

**SETTLEMENT AGREEMENT**

The parties to this Settlement Agreement (the "Agreement"), entered as of December 31, 2011, are RJ Zayed, in his capacity as Court-appointed Receiver ("the Receiver") and Western International Securities, Inc. ("Western").

**WHEREAS**, the Receiver was appointed Receiver for the estates of Trevor G. Cook ("Cook"), Patrick J. Kiley ("Kiley"), Jason Bo-Alan Beckman ("Beckman"), The Oxford Private Client Group, LLC ("PCG"), Oxford Global Advisors, LLC ("OGA"), Oxford Global Partners, LLC ("OGP") and various other entities controlled by them (the "Receivership Entities"), by the United States District Court for the District of Minnesota, Chief Judge Michael J. Davis presiding, on November 23, 2009 in the cases of *SEC v. Cook et al.*, 09-cv-3333, and *CFTC v. Cook et al.*, 09-cv-3332, and on March 8, 2011 in the case of *SEC v. Beckman et al.*, 11-cv-574. *Order Appointing Receiver*, No. 09-cv-3333, Doc. 13 (Nov. 23, 2009); *Ex Parte Statutory Restraining Order*, No. 09-cv-3332, Doc. 21 (Nov. 23, 2009); *Second Amended Order Appointing Receiver*, No. 09-cv-3333, Doc. 68 (Dec. 11, 2009); *Order Continuing Appointment of the Temporary Receiver*, No. 09-cv-3332, Doc. 96 (Dec. 11, 2009); *Order Appointing Receiver*, No. 11-cv-574, Doc. 10 (Mar. 8, 2011) (collectively "Receivership Orders").

**WHEREAS**, pursuant to the Receivership Orders, the Receiver stands in the place of the Receivership Entities and is authorized to pursue all suits which may be brought by the Receivership Entities. *Second Amended Order Appointing Receiver*, No. 09-cv-3333, Doc. 68 at 3 (Dec. 11, 2009); *Order Continuing Appointment of the Temporary Receiver*, No. 09-cv-3332, Doc. 96, at 4 (Dec. 11, 2009); *Order Appointing Receiver*, No. 11-cv-574, Doc. 10, at 3 (Mar. 8, 2011). All proceedings that concern any of the Receivership Entities are referred to herein, individually

and collectively, as “Receivership Proceedings.” Each and all persons and entities that have or will submit a valid proof of claim to the Receiver concerning any of the Receivership Entities are referred to herein, individually and collectively, as “Receivership Claimants.”

**WHEREAS**, PCG, OGA and OGP are included among the Receivership Entities, along with “every other corporation, partnership, trust and/or entity (regardless of form) which is directly or indirectly owned by or under the direct or indirect control of Cook or Kiley, or any individual working in concert with any of the Defendants . . . .” *Second Amended Order Appointing Receiver*, No. 09-cv-3333, Doc. 68, at 2 (Dec. 11, 2009); Complaint, No. 09-cv-3333, Doc. 1, at 1; *see also Ex Parte Statutory Restraining Order*, No. 09-cv-3332, Doc. 21, at 7 (Nov. 23, 2009). The Receivership Entities further include, “every other corporation, company, partnership, trust and/or other entity (regardless of form) which is directly or indirectly owned by or under the direct or indirect control of Defendant Beckman . . . or Relief Defendant Hollie Beckman . . . .” *Order Appointing Receiver*, No. 11-cv-574, Doc. 10, at 2 (Mar. 8, 2011).

**WHEREAS**, Beckman was an independent contractor registered representative for Western from March 2008 through May 2009 and, in such capacity, solicited investors and traded investment products on behalf of clients holding accounts at Western.

**WHEREAS**, the Receiver contends that Beckman, while acting in the capacity as a principal of Receivership Entities including at least PCG, OGA, and OGP, and while an independent contractor registered representative for Western, participated in operating one of the largest Ponzi schemes in Minnesota’s history.

**WHEREAS**, the Receiver contends that several of the Receivership Entities, including PCG, OGA, and OGP, have legally cognizable claims against Western arising out of Western’s

acts and/or omissions in providing substantial assistance to Beckman in his proliferation and operation of the Ponzi scheme, including, but not limited to, claims of aiding and abetting breach of fiduciary duty, aiding and abetting fraud, respondeat superior, breach of fiduciary duty, and negligence.

**WHEREAS**, Western expressly denies that the Receivership Entities, or any of them, or any the Receivership Claimants or investors or claimants of Beckman or the Receivership Entities, have any legally cognizable claims against Western, and Western is prepared to vigorously defend against any claims the Receiver or any investor has or may assert against Western.

**WHEREAS**, the Receiver delivered a draft complaint to Western on November 16, 2011 (the "Draft Complaint") as an initial attempt to resolve its claims against Western.

**WHEREAS**, Western represents that it had excess net capital as of November 30, 2011 of approximately \$553,000 and that its net capital position has not changed substantially since then.

**WHEREAS**, Western previously entered into a settlement with several individual investors (the "Quiggle/Woodbeck/Olson Claimants") pursuant to which Western agreed to pay, and did pay, the sum of \$495,500, which amount is being held in escrow pending this Court's further order ("Escrow Funds").

**WHEREAS**, Western is an insured under a \$1 million insurance policy through Everest Indemnity Insurance Company ("Everest"), Policy No. FL5 EE00006-091 (the "Everest Policy"), and Western is not aware of any other insurance policy which may be available to provide any insurance coverage to Western relating to any acts, errors or omissions of Beckman or any entity owned or controlled by Beckman ("Beckman Entity").

**WHEREAS**, Western enters into this Agreement for the purpose of resolving, to the greatest extent possible, all claims the Receiver, and any claimant or investor of Beckman or the Receivership Entities, has or may assert against Western so that Western may avoid further costs of defense in defending such claims.

**WHEREAS**, the Receiver desires to distribute the consideration paid by Western pursuant to this Agreement, as described within, to the Receivership Claimants, with the intent that any Receivership Claimant who willingly and knowingly accepts any proceeds from this Agreement will be barred from bringing any collateral claims by the [Proposed] Order Approving Settlement Agreement and Barring the Filing and Prosecution of Released Claims Against Western International Securities, Inc. (the "Order").

#### **AGREEMENT TERMS**

In exchange for the promises contained herein and other good and valuable consideration, the sufficiency of which is acknowledged by both parties to the Agreement, the Receiver and Western agree as follows:

- (1) Agreement Subject to Court Approval. This Agreement is subject to and contingent upon the Court approving all terms in this Agreement, including but not limited to the releases set forth in Paragraphs 6 and 8 herein, and entering the Order. The Receiver shall use best efforts to obtain Court approval as soon as possible, and shall file a motion to approve this Agreement and request entry of the Order no later than January 20, 2012.
- (2) Finality of Settlement: The settlement shall be considered final for purposes of this Agreement: (a) upon the entry of the Order described in Paragraph (1) above; and (b) upon the expiration of any applicable appeal period for the appeal of the Order without appeal having been filed, or if an appeal is taken, upon entry of an order affirming the Order appealed from and the expiration of any applicable period of reconsideration, rehearing, or appeal of such affirmance without any motion for reconsideration or rehearing or further appeal having been filed (the "Effective Date").

- (3) Notice: The Receiver shall provide public notice of his motion seeking the Court's approval of this Agreement and any proceedings to approve and implement this Agreement (the "Notice"). The Notice will be made available via the Receiver's motion, which shall be publicly filed in *SEC v. Cook et al.*, 09-cv-3333, *CFTC v. Cook et al.*, 09-cv-3332, and *SEC v. Beckman et al.*, 11-cv-574, as well as the Receiver's website (www.cookkileyreceiver.com), which the parties to the Agreement agree is the best and most practical means of notice to: (a) any Receivership Claimant; (b) all persons known by the Receiver to have invested in any of the Receivership Entities; (c) all parties to Receivership Proceedings; (d) the insurers referenced in this Agreement; (e) persons or entities represented by the Receiver pursuant to the Receivership Orders; (f) parties represented by any attorney who signs this Agreement; and, (g) any person or entity who was an investor or creditor of a Receivership Entity at the time of the Receivership Orders.
- (4) Consideration: In consideration of the promises and releases set forth below, and without admitting any liability for any claims that have or may be asserted against it, Western agrees to contribute \$1,500,000 (One Million Five Hundred Thousand Dollars and No Cents) (the "Settlement Amount") to settle the claims described in this Agreement. Western shall have no responsibility for payment of any portion of the Settlement Amount other than as set forth in paragraphs a, b, c, and d, below.
- a. Cash Payment. Western agrees to pay the Receiver the sum of \$410,000 (Four Hundred and Ten Thousand Dollars and No Cents) in cash on or before the seventh (7) day after the Effective Date of this Agreement. In no event shall the cash payment by Western under this Agreement exceed \$410,000. Payment shall be made, on a business day, by delivery of a cashier's check or via wire transfer.
  - b. Assignment of the right to the Escrow Funds. Western, for good and valuable consideration received, hereby assigns, transfers, and sets over to the Receiver all of its right, title and interest, if any, in the Escrow Funds. In the event the Court determines that the Quiggle/Woodbeck/Olson Claimants are not entitled to the Escrow Funds, and subject only to paragraph 1 of this Agreement, Western agrees that the Escrow Funds should be paid over, immediately and in full, with any accrued interest, to the Receiver pursuant to this Agreement. Western makes no representation or warranty as to its rights to or interest in the Escrow Funds. However, if the Court determines that the Quiggle/Woodbeck/Olson Claimants are not entitled to the Escrow Funds, Western agrees to cooperate in the Receiver's efforts to obtain the Escrow Funds.
  - c. Assignment of Western's rights under the Everest Policy to Receiver. Western, for good and valuable consideration received, hereby assigns, transfers and sets

over to the Receiver all of Western's right, title and interest, if any, in and to the claims and causes of actions arising out of, the Everest Policy, together with all of the payments, proceeds, and compensation and any and all monies due to Western in connection with or pursuant to the above, including all payments, proceeds, compensation and any and all monies which Western, in any way or manner, is or will be entitled to receive under and pursuant thereto. If such assignment shall not be effective to enable the Receiver to obtain payment on the Everest Policy, the Receiver may at his sole discretion prosecute claims on such policy on behalf of Western at the Receiver's expense. Western makes no representation or warranty as to whether it has any right, title or interest remaining in the Everest Policy, or the right to assign any right, title or interest in the Everest Policy, or to the value of any such claims or causes of action arising out of the Everest Policy or their assignment. The Receiver has a copy of the Everest Policy, and the Quiggle/Woodbeck/Olson settlement agreement, and is aware that there are multiple claimants to the Everest Policy proceeds. However, if the Court determines that the Quiggle/Woodbeck/Olson Claimants are not entitled to the Escrow Funds, Western agrees to cooperate in providing notice to Everest or any other necessary insurance carrier that it does not object to the release of policy proceeds to fund this settlement.

- d. Assignment of Western's claims against NRP. Western, for good and valuable consideration received, hereby assigns, transfers and sets over to the Receiver any and all of its rights, including any and all claims and causes of action arising under law or equity, against NRP Financial, Inc., and each of its owners, directors, officers, control persons, employees, registered representatives, agents, successors, assigns (if any), attorneys, insurers, agents, heirs, and estates. Western agrees to cooperate with the Receiver in the pursuit of all such claims and causes of actions.
  - e. Western shall have no recourse if the Receiver is not able to obtain funds to fully satisfy the Settlement Amount from any of the sources in paragraphs b., c. and d. above.
- (5) Cooperation Agreement. Western shall provide reasonable cooperation to the Receiver in the pursuit of any claims, causes of actions, lawsuits or rights assigned or conveyed herein, including: (a) delivering any necessary documentation upon request, provided that Western has possession or control of the requested documentation; (b) attending depositions; and (c) otherwise providing information requested by the Receiver to fulfill the full extent of this Agreement. The parties understand and agree that this provision is not intended to operate as a waiver of any privileges.
- (6) Receiver's Release of Western. The "Releasing Parties" under this Agreement are the Receiver, on his own behalf, and on behalf of the Receivership Entities and any and all

of their agents, advisors, employees, successors, personal representatives, and assigns (if any), and each of them; all persons and entities in privity with the Receiver; and any Receivership Claimant who willingly and knowingly accepts any proceeds from this Agreement (individually and collectively, the "Releasing Parties"). Upon Western's performance under this Agreement, the Releasing Parties hereby release, acquit, and forever discharge Western, and each of its owners, directors, officers, control persons, employees, registered representatives (excluding Beckman and any owners, directors, officers, control persons, employees, registered representatives or agents of any Receivership Entities), agents, successors, assigns (if any), attorneys, insurers, agents, heirs, and estates, and each of them, from any and all claims, liabilities, demands, actions, suits, causes of action of every kind and nature, demands for damage, expenses, attorney fees, and compensation of every kind and nature whatsoever, that the Releasing Parties had or currently have related to, concerning, or arising out of the alleged proliferation and operation of the Ponzi scheme described above, by Beckman or any owners, directors, officers, control persons, employees, investment advisor representatives or agents of any Receivership Entities, whether arising in contract or tort, including, without limitation, any claims relating to fraud, including without limitation fraud in the inducement, whether known or unknown, contingent or matured, foreseen or unforeseen, asserted or unasserted, including, but not limited to, all claims for compensatory, general, special, consequential, incidental, and punitive damages, attorney fees, and equitable relief, except as set forth in this Agreement (collectively referred to as the "Released Claims"). These claims include, but are not limited to, claims on guarantees, claims made under Section 10 of the 1934 Act and Rule 10b-5 (including, but not limited to, any claims for unsuitability, fraud, misrepresentation, or negligence), violation of the 1933 Act, violations of any other applicable securities laws (both federal and state for both primary and secondary liability), breach of contract, misrepresentation, conversion, vicarious/control person liability, negligence (including failure to supervise), violations of FINRA, SEC, or state regulatory rules, compensatory damage claims, punitive damage claims, and all claims related thereto and thereafter, including, but not by way of limitation, any claims for fraud, deceit, breach of fiduciary duty, suitability, churning, compensatory damages, punitive damages, attorney fees and costs, and vicarious liability for such claims, and any other claims arising from the sale, purchase, or solicitation of Beckman investments, or the common core of operative facts addressed in the Receivership Proceedings concerning Beckman and the Beckman Entities.

- a. To the extent permitted by law, all parties who have Released Claims under this Agreement are deemed to have expressly waived, released, and forever discharged any and all defenses, provisions, rights and benefits that may be available under:
  - i. Section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

and/or

ii. Any statute, law, or the common law of any jurisdiction which is similar, comparable or equivalent to Section 1542 of the California Civil Code.

b. Nothing in the above releases and covenants will be construed to release claims that the Receiver and the Receivership Claimants, investors, creditors, and other claimants may have arising from or relating to any other person or entity not expressly provided herein.

(7) Notice Concerning Release to Receivership Claimants: All checks distributed to investors and claimants by the Receiver which consist in whole or in part of funds received from this Agreement shall include the following legend in conspicuous text on the check: “CASHING RELEASES WESTERN,” and further be accompanied by a transmittal letter stating the following: “BY CASHING THIS CHECK YOU ARE AGREEING TO RELEASE ANY CLAIMS YOU MAY HAVE AGAINST WESTERN INTERNATIONAL SECURITIES, INC. THE FULL TERMS OF THE RELEASE ARE AT WWW.COOKKILEYRECEIVER.COM.”

(8) Western's Releases. Upon the Court's approval of, and the Receiver's performance under, this Agreement, Western, and any and all of its agents, advisors, employees, successors, personal representatives, and assigns (if any), hereby release, acquit, and forever discharge the Receiver, all of the Receivership Entities and each of their agents, successors, assigns (if any), attorneys, insurers, agents, heirs, and estates, and each of them, and any Receivership Claimant who knowingly and willingly accepts proceeds from the Agreement from any and all claims, liabilities, demands, actions, suits, causes of action of every kind and nature, demands for damage, expenses, attorney fees, and compensation of every kind and nature whatsoever related to, concerning, or arising out of the alleged proliferation and operation of the Ponzi scheme described above, by Beckman or any owners, directors, officers, control persons, employees, investment advisor representatives or agents of any Receivership Entities.

(9) Plan of Distribution. The Receiver agrees to distribute the net proceeds of the funds paid pursuant to this Agreement (net of payment of attorney fees and costs directly associated with this settlement) to all Receivership Claimants as soon as reasonably

practicable following the Effective Date. Any amounts represented by such distribution checks that are not cashed within the time provided by Minnesota state law for the negotiation of checks shall remain under the Receiver's control for future distribution to Receivership Claimants and/or, with approval of the Court, payment of Receivership expenses. The distribution checks may be combined with any additional funds the Receiver has received from NRP Financial, Inc., which are available as of the date of the distribution being made, and may be combined with any other funds the Receiver has available for distribution. The fact that some Receivership Claimants do not negotiate their distribution checks shall not be a basis for Western to challenge the finality of this settlement or fail to perform any of its obligations hereunder.

- (10) No Publicity. The Receiver agrees that he will not issue a press release, or otherwise publicize the fact or terms of this Agreement other than within the context of *SEC v. Cook et al.*, 09-cv-3333, *CFTC v. Cook et al.*, 09-cv-3332, and *SEC v. Beckman et al.*, 11-cv-574, at the Court's direction, or otherwise in fulfillment of the Receivership Orders, and that the settlement shall remain confidential except as necessary for purposes of the litigation. The Receiver will not disclose the contents of the Draft Complaint except as directed by the Court.
- (11) No Material Representations And Warranties. Each party has entered into this Agreement freely and by its own determination without reliance on any representation or warranty other than the express representations and warranties contained herein.
- (12) Exclusive Venue And Jurisdiction Over Disputes. The United States District Court for the District of Minnesota shall retain jurisdiction over any disputes that may arise over the performance of this Agreement or the releases granted herein.
- (13) Execution. This Agreement may be executed in one or more counterparts, with each part being deemed a part of the original document, and facsimile or other electronic signatures shall be deemed an original signature.
- (14) Merger Clause. This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter hereof, and terminates or supersedes any prior agreement or understanding between the parties relating to such subject matter. This Agreement may not be altered, modified, or changed unless in writing and signed by the Parties.
- (15) No Waiver. No waiver by any party of any breach of any term, condition, warranty, or obligation by any other party shall be construed as a waiver of any subsequent breach of that term, condition, warranty, or obligation or of any other term, condition, warranty, or obligation of this Agreement of the same or different nature.

- (16) Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, all other provisions of this Agreement shall survive and remain fully enforceable.
- (17) Authorization and Power. Each party to this Agreement represents and warrants to the other that it has full right, power, and authority to enter into and perform this Agreement, and that the execution of this Agreement by the person signing it on its behalf is binding on such party.
- (18) Construction. This Agreement shall be construed as if jointly written by the parties and reviewed and approved by their respective legal counsel.

IN WITNESS WHEREFOR, the parties have executed this Agreement:

**RECEIVER R.J. ZAYED**

By: \_\_\_\_\_

1-12-12

**WESTERN INTERNATIONAL SECURITIES CORP.**

By: \_\_\_\_\_

Agreed as to form:

**REID COLLINS TSAI LLP**  
Special Counsel for RJ Zayed As Court-Appointed Receiver

By: \_\_\_\_\_

William T. Reid IV  
Two Wall Street  
Suite 5200  
New York, New York 10005  
(212) 344-5200


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**RECEIVER R.J. ZAYED**

\_\_\_\_\_  
By:

**WESTERN INTERNATIONAL SECURITIES CORP.**

  
By: *D. J. [unclear] CEO*

Agreed as to form:

**REID COLLINS TSAI LLP**  
Special Counsel for RJ Zayed As Court-  
Appointed Receiver

By: \_\_\_\_\_

William T. Reid IV  
Two Wall Street  
Suite 5200  
New York, New York 10005  
(212) 344-5200

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**RECEIVER R.J. ZAYED**

\_\_\_\_\_  
By:


**WESTERN INTERNATIONAL SECURITIES CORP.**

\_\_\_\_\_  
By:

Agreed as to form:

**REID COLLINS TSAI LLP**  
Special Counsel for RJ Zayed As Court-  
Appointed Receiver

By:

  
\_\_\_\_\_  
William T. Reid IV  
Two Wall Street  
Suite 5200  
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(212) 344-5200

MARKUN ZUSMAN & COMPTON, LLP  
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By: 

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17383 Sunset Blvd  
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Pacific Palisades, California 90272  
(310) 454-5900

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UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

U.S. COMMODITY FUTURES  
TRADING COMMISSION,  
Plaintiff,

v.

Case No. 09-cv-3332 (MJD/FLN)

TREVOR COOK et al.,  
Defendants,

R.J. ZAYED,  
Receiver.

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UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION,  
Plaintiff,

v.

Case No. 09-cv-3333 (MJD/FLN)

TREVOR G. COOK, et al.,  
Defendants,

R.J. ZAYED,  
Receiver.

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UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION,  
Plaintiff,

v.

Case No. 11-cv-574 (MJD/FLN)

JASON BO-ALAN BECKMAN, et al.,  
Defendants,

R.J. ZAYED,  
Receiver.

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**[PROPOSED ORDER] APPROVING SETTLEMENT AGREEMENT AND  
BARRING THE FILING AND PROSECUTION OF RELEASED CLAIMS  
AGAINST WESTERN INTERNATIONAL SECURITIES, INC.**

THIS MATTER came before the Court upon the Receiver's Motion to approve the Settlement Agreement with Western International Securities, Inc. and the associated order contemplated in that Settlement Agreement. The Settlement Agreement that is the subject of this Order is filed at *SEC v. Cook et al.*, 09-cv-3333, Docket No. \_\_\_, *CFTC v. Cook et al.*, 09-cv-3332, Docket No. \_\_\_, and *SEC v. Beckman et al.*, 11-cv-574, Docket No. \_\_\_.

A. R.J. Zayed (hereafter "Receiver") was appointed by this Court as Receiver for the estates of Trevor G. Cook ("Cook"), Patrick J. Kiley ("Kiley"), Jason Bo-Alan Beckman ("Beckman"), The Oxford Private Client Group, LLC ("PCG"), Oxford Global Advisors, LLC ("OGA"), Oxford Global Partners, LLC ("OGP"), and various other entities controlled by them (the "Receivership Entities"), in the cases of *SEC v. Cook, et al.*, 09-cv-3333 (D. Minn.), and *CFTC v. Cook, et al.*, 09-cv-3332 (D. Minn.), and *SEC v. Beckman, et al.*, 11-cv-574 (D. Minn.). *Order Appointing Receiver*, No. 09-cv-3333, Doc. 13 (D. Minn. Nov. 23, 2009); *Ex Parte Statutory Restraining Order*, No. 09-cv-3332, Doc. 21 (D. Minn. Nov. 23, 2009); *Second Amended Order Appointing Receiver*, No. 09-cv-3333, Doc. 68 (D. Minn. Dec. 11, 2009); *Order Continuing Appointment of the Temporary Receiver*, No. 09-cv-3332, Doc. 96 (D. Minn. Dec. 11, 2009); *Order Appointing Receiver*, No. 11-cv-574, Doc. 10 (D. Minn. Mar. 8, 2011) (collectively "Receivership Orders").

B. The Receiver contended that several of the Receivership Entities, including PCG, OGA, and OGP, had legally cognizable claims against Western International

Securities, Inc. (“Western”), and provided a draft complaint to Western setting forth those claims.

C. Although Western denies liability, it agreed to enter into a Settlement Agreement, dated December 31, 2011, to settle the Receiver’s claims for the purpose of avoiding further defense costs and with the intent of obtaining finality, to the greatest extent possible, regarding litigation arising out of the conduct of its former independent contractor registered representative, Jason Bo-Alan Beckman (“Beckman”), related to this Ponzi scheme.

Based on the Agreement between the parties and all of the files and documents in these cases, the Court being duly advised on the premises, HEREBY ORDERS AS FOLLOWS:

1. The Court approves the Settlement Agreement between the Receiver and Western that is filed at *SEC v. Cook et al.*, 09-cv-3333, Docket No. \_\_\_\_, *CFTC v. Cook et al.*, 09-cv-3332, Docket No. \_\_\_\_, and *SEC v. Beckman et al.*, 11-cv-574, Docket No. \_\_\_\_.
2. This Order and the Settlement Agreement approved herein shall apply to the following Releasing Parties:
  - a. The Receiver, on his own behalf, and on behalf of the Receivership Entities and any and all of their agents, advisors, employees, successors, personal representatives, and assigns (if any), and each of them;
  - b. All persons and entities in privity with the Receiver; and

c. All persons and entities that have or will submit a valid proof of claim to the Receiver concerning any of the Receivership Entities and who willingly and knowingly accept any proceeds from the Settlement Agreement.

3. The Releasing Parties are hereby barred from any further pursuit of the claims set forth in Paragraph 6 of the Settlement Agreement.

4. Western is hereby barred from any further pursuit of the claims set forth in Paragraph 8 of the Settlement Agreement.

SO ORDERED.

Dated: \_\_\_\_\_, 2012.

\_\_\_\_\_  
The Honorable Michael J. Davis  
UNITED STATES DISTRICT JUDGE