value in breaching their fiduciary duties to Retirement Value; and

WHEREAS, Defendants deny having any liability for those claims; and

WHEREAS, the parties desire to avoid further litigation, preparation and expense; to terminate all past, present and potential controversies between the parties; and to compromise and settle all the parties' differences of any type, including but not limited to those asserted in the Lawsuit; and

WHEREAS, Receiver and Defendants have agreed to resolve all claims that they have or may have against each other, including, but not limited to, the claims which were or could have been asserted in the Lawsuit, without admission by any party of the merits of the claims, demands, charges, and/or contentions of the others; and

WHEREAS, Receiver and Defendants covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim which they have against each other, other than to their attorneys of record, and further warrant that the undersigned are authorized to act in the capacities indicated:



NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compromise, release, settlement, accord and satisfaction, and discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Defendants agree to pay Receiver \$5,000.00 (the "Monetary Consideration"). The payment shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Receiver, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. George & Brothers, LLP will hold the money in its trust account until the court supervising the Retirement Value receivership has approved this settlement. Once that settlement is approved, George & Brothers, LLP will send Defendants a copy of the court order approving the settlement to the address above and distribute the money in the manner approved by the court.
2. Agreement to Cooperate: Defendants agree to fully and completely cooperate, without reservation or claim of privilege, with Receiver and his attorneys in connection with any investigation they may be conducting or any lawsuit they may have filed or will file concerning Retirement Value or the events described in the Lawsuit (the "Agreement to Cooperate"). The Agreement to Cooperate includes, but is not limited to, producing any physical or electronic documents, tape recordings (whether in their possession or subject to their control) or other evidence concerning any such matters, answering questions, and giving testimony. Defendants represent that Defendants have produced all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Receiver, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701.
3. Mutual Releases.
 - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Defendants release, as set forth in Section 3.B. hereof, and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, **RELEASE, ACQUIT AND FOREVER DISCHARGE** Defendants and their heirs, successors and assigns ("Defendants Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Defendants arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

B. In return for the Receiver's release, as set forth in Section 3.A. hereof, and other good and valuable consideration, Defendants, for themselves and their respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agree to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Defendants have or have ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit, including, without limitation, any claims reflected on the schedule of claims filed in the Lawsuit or pursuant to any proof of claims filed in the Lawsuit. Defendants affirmatively release any and all claims they have against Hill Country Funding and Retirement Value, and their receivers, including any claims to receivership distributions that they may claim as investors of Hill Country Funding or Retirement Value.

C. Receiver and Defendants further fully, completely, and unconditionally release and forever discharge the Defendants Released Parties and the Receiver Released Parties, respectively, from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Defendants' intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Defendants expressly understand and agree that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement, and Receiver and Defendants shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Other Proceedings and Dismissal. Receiver and Defendants hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Defendants and Receiver each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein. Receiver agrees to present the court with an agreed order dismissing the Lawsuit against Defendants Scott Barnard, Valarie Barnard and IGB Financial with prejudice and with costs taxed against the party incurring same.
5. Non-Admission. Receiver and Defendants agree that this Agreement is a compromise settlement of a disputed claim or claims, and shall not be deemed or construed at any

time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.

6. **DEFENSE AND INDEMNITY.** Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendants Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Defendants, likewise, agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Defendants and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Defendants warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this paragraph. The right to indemnity in this paragraph is limited to Defendants Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Defendants pursuant to Paragraph 1 above.
7. **Financial Disclosure.** Concurrently with the execution of this Settlement Agreement, Defendants have provided the Receiver with a verified financial statement reflecting Defendants' recent income and Defendants' current assets and liabilities ("Verified Financials"), the form and substance of which has been reviewed and approved by the Receiver. Defendants hereby expressly acknowledge that: (i) the Receiver is relying upon the accuracy and completeness of the Verified Financials in granting the release set forth in paragraph 3.A and assuming the indemnity obligations set forth in paragraph 6 of this Settlement Agreement; (ii) that such Verified Financials constitute a material inducement for the Receiver's acceptance, execution and delivery of this Settlement Agreement; and (iii) that the Receiver's acceptance, execution and delivery hereof is expressly conditioned upon the Verified Financials' accuracy and completeness. If the Verified Financials contain a material falsehood made intentionally or with reckless disregard for the truth, then the releases contained in this Settlement Agreement shall be null and void and the Receiver shall be entitled to assert any claims he may have against Defendants or Defendants Release Parties. For purposes of this paragraph, an omission of an asset worth more than \$10,000 shall be deemed to be material and intentional.
8. **Confidentiality of Defendants' Financial Information.** The Parties agree to keep the financial information of Defendants ("Financial Information") confidential and not to disclose such information to anyone other than the Receiver, the Receiver's counsel, and their support staff, as necessary. In the event the Court requests the Financial Information, such information shall be submitted in camera for the Court's viewing only. In the event the Court requires production of the Financial Information in a manner other

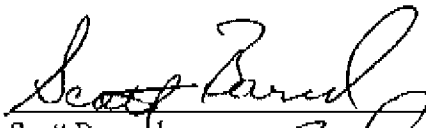
than in camera, the Receiver shall provide Defendants with prior notice so that they may object.

9. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
10. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
11. Severability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.
12. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
13. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
14. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of Defendants' or Receiver's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Defendants and Receiver agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Defendants and Receiver acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.

- 15. Other Acknowledgments. Receiver and Defendants, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.
- 16. Valid Consideration. Receiver and Defendants each agree that this Agreement is supported by good, valuable, and sufficient consideration.
- 17. Change of Facts. Receiver and Defendants understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different form than, the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Receiver and Defendants expressly accept and assume the risk of the facts proving to be so different, and each of the them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding, and not subject to termination or rescission by either of them due to any such difference in facts.
- 18. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

Date: 1-4-13



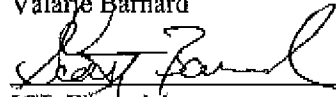
Scott Barnard

Date: 1-4-13



Valarie Barnard

Date: 1-4-13



IGB Financial
By Scott Barnard, its Vice President

THE STATE OF Florida §
§
COUNTY OF Osceola §

BEFORE ME, the undersigned authority, on this day personally appeared Scott Barnard, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE his 4 day of January 2013

Nudia Rodriguez
Notary Public, The State of Florida
NUDIA RODRIGUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE191515
Expires 7/15/2016

THE STATE OF Florida §
§
COUNTY OF Osceola §

BEFORE ME, the undersigned authority, on this day personally appeared Valarie Barnard, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that she executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4 day of January 2013

Nudia Rodriguez
Notary Public, The State of Florida

NUDIA RODRIGUEZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE191515
Expires 7/15/2016

Date: 1/8/2013

Eduardo S. Espinosa

Eduardo S. Espinosa in his capacity as Receiver
Retirement Value, LLC

THE STATE OF Texas

COUNTY OF Dallas

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BEFORE ME, the undersigned authority, on this day personally appeared Eduardo S. Espinosa known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8th day of January 2012.



Cynthia Taylor
Notary Public, The State of Texas

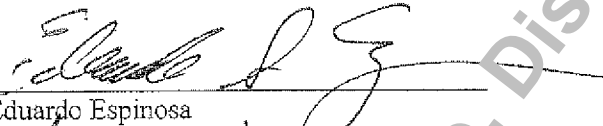
Unofficial copy Travis Co. District Clerk Yelva L. Price

SETTLEMENT STATEMENT

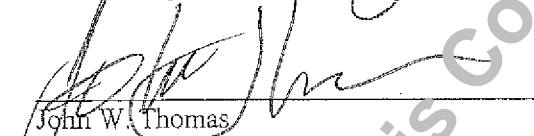
Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Defendants **Scott Barnard, Valerie Barnard** and **IGB Financial** shall be disbursed as follows:

TOTAL SETTLEMENT:	\$ 5,000.00
LESS:	
ATTORNEYS' FEES (37.5%)	\$ 1,875.00
NET PROCEEDS TO CLIENTS:	\$ 3,125.00

Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.


Eduardo Espinosa

11/8/2013
Date


John W. Thomas

11/14/13
Date

Unofficial copy Travis Co. District Clerk Verna L. Price

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,
Receiver,

v.

RETIREMENT VALUE, LLC,
ET AL.,

Defendants,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.

Third-Party Defendants

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Receiver") and Kip Hartman, whose address is 275 Sweetwater Rd., Bonners Ferry, Id 83805 ("Defendant")

WHEREAS, Receiver asserted claims against Defendant Kip Hartman in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* ("the Lawsuit") making claims for, among other things, indemnity and illegally selling unregistered securities; and

WHEREAS, Defendant denies having any liability for those claims; and

WHEREAS, the parties desire to avoid further litigation, preparation and expense; to terminate all past, present and potential controversies between the parties; and to compromise and settle all the parties' differences of any type, including but not limited to those asserted in the Lawsuit; and

WHEREAS, Receiver and Defendant have agreed to resolve all claims that they have or may have against each other, including, but not limited to, the claims which were or could have been asserted in the Lawsuit, without admission by any party of the merits of the claims, demands, charges, and/or contentions of the others; and

WHEREAS, Receiver and Defendant covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim which they have against each other, other than to their attorneys of record, and further warrant that the undersigned are authorized to act in the capacities indicated:

NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compromise, release, settlement, accord and satisfaction, and



discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Defendant agrees to pay Receiver **\$11,300.00** (the "Monetary Consideration"). The payment shall be made by sending a cashier's check made payable to "George, Brothers, Kincaid & Horton, LLP's Trust Account" to the attorney for Receiver, John Thomas at George, Brothers, Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. George, Brothers, Kincaid & Horton LLP will hold the money in its trust account until the court supervising the Retirement Value receivership has approved this settlement. Once the settlement is approved, George, Brothers, Kincaid & Horton, LLP will send Defendant a copy of the court order approving the settlement to the address above and distribute the money in the manner approved by the court.
2. Agreement to Cooperate: Defendant agrees to make himself available on phone or email to answer questions from the Receiver's attorneys during regular business hours. Defendant agrees to produce, within 30 days of the execution of this agreement, all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Receiver, John Thomas at George, Brothers, Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701, jthomas@gbkh.com.

3. Mutual Releases.

A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Defendant's release, as set forth in Section 3.B. hereof, and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Defendant and his heirs, successors and assigns ("Defendant Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Defendant arising out of or related to any matter or event, action or inaction, commission or omission whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

B. In return for the Receiver's release, as set forth in Section 3.A. hereof, and other good and valuable consideration, Defendant, for himself and his respective heirs, executors, administrators, legal representatives, successors and assigns, hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and

unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Defendant has or has ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

C. Receiver and Defendant further fully, completely, and unconditionally release and forever discharge the Defendant Released Parties and the Receiver Released Parties, respectively, from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Defendant's intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Defendant expressly understands and agrees that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement, and Receiver and Defendant shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Other Proceedings and Dismissal. Receiver and Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Defendant and Receiver each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein. Receiver agrees to present the court with an agreed order dismissing the Lawsuit against Defendant Kip Hartman with prejudice and with costs taxed against the party incurring same.
5. Non-Admission. Receiver and Defendant agrees that this Agreement is a compromise settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.
6. DEFENSE AND INDEMNITY. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Defendant, likewise, agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Defendant and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity

on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Defendant warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this paragraph. The right to indemnity in this paragraph is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Defendant pursuant to paragraph 1 above.

7. Financial Disclosure. Concurrently with the execution of this Settlement Agreement, Defendant has provided the Receiver with a verified financial statement reflecting Defendant's recent income and Defendant's current assets and liabilities ("Verified Financials"), the form and substance of which has been reviewed and approved by the Receiver. Defendant hereby expressly acknowledges that: (i) the Receiver is relying upon the accuracy and completeness of the Verified Financials in granting the release set forth in paragraph 3.A and assuming the indemnity obligations set forth in paragraph 6 of this Settlement Agreement; (ii) that such Verified Financials constitute a material inducement for the Receiver's acceptance, execution and delivery of this Settlement Agreement; and (iii) that the Receiver's acceptance, execution and delivery hereof is expressly conditioned upon the Verified Financials' accuracy and completeness. If the Verified Financials contain a material falsehood made intentionally or with reckless disregard for the truth, then the releases contained in this Settlement Agreement shall be null and void and the Receiver shall be entitled to assert any claims he may have against Defendant or Defendant Release Parties. For purposes of this paragraph, an omission of an asset worth more than \$10,000 shall be deemed to be material and intentional.
8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Severability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.
11. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.


12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied other than those contained in this Agreement and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
13. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of Defendant's or Receiver's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Defendant and Receiver agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Defendant and Receiver acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.
14. Other Acknowledgments. Receiver and Defendant, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.
15. Valid Consideration. Receiver and Defendant each agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Receiver and Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different

SETTLEMENT STATEMENT

Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Defendant **Kip Hartman** shall be disbursed as follows:


TOTAL SETTLEMENT:	\$ 11,307.50
LESS:	
ATTORNEYS' FEES (37.5%)	\$ 4,237.50
NET PROCEEDS TO CLIENTS:	\$ 7,062.50

Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



Eduardo Espinosa

1/29/13
Date



John W. Thomas

1/29/13
Date

Unofficial copy Travis Co. District Clerk Velda L. Price

CAUSE NO. D-1-GV-10-000454

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Receiver,</i>	§	
v.	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	
<i>Third-Party Defendants</i>	§	126 th JUDICIAL DISTRICT

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS ("Agreement") is made and entered into by and between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Receiver") and Gary H. Oliver, whose address is 1899 CR 3265, Mount Pleasant, Texas 75455 ("Defendant")

WHEREAS, Receiver asserted claims against Defendant Gary H. Oliver in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* ("the Lawsuit") making claims for, among other things, indemnity and illegally selling unregistered securities; and

WHEREAS, Defendant denies having any liability for those claims; and

WHEREAS, the parties desire to avoid further litigation, preparation and expense; to terminate all past, present and potential controversies between the parties; and to compromise and settle all the parties' differences of any type, including but not limited to those asserted in the Lawsuit; and

WHEREAS, Receiver and Defendant have agreed to resolve all claims that they have or may have against each other, including, but not limited to, the claims which were or could have been asserted in the Lawsuit, without admission by any party of the merits of the claims, demands, charges, and/or contentions of the others; and

WHEREAS, Receiver and Defendant covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim which they have against each other, other than to their attorneys of record, and further warrant that the undersigned are authorized to act in the capacities indicated:

NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compromise, release, settlement, accord and satisfaction, and



discharge of all claims or causes of action, known or unknown, the parties covenant and agree as follows:

1. Monetary Consideration. Defendant agrees to pay Receiver **\$15,000.00** (the "Monetary Consideration"). The payment shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Receiver, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701. George & Brothers, LLP will hold the money in its trust account until the court supervising the Retirement Value receivership has approved this settlement. Once the settlement is approved, George Brothers Kincaid & Horton, LLP will send Defendant a copy of the court order approving the settlement to the address above and distribute the money in the manner approved by the court.
2. Agreement to Cooperate: Defendant agrees to fully and completely cooperate, without reservation or claim of privilege, with Receiver and his attorneys in connection with any investigation they may be conducting or any lawsuit they may have filed or will file concerning Retirement Value or the events described in the Lawsuit (the "Agreement to Cooperate"). The Agreement to Cooperate includes, but is not limited to, producing any physical or electronic documents, tape recordings (whether in their possession or subject to their control) or other evidence concerning any such matters, answering questions, and giving testimony. Defendant represents that Defendant has produced all tape recordings, emails, letters, contracts, marketing material, cancelled checks or other physical or electronic documents concerning or relating in any way to Retirement Value by providing a copy to the attorney for Receiver, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th Street, Suite 1100, Austin, Texas 78701.
3. Mutual Releases.
 - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Defendant's release, as set forth in Section 3.B. hereof, and other good and valuable consideration, the Receiver, for himself and his respective legal representatives, successors, and assigns hereby agrees to mutually, irrevocably, unconditionally and completely, **RELEASES, ACQUITS AND FOREVER DISCHARGES** Defendant and his heirs, successors and assigns ("Defendant Released Parties"), of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Receiver has or has ever had or may now have against Defendant arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit. The release by the Receiver is expressly limited to the Defendant Released Parties; the Receiver does not release any claims he may have against GoPro Retirement Value, LLC.
 - B. In return for the Receiver's release, as set forth in Section 3.A. hereof, and other good and valuable consideration, Defendant, for himself and his respective heirs,

executors, administrators, legal representatives, successors and assigns, hereby agrees to mutually, irrevocably, unconditionally and completely, RELEASE, ACQUIT AND FOREVER DISCHARGE Receiver and his parents, subsidiaries, predecessors, successors, assigns, insurers, and legal counsel ("Receiver Released Parties") of and from any and all claims, demands, actions, liabilities, damages, losses, costs, expenses, attorneys' fees and causes of action of any nature, both past and present, known and unknown, accrued and unaccrued, foreseen and unforeseen, asserted and not asserted, discovered or not discovered whether at law, in equity or otherwise, either direct or consequential, which Defendant has or has ever had or may now have against Receiver arising out of or related to any matter or event, action or inaction, commission or omission, whatsoever that has occurred or failed to occur prior to the execution of this Agreement and all claims that were or could have been asserted by him in the Lawsuit.

C. Receiver and Defendant further fully, completely, and unconditionally release and forever discharge the Defendant Released Parties and the Receiver Released Parties, respectively, from any claim that this Agreement was induced by any fraudulent or negligent act or omission, and/or result from any actual or constructive fraud, negligent misrepresentation, conspiracy, breach of fiduciary duty, breach of confidential relationship, or the breach of any other duty under law or in equity. It is the Receiver's and Defendant's intent that on and following the execution of this agreement that they shall have no further relationship with each other, other than rights that are expressly created in this agreement. Receiver and Defendant expressly understands and agrees that the exchange of releases does not apply to actions brought by any of them to enforce the terms of this Agreement, and Receiver and Defendant shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Other Proceedings and Dismissal. Receiver and Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Defendant and Receiver each covenant and agree that they will not at any time hereafter commence, maintain, or prosecute any action at law or otherwise, or assert any claim, against the other for any actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands released herein. Receiver agrees to present the court with an agreed order dismissing the Lawsuit against Defendant Gary H. Oliver with prejudice and with costs taxed against the party incurring same.
5. Non-Admission. Receiver and Defendant agrees that this Agreement is a compromise settlement of a disputed claim or claims, and shall not be deemed or construed at any time or for any purpose to be an admission by any released party of any violation of any right, contract, statute, or common law or of any wrongdoing.
6. DEFENSE AND INDEMNITY. Receiver further agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Defendant Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by,

through, or on behalf of Receiver and arising from any claim released under this Agreement. Defendant, likewise, agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS the Receiver Released Parties from any claim or cause of action of any kind hereafter filed or made against any of them which is brought by, through, or on behalf of Defendant and arising from any claim released under this Agreement. This right of indemnity is conditioned upon prompt notice by the party claiming a right to indemnity on any such claim to the party against whom indemnity is sought and the party against whom indemnity is sought being given the right to defend the claim on which indemnity is sought. Receiver and Defendant warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this paragraph. The right to indemnity in this paragraph is limited to Defendant Released Parties and Receiver Released Parties, as herein defined, and shall not be construed as granting a right to indemnity in favor of any other entities or persons related to or affiliated with the released parties. Receiver's indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Defendant pursuant to paragraph 1 above.

7. Financial Disclosure. Concurrently with the execution of this Settlement Agreement, Defendant has provided the Receiver with a verified financial statement reflecting Defendant's recent income and Defendant's current assets and liabilities ("Verified Financials"), the form and substance of which has been reviewed and approved by the Receiver. Defendant hereby expressly acknowledges that: (i) the Receiver is relying upon the accuracy and completeness of the Verified Financials in granting the release set forth in paragraph 3.A and assuming the indemnity obligations set forth in paragraph 6 of this Settlement Agreement; (ii) that such Verified Financials constitute a material inducement for the Receiver's acceptance, execution and delivery of this Settlement Agreement; and (iii) that the Receiver's acceptance, execution and delivery hereof is expressly conditioned upon the Verified Financials' accuracy and completeness. If the Verified Financials contain a material falsehood made intentionally or with reckless disregard for the truth, then the releases contained in this Settlement Agreement shall be null and void and the Receiver shall be entitled to assert any claims he may have against Defendant or Defendant Release Parties. For purposes of this paragraph, an omission of an asset worth more than \$10,000 shall be deemed to be material and intentional.
8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions which reasonably may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Severability and Governing Law. If any single section or clause of this Agreement should be found unenforceable, it shall be severed and the remaining sections and clauses shall be enforced in accordance with the intent of this Agreement. Texas law shall govern the validity and interpretation of this Agreement.

11. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
12. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter of this Agreement. The parties expressly acknowledge and agree that no provisions, representations, or warranties whatsoever were made, express or implied, other than those contained in this Agreement and that they are not relying on any statement or communication from the other party other than those expressly contained in this Agreement in deciding to execute this Agreement. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.
13. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. Any ambiguity, doubt or question as to applicability of Defendant's or Receiver's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Defendant and Receiver agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Defendant and Receiver acknowledge (after full consideration of the consequences and after being fully advised in the premises) that the waiver and relinquishment of their respective claims contained in this agreement is full and complete, whether or not the factual basis for their respective claims or defenses are currently known to them.
14. Other Acknowledgments. Receiver and Defendant, and each of them, hereby represent and certify that they (1) have had an opportunity to read all of this Agreement; (2) have been given a fair opportunity to, and have been advised to, discuss and negotiate the terms of this Agreement by and through their legal counsel; (3) have been given a reasonable time to consider the Agreement; (4) understand the provisions of this Agreement; (5) have had ample opportunity to seek and have received advice from an attorney or other advisors regarding this Agreement or have otherwise waived their right to do so; (6) have determined that it is in their best interest to enter into this Agreement; (7) have not been influenced to sign this Agreement by any statement or representation by the other party or its legal counsel or other representative not contained in this Agreement; (8) have had sufficient time to investigate the existence of the claims and other rights hereby released and have satisfied themselves with respect to the same based upon their investigation and the advice of counsel, (9) are fully authorized to execute this agreement in the capacities in which it is executed and (10) enter into this Agreement knowingly and voluntarily without coercion, duress, or fraud.

15. Valid Consideration. Receiver and Defendant each agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Receiver and Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or of different form than, the facts now known by either of them or believed by either of them to be true as set forth in this Agreement. Receiver and Defendant expressly accept and assume the risk of the facts proving to be so different, and each of them agrees that all of the terms of this Agreement shall be, in all respects, effective and binding and not subject to termination or rescission by either of them due to any such difference of facts.
17. Multiple Counterparts. The parties agree that this Agreement may be signed in multiple counterparts, each of which shall be deemed an original for all purposes.

The Parties have executed this Agreement on the following dates:

Date: 1-22-13 Gary H. Oliver
 Gary H. Oliver

THE STATE OF TEXAS
 COUNTY OF TITUS

BEFORE ME, the undersigned authority, on this day personally appeared Gary H. Oliver, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 22 day of January 2013

Pattie M. Cates
 Notary Public, The State of _____

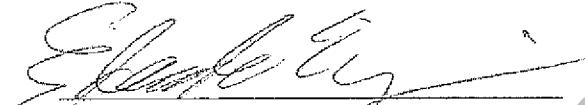


SETTLEMENT STATEMENT

Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Defendant Gary Oliver shall be disbursed as follows:


TOTAL SETTLEMENT:	\$ 15,000.00
LESS:	
ATTORNEYS' FEES (37.5%)	\$ 5,625.00
NET PROCEEDS TO CLIENTS:	\$ 9,375.00

Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



Eduardo Espinosa

1/29/13
Date



John W. Thomas

1/29/13
Date

Unofficial copy Travis Co. District Clerk Velva L. Price

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
v.	§	
	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
AND	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	
<i>Third-Party Defendants</i>	§	126 th JUDICIAL DISTRICT

ORDER ON RECEIVER'S MOTION FOR APPROVAL OF SETTLEMENTS WITH CERTAIN THIRD PARTY DEFENDANTS

This Court heard the Receiver's Motion for Approval of Settlement with Third-Party Defendants Scott Barnard, Valarie Barnard, IGB Financial, Kip Hartman and Gary Oliver on the ____ day of _____, 2013. The Court is of the opinion that the motion is well-taken and that it should be granted. It is therefore

ORDERED that the Receiver's settlements with Defendants Scott Barnard, Valarie Barnard, IGB Financial, Kip Hartman and Gary Oliver are approved as are the legal fees associated with each settlement.

It is further ORDERED that the claims of Retirement Value brought by the Receiver against Scott Barnard, Valarie Barnard, IGB Financial, Kip Hartman and Gary Oliver are dismissed with prejudice. As to Kip Hartman, the dismissal is contingent on the payment(s) of funds provided in the settlement agreement.

Signed this ____ day of _____, 2013.

THE HONORABLE GISELA D. TRIANA,
JUDGE PRESIDING