

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 th JUDICIAL DISTRICT

**RECEIVER'S AMENDED SEVENTH MOTION FOR APPROVAL
OF SETTLEMENTS WITH THIRD-PARTY DEFENDANTS/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 Seventh Motion for Approval of Settlements with Third-Party Defendants/Licensees as follows:

The Receiver has reached settlements with Third-Party Defendants Reid Thorburn, Barbara H. Thorburn, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, Secured Financial Strategies, LLC, Brian Cervenka, David Shields, Global One Direct, LLP, Marco Lopez, Steven Feeken, Raymon G. Chadwick Jr., W. Neil "Doc" Gallagher, Gallagher Financial Group, Inc., Walter c. Young, Creative Wealth Designs, LLC, Michael Castellano, Ronald Coleman, Clement Ng, Lighthouse Capital Preservation, Stephen J. Skijus, T. C. Weston, James Craig Orr, Jerry Neal Orr, John Reagan and Frederick Rust (collectively "the Defendants). Each Defendant/Licensee has agreed to turn over all documents relating to

Retirement Value and fully cooperate in any investigation by the Receiver or the State of Texas.

The Parties have also agreed to full and complete mutual releases upon full payment.

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

Exhibit 1	Reid Thorburn, et al	\$ 30,000.00
Exhibit 2	Brian Cervenka	\$ 50,000.00
Exhibit 3	David Shields and Global One Direct, LLP	\$ 25,000.00
Exhibit 4	Marco Lopez	\$ 41,200.00
Exhibit 5	Steven Feeken	\$ 47,500.00
Exhibit 6	Raymon G. Chadwick Jr.	\$ 30,000.00
Exhibit 7	W. Neil "Doc" Gallagher and Gallagher Financial Group, Inc.	\$ 250,000.00
Exhibit 8	Walter C. Young and Creative Wealth Designs, LLC	\$ 30,000.00
Exhibit 9	Michael Castellano	\$ 30,000.00
Exhibit 10	Ronald Coleman	\$ 33,500.00
Exhibit 11	Clement Ng and Lighthouse Capital Preservation	\$ 20,000.00
Exhibit 12	Stephen J. Skijus	\$ 17,200.00
Exhibit 13	T. C. Weston	\$ 6,200.00
Exhibit 14	James Craig Orr, Jerry Neal Orr John Reagan, Frederick Rust and Carol Rust	\$ 17,500.00
TOTAL:		<u>\$628,100.00</u>

Defendant Wesley Davidson is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached hereto, the Receiver also requests that the Court dismiss the claims against Defendant Davidson with prejudice.

Defendant Michael Woods is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant Woods with prejudice.

Defendant Sam Hensley is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant Hensley with prejudice.

Defendant Robert "Bob" Knox is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant Knox with prejudice.

Defendant James Craig Orr is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant James Craig Orr with prejudice.

Defendant Jerry Neal Orr is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant Jerry Neal Orr with prejudice.

Defendant John Reagan is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement attached herein, the Receiver also requests that the Court dismiss the claims against Defendant John Reagan with prejudice.

Defendant Frederick Rust is a Third-Party Defendant in the above-styled and numbered cause that has been served with process. Upon the Court's approval of his settlement agreement

attached herein, the Receiver also requests that the Court dismiss the claims against Defendant Frederick Rust with prejudice.

This Court previously approved a contingency fee for the Receiver's counsel with respect to these claims. In summary, the fees are 37.5% for each settlement involving a cash payment.

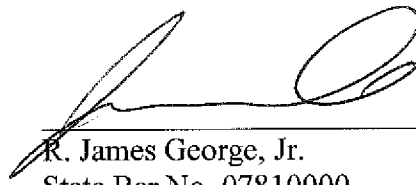
Full payments have not yet been received from Defendants and the Receiver will not agree to settle with these Defendants until all the payments have been received. The Receiver asks that the Court go ahead and approve the terms of those settlements, but condition that approval on the payments actually being made.

Each settlement is contingent upon the approval of this Court.

PRAYER

The Receiver prays that the Court approve these 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 Lanahan, Williams, and D'Agostino only)
- Certified Mail (return receipt requested)
- Facsimile
- Federal Express Delivery
- Hand Delivery
- Electronic Service

on this the 16th day of August, 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 CAIN INTERVENORS</p>	<p>Jack Hohengarten TEXAS ATTORNEY GENERAL Financial and Tax Litigation Division 300 W. 15th Street Sixth Floor Austin, Texas 78711-2548 (512) 475-3563 (512) 477-2246 fax jack.hohengarten@texasattorneygeneral.gov COUNSEL FOR THE STATE OF TEXAS</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 RY RECEIVER</p>	<p>Larry F. York Nicholas P. Laurent Raymond E. White Carl R. Galant MCGINNIS LOCHRIDGE & KILGORE, LLP 600 Congress Avenue, Suite 2100 Austin, Texas 78701 (512) 495-6000 (512) 495-6093 fax lyork@mcginnislaw.com nlaurent@mcginnislaw.com rwhite@mcginnislaw.com cgalant@mcginnislaw.com COUNSEL FOR THIRD PARTY DEFENDANTS RON JAMES, DON JAMES, AND JAMES SETTLEMENT SERVICES</p>
<p>Isabelle M. Antongiorgi TAYLOR DUNHAM, LLP 301 Congress Avenue, Suite 1050 Austin, Texas 78701 (512) 473-2257 (512) 478-4409 fax iantongiorgi@taylordunham.com COUNSEL FOR HCF RECEIVER</p>	<p>Alberto T. Garcia III GARCIA & MARTINEZ, LLP 5211 W. Mile 17 ½ Road Edinburg, Texas 78541 (956) 380-3700 (956) 380-3703 fax albert@garmtzlaw.com yoli@garmtzlaw.com COUNSEL FOR THE HARRISON INTERVENORS</p>

<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 W. O'Donnell Ronald D. Smith Ashley Senary FULBRIGHT & JAWORSKI L.L.P. 300 Convent Street, Suite 2100 San Antonio, Texas 78205-3792 (210) 224-5575 (210) 270-7205 fax modonnell@fulbright.com rsmith@fulbright.com asenary@fulbright.com and Paul Trahan Cristina C. Longoria FULBRIGHT & JAWORSKI L.L.P. 98 San Jacinto Boulevard, Suite 1100 Austin, Texas 78701-4255 (512) 474-5201 (512) 536-4598 fax ptrahan@fulbright.com clongoria@fulbright.com COUNSEL FOR WELLS FARGO THIRD PARTY DEFENDANTS AND WHITNEY GILES</p>
<p>Scott F. Deshazo Thomas A. Nesbitt Rachel L. Noffke DESHAZO & 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>Daniel R. Richards Tony L. Lucio Clark Richards RICHARDS RODRIGUEZ & SKEITH, LLP 316 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>Richard H. Gray Catherine Gray 301 Main Plaza, #349 New Braunfels, Texas 78130 (210) 392-3550 legalfoodfight@yahoo.com PRO SE DEFENDANTS</p>	<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>Milton G. Hammond LAW OFFICE OF MILTON G. HAMMOND 6406 La Manga Drive Dallas, Texas 75248 (214) 642-0881 (972) 782-4540 fax mghammondlaw@gmail.com COUNSEL FOR THE MARLOW INTERVENORS AND THIRD PARTY DEFENDANTS BESTE, HOSKINS AND KNOX</p>	<p>Merit Bennett THE BENNETT FIRM 460 St. Michael's Drive, Suite 703 Santa Fe, New Mexico 87505 (505) 983-9834 (505) 983-9836 fax mb@thebennettfirm.us COUNSEL FOR THIRD PARTY DEFENDANT MIKE BESTE</p>
<p>Benjamin S. De Leon Thomas P. Washburn DE LEON & WASHBURN, P.C. 901 S. MoPac Expressway, Suite 230 Austin, Texas 78746 (512) 478-5308 (512) 482-8628 fax bdeleon@dwlawtx.com pwashburn@dwlawtx.com COUNSEL FOR THIRD PARTY DEFENDANT MICHAEL McDERMOTT</p>	<p>Robert L. Wright ROBERT L. WRIGHT, P.C. 612 Eighth Avenue Fort Worth, Texas 76104 (817) 850-0082 (817) 870-9101 fax rwright@rlwpc.com COUNSEL FOR THIRD PARTY DEFENDANTS POE, RICE, SENIOR RETIREMENT PLANNERS, PACHACEK, CORNETT, PC&S, NICHE INVESTMENTS, SANSING, LIGHTHOUSE, NG, FRANCO, ALTERNATIVE SOLUTIONS INSURANCE, CHICK, WESTON, SKAJUS, AND MARK SMITH</p>
<p>David R. Clouston Christopher R. Richie Leslye E. Moseley SESSIONS FISHMAN NATHAN & ISRAEL LLC 900 Jackson Street, Suite 440 Dallas, Texas 75202 (214) 741-3001 (214) 741-3055 fax dclouston@sessions-law.biz crichie@sessions-law.biz lmoseley@sessions-law.biz COUNSEL FOR THIRD PARTY DEFENDANTS KEVIN AND SCHROEDER</p>	<p>Bogdan Rentea RENTEA & ASSOCIATES 1002 Rio Grande Street Austin, Texas 78701 (512) 472-6291 (512) 472-6278 brentea@rentealaw.com nleake@rentealaw.com COUNSEL FOR THIRD PARTY DEFENDANTS COLEMAN, GALLAGHER, FEEKEN, GALLAGHER FINANCIAL, CASTELLANO, CERVENKA, FLLC, EASTHAM, GLOBAL DIRECT, SHIELDS, MARCO LOPEZ, REID THORBURN, THORBURN TRUST, YOUNG, CREATIVE WEALTH DESIGNS, CHADWICK, WOODS, DAVIDSON, SECURED FINANCIAL STRATEGIES, LLC, AND THORBURN FINANCIAL SERVICES</p>
<p>Alexander S. Roig ALLEN & ROIG, LLP 3003 N.W. Loop 410 San Antonio, Texas 78230 (210) 377-2529 (210) 240-1346 fax allenroig@stgglobal.net COUNSEL FOR THIRD PARTY DEFENDANTS SENIOR TEXAS ESTATE PLANNING SERVICES, WILLIAM EVANS, RICHARD EVANS AND DON WISSNER</p>	<p>James Craig Orr, Jr. HEYGOOD, ORR & PEARSON 2331 W. Northwest Highway, 2nd Floor Dallas, Texas 75220 (214) 237-9001 (214) 237-9002 fax jim@hop-law.com COUNSEL FOR THIRD PARTY DEFENDANTS JAMES CRAIG ORR, JERRY NEAL ORR, JOHN REAGAN AND FREDERICK RUST</p>

<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>David and Elizabeth Gray 4559 E. 107th Street Tulsa, Oklahoma 74137 (301) 512-4131 esogray72@gmail.com PRO SE THIRD PARTY DEFENDANT</p>	<p>Barry 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>Merritt N. Spencer STRASBURGER & PRICE, LLP 720 Brazos Street, Suite 700 Austin, Texas 78701-2974 (512) 499-3600 (512) 499-3600 fax merritt.spencer@strasburger.com ATTORNEY FOR THIRD PARTY DEFENDANT SEARLE</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>Wendy Rogers 1512 Havenwood Blvd. New Braunfels, Texas 78132 (830) 832-7871 jrrwlr@satx.rr.com PRO SE</p>
<p>Andrew D'Agostino Harvest Planning, LLC 41 Brook Street West Sayville, New York 11796 PRO SE</p> <p>Katie Hensley 160 Stephen Ct. Kyle, Texas 78640 (512) 268-0182 (512) 922-3085 cell Kjhensley2710@gmail.com PRO SE</p>	<p>Jeff Mejia 2609 Gabrianna Court Columbia, Missouri 65203 (913) 208-4884 jeffjmejia@yahoo.com PRO SE</p> <p>Gary J. Lenahan 228 Crawford Street Beckley, West Virginia 25801 PRO SE</p>
<p>Mike Civillancz 611 C Street Waco, Texas 78596 mfcivillancz@rgv.rr.com PRO SE</p>	<p>Byron Tyghe Williams P.O. Box 88 Mentor, Ohio 44061-0088 (440) 209-9977 PRO SE</p>

<p>Salvatore Magaraci 150 Broadhollow Road, Suite 312 Melville, New York 11747 eppc@optonline.net PRO SE</p> <p>Estate Protection Planning Corp. c/o A. Kirsten Gallardo, CEO P.O. Box 1089 Huntington, New York 11743 eppc@optonline.net PRO SE</p>	<p>Benjamin Milks Milks & Milks 3718 45th Street East Bradenton, Florida 34208 benjaminmilks@milksandmilks.net PRO SE</p> <p>Mike Ahlers 9501 Console Drive, Suite 100 San Antonio, Texas 78229 mikeahlers.marketing@gmail.com PRO SE</p>
--	--



John R. McConnell

Unofficial copy Travis Co. District Clerk Velva L. Price

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

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</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 Retirement Value, LLC and Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC, including legal representatives, successors, and assigns (collectively "Receiver") and third party defendants James Craig Orr, Jerry Neal Orr, John Reagan, Frederick Rust and Carol Rust, including legal representatives, successors, and assigns ("Third Party Defendants").

WHEREAS, Receiver asserted various claims against Third Party Defendants James Craig Orr, Jerry Neal Orr, John Reagan, and Frederick Rust 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");

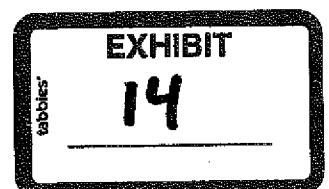
WHEREAS, Receiver also asserts that Receiver has a claim against Carol Rust similar to the claims asserted against James Craig Orr, Jerry Neal Orr, John Reagan and Frederick Rust in the Lawsuit;

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 \$17,500.00 (the "Monetary Consideration"), to be paid within thirty (30) days of the execution of this agreement, by sending a check written on the trust account of Heygood, Orr & Pearson made payable to "George & Brothers, LLP's Trust Account" to the attorney for Plaintiff, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th 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 or will produce 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 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 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 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 Third Party Defendants completely and unconditionally release and forever discharge each other 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 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 his rights against the other to enforce the terms of this Agreement.

4. Other Proceedings. Receiver 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 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.
5. Dismissal of Claims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement. The Receiver shall submit to the court a proposed order approving this settlement that includes the provision that upon completion of the terms of the settlement agreement, the claims of Retirement Value brought by the Receiver against James Craig Orr, Jerry Neal Orr, John Reagan and Frederick Rust are dismissed with prejudice.
6. Non-Admission. Receiver 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.

7. 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 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 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 Third Party Defendants pursuant to Section 1 above.
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 of Breach. The parties agree that one or more waivers of 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 of breach of any other covenant, term, or provision.
12. 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.

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 the Third Party 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. Third Party 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. Third Party 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.
14. Other Acknowledgments. Receiver 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.
15. Valio Consideration. Receiver and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Receiver 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. Receiver and Third Party 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.

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.

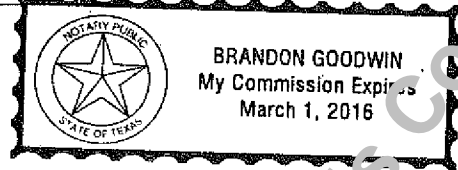
The Parties have executed this Agreement on the following dates:

Date: August 2, 2013 By: James Craig Orr, Jr.
James Craig Orr

THE STATE OF TEXAS §
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared James Craig Orr, 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 2nd day of August 2013.



Brandon Goodwin
Notary Public, the State of Texas

Date: _____ By: _____
Jerry Neal Orr

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Neal Orr, 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 _____ day of _____ 2013.

Notary Public, the State of Texas

Date: _____ By: _____
John Todd Reagan

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.

- 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.

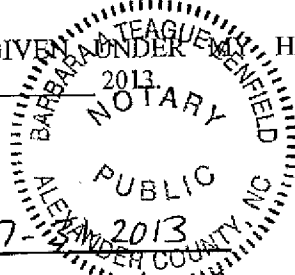
The Parties have executed this Agreement on the following dates:

Date: _____ By: _____
James Craig Orr

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared James Craig Orr, 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 31 day of 7 _____ 2013.



Barbara A. Teague
Notary Public, the State of ~~Texas~~ North Carolina

Date: 7-31-2013 By: Jerry Neal Orr
Jerry Neal Orr

THE STATE OF North Carolina §
§
COUNTY OF Alexander §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Neal Orr, 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 _____ day of _____ 2013.

Notary Public, the State of Texas

Date: _____ By: _____
John Todd Reagan

Unofficial copy for filing. Clerk Velve L. Price

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: _____

By: _____
James Craig Orr

THE STATE OF TEXAS §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared James Craig Orr, 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 ____ day of _____ 2013.

 Notary Public, the State of Texas

Date: _____

By: _____
Jerry Neal Orr

THE STATE OF _____ §
 COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Jerry Neal Orr, 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.

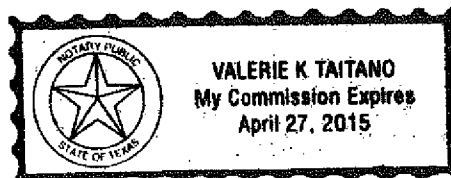
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31st day of JULY 2013.

 Notary Public, the State of Texas

Date: 7/31/2013

By: John Todd Reagan
John Todd Reagan

THE STATE OF TEXAS §
 §



THE STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared John Todd Reagan, 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 2nd day of August 2013.



Adalberto Resendiz
Notary Public, the State of Texas

Date: _____

Frederick Rust
Frederick Rust

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Frederick Rust, 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 _____ day of _____ 2013.

Notary Public, the State of Texas

Date: _____

Carol Rust
Carol Rust

THE STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Carol Rust, 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.

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared John Todd Reagan, 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 _____ day of _____ 2013.

Notary Public, the State of Texas

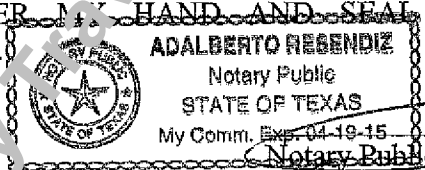
Date: _____

Frederick Rust

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, on this day personally appeared Frederick Rust, 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 2 day of August 2013.



Adalberto Regendiz
Notary Public, the State of Texas

Date: August 2, 2013

Carol Rust
Carol Rust

THE STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Carol Rust, 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 _____ day of _____ 2013.

Notary Public, the State of Texas

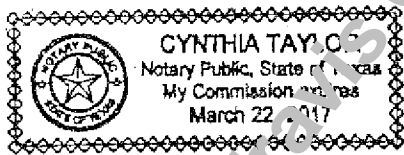
Date: 7/30/2013

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 30th day of July 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy TTR Co. District Clerk Melva 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
	§	
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 (“RV Plaintiff”) and Don Taylor in his capacity as the Receiver for Hill Country Funding, LLC, (Texas), Hill Country Funding, LLC (Nevada) (“HCF Plaintiff”) and third party defendants Reid H. Thorburn, Barbara H. Thorburn, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, and Secured Financial Strategies, LLC, whose address is 1448 Long Creek Blvd., New Braunfels, Texas 78130 (“Third Party Defendants”).

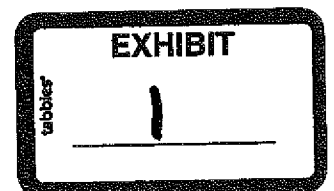
WHEREAS, RV Plaintiff and HCF Plaintiff (Collectively “Plaintiffs”) asserted various claims against Third Party Defendants in a lawsuit styled *State of Texas v. Retirement Value, LLC, et. al., Cause No. D-1-GV-10-000454, in the 126th District Court, of Travis, County, Texas* (“the Lawsuit”);

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, Plaintiffs 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, Plaintiffs 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 the RV Plaintiff **\$30,000.00** (the "Monetary Consideration"), to be paid within thirty (30) days of court approval of this settlement. The payment shall be made by sending a cashier's check made payable to "George & Brothers, LLP's Trust Account" to the attorney for RV Receiver, John Thomas at George Brothers Kincaid & Horton, LLP, 114 West 7th 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 to the RV Receiver and/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 RV 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 Third Party Defendants' release, as set forth in Section 3.B. hereof, and other good and valuable consideration, the RV Receiver and HCF Receiver, for themselves and their 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 Receivers' release is expressly contingent upon the payment of the Monetary Consideration as required by Section 1 hereof.
 - B. In return for the Receivers' 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 RV Receiver and HCF Receiver and their 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. Plaintiffs 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. Receivers 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 or any efforts by the Receivers to enter or enforce the Agreed Judgment required by Section 4 hereof. Receivers 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. Other Proceedings. Plaintiffs 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 Plaintiffs 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.
5. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the RV Receiver and HCF Receiver within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiffs 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.
7. Defense And Indemnity. Plaintiffs further agree 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 Receivers 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. Receivers 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. Receivers' indemnity obligation under this provision is limited to the Monetary Consideration actually paid by Third Party Defendants pursuant to Section 1 above.

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 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

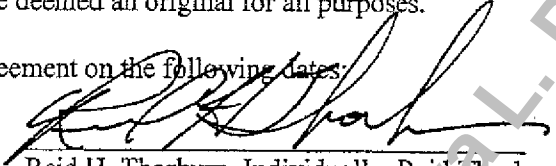
is executed in writing and signed by authorized representatives of the affected parties. The parties hereby waive their right to make future oral agreements covering the same subject as this Agreement.

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 the Third Party Defendants or Plaintiffs' 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 Plaintiffs 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 Plaintiffs 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. Plaintiffs 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.
15. Valid Consideration. Plaintiffs and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiffs 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. Plaintiffs 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.

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.

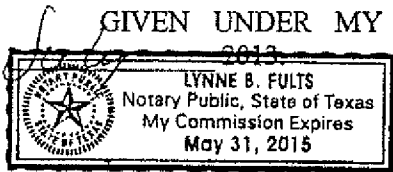
The Parties have executed this Agreement on the following dates:

Date: July 1, 2013



Reid H. Thorburn, Individually, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, and Secured Financial Strategies, LLC

THE STATE OF TEXAS §
§
COUNTY OF Comal §

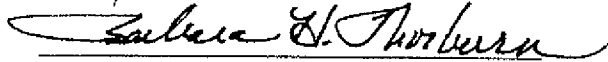
BEFORE ME, the undersigned authority, on this 1st day of July, 2013, personally appeared Reid H. Thorburn, known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that he executed same for the purposes and considerations therein expressed and in the capacity or capacities indicated.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of July, 2013.


Notary Public, the State of Texas

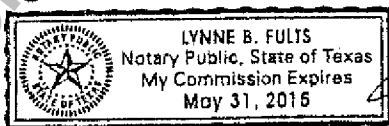
Date: July 1, 2013



Barbara H. Thorburn

THE STATE OF TEXAS §
§
COUNTY OF Comal §

BEFORE ME, the undersigned authority, on this day personally appeared Barbara H. Thorburn, 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 1st day of July, 2013.




Notary Public, the State of Texas

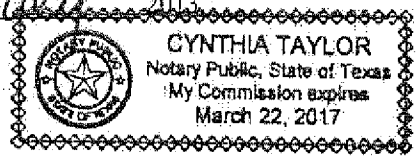
Date: 7/25/13

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 25th day of July, 2013.



Cynthia Taylor
Notary Public, the State of Texas

Date: _____

Donald R. Taylor for Hill Country Funding, LLC (Texas) and Hill Country Funding, LLC, (Nevada); and in his capacity as the Receiver for Hill Country Funding, LLC (Texas) and Hill Country Funding, LLC (Nevada)

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Donald R. Taylor 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 _____ day of _____, 2013.

Notary Public, the State of Texas

Date: _____

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 ____ day of _____ 2013.

Notary Public, the State of Texas

Date: 7/25/2013

Donald Taylor with permission
Donald R. Taylor for Hill Country Funding, LLC (Texas) and Hill Country Funding, LLC, (Nevada); and in his capacity as the Receiver for Hill Country Funding, LLC (Texas) and Hill Country Funding, LLC (Nevada)

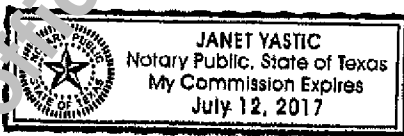
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

Isabelle M. Antangir
Attorney for the Receiver

BEFORE ME, the undersigned authority, on this day personally appeared ~~Donald R. Taylor~~ 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 25th day of July 2013.

Janet Yastic
Notary Public, the State of Texas



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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Brian R. Cervenka, whose address is Brian R. Cervenka, whose address is 2423 Stephens Grant Drive, Sugarland, Texas 77479 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

WHEREAS, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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:

- Ans 31,
2013
1. Monetary Consideration. Third Party Defendant agrees to pay Plaintiff \$50,000.00 (the "Monetary Consideration"), to be paid in the following manner: \$10,000.00 to be paid on or before August 20, 2013, and payments of \$3,333.34 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016, and one payment of \$3,333.26 on July 1, 2016. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
 2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 them in the Lawsuit.

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

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third

Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

6. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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 Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
8. Non-Admission. Plaintiff and Third Party 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.
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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 1 above.

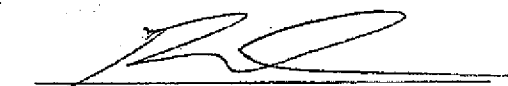
10. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
11. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions 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 supersede 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 Defendant 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 Defendant 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 Defendant 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 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.

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

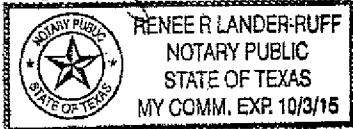
Date: 7/15/12


 Brian R. Cervenka

THE STATE OF TEXAS §
 COUNTY OF Fort Bend §

BEFORE ME, the undersigned authority, on this day personally appeared Brian R. Cervenka, 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 15 day of July 2013.



[Signature]
Notary Public, the State of Texas

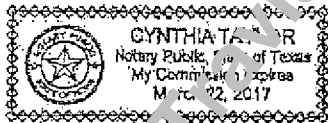
Date: 8/27/13

[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 27th day of June 2013.



[Signature]
Notary Public, the State of Texas

Unofficial copy of this Court Clerk Yelva L. Price

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendant

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

**AGREED JUDGMENT AS TO THIRD PARTY
DEFENDANT BRIAN R. CERVENKA**

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 Brian R. Cervenka 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 Defendant to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendant Brian R. Cervenka.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendant Brian R. Cervenka, jointly and severally, in the amount of \$261,625.00, less credit for any settlement funds already received. This amount shall bear pre-judgment 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 Defendant Brian R. Cervenka, jointly and severally, attorneys' fees in the amount of \$98,109.37 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 Defendant Brian R. Cervenka as defined herein and is appealable upon severance.

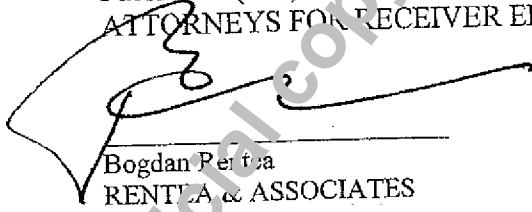
Signed this ____ day of _____, 2013.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:



R. James George, Jr.
John W. Thomas
John R. McConnell
GEORGE BROTHERS KING, MID & HORTON, LLP
114 W. 7th St., Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 490-0004
ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brentealaw@rentealaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANT, BRIAN R. CERVENKA

STATE OF TEXAS,
Plaintiff,

IN THE DISTRICT COURT OF

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendants,

TRAVIS COUNTY, TEXAS

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendants

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 ("Plaintiff" or "Receiver") and third party defendants David A. Shields and Global One Direct, LLC, whose address is ~~8918 Tesoro, Suite 301, San Antonio, Texas 78217~~ ("Third Party Defendants"). *9706 ~~Plymouth Rd. San Antonio TX 78216~~*

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 126th 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, demand, 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 within five (5) days of court approval of this settlement. The payment 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 7th 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 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 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 this 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. 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.
5. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver within three (3) days of court approval of this settlement.
6. 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.
7. 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.

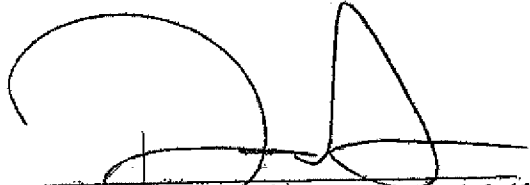
8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions 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 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.
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 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.


14. 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.
15. Valid Consideration. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable and sufficient consideration.
16. 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 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.
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: 7/9/2013


David A. Shields, Individually and on behalf
Of Global One Direct, LLC


THE STATE OF TEXAS §
§
COUNTY OF _____ §

Global One Direct, LLC 

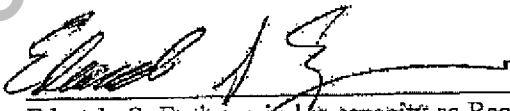
BEFORE ME, the undersigned authority, on this day personally appeared David A. Shields a duly authorized representative of Fellowship Financial LLC, and known to me to be the person whose name is subscribed to the foregoing "Settlement Agreement and Release of all Claims" and acknowledged to me that 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 9 day of July 2013.




Notary Public, the State of Texas

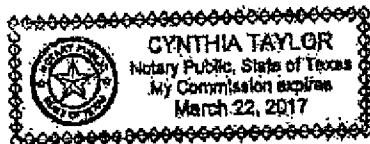
Date: 6/27/2013

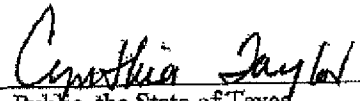

Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

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 27th day of June 2013.




Notary Public, the State of Texas

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Marco Lopez, whose address is 8750 N. Central Expressway, Suite 1700, Dallas, Texas 75231-6449 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

WHEREAS, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff \$41,200.00 (the "Monetary Consideration"), to be paid in the following manner: \$5,000.00 to be paid on or before July 20, 2013, and payments of \$3,016.67 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016; and one payment of \$3,016.63 on or before July 1, 2016. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 Defendant and his heirs, successors and assigns ("Defendant Released Parties"), or 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 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party 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 or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

5. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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 Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
7. Non-Admission. Plaintiff and Third Party 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 wrong doing.
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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 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 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 a 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 Defendant 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 Defendant 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 Defendant 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 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.

16. Valid Consideration. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
17. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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 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: 7/8/13

Marco Lopez
 Marco Lopez

THE STATE OF TEXAS §
 COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Marco Lopez, 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 08 day of July 2013.

Ginger Tucker
 Notary Public, the State of Texas



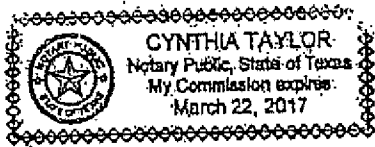
Date: 6/27/13

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy Travis Co. District Clerk Velda L. Price

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendant

§
§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY
DEFENDANT MARCO LOPEZ

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 Marco Lopez 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 Defendant to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendant Marco Lopez.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendant Marco Lopez, jointly and severally, in the amount of \$103,000.00, 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.

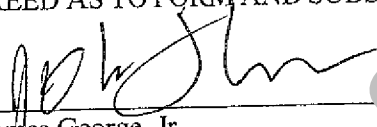
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Defendant Marco Lopez, jointly and severally, attorneys' fees in the amount of \$38,625.00 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00%, compounded annually, 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 Defendant Marco Lopez as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.

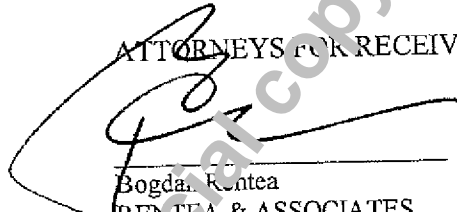
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE.



R. James George, Jr.
John W. Thomas
John R. McConnell
GEORGE BROTHERS KINCAID & HORTON, LLP
114 W. 7th St., Suite 1100
Austin, TX 78701-3012
Telephone: (512) 495-1400
Facsimile: (512) 495-0994

ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
ATTORNEY FOR THIRD-PARTY DEFENDANT
MARCO LOPEZ

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Steven Fecken, whose address is 1708 Hood Lane, Grapevine, Texas 76051 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

WHEREAS, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff \$47,500.00 (the "Monetary Consideration"), to be paid in the following manner: \$5,000.00 to be paid within five (5) days after court approval of this settlement; and payments of \$2,650.25 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016, July 1, 2016, October 1, 2016, December 1, 2016, January 1, 2017, and April 1, 2017. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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,

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

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

5. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment

and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

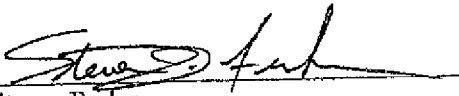
6. Other Proceedings. Plaintiff and Third Party Defendant hereby represent and confirm that they have not filed or otherwise initiated any pending lawsuit, complaint, charge, or other proceeding against each other apart from the claims and counterclaims in this lawsuit in any local, state, or federal court or agency. Third Party Defendant 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 Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
8. Non-Admission. Plaintiff and Third Party 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.
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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant 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 Defendant 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 Defendant 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 Defendant 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 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.
17. Valid Consideration. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
18. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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 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:

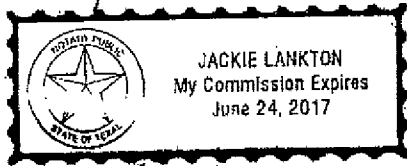
Date: July 8, 2013


Steven Fecken

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Fecken, 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 8 day of July 2013.



Jackie Lankton
Notary Public, the State of Texas

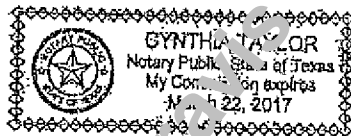
Date: 6/27/13

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy of this document. District Clerk Veva 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>Defendant,</i>	§	TRAVIS COUNTY, TEXAS
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET AL.</i>	§	
<i>Third-Party Defendant</i>	§	126 th JUDICIAL DISTRICT

**AGREED JUDGMENT AS TO THIRD PARTY
DEFENDANT STEVEN FEKEN**

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 Steven Feeken 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 Defendant to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendant Steven Feeken.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendant Steven Feeken, jointly and severally, in the amount of \$119,000.00, less credit for any settlement funds already received. This amount shall bear pre-judgment interest at 5.00% from August 12, 2011 until today and post-judgment interest at 5.00%, compounded annually, from today until paid.

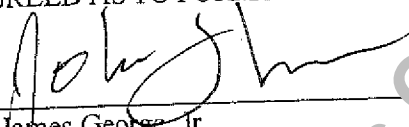
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Defendant Steven Feeken, jointly and severally, attorneys' fees in the amount of \$44,625.00 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00%, compounded 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 Defendant Steven Feeken as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.

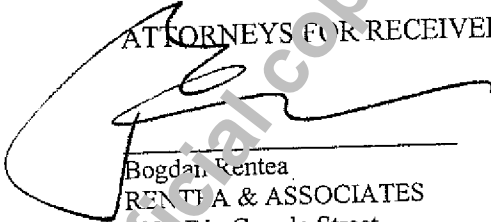
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:



R. James George, Jr.
John W. Thomas
John R. McConnell
GEORGE BROTHERS KINCAID & HORTON, LLP
114 W. 7th St., Suite 1100
Austin, TX 78701-3015
Telephone: (512) 495-1400
Facsimile: (512) 495-0994

ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA



Bogdan Kentea
KENTEA & ASSOCIATES
1702 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
ATTORNEY FOR THIRD-PARTY DEFENDANT
STEVEN FEEKEN

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.*,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Raymon G. Chadwick, Jr., whose address is 539 Crossland Blvd., Grand Prairie, Texas 75052 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

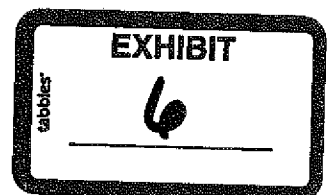
WHEREAS, Third Party Defendant denies having any liability for those claims; and

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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff \$30,000.00 (the "Monetary Consideration"), to be paid in the following manner: \$1,875.00 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016, July 1, 2016, October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party 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 or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.
4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.
5. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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 Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
7. Non-Admission. Plaintiff and Third Party 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 wrong doing.
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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 or which indemnity is sought. Receiver and Third Party Defendant 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 Defendant pursuant to Section 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 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.
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 Defendant 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 Defendant 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 Defendant 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 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.

16. Valid Consideration. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
17. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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 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.

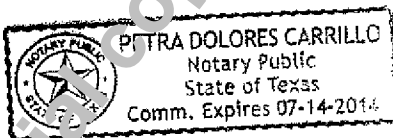
The Parties have executed this Agreement on the following dates:

Date: 7-1-13 Raymon G. Chadwick, Jr.
Raymon G. Chadwick, Jr.

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Raymon G. Chadwick, Jr., 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 1ST day of JULY 2013.



Pitra Dolores Carrillo
Notary Public, the State of Texas

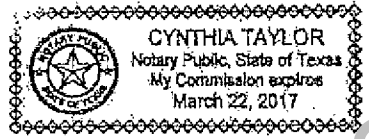
Date: 6/27/13

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy Travis Co. District Clerk Velva L. Price

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendant

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

**AGREED JUDGMENT AS TO THIRD PARTY
DEFENDANT RAYMON G. CHADWICK, JR.**

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 Raymon G. Chadwick, Jr. 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 Defendant to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendant Raymon G. Chadwick, Jr.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendant Raymon G. Chadwick, Jr., jointly and severally, in the amount of \$52,981.77, less credit for any settlement funds already received. This amount shall bear prejudgment interest at 5.00% from March 23, 2012 until today and post-judgment interest at 5.00%, compounded annually, from today until paid.

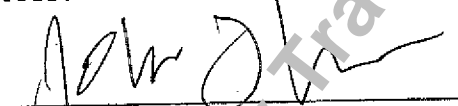
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Defendant Raymon G. Chadwick, Jr., jointly and severally, attorneys' fees in the amount of \$19,868.16 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest at a rate of 5.00%, 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 Defendant Raymon G. Chadwick, Jr. as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.

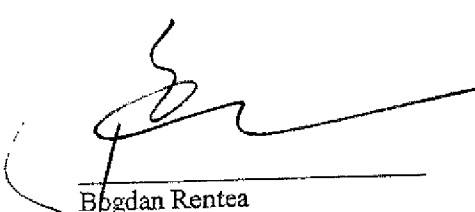
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:



R. James George, Jr.
State Bar No. 07810000
John W. Thomas
State Bar No. 19056425
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



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brente@rentealaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANT
RAYMON G. CHADWICK, JR.

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>Plaintiff,</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 (“Plaintiff” or “Receiver”) and third party defendants W. Neil “Doc” Gallagher and Gallagher Financial Group, Inc., whose address is 1845 Precinct Line Rd., Suite 215, Hurst, Texas 76054 (“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 126th 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 **\$250,000.00** (the "Monetary Consideration"), to be paid in the following manner: \$50,000.00 to be paid on or before July 20, 2013; and payments of \$16,666.67 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016, and one payment of \$16,666.63 on July 1, 2016. Third-Party Defendants will receive a \$50,000.00 discount off the total settlement amount if paid in full 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 7th 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 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 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 this 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 Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.

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 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.
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.

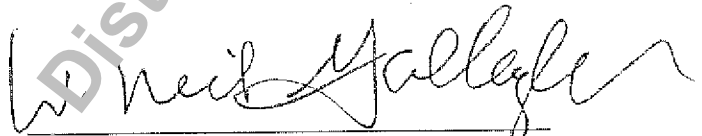
12. Waiver or Breach. The parties agree that one or more waivers or breaches of any covenant, term, or provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.
13. Entire Agreement. This Agreement 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.
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 any 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 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:

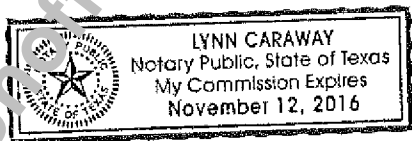
Date: JULY 2, 2013

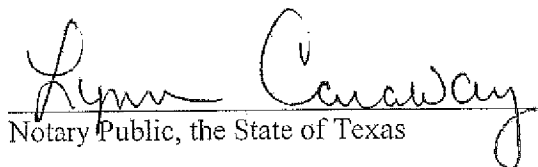

 W. Neil "Doc" Gallagher, Individually and on
 behalf of Gallagher Financial Group, Inc.

THE STATE OF TEXAS §
 §
 COUNTY OF Tarrant §

BEFORE ME the undersigned authority, on this day personally appeared W. Neil "Doc" Gallagher, 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 2nd day of July 2013.




 Notary Public, the State of Texas

Date: 4/27/13

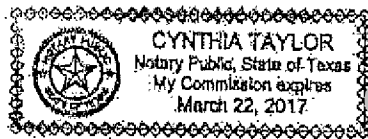
Eduardo S. Espinosa
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

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 27th day of June 2013.

Cynthia Taylor
Notary Public, the State of Texas



Unofficial copy Travis Co. District Clerk Vekva L. Price

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

STATE OF TEXAS,
Plaintiff,

IN THE DISTRICT COURT OF

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendants,

TRAVIS COUNTY, TEXAS

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendants

126th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS
W. NEIL "DOC" GALLAGHER AND GALLAGHER FINANCIAL GROUP, INC.

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 W. Neil "Doc" Gallagher and Gallagher Financial Group, Inc. 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 Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendants W. Neil "Doc" Gallagher and Gallagher Financial Group, Inc..


It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendants W. Neil "Doc" Gallagher and Gallagher Financial Group, Inc., jointly and severally, in the amount of \$1,400,000.00, less credit for any settlement funds already received.

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 Defendants W. Neil "Doc" Gallagher and Gallagher Financial Group, Inc. as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.


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



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brente@rentelaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANTS

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendants Walter C. Young and Creative Wealth Designs, LLC, whose address is 720 N. 78th St., Seattle, WA 98103 ("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 126th District Court, of Travis, County, Texas* ("the Lawsuit");

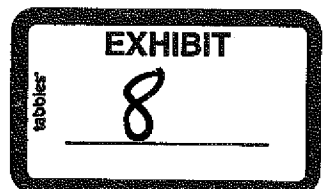
WHEREAS, Third Party Defendants deny having any liability for those claims; and

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 **\$30,000.00** (the "Monetary Consideration"), to be paid in the following manner: \$2,500.00 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016 and July 1, 2016. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant Walter C. Young agrees to make himself 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 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 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 his 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 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 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 Third Party Defendants 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 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 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 his 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 on or before any of the dates provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment 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 him the original and all copies of the Agreed Judgment.

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 and dismiss any appeals 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 Defendants 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 in 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 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 Third Party Defendants pursuant to Section 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

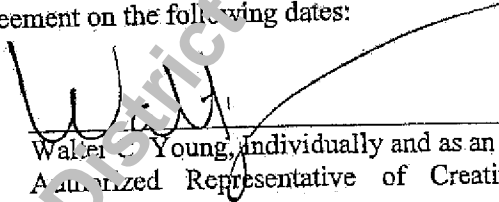
waiver of a subsequent breach of the same covenant, term, or provision, or as a waiver or breach of any other covenant, term, or provision.

13. Entire Agreement. This Agreement 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.
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 agree 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: 6/28/13

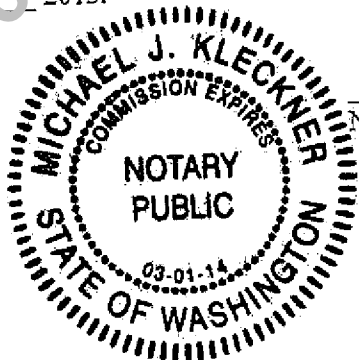



 Walter C. Young, individually and as an
 Authorized Representative of Creative Wealth
 Designs, LLC

THE STATE OF WASHINGTON §
 COUNTY OF King §

BEFORE ME, the undersigned authority, on this day personally appeared Walter C. Young, individually and as an authorized representative of Creative Wealth Designs, LLC, 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 28th day of June 2013.





 Notary Public, the State of Washington

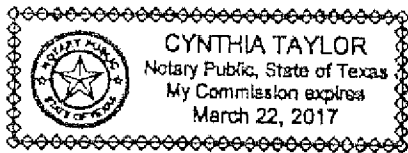
Date: June 27 2013

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy Travis Co. District Clerk Velda L. Price

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.
Third-Party Defendant

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY DEFENDANTS
WALTER C. YOUNG AND CREATIVE WEALTH DESIGNS, LLC

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, Walter C. Young and Creative Wealth Designs, LLC 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 Defendants to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby RENDERS judgment for the Receiver against Defendants Walter C. Young and Creative Wealth Designs, LLC.

It is ORDERED AND ADJUDGED by the Court that the Receiver have and recover actual damages from Defendants Walter C. Young and Creative Wealth Designs, LLC, jointly and severally, in the amount of \$74,000.00, less credit for any settlement funds already received. This amount shall bear prejudgment interest at 5.00% from March 23, 2012 until today and post-judgment interest at 5.00%, compounded annually, from today until paid.

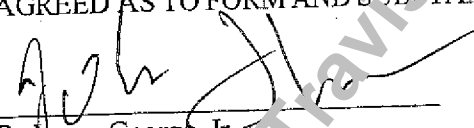
It is FURTHER ORDERED AND ADJUDGED that the Receiver have and recover from Defendant Walter C. Young and Creative Wealth Designs, LLC, jointly and severally, attorneys' fees in the amount of \$27,750.00 for services through trial of this cause. The attorneys' fee amounts shall bear post-judgment interest 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 Defendant Walter C. Young and Creative Wealth Designs, LLC as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.

JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:



R. James George, Jr.

State Bar No. 07810000

John W. Thomas

State Bar No. 19856125

John R. McConnell

State Bar No. 24053351

GEORGE BROTHERS KINCAID & HORTON, LLP

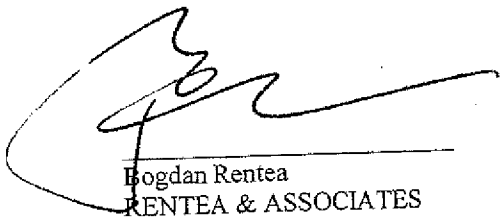
114 W. 11th St., Suite 1100

Austin, TX 78701-3015

Telephone: (512) 495-1400

Fax: (512) 499-0094

ATTORNEYS FOR RECEIVER EDUARDO ESPINOSA



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brente@rentelaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANTS
WALTER C. YOUNG AND CREATIVE WEALTH DESIGNS, LLC

Unofficial copy Travis Co. District Clerk Velda L. Price

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
<i>Plaintiff,</i>	§	
v.	§	
	§	
RETIREMENT VALUE, LLC, <i>ET. AL.,</i>	§	TRAVIS COUNTY, TEXAS
<i>Defendant,</i>	§	
	§	
JAMES SETTLEMENT SERVICES, LLC,	§	
<i>ET. AL.,</i>	§	
<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 Leonardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC ("Plaintiff" or "Receiver") and Third Party Defendant Michael A. Castellano, whose address is 17614 Black Rose Trail, Cypress, Texas 77429 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

WHEREAS, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff **\$30,000.00** (the "Monetary Consideration"), to be paid in the following manner: \$2,500.00 on October 1, 2013, January 1, 2014, April 1, 2014, July 1, 2014, October 1, 2014, January 1, 2015, April 1, 2015, July 1, 2015, October 1, 2015, January 1, 2016, April 1, 2016 and July 1, 2016. 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party Defendant expressly understand and agree that the exchange of release does not apply to actions brought by any of them to enforce the terms of this Agreement or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.

4. Agreed Judgment. Concurrently with the execution of this Agreement, Third Party Defendant 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 Defendant fails to make the payments promised in Section 1, above. In the event Third Party Defendant fails to make the payments promised in Section 1 on or before any of the date provided in Section 1, the Receiver shall be entitled to immediately abstract the Agreed Judgment and take whatever other steps necessary to finalize and enforce the judgment. Third Party Defendant also agrees 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 Defendant with prejudice and return to him the original and all copies of the Agreed Judgment.
5. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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 Defendant shall dismiss all counterclaims

alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.

7. Non-Admission. Plaintiff and Third Party 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.
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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 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 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.
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 Defendant 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 Defendant 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 Defendant 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 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. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.

17. Change of Facts. Plaintiff and Third Party Defendant understand and agree that the facts in respect of which this Agreement is made may hereafter prove to be other than, or in 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 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 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: 6-20-13

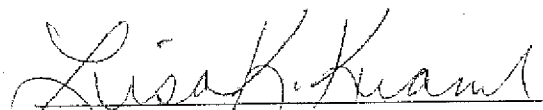


Michael A. Castellano

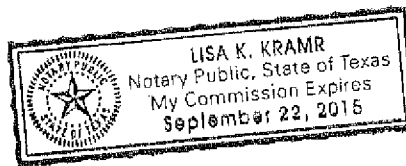
THE STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Michael A. Castellano, 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 20th day of June 2013.



Notary Public, the State of Texas



Date:

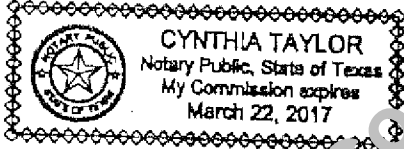
June 27, 2013

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

Unofficial copy Travis Co. District Clerk Velda L. Price

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC,
ET AL.,

Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET AL.

Third-Party Defendant

§
§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126th JUDICIAL DISTRICT

AGREED JUDGMENT AS TO THIRD PARTY
DEFENDANT MICHAEL A. CASTELLANO

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 Michael A. Castellano 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 Defendant to this judgment, is of the opinion that judgment should be rendered as follows:

The Court hereby **RENDERS** judgment for the Receiver against Defendant Michael A. Castellano.

It is **ORDERED AND ADJUDGED** by the Court that the Receiver have and recover actual damages from Defendant Michael A. Castellano, jointly and severally, in the amount of \$73,823.06, less credit for any settlement funds already received. This amount shall bear pre-judgment interest at 5.00% from March 23, 2012 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 Defendant Michael A. Castellano, jointly and severally, attorneys' fees in the amount of \$27,683.87 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 Defendant Michael A. Castellano as defined herein and is appealable upon severance.

Signed this ____ day of _____, 2013.

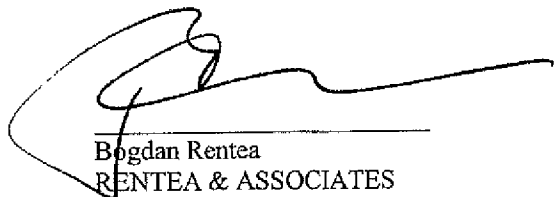
JUDGE PRESIDING

AGREED AS TO FORM AND SUBSTANCE:



R. James George, Jr.
State Bar No. 07810000
John W. Thomas
State Bar No. 19856415
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



Bogdan Rentea
RENTEA & ASSOCIATES
1002 Rio Grande Street
Austin, Texas 78701
(512) 472-6291
(512) 472-6278
brente@rentealaw.com
ATTORNEY FOR THIRD-PARTY DEFENDANT
MICHAEL A. CASTELLANO

Unofficial copy Travis Co. District Clerk Velva L. Price

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

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Ronald R. Coleman, whose address is 3030 LBJ Freeway, Suite 700, Dallas, Texas 75234 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

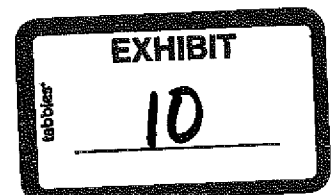
WHEREAS, Third Party Defendant denies having any liability for those claims; and

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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff **\$33,500.00** (the "Monetary Consideration"), to be paid on or before August 20, 2013. Payment 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party 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 or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.

4. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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.
5. Dismissal of Counterclaims. Third Party Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiff and Third Party 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.
7. 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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 1 above.

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 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.
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 the Third Party Defendant or Plaintiff's

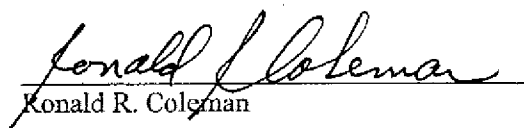
releases contained in this Agreement shall be resolved in all events in favor of waiver, release, relinquishment and disavowal of any possible claims. Third Party Defendant and Plaintiff agree that the waivers, releases, relinquishments and disavowals herein granted shall be with respect to claims, interests, rights, remedies and causes of action known or unknown, matured or unmatured, contingent or direct, existing or hereafter arising. Third Party Defendant 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.

14. Other Acknowledgments. Plaintiff and Third Party 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. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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 in 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:

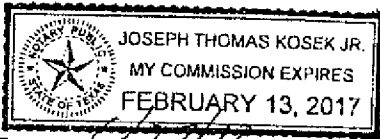
7-8-13


Ronald R. Coleman

THE STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Donald R. Coleman, 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 JULY 2013.



Date: 8/2/13

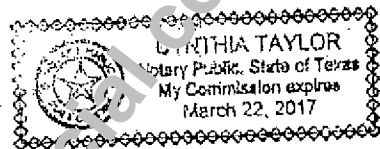
Joseph Thomas Kosek Jr.
Notary Public, the State of Texas

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendants Clement Ng and Lighthouse Capital Preservation, whose address is 2927 Sunset Terrace, San Mateo, California 94403 ("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 126th 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 \$20,000 (the "Monetary Consideration"), to be paid within thirty (30) days of the execution of this agreement. Payment 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 7th 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 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 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 himself and his 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 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 Third Party Defendants 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 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 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 his rights against the other to enforce the terms of this Agreement.

4. 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.
5. Dismissal of Counterclaims. Third Party Defendants shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
6. 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.
7. 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 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 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 Third Party Defendants pursuant to Section 1 above.

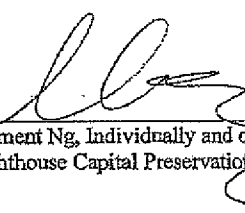
8. Attorney's Fees. All parties to this Agreement will bear their own attorney's fees, expenses and costs in this lawsuit.
9. Reasonable Steps. The parties further warrant and represent that they will cooperate fully and execute any and all supplementary documents and to take such additional actions 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 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.
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 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.

14. 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.
15. Valid Consideration. Plaintiff and Third Party Defendants agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. 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.
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:

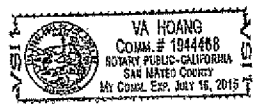
Date: 7/25/2013

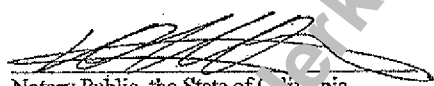

Clement Ng, Individually and on behalf of
Lighthouse Capital Preservation

THE STATE OF CALIFORNIA §
COUNTY OF San Mateo §

BEFORE ME, the undersigned authority, on this day personally appeared Clement Ng, 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 purpose and considerations therein expressed and in the capacity or capacities indicated.

WNY GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25 day of 2013.




Notary Public, the State of California

Date: _____

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 ____ day of _____ 2013.

Notary Public, the State of Texas

Unofficial Copy Travis County District Clerk Verna L. Price

THE STATE OF CALIFORNIA §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared Clement Ng, 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 _____ day of _____ 2013.

Notary Public, the State of California

Date: 8/27/13

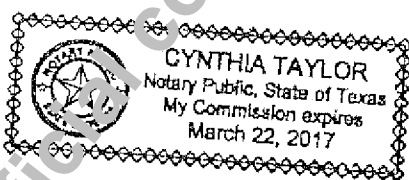
Eduardo S. Espinosa
Eduardo S. Espinosa in his capacity as Receiver of Retirement Value, LLC

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.,*
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,

Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant Steven J. Skijus, whose address is 3405 W. McKay Ave., Tampa, Florida 33609 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

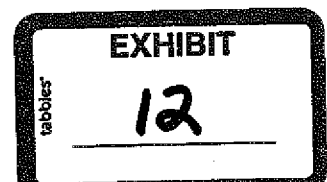
WHEREAS, Third Party Defendant denies having any liability for those claims; and

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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff \$17,200 (the "Monetary Consideration"), to be paid within thirty (30) days of the execution of this agreement. Payment 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.

2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party 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 or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.

4. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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.
5. Dismissal of Counterclaims. Third Party Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiff and Third Party 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.
7. 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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 1 above.

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 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.
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 the Third Party Defendant 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 Defendant 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 Defendant 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.

14. Other Acknowledgments. Plaintiff and Third Party 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. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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.
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:

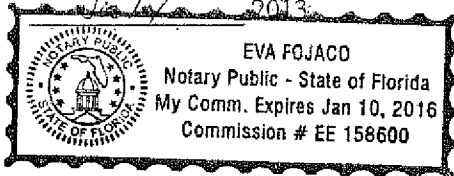
17-2-13

Steven J. Skijus
Steven J. Skijus

THE STATE OF FLORIDA §
 §
COUNTY OF Hillsborough §

BEFORE ME, the undersigned authority, on this day personally appeared Steven J. Skijus, 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 2nd day of July, 2013.



Eva Fojaco
Notary Public, the State of Florida

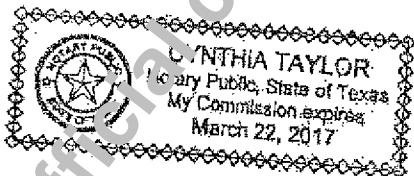
Date: 6/27/13

Eduardo S. Espinosa & E
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 27th day of June, 2013.



Cynthia Taylor
Notary Public, the State of Texas

STATE OF TEXAS,
Plaintiff,

v.

RETIREMENT VALUE, LLC, *ET. AL.*,
Defendant,

JAMES SETTLEMENT SERVICES, LLC,
ET. AL.,
Third-Party Defendants

§
§
§
§
§
§
§
§
§

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 ("Plaintiff" or "Receiver") and Third Party Defendant T. C. Weston, whose address is 552 N. W. Douglas St., Burlington, Texas 76028 ("Third Party Defendant").

WHEREAS, Plaintiff asserted various claims against Third Party Defendant 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");

WHEREAS, Third Party 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, Plaintiff and Third Party 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, Plaintiff and Third Party 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. Third Party Defendant agrees to pay Plaintiff **\$6,200.00** (the "Monetary Consideration"), to be paid in the following manner: \$3,700.00 to be paid within seven (7) days of the execution of this agreement, and \$2,500.00 to be paid within sixty (60) days of the execution of this agreement. Payment 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 7th Street, Suite 1100, Austin, Texas 78701. This settlement is expressly conditioned on and subject to court approval.
2. Agreement to Cooperate: Third Party Defendant agrees to make himself 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 Defendant represents that Third Party 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 Plaintiff, 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 Third Party Defendant releases, 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 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 Third Party 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 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 Defendant, for himself and his 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 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 Third Party Defendant 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 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 Third Party 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 or any efforts by the Receiver to enter or enforce the Agreed Judgment required by Section 4 hereof. Receiver and Third Party Defendant shall reserve and each has reserved all of his rights against the other to enforce the terms of this Agreement.

4. Other Proceedings. Plaintiff and Third Party 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. Third Party Defendant 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.
5. Dismissal of Counterclaims. Third Party Defendant shall dismiss all counterclaims alleged against the Receiver and dismiss any appeals within three (3) days of court approval of this settlement.
6. Non-Admission. Plaintiff and Third Party 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.
7. 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 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 has been or may subsequently be brought by, through, or on behalf of Third Party 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 Third Party Defendant 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 Defendant pursuant to Section 1 above.

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 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.

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 the Third Party Defendant 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 Defendant 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 Defendant 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.
14. Other Acknowledgments. Plaintiff and Third Party 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. Plaintiff and Third Party Defendant agree that this Agreement is supported by good, valuable, and sufficient consideration.
16. Change of Facts. Plaintiff and Third Party 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. Plaintiff and Third Party 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 in 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:

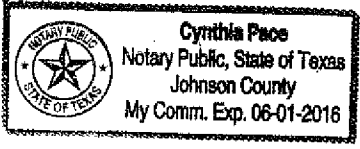
Date: 7/1/13

T. C. Weston
T. C. Weston

THE STATE OF TEXAS §
 §
COUNTY OF Johnson §

BEFORE ME, the undersigned authority, on this day personally appeared T. C. Weston, 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 1st day of July 2013.



Cynthia Pace
Notary Public, the State of Texas

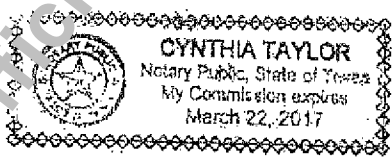
Date: 6/27/13

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 27th day of June 2013.



Cynthia Taylor
Notary Public, the State of Texas

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

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

126th JUDICIAL DISTRICT

ORDER ON RECEIVER’S SEVENTH MOTION FOR APPROVAL OF SETTLEMENTS WITH THIRD-PARTY DEFENDANTS/LICENSEES

On the ____ day of _____, 2013, the Court heard the Receiver’s Amended Seventh Motion for Approval of Settlements with Third-Party Defendants/Licensees Third-Party Defendants Reid Thorburn, Barbara H. Thorburn, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, Secured Financial Strategies, LLC, Brian Cervenka, David Shields, Global One Direct, LLP, Marco Lopez, Steven Feeken, Raymon G. Chadwick Jr., W. Neil “Doc” Gallagher, Gallagher Financial Group, Inc., Walter C. Young, Creative Wealth Designs, LLC, Michael Castellano, Ronald Coleman, Clement Ng, Lighthouse Capital Preservation, Stephen J. Skijus, T. C. Weston, James Craig Orr, Jerry Neal Orr, John Reagan, Frederick Rust and Carol Rust (collectively “the Defendants). 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 Reid Thorburn, Barbara H. Thorburn, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, Secured Financial Strategies, LLC, Brian Cervenka, David Shields, Global One Direct, LLP, Marco Lopez, Steven Feeken, Raymon G. Chadwick Jr., W. Neil “Doc”

Gallagher, Gallagher Financial Group, Inc., Walter C. Young, Creative Wealth Designs, LLC, Michael Castellano, Ronald Coleman, Clement Ng, Lighthouse Capital Preservation, Stephen J. Skijus, T. C. Weston, James Craig Orr, Jerry Neal Orr, John Reagan, Frederick Rust and Carol Rust are approved as are the legal fees and expenses associated with each settlement.

It is further ORDERED that upon completion of the terms of the settlement agreements, the claims of Retirement Value brought by the Receiver against Defendants Reid Thorburn, Barbara H. Thorburn, Reid Thorburn, Trustee of the Reid H. & Barbara H. Thorburn Irrevocable Family Trust, Secured Financial Strategies, LLC, Brian Cervenka, David Shields, Global One Direct, LLP, Marco Lopez, Steven Feeken, Raymond G. Chadwick Jr., W. Neil "Doc" Gallagher, Gallagher Financial Group, Inc., Walter C. Young, Creative Wealth Designs, LLC, Michael Castellano, Ronald Coleman, Clement Ng, Lighthouse Capital Preservation, Stephen J. Skijus, T. C. Weston, James Craig Orr, Jerry Neal Orr, John Reagan and Frederick Rust are dismissed with prejudice.

Signed this ___ day of _____, 2013.

THE HONORABLE GISELA D. TRIANA,
JUDGE PRESIDING