

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 <sup>th</sup> JUDICIAL DISTRICT

**RECEIVER'S FOURTH MOTION FOR APPROVAL OF SETTLEMENTS WITH LICENSEES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Eduardo S. Espinosa in his capacity as Temporary Receiver of Retirement Value, LLC, and files this Fourth Motion for Approval of Settlements with Licensees as follows:

The Receiver has reached settlement agreements with Third-Party Defendants/Licensees David Mata, Razor Financial Services, LLC, James Ikey, Bridy Ikey, Michael Eastham and Fellowship Financial, LLC ("Defendants"). Defendants have agreed to repay all or a negotiated percentage of the commissions they received from Retirement Value to the Receiver. Defendants and Receiver have also agreed to full and complete mutual releases.

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

Exhibit A	David Mata	\$ 679.00
Exhibit B	Michael Eastham and Fellowship Financial, LLP	\$ 25,000.00
Exhibit C	Razor Financial Services, LLC	\$142,620.00
	James Ikey and Bridy Ikey	\$142,620.00
<b>TOTALS:</b>		<b>\$168,299.00</b>

Licensee Mata is a Third-Party Defendants in the above-styled and numbered cause that has been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein. The Receiver also requests that the Court dismiss the claim against Defendant Mata with prejudice.

Licensees Michael Eastham and Fellowship Financial, LLC are also Third Party Defendants in the above-styled and numbered cause that have been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein.

Licensees Razor Financial Services, LLC, James Ikey and Andy Ikey are also Third-Party Defendants in the above-styled and numbered cause that have been served with process. The Receiver requests the Court's approval of the settlement agreement attached herein.

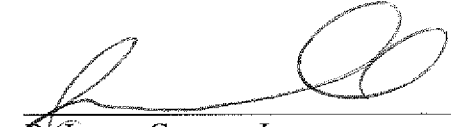
This Court previously approved a contingency fee for the Receiver's counsel with respect to these claims. A settlement statement showing the gross recovery, the amount of attorneys' fees, expenses, and the net proceeds payable to the Receiver is included immediately behind each settlement agreement.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

Each settlement is contingent upon the approval of this Court.

#### PRAYER

The Receiver prays that the Court approve the attached settlement 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 12<sup>th</sup> day of March, 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 CREDIT INTERVENORS</p>	<p>Jack Hohengarten TEXAS ATTORNEY GENERAL Financial and Tax Litigation Division 300 W. 15<sup>th</sup> 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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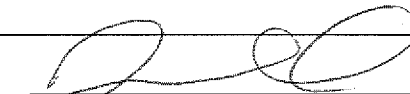
<p>Christopher S. Hamilton  Angela T. Pacheco  Anne Langdon Hamilton  STANDLY AND HAMILTON, LLP  325 N. St. Paul, Suite 3300  Dallas, Texas 75201  (214) 234-7900  (214) 234-7300 fax  chamilton@standlyhamilton.com  apacheco@standlyhamilton.com  ahamilton@standlyhamilton.com  AND  Meagan Martin  STEWART STRONG PLLC  1701 N. Market Street, Suite 200  Dallas, Texas 75202  (214) 635-5640  (214) 752-6929 fax  meagan@stewartstrong.com  COUNSEL FOR HCF INVESTOR INTERVENORS</p>	<p>Michael Napoli  COX SMITH MATTHEWS, INC.  1201 Elm Street, Suite 3300  Dallas, Texas 75270  (214) 698-7700  (214) 698-7899 fax  mnapoli@coxsmith.com  and  Mary Schaerdel Dietz  COX SMITH MATTHEWS, INC.  111 Congress Ave., Suite 2800  Austin, Texas 78701  (512) 703-6300  (512) 703-6399 fax  mdietz@coxsmith.com  COUNSEL FOR RV RECEIVER</p>
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<p>Patrick S. Richter  Sam Rosen  SHANNON GRACEY RATLIFF &amp; MILLER  301 Congress Avenue, Suite 1500  Austin, Texas 78701  (512) 610-2714  (512) 499-8559 fax  prichter@shannongracey.com  srosen@shannongracey.com  COUNSEL FOR THE BEJCEK INTERVENORS</p>	<p>Henry J. Ackels  ACKELS &amp; 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>

<p>Eric J. Taube  HOHMANN TAUBE &amp; 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>Daniel R. Richards  Tonia L. Lucio  Clark Richards  RICHARDS RODRIGUEZ &amp; SKEITH, LLP  816 Congress Avenue, Suite 1200  Austin, Texas 78701  (512) 476-0005  (512) 476-1513 fax  drichards@rrsfirm.com  tlucio@rrsfirm.com  crichards@rrsfirm.com  ATTORNEYS FOR BAKER INTERVENORS</p>
<p>Scott F. Deshazo  Thomas A. Nesbitt  Rachel L. Noffke  DESHAZO &amp; NESBITT, L.L.P.  809 West Avenue  Austin, Texas 78701  (512) 617-5560  (512) 617-5563 fax  sdeshazo@deshazonesbitt.com  tnesbitt@deshazonesbitt.com  rnoffke@deshazonesbitt.com  ATTORNEYS FOR GIST INTERVENORS</p>	<p>David and Elizabeth Gray  4559 E. 107<sup>th</sup> Street  Tulsa, Oklahoma 74137  (301) 512-4131  esogray72@gmail.com  PRO SE THIRD PARTY DEFENDANT</p>
<p>Richard H. Gray  Catherine Gray  301 Main Plaza, #349  New Braunfels, Texas 78130  (210) 392-3550  legalfoodfight@yahoo.com  PRO SE DEFENDANTS</p>	<p>Gerrit M. Pronske  Rakhee V. Patel  Melanie Goolsby  PRONSKE &amp; PATEL, P.C.  2200 Ross Avenue, Suite 5350  Dallas, Texas 75201  (214) 658-6500  (214) 658-6509 fax  gpronske@pronskepatel.com  rpatel@pronskepatel.com  mgoolsby@pronskepatel.com  SPECIAL COUNSEL FOR MIKE BESTE</p>

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<p>Noreen Cabrera  <b>BAUGH DALTON CARLSTON &amp; RYAN, LLC</b>  717 North Harwood Street, Suite 2400  Dallas, Texas 75201  (214) 382-2562  (214) 382-2561 fax  ncabrera@baughdaltonlaw.com  <b>COUNSEL FOR THIRD PARTY DEFENDANT TONY ADKISON</b></p>	<p>David R. Clouston  Christopher R. Riche  Leslye E. Moseley  <b>SESSIONS FESLEMAN NATHAN &amp; ISRAEL LLC</b>  900 Jackson Street, Suite 440  Dallas, Texas 75202  (214) 741-3001  (214) 741-3055 fax  dclouston@sessions-law.biz  criche@sessions-law.biz  lmoseley@sessions-law.biz  <b>COUNSEL FOR THIRD PARTY DEFENDANTS LEVIN AND SCHROEDER</b></p>
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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>Barry A. Chasnoff  McLean Pena  Clayton Matheson  AKIN GUMP STRAUSS HAUER &amp; 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>Merritt N. Spencer  STRASBURGER &amp; 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 SEARLE</p>
<p>Cleveland R. Burke  HOHMANN TAUBE &amp; SUMMERS, LLP  100 Congress Avenue, 18<sup>th</sup> 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>
<p>Andrew D'Agostino  Harvest Planning, LLC  41 Brook Street  West Sayville, New York 11796  PRO SE</p>	<p>Byron Tyghe Williams  P.O. Box 88  Mentor, Ohio 44061-0088  (440) 209-9977  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
Receiver,	§	
v.	§	
RETIREMENT VALUE, LLC,	§	
ET AL.,	§	
Defendants,	§	TRAVIS COUNTY, TEXAS
JAMES SETTLEMENT SERVICES, LLC,	§	
ET AL.	§	
Third-Party Defendants	§	126 <sup>th</sup> 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 David Mata, whose address is 3409 Carol Ann Drive, Austin, Texas 78723 (“Defendant”).

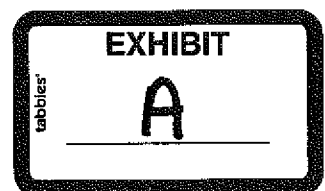
WHEREAS, Receiver asserted claims against Defendant in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126<sup>th</sup> District Court, of Travis, County, Texas* (“the Lawsuit”) making claims for, among other things, indemnity, illegally selling 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, 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 **\$679.00**. 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, LLP, 114 West 7<sup>th</sup> 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 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. This cooperation 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, LLP, 114 West 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701, [jthomas@georgeandbrothers.com](mailto:jthomas@georgeandbrothers.com).
3. Mutual Releases
  - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the release 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 release 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 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 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 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 with prejudice and with costs taxed against the party incurring same.
5. Non-Admission. Receiver and Defendant 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 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. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
8. 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.
9. Separability 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. Valid Consideration. Receiver and Defendant each agree that this Agreement is supported by good, valuable, and sufficient consideration.
15. 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 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.

16. 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: 9-20-2012

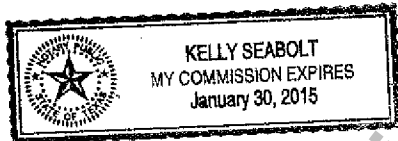
David Mata  
David Mata, Defendant

THE STATE OF Texas §

COUNTY OF Travis §

BEFORE ME, the undersigned authority, on this day personally appeared David Mata, 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 20<sup>th</sup> day of September 2012.



Kelly Seabolt  
Notary Public, The State of Texas

Date: 9/20/12

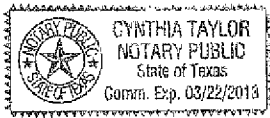
Eduardo S. Espinosa  
Eduardo S. Espinosa in his capacity as Receiver  
of Retirement Value, LLC

THE STATE OF Texas §  
COUNTY OF Dallas §

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 20<sup>th</sup> day of September 2012.

Cynthia Taylor  
Notary Public, The State of Texas



Unofficial copy Travis Co. District Clerk Kvelva 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 Licensee **David Mata** shall be disbursed as follows:

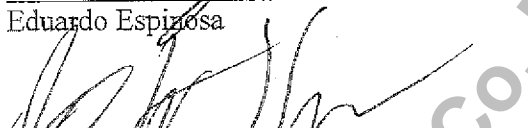
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<b>TOTAL SETTLEMENT:</b>	<b>\$679.00</b>
<b>LESS:</b>	
<b>ATTORNEYS' FEES (37.5%)</b>	<b>\$254.63</b>
<b>NET PROCEEDS TO CLIENTS:</b>	<b>\$424.37</b>

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

9/27/12  
Date

  
\_\_\_\_\_  
John W. Thomas

3/5/13  
Date

Unofficial copy Travis Co. District Clerk Velda L. Price



STATE OF TEXAS,  
*Plaintiff,*

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

126<sup>th</sup> 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 ("Plaintiff" or "Receiver") and third party defendants Michael Eastham and Fellowship Financial LLC, whose address is 393 Center Point Circle #1461, Altamonte Springs, Florida 32701 ("Third Party Defendants").

WHEREAS, Plaintiff asserted various claims against Third Party Defendants in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126<sup>th</sup> District Court, of Travis, County, Texas* ("the Lawsuit");

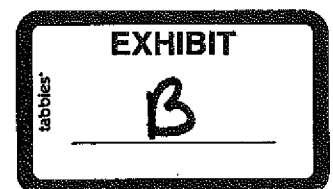
WHEREAS, Third Party Defendants deny having any liability for those claims; and

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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendants agree to pay Plaintiff **\$25,000.00** (the "Monetary Consideration"), to be paid in the following manner: An initial payment of \$5,000.00 shall be paid upon the execution of this agreement and court approval, and the remaining balance shall be paid in either (a) quarterly payments of \$2,500 or (b) monthly payments consisting of a \$833.41 payment the first month and 833.33 thereafter, until paid in full. (Third Party Defendants' may choose to pay quarterly or monthly at their sole discretion.) The first quarterly or monthly payment shall be made within 30 days of the execution of this agreement and court approval, and the full amount shall be paid within 24 months of the execution of this agreement and court approval. The payments shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendants agree to make themselves available by phone to the Receiver or 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"). Third Party Defendants represent that Third Party 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 Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701, [jthomas@gbkh.com](mailto:jthomas@gbkh.com).
3. Mutual Releases.
  - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Third Party 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** Third Party Defendants and their 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 Third Party 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. The Receiver's release is expressly contingent upon the payment of the Monetary Consideration as required by Section 1 hereof.
  - B. In return for the Receiver's release, as set forth in Section 3.A hereof, and other good and valuable consideration, Third Party 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 Third Party 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.

C. Receiver and Third Party Defendants 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 Third Party 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 Third Party 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 the Agreement or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendants shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendants shall execute an Agreed Judgment, attached as Exhibit A, that shall be held by the attorneys for the Receiver and not entered until and unless Third Party Defendants fail to make the payments promised in Section 1, above. In the event Third Party Defendants fail to make the payments promised in Section 1, or any of them, on or before the dates provided in Section 1, the Receiver shall be entitled to immediately submit the Agreed Judgment for the court's signature and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendants also agree to take whatever steps necessary to cause the Agreed Judgment to be entered in the event payments are not timely made pursuant to Section 1. Upon failure to make the payments promised in Section 1, only the Agreed Judgment shall be entered as described herein; the rest of the allegations in the lawsuit shall not be revived. Upon full payment, the Receiver shall file a notice of non-suit as to Third Party Defendants with prejudice and return to them the original and all copies of the Agreed Judgment.

5. Default Judgment. This Agreement is expressly conditioned on the Receiver obtaining a default judgment against Defendant Terry Pipenhagen.

6. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendants and Plaintiff 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.
7. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver within three (3) days of court approval of this settlement.
8. Non-Admission. Plaintiff and Third Party 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.
9. 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 filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Third Party 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendants warrant they are not presently aware of any facts that would give rise to a claim for indemnity under this Section. The right to indemnity in this Section 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 Third Party Defendants pursuant to Section 1 above.
10. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
11. 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.

12. 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.
13. 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.
14. Entire Agreement. This Agreement and its attached exhibit(s) contain 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 its attached exhibit(s) 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.
15. 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 the Third Party Defendants or Plaintiff's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendants and Plaintiff 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. Third Party Defendants and Plaintiff 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.
16. Other Acknowledgments. Plaintiff and Third Party 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.

17. Valid Consideration. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
18. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party Defendants 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 in facts.
19. 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:

Fellowship Financial LLC

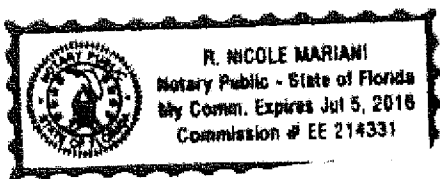
Date: 3/12/13

By: [Signature]  
Its: Manager Member

THE STATE OF Florida  
COUNTY OF Seminole

BEFORE ME, the undersigned authority, on this day personally appeared Michael Eastham, a duly authorized representative of Fellowship Financial LLC, and 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 12 day of March 2013.



[Signature]  
Notary Public, the State of Florida

Unofficial copy Travis Co. District Clerk Velda L. Price

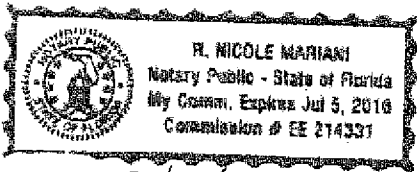
Date: 3/12/13

[Signature]  
Michael Eastham

THE STATE OF Florida §  
  §  
COUNTY OF Seminole §

BEFORE ME, the undersigned authority, on this day personally appeared Michael Eastham, 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 12 day of March 2013.



Date: 3/12/13

[Signature]  
Notary Public, the State of Florida

[Signature]  
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value LLC

THE STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

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 12<sup>th</sup> day of March 2013.



[Signature]  
Cynthia Taylor  
Notary Public, the State of Texas



Unofficial copy Travis Co. District Clerk Velva L. Price

**EXHIBIT A**

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>	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET AL.</i>	§	
<i>Third-Party Defendants</i>	§	126 <sup>th</sup> JUDICIAL DISTRICT

**AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS FELLOWSHIP FINANCIAL LLC AND MICHAEL EASTHAM**

On this date, the referenced cause came on for the Court's consideration. The Court, having considered the pleadings and evidence on file, including the settlement agreement executed between Third Party Defendant Fellowship Financial, LLC and Michael Eastham ("Certain Defendants") and Eduardo S. Espinosa, in his capacity as the Receiver of Retirement Value, LLC ("Receiver") and the Court's previous approval of the settlement; and noting the agreement of counsel for Certain Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby **RENDERS** judgment for the Receiver against Certain Defendants.

It is **ORDERED AND ADJUDGED** by the Court that the Receiver have and recover actual damages from Certain Defendants, jointly and severally, in the amount of \$75,000, less credit for any settlement funds already received. This amount shall bear prejudgment interest at 5.00% from August 12, 2011 until today and post-judgment interest at 5.00%, compounded annually, from today until paid.

It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Certain Defendants, jointly and severally, attorneys' fees in the amount of \$28,125 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00%, compounded annually, until paid.

This judgment does not dispose of all claims and parties in the above styled cause, but finally disposes of all claims between the Receiver and Certain Defendants as defined herein and is appealable upon severance.

Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
R. James George, Jr.  
State Bar No. 07810000  
John W. Thomas  
State Bar No. 19856425  
John R. McCormell  
State Bar No. 24053351  
GEORGE BROTHERS KINCAID & FORTON, LLP  
114 W. 7th St., Suite 1100  
Austin, TX 78701-3015  
Telephone: (512) 495-1400  
Facsimile: (512) 499-0094  
ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA

\_\_\_\_\_  
Bogdan Rentea  
RENTEA & ASSOCIATES  
1002 Rio Grande Street  
Austin, Texas 78701  
(512) 472-6291  
(512) 473-6278  
brente@rentealaw.com  
ATTORNEY FOR THIRD-PARTY DEFENDANTS  
MICHAEL EASTHAM AND FELLOWSHIP FINANCIAL, LLC

Unofficial copy Travis Co. District Clerk Velva L. Price

STATE OF TEXAS,  
*Plaintiff,*

v.

RETIREMENT VALUE, LLC, ET AL,  
*Defendants,*

AND

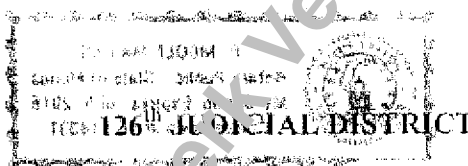
JAMES SETTLEMENT SERVICES, LLC,  
 ET AL

*Third-Party Defendants*

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

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AFFIDAVIT OF MICHAEL EASTHAM

THE STATE OF Florida

COUNTY OF Seminole


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Before me, the undersigned authority personally appeared Michael Eastham, who, being by me duly sworn, deposed as follows:

"My name is Michael Eastham. I am of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated and they are true and correct based on my personal knowledge.

I am the Manager Member of Fellowship Financial, LLC. Terry Pipenhagen was a 50% owner of Fellowship Financial from July, 2008 to September 2009. Net profits of Fellowship Financial, LLC were distributed by percentage of ownership with 50% going to Terry Pipenhagen.

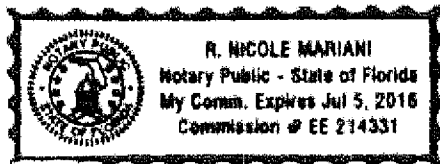
Further affiant sayeth not.

  
 Michael Eastham

THE STATE OF Florida §

COUNTY OF Seminole §

SWORN TO AND SUBSCRIBED before me on the 12 day of March, 2013.



R. Nicole Mariani  
Notary Public, State of Florida  
My commission expires: 7/5/14

Unofficial copy Travis Co. District Clerk Welda 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 Licensee **Michael Eastham and Fellowship Financial LLC** shall be disbursed as follows:

TOTAL SETTLEMENT:	\$ 25,000.00
LESS:	
ATTORNEYS' FEES (37.5):	\$ 9,375.00
NET PROCEEDS TO CLIENT:	\$ 15,625.00

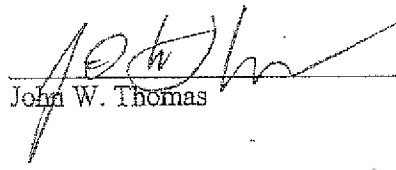
Our signatures below indicate that we have reviewed and understand the foregoing settlement statement and are in agreement with the division of the settlement proceeds as set out above.



\_\_\_\_\_  
Eduardo Espinosa

3/6/13

\_\_\_\_\_  
Date



\_\_\_\_\_  
John W. Thomas

3/5/13

\_\_\_\_\_  
Date

Unofficial copy Travis Co. District Clerk Verna L. Price

STATE OF TEXAS,  
*Plaintiff,*

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

126<sup>th</sup> 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 ("Plaintiff" or "Receiver") and third party defendants Razor Financial Services LLC, James Ikey and Bridy Ikey whose address is 103 Bayonne Drive, Mansfield, Texas 76063 ("Third Party Defendants")

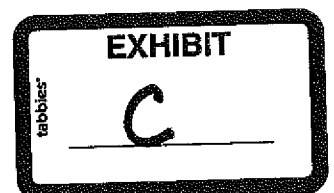
WHEREAS, Plaintiff asserted claims against Third Party Defendants in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al. Cause No. D-1-GV-10-000454, in the 126<sup>th</sup> District Court, of Travis, County, Texas* ("the Lawsuit") making claims for, among other things, indemnity, illegally 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, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendants agree to pay Plaintiff \$142,655.00 (the "Monetary Consideration"), to be paid in four payments as follows: (1) \$35,655.00 due on or before March 29, 2013; (2) \$35,655.00 due on or before July 1, 2013; (3) \$35,655.00 due on or before October 1, 2013; and (4) \$35,655.00 due on or before December 31, 2013. The payments shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701. The money will be held in the trust account until the court supervising the Retirement Value receivership has approved this settlement. This settlement is expressly conditioned on and subject to the court approval. Once the settlement is approved, the Receiver will send Third Party 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: Third Party Defendants agrees to fully and completely cooperate, without reservation or claim of privilege, with Plaintiff 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. Third Party Defendants represents that Third Party Defendants 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 Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7<sup>th</sup> Street, Suite 1100, Austin, Texas 78701, jthomas@gbkh.com.
3. Mutual Release
  - A. In return for the Monetary Consideration to be paid as stated herein, the Agreement to Cooperate, the Third Party 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 Third Party Defendants and their 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 Third Party 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, Third Party 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 Third Party Defendants have or have ever had or may now have against Receiver arising out of or related to any matter of 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 Third Party Defendants 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 Third Party 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 Third Party 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 Third Party Defendants shall reserve and each has reserved all of their rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendants shall execute an Agreed Judgment, attached as Exhibit A, that shall be held by the attorney for the Receiver and not entered until and unless Third Party Defendants fail to make the payments promised in paragraph 1, above. In the event Third Party Defendants fail to make the payments promised in paragraph 1, or any of them, on or before the dates provided in paragraph 1, the Receiver shall be entitled to immediately submit the Agreed Judgment for the court's signature and take whatever other steps necessary to finalize the judgment. Third Party Defendants also agree to take whatever steps necessary to cause the Agreed Judgment to be entered in the event payments are not timely made pursuant to paragraph 1.

5. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendants and Plaintiff 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.

6. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver within three (3) days of court approval of this settlement.
7. Non-Admission. Plaintiff and Third Party 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.
8. 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 filed or made against any of them which has been or may subsequently be brought by, through, or on behalf of Receiver and arising from any claim released under this Agreement. Third Party 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party 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 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 Third Party Defendants pursuant to paragraph 1 above.
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 the Third Party Defendants or Plaintiff's releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendants and Plaintiff 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. Third Party Defendants and Plaintiff 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. Plaintiff and Third Party 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. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
- 17. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party Defendants 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 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:

Razer Financial Services, LLC

Date: \_\_\_\_\_

By: [Signature]  
Its: \_\_\_\_\_

THE STATE OF Texas §  
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared James Key, a duly authorized representative of Razer Financial Services, LLC, and known to me to be the person whose name is described in the foregoing "Settlement Agreement and Release of all Claims" and advised 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 24<sup>th</sup> day of February 2013.



[Signature]  
Notary Public, The State of Texas

Unofficial copy for review District Clerk Neiva L. Price

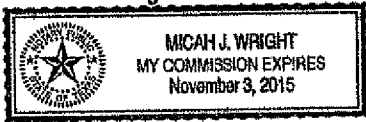
Date: \_\_\_\_\_

James Ikey  
James Ikey

THE STATE OF Texas  
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared James Ikey, 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 24th day of February, 2013.



Micah J. Wright  
Notary Public, The State of Texas

Date: \_\_\_\_\_

Bridy Ikey  
Bridy Ikey

THE STATE OF Texas  
COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared Bridy Ikey, 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 24th day of February, 2013.



Micah J. Wright  
Notary Public, The State of Texas

Date: \_\_\_\_\_

Adrian Settlement Agreement

Unofficial copy Travis County District Clerk Melva L. Price

Date: 2/27/13

Eduardo S. Espinosa

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

THE STATE OF Texas §

COUNTY OF Dallas §

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 27<sup>th</sup> day of February 2013.

Cynthia Taylor

Notary Public, State of Texas



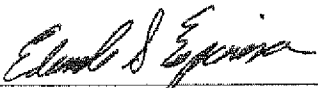
Unofficial copy Travis Co. District Clerk Velva L. Price

SETTLEMENT STATEMENT

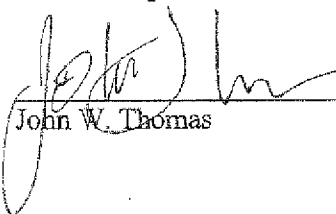
Pursuant to the Fee Agreement between Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC and George & Brothers, LLP, the settlement proceeds received from Licensee **Razor Financial Services, LLC, James Ikey and Bridy Ikey** shall be disbursed as follows:

TOTAL SETTLEMENT:	\$142,620.00
LESS:	
ATTORNEYS' FEES (37.5):	53,482.50
NET PROCEEDS TO CLIENT:	\$ 89,137.50

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

3/6/13  
Date

  
\_\_\_\_\_  
John W. Thomas

3/5/13  
Date

Unofficial copy Travis Co. District Clerk Vella L. Price



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>	§	
<i>Defendants,</i>	§	TRAVIS COUNTY, TEXAS
	§	
AND	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET AL.</i>	§	
<i>Third-Party Defendants</i>	§	126 <sup>th</sup> JUDICIAL DISTRICT

**AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS RAZOR FINANCIAL SERVICES, LLC, JAMES IKEY AND BRIDY IKEY**

On this date, the referenced cause came on for the Court's consideration. The Court, having considered the pleadings and evidence on file, including the settlement agreement executed between Third Party Defendants Razor Financial Services, LLC, James Ikey, and Bridy Ikey ("Certain Defendants") and Eduardo S. Espinosa, in his capacity as the Receiver of Retirement Value, LLC ("Receiver") and the Court's previous approval of the settlement; and noting the agreement of course for Certain Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Certain Defendants.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Certain Defendants in the amount of \$167,788.72, less credit for any settlement funds already received. This amount shall bear prejudgment at 5.00% from August 12, 2011 until today and post-judgment interest at 5.00% from today until paid.

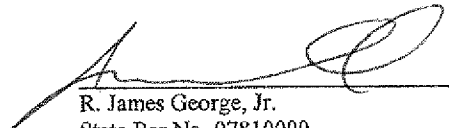
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Certain Defendants attorneys' fees in the amount of \$62,920.77 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00% until paid.

This judgment does not dispose of all claims and parties in the above-styled cause, but finally disposes of all claims between the Receiver and Certain Defendants as defined herein and is appealable upon severance.


Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:

  
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, LLP  
114 W. 7th St., Suite 1100  
Austin, TX 78701-3015  
Telephone: (512) 495-1400  
Facsimile: (512) 499-0094

ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA

  
Robert L. Wright  
ROBERT L. WRIGHT P.C.  
612 Eighth Avenue  
Fort Worth, Texas 76104  
(817) 850-0002  
(817) 810-1101 fax  
rwr@rlwpc.com

ATTORNEY FOR THIRD-PARTY DEFENDANTS  
RAZOR FINANCIAL SERVICES, LLC, JAMES IKEY  
AND BRIDY IKEY