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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM** **RECEIVER'S REQUEST FOR (I) ENTRY OF PRELIMINARY APPROVALS AND SCHEDULING ORDER, AND (II) MOTION FOR ENTRY OF ORDER APPROVING PROPOSED SETTLEMENT, THE PROPOSED NOTICE OF SETTLEMENT, AND TO ENTER THE BAR ORDER AND FINAL JUDGMENT** **MOTION DAY:** **June 17, 2019** **OBJECTION DEADLINE:** **June 3, 2019**

Derek Pierce, as receiver (the "***Receiver***"), respectfully submits this motion (the "***Preliminary Approval Motion***") requesting the Court to preliminarily approve a compromise (the

"***Settlement***"), memorialized in the Settlement and Release Agreement attached hereto as **Exhibit 1** (the "***Settlement Agreement***"), between the Receiver, BOKF, N.A. ("***Trustee BOKF***"), U.S. Bank, N.A. ("***Trustee U.S. Bank***"), and UMB Bank, N.A. ("***Trustee UMB***", and together with Trustee BOKF and Trustee U.S. Bank, collectively, the "***Indenture Trustees***"), Carr, Riggs & Ingram, LLC ("***CRI***"), and two of its employees Wink Laney ("***Laney***"), and Russ Frederick ("***Frederick,***" collectively with Laney and CRI, the "***CRI Parties***").

The Receiver further requests, as more fully set out below, that the Court enter the Scheduling Order attached hereto as **Exhibit 2**, approve the Notice attached hereto as **Exhibit 3**, approve the Short Form Notice attached hereto as **Exhibit 4**, and following the Final Approval Hearing (as defined below) enter the Bar Order and Judgment approving the Settlement attached hereto as **Exhibit 5**. The Receiver also requests that the Final Approval Hearing requested as part of the Scheduling Order be set before an Article III United States District Court Judge having jurisdiction over the receivership proceeding for a date at least ninety (90) days after the entry of the Scheduling Order. In further support of the Preliminary Approval Motion, the Receiver states the following:

SUMMARY OF REQUESTED RELIEF

1. On March 5, 2018, the Court entered its *Order Granting Receiver's Application For Order: (A) Authorizing Receiver to Pursue Claims Against Third Parties; (B) Approving Employment of Whiteford Taylor Preston, LLP as Special Counsel for Receiver to Pursue Claims Against Third Parties; and (C) Approving Proposed Recovery-Distribution and Cost-Sharing Methodology for Claims Against Third Parties* (the "***Claims Authorization Order***") (Dkt. No. 242).

2. As permitted by the Claims Authorization Order, the Receiver asserted claims

against the CRI Parties. The Receiver has reached a Settlement, subject to court-approval,[1] with the CRI Parties. The Settlement provides for a payment to the Receiver of Ten Million Dollars ($10,000,000) (the "***Settlement Amount***").

3. In exchange for the Settlement Amount, the CRI Parties seek total peace with respect to all claims that have been or could be asserted against the CRI Parties and the CRI Released Parties, and have conditioned the Settlement Agreement on the Court ordering such relief.

4. The Receiver's Preliminary Approval Motion seeks:

a. preliminary approval:

(i) of the Settlement;

(ii) of the Settlement Agreement;

(iii) of the Distribution Plan;[2]

(iv) of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor;

(v) of the Bar Order and Judgment approving the Settlement and this Agreement and enjoining claims against the CRI Released Parties as provided in the Bar Order and Judgment attached hereto as **Exhibit 5**;

b. a finding that the form and content of the Notice and Short form Notice attached hereto as **Exhibits 3 and 4**, respectively, and the proposed method and manner of dissemination and publication of the same are proper, timely, and adequate to satisfy due process requirements;

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[1] Trustee U.S. Bank will commence a separate Trust Instruction Proceeding, pursuant to Minn. Stat. 501C.0201, *et. seq*. (a "***TIP Proceeding***"), in Ramsey County, Minnesota District Court (the "***TIP Court***") seeking entry of an order (the "***TIP Order***") authorizing Trustee U.S. Bank to, *inter alia*, consent to the Settlement and execute the Settlement Agreement. Trustee U.S. Bank's consent to the Settlement and execution of the Settlement Agreement is subject to successfully obtaining entry by the TIP Court of the TIP Order. The Settlement itself is conditioned upon the TIP Order becoming Final before the conclusion of the Final Approval Hearing.

[2] Capitalized terms not otherwise defined herein shall have the meaning given them in the Settlement Agreement attached hereto as **Exhibit 1**.

c. a finding that the Indenture Trustees have met and fulfilled their respective duties to those Bondholders[3] who or which currently own a Bond in connection with the proposed Settlement and that their conduct and the approval of the Settlement Agreement is prudent and consistent with the Indentures and with applicable laws;

d. a finding that the Indenture Trustees have the right and authority under the Indentures to assert and assign the Current Bondholders Claims on behalf of those Bondholders who or which currently own a Bond;

e. a finding that the Indenture Trustees have acted prudently, in good faith, with sound business judgment, and in the best interests of the respective Bondholders in assigning the Current Bondholder Claims (as defined below) to the Receiver and entering into the Settlement Agreement;

f. a finding that the Indenture Trustees and the Receiver have the authority to grant the releases provided for in the Settlement Agreement;

g. the entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against any of the CRI Released Parties until further order of the Court; and

h. the entry of the Scheduling Order to:

(i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan, and Bar Order and Judgment,

(ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor,

(iii) set the deadline for responding to any objection so filed,

(iv) set the deadline and the manner for the submission of claims by previous Bondholders for distributions from the Net Settlement Proceeds,

(v) set the date, time and location of the final approval hearing before an Article III United States District Court Judge having jurisdiction over the receivership proceeding regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor (the "***Final Approval Hearing***").

[3] The Persons who or which currently own or previously owned a Bond are referred to collectively as the "***Bondholders***" and singularly as a "***Bondholder***."

RELEVANT FACTUAL BACKGROUND

5. The Claims Authorization Order gave the Receiver the power to pursue possible claims against third parties arising out of actions and omissions relating to or in connection with the Receivership Entities,[4] including assigned claims, and provided that the Indenture Trustees had the authority to pursue and assign claims against third parties to the Receiver to be pursued by its general counsel and special counsel. (Dkt. No. 242, Claims Authorization Order at ¶¶ 2, 3, 8)

6. The Claims Authorization Order further provided that Whiteford Taylor and Waller shall be compensated for their services on a contingency fee basis as provided in the Engagement Letter, which is Exhibit 1 to the *Declaration of William F. Ryan, Jr.*, filed in support of the Application, without the necessity of filing a further fee application. (Dkt. No. 242, Claims Authorization Order at ¶ 4).

7. The Borrowers at issue here, and their respective Bond Offerings are generally described as follows:

	Borrower/Offering	Offering Date
1.	Oxton Place of Douglas, LLC	Aug. 28, 2014
2.	Rome ALF, LLC	Dec. 17, 2014
3.	Savannah ALF, LLC	Jan. 16, 2015
4.	Gainesville ALF, LLC	Mar. 25, 2015
5.	Waterford Place ALF, LLC	May 14, 2015
6.	Montgomery ALF, LLC	May 29, 2015

[4] The Receivership Entities are: Oxton Village of Social Circle d/b/a Manor House of Social Circle, Senior Solutions of Social Circle, LLC, Oxton Senior Living, LLC, Oxton Village of Social Circle, LLC, Oxton Village Villas, LLC, Manor House Senior Living, LLC, Manor House of Social Circle LLC, Oxton Place of Montgomery d/b/a Manor House of Montgomery, Montgomery ALF, LLC, Oxton Place of Montgomery, LLC, Manor House of Montgomery, LLC, Oxton Place of Rome d/b/a Manor House of Rome, Rome ALF, LLC, Oxton Place of Rome, LLC, Manor House of Rome, LLC, Oxton of Savannah d/b/a Manor House of Savannah, Savannah ALF, LLC, Oxton Court of Savannah, LLC, Manor House of Savannah, LLC, Oxton Court at Waterford Place d/b/a Manor House of Waterford Place, Waterford Place ALF, LLC, Oxton Court at Waterford Place, LLC, Manor House at Waterford Place, LLC, Oxton Place of Columbus d/b/a Manor House of Columbus, Columbus ALF, LLC, Oxton Place of Green Island, LLC, Manor House of Columbus, LLC, Oxton Court of Opelika d/b/a Manor House Of Opelika, Opelika ALF, LLC, Oxton Court of Opelika, LLC, Manor House of Opelika, LLC, Oxton Place of Douglas d/b/a Manor House of Douglas, Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC, Oxton Place of Douglas Operations, LLC, Manor House of Douglas, LLC, Oxton Place of Gainesville d/b/a Manor House of Gainesville, Gainesville ALF, LLC, Oxton Place of Gainesville, LLC, Manor House of Gainesville, LLC.

7.	Columbus ALF, LLC	July 24, 2015
8.	Opelika ALF, LLC	Sept. 24, 2015

8. In conjunction with each separate Offering, CRI was engaged by each respective Borrower to examine and issue an independent accountant's report (the "***Report***") on the respective Borrower's forecasted financial statements (the "***Financial Forecasts***"), that was included in the official statement (the "***Official Statement***")[5] for each Offering. In addition to examining and providing a Report with respect to each Borrower's Financial Forecast, the CRI Parties provided other accounting services to each Borrower, including audit, compilation and tax services (the "***Other Accounting Services***").

9. The Receiver identified claims that the Receiver believes: (i) the Borrowers have against the CRI Parties for injuries the Receiver alleges were caused to the Borrowers with respect to the Offerings and the CRI Parties' Other Accounting Services (the "***Receivership Borrower Claims***"); (ii) the Indenture Trustees, on behalf of those Bondholders who or which currently own Bonds, have against the CRI Parties with respect to the Offerings and the CRI Parties' Other Accounting Services pursuant to the provisions of the respective indentures (the "***Indentures***") by which the Bonds were issued (the "***Current Bondholder Claims***") and (iii) those Bondholders who or which previously owned Bonds have against the CRI Parties with respect to the Offerings and the CRI Parties' other Accounting Services (the "***Previous Bondholder Claims***"). The Current Bondholder Claims are claims of the type with respect to which the Indenture Trustees have the right to pursue remedies and enforce rights on behalf of the Bondholders pursuant to each of the Indentures. As authorized in the Claims Authorization Order, the Indenture Trustees assigned to the Receiver the Current Bondholder Claims (the "***Assigned Bondholder Claims***," and together

[5] An "official statement" is a document prepared by, or on behalf of, a municipal issuer that provides information to investors about a specific bond being offered.

with the Receivership Borrower Claims and Previous Bondholder Claims, the "***Claims***"). (Claims Authorization Order, Dkt. No. 242 at ¶ 8).

10. On April 13, 2018, and May 3, 2018, respectively, the Receiver sent to the CRI Parties a *Demand Letter before Legal Action* and a *Supplement to Demand Letter before Legal Action* (together the "***Demand Letter***") identifying, among other causes of action, negligence and breach of contract claims against the CRI Parties on behalf of the Borrowers and the Bondholders with respect to the Offerings and the CRI Parties Other Accounting Services. In the Demand Letter, the Receiver also requested that CRI Parties engage in settlement negotiations and that, if the Claims could not be settled through negotiation, try in good faith to resolve the Claims in mediation before the Receiver initiated litigation (the "***Dispute***").

11. In response to the Demand Letter, and in an effort to avoid spending significant amounts of time and money litigating the complex and contentious Dispute, the Receiver and the CRI Parties (collectively, the "***Parties***") agreed to pursue a comprehensive resolution of the Dispute through consensual, non-binding mediation (the "***Mediation***") and retained Jed D. Melnick, a panelist at JAMS in New York, New York, as the third-party mediator (the "***Mediator***").[6]

12. A Mediation session was held on November 8 - 9, 2018, and attended by the Receiver, counsel for the Receiver, CRI, and counsel for the CRI Parties. Although the Parties made progress, they were unable to resolve the Dispute during that Mediation session.

13. Following the Mediation session and after further, arm's-length negotiations, the Parties reached a Settlement to resolve the Dispute, which has been memorialized in the Settlement

[6] Melnick has experience mediating, among others disputes, securities class actions.

Agreement, which is contingent on court-approval.[7] At its core, the Settlement provides that, in exchange for "global peace," CRI will pay the Receiver Ten Million Dollars ($10,000,000).

14. The principal terms of the Settlement Agreement for which the Receiver seeks approval from this Court are as follows:

i) Settlement Amount: the CRI Parties will pay the Receiver Ten Million Dollars ($10,000,000) within five (5) business days of the Settlement Effective Date, which amount will be deposited with the Receiver, and the Net Settlement Proceeds will, in turn, be distributed in accordance with the Distribution Plan.

ii) Release of Claims By the CRI Releasing Parties: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the CRI Releasing Parties will fully release the Settled Claims against the Receiver Released Parties and the Indenture Trustees Released Parties.

iii) Release of Claims by the Receiver Releasing Parties: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the Receiver Releasing Parties will release the Settled Claims against the CRI Released Parties.

iv) Release of Claims by Indenture Trustees: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the Indenture Trustees Releasing Parties will release the Settled Claims against the CRI Released Parties.

v) Global Peace: As a further condition of the foregoing terms, the Receiver and CRI Parties will seek entry of a Bar Order and Judgment providing as follows:

> The Court hereby permanently bars, restrains, and enjoins, the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and

[7] U.S. Bank's consent to the Settlement is also conditioned on entry of the TIP Order by the TIP Court, and the Settlement is conditioned upon the TIP Order becoming Final before the conclusion of the Final Approval Hearing.

> all non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, and Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder, an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise.

RELIEF REQUESTED

15. Pursuant to this Motion, the Claims Authorization Order and this Court's broad equitable powers, the Receiver seeks entry of (I) an order preliminarily approving the Settlement as embodied in the Settlement Agreement, including entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against the CRI Parties and/or any of the CRI Released Parties until further order of the Court, and (II) entry of the Scheduling Order to (i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan and Bar Order and Judgment; (ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan,

the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) set the deadline for responding to any objection so filed; (iv) set the deadline and the manner for the submission of claims by Bondholders who or which previously held a Bond for distributions from the Net Settlement Proceeds; (v) set the date, time and location of the Final Approval Hearing before this Court regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor.

16. The Receiver seeks herein approval of a procedure similar to the procedure approved in another SEC receivership case. In *Ralph S. Janvey, in his capacity as court-appointed receiver v. Proskauer Rose, LLP, et. al.*, Case No.: 3:13-CV-0477-N-BG, in the United States District Court for the Northern District of Texas, as part of a settlement, the court approved and entered a final judgment and bar order enjoining third parties from asserting any and all claims against the settling defendant. In that case, the court first entered a scheduling order preliminarily approving the settlement agreement and notice procedures, and set deadlines for objecting to the settlement and bar order, and scheduled a final hearing to approve the settlement. The Scheduling Order, and the Final Judgment and Bar Order are attached hereto as **Exhibit 6**.

ARGUMENT

17. The Court has the authority to approve the Settlement and grant the related relief.

18. An equitable receivership's primary purpose is the marshaling of the estate's assets for the benefit of creditors. *S.E.C. v. Parish,* No. 2:07-cv-00919-DCN, 2010 WL 8347143, at *6 (D.S.C. Feb. 10, 2010) (citing *S.E.C. v. Hardy,* 803 F.2d 1034, 1038 (9th Cir. 1986)). Settlements and compromises are a normal part of the process of a receivership. *See, e.g., Protective Comm.*

for Indep, Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting *Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 130 (1939)); ReGen Capital III, Inc. v. Official Committee of Unsecured Creditors*, 282 B.R. 662, 668 (B.A.P. 8th Cir, 2002). A settlement by a receiver in a federal receivership is within the receiver's broad discretion and should be approved if it is fair. *Sterling v. Stewart*, 158 F.3d 1199, 1202 (11th Cir. 1998); *Gordon v. Dadante*, 336 Fed. Appx. 540 (6th Cir. 2009); *Securities and Exchange Commission v. Credit Bancorp, Lt*d., No. 99 Civ. 11395, 2002 WL 1792053 at *4-5 (S.D.N.Y. August 2, 2002); *Securities and Exchange Commission v. Princeton Economic International, Inc.*, No. 99 Civ. 9667, 2002 WL 206990 at *1 (S.D.N.Y. February 8, 2002).

19. A district court's determination of the fairness of a settlement by a receiver is subject to the sound discretion of the court and will be overturned only on a clear showing of abuse of discretion. *Sterling v. Stewart*, 158 F.3d at 1202 (quoting *Bennett v. Behring*, 737 F.2d 982, 986 (11th Cir. 1984)); *Gordon v. Dadante*, 336 Fed. Appx. at 545; *Securities and Exchange Commission v. Arkansas Loan and Thrift Corp*., 427 F.2d 1171, 1172 (8th Cir. 1970). "[R]eceivers benefit from the general presumption that district courts favor settlements." *Sterling*, 158 F.3d at 1202 (citing *In re Chicken Antitrust Litigation*, 669 F.2d 228, 238 (5th Cir. 1982). Indeed, settlement agreements are generally encouraged and favored by the courts, and "[in] the absence of mistake or fraud, a settlement agreement will not be lightly set aside." *Justine Realty Co, v. American Nat'l Can Co*., 976 F.2d 385, 391 (8th Cir. 1992).

20. No particular procedure applies to approval of a settlement under federal law in a receivership. *See, Gordon*, 336 Fed. Appx. at *548-49. "[N]o federal rules prescribe a particular standard for approving settlements in the context of an equity receivership; instead, a district court has wide discretion to determine what relief is appropriate." *Gordon*, 336 Fed. Appx. at *549. In

deciding whether to approve a compromise proposed by a receiver, federal courts have looked to the factors generally considered in determining whether a class action settlement is fair and reasonable, including: "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved." *Bennett*, 737 F.2d 982, 986 (11th Cir. 1984); *see Sterling*, 158 F.3d at 1202; *Princeton Economic*, 2002 WL 206990 at *1 (quoting virtually identical test under *Arkansas Loan and Thrift Corp*., 427 F.2d at 1172); *cf. Anderson*, 390 U.S. at 424-25.

21. Additionally, courts in receivership proceedings have looked to decisions in other legal contexts, such as bankruptcy cases, for factors that may be weighed to reach an informed decision that the proposed settlement is fair and reasonable. *See Securities and Exchange Commission v. Princeton Economic International, Inc.*, 2002 WL 206990 at *1. The standards for approval of settlements in bankruptcy may also provide an appropriate analogy and list of factors to consider in approving a settlement in a receivership as "fair," and courts in class actions also look to those factors in reviewing proposed settlements. *See Newman v. Stein*, 464 F.2d 689, 692, n. 6 (2d Cir. 1972) (citing the standards set forth by the United States Supreme Court for approval of settlements in bankruptcy in *Anderson*, *supra*).

22. As a general rule, as in federal receiverships, settlements are also favored in bankruptcy. *See, e.g., In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996) ("To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy."). In facing "potentially costly litigation, with no guarantee as to the outcome, the bankruptcy trustee must tread cautiously-and an inquiring court must accord him wide latitude should he conclude

that the game is not worth the candle." *Mathews* at *4 (citation and quotation omitted).

23. Before pursuing litigation, a bankruptcy trustee must first determine "whether it would be prudent to eliminate the inherent risks, delays and expense of prolonged litigation in an uncertain cause" by entering into a settlement. *Mathews* at *2; *In re Diplomat Const., Inc.*, 454 B.R. 917, 921 (Bankr. N.D. Ga. 2011). In evaluating a proposed settlement, "[t]he court is neither to 'rubber stamp' the trustee's proposals nor to substitute its judgment for the trustee's, but rather to canvass the issues and determine whether the settlement falls below the lowest point in the range of reasonableness." *Matthews* at *2; *Diplomat* at 920 (same). A trustee's decision to enter into a settlement agreement must be "evaluated within the context of [the] [t]rustee's business judgment . . . ." *Mathews* at *4; *see In re W.T. Grant Co.*, 699 F.2d 599, 613 (2d Cir. 1983) (Bankruptcy judges are not required "to determine whether the settlement was the best that could have been obtained.").

24. The Third Circuit Court of Appeals has established four factors a bankruptcy court should consider in evaluating a proposed compromise:

(a) the probability of success in the litigation;
(b) the difficulties, if any, to be encountered in the matter of collection;
(c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and
(d) the paramount interest of the creditors.

Will v. Northwestern Univ. (In re Nutraquest, Inc.), 434 F.3d 639, 644 (3d Cir. 2006). "Courts consider these factors to determine the fairness, reasonableness and adequacy of a proposed settlement agreement." *In re Matthews*, No. 10-96519-MGD, 2014 WL 1277874, at *2 (Bankr. N.D. Ga. Mar. 11, 2014).

25. In addressing the propriety of a class action settlement, the District Court for The District of New Jersey in the case styled *In re PAR Pharm. Secs. Litig.*, No. 06-3226, 2013 U.S. Dist. LEXIS 106150, at *9–11 (D.N.J. July 29, 2013) stated as follows:

> Before giving final approval to a proposed class action settlement, the Court must determine that the settlement is "fair, adequate, and reasonable." *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975). In *Girsh*, the Third Circuit identified nine factors that a district court should consider when determining whether a settlement is fair, adequate, and reasonable:
>
> (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *Id.*
>
> "These factors are a guide and the absence of one or more does not automatically render the settlement unfair. Rather, the court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under *Girsh." In re Am. Family Enters.*, 256 B.R. 377, 418 (D.N.J. 2000) (citing *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158, 184 (E.D. Pa. 1997)).

26. While courts look to both the factors considered in approving class action settlements as well as settlements by a trustee in bankruptcy when considering whether to approve a settlement sought by a federal receiver, the factors considered and deferential standard of review applied by the federal court are substantially similar, if not identical, in each case.

27. Thus, the Court has the authority to approve the Settlement and the Settlement should be approved under either set of factors.

I. <u>This Settlement Satisfies the Factors for Evaluating Settlements in the Third Circuit.</u>

28. The claims and defenses of the Receiver and the CRI Parties were fully developed and explored in the course of their negotiations and the Mediation.

29. Generally, the Receiver alleged that the CRI Parties breached their obligations to the Borrowers and the Bondholders with respect to the Financial Forecasts and made misstatements by issuing in the CRI Reports "clean opinions" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that the CRI Parties: (i) lacked the

independence required to perform their responsibilities as independent certified public accountants in examining and preparing the Reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iii) failed properly to obtain support for and evaluate underlying assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. The Receiver asserted claims against CRI under various theories of recovery, including negligence, intentional tort, breach of contract, and breach of fiduciary duty.

30. For their part, the CRI Parties denied the Receiver's allegations and raised other defenses. The CRI Parties: (i) denied that they breached any obligations in connection with the Financial Forecasts and/or made any misstatements in the Reports; (ii) denied that they lacked the required independence; (iii) denied that they failed to disclose significant assumptions underlying the Financial Forecasts, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iv) denied that they otherwise failed to obtain support for or evaluate significant assumptions underlying the Financial Forecasts, including assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. To the contrary, the CRI Parties asserted that, in carrying out the engagements concerning the Financial Forecasts, CRI acted in conformity with AICPA guidance by performing such examination procedures as it considered necessary in the exercise of its professional judgment in the circumstances and by reasonably concluding, based on the preponderance of information, that management's

assumptions were suitably supported and provided a reasonable basis for management's Financial Forecasts.

31. The CRI Parties further contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the claims of the Receivership Borrowers were barred by the doctrine of *in pari delicto*; (ii) that all the Receivership Borrower Claims, the Current Bondholder Claims, and Previous Bondholder Claims lacked merit because of the inability of any to prove reasonable reliance on anything the CRI Parties did or said; and (iii) that the conduct and statements of the CRI Parties were not the proximate cause of any loss that either the Borrowers or the Bondholders might have sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties. In short, the CRI Parties vigorously denied any wrongdoing on any theory of liability, whether based on common law or statute and whether sounding in negligence, intentional tort, breach of contract, breach of fiduciary duty, or otherwise.

A. The Probability of Success Weighs in Favor of the Settlement.

32. Although the Receiver believes that the Claims have substantial merit, there is uncertainty as to whether prosecuting the Claims would ultimately produce a successful result for the Receivership Estate. The CRI Parties have asserted numerous defenses on the issues of causation, reliance and damages, among other issues.

33. This factor weighs in favor of the Settlement.

B. The Settlement Is Supported by the Complexity, Expense, Inconvenience, and Delay of Litigation.

34. The expense and delay of litigating the Dispute weigh heavily in favor of the Settlement.

35. Any causes of action pursued by the Receiver would involve extensive, lengthy, complex, and costly litigation without any guarantee of success.

36. Additionally, litigating the Dispute would involve highly complex factual issues involving a multitude of transactions among dozens of entities, including appraisers, bond counsel, underwriters, accountants, the Borrowers, investment brokers, and Bondholders. This, in turn, would require extensive discovery. Such an endeavor would be extremely time consuming and generate substantial delay and uncertainty in the final administration of this Receivership, which would constitute great inconvenience for Bondholders as they are forced to await final distributions, if any, for years.

C. The Settlement Is in the Best Interests of Bondholders.

37. The Settlement is in the best interests of Bondholders. Counsel for the Receiver has pursued the Claims under a contingency fee arrangement. The contingency fee arrangement provides for a contingency fee of 20% if the Claims are resolved without the necessity of filing suit, but that the contingency fee would increase to 40% once suit is filed. Approval of the Settlement is in the best interests of the Bondholders because it reduces the need to increase any potential recovery to account for the difference in the contingency fee payable from any potential recovery. Further, the time value of money principle favors accepting the Settlement now.

38. The Settlement secures a substantial monetary recovery for the Bondholders, without further delay, which in and of itself is in the best interest of all Bondholders. As this Court is aware, the Receiver has already sold the Borrowers' Facilities, which constituted substantially all of the Borrowers' assets and resulted in partial distributions to the Bondholders. The Settlement allows for an additional recovery to be paid to the Bondholders.

D. The Settlement Is "fair, equitable, and reasonable."

39. The Settlement Amount is material, the result of arms-length negotiations, and

results in the collection of an amount certain for the Bondholders.

40. The Receiver has sufficient information to enter into and endorse the Settlement. The Receiver retained a consulting expert witness to assist it in asserting the Claims. In deciding to accept the Settlement the Receiver has received, considered, and relied upon the advice and consultation of its consulting expert witness, its special counsel, and general counsel. Further, the Settlement, if approved, would provide a recovery to: (i) current Bondholders, and (ii) previous Bondholders who suffered a loss and timely and properly submitted a claim.

41. It is the Receiver's business judgment that the Settlement is "fair, equitable, and reasonable" and should be approved for all the foregoing reasons.

II. Additional Relief Requested

42. This Preliminary Approval Motion also seeks a preliminary finding from the Court that (a) the Distribution Plan is fair and equitable, (b) the Settlement Amount may be distributed as set forth herein, (c) the Notice and Short Form Notice of the Settlement, including the Indenture Trustees' posting notice of the same at EMMA (as defined below), is sufficient and effective in satisfaction of federal and state due process requirements and other applicable law to put the parties in interest, including the Bondholders, on notice of the Settlement, (d) the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in assigning the Current Bondholder Claims to the Receiver and in entering into the Settlement, (e) the Receiver and the Indenture Trustees have the authority to grant the releases provided for in the Settlement Agreement, and (f) the Bar Order and Judgment approving the Settlement and this Agreement and enjoining claims against the CRI Released Parties as provided in **Exhibit 5** hereto should be entered. In addition, the Preliminary Approval Motion seeks entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other

non-governmental Persons from prosecuting or pursuing any Settled Claim against any of the CRI Released Parties until further order of the Court.

A. The Distribution Plan is Fair and Equitable.

43. The Distribution Plan provides for the Net Settlement Proceeds to be fairly and equitably divided between: (i) first, the Borrowers, and (ii) second, the respective Borrowers' previous and current Bondholders.

44. The Claims Authorization Order provided that if proceeds were recovered by the Receiver, and to the extent that any such recovery is not allocated on a claim-by-claim basis, the distribution of proceeds to each Borrower for which a Claim was settled would be calculated as follows:

a. **First**, the total damages caused to all Receivership Entities, collectively, will be calculated as the deficiency on the bonds, after deducting the market value of substantially all assets of each Receivership Entity;

b. **Second**, for each Receivership Entity, the percentage share of proceeds will be calculated by dividing: (i) the deficiency on the bonds for such Receivership Entity; by (ii) the total damages caused to the Receivership Entities (calculated in accordance with the foregoing paragraph);

c. **Third**, the total distribution to be made to each Receivership Entity will be calculated by multiplying: (i) each Receivership Entity's percentage share of proceeds (calculated in accordance with the foregoing paragraph); by (ii) the (A) proceeds obtained by the Receiver less (B) the costs and expenses incurred by the Receiver pursuing the Claims; and

d. **Fourth**, the distribution made to each Receivership Entity will be distributed amongst the respective Indenture Trustees based upon the damages incurred by the bondholders.

(Claims Authorization Order, Dkt. No. 242 at ¶ 31).

45. Consistent with the allocation provided for in the Claims Authorization Order the Net Settlement Proceeds will be allocated between the Borrowers as follows:

Settlement Amount:	$10,000,000
Contingency Fee:	($2,000,000)
Dispute Related Expenses:	($243,065)
Net Settlement Proceeds:	$ 7,756,935

	Douglas BOKF	Rome BOKF	Savannah BOKF	Gainesville BOKF	Waterford BOKF	Montgomery UMB	Columbus BOKF	Opelika U.S. Bank	Total
Damages	$1,663,882	$3,917,403	$4,102,600	$2,851,125	$6,095,832	$5,287,563	$4,630,220	$4,730,599	$33,279,224
% Share	5.0%	11.8%	12.3%	8.6%	18.3%	15.9%	13.9%	14.2%	100%
Borrower's Allocation of Net Settlement Proceeds	$387,847	$915,318	$954,103	$667,096	$1,419,519	$1,233,353	$1,078,214	$1,101,485	$7,756,935

46. The allocation of the Net Settlement Proceeds between the Borrowers is: (i) being equitably distributed among the Borrowers in a manner consistent with the Indentures and with applicable law, (ii) calculated consistent with the allocation provided for in the Claims Authorization Order, and (iii) based on the amount of damages the respective Borrowers claim to have suffered as a result of the alleged Claims.

47. The Distribution Plan then provides for the Receiver to further allocate each Borrower's share of the Net Settlement Proceeds amongst the Borrower's previous and current Bondholders.

48. The Distribution Plan then allocates each Borrower's allocation of the Net Settlement Proceeds amongst that Borrower's previous and current Bondholders as follows:

Step-One: Determine Current Bondholder Loss of Principal and Interest for Each Borrower

Est. Current Bondholder Loss for each Borrower as listed in row (1) of the chart in paragraph 45 above

Step-Two: Determine the Previous Bondholder Loss for Each Borrower

i. (Price at Which Previous Individual Bondholder Bought Bonds - Price at Which Previous Individual Bondholder Sold Bonds) = (x%)
(All Previous Bondholder Losses + All Current Bondholder Losses)

ii. (x%) * Net Settlement Proceeds Allocated to Borrower = Previous Individual Bondholder's Recovery

iii. Only previous Bondholders who or which sold at a loss will be qualified to receive a distribution under the Distribution Plan. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the proposed Scheduling Order, and (b) submit a Claim Form in the form appended to the Notice attached as Exhibit "A" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the proposed Scheduling Order.

Step-Three: Determine Distribution to Current Bondholders of Each Borrower

Net Settlement Proceeds Allocated to Borrower - Total Previous Bondholders Recovery = Distribution to Indenture Trustee on Account of Current Bondholders' Losses

49. Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to the Notice attached as Exhibit "A" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the proposed Scheduling Order. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. Current Bondholders are exempt from the requirement of submitting a Claim Form. The Receiver will review and verify each submitted Claim Form. The Receiver will then file with the Court a report outlining the Receiver's determination as to whether the Claim Form will be allowed or disallowed (the "**Claims Report**"). Previous Bondholders who have submitted a Claim Form will have the opportunity to object to the Claims Report by filing an objection to the Claims Report within fourteen (14) days after the

filing of the Claims Report. If no objection is timely filed to the Claims Report, the Claims Report shall be the final, binding determination on the allowance or disallowance of each Claim Form.

50. Under the foregoing Distribution Plan, the allocated Net Settlement Proceeds among the Borrowers will be equitably distributed among the previous and current Bondholders by the Receiver and the Indenture Trustees.

51. The Distribution Plan is designed to compensate the previous and current Bondholders based on the damages each may have incurred. Thus, the Distribution Plan is fair and reasonable and should be approved by the Court.

B. The Proposed Distribution Plan Should be Approved as Set Forth Herein.

52. The Claims Authorization Order provides that Whiteford Taylor and Waller shall be compensated for their services on a contingency fee basis as provided in the Engagement Letter, which is Exhibit 1 to the Declaration of William F. Ryan, Jr., filed in support of the Application, without the necessity of filing a further fee application. (Claims Authorization Order, Dkt. No. 242 at ¶ 4).

53. The Engagement Letter provides for a twenty percent (20%) contingency fee on any recovery resulting from a settlement obtained before a lawsuit is filed and that the contingency fee would be split between Whiteford Taylor and Waller in accordance with an agreement between Whiteford Taylor and Waller. (Ryan Decl., Dkt. 208). Whiteford Taylor and Waller have agreed to divide the contingency fee as follows: $1,333,333 to Whiteford Taylor, and $666,667 to Waller. Upon receipt of the Settlement Amount, the Receiver proposes to distribute these amounts to Whiteford Taylor and Waller.

54. In addition to the contingency fee, the Engagement Letter also provides for the payment of all expert consultant and witness fees, litigation costs and travel expenses. These costs

and expenses are deducted from the Settlement Amount. The costs and expenses total approximately $243,065. The cost to give the U.S. Mail and advertising notice provided for in the Settlement is estimated to be $145,710. The Receiver's costs and expenses total $63,676 (including Healthcare Management Partners, LLC's ("***Healthcare Management Partners***") costs of $8,103, the Receiver's consulting expert witness Fust Charles Chambers, LLP "***Fust Charles***" $33,123, and the Mediator's fees of $22,450). Whiteford Taylor's costs and expenses total $20,872. Waller's costs and expenses total $12,807. Upon receipt of the Settlement Amount, the Receiver proposes to distribute these amounts to Healthcare Management Partners, Fust Charles, Whiteford Taylor, and Waller.

55. The distributions to counsel are consistent with the provisions of the Claims Authorization Order and should be approved.

56. The Receiver will also calculate the allocable portion of previous and current Bondholders' *pro rata* share of each Borrower's allocation.

57. The Receiver will then distribute funds from the Net Settlement Amount to previous Bondholders, who timely and properly submit a Claim Form and qualify for a distribution under the Distribution Plan, on account of all the alleged trading losses sustained by such Bondholders with respect to such Bonds. Current Bondholders are exempt from the requirement of submitting a Claim Form.

58. The Receiver will then distribute to the Indenture Trustees all remaining funds on account of the current Bondholders' losses of principal and interest on the Bonds. The Indenture Trustees will then distribute such funds for the benefit of current Bondholders.

59. It is the Receiver's business judgment that the funds should be distributed as set forth herein.

C. Notice of the Preliminary Approval Motion to Parties in Interest is Appropriate and Should Be Approved.

60. The Preliminary Approval Motion, and all of its exhibits have been served on or posted with DTC and EMMA (as described below) : (a) all parties that have appeared and requested notice in this case; (b) counsel to the Indenture Trustees; (c) the Underwriter for each Offering; (d) counsel to the Underwriter, at the time of the Offering, for each Offering; (e) to the Issuer for each Offering, (f) counsel to the Issuer, at the time of the Offering, for each Offering; (g) Bond Counsel for each Offering; (h) DTC and EMMA (both as defined below); (i) the parties set forth on the certificate of service for the Preliminary Approval Motion; (j) Bondholders who have identified themselves to the Indenture Trustees; and (k) the original purchasers of the Bonds, to the extent identified to the SEC by the Underwriters in the SEC's investigation of the Defendants in this case,.[8] In addition, the Receiver has cause the Preliminary Approval Motion (including exhibits thereto) to be posted on the Receiver's website (http://oxtonseniorlivingreceivership.com/).

61. Each series of Bonds was issued in book-entry only form and registered in "street name" to Cede & Co., as nominee for the Depository Trust Company ("***DTC***"). DTC is the

[8] As set out in paragraphs 61 and 62, the identity of the previous and current Bondholders is not known nor readily available to the Receiver or the Indenture Trustees. The SEC obtained a list of original purchasers of the Bonds from the underwriters in discovery. The Receiver is directly serving the individuals identified on the list provided to the SEC in discovery. The notice provided for in this case is reasonable given the difficulty and cost associated with individually identifying all the previous and current Bondholders. It would be cost prohibitive to attempt to provide direct notice to all previous and current Bondholders. To identify certain individual holders, the Receiver would have to order a Securities Position Report from DTC for each bond CUSIP as of a certain record date. The Securities Position Report would identify DTC's direct participants who hold Bonds for the benefit of beneficial holders on that single record date. Once the direct participant were identified, the Receiver could engage a proxy service to work with the direct participants to identify the "non-objecting beneficial holders" of each DTC participant as of that record date. In addition to non-objecting beneficial holders, Bonds could also be held by "objecting beneficial holders." Objecting beneficial holders are holders who object to providing their information to the proxy services. For the objecting beneficial holders the Receiver would have to rely on the brokers and advisors for the objecting beneficial holders to forward any notices. The Receiver estimates that the cost to identify the non-objecting beneficial holders for one issuance would be approximately $41,000 per record date. It is estimated that the Receiver could negotiate some cost savings, but it is reasonable to estimate that obtaining the list of non-objecting beneficial holders could cost as much as $320,000 (8 x $40,000). Given the cost, the Receiver believes the notice provided for herein is fair and reasonable.

primary securities depository in the United States that holds and provides asset servicing for securities deposited with it by its direct participants. DTC's direct participants are broker-dealers, banks, investment managers, and other financial firms. The direct participants (a) make purchases and sales of securities under the DTC system, (b) process payments with respect to the securities, and (c) forward notices to DTC's indirect participants and to beneficial holders of the securities. *See e.g.*, *Williams v. Gusky (In re President Casinos, Inc.)*, 502 B.R. 841, 844 (Bankr. E.D. Mo. 2013) (noting that DTC is a securities depository and clearing agency that engages in settling trades in corporate and municipal securities on behalf of DTC participants, which are typically banks and brokers); *Mashburn v. Nat'l Healthcare, Inc.*, 684 F. Supp. 679, 685 (M.D. Ala. 1988) (noting that DTC holds the securities in "street name," and, for those holders who are not DTC participants, the "street name" holders must forward documentation to the actual beneficial holders). The direct participants perform these functions for their respective customers, who may be other broker-dealers, banks, investment managers, and financial firms acting as custodians for other banks, institutional investors, corporations and individuals, each of which may or may not be the actual owner (*i.e.*, beneficial holder) of the securities.

62. With regards to the Bonds, DTC's records reflect only the identity of the direct participants to whose accounts the Bonds are credited. In turn, the direct participants' records generally reflect only the names of custodians or indirect participants that hold the Bonds for other parties who may or may not be the beneficial holders of the Bonds. Thus, neither the Indenture Trustees nor the issuers of the Bonds know the identity of the beneficial holders, except to the extent a Bondholder has expressly identified itself to an Indenture Trustee or issuer and provided satisfactory proof of such Bondholders' holdings. Thus, the Indenture Trustees provide informational notices of material events to known beneficial holders who have requested notice

by United States Mail postage prepaid, and unknown beneficial holders through DTC and to EMMA (as hereafter defined).

63. In addition, the Preliminary Approval Motion is being made available to the Bondholders by posting on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("***EMMA***"). EMMA is the publicly available, centralized repository for bondholder information and is freely available to any person, including the Bondholders, via the internet at http://emma.msrb.org/.

64. The Preliminary Approval Motion has been mailed directly to known Bondholders who have requested notice and provided to DTC for dissemination to the direct participants. In addition, at the same time the Preliminary Approval Motion was provided to DTC, the Indenture Trustees have caused the Preliminary Approval Motion to be made available to the Bondholders by posting on EMMA.

65. The notice provided of the relief sought in the Preliminary Approval Motion by way of EMMA is standard in the tax-exempt bond marketplace and is reasonably calculated to appraise Bondholders of the terms of the Settlement and Settlement Agreement, and provide notice to Bondholders and other parties in interest of the relevant, proposed objection, claim submission and other deadlines associated with the Preliminary Approval Motion and are in a form that provide Bondholders with a reasonable and sufficient amount of time to present their objections and claims, if any. Thus, the Bondholders have receive adequate notice of the Preliminary Approval Motion.

66. The foregoing notice is also reasonably calculated to provide notice to parties in interest of the relief sought in the Preliminary Approval Motion and the relevant, proposed objection and other deadlines associated with the proposed Final Approval Hearing.

D. Notice Provided For in The Proposed Scheduling Order to Parties in Interest is Appropriate.

67. Upon entry of the Scheduling Order and approval of the Notice, the Receiver proposes to disseminate the Scheduling Order and Notice appended hereto as **Exhibit 3** to: (a) all parties that have appeared and requested notice in this case; (b) counsel to the Indenture Trustees, (c) to the Underwriter for each Offering, (d) to counsel to the Underwriter, at the time of the Offering, for each Offering, (e) to the Issuer for each Offering, (f) counsel to the Issuer, at the time of the Offering, for each Offering, (g) to Bond Counsel for each Offering, (h) DTC and EMMA (both as defined below), (i) the parties set forth on the certificate of service for the Motion, (j) to Bondholders who have identified themselves to the Indenture Trustees and requested notice, and (k) the original purchasers, to the extent identified to the SEC by the Underwriters in the SEC's investigation of the Defendants, of the Bonds. In addition, the Receiver shall cause the Notice and Scheduling Order to be posted on the Receiver's website (http://oxtonseniorlivingreceivership.com/).

68. Further, the Notice provides parties in interest with the following: (a) the claims asserted by the Receiver against the CRI Parties and the defenses asserted by the CRI Parties to such claims; (b) the material terms of the Settlement Agreement; (c) the rights and obligations of Interested Parties with regard to the Settlement, including the Distribution Plan; (d) the right of Interested Parties to object to the Settlement, the Settlement Agreement, and the Bar Order and Judgment; and (e) the manner and timing for which objections to the Settlement, Settlement Agreement, and the Bar Order and Judgment must be made.

69. Further, upon entry of the Scheduling Order and approval of the Short Form Notice attached hereto as **Exhibit 4**, the Receiver proposes to publish the Short Form Notice once a week for three consecutive weeks in each of the following newspapers commencing no later than seven

(7) calendar days after the date the Scheduling Order is entered: The Wall Street Journal and U.S.A. Today.

70. The foregoing Notice and Short Form Notice is also reasonably calculated to provide notice of the Settlement, notice of the terms of the Settlement, and notice to parties in interest of the relevant objection, claim submission and other deadlines associated with the Final Approval Hearing, and should be approved by the Court.

E. The Indenture Trustees Have Acted Prudently, in Good Faith, and in the Best Interests of those Bondholders who or which currently own Bonds in Assigning the Current Bondholder Claims to the Receiver and in Entering into the Settlement.

71. Subject to court approval of the Settlement, the Indenture Trustees have agreed to release the CRI Parties, and the Indenture Trustees' agreement to release the CRI Parties is both necessary to obtaining the Settlement and increases the value of the Settlement Amount. The communications and analysis relating to negotiations conducted before, during and after the Mediation are privileged and confidential by law and pursuant to paragraphs 4 and 73 of the Settlement Agreement, and, therefore, cannot be disclosed in detail; however, the Settlement set forth in the Settlement Agreement was a product of intense, arm's-length negotiations concluded amongst sophisticated parties with differing and conflicting interests.

72. The Indenture Trustees considered the risks, costs, and benefits associated with litigating the Dispute in the absence of a consensual resolution and, in consultation with both Receiver's special counsel, Receiver's general counsel, and their own counsel, concluded in their good faith judgment that the Settlement is reasonable, prudent, and in the best interests of those Bondholders who or which currently own Bonds.

73. Subsequent to an Event of Default (as defined in the applicable indenture) that has not been cured or waived, the applicable indenture requires that the Indenture Trustees must use the same degree of care and skill in their exercise of the rights and powers vested in them by the

indenture as a prudent man would exercise under the circumstances in the conduct of his own affairs. The court in *LNC Investments, Inc. v. First Fidelity Bank, N.A.*, 1997 WL 528283, No. 92 Civ. 7584 MBM (S.D.N.Y. August 27, 1997), stated that "[i]n determining whether a trustee has acted with prudence, a court must: 'look at the facts as they exist at the time of their occurrence, not aided or enlightened by those which subsequently take place'; for it is an obvious truth that 'a wisdom developed after an event, and having it and its consequences as a source, is a standard no man should be judged by'; and it is impossible to say that trustees are wanting in sound discretion 'simply because their judgment turned out wrong.'" 1997 WL 528282 at *17 (*citing In re Clark's Will*, 177 N.E. 397 (1931)). The *LNC Investments* court further went on to say that "[a] trustee will not be held liable for a mere error in judgment, . . . so long as the trustee's decision was the result 'of careful and informed deliberation,'" and that "a trustee will not be liable for choosing between two prudent courses so long as 'an overall and knowledgeable judgment was brought to bear' and the trustee's conduct under all the circumstances was prudent." *Id.*

74. The Receiver, after consultation with the Indenture Trustees, and the Receiver's special counsel and general counsel, asserts that the Settlement is "fair, equitable, and reasonable," in amount and in the manner in which the Net Settlement Proceeds are to be allocated and distributed among the Indenture Trustees those bondholders who or which currently own Bonds and those Bondholders who or which previously owned Bonds, and in the best interests of all previous and current Bondholders. The Indenture Trustees have relied on their own business judgment, as well as experienced counsel and consulted with the Receiver and his counsel in analyzing the Claims and the reasonableness of the Settlement, which resulted from arm's-length negotiations between sophisticated parties with the assistance of a mediator.

75. The United States Bankruptcy Court for the Southern District of New York has found that similar evidence supports a finding that an indenture trustee has acted in good faith and in the best interests of its constituents. In *In re Residential Capital, LLC*, 497 B.R. 720 (Bankr. S.D.N.Y. 2013), the court noted that the trustee had acted reasonably, in good faith, and in the best interests of its constituents in entering into a reasonable settlement that was the result of arm's-length negotiations among sophisticated parties. 497 B.R. at 742. Further, the *Residential Capital* court noted that in evaluating and accepting the settlement the trustee sought and received the advice of competent counsel they had retained to advise them in the case. *Id.*

76. Thus, the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in entering into the Settlement Agreement, which includes the Indenture Trustee Releases.

F. The Indenture Trustees have the Authority to Execute the Releases Provided for in the Settlement Agreement.

77. Each applicable Indenture expressly vests in the Indenture Trustee alone the right to exercise the rights and remedies of those Bondholders who or which currently own Bonds in the event of a default, including bringing suit to enforce those Bondholders' rights and remedies, subject only to the right of holders of a majority in principal amount of the Bonds then outstanding to instruct the Indenture Trustee or when an applicable percentage in principal amount of Bonds then outstanding shall have requested the Indenture Trustee to take specific remedial action and the Indenture Trustee has failed to act after having been offered satisfactory indemnity. Neither exception has occurred.[9]

[9] The Bonds are conduit municipal bonds. In a conduit municipal bond offering, a municipal entity serves as the issuer, and issues the bonds on behalf of a "conduit" borrower. The conduit borrower then agrees to make payments to the bondholders. In this case, each conduit municipal issuer has assigned its interests in the assets of each Borrower to the applicable Indenture Trustee. Page 2-3 of the Waterford-BOKF Indenture provides that the issuer has "given, granted, assigned and pledged and does by these presents give, grant, assign and pledge to the Trustee" all "right, title

78. Therefore, as a result of defaults by each of the Borrowers, the Indenture Trustees have the power and authority to commence remedial procedures on behalf of those Bondholders who or which currently own Bonds as regards to the Current Bondholder Claims, and negotiate and agree upon settlements with respect to the Current Bondholder Claims. In the this case the Indentures Trustees have exercised their power and authority to assign claims on behalf of those Bondholders who or which currently own Bonds to the Receiver as provided for in the Claims Authorization Order and paragraph 32 of the Settlement Agreement.

79. Thus, the Indenture Trustees, as the party authorized to represent and assert claims on behalf of those Bondholders who or which currently own Bonds have the authority[10] to enter into the Settlement Agreement, including granting the releases. *See In re Delta Air Lines, Inc.*, 370 B.R. 537, 548 (Bankr. S.D.N.Y. 2007) ("Implicit in the authority to commence proceedings to remedy defaults is the power to negotiate and agree upon settlements, subject to the power to direct in writing by [the requisite amount] of the Bondholders."); *In re Residential Capital, LLC*, 497 B.R. at 748 (noting that the trustee is the party authorized to represent the beneficiaries of the trust and has the authority to enter into settlement agreements).

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and interest of the Issuer" in right to payment on the Bonds and its interests in the Borrower's assets. Similar provisions exist in each of the other seven Indentures. *See generally* Columbus-BOKF Indenture at pgs. 2-3 (same); Rome-BOKF Indenture at pgs. 2-3 (same); Gainesville-BOKF Indenture at pgs. 2-3 (same); Savannah-BOKF Indenture at pgs. 2-3 (same); Douglas-BOKF Indenture at pgs. 2-3 (same); Opelika-U.S. Bank Indenture at pgs. 2-3 (same); Montgomery-UMB Indenture at pgs. 2-3 (same).Section 902 of the Waterford-BOKF Indenture provides that "[u]pon the occurrence of an event of default the Trustee shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State, as it may deem best in its sole discretion, including any suit, action or special proceeding in equity or at law . . . for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect the rights aforesaid . . . ." Section 909 of the Waterford-BOKF Indenture further provides that "[n]o holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law . . . unless . . . [certain conditions which have not occurred are met, including providing the Trustee with indemnity]." Similar provisions exist in each of the other seven Indentures. *See generally* Columbus-BOKF Indenture at §§ 902, 909 (same); Rome-BOKF Indenture at §§ 902, 909 (same); Gainesville-BOKF Indenture at §§ 902, 909 (same); Savannah-BOKF Indenture at §§ 902, 909 (same); Douglas-BOKF Indenture at §§ 902, 909 (same); Opelika-U.S. Bank Indenture at §§ 902, 909 (same); Montgomery-UMB Indenture at §§ 902, 909 (same).

[10] Such authority exists absent objection by the requisite levels of Bondholders, a situation which has not occurred with respect to any related series of Bonds.

G. An Order Permanently Barring and Restraining Proceedings Against Any of the CRI Parties by Non-parties to the Settlement Agreement is Necessary and Proper

80. The CRI Parties have represented to the Receiver that to the best of their knowledge, information and belief, there is no other current pending litigation against the CRI Parties that in any way relates to, is based upon, arises from, or is connected with any one or more of the Offerings, the Official Statements, the Financial Forecasts, the Bonds, the Facilities, the CRI Parties' relationship with the Borrowers or Receivership Entities and any party to this case or the subject matter of this case, or any of the Claims.

81. As a condition to the Settlement, CRI Parties have demanded "global peace" with respect to all claims that have been, could have been, or could be asserted against any of the CRI Parties and the CRI Released Parties by any Person arising out of or related to the events leading to these proceedings.

82. Thus, in the Settlement Agreement, the Receiver has agreed to seek an Order from the Court that enjoins all Persons, including previous, present, and future Bondholders, from asserting claims against any CRI Party and any of the the CRI Released Parties arising out of or related to the events leading to the Dispute, and with respect to all claims that have been, could have been, or could be asserted against any CRI Party or any of CRI Released Parties by any non-governmental Person, arising from or related to the Offerings, the Financial Forecasts, the Reports, the Bonds, the Facilities, this receivership proceeding, and/or the CRI Parties' relationship with the Borrowers and Receivership Entities and any defendant in this case, all as more fully set forth in paragraph 52 of the Settlement Agreement.

83. The Court has the power to issue an order enjoining new or existing litigation against the CRI Parties and the CRI Released Parties as part of its approval of this Settlement.

84. The Fifth Circuit Court of Appeals in affirming a district court's order approving a

"bar order" stated that the district court's powers include "the court's 'inherent equitable authority to issue a variety of 'ancillary relief' measures in actions brought by the SEC to enforce the federal securities laws." *See SEC v. Kaleta*, 530 Fcd. Appx. 360, 362 (5th Cir. 2013) (quoting *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980)). "Such 'ancillary relief' includes injunctions to stay proceedings by non-parties to the receivership." *See Kaleta*, 530 Fcd. Appx., at 362 (quoting *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980)).

85. Bar orders of the type sought here have been used in other receivership cases to achieve settlements. *See, e.g., SEC v. DeYoung*, 850 F.3d 1172, 1180-81 (10th Cir. 2017); *Gordon*, 336 F. App'x. at 549; *SEC v. Parish*, No.: 2:07-cv-000919, 2010 WL 8347143, at *4-7 (D.S.C. Feb. 10, 2010); *modified*, 2010 WL 8347144 (D.S.C. Apr. 8, 2010); *SEC v. Enterprise Trust Co.*, No. 1:08-cv-01260, slip op. at 2 (N.D. Ill. Jan. 29, 2009); *SEC v. Standford Int'l Bank Ltd.*, 2017 WL 9989250 (N.D. Tex. 2017); *Zacarias v. Willis Group Holdings Public Limited Company*, 2017 WL 6442190 (N.D. Tex. 2017), *appeal argued,* 17-11127 (5th Cir. Dec. 3, 2018).

86. In *Securities and Exchange Commission v. Stanford International Bank Ltd.*, 2017 WL 9989250 (N.D. Tex. 2017), the court approved a receivership settlement that included a stay of proceedings against the settling defendants by nonparties to the receivership settlement. In that case, the court overruled certain objections and determined that it could bar individual investor claims as part of a settlement, that enjoining pending claims was not prohibited by the Anti-Injunction Act, that enjoining pending claims did not violate the objectors' constitutional rights, and that the settlement agreement terms did not violate Rule 23 of the Federal Rules of Civil Procedure. *Id.* at *4-5.

87. In *Zacarias v. Willis Group Holdings Public Ltd. Co.*, 2017 WL 6442190 (Aug. 23, 2017), the court approved a settlement agreement entered into by the receiver for the Stanford

Receivership Estate in *SEC v. Stanford International Bank, Ltd.,* that included a bar and injunction of any contribution or indemnity claims against the settling defendants. *Id*. at *3.

88. The case of *SEC v. Parish*, 2010 U.S. Dist. LEXIS 11786 (D.S.C. 2010), also supports the approval of a settlement agreement conditioned upon the court's entry of a "bar order" enjoining the filing of and/or continued prosecution of claims by all Persons against the CRI Parties and CRI Released Parties that in any way relates to is based upon, arises from, or is connected with any one or more of the Offerings, the Official Statements, the Financial Forecasts, the Bonds, the Facilities, the CRI Parties' relationship with the Borrowers and the Receivership Entities and any party to this case or the subject matter of this case, or any of the Claims. In concluding that the court possesses the power to issue the bar order, the *Parish* the court stated that:

> By appointing a receiver in this matter, the court created a receivership estate over which it has in rem jurisdiction. That jurisdiction extends to all assets of the estate, including choses of action. Accordingly, this court has the power under the All Writs Act to issue [an] injunction in order to protect the estate's choses of action against the Settling Parties (including any settlement reached in connection with those claims).
> . . . "The power conferred by the [All Writs Act] extends, under appropriate circumstances, to person[s] who, though not parties to the original action or engaged in wrongdoing, are in a position to frustrate the implementation of a court order or the proper administration of justice and encompasses even those who have not taken any affirmative action to hinder justice."

Parish, 2010 U.S. Dist. LEXIS 11786 at *17-18 (citing *N.Y. Tel.*, 434 U.S. at 174).

89. The *Parish* court having determined the court had the power to issue a bar order then turned to the propriety of issuing a bar. The *Parish* court considered the following: (i) whether the proposed settlement was consistent with and furthers the purposes of the receivership, (ii) the likelihood that an individual investor could obtain a more favorable settlement, and (iii) whether another settlement could be obtained that would benefit as many aggrieved investors as stood to be benefited under the settlement agreement. *Parish*, 2010 U.S. Dist. LEXIS 11786 at *19-20.

90. The facts of this case are consistent with the factors considered in *Parish*. The Settlement will generate a return to Bondholders on their investment which is consistent with the receivership's purpose. The ability of the Receiver to obtain a Settlement Amount on behalf of all Bondholders, previous, present, and future, saves the time and expense of separate and protracted litigation by individual Bondholders and avoids a "free for all" effort to obtain a recovery from the CRI Parties. The ability of the Receiver to offer the CRI Parties "global peace" was necessary to achieving the Settlement and has increased the amount of the CRI Parties are willing to pay to compromise the Dispute. Finally, all aggrieved Bondholders stand to benefit if the Settlement is approved.

91. For these reasons, the "bar order" made a condition of the Settlement by the CRI Parties should be approved.

H. An Order Preliminarily Staying and Enjoining Prosecuting or Pursuing any Settled Claims Until Further Order of the Court is Necessary and Proper.

92. The Preliminary Approval Motion seeks entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against the CRI Parties and/or any of the CRI Released Parties until further order of the Court.

93. The Bar Order and Judgment are an essential component of the Settlement. The entry of a preliminary stay and injunction while the Court considers the Settlement is necessary to preserve the *status quo* pending the Court's consideration of it, and, indeed, is necessary to preserve the Settlement itself, as well as ato avoid the incurrence of further litigation costs for the Parties.

94. The entry of a preliminary stay and injunction while the Court considers the Settlement is also consistent with provisions of the Receivership Order staying action of any nature against any Receivership Property. (Dkt. No. 7, Receivership Order at ¶¶ 31-33).

CONCLUSION

95. The Settlement should be approved because it is a reasonable exercise of sound business judgment, is prudent, is fair, adequate and reasonable and is in the best interests of the Receivership Estate and Bondholders. Moreover, the contrast between the Settlement and litigating the Dispute is stark. Litigating the Dispute would be lengthy, costly and uncertain and could result in a lower recovery than the Settlement guarantees. In direct contrast, if the Settlement were approved by this Court, it would provide immediate and concrete benefits to the Borrowers and the Bondholders.

96. At its core, the Settlement would provide a substantial recovery to the Receivership Estate while "eliminating the inherent risks, delays and expense of prolonged litigation in an uncertain cause." *Diplomat* at 920. For this reason, and all of the foregoing reasons discussed herein, the Receiver submits that the Settlement falls well within the reasonable range of litigation possibilities and is in the best interests of the Receivership Estate and the Bondholders; therefore, the Settlement should be approved.

WHEREFORE, PREMISES CONSIDERED, the Receiver respectfully requests the Court:

a. grant the relief requested in this Preliminary Approval Motion,

b. enter the proposed Scheduling Order as set forth in **Exhibit 2** hereto, *inter alia*, approving the content and method and manner of dissemination and publication of the Notices set forth in **Exhibits 3 and 4 hereto,** and setting the Final Approval Hearing for a date at least ninety (90) days after the entry of the Scheduling Order; and

c. following the Final Approval Hearing, enter the Bar Order and Judgment set forth in **Exhibit 5** hereto, *inter alia*:

i. approving the Settlement;

ii. barring claims; and

iii. approving payment of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor; and

d. and grant such other and further relief as it deems just and proper.

Dated: May 24, 2019

Respectfully submitted,

/s/ Blake D. Roth

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM** **DECLARATION OF SERVICE**

I, the undersigned, declare that on the date set forth below, I caused a true and correct copy of the following documents to be filed with this court's CM/ECF system, and this court's CM/ECF system electronically served all parties entitled to receive notice of the following documents:

1. Receiver's Request for (I) Entry of Preliminary Approvals and Scheduling Order, and (II) Motion for Entry of Order Approving Proposed Settlement, The Proposed Notice of Settlement, and to Enter the Bar Order and Final Judgment; and
2. This Declaration of Service.

In addition, I caused true and correct copies of the foregoing to be served by regular United States mail, postage prepaid, and electronic mail on the following parties:

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1337 ALBERT AVE
EAST LANSING MI 488234603

A.T. NEUMANN CO-TTEE
10330 E WILLIS BARNUM LANE
TUCSON AZ 857475912

THE LARRY WAYNE RINEHART
421 BEMEN DR
LADY LAKE FL 321593205

ALICE V STEWART TTEE
10007 W CUMBERLAND DR
SUN CITY AZ 853514555

ALFRED NEUMANN
10330 E WILLIS BARNUM LANE
TUCSON AZ 857475912

HAROLD V ROBINSON REVOCABLE
858 LE CARPE LN
THE VILLAGES FL 321621446

DARRELL R STEWART TTEE
10007 W CUMBERLAND DR
SUN CITY AZ 853514555

RICHARD J NISHMAN
116 FOREST HILLS DR
SAINT PETERSBUR FL 337084217

WINIFRED G ROBINSON TRUSTEE
7771 PINE TRACE DR
SARASOTA FL 342433740

ROSALIE SULLIVAN
1758 WASHINGTON BLVD NW
LAKE PLACID FL 338524006

CHARLES E. &RUTH P. NORDMAN
TRST
312 52ND AVE W
BRADENTON FL 342072915

LEIGHTON E SATTLER REV
17710 BRIDLEWOOD CT
PARRISH FL 342196003

ANTON TAUSCHECK
1852 US HIGHWAY 27 S LOT A16
AVON PARK FL 338258373

CECILE NYSTROM
861 BARRYMOORE LOOP
THE VILLAGES FL 321623362

SEMINOLE COMPLEX
11686 IRVING AVE
SEMINOLE FL 337727002

ROBERT THOMSON
4680 BELLWETHER LN APT 327
OXFORD FL 344842975

PETERSON FAMILY REV TRUST
5406 SW 3RD AVE
CAPE CORAL FL 339147189

ANGELA SERNI
7524 HATTERAS DR
HUDSON FL 346673958

SUSAN THOMSON
4680 BELLWETHER LN APT 327
OXFORD FL 344842975

DAVID POULIN
1132 45TH AVE NE
ST PETERSBURG FL 337035248

BOBBY SMITH
23530 SIERRA RD
LAND O LAKES FL 346396110

JOHN TODD
5628 GULF STREAM ST
TAVARES FL 327789240

GLORIA POWLEY
84 VENTURE CT
BRASELTON GA 305171888

SAM SMITH
10418 LEAR ST
SPRING HILL FL 346084151

SANDRA TODD
5628 GULF STREAM ST
TAVARES FL 327789240

THE LORETTA M QUIRING LIVING
350 FIELD AVE APT 5
CANON CITY CO 812122684

JANICE SONJARA TRUST
5806 BEAURIVAGE AVE
SARASOTA FL 342432690

THE VAADI TRUST
4629 GLENBROOKE TER
SARASOTA FL 342434324

RICHARD VILASI
709 RIVIERA DR
SUN CITY CENTER FL 335735536

HELEN YIN
16717 W IBARRA CT
SURPRISE AZ 853878268

KENT CAMPBELL
3559 CLUSTER CT
THE VILLAGES FL 321632791

THE GLORIA JANE WAGNER
REVOCABLE
17787 SE 108TH AVE
SUMMERFIELD FL 344916940

ZHAO ZENG
18067 W CAMINO REAL DR
SURPRISE AZ 853748914

MARK CANNON
4490 CINDY RD
LAKELAND FL 338102490

JEANETTE WEBER
4518 AMOROSA WAY
SAN ANTONIO TX 782612895

ZHAO ZENG
18067 W CAMINO REAL DR
SURPRISE AZ 853748914

QUINCE CANNON
4137 DERBY DR
LAKELAND FL 338094077

JERRY & JEANETTE WEBER REV TR
4518 AMOROSA WAY
SAN ANTONIO TX 782612895

CHARLES AMANTE
1023 SOLEDAD WAY
THE VILLAGES FL 321599113

QUINCE A CANNON REV LIVING TRUST
4137 DERBY DR
LAKELAND FL 338094077

2004 WETTER FAM REV LIV TRUST
490 N BEACON POINT LOOP N
LILLIWAUP WA 985559623

GLORIA BERG
333 LAKE HOWARD DR NW APT 213A
WINTER HAVEN FL 338802306

SHEILA CANNON
4490 CINDY RD
LAKELAND FL 338102490

WHITMORE FAMILY TRUST
2828 ROSEWELL PL
THE VILLAGES FL 321623315

LOUISE BLACK
2804 DERBYSHIRE AVE
LAKELAND FL 338034180

WARREN CHACE
424 RANCHWOOD DR
LEESBURG FL 347488128

THE RON & CHERYL WIENER TR
13101 N TAILWIND DR
TUCSON AZ 857559508

LELAND BODMER
520 SWAN DR
SEBRING FL 338756292

CLARENCE A & BARBARA A CHIPMAN
5285 N STATE RD
ORLEANS MI 488659723

BARBARA WILLIAMSON
PO BOX 26
WEBSTER FL 335970026

HILDA BOSTICK
1705 FLORAHOME WAY
THE VILLAGES FL 321632199

THE CIABOTTI FAMILY TRUST
1490 KILLINGSWORTH WAY UNIT 114
THE VILLAGES FL 321622185

STEVEN WINFIELD
5735 NEW PARIS WAY
ELLENTON FL 342227254

CAROLYN BURNETT
1320 SKYLINE DR
TAVARES FL 327782533

KAZUKO COLBATH
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

STEVEN L WINFIELD &
5735 NEW PARIS WAY
ELLENTON FL 342227254

JOHN & MARGARET BUSCH TRUST
3344 ROANOKE ST
THE VILLAGES FL 321627104

CAROLYN W. CONWAY LIVING TRUST
1675 SUNSET RIDGE DR
THE VILLAGES FL 321622229

JAMES COX
5316 53RD AVE E LOT R30
BRADENTON FL 342035613

ARLIN DOTY
4856 COLONNADES CIR W #117
LAKELAND FL 338111572

ALETHA M FOHRMAN &
13017 PENEFIELD LN
HUNTLEY IL 601427852

GLENN CRIBBS
1323 ITCHEPACKESASSA DR
LAKELAND FL 338100160

MICHAEL CRONIN
677 BARNACLE CT
ENGLEWOOD FL 342236561

THE RICHARD V DAHL REVOCABLE
C/O RICHARD V DAHL FOUNDERS
RIDGE 6600 AUTO CLUB RD #355
BLOOMINGTON MN 554382789

DAVIS LIVING TRUST
16743 SE 77TH NORTHRIDGE CT
THE VILLAGES FL 321628361

TODD A DEAN &
PO BOX 285
MOUNT LOOKOUT WV 266780285

THE RAYMOND G DEVRIES TRUST
U/I
1316 PAMONA LN
THE VILLAGES FL 321599172

PAUL DILLEN
2902 EVINS MILL RD
SMITHVILLE TN 371665141

EVELYN DOLOR
2419 EMERALD LAKE DR APT 210
SUN CITY CENTER FL 335733804

DAVID DUCH
5103 SILHOUETTE CT
SPRING HILL FL 346074403

EVELYN DURANT
1559 BIRCHWOOD DR N
MOBILE AL 366934922

HIRAM DURANT
1559 BIRCHWOOD DR N
MOBILE AL 366934922

RAUSINE EDWARDS
4028 GLEN GARRY RD W
CALENLANO
LAKELAND FL 338131637

ROBERT EDWARDS
12 FAIRWAY CT
QUEENSBURY NY 128049756

THE ANDRAS FABRY TRUST
3547 53RD AVE W UNIT 193
BRADENTON FL 342103489

ELIZABETH FARREL
114 WOODLAKE DR
GOODVIEW VA 240952427

THE MILDRED FEY TRUST
721 VISTA PL
THE VILLAGES FL 321593033

FREDERICK FAM REV LIV TRUST
2208 JASPER WAY
THE VILLAGES FL 321623358

JOSEPH FREDETTE
PO BOX 523
MANCHESTER PA 173450523

HAROLD FRENCH
139 SHOBER LN
MONROE VA 245742596

WANDA FRENCH
200 HILLSBORO DR
NORTH TAZEWELL VA 246309533

GERTRUDE FRENCH
3697 DANTE MOUNTAIN RD
CLINCHCO VA 242268507

DAVID FRENCH
924 ARKLEY DR
VIRGINIA BEACH VA 234624650

HAROLD FRENCH JR
139 SHOBER LN
MONROE VA 245742596

TINA FRITZ
1729 CHESTWOOD DR
VIRGINIA BEACH VA 234537015

THE MARA T DONADIO REVOCABLE
700 LA PENINSULA BLVD UNIT 205
NAPLES FL 341134040

ROBEN GAFTMAN
1894 SASSPARILLA WAY
THE VILLAGES FL 321623868

LANA GARDNER
580 LITTLE RIVER PATH
THE VILLAGES FL 321626027

THOMAS GEARHART
10373 S 200 W
SILVER LAKE IN 469829019

MARK I GERMANN TRUST
941 TALAPIA LOOP
THE VILLAGES FL 321624090

DEBASHIS GHOSHAL
6033 GLENEAGLES CIR
SAN JOSE CA 951382372

IRA GILES
402 GREENFIELD CT
MARIETTA GA 300683211

THOMAS GORMAN
32 RIDGE RD
GROTON CT 063408929

EDITH FLOOD
139 BEVERLY DR
WINTER HAVEN FL 338842002

SYLVIA GULLAGE
5532 NW 27TH PL
OCALA FL 344828747

GREGORY HANSON
1823 SCARBORO CT
THE VILLAGES FL 321621670

JANE HARBECKE
4224 LIRON AVE APT 102
FORT MYERS FL 339167822

WALTER HARBECKE
4224 LIRON AVE APT 102
FORT MYERS FL 339167822

EDWIN HAZELRIGG
1426 MASENO DR
VENICE FL 342924634

JOSEPH HICKEY
4112 GLEN GARRY RD E
LAKELAND FL 338131633

WELDON HONEYCUTT
139 ARROWHEAD LN
HAINES CITY FL 338449711

HARVEY FROMME
PO BOX 267
RINCON GA 313260267

HARRY K JACKLE & CLAIRE W JACKLE
6498 RAY RD APT 110
RALEIGH NC 276138847

DONALD A JACKSON
248 EGRET DR
HAINES CITY FL 338442357

DOLORES JOHNSON
3228 HAWKS RIDGE DR
LAKELAND FL 338104010

THOMAS J KELLY TR
3 MECKAUER CIR
BETHEL CT 068011260

JANIS KOCH
11400 LONG FELLOW DR
BONITA SPGS FL 341355963

THOMAS J KUHN REVOCABLE
1500 LAKE DR
GRAND ISLAND FL 327359714

HENRY B LARUE FAM TR
37121 GRAYS AIRPORT RD
LADY LAKE FL 321595303

THE GORMAN FAMILY TRUST
32 RIDGE RD
GROTON CT 063408929

H LORENZ HORN
8986 BLOOMFIELD BLVD
SARASOTA FL 342384448

FRANK LAWYER
3017 PINEVIEW DR
HOLIDAY FL 346919727

THEODORE J & FELICIA A GRANOSKI
2115 HERON DR
LAKE WALES FL 338594823

THE HUGHES FAMILY TRUST
2034 DUNSTER CT
THE VILLAGES FL 321623462

THE LEEGSTRA TRUST
46541 CHELON CT
MACOMB MI 480443680

JAMES GREER
12465 SE 90TH TER
SUMMERFIELD FL 344919422

CHERYL HUNTER
6601 34TH AVE W
BRADENTON FL 342095934

DAVID J LEMASTERS TR
2378 UNITY TER
THE VILLAGES FL 321625107

WILLIAM LUTHER
5181 S KENNETH TER
FLORAL CITY FL 344362179

JOLENE C NATOLI REVOCABLE
33243 PENNBROOKE PKWY
LEESBURG FL 347487244

MARVIN J PIECZYNSKI REV LIV
20159 US HIGHWAY 23 S
PRESQUE ISLE MI 497779061

CINDY MATNEY
150 HILLSBORO DR
NORTH TAZEWELL VA 246309500

GALE NEFF
1324 CHATEAU WAY
THE VILLAGES FL 321622038

THE PLESNER LIVING TRUST
1705 FLORAHOME WAY
THE VILLAGES FL 321632199

ANNE MCFARLANE
5939 SANDSTONE AVE
SARASOTA FL 342435348

THE CROOKS IRREVOCABLE SPECIAL
1324 CHATEAU WAY
THE VILLAGES FL 321622038

CYNTHIA PLESNER
7417 SUNNYSIDE DR
LEESBURG FL 347489169

WILLIIAM MERDEATH
3501 PATRICIA PL
ELLENTON FL 342224516

THE JUD P NEIGHBERS LIVING TRUST
4218 DAY BRIDGE PL
ELLENTON FL 342227237

DECL OF THE FLORA J POTTS
4831 WHITE SPRUCE ST
SEBRING FL 338708875

WILLIAM D MERDEATH TRUST
3501 PATRICIA PL
ELLENTON FL 342224516

JOHN W NELLETT &
2023 HARTLEBURY WAY
SUN CITY CENTER FL 335736358

JAMIE QUOLAS
13703 TRINITY LEAF PL
RIVERVIEW FL 335792373

ROBIN MILAZZO
1507 CERVANTES PL
THE VILLAGES FL 321599164

ROSE NELLETT
2023 HARTLEBURY WAY
SUN CITY CENTER FL 335736358

JAMES REESE
1820 GINGERQUILL DR
GRAYLING MI 497387522

PAUL MORGAN
8720 MYSTIC CIR
NORTH PORT FL 342872137

KENT J NICHOLS &
614 COTTAGE RD
BATAVIA IL 605103381

THOMAS RIBAUDO
216 DEL RIO DR
THE VILLAGES FL 321595664

MORIN FAMILY LIVING
6756 ERIN CIR
ZEPHYRHILLS FL 335421851

JOHN OHLSSON
6035 SEA RANCH DR UNIT 701
HUDSON FL 346671582

THE RITTER TRUST
100 LANE 570 LAKE JAMES
FREMONT IN 467379003

RAYMOND E MORRIS REVOCABLE TRUST
1700 EL CAMINO REAL APT 104
THE VILLAGES FL 321591001

EDWARD R PETERS&CLEMENTINE HELEN
208 PARK LAND DR
LAKE PLACID FL 338525195

JEROME ROSENTHAL
1951 N HONORE AVE A406
SARASOTA FL 342359117

JAMES M MULLINS REV TRUST
324 E BEACH DR APT 404
PANAMA CITY FL 324015809

EMIL PETERS REV LIVING
512 68TH ST
HOLMES BEACH FL 342171203

MARC ROZNER
4837 BRIARBEND DR
HOUSTON TX 770354933

CHRIST OF SADORF
451 1/2 15TH AVE N
ST PETERSBURG FL 337044445

SITTE TRUST
PO BOX 1063
SISTER BAY WI 542341063

ARTHUR STINSON
128 CITRUS RD NE
LAKE PLACID FL 338529768

DEBRA SANFORD
4112 GLEN GARRY RD E
LAKELAND FL 338131633

W DALE SMITH
PO BOX 1180
BELLEVIEW FL 344211180

JOY STRELIOFF
6500 NW 67TH TER
OCALA FL 344822201

ANN SAWYER
13786 SW 114TH AVE
DUNNELLON FL 344325617

GEORGE SMUDDE
4531 LILAC AVE
GLENVIEW IL 600251452

THE THOMPSON FAMILY TRUST
2125 LAWSONIA LOOP
WINTER HAVEN FL 338819788

BERTALOU SCHAFER TRUST
9000 W 120TH TER
OVERLAND PARK KS 662131537

GEORGE & DOLORES SMUDDE REV
4531 LILAC AVE
GLENVIEW IL 600251452

EDWARD THURKOW
607 CEDAR LN
LADY LAKE FL 321593214

JOSEF SCHIRPKE
3673 LAKE BAYSHORE DR J-513
BRADENTON FL 342055140

FORTUNATO SORIANO
546 W FENWAY DR
HERNANDO FL 344425156

DONALD TINDAL
415 EVERGREEN DR
DESTIN FL 325412201

ROBERT SCHULTZ
4324 EMMAUS RD
FRUITLAND PK FL 347315917

SORIANO TRUST
546 W FENWAY DR
HERNANDO FL 344425156

GARY TOPHAM
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

THE SCHWARZ TRUST
5622 SW 14TH AVE
CAPE CORAL FL 339148007

WALTRAUD SPANGLER
2409 BERKSHIRE DR
WINTER HAVEN FL 338843062

GARY TOPHAM
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

ROBERT SCRIMA
1310 DE LA GARZA PL
THE VILLAGES FL 321620143

THE RICHARD L STANLEY LIV TRUST
7801 34TH AVE N LOT 13
SAINT PETERSBUR FL 337101144

ALICIA TOPPING
112 FAIRWAY BLVD #411
P C BEACH FL 324072817

THE JOHN D SHUTE & EMILY SHUTE
4393 ADELAIDE AVE
NORTH PORT FL 342888823

EUGENE STIEF
951 OLEANDER ST
LADY LAKE FL 321592141

RONALD TRACHTENBERG
32809 TIMBERWOOD DR
LEESBURG FL 347488139

THE JAMES F AND DORIS T. SIGLIN
15443 LAKESHORE VILLA ST
TAMPA FL 336131353

RAYMOND W STILES REVOCABLE
9000 W 120TH TER
OVERLAND PARK KS 662131537

THE TYLER FAMILY TRUST
2522 SWANS LANDING
LAND O LAKES FL 34639

EMILIO VALDES
3228 HAWKS RIDGE DR
LAKELAND FL 338104010

MARTIN YACKLEY
754 TERRANOVA LN
WINTER HAVEN FL 338843414

ELIZABETH D BOOTH & N/A
3124 E HENDERSON CIR
LAKELAND FL 338034416

LARISA VERVILLE
3232 HAMPTON LN
THE VILLAGES FL 321627669

THE KORE E YODER & SUSANNA A
3200 FRONT MOUNTAIN RD
BELLEVILLE PA 170048815

LUCINDA BUCH
38928 TALL DR
ZEPHYRHILLS FL 335401884

ARUN VIRICK
1512 FOXBOROUGH LN
PLANO TX 750935234

ANDERS E & GLADYS E ANDERSON
2331 LANCASTER DR
SUN CITY CTR FL 335736508

BUCH LIVING TRUST N/A
38928 TALL DR
ZEPHYRHILLS FL 335401884

WASKOWIZ FAMILY TRUST
5866 JULIANN CT
WASHINGTON TWP MI 480944221

BEVERLY J ANDERSON TR
725 IRON OAK WAY
THE VILLAGES FL 321634094

ALAN BUCKLEY
2244 PILAR PL
THE VILLAGES FL 321622483

JOANNE WELLS
955 VANCE HILL RD
NEWPORT CTR VT 058579599

CHARLES ANDERSON
725 IRON OAK WAY
THE VILLAGES FL 321634094

JOSEPH A CANTREL LIVING TRUST N/A
38928 TALL DR
ZEPHYRHILLS FL 335401884

B. L. WESTMORELAND
4101 ERNEST DR
WESLEY CHAPEL FL 335435910

THE CHARLES F ANDERSON TR
725 IRON OAK WAY
THE VILLAGES FL 321634094

CHRISTOPHER CARLSON
7334 38TH CT E
SARASOTA FL 342436402

KARLAN WHITE
15408 LAKESHORE VILLA DR
TAMPA FL 336131317

PHILLIP BABUREK
2086 TROUT CT
THE VILLAGES FL 321623227

ROBERT J CIUNCI
4561 RANDAG DR
FORT MYERS FL 339034731

PHILIP WINKLER
10222 GARDEN ALCOVE DR
TAMPA FL 336473117

JOSEPH BABUREK
9917 FOSTER AVE
BRATENAHL OH 441081033

WILLIAM COATES III &
1239 RADISON AVE
SUN CITY CTR FL 335738022

MORRIS WOLFF
657 MULLINS PATH
THE VILLAGES FL 321626063

FRANCES BARNES
6206 26TH AVE W
BRADENTON FL 342095515

DORI FLOUD
17260 N CTY RD 9
WELINGTON CO 80549

BEN F WOOD REVOCABLE LIVING
22 NEW GREEN CT
KINGWOOD TX 773395324

BARTH FAMILY REV LIV TRUST N/A
5294 LEATHERWOOD DR
WEST CHESTER OH 450691874

ROBERT FRANCIS
11010 SYDELLE DR
N CHESTERFLD VA 23235-3330

MARK GOSLIN
4640 47TH STREET
SARASOTA FL 342353605

CLEGG S HOLLIDAY &
9606 GOVERNORS CLUB PLACE
BRADENTON FL 342024054

C BERNADETTE LEYMAN
341 TANAGER CT
LAKELAND FL 338034842

KAREN HOEFER GRIFFITH
5274 BENJAMIN LN
SARASOTA FL 342332445

JAMES B HOWELL III
23 SHADOW BROOKE DR
BRIDGETON NJ 083023616

KATHY MCBRIDE LIVING
17483 VIA NAVONA WAY
MIROMAR LAKES FL 33913-7879

KAREN H. GRIFFITH TR
5274 BENJAMIN LN
SARASOTA FL 342332445

JAMES KELLEY
6023 CONDOR DR
LAKELAND FL 338095690

GLORIA A MCCREIGHT &
466 COUNTRY OAKS DR
PLANT CITY FL 33565-9283

ANNE HACKWORTH
460 SWEETWATER WAY
HAINES CITY FL 338446362

RICHARD L KERN &
PO BOX 81
SAINT CHARLES IL 601740081

JOHN MCDANIEL
11209 SAINT ANDREWS CT
RIVERVIEW FL 33579-7045

ANNE HACKWORTH
460 SWEETWATER WAY
HAINES CITY FL 338446362

RICHARD KING
7405 N SOCRUM LOOP RD LOT 29
LAKELAND FL 338092234

JOSEPH MITCHELL
129 COUNTRY LAKE CT
WEST BABYLON NY 11704-5093

CHARLES HAUGH
7689 CAMDEN HARBOUR DR
BRADENTON FL 34212-9305

JOHN & KAREN L KNIGHT JOINT
3640 INNISBROOK DR
LAKELAND FL 33810-5766

TERESA NASH
224 HICKOCK DR
FISH HAVEN ID 83287-5099

CHARLES HAUGH
6501 17TH AVE W APT I102
BRADENTON FL 34209-7800

ROBERT G KOSSEL TTEE
3323 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 33810-5754

THE NIXON FAMILY LIV TRUST
2226 SIFIELD GREENS WAY
SUN CITY CENTER FL 33573-7172

REV TRUST AGREEMNT OF
6550 SHORELINE DR APT 7206
SAINT PETERSBUR FL 337084586

DONALD E LAVIN SR&MARJORIE J
2550 SE 7TH ST
POMPANO BEACH FL 330626120

DONALD PARRILLO &
30 FOXFIELD LOOK
ORMOND BEACH FL 321742424

ROBERT T HILLERUD &
770 SUNDIAL CT UNIT 708
FT WALTON BCH FL 325486044

DONALD E LAVIN TTEE N/A
C/O TIPTOP TOPPERS 2701 N COURSE DR # 601
POMPANO BEACH FL 330693033

PHILLIP PENROSE
5960 30TH AVE S APT 308
GULFPORT FL 337075346

STEVEN HILLERUD
1029 BROOK ARBOR DR
MANSFIELD TX 760635446

JANE A LEEDLE
2920 RIDLEY RD
HARTLAND WI 530299379

DONALD E RICHTER TRUST
15911 PRENTISS POINTE CIR APT 202
FORT MYERS FL 339084183

FRANK RIDOLFO
3733 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 338105765

E STAUB
4501 W SHANNON LAKES DR APT 120
TALLAHASSEE FL 323092298

LILLIAN UPPERMAN
2027 HEATHFIELD CIR
SUN CITY CTR FL 335737307

ROSITA M ROBERTS-BURNS REV TRUST
3153 BURBANK LN
THE VILLAGES FL 321627515

E BRIAN STAUB
4501 W SHANNON LAKES DR APT 120
TALLAHASSEE FL 323092298

SHERRI WELDON
5309 NICHOLS DR E
LAKELAND FL 338124077

PETER X & CAROLYN A ROBINSON
623 ALLEGHENY DR
SUN CITY CENTER FL 335735112

THE SUMMERLIN FAM REV
PO BOX 97
DAVENPORT FL 338360097

LEO WETZEL
3585 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 338105759

CAROLINE ROYA
12910 CRISTI WAY
BOKEELIA FL 339222615

ROBIN SUTCLIFFE
4640 47TH ST
SARASOTA FL 342353605

KENNETH YOUNG
620 DANCY RD
FROSTPROOF FL 338438123

NOEL RUSSELL
PO BOX 1262
ELFERS FL 346801262

HAZEL TEIGELER
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

DONALD ABNEY
PO BOX 6443
NALCREST FL 338566443

NOEL RUSSELL
PO BOX 1262
ELFERS FL 346801262

HAZEL H TEIGELER TRUST
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

D AGNEW
1906 HARRISBURG AVE
MOUNT JOY PA 175529591

SHERRY SEWARD
2502 GLADIOLAS CT
THE VILLAGES FL 321627036

NORMAN F TEIGELER REV LIVING
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

LINDA AMSBAUGH
1473 EL DORADO DR
DAVENPORT FL 338376658

JOSEPH SITRA
11500 NE 150TH AVENUE RD
FORT MC COY FL 321347219

KENNETH R TOWNSLEY &
517 BAYSHORE DR
AUBURNDALE FL 338235820

KENNETH L ASHLEY
2755 TAYLOR RD
WINTER HAVEN FL 338801025

ARTHUR SLACK
816 LA JOLLA AVE
SUN CITY CENTER FL 335735106

JAMES TRAYNOR
1008 LA MESA LN
LADY LAKE FL 321595674

KENNETH L ASHLEY
2755 TAYLOR RD
WINTER HAVEN FL 338801025

ARTHUR SLACK REV LIV TRUST
816 LA JOLLA AVE
SUN CITY CENTER FL 335735106

ROBERT TYOE
4100 100TH AVE N
PINELLAS PARK FL 337823839

KENNETH BALDWIN
140 RIVIERA DUNES WAY APT 1101
PALMETTO FL 342217118

WILLIAM CARROLL
3711 EDGEWATER DR
SEBRING FL 338722066

CHARLES BARRETT
4593 ROUTE 6
WELLSBORO PA 169018048

JOHN O EVERSON REV TRUST
17347 LAKE WORTH BLVD
PORT CHARLOTTE FL 339482402

CLARENCE A & BARBARA A CHIPMAN
5285 N STATE RD
ORLEANS MI 488659723

RAYMOND BAUMGARTNER
2972 LAKE HURON LN
TAVARES FL 327789111

LAWRENCE FRAKES
123 POMEROY DR
CROSSVILLE TN 385586916

MELVIN ROY & RUBY LUCILLE CLARK
2287 LOWRY RD
THE VILLAGES FL 321627763

WILFRED P BECKER REV LIV TRUST
4129 CENTER POINTE DR
SARASOTA FL 342331633

MARY FULTON
4152 SMOKE SIGNAL
SEBRING FL 338724500

PEDRO COLON
4408 PLUMBAGO CT
SPRING HILL FL 346072439

KATHY BECKER-BUSH
100 CENTRAL AVE APT 813
SARASOTA FL 342365728

MARGARET GAITHER
136 DEER RUN LAKE DR
ORMOND BEACH FL 321748142

PEDRO COLON
4408 PLUMBAGO CT
SPRING HILL FL 346072439

BENEDICT FAMILY TRUST
11001 SE 174TH LOOP
SUMMERFIELD FL 344918619

GALLO LIVING TRUST
1667 PENNECAMP DR
THE VILLAGES FL 321623212

BARBARA CRANDALL
850 OLD OAKS LN
LEESBURG FL 347488195

MARK BROWN
113 SWAN HILL RD
WHITNEY POINT NY 138622717

PHILIP GERACI
6376 WILLOW LN
MARCY NY 134032519

CARY CUYLER
24529 PARLANGE CT
LEESBURG FL 347487874

ROLAND BROWN
17469 SE 110TH CT
SUMMERFIELD FL 344918023

GLADYS RUTH GIBSON REV
1185 BRUNSON WAY
THE VILLAGES FL 321628724

IVAN D'SOUZA
2295 PAWLEYS ISLAND PATH
THE VILLAGES FL 321622315

MICHAEL BURGER
BLDG 988 988 BLVD OF THE ARTS
APT 112 SARASOTA FL 342364833

THE PAUL A. GIFFORD TRUST
709 HUDSON LN
LADY LAKE FL 321593065

LOLA DIXON
3711 EDGEWATER DR
SEBRING FL 338722066

JESSE CAMPBELL
7939 W RIVERBEND RD
CRYSTAL RIVER FL 344287158

GEORGE D & MARYSUE GRUSE
2203 PALMA SOLA BLVD
BRADENTON FL 342095220

RAYMOND DUNCAN
10308 TOOKE LAKE BLVD
WEEKI WACHEE FL 346133919

JESSE L CAMPBELL TTEE
7939 W RIVERBEND RD
CRYSTAL RIVER FL 344287158

JAMES HALLORAN
1918 INVERNESS GREENS DR
SUN CITY CTR FL 335737218

FRANK HARMON
9218 SE 179TH WESLEY ST
THE VILLAGES FL 321620858

KENNETH LANG
1436 SOUTHSHORE DR
TAVARES FL 327784214

MICHAEL PONTLIANA
5950 ELDE RD
COTTON MN 557248108

PHILIP HEAPS
2816 PIER DR
RUSKIN FL 335706138

KAREN LARSEN
24508 PARLANGE CT
LEESBURG FL 347487874

JOEL PRITCHARD
176 SUNSET DR
LEESBURG FL 347489239

ROBERT HEDLUND
805 50TH C AVE E
BRADENTON FL 342034831

H LINDSEY
17096 SE 115TH TERRACE RD
SUMMERFIELD FL 344917840

DIANE RICHARDS
18218 BAYWOOD FOREST DR
HUDSON FL 346675770

THE HENSLER REVOCABLE TRUST
312 STROLL LN
SUN CITY CENTER FL 335736234

BERNARD LOBUE &
4336 HARNEY CT
NEW PORT RICHEY FL 346551675

THOMAS RICHARDS
18218 BAYWOOD FOREST DR
HUDSON FL 346675770

DOROTHY HOOKER
31811 HARRIS RD
TAVARES FL 327784627

GERALD LOOMER
2115 CALLAWAY DR
THE VILLAGES FL 321624388

PAUL ROBIE
3300 HALEY POINTE RD
SAINT AUGUSTINE FL 320847000

JANET C HSU REV LIV TR N/A
17286 SE 85TH WILLOWICK CIR
THE VILLAGES FL 321622822

JOHN MACKO
2526 SAFFRON LN
THE VILLAGES FL 321625115

RICHARD RUTKOWSKI
1944 PEACHTREE AVE
THE VILLAGES FL 321627559

ALANA B JENSEN REV TRUST N/A
2966 BONIFAY PATH
THE VILLAGES FL 321632202

EDWIN B MCCLURE &
1120 NORTH SHORE DR NE 1002
ST PETERSBURG FL 337011451

ALBERT SAFFIRE
174 DOCKSIDE PKWY
EAST AMHERST NY 140511093

CHARLES JOHNSON
853 SCOTT ST
THE VILLAGES FL 321626457

JOHN MERHOTTEIN
2451 FOSGATE PL
THE VILLAGES FL 321625048

JAMES SCHERER
3051 LAS VEGAS BLVD
SEBRING FL 338705011

WILLIAM KLEMM
7608 PINEAPPLE LN
PORT RICHEY FL 346684029

DONALD NASCIMBEN
563 S HAMPTON BLVD
AUBURNDALE FL 33823 N/A N/ N/A

IRA FBO JERRY SCHWADERER
1071 DONEGAN RD 1544
LARGO FL 337712955

RONALD KUYKENDALL
17508 ALISARA TRL
HENRYVILLE IN 471268466

WILLIAM C PATEL & HOMAI H PATEL
4052 SAVAGE STATION CIRCLE
NEW PRT RCHY FL 346536129

SHARON SIKORA
1944 PEACHTREE AVE
THE VILLAGES FL 321627559

THELMA SLY
505 PANSY ST
DAVENPORT FL 338377133

ABRAHAM REVOCABLE TRUST
16525 N 109TH PL
SCOTTSDALE AZ 852559092

RON BIDDLE TRUST
402 EAKIN DR NW
BAINBRIDGE ISLA WA 981101758

MARTIN STEFFENSON
7116 FLORESTATE DR
HUDSON FL 346671852

N. ACKERSON TRUST
3731 S AVENIDA DE ANGELES
GOLD CANYON AZ 851182985

CHARLES E BLUE & JUDITH H
2308 W CALLE CACILLO
GREEN VALLEY AZ 856228058

GISELA SUTPHEN TTEE
2041 BEACH DR SE
ST PETERSBURG FL 337052839

ARLYE ADAMS
111 MCCOSH DR
CHESAPEAKE VA 233206015

STEVEN BOLTE
1797 W 28TH AVE
APACHE JUNCTION AZ 851209500

CHARLES TAYLOR
2140 COMMONWEALTH AVE
AUBURN HILLS MI 483262415

ALLEN LIVING TRUST
26 E BUTLER DR
PHOENIX AZ 850203522

THE CARROLL FAMILY TRUST
5519 W BIG OAK ST
PHOENIX AZ 850839360

SARINA URQUHART
1738 CAMBRIDGE CIR
REDLANDS CA 923744227

DAVIC & SUSAN AUDSLEY FAM
PO BOX 978
PINEDALE AZ 859340978

BARBARA CLARK
1330 E GEORGIA AVE
PHOENIX AZ 850143032

ROY VANNEST
429 PLEASANT VIEW RI RD
RAVENSWOOD WV 26164

SUSAN AUDSLEY
PO BOX 978
PINEDALE AZ 859340978

CAROLYN COSTA
265 S COLUMBIA DR
WOODBURN OR 970714417

ALFRED E & JOHANNA M WADE LIVING
37345 STANFORD AVE
ZEPHYRHILLS FL 335413642

SHIRLEY A BARNES &
1752 S HERITAGE
MESA AZ 852105915

CUSANO LIVING TRUST
39825 S LAKE CREST DR
TUCSON AZ 857392450

DONNA MARIE WILLARD
REVOCABLE
4720 WATER PARK DR UNIT Q
BELCAMP MD 210171498

THE BARRON FAM REV
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

DANKER TRUST
14526 TRADING POST DR.
SUN CITY WEST AZ 853755793

RONALD WRIGHT
1738 CAMBRIDGE CIR
REDLANDS CA 923744227

CAROL BARRON
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

MARY TIMOSZYK DAVEY
5229 E HASHKNIFE RD
PHOENIX AZ 850547197

SYLVESTER YOUNCE
9541 SW 90TH ST
OCALA FL 344817494

ROBERT & ROSA BENNEN FAMILY
1130 E CANON DEL ORO LN
NOGALES AZ 856214701

AGATHA DAVIS
6291 S FOUR PEAKS PL
CHANDLER AZ 852493943

MICHAEL D DAVIS & JULIE A DAVIS
37279 S DESERT BLUFF DR
TUCSON AZ 857392197

KARINA FIANDACA
3036 N CALLE LADERA
TUCSON AZ 857153207

TERRI J GRANT & N/A
6803 W CORRINE
PEORIA AZ 853815329

ROBERT W DAVIS TTEE
2395 S ORCHARD VIEW
GREEN VALLEY AZ 856141439

THE FIORINO FAMILY TR
62649 E AMBERWOOD DR
TUCSON AZ 857391842

THE DOUGLAS GRIMM &EVELYNE
GRIMM N/A
5257 W ARID CANYON DR
MARANA AZ 856584065

ESTRELLITA DE LA TORRE
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

FRERICHS LIVING TRUST
1160 W CAMINO URBANO
GREEN VALLEY AZ 856224803

ALLAN GRODSKY&HEDY BLAIR
GRODSKY N/A
38319 S. DESERT BLUFF DR.
TUCSON AZ 857392155

THOMAS J DIGREGORY TRUST
132 W PASEO DE CHINO
GREEN VALLEY AZ 856143756

BARBARA GEARHART
11080 PALEIS CIR
CLIO MI 484202315

ROBERT HABER
8613 E ORANGE BLOSSOM LN
SCOTTSDALE AZ 852507428

THE DONALDSON FAMILY
36618 S DESERT SUN DR
TUCSON AZ 857393090

GEMELARO LIVING TRUST
11111 E PANTANO TRL
TUCSON AZ 857305668

GORDON S HADEN TR N/A
982 S FLORIDA SPRINGS CT
GREEN VALLEY AZ 856146209

CHARLES J DRISCOLL &
8009 E NICARAGUA DR
TUCSON AZ 857303504

JASON RD & KATHLEEN E GILLESPIE
13601 N TAN TARA PT
SUN CITY AZ 853512745

JOAN HALL
1230 E SENECA PL
TUCSON AZ 857193641

PETER & SUSAN EISENKLAM
1413 E LELAND ST
MESA AZ 852032092

TANDRA GOODWIN
6070 W MILLAY ST
TUCSON AZ 857438258

CHALMER HANS
65656 E ROCKY TERRACE DR
SADDLEBROOKE AZ 857391619

YVETTE EZO
3407 W REDFIELD ROAD
PHOENIX AZ 850535642

JOHN A & GERTRUDE B GOUDY
9106 N 80TH LN
PEORIA AZ 853454821

STEPHEN HEATH
189 E VIA TERESITA
SAHUARITA AZ 856298946

ALESHA FIANDACA
3036 N CALLE LADERA
TUCSON AZ 857153207

IRA FBO GARY W GRANT N/A
6803 W CORRINE
PEORIA AZ 853815329

HUDSON FAMILY TRUST
1193 SAPPHIRE LN
SHOW LOW AZ 859013919

KARMA FIANDACA LIVING
3036 N CALLE LADERA
TUCSON AZ 857153207

TERRI GRANT
6803 W CORRINE DR
PEORIA AZ 853815329

HUTCHESON LIVING TRUST N/A
18 N RIDGE RD
MASHPEE MA 026492884

ROBERT J & HILDEGARD JAGEN TRUST
14518 TRADING POST DR
SUN CITY WEST AZ 853755793

KOSHEL FAM TR
37530 S OCOTILLO CANYON DR
SADDLEBROOKE AZ 857391881

ELIZABETH MASON
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

WILLIAM JOHN JR& JEAN M JOHN
39923 S OLD ARENA DR
TUCSON AZ 857395915

RICHARD LANG
623 W CRENSHAW LN
GREEN VALLEY AZ 856145744

THE MASON FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

ROBERT VON JOHNSON TTEE N/A
26 E BUTLER DR
PHOENIX AZ 850203522

DAVID L LARSON SURVIVORS
33 CAMELIA DR
NAPA CA 945581306

THE MICHAEL D. MCCREARY
5111 E ROCKRIDGE RD
PHOENIX AZ 850181932

COREY JONES
PO BOX 75157
PHOENIX AZ 850871020

MARK LARSON
7860 E BENSON HWY UNIT 100
TUCSON AZ 857568314

THE MCCRILLIS FAMILY TRUST
14320 N RUSTY GATE TRL
ORO VALLEY AZ 857559345

ALBERTA JORDAN TRUST
132 W PASEO DEL CHINO
GREEN VALLEY AZ 856143756

LETSCH LIVING TRUST
37213 S DESERT SUN DR
TUCSON AZ 857393079

MALCOLM & SYLVIA MCGREGOR
574 W MICKELSON LN
GREEN VALLEY AZ 856145747

DONALD C KESSLER & NORMA N/A
37561 S DESERT SUN DR
TUCSON AZ 857393085

LINK SURVIVORS TRUST
2621 KINGSFORD LN
TROPHY CLUB TX 762623438

THOMAS MCSHEA
7521 E WAVERLY CIR
TUCSON AZ 857154229

RICHARD KESTER
PO BOX 810
PEARCE AZ 856250810

MARKS LIVING TRUST
11111 E PANTIANO TRAIL
TUCSON AZ 857305668

THE JEANNETTE R MICHALSKI TRUST
3403 E MAIN ST #2106
MESA AZ 852138683

G WILLIAM KEYES REVOCABLE TRUST
145 GREAT FRONTIER DR
GEORGETOWN TX 786334595

BEVERLY MARTIN-JONES
PO BOX 75157
PHOENIX AZ 850871020

THE MONTANO TRUST
14320 N RUSTY GATE TRL
ORO VALLEY AZ 857559345

RICHARD KINKADE
1013 SHANNON CT
JANESVILLE WI 535463742

THE MASON FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

THE NUGENT LIV TR
1838 W CAMINO URBANO
GREEN VALLEY AZ 856224668

RUTH ELAINE KNAACK
1421 N BANK SWALLOW RD
GREEN VALLEY AZ 856146020

THE MCCONNER FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

KATHLEEN OCONNELL
80 COLINAS
SEDONA AZ 863519238

THOMAS J PAULIN TTEE
10541 N LAMBERT PL
ORO VALLEY AZ 857378576

THE SADLIER FAMILY REV TRUST
578 S 232ND AVE
BUCKEYE AZ 853263872

THE SULLIVAN FAMILY TRUST
64563 E WIND RIDGE CIR
TUCSON AZ 857392108

MARY PETERSON
230 W ROLLING HILLS ST
ORO VALLEY AZ 857046729

DUANE SARKELA
425 W CALLE DE ORO
GREEN VALLEY AZ 856143205

MARC TAYLOR
2472 W CROCUS DR
PHOENIX AZ 850235937

REAGOR FAMILY TRUST
439 S ROSEMONT
MESA AZ 852062140

NESTER SHAY
6305 N 34TH AVE
PHOENIX AZ 850171404

NATASHA L THOMPSON LIV TRUST
4181 W KENT DR
CHANDLER AZ 852267215

ARTHUR REYES
15223 E REDROCK DR
FOUNTAIN HLS AZ 852685814

STANLEY SPIELBUSCH
3054 N 159TH DR
GOODYEAR AZ 853956427

CARL AMES THOMPSON SEPARATE
5635 E LINCOLN DR #11
PARADISE VLY AZ 852534121

SHELLY RICHMAN
3023 GREENWICH ST
CARLSBAD CA 920107030

SPIELBUSCH FAMILY REVOCABLE
3054 N 159TH DR
GOODYEAR AZ 853956427

JUDITH G TUGGLE REV TR
683 CHIVE DR
PRESCOTT AZ 863053890

MARGARET RICKETTS
1171 E CAMINO DIESTRO
ORO VALLEY AZ 857047905

EDWARD SPOHN
2615 E MAXINE PL
VAIL AZ 856419623

ULOTH LIVING TRUST
1601 MCDOWELL RD
EVANSVILLE IN 477125400

RICHARD RICKETTS
1171 E CAMINO DIESTRO
ORO VALLEY AZ 857047905

CHERYL STAHL
5223 E HERRERA DR
PHOENIX AZ 850547183

RITA A WALDEN REV TR
635 S PARK CENTRE AVE APT 1322
GREEN VALLEY AZ 856146278

RIDEOUT REV LIVING TRUST
19431 N PONDEROSA CIR
SUN CITY AZ 853731209

STAHL FAMILY LIVING TRUST
5223 E HERRERA DR
PHOENIX AZ 850547183

VICTOR W & CONNIE M WESTLUND REV
5505 E MCLELLAN RD #62
MESA AZ 852053405

ROBINSON LIVING TRUST
9544 W RUNNING DEER TRL
PEORIA AZ 853838753

EUGENE STEINER
23 MASON ADDITION ST
BISBEE AZ 856031143

WIETHOLTER FAMILY TRUST
842 E STONEWOOD DR
CASA GRANDE AZ 851221757

DIANE ROBINSON
PO BOX 1859
WICKENBURG AZ 853581859

SUAREZ FAMILY TRUST
74 DAVILA CIR
TUCSON AZ 857452919

THE WISECARVER FAM TRUST
5909 S MEADOW HILLS LOOP
GREEN VALLEY AZ 856226331

JOAN BANTA
2623 COLLEGE HEIGHTS RD
PRESCOTT AZ 863014186

CASSELMAN FAMILY TRUST
8013 BOCA CIEGA DR
ST PETE BEACH FL 337061638

JOHN C DRAKE & MARIA L DRAKE
9618 W HIDDEN VALLEY CIR N
SUN CITY AZ 853511319

DAVID BECKER
2549 FOX RUN LN
BULLHEAD CITY AZ 864428676

CHAPPELL REV LIV TRUST
13106 W BALLAD DR
SUN CITY WEST AZ 853751854

DUNNING LIVING TRUST
41229 N RIVER BEND RD
ANTHEM AZ 850865802

STEVEN BRIESKE
4667 N AGUA FRIA DR
PRESCOTT VALLEY AZ 863145147

GARY L CHILDRESS &
934 CHINQUAPIN PL
HOUSTON TX 770941169

DONALD R & SHARON E EDMISTON
2862 OSBORN DR APT A
LK HAVASU CTY AZ 864066600

CRAIG & SANDRA BROWN LIV
13240 N IRON HAWK DR
PRESCOTT AZ 863051581

DAVID CHRISTOFF
50 PINON CT
SEDONA AZ 863366637

MICHAEL ENGLISH
4313 MYRTLE BEACH DR
AUSTIN TX 787386534

CHARLES J BURCZYK &
11611 W DONGES BAY RD
MEQUON WI 530973309

CLARISSA J CLINE TR
7501 E THOMPSON PEAK PKWY UNIT
152 SCOTTSDALE AZ 852554531

THE WILLIAM K& DEBRA G
ETHERIDGE
13019 W DESERT GLEN DR
SUN CITY WEST AZ 853754826

LINDA LOUISE BUTLER
938 PINON OAK DR
PRESCOTT AZ 863053821

C AND G CONSULTANTS INC.
2220 FREMONT DR
LK HAVASU CTY AZ 864068315

DONALD E FOGG REVOCABLE
TRUST
6151 S MARION WAY
CENTENNIAL CO 801212619

GREGORY C BYERS REV
938 PINON OAK DR
PRESCOTT AZ 863053821

NATANAEL CORTES
14045 N SAHARA DR
SUN CITY AZ 853512942

MARTHA FOGG REV INTERVIVOS
TRUST
6151 S MARION WAY
CENTENNIAL CO 801212619

THE CARD FAMILY REVOCABLE
PO BOX 466
LK HAVASU CTY AZ 864050466

DANNER LIVING TR
PO BOX 1015
LAKE HAVASU CIT AZ 864051015

K DIANE FUERST
2396 E PAWNEE TRL
FORT MOHAVE AZ 864267031

SUSAN CASE
2516 HUNTINGTON LN
REDONDO BEACH CA 902784534

THE DAVID J DAVIS TRUST
9201 W HIDDEN VALLEY LN
SUN CITY AZ 853511745

THE GIANFORTE REV FAMILY
1250 PRINCESS DR
LAKE HAVASU CIT AZ 864067909

THOMAS J CASE &
PO BOX 171
OLYMPIA WA 985070171

THE DOTSON FAMILY TRUST
986 BRIDGEWATER DR
PRESCOTT AZ 863016677

ARTHUR H & MARY GILLETT FAMILY
13019 W DESERT GLEN DR
SUN CITY WEST AZ 853754826

GONZALEZ LIVING TRUST
688 ACOMA BLVD SOUTH
LAKE HAVASU CIT AZ 864067715

SANDRA HOBBS
2014 E WAGONER RD
PHOENIX AZ 850221433

ROBERT R KRAUSE &
PO BOX 1011
BULLHEAD CITY AZ 864301011

JAMES GRAIF
1319 S MONTE TESORO DR
COTTONWOOD AZ 863264750

HOLMES FAMILY TRUST
3118 LEES AVE
LONG BEACH CA 908084217

ZONNIE KRAUSE
PO BOX 1011
BULLHEAD CITY AZ 864301011

FBO THE GROVES REV TR
7157 W AVENUE L6
LANCASTER CA 935364576

JOSEPH V HUJBER
2263 DAYTONA AVE
LAKE HAVASU CIT AZ 864036849

EDA LEHMAN, SANDRA KREITNER &
ATTN EFI KREITNER 1430
BROADWAY STE 1105
NEW YORK NY 100183394

HEINZ W & PATRICIA C HAENISCH
100 PINE KNOLLS DR
SEDONA AZ 863366521

ALFRED S HUK REVOCABLE LIVING
13507 W ROBIN LN
SUN CITY WEST AZ 853752033

WILLIAM LOSASSO
2396 E PAWNEE TRL
FORT MOHAVE AZ 864267031

HALL FAMILY TRUST
8 WINEGLASS DR
PRESCOTT AZ 863016157

EMIL IHRIG
12436 W FETLOCK TRL
PEORIA AZ 853832577

DONALD J & RITA M MACKEY LIV TR
5824 BASIL LN
PRESCOTT AZ 863053857

THE STEVEN P & MARY K HARBECK
1108 N BUENA VIS W
DEWEY AZ 863275503

DONNA KAMEN
20 ALYSSUM CT
RENO NV 895118137

ROBIN MARTIN
1152 PELICAN DR
FRISCO TX 750331686

YOUNG HASKETT
584 YAVAPAI HILLS DR
PRESCOTT AZ 863015784

THE DONALD P KELLEY LIV TRUST
3425 CLEARWATER DR
PRESCOTT AZ 863057191

THE LEO & JOAN MASSICOTTE
12200 E STATE ROUTE 69 LOT 372
DEWEY AZ 863274530

JENNIFER HAWES
3043 S RAGEN DR
YUMA AZ 853655115

BERNARD KENNEDY
11647 CATCLAW CT
SURPRISE AZ 853782547

MICHAEL P MATTERA TTEE
3575 N MOORPARK RD APT B8
THOUSAND OAKS CA 913602699

RALPH J &JEAN HENNESSY AKA DORIS
10062 W PALMER DR
SUN CITY AZ 853513919

THE KIEFER FAMILY TRUST
5821 SYMPHONY DR
PRESCOTT AZ 863053853

THE MAZZELLA FAMILY LIVING
1442 MEADOWRIDGE RD
PRESCOTT AZ 863055245

JOAN E HESLOP &
1751 N 300 W
CENTERVILLE UT 840143132

ALVIN & SYLVIA KOSMALA TRUST
4432 HORNET DR
PRESCOTT AZ 863016720

MAX G&ALETA L MCCABE REV TRUST
9633 W KIMBERLY WAY
PEORIA AZ 853822618

ALETA MCCABE
9633 W KIMBERLY WAY
PEORIA AZ 853822618

FLOYD DALE NEUMANN &
4050 N SAGEBRUSH CIRC
PRESCOTT VLY AZ 863147622

RANDALL PERIN
1642 MCCULLOCK BLVD N PMB #154
LAKE HAVASU CIT AZ 864030958

THE GERALD F MCNALLY AND FRANCES
7 WALKING DIAMOND DR
PRESCOTT AZ 863016160

TERRY EUGENE NEWMAN &
3670 KICKING HORSE DR
LAKE HAVASU CIT AZ 864042213

DAVID PHILLIPS
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

MICHAEL D & MARGARET A MECCA
10311 W. GULF HILLS DR.
SUN CITY AZ 853511616

DAVID NOEHRING
8743 W BETTY ELYSE LN
PEORIA AZ 853823782

KATHRYN PHILLIPS
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

ROBERT MELANG
10534 W PALMERAS DR
SUN CITY AZ 853731940

RICHARD D OBITZ SURVIVORS
15609 GULF HILLS CT
SUN CITY AZ 853511212

THE PHILLIPS LIVING TRUST
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

GEOFFREY MERRILL
26498 N 84TH DR
PEORIA AZ 853833651

HARRY & SHARON OFFERMAN
1609 W DALTON CIR
PAYSON AZ 855413519

WILLA PRAZAK-PABST
PO BOX 1812
SUN CITY AZ 853721812

STEPHEN MEYER
3413 ESTRELLA DR
PASCO WA 993015137

THE PABST FAMILY TRUST
9518 W GREENHURST DR
SUN CITY AZ 853512025

JERRY QUOLAS
7470 E PLATEAU RIDGE RD
PRESCOTT VLY AZ 863154580

KEITH MILLER
23919 W PINNACLE VISTA LN
WITTMANN AZ 853615602

GEORGE PANKER
325 NORTH ST
SEQUIM WA 983828667

GARY LEE RAMSEY TTEE
200 BRIDLE WAY UNIT 233
YAKIMA WA 989017983

MOMENT ENTERPRISES LP
402 ACACIA DR
SEDONA AZ 863366965

PATRICIA PANKER
325 NORTH ST
SEQUIM WA 983828667

MICHEL L RATY &
1062 VERDE SANTA FE PKWY
CORNVILLE AZ 863254940

ELM CHILDREN'S TRUST
1988 S ARROWHEAD LN
COTTONWOOD AZ 863267094

ANNE ELLEN PATTEN
11647 W CATCLAW CT
SURPRISE AZ 853782547

DOROTHY REAUME
55 CATHEDRAL ROCK DR UNIT 16
SEDONA AZ 863518633

THE NELSSEN FAMILY REVOCABLE
1814 E BELL RD APT 1009
PHOENIX AZ 850222862

THE GLORIA M PEAK LIVING TRUST
11728 E LONGHORN DR
DEWEY AZ 863275901

ROGER ROBINSON
1308 N STOCKTON HILL RD STE A371
KINGMAN AZ 864015139

SUSAN ROGERS
7337 N BRILLIANT SKY WAY
PRESCOTT VALLEY AZ 863159054

THE RALPH & ANNA SOBBA
1545 E EL RODEO RD # 137
FORT MOHAVE AZ 864268309

THOMPSON FAMILY TRUST
PO BOX 1055
CHINO VALLEY AZ 863231055

KENNETH ROGERS
7337 N BRILLIANT SKY WAY
PRESCOTT VLY AZ 863159054

JOHN A STARY TTEE
PO BOX 4074
CAMP VERDE AZ 863224074

H TIPPETT
3850 N STATE ROUTE 89 UNIT 115
PRESCOTT AZ 863018434

ROTHSTEIN FAM REV TRUST
1112 N RUSTY NAIL RD
PRESCOTT VALLEY AZ 863141478

THE RICHARD GLENN STEVENS
10626 W EMERALD PT
SUN CITY AZ 853512742

BOULET/VAN DEWEGHE TRUST
11557 W SAND TROUT CT
SURPRISE AZ 853782665

GERALD J SHAYNE TTEE
1636 GRANITE SPRINGS DR
PRESCOTT AZ 863051104

SALLY ELIZABETH STOOTHOFF LIVING
1426 KWANA CT
PRESCOTT AZ 863014447

THE VAN HORN FAMILY TRUST
4228 HIGHLANDER AVE
LAKE HAVASU CIT AZ 864068029

STAN SHEPHERD
PO BOX 26583
PHOENIX AZ 850686583

SALLY STOOTHOFF
1426 KWANA CT
PRESCOTT AZ 863014447

LARRY VERHULST
PO BOX 26557
PRESCOTT VALLEY AZ 863126557

JUANITA SHOTLIFF TR
13218 CASTLE ROCK DR
SUN CITY WEST AZ 853754804

TAN SKY MANAGEMENT CO LLC
12975 VIA LATINA
DEL MAR CA 920143731

WILLIAM D.& ROSALIE WAGNER TRUST
4420 S. KATHY RD
FLAGSTAFF AZ 860059339

THE SIPE FAMILY TRUST
19418 N SIGNAL BUTTE CIR
SUN CITY AZ 853731218

RONALD C TEETERS&VICKY L TEETERS
1901 N ARENA DEL LOMA RD
CAMP VERDE AZ 863227519

PAUL WALTHER
4985 N HIGHWAY 95 SPACE#3
PARKER AZ 853449623

STANLEY J SKIBA &
2811 TONTO DR
LK HAVASU CTY AZ 864068554

THE SARGENT CASTLE TRUST
245 COUGAR DR
SEDONA AZ 863367087

RICHARD WASMER
530 S BRADSHAW DR
PRESCOTT AZ 863035808

CLARE SMALL LIVING TRUST
402 ACACIA DR
SEDONA AZ 863366965

THE LC & JD TEETS LIVING TRUST
451 W SALT MINE RD
CAMP VERDE AZ 863227031

ROXANNE WATKINS
18860 N 87TH DR
PEORIA AZ 853828774

DONALD E & MARY JO SMALL LIV
2381 SEMINOLE DR
BULLHEAD CITY AZ 864427451

GEORGIA THOMAS
10189 E DURHAM RD
DEWEY AZ 863275229

HERTA A WEBER 1988 TRUST
17300 N 88TH AVE APT 244
PEORIA AZ 853824740

THE LOWELL M WIGGINS REV LIV
13373 N PLAZA DEL RIO BLVD #5511
PEORIA AZ 853814873

EUGENE YOUG
122 RAINBOW DR #2239
LIVINGSTON TX 773991022

JANA LONG
4675 W HORIZON VIEW DR
CLARKDALE AZ 863243382

THE PAUL D & CAROLYN J WILCOX
775 S JEROME VWS
CORNVILLE AZ 863254823

LISA ZYSK
10502 W RIDGEVIEW RD
SUN CITY AZ 853511866

THE REV TRST OF THOMAS CHARLES
5420 N MESQUITE DR
PRESCOTT VALLEY AZ 863144209

CHARLENE T WILSON TR
15 LEISURE CT
SEDONA AZ 863363264

RANDALL BAKER
7950 E KEATS AVE UNIT 223
MESA AZ 852095028

MONTGOMERY FAMILY TRUST
PO BOX 10871
PRESCOTT AZ 863040871

HAROLD L WIRTH TRUST
7373 E US HIGHWAY 60 LOT 230
GOLD CANYON AZ 851187400

HELAINE BERMAN
3060 TIMBER LINE RD
PRESCOTT AZ 863014851

GERALDINE NOWAK
2361 LOMA VISTA DR
PRESCOTT AZ 863052131

ANGELA E WITT TRUST
934 MOLLY GIBSON DR
LK HAVASU CTY AZ 864068212

DOTSON FAMILY TRUST
2448 ACOMA DR
KINGMAN AZ 864017371

THE THOMAS J NOWAK & GERALDINE D
2361 LOMA VISTA DR
PRESCOTT AZ 863052131

LESTER WOLFF
9578 W POTTER DR
PEORIA AZ 853825148

STEVE FEKETE
4183 DEL RIO
COTTONWOOD AZ 863265766

GORDON & NANCY SHUMAN
1035 E BROOK HOLLOW DR
COTTONWOOD AZ 863265032

EDWIN WOOD
PMB 23086 PO BOX 190
JEFFERSON OR 973520190

ALLEN GILSON
3580 FAIRWAY CIR
CORNVILLE AZ 863254919

FLO SMITH
1208 HIGHLANDER PL
PRESCOTT AZ 863054033

KATE WOODRUFF
5907 FOXTAIL LOOP W
BILLINGS MT 591062273

GLEN HADLOCK
125 WINDING VW
NEW BRAUNFELS TX 781322543

THE STARR REV TRUST
166 CORONADO TRL
SEDONA AZ 863363554

LUCY J WYNKOOP LVING
2780 DAYTONA AVE
LK HAVASU CTY AZ 864036007

GREGORY P HARKLEROAD LIV TRUST
2465 N SHADOW VALLEY RANCH RD
PRESCOTT AZ 86305

JAMES & MARCELLA STEPHENSON
3850 N US HWY 89 UNIT #326
PRESCOTT AZ 863018475

AMELIA YATES
4667 N AGUA FRIA DR
PRESCOTT VALLEY AZ 863145147

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301 E HOLLAMON ST
CAMP VERDE AZ 863227103

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TRUSLER TRUST
ATTN ESTATE SERVICES 4801 SOUTHWEST PKWY BLDG 1, 2ND FLOOR AUSTIN TX 787358903

MAYERHOFER LIV TRUST
661 S LITTLE BIRD PLACE
TUCSON AZ 857455114

KENNETH & GERALDINE CLEEVES REV
5904 E DUNCAN ST
MESA AZ 852056646

GEORGIA ADAMS
4700 E MAIN SP#530
MESA AZ 852057911

ASIYA NADEEM TTEE
2526 OLD FOREST RD APT A
LYNCHBURG VA 245012463

DENNIS CLEVENGER
7015 W TRENTON WAY
FLORENCE AZ 851326650

STEVEN ALEXANDER
3160 E MAIN ST LOT 19
MESA AZ 852139508

BROCK & SHARON ANN TARAS
1929 E CLIFF SWALLOW TRL
GREEN VALLEY AZ 856146028

DENNIS CLEVENGER
7015 W TRENTON WAY
FLORENCE AZ 851326650

RUSSELL E CARTER TTEE
101 W.RIVER RD UNIT 102
TUCSON AZ 857045124

BRUCE BAKER
4809 W MILKY WAY
CHANDLER AZ 852264891

ARVIN CRAWFORD FAMILY TRUST
5999 S LEGEND DR
GILBERT AZ 852984227

ALAN E EUVRARD
2433 CARRIAGE HILL WAY
THE VILLAGES FL 321623551

HERMAN BARNETT
4579 S CAMINO DEL TEJON
GREEN VALLEY AZ 856225461

SHIRLEY CUNNINGHAM REV TRUST
21681 N 61ST AVE
GLENDALE AZ 853086316

HIGGINS REV LIVING TRUST
3904 NW SANDPIPER DR
WOODLAND WA 986742227

THE DECL REV LIV TR OF
11665 WINDBROOKE WAY
ALPHARETTA GA 300056711

DAVIS 2010 REV LIV TRUST
11345 E MONTE AVE
MESA AZ 852092948

RANDY W HURWITZ REVOCABLE TRUST
29323 SUMMIT RIDGE DR
FAIR OAKS RANCH TX 780154502

MICHAEL BLACHUT
411 WALNUT ST NO 2833
GREEN COVE SPRI FL 320433443

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150 W CALLE GARCIA
TUCSON AZ 857065354

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23530 REPUBLIC AVE
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1798 E PLACITA DEL METATE
TUCSON AZ 857376022

NICHOLAS DIMA
8686 N IRONWOOD RESERVE WAY
TUCSON AZ 857431069

THE JOHNSON FAM REV TRUST
6615 N SMOKE TREE LN
PARADISE VALLEY AZ 852534129

JOHN CATTEAU
17481 W COYOTE TRAIL DR
GOODYEAR AZ 853385705

DROBINSKI FAMILY REVOCABLE
37999 S SPOON DR
TUCSON AZ 857391143

MARGARET J LENHART TR
2145 W ENID AVE
MESA AZ 852022812

THE CHADDERDON FAMILY
8195 E CROOKED TREE TRL
TUCSON AZ 857155252

MARJORIE ERICKSON
10937 E BROWN RD
MESA AZ 852071606

ERICKSON FAM REV TR
1111 E SILVERTREE DR
TUCSON AZ 857181093

DALE HARRIS
5801 N KIVA LN
PARADISE VLY AZ 852535944

JAMES J KOCI LIVING TRUST
10119 SUN CITY BLVD
SUN CITY AZ 853513935

GLENN GILBODY DECEDENTS TRUST N/A
13401 N RANCHO VISTOSO BLVD
UNIT 23 ORO VALLEY AZ 857555747

MILDRED HARRIS
5801 N KIVA LN
SCOTTSDALE AZ 852535944

RUTH KUCERA
4860 E MAIN N-10
MESA AZ 852058046

ABBY GOODMAN
10631 W GEORGIA AVE
GLENDALE AZ 853074015

HOEDEL FAMILY TRUST
62880 E FLOWER RIDGE DR
TUCSON AZ 857391070

ARMELINDA LANDEROS
2731 W NEBRASKA ST
TUCSON AZ 857461053

SKYE GOODMAN
10631 W GEORGIA AVE
GLENDALE AZ 853074015

SETH GOODMAN
24 E COLTER ST
PHOENIX AZ 850121421

TOM AND CINDY GREEN FAMILY TRUST
9900 E SABINO ESTATES DR
TUCSON AZ 857497176

RICHARD R GUMMINGER REV LIV TR
7530 S PLACITA DE CERVECAS
TUCSON AZ 857479621

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1437 N DELMAR
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MESA AZ 852058705

MICHAEL HANNA
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14501 W HURON DR
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JASPER LIVING TRUST
2279 E MONTROSE CANYON DR
ORO VALLEY AZ 857554723

JAMES JEROME
1924 E ROSEMONTE DR
PHOENIX AZ 850243052

DOLORES KARECKI
9839 W ORAIBI DR
PEORIA AZ 853824106

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3212 N MILLER RD APT 220
SCOTTSDALE AZ 852516985

MARGARET KAUFMANN
3212 N MILLER RD APT 220
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65060 E CANYON DR
TUCSON AZ 857393001

THE LAVU FAMILY REV TRUST
5554 E RIO VERDE VISTA DR
TUCSON AZ 857506740

BERNARD LEE
10721 N KITTATINNY AVE
TUCSON AZ 857379719

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6225 N 10TH ST
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13813 W WOODSIDE DR UNIT 103
SUN CITY WEST AZ 853754774

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DECLARATION OF TR OF CLARENCE
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MESA AZ 852058705

THE JOHN R & NANCY G NEWMAN
720 W GOLF VIEW DR
TUCSON AZ 857379704

CAROL M NICHOLSON REV TRUST
65708 E DESERT SANDS DR
TUCSON AZ 857391630

SHARON ORBECK
17556 N AMBERWOOD DR
SURPRISE AZ 853745601

THE EDMUND & SHERRY ORBECK
13537 W PAVILLION DR
SUN CITY WEST AZ 853755819

ALICE PAPALIOLIOS
3100 N CRAYCROFT RD
TUCSON AZ 857125206

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13410 E CAMINO LA CEBADILLA
TUCSON AZ 857498611

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10631 W GEORGIA AVE
GLENDALE AZ 853074015

EMILY REICHENBERGER
10631 W GEORGIA AVE
GLENDALE AZ 853074015

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14536 N 147TH PL LANE
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6001 E PIMA 117
TUCSON AZ 857124362

ELMER SILAGHI
1620 W VISTA RIDGE DR
GREEN VALLEY AZ 856225801

BETTY SLINKARD-MUTH
8260 E KEATS AVE UNIT 498
MESA AZ 852096342

KENNETH SPRAGUE
315 N 55TH PL
MESA AZ 852058107

THE DOUGLAS R STEPHENS & ERMA
2176 E SHERRI DR
GILBERT AZ 852963939

VALENTIN TEPORDEI
1016 S WAYNE ST APT 910
ARLINGTON VA 222044438

VIDA FUTURA HOLDINGS LLP
ATTN ROBERT B MYRICK MGR 2082
TRADITIONS DR
PRESCOTT AZ 863035010

KIM VOSBURG
10421 W WHITE MOUNTAIN RD
SUN CITY AZ 853511807

KAREN WACKER REV LIVING TRUST
N/A
10631 W GEORGIA AVE
GLENDALE AZ 853074015

GERALD WHEELER
10542 E ELEANOR MALDONADO PL
TUCSON AZ 857475818

ZAHNER LIV TR
331 CAMALOCH DR
CAMANO ISLAND WA 982827232

JAMES BROWN
2111 E HIGHLAND AVE STE 145
PHOENIX AZ 850164732

THE KENNETH R CHIARO & DONNA
6942 E BAKER ST
TUCSON AZ 857102230

THE JAMES R & ROSE M CARTER
6220 E BROADWAY RD APT 344
MESA AZ 852061600

THE LEROY F STERNER FAMILY
2250 N CARLSON CANYON DR
HUACHUCA CITY AZ 856168321

WILMA KURYLAS REV TRUST
23097 THUNDERHEAD FALLS RD
RAPID CITY SD 577028524

BONNIE LYNE
17619 N CALICO DR
SUN CITY AZ 853732206

BRYCE WILKES
2524 CHANCERY LN
RAPID CITY SD 577025303

CHRISTINE BODEN
3901 122ND AVE NE
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17619 N CALICO DR
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KAREN WOLFE
17806 N 45TH AVE
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HAROLD BOLGER
3721 E 18TH ST
CASPER WY 826093636

GUY MCVEY
45 E 9TH PL UNIT 46
MESA AZ 852014337

JOHN ALLEY
2741 S GREENSIDE PL
GREEN VALLEY AZ 856141140

RONALD G BOONE TR
3438 E HIDDEN SPRINGS DR
WASHINGTON UT 847802052

ROBERT MULLENS
3833 N FAIRVIEW AVE UNIT 50
TUCSON AZ 857052655

RICHARD ALLYN
5590 W EL CAMINO DEL CERRO
TUCSON AZ 857459329

NORBERT R BOTTCHER &
6541 W ALICE AVE UNIT 79
GLENDALE AZ 853027307

LAURA ROCKMAN
10208 W CAMDEN AVE
SUN CITY AZ 853514525

DONALD R ARNOLD TTEE
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SURPRISE AZ 853743309

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PO BOX 115
MAYER AZ 863330115

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6209 W PINON PINE CT
TUCSON AZ 857437398

RICHARD BENNETT
2111 S TIMBERLINE AVE
TUCSON AZ 857106026

CARA CAMPBELL
10203 E CALLE ESTRELLA CLARA
TUCSON AZ 857475174

JOSEPH SHRAGER
1651 SOLSTICE DR
PRESCOTT AZ 863016752

PETER E BILOTTE
465 S CRAYCROFT
TUCSON AZ 857114549

CARPENTER FAMILY REV TRUST
1100 SILVER OAKS DR
EDMOND OK 730252004

DIANE AND JOSEPH SHRAGER TRUST
1651 SOLSTICE DR
PRESCOTT AZ 863016752

THE BITTNER FAMILY TRUST
8846 E BEAR PAW PL
TUCSON AZ 857498336

JERRY CARPENTER
202 AVE DE LA DEMERALD
SPARKS NV 894349551

WELSH FAMILY REV TRUST
2203 S PEONIE CIR
MESA AZ 852095126

THE BLACKBURN TRUST
7750 E BROADWAY RD LOT 28
MESA AZ 852081331

CARPENTER FAMILY REV TRUST
1100 SILVER OAKS DR
EDMOND OK 730252004

FRANK WIERMAN
18555 W HATCHER RD
WADDELL AZ 853554417

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1 TOWERS PARK LANE # 1813
SAN ANTONIO TX 782096439

JERRY CARPENTER
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WAYNE & JOYCE CHILDS LIV TRUST
10651 N PORTLAND AVE
MARANA AZ 856537962

THERESA FRY
4502 W LAWRENCE LN
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CAROL JOHNSON
306 SHELDEN DR
WINNEBAGO IL 610889091

THE DEIERLING LIVING TRUST
17780 W CACTUS FLOWER DR
GOODYEAR AZ 853385227

FULWIDER FAMILY TRUST
38418 N 69TH ST
CAVE CREEK AZ 853318667

CAROL E JOHNSON TTEE
306 SHELDEN DR
WINNEBAGO IL 610889091

CYNTHIA DIANA
3650 W BETHANY HOME RD
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THE GANGI FAMILY TRUST
9046 N 33RD WAY
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3650 W BETHANY HOME RD
PHOENIX AZ 850191967

ARIEL GURIAN IRREVOCABLE TR
19367 N 86TH DR
PEORIA AZ 853828647

JOHNSON FAMILY TRUST
1926 E DUNBAR DR
TEMPE AZ 852827372

ENTRUST AZ FBO GLORIA E DIANA
3650 W BETHANY HOME RD
PHOENIX AZ 850191967

DON GURIAN
19367 N 86TH DR
PEORIA AZ 853828647

IRA FBO PAUL R KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

THE DOOLITTLE FAMILY TRUST
12526 W BAJADA RD
PEORIA AZ 853832805

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19367 N 86TH DR
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PAUL R KLOFT &
10760 W TROPICANA CIR
SUN CITY AZ 853511510

LORRAINE ESPINOZA
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TUCSON AZ 857503202

GURIAN FAMILY TRUST
19367 N 86TH DR
PEORIA AZ 853828647

RUTH KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

ROBERT ESTES
1845 POCONO CT
SPARKS NV 894345805

HACK FAMILY TRUST
17045 N SILVER PATH
SURPRISE AZ 853743522

IRA FBO RUTH ANN KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

ABNER FREEMAN FAMILY TRUST
PO BOX 2222
FORT LAUDERDALE FL 333032222

GEORGE M AND MARY ANN JACOBS
16941 W CORTARO POINT DR
SURPRISE AZ 853877238

RUTH KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

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PO BOX 2222
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JMD ROTH, LLC
ATTN JAMES DIANA 3650 W
BETHANY HOME RD
PHOENIX AZ 850191967

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1415 E MANLOVE
TUCSON AZ 857196121

CAROL LINDENBERG
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WASHOUGAL WA 986715127

JOY NELSON LIVING TRUST
5429 E HILLERY DR
SCOTTSDALE AZ 852542374

THOMAS STATZ
36313 S DESERT SUN DR
TUCSON AZ 857391357

STEVEN LINDENBERG
737 W ALDER CT
WASHOUGAL WA 986715127

FRANCES R NICHOLSON QTIP TRUST
1012 9TH ST
MUKILTEO WA 982752008

THE STEELE FAMIILY LIVING TRUST
841 CALLE MILU
TUCSON AZ 857063924

JAMES LISKA
12995 E CAPE HORN DR
TUCSON AZ 857495704

RITA C PRAWDZIK REVOCABLE
165 N WELLSPRING DR
GREEN VALLEY AZ 856143260

THE VETTER FAMILY TRUST
1604 BUTTERCUP RD
ELIZABETH CO 801078512

LIVINGSTON FAMILY TRUST
17407 N WHITE TANK VIS
SURPRISE AZ 853742948

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ELIZABETH CO 801078512

DENNIS LLOYD
1137 N CHERRY
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15671 W VERDE LN
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VAIL AZ 856419311

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7226 W RIVULET DR
TUCSON AZ 857438974

BRYNN ROSE
1012 9TH ST
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EAST FALMOUTH MA 025365052

THE LUGER FAMILY LIVING
9520 W GLEN OAKS CIR
SUN CITY AZ 853511412

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8125 E 5TH AVE
ANCHORAGE AK 995041533

DONETTE WILLIAMS
12455 W MAGEE RD
TUCSON AZ 857437917

GEORGE MARX
11008 W WINDSOR DR
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MARY SCHMITZ
13352 N HERITAGE CLUB PL
MARANA AZ 856584144

LAURENCE GODING
9514 W GRANADA DR
SUN CITY AZ 853732239

FRANK G MOCNY & DOLORES M
3973 S VIA DEL PICAMADEROS
GREEN VALLEY AZ 856225440

HAROLD M SCHULL &
9147 N PLACITA SAN ISIDRO
TUCSON AZ 857421123

ROBERT KELTIE
2615 W HAWK RD
PRESCOTT AZ 863036603

THE DORIS MOHR TRUST
22108 N VIA MONTOYA DR
SUN CITY WEST AZ 853752867

DEVON MOREY
9147 N PLACITA SAN ISIDRO
TUCSON AZ 857421123

NINA KENT
502 N PROSPECTOR CIR
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402 VERALENE WAY SW
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4311 S KERBY WAY
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KATHLEEN WATERS
3755 N KNOLLWOOD CIR
TUCSON AZ 857502329

LAURENCE GODING
9514 W GRANADA DR
SUN CITY AZ 853732239

MAURINE E RICHARDS REV LIV TRUST
825 ROBINSON LN
BOULDER CITY NV 890051127

IRA FBO CHARLENE ELLISON
14835 NORTH DANUBE CT
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ROBERT HORSTMAN
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WILLIAM C SHIFLET & SHIRLEY H
17121 W WHITMORE HALL LN
SURPRISE AZ 853874242

GLEN E ELLISON &
14835 N DANUBE CT
PHOENIX AZ 850534863

CHADLER HORSTMAN
11042 N 84TH PL
SCOTTSDALE AZ 852606602

THE SMITH FAM TRUST
2778 MINNOW PL
LAKE HAVASU CIT AZ 864033915

GLEN E ELLISON &
14835 N DANUBE CT
PHOENIX AZ 850534863

THE HOWARD REV LIVING TRUST
17318 N DEL WEBB BLVD
SUN CITY AZ 853731951

SI STEPHENS
1814 AMBASSADOR DR
LAKE HAVASU CIT AZ 864037444

IRA FBO GLEN E ELLISON
14835 N DANUBE CT
PHOENIX AZ 850534863

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19241 N EMERALD COVE WAY
SURPRISE AZ 853877509

DOMINGO TORRES III REV LIV TRUST
825 ROBINSON LN
BOULDER CITY NV 890051127

SEP FBO GLEN E ELLISON
14835 N DANUBE CT
PHOENIX AZ 850534863

BRUCE LEWIS
10842 W WEDGEWOOD DR
SUN CITY AZ 853511036

CLIFFORD TOWERS
4048 BLUE CANYON RD
LAKE HAVASU CIT AZ 864064547

THE GORMAN FAMILY TRUST
32 RIDGE RD
GROTON CT 063408929

EARNEST MCCLELLAN
17200 W BELL RD LOT 620
SURPRISE AZ 853749825

RICHARD WAGNER
450 SEAMOUNT DR
BRINNON WA 983209674

DONALD E LAVIN SR&MARJORIE J
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POMPANO BEACH FL 330626120

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MESA AZ 852066000

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THE TYLER FAMILY TRUST
2522 SWANS LANDING
LAND O LAKES FL 34639

ROBERT OLSON
10238 W CUMBERLAND DR
SUN CITY AZ 853514560

LARRY ANDERSON
13614 W BALLAD DR
SUN CITY WEST AZ 853755801

OUWENS LIVING TRUST
4528 E WHITE ASTER ST
PHOENIX AZ 850446834

THEODORE DEWERD
2594 MIDDLE RD
COLUMBIA FLS MT 599129238

MARCO BATTISTINI
17249 N 7TH ST # 1036
PHOENIX AZ 850222407

CONNIE PARKIN
9623 W CIELO GRANDE
PEORIA AZ 853831151

TEAUMEN & GRACE FUITE FOUNDATION
ATTN DOLORES G DE WERD 849 COAST BLVD CN303
LA JOLLA CA 920374223

JERRY W. BULLINS TRUST
19782 N LONE CACTUS DR
SURPRISE AZ 853742036

CHARLES K READING TRUST
6433 E ADOBE RD
MESA AZ 852056002

SUSAN IWAKOSHI REVOCABLE TRUST
33205 ELDROW RD
SANTA CLARITA CA 913902844

LOIS CARSON
6054 E AKRON ST
MESA AZ 852058904

KENT ROOD
4444 139TH AVE SE
ALICE ND 580319549

JAMES ROBERT AKRIDGE TR
4435 S PASEO MELODIOSO
TUCSON AZ 857305805

ROBERT CORRIGAN
16228 W JACKSON ST
GOODYEAR AZ 853386808

GARY SANDQUIST
39731 158TH ST
MELLETTE SD 574615703

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GLENDALE AZ 853024735

THE DIONISIO REV TRUST
5203 W ROSE GARDEN LN
GLENDALE AZ 853089358

DOUG SHANNON
525 N OCEAN BLVD APT 1623
POMPANO BEACH FL 330624632

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4627 E EDGEWOOD AVE
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20491 N VERMILLION CLIFFS DR
SURPRISE AZ 853877282

RICHARD SPIELES
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PEORIA AZ 853831141

IRA FBO LYDIA ANN BLACKBURN
750 BLACKBURN LANE
WARRIOR AL 351801900

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TEMPE AZ 852842312

RICHARD SPIELES
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PEORIA AZ 853831141

JAMES M BLACKBURN &
750 BLACKBURN LN
WARRIOR AL 351801900

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LOS ALAMOS NM 875473530

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1626 N 193RD AVE
BUCKEYE AZ 853965718

ESTHER CHAP
JERRY CHAP TOD 3006 E 6TH ST
UNIT #44 TUCSON AZ 857164880

I-FONG CHEN
701 S PEPPER ST
ANAHEIM CA 928021461

RESA FULMER
5350 E DEER VALLEY DR # 3234
PHOENIX AZ 850544138

ROBERT HANSEN
8501 E THUNDERBIRD RD
SCOTTSDALE AZ 852604133

CONSTANCE CUMMINGS
14227 W ALEPPO DR
SUN CITY WEST AZ 853755218

SANDRA GLOVER
2689 LEISURE WORLD
MESA AZ 852065428

STACEY HOLMES
1420 E CAPTAIN DREYFUS
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C/O IRA HOLMES 1420 E CAPTAIN
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9727 AMBER TRAIL
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4647 N COVEY LN
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10330 W THUNDERBIRD BLVD APT
121 SUN CITY AZ 853513040

JOHN FANANI TTEE
17854 W CAMINO REAL DR
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11342 N 114TH DR
YOUNGTOWN AZ 853631425

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10330 W THUNDERBIRD BLVD APT
121 SUN CITY AZ 853513040

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ATTN GEORGE O FENDER 10901
CEDARVILLE RD
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1705 BROKEN ARROW DR
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13373 N PLAZA DEL RIO BLVD #7761
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JACQUALINE C FULMER
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SUN CITY WEST AZ 853755207

MARION C KARSTADT
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5814 S RITA LN
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3288 S GOLDEN BARREL CT
GOLD CANYON AZ 851182022

LAWSON FINANCIAL CORP 401K
3352 E CAMELBACK RD
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JAMES P THOMPSON TTEE
6190 E RENEGADE TRL
HEREFORD AZ 856158672

MIRIAM J MORGAN
11525 E RALEIGH AVE
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2788 STONEHENGE DR
SIERRA VISTA AZ 856505769

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LAKE ZURICH IL 600472209

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MESA AZ 852056304

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1014 SULLIVAN DR
BELVIDERE IL 610083943

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15368 W GANADO DR
SUN CITY WEST AZ 853753043

BURKE TOLBERT
595 COTTONWOOD CREEK RD
DURANGO CO 813016185

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C/O SHERRYL GIBSON 5642 W GARY DR
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TRINITY FL 346554615

DAVID HAYNER
9141 CALLAWAY DR
TRINITY FL 346554615

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SIX MILE SC 296823549

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5025 KNIGHT STATION RD
LAKELAND FL 338105403

JOHN T HOWELL TR
5025 KNIGHT STATION RD
LAKELAND FL 338105403

J MICHAEL JONES
16407 BRIEVA DE AVILA
TAMPA FL 336131065

BEVERLY KENEMUTH
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ALLEN LIVING TRUST
2386 CAMPOBELLO TER
THE VILLAGES FL 321622451

DUEWARD A & BEATRICE K ATKINS TR
6045 EHREN CUTOFF
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BALLON FAMIILY TRUST
766 MOORE TER
THE VILLAGES FL 321623779

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VERO BEACH FL 329621597

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110 W 14TH ST
CASPER WY 826014239

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ORLANDO FL 328127559

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KATHLEEN BARTH
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TROY OH 453731108

DONALD LAMAR
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SEMINOLE FL 337761947

VAUGH ROGERS
9138 CALLAWAY DR
TRINITY FL 346554613

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PO BOX 4
MOUNT LOOKOUT WV 266780004

ROBERT G SIFFERMANN &
4319 SHADOW WOOD TRL
WINTER HAVEN FL 338801530

HENRY CAVALLARI JR TRUST
PO BOX 3883
PRESCOTT AZ 863023883

VIOLET LAMB
3895 35TH WAY S APT 120
SAINT PETERSBUR FL 337114377

JACK THURN
150 MAPLE DR
TRAFFORD PA 150851435

LOUIS CINKO
987 TALON POINTE DR
BULLHEAD CITY AZ 864295232

LARSON FAMILY TRUST
C/O J. WILSON 445 ROSE ST NE
SALEM OR 973014471

KENNETH R & ELIZABETH UNGER
1150 8TH AVE SW UNIT 205
LARGO FL 337703174

CLAAR FAMILY REVOCABLE
111 PINEHURST LOOP
SEQUIM WA 983823657

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1212 E LAKE CANNON DR NW
WINTER HAVEN FL 338812332

BETTY J VOBRAK TR
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JACKSONVILLE FL 322454196

THE COLBORN REV LIV TRUST
1127 BROKEN WAGON TRAIL
DEWEY AZ 863275422

EVE LENFESTEY
1212 E LAKE CANNON DR NW
WINTER HAVEN FL 338812332

686 WARREN AVE LTD
PARTNERSHIP
ATTN JOHN OR LINDA SHEBEK 686
COPPER BASIN RD PRESCOTT AZ
86303-4604 N/A N/ N/A

DOUGLAS COMBS
1879 E BAKER ST
PRESCOTT VALLEY AZ 863142020

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2541 S CRYSTAL LAKE DR
AVON PARK FL 338258694

WANDA ADAMS
751 EMPRESS DR
LK HAVASU CTY AZ 864033211

SHERYL CURREY
2085 MIMOSA DR
LK HAVASU CTY AZ 864035715

METHENY REVOCABLE LIVING
2541 S CRYSTAL LAKE DR
AVON PARK FL 338258694

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2085 MIMOSA DR
LAKE HAVASU CIT AZ 864035715

LEWIS M MILLER &
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FERNANDINA FL 320348995

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3665 N PRINCE VILLAGE PL
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CLEVELAND TN 373234594

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5428 W ARROWHEAD DR
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916 CANTERBURY LN APT 2306
PRESCOTT AZ 863014726

ROBERT C DYER &
1035 SCOTT DR APT 423
PRESCOTT AZ 863011780

DONNAKAY GROTHE &
100 ALPINE
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3631 ORO GRANDE BLVD
LK HAVASU CTY AZ 864067210

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2187 MISSION WAY UNIT B
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HAYDEN ID 838359136

JOHNSON FAMILY TRUST
3631 ORO GRANDE BLVD
LK HAVASU CTY AZ 864067210

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8489 E OLIVE ANN LN
YUMA AZ 853658664

GENEVIEVE ERICKSON
8489 E OLIVE ANNE LN
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8501 N NOB HILL DR
TUCSON AZ 857429764

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PEORIA AZ 853813623

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5526 PALOMA AVE APT B
PARADISE CA 959695153

THE RESTATED HOLMES FAMILY TRUST
657 S PARK CENTRE AVE APT 130
GREEN VALLEY AZ 856142134

MRGUDICH FAMILY TRUST
95 WILDWOOD DR
PRESCOTT AZ 863055094

GRAZYNA MUELLNER
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PRESCOTT VALLEY AZ 863146519

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18156 S JOHN FRY AVE
PEEPLES VLY AZ 863328611

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LK HAVASU CTY AZ 864067210

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LK HAVASU CTY AZ 864067210

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14113 N THUNDERBIRD ROAD
PRESCOTT AZ 86305

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3211 SUNFLOWER DR
PRESCOTT AZ 863053731

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14113 N THUNDERBIRD ROAD
PRESCOTT AZ 86305

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2080 W KATAHN DR
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UTD 11/14/2000 FBO ARTHUR D
3400 LOCHINVAR DR
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ABNER SCHULTZ
1826 HIGHWAY 93N
NORTH FORK ID 834664901

DONALD WAYNE WHITE &
750 NORTHWOOD LOOP
PRESCOTT AZ 863035317

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JENNIFER NEDBALEK COMM PROP
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MATHIS, TX 78368

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MESA AZ 852058463

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675 COAL DR
PRESCOTT AZ 863015850

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LYNNE WATTENBERG JT TEN
78 COUNTRY CLUB DR
MONROE, NJ 08831

LARRY B WATTENBERG
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IRA ROLLOVER 08/02/13
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PO Box 742615
Cincinnati, OH 45274-2615

Alabama Department of
Revenue
50 N. Ripley Street
Montgomery, AL 36104

Advanced Solutions Inc.,
d/b/a Protection 1
448 St. Lukes Drive
Montgomery, Alabama 36117

Thomas E. Kennedy Department of Labor
649 Monroe Street
Montgomery, Alabama 36131

The Medical Clinic Board of Opelika, AL
c/o John Scott Pierce, Esq.
Capell & Howard, P.C.
150 South Perry Street
Montgomery, AL 36104

Encompass Group LLC
Dept. 40254
PO Box 740209
Atlanta, Georgia 30374

First Uniform, Inc.
3616 Latrobe Drive
Charlotte, NC 28211

First Fire Protection System, Inc.
PO Box 10594
Raleigh, NC 27605

Medical Supply Solutions
PO Box 1289
Hickory, NC 28603

One Source Communications
PO Box 8385
1655 East Arlington Blvd.
Greenville, NC 27858

Alagasco
PO Box 2224
Birmingham, AL 35246-0022

Opelika Power Services
PO Box 2168
Opelika, AL 36803-2168

Opelika Utilities
PO Box 2587
Opelika, AL 36803-2587

Waste Management of AL - East
PO Box 9001054
Louisville, KY 10290-1054

PFG Milton's - Performance Food Group
3501 Old Oakwood Road
Oakwood, GA 30566-2802

Buford Nutritional Services
32 Ring Around Road
Pike Road, AL 36064

US Foods
PO Box 405873
Atlanta, Georgia 30384-5873

IGH Health Services, LLC
4101-C Wall Street
Montgomery, AL 36106

Integracare Medical, Inc.
PO Box 610
Alabaster, AL 35007

The Sherwin Williams Company
2104 Frederick Road
Opelika, AL 36801

River Region Heating & Air
PO Box 68088
Prattville, AL 36068

University ACE Hardware
2101 East University Drive
Auburn, AL 36830

Legacy LTC Consulting
PO Box 1957
Alabaster, AL 35007

Lea Brooke Lumpkin
515 Lee Road 777
Valley, AL 36854

James Jimmerson
302 Overlook Drive
Opelika, AL 36801

Greatfully Green Landscapes, LLC
PO Box 146
Auburn, AL 36831

Weaver's Pest Pros, LLC
PO Box 254
Opelika, AL 36803-0254

Klein Plumbing
3409 Skyway Drive
Auburn, AL 36830

Spartman, Inc.
d/b/a May Refrigeration
700 Walker Street
Opelika, AL 36801

Evans Ace Inc.,
d/b/a Lindale Ace Hardware
Attn: Gary Evans
3116 Maple Road
Lindale, Georgia 30147
Acege3116@bellsouth.net

Ascentium Capital LLC
23970 Hwy 59 N
Kingwood, Texas 77339-1535

Ascentium Capital LLC
c/o Kevin A. Stine
3414 Peachtree Rd., NE, Suite 1600
Atlanta, Georgia 30326

Cave Spring Housing
Development Corporation
121 Fincher Street
Cave Spring, Georgia 30124
Attn: Ms. Diane Duffey

J. Anderson Davis, Esq.
Brinson Askew Berry Seigler
Richardson & Davis, LLP
PO Box 5007
615 West First Street
Rome, Georgia 30162-5007

Georgia Power
96 Annex
Atlanta, GA 30396

Stellar Private Cable Systems/SeniorTV
975 E. Tallmadge Avenue
Akron, OH 44310

Grove Menues
16404 NE 127th Street
Kearney, MO 64060

True Natural Gas SEDC
PO Box 530812
Atlanta, GA 30353-0812

Cook's Pest Control
203 Highway 411 SE
Rome, Georgia 30161

Go Green Medical Waste Solutions
PO Box 2222
Dahlonega, GA 30533

Alarm Systems &
Telenet Systems
PO Box 2732
Rome, GA 30165

City of Rome Finance
Attn: Sheree Shore
601 Broad St
P.O. 1433
Rome, GA 30161

Georgia Department of Revenue
Rome Regional Office
314 East Main Street, Ste. 150
Cartersville, Georgia 30120

Kevin Payne,
Tax Commissioner Floyd County, GA
101 West 5th Ave
Rome, Georgia 30161

Floyd County Tax Office
P.O. Box 26
Rome, Georgia 30162-0026

BellSouth Telecommunications
707 E. Second Avenue
Rome, Georgia 30161

Comcast
2925 Courtyards Drive
Norcross, Georgia 30071

Savannah Economic Development Authority
P.O. Box 128
Savannah, Georgia 31402
Attn: President

Savannah Economic
Development Authority
131 Hutchinson Island Road
4th Floor
Savannah, Georgia 31421
Attn: Chairman

Thomas S. Gray, Jr., Esq.
Gray Pannell & Woodward
24 Drayton St. #1000
Savannah, Georgia 31401

Sentimental Productions
PO Box 14716
Cincinnati, OH 45250

Valley Proteins
151 Valpro Drive
Winchester, VA 22603

City of Savannah Water
Reclamation
1400 E. President Street
Savannah, Georgia 31404

Guardian Pharmacy of Atlanta, LLC
10929 Highway 301 South, Ste. 111
Atlanta, Georgia 30458

Sysco Jacksonville, Inc.
1501 Lewis Industrial Drive
Jacksonville, Florida 32254

City of Savannah Finance Dept
David Maxwell
P.O. Box 1027
2 East Bay St.
Savannah, Georgia 31401

United States Attorney's Office
Southern District of Georgia
600 James Brown Blvd, Suite 200
Augusta, Georgia 30901

Development Authority of
Walton County
132 E. Spring Street
Monroe, Georgia 30655
Attn: W. Morris Jordan

American Security Safe &
Lock, LLC
2569 Iris Drive SE, Suite A
Conyers, Georgia 30013

Baccus Pest Control
P.O. Box 1208
Monroe, Georgia 30655

Darling International
1283 College Park Dr.
Dover, Delaware 19904

Georgia Department of Labor
7249 Industrial Blvd. NE
Covington, Georgia 30014

University Extended Care
561 University Dr.
Evans, GA 30809

Chatham County Tax
Commissioner
222 W. Oglethorpe Ave. #107
Savannah, Georgia 31401

Performance Food Group, Inc.
c/o Vivian Hudson Uchitel
Simpson Uchitel & Wilson
34490 Piedmont Rd., NE
Atlanta, Georgia 30305
vhudson@suwllp.com

Chris H. Atkinson, Esq. Atkinson
Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

Amerimed EMS
P.O. Box 1853
Buford, Georgia 30515

Brian Trent
202 Joshua Ct.
Social Circle, Georgia 30025

Destiny Fire & Safety, LLC
P.O. Box 233
McDonough, Georgia 30253

Guarantee Insurance Company
P.O. Box 630694
Cincinnati, Ohio 45263-0694

Georgia Department of Revenue
Savannah Regional Office
1000 Towne Center Blvd.
Building 900, Suite A
Pooler, Georgia 31322

United States Attorney's Office
Southern District of Georgia
22 Barnard Street, Suite 300
Savannah, Georgia 31401

America Cablevision of Carolina, Inc.
327 Hillsborough Street
Raleigh, NC 27603

Department of Labor State of Georgia
Employer Accounts Section
Sussex Place - Room 738
148 Andrew Young International Blvd., NE
Atlanta, Georgia 30303-1751

ARM Solutions Inc.
P.O. Box 3666
Camarillo, California 93011-3666

Covington Newspaper
Company, Inc.
1166 Usher Street NW
Covington, Georgia 30014

Freshway Market
1261 North Cherokee Road
Social Circle, Georgia 30025

Miguel Cossio
1075 South Main Street, Ste. 400
Madison, Georgia 30650

Print Logic Inc.
2016 Leroy Anderson Road
Monroe, Georgia 30655

Quill.com
P.O. Box 37600
Philadelphia, Pennsylvania
19101-0600

Sherwin Williams
6230 Shiloh Road, Suite 230
Alpharetta, Georgia 30005

Simpson, Uchitel & Wilson
3490 Piedmont Road, NE
Atlanta, Georgia 30305

Social Circle Ace Home Center
181 S. Cherokee Rd.
Social Circle, Georgia 30025

UMB Bank, N.A.
P.O. Box 414589
Kansas City, Missouri 64141-4589

US Foods
P.O. Box 281945
Atlanta, Georgia 30384-1945

Utility Management Services,
P.O. Box 890134
Charlotte, North Carolina
28289

Wayne Moon
P.O. Box 904
Oxford, Georgia 30054

Georgia Department of Revenue
1800 Century Blvd. NE
Atlanta, Georgia 30345

City of Social Circle
PO Box 310
Social Circle, Georgia 30025

Walton County Tax Commissioner
303 South Hammond Drive, Ste. 100
Walton County Government Building
Monroe, Georgia 30655

Ascentium Capital LLC
c/o Kevin A. Stine
Baker, Donelson, Bearman,
3414 Peachtree Rd., NE, Ste 1600
Atlanta, Georgia 30326

Turner
3920 Antoinette Drive
Montgomery, Alabama 36111

Brame Special Co., Inc.
PO Box 271
Durham, North Carolina 27702

ITW Food Equipment Group
701 S. Ridge Ave.
Troy, Ohio 45374

Alere Toxicology
51 Sawyer Road, Suite 200
Waltham, MA 02453-3448

Advanced Disposal Solid
Waste Southeast
1303 Washington Blvd.
P.O. Box 781150
Tallassee, AL 36078

Alabama Power
PO Box 242
Birmingham, Alabama 35292

Montgomery Water Works
& Sewer Board
PO Box 1670
Montgomery, Alabama 36102

Target Exterminating & Lawn
8113 Sorrel Lane
Montgomery, AL 36117

Buford Nutritional Services
4125 Buford Dr NE
Buford, GA 30518

US Foods
9399 West Higgins Road,
Suite 500
Rosemont, IL 60018

Cintas Corporation #231
2765 Gunter Park Dr. W
Montgomery, Alabama 36109

Air Conditioning by Luquire
1155 Eastern Blvd.
Montgomery, Alabama 36117

Creative Security Systems
PO Box 211358
Montgomery, Alabama

Daniel, Lawson, Tuggle & Jerles
912 Main Street
P.O. Box 89
Perry, Georgia 31069-3334

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1660 Gulf Blvd, #208
Clearwater, FL 33767

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Nashville, TN 37219

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Troy, MI 48084

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24 Drayton Street, Suite 1000 Savannah, GA 31401

Gainesville and Hall County Development Authority
c/o Stewart Melvin & Frost, LLP
Hunt Tower, Suite 600
200 Main Street
Gainesville, GA 30501

Sysco Central Alabama, Inc.
1000 Sysco Drive
Calera, Alabama 35040

Maxus, Inc.
c/o Clark Hammond
P.O. Box 530910
Birmingham, AL 35253

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3104 E. Camelback Road
Suite 1004
Phoenix, AZ 85016

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Fourth Floor
Dallas, Texas 75231

Shakelford, Bowen, McKinley & Norton,
47 Music Square East
Nashville, Tennessee 37203

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Atlanta, GA 30305

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139 Thoroughbred Lane
Alabaster, AL 35007

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Macon, GA 31201

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766 Shrewsbury Avenue
Tinton Falls, NJ 07724

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319 E Ashley St.
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1111 Bay Avenue 3rd Floor
Columbus, GA 31901

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Columbus, Georgia 31901

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c/o John Scott Pierce, Esq.
Capell & Howard, P.C.
150 South Perry Street
Montgomery, Alabama 36104

Randall Calvert
1041 NW Grand Blvd
Oklahoma City, OK 73118

Dated: May 24, 2019

/s/ Blake D. Roth

Blake D. Roth
Ryan K. Cochran (admitted *pro hac vice*)
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219
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Counsel for the Receiver

4817-7864-8726.6

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "**Agreement**") is entered into as of the ___ day of _____, 2019, by and between (i) Derek Pierce, in his capacity as the court-appointed receiver (the "**Receiver**") in that certain civil action styled *S.E.C. v. Edwards, et al.*, No. 17-393 (D.N.J. Jan. 20, 2017) (the "**SEC Receivership Case**") and as assignee of certain claims (as described more fully below), (ii) Carr, Riggs & Ingram, LLC ("**CRI**"), (iii) Wink Laney ("**Laney**"), (iv) Russ Frederick ("**Frederick**" and, together with CRI and Laney, the "***CRI* Parties**"), (v) BOKF, National Association d/b/a Bank of Oklahoma, in its capacity as Indenture Trustee for the certain Bonds (as described more fully below) ("**Trustee BOKF**"), (vi) UMB Bank, N.A., in its capacity as Indenture Trustee for the certain Bonds (as described more fully below) ("**Trustee UMB**"), and (vii) U.S. Bank, National Association, in its capacity as Indenture Trustee for the certain Bonds (as described more fully below) ("**Trustee U.S. Bank**" and, together with Trustee BOKF and Trustee UMB, the "**Indenture Trustees**"). Each of the foregoing is a "**Party**" to this Agreement, and together they are the "**Parties**" to this Agreement.

RECITALS

WHEREAS, on January 20, 2017, the Securities and Exchange Commission (the "**SEC**") filed a *Complaint* against (i) each of Dwayne Edwards, Todd Barker, Senior Solutions of Social Circle, LLC, Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC ("**Douglas**"), Rome ALF, LLC ("**Rome**"), Savannah ALF, LLC ("**Savannah**"), Gainesville ALF, LLC ("**Gainesville**"), Waterford Place ALF, LLC ("**Waterford**"), Montgomery ALF, LLC ("**Montgomery**"), Columbus ALF, LLC ("**Columbus**") and Opelika ALF, LLC ("**Opelika**" and, together with Douglas, Rome, Savannah, Gainesville, Waterford, Montgomery and Columbus, the "**Borrowers**") as "Defendants" and (ii) each of Oxton Senior Living, LLC, Manor House Senior Living, LLC, Susan Edwards a/k/a Susan Rogers, Sharon Nunamaker a/k/a Sharon

Hadden, and SDH Design, LLC as "Relief Defendants," thereby commencing the "**SEC Receivership Case**";

WHEREAS, the SEC Receivership Case was filed in the United States District Court for the District of New Jersey (the "**Receivership Court**");

WHEREAS, in the Complaint, the SEC sought the appointment of a receiver to administer a receivership estate consisting of all assets of, among others, Senior Solutions of Social Circle, LLC and the Borrowers (together, the "**Receivership Entities**");

WHEREAS, on January 23, 2017, the Receivership Court entered an *Order Appointing Receiver* (the "**Receivership Order**"), appointing Mr. Pierce as receiver over the Receivership Entities and their assets (singularly a "**Receivership Estate**" and, collectively, the "**Receivership Estates**");

WHEREAS, pursuant to the Receivership Order, the Receivership Court has exclusive jurisdiction over, and possession of, the assets of the Receivership Entities;

WHEREAS, also pursuant to the Receivership Order, the Receiver is vested with all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Rule 66 of the Federal Rules of Civil Procedure;

WHEREAS, also pursuant to the Receivership Order, the Receiver has the authority, power and duty to, among other things: (i) investigate causes of action and claims that are advisable or proper to recover for the benefit of the Receivership Estates; (ii) institute and pursue such causes of action and claims at law or equity as the Receiver deems necessary or appropriate for the benefit of the Receivership Estates; and (iii) take such other actions as approved by the Receivership Court and necessary to enforce the Receivership Order;

WHEREAS, prior to the commencement of the SEC Receivership Case, each of the Borrowers, as either borrower or lessee, was a party to a municipal bond offering secured by one of the BOKF Indentures (as hereinafter defined), the Opelika-U.S. Bank Indenture (as hereinafter defined) or the Montgomery-UMB Indenture (as hereinafter defined) (each, an "**Offering**" and, collectively, the "**Offerings**") for stated purposes, including acquiring and operating a certain senior living/care facility located in either Georgia or Alabama (each, a "**Facility**" and, collectively, the "**Facilities**");

WHEREAS, the Borrowers collectively raised from bondholders approximately $58.5 million through eight (8) separate Offerings over the period from August 2014 through September 2015;

WHEREAS, the Offerings were conduit municipal bond offerings issued by the Douglas-Coffee County Industrial Authority, the Cave Springs Housing Development Corporation, the Savannah Economic Development Authority, the Gainesville and Hall County Development Authority, The Medical Clinic Board of the City of Montgomery - 1976 East (The Medical Clinic Board of the City of Montgomery - 1976 East issued both The Medical Clinic Board of the City of Montgomery - 1976 East (Montgomery ALF, LLC Project Bonds) and The Medical Clinic Board of the City of Montgomery - 1976 East (Waterford Place, LLC Project Bonds)), the Development Authority of Columbus, Georgia, and The Medical Clinic Board of the City of Opelika, Alabama (collectively the "**Issuers**");

WHEREAS, the bonds issued in connection with the Offerings are hereinafter referred to collectively as the "**Bonds**" and singularly as a "**Bond**" and the Persons (as defined below) who or which currently own or previously owned a Bond are referred to collectively as the "**Bondholders**" and singularly as a "**Bondholder**;"

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WHEREAS, in connection with six (6) of those Offerings, Trustee BOKF served, and continues to serve, as the indenture trustee under and pursuant to the following indenture agreements: (i) that certain *Trust Indenture* dated as of August 1, 2014, with the Douglas-Coffee County Industrial Authority as "Issuer" for the Series 2014A Bonds and the Series 2014B (Taxable) Bonds (the "**Douglas–BOKF Indenture**"); (ii) that certain *Trust Indenture* dated as of December 1, 2014, with the Cave Spring Housing Development Corporation as "Issuer" for the Series 2014A Bonds and the Series 2014B (Taxable) Bonds (the "**Rome–BOKF Indenture**"); (iii) that certain *Trust Indenture* dated as of January 1, 2015, with the Savannah Economic Development Authority as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Savannah–BOKF Indenture**"); (iv) that certain *Trust Indenture* dated as of March 1, 2015, with the Gainesville and Hall County Development Authority as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Gainesville–BOKF Indenture**"); (v) that certain *Trust Indenture* dated as of May 1, 2015, with The Medical Clinic Board of the City of Montgomery–1976 East as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Waterford–BOKF Indenture**"); and (vi) that certain *Trust Indenture* dated as of July 1, 2015, with the Development Authority of Columbus, Georgia as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Columbus–BOKF Indenture**" and, together with the Douglas-BOKF Indenture, Rome-BOKF Indenture, Savannah-BOKF Indenture, Gainesville-BOKF Indenture, and Waterford-BOKF Indenture, the "**BOKF Indentures**");

WHEREAS, the Receiver and Trustee BOKF represent and warrant that, pursuant to the BOKF Indentures, Trustee BOKF has the right, power and authority to pursue certain claims under the BOKF Indentures against third parties for injuries caused to those Bondholders who or

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which currently hold a Bond in connection with each of the Offerings associated with the respective BOKF Indentures (subject to an assignment of such claims to the Receiver, as discussed below);

WHEREAS, in connection with one (1) of the Offerings, Trustee U.S. Bank served, and continues to serve, as the indenture trustee under and pursuant to that certain *Trust Indenture* dated as of May 1, 2015, with The Medical Clinic Board of the City of Opelika, Alabama as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Opelika–U.S. Bank Indenture**");

WHEREAS, the Receiver and Trustee U.S. Bank represent and warrant that, pursuant to the Opelika–U.S. Bank Indenture, Trustee U.S. Bank has the right, power and authority to pursue certain claims under the Opelika-U.S. Bank Indenture against third parties for injuries caused to those Bondholders who or which currently own a Bond in connection with the Opelika Offering (subject to an assignment of such claims to the Receiver, as discussed below);

WHEREAS, in connection with one (1) of the Offerings, Trustee UMB served, and continues to serve, as the indenture trustee under and pursuant to that certain *Trust Indenture* dated as of May 1, 2015, with The Medical Clinic Board of the City of Montgomery, as "Issuer" for the Series 2015A Bonds and the Series 2015B (Taxable) Bonds (the "**Montgomery–UMB Indenture,**" and together with the BOKF Indentures and the Opelika-U.S. Bank Indenture, the "***Indentures***");

WHEREAS, the Receiver and Trustee UMB represent and warrant that, pursuant to the Montgomery–UMB Indenture, Trustee UMB has the right, power and authority to pursue certain claims under the Montgomery-UMB Indenture against third parties for injuries caused to those

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Bondholders who or which currently own a Bond in connection with the Montgomery Offering (subject to an assignment of such claims to the Receiver, as discussed below);

WHEREAS, in connection with each of the Offerings described above, and continuing through 2016, the CRI Parties performed various professional services for each of the Borrowers, each of which engaged CRI, among other things, to examine the Borrower's forecasted financial statements (a "**Financial Forecast**") and issue an independent accountant's report ("**Report**") thereon, which Financial Forecast and Report were included in the official statement prepared for each Offering (the "**Official Statements**");

WHEREAS, in addition to examining and providing a Report with respect to the Financial Forecast, the CRI Parties provided other accounting services to each Borrower, including audit, compilation and tax services ("**Other Accounting Services**");

WHEREAS, as part of the Receiver's duties and obligations as the Receiver, the Receiver investigated whether claims existed against third parties and, based upon his investigation, the Receiver believes that each of the Borrowers holds certain causes of action and claims against the CRI Parties for alleged injuries caused to each Borrower arising out of, or in connection with, the Offerings and the CRI Parties' professional services described above (the "**Receivership Borrower Claims**");

WHEREAS, based upon his investigation, the Receiver also believes that each of the Indenture Trustees holds certain causes of action and claims on behalf of those Bondholders who or which currently own a Bond against the CRI Parties for alleged injuries caused to such Bondholders arising out of, or in connection with, the Offerings and the CRI Parties' professional services described above (the "**Current Bondholder Claims**");

WHEREAS, pursuant to an *Assignments of Claims* dated April 13, 2018 by and between the Receiver and the Indenture Trustees, and amended pursuant to an *Amendment No. 1 to Assignments of Claims* dated October 1, 2018, and further amended herein (as amended, the "**Assignment Agreement**"), each of the Indenture Trustees assigned its right, power and authority to pursue the Current Bondholder Claims to the Receiver (the "**Assigned Bondholder Claims**");

WHEREAS, the Receiver also believes that certain causes of action and claims exist on behalf of certain Bondholders who or which previously owned a Bond against the CRI Parties for alleged injuries caused to such Bondholders arising out of, or in conjunction with, the Offerings and the CRI Parties' professional services described above (the "**Previous Bondholder Claims**," and along with the Receivership Borrower Claims and the Assigned Bondholder Claims, the "**Claims**");

WHEREAS, in the Receiver's judgment the resolution of the claims subject to the Bar Order and Judgment (as defined below) is in the best interests of the Receivership Estates and, thus, it is necessary and appropriate to provide for the resolution and disposition of the Receivership Borrower Claims, Current Bondholder Claims, and Previous Bondholder Claims as set forth more fully herein and to invoke the equitable powers of the Receivership Court in an effort to achieve that end;

WHEREAS, on January 26, 2018, the Receiver filed with the Receivership Court an application to authorize the Receiver to pursue the Claims, and to retain special litigation counsel to assist the Receiver in pursuing such claims (the "**Claims Authorization Motion**");

WHEREAS, on March 6, 2018, the Receivership Court entered an *Order Granting Receiver's Application for Order: (A) Authorizing Receiver to Pursue Claims Against Third*

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Parties; (B) Approving Employment of Whiteford Taylor Preston, LLP as Special Counsel for Receiver to Pursue Claims Against Third Parties; and (C) Approving Proposed Recovery-Distribution and Cost-Sharing Methodology for Claims Against Third Parties (the "**Claims Authorization Order**"), authorizing the Receiver to pursue the Claims;

WHEREAS, pursuant to the Receivership Order and the Claims Authorization Order, the Receiver has pursed Claims on behalf and for the benefit of the Receivership Entities and their creditors, including previous and current Bondholders;

WHEREAS, pursuant to the Claims Authorization Order, the Receiver, on April 13, 2018, and May 3, 2018, respectively, sent to the CRI Parties a *Demand Letter before Legal Action* and a *Supplement to Demand Letter before Legal Action* (together, the "**Demand Letter**"), asserting and seeking to resolve the Claims in advance of commencing a legal proceeding to pursue the Claims against the CRI Parties;

WHEREAS, on or about July 12, 2018, the Receiver and the CRI Parties entered into a *Tolling Agreement* pursuant to which any statute-of-limitation period applicable to the Claims is tolled until sixty (60) calendar days after receipt of a writing from the CRI Parties that the Mediation is terminated (the "**Tolling Agreement**");

WHEREAS, in an effort to resolve the Claims prior to the Receiver commencing a legal proceeding, the CRI Parties and the Receiver commenced a mediation proceeding and conducted an in-person mediation before a JAMS mediator panelist over the period from November 8, 2018 through November 9, 2018 (the "**Mediation**");

WHEREAS, without admission or concession of liability, responsibility or fault, the Parties to this Agreement desire, and have agreed, subject to the court approvals provided for herein, to fully resolve and settle the Claims, and seek to provide the CRI Parties with certain

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other forms of relief described herein to afford the CRI Parties a full and final settlement of all claims that are the subject of the Bar Order and Judgment (as defined below);

WHEREAS, the Parties have negotiated at arm's length and reach this Agreement in good faith;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

I. DEFINITIONS

Capitalized terms in this Agreement have the meaning ascribed to them in the RECITALS set forth above, or, if not therein defined, the meaning ascribed to them in the definitions which follow in this Section I. or elsewhere in this Agreement.

1. "**Agreement Date**" means that date on which the TIP Order (as defined below) is entered and shall be the date inserted at the beginning of this Agreement.

2. "**Execution Date**" means the date on which the last of the signatures called for at the end of this Agreement is obtained.

3. "**CRI Released Parties**" means: (a) CRI and, each and all of its predecessors and successors, and each and all of their respective past, present and future parents, subsidiaries, affiliates, related entities and divisions, and each and all of their respective past, present and future shareholders, members, partners, principals, owners, directors, officers, managing members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, primary insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, known or unknown, in their representative and individual capacities; and (b) Laney and Frederick, and

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any past, present or future entity with which either of them has been or may be associated or affiliated, whether by way of ownership, employment or otherwise, including, without limitation, Laney, Boteler & Killinger and Excelpay Business Solutions, LLC, and each and all of their respective past, present and future shareholders, members, partners, principals, owners, directors, officers, managing members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, primary insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, known or unknown, in their representative and individual capacities. For avoidance of doubt, the CRI Released Parties does not include Sell & Melton, L.L.P. ("***Sell Melton***"), R. (Chix) Miller ("***Miller***"), Marrien Neilson ("***Neilson***"), Dwayne Edwards ("**Edwards**"), Todd Barker ("**Barker**"), any underwriter, including but not specifically limited to: Cantone Research, Inc. and Anthony Cantone and Christine Cantone ("**Cantone**") and any agents, successors or assigns and any entity in which Cantone is the controlling member and/or has been granted sole authority upon which to act, Lawson Financial Corporation, Inc., William Price Revocable Trust, Robert Lawson, Pamela Lawson, and John T. Lynch ("**Lawson**") and any agents, successors or assigns or any entity in which Lawson is the controlling member and/or has been granted sole authority upon which to act, or Christopher Brogdon, Connie Brogdon, Tygh Brogdon ("***Brogdon***") individually and agents, successor or assigns or any entity in which Brogdon is the controlling member and/or has been granted sole authority upon which to act.

4. "**Confidential Information**" means the information obtained during the investigation and pursuit or defense of the Claims against the CRI Parties and the communications and discussions in connection with the negotiations and Mediation that led to the Settlement and this Agreement, including the existence and terms of the Settlement and this

Agreement, as well as the work product of the Parties, including their counsel, consultants, experts, and those who worked with the Parties in their investigation and pursuit or defense of the Claims. The existence and terms of the Settlement and this Agreement shall cease to be Confidential Information when this Agreement and/or related documents are filed with the TIP Court or the Receivership Court.

5. "**Claimant**" means any Person (as defined below) who has summited a Claim Form (as defined below). Where a Claimant has transferred to a third party his, her or its option to receive a portion of the Net Settlement Proceeds (as defined below) and the transfer has been acknowledged by the Receiver, and the transferee has submitted a Claim Form (as defined below), the transferee is a Claimant, and the transferor is not a Claimant.

6. "**Claim Form**" means the claim form appended to the Notice (as defined below) attached to this Agreement as **Exhibit "A."**

7. "**Distribution Plan**" means the plan for the distribution of the Net Settlement Proceeds hereafter approved by the Bar Order and Judgment (as defined below) of the Receivership Court, after the Bar Order and Judgment has become Final (as defined below).

8. "**Attorneys' Fees**" means those fees awarded by the Court to the Receiver's general counsel and special counsel from the Settlement Amount (as defined below) pursuant to the terms of the applicable engagement agreement and prior and future orders of the Receivership Court.

9. "**Settlement Amount**" means Ten Million Dollars ($10,000,000.00) in United States currency.

10. "**Net Settlement Proceeds**" means the Settlement Amount net of Attorneys' Fees and other costs and expenses that are awarded by the Receivership Court to the Receiver to be

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paid from the Settlement Amount, after such award by the Receivership Court has become Final (as defined below).

11. "**Final**" refers to orders of the TIP Court and the Receivership Court and means that such order remains unmodified: (a) with respect to the Bar Order and Judgment, after the expiration of 60 days from the entry of such order, and with respect to the TIP Order entered by the TIP Court, after the expiration of 60 days from the service of such order (the "***Appeal Deadline***"), if no notice of appeal, petition for extraordinary writ, or other request for appellate review is filed by the Appeal Deadline, provided that, before its expiration, the Appeal Deadline is not tolled or extended; (b) after the expiration of any extended deadline to file a notice of appeal ("***Extended Appeal Deadline***"), if, before its expiration, the Appeal Deadline is tolled or extended, and if no notice of appeal, petition for extraordinary writ, or other request for appellate review is filed by the Extended Appeal Deadline; (c) after the conclusion of all appellate proceedings, including but not limited to the disposition of any petition for extraordinary writ, petition for rehearing or reargument, and/or petition for writ of certiorari, if any notice of appeal, petition for extraordinary writ, or other request for appellate review is filed by (i) the Appeal Deadline (if, before its expiration, the Appeal Deadline is not tolled or extended) or (ii) the Extended Appeal Deadline (if, before its expiration, the Appeal Deadline is tolled or extended). Notwithstanding the foregoing, in the event that any request to extend the Appeal Deadline, or any applicable Extended Appeal Deadline, is filed and remains pending on the fifth (5th) business day after the Appeal Deadline, or any applicable Extended Appeal Deadline, then such order shall not be deemed Final until the expiration of (i) five (5) business days after such request to extend the Appeal Deadline, or any applicable Extended Appeal Deadline, is denied or (ii) five (5) business days after the conclusion of all appellate proceedings, including but not limited to

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the disposition of any petition for extraordinary writ, petition for rehearing or reargument, and/or petition for writ of certiorari, if such request to extend the Appeal Deadline, or any applicable Extended Appeal Deadline, is granted. The Bar Order and Judgment (as defined below) shall include findings under Federal Rule of Civil Procedures 54(b) and will become Final as set forth in this Paragraph as though such order were a judgment entered at the end of a case, and the continuing pendency of the SEC Receivership Case will not prevent the Bar Order and Judgment from becoming Final.

12. "**Forum**" means any court, adjudicative body, tribunal or jurisdiction, whether its nature is federal, state, local, domestic, foreign, administrative, regulatory, arbitral, or otherwise.

13. "**Final Approval Hearing**" means a formal proceeding on the record in open court before an Article III United States District Judge having jurisdiction over the SEC Receivership Case to address the Receiver's requests in the Preliminary Approval Motion (as defined below), including his request for final approval of the Settlement and this Agreement and entry of the Bar Order and Judgment (as defined below).

14. "**Interested Parties**" means the Receiver, the Indenture Trustees, the previous, present and future Bondholders, the Claimants, and any and all Persons (as defined below) that have been or may be alleged by the Receiver, the Indenture Trustees, the Bondholders, or any other Person (as defined below) acting on behalf of the Receivership Estates (whether or not a proceeding has been initiated) to be liable with respect to the Settled Claims.

15. "**Notice**" means a communication in substantially the form attached hereto as **Exhibit** "**A**" describing: (a) the claims asserted by the Receiver against the CRI Parties and the defenses asserted by the CRI Parties to such claims; (b) the material terms of this Agreement; (c) the rights and obligations of Interested Parties and all other Persons with regard to the Settlement

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and this Agreement, including the Receiver's proposed Distribution Plan; (d) the right of Interested Parties to object to the Settlement, this Agreement, and the Bar Order and Judgment (as defined below); (e) the manner in which objections to the Settlement, this Agreement, and the Bar Order and Judgment must be made, and the deadline for the filing of such objections; (f) the deadline and manner for the submission of claims by previous Bondholders for distribution from the Net Settlement Proceeds; and (g) the date, time, and location of the Final Approval Hearing before the Receivership Court to consider final approval of the Settlement and the Agreement and the entry of the Bar Order and Judgment.

16. "**Short Form Notice**" means a communication in substantially the form attached hereto as **Exhibit** "**B**" to be published in newspapers as provided for in Section IV. ¶ 47 below.

17. "**Person**" means any individual or entity of any nature or type, including without limitation, any individual, partnership, corporation, limited liability company, estate, trust, fiduciary, beneficiary of trust, proprietorship, organization, association or business or charitable enterprise, excluding any governmental authority, agency or quasi-governmental authority or agency.

18. "**Receiver Released Parties**" means the Receiver, the Receivership Entities, the Receivership Estates, and each and all of their predecessors and successors, and each and all of their respective past, present and future parents, subsidiaries, affiliates, related entities and divisions, and each and all of their respective past, present and future shareholders, members, partners, principals, owners, directors, officers, managing members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, primary insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, known or unknown, in their representative and

individual capacities. For avoidance of doubt, the Receiver Released Parties does not include Sell & Melton, L.L.P. ("***Sell Melton***"), R. (Chix) Miller ("***Miller***"), Marrien Neilson ("***Neilson***"), Dwayne Edwards ("**Edwards**"), Todd Barker ("**Barker**"), any underwriter, including but not specifically limited to: Cantone Research, Inc. and Anthony Cantone and Christine Cantone ("**Cantone**") and any agents, successors or assigns and any entity in which Cantone is the controlling member and/or has been granted sole authority upon which to act, Lawson Financial Corporation, Inc., William Price Revocable Trust, Robert Lawson, Pamela Lawson, and John T. Lynch ("**Lawson**") and any agents, successors or assigns or any entity in which Lawson is the controlling member and/or has been granted sole authority upon which to act, or Christopher Brogdon, Connie Brogdon, Tygh Brogdon ("***Brogdon***") individually and agents, successor or assigns or any entity in which Brogdon is the controlling member and/or has been granted sole authority upon which to act.

19. "**Indenture Trustees Released Parties**" means the Indenture Trustees, and each and all of their predecessors and successors, and each and all of their respective previous, present and future parents, subsidiaries, affiliates, related entities and divisions, and each and all of their respective previous, present and future shareholders, members, partners, principals, owners, directors, officers, management members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, in their representative and individual capacities. For avoidance of doubt, the Indenture Trustees Released Parties does not include Sell & Melton, L.L.P. ("***Sell Melton***"), R. (Chix) Miller ("***Miller***"), Marrien Neilson ("***Neilson***"), Dwayne Edwards ("**Edwards**"), Todd Barker ("**Barker**"), any underwriter, including but not specifically limited to: Cantone Research, Inc.

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and Anthony Cantone and Christine Cantone ("**Cantone**") and any agents, successors or assigns and any entity in which Cantone is the controlling member and/or has been granted sole authority upon which to act, Lawson Financial Corporation, Inc., William Price Revocable Trust, Robert Lawson, Pamela Lawson, and John T. Lynch ("**Lawson**") and any agents, successors or assigns or any entity in which Lawson is the controlling member and/or has been granted sole authority upon which to act, or Christopher Brogdon, Connie Brogdon, Tygh Brogdon ("***Brogdon***") individually and agents, successor or assigns or any entity in which Brogdon is the controlling member and/or has been granted sole authority upon which to act.

20. "**Releasor**" means any Person granting a release of any Settled Claim, and "**Releasors**" means all such Persons granting releases of Settled Claims.

21. "**Settled Claims**" means any and all demands, claims, obligations, liabilities, actions, causes of action, rights of action, rights of levy or attachment, injuries, losses and damages of any kind or nature whatsoever, whether or not currently asserted, known, suspected, existing or discoverable, whether liquidated or unliquidated, and whether based on or arising under federal law, state law, local law, foreign law, common law or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that a Releasor ever had, now has, or hereafter, can, shall or may have, directly, derivatively, or in any other capacity, for, based upon, arising from, relating to, in connection with, or by reason of any matter, cause, thing, act, omission, circumstance or transaction whatsoever, from the beginning of the world to the Settlement Effective Date (as defined below) that, in whole or in part, directly or indirectly, consists of, concerns, involves, relates to, is based upon, arises from, or is in any manner connected with any one or more of the following: the Receiver, the Receivership Entities, the Borrowers; the Offerings; the Official Statements; the Reports; the Financial Forecasts; the Other

Accounting Services; the Bonds; the Bondholders; the Facilities; the CRI Parties' relationship with the Borrowers and Receivership Entities; any Defendant or Relief Defendant in the SEC Receivership Case; the subject matter of the SEC Receivership Case; the Receivership Borrowers Claims; the Current Bondholder Claims; the Assigned Bondholder Claims; the Previous Bondholder Claims; and the Claims. By way of emphasis, the term Settled Claims includes, without limitation, any and all Claims (including the Receivership Borrowers Claims, the Current Bondholder Claims, the Assigned Bondholder Claims, and the Previous Bondholder Claims) and any claim that was asserted or could have been asserted by a Releasor against the CRI Released Parties in the SEC Receivership Case, the Demand Letter, or the Mediation, and/or any claims that could be asserted in any future litigation or proceeding brought in any Forum relating to the subjects set forth in the forgoing sentence. "Settled Claims" specifically includes, without limitation, all claims each Releasor does not know or suspect to exist in his, her or its favor at the time of release against a Releasor, which if known by that Person might have affected his, her or its decision with respect to this Agreement and Settlement ("**Unknown Claims**"). Each Releasor expressly waives, releases and relinquishes any and all provisions, rights and benefits conferred by any law or principle, in the United States or elsewhere, which governs or limits the release of unknown or unsuspected claims, including without limitation, California Civil Code § 1542 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 MAY HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each Releasor acknowledges that he, she, or it may hereafter discover facts different from, or in addition to, those which such Releasor now knows or believes to be true with respect to the

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Settled Claims, but nonetheless agrees that this Agreement, including the releases granted herein, will remain binding and effective in all respects notwithstanding such discovery. Unknown Claims includes contingent and non-contingent claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of different or additional facts. These provisions concerning unknown or unsuspected claims and the inclusion of Unknown Claims in the definition of Settled Claims were separately bargained for and are an essential element of this Agreement and the Settlement.

22. "**Settlement**" means the agreed resolution of the Settled Claims pursuant to this Agreement.

23. "**TIP Proceeding**" means the trust instruction proceeding to be instituted by Trustee U.S. Bank in Ramsey County, Minnesota District Court pursuant to Minn. Stat. 501C.0201, *et. seq*., as provided for in Section VI.¶ 37, below, seeking the entry of an order authorizing Trustee U.S. Bank to, *inter alia*, consent to the Settlement and execute the Settlement Agreement.

24. "**TIP Court**" means the court in which the TIP Proceeding is filed and from which the TIP Order will be sought by Trustee U.S. Bank.

25. "**TIP Motion**" means the motion which will be filed by Trustee U.S. Bank in the TIP Proceeding seeking entry of the TIP Order (as defined below).

26. "**TIP Order**" means an order acceptable to Trustee U.S. Bank to be obtained by Trustee U.S. Bank in the TIP Proceeding, approving the terms of this Agreement, without the TIP Court altering the Agreement, approving such other actions of Trustee U.S. Bank as it shall deem appropriate, and authorizing Trustee U.S. Bank to, *inter alia*, consent to the Settlement and execute the Settlement Agreement.

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27. "**Preliminary Approval Motion"** means the motion in substantially the form attached hereto as **Exhibit "C"** which will be filed in the Receivership Court by the Receiver seeking, *inter alia*, preliminary approval of the Settlement and this Agreement, the entry of the Scheduling Order, and, following the Final Approval Hearing, final approval of the Settlement and this Agreement, and the entry of the Bar Order and Judgment (as defined below).

28. "**Scheduling Order**" means the order in substantially the form attached hereto as **Exhibit "D"** entered by the Receivership Court: (a) preliminarily approving the Settlement; (b) preliminarily staying, barring, restraining, and enjoining the assertion, institution or continuation of Settled Claims against the CRI Released Parties during the pendency of the settlement approval process and pending further order of the Court; (c) approving the content and plan for dissemination of the Notice (including the Claim Form to accompany the Notice) and publication of Short Form Notice; (d) setting the date by which any objection to the Settlement or this Agreement must be filed; (e) setting the date by which any opposition to any filed objection must be filed; (f) setting the date by which any previous Bondholder claiming entitlement to a distribution of the Net Settlement Proceeds must submit a Claim Form (current Bondholders are exempt from the requirement to submit a Claim Form); and (g) scheduling the Final Approval Hearing no sooner than ninety (90) days after the entry of the Scheduling Order to consider final approval of the Settlement, this Agreement and the entry of the Bar Order and Judgment.

29. "**Bar Order and Judgment**" means the order entered by the Receivership Court which, *inter alia*, grants final approval of the Settlement and this Agreement and permanently bars, restrains, and enjoins the assertion and pursuit of claims against the CRI Released Parties, in substantially the form attached hereto as **Exhibit "E."**

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30. "**Settlement Effective Date**" means the date on which the last of all of the following has occurred:

(a) entry in the TIP Proceeding of the TIP Order;

(b) entry in the SEC Receivership Case of the Bar Order and Judgment, including findings under Federal Rule of Civil Procedure 54(b), in substantially the form attached hereto as **Exhibit "E"** and;

(c) the TIP Order and the Bar Order and Judgment have both become Final.

31. "**Taxes**" means any and all taxes, whether federal, state, local, or other taxes related to the Settlement, the Settlement Amount, and the Net Settlement Proceeds and distribution thereof, and costs incurred in connection with such taxes, including, without limitation, the fees, costs and expenses of tax attorneys and accountants.

II. AMENDMENT TO ASSIGNMENT OF CLAIMS

32. The Receiver and Indenture Trustees agree that Amendment No. 1 to Assignment of Claims is hereby amended to provide that the duration of the assignment of the Assigned Bondholder Claims does and shall continue until terminated by any one of the Indenture Trustees, provided, however, that the Indenture Trustees shall not terminate the assignment of the Assigned Bondholder Claims on or after the Execution Date, unless and until this Agreement shall become null and void pursuant to the provisions of Section IV. ¶¶ 37-38 or Section V. ¶ 56-57.

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III. SETTLEMENT AMOUNT

33. **Delivery of Settlement Amount**. Within five (5) business days after the Settlement Effective Date, CRI shall deliver or cause to be delivered to the Receiver by wire transfer the Settlement Amount in accordance with wire transfer instructions to be provided by the Receiver for purposes of receiving the payment.

34. **Management and Distribution of Settlement Amount**. If and when the Settlement Amount is delivered to the Receiver pursuant to the terms of this Agreement, the Receiver shall receive and take custody of the Settlement Amount and shall maintain, manage, and distribute the Settlement Amount in accordance with the Distribution Plan and under the supervision and direction and with the approval of the Receivership Court. The Receiver shall be responsible for all Taxes, fees, and expenses that may be due with respect to the Settlement Amount and the management, use, administration, and distribution of the Settlement Amount.

35. **No Liability**. CRI and the CRI Released Parties shall have no liability, responsibility, or obligation whatsoever with respect to the investment, management, use, administration, or distribution of the Settlement Amount or any portion thereof, including, but not limited to, the costs and expenses of such investment, management, use, administration, or distribution of the Settlement Amount, and any Taxes arising therefrom or relating thereto.

IV. COURT APPROVALS

36. **Required Court Approvals**. The effectiveness of this Agreement and the Settlement are conditioned upon the entry of the TIP Order by the TIP Court and the approval of the Settlement and this Agreement and the entry of the Bar Order and Judgment by the Receivership Court, and the TIP Order and the Bar Order and Judgment both becoming Final, as set forth more fully below.

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37. **TIP Motion**. Promptly after the Execution Date, Trustee U.S. Bank shall file with the TIP Court the TIP Motion requesting entry of the TIP Order approving the terms of this Agreement and approving the other actions of Trustee U.S. Bank. The entry of the TIP Order by the TIP Court in substantially the form required by Section I. ¶ 26 and its becoming Final prior to the conclusion of the Final Approval Hearing are conditions precedent to the effectiveness of this Agreement, the Settlement and the further steps to obtain the final approval of the Settlement and this Agreement and the entry of the Bar Order and Judgment by the Receivership Court as set forth below. If the TIP Court declines to enter the TIP Order in substantially the form required by Section I. ¶ 26 and in a form acceptable to Trustee U.S. Bank, or if such TIP Order does not become Final on or before the conclusion of the Final Approval Hearing in substantially the form required by Section I. ¶ 26, this Agreement shall be null and void *ab initio* and the Parties shall be returned to the *status quo* as it existed prior to any of them having executed this Agreement. Upon entry, a copy of the TIP Order shall be provided to the notice parties identified in Section IX. ¶ 77 below.

38. **Preliminary Approval Motion**. Promptly after the Execution Date, the Receiver shall file in the Receivership Court the Preliminary Approval Motion in substantially the form attached hereto as **Exhibit "C,"** requesting, *inter alia*, the entry of the Scheduling Order substantially in the form attached hereto as **Exhibit "D,"** granting, *inter alia*, the following relief: (a) preliminarily approving the Settlement and this Agreement; (b) approving the content and plan for dissemination of the Notice and publication of Short Form Notice; (c) setting the date by which any objection to the Settlement or this Agreement must be filed; (d) setting the date by which any opposition to any filed objection must be filed; and (e) scheduling a Final Approval Hearing to address final approval of the Settlement, this Agreement, the Receiver's

proposed Distribution Plan, the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor, and the entry of the Bar Order and Judgment. The form of the Preliminary Approval Motion and the form of Scheduling Order as exhibited hereto are approved for filing. The entry of the Bar Order and Judgment by the Receivership Court and its becoming Final are conditions precedent to the effectiveness of this Agreement and the Settlement. If the Receivership Court declines to enter the Bar Order and Judgment or if the Bar Order and Judgment does not become Final, this Agreement shall be null and void *ab initio* and the Parties shall be returned to the *status quo* as it existed prior to any of them having executed this Agreement.

39. **Notice**. In the Preliminary Approval Motion, the Receiver will propose approval of a Notice in substantially the form attached hereto as **Exhibit** "**A**."

40. **Dissemination of Notice**. In the Preliminary Approval Motion, the Receiver will propose that Notice in substantially the form attached hereto as **Exhibit** "**A**" be sent via electronic mail, U.S. first class mail or international delivery service to: (a) all parties that appeared and requested notice in the SEC Receivership Case; (b) counsel to the CRI Parties; (c) counsel to the Indenture Trustees; (d) the Underwriter for each Offering; (e) counsel to the Underwriter, at the time of the Offering, for each Offering; (f) the Issuer for each Offering; (g) counsel to the Issuer, at the time of the Offering, for each Offering; (h) bond counsel for each Offering; (i) the Depository Trust Company ("**DTC**"); (j) the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**"); (k) to the extent they have identified themselves to the Indenture Trustees and have requested direct notice from the Indenture Trustees, previous Bondholders; and (l) the original purchasers of the Bonds as

identified to the SEC by the Underwriters in the course of the SEC's investigation of the Defendants.

41. **Forwarding of Notice by DTC to Participants**. In the Preliminary Approval Motion, the Receiver will propose that, with respect to the Notice sent to DTC, the Receiver will request that DTC forward the Notice to each participant of DTC who is reflected in DTC's records as a holder of the Bonds.

42. **Forwarding of Notice by Underwriters to Bondholders**. In the Preliminary Approval Motion, the Receiver will propose that, with respect to Notice sent to the Underwriters of the Offerings, the Receiver will request that such Underwriters send the Notice to each previous or current beneficial owner of the Bonds to the extent such beneficial owners are identifiable by the Underwriters from their records through reasonable efforts.

43. **Publication of Notice on EMMA**. In the Preliminary Approval Motion, the Receiver shall propose that, with respect to the Notice sent to EMMA, the Receiver will request, or cause the Indenture Trustees to request, that EMMA publish the Notice, the Preliminary Approval Motion and all Exhibits thereto (including this Agreement) on its website under the CUSIP numbers for the respective Bonds issued in connection with each of the Offerings.

44. **Publication of Notice on Receiver's Website**. In the Preliminary Approval Motion, the Receiver will propose that it shall cause the Notice, the Preliminary Approval Motion and all Exhibits thereto (including this Agreement), and the Scheduling Order, to be posted on the Receiver's website (http://oxtonseniorlivingreceivership.com).

45. **Notice to Original Purchasers**. The Receiver shall cause the Notice to be served by United States mail postage prepaid on the original purchasers of the Bonds whose identity was provided to the SEC by the Underwriters in the SEC's investigation of Defendants.

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46. **Short Form Notice.** In the Preliminary Approval Motion, the Receiver will propose approval of a Short Form Notice in substantially the form attached hereto as **Exhibit "B."**

47. **Publication of Short Form Notice**. In the Preliminary Approval Motion, the Receiver will propose that the Short Form Notice in substantially the form attached hereto as **Exhibit "B"** be published once a week for three consecutive weeks in the legal notices section of each of the following newspapers commencing no later than seven (7) days after the date the Scheduling Order is entered by the Receivership Court: The Wall Street Journal and U.SA. Today.

48. **Responsibility for Notice Preparation, Dissemination and Publication**. The Receiver shall be responsible for the preparation, dissemination and publication of Notice and Short Form Notice pursuant to the terms of this Agreement and as ordered by the Receivership Court. No less than ten (10) calendar days before the Final Approval Hearing, the Receiver shall file an affidavit or declaration of compliance with the Receivership Court, certifying that the Receiver has complied with the Receivership Court's order regarding Notice and Short Form Notice.

49. **Indenture Trustee Communications.** Nothing contained herein shall be construed so as to limit the ability of the Indenture Trustees to communicate with their respective Bondholders as required by the Indentures provided that the Indenture Trustees do not disclose Confidential Information, except as permitted by Section VII. ¶ 73. The right of the Indenture Trustees to communicate with their respective Bondholders shall specifically include the right to distribute directly to their respective Bondholders or to distribute through DTC or by means of

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EMMA reports to their respective Bondholders on the status of proceedings undertaken pursuant to the Indentures.

50. **No Recourse Against CRI Released Parties**. No Interested Party or any other Person shall have any recourse against CRI or the CRI Released Parties with respect to the Notice process or any claims that may arise from or relate to the Notice process.

51. **Final Relief Sought by the Preliminary Approval Motion of the Receivership Court**. In the Preliminary Approval Motion, and in addition to the relief described in Section IV. ¶ 38 above relating to the Scheduling Order, the Receiver shall request that, following the Final Approval Hearing, the Receivership Court enter the Bar Order and Judgment in substantially the form attached hereto as **Exhibit** "**E**," providing, *inter alia*, the following relief:

(a) granting final approval of the Settlement;

(b) granting final approval of this Agreement;

(c) finding that this Agreement and the releases set forth herein are final and binding on the Parties; and

(d) barring, restraining, and enjoining Persons from asserting, pursuing or prosecuting claims against the CRI Released Parties as provided in the Bar Order and Judgment and in language described more fully in the following Paragraph.

52. **Receiver to Seek Bar Order**. In the Preliminary Approval Motion, the Receiver shall seek the Receivership Court's approval of the following language which will be included in the proposed Bar Order and Judgment (**Exhibit "E"** hereto) attached to the Preliminary Approval Motion :

> The Court hereby permanently bars, restrains, and enjoins, the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and

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> all non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, any Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder, an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise.

53. In furtherance of the provisions of the Bar Order and Judgment barring claims in the nature of contribution or indemnity, the Parties agree that in the event any of them intends to pursue Settled Claims against any person not a Party to this Agreement, each of them intending to pursue any such claim shall provide notice to the Parties as soon as reasonably practicable of such intent before commencing any action or proceeding in any Forum with respect to any such claim. Such notice shall be addressed and given in accordance with the provisions of Section IX. ¶ 77 below.

54. **Parties to Advocate**. The CRI Parties and Receiver shall take all reasonable steps to advocate for and encourage preliminary and final approval of the Settlement and this Agreement and entry of the Bar Order and Judgment. The Indenture Trustees shall take all

reasonable steps to encourage preliminary and final approval of the Settlement and this Agreement and entry of the Bar Order and Judgment.

55. **No Challenge**. No Party shall challenge or oppose the approval of the Settlement or this Agreement or the entry of the TIP Order or the Bar Order and Judgment, and no Party shall encourage or assist any Person in challenging or opposing the approval of the Settlement or this Agreement or the entry of the TIP Order or the Bar Order and Judgment. No Party shall challenge or oppose the approval of the Settlement or this Agreement or the entry of the TIP Order or the Bar Order and Judgment, and no Party shall encourage or assist any Person in challenging or opposing the approval of the Settlement or this Agreement or the entry of the TIP Order or the Bar Order and Judgment. No Party shall challenge or oppose or assist any Person in challenging or opposing the enforceability of the Settlement or this Agreement or the entry of the TIP Order or the Bar Order and Judgment in any other proceeding of any nature in any Forum involving Settled Claims. This provision shall not prohibit a Party from disputing whether a non-Party who is not a Releasor is entitled to the releases, bars, restrains, and enjoins provided for herein.

V. RESCISSION IF THE SETTLEMENT OR THE AGREEMENT IS NOT FINALLY APPROVED OR THE BAR ORDER AND JUDGMENT IS NOT ENTERED OR DOES NOT BECOME FINAL

56. **Right to Withdraw**. The Parties represent and acknowledge that the following were necessary to the Parties' agreement to this Settlement, are each an essential term of the Settlement and this Agreement, and that the Settlement would not have been reached in the absence of these terms: (a) the entry by the TIP Court in the TIP Proceeding of the TIP Order in substantially the form required by Section I. ¶ 26; (b) the approval by the Receivership Court of the Settlement and this Agreement and the entry by the Receivership Court of the Bar Order and Judgment in the SEC Receivership Case without material amendment or revision from that

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attached hereto as **Exhibit "E;"** (c) that the TIP Order become Final prior to the conclusion of the Final Approval Hearing pursuant to the provisions of Section I. ¶ 11 and Section IV. ¶ 37; and (d) the Bar Order and Judgment become Final, pursuant to the provisions of Section I. ¶ 11 and Section IV. ¶ 38 of this Agreement. If the TIP Court refuses to enter the TIP Order described in (a) and/or the Receivership Court refuses to enter the Bar Order and Judgment described in (b) without material modification or limitation; or if the TIP Order described in (a) does not become Final prior to the conclusion of the Final Approval Hearing; or if the final result of any appeal from the orders described in (a) and (b) is that either of the orders is not affirmed, in its entirety and without material modification or limitation, then any CRI Party has the right to withdraw its agreement to the Settlement and to this Agreement by providing to all other Parties written notice of such withdrawal, within fourteen (14) days of the order, judicial determination or failure of finality giving rise to such right to withdraw. For purposes of this Section V., the Party making the election to withdraw has the sole and absolute discretion to determine whether a modification or limitation to the Orders described in (a) or (b) is material. ln addition, any of the CRI Parties, in their sole and absolute discretion, may, but are not required to, withdraw from this Agreement if the Bar Order and Judgment do not, require the dismissal of any suit or claim, whether by complaint, counterclaim, third-party claim or otherwise, involving any Settled Claim that is filed against any of the CRI Released Parties between the Execution Date and the Settlement Effective Date. Such withdrawal must be by written notice to all Parties within fourteen (14) days of the occurrence or failure of occurrence of the event giving rise to the right to withdraw. The Parties do not have the right to withdraw from, or otherwise terminate, this Agreement for any reason other than the reasons identified in this Section V. ¶ 56 or as provided for in Section IX. ¶ 84 below entitled "Severability." If any CRI Party elects to exercise its right

to withdraw from this Settlement Agreement after the Bar Order and Judgment is entered in the SEC Receivership Case but before the Bar Order and Judgment becomes Final, then the other Parties agree not to oppose any motion to vacate the Bar Order and Judgment filed by the withdrawing Party.

57. **Effect of Withdrawal**. In the event that any CRI Party withdraws its agreement to the Settlement or this Agreement as allowed in Section V. ¶ 56, this Agreement shall become null and void *ab initio* and of no further effect whatsoever, shall not be the subject or basis for any claims by any Party against any other Party, except to the extent that specified provisions expressly survive termination. If any CRI Party withdraws from this Agreement pursuant to the terms of Section V. ¶ 56 or Section IX. ¶ 84, then each Party shall be returned to such Party's respective position as it existed immediately prior to the execution of the Agreement by any of them, provided, however, the following Paragraphs of this Agreement shall survive termination of this Agreement: ¶ ¶ 32 (Amendment to Assignment of Claims), 69 (No Admission of Fault or Wrongdoing), 73 (Confidentiality), 74 (Other Representations and Warranties), 76 (Tolling), 77 (Notices), 79 (Jurisdiction), 80 (Attorneys' Fees and Expenses).

VI. DISTRIBUTION PLAN

58. **Duties of Receiver with Respect to Distribution Plan**. In the Preliminary Approval Motion, the Receiver shall propose a Distribution Plan, which provides for the distribution of the Net Settlement Proceeds by the Receiver to previous Bondholders, and to the Indenture Trustees of the Bonds of respective Borrowers. No previous Bondholder shall be entitled to any distribution from the Net Settlement Proceeds unless he, she or it: (i) timely submits a fully and properly completed Claim Form on or before the date for such submission specified in the Court's Scheduling Order, duly providing the information and documents required by the Claim Form; and (ii) qualifies for a distribution under the Distribution Plan.

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Subject to review by the Receivership Court, the Receiver will review and verify each submitted Claim Form. The Receiver will then file with the Court a report outlining the Receiver's determination as to whether the Claim Form will be allowed or disallowed (the "***Claims Report***"). Previous Bondholders who have submitted a Claim Form will have the opportunity to object to the Claims Report by filing an objection to the Claims Report within (14) days after the filing of the Claims Report. If no objection is timely filed to the Claims Report, the Claims Report shall be the final, binding determination on the allowance or disallowance of each Claim Form. Current Bondholders are exempt from the requirement of submitting a Claim Form. The Receiver, with the approval and guidance of the Court, shall be solely responsible for implementing the Distribution Plan including, without limitation, receiving, managing and disbursing the Settlement Amount.

59. **Distribution by Check**. The Receiver must include the following statement, without alteration, in the transmittal correspondence sent to Claimants pursuant to the Distribution Plan, above:

> BY ENDORSING THIS CHECK, I RELEASE ALL SETTLED CLAIMS, KNOWN OR NOT, AGAINST CARR, RIGGS & INGRAM, LLC, ITS MEMBERS, AND EMPLOYEES.

60. **No Responsibility**. The CRI Released Parties shall have no responsibility, obligation, or liability whatsoever with respect to the terms, interpretation, or implementation of the Distribution Plan; the administration of the Settlement; the management, investment, or distribution of the Settlement Amount, Net Settlement Proceeds, or any other funds paid or received in connection with the Settlement; the payment or withholding of Taxes that may be due or owing by the Receiver or any recipient of funds from the Settlement Amount or Net Settlement Proceeds; the determination, administration, calculation, review, or challenge of claims to the Settlement Amount or Net Settlement Proceeds, any portion of the Settlement

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Amount or Net Settlement Proceeds, or any other funds paid or received in connection with the Settlement or this Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. As of the Settlement Effective Date, the Receiver, the Indenture Trustees, and all other Persons on whose behalf the Receiver and the Indenture Trustees are or have been empowered to act, fully, finally, and forever remise, release, relinquish, and discharge the CRI Released Parties from any and all such responsibility, obligation, and liability.

VII. RELEASES AND COVENANTS-NOT-TO-SUE

61. **Receiver's Releases and Covenants-Not-To Sue in Favor of CRI Released Parties**. As of the Settlement Effective Date, the Receiver, to the full extent of his legal authority, for and on behalf of himself in his representative capacities as the Receiver and as assignee of the Assigned Bondholder Claims, and for and on behalf of all Persons whom he represents, including the Receivership Entities, the Receivership Estates and those Bondholders who or which currently own Bonds, and each and all of their respective predecessors, successors, estates, heirs, administrators, executors and assigns, and each and all of their past, present and future parents, subsidiaries, affiliates, related entities, and divisions, and each and all of their respective past, present and future shareholders, members, partners, principals, owners, directors, officers, managing members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, primary insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, known or unknown, in their representative and individual capacities (collectively, and together with the Receiver, the "**Receiver Releasing Parties**"), hereby fully, finally, and forever remises, releases, relinquishes, discharges and waives, with prejudice, any and all Settled Claims against the CRI Released Parties (the "**Receiver Released Claims**"). The Receiver also

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covenants and agrees, to the full extent of the Receiver's legal authority, that the Receiver Releasing Parties will not, now or in the future, directly or indirectly, or through a third party, assert, bring, file, institute, reinstitute, initiate, commence, maintain, continue, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute or cause to be brought any action, proceeding, or dispute asserting the Receiver Released Claims against the CRI Released Parties, or any of them, in any court, venue, jurisdiction, or Forum, including in any arbitration.

62. **Indenture Trustees' Releases and Covenants-Not-to-Sue in Favor of CRI Released Parties**. As of the Settlement Effective Date, each Indenture Trustee, to the full extent of its legal authority, for and on behalf of itself in its representative capacity as an Indenture Trustee, and for and on behalf of all Persons it represents under the Indentures, including those Bondholders who or which currently own Bonds, but only to the extent the Indenture Trustees are entitled to assert such claims under the Indenture (collectively, and together with the Indenture Trustees, the "**Indenture Trustees Releasing Parties**"), hereby fully, finally, and forever remises, releases, relinquishes, discharges and waives, with prejudice, any and all Settled Claims against the CRI Released Parties (the "**Indenture Trustees Released Claims**"). The Indenture Trustees also covenant and agree, to the full extent of their legal authority, that the Indenture Trustees Releasing Parties will not, now or in the future, directly or indirectly, or through a third party, assert, bring, file, institute, reinstitute, initiate, commence, maintain, continue, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute or cause to be brought any action, proceeding, or dispute asserting the Indenture Trustees Released Claims against the CRI Released Parties, or any of them, in any court, venue, jurisdiction, or Forum, including in any arbitration.

63. **Final, Complete and Global Resolution**. The Parties intend the Settlement and this Agreement to affect a final, complete, and global resolution of all Settled Claims by any Person, against the CRI Released Parties. This Agreement, including its Exhibits, shall be construed and interpreted to effectuate this mutual intention.

64. **Receiver and Indenture Trustees' Covenant-Not-to-Sue Non-Parties Regarding Settled Claims.** In furtherance of the provisions of the Bar Order and Judgment barring claims in the nature of contribution and indemnity, the Receiver covenants and agrees that he will not, directly or indirectly, initiate or pursue Settled Claims against any person not a Party to this Agreement or assist or participate with another in the initiation or pursuit of such claims. In furtherance of the provisions of the Bar Order and Judgment barring claims in the nature of contribution and indemnity, the Indenture Trustees covenant and agree that they will not initiate or pursue Settled Claims, other than in the nature of a counterclaim or cross-claim, against any person not a Party to this Agreement or assist or participate with another in the initiation or pursuit of such claims, other than Sell & Melton, L.L.P. ("***Sell Melton***"), R. (Chix) Miller ("***Miller***"), Marrien Neilson ("***Neilson***"), Dwayne Edwards ("**Edwards**"), Todd Barker ("**Barker**"), any underwriter, including but not specifically limited to: Cantone Research, Inc. and Anthony Cantone and Christine Cantone ("**Cantone**") and any agents, successors or assigns and any entity in which Cantone is the controlling member and/or has been granted sole authority upon which to act, Lawson Financial Corporation, Inc., William Price Revocable Trust, Robert Lawson, Pamela Lawson, and John T. Lynch ("**Lawson**") and any agents, successors or assigns or any entity in which Lawson is the controlling member and/or has been granted sole authority upon which to act, or Christopher Brogdon, Connie Brogdon, Tygh Brogdon

("***Brogdon***") individually and agents, successor or assigns or any entity in which Brogdon is the controlling member and/or has been granted sole authority upon which to act.

65. **CRI Parties' Releases and Covenants-Not-to-Sue in Favor of Receiver and the Indenture Trustees**. As of the Settlement Effective Date, CRI, Laney, and Frederick to the full extent of their legal authority, for and on behalf of themselves, and each and all of their respective predecessors, successors, estates, heirs, administrators, executors and assigns, and each and all of their past, present and future parents, subsidiaries, affiliates, related entities, and divisions, and each and all of their respective past, present and future shareholders, members, partners, principals, owners, directors, officers, managing members, management personnel, associates, employees, staff, servants, consultants, advisors, representatives, agents, accountants, attorneys, lenders, insurers, primary insurers, excess insurers, reinsurers, heirs, administrators, executors, predecessors, successors and assigns, known or unknown, in their representative and individual capacities (collectively, the "**CRI Releasing Parties**"), hereby fully, finally, and forever remise, release, relinquish, discharge and waive, with prejudice, any and all Settled Claims against the Receiver Released Parties and the Indenture Trustee Released Parties (the "**CRI Released Claims**"). Each of CRI, Laney and Frederick also covenants and agrees, to the full extent of his or its legal capacity, that the CRI Releasing Parties will not, now or in the future, directly or indirectly, or through a third party, assert, bring, file, institute, reinstitute, initiate, commence, maintain, continue, encourage, solicit, support, participate in, collaborate in, or otherwise prosecute or cause to be brought any action, proceeding, or dispute asserting the CRI Released Claims against the Receiver Released Parties or the Indenture Trustees Released Parties, or any of them, in any court or venue, jurisdiction, or Forum, including in any arbitration.

66. **Release of Only Settled Claims**. Notwithstanding any provision hereof to the contrary, the releases provided herein by the Receiver, the Indenture Trustees, the Receivership Entities and the Receivership Estates, on the one hand, and the CRI Parties, on the other hand, are limited to the Settled Claims between them as expressly included in this Agreement and are not releasing any other claims. By this Agreement, the Receiver and the Indenture Trustees are releasing only the CRI Released Parties and no one else, and the Receiver and the Indenture Trustees each reserve and preserve in full all claims and actions against all other Persons, including but not limited to any and all claims in any other action or proceeding. Likewise, the CRI Parties are releasing only the Receiver Released Parties and the Indenture Trustee Released Parties and no one else and the CRI Parties each reserve and preserve in full all claims and actions against all other Persons, including but not limited to any and all claims in any other action or proceeding.

67. **No Release of Obligations Under Agreement**. Notwithstanding anything to the contrary in this Agreement, the releases and covenants-not-to-sue contained in this Agreement do not release the Parties' rights and obligations under this Agreement or the Settlement, nor do they bar the Parties from enforcing or effectuating this Agreement or the Settlement.

VIII. COVENANTS, REPRESENTATIONS AND WARRANTIES.

68. **No Assignment, Encumbrance. or Transfer**. Except with respect to the Indenture Trustees' assignment of the Assigned Bondholder Claims to the Receiver, the Parties represent and warrant that they have not, in whole or in part, assigned, encumbered, sold, pledged as security, or in any manner transferred or compromised any of the Settled Claims that they are releasing under this Agreement.

69. **No Admission of Fault or Wrongdoing**. The Settlement, this Agreement, and the negotiation and mediation thereof shall in no way constitute, be construed as, or be evidence

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of any admission or concession of: (a) fault, wrongdoing, liability, or damages whatsoever; (b) any violation of any statute or other law; (c) any infirmity, deficiency, or lack of merit in the claims or defenses of the any of the Parties with regard to any of the claims, allegations, or defenses that were asserted, or that could have been asserted, in the negotiation and mediation of the Claims, in the SEC Receivership Case, or in any other proceeding in any Forum relating to any Settled Claim. The Settlement and this Agreement constitute a resolution of disputed claims in order to avoid the risk and very substantial burden and expense of protracted litigation. The Settlement, this Agreement, and evidence thereof shall not be used, directly or indirectly, in any way, in the SEC Receivership Case or in any other proceeding in any Forum, other than to obtain approval of and to implement and enforce the terms of the Settlement and this Agreement.

70. **Receiver's Agreement Not to Defame or Disparage the CRI Parties**. The Receiver, including his counsel, shall not make, disseminate, or publish any statement outside of court, including a statement in the press, that would defame or disparage the CRI Parties. Nothing in this paragraph shall prevent the Receiver, including his counsel, from making any statement to the court regarding the CRI Parties, nor shall this Paragraph prevent the Receiver, including his counsel, from taking any step he believes is necessary to enforce the Settlement or this Agreement, nor shall this Paragraph prevent the Receiver, including his counsel, from taking any step he believes is necessary to provide the notices contemplated herein. Nothing in this Paragraph shall prevent the Receiver, including his counsel, from reporting his activities to, or responding to inquiries from, the Receivership Court, the SEC, or other governmental authorities, or from carrying out any of his duties under any order of the Receivership Court.

71. **The CRI Parties' Agreement Not to Defame or Disparage the Receiver or Bondholders**. The CRI Parties, including their counsel, shall not make, disseminate, or publish

any statement outside of court, including any statement in the press, which would defame or disparage the Receiver or Bondholders. Nothing in this Paragraph shall prevent the CRI Parties, including their counsel, from making any statement to the court regarding the Receiver's notices contemplated herein, nor shall this Paragraph prevent the CRI Parties, including their counsel, from taking any step they believe is necessary to enforce the Settlement or this Agreement, or to address any continuing litigation involving the Receiver or the Indenture Trustees relating to the Receivership Entities, the Bonds or the Bondholders or any Settled Claims.

72. *Intentionally Deleted*.

73. **Confidentiality.** The Parties, including their counsel, consultants, experts, and those who worked with the Parties in their investigation and pursuit or defense of the Claims against the CRI Parties, will keep confidential and shall not publish, communicate, or otherwise disclose, directly or indirectly, in any manner whatsoever, Confidential Information to any Person except that the existence and terms of the Settlement and this Agreement may be filed with the TIP Court and the Receivership Court, after which, pursuant to Section I. ¶ 4, they shall cease to be Confidential Information. Notwithstanding the foregoing, Confidential Information may be disclosed: (i) as necessary to obtain Court approval of the Settlement and this Agreement; (ii) as required by order of the TIP Court or the Receivership Court; (iii) as required by the fiduciary duties of the Indenture Trustees, or federal securities laws, or to provide the Notices as required by this Agreement, or to enforce the terms of the Settlement and this Agreement; (iv) by any Party to its members, and present and potential insurers, on a confidential or attorney-client basis; and (v) to any Person if the Party has obtained prior written consent from all other Parties, which consent, notwithstanding any other provision of this Agreement to the contrary, may be transmitted by e-mail.

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74. **Other Representations and Warranties**. Each Party to this Agreement represents, warrants, and agrees as to itself as follows:

(a) No Party has relied upon, and each Party affirmatively disclaims any reliance upon, any statement, representation, or promise of any other Party (or of any representative or attorney of or for any other Party) in executing this Agreement, or in making the Settlement. To the contrary, each Party affirmatively represents and acknowledges that such Party is relying solely on the express terms set forth in this Agreement and its own judgment, based on the advice of its own legal counsel in negotiating and entering into the Settlement and this Agreement.

(b) Each Party to this Agreement has made such investigation of the facts pertaining to this Settlement and this Agreement and of all the matters pertaining thereto as it deems necessary.

(c) Each Party has read this Agreement in its entirety and understands the contents hereof. Each Party has entered into this Agreement knowingly and voluntarily, without any duress, undue influence, or pressure imposed upon any of them by any other Party or any other Person. Each Party has entered into this Agreement as an act his or its own free will after having consulted with its own legal counsel and after having an opportunity to consult with any other Persons with whom he or it might choose to consult.

(d) Each Party has the authority to enter into this Agreement and to make the representations, warranties, covenants, and agreements provided for herein. Each person executing this Agreement or any related documents on behalf of a Party has the full authority to do so. Each Party has the authority to take the action required or permitted to be taken pursuant to this Agreement to effectuate its terms.

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75. **Incorporation of Recitals**. The recitals and "WHEREAS" clauses of this Agreement are incorporated by reference in in this section of the Agreement and expressly made a part of this Agreement.

76. **Tolling**. Each Party acknowledges and agrees that any and all applicable statutes of limitation or other similar defenses continue to be tolled for the later of (i) sixty (60) days following entry of an Order by the Receivership Court denying the Preliminary Approval Motion , (ii) sixty (60) days following a Party's withdrawal from this Agreement, and (iii) the expiration of the tolling period provided for in the Tolling Agreement.

IX. MISCELLANEOUS.

77. **Notices**. Any notices, documents, or correspondence of any nature required to be sent pursuant to this Agreement shall be transmitted by both e-mail and overnight delivery to the following recipients, and will be deemed transmitted upon receipt by the overnight delivery service:

If to the Receiver:

Ryan K. Cochran, Esquire
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Phone: (615) 850-8778
E-mail: ryan.cochran@wallerlaw.com

William F. Ryan, Jr., Esquire
Whiteford Taylor & Preston, LLP
7 St. Paul Street, 15th Floor
Baltimore, MD 21202
Phone: (410) 347-8741
E-mail: wryan@wtplaw.com

If to Trustee BOKF:

Nora R. O'Neill, Esquire
Frederic Dorwart, Lawyers PLLC
Old City Hall
124 East Fourth Street
Tulsa, OK 74103-5027
Phone: (918) 583-9922
E-mail: noneill@fdlaw.com

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If to Trustee U.S. Bank:

George M. Taylor III, Esquire
Burr & Forman, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: (205) 458-5254
E-mail: gtaylor@burr.com

If to Trustee UMB:

Thomas Longino, Esquire
Longino Public Finance LLC
2917 Central Avenue, Suite 205
Birmingham, AL 35209
Phone: (205) 490-2460
E-mail: thomas@longino.com

If to any of the CRI Parties:

Thomas B.K. Ringe, III
Anthony J. Costantini
Patrick Matusky
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Phone: (215) 979-1160
E-mail: tbkringe@duanemorris.com

Lee H. Copeland
Copeland, Franco, Screws & Gill, P.A.
P.O. Box 347
Montgomery, AL 36101-0347
Phone: (334) 834-1180
E-mail: Copeland@copelandfranco.com

Each Party may change the persons or addresses of the persons to receive notice on its behalf by the means set forth in this Paragraph.

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78. **Reinstatement**. This Agreement shall remain in full force and effect and continue to be effective following the termination of the Receivership Case, the discharge of the Receiver, should any petition or other proceeding be filed by or against any Party for liquidation or reorganization, should any Party become insolvent or make an assignment for the benefit of any creditor or creditors, or should an interim receiver, receiver, receiver and manager or trustee be appointed for all or any significant part of any Party's assets, and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the terms and obligations of this Agreement, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any Party, whether as a fraudulent transfer or preference transaction or otherwise, all as though such payment or performance had not been made. In the event that any payment or transfer, or any part thereof, is rescinded, reduced, restored or returned, this Agreement shall not serve to extinguish, discharge, or release the Settled Claims, and the Settled Claims shall be resurrected and reinstated as if such payment or performance had not been made under this Agreement.

79. **Jurisdiction**. The Parties hereby agree that any legal action or proceeding with respect to this Agreement shall be brought solely in SEC Receivership Case and before the Receivership Court or, otherwise, in the United States District Court for the District of New Jersey, which shall retain exclusive jurisdiction with respect thereto.

80. **Attorneys' Fees and Expenses**. Each Party shall bear its own legal fees, costs and expenses.

81. **Construction**. The terms, provisions, and conditions of this Agreement represent the results of negotiations among the Parties, each of which has been represented by legal counsel of his or its own choosing. Accordingly, the terms, provisions and conditions of this

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Agreement shall be interpreted and construed in accordance with their usual and customary meanings. Each Party, expressly, knowingly and voluntarily, waives the application, in connection with the interpretation and construction of this Agreement, of any rule of law or procedure to the effect that ambiguous or conflicting terms, conditions or provisions shall be interpreted or construed against the Party whose legal counsel prepared the executed version or any prior drafts of this Agreement. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall be deemed to be followed by the words "without limitation."

82. **Headings**. Descriptive headings are used in this Agreement for convenience only and shall not control, limit, amplify or otherwise modify or affect the terms and provisions of this Agreement or the meaning or construction of the terms and provisions of this Agreement.

83. **No Strict Construction**. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as drafted jointly by the Parties (because it has been) and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

84. **Severability**. Except as otherwise provided in Section V above with respect to the CRI Parties' right of withdrawal, if any provision of this Agreement shall, for any reason or to any extent, be invalid or unenforceable, the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

85. **No Third Party Rights or Obligations**. No person or entity not a Party to or expressly identified as a beneficiary under this Agreement shall have any third-party beneficiary or other rights under this Agreement.

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86. **Further Assurances**. In addition to the documents, instruments and acts described in this Agreement and which are to be executed, delivered or taken pursuant to this Agreement, each of the Parties agrees promptly to execute and deliver from time to time upon reasonable request by any other Party, such other documents, and instruments, and take such other action, as may reasonably be required to fully and completely evidence and carry out the transactions contemplated by this Agreement, so long as said execution of documents or acts are ministerial in nature and do not materially alter the substance of the Settlement or this Agreement.

87. **Multiple Counterparts**. This Agreement may be executed in any number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. The Parties intend that faxed signatures and electronically-imaged signatures such as PDF files shall constitute original signatures. An executed counterpart signature page delivered by facsimile or by electronic mail shall have the same binding effect as an original signature page.

88. **Modification**. Except as otherwise expressly provided herein with respect to the CRI Parties' right to withdraw under Section IV, Paragraph 56, this Agreement shall not be altered, amended, modified or rescinded except by an instrument in writing signed by each of the Parties.

89. **Entire Agreement**. This written Agreement (including its Exhibits) represents the entire agreement and understanding between Parties with respect to the subject matter hereof, and this Agreement supersedes any and all prior understandings, pertaining to the subject matter set forth herein.

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90. **Capacity**. Each of the undersigned Indenture Trustees is executing this Agreement solely in its capacity as Indenture Trustee under the respective Indentures and shall have no corporate or personal liability with respect to the undertakings set forth herein.

91. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND FURTHER AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, on the day, month and year set forth below:

DEREK PIERCE,
solely in his capacity as Receiver for
the Receivership Entities

_____

Dated:

CARR, RIGGS & INGRAM, LLC

_____

By:

Dated:

WINK LANEY

_____

Dated:

RUSS FREDERICK

_____

Dated:

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BOKF, NATIONAL ASSOCIATION, d/b/a BANK OF OKLAHOMA, AS TRUSTEE

By:

Dated:

UMB BANK, N.A., AS TRUSTEE

By:

Dated:

U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE

By:

Dated:

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EXHIBITS TO SETTLEMENT AGREEMENT

Exh. A	Notice
Exh. B	Short Form Notice
Exh. C	Preliminary Approval Motion
Exh. D	Scheduling Order
Exh. E	Bar Order and Judgment

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EXHIBIT A

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

If you bought bonds listed on the attached Exhibit "A," you could get a payment from a Settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement in the amount of $10,000,000 has been proposed to compensate investors who purchased certain Bonds issued by: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama.

- The attached Exhibit "A" identifies the Bonds at issue.

- The Settlement[1] resolves Claims made by the Receiver for the entities which were the ultimate beneficiaries of these issuances and for the Bondholders of such entities over whether Carr, Riggs & Ingram, LLC ("CRI"), an accounting firm which performed various professional services for those entities, caused injuries to them and to the Bondholders. The Settlement avoids costs and risks from commencing and continuing a lawsuit, pays money to qualifying investors, and releases and bars claims against CRI and related parties, including its members and employees.

- Court-appointed lawyers for the Receiver will ask the Court for up to $2,243,065, to be paid out of the $10,000,000 Settlement, as fees and expenses for investigating the facts, asserting the Claims, negotiating the Settlement, and

[1] Capitalized terms not otherwise defined herein shall have the meaning given them in the Settlement Agreement, a copy of which is available at www.oxtonseniorlivingreceivership.com/ [settlement landing page].

providing notice of the Settlement.

- The two sides disagree on whether the Receiver could have prevailed at trial and, if he prevailed, on how much money, if any, the Receiver could have recovered.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice package?

You, someone in your family, or someone for whom you act may have purchased certain Bonds issued by the following entities: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama. A list of the specific Bond issuances in question is included in **Exhibit "A"** to this notice.

The Court caused this notice to be sent to you because you have a right to know about a proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement.

This notice explains the Claims, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Securities and Exchange Commission v. Dwayne Edwards, et al.,* Case No. 2:17-cv-393-ES-SCM. This case was filed by the United States Securities and Exchange Commission ("SEC"), which is called the plaintiff, against, among others, Dwayne Edwards ("Edwards"), Todd Barker ("Barker"), and several of their companies which benefitted from the issuance of the Bonds, Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC, Rome ALF, LLC, Savannah ALF, LLC, Gainesville ALF, LLC, Waterford Place ALF, LLC, Montgomery ALF, LLC, Columbus ALF, LLC, and Opelika ALF, LLC (collectively, the "Entities"), all of whom are called defendants. To marshal, preserve and administer the assets of the Entities, the Court appointed Derek Pierce as Receiver.

2. What is this dispute about?

This Settlement is of a dispute raised by the Receiver concerning services provided by CRI and several of its members and employees. The Entities are limited liability companies formed by Barker and Edwards for the purpose of acquiring and operating assisted living and/or memory care facilities. After obtaining conduit municipal bond financing, each Entity acquired and operated such an assisted living and/or memory care facility.

CRI is a public accounting firm. In connection with each of the municipal bond offerings identified in **Exhibit "A,"** and continuing through 2016, each of the Entities engaged CRI, among other things, to examine forecasted financial statements for each offering prepared by the Entity's management and to issue an independent accountant's report with respect to each such forecast. In each such report, CRI opined that management's related forecast was presented in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants and that the underlying assumptions provided a reasonable basis for management's forecast. In addition to examining and providing a report with respect to management's forecast, CRI provided other accounting services to each Entity, including audit, compilation and tax services.

During 2016, each of the Entities defaulted on its obligations with respect to the bond offerings resulting in various bankruptcy and receivership proceedings, including, ultimately, the action brought by the SEC. As a result of such defaults, many of the current and former Bondholders sustained damages by reason of their investments in the Bonds.

Generally, the Receiver claimed that CRI and its members and employees breached their obligations to the Entities and the Bondholders with respect to the Financial Forecasts and made false and misleading statements by issuing in the reports "clean opinions" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that CRI: (i) lacked the independence required to perform their responsibilities as independent certified public accountants in examining and preparing reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion; and (iii) failed properly to obtain support for and evaluate certain underlying assumptions. The Receiver asserted Claims against CRI sounding in negligence, intentional tort, breach of contract, and breach of fiduciary duty. For its part, CRI vigorously denied any wrongdoing and contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the Claims of the Entities were barred by the doctrine of *in pari delicto*; (ii) that any

Claims lacked merit because of the inability of the party allegedly injured to prove reasonable reliance on anything CRI did or said; and (iii) that the conduct and statements of CRI were not the proximate cause of any loss sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties.

3. Why is this a receivership?

By order dated January 23, 2017, the Court granted the SEC's motion to appoint a receiver. Under that order, the Receiver is empowered to marshal, preserve, and administer the assets and estates of the Entities. In addition, under authority granted by the Court's order dated March 6, 2018, the Receiver is pursuing the Claims of the Bondholders against CRI assigned to the Receiver by the Indenture Trustees on the Bonds.

4. Why is there a Settlement?

The Court did not decide in favor of the Receiver or CRI. There was no trial. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will have a right to compensation. The Receiver and his attorneys think the Settlement is best for all current and previous Bondholders.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

All current and previous Bondholders are entitled to participate in the Settlement. Current Bondholders do not need to do anything to participate in the Settlement. Previous Bondholders must timely and properly submit a valid Claim Form to participate in the Settlement. The Claim Form is due [Month 00], 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com and is also attached to this notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides a recovery to current Bondholders. The Settlement also provides a recovery to previous Bondholders who sustained loss on the Bonds and who timely and properly submit a Claim Form. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold at a loss on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the Scheduling Order, and (b) submit a Claim Form to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order. The Claim Form is due by 4:00 p.m. (Eastern) [Month 00], 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com and is also attached to this notice. In addition, the Settlement provides for the entry of a Bar Order that will prevent the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons from prosecuting or pursuing any claims against CRI and related parties, including its members and employees relating to the Bonds.

7. How much will my payment be?

Until the Settlement is fully administered, it is not possible to determine what individual Bondholders will receive. The Settlement Amount will be allocated between the Borrowers as follows:

Settlement Amount:	$10,000,000
Contingency Fee:	($2,000,000)
Dispute Related Expenses:	($243,065)
Net Settlement Proceeds:	$ 7,756,935

	Douglas BOKF	Rome BOKF	Savannah BOKF	Gainesville BOKF	Waterford BOKF	Montgomery UMB	Columbus BOKF	Opelika U.S. Bank	Total
(1) Est. Current Bondholder Loss	$1,663,882	$3,917,403	$4,102,600	$2,851,125	$6,095,832	$5,287,563	$4,630,220	$4,730,599	$33,279,224
(2) % Share	5.0%	11.8%	12.3%	8.6%	18.3%	15.9%	13.9%	14.2%	100%
(3) Borrower's Allocation of Net Settlement Proceeds	$387,847	$915,318	$954,103	$667,096	$1,419,519	$1,233,353	$1,078,214	$1,101,485	$7,756,935

The Settlement then allocates each Borrower's allocation of the Net Settlement Proceeds amongst that Borrower's previous and current Bondholders as follows:

Step-One: Determine Current Bondholders Losses for Each Borrower

Estimated Current Bondholder Loss for each Borrower as listed in row (1) of the above chart.

Step-Two: Determine the Previous Bondholder Loss for Each Borrower

i. (Price at Which Previous Individual Bondholder Bought Bonds - Price at Which Previous Bondholder Sold Bonds) = (x%)
(All Previous Bondholder Losses + All Current Bondholder Losses)

ii. (x%) * Net Settlement Proceeds Allocated to Borrower = Previous Individual Bondholder's Recovery

iii. Only previous Bondholders who or which sold at a loss will be qualified to receive a distribution under the Distribution Plan. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the Scheduling Order, and (b) submit a Claim Form to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order.

Step-Three: Determine Distribution to Current Bondholders of Each Borrower

Net Settlement Proceeds Allocated to Borrower - Total Previous Bondholders Recovery = Distribution to Indenture Trustee on Account of Current Bondholders' Losses

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I get a payment?

Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to this notice to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order, that is, by 4:00 p.m. (Eastern) [Month 00], 2019. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. The Receiver will review and verify each submitted Claim Form. The Receiver will then file with the Court a report outlining the Receiver's determination as to whether the Claim Form will be allowed or disallowed (the "***Claims Report***"). Previous Bondholders who have submitted a Claim Form will have the opportunity to object to the Claims Report by filing an objection to the Claims Report within (14) days after the filing of the Claims Report. Objections to the Claims Report will be determined by the Court. If no objection is timely filed to the Claims Report, the Claims Report shall be the final, binding determination on the allowance or disallowance of each Claim Form.

CURRENT BONDHOLDERS ARE EXEMPT FROM THE REQUIREMENT OF SUBMITTING A CLAIM FORM. THE SETTLEMENT PROCEEDS DUE CURRENT BONDHOLDERS WILL BE DISTRIBUTED TO

THE INDENTURE TRUSTEES WHO WILL DISTRIBUTE THE FUNDS TO THE CURRENT BONDHOLDERS.

9. When would I get my payment?

If the Settlement is approved, we do not know when current and previous Bondholders will get their payments. The Court will hold a hearing on [Month 00], 2019, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement. Please be patient.

10. What am I giving up to get a payment?

You cannot exclude yourself from the Settlement, and that means that you can't sue, continue to sue, or be part of any other lawsuit against CRI, its members or employees about the legal or factual issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. This is true whether or not you submit a Claim Form.

11. Can I get out of the Settlement?

No. You cannot exclude yourself from this Settlement. If the Court approves this Settlement, you will be subject to what is called a "Bar Order." That Bar Order will prevent the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any claims against CRI and related parties, including its members and employees relating to the Bonds. This Bar Order will only be entered if the Court approves the Settlement.

THE LAWYERS

12. Do I have a lawyer in the case?

No. The Receiver is represented by the law firms of Waller Lansden Dortch & Davis, LLP in Nashville, TN, and Whiteford Taylor & Preston, LLP in Baltimore, MD. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

The Receiver's attorneys will ask the Court to approve payment of attorneys' fees and costs of up to $2,243,065, comprised of a fee award of $2 million and costs of $243,065. The fees awarded would pay the Receiver's counsel for investigating the facts, asserting and pursuing the Claims against CRI, negotiating and obtaining approval of the Settlement, and providing the notice called for by the Settlement. The costs awarded would reimburse the Receiver and his attorneys for out-of-pocket costs incurred by them in asserting and pursuing the Claims and the Settlement. The fee amount of $2 million is based on a contingent fee of 20% agreed upon between the Receiver and his counsel previously approved by the Court. These amounts will be deducted from the Settlement amount of $10,000,000. CRI has agreed not to oppose these fees and expenses.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

You can tell the Court that you don't agree with the Settlement or some part of it.

You can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must mail your written objection to the Clerk of the United States District Court for the District of New Jersey, United States Courthouse, Martin Luther King Building, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, so that it is received no later than [Month 00], 2019.

All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Settlement, the Bar Order and Judgment, or the Receiver's request for approval of Receiver's attorneys' fees and costs; and

f. if the Person filing the objection wishes to appear and be heard at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear and be heard at the final approval hearing without filing a written objection and request to appear and be heard at the final approval hearing. Your written objection must be mailed to all of the following different places:

COURT	RECEIVER'S COUNSEL	CRI'S COUNSEL
Clerk of the Court United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101	**Waller Lansden Dortch & Davis, LLP** Blake D. Roth 511 Union Street, Suite 2700 Nashville, Tennessee 37219 and **Whiteford Taylor & Preston, LLP** William F. Ryan, Jr. 7 St. Paul Street, 15th Floor, Baltimore, MD 21202	**Duane Morris LLP** Thomas B.K. Ringe 30 S. 17th Street Philadelphia, PA 191903

INDENTURE TRUSTEES' COUNSEL		
Bank of Oklahoma Nora R. O'Neill Frederic Dorwart, Lawyers PLLC Old City Hall 124 East Fourth Street Tulsa, OK 74103-5027	U.S. Bank George M. Taylor III Burr & Forman, LLP 420 North 20th Street Suite 3400 Birmingham, AL 35203	UMB Bank, N.A. Thomas Longino Longino Public Finance LLC 2917 Central Avenue Suite 205 Birmingham, AL 35209

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [0:00 _M] on [Month 00], 2019, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015, Newark, NJ 07101, in Courtroom [__]. At the Final Approval Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court may also decide how much to pay to the Receiver's counsel. If there are objections, the Court will consider them. At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long the decision will take.

16. Do I have to come to the hearing?

No. The Receiver's counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

17. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter objecting to the Settlement as provided for in answer to Question 14 above. You must also send a separate letter saying that it is your "Notice of Intention to Appear and be Heard in *SEC v. Edwards*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear and be Heard must be received no later than [Month 00], 2019, by the Clerk of the Court, the Receiver's Counsel, Defense Counsel, and Counsel to the Indenture Trustees at the addresses in answer to Question 14.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you are a current Bondholder and do nothing, you'll get money from this Settlement. If you are a previous Bondholder and do nothing, you'll get ***no*** money from this Settlement. In either event, if the Court approves the Settlement, your Claims against CRI covered by the Settlement will be barred.

GETTING MORE INFORMATION

19. Are there more details about the Settlement?

Yes. You can read the pleadings relevant to the Settlement that have been filed in the case. You can get a copy of these pleadings by visiting www.oxtonseniorlivingreceivership.com/ [settlement landing page].

20. How do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement and other pleadings related to the Settlement by visiting www.oxtonseniorlivingreceivership.com/ [settlement landing page].

DATE: [MONTH 00], 2019.

EXHIBIT A	
ISSUER	**CUSIP**
OPELIKA ALA MED CLINIC BRD HEALTHCARE FAC REV OPELIKA ALF LLC PROJ (AL)	683507AA5 683507AB3 683507AC1 683507AD9 683507AE7
MONTGOMERY ALA MED CLINIC BRD 1976 EAST REV FIRST MTG-WATERFORD PL ALF LLC (AL)	613061AG5 613061AH3
SAVANNAH GA ECONOMIC DEV AUTH REV FIRST MTG-SAVANNAH ALF LLC (GA)	80483CLN9 80483CLP4
CAVE SPRING HOUSING DEVELOPMENT CORPORATION FIRST MORTGAGE REVENUE BONDS (ROME ALF, LLC PROJECT (GA)	149596CF3 149596CG1
MONTGOMERY ALA MED CLINIC BRD 1976 EAST REV FIRST MTG-MONTGOMERY ALF LLC (AL)	613061AJ9 613061AK6
GAINESVILLE AND HALL CNTY GA DEV AUTH FIRST MTG-GAINESVILLE ALF, LLC (GA)	362754GT4 362754GU1 362754GV9 362754GW7
DOUGLAS-COFFEE CNTY GA INDL AUTH FIRST MTG REV OXTON PL DOUGLAS LLC PROJ-SER (GA)	258873AA6 258873AB4
COLUMBUS GA DEV AUTH REV FIRST MTG-COLUMBUS ALF LLC (GA)	19912HFH7 19912HFJ3 19912HFK0

CLAIM FORM

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY	**PREVIOUS BONDHOLDER CLAIM FORM**
Securities and Exchange Commission v. Edwards et al.	Case No. **2:17-cv-393-ES-SCM**
Name of Person/Entity Making Claim:	Received
Name and address where notices should be sent: Telephone Number: Email:	☐ Check this box if this claim amends a previously filed claim. Claim # _____
Name and address where payment should be sent (if different from above): Telephone Number: Email:	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim and attach a copy of such claim.

Amount Lost: $_____

Issuance(s) (attach additional pages if additional space is needed):

Issuer(s): _____

CUSIP No(s). _____

Loss Calculation (attach additional pages if additional space is needed):

CUSIP No(s): _____

No. of Bonds Purchased: _____ Date(s) Purchased: _____ Purchase Price(s): _____

No. of Bonds Sold: _____ Date(s) Sold: _____ Sale Price(s): _____

Supporting Documentation. You must attach copies of any documents that support your claim (including the basis for calculating your loss(es)), such as account statements, trade histories, purchase and sale directions/orders, itemized statements of accounts, other contracts, etc. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED.

If the documents are not available, please explain: _____

5. Signature. I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information and reasonable belief.

Print Name: _____

Title: _____

Company: _____ _____ _____
(Signature) (Date)

Mail Claim Form to: Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attn: CRI Settlement

EXHIBIT B

LEGAL NOTICE

If you bought bonds listed on the attached Exhibit "A," you could get a payment from a Settlement.

A Settlement in the amount of $10 million has been proposed to compensate investors who purchased certain Bonds issued by: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama (a full list of the Bonds at issue is attached as **Exhibit A**).

What's this about?

The Settlement resolves Claims made by the Receiver for the entities which were the ultimate beneficiaries of the Bond issuances and for the Bondholders of such entities over whether Carr, Riggs & Ingram, LLC ("***CRI***"), an accounting firm which performed various professional services for those entities, caused injuries to them and to the Bondholders. CRI denies it did anything wrong. The Court did not decide which side was right. But both sides agreed to the Settlement to resolve the Claims and get benefits to Bondholders. The two sides disagree on how much money, if any, could have been won if the Receiver had won at a trial.

Who's Included?

The Settlement includes anyone who currently or previously owned Bonds identified in **Exhibit A**.

You can get more information, including a detailed notice, at www.oxtonseniorlivingreceivership.com.

What does the Settlement provide?

Subject to Court approval, a $10 million fund will be created to compensate the purchasers of the Bonds, and to pay administration expenses and attorneys' fees and costs incurred by the Receiver. The fund will be allocated by the Receiver, in accordance with the proposed Distribution Plan. Complete details are found at www.oxtonseniorlivingreceivership.com.

How can I receive benefits?

Current Bondholders do not need to take any action to receive compensation from the Settlement. Previous Bondholders must timely and properly submit a Claim Form to receive compensation from the Settlement. The Claim Form is due ____, 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com.

What are my rights?

You cannot exclude yourself from the Settlement. You may submit written objection to the Settlement by **_____, 2019**. Whether you object or not, you will be bound by the Court's decision. If the Court approves the Settlement, your claims against CRI and related parties covered by the Settlement will be barred. That means you can't sue, continue to sue, or be part of any other lawsuit against CRI and related parties, including its members or employees about the legal or factual issues in this case.

The Court will hold a hearing on **_____, 2019 at ___ p.m. EST**, to consider whether to approve the Settlement and a request for attorneys' fees, plus reimbursement of costs and expenses. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

For more information or a Claim Form: www.oxtonseniorlivingreceivership.com

Exhibit "A"

The proposed Settlement impacts all persons who currently own or previously owned any of the Bonds identified in the list below.

CUSIP
683507AA5 683507AB3 683507AC1 683507AD9 683507AE7
613061AG5 613061AH3
80483CLN9 80483CLP4
149596CF3 149596CG1
613061AJ9 613061AK6
362754GT4 362754GU1 362754GV9 362754GW7
258873AA6 258873AB4
19912HFH7 19912HFJ3 19912HFK0

EXHIBIT C

WALLER LANSDEN DORTCH & DAVIS, LLP
Blake D. Roth
Ryan K. Cochran (admitted *pro hac vice*)
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Telephone: 615.244.6380
Email: blake.roth@wallerlaw.com
ryan.cochran@wallerlaw.com

Counsel for the Receiver

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM** **RECEIVER'S REQUEST FOR (I) ENTRY OF PRELIMINARY APPROVALS AND SCHEDULING ORDER, AND (II) MOTION FOR ENTRY OF ORDER APPROVING PROPOSED SETTLEMENT, THE PROPOSED NOTICE OF SETTLEMENT, AND TO ENTER THE BAR ORDER AND FINAL JUDGMENT** **MOTION DAY:** **June 17, 2019** **OBJECTION DEADLINE:** **June 3, 2019**

Derek Pierce, as receiver (the "***Receiver***"), respectfully submits this motion (the "***Preliminary Approval Motion***") requesting the Court to preliminarily approve a compromise (the

"***Settlement***"), memorialized in the Settlement and Release Agreement attached hereto as **Exhibit 1** (the "***Settlement Agreement***"), between the Receiver, BOKF, N.A. ("***Trustee BOKF***"), U.S. Bank, N.A. ("***Trustee U.S. Bank***"), and UMB Bank, N.A. ("***Trustee UMB***", and together with Trustee BOKF and Trustee U.S. Bank, collectively, the "***Indenture Trustees***"), Carr, Riggs & Ingram, LLC ("***CRI***"), and two of its employees Wink Laney ("***Laney***"), and Russ Frederick ("***Frederick,***" collectively with Laney and CRI, the "***CRI Parties***").

The Receiver further requests, as more fully set out below, that the Court enter the Scheduling Order attached hereto as **Exhibit 2**, approve the Notice attached hereto as **Exhibit 3**, approve the Short Form Notice attached hereto as **Exhibit 4**, and following the Final Approval Hearing (as defined below) enter the Bar Order and Judgment approving the Settlement attached hereto as **Exhibit 5**. The Receiver also requests that the Final Approval Hearing requested as part of the Scheduling Order be set before an Article III United States District Court Judge having jurisdiction over the receivership proceeding for a date at least ninety (90) days after the entry of the Scheduling Order. In further support of the Preliminary Approval Motion, the Receiver states the following:

SUMMARY OF REQUESTED RELIEF

1. On March 5, 2018, the Court entered its *Order Granting Receiver's Application For Order: (A) Authorizing Receiver to Pursue Claims Against Third Parties; (B) Approving Employment of Whiteford Taylor Preston, LLP as Special Counsel for Receiver to Pursue Claims Against Third Parties; and (C) Approving Proposed Recovery-Distribution and Cost-Sharing Methodology for Claims Against Third Parties* (the "***Claims Authorization Order***") (Dkt. No. 242).

2. As permitted by the Claims Authorization Order, the Receiver asserted claims

against the CRI Parties. The Receiver has reached a Settlement, subject to court-approval,[1] with the CRI Parties. The Settlement provides for a payment to the Receiver of Ten Million Dollars ($10,000,000) (the "***Settlement Amount***").

3. In exchange for the Settlement Amount, the CRI Parties seek total peace with respect to all claims that have been or could be asserted against the CRI Parties and the CRI Released Parties, and have conditioned the Settlement Agreement on the Court ordering such relief.

4. The Receiver's Preliminary Approval Motion seeks:

a. preliminary approval:

(i) of the Settlement;

(ii) of the Settlement Agreement;

(iii) of the Distribution Plan;[2]

(iv) of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor;

(v) of the Bar Order and Judgment approving the Settlement and this Agreement and enjoining claims against the CRI Released Parties as provided in the Bar Order and Judgment attached hereto as **Exhibit 5**;

b. a finding that the form and content of the Notice and Short form Notice attached hereto as **Exhibits 3 and 4**, respectively, and the proposed method and manner of dissemination and publication of the same are proper, timely, and adequate to satisfy due process requirements;

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[1] Trustee U.S. Bank will commence a separate Trust Instruction Proceeding, pursuant to Minn. Stat. 501C.0201, *et. seq*. (a "***TIP Proceeding***"), in Ramsey County, Minnesota District Court (the "***TIP Court***") seeking entry of an order (the "***TIP Order***") authorizing Trustee U.S. Bank to, *inter alia*, consent to the Settlement and execute the Settlement Agreement. Trustee U.S. Bank's consent to the Settlement and execution of the Settlement Agreement is subject to successfully obtaining entry by the TIP Court of the TIP Order. The Settlement itself is conditioned upon the TIP Order becoming Final before the conclusion of the Final Approval Hearing.

[2] Capitalized terms not otherwise defined herein shall have the meaning given them in the Settlement Agreement attached hereto as **Exhibit 1**.

c. a finding that the Indenture Trustees have met and fulfilled their respective duties to those Bondholders[3] who or which currently own a Bond in connection with the proposed Settlement and that their conduct and the approval of the Settlement Agreement is prudent and consistent with the Indentures and with applicable laws;

d. a finding that the Indenture Trustees have the right and authority under the Indentures to assert and assign the Current Bondholders Claims on behalf of those Bondholders who or which currently own a Bond;

e. a finding that the Indenture Trustees have acted prudently, in good faith, with sound business judgment, and in the best interests of the respective Bondholders in assigning the Current Bondholder Claims (as defined below) to the Receiver and entering into the Settlement Agreement;

f. a finding that the Indenture Trustees and the Receiver have the authority to grant the releases provided for in the Settlement Agreement;

g. the entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against any of the CRI Released Parties until further order of the Court; and

h. the entry of the Scheduling Order to:

(i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan, and Bar Order and Judgment,

(ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor,

(iii) set the deadline for responding to any objection so filed,

(iv) set the deadline and the manner for the submission of claims by previous Bondholders for distributions from the Net Settlement Proceeds,

(v) set the date, time and location of the final approval hearing before an Article III United States District Court Judge having jurisdiction over the receivership proceeding regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor (the "***Final Approval Hearing***").

[3] The Persons who or which currently own or previously owned a Bond are referred to collectively as the "***Bondholders***" and singularly as a "***Bondholder***."

RELEVANT FACTUAL BACKGROUND

5. The Claims Authorization Order gave the Receiver the power to pursue possible claims against third parties arising out of actions and omissions relating to or in connection with the Receivership Entities,[4] including assigned claims, and provided that the Indenture Trustees had the authority to pursue and assign claims against third parties to the Receiver to be pursued by its general counsel and special counsel. (Dkt. No. 242, Claims Authorization Order at ¶¶ 2, 3, 8)

6. The Claims Authorization Order further provided that Whiteford Taylor and Waller shall be compensated for their services on a contingency fee basis as provided in the Engagement Letter, which is Exhibit 1 to the *Declaration of William F. Ryan, Jr.*, filed in support of the Application, without the necessity of filing a further fee application. (Dkt. No. 242, Claims Authorization Order at ¶ 4).

7. The Borrowers at issue here, and their respective Bond Offerings are generally described as follows:

	Borrower/Offering	Offering Date
1.	Oxton Place of Douglas, LLC	Aug. 28, 2014
2.	Rome ALF, LLC	Dec. 17, 2014
3.	Savannah ALF, LLC	Jan. 16, 2015
4.	Gainesville ALF, LLC	Mar. 25, 2015
5.	Waterford Place ALF, LLC	May 14, 2015
6.	Montgomery ALF, LLC	May 29, 2015

[4] The Receivership Entities are: Oxton Village of Social Circle d/b/a Manor House of Social Circle, Senior Solutions of Social Circle, LLC, Oxton Senior Living, LLC, Oxton Village of Social Circle, LLC, Oxton Village Villas, LLC, Manor House Senior Living, LLC, Manor House of Social Circle LLC, Oxton Place of Montgomery d/b/a Manor House of Montgomery, Montgomery ALF, LLC, Oxton Place of Montgomery, LLC, Manor House of Montgomery, LLC, Oxton Place of Rome d/b/a Manor House of Rome, Rome ALF, LLC, Oxton Place of Rome, LLC, Manor House of Rome, LLC, Oxton of Savannah d/b/a Manor House of Savannah, Savannah ALF, LLC, Oxton Court of Savannah, LLC, Manor House of Savannah, LLC, Oxton Court at Waterford Place d/b/a Manor House of Waterford Place, Waterford Place ALF, LLC, Oxton Court at Waterford Place, LLC, Manor House at Waterford Place, LLC, Oxton Place of Columbus d/b/a Manor House of Columbus, Columbus ALF, LLC, Oxton Place of Green Island, LLC, Manor House of Columbus, LLC, Oxton Court of Opelika d/b/a Manor House Of Opelika, Opelika ALF, LLC, Oxton Court of Opelika, LLC, Manor House of Opelika, LLC, Oxton Place of Douglas d/b/a Manor House of Douglas, Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC, Oxton Place of Douglas Operations, LLC, Manor House of Douglas, LLC, Oxton Place of Gainesville d/b/a Manor House of Gainesville, Gainesville ALF, LLC, Oxton Place of Gainesville, LLC, Manor House of Gainesville, LLC.

7.	Columbus ALF, LLC	July 24, 2015
8.	Opelika ALF, LLC	Sept. 24, 2015

8. In conjunction with each separate Offering, CRI was engaged by each respective Borrower to examine and issue an independent accountant's report (the "***Report***") on the respective Borrower's forecasted financial statements (the "***Financial Forecasts***"), that was included in the official statement (the "***Official Statement***")[5] for each Offering. In addition to examining and providing a Report with respect to each Borrower's Financial Forecast, the CRI Parties provided other accounting services to each Borrower, including audit, compilation and tax services (the "***Other Accounting Services***").

9. The Receiver identified claims that the Receiver believes: (i) the Borrowers have against the CRI Parties for injuries the Receiver alleges were caused to the Borrowers with respect to the Offerings and the CRI Parties' Other Accounting Services (the "***Receivership Borrower Claims***"); (ii) the Indenture Trustees, on behalf of those Bondholders who or which currently own Bonds, have against the CRI Parties with respect to the Offerings and the CRI Parties' Other Accounting Services pursuant to the provisions of the respective indentures (the "***Indentures***") by which the Bonds were issued (the "***Current Bondholder Claims***") and (iii) those Bondholders who or which previously owned Bonds have against the CRI Parties with respect to the Offerings and the CRI Parties' other Accounting Services (the "***Previous Bondholder Claims***"). The Current Bondholder Claims are claims of the type with respect to which the Indenture Trustees have the right to pursue remedies and enforce rights on behalf of the Bondholders pursuant to each of the Indentures. As authorized in the Claims Authorization Order, the Indenture Trustees assigned to the Receiver the Current Bondholder Claims (the "***Assigned Bondholder Claims***," and together

[5] An "official statement" is a document prepared by, or on behalf of, a municipal issuer that provides information to investors about a specific bond being offered.

with the Receivership Borrower Claims and Previous Bondholder Claims, the "***Claims***"). (Claims Authorization Order, Dkt. No. 242 at ¶ 8).

10. On April 13, 2018, and May 3, 2018, respectively, the Receiver sent to the CRI Parties a *Demand Letter before Legal Action* and a *Supplement to Demand Letter before Legal Action* (together the "***Demand Letter***") identifying, among other causes of action, negligence and breach of contract claims against the CRI Parties on behalf of the Borrowers and the Bondholders with respect to the Offerings and the CRI Parties Other Accounting Services. In the Demand Letter, the Receiver also requested that CRI Parties engage in settlement negotiations and that, if the Claims could not be settled through negotiation, try in good faith to resolve the Claims in mediation before the Receiver initiated litigation (the "***Dispute***").

11. In response to the Demand Letter, and in an effort to avoid spending significant amounts of time and money litigating the complex and contentious Dispute, the Receiver and the CRI Parties (collectively, the "***Parties***") agreed to pursue a comprehensive resolution of the Dispute through consensual, non-binding mediation (the "***Mediation***") and retained Jed D. Melnick, a panelist at JAMS in New York, New York, as the third-party mediator (the "***Mediator***").[6]

12. A Mediation session was held on November 8 - 9, 2018, and attended by the Receiver, counsel for the Receiver, CRI, and counsel for the CRI Parties. Although the Parties made progress, they were unable to resolve the Dispute during that Mediation session.

13. Following the Mediation session and after further, arm's-length negotiations, the Parties reached a Settlement to resolve the Dispute, which has been memorialized in the Settlement

[6] Melnick has experience mediating, among others disputes, securities class actions.

Agreement, which is contingent on court-approval.[7] At its core, the Settlement provides that, in exchange for "global peace," CRI will pay the Receiver Ten Million Dollars ($10,000,000).

14. The principal terms of the Settlement Agreement for which the Receiver seeks approval from this Court are as follows:

i) Settlement Amount: the CRI Parties will pay the Receiver Ten Million Dollars ($10,000,000) within five (5) business days of the Settlement Effective Date, which amount will be deposited with the Receiver, and the Net Settlement Proceeds will, in turn, be distributed in accordance with the Distribution Plan.

ii) Release of Claims By the CRI Releasing Parties: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the CRI Releasing Parties will fully release the Settled Claims against the Receiver Released Parties and the Indenture Trustees Released Parties.

iii) Release of Claims by the Receiver Releasing Parties: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the Receiver Releasing Parties will release the Settled Claims against the CRI Released Parties.

iv) Release of Claims by Indenture Trustees: As of the Settlement Effective Date, as more fully described in the Settlement Agreement, the Indenture Trustees Releasing Parties will release the Settled Claims against the CRI Released Parties.

v) Global Peace: As a further condition of the foregoing terms, the Receiver and CRI Parties will seek entry of a Bar Order and Judgment providing as follows:

> The Court hereby permanently bars, restrains, and enjoins, the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and

[7] U.S. Bank's consent to the Settlement is also conditioned on entry of the TIP Order by the TIP Court, and the Settlement is conditioned upon the TIP Order becoming Final before the conclusion of the Final Approval Hearing.

all non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, and Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder, an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise.

RELIEF REQUESTED

15. Pursuant to this Motion, the Claims Authorization Order and this Court's broad equitable powers, the Receiver seeks entry of (I) an order preliminarily approving the Settlement as embodied in the Settlement Agreement, including entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against the CRI Parties and/or any of the CRI Released Parties until further order of the Court, and (II) entry of the Scheduling Order to (i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan and Bar Order and Judgment; (ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan,

the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) set the deadline for responding to any objection so filed; (iv) set the deadline and the manner for the submission of claims by Bondholders who or which previously held a Bond for distributions from the Net Settlement Proceeds; (v) set the date, time and location of the Final Approval Hearing before this Court regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor.

16. The Receiver seeks herein approval of a procedure similar to the procedure approved in another SEC receivership case. In *Ralph S. Janvey, in his capacity as court-appointed receiver v. Proskauer Rose, LLP, et. al.*, Case No.: 3:13-CV-0477-N-BG, in the United States District Court for the Northern District of Texas, as part of a settlement, the court approved and entered a final judgment and bar order enjoining third parties from asserting any and all claims against the settling defendant. In that case, the court first entered a scheduling order preliminarily approving the settlement agreement and notice procedures, and set deadlines for objecting to the settlement and bar order, and scheduled a final hearing to approve the settlement. The Scheduling Order, and the Final Judgment and Bar Order are attached hereto as **Exhibit 6**.

ARGUMENT

17. The Court has the authority to approve the Settlement and grant the related relief.

18. An equitable receivership's primary purpose is the marshaling of the estate's assets for the benefit of creditors. *S.E.C. v. Parish,* No. 2:07-cv-00919-DCN, 2010 WL 8347143, at *6 (D.S.C. Feb. 10, 2010) (citing *S.E.C. v. Hardy,* 803 F.2d 1034, 1038 (9th Cir. 1986)). Settlements and compromises are a normal part of the process of a receivership. *See, e.g., Protective Comm.*

for Indep, Stockholders of TMT Trailer Ferry, Inc. v. Anderson, 390 U.S. 414, 424 (1968) (quoting *Case v. Los Angeles Lumber Prods. Co., 308 U.S. 106, 130 (1939)); ReGen Capital III, Inc. v. Official Committee of Unsecured Creditors*, 282 B.R. 662, 668 (B.A.P. 8th Cir, 2002). A settlement by a receiver in a federal receivership is within the receiver's broad discretion and should be approved if it is fair. *Sterling v. Stewart*, 158 F.3d 1199, 1202 (11th Cir. 1998); *Gordon v. Dadante*, 336 Fed. Appx. 540 (6th Cir. 2009); *Securities and Exchange Commission v. Credit Bancorp, Lt*d., No. 99 Civ. 11395, 2002 WL 1792053 at *4-5 (S.D.N.Y. August 2, 2002); *Securities and Exchange Commission v. Princeton Economic International, Inc.*, No. 99 Civ. 9667, 2002 WL 206990 at *1 (S.D.N.Y. February 8, 2002).

19. A district court's determination of the fairness of a settlement by a receiver is subject to the sound discretion of the court and will be overturned only on a clear showing of abuse of discretion. *Sterling v. Stewart*, 158 F.3d at 1202 (quoting *Bennett v. Behring*, 737 F.2d 982, 986 (11th Cir. 1984)); *Gordon v. Dadante*, 336 Fed. Appx. at 545; *Securities and Exchange Commission v. Arkansas Loan and Thrift Corp*., 427 F.2d 1171, 1172 (8th Cir. 1970). "[R]eceivers benefit from the general presumption that district courts favor settlements." *Sterling*, 158 F.3d at 1202 (citing *In re Chicken Antitrust Litigation*, 669 F.2d 228, 238 (5th Cir. 1982). Indeed, settlement agreements are generally encouraged and favored by the courts, and "[in] the absence of mistake or fraud, a settlement agreement will not be lightly set aside." *Justine Realty Co, v. American Nat'l Can Co*., 976 F.2d 385, 391 (8th Cir. 1992).

20. No particular procedure applies to approval of a settlement under federal law in a receivership. *See, Gordon*, 336 Fed. Appx. at *548-49. "[N]o federal rules prescribe a particular standard for approving settlements in the context of an equity receivership; instead, a district court has wide discretion to determine what relief is appropriate." *Gordon*, 336 Fed. Appx. at *549. In

deciding whether to approve a compromise proposed by a receiver, federal courts have looked to the factors generally considered in determining whether a class action settlement is fair and reasonable, including: "(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved." *Bennett*, 737 F.2d 982, 986 (11th Cir. 1984); *see Sterling*, 158 F.3d at 1202; *Princeton Economic*, 2002 WL 206990 at *1 (quoting virtually identical test under *Arkansas Loan and Thrift Corp*., 427 F.2d at 1172); *cf. Anderson*, 390 U.S. at 424-25.

21. Additionally, courts in receivership proceedings have looked to decisions in other legal contexts, such as bankruptcy cases, for factors that may be weighed to reach an informed decision that the proposed settlement is fair and reasonable. *See Securities and Exchange Commission v. Princeton Economic International, Inc.*, 2002 WL 206990 at *1. The standards for approval of settlements in bankruptcy may also provide an appropriate analogy and list of factors to consider in approving a settlement in a receivership as "fair," and courts in class actions also look to those factors in reviewing proposed settlements. *See Newman v. Stein*, 464 F.2d 689, 692, n. 6 (2d Cir. 1972) (citing the standards set forth by the United States Supreme Court for approval of settlements in bankruptcy in *Anderson*, *supra*).

22. As a general rule, as in federal receiverships, settlements are also favored in bankruptcy. *See, e.g., In re Martin*, 91 F.3d 389, 393 (3d Cir. 1996) ("To minimize litigation and expedite the administration of a bankruptcy estate, compromises are favored in bankruptcy."). In facing "potentially costly litigation, with no guarantee as to the outcome, the bankruptcy trustee must tread cautiously-and an inquiring court must accord him wide latitude should he conclude

that the game is not worth the candle." *Mathews* at *4 (citation and quotation omitted).

23. Before pursuing litigation, a bankruptcy trustee must first determine "whether it would be prudent to eliminate the inherent risks, delays and expense of prolonged litigation in an uncertain cause" by entering into a settlement. *Mathews* at *2; *In re Diplomat Const., Inc.*, 454 B.R. 917, 921 (Bankr. N.D. Ga. 2011). In evaluating a proposed settlement, "[t]he court is neither to 'rubber stamp' the trustee's proposals nor to substitute its judgment for the trustee's, but rather to canvass the issues and determine whether the settlement falls below the lowest point in the range of reasonableness." *Matthews* at *2; *Diplomat* at 920 (same). A trustee's decision to enter into a settlement agreement must be "evaluated within the context of [the] [t]rustee's business judgment . . . ." *Mathews* at *4; *see In re W.T. Grant Co.*, 699 F.2d 599, 613 (2d Cir. 1983) (Bankruptcy judges are not required "to determine whether the settlement was the best that could have been obtained.").

24. The Third Circuit Court of Appeals has established four factors a bankruptcy court should consider in evaluating a proposed compromise:

(a) the probability of success in the litigation;
(b) the difficulties, if any, to be encountered in the matter of collection;
(c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and
(d) the paramount interest of the creditors.

Will v. Northwestern Univ. (In re Nutraquest, Inc.), 434 F.3d 639, 644 (3d Cir. 2006). "Courts consider these factors to determine the fairness, reasonableness and adequacy of a proposed settlement agreement." *In re Matthews*, No. 10-96519-MGD, 2014 WL 1277874, at *2 (Bankr. N.D. Ga. Mar. 11, 2014).

25. In addressing the propriety of a class action settlement, the District Court for The District of New Jersey in the case styled *In re PAR Pharm. Secs. Litig.*, No. 06-3226, 2013 U.S. Dist. LEXIS 106150, at *9–11 (D.N.J. July 29, 2013) stated as follows:

> Before giving final approval to a proposed class action settlement, the Court must determine that the settlement is "fair, adequate, and reasonable." *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975). In *Girsh*, the Third Circuit identified nine factors that a district court should consider when determining whether a settlement is fair, adequate, and reasonable:
>
> (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *Id.*
>
> "These factors are a guide and the absence of one or more does not automatically render the settlement unfair. Rather, the court must look at all the circumstances of the case and determine whether the settlement is within the range of reasonableness under *Girsh." In re Am. Family Enters.*, 256 B.R. 377, 418 (D.N.J. 2000) (citing *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158, 184 (E.D. Pa. 1997)).

26. While courts look to both the factors considered in approving class action settlements as well as settlements by a trustee in bankruptcy when considering whether to approve a settlement sought by a federal receiver, the factors considered and deferential standard of review applied by the federal court are substantially similar, if not identical, in each case.

27. Thus, the Court has the authority to approve the Settlement and the Settlement should be approved under either set of factors.

I. <u>This Settlement Satisfies the Factors for Evaluating Settlements in the Third Circuit.</u>

28. The claims and defenses of the Receiver and the CRI Parties were fully developed and explored in the course of their negotiations and the Mediation.

29. Generally, the Receiver alleged that the CRI Parties breached their obligations to the Borrowers and the Bondholders with respect to the Financial Forecasts and made misstatements by issuing in the CRI Reports "clean opinions" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that the CRI Parties: (i) lacked the

independence required to perform their responsibilities as independent certified public accountants in examining and preparing the Reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iii) failed properly to obtain support for and evaluate underlying assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. The Receiver asserted claims against CRI under various theories of recovery, including negligence, intentional tort, breach of contract, and breach of fiduciary duty.

30. For their part, the CRI Parties denied the Receiver's allegations and raised other defenses. The CRI Parties: (i) denied that they breached any obligations in connection with the Financial Forecasts and/or made any misstatements in the Reports; (ii) denied that they lacked the required independence; (iii) denied that they failed to disclose significant assumptions underlying the Financial Forecasts, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iv) denied that they otherwise failed to obtain support for or evaluate significant assumptions underlying the Financial Forecasts, including assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. To the contrary, the CRI Parties asserted that, in carrying out the engagements concerning the Financial Forecasts, CRI acted in conformity with AICPA guidance by performing such examination procedures as it considered necessary in the exercise of its professional judgment in the circumstances and by reasonably concluding, based on the preponderance of information, that management's

assumptions were suitably supported and provided a reasonable basis for management's Financial Forecasts.

31. The CRI Parties further contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the claims of the Receivership Borrowers were barred by the doctrine of *in pari delicto*; (ii) that all the Receivership Borrower Claims, the Current Bondholder Claims, and Previous Bondholder Claims lacked merit because of the inability of any to prove reasonable reliance on anything the CRI Parties did or said; and (iii) that the conduct and statements of the CRI Parties were not the proximate cause of any loss that either the Borrowers or the Bondholders might have sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties. In short, the CRI Parties vigorously denied any wrongdoing on any theory of liability, whether based on common law or statute and whether sounding in negligence, intentional tort, breach of contract, breach of fiduciary duty, or otherwise.

A. The Probability of Success Weighs in Favor of the Settlement.

32. Although the Receiver believes that the Claims have substantial merit, there is uncertainty as to whether prosecuting the Claims would ultimately produce a successful result for the Receivership Estate. The CRI Parties have asserted numerous defenses on the issues of causation, reliance and damages, among other issues.

33. This factor weighs in favor of the Settlement.

B. The Settlement Is Supported by the Complexity, Expense, Inconvenience, and Delay of Litigation.

34. The expense and delay of litigating the Dispute weigh heavily in favor of the Settlement.

35. Any causes of action pursued by the Receiver would involve extensive, lengthy, complex, and costly litigation without any guarantee of success.

36. Additionally, litigating the Dispute would involve highly complex factual issues involving a multitude of transactions among dozens of entities, including appraisers, bond counsel, underwriters, accountants, the Borrowers, investment brokers, and Bondholders. This, in turn, would require extensive discovery. Such an endeavor would be extremely time consuming and generate substantial delay and uncertainty in the final administration of this Receivership, which would constitute great inconvenience for Bondholders as they are forced to await final distributions, if any, for years.

C. The Settlement Is in the Best Interests of Bondholders.

37. The Settlement is in the best interests of Bondholders. Counsel for the Receiver has pursued the Claims under a contingency fee arrangement. The contingency fee arrangement provides for a contingency fee of 20% if the Claims are resolved without the necessity of filing suit, but that the contingency fee would increase to 40% once suit is filed. Approval of the Settlement is in the best interests of the Bondholders because it reduces the need to increase any potential recovery to account for the difference in the contingency fee payable from any potential recovery. Further, the time value of money principle favors accepting the Settlement now.

38. The Settlement secures a substantial monetary recovery for the Bondholders, without further delay, which in and of itself is in the best interest of all Bondholders. As this Court is aware, the Receiver has already sold the Borrowers' Facilities, which constituted substantially all of the Borrowers' assets and resulted in partial distributions to the Bondholders. The Settlement allows for an additional recovery to be paid to the Bondholders.

D. The Settlement Is "fair, equitable, and reasonable."

39. The Settlement Amount is material, the result of arms-length negotiations, and

results in the collection of an amount certain for the Bondholders.

40. The Receiver has sufficient information to enter into and endorse the Settlement. The Receiver retained a consulting expert witness to assist it in asserting the Claims. In deciding to accept the Settlement the Receiver has received, considered, and relied upon the advice and consultation of its consulting expert witness, its special counsel, and general counsel. Further, the Settlement, if approved, would provide a recovery to: (i) current Bondholders, and (ii) previous Bondholders who suffered a loss and timely and properly submitted a claim.

41. It is the Receiver's business judgment that the Settlement is "fair, equitable, and reasonable" and should be approved for all the foregoing reasons.

II. Additional Relief Requested

42. This Preliminary Approval Motion also seeks a preliminary finding from the Court that (a) the Distribution Plan is fair and equitable, (b) the Settlement Amount may be distributed as set forth herein, (c) the Notice and Short Form Notice of the Settlement, including the Indenture Trustees' posting notice of the same at EMMA (as defined below), is sufficient and effective in satisfaction of federal and state due process requirements and other applicable law to put the parties in interest, including the Bondholders, on notice of the Settlement, (d) the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in assigning the Current Bondholder Claims to the Receiver and in entering into the Settlement, (e) the Receiver and the Indenture Trustees have the authority to grant the releases provided for in the Settlement Agreement, and (f) the Bar Order and Judgment approving the Settlement and this Agreement and enjoining claims against the CRI Released Parties as provided in **Exhibit 5** hereto should be entered. In addition, the Preliminary Approval Motion seeks entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other

non-governmental Persons from prosecuting or pursuing any Settled Claim against any of the CRI Released Parties until further order of the Court.

A. The Distribution Plan is Fair and Equitable.

43. The Distribution Plan provides for the Net Settlement Proceeds to be fairly and equitably divided between: (i) first, the Borrowers, and (ii) second, the respective Borrowers' previous and current Bondholders.

44. The Claims Authorization Order provided that if proceeds were recovered by the Receiver, and to the extent that any such recovery is not allocated on a claim-by-claim basis, the distribution of proceeds to each Borrower for which a Claim was settled would be calculated as follows:

a. **First**, the total damages caused to all Receivership Entities, collectively, will be calculated as the deficiency on the bonds, after deducting the market value of substantially all assets of each Receivership Entity;

b. **Second**, for each Receivership Entity, the percentage share of proceeds will be calculated by dividing: (i) the deficiency on the bonds for such Receivership Entity; by (ii) the total damages caused to the Receivership Entities (calculated in accordance with the foregoing paragraph);

c. **Third**, the total distribution to be made to each Receivership Entity will be calculated by multiplying: (i) each Receivership Entity's percentage share of proceeds (calculated in accordance with the foregoing paragraph); by (ii) the (A) proceeds obtained by the Receiver less (B) the costs and expenses incurred by the Receiver pursuing the Claims; and

d. **Fourth**, the distribution made to each Receivership Entity will be distributed amongst the respective Indenture Trustees based upon the damages incurred by the bondholders.

(Claims Authorization Order, Dkt. No. 242 at ¶ 31).

45. Consistent with the allocation provided for in the Claims Authorization Order the Net Settlement Proceeds will be allocated between the Borrowers as follows:

Settlement Amount:	$10,000,000
Contingency Fee:	($2,000,000)
Dispute Related Expenses:	($243,065)
Net Settlement Proceeds:	$ 7,756,935

	Douglas BOKF	Rome BOKF	Savannah BOKF	Gainesville BOKF	Waterford BOKF	Montgomery UMB	Columbus BOKF	Opelika U.S. Bank	Total
Damages	$1,663,882	$3,917,403	$4,102,600	$2,851,125	$6,095,832	$5,287,563	$4,630,220	$4,730,599	$33,279,224
% Share	5.0%	11.8%	12.3%	8.6%	18.3%	15.9%	13.9%	14.2%	100%
Borrower's Allocation of Net Settlement Proceeds	$387,847	$915,318	$954,103	$667,096	$1,419,519	$1,233,353	$1,078,214	$1,101,485	$7,756,935

46. The allocation of the Net Settlement Proceeds between the Borrowers is: (i) being equitably distributed among the Borrowers in a manner consistent with the Indentures and with applicable law, (ii) calculated consistent with the allocation provided for in the Claims Authorization Order, and (iii) based on the amount of damages the respective Borrowers claim to have suffered as a result of the alleged Claims.

47. The Distribution Plan then provides for the Receiver to further allocate each Borrower's share of the Net Settlement Proceeds amongst the Borrower's previous and current Bondholders.

48. The Distribution Plan then allocates each Borrower's allocation of the Net Settlement Proceeds amongst that Borrower's previous and current Bondholders as follows:

Step-One: Determine Current Bondholder Loss of Principal and Interest for Each Borrower

Est. Current Bondholder Loss for each Borrower as listed in row (1) of the chart in paragraph 45 above

Step-Two: Determine the Previous Bondholder Loss for Each Borrower

i. (Price at Which Previous Individual Bondholder Bought Bonds - Price at Which Previous Individual Bondholder Sold Bonds) = (x%)
(All Previous Bondholder Losses + All Current Bondholder Losses)

ii. (x%) * Net Settlement Proceeds Allocated to Borrower = Previous Individual Bondholder's Recovery

iii. Only previous Bondholders who or which sold at a loss will be qualified to receive a distribution under the Distribution Plan. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the proposed Scheduling Order, and (b) submit a Claim Form in the form appended to the Notice attached as Exhibit "A" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the proposed Scheduling Order.

Step-Three: Determine Distribution to Current Bondholders of Each Borrower

Net Settlement Proceeds Allocated to Borrower - Total Previous Bondholders Recovery = Distribution to Indenture Trustee on Account of Current Bondholders' Losses

49. Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to the Notice attached as Exhibit "A" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the proposed Scheduling Order. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. Current Bondholders are exempt from the requirement of submitting a Claim Form. The Receiver will review and verify each submitted Claim Form. The Receiver will then file with the Court a report outlining the Receiver's determination as to whether the Claim Form will be allowed or disallowed (the "**Claims Report**"). Previous Bondholders who have submitted a Claim Form will have the opportunity to object to the Claims Report by filing an objection to the Claims Report within fourteen (14) days after the

filing of the Claims Report. If no objection is timely filed to the Claims Report, the Claims Report shall be the final, binding determination on the allowance or disallowance of each Claim Form.

50. Under the foregoing Distribution Plan, the allocated Net Settlement Proceeds among the Borrowers will be equitably distributed among the previous and current Bondholders by the Receiver and the Indenture Trustees.

51. The Distribution Plan is designed to compensate the previous and current Bondholders based on the damages each may have incurred. Thus, the Distribution Plan is fair and reasonable and should be approved by the Court.

B. The Proposed Distribution Plan Should be Approved as Set Forth Herein.

52. The Claims Authorization Order provides that Whiteford Taylor and Waller shall be compensated for their services on a contingency fee basis as provided in the Engagement Letter, which is Exhibit 1 to the Declaration of William F. Ryan, Jr., filed in support of the Application, without the necessity of filing a further fee application. (Claims Authorization Order, Dkt. No. 242 at ¶ 4).

53. The Engagement Letter provides for a twenty percent (20%) contingency fee on any recovery resulting from a settlement obtained before a lawsuit is filed and that the contingency fee would be split between Whiteford Taylor and Waller in accordance with an agreement between Whiteford Taylor and Waller. (Ryan Decl., Dkt. 208). Whiteford Taylor and Waller have agreed to divide the contingency fee as follows: $1,333,333 to Whiteford Taylor, and $666,667 to Waller. Upon receipt of the Settlement Amount, the Receiver proposes to distribute these amounts to Whiteford Taylor and Waller.

54. In addition to the contingency fee, the Engagement Letter also provides for the payment of all expert consultant and witness fees, litigation costs and travel expenses. These costs

and expenses are deducted from the Settlement Amount. The costs and expenses total approximately $243,065. The cost to give the U.S. Mail and advertising notice provided for in the Settlement is estimated to be $145,710. The Receiver's costs and expenses total $63,676 (including Healthcare Management Partners, LLC's ("***Healthcare Management Partners***") costs of $8,103, the Receiver's consulting expert witness Fust Charles Chambers, LLP "***Fust Charles***" $33,123, and the Mediator's fees of $22,450). Whiteford Taylor's costs and expenses total $20,872. Waller's costs and expenses total $12,807. Upon receipt of the Settlement Amount, the Receiver proposes to distribute these amounts to Healthcare Management Partners, Fust Charles, Whiteford Taylor, and Waller.

55. The distributions to counsel are consistent with the provisions of the Claims Authorization Order and should be approved.

56. The Receiver will also calculate the allocable portion of previous and current Bondholders' *pro rata* share of each Borrower's allocation.

57. The Receiver will then distribute funds from the Net Settlement Amount to previous Bondholders, who timely and properly submit a Claim Form and qualify for a distribution under the Distribution Plan, on account of all the alleged trading losses sustained by such Bondholders with respect to such Bonds. Current Bondholders are exempt from the requirement of submitting a Claim Form.

58. The Receiver will then distribute to the Indenture Trustees all remaining funds on account of the current Bondholders' losses of principal and interest on the Bonds. The Indenture Trustees will then distribute such funds for the benefit of current Bondholders.

59. It is the Receiver's business judgment that the funds should be distributed as set forth herein.

C. Notice of the Preliminary Approval Motion to Parties in Interest is Appropriate and Should Be Approved.

60. The Preliminary Approval Motion, and all of its exhibits have been served on or posted with DTC and EMMA (as described below) : (a) all parties that have appeared and requested notice in this case; (b) counsel to the Indenture Trustees; (c) the Underwriter for each Offering; (d) counsel to the Underwriter, at the time of the Offering, for each Offering; (e) to the Issuer for each Offering, (f) counsel to the Issuer, at the time of the Offering, for each Offering; (g) Bond Counsel for each Offering; (h) DTC and EMMA (both as defined below); (i) the parties set forth on the certificate of service for the Preliminary Approval Motion; (j) Bondholders who have identified themselves to the Indenture Trustees; and (k) the original purchasers of the Bonds, to the extent identified to the SEC by the Underwriters in the SEC's investigation of the Defendants in this case,.[8] In addition, the Receiver has cause the Preliminary Approval Motion (including exhibits thereto) to be posted on the Receiver's website (http://oxtonseniorlivingreceivership.com/).

61. Each series of Bonds was issued in book-entry only form and registered in "street name" to Cede & Co., as nominee for the Depository Trust Company ("***DTC***"). DTC is the

[8] As set out in paragraphs 61 and 62, the identity of the previous and current Bondholders is not known nor readily available to the Receiver or the Indenture Trustees. The SEC obtained a list of original purchasers of the Bonds from the underwriters in discovery. The Receiver is directly serving the individuals identified on the list provided to the SEC in discovery. The notice provided for in this case is reasonable given the difficulty and cost associated with individually identifying all the previous and current Bondholders. It would be cost prohibitive to attempt to provide direct notice to all previous and current Bondholders. To identify certain individual holders, the Receiver would have to order a Securities Position Report from DTC for each bond CUSIP as of a certain record date. The Securities Position Report would identify DTC's direct participants who hold Bonds for the benefit of beneficial holders on that single record date. Once the direct participant were identified, the Receiver could engage a proxy service to work with the direct participants to identify the "non-objecting beneficial holders" of each DTC participant as of that record date. In addition to non-objecting beneficial holders, Bonds could also be held by "objecting beneficial holders." Objecting beneficial holders are holders who object to providing their information to the proxy services. For the objecting beneficial holders the Receiver would have to rely on the brokers and advisors for the objecting beneficial holders to forward any notices. The Receiver estimates that the cost to identify the non-objecting beneficial holders for one issuance would be approximately $41,000 per record date. It is estimated that the Receiver could negotiate some cost savings, but it is reasonable to estimate that obtaining the list of non-objecting beneficial holders could cost as much as $320,000 (8 x $40,000). Given the cost, the Receiver believes the notice provided for herein is fair and reasonable.

primary securities depository in the United States that holds and provides asset servicing for securities deposited with it by its direct participants. DTC's direct participants are broker-dealers, banks, investment managers, and other financial firms. The direct participants (a) make purchases and sales of securities under the DTC system, (b) process payments with respect to the securities, and (c) forward notices to DTC's indirect participants and to beneficial holders of the securities. *See e.g.*, *Williams v. Gusky (In re President Casinos, Inc.)*, 502 B.R. 841, 844 (Bankr. E.D. Mo. 2013) (noting that DTC is a securities depository and clearing agency that engages in settling trades in corporate and municipal securities on behalf of DTC participants, which are typically banks and brokers); *Mashburn v. Nat'l Healthcare, Inc.*, 684 F. Supp. 679, 685 (M.D. Ala. 1988) (noting that DTC holds the securities in "street name," and, for those holders who are not DTC participants, the "street name" holders must forward documentation to the actual beneficial holders). The direct participants perform these functions for their respective customers, who may be other broker-dealers, banks, investment managers, and financial firms acting as custodians for other banks, institutional investors, corporations and individuals, each of which may or may not be the actual owner (*i.e.*, beneficial holder) of the securities.

62. With regards to the Bonds, DTC's records reflect only the identity of the direct participants to whose accounts the Bonds are credited. In turn, the direct participants' records generally reflect only the names of custodians or indirect participants that hold the Bonds for other parties who may or may not be the beneficial holders of the Bonds. Thus, neither the Indenture Trustees nor the issuers of the Bonds know the identity of the beneficial holders, except to the extent a Bondholder has expressly identified itself to an Indenture Trustee or issuer and provided satisfactory proof of such Bondholders' holdings. Thus, the Indenture Trustees provide informational notices of material events to known beneficial holders who have requested notice

by United States Mail postage prepaid, and unknown beneficial holders through DTC and to EMMA (as hereafter defined).

63. In addition, the Preliminary Approval Motion is being made available to the Bondholders by posting on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system ("***EMMA***"). EMMA is the publicly available, centralized repository for bondholder information and is freely available to any person, including the Bondholders, via the internet at http://emma.msrb.org/.

64. The Preliminary Approval Motion has been mailed directly to known Bondholders who have requested notice and provided to DTC for dissemination to the direct participants. In addition, at the same time the Preliminary Approval Motion was provided to DTC, the Indenture Trustees have caused the Preliminary Approval Motion to be made available to the Bondholders by posting on EMMA.

65. The notice provided of the relief sought in the Preliminary Approval Motion by way of EMMA is standard in the tax-exempt bond marketplace and is reasonably calculated to appraise Bondholders of the terms of the Settlement and Settlement Agreement, and provide notice to Bondholders and other parties in interest of the relevant, proposed objection, claim submission and other deadlines associated with the Preliminary Approval Motion and are in a form that provide Bondholders with a reasonable and sufficient amount of time to present their objections and claims, if any. Thus, the Bondholders have receive adequate notice of the Preliminary Approval Motion.

66. The foregoing notice is also reasonably calculated to provide notice to parties in interest of the relief sought in the Preliminary Approval Motion and the relevant, proposed objection and other deadlines associated with the proposed Final Approval Hearing.

D. Notice Provided For in The Proposed Scheduling Order to Parties in Interest is Appropriate.

67. Upon entry of the Scheduling Order and approval of the Notice, the Receiver proposes to disseminate the Scheduling Order and Notice appended hereto as **Exhibit 3** to: (a) all parties that have appeared and requested notice in this case; (b) counsel to the Indenture Trustees, (c) to the Underwriter for each Offering, (d) to counsel to the Underwriter, at the time of the Offering, for each Offering, (e) to the Issuer for each Offering, (f) counsel to the Issuer, at the time of the Offering, for each Offering, (g) to Bond Counsel for each Offering, (h) DTC and EMMA (both as defined below), (i) the parties set forth on the certificate of service for the Motion, (j) to Bondholders who have identified themselves to the Indenture Trustees and requested notice, and (k) the original purchasers, to the extent identified to the SEC by the Underwriters in the SEC's investigation of the Defendants, of the Bonds. In addition, the Receiver shall cause the Notice and Scheduling Order to be posted on the Receiver's website (http://oxtonseniorlivingreceivership.com/).

68. Further, the Notice provides parties in interest with the following: (a) the claims asserted by the Receiver against the CRI Parties and the defenses asserted by the CRI Parties to such claims; (b) the material terms of the Settlement Agreement; (c) the rights and obligations of Interested Parties with regard to the Settlement, including the Distribution Plan; (d) the right of Interested Parties to object to the Settlement, the Settlement Agreement, and the Bar Order and Judgment; and (e) the manner and timing for which objections to the Settlement, Settlement Agreement, and the Bar Order and Judgment must be made.

69. Further, upon entry of the Scheduling Order and approval of the Short Form Notice attached hereto as **Exhibit 4**, the Receiver proposes to publish the Short Form Notice once a week for three consecutive weeks in each of the following newspapers commencing no later than seven

(7) calendar days after the date the Scheduling Order is entered: The Wall Street Journal and U.S.A. Today.

70. The foregoing Notice and Short Form Notice is also reasonably calculated to provide notice of the Settlement, notice of the terms of the Settlement, and notice to parties in interest of the relevant objection, claim submission and other deadlines associated with the Final Approval Hearing, and should be approved by the Court.

E. The Indenture Trustees Have Acted Prudently, in Good Faith, and in the Best Interests of those Bondholders who or which currently own Bonds in Assigning the Current Bondholder Claims to the Receiver and in Entering into the Settlement.

71. Subject to court approval of the Settlement, the Indenture Trustees have agreed to release the CRI Parties, and the Indenture Trustees' agreement to release the CRI Parties is both necessary to obtaining the Settlement and increases the value of the Settlement Amount. The communications and analysis relating to negotiations conducted before, during and after the Mediation are privileged and confidential by law and pursuant to paragraphs 4 and 73 of the Settlement Agreement, and, therefore, cannot be disclosed in detail; however, the Settlement set forth in the Settlement Agreement was a product of intense, arm's-length negotiations concluded amongst sophisticated parties with differing and conflicting interests.

72. The Indenture Trustees considered the risks, costs, and benefits associated with litigating the Dispute in the absence of a consensual resolution and, in consultation with both Receiver's special counsel, Receiver's general counsel, and their own counsel, concluded in their good faith judgment that the Settlement is reasonable, prudent, and in the best interests of those Bondholders who or which currently own Bonds.

73. Subsequent to an Event of Default (as defined in the applicable indenture) that has not been cured or waived, the applicable indenture requires that the Indenture Trustees must use the same degree of care and skill in their exercise of the rights and powers vested in them by the

indenture as a prudent man would exercise under the circumstances in the conduct of his own affairs. The court in *LNC Investments, Inc. v. First Fidelity Bank, N.A.*, 1997 WL 528283, No. 92 Civ. 7584 MBM (S.D.N.Y. August 27, 1997), stated that "[i]n determining whether a trustee has acted with prudence, a court must: 'look at the facts as they exist at the time of their occurrence, not aided or enlightened by those which subsequently take place'; for it is an obvious truth that 'a wisdom developed after an event, and having it and its consequences as a source, is a standard no man should be judged by'; and it is impossible to say that trustees are wanting in sound discretion 'simply because their judgment turned out wrong.'" 1997 WL 528282 at *17 (*citing In re Clark's Will*, 177 N.E. 397 (1931)). The *LNC Investments* court further went on to say that "[a] trustee will not be held liable for a mere error in judgment, . . . so long as the trustee's decision was the result 'of careful and informed deliberation,'" and that "a trustee will not be liable for choosing between two prudent courses so long as 'an overall and knowledgeable judgment was brought to bear' and the trustee's conduct under all the circumstances was prudent." *Id.*

74. The Receiver, after consultation with the Indenture Trustees, and the Receiver's special counsel and general counsel, asserts that the Settlement is "fair, equitable, and reasonable," in amount and in the manner in which the Net Settlement Proceeds are to be allocated and distributed among the Indenture Trustees those bondholders who or which currently own Bonds and those Bondholders who or which previously owned Bonds, and in the best interests of all previous and current Bondholders. The Indenture Trustees have relied on their own business judgment, as well as experienced counsel and consulted with the Receiver and his counsel in analyzing the Claims and the reasonableness of the Settlement, which resulted from arm's-length negotiations between sophisticated parties with the assistance of a mediator.

75. The United States Bankruptcy Court for the Southern District of New York has found that similar evidence supports a finding that an indenture trustee has acted in good faith and in the best interests of its constituents. In *In re Residential Capital, LLC*, 497 B.R. 720 (Bankr. S.D.N.Y. 2013), the court noted that the trustee had acted reasonably, in good faith, and in the best interests of its constituents in entering into a reasonable settlement that was the result of arm's-length negotiations among sophisticated parties. 497 B.R. at 742. Further, the *Residential Capital* court noted that in evaluating and accepting the settlement the trustee sought and received the advice of competent counsel they had retained to advise them in the case. *Id.*

76. Thus, the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in entering into the Settlement Agreement, which includes the Indenture Trustee Releases.

F. The Indenture Trustees have the Authority to Execute the Releases Provided for in the Settlement Agreement.

77. Each applicable Indenture expressly vests in the Indenture Trustee alone the right to exercise the rights and remedies of those Bondholders who or which currently own Bonds in the event of a default, including bringing suit to enforce those Bondholders' rights and remedies, subject only to the right of holders of a majority in principal amount of the Bonds then outstanding to instruct the Indenture Trustee or when an applicable percentage in principal amount of Bonds then outstanding shall have requested the Indenture Trustee to take specific remedial action and the Indenture Trustee has failed to act after having been offered satisfactory indemnity. Neither exception has occurred.[9]

[9] The Bonds are conduit municipal bonds. In a conduit municipal bond offering, a municipal entity serves as the issuer, and issues the bonds on behalf of a "conduit" borrower. The conduit borrower then agrees to make payments to the bondholders. In this case, each conduit municipal issuer has assigned its interests in the assets of each Borrower to the applicable Indenture Trustee. Page 2-3 of the Waterford-BOKF Indenture provides that the issuer has "given, granted, assigned and pledged and does by these presents give, grant, assign and pledge to the Trustee" all "right, title

78. Therefore, as a result of defaults by each of the Borrowers, the Indenture Trustees have the power and authority to commence remedial procedures on behalf of those Bondholders who or which currently own Bonds as regards to the Current Bondholder Claims, and negotiate and agree upon settlements with respect to the Current Bondholder Claims. In the this case the Indentures Trustees have exercised their power and authority to assign claims on behalf of those Bondholders who or which currently own Bonds to the Receiver as provided for in the Claims Authorization Order and paragraph 32 of the Settlement Agreement.

79. Thus, the Indenture Trustees, as the party authorized to represent and assert claims on behalf of those Bondholders who or which currently own Bonds have the authority[10] to enter into the Settlement Agreement, including granting the releases. *See In re Delta Air Lines, Inc.*, 370 B.R. 537, 548 (Bankr. S.D.N.Y. 2007) ("Implicit in the authority to commence proceedings to remedy defaults is the power to negotiate and agree upon settlements, subject to the power to direct in writing by [the requisite amount] of the Bondholders."); *In re Residential Capital, LLC*, 497 B.R. at 748 (noting that the trustee is the party authorized to represent the beneficiaries of the trust and has the authority to enter into settlement agreements).

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and interest of the Issuer" in right to payment on the Bonds and its interests in the Borrower's assets. Similar provisions exist in each of the other seven Indentures. *See generally* Columbus-BOKF Indenture at pgs. 2-3 (same); Rome-BOKF Indenture at pgs. 2-3 (same); Gainesville-BOKF Indenture at pgs. 2-3 (same); Savannah-BOKF Indenture at pgs. 2-3 (same); Douglas-BOKF Indenture at pgs. 2-3 (same); Opelika-U.S. Bank Indenture at pgs. 2-3 (same); Montgomery-UMB Indenture at pgs. 2-3 (same).Section 902 of the Waterford-BOKF Indenture provides that "[u]pon the occurrence of an event of default the Trustee shall have the power to proceed with any right or remedy granted by the Constitution and laws of the State, as it may deem best in its sole discretion, including any suit, action or special proceeding in equity or at law . . . for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect the rights aforesaid . . . ." Section 909 of the Waterford-BOKF Indenture further provides that "[n]o holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law . . . unless . . . [certain conditions which have not occurred are met, including providing the Trustee with indemnity]." Similar provisions exist in each of the other seven Indentures. *See generally* Columbus-BOKF Indenture at §§ 902, 909 (same); Rome-BOKF Indenture at §§ 902, 909 (same); Gainesville-BOKF Indenture at §§ 902, 909 (same); Savannah-BOKF Indenture at §§ 902, 909 (same); Douglas-BOKF Indenture at §§ 902, 909 (same); Opelika-U.S. Bank Indenture at §§ 902, 909 (same); Montgomery-UMB Indenture at §§ 902, 909 (same).

[10] Such authority exists absent objection by the requisite levels of Bondholders, a situation which has not occurred with respect to any related series of Bonds.

G. An Order Permanently Barring and Restraining Proceedings Against Any of the CRI Parties by Non-parties to the Settlement Agreement is Necessary and Proper

80. The CRI Parties have represented to the Receiver that to the best of their knowledge, information and belief, there is no other current pending litigation against the CRI Parties that in any way relates to, is based upon, arises from, or is connected with any one or more of the Offerings, the Official Statements, the Financial Forecasts, the Bonds, the Facilities, the CRI Parties' relationship with the Borrowers or Receivership Entities and any party to this case or the subject matter of this case, or any of the Claims.

81. As a condition to the Settlement, CRI Parties have demanded "global peace" with respect to all claims that have been, could have been, or could be asserted against any of the CRI Parties and the CRI Released Parties by any Person arising out of or related to the events leading to these proceedings.

82. Thus, in the Settlement Agreement, the Receiver has agreed to seek an Order from the Court that enjoins all Persons, including previous, present, and future Bondholders, from asserting claims against any CRI Party and any of the the CRI Released Parties arising out of or related to the events leading to the Dispute, and with respect to all claims that have been, could have been, or could be asserted against any CRI Party or any of CRI Released Parties by any non-governmental Person, arising from or related to the Offerings, the Financial Forecasts, the Reports, the Bonds, the Facilities, this receivership proceeding, and/or the CRI Parties' relationship with the Borrowers and Receivership Entities and any defendant in this case, all as more fully set forth in paragraph 52 of the Settlement Agreement.

83. The Court has the power to issue an order enjoining new or existing litigation against the CRI Parties and the CRI Released Parties as part of its approval of this Settlement.

84. The Fifth Circuit Court of Appeals in affirming a district court's order approving a

"bar order" stated that the district court's powers include "the court's 'inherent equitable authority to issue a variety of 'ancillary relief' measures in actions brought by the SEC to enforce the federal securities laws." *See SEC v. Kaleta*, 530 Fcd. Appx. 360, 362 (5th Cir. 2013) (quoting *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980)). "Such 'ancillary relief' includes injunctions to stay proceedings by non-parties to the receivership." *See Kaleta*, 530 Fcd. Appx., at 362 (quoting *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980)).

85. Bar orders of the type sought here have been used in other receivership cases to achieve settlements. *See, e.g., SEC v. DeYoung*, 850 F.3d 1172, 1180-81 (10th Cir. 2017); *Gordon*, 336 F. App'x. at 549; *SEC v. Parish*, No.: 2:07-cv-000919, 2010 WL 8347143, at *4-7 (D.S.C. Feb. 10, 2010); *modified*, 2010 WL 8347144 (D.S.C. Apr. 8, 2010); *SEC v. Enterprise Trust Co.*, No. 1:08-cv-01260, slip op. at 2 (N.D. Ill. Jan. 29, 2009); *SEC v. Standford Int'l Bank Ltd.*, 2017 WL 9989250 (N.D. Tex. 2017); *Zacarias v. Willis Group Holdings Public Limited Company*, 2017 WL 6442190 (N.D. Tex. 2017), *appeal argued,* 17-11127 (5th Cir. Dec. 3, 2018).

86. In *Securities and Exchange Commission v. Stanford International Bank Ltd.*, 2017 WL 9989250 (N.D. Tex. 2017), the court approved a receivership settlement that included a stay of proceedings against the settling defendants by nonparties to the receivership settlement. In that case, the court overruled certain objections and determined that it could bar individual investor claims as part of a settlement, that enjoining pending claims was not prohibited by the Anti-Injunction Act, that enjoining pending claims did not violate the objectors' constitutional rights, and that the settlement agreement terms did not violate Rule 23 of the Federal Rules of Civil Procedure. *Id.* at *4-5.

87. In *Zacarias v. Willis Group Holdings Public Ltd. Co.*, 2017 WL 6442190 (Aug. 23, 2017), the court approved a settlement agreement entered into by the receiver for the Stanford

Receivership Estate in *SEC v. Stanford International Bank, Ltd.,* that included a bar and injunction of any contribution or indemnity claims against the settling defendants. *Id*. at *3.

88. The case of *SEC v. Parish*, 2010 U.S. Dist. LEXIS 11786 (D.S.C. 2010), also supports the approval of a settlement agreement conditioned upon the court's entry of a "bar order" enjoining the filing of and/or continued prosecution of claims by all Persons against the CRI Parties and CRI Released Parties that in any way relates to is based upon, arises from, or is connected with any one or more of the Offerings, the Official Statements, the Financial Forecasts, the Bonds, the Facilities, the CRI Parties' relationship with the Borrowers and the Receivership Entities and any party to this case or the subject matter of this case, or any of the Claims. In concluding that the court possesses the power to issue the bar order, the *Parish* the court stated that:

> By appointing a receiver in this matter, the court created a receivership estate over which it has in rem jurisdiction. That jurisdiction extends to all assets of the estate, including choses of action. Accordingly, this court has the power under the All Writs Act to issue [an] injunction in order to protect the estate's choses of action against the Settling Parties (including any settlement reached in connection with those claims).
> . . . "The power conferred by the [All Writs Act] extends, under appropriate circumstances, to person[s] who, though not parties to the original action or engaged in wrongdoing, are in a position to frustrate the implementation of a court order or the proper administration of justice and encompasses even those who have not taken any affirmative action to hinder justice."

Parish, 2010 U.S. Dist. LEXIS 11786 at *17-18 (citing *N.Y. Tel.*, 434 U.S. at 174).

89. The *Parish* court having determined the court had the power to issue a bar order then turned to the propriety of issuing a bar. The *Parish* court considered the following: (i) whether the proposed settlement was consistent with and furthers the purposes of the receivership, (ii) the likelihood that an individual investor could obtain a more favorable settlement, and (iii) whether another settlement could be obtained that would benefit as many aggrieved investors as stood to be benefited under the settlement agreement. *Parish*, 2010 U.S. Dist. LEXIS 11786 at *19-20.

90. The facts of this case are consistent with the factors considered in *Parish*. The Settlement will generate a return to Bondholders on their investment which is consistent with the receivership's purpose. The ability of the Receiver to obtain a Settlement Amount on behalf of all Bondholders, previous, present, and future, saves the time and expense of separate and protracted litigation by individual Bondholders and avoids a "free for all" effort to obtain a recovery from the CRI Parties. The ability of the Receiver to offer the CRI Parties "global peace" was necessary to achieving the Settlement and has increased the amount of the CRI Parties are willing to pay to compromise the Dispute. Finally, all aggrieved Bondholders stand to benefit if the Settlement is approved.

91. For these reasons, the "bar order" made a condition of the Settlement by the CRI Parties should be approved.

H. An Order Preliminarily Staying and Enjoining Prosecuting or Pursuing any Settled Claims Until Further Order of the Court is Necessary and Proper.

92. The Preliminary Approval Motion seeks entry of a preliminary stay and injunction against the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any Settled Claim against the CRI Parties and/or any of the CRI Released Parties until further order of the Court.

93. The Bar Order and Judgment are an essential component of the Settlement. The entry of a preliminary stay and injunction while the Court considers the Settlement is necessary to preserve the *status quo* pending the Court's consideration of it, and, indeed, is necessary to preserve the Settlement itself, as well as ato avoid the incurrence of further litigation costs for the Parties.

94. The entry of a preliminary stay and injunction while the Court considers the Settlement is also consistent with provisions of the Receivership Order staying action of any nature against any Receivership Property. (Dkt. No. 7, Receivership Order at ¶¶ 31-33).

CONCLUSION

95. The Settlement should be approved because it is a reasonable exercise of sound business judgment, is prudent, is fair, adequate and reasonable and is in the best interests of the Receivership Estate and Bondholders. Moreover, the contrast between the Settlement and litigating the Dispute is stark. Litigating the Dispute would be lengthy, costly and uncertain and could result in a lower recovery than the Settlement guarantees. In direct contrast, if the Settlement were approved by this Court, it would provide immediate and concrete benefits to the Borrowers and the Bondholders.

96. At its core, the Settlement would provide a substantial recovery to the Receivership Estate while "eliminating the inherent risks, delays and expense of prolonged litigation in an uncertain cause." *Diplomat* at 920. For this reason, and all of the foregoing reasons discussed herein, the Receiver submits that the Settlement falls well within the reasonable range of litigation possibilities and is in the best interests of the Receivership Estate and the Bondholders; therefore, the Settlement should be approved.

WHEREFORE, PREMISES CONSIDERED, the Receiver respectfully requests the Court:

a. grant the relief requested in this Preliminary Approval Motion,

b. enter the proposed Scheduling Order as set forth in **Exhibit 2** hereto, *inter alia*, approving the content and method and manner of dissemination and publication of the Notices set forth in **Exhibits 3 and 4 hereto,** and setting the Final Approval Hearing for a date at least ninety (90) days after the entry of the Scheduling Order; and

c. following the Final Approval Hearing, enter the Bar Order and Judgment set forth in **Exhibit 5** hereto, *inter alia*:

i. approving the Settlement;

ii. barring claims; and

iii. approving payment of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor; and

d. and grant such other and further relief as it deems just and proper.

Dated: May 24, 2019

Respectfully submitted,

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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM** **DECLARATION OF SERVICE**

I, the undersigned, declare that on the date set forth below, I caused a true and correct copy of the following documents to be filed with this court's CM/ECF system, and this court's CM/ECF system electronically served all parties entitled to receive notice of the following documents:

1. Receiver's Request for (I) Entry of Preliminary Approvals and Scheduling Order, and (II) Motion for Entry of Order Approving Proposed Settlement, The Proposed Notice of Settlement, and to Enter the Bar Order and Final Judgment; and
2. This Declaration of Service.

In addition, I caused true and correct copies of the foregoing to be served by regular United States mail, postage prepaid, and electronic mail on the following parties:

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23530 SIERRA RD
LAND O LAKES FL 346396110

JOHN TODD
5628 GULF STREAM ST
TAVARES FL 327789240

GLORIA POWLEY
84 VENTURE CT
BRASELTON GA 305171888

SAM SMITH
10418 LEAR ST
SPRING HILL FL 346084151

SANDRA TODD
5628 GULF STREAM ST
TAVARES FL 327789240

THE LORETTA M QUIRING LIVING
350 FIELD AVE APT 5
CANON CITY CO 812122684

JANICE SONJARA TRUST
5806 BEAURIVAGE AVE
SARASOTA FL 342432690

THE VAADI TRUST
4629 GLENBROOKE TER
SARASOTA FL 342434324

RICHARD VILASI
709 RIVIERA DR
SUN CITY CENTER FL 335735536

HELEN YIN
16717 W IBARRA CT
SURPRISE AZ 853878268

KENT CAMPBELL
3559 CLUSTER CT
THE VILLAGES FL 321632791

THE GLORIA JANE WAGNER
REVOCABLE
17787 SE 108TH AVE
SUMMERFIELD FL 344916940

ZHAO ZENG
18067 W CAMINO REAL DR
SURPRISE AZ 853748914

MARK CANNON
4490 CINDY RD
LAKELAND FL 338102490

JEANETTE WEBER
4518 AMOROSA WAY
SAN ANTONIO TX 782612895

ZHAO ZENG
18067 W CAMINO REAL DR
SURPRISE AZ 853748914

QUINCE CANNON
4137 DERBY DR
LAKELAND FL 338094077

JERRY & JEANETTE WEBER REV TR
4518 AMOROSA WAY
SAN ANTONIO TX 782612895

CHARLES AMANTE
1023 SOLEDAD WAY
THE VILLAGES FL 321599113

QUINCE A CANNON REV LIVING TRUST
4137 DERBY DR
LAKELAND FL 338094077

2004 WETTER FAM REV LIV TRUST
490 N BEACON POINT LOOP N
LILLIWAUP WA 985559623

GLORIA BERG
333 LAKE HOWARD DR NW APT 213A
WINTER HAVEN FL 338802306

SHEILA CANNON
4490 CINDY RD
LAKELAND FL 338102490

WHITMORE FAMILY TRUST
2828 ROSEWELL PL
THE VILLAGES FL 321623315

LOUISE BLACK
2804 DERBYSHIRE AVE
LAKELAND FL 338034180

WARREN CHACE
424 RANCHWOOD DR
LEESBURG FL 347488128

THE RON & CHERYL WIENER TR
13101 N TAILWIND DR
TUCSON AZ 857559508

LELAND BODMER
520 SWAN DR
SEBRING FL 338756292

CLARENCE A & BARBARA A CHIPMAN
5285 N STATE RD
ORLEANS MI 488659723

BARBARA WILLIAMSON
PO BOX 26
WEBSTER FL 335970026

HILDA BOSTICK
1705 FLORAHOME WAY
THE VILLAGES FL 321632199

THE CIABOTTI FAMILY TRUST
1490 KILLINGSWORTH WAY UNIT 114
THE VILLAGES FL 321622185

STEVEN WINFIELD
5735 NEW PARIS WAY
ELLENTON FL 342227254

CAROLYN BURNETT
1320 SKYLINE DR
TAVARES FL 327782533

KAZUKO COLBATH
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

STEVEN L WINFIELD &
5735 NEW PARIS WAY
ELLENTON FL 342227254

JOHN & MARGARET BUSCH TRUST
3344 ROANOKE ST
THE VILLAGES FL 321627104

CAROLYN W. CONWAY LIVING TRUST
1675 SUNSET RIDGE DR
THE VILLAGES FL 321622229

JAMES COX
5316 53RD AVE E LOT R30
BRADENTON FL 342035613

ARLIN DOTY
4856 COLONNADES CIR W #117
LAKELAND FL 338111572

ALETHA M FOHRMAN &
13017 PENEFIELD LN
HUNTLEY IL 601427852

GLENN CRIBBS
1323 ITCHEPACKESASSA DR
LAKELAND FL 338100160

MICHAEL CRONIN
677 BARNACLE CT
ENGLEWOOD FL 342236561

THE RICHARD V DAHL REVOCABLE
C/O RICHARD V DAHL FOUNDERS
RIDGE 6600 AUTO CLUB RD #355
BLOOMINGTON MN 554382789

DAVIS LIVING TRUST
16743 SE 77TH NORTHRIDGE CT
THE VILLAGES FL 321628361

TODD A DEAN &
PO BOX 285
MOUNT LOOKOUT WV 266780285

THE RAYMOND G DEVRIES TRUST
U/I
1316 PAMONA LN
THE VILLAGES FL 321599172

PAUL DILLEN
2902 EVINS MILL RD
SMITHVILLE TN 371665141

EVELYN DOLOR
2419 EMERALD LAKE DR APT 210
SUN CITY CENTER FL 335733804

DAVID DUCH
5103 SILHOUETTE CT
SPRING HILL FL 346074403

EVELYN DURANT
1559 BIRCHWOOD DR N
MOBILE AL 366934922

HIRAM DURANT
1559 BIRCHWOOD DR N
MOBILE AL 366934922

RAUSINE EDWARDS
4028 GLEN GARRY RD W
CALENLANO
LAKELAND FL 338131637

ROBERT EDWARDS
12 FAIRWAY CT
QUEENSBURY NY 128049756

THE ANDRAS FABRY TRUST
3547 53RD AVE W UNIT 193
BRADENTON FL 342103489

ELIZABETH FARREL
114 WOODLAKE DR
GOODVIEW VA 240952427

THE MILDRED FEY TRUST
721 VISTA PL
THE VILLAGES FL 321593033

FREDERICK FAM REV LIV TRUST
2208 JASPER WAY
THE VILLAGES FL 321623358

JOSEPH FREDETTE
PO BOX 523
MANCHESTER PA 173450523

HAROLD FRENCH
139 SHOBER LN
MONROE VA 245742596

WANDA FRENCH
200 HILLSBORO DR
NORTH TAZEWELL VA 246309533

GERTRUDE FRENCH
3697 DANTE MOUNTAIN RD
CLINCHCO VA 242268507

DAVID FRENCH
924 ARKLEY DR
VIRGINIA BEACH VA 234624650

HAROLD FRENCH JR
139 SHOBER LN
MONROE VA 245742596

TINA FRITZ
1729 CHESTWOOD DR
VIRGINIA BEACH VA 234537015

THE MARA T DONADIO REVOCABLE
700 LA PENINSULA BLVD UNIT 205
NAPLES FL 341134040

ROBEN GAFTMAN
1894 SASSPARILLA WAY
THE VILLAGES FL 321623868

LANA GARDNER
580 LITTLE RIVER PATH
THE VILLAGES FL 321626027

THOMAS GEARHART
10373 S 200 W
SILVER LAKE IN 469829019

MARK I GERMANN TRUST
941 TALAPIA LOOP
THE VILLAGES FL 321624090

DEBASHIS GHOSHAL
6033 GLENEAGLES CIR
SAN JOSE CA 951382372

IRA GILES
402 GREENFIELD CT
MARIETTA GA 300683211

THOMAS GORMAN
32 RIDGE RD
GROTON CT 063408929

EDITH FLOOD
139 BEVERLY DR
WINTER HAVEN FL 338842002

SYLVIA GULLAGE
5532 NW 27TH PL
OCALA FL 344828747

GREGORY HANSON
1823 SCARBORO CT
THE VILLAGES FL 321621670

JANE HARBECKE
4224 LIRON AVE APT 102
FORT MYERS FL 339167822

WALTER HARBECKE
4224 LIRON AVE APT 102
FORT MYERS FL 339167822

EDWIN HAZELRIGG
1426 MASENO DR
VENICE FL 342924634

JOSEPH HICKEY
4112 GLEN GARRY RD E
LAKELAND FL 338131633

WELDON HONEYCUTT
139 ARROWHEAD LN
HAINES CITY FL 338449711

HARVEY FROMME
PO BOX 267
RINCON GA 313260267

HARRY K JACKLE & CLAIRE W JACKLE
6498 RAY RD APT 110
RALEIGH NC 276138847

DONALD A JACKSON
248 EGRET DR
HAINES CITY FL 338442357

DOLORES JOHNSON
3228 HAWKS RIDGE DR
LAKELAND FL 338104010

THOMAS J KELLY TR
3 MECKAUER CIR
BETHEL CT 068011260

JANIS KOCH
11400 LONG FELLOW DR
BONITA SPGS FL 341355963

THOMAS J KUHN REVOCABLE
1500 LAKE DR
GRAND ISLAND FL 327359714

HENRY B LARUE FAM TR
37121 GRAYS AIRPORT RD
LADY LAKE FL 321595303

THE GORMAN FAMILY TRUST
32 RIDGE RD
GROTON CT 063408929

H LORENZ HORN
8986 BLOOMFIELD BLVD
SARASOTA FL 342384448

FRANK LAWYER
3017 PINEVIEW DR
HOLIDAY FL 346919727

THEODORE J & FELICIA A GRANOSKI
2115 HERON DR
LAKE WALES FL 338594823

THE HUGHES FAMILY TRUST
2034 DUNSTER CT
THE VILLAGES FL 321623462

THE LEEGSTRA TRUST
46541 CHELON CT
MACOMB MI 480443680

JAMES GREER
12465 SE 90TH TER
SUMMERFIELD FL 344919422

CHERYL HUNTER
6601 34TH AVE W
BRADENTON FL 342095934

DAVID J LEMASTERS TR
2378 UNITY TER
THE VILLAGES FL 321625107

WILLIAM LUTHER
5181 S KENNETH TER
FLORAL CITY FL 344362179

JOLENE C NATOLI REVOCABLE
33243 PENNBROOKE PKWY
LEESBURG FL 347487244

MARVIN J PIECZYNSKI REV LIV
20159 US HIGHWAY 23 S
PRESQUE ISLE MI 497779061

CINDY MATNEY
150 HILLSBORO DR
NORTH TAZEWELL VA 246309500

GALE NEFF
1324 CHATEAU WAY
THE VILLAGES FL 321622038

THE PLESNER LIVING TRUST
1705 FLORAHOME WAY
THE VILLAGES FL 321632199

ANNE MCFARLANE
5939 SANDSTONE AVE
SARASOTA FL 342435348

THE CROOKS IRREVOCABLE SPECIAL
1324 CHATEAU WAY
THE VILLAGES FL 321622038

CYNTHIA PLESNER
7417 SUNNYSIDE DR
LEESBURG FL 347489169

WILLIIAM MERDEATH
3501 PATRICIA PL
ELLENTON FL 342224516

THE JUD P NEIGHBERS LIVING TRUST
4218 DAY BRIDGE PL
ELLENTON FL 342227237

DECL OF THE FLORA J POTTS
4831 WHITE SPRUCE ST
SEBRING FL 338708875

WILLIAM D MERDEATH TRUST
3501 PATRICIA PL
ELLENTON FL 342224516

JOHN W NELLETT &
2023 HARTLEBURY WAY
SUN CITY CENTER FL 335736358

JAMIE QUOLAS
13703 TRINITY LEAF PL
RIVERVIEW FL 335792373

ROBIN MILAZZO
1507 CERVANTES PL
THE VILLAGES FL 321599164

ROSE NELLETT
2023 HARTLEBURY WAY
SUN CITY CENTER FL 335736358

JAMES REESE
1820 GINGERQUILL DR
GRAYLING MI 497387522

PAUL MORGAN
8720 MYSTIC CIR
NORTH PORT FL 342872137

KENT J NICHOLS &
614 COTTAGE RD
BATAVIA IL 605103381

THOMAS RIBAUDO
216 DEL RIO DR
THE VILLAGES FL 321595664

MORIN FAMILY LIVING
6756 ERIN CIR
ZEPHYRHILLS FL 335421851

JOHN OHLSSON
6035 SEA RANCH DR UNIT 701
HUDSON FL 346671582

THE RITTER TRUST
100 LANE 570 LAKE JAMES
FREMONT IN 467379003

RAYMOND E MORRIS REVOCABLE TRUST
1700 EL CAMINO REAL APT 104
THE VILLAGES FL 321591001

EDWARD R PETERS&CLEMENTINE HELEN
208 PARK LAND DR
LAKE PLACID FL 338525195

JEROME ROSENTHAL
1951 N HONORE AVE A406
SARASOTA FL 342359117

JAMES M MULLINS REV TRUST
324 E BEACH DR APT 404
PANAMA CITY FL 324015809

EMIL PETERS REV LIVING
512 68TH ST
HOLMES BEACH FL 342171203

MARC ROZNER
4837 BRIARBEND DR
HOUSTON TX 770354933

CHRIST OF SADORF
451 1/2 15TH AVE N
ST PETERSBURG FL 337044445

SITTE TRUST
PO BOX 1063
SISTER BAY WI 542341063

ARTHUR STINSON
128 CITRUS RD NE
LAKE PLACID FL 338529768

DEBRA SANFORD
4112 GLEN GARRY RD E
LAKELAND FL 338131633

W DALE SMITH
PO BOX 1180
BELLEVIEW FL 344211180

JOY STRELIOFF
6500 NW 67TH TER
OCALA FL 344822201

ANN SAWYER
13786 SW 114TH AVE
DUNNELLON FL 344325617

GEORGE SMUDDE
4531 LILAC AVE
GLENVIEW IL 600251452

THE THOMPSON FAMILY TRUST
2125 LAWSONIA LOOP
WINTER HAVEN FL 338819788

BERTALOU SCHAFER TRUST
9000 W 120TH TER
OVERLAND PARK KS 662131537

GEORGE & DOLORES SMUDDE REV
4531 LILAC AVE
GLENVIEW IL 600251452

EDWARD THURKOW
607 CEDAR LN
LADY LAKE FL 321593214

JOSEF SCHIRPKE
3673 LAKE BAYSHORE DR J-513
BRADENTON FL 342055140

FORTUNATO SORIANO
546 W FENWAY DR
HERNANDO FL 344425156

DONALD TINDAL
415 EVERGREEN DR
DESTIN FL 325412201

ROBERT SCHULTZ
4324 EMMAUS RD
FRUITLAND PK FL 347315917

SORIANO TRUST
546 W FENWAY DR
HERNANDO FL 344425156

GARY TOPHAM
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

THE SCHWARZ TRUST
5622 SW 14TH AVE
CAPE CORAL FL 339148007

WALTRAUD SPANGLER
2409 BERKSHIRE DR
WINTER HAVEN FL 338843062

GARY TOPHAM
82 LAKEVIEW TERRACE DR
ALTOONA FL 327029613

ROBERT SCRIMA
1310 DE LA GARZA PL
THE VILLAGES FL 321620143

THE RICHARD L STANLEY LIV TRUST
7801 34TH AVE N LOT 13
SAINT PETERSBUR FL 337101144

ALICIA TOPPING
112 FAIRWAY BLVD #411
P C BEACH FL 324072817

THE JOHN D SHUTE & EMILY SHUTE
4393 ADELAIDE AVE
NORTH PORT FL 342888823

EUGENE STIEF
951 OLEANDER ST
LADY LAKE FL 321592141

RONALD TRACHTENBERG
32809 TIMBERWOOD DR
LEESBURG FL 347488139

THE JAMES F AND DORIS T. SIGLIN
15443 LAKESHORE VILLA ST
TAMPA FL 336131353

RAYMOND W STILES REVOCABLE
9000 W 120TH TER
OVERLAND PARK KS 662131537

THE TYLER FAMILY TRUST
2522 SWANS LANDING
LAND O LAKES FL 34639

EMILIO VALDES
3228 HAWKS RIDGE DR
LAKELAND FL 338104010

MARTIN YACKLEY
754 TERRANOVA LN
WINTER HAVEN FL 338843414

ELIZABETH D BOOTH & N/A
3124 E HENDERSON CIR
LAKELAND FL 338034416

LARISA VERVILLE
3232 HAMPTON LN
THE VILLAGES FL 321627669

THE KORE E YODER & SUSANNA A
3200 FRONT MOUNTAIN RD
BELLEVILLE PA 170048815

LUCINDA BUCH
38928 TALL DR
ZEPHYRHILLS FL 335401884

ARUN VIRICK
1512 FOXBOROUGH LN
PLANO TX 750935234

ANDERS E & GLADYS E ANDERSON
2331 LANCASTER DR
SUN CITY CTR FL 335736508

BUCH LIVING TRUST N/A
38928 TALL DR
ZEPHYRHILLS FL 335401884

WASKOWIZ FAMILY TRUST
5866 JULIANN CT
WASHINGTON TWP MI 480944221

BEVERLY J ANDERSON TR
725 IRON OAK WAY
THE VILLAGES FL 321634094

ALAN BUCKLEY
2244 PILAR PL
THE VILLAGES FL 321622483

JOANNE WELLS
955 VANCE HILL RD
NEWPORT CTR VT 058579599

CHARLES ANDERSON
725 IRON OAK WAY
THE VILLAGES FL 321634094

JOSEPH A CANTREL LIVING TRUST N/A
38928 TALL DR
ZEPHYRHILLS FL 335401884

B. L. WESTMORELAND
4101 ERNEST DR
WESLEY CHAPEL FL 335435910

THE CHARLES F ANDERSON TR
725 IRON OAK WAY
THE VILLAGES FL 321634094

CHRISTOPHER CARLSON
7334 38TH CT E
SARASOTA FL 342436402

KARLAN WHITE
15408 LAKESHORE VILLA DR
TAMPA FL 336131317

PHILLIP BABUREK
2086 TROUT CT
THE VILLAGES FL 321623227

ROBERT J CIUNCI
4561 RANDAG DR
FORT MYERS FL 339034731

PHILIP WINKLER
10222 GARDEN ALCOVE DR
TAMPA FL 336473117

JOSEPH BABUREK
9917 FOSTER AVE
BRATENAHL OH 441081033

WILLIAM COATES III &
1239 RADISON AVE
SUN CITY CTR FL 335738022

MORRIS WOLFF
657 MULLINS PATH
THE VILLAGES FL 321626063

FRANCES BARNES
6206 26TH AVE W
BRADENTON FL 342095515

DORI FLOUD
17260 N CTY RD 9
WELINGTON CO 80549

BEN F WOOD REVOCABLE LIVING
22 NEW GREEN CT
KINGWOOD TX 773395324

BARTH FAMILY REV LIV TRUST N/A
5294 LEATHERWOOD DR
WEST CHESTER OH 450691874

ROBERT FRANCIS
11010 SYDELLE DR
N CHESTERFLD VA 23235-3330

MARK GOSLIN
4640 47TH STREET
SARASOTA FL 342353605

CLEGG S HOLLIDAY &
9606 GOVERNORS CLUB PLACE
BRADENTON FL 342024054

C BERNADETTE LEYMAN
341 TANAGER CT
LAKELAND FL 338034842

KAREN HOEFER GRIFFITH
5274 BENJAMIN LN
SARASOTA FL 342332445

JAMES B HOWELL III
23 SHADOW BROOKE DR
BRIDGETON NJ 083023616

KATHY MCBRIDE LIVING
17483 VIA NAVONA WAY
MIROMAR LAKES FL 33913-7879

KAREN H. GRIFFITH TR
5274 BENJAMIN LN
SARASOTA FL 342332445

JAMES KELLEY
6023 CONDOR DR
LAKELAND FL 338095690

GLORIA A MCCREIGHT &
466 COUNTRY OAKS DR
PLANT CITY FL 33565-9283

ANNE HACKWORTH
460 SWEETWATER WAY
HAINES CITY FL 338446362

RICHARD L KERN &
PO BOX 81
SAINT CHARLES IL 601740081

JOHN MCDANIEL
11209 SAINT ANDREWS CT
RIVERVIEW FL 33579-7045

ANNE HACKWORTH
460 SWEETWATER WAY
HAINES CITY FL 338446362

RICHARD KING
7405 N SOCRUM LOOP RD LOT 29
LAKELAND FL 338092234

JOSEPH MITCHELL
129 COUNTRY LAKE CT
WEST BABYLON NY 11704-5093

CHARLES HAUGH
7689 CAMDEN HARBOUR DR
BRADENTON FL 34212-9305

JOHN & KAREN L KNIGHT JOINT
3640 INNISBROOK DR
LAKELAND FL 33810-5766

TERESA NASH
224 HICKOCK DR
FISH HAVEN ID 83287-5099

CHARLES HAUGH
6501 17TH AVE W APT I102
BRADENTON FL 34209-7800

ROBERT G KOSSEL TTEE
3323 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 33810-5754

THE NIXON FAMILY LIV TRUST
2226 SIFIELD GREENS WAY
SUN CITY CENTER FL 33573-7172

REV TRUST AGREEMNT OF
6550 SHORELINE DR APT 7206
SAINT PETERSBUR FL 337084586

DONALD E LAVIN SR&MARJORIE J
2550 SE 7TH ST
POMPANO BEACH FL 330626120

DONALD PARRILLO &
30 FOXFIELD LOOK
ORMOND BEACH FL 321742424

ROBERT T HILLERUD &
770 SUNDIAL CT UNIT 708
FT WALTON BCH FL 325486044

DONALD E LAVIN TTEE N/A
C/O TIPTOP TOPPERS 2701 N COURSE DR # 601
POMPANO BEACH FL 330693033

PHILLIP PENROSE
5960 30TH AVE S APT 308
GULFPORT FL 337075346

STEVEN HILLERUD
1029 BROOK ARBOR DR
MANSFIELD TX 760635446

JANE A LEEDLE
2920 RIDLEY RD
HARTLAND WI 530299379

DONALD E RICHTER TRUST
15911 PRENTISS POINTE CIR APT 202
FORT MYERS FL 339084183

FRANK RIDOLFO
3733 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 338105765

E STAUB
4501 W SHANNON LAKES DR APT 120
TALLAHASSEE FL 323092298

LILLIAN UPPERMAN
2027 HEATHFIELD CIR
SUN CITY CTR FL 335737307

ROSITA M ROBERTS-BURNS REV TRUST
3153 BURBANK LN
THE VILLAGES FL 321627515

E BRIAN STAUB
4501 W SHANNON LAKES DR APT 120
TALLAHASSEE FL 323092298

SHERRI WELDON
5309 NICHOLS DR E
LAKELAND FL 338124077

PETER X & CAROLYN A ROBINSON
623 ALLEGHENY DR
SUN CITY CENTER FL 335735112

THE SUMMERLIN FAM REV
PO BOX 97
DAVENPORT FL 338360097

LEO WETZEL
3585 HIGHLAND FAIRWAYS BLVD
LAKELAND FL 338105759

CAROLINE ROYA
12910 CRISTI WAY
BOKEELIA FL 339222615

ROBIN SUTCLIFFE
4640 47TH ST
SARASOTA FL 342353605

KENNETH YOUNG
620 DANCY RD
FROSTPROOF FL 338438123

NOEL RUSSELL
PO BOX 1262
ELFERS FL 346801262

HAZEL TEIGELER
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

DONALD ABNEY
PO BOX 6443
NALCREST FL 338566443

NOEL RUSSELL
PO BOX 1262
ELFERS FL 346801262

HAZEL H TEIGELER TRUST
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

D AGNEW
1906 HARRISBURG AVE
MOUNT JOY PA 175529591

SHERRY SEWARD
2502 GLADIOLAS CT
THE VILLAGES FL 321627036

NORMAN F TEIGELER REV LIVING
3490 CHURCH RD
SAINT AUGUSTINE FL 320841970

LINDA AMSBAUGH
1473 EL DORADO DR
DAVENPORT FL 338376658

JOSEPH SITRA
11500 NE 150TH AVENUE RD
FORT MC COY FL 321347219

KENNETH R TOWNSLEY &
517 BAYSHORE DR
AUBURNDALE FL 338235820

KENNETH L ASHLEY
2755 TAYLOR RD
WINTER HAVEN FL 338801025

ARTHUR SLACK
816 LA JOLLA AVE
SUN CITY CENTER FL 335735106

JAMES TRAYNOR
1008 LA MESA LN
LADY LAKE FL 321595674

KENNETH L ASHLEY
2755 TAYLOR RD
WINTER HAVEN FL 338801025

ARTHUR SLACK REV LIV TRUST
816 LA JOLLA AVE
SUN CITY CENTER FL 335735106

ROBERT TYOE
4100 100TH AVE N
PINELLAS PARK FL 337823839

KENNETH BALDWIN
140 RIVIERA DUNES WAY APT 1101
PALMETTO FL 342217118

WILLIAM CARROLL
3711 EDGEWATER DR
SEBRING FL 338722066

CHARLES BARRETT
4593 ROUTE 6
WELLSBORO PA 169018048

JOHN O EVERSON REV TRUST
17347 LAKE WORTH BLVD
PORT CHARLOTTE FL 339482402

CLARENCE A & BARBARA A CHIPMAN
5285 N STATE RD
ORLEANS MI 488659723

RAYMOND BAUMGARTNER
2972 LAKE HURON LN
TAVARES FL 327789111

LAWRENCE FRAKES
123 POMEROY DR
CROSSVILLE TN 385586916

MELVIN ROY & RUBY LUCILLE CLARK
2287 LOWRY RD
THE VILLAGES FL 321627763

WILFRED P BECKER REV LIV TRUST
4129 CENTER POINTE DR
SARASOTA FL 342331633

MARY FULTON
4152 SMOKE SIGNAL
SEBRING FL 338724500

PEDRO COLON
4408 PLUMBAGO CT
SPRING HILL FL 346072439

KATHY BECKER-BUSH
100 CENTRAL AVE APT 813
SARASOTA FL 342365728

MARGARET GAITHER
136 DEER RUN LAKE DR
ORMOND BEACH FL 321748142

PEDRO COLON
4408 PLUMBAGO CT
SPRING HILL FL 346072439

BENEDICT FAMILY TRUST
11001 SE 174TH LOOP
SUMMERFIELD FL 344918619

GALLO LIVING TRUST
1667 PENNECAMP DR
THE VILLAGES FL 321623212

BARBARA CRANDALL
850 OLD OAKS LN
LEESBURG FL 347488195

MARK BROWN
113 SWAN HILL RD
WHITNEY POINT NY 138622717

PHILIP GERACI
6376 WILLOW LN
MARCY NY 134032519

CARY CUYLER
24529 PARLANGE CT
LEESBURG FL 347487874

ROLAND BROWN
17469 SE 110TH CT
SUMMERFIELD FL 344918023

GLADYS RUTH GIBSON REV
1185 BRUNSON WAY
THE VILLAGES FL 321628724

IVAN D'SOUZA
2295 PAWLEYS ISLAND PATH
THE VILLAGES FL 321622315

MICHAEL BURGER
BLDG 988 988 BLVD OF THE ARTS
APT 112 SARASOTA FL 342364833

THE PAUL A. GIFFORD TRUST
709 HUDSON LN
LADY LAKE FL 321593065

LOLA DIXON
3711 EDGEWATER DR
SEBRING FL 338722066

JESSE CAMPBELL
7939 W RIVERBEND RD
CRYSTAL RIVER FL 344287158

GEORGE D & MARYSUE GRUSE
2203 PALMA SOLA BLVD
BRADENTON FL 342095220

RAYMOND DUNCAN
10308 TOOKE LAKE BLVD
WEEKI WACHEE FL 346133919

JESSE L CAMPBELL TTEE
7939 W RIVERBEND RD
CRYSTAL RIVER FL 344287158

JAMES HALLORAN
1918 INVERNESS GREENS DR
SUN CITY CTR FL 335737218

FRANK HARMON
9218 SE 179TH WESLEY ST
THE VILLAGES FL 321620858

KENNETH LANG
1436 SOUTHSHORE DR
TAVARES FL 327784214

MICHAEL PONTLIANA
5950 ELDE RD
COTTON MN 557248108

PHILIP HEAPS
2816 PIER DR
RUSKIN FL 335706138

KAREN LARSEN
24508 PARLANGE CT
LEESBURG FL 347487874

JOEL PRITCHARD
176 SUNSET DR
LEESBURG FL 347489239

ROBERT HEDLUND
805 50TH C AVE E
BRADENTON FL 342034831

H LINDSEY
17096 SE 115TH TERRACE RD
SUMMERFIELD FL 344917840

DIANE RICHARDS
18218 BAYWOOD FOREST DR
HUDSON FL 346675770

THE HENSLER REVOCABLE TRUST
312 STROLL LN
SUN CITY CENTER FL 335736234

BERNARD LOBUE &
4336 HARNEY CT
NEW PORT RICHEY FL 346551675

THOMAS RICHARDS
18218 BAYWOOD FOREST DR
HUDSON FL 346675770

DOROTHY HOOKER
31811 HARRIS RD
TAVARES FL 327784627

GERALD LOOMER
2115 CALLAWAY DR
THE VILLAGES FL 321624388

PAUL ROBIE
3300 HALEY POINTE RD
SAINT AUGUSTINE FL 320847000

JANET C HSU REV LIV TR N/A
17286 SE 85TH WILLOWICK CIR
THE VILLAGES FL 321622822

JOHN MACKO
2526 SAFFRON LN
THE VILLAGES FL 321625115

RICHARD RUTKOWSKI
1944 PEACHTREE AVE
THE VILLAGES FL 321627559

ALANA B JENSEN REV TRUST N/A
2966 BONIFAY PATH
THE VILLAGES FL 321632202

EDWIN B MCCLURE &
1120 NORTH SHORE DR NE 1002
ST PETERSBURG FL 337011451

ALBERT SAFFIRE
174 DOCKSIDE PKWY
EAST AMHERST NY 140511093

CHARLES JOHNSON
853 SCOTT ST
THE VILLAGES FL 321626457

JOHN MERHOTTEIN
2451 FOSGATE PL
THE VILLAGES FL 321625048

JAMES SCHERER
3051 LAS VEGAS BLVD
SEBRING FL 338705011

WILLIAM KLEMM
7608 PINEAPPLE LN
PORT RICHEY FL 346684029

DONALD NASCIMBEN
563 S HAMPTON BLVD
AUBURNDALE FL 33823 N/A N/ N/A

IRA FBO JERRY SCHWADERER
1071 DONEGAN RD 1544
LARGO FL 337712955

RONALD KUYKENDALL
17508 ALISARA TRL
HENRYVILLE IN 471268466

WILLIAM C PATEL & HOMAI H PATEL
4052 SAVAGE STATION CIRCLE
NEW PRT RCHY FL 346536129

SHARON SIKORA
1944 PEACHTREE AVE
THE VILLAGES FL 321627559

THELMA SLY
505 PANSY ST
DAVENPORT FL 338377133

ABRAHAM REVOCABLE TRUST
16525 N 109TH PL
SCOTTSDALE AZ 852559092

RON BIDDLE TRUST
402 EAKIN DR NW
BAINBRIDGE ISLA WA 981101758

MARTIN STEFFENSON
7116 FLORESTATE DR
HUDSON FL 346671852

N. ACKERSON TRUST
3731 S AVENIDA DE ANGELES
GOLD CANYON AZ 851182985

CHARLES E BLUE & JUDITH H
2308 W CALLE CACILLO
GREEN VALLEY AZ 856228058

GISELA SUTPHEN TTEE
2041 BEACH DR SE
ST PETERSBURG FL 337052839

ARLYE ADAMS
111 MCCOSH DR
CHESAPEAKE VA 233206015

STEVEN BOLTE
1797 W 28TH AVE
APACHE JUNCTION AZ 851209500

CHARLES TAYLOR
2140 COMMONWEALTH AVE
AUBURN HILLS MI 483262415

ALLEN LIVING TRUST
26 E BUTLER DR
PHOENIX AZ 850203522

THE CARROLL FAMILY TRUST
5519 W BIG OAK ST
PHOENIX AZ 850839360

SARINA URQUHART
1738 CAMBRIDGE CIR
REDLANDS CA 923744227

DAVIC & SUSAN AUDSLEY FAM
PO BOX 978
PINEDALE AZ 859340978

BARBARA CLARK
1330 E GEORGIA AVE
PHOENIX AZ 850143032

ROY VANNEST
429 PLEASANT VIEW RI RD
RAVENSWOOD WV 26164

SUSAN AUDSLEY
PO BOX 978
PINEDALE AZ 859340978

CAROLYN COSTA
265 S COLUMBIA DR
WOODBURN OR 970714417

ALFRED E & JOHANNA M WADE LIVING
37345 STANFORD AVE
ZEPHYRHILLS FL 335413642

SHIRLEY A BARNES &
1752 S HERITAGE
MESA AZ 852105915

CUSANO LIVING TRUST
39825 S LAKE CREST DR
TUCSON AZ 857392450

DONNA MARIE WILLARD
REVOCABLE
4720 WATER PARK DR UNIT Q
BELCAMP MD 210171498

THE BARRON FAM REV
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

DANKER TRUST
14526 TRADING POST DR.
SUN CITY WEST AZ 853755793

RONALD WRIGHT
1738 CAMBRIDGE CIR
REDLANDS CA 923744227

CAROL BARRON
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

MARY TIMOSZYK DAVEY
5229 E HASHKNIFE RD
PHOENIX AZ 850547197

SYLVESTER YOUNCE
9541 SW 90TH ST
OCALA FL 344817494

ROBERT & ROSA BENNEN FAMILY
1130 E CANON DEL ORO LN
NOGALES AZ 856214701

AGATHA DAVIS
6291 S FOUR PEAKS PL
CHANDLER AZ 852493943

MICHAEL D DAVIS & JULIE A DAVIS
37279 S DESERT BLUFF DR
TUCSON AZ 857392197

KARINA FIANDACA
3036 N CALLE LADERA
TUCSON AZ 857153207

TERRI J GRANT & N/A
6803 W CORRINE
PEORIA AZ 853815329

ROBERT W DAVIS TTEE
2395 S ORCHARD VIEW
GREEN VALLEY AZ 856141439

THE FIORINO FAMILY TR
62649 E AMBERWOOD DR
TUCSON AZ 857391842

THE DOUGLAS GRIMM &EVELYNE
GRIMM N/A
5257 W ARID CANYON DR
MARANA AZ 856584065

ESTRELLITA DE LA TORRE
4102 E SUMMERHAVEN DR
PHOENIX AZ 850444678

FRERICHS LIVING TRUST
1160 W CAMINO URBANO
GREEN VALLEY AZ 856224803

ALLAN GRODSKY&HEDY BLAIR
GRODSKY N/A
38319 S. DESERT BLUFF DR.
TUCSON AZ 857392155

THOMAS J DIGREGORY TRUST
132 W PASEO DE CHINO
GREEN VALLEY AZ 856143756

BARBARA GEARHART
11080 PALEIS CIR
CLIO MI 484202315

ROBERT HABER
8613 E ORANGE BLOSSOM LN
SCOTTSDALE AZ 852507428

THE DONALDSON FAMILY
36618 S DESERT SUN DR
TUCSON AZ 857393090

GEMELARO LIVING TRUST
11111 E PANTANO TRL
TUCSON AZ 857305668

GORDON S HADEN TR N/A
982 S FLORIDA SPRINGS CT
GREEN VALLEY AZ 856146209

CHARLES J DRISCOLL &
8009 E NICARAGUA DR
TUCSON AZ 857303504

JASON RD & KATHLEEN E GILLESPIE
13601 N TAN TARA PT
SUN CITY AZ 853512745

JOAN HALL
1230 E SENECA PL
TUCSON AZ 857193641

PETER & SUSAN EISENKLAM
1413 E LELAND ST
MESA AZ 852032092

TANDRA GOODWIN
6070 W MILLAY ST
TUCSON AZ 857438258

CHALMER HANS
65656 E ROCKY TERRACE DR
SADDLEBROOKE AZ 857391619

YVETTE EZO
3407 W REDFIELD ROAD
PHOENIX AZ 850535642

JOHN A & GERTRUDE B GOUDY
9106 N 80TH LN
PEORIA AZ 853454821

STEPHEN HEATH
189 E VIA TERESITA
SAHUARITA AZ 856298946

ALESHA FIANDACA
3036 N CALLE LADERA
TUCSON AZ 857153207

IRA FBO GARY W GRANT N/A
6803 W CORRINE
PEORIA AZ 853815329

HUDSON FAMILY TRUST
1193 SAPPHIRE LN
SHOW LOW AZ 859013919

KARMA FIANDACA LIVING
3036 N CALLE LADERA
TUCSON AZ 857153207

TERRI GRANT
6803 W CORRINE DR
PEORIA AZ 853815329

HUTCHESON LIVING TRUST N/A
18 N RIDGE RD
MASHPEE MA 026492884

ROBERT J & HILDEGARD JAGEN TRUST
14518 TRADING POST DR
SUN CITY WEST AZ 853755793

KOSHEL FAM TR
37530 S OCOTILLO CANYON DR
SADDLEBROOKE AZ 857391881

ELIZABETH MASON
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

WILLIAM JOHN JR& JEAN M JOHN
39923 S OLD ARENA DR
TUCSON AZ 857395915

RICHARD LANG
623 W CRENSHAW LN
GREEN VALLEY AZ 856145744

THE MASON FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

ROBERT VON JOHNSON TTEE N/A
26 E BUTLER DR
PHOENIX AZ 850203522

DAVID L LARSON SURVIVORS
33 CAMELIA DR
NAPA CA 945581306

THE MICHAEL D. MCCREARY
5111 E ROCKRIDGE RD
PHOENIX AZ 850181932

COREY JONES
PO BOX 75157
PHOENIX AZ 850871020

MARK LARSON
7860 E BENSON HWY UNIT 100
TUCSON AZ 857568314

THE MCCRILLIS FAMILY TRUST
14320 N RUSTY GATE TRL
ORO VALLEY AZ 857559345

ALBERTA JORDAN TRUST
132 W PASEO DEL CHINO
GREEN VALLEY AZ 856143756

LETSCH LIVING TRUST
37213 S DESERT SUN DR
TUCSON AZ 857393079

MALCOLM & SYLVIA MCGREGOR
574 W MICKELSON LN
GREEN VALLEY AZ 856145747

DONALD C KESSLER & NORMA N/A
37561 S DESERT SUN DR
TUCSON AZ 857393085

LINK SURVIVORS TRUST
2621 KINGSFORD LN
TROPHY CLUB TX 762623438

THOMAS MCSHEA
7521 E WAVERLY CIR
TUCSON AZ 857154229

RICHARD KESTER
PO BOX 810
PEARCE AZ 856250810

MARKS LIVING TRUST
11111 E PANTIANO TRAIL
TUCSON AZ 857305668

THE JEANNETTE R MICHALSKI TRUST
3403 E MAIN ST #2106
MESA AZ 852138683

G WILLIAM KEYES REVOCABLE TRUST
145 GREAT FRONTIER DR
GEORGETOWN TX 786334595

BEVERLY MARTIN-JONES
PO BOX 75157
PHOENIX AZ 850871020

THE MONTANO TRUST
14320 N RUSTY GATE TRL
ORO VALLEY AZ 857559345

RICHARD KINKADE
1013 SHANNON CT
JANESVILLE WI 535463742

THE MASON FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

THE NUGENT LIV TR
1838 W CAMINO URBANO
GREEN VALLEY AZ 856224668

RUTH ELAINE KNAACK
1421 N BANK SWALLOW RD
GREEN VALLEY AZ 856146020

THE MCCONNER FAM TR
5907 N PLACITA DEL CONDE
TUCSON AZ 857184313

KATHLEEN OCONNELL
80 COLINAS
SEDONA AZ 863519238

THOMAS J PAULIN TTEE
10541 N LAMBERT PL
ORO VALLEY AZ 857378576

THE SADLIER FAMILY REV TRUST
578 S 232ND AVE
BUCKEYE AZ 853263872

THE SULLIVAN FAMILY TRUST
64563 E WIND RIDGE CIR
TUCSON AZ 857392108

MARY PETERSON
230 W ROLLING HILLS ST
ORO VALLEY AZ 857046729

DUANE SARKELA
425 W CALLE DE ORO
GREEN VALLEY AZ 856143205

MARC TAYLOR
2472 W CROCUS DR
PHOENIX AZ 850235937

REAGOR FAMILY TRUST
439 S ROSEMONT
MESA AZ 852062140

NESTER SHAY
6305 N 34TH AVE
PHOENIX AZ 850171404

NATASHA L THOMPSON LIV TRUST
4181 W KENT DR
CHANDLER AZ 852267215

ARTHUR REYES
15223 E REDROCK DR
FOUNTAIN HLS AZ 852685814

STANLEY SPIELBUSCH
3054 N 159TH DR
GOODYEAR AZ 853956427

CARL AMES THOMPSON SEPARATE
5635 E LINCOLN DR #11
PARADISE VLY AZ 852534121

SHELLY RICHMAN
3023 GREENWICH ST
CARLSBAD CA 920107030

SPIELBUSCH FAMILY REVOCABLE
3054 N 159TH DR
GOODYEAR AZ 853956427

JUDITH G TUGGLE REV TR
683 CHIVE DR
PRESCOTT AZ 863053890

MARGARET RICKETTS
1171 E CAMINO DIESTRO
ORO VALLEY AZ 857047905

EDWARD SPOHN
2615 E MAXINE PL
VAIL AZ 856419623

ULOTH LIVING TRUST
1601 MCDOWELL RD
EVANSVILLE IN 477125400

RICHARD RICKETTS
1171 E CAMINO DIESTRO
ORO VALLEY AZ 857047905

CHERYL STAHL
5223 E HERRERA DR
PHOENIX AZ 850547183

RITA A WALDEN REV TR
635 S PARK CENTRE AVE APT 1322
GREEN VALLEY AZ 856146278

RIDEOUT REV LIVING TRUST
19431 N PONDEROSA CIR
SUN CITY AZ 853731209

STAHL FAMILY LIVING TRUST
5223 E HERRERA DR
PHOENIX AZ 850547183

VICTOR W & CONNIE M WESTLUND REV
5505 E MCLELLAN RD #62
MESA AZ 852053405

ROBINSON LIVING TRUST
9544 W RUNNING DEER TRL
PEORIA AZ 853838753

EUGENE STEINER
23 MASON ADDITION ST
BISBEE AZ 856031143

WIETHOLTER FAMILY TRUST
842 E STONEWOOD DR
CASA GRANDE AZ 851221757

DIANE ROBINSON
PO BOX 1859
WICKENBURG AZ 853581859

SUAREZ FAMILY TRUST
74 DAVILA CIR
TUCSON AZ 857452919

THE WISECARVER FAM TRUST
5909 S MEADOW HILLS LOOP
GREEN VALLEY AZ 856226331

JOAN BANTA
2623 COLLEGE HEIGHTS RD
PRESCOTT AZ 863014186

CASSELMAN FAMILY TRUST
8013 BOCA CIEGA DR
ST PETE BEACH FL 337061638

JOHN C DRAKE & MARIA L DRAKE
9618 W HIDDEN VALLEY CIR N
SUN CITY AZ 853511319

DAVID BECKER
2549 FOX RUN LN
BULLHEAD CITY AZ 864428676

CHAPPELL REV LIV TRUST
13106 W BALLAD DR
SUN CITY WEST AZ 853751854

DUNNING LIVING TRUST
41229 N RIVER BEND RD
ANTHEM AZ 850865802

STEVEN BRIESKE
4667 N AGUA FRIA DR
PRESCOTT VALLEY AZ 863145147

GARY L CHILDRESS &
934 CHINQUAPIN PL
HOUSTON TX 770941169

DONALD R & SHARON E EDMISTON
2862 OSBORN DR APT A
LK HAVASU CTY AZ 864066600

CRAIG & SANDRA BROWN LIV
13240 N IRON HAWK DR
PRESCOTT AZ 863051581

DAVID CHRISTOFF
50 PINON CT
SEDONA AZ 863366637

MICHAEL ENGLISH
4313 MYRTLE BEACH DR
AUSTIN TX 787386534

CHARLES J BURCZYK &
11611 W DONGES BAY RD
MEQUON WI 530973309

CLARISSA J CLINE TR
7501 E THOMPSON PEAK PKWY UNIT
152 SCOTTSDALE AZ 852554531

THE WILLIAM K& DEBRA G
ETHERIDGE
13019 W DESERT GLEN DR
SUN CITY WEST AZ 853754826

LINDA LOUISE BUTLER
938 PINON OAK DR
PRESCOTT AZ 863053821

C AND G CONSULTANTS INC.
2220 FREMONT DR
LK HAVASU CTY AZ 864068315

DONALD E FOGG REVOCABLE
TRUST
6151 S MARION WAY
CENTENNIAL CO 801212619

GREGORY C BYERS REV
938 PINON OAK DR
PRESCOTT AZ 863053821

NATANAEL CORTES
14045 N SAHARA DR
SUN CITY AZ 853512942

MARTHA FOGG REV INTERVIVOS
TRUST
6151 S MARION WAY
CENTENNIAL CO 801212619

THE CARD FAMILY REVOCABLE
PO BOX 466
LK HAVASU CTY AZ 864050466

DANNER LIVING TR
PO BOX 1015
LAKE HAVASU CIT AZ 864051015

K DIANE FUERST
2396 E PAWNEE TRL
FORT MOHAVE AZ 864267031

SUSAN CASE
2516 HUNTINGTON LN
REDONDO BEACH CA 902784534

THE DAVID J DAVIS TRUST
9201 W HIDDEN VALLEY LN
SUN CITY AZ 853511745

THE GIANFORTE REV FAMILY
1250 PRINCESS DR
LAKE HAVASU CIT AZ 864067909

THOMAS J CASE &
PO BOX 171
OLYMPIA WA 985070171

THE DOTSON FAMILY TRUST
986 BRIDGEWATER DR
PRESCOTT AZ 863016677

ARTHUR H & MARY GILLETT FAMILY
13019 W DESERT GLEN DR
SUN CITY WEST AZ 853754826

GONZALEZ LIVING TRUST
688 ACOMA BLVD SOUTH
LAKE HAVASU CIT AZ 864067715

SANDRA HOBBS
2014 E WAGONER RD
PHOENIX AZ 850221433

ROBERT R KRAUSE &
PO BOX 1011
BULLHEAD CITY AZ 864301011

JAMES GRAIF
1319 S MONTE TESORO DR
COTTONWOOD AZ 863264750

HOLMES FAMILY TRUST
3118 LEES AVE
LONG BEACH CA 908084217

ZONNIE KRAUSE
PO BOX 1011
BULLHEAD CITY AZ 864301011

FBO THE GROVES REV TR
7157 W AVENUE L6
LANCASTER CA 935364576

JOSEPH V HUJBER
2263 DAYTONA AVE
LAKE HAVASU CIT AZ 864036849

EDA LEHMAN, SANDRA KREITNER &
ATTN EFI KREITNER 1430
BROADWAY STE 1105
NEW YORK NY 100183394

HEINZ W & PATRICIA C HAENISCH
100 PINE KNOLLS DR
SEDONA AZ 863366521

ALFRED S HUK REVOCABLE LIVING
13507 W ROBIN LN
SUN CITY WEST AZ 853752033

WILLIAM LOSASSO
2396 E PAWNEE TRL
FORT MOHAVE AZ 864267031

HALL FAMILY TRUST
8 WINEGLASS DR
PRESCOTT AZ 863016157

EMIL IHRIG
12436 W FETLOCK TRL
PEORIA AZ 853832577

DONALD J & RITA M MACKEY LIV TR
5824 BASIL LN
PRESCOTT AZ 863053857

THE STEVEN P & MARY K HARBECK
1108 N BUENA VIS W
DEWEY AZ 863275503

DONNA KAMEN
20 ALYSSUM CT
RENO NV 895118137

ROBIN MARTIN
1152 PELICAN DR
FRISCO TX 750331686

YOUNG HASKETT
584 YAVAPAI HILLS DR
PRESCOTT AZ 863015784

THE DONALD P KELLEY LIV TRUST
3425 CLEARWATER DR
PRESCOTT AZ 863057191

THE LEO & JOAN MASSICOTTE
12200 E STATE ROUTE 69 LOT 372
DEWEY AZ 863274530

JENNIFER HAWES
3043 S RAGEN DR
YUMA AZ 853655115

BERNARD KENNEDY
11647 CATCLAW CT
SURPRISE AZ 853782547

MICHAEL P MATTERA TTEE
3575 N MOORPARK RD APT B8
THOUSAND OAKS CA 913602699

RALPH J &JEAN HENNESSY AKA DORIS
10062 W PALMER DR
SUN CITY AZ 853513919

THE KIEFER FAMILY TRUST
5821 SYMPHONY DR
PRESCOTT AZ 863053853

THE MAZZELLA FAMILY LIVING
1442 MEADOWRIDGE RD
PRESCOTT AZ 863055245

JOAN E HESLOP &
1751 N 300 W
CENTERVILLE UT 840143132

ALVIN & SYLVIA KOSMALA TRUST
4432 HORNET DR
PRESCOTT AZ 863016720

MAX G&ALETA L MCCABE REV TRUST
9633 W KIMBERLY WAY
PEORIA AZ 853822618

ALETA MCCABE
9633 W KIMBERLY WAY
PEORIA AZ 853822618

FLOYD DALE NEUMANN &
4050 N SAGEBRUSH CIRC
PRESCOTT VLY AZ 863147622

RANDALL PERIN
1642 MCCULLOCK BLVD N PMB #154
LAKE HAVASU CIT AZ 864030958

THE GERALD F MCNALLY AND FRANCES
7 WALKING DIAMOND DR
PRESCOTT AZ 863016160

TERRY EUGENE NEWMAN &
3670 KICKING HORSE DR
LAKE HAVASU CIT AZ 864042213

DAVID PHILLIPS
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

MICHAEL D & MARGARET A MECCA
10311 W. GULF HILLS DR.
SUN CITY AZ 853511616

DAVID NOEHRING
8743 W BETTY ELYSE LN
PEORIA AZ 853823782

KATHRYN PHILLIPS
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

ROBERT MELANG
10534 W PALMERAS DR
SUN CITY AZ 853731940

RICHARD D OBITZ SURVIVORS
15609 GULF HILLS CT
SUN CITY AZ 853511212

THE PHILLIPS LIVING TRUST
319 BUCKINGHAM PL
PRESCOTT AZ 863035836

GEOFFREY MERRILL
26498 N 84TH DR
PEORIA AZ 853833651

HARRY & SHARON OFFERMAN
1609 W DALTON CIR
PAYSON AZ 855413519

WILLA PRAZAK-PABST
PO BOX 1812
SUN CITY AZ 853721812

STEPHEN MEYER
3413 ESTRELLA DR
PASCO WA 993015137

THE PABST FAMILY TRUST
9518 W GREENHURST DR
SUN CITY AZ 853512025

JERRY QUOLAS
7470 E PLATEAU RIDGE RD
PRESCOTT VLY AZ 863154580

KEITH MILLER
23919 W PINNACLE VISTA LN
WITTMANN AZ 853615602

GEORGE PANKER
325 NORTH ST
SEQUIM WA 983828667

GARY LEE RAMSEY TTEE
200 BRIDLE WAY UNIT 233
YAKIMA WA 989017983

MOMENT ENTERPRISES LP
402 ACACIA DR
SEDONA AZ 863366965

PATRICIA PANKER
325 NORTH ST
SEQUIM WA 983828667

MICHEL L RATY &
1062 VERDE SANTA FE PKWY
CORNVILLE AZ 863254940

ELM CHILDREN'S TRUST
1988 S ARROWHEAD LN
COTTONWOOD AZ 863267094

ANNE ELLEN PATTEN
11647 W CATCLAW CT
SURPRISE AZ 853782547

DOROTHY REAUME
55 CATHEDRAL ROCK DR UNIT 16
SEDONA AZ 863518633

THE NELSSEN FAMILY REVOCABLE
1814 E BELL RD APT 1009
PHOENIX AZ 850222862

THE GLORIA M PEAK LIVING TRUST
11728 E LONGHORN DR
DEWEY AZ 863275901

ROGER ROBINSON
1308 N STOCKTON HILL RD STE A371
KINGMAN AZ 864015139

SUSAN ROGERS
7337 N BRILLIANT SKY WAY
PRESCOTT VALLEY AZ 863159054

THE RALPH & ANNA SOBBA
1545 E EL RODEO RD # 137
FORT MOHAVE AZ 864268309

THOMPSON FAMILY TRUST
PO BOX 1055
CHINO VALLEY AZ 863231055

KENNETH ROGERS
7337 N BRILLIANT SKY WAY
PRESCOTT VLY AZ 863159054

JOHN A STARY TTEE
PO BOX 4074
CAMP VERDE AZ 863224074

H TIPPETT
3850 N STATE ROUTE 89 UNIT 115
PRESCOTT AZ 863018434

ROTHSTEIN FAM REV TRUST
1112 N RUSTY NAIL RD
PRESCOTT VALLEY AZ 863141478

THE RICHARD GLENN STEVENS
10626 W EMERALD PT
SUN CITY AZ 853512742

BOULET/VAN DEWEGHE TRUST
11557 W SAND TROUT CT
SURPRISE AZ 853782665

GERALD J SHAYNE TTEE
1636 GRANITE SPRINGS DR
PRESCOTT AZ 863051104

SALLY ELIZABETH STOOTHOFF LIVING
1426 KWANA CT
PRESCOTT AZ 863014447

THE VAN HORN FAMILY TRUST
4228 HIGHLANDER AVE
LAKE HAVASU CIT AZ 864068029

STAN SHEPHERD
PO BOX 26583
PHOENIX AZ 850686583

SALLY STOOTHOFF
1426 KWANA CT
PRESCOTT AZ 863014447

LARRY VERHULST
PO BOX 26557
PRESCOTT VALLEY AZ 863126557

JUANITA SHOTLIFF TR
13218 CASTLE ROCK DR
SUN CITY WEST AZ 853754804

TAN SKY MANAGEMENT CO LLC
12975 VIA LATINA
DEL MAR CA 920143731

WILLIAM D.& ROSALIE WAGNER TRUST
4420 S. KATHY RD
FLAGSTAFF AZ 860059339

THE SIPE FAMILY TRUST
19418 N SIGNAL BUTTE CIR
SUN CITY AZ 853731218

RONALD C TEETERS&VICKY L TEETERS
1901 N ARENA DEL LOMA RD
CAMP VERDE AZ 863227519

PAUL WALTHER
4985 N HIGHWAY 95 SPACE#3
PARKER AZ 853449623

STANLEY J SKIBA &
2811 TONTO DR
LK HAVASU CTY AZ 864068554

THE SARGENT CASTLE TRUST
245 COUGAR DR
SEDONA AZ 863367087

RICHARD WASMER
530 S BRADSHAW DR
PRESCOTT AZ 863035808

CLARE SMALL LIVING TRUST
402 ACACIA DR
SEDONA AZ 863366965

THE LC & JD TEETS LIVING TRUST
451 W SALT MINE RD
CAMP VERDE AZ 863227031

ROXANNE WATKINS
18860 N 87TH DR
PEORIA AZ 853828774

DONALD E & MARY JO SMALL LIV
2381 SEMINOLE DR
BULLHEAD CITY AZ 864427451

GEORGIA THOMAS
10189 E DURHAM RD
DEWEY AZ 863275229

HERTA A WEBER 1988 TRUST
17300 N 88TH AVE APT 244
PEORIA AZ 853824740

THE LOWELL M WIGGINS REV LIV
13373 N PLAZA DEL RIO BLVD #5511
PEORIA AZ 853814873

EUGENE YOUG
122 RAINBOW DR #2239
LIVINGSTON TX 773991022

JANA LONG
4675 W HORIZON VIEW DR
CLARKDALE AZ 863243382

THE PAUL D & CAROLYN J WILCOX
775 S JEROME VWS
CORNVILLE AZ 863254823

LISA ZYSK
10502 W RIDGEVIEW RD
SUN CITY AZ 853511866

THE REV TRST OF THOMAS CHARLES
5420 N MESQUITE DR
PRESCOTT VALLEY AZ 863144209

CHARLENE T WILSON TR
15 LEISURE CT
SEDONA AZ 863363264

RANDALL BAKER
7950 E KEATS AVE UNIT 223
MESA AZ 852095028

MONTGOMERY FAMILY TRUST
PO BOX 10871
PRESCOTT AZ 863040871

HAROLD L WIRTH TRUST
7373 E US HIGHWAY 60 LOT 230
GOLD CANYON AZ 851187400

HELAINE BERMAN
3060 TIMBER LINE RD
PRESCOTT AZ 863014851

GERALDINE NOWAK
2361 LOMA VISTA DR
PRESCOTT AZ 863052131

ANGELA E WITT TRUST
934 MOLLY GIBSON DR
LK HAVASU CTY AZ 864068212

DOTSON FAMILY TRUST
2448 ACOMA DR
KINGMAN AZ 864017371

THE THOMAS J NOWAK & GERALDINE D
2361 LOMA VISTA DR
PRESCOTT AZ 863052131

LESTER WOLFF
9578 W POTTER DR
PEORIA AZ 853825148

STEVE FEKETE
4183 DEL RIO
COTTONWOOD AZ 863265766

GORDON & NANCY SHUMAN
1035 E BROOK HOLLOW DR
COTTONWOOD AZ 863265032

EDWIN WOOD
PMB 23086 PO BOX 190
JEFFERSON OR 973520190

ALLEN GILSON
3580 FAIRWAY CIR
CORNVILLE AZ 863254919

FLO SMITH
1208 HIGHLANDER PL
PRESCOTT AZ 863054033

KATE WOODRUFF
5907 FOXTAIL LOOP W
BILLINGS MT 591062273

GLEN HADLOCK
125 WINDING VW
NEW BRAUNFELS TX 781322543

THE STARR REV TRUST
166 CORONADO TRL
SEDONA AZ 863363554

LUCY J WYNKOOP LVING
2780 DAYTONA AVE
LK HAVASU CTY AZ 864036007

GREGORY P HARKLEROAD LIV TRUST
2465 N SHADOW VALLEY RANCH RD
PRESCOTT AZ 86305

JAMES & MARCELLA STEPHENSON
3850 N US HWY 89 UNIT #326
PRESCOTT AZ 863018475

AMELIA YATES
4667 N AGUA FRIA DR
PRESCOTT VALLEY AZ 863145147

RONALD HOLLAMON
301 E HOLLAMON ST
CAMP VERDE AZ 863227103

SAMUEL SYKES
PO BOX 31809
MESA AZ 852751809

TRUSLER TRUST
ATTN ESTATE SERVICES 4801 SOUTHWEST PKWY BLDG 1, 2ND FLOOR AUSTIN TX 787358903

MAYERHOFER LIV TRUST
661 S LITTLE BIRD PLACE
TUCSON AZ 857455114

KENNETH & GERALDINE CLEEVES REV
5904 E DUNCAN ST
MESA AZ 852056646

GEORGIA ADAMS
4700 E MAIN SP#530
MESA AZ 852057911

ASIYA NADEEM TTEE
2526 OLD FOREST RD APT A
LYNCHBURG VA 245012463

DENNIS CLEVENGER
7015 W TRENTON WAY
FLORENCE AZ 851326650

STEVEN ALEXANDER
3160 E MAIN ST LOT 19
MESA AZ 852139508

BROCK & SHARON ANN TARAS
1929 E CLIFF SWALLOW TRL
GREEN VALLEY AZ 856146028

DENNIS CLEVENGER
7015 W TRENTON WAY
FLORENCE AZ 851326650

RUSSELL E CARTER TTEE
101 W.RIVER RD UNIT 102
TUCSON AZ 857045124

BRUCE BAKER
4809 W MILKY WAY
CHANDLER AZ 852264891

ARVIN CRAWFORD FAMILY TRUST
5999 S LEGEND DR
GILBERT AZ 852984227

ALAN E EUVRARD
2433 CARRIAGE HILL WAY
THE VILLAGES FL 321623551

HERMAN BARNETT
4579 S CAMINO DEL TEJON
GREEN VALLEY AZ 856225461

SHIRLEY CUNNINGHAM REV TRUST
21681 N 61ST AVE
GLENDALE AZ 853086316

HIGGINS REV LIVING TRUST
3904 NW SANDPIPER DR
WOODLAND WA 986742227

THE DECL REV LIV TR OF
11665 WINDBROOKE WAY
ALPHARETTA GA 300056711

DAVIS 2010 REV LIV TRUST
11345 E MONTE AVE
MESA AZ 852092948

RANDY W HURWITZ REVOCABLE TRUST
29323 SUMMIT RIDGE DR
FAIR OAKS RANCH TX 780154502

MICHAEL BLACHUT
411 WALNUT ST NO 2833
GREEN COVE SPRI FL 320433443

LESTER R DIETRICH REVOCABLE
150 W CALLE GARCIA
TUCSON AZ 857065354

BRIAN JOHNSON
23530 REPUBLIC AVE
OAK PARK MI 482372378

DAVID L & KATHERINE M BURNS REV
1798 E PLACITA DEL METATE
TUCSON AZ 857376022

NICHOLAS DIMA
8686 N IRONWOOD RESERVE WAY
TUCSON AZ 857431069

THE JOHNSON FAM REV TRUST
6615 N SMOKE TREE LN
PARADISE VALLEY AZ 852534129

JOHN CATTEAU
17481 W COYOTE TRAIL DR
GOODYEAR AZ 853385705

DROBINSKI FAMILY REVOCABLE
37999 S SPOON DR
TUCSON AZ 857391143

MARGARET J LENHART TR
2145 W ENID AVE
MESA AZ 852022812

THE CHADDERDON FAMILY
8195 E CROOKED TREE TRL
TUCSON AZ 857155252

MARJORIE ERICKSON
10937 E BROWN RD
MESA AZ 852071606

ERICKSON FAM REV TR
1111 E SILVERTREE DR
TUCSON AZ 857181093

DALE HARRIS
5801 N KIVA LN
PARADISE VLY AZ 852535944

JAMES J KOCI LIVING TRUST
10119 SUN CITY BLVD
SUN CITY AZ 853513935

GLENN GILBODY DECEDENTS TRUST N/A
13401 N RANCHO VISTOSO BLVD
UNIT 23 ORO VALLEY AZ 857555747

MILDRED HARRIS
5801 N KIVA LN
SCOTTSDALE AZ 852535944

RUTH KUCERA
4860 E MAIN N-10
MESA AZ 852058046

ABBY GOODMAN
10631 W GEORGIA AVE
GLENDALE AZ 853074015

HOEDEL FAMILY TRUST
62880 E FLOWER RIDGE DR
TUCSON AZ 857391070

ARMELINDA LANDEROS
2731 W NEBRASKA ST
TUCSON AZ 857461053

SKYE GOODMAN
10631 W GEORGIA AVE
GLENDALE AZ 853074015

SETH GOODMAN
24 E COLTER ST
PHOENIX AZ 850121421

TOM AND CINDY GREEN FAMILY TRUST
9900 E SABINO ESTATES DR
TUCSON AZ 857497176

RICHARD R GUMMINGER REV LIV TR
7530 S PLACITA DE CERVECAS
TUCSON AZ 857479621

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1437 N DELMAR
MESA AZ 852033804

MICHAEL HAMMERAND
125 N 55TH ST
MESA AZ 852058705

MICHAEL HANNA
11819 N 76TH PL
SCOTTSDALE AZ 852605559

RODERICK MUMM
14501 W HURON DR
SUN CITY WEST AZ 853755995

JASPER LIVING TRUST
2279 E MONTROSE CANYON DR
ORO VALLEY AZ 857554723

JAMES JEROME
1924 E ROSEMONTE DR
PHOENIX AZ 850243052

DOLORES KARECKI
9839 W ORAIBI DR
PEORIA AZ 853824106

THE KAUFMANN FAMILY
3212 N MILLER RD APT 220
SCOTTSDALE AZ 852516985

MARGARET KAUFMANN
3212 N MILLER RD APT 220
SCOTTSDALE AZ 852516985

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1104 S SAINT MARYS ST
SIOUX CITY IA 511061313

ARLENE M KNIGHT REV TRUST
7501 E THOMPSON PEAK PKWY UNIT 112 SCOTTSDALE AZ 852554530

THE POWERS LIVING TRUST
65060 E CANYON DR
TUCSON AZ 857393001

THE LAVU FAMILY REV TRUST
5554 E RIO VERDE VISTA DR
TUCSON AZ 857506740

BERNARD LEE
10721 N KITTATINNY AVE
TUCSON AZ 857379719

KENNETH MACK
6225 N 10TH ST
PHOENIX AZ 850141666

RICHARD D MARSHALL
5833 W RAFTER CIRCLE ST
TUCSON AZ 857134446

THE MCCARTIN SURVIVORS
25834 S RIBBONWOOD DR
SUN LAKES AZ 852488850

JOHN MCKAY
PO BOX 214 7710 CATON FARM RD
YORKVILLE IL 605600214

LORRAINE MORTON
11826 N BALBOA DR
SUN CITY AZ 853513943

THE THEARON WENDELL TAYLOR
13813 W WOODSIDE DR UNIT 103
SUN CITY WEST AZ 853754774

MARY MUTH
125 N 55TH ST
MESA AZ 852058705

ELIZABETH REICHENBERGER
10631 W GEORGIA AVE
GLENDALE AZ 853074015

VALENTIN TEPORDEI
1016 S WAYNE ST APT 910
ARLINGTON VA 222044438

DECLARATION OF TR OF CLARENCE
125 N 55TH ST
MESA AZ 852058705

EMILY REICHENBERGER
10631 W GEORGIA AVE
GLENDALE AZ 853074015

VIDA FUTURA HOLDINGS LLP
ATTN ROBERT B MYRICK MGR 2082
TRADITIONS DR
PRESCOTT AZ 863035010

THE JOHN R & NANCY G NEWMAN
720 W GOLF VIEW DR
TUCSON AZ 857379704

ADELINE RIEBEL
14536 N 147TH PL LANE
SURPRISE AZ 85379

KIM VOSBURG
10421 W WHITE MOUNTAIN RD
SUN CITY AZ 853511807

CAROL M NICHOLSON REV TRUST
65708 E DESERT SANDS DR
TUCSON AZ 857391630

MARY SHAFFER
6001 E PIMA 117
TUCSON AZ 857124362

KAREN WACKER REV LIVING TRUST
N/A
10631 W GEORGIA AVE
GLENDALE AZ 853074015

SHARON ORBECK
17556 N AMBERWOOD DR
SURPRISE AZ 853745601

ELMER SILAGHI
1620 W VISTA RIDGE DR
GREEN VALLEY AZ 856225801

GERALD WHEELER
10542 E ELEANOR MALDONADO PL
TUCSON AZ 857475818

THE EDMUND & SHERRY ORBECK
13537 W PAVILLION DR
SUN CITY WEST AZ 853755819

BETTY SLINKARD-MUTH
8260 E KEATS AVE UNIT 498
MESA AZ 852096342

ZAHNER LIV TR
331 CAMALOCH DR
CAMANO ISLAND WA 982827232

ALICE PAPALIOLIOS
3100 N CRAYCROFT RD
TUCSON AZ 857125206

KENNETH SPRAGUE
315 N 55TH PL
MESA AZ 852058107

JAMES BROWN
2111 E HIGHLAND AVE STE 145
PHOENIX AZ 850164732

STEPHEN PARKER MD REVOCABLE
13410 E CAMINO LA CEBADILLA
TUCSON AZ 857498611

THE DOUGLAS R STEPHENS & ERMA
2176 E SHERRI DR
GILBERT AZ 852963939

THE KENNETH R CHIARO & DONNA
6942 E BAKER ST
TUCSON AZ 857102230

THE JAMES R & ROSE M CARTER
6220 E BROADWAY RD APT 344
MESA AZ 852061600

THE LEROY F STERNER FAMILY
2250 N CARLSON CANYON DR
HUACHUCA CITY AZ 856168321

WILMA KURYLAS REV TRUST
23097 THUNDERHEAD FALLS RD
RAPID CITY SD 577028524

BONNIE LYNE
17619 N CALICO DR
SUN CITY AZ 853732206

BRYCE WILKES
2524 CHANCERY LN
RAPID CITY SD 577025303

CHRISTINE BODEN
3901 122ND AVE NE
BELLEVUE WA 980051253

MICHAEL LYNE
17619 N CALICO DR
SUN CITY AZ 853732206

KAREN WOLFE
17806 N 45TH AVE
GLENDALE AZ 853081650

HAROLD BOLGER
3721 E 18TH ST
CASPER WY 826093636

GUY MCVEY
45 E 9TH PL UNIT 46
MESA AZ 852014337

JOHN ALLEY
2741 S GREENSIDE PL
GREEN VALLEY AZ 856141140

RONALD G BOONE TR
3438 E HIDDEN SPRINGS DR
WASHINGTON UT 847802052

ROBERT MULLENS
3833 N FAIRVIEW AVE UNIT 50
TUCSON AZ 857052655

RICHARD ALLYN
5590 W EL CAMINO DEL CERRO
TUCSON AZ 857459329

NORBERT R BOTTCHER &
6541 W ALICE AVE UNIT 79
GLENDALE AZ 853027307

LAURA ROCKMAN
10208 W CAMDEN AVE
SUN CITY AZ 853514525

DONALD R ARNOLD TTEE
18122 N STERLING DR
SURPRISE AZ 853743309

JANINE BUNDY
PO BOX 115
MAYER AZ 863330115

MICHAEL RUSSELL
6209 W PINON PINE CT
TUCSON AZ 857437398

RICHARD BENNETT
2111 S TIMBERLINE AVE
TUCSON AZ 857106026

CARA CAMPBELL
10203 E CALLE ESTRELLA CLARA
TUCSON AZ 857475174

JOSEPH SHRAGER
1651 SOLSTICE DR
PRESCOTT AZ 863016752

PETER E BILOTTE
465 S CRAYCROFT
TUCSON AZ 857114549

CARPENTER FAMILY REV TRUST
1100 SILVER OAKS DR
EDMOND OK 730252004

DIANE AND JOSEPH SHRAGER TRUST
1651 SOLSTICE DR
PRESCOTT AZ 863016752

THE BITTNER FAMILY TRUST
8846 E BEAR PAW PL
TUCSON AZ 857498336

JERRY CARPENTER
202 AVE DE LA DEMERALD
SPARKS NV 894349551

WELSH FAMILY REV TRUST
2203 S PEONIE CIR
MESA AZ 852095126

THE BLACKBURN TRUST
7750 E BROADWAY RD LOT 28
MESA AZ 852081331

CARPENTER FAMILY REV TRUST
1100 SILVER OAKS DR
EDMOND OK 730252004

FRANK WIERMAN
18555 W HATCHER RD
WADDELL AZ 853554417

JAMES H BOAK TR
1 TOWERS PARK LANE # 1813
SAN ANTONIO TX 782096439

JERRY CARPENTER
202 AVE DE LA DEMERALD
SPARKS NV 894349551

WAYNE & JOYCE CHILDS LIV TRUST
10651 N PORTLAND AVE
MARANA AZ 856537962

THERESA FRY
4502 W LAWRENCE LN
GLENDALE AZ 853025228

CAROL JOHNSON
306 SHELDEN DR
WINNEBAGO IL 610889091

THE DEIERLING LIVING TRUST
17780 W CACTUS FLOWER DR
GOODYEAR AZ 853385227

FULWIDER FAMILY TRUST
38418 N 69TH ST
CAVE CREEK AZ 853318667

CAROL E JOHNSON TTEE
306 SHELDEN DR
WINNEBAGO IL 610889091

CYNTHIA DIANA
3650 W BETHANY HOME RD
PHOENIX AZ 850191967

THE GANGI FAMILY TRUST
9046 N 33RD WAY
PHOENIX AZ 850284906

CAROL E JOHNSON TTEE
306 SHELDEN DR
WINNEBAGO IL 610889091

ENTRUST AZ FBO GLORIA E DIANA
3650 W BETHANY HOME RD
PHOENIX AZ 850191967

ARIEL GURIAN IRREVOCABLE TR
19367 N 86TH DR
PEORIA AZ 853828647

JOHNSON FAMILY TRUST
1926 E DUNBAR DR
TEMPE AZ 852827372

ENTRUST AZ FBO GLORIA E DIANA
3650 W BETHANY HOME RD
PHOENIX AZ 850191967

DON GURIAN
19367 N 86TH DR
PEORIA AZ 853828647

IRA FBO PAUL R KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

THE DOOLITTLE FAMILY TRUST
12526 W BAJADA RD
PEORIA AZ 853832805

LORRAINE ESPINOZA
5660 N KOLB RD APT 118
TUCSON AZ 857503202

ROBERT ESTES
1845 POCONO CT
SPARKS NV 894345805

ABNER FREEMAN FAMILY TRUST
PO BOX 2222
FORT LAUDERDALE FL 333032222

ARTHUR FREEMAN &
PO BOX 2222
FORT LAUDERDALE FL 333032222

CAROL LINDENBERG
737 W ALDER CT
WASHOUGAL WA 986715127

STEVEN LINDENBERG
737 W ALDER CT
WASHOUGAL WA 986715127

JAMES LISKA
12995 E CAPE HORN DR
TUCSON AZ 857495704

JUSTIN GURIAN IRREVOCABLE TR
19367 N 86TH DR
PEORIA AZ 853828647

GURIAN FAMILY TRUST
19367 N 86TH DR
PEORIA AZ 853828647

HACK FAMILY TRUST
17045 N SILVER PATH
SURPRISE AZ 853743522

GEORGE M AND MARY ANN JACOBS
16941 W CORTARO POINT DR
SURPRISE AZ 853877238

JMD ROTH, LLC
ATTN JAMES DIANA 3650 W
BETHANY HOME RD
PHOENIX AZ 850191967

JOY NELSON LIVING TRUST
5429 E HILLERY DR
SCOTTSDALE AZ 852542374

FRANCES R NICHOLSON QTIP TRUST
1012 9TH ST
MUKILTEO WA 982752008

RITA C PRAWDZIK REVOCABLE
165 N WELLSPRING DR
GREEN VALLEY AZ 856143260

PAUL R KLOFT &
10760 W TROPICANA CIR
SUN CITY AZ 853511510

RUTH KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

IRA FBO RUTH ANN KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

RUTH KLOFT
10760 W TROPICANA CIR
SUN CITY AZ 853511510

ROSEMARY ELAINE KOSHMIDER
FAMILY
1415 E MANLOVE
TUCSON AZ 857196121

THOMAS STATZ
36313 S DESERT SUN DR
TUCSON AZ 857391357

THE STEELE FAMIILY LIVING TRUST
841 CALLE MILU
TUCSON AZ 857063924

THE VETTER FAMILY TRUST
1604 BUTTERCUP RD
ELIZABETH CO 801078512

LIVINGSTON FAMILY TRUST
17407 N WHITE TANK VIS
SURPRISE AZ 853742948

LORRAINE RANDLE
6130 W IRMA LN
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DEBORAH VETTER
1604 BUTTERCUP RD
ELIZABETH CO 801078512

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1137 N CHERRY
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15671 W VERDE LN
GOODYEAR AZ 853958128

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VAIL AZ 856419311

LANA LONGONI
7226 W RIVULET DR
TUCSON AZ 857438974

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21 VALERIE CIR
EAST FALMOUTH MA 025365052

THE LUGER FAMILY LIVING
9520 W GLEN OAKS CIR
SUN CITY AZ 853511412

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8125 E 5TH AVE
ANCHORAGE AK 995041533

DONETTE WILLIAMS
12455 W MAGEE RD
TUCSON AZ 857437917

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11008 W WINDSOR DR
SUN CITY AZ 853513339

MARY SCHMITZ
13352 N HERITAGE CLUB PL
MARANA AZ 856584144

LAURENCE GODING
9514 W GRANADA DR
SUN CITY AZ 853732239

FRANK G MOCNY & DOLORES M
3973 S VIA DEL PICAMADEROS
GREEN VALLEY AZ 856225440

HAROLD M SCHULL &
9147 N PLACITA SAN ISIDRO
TUCSON AZ 857421123

ROBERT KELTIE
2615 W HAWK RD
PRESCOTT AZ 863036603

THE DORIS MOHR TRUST
22108 N VIA MONTOYA DR
SUN CITY WEST AZ 853752867

DEVON MOREY
9147 N PLACITA SAN ISIDRO
TUCSON AZ 857421123

NINA KENT
502 N PROSPECTOR CIR
PAYSON AZ 855416646

JO ANN LETCHWORTH
5229 W POTTER DR
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PATRICIA WARSZAWSKI
10408 N 105TH AVE
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JACK EZRATY
402 VERALENE WAY SW
EVERETT WA 982035803

SIRI PERERA
4311 S KERBY WAY
CHANDLER AZ 852493059

KATHLEEN WATERS
3755 N KNOLLWOOD CIR
TUCSON AZ 857502329

LAURENCE GODING
9514 W GRANADA DR
SUN CITY AZ 853732239

MAURINE E RICHARDS REV LIV TRUST
825 ROBINSON LN
BOULDER CITY NV 890051127

IRA FBO CHARLENE ELLISON
14835 NORTH DANUBE CT
PHOENIX AZ 850534863

ROBERT HORSTMAN
9445 N 37TH ST
PHOENIX AZ 850284047

WILLIAM C SHIFLET & SHIRLEY H
17121 W WHITMORE HALL LN
SURPRISE AZ 853874242

GLEN E ELLISON &
14835 N DANUBE CT
PHOENIX AZ 850534863

CHADLER HORSTMAN
11042 N 84TH PL
SCOTTSDALE AZ 852606602

THE SMITH FAM TRUST
2778 MINNOW PL
LAKE HAVASU CIT AZ 864033915

GLEN E ELLISON &
14835 N DANUBE CT
PHOENIX AZ 850534863

THE HOWARD REV LIVING TRUST
17318 N DEL WEBB BLVD
SUN CITY AZ 853731951

SI STEPHENS
1814 AMBASSADOR DR
LAKE HAVASU CIT AZ 864037444

IRA FBO GLEN E ELLISON
14835 N DANUBE CT
PHOENIX AZ 850534863

RALPH JULIANELLE
19241 N EMERALD COVE WAY
SURPRISE AZ 853877509

DOMINGO TORRES III REV LIV TRUST
825 ROBINSON LN
BOULDER CITY NV 890051127

SEP FBO GLEN E ELLISON
14835 N DANUBE CT
PHOENIX AZ 850534863

BRUCE LEWIS
10842 W WEDGEWOOD DR
SUN CITY AZ 853511036

CLIFFORD TOWERS
4048 BLUE CANYON RD
LAKE HAVASU CIT AZ 864064547

THE GORMAN FAMILY TRUST
32 RIDGE RD
GROTON CT 063408929

EARNEST MCCLELLAN
17200 W BELL RD LOT 620
SURPRISE AZ 853749825

RICHARD WAGNER
450 SEAMOUNT DR
BRINNON WA 983209674

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2550 SE 7TH ST
POMPANO BEACH FL 330626120

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MESA AZ 852066000

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THE TYLER FAMILY TRUST
2522 SWANS LANDING
LAND O LAKES FL 34639

ROBERT OLSON
10238 W CUMBERLAND DR
SUN CITY AZ 853514560

LARRY ANDERSON
13614 W BALLAD DR
SUN CITY WEST AZ 853755801

OUWENS LIVING TRUST
4528 E WHITE ASTER ST
PHOENIX AZ 850446834

THEODORE DEWERD
2594 MIDDLE RD
COLUMBIA FLS MT 599129238

MARCO BATTISTINI
17249 N 7TH ST # 1036
PHOENIX AZ 850222407

CONNIE PARKIN
9623 W CIELO GRANDE
PEORIA AZ 853831151

TEAUMEN & GRACE FUITE FOUNDATION
ATTN DOLORES G DE WERD 849 COAST BLVD CN303
LA JOLLA CA 920374223

JERRY W. BULLINS TRUST
19782 N LONE CACTUS DR
SURPRISE AZ 853742036

CHARLES K READING TRUST
6433 E ADOBE RD
MESA AZ 852056002

SUSAN IWAKOSHI REVOCABLE TRUST
33205 ELDROW RD
SANTA CLARITA CA 913902844

LOIS CARSON
6054 E AKRON ST
MESA AZ 852058904

KENT ROOD
4444 139TH AVE SE
ALICE ND 580319549

JAMES ROBERT AKRIDGE TR
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TUCSON AZ 857305805

ROBERT CORRIGAN
16228 W JACKSON ST
GOODYEAR AZ 853386808

GARY SANDQUIST
39731 158TH ST
MELLETTE SD 574615703

EARL BARRICK
5643 W TOWNLEY AVE
GLENDALE AZ 853024735

THE DIONISIO REV TRUST
5203 W ROSE GARDEN LN
GLENDALE AZ 853089358

DOUG SHANNON
525 N OCEAN BLVD APT 1623
POMPANO BEACH FL 330624632

CHARLES A BEYER & NANCY BEYER
4627 E EDGEWOOD AVE
MESA AZ 852062701

CHARLES R&MARIA S DOWDELL FAM
20491 N VERMILLION CLIFFS DR
SURPRISE AZ 853877282

RICHARD SPIELES
9125 W AVENIDA DEL SOL
PEORIA AZ 853831141

IRA FBO LYDIA ANN BLACKBURN
750 BLACKBURN LANE
WARRIOR AL 351801900

EBK INVESTMENTS
8280 S PECAN GROVE CIR
TEMPE AZ 852842312

RICHARD SPIELES
9125 W AVENIDA DEL SOL
PEORIA AZ 853831141

JAMES M BLACKBURN &
750 BLACKBURN LN
WARRIOR AL 351801900

JACK EZRATY
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TROTTIER LIVING TRUST
7015 E GRANADA ST
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CAROLYN J. BUCKNER TTEE
717 KRIS COURT
LOS ALAMOS NM 875473530

JACK EZRATY
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VENABLE REVOCABLE TRUST
1626 N 193RD AVE
BUCKEYE AZ 853965718

ESTHER CHAP
JERRY CHAP TOD 3006 E 6TH ST
UNIT #44 TUCSON AZ 857164880

I-FONG CHEN
701 S PEPPER ST
ANAHEIM CA 928021461

RESA FULMER
5350 E DEER VALLEY DR # 3234
PHOENIX AZ 850544138

ROBERT HANSEN
8501 E THUNDERBIRD RD
SCOTTSDALE AZ 852604133

CONSTANCE CUMMINGS
14227 W ALEPPO DR
SUN CITY WEST AZ 853755218

SANDRA GLOVER
2689 LEISURE WORLD
MESA AZ 852065428

STACEY HOLMES
1420 E CAPTAIN DREYFUS
PHOENIX AZ 850224929

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SAND SPRINGS OK 740638945

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2689 LEISURE WORLD
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C/O IRA HOLMES 1420 E CAPTAIN
DREYFUS AVE
PHOENIX AZ 850224929

CARYL W DOEHRING &
9727 AMBER TRAIL
SUN CITY AZ 853511346

GOBERT LIVING TRUST
4647 N COVEY LN
TUCSON AZ 857506218

MARK INMAN
10330 W THUNDERBIRD BLVD APT
121 SUN CITY AZ 853513040

JOHN FANANI TTEE
17854 W CAMINO REAL DR
SURPRISE AZ 853743887

THE GEORGE M GRAHAM LIVING
11342 N 114TH DR
YOUNGTOWN AZ 853631425

JACK D INMAN & MARYANN INMAN
10330 W THUNDERBIRD BLVD APT
121 SUN CITY AZ 853513040

FENDERS INTERESTS LLC
ATTN GEORGE O FENDER 10901
CEDARVILLE RD
BRANDYWINE MD 206137955

GEORGE GRAHAM
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YOUNGTOWN AZ 853631425

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1705 BROKEN ARROW DR
PRESCOTT AZ 863035040

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5350 E DEER VALLEY DR # 3234
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13373 N PLAZA DEL RIO BLVD #7761
PEORIA AZ 853814873

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11828 N 40TH DR
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1072 WARRIOR JASPER RD
WARRIOR AL 351801950

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13714 W ALEPPO DR
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MARION C KARSTADT
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PHOENIX AZ 850031029

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5814 S RITA LN
TEMPE AZ 852833021

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1696 E LAREDO ST
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12800 MARION LN W APT 204
MINNETONKA MN 553051365

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15858 W ASHLAND AVE
GOODYEAR AZ 853957568

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15009 W GREYSTONE DR
SUN CITY WEST AZ 853756114

J&V LOVE TRUST
3288 S GOLDEN BARREL CT
GOLD CANYON AZ 851182022

LAWSON FINANCIAL CORP 401K
3352 E CAMELBACK RD
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JAMES P THOMPSON TTEE
6190 E RENEGADE TRL
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2041 N 29TH PLACE
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2788 STONEHENGE DR
SIERRA VISTA AZ 856505769

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787 N OLD RAND RD
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MESA AZ 852056304

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1014 SULLIVAN DR
BELVIDERE IL 610083943

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15368 W GANADO DR
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595 COTTONWOOD CREEK RD
DURANGO CO 813016185

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C/O SHERRYL GIBSON 5642 W GARY DR
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TRINITY FL 346554615

DAVID HAYNER
9141 CALLAWAY DR
TRINITY FL 346554615

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5025 KNIGHT STATION RD
LAKELAND FL 338105403

JOHN T HOWELL TR
5025 KNIGHT STATION RD
LAKELAND FL 338105403

J MICHAEL JONES
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TAMPA FL 336131065

BEVERLY KENEMUTH
5834 LAKE VICTORIA COVE
LAKELAND FL 338134743

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2386 CAMPOBELLO TER
THE VILLAGES FL 321622451

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MOUNT LOOKOUT WV 266780004

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WINTER HAVEN FL 338801530

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3895 35TH WAY S APT 120
SAINT PETERSBUR FL 337114377

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150 MAPLE DR
TRAFFORD PA 150851435

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987 TALON POINTE DR
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LARSON FAMILY TRUST
C/O J. WILSON 445 ROSE ST NE
SALEM OR 973014471

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111 PINEHURST LOOP
SEQUIM WA 983823657

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WINTER HAVEN FL 338812332

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THE COLBORN REV LIV TRUST
1127 BROKEN WAGON TRAIL
DEWEY AZ 863275422

EVE LENFESTEY
1212 E LAKE CANNON DR NW
WINTER HAVEN FL 338812332

686 WARREN AVE LTD
PARTNERSHIP
ATTN JOHN OR LINDA SHEBEK 686
COPPER BASIN RD PRESCOTT AZ
86303-4604 N/A N/ N/A

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2541 S CRYSTAL LAKE DR
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LK HAVASU CTY AZ 864033211

SHERYL CURREY
2085 MIMOSA DR
LK HAVASU CTY AZ 864035715

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2541 S CRYSTAL LAKE DR
AVON PARK FL 338258694

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2085 MIMOSA DR
LAKE HAVASU CIT AZ 864035715

LEWIS M MILLER &
1900 WINDSWEPT OAK LN
FERNANDINA FL 320348995

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3665 N PRINCE VILLAGE PL
TUCSON AZ 857192028

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PRESCOTT AZ 863033354

GENE L INSLEE REV LIV TRUST
305 WEBB LN NE
CLEVELAND TN 373234594

THE ALLEN R. DIETERLE CHARITABLE
17866 N 44TH AVE
GLENDALE AZ 853081639

DAVID L GROTHE TRUST
5428 W ARROWHEAD DR
PRESCOTT AZ 863057564

RAYMOND A & JEANNE O JENKINS
916 CANTERBURY LN APT 2306
PRESCOTT AZ 863014726

ROBERT C DYER &
1035 SCOTT DR APT 423
PRESCOTT AZ 863011780

DONNAKAY GROTHE &
100 ALPINE
PRESCOTT AZ 863055033

MARY JOHNSON
3631 ORO GRANDE BLVD
LK HAVASU CTY AZ 864067210

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2187 MISSION WAY UNIT B
PRESCOTT AZ 863014334

RAYMOND & CHRISTINE GYLLING LIV
11799 N TRAFALGAR ST
HAYDEN ID 838359136

JOHNSON FAMILY TRUST
3631 ORO GRANDE BLVD
LK HAVASU CTY AZ 864067210

EARL ERICKSON
8489 E OLIVE ANN LN
YUMA AZ 853658664

GENEVIEVE ERICKSON
8489 E OLIVE ANNE LN
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4930 ANTELOPE DR
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THE GARRETT LIVING TRUST
8501 N NOB HILL DR
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WARREN M & BETTY LOUCKS TRUST
13840 N DESERT HARBOR DR APT 236
PEORIA AZ 853813623

RANDOLPH J & BARBARA J LUCAS
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5526 PALOMA AVE APT B
PARADISE CA 959695153

THE RESTATED HOLMES FAMILY TRUST
657 S PARK CENTRE AVE APT 130
GREEN VALLEY AZ 856142134

MRGUDICH FAMILY TRUST
95 WILDWOOD DR
PRESCOTT AZ 863055094

GRAZYNA MUELLNER
5700 MARKET ST APT 1006
PRESCOTT VALLEY AZ 863146519

EUGENE NALEWAY
18156 S JOHN FRY AVE
PEEPLES VLY AZ 863328611

RICHARD JOHNSON
3631 ORO GRANDE BLVD
LK HAVASU CTY AZ 864067210

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SEDONA AZ 863365523

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14113 N THUNDERBIRD ROAD
PRESCOTT AZ 86305

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3211 SUNFLOWER DR
PRESCOTT AZ 863053731

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14113 N THUNDERBIRD ROAD
PRESCOTT AZ 86305

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W 6217 LONE OAK DR
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THE MORSE LIVING
4600 N VERDE VISTA DR
PRESCOTT VLY AZ 863145217

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SUN CITY WEST AZ 853753860

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UTD 11/14/2000 FBO ARTHUR D
3400 LOCHINVAR DR
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NORTH FORK ID 834664901

DONALD WAYNE WHITE &
750 NORTHWOOD LOOP
PRESCOTT AZ 863035317

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MESA AZ 852058463

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675 COAL DR
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PRESCOTT AZ 863015594

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LYNNE WATTENBERG JT TEN
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MONROE, NJ 08831

LARRY B WATTENBERG
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IRA ROLLOVER 08/02/13
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FOR THE ESTATE OF
DOROTHY BLACKSTONE
34 TOWER MOUNTAIN DRIVE
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MARCIA J COLANGECCO JTWROS
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100 NW 69TH CIRCLE 13-6
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DEER HAVEN RANCH MARTIAL
DEDUCTION TR #1 UTD 3/20/04
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CAROLYN SEIFERT JT WROS
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T MICHAEL RAHAIM
WEDBUSH SECURITIES INC CTDN
IRA CONTRIBUTORY 08/02/13
1931 BLOOMING PARK LANE
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WALLACE HOLLANDER TTEE
U/A DTD 08/19/1993
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Opelika, AL 36801

Greatfully Green Landscapes, LLC
PO Box 146
Auburn, AL 36831

Weaver's Pest Pros, LLC
PO Box 254
Opelika, AL 36803-0254

Klein Plumbing
3409 Skyway Drive
Auburn, AL 36830

Spartman, Inc.
d/b/a May Refrigeration
700 Walker Street
Opelika, AL 36801

Evans Ace Inc.,
d/b/a Lindale Ace Hardware
Attn: Gary Evans
3116 Maple Road
Lindale, Georgia 30147
Acege3116@bellsouth.net

Ascentium Capital LLC
23970 Hwy 59 N
Kingwood, Texas 77339-1535

Ascentium Capital LLC
c/o Kevin A. Stine
3414 Peachtree Rd., NE, Suite 1600
Atlanta, Georgia 30326

Cave Spring Housing
Development Corporation
121 Fincher Street
Cave Spring, Georgia 30124
Attn: Ms. Diane Duffey

J. Anderson Davis, Esq.
Brinson Askew Berry Seigler
Richardson & Davis, LLP
PO Box 5007
615 West First Street
Rome, Georgia 30162-5007

Georgia Power
96 Annex
Atlanta, GA 30396

Stellar Private Cable Systems/SeniorTV
975 E. Tallmadge Avenue
Akron, OH 44310

Grove Menues
16404 NE 127th Street
Kearney, MO 64060

True Natural Gas SEDC
PO Box 530812
Atlanta, GA 30353-0812

Cook's Pest Control
203 Highway 411 SE
Rome, Georgia 30161

Go Green Medical Waste Solutions
PO Box 2222
Dahlonega, GA 30533

Alarm Systems &
Telenet Systems
PO Box 2732
Rome, GA 30165

City of Rome Finance
Attn: Sheree Shore
601 Broad St
P.O. 1433
Rome, GA 30161

Georgia Department of Revenue
Rome Regional Office
314 East Main Street, Ste. 150
Cartersville, Georgia 30120

Kevin Payne,
Tax Commissioner Floyd County, GA
101 West 5th Ave
Rome, Georgia 30161

Floyd County Tax Office
P.O. Box 26
Rome, Georgia 30162-0026

BellSouth Telecommunications
707 E. Second Avenue
Rome, Georgia 30161

Comcast
2925 Courtyards Drive
Norcross, Georgia 30071

Savannah Economic Development Authority
P.O. Box 128
Savannah, Georgia 31402
Attn: President

Savannah Economic
Development Authority
131 Hutchinson Island Road
4th Floor
Savannah, Georgia 31421
Attn: Chairman

Thomas S. Gray, Jr., Esq.
Gray Pannell & Woodward
24 Drayton St. #1000
Savannah, Georgia 31401

Sentimental Productions
PO Box 14716
Cincinnati, OH 45250

Valley Proteins
151 Valpro Drive
Winchester, VA 22603

City of Savannah Water
Reclamation
1400 E. President Street
Savannah, Georgia 31404

Guardian Pharmacy of Atlanta, LLC
10929 Highway 301 South, Ste. 111
Atlanta, Georgia 30458

Sysco Jacksonville, Inc.
1501 Lewis Industrial Drive
Jacksonville, Florida 32254

City of Savannah Finance Dept
David Maxwell
P.O. Box 1027
2 East Bay St.
Savannah, Georgia 31401

United States Attorney's Office
Southern District of Georgia
600 James Brown Blvd, Suite 200
Augusta, Georgia 30901

Development Authority of
Walton County
132 E. Spring Street
Monroe, Georgia 30655
Attn: W. Morris Jordan

American Security Safe &
Lock, LLC
2569 Iris Drive SE, Suite A
Conyers, Georgia 30013

Baccus Pest Control
P.O. Box 1208
Monroe, Georgia 30655

Darling International
1283 College Park Dr.
Dover, Delaware 19904

Georgia Department of Labor
7249 Industrial Blvd. NE
Covington, Georgia 30014

University Extended Care
561 University Dr.
Evans, GA 30809

Chatham County Tax
Commissioner
222 W. Oglethorpe Ave. #107
Savannah, Georgia 31401

Performance Food Group, Inc.
c/o Vivian Hudson Uchitel
Simpson Uchitel & Wilson
34490 Piedmont Rd., NE
Atlanta, Georgia 30305
vhudson@suwllp.com

Chris H. Atkinson, Esq. Atkinson
Ferguson, LLC
118 Court Street
Monroe, Georgia 30655

Amerimed EMS
P.O. Box 1853
Buford, Georgia 30515

Brian Trent
202 Joshua Ct.
Social Circle, Georgia 30025

Destiny Fire & Safety, LLC
P.O. Box 233
McDonough, Georgia 30253

Guarantee Insurance Company
P.O. Box 630694
Cincinnati, Ohio 45263-0694

Georgia Department of Revenue
Savannah Regional Office
1000 Towne Center Blvd.
Building 900, Suite A
Pooler, Georgia 31322

United States Attorney's Office
Southern District of Georgia
22 Barnard Street, Suite 300
Savannah, Georgia 31401

America Cablevision of Carolina, Inc.
327 Hillsborough Street
Raleigh, NC 27603

Department of Labor State of Georgia
Employer Accounts Section
Sussex Place - Room 738
148 Andrew Young International Blvd., NE
Atlanta, Georgia 30303-1751

ARM Solutions Inc.
P.O. Box 3666
Camarillo, California 93011-3666

Covington Newspaper
Company, Inc.
1166 Usher Street NW
Covington, Georgia 30014

Freshway Market
1261 North Cherokee Road
Social Circle, Georgia 30025

Miguel Cossio
1075 South Main Street, Ste. 400
Madison, Georgia 30650

Print Logic Inc.
2016 Leroy Anderson Road
Monroe, Georgia 30655

Quill.com
P.O. Box 37600
Philadelphia, Pennsylvania
19101-0600

Sherwin Williams
6230 Shiloh Road, Suite 230
Alpharetta, Georgia 30005

Simpson, Uchitel & Wilson
3490 Piedmont Road, NE
Atlanta, Georgia 30305

Social Circle Ace Home Center
181 S. Cherokee Rd.
Social Circle, Georgia 30025

UMB Bank, N.A.
P.O. Box 414589
Kansas City, Missouri 64141-4589

US Foods
P.O. Box 281945
Atlanta, Georgia 30384-1945

Utility Management Services,
P.O. Box 890134
Charlotte, North Carolina
28289

Wayne Moon
P.O. Box 904
Oxford, Georgia 30054

Georgia Department of Revenue
1800 Century Blvd. NE
Atlanta, Georgia 30345

City of Social Circle
PO Box 310
Social Circle, Georgia 30025

Walton County Tax Commissioner
303 South Hammond Drive, Ste. 100
Walton County Government Building
Monroe, Georgia 30655

Ascentium Capital LLC
c/o Kevin A. Stine
Baker, Donelson, Bearman,
3414 Peachtree Rd., NE, Ste 1600
Atlanta, Georgia 30326

Turner
3920 Antoinette Drive
Montgomery, Alabama 36111

Brame Special Co., Inc.
PO Box 271
Durham, North Carolina 27702

ITW Food Equipment Group
701 S. Ridge Ave.
Troy, Ohio 45374

Alere Toxicology
51 Sawyer Road, Suite 200
Waltham, MA 02453-3448

Advanced Disposal Solid
Waste Southeast
1303 Washington Blvd.
P.O. Box 781150
Tallassee, AL 36078

Alabama Power
PO Box 242
Birmingham, Alabama 35292

Montgomery Water Works
& Sewer Board
PO Box 1670
Montgomery, Alabama 36102

Target Exterminating & Lawn
8113 Sorrel Lane
Montgomery, AL 36117

Buford Nutritional Services
4125 Buford Dr NE
Buford, GA 30518

US Foods
9399 West Higgins Road,
Suite 500
Rosemont, IL 60018

Cintas Corporation #231
2765 Gunter Park Dr. W
Montgomery, Alabama 36109

Air Conditioning by Luquire
1155 Eastern Blvd.
Montgomery, Alabama 36117

Creative Security Systems
PO Box 211358
Montgomery, Alabama

Daniel, Lawson, Tuggle & Jerles
912 Main Street
P.O. Box 89
Perry, Georgia 31069-3334

Lawson Financial Corporation
1660 Gulf Blvd, #208
Clearwater, FL 33767

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Nashville, TN 37219

John D. Gorzalski
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2600 W. Big Beaver Rd Suite 300
Troy, MI 48084

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The Realty Building
24 Drayton Street, Suite 1000 Savannah, GA 31401

Gainesville and Hall County Development Authority
c/o Stewart Melvin & Frost, LLP
Hunt Tower, Suite 600
200 Main Street
Gainesville, GA 30501

Sysco Central Alabama, Inc.
1000 Sysco Drive
Calera, Alabama 35040

Maxus, Inc.
c/o Clark Hammond
P.O. Box 530910
Birmingham, AL 35253

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3104 E. Camelback Road
Suite 1004
Phoenix, AZ 85016

Robert W. Lawson
Lawson Financial Corporation
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Phoenix, AZ 85016

Shakelford, Bowen, McKinley & Norton,
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Fourth Floor
Dallas, Texas 75231

Shakelford, Bowen, McKinley & Norton,
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Nashville, Tennessee 37203

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Gainesville and Hall County Development Authority
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Gainesville, GA 30503

Legacy LTC Consulting
139 Thoroughbred Lane
Alabaster, AL 35007

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Richard B. Miller
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Tinton Falls, NJ 07724

Cottingham & Porter, P.C.
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Douglas, GA 31533

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Page, Scrantom, Sprouse, Tucker and Ford,
Synovus Centre
1111 Bay Avenue 3rd Floor
Columbus, GA 31901

Development Authority of Columbus, GA
c/o William L. Tucker, Esq.
Page, Scrantom, Sprouse, Tucker & Ford
1111 Bay Avenue, Third Floor
Columbus, Georgia 31901

The Medical Clinic Board of the City of Opelika, Alabama
c/o John Scott Pierce, Esq.
Capell & Howard, P.C.
150 South Perry Street
Montgomery, Alabama 36104

Randall Calvert
1041 NW Grand Blvd
Oklahoma City, OK 73118

Dated: May 24, 2019

/s/ Blake D. Roth

Blake D. Roth
Ryan K. Cochran (admitted *pro hac vice*)
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Nashville, Tennessee 37219
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Counsel for the Receiver

EXHIBIT D

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Nashville, Tennessee 37219
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ryan.cochran@wallerlaw.com

Counsel for the Receiver

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; GAINESVILLE ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

SCHEDULING ORDER AND PRELIMINARY APPROVAL OF SETTLEMENT AND RELEASE AGREEMENT, INCLUDING PROPOSED DISTRIBUTION PLAN AND BAR ORDER AND JUDGMENT

The motion before this Court (the "***Preliminary Approval Motion***") concerns a proposed settlement (the "***Settlement***") between, among others, the Receiver and Carr, Riggs & Ingram, LLC ("***CRI***"), as a potential defendant on claims alleged by the Receiver on behalf of the Receivership Entities and the Bondholders. Capitalized terms not otherwise defined in this Scheduling Order shall have the meaning assigned to them in the Settlement Agreement attached to the Preliminary Approval Motion (the "***Settlement Agreement***").

In the Preliminary Approval Motion, the Receiver seeks the Court's approval of the terms of the Settlement as set forth in the Settlement Agreement and the entry of a Bar Order and Judgment in the form attached as Exhibit "***E***" to the Settlement Agreement. After reviewing the terms of the Settlement Agreement and considering the arguments presented in the Preliminary Approval Motion, the Court preliminarily approves the Settlement, including the proposed Distribution Plan, as adequate, fair, reasonable, and equitable. Accordingly, the Court enters this Scheduling Order to: (i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan and Bar Order and Judgment; (ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) set the deadline for responding to any objection so filed; (iv) set the deadline and the manner for the submission of claims by those Bondholders who or which previously owned Bonds for distributions from the Net Settlement Proceeds; (v) set the date, time and location of the final approval hearing before this Court regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the

professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor (the "***Final Approval Hearing***"), as follows:

1. **Preliminary Findings Regarding the Settlement**. Based upon the Court's review of the terms of the Settlement Agreement, the arguments presented in the Preliminary Approval Motion, and the Preliminary Approval Motion's accompanying Exhibits, the Court preliminarily finds that the Settlement, including the proposed Distribution Plan and Bar Order and Judgment, is fair, reasonable, and equitable; has no obvious deficiencies; and is the product of serious, informed, good-faith, and arm's-length negotiations and mediation. The Court further preliminarily finds that the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in assigning the Current Bondholder Claims to the Receiver, in entering into the Settlement, and that the Indenture Trustees have the Authority to execute the releases provided in the Settlement Agreement. The Court, however, reserves a final ruling with respect to the terms of the Settlement until after the Final Approval Hearing referenced below in Paragraph 2.

2. **Final Approval Hearing**. The Final Approval Hearing will be held before United States District Court Judge, the Honorable _____ of the United States District Court for the District of New Jersey, United States Courthouse, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, in Courtroom ___, at _____ _.m. on _____ ___, 2019, which is a date at least ninety (90) calendar days after entry of this Scheduling Order. The purposes of the Final Approval Hearing will be to: (i) determine whether the terms of the Settlement, including the Distribution Plan, should be finally approved by the Court; (ii) determine whether the Bar Order and Judgment attached as Exhibit "***E***" to the Settlement Agreement should be entered by the Court; (iii) rule upon any objections to the Settlement, the Distribution Plan, and the Bar Order and

Judgment; (iv) rule upon the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor; and (v) rule upon such other matters as the Court may deem appropriate.

3. **Stay Pending Order on Final Approval or Further Order of Court.** Except to the extent necessary to address the Preliminary Approval Motion, the Court hereby preliminarily stays, bars, restrains, and enjoins, the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all other Interested Parties, and all other non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, any Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder,

an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise. The preliminary stay and injunction imposed by this paragraph shall remain in effect until further order of the Court.

4. **Notice**. The Court approves the form of Notice attached as Exhibit "A" to the Settlement Agreement, including the Claim Form appended thereto, and finds that the distribution, dissemination and publication of Notice along with the publication of the Short Form Notice once a week for three consecutive weeks in the Wall Street Journal and U.S.A. Today described in the Settlement Agreement and the Preliminary Approval Motion: (i) constitute the best practicable notice; (ii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the Settlement and the Bar Order, and to appear at the Final Approval Hearing; (iv) constitute due, adequate, and sufficient notice; (v) meet all requirements of applicable law, including the Federal Rules of Civil Procedure, the United States Code and the United States Constitution (including Due Process); and (vi) will provide to all Persons a full and fair opportunity to be heard on these matters. The Court further approves the form of Short Form Notice attached as Exhibit "B" to the Settlement Agreement and the proposal as to publication of the Short Form Notice. Therefore:

a. The Receiver is hereby directed, no later than seven (7) calendar days after entry of this Scheduling Order, to cause the Notice in substantially the form attached as Exhibit "A" to the Settlement Agreement to be sent via electronic mail, first class mail, or international delivery service to (a) all parties that appeared and requested notice in the SEC Receivership Case; (b)

counsel to the CRI Parties; (c) counsel to the Indenture Trustees; (d) the Underwriter for each Offering; (e) counsel to the Underwriter, at the time of the Offering, for each Offering; (f) the Issuer for each Offering; (g) counsel to the Issuer, at the time of the Offering, for each Offering; (h) bond counsel for each Offering; (i) the Depository Trust Company ("***DTC***"); (j) the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("***EMMA***"); (k) to the extent they have identified themselves to the Indenture Trustees each of the past or present Bondholders; (l) the original purchasers of the Bonds whose identity was provided to the SEC by the Underwriters in the course of the SEC's investigation of the Defendants, and (m) posted on the Receiver's website http://oxtonseniorlivingreceivership.com.

b. With respect to the Notice sent to DTC, the Receiver is hereby further directed to request that DTC forward the Notice to each participant of DTC who is reflected in DTC's records as a holder of the Bonds.

c. With respect to Notice sent to the Underwriters of the Offerings, the Receiver is hereby further directed to request that such Underwriters send the Notice to each past or present beneficial owner of the Bonds to the extent such beneficial owners are identifiable by the Underwriters from their records through reasonable efforts.

d. With respect to the Notice sent to EMMA, the Receiver is hereby further directed to request, or cause the Indenture Trustees to request, that EMMA publish the Notice, the Preliminary Approval Motion and all Exhibits thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order on its website under the CUSIP numbers for the respective Bonds issued in connection with each of the Offerings.

e. The Receiver is further hereby directed, no later than seven (7) calendar days after the entry of this Scheduling Order, to cause the Notice, the Approval Motion and all Exhibits

thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order to be posted on the Receiver's web site http://oxtonseniorlivingreceivership.com/.

f. The Receiver is hereby further directed, no later than seven (7) calendar days after entry of this Scheduling Order, to cause the Short Form Notice in substantially the same form attached as Exhibit "B" to the Settlement Agreement to be published once a week for three consecutive weeks in the national edition of *The Wall Street Journal and U.S.A. Today.*

g. The Receiver is hereby further directed promptly to provide the Notice, the Motion and all Exhibits thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order, to any Person who requests such documents, in writing by use of a recognized overnight mail carrier, to William F. Ryan, Jr., an attorney at Whiteford, Taylor & Preston, LLP, 7 St. Paul Street, Baltimore, Maryland 21202. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

h. No less than ten (10) calendar days before the Final Approval Hearing, the Receiver shall cause to be filed with the Clerk of this Court an affidavit or declaration of compliance with subparts (a) through (g) of this Paragraph 4.

5. **Objections and Appearances at the Final Approval Hearing**. Any Person who wishes to object to the terms of the Settlement, the Distribution Plan, the Bar Order and Judgment, or Receiver's request for approval of Receiver's attorneys' fees and costs, or who wishes to appear at the Final Approval Hearing, must do so by filing an objection, in writing, with this Court in this case by ECF or by mailing the objection to the Clerk of the United States District Court for the District of New Jersey, United States Courthouse, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, so that it is received no later than ten (10) calendar days before the Final Approval Hearing. All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Settlement, the Bar Order and Judgment, or the Receiver's request for approval of Receiver's attorneys' fees and costs; and

f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear at the Final Approval Hearing without filing a written objection and request to appear at the Final Approval Hearing as set forth in subparts a. through f. of this Paragraph 5. Copies of any objections filed must be contemporaneously served by ECF, or by email or first class mail, upon each of the following:

Counsel to the Receiver:

Ryan K. Cochran
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Phone: (615) 850-8778
E-mail: ryan.cochran@wallerlaw.com

William F. Ryan, Jr.
Whiteford Taylor & Preston, LLP
7 St. Paul Street, 15th Floor
Baltimore, MD 21202
Phone: (410) 347-8741
E-mail: wryan@wtplaw.com

Counsel to Trustee BOKF:

Nora R. O'Neill
Frederic Dorwart, Lawyers PLLC
Old City Hall
124 East Fourth Street
Tulsa, OK 74103-5027
Phone: (918) 583-9922
E-mail: noneill@fdlaw.com

Counsel to Trustee U.S. Bank:

George M. Taylor III
Burr & Forman, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: (205) 458-5254
E-mail: gtaylor@burr.com

Counsel to Trustee UMB:

Thomas Longino
Longino Public Finance LLC
2917 Central Avenue, Suite 205
Birmingham, AL 35209
Phone: (205) 490-2460
E-mail: thomas@longino.com

Counsel to the CRI Parties:

Thomas B.K. Ringe, III
Anthony J. Costantini
Patrick Matusky
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Phone: (215) 979-1160
E-mail: tbkringe@duanemorris.com

Lee H. Copeland
Copeland, Franco, Screws & Gill, P.A.
P.O. Box 347
Montgomery, AL 36101-0347
Phone: (334) 834-1180
E-mail: Copeland@copelandfranco.com

Any Person filing an objection shall be deemed to have submitted to the jurisdiction of this Court for all purposes of that objection, the Settlement, and the Bar Order and Judgment. Potential objectors who do not present opposition by the time and in the manner set forth above shall be deemed to have waived the right to object (including any right to appeal, seek reconsideration or other review) and to appear at the Final Approval Hearing and shall be forever barred from raising such objections in this action or any other action or proceeding. Persons do not need to appear at the Final Approval Hearing or take any other action to indicate their approval, but if they desire to claim entitlement to distributions from the Net Settlement Proceeds, they must comply with Paragraph 7 of this Scheduling Order regarding submission of claims.

6. **Responses to Objections**. Any Party to the Settlement Agreement may respond to an objection filed pursuant to Paragraph 5 by filing a response with the Clerk of the Court in this case no later than two (2) calendar days before the Final Approval Hearing. To the extent any Person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email and/or mailing address provided by that Person.

7. **Submission of Claims.** Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to the Notice attached as Exhibit "*A*" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of this Scheduling Order. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. Current Bondholders are exempt from the requirement of submitting a Claim Form.

8. **Adjustments Concerning Hearing and Deadlines**. The date, time, and place for the Final Approval Hearing, and the deadlines and date requirements in this Scheduling Order, shall be subject to adjournment or change by this Court without further notice other than that which may be posted by means of ECF in this case.

9. **Retention of Jurisdiction**. This Court shall retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

10. **Entry of Injunction**. If the Settlement is approved by the Court, the Court will enter the Bar Order and Judgment in this case. If entered, the Bar Order and Judgment will permanently bar, restrain, and enjoin, among others, Interested Parties, including Bondholders and Claimants, from asserting, bringing, encouraging, assisting, continuing, prosecuting, or pursuing against CRI or any of the CRI Released Parties, any claim, action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including, without limitation, contribution or indemnity claims, constituting a Settled Claim.

11. **Use of Order**. Under no circumstances shall this Scheduling Order be construed, deemed, or used as an admission, concession, or declaration by or against the CRI Released Parties of any fault, wrongdoing, breach or liability. Nor shall the Order be construed, deemed, or used as an admission, concession, or declaration by or against the Receiver or the Indenture Trustees that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have. Neither this Scheduling Order, nor the proposed Settlement Agreement, or any other settlement document, shall be filed, offered, received in evidence, or otherwise used in these or any other actions or proceedings, except to approve, give effect to, implement or enforce the Settlement or the terms of this Scheduling Order.

IT IS SO ORDERED.

SIGNED on _____ ___, 2019.

_____

EXHIBIT E

WALLER LANSDEN DORTCH & DAVIS, LLP
Blake D. Roth
Ryan K. Cochran (admitted *pro hac vice*)
511 Union Street, Suite 2700
Nashville, Tennessee 37219
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Email: blake.roth@wallerlaw.com
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Counsel for the Receiver

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; GAINESVILLE ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND RELATED RELIEF INCLUDING A FINAL BAR ORDER

This matter comes before the Court on the Receiver's *Request for (I) Entry of Preliminary Approvals and Scheduling Order and (II) Motion for Entry of Order Approving Proposed Settlement, the Proposed Notice of Settlement, and to Enter the Bar Order and Final Judgment* (the "***Motion***"). (Dkt. No. __). The Motion was filed by Derek Pierce, the court-appointed Receiver in this case ("***Receiver***"). Following notice and Hearing, and having considered the Motion and any and all responses, replies, and other filings with respect to the Motion; and having heard and considered the arguments presented at the Final Approval Hearing[1]; and upon finding that this Court has jurisdiction over the Motion and that venue is proper in this Court; and upon finding good and sufficient cause for granting the relief sought in the Motion; and for the reasons stated on the record at the Final Approval Hearing and those that follow, the Court **GRANTS** the Motion.

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Factual and Procedural Background

1. The Settlement Agreement

The Settlement which is the subject of the Motion is set forth in a written Settlement Agreement by and between: (i) Derek Pierce, in his capacity as Receiver and as assignee of claims of Bondholders[2]; (ii) Carr, Riggs & Ingram, LLC ("CRI"); (iii) Wink Laney ("***Laney***"); and (iv) Russ Frederick ("***Frederick***" and, together with CRI and Laney, the "***CRI Parties***");[3] (v) BOKF, National Association d/b/a Bank of Oklahoma ("***Trustee BOKF***"); UMB Bank, N.A.

[1] Capitalized terms used in this Order and not otherwise defined herein shall have the meaning set forth in the Preliminary Approval Motion or the Settlement and Release Agreement ("***Settlement Agreement***") attached as Exhibit "1" to the Preliminary Approval Motion.
[2] Consistent with the terms of the Settlement Agreement, the term Bondholders means all "Persons (as defined in the Settlement Agreement) who or which currently own or previously owned a Bond."
[3] Laney and Frederick are members of CRI.

("***Trustee UMB***"); and (vii) U.S. Bank, National Association ("***Trustee U.S. Bank***" and, together with Trustee BOKF and Trustee UMB, the "***Indenture Trustees***," and, singularly, an "Indenture Trustee"), each in their capacities as Indenture Trustees.[4] The essential terms of the Settlement are summarized in Section I. A. 5., below, and in the Notice of proposed Settlement previously approved by the Court. The Settlement Agreement itself contains a full and complete statement of terms.

2. Factual Background

The Receiver's Motion arises in the context of an ongoing equitable receivership proceeding, initiated on motion of the Securities and Exchange Commission ("***SEC***") and carried out pursuant to orders and under the supervision of this Court. The entities in receivership, at issue in Receiver's Motion, include the following: Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC ("***Douglas***"), Rome ALF, LLC ("***Rome***"), Savannah ALF, LLC ("***Savannah***"), Gainesville ALF, LLC ("***Gainesville***"), Waterford Place ALF, LLC ("***Waterford***"), Montgomery ALF, LLC ("***Montgomery***"), Columbus ALF, LLC ("***Columbus***") and Opelika ALF, LLC ("***Opelika***" and, together with Douglas, Rome, Savannah, Gainesville, Waterford, Montgomery and Columbus, the "***Borrowers***").

The Borrowers, eight in number, are limited liability companies formed for the purpose of acquiring and operating assisted living and/or memory care facilities. After obtaining conduit municipal bond financing as described below, each Borrower acquired and operated an assisted living and/or memory care facility (separately, a "***Facility***" and, collectively, the "***Facilities***").

[4] Each of the parties to the Settlement Agreement is hereinafter referred to as a Party and, collectively, as the "Parties," to the Settlement Agreement.

The Borrowers were formed by Dwayne Edwards ("***Edwards***") and Todd Barker ("***Barker***"). Edwards and Barker each owned a 50% interest in each of the Borrowers.

During the period from August 28, 2014 (Douglas) through September 24, 2015 (Opelika), each of the Borrowers was a party to a conduit municipal bond offering secured by an Indenture (each, an "***Offering***" and, collectively, the "***Offerings***"). The stated purposes for each such Offering included the acquisition and operation of a Facility. Through these Offerings, the Borrowers collectively raised from Bondholders approximately $58.5 million.[5]

Each of the Offerings is secured by an Indenture naming an Indenture Trustee and empowering such indenture trustee to assert and protect the rights of Bondholders. Trustee BOKF is the Indenture Trustee with respect to six of the Offerings, *i.e.,* those relating to Douglas, Rome, Savannah, Gainesville, Waterford and Columbus. Trustee U.S. Bank is the Indenture Trustee with respect to the Opelika Offering. Trustee UMB is the Indenture Trustee with respect to the Montgomery Offering. Pursuant to their respective Indentures, each of the Indenture Trustees has the right, power and authority to pursue claims against third parties for injuries caused to Bondholders in connection with the respective Offerings for which they serve as Indenture Trustee (subject to an assignment of such claims to the Receiver, as discussed below).

CRI is a public accounting firm. In connection with each of the Offerings, and continuing through 2016, the CRI Parties performed various professional services for the Borrowers. Each of the Borrowers engaged CRI, among other things, to examine forecasted financial statements prepared by the Borrower's management (a "***Financial Forecast***") and to

[5] The bonds issued in connection with the Offerings are herein referred to collectively as the "Bonds" and singularly as a "Bond" and, as noted in footnote 2, the Persons who or which currently own or previously owned a Bond are referred to collectively as the "Bondholders" and singularly as a "Bondholder."

issue an independent accountant's report (a "***Report***") with respect to such Financial Forecast. CRI issued a Report with respect to each Offering. Management's Financial Forecast and CRI's Report were included in the official statement prepared for each Offering (singularly, an "***Official Statement***" and, collectively, the "***Official Statements***"). In each such Report, CRI opined that management's related Financial Forecast was presented in conformity with guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants ("***AICPA***") and that the underlying assumptions provided a reasonable basis for management's Financial Forecast. CRI's Reports and the Official Statements contained cautionary statements regarding the Financial Forecasts, including statements in the Reports that there will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected and those differences may be material. In addition to examining and providing a Report with respect to management's Financial Forecast, CRI provided other accounting services to each Borrower, including audit, compilation and tax services.

During 2016, each of the Borrowers defaulted on its obligations with respect to the Bonds resulting in various bankruptcy and receivership proceedings, including, ultimately, this action brought by the SEC. As a result of such defaults, many of the Bondholders sustained losses by reason of their investments in the Bonds.

3. Procedural Background

The SEC commenced this action on January 20, 2017, by filing a Complaint naming Edwards, Barker, each of the Borrowers, and Senior Solutions of Social Circle, LLC ("***Social Circle***") as defendants. (Dkt. No. 1).[6] In its Complaint, the SEC generally alleged that the

[6] Social Circle was a ninth entity through which Edwards and Barker, through conduit municipal bond financing, acquired and operated an assisted living facility. The CRI Parties, however, had no involvement with that entity. In

defendants had improperly commingled and misappropriated money from the Offerings and revenues of the Facilities and sought the appointment of a receiver to administer the assets and the receivership estates ("***Receivership Estates***") of the Borrowers. On the same day that the Complaint was filed, January 20, 2017, the SEC moved, *inter alia*, for the appointment of a receiver. (Dkt. No. 2). On January 23, 2017, this Court entered its Order granting the SEC's motion and appointing the Receiver (the "***Receivership Order***"). (Dkt. No. 7).

Pursuant to the Court's Receivership Order, this Court has exclusive jurisdiction over and possession of the assets of the Borrowers. The Receivership Order vests in the Receiver all powers and authority of a receiver at equity and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Rule 66 of the Federal Rules of Civil Procedure, including the authority to investigate and pursue claims and causes of action for the benefit of the Receivership Estates and their creditors, including the Bondholders.

Following the entry of the Receivership Order, and in furtherance of his responsibilities, the Receiver investigated whether claims existed against third parties. Based upon his investigation, the Receiver came to believe that each of the Borrowers, the Indenture Trustees on behalf of those Bondholders who or which currently own a Bond, and those Bondholders who or which previously owned a Bond, held claims against the CRI Parties for alleged injuries caused to each Borrower and the Bondholders arising out of the Offerings and the CRI Parties' professional services described above (respectively, the "***Receivership Borrower Claims***," the "***Current Bondholder Claims***," and the "***Previous Bondholder Claims***").

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addition to those named as Defendants identified in the text, the SEC's Complaint joined the following as "***Relief Defendants***": Oxton Senior Living, LLC; Manor House Senior Living, LLC; Susan Edwards a/k/a Susan Rogers; Sharon Nunamaker a/k/a Sharon Hadden; and SDH Design, LLC.

Pursuant to an Assignments of Claims dated April 13, 2018 by and between the Receiver and the Indenture Trustees, as amended pursuant to an Amendment No. 1 to Assignments of Claims dated October 1, 2018, and further amended in the Settlement Agreement (as amended, the "***Assignment Agreement***"), each of the Indenture Trustees assigned its right, power and authority to pursue the Current Bondholder Claims to the Receiver (the "***Assigned Bondholder Claims***," and along with the Receivership Borrower Claims and the Previous Bondholder Claims, the "***Claims***"). On January 26, 2018, the Receiver filed an application seeking the authority to pursue the Claims and to retain special litigation counsel to assist him in doing so (the "***Claims Authorization Motion***"). (Dkt. No. 206). On March 6, 2018, this Court granted the Receiver's Claims Authorization Motion, thereby authorizing the Receiver to pursue such claims. (Dkt. No. 242). On April 13, 2018, and May 3, 2018, respectively, the Receiver, though his counsel, sent to the CRI Parties a Demand Letter before Legal Action and a Supplement to Demand Letter before Legal Action (together, the "***Demand Letter***"), asserting and seeking to resolve the Claims in advance of commencing a legal proceeding. Thereafter, in an effort to resolve the Claims, the CRI Parties and the Receiver commenced a mediation proceeding and conducted in-person mediation before a JAMS mediator panelist over the period from November 8, 2018, through November 9, 2018 (the "***Mediation***"). Before, during and after the Mediation, the Receiver and the CRI Parties negotiated at arm's length and in good faith, and ultimately, without admission or concession of liability or fault, reached the Settlement.

On _____ __, 2019, the Receiver filed the Motion. (Dkt. No. ___). The Court thereafter entered a Scheduling Order on _____ __, 2019, which, *inter alia,* preliminarily approved the Settlement, authorized the Receiver to provide notice of the

Settlement, established a schedule for the filing of objections and responses to objections to the Settlement and the relief sought by the Motion, established the deadline and the manner for the submission of claims by previous Bondholders, and set the date for the Final Approval Hearing to determine whether to grant final approval of the Settlement and enter the requested Bar Order and Judgment. (Dkt. No. ___). Pursuant to the Court's Scheduling Order, on _____ __, 2019, the Receiver filed a Declaration of Compliance, certifying compliance with the notice requirements of the Scheduling Order. (Dkt. No. __). On _____ __, 2019, the Court held the scheduled Final Approval Hearing.

During the Final Approval Hearing, any and all Persons who properly and timely filed objections to the Settlement and requested to be heard were afforded a full and fair opportunity to be heard. Proponents of the Settlement were likewise afforded a full and fair opportunity to be heard. The arguments of those heard during the Final Approval Hearing have been fully considered by the Court.

4. Summary of the Claims Asserted by the Receiver and the Defenses of the CRI Parties

The claims and defenses of the Receiver and the CRI Parties were fully developed and explored in the course of their negotiations and Mediation. They are summarized in the Notice previously approved by the Court.

Generally, the Receiver alleged that the CRI Parties breached their obligations to the Borrowers and the Bondholders with respect to the Financial Forecasts and made misstatements by issuing in the CRI Reports "***clean opinions***" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that the CRI Parties: (i) lacked the independence required to perform their responsibilities as independent certified public accountants in

examining and preparing Reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iii) failed properly to obtain support for and evaluate underlying assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. The Receiver asserted claims against CRI under various theories of recovery, including negligence, intentional tort, breach of contract, and breach of fiduciary duty.

For their part, the CRI Parties denied the Receiver's allegations and raised other defenses. The CRI Parties: (i) denied that they breached any obligations in connection with the Financial Forecasts and/or made any misstatements in the Reports; (ii) denied that they lacked the required independence; (iii) denied that they failed to disclose significant assumptions underlying the Financial Forecasts, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iv) denied that they otherwise failed to obtain support for or evaluate significant assumptions underlying the Financial Forecasts, including assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. To the contrary, the CRI Parties asserted that, in carrying out the engagements concerning the Financial Forecasts, CRI acted in conformity with AICPA guidance by performing such examination procedures as it considered necessary in the exercise of its professional judgment in the circumstances and by reasonably concluding, based on the preponderance of information, that management's assumptions were suitably supported and provided a reasonable basis for management's Financial Forecasts.

The CRI Parties further contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the claims of the Borrowers were barred by the doctrine of *in pari delicto*; (ii) that the Receivership Borrower Claims, the Bondholder Claims, and the Previous Bondholder Claims lacked merit because of the inability of all to prove reasonable reliance on anything the CRI Parties did or said; and (iii) that the conduct and statements of the CRI Parties were not the proximate cause of any loss that either the Borrowers or the Bondholders might have sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties. In short, the CRI Parties vigorously denied any wrongdoing on any theory of liability, whether based on common law or statute and whether sounding in negligence, intentional tort, breach of contract, breach of fiduciary duty, or otherwise.

5. Summary of the Essential Terms of the Settlement

Under the terms of the Settlement Agreement, CRI will pay $10 million to the Receiver. The Receiver shall, in turn, distribute a portion of the Net Settlement Amount, i.e., the Settlement Amount less attorneys' fees and costs awarded by the Court, first, to previous Bondholders who timely submit a fully and properly completed Claim Form and qualify for a distribution under the Distribution Plan, and, second, to the Indenture Trustees of the Bonds for distribution, in turn, to those Bondholders who or which currently hold a Bond. Current Bondholders do not need to submit a Claim Form.

In return, the CRI Parties seek global peace with respect to all claims that have been, or could have been, asserted against the CRI Released Parties, that in any way relate to the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the

Bondholders and/or any Settled Claim, including any claim, however denominated, seeking contribution or indemnity. Accordingly, the Settlement is conditioned on the Court's approval and entry of the Bar Order and Judgment, barring, restraining, and enjoining the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons, from prosecuting or pursuing any such claims against the CRI Released Parties.

For the reasons set forth herein, the Court finds that the terms of the Settlement Agreement are adequate, fair, reasonable, and equitable, and that the Settlement should be and is hereby **APPROVED.** The Court further finds that entry of the Bar Order and Judgment is appropriate and necessary.

II. FURTHER FINDINGS AND CONCLUSIONS

Accordingly, it is further hereby **FOUND, CONCLUDED AND DETERMINED** as follows:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure (sometimes, the "***Rules***").

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Final Approval Hearing in relation to the Motion are incorporated herein by reference to the extent not inconsistent with this Order.

C. This Court, as a court of equity, has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the requested Bar Order and Judgment. *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Receiver is a proper party to seek the entry of the Bar Order and Judgment.

D. The Court finds that the methodology, form, content, and dissemination of the Notice and Short Form Notice: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the releases contained in the Settlement Agreement, and the injunctions provided for in this Bar Order and Judgment; (iv) were reasonably calculated, under the circumstances, to apprise all Interested Parties of their rights and obligations in connection with the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all requirements of applicable law, including the Rules, the United States Code and the United States Constitution (including Due Process); and (vii) provided all Persons entitled to notice with a full and fair opportunity to be heard on these matters. No other or further notice is necessary or shall be required.

E. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

F. The Settlement Agreement and the transactions contemplated thereby, including the releases given therein, are in the best interests of the Borrowers, the Receivership Estates, creditors, including the Bondholders, and all other parties in interest.

G. The disclosures made by the Receiver and the Indenture Trustees concerning the Settlement Agreement and the related relief requested pursuant to the Motion were good, complete, and adequate.

H. The Settlement, including the Settlement Amount, was reached following extensive investigation of the facts and resulted from vigorous, good faith, arms-length, mediated negotiations involving experienced and competent counsel.

I. The Claims that have been or may be asserted against the CRI Parties by the Receiver and/or by others whose claims or potential claims are foreclosed by the Bar Order and Judgment entail vigorously disputed facts and complex, novel, and unsettled issues of law that have also been vigorously disputed. Resolution of such disputed factual and legal issues would require substantial time, effort, and expense to litigate, with a significant risk that the Receiver and such others may not ultimately prevail on such claims. Thus, there is a significant risk that future litigation of such claims may dissipate the assets of the Receivership Estates. Additionally, significant issues exist as to the merit and value of the claims asserted against the CRI Parties by the Receiver or that may be asserted by others whose potential claims are foreclosed by this Bar Order and Judgment.

J. After careful consideration of the record and applicable law, the Court concludes that the Settlement is the best option for maximizing the net amount recoverable from the CRI Parties for the Receivership Estates and the Bondholders.

K. The Settlement has been designed to ensure that all affected Bondholders have received an opportunity to resolve their claims against the CRI Parties through receipt of a portion of the Settlement Amount pursuant to the Receiver's Distribution Plan approved by the Court.

L. The ancillary relief measures requested in the Motion, specifically the Bar Order and Judgment, barring, restraining, and enjoining the pursuit and prosecution of claims against the CRI Released Parties, are essential to the CRI Parties' agreement to enter into the Settlement. In the absence of such a Bar Order and Judgment, the CRI Parties would not enter into the Settlement.

M. The Receiver acted reasonably, in good faith, and in the best interests of the Borrowers, the Receivership Estates, and all other Persons in interest, including the Bondholders, in negotiating and entering into the Settlement Agreement.

N. The Indenture Trustees have the right to assert and assign to the Receiver the Current Bondholder Claims as Indenture Trustees under the Indentures and to enter into and to approve the Settlement and the Settlement Agreement in their representative capacities and on behalf of those Bondholders who or which currently own a Bond. The Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own a Bond in assigning the Current Bondholder Claims to the Receiver and in approving the Settlement and executing the Settlement Agreement. The actions of the Indenture Trustees with respect to the Settlement and the Settlement Agreement have been consistent with all duties owed by the Indenture Trustees to those Bondholders who or which currently own a Bond and are consistent with the Indentures and applicable laws.

O. The Settlement Agreement and the transactions contemplated thereby, including the releases given therein, meet the standards established for the approval of a compromise and settlement in an equity receivership action; are reasonable, fair, equitable; and are supported by fair and adequate consideration.

P. The Settlement Agreement was negotiated, proposed, and entered into by the Receiver, the Indenture Trustees, and the CRI Parties without collusion, in good faith, and from arms-length bargaining positions.

Q. The Receiver has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for entering into the Settlement Agreement.

R. The allocation of the Net Settlement Proceeds among the Receivership Estates of the Borrowers is fair, reasonable, and equitable, and the distribution of the allocated Net Settlement Proceeds to previous Bondholders who timely submit a fully and properly completed Claim Form and qualify for a distribution under the Distribution Plan, and to the Indenture Trustees for the benefit of those Bondholders who or which currently own a Bond, as provided for in the Settlement Agreement, is fair, reasonable and equitable.

S. The fees and expenses of the Receiver and its general counsel and special counsel are reasonable and necessary.

T. Given all of the circumstances and the adequacy of the consideration provided to the Receivership Estates, and, in turn, to their Bondholders, by the CRI Parties, the Settlement Agreement constitutes a reasonable, informed, and sound exercise of the Receiver's and

Indenture Trustees' business judgment, is prudent, is in the best interests of the Receivership Estates and the respective Bondholders, and should be approved.

III. ORDER

NOW THEREFORE, IT IS HEREBY **ORDERED**, **ADJUDGED, and DECREED:**

1. The relief requested in the Motion is **GRANTED**.

2. The Settlement Agreement (which is deemed incorporated herein by reference) is hereby approved in all respects.

3. Any objections to the relief sought in the Motion that have not been previously resolved, withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on their merits.

4. The Receiver and the Indenture Trustees are authorized and directed to take any and all actions necessary and/or appropriate to effectuate and implement the Settlement Agreement and the relief granted pursuant to this Order, and neither the Receiver nor the Indenture Trustees shall have any liability to any person or entity in connection with any of the actions authorized pursuant to this Order and/or effectuating the Settlement Agreement.

5. Each and every term and provision of the Settlement Agreement including the releases, together with the terms and provisions of this Order, shall be binding in all respects upon all parties in interest with respect to these proceedings.

6. Pursuant to the provisions of Paragraph 61 and 62 of the Settlement Agreement, as of the Settlement Effective Date, the CRI Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the Receiver Releasing Parties and the Indenture Trustees Releasing Parties.

7. Pursuant to the provisions of Paragraph 65 of the Settlement Agreement, as of the Settlement Effective Date, the Receiver Released Parties and the Indenture Trustees Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the CRI Releasing Parties.

8. The failure specifically to include any particular provisions of the Settlement Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Settlement Agreement and each and every provision, term and condition thereof, be, and therefore is, authorized and approved in its entirety.

9. The provisions of this Order are non-severable and mutually dependent.

10. This Order shall take effect immediately and shall not be stayed, nor shall any stay apply to or otherwise prevent the exercise or performance by any Party of its rights or obligations under the Settlement Agreement.

11. The Indenture Trustees' first-priority lien, as applicable, on all assets of the Borrowers, including the Claims, shall attach to the Settlement Amount once paid by CRI to the Receiver pursuant to the Settlement Agreement.

12. The Indenture Trustees have the authority to enter into the Settlement Agreement and grant the releases therein.

13. The Indenture Trustees' entry into the Settlement Agreement is a prudent, good faith, informed exercise of the Indenture Trustees' sound business judgment.

14. The Settlement Agreement and the settlements, releases, and discharges contemplated thereby shall be binding on all Parties to the Settlement Agreement, the parties in this case, all parties in interest in this case, any and all previous, present or future Bondholders,

and any parties associated with the issuance of the respective Bonds made the basis of the Claims resolved by the Settlement approved herein.

15. The Receiver and the Indenture Trustees, following receipt of the Settlement Amount, are hereby authorized and directed to distribute the professional fees and costs and the Net Settlement Proceeds and to take all reasonable and necessary actions to make such distributions in accordance with the terms of the Settlement Agreement.

16. The Receiver shall file the Claims Report with the Court within sixty (60) days of the entry of this Order. If no objection is filed, the Claims Report shall be the final, binding determination of the allowance or disallowance of each Claim Form. The Court shall separately address any objection to the Claims Report.

17. The Court hereby permanently bars, restrains, and enjoins, the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The

foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, any Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder, an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise.

18. Notwithstanding the foregoing, the releases in the Settlement Agreement, and the releases, bars, injunctions, and restraints set forth in this Order, do not limit or prohibit in any way the evidence that may be offered in any case or proceeding, nor do they limit or prohibit the taking of discovery under applicable Rules, nor do they limit or prohibit in any way the Parties' right to sue for alleged breaches of the Settlement Agreement or to enforce its terms or the terms of this Order.

19. The CRI Released Parties shall have no liability, responsibility, or obligation whatsoever with respect to the notice provided with respect to the Settlement. No Interested Party or any other Person shall have any recourse against CRI or the CRI Released Parties with respect to the notice process or any claims that may arise from or relate to the notice process.

20. The CRI Released Parties shall have no liability, responsibility, or obligation whatsoever with respect to the investment, management, use, administration, or distribution of the Settlement Amount or any portion thereof, including, but not limited to, the costs and

expenses of such investment, management, use, administration, or distribution of the Settlement Amount, and any Taxes arising therefrom or relating thereto

21. The Receiver shall serve a copy of this order via email, first class mail or international delivery service on all parties who received notice of the Motion and any Person who filed an Objection to the Settlement, the Settlement Agreement and/or the Bar Order and Judgment, within three (3) business days of the entry of this Order.

22. The Court expressly finds and determines, pursuant to Rule 54(b), that there is no just reason for any delay in the entry of this Order, which is both final and appealable, and immediate entry by the Clerk is expressly directed.

23. Without in any way affecting the finality of this Order, the Court retains exclusive jurisdiction to, among other things, administer, interpret, implement, and enforce the terms and provisions of this Order and the Settlement Agreement and all amendments thereto and any waivers and consents thereunder, and to adjudicate, if necessary, any and all disputes concerning, arising out of, or relating in any way to the implementation and enforcement of this Order and/or the Settlement Agreement.

Dated: _____, 2019

_____

EXHIBIT 2

WALLER LANSDEN DORTCH & DAVIS, LLP
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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; GAINESVILLE ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

SCHEDULING ORDER AND PRELIMINARY APPROVAL OF SETTLEMENT AND RELEASE AGREEMENT, INCLUDING PROPOSED DISTRIBUTION PLAN AND BAR ORDER AND JUDGMENT

The motion before this Court (the "***Preliminary Approval Motion***") concerns a proposed settlement (the "***Settlement***") between, among others, the Receiver and Carr, Riggs & Ingram, LLC ("***CRI***"), as a potential defendant on claims alleged by the Receiver on behalf of the Receivership Entities and the Bondholders. Capitalized terms not otherwise defined in this Scheduling Order shall have the meaning assigned to them in the Settlement Agreement attached to the Preliminary Approval Motion (the "***Settlement Agreement***").

In the Preliminary Approval Motion, the Receiver seeks the Court's approval of the terms of the Settlement as set forth in the Settlement Agreement and the entry of a Bar Order and Judgment in the form attached as Exhibit "***E***" to the Settlement Agreement. After reviewing the terms of the Settlement Agreement and considering the arguments presented in the Preliminary Approval Motion, the Court preliminarily approves the Settlement, including the proposed Distribution Plan, as adequate, fair, reasonable, and equitable. Accordingly, the Court enters this Scheduling Order to: (i) provide for notice of the terms of the Settlement, including the proposed Distribution Plan and Bar Order and Judgment; (ii) set the deadline and the procedure for filing objections to the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) set the deadline for responding to any objection so filed; (iv) set the deadline and the manner for the submission of claims by those Bondholders who or which previously owned Bonds for distributions from the Net Settlement Proceeds; (v) set the date, time and location of the final approval hearing before this Court regarding the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the

professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor (the "***Final Approval Hearing***"), as follows:

1. **Preliminary Findings Regarding the Settlement**. Based upon the Court's review of the terms of the Settlement Agreement, the arguments presented in the Preliminary Approval Motion, and the Preliminary Approval Motion's accompanying Exhibits, the Court preliminarily finds that the Settlement, including the proposed Distribution Plan and Bar Order and Judgment, is fair, reasonable, and equitable; has no obvious deficiencies; and is the product of serious, informed, good-faith, and arm's-length negotiations and mediation. The Court further preliminarily finds that the Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own Bonds in assigning the Current Bondholder Claims to the Receiver, in entering into the Settlement, and that the Indenture Trustees have the Authority to execute the releases provided in the Settlement Agreement. The Court, however, reserves a final ruling with respect to the terms of the Settlement until after the Final Approval Hearing referenced below in Paragraph 2.

2. **Final Approval Hearing**. The Final Approval Hearing will be held before United States District Court Judge, the Honorable _____ of the United States District Court for the District of New Jersey, United States Courthouse, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, in Courtroom ___, at _____ _.m. on _____ ___, 2019, which is a date at least ninety (90) calendar days after entry of this Scheduling Order. The purposes of the Final Approval Hearing will be to: (i) determine whether the terms of the Settlement, including the Distribution Plan, should be finally approved by the Court; (ii) determine whether the Bar Order and Judgment attached as Exhibit "***E***" to the Settlement Agreement should be entered by the Court; (iii) rule upon any objections to the Settlement, the Distribution Plan, and the Bar Order and

Judgment; (iv) rule upon the Receiver's request for approval of the professional fees and expenses of its general counsel, Waller, and special counsel, Whiteford Taylor; and (v) rule upon such other matters as the Court may deem appropriate.

3. **Stay Pending Order on Final Approval or Further Order of Court.** Except to the extent necessary to address the Preliminary Approval Motion, the Court hereby preliminarily stays, bars, restrains, and enjoins, the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all other Interested Parties, and all other non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, any Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder,

an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise. The preliminary stay and injunction imposed by this paragraph shall remain in effect until further order of the Court.

4. **Notice**. The Court approves the form of Notice attached as Exhibit "A" to the Settlement Agreement, including the Claim Form appended thereto, and finds that the distribution, dissemination and publication of Notice along with the publication of the Short Form Notice once a week for three consecutive weeks in the Wall Street Journal and U.S.A. Today described in the Settlement Agreement and the Preliminary Approval Motion: (i) constitute the best practicable notice; (ii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (iii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the Settlement and the Bar Order, and to appear at the Final Approval Hearing; (iv) constitute due, adequate, and sufficient notice; (v) meet all requirements of applicable law, including the Federal Rules of Civil Procedure, the United States Code and the United States Constitution (including Due Process); and (vi) will provide to all Persons a full and fair opportunity to be heard on these matters. The Court further approves the form of Short Form Notice attached as Exhibit "B" to the Settlement Agreement and the proposal as to publication of the Short Form Notice. Therefore:

a. The Receiver is hereby directed, no later than seven (7) calendar days after entry of this Scheduling Order, to cause the Notice in substantially the form attached as Exhibit "A" to the Settlement Agreement to be sent via electronic mail, first class mail, or international delivery service to (a) all parties that appeared and requested notice in the SEC Receivership Case; (b)

counsel to the CRI Parties; (c) counsel to the Indenture Trustees; (d) the Underwriter for each Offering; (e) counsel to the Underwriter, at the time of the Offering, for each Offering; (f) the Issuer for each Offering; (g) counsel to the Issuer, at the time of the Offering, for each Offering; (h) bond counsel for each Offering; (i) the Depository Trust Company ("***DTC***"); (j) the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("***EMMA***"); (k) to the extent they have identified themselves to the Indenture Trustees each of the past or present Bondholders; (l) the original purchasers of the Bonds whose identity was provided to the SEC by the Underwriters in the course of the SEC's investigation of the Defendants, and (m) posted on the Receiver's website http://oxtonseniorlivingreceivership.com.

b. With respect to the Notice sent to DTC, the Receiver is hereby further directed to request that DTC forward the Notice to each participant of DTC who is reflected in DTC's records as a holder of the Bonds.

c. With respect to Notice sent to the Underwriters of the Offerings, the Receiver is hereby further directed to request that such Underwriters send the Notice to each past or present beneficial owner of the Bonds to the extent such beneficial owners are identifiable by the Underwriters from their records through reasonable efforts.

d. With respect to the Notice sent to EMMA, the Receiver is hereby further directed to request, or cause the Indenture Trustees to request, that EMMA publish the Notice, the Preliminary Approval Motion and all Exhibits thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order on its website under the CUSIP numbers for the respective Bonds issued in connection with each of the Offerings.

e. The Receiver is further hereby directed, no later than seven (7) calendar days after the entry of this Scheduling Order, to cause the Notice, the Approval Motion and all Exhibits

thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order to be posted on the Receiver's web site http://oxtonseniorlivingreceivership.com/.

f. The Receiver is hereby further directed, no later than seven (7) calendar days after entry of this Scheduling Order, to cause the Short Form Notice in substantially the same form attached as Exhibit "B" to the Settlement Agreement to be published once a week for three consecutive weeks in the national edition of *The Wall Street Journal and U.S.A. Today.*

g. The Receiver is hereby further directed promptly to provide the Notice, the Motion and all Exhibits thereto (including the Settlement Agreement and all of its Exhibits), and this Scheduling Order, to any Person who requests such documents, in writing by use of a recognized overnight mail carrier, to William F. Ryan, Jr., an attorney at Whiteford, Taylor & Preston, LLP, 7 St. Paul Street, Baltimore, Maryland 21202. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

h. No less than ten (10) calendar days before the Final Approval Hearing, the Receiver shall cause to be filed with the Clerk of this Court an affidavit or declaration of compliance with subparts (a) through (g) of this Paragraph 4.

5. **Objections and Appearances at the Final Approval Hearing**. Any Person who wishes to object to the terms of the Settlement, the Distribution Plan, the Bar Order and Judgment, or Receiver's request for approval of Receiver's attorneys' fees and costs, or who wishes to appear at the Final Approval Hearing, must do so by filing an objection, in writing, with this Court in this case by ECF or by mailing the objection to the Clerk of the United States District Court for the District of New Jersey, United States Courthouse, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, so that it is received no later than ten (10) calendar days before the Final Approval Hearing. All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Settlement, the Bar Order and Judgment, or the Receiver's request for approval of Receiver's attorneys' fees and costs; and

f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear at the Final Approval Hearing without filing a written objection and request to appear at the Final Approval Hearing as set forth in subparts a. through f. of this Paragraph 5. Copies of any objections filed must be contemporaneously served by ECF, or by email or first class mail, upon each of the following:

Counsel to the Receiver:

Ryan K. Cochran
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
Phone: (615) 850-8778
E-mail: ryan.cochran@wallerlaw.com

William F. Ryan, Jr.
Whiteford Taylor & Preston, LLP
7 St. Paul Street, 15th Floor
Baltimore, MD 21202
Phone: (410) 347-8741
E-mail: wryan@wtplaw.com

Counsel to Trustee BOKF:

Nora R. O'Neill
Frederic Dorwart, Lawyers PLLC
Old City Hall
124 East Fourth Street
Tulsa, OK 74103-5027
Phone: (918) 583-9922
E-mail: noneill@fdlaw.com

Counsel to Trustee U.S. Bank:

George M. Taylor III
Burr & Forman, LLP
420 North 20th Street, Suite 3400
Birmingham, AL 35203
Phone: (205) 458-5254
E-mail: gtaylor@burr.com

Counsel to Trustee UMB:

Thomas Longino
Longino Public Finance LLC
2917 Central Avenue, Suite 205
Birmingham, AL 35209
Phone: (205) 490-2460
E-mail: thomas@longino.com

Counsel to the CRI Parties:

Thomas B.K. Ringe, III
Anthony J. Costantini
Patrick Matusky
Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Phone: (215) 979-1160
E-mail: tbkringe@duanemorris.com

Lee H. Copeland
Copeland, Franco, Screws & Gill, P.A.
P.O. Box 347
Montgomery, AL 36101-0347
Phone: (334) 834-1180
E-mail: Copeland@copelandfranco.com

Any Person filing an objection shall be deemed to have submitted to the jurisdiction of this Court for all purposes of that objection, the Settlement, and the Bar Order and Judgment. Potential objectors who do not present opposition by the time and in the manner set forth above shall be deemed to have waived the right to object (including any right to appeal, seek reconsideration or other review) and to appear at the Final Approval Hearing and shall be forever barred from raising such objections in this action or any other action or proceeding. Persons do not need to appear at the Final Approval Hearing or take any other action to indicate their approval, but if they desire to claim entitlement to distributions from the Net Settlement Proceeds, they must comply with Paragraph 7 of this Scheduling Order regarding submission of claims.

6. **Responses to Objections**. Any Party to the Settlement Agreement may respond to an objection filed pursuant to Paragraph 5 by filing a response with the Clerk of the Court in this case no later than two (2) calendar days before the Final Approval Hearing. To the extent any Person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email and/or mailing address provided by that Person.

7. **Submission of Claims.** Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to the Notice attached as Exhibit "*A*" to the Settlement Agreement to the Receiver at the address set forth on the Claim Form and as described in the Notice, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of this Scheduling Order. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. Current Bondholders are exempt from the requirement of submitting a Claim Form.

8. **Adjustments Concerning Hearing and Deadlines**. The date, time, and place for the Final Approval Hearing, and the deadlines and date requirements in this Scheduling Order, shall be subject to adjournment or change by this Court without further notice other than that which may be posted by means of ECF in this case.

9. **Retention of Jurisdiction**. This Court shall retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

10. **Entry of Injunction**. If the Settlement is approved by the Court, the Court will enter the Bar Order and Judgment in this case. If entered, the Bar Order and Judgment will permanently bar, restrain, and enjoin, among others, Interested Parties, including Bondholders and Claimants, from asserting, bringing, encouraging, assisting, continuing, prosecuting, or pursuing against CRI or any of the CRI Released Parties, any claim, action, lawsuit, cause of action, claim, investigation, demand, complaint, or proceeding of any nature, including, without limitation, contribution or indemnity claims, constituting a Settled Claim.

11. **Use of Order**. Under no circumstances shall this Scheduling Order be construed, deemed, or used as an admission, concession, or declaration by or against the CRI Released Parties of any fault, wrongdoing, breach or liability. Nor shall the Order be construed, deemed, or used as an admission, concession, or declaration by or against the Receiver or the Indenture Trustees that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have. Neither this Scheduling Order, nor the proposed Settlement Agreement, or any other settlement document, shall be filed, offered, received in evidence, or otherwise used in these or any other actions or proceedings, except to approve, give effect to, implement or enforce the Settlement or the terms of this Scheduling Order.

IT IS SO ORDERED.

SIGNED on _____ ___, 2019.

_____

4838-1887-4502.12

EXHIBIT 3

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

If you bought bonds listed on the attached Exhibit "A," you could get a payment from a Settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement in the amount of $10,000,000 has been proposed to compensate investors who purchased certain Bonds issued by: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama.

- The attached Exhibit "A" identifies the Bonds at issue.

- The Settlement[1] resolves Claims made by the Receiver for the entities which were the ultimate beneficiaries of these issuances and for the Bondholders of such entities over whether Carr, Riggs & Ingram, LLC ("CRI"), an accounting firm which performed various professional services for those entities, caused injuries to them and to the Bondholders. The Settlement avoids costs and risks from commencing and continuing a lawsuit, pays money to qualifying investors, and releases and bars claims against CRI and related parties, including its members and employees.

- Court-appointed lawyers for the Receiver will ask the Court for up to $2,243,065, to be paid out of the $10,000,000 Settlement, as fees and expenses for investigating the facts, asserting the Claims, negotiating the Settlement, and

[1] Capitalized terms not otherwise defined herein shall have the meaning given them in the Settlement Agreement, a copy of which is available at www.oxtonseniorlivingreceivership.com/ [settlement landing page].

providing notice of the Settlement.

- The two sides disagree on whether the Receiver could have prevailed at trial and, if he prevailed, on how much money, if any, the Receiver could have recovered.
- Your legal rights are affected whether you act, or don't act. Read this notice carefully.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why did I get this notice package?

You, someone in your family, or someone for whom you act may have purchased certain Bonds issued by the following entities: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama. A list of the specific Bond issuances in question is included in **Exhibit "A"** to this notice.

The Court caused this notice to be sent to you because you have a right to know about a proposed Settlement, and about all of your options, before the Court decides whether to approve the Settlement.

This notice explains the Claims, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the District of New Jersey, and the case is known as *Securities and Exchange Commission v. Dwayne Edwards, et al.,* Case No. 2:17-cv-393-ES-SCM. This case was filed by the United States Securities and Exchange Commission ("SEC"), which is called the plaintiff, against, among others, Dwayne Edwards ("Edwards"), Todd Barker ("Barker"), and several of their companies which benefitted from the issuance of the Bonds, Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC, Rome ALF, LLC, Savannah ALF, LLC, Gainesville ALF, LLC, Waterford Place ALF, LLC, Montgomery ALF, LLC, Columbus ALF, LLC, and Opelika ALF, LLC (collectively, the "Entities"), all of whom are called defendants. To marshal, preserve and administer the assets of the Entities, the Court appointed Derek Pierce as Receiver.

2. What is this dispute about?

This Settlement is of a dispute raised by the Receiver concerning services provided by CRI and several of its members and employees. The Entities are limited liability companies formed by Barker and Edwards for the purpose of acquiring and operating assisted living and/or memory care facilities. After obtaining conduit municipal bond financing, each Entity acquired and operated such an assisted living and/or memory care facility.

CRI is a public accounting firm. In connection with each of the municipal bond offerings identified in **Exhibit "A,"** and continuing through 2016, each of the Entities engaged CRI, among other things, to examine forecasted financial statements for each offering prepared by the Entity's management and to issue an independent accountant's report with respect to each such forecast. In each such report, CRI opined that management's related forecast was presented in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants and that the underlying assumptions provided a reasonable basis for management's forecast. In addition to examining and providing a report with respect to management's forecast, CRI provided other accounting services to each Entity, including audit, compilation and tax services.

During 2016, each of the Entities defaulted on its obligations with respect to the bond offerings resulting in various bankruptcy and receivership proceedings, including, ultimately, the action brought by the SEC. As a result of such defaults, many of the current and former Bondholders sustained damages by reason of their investments in the Bonds.

Generally, the Receiver claimed that CRI and its members and employees breached their obligations to the Entities and the Bondholders with respect to the Financial Forecasts and made false and misleading statements by issuing in the reports "clean opinions" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that CRI: (i) lacked the independence required to perform their responsibilities as independent certified public accountants in examining and preparing reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion; and (iii) failed properly to obtain support for and evaluate certain underlying assumptions. The Receiver asserted Claims against CRI sounding in negligence, intentional tort, breach of contract, and breach of fiduciary duty. For its part, CRI vigorously denied any wrongdoing and contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the Claims of the Entities were barred by the doctrine of *in pari delicto*; (ii) that any

Claims lacked merit because of the inability of the party allegedly injured to prove reasonable reliance on anything CRI did or said; and (iii) that the conduct and statements of CRI were not the proximate cause of any loss sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties.

3. Why is this a receivership?

By order dated January 23, 2017, the Court granted the SEC's motion to appoint a receiver. Under that order, the Receiver is empowered to marshal, preserve, and administer the assets and estates of the Entities. In addition, under authority granted by the Court's order dated March 6, 2018, the Receiver is pursuing the Claims of the Bondholders against CRI assigned to the Receiver by the Indenture Trustees on the Bonds.

4. Why is there a Settlement?

The Court did not decide in favor of the Receiver or CRI. There was no trial. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the people affected will have a right to compensation. The Receiver and his attorneys think the Settlement is best for all current and previous Bondholders.

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

All current and previous Bondholders are entitled to participate in the Settlement. Current Bondholders do not need to do anything to participate in the Settlement. Previous Bondholders must timely and properly submit a valid Claim Form to participate in the Settlement. The Claim Form is due [Month 00], 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com and is also attached to this notice.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides a recovery to current Bondholders. The Settlement also provides a recovery to previous Bondholders who sustained loss on the Bonds and who timely and properly submit a Claim Form. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold at a loss on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the Scheduling Order, and (b) submit a Claim Form to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order. The Claim Form is due by 4:00 p.m. (Eastern) [Month 00], 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com and is also attached to this notice. In addition, the Settlement provides for the entry of a Bar Order that will prevent the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons from prosecuting or pursuing any claims against CRI and related parties, including its members and employees relating to the Bonds.

7. How much will my payment be?

Until the Settlement is fully administered, it is not possible to determine what individual Bondholders will receive. The Settlement Amount will be allocated between the Borrowers as follows:

Settlement Amount:	$10,000,000
Contingency Fee:	($2,000,000)
Dispute Related Expenses:	($243,065)
Net Settlement Proceeds:	$ 7,756,935

	Douglas BOKF	Rome BOKF	Savannah BOKF	Gainesville BOKF	Waterford BOKF	Montgomery UMB	Columbus BOKF	Opelika U.S. Bank	Total
(1) Est. Current Bondholder Loss	$1,663,882	$3,917,403	$4,102,600	$2,851,125	$6,095,832	$5,287,563	$4,630,220	$4,730,599	$33,279,224
(2) % Share	5.0%	11.8%	12.3%	8.6%	18.3%	15.9%	13.9%	14.2%	100%
(3) Borrower's Allocation of Net Settlement Proceeds	$387,847	$915,318	$954,103	$667,096	$1,419,519	$1,233,353	$1,078,214	$1,101,485	$7,756,935

The Settlement then allocates each Borrower's allocation of the Net Settlement Proceeds amongst that Borrower's previous and current Bondholders as follows:

Step-One: Determine Current Bondholders Losses for Each Borrower

Estimated Current Bondholder Loss for each Borrower as listed in row (1) of the above chart.

Step-Two: Determine the Previous Bondholder Loss for Each Borrower

i. (Price at Which Previous Individual Bondholder Bought Bonds - Price at Which Previous Bondholder Sold Bonds) = (x%)
(All Previous Bondholder Losses + All Current Bondholder Losses)

ii. (x%) * Net Settlement Proceeds Allocated to Borrower = Previous Individual Bondholder's Recovery

iii. Only previous Bondholders who or which sold at a loss will be qualified to receive a distribution under the Distribution Plan. The only previous Bondholders who or which may receive a distribution under the Distribution Plan are those who or which both: (a) sold on or before 4:00 p.m. (Eastern), ninety (90) days from the date of the entry of the Scheduling Order, and (b) submit a Claim Form to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order.

Step-Three: Determine Distribution to Current Bondholders of Each Borrower

Net Settlement Proceeds Allocated to Borrower - Total Previous Bondholders Recovery = Distribution to Indenture Trustee on Account of Current Bondholders' Losses

HOW YOU GET A PAYMENT—SUBMITTING A CLAIM FORM

8. How can I get a payment?

Any previous Bondholder claiming entitlement to a distribution from the Net Settlement Proceeds must submit a Claim Form in the form appended to this notice to the Receiver at the address set forth on the Claim Form, so that it is received by the Receiver on or before 4:00 p.m. (Eastern), ninety (90) days from the date of entry of the Scheduling Order, that is, by 4:00 p.m. (Eastern) [Month 00], 2019. Any previous Bondholder's failure to timely and properly submit a Claim Form, duly providing the information and documentation called for by the Claim Form, shall preclude such previous Bondholder from receiving any distribution from the Net Settlement Proceeds. The Receiver will review and verify each submitted Claim Form. The Receiver will then file with the Court a report outlining the Receiver's determination as to whether the Claim Form will be allowed or disallowed (the "***Claims Report***"). Previous Bondholders who have submitted a Claim Form will have the opportunity to object to the Claims Report by filing an objection to the Claims Report within (14) days after the filing of the Claims Report. Objections to the Claims Report will be determined by the Court. If no objection is timely filed to the Claims Report, the Claims Report shall be the final, binding determination on the allowance or disallowance of each Claim Form.

CURRENT BONDHOLDERS ARE EXEMPT FROM THE REQUIREMENT OF SUBMITTING A CLAIM FORM. THE SETTLEMENT PROCEEDS DUE CURRENT BONDHOLDERS WILL BE DISTRIBUTED TO

THE INDENTURE TRUSTEES WHO WILL DISTRIBUTE THE FUNDS TO THE CURRENT BONDHOLDERS.

9. When would I get my payment?

If the Settlement is approved, we do not know when current and previous Bondholders will get their payments. The Court will hold a hearing on [Month 00], 2019, to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Everyone who sends in a Claim Form will be informed of the progress of the Settlement. Please be patient.

10. What am I giving up to get a payment?

You cannot exclude yourself from the Settlement, and that means that you can't sue, continue to sue, or be part of any other lawsuit against CRI, its members or employees about the legal or factual issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. This is true whether or not you submit a Claim Form.

11. Can I get out of the Settlement?

No. You cannot exclude yourself from this Settlement. If the Court approves this Settlement, you will be subject to what is called a "Bar Order." That Bar Order will prevent the Receiver, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all other Interested Parties, and all other non-governmental Persons from prosecuting or pursuing any claims against CRI and related parties, including its members and employees relating to the Bonds. This Bar Order will only be entered if the Court approves the Settlement.

THE LAWYERS

12. Do I have a lawyer in the case?

No. The Receiver is represented by the law firms of Waller Lansden Dortch & Davis, LLP in Nashville, TN, and Whiteford Taylor & Preston, LLP in Baltimore, MD. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. How will the lawyers be paid?

The Receiver's attorneys will ask the Court to approve payment of attorneys' fees and costs of up to $2,243,065, comprised of a fee award of $2 million and costs of $243,065. The fees awarded would pay the Receiver's counsel for investigating the facts, asserting and pursuing the Claims against CRI, negotiating and obtaining approval of the Settlement, and providing the notice called for by the Settlement. The costs awarded would reimburse the Receiver and his attorneys for out-of-pocket costs incurred by them in asserting and pursuing the Claims and the Settlement. The fee amount of $2 million is based on a contingent fee of 20% agreed upon between the Receiver and his counsel previously approved by the Court. These amounts will be deducted from the Settlement amount of $10,000,000. CRI has agreed not to oppose these fees and expenses.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

You can tell the Court that you don't agree with the Settlement or some part of it.

You can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must mail your written objection to the Clerk of the United States District Court for the District of New Jersey, United States Courthouse, Martin Luther King Building, 50 Walnut Street, P.O. Box 999, Newark, New Jersey 07101, so that it is received no later than [Month 00], 2019.

All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Settlement, the Bar Order and Judgment, or the Receiver's request for approval of Receiver's attorneys' fees and costs; and

f. if the Person filing the objection wishes to appear and be heard at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear and be heard at the final approval hearing without filing a written objection and request to appear and be heard at the final approval hearing. Your written objection must be mailed to all of the following different places:

COURT	RECEIVER'S COUNSEL	CRI'S COUNSEL
Clerk of the Court United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015 Newark, NJ 07101	**Waller Lansden Dortch & Davis, LLP** Blake D. Roth 511 Union Street, Suite 2700 Nashville, Tennessee 37219 and **Whiteford Taylor & Preston, LLP** William F. Ryan, Jr. 7 St. Paul Street, 15th Floor, Baltimore, MD 21202	**Duane Morris LLP** Thomas B.K. Ringe 30 S. 17th Street Philadelphia, PA 191903

INDENTURE TRUSTEES' COUNSEL		
Bank of Oklahoma Nora R. O'Neill Frederic Dorwart, Lawyers PLLC Old City Hall 124 East Fourth Street Tulsa, OK 74103-5027	U.S. Bank George M. Taylor III Burr & Forman, LLP 420 North 20th Street Suite 3400 Birmingham, AL 35203	UMB Bank, N.A. Thomas Longino Longino Public Finance LLC 2917 Central Avenue Suite 205 Birmingham, AL 35209

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at [0:00 _M] on [Month 00], 2019, at the United States District Court for the District of New Jersey, Martin Luther King Building & U.S. Courthouse 50 Walnut Street Room 4015, Newark, NJ 07101, in Courtroom [__]. At the Final Approval Hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court may also decide how much to pay to the Receiver's counsel. If there are objections, the Court will consider them. At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. We do not know how long the decision will take.

16. Do I have to come to the hearing?

No. The Receiver's counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

17. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter objecting to the Settlement as provided for in answer to Question 14 above. You must also send a separate letter saying that it is your "Notice of Intention to Appear and be Heard in *SEC v. Edwards*." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear and be Heard must be received no later than [Month 00], 2019, by the Clerk of the Court, the Receiver's Counsel, Defense Counsel, and Counsel to the Indenture Trustees at the addresses in answer to Question 14.

IF YOU DO NOTHING

18. What happens if I do nothing at all?

If you are a current Bondholder and do nothing, you'll get money from this Settlement. If you are a previous Bondholder and do nothing, you'll get ***no*** money from this Settlement. In either event, if the Court approves the Settlement, your Claims against CRI covered by the Settlement will be barred.

GETTING MORE INFORMATION

19. Are there more details about the Settlement?

Yes. You can read the pleadings relevant to the Settlement that have been filed in the case. You can get a copy of these pleadings by visiting www.oxtonseniorlivingreceivership.com/ [settlement landing page].

20. How do I get more information?

This notice summarizes the proposed Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement and other pleadings related to the Settlement by visiting www.oxtonseniorlivingreceivership.com/ [settlement landing page].

DATE: [MONTH 00], 2019.

EXHIBIT A	
ISSUER	**CUSIP**
OPELIKA ALA MED CLINIC BRD HEALTHCARE FAC REV OPELIKA ALF LLC PROJ (AL)	683507AA5 683507AB3 683507AC1 683507AD9 683507AE7
MONTGOMERY ALA MED CLINIC BRD 1976 EAST REV FIRST MTG-WATERFORD PL ALF LLC (AL)	613061AG5 613061AH3
SAVANNAH GA ECONOMIC DEV AUTH REV FIRST MTG-SAVANNAH ALF LLC (GA)	80483CLN9 80483CLP4
CAVE SPRING HOUSING DEVELOPMENT CORPORATION FIRST MORTGAGE REVENUE BONDS (ROME ALF, LLC PROJECT (GA)	149596CF3 149596CG1
MONTGOMERY ALA MED CLINIC BRD 1976 EAST REV FIRST MTG-MONTGOMERY ALF LLC (AL)	613061AJ9 613061AK6
GAINESVILLE AND HALL CNTY GA DEV AUTH FIRST MTG-GAINESVILLE ALF, LLC (GA)	362754GT4 362754GU1 362754GV9 362754GW7
DOUGLAS-COFFEE CNTY GA INDL AUTH FIRST MTG REV OXTON PL DOUGLAS LLC PROJ-SER (GA)	258873AA6 258873AB4
COLUMBUS GA DEV AUTH REV FIRST MTG-COLUMBUS ALF LLC (GA)	19912HFH7 19912HFJ3 19912HFK0

CLAIM FORM

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY	**PREVIOUS BONDHOLDER CLAIM FORM**
Securities and Exchange Commission v. Edwards et al.	Case No. **2:17-cv-393-ES-SCM**
Name of Person/Entity Making Claim:	Received
Name and address where notices should be sent: Telephone Number: Email:	☐ Check this box if this claim amends a previously filed claim. Claim # _____
Name and address where payment should be sent (if different from above): Telephone Number: Email:	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim and attach a copy of such claim.

Amount Lost: $_____

Issuance(s) (attach additional pages if additional space is needed):

Issuer(s): _____

CUSIP No(s). _____

Loss Calculation (attach additional pages if additional space is needed):

CUSIP No(s): _____

No. of Bonds Purchased: _____ Date(s) Purchased: _____ Purchase Price(s): _____

No. of Bonds Sold: _____ Date(s) Sold: _____ Sale Price(s): _____

Supporting Documentation. You must attach copies of any documents that support your claim (including the basis for calculating your loss(es)), such as account statements, trade histories, purchase and sale directions/orders, itemized statements of accounts, other contracts, etc. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED.

If the documents are not available, please explain: _____

5. Signature. I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information and reasonable belief.

Print Name: _____

Title: _____

Company: _____ _____ _____
(Signature) (Date)

Mail Claim Form to: Waller Lansden Dortch & Davis, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219, Attn: CRI Settlement

EXHIBIT 4

LEGAL NOTICE

If you bought bonds listed on the attached Exhibit "A," you could get a payment from a Settlement.

A Settlement in the amount of $10 million has been proposed to compensate investors who purchased certain Bonds issued by: Douglas-Coffee County Industrial Authority; Cave Spring Housing Development Corporation; Savannah Economic Development Authority; Gainesville and Hall County Development Authority; The Medical Clinic Board of the City of Montgomery-1976 East; the Development Authority of Columbus, Georgia; and The Medical Clinic Board of the City of Opelika, Alabama (a full list of the Bonds at issue is attached as **Exhibit A**).

What's this about?

The Settlement resolves Claims made by the Receiver for the entities which were the ultimate beneficiaries of the Bond issuances and for the Bondholders of such entities over whether Carr, Riggs & Ingram, LLC ("***CRI***"), an accounting firm which performed various professional services for those entities, caused injuries to them and to the Bondholders. CRI denies it did anything wrong. The Court did not decide which side was right. But both sides agreed to the Settlement to resolve the Claims and get benefits to Bondholders. The two sides disagree on how much money, if any, could have been won if the Receiver had won at a trial.

Who's Included?

The Settlement includes anyone who currently or previously owned Bonds identified in **Exhibit A**.

You can get more information, including a detailed notice, at www.oxtonseniorlivingreceivership.com.

What does the Settlement provide?

Subject to Court approval, a $10 million fund will be created to compensate the purchasers of the Bonds, and to pay administration expenses and attorneys' fees and costs incurred by the Receiver. The fund will be allocated by the Receiver, in accordance with the proposed Distribution Plan. Complete details are found at www.oxtonseniorlivingreceivership.com.

How can I receive benefits?

Current Bondholders do not need to take any action to receive compensation from the Settlement. Previous Bondholders must timely and properly submit a Claim Form to receive compensation from the Settlement. The Claim Form is due ____, 2019. The Claim Form can be found at www.oxtonseniorlivingreceivership.com.

What are my rights?

You cannot exclude yourself from the Settlement. You may submit written objection to the Settlement by **_____, 2019**. Whether you object or not, you will be bound by the Court's decision. If the Court approves the Settlement, your claims against CRI and related parties covered by the Settlement will be barred. That means you can't sue, continue to sue, or be part of any other lawsuit against CRI and related parties, including its members or employees about the legal or factual issues in this case.

The Court will hold a hearing on **_____, 2019 at ___ p.m. EST**, to consider whether to approve the Settlement and a request for attorneys' fees, plus reimbursement of costs and expenses. You or your own lawyer may appear at the hearing at your own expense. This is only a summary, so please visit the website for complete information.

For more information or a Claim Form: www.oxtonseniorlivingreceivership.com

Exhibit "A"

The proposed Settlement impacts all persons who currently own or previously owned any of the Bonds identified in the list below.

CUSIP
683507AA5 683507AB3 683507AC1 683507AD9 683507AE7
613061AG5 613061AH3
80483CLN9 80483CLP4
149596CF3 149596CG1
613061AJ9 613061AK6
362754GT4 362754GU1 362754GV9 362754GW7
258873AA6 258873AB4
19912HFH7 19912HFJ3 19912HFK0

EXHIBIT 5

WALLER LANSDEN DORTCH & DAVIS, LLP
Blake D. Roth
Ryan K. Cochran (admitted *pro hac vice*)
511 Union Street, Suite 2700
Nashville, Tennessee 37219
Telephone: 615.244.6380
Email: blake.roth@wallerlaw.com
ryan.cochran@wallerlaw.com

Counsel for the Receiver

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION, **Plaintiff,** **v.** **DWAYNE EDWARDS; TODD BARKER; SENIOR SOLUTIONS OF SOCIAL CIRCLE, LLC; OXTON PLACE OF DOUGLAS, LLC, d/b/a OXTON REAL ESTATE OF DOUGLAS, LLC; ROME ALF, LLC; SAVANNAH ALF, LLC; GAINESVILLE ALF, LLC; WATERFORD PLACE ALF, LLC; MONTGOMERY ALF, LLC; COLUMBUS ALF, LLC; and OPELIKA ALF, LLC,** **Defendants,** **-and-** **OXTON SENIOR LIVING, LLC; MANOR HOUSE SENIOR LIVING, LLC; SUSAN EDWARDS, a/k/a SUSAN ROGERS; SHARON NUNAMAKER, a/k/a SHARON HADDEN; and SDH DESIGN, LLC,** **Relief Defendants.**	**Case No. 2:17-cv-393-ES-SCM**

ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND RELATED RELIEF INCLUDING A FINAL BAR ORDER

This matter comes before the Court on the Receiver's *Request for (I) Entry of Preliminary Approvals and Scheduling Order and (II) Motion for Entry of Order Approving Proposed Settlement, the Proposed Notice of Settlement, and to Enter the Bar Order and Final Judgment* (the "***Motion***"). (Dkt. No. __). The Motion was filed by Derek Pierce, the court-appointed Receiver in this case ("***Receiver***"). Following notice and Hearing, and having considered the Motion and any and all responses, replies, and other filings with respect to the Motion; and having heard and considered the arguments presented at the Final Approval Hearing[1]; and upon finding that this Court has jurisdiction over the Motion and that venue is proper in this Court; and upon finding good and sufficient cause for granting the relief sought in the Motion; and for the reasons stated on the record at the Final Approval Hearing and those that follow, the Court **GRANTS** the Motion.

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Factual and Procedural Background

1. The Settlement Agreement

The Settlement which is the subject of the Motion is set forth in a written Settlement Agreement by and between: (i) Derek Pierce, in his capacity as Receiver and as assignee of claims of Bondholders[2]; (ii) Carr, Riggs & Ingram, LLC ("CRI"); (iii) Wink Laney ("***Laney***"); and (iv) Russ Frederick ("***Frederick***" and, together with CRI and Laney, the "***CRI Parties***");[3] (v) BOKF, National Association d/b/a Bank of Oklahoma ("***Trustee BOKF***"); UMB Bank, N.A.

[1] Capitalized terms used in this Order and not otherwise defined herein shall have the meaning set forth in the Preliminary Approval Motion or the Settlement and Release Agreement ("***Settlement Agreement***") attached as Exhibit "1" to the Preliminary Approval Motion.
[2] Consistent with the terms of the Settlement Agreement, the term Bondholders means all "Persons (as defined in the Settlement Agreement) who or which currently own or previously owned a Bond."
[3] Laney and Frederick are members of CRI.

("***Trustee UMB***"); and (vii) U.S. Bank, National Association ("***Trustee U.S. Bank***" and, together with Trustee BOKF and Trustee UMB, the "***Indenture Trustees***," and, singularly, an "Indenture Trustee"), each in their capacities as Indenture Trustees.[4] The essential terms of the Settlement are summarized in Section I. A. 5., below, and in the Notice of proposed Settlement previously approved by the Court. The Settlement Agreement itself contains a full and complete statement of terms.

2. Factual Background

The Receiver's Motion arises in the context of an ongoing equitable receivership proceeding, initiated on motion of the Securities and Exchange Commission ("***SEC***") and carried out pursuant to orders and under the supervision of this Court. The entities in receivership, at issue in Receiver's Motion, include the following: Oxton Place of Douglas, LLC d/b/a Oxton Real Estate of Douglas, LLC ("***Douglas***"), Rome ALF, LLC ("***Rome***"), Savannah ALF, LLC ("***Savannah***"), Gainesville ALF, LLC ("***Gainesville***"), Waterford Place ALF, LLC ("***Waterford***"), Montgomery ALF, LLC ("***Montgomery***"), Columbus ALF, LLC ("***Columbus***") and Opelika ALF, LLC ("***Opelika***" and, together with Douglas, Rome, Savannah, Gainesville, Waterford, Montgomery and Columbus, the "***Borrowers***").

The Borrowers, eight in number, are limited liability companies formed for the purpose of acquiring and operating assisted living and/or memory care facilities. After obtaining conduit municipal bond financing as described below, each Borrower acquired and operated an assisted living and/or memory care facility (separately, a "***Facility***" and, collectively, the "***Facilities***").

[4] Each of the parties to the Settlement Agreement is hereinafter referred to as a Party and, collectively, as the "Parties," to the Settlement Agreement.

The Borrowers were formed by Dwayne Edwards ("***Edwards***") and Todd Barker ("***Barker***"). Edwards and Barker each owned a 50% interest in each of the Borrowers.

During the period from August 28, 2014 (Douglas) through September 24, 2015 (Opelika), each of the Borrowers was a party to a conduit municipal bond offering secured by an Indenture (each, an "***Offering***" and, collectively, the "***Offerings***"). The stated purposes for each such Offering included the acquisition and operation of a Facility. Through these Offerings, the Borrowers collectively raised from Bondholders approximately $58.5 million.[5]

Each of the Offerings is secured by an Indenture naming an Indenture Trustee and empowering such indenture trustee to assert and protect the rights of Bondholders. Trustee BOKF is the Indenture Trustee with respect to six of the Offerings, *i.e.,* those relating to Douglas, Rome, Savannah, Gainesville, Waterford and Columbus. Trustee U.S. Bank is the Indenture Trustee with respect to the Opelika Offering. Trustee UMB is the Indenture Trustee with respect to the Montgomery Offering. Pursuant to their respective Indentures, each of the Indenture Trustees has the right, power and authority to pursue claims against third parties for injuries caused to Bondholders in connection with the respective Offerings for which they serve as Indenture Trustee (subject to an assignment of such claims to the Receiver, as discussed below).

CRI is a public accounting firm. In connection with each of the Offerings, and continuing through 2016, the CRI Parties performed various professional services for the Borrowers. Each of the Borrowers engaged CRI, among other things, to examine forecasted financial statements prepared by the Borrower's management (a "***Financial Forecast***") and to

[5] The bonds issued in connection with the Offerings are herein referred to collectively as the "Bonds" and singularly as a "Bond" and, as noted in footnote 2, the Persons who or which currently own or previously owned a Bond are referred to collectively as the "Bondholders" and singularly as a "Bondholder."

issue an independent accountant's report (a "***Report***") with respect to such Financial Forecast. CRI issued a Report with respect to each Offering. Management's Financial Forecast and CRI's Report were included in the official statement prepared for each Offering (singularly, an "***Official Statement***" and, collectively, the "***Official Statements***"). In each such Report, CRI opined that management's related Financial Forecast was presented in conformity with guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants ("***AICPA***") and that the underlying assumptions provided a reasonable basis for management's Financial Forecast. CRI's Reports and the Official Statements contained cautionary statements regarding the Financial Forecasts, including statements in the Reports that there will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected and those differences may be material. In addition to examining and providing a Report with respect to management's Financial Forecast, CRI provided other accounting services to each Borrower, including audit, compilation and tax services.

During 2016, each of the Borrowers defaulted on its obligations with respect to the Bonds resulting in various bankruptcy and receivership proceedings, including, ultimately, this action brought by the SEC. As a result of such defaults, many of the Bondholders sustained losses by reason of their investments in the Bonds.

3. Procedural Background

The SEC commenced this action on January 20, 2017, by filing a Complaint naming Edwards, Barker, each of the Borrowers, and Senior Solutions of Social Circle, LLC ("***Social Circle***") as defendants. (Dkt. No. 1).[6] In its Complaint, the SEC generally alleged that the

[6] Social Circle was a ninth entity through which Edwards and Barker, through conduit municipal bond financing, acquired and operated an assisted living facility. The CRI Parties, however, had no involvement with that entity. In

defendants had improperly commingled and misappropriated money from the Offerings and revenues of the Facilities and sought the appointment of a receiver to administer the assets and the receivership estates ("***Receivership Estates***") of the Borrowers. On the same day that the Complaint was filed, January 20, 2017, the SEC moved, *inter alia*, for the appointment of a receiver. (Dkt. No. 2). On January 23, 2017, this Court entered its Order granting the SEC's motion and appointing the Receiver (the "***Receivership Order***"). (Dkt. No. 7).

Pursuant to the Court's Receivership Order, this Court has exclusive jurisdiction over and possession of the assets of the Borrowers. The Receivership Order vests in the Receiver all powers and authority of a receiver at equity and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754, 959 and 1692, and Rule 66 of the Federal Rules of Civil Procedure, including the authority to investigate and pursue claims and causes of action for the benefit of the Receivership Estates and their creditors, including the Bondholders.

Following the entry of the Receivership Order, and in furtherance of his responsibilities, the Receiver investigated whether claims existed against third parties. Based upon his investigation, the Receiver came to believe that each of the Borrowers, the Indenture Trustees on behalf of those Bondholders who or which currently own a Bond, and those Bondholders who or which previously owned a Bond, held claims against the CRI Parties for alleged injuries caused to each Borrower and the Bondholders arising out of the Offerings and the CRI Parties' professional services described above (respectively, the "***Receivership Borrower Claims***," the "***Current Bondholder Claims***," and the "***Previous Bondholder Claims***").

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addition to those named as Defendants identified in the text, the SEC's Complaint joined the following as "***Relief Defendants***": Oxton Senior Living, LLC; Manor House Senior Living, LLC; Susan Edwards a/k/a Susan Rogers; Sharon Nunamaker a/k/a Sharon Hadden; and SDH Design, LLC.

Pursuant to an Assignments of Claims dated April 13, 2018 by and between the Receiver and the Indenture Trustees, as amended pursuant to an Amendment No. 1 to Assignments of Claims dated October 1, 2018, and further amended in the Settlement Agreement (as amended, the "***Assignment Agreement***"), each of the Indenture Trustees assigned its right, power and authority to pursue the Current Bondholder Claims to the Receiver (the "***Assigned Bondholder Claims***," and along with the Receivership Borrower Claims and the Previous Bondholder Claims, the "***Claims***"). On January 26, 2018, the Receiver filed an application seeking the authority to pursue the Claims and to retain special litigation counsel to assist him in doing so (the "***Claims Authorization Motion***"). (Dkt. No. 206). On March 6, 2018, this Court granted the Receiver's Claims Authorization Motion, thereby authorizing the Receiver to pursue such claims. (Dkt. No. 242). On April 13, 2018, and May 3, 2018, respectively, the Receiver, though his counsel, sent to the CRI Parties a Demand Letter before Legal Action and a Supplement to Demand Letter before Legal Action (together, the "***Demand Letter***"), asserting and seeking to resolve the Claims in advance of commencing a legal proceeding. Thereafter, in an effort to resolve the Claims, the CRI Parties and the Receiver commenced a mediation proceeding and conducted in-person mediation before a JAMS mediator panelist over the period from November 8, 2018, through November 9, 2018 (the "***Mediation***"). Before, during and after the Mediation, the Receiver and the CRI Parties negotiated at arm's length and in good faith, and ultimately, without admission or concession of liability or fault, reached the Settlement.

On _____ __, 2019, the Receiver filed the Motion. (Dkt. No. ___). The Court thereafter entered a Scheduling Order on _____ __, 2019, which, *inter alia,* preliminarily approved the Settlement, authorized the Receiver to provide notice of the

Settlement, established a schedule for the filing of objections and responses to objections to the Settlement and the relief sought by the Motion, established the deadline and the manner for the submission of claims by previous Bondholders, and set the date for the Final Approval Hearing to determine whether to grant final approval of the Settlement and enter the requested Bar Order and Judgment. (Dkt. No. ___). Pursuant to the Court's Scheduling Order, on _____ __, 2019, the Receiver filed a Declaration of Compliance, certifying compliance with the notice requirements of the Scheduling Order. (Dkt. No. __). On _____ __, 2019, the Court held the scheduled Final Approval Hearing.

During the Final Approval Hearing, any and all Persons who properly and timely filed objections to the Settlement and requested to be heard were afforded a full and fair opportunity to be heard. Proponents of the Settlement were likewise afforded a full and fair opportunity to be heard. The arguments of those heard during the Final Approval Hearing have been fully considered by the Court.

4. Summary of the Claims Asserted by the Receiver and the Defenses of the CRI Parties

The claims and defenses of the Receiver and the CRI Parties were fully developed and explored in the course of their negotiations and Mediation. They are summarized in the Notice previously approved by the Court.

Generally, the Receiver alleged that the CRI Parties breached their obligations to the Borrowers and the Bondholders with respect to the Financial Forecasts and made misstatements by issuing in the CRI Reports "***clean opinions***" for each such Financial Forecast. In this regard, the Receiver contended, among other things, that the CRI Parties: (i) lacked the independence required to perform their responsibilities as independent certified public accountants in

examining and preparing Reports in connection with the Financial Forecasts; (ii) failed to disclose significant assumptions underlying the Financial Forecasts, without issuing an adverse opinion, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iii) failed properly to obtain support for and evaluate underlying assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. The Receiver asserted claims against CRI under various theories of recovery, including negligence, intentional tort, breach of contract, and breach of fiduciary duty.

For their part, the CRI Parties denied the Receiver's allegations and raised other defenses. The CRI Parties: (i) denied that they breached any obligations in connection with the Financial Forecasts and/or made any misstatements in the Reports; (ii) denied that they lacked the required independence; (iii) denied that they failed to disclose significant assumptions underlying the Financial Forecasts, including assumptions regarding the use of funds and planned renovations and/or expansions of the Facilities; and (iv) denied that they otherwise failed to obtain support for or evaluate significant assumptions underlying the Financial Forecasts, including assumptions concerning anticipated revenues that would be generated by realizing certain stabilized occupancy rates during and after renovation and/or expansion of a particular Facility. To the contrary, the CRI Parties asserted that, in carrying out the engagements concerning the Financial Forecasts, CRI acted in conformity with AICPA guidance by performing such examination procedures as it considered necessary in the exercise of its professional judgment in the circumstances and by reasonably concluding, based on the preponderance of information, that management's assumptions were suitably supported and provided a reasonable basis for management's Financial Forecasts.

The CRI Parties further contended, among other things: (i) that, if the allegations of misconduct by Edwards and Barker were true, the claims of the Borrowers were barred by the doctrine of *in pari delicto*; (ii) that the Receivership Borrower Claims, the Bondholder Claims, and the Previous Bondholder Claims lacked merit because of the inability of all to prove reasonable reliance on anything the CRI Parties did or said; and (iii) that the conduct and statements of the CRI Parties were not the proximate cause of any loss that either the Borrowers or the Bondholders might have sustained, such loss being caused instead by unforeseeable subsequent events, including, among other things, an ownership break-up between Edwards and Barker, unanticipated regulatory issues and the mismanagement and/or misconduct of other parties. In short, the CRI Parties vigorously denied any wrongdoing on any theory of liability, whether based on common law or statute and whether sounding in negligence, intentional tort, breach of contract, breach of fiduciary duty, or otherwise.

5. Summary of the Essential Terms of the Settlement

Under the terms of the Settlement Agreement, CRI will pay $10 million to the Receiver. The Receiver shall, in turn, distribute a portion of the Net Settlement Amount, i.e., the Settlement Amount less attorneys' fees and costs awarded by the Court, first, to previous Bondholders who timely submit a fully and properly completed Claim Form and qualify for a distribution under the Distribution Plan, and, second, to the Indenture Trustees of the Bonds for distribution, in turn, to those Bondholders who or which currently hold a Bond. Current Bondholders do not need to submit a Claim Form.

In return, the CRI Parties seek global peace with respect to all claims that have been, or could have been, asserted against the CRI Released Parties, that in any way relate to the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the

Bondholders and/or any Settled Claim, including any claim, however denominated, seeking contribution or indemnity. Accordingly, the Settlement is conditioned on the Court's approval and entry of the Bar Order and Judgment, barring, restraining, and enjoining the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons, from prosecuting or pursuing any such claims against the CRI Released Parties.

For the reasons set forth herein, the Court finds that the terms of the Settlement Agreement are adequate, fair, reasonable, and equitable, and that the Settlement should be and is hereby **APPROVED.** The Court further finds that entry of the Bar Order and Judgment is appropriate and necessary.

II. FURTHER FINDINGS AND CONCLUSIONS

Accordingly, it is further hereby **FOUND, CONCLUDED AND DETERMINED** as follows:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure (sometimes, the "***Rules***").

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Final Approval Hearing in relation to the Motion are incorporated herein by reference to the extent not inconsistent with this Order.

C. This Court, as a court of equity, has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the requested Bar Order and Judgment. *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Receiver is a proper party to seek the entry of the Bar Order and Judgment.

D. The Court finds that the methodology, form, content, and dissemination of the Notice and Short Form Notice: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the releases contained in the Settlement Agreement, and the injunctions provided for in this Bar Order and Judgment; (iv) were reasonably calculated, under the circumstances, to apprise all Interested Parties of their rights and obligations in connection with the Settlement, the Distribution Plan, the Bar Order and Judgment, and the Receiver's request for approval of the professional fees and expenses of the Receiver's general counsel, Waller, and special counsel, Whiteford Taylor; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all requirements of applicable law, including the Rules, the United States Code and the United States Constitution (including Due Process); and (vii) provided all Persons entitled to notice with a full and fair opportunity to be heard on these matters. No other or further notice is necessary or shall be required.

E. The legal and factual bases set forth in the Motion establish just and sufficient cause to grant the relief requested therein.

F. The Settlement Agreement and the transactions contemplated thereby, including the releases given therein, are in the best interests of the Borrowers, the Receivership Estates, creditors, including the Bondholders, and all other parties in interest.

G. The disclosures made by the Receiver and the Indenture Trustees concerning the Settlement Agreement and the related relief requested pursuant to the Motion were good, complete, and adequate.

H. The Settlement, including the Settlement Amount, was reached following extensive investigation of the facts and resulted from vigorous, good faith, arms-length, mediated negotiations involving experienced and competent counsel.

I. The Claims that have been or may be asserted against the CRI Parties by the Receiver and/or by others whose claims or potential claims are foreclosed by the Bar Order and Judgment entail vigorously disputed facts and complex, novel, and unsettled issues of law that have also been vigorously disputed. Resolution of such disputed factual and legal issues would require substantial time, effort, and expense to litigate, with a significant risk that the Receiver and such others may not ultimately prevail on such claims. Thus, there is a significant risk that future litigation of such claims may dissipate the assets of the Receivership Estates. Additionally, significant issues exist as to the merit and value of the claims asserted against the CRI Parties by the Receiver or that may be asserted by others whose potential claims are foreclosed by this Bar Order and Judgment.

J. After careful consideration of the record and applicable law, the Court concludes that the Settlement is the best option for maximizing the net amount recoverable from the CRI Parties for the Receivership Estates and the Bondholders.

K. The Settlement has been designed to ensure that all affected Bondholders have received an opportunity to resolve their claims against the CRI Parties through receipt of a portion of the Settlement Amount pursuant to the Receiver's Distribution Plan approved by the Court.

L. The ancillary relief measures requested in the Motion, specifically the Bar Order and Judgment, barring, restraining, and enjoining the pursuit and prosecution of claims against the CRI Released Parties, are essential to the CRI Parties' agreement to enter into the Settlement. In the absence of such a Bar Order and Judgment, the CRI Parties would not enter into the Settlement.

M. The Receiver acted reasonably, in good faith, and in the best interests of the Borrowers, the Receivership Estates, and all other Persons in interest, including the Bondholders, in negotiating and entering into the Settlement Agreement.

N. The Indenture Trustees have the right to assert and assign to the Receiver the Current Bondholder Claims as Indenture Trustees under the Indentures and to enter into and to approve the Settlement and the Settlement Agreement in their representative capacities and on behalf of those Bondholders who or which currently own a Bond. The Indenture Trustees have acted prudently, in good faith, and in the best interests of those Bondholders who or which currently own a Bond in assigning the Current Bondholder Claims to the Receiver and in approving the Settlement and executing the Settlement Agreement. The actions of the Indenture Trustees with respect to the Settlement and the Settlement Agreement have been consistent with all duties owed by the Indenture Trustees to those Bondholders who or which currently own a Bond and are consistent with the Indentures and applicable laws.

O. The Settlement Agreement and the transactions contemplated thereby, including the releases given therein, meet the standards established for the approval of a compromise and settlement in an equity receivership action; are reasonable, fair, equitable; and are supported by fair and adequate consideration.

P. The Settlement Agreement was negotiated, proposed, and entered into by the Receiver, the Indenture Trustees, and the CRI Parties without collusion, in good faith, and from arms-length bargaining positions.

Q. The Receiver has demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for entering into the Settlement Agreement.

R. The allocation of the Net Settlement Proceeds among the Receivership Estates of the Borrowers is fair, reasonable, and equitable, and the distribution of the allocated Net Settlement Proceeds to previous Bondholders who timely submit a fully and properly completed Claim Form and qualify for a distribution under the Distribution Plan, and to the Indenture Trustees for the benefit of those Bondholders who or which currently own a Bond, as provided for in the Settlement Agreement, is fair, reasonable and equitable.

S. The fees and expenses of the Receiver and its general counsel and special counsel are reasonable and necessary.

T. Given all of the circumstances and the adequacy of the consideration provided to the Receivership Estates, and, in turn, to their Bondholders, by the CRI Parties, the Settlement Agreement constitutes a reasonable, informed, and sound exercise of the Receiver's and

Indenture Trustees' business judgment, is prudent, is in the best interests of the Receivership Estates and the respective Bondholders, and should be approved.

III. ORDER

NOW THEREFORE, IT IS HEREBY **ORDERED**, **ADJUDGED, and DECREED:**

1. The relief requested in the Motion is **GRANTED**.

2. The Settlement Agreement (which is deemed incorporated herein by reference) is hereby approved in all respects.

3. Any objections to the relief sought in the Motion that have not been previously resolved, withdrawn, waived, or settled, and all reservations of rights included in such objections, are hereby overruled on their merits.

4. The Receiver and the Indenture Trustees are authorized and directed to take any and all actions necessary and/or appropriate to effectuate and implement the Settlement Agreement and the relief granted pursuant to this Order, and neither the Receiver nor the Indenture Trustees shall have any liability to any person or entity in connection with any of the actions authorized pursuant to this Order and/or effectuating the Settlement Agreement.

5. Each and every term and provision of the Settlement Agreement including the releases, together with the terms and provisions of this Order, shall be binding in all respects upon all parties in interest with respect to these proceedings.

6. Pursuant to the provisions of Paragraph 61 and 62 of the Settlement Agreement, as of the Settlement Effective Date, the CRI Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the Receiver Releasing Parties and the Indenture Trustees Releasing Parties.

7. Pursuant to the provisions of Paragraph 65 of the Settlement Agreement, as of the Settlement Effective Date, the Receiver Released Parties and the Indenture Trustees Released Parties shall be completely released, acquitted, and forever discharged from all Settled Claims by the CRI Releasing Parties.

8. The failure specifically to include any particular provisions of the Settlement Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Settlement Agreement and each and every provision, term and condition thereof, be, and therefore is, authorized and approved in its entirety.

9. The provisions of this Order are non-severable and mutually dependent.

10. This Order shall take effect immediately and shall not be stayed, nor shall any stay apply to or otherwise prevent the exercise or performance by any Party of its rights or obligations under the Settlement Agreement.

11. The Indenture Trustees' first-priority lien, as applicable, on all assets of the Borrowers, including the Claims, shall attach to the Settlement Amount once paid by CRI to the Receiver pursuant to the Settlement Agreement.

12. The Indenture Trustees have the authority to enter into the Settlement Agreement and grant the releases therein.

13. The Indenture Trustees' entry into the Settlement Agreement is a prudent, good faith, informed exercise of the Indenture Trustees' sound business judgment.

14. The Settlement Agreement and the settlements, releases, and discharges contemplated thereby shall be binding on all Parties to the Settlement Agreement, the parties in this case, all parties in interest in this case, any and all previous, present or future Bondholders,

and any parties associated with the issuance of the respective Bonds made the basis of the Claims resolved by the Settlement approved herein.

15. The Receiver and the Indenture Trustees, following receipt of the Settlement Amount, are hereby authorized and directed to distribute the professional fees and costs and the Net Settlement Proceeds and to take all reasonable and necessary actions to make such distributions in accordance with the terms of the Settlement Agreement.

16. The Receiver shall file the Claims Report with the Court within sixty (60) days of the entry of this Order. If no objection is filed, the Claims Report shall be the final, binding determination of the allowance or disallowance of each Claim Form. The Court shall separately address any objection to the Claims Report.

17. The Court hereby permanently bars, restrains, and enjoins, the Receiver, the Receivership Entities, the Receivership Estates, the Borrowers, the Indenture Trustees, all previous, present and future Bondholders, the Claimants, the Issuers, all Interested Parties, and all non-governmental Persons, all and individually, from directly, indirectly, or through a third party, asserting, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting or pursuing, against the CRI Parties and/or any of the CRI Released Parties, any demand, claim, investigation, action, lawsuit, cause of action, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with this case, the subject matter of this case, the Receiver, the Receivership Entities, the Bonds, the Bondholders, the Indenture Trustees, and/or any Settled Claim. The

foregoing specifically includes any claim by any Person, however denominated, seeking contribution, indemnity, damages, or any other remedy where the alleged injury to such Person, or the claim asserted by such Person, is based upon such Person's liability to the Receiver, any Receivership Entity, any Bondholder, any Indenture Trustee, any Claimant, and/or any other Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to the Receiver, a Receivership Entity, a Bondholder, an Indenture Trustee, a Claimant, and/or any other Interested Party whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise.

18. Notwithstanding the foregoing, the releases in the Settlement Agreement, and the releases, bars, injunctions, and restraints set forth in this Order, do not limit or prohibit in any way the evidence that may be offered in any case or proceeding, nor do they limit or prohibit the taking of discovery under applicable Rules, nor do they limit or prohibit in any way the Parties' right to sue for alleged breaches of the Settlement Agreement or to enforce its terms or the terms of this Order.

19. The CRI Released Parties shall have no liability, responsibility, or obligation whatsoever with respect to the notice provided with respect to the Settlement. No Interested Party or any other Person shall have any recourse against CRI or the CRI Released Parties with respect to the notice process or any claims that may arise from or relate to the notice process.

20. The CRI Released Parties shall have no liability, responsibility, or obligation whatsoever with respect to the investment, management, use, administration, or distribution of the Settlement Amount or any portion thereof, including, but not limited to, the costs and

expenses of such investment, management, use, administration, or distribution of the Settlement Amount, and any Taxes arising therefrom or relating thereto

21. The Receiver shall serve a copy of this order via email, first class mail or international delivery service on all parties who received notice of the Motion and any Person who filed an Objection to the Settlement, the Settlement Agreement and/or the Bar Order and Judgment, within three (3) business days of the entry of this Order.

22. The Court expressly finds and determines, pursuant to Rule 54(b), that there is no just reason for any delay in the entry of this Order, which is both final and appealable, and immediate entry by the Clerk is expressly directed.

23. Without in any way affecting the finality of this Order, the Court retains exclusive jurisdiction to, among other things, administer, interpret, implement, and enforce the terms and provisions of this Order and the Settlement Agreement and all amendments thereto and any waivers and consents thereunder, and to adjudicate, if necessary, any and all disputes concerning, arising out of, or relating in any way to the implementation and enforcement of this Order and/or the Settlement Agreement.

Dated: _____, 2019

_____

EXHIBIT 6

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE COMMISSION, Plaintiff, v. STANFORD INTERNATIONAL BANK, LTD., et al., Defendants.	§ § § § § § § § § § § §	Civil Action No. 3:09-cv-0298-N
RALPH S. JANVEY, IN HIS CAPACITY AS COURT-APPOINTED RECEIVER FOR THE STANFORD RECEIVERSHIP ESTATE, AND THE OFFICIAL STANFORD INVESTORS COMMITTEE, Plaintiffs, v. PROSKAUER ROSE, LLP, CHADBOURNE & PARKE, LLP, AND THOMAS V. SJOBLOM, Defendants.	§ § § § § § § § § § § § § §	Civil Action No. 3:13-CV-0477-N-BG

SCHEDULING ORDER

This matter is before the Court on the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Proskauer Rose LLP, to Approve the Proposed Notice of Settlement with Proskauer Rose LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion") of Ralph S. Janvey (the "Receiver"), as Receiver for the Receivership Estate in *SEC v. Stanford International Bank, Ltd.*, No. 3:09-CV-0298-N (N.D. Tex.) (the "SEC Action"), the Official Stanford Investors

Committee (the "Committee"), as a party to the SEC Action and, along with the Receiver, as a plaintiff in *Janvey v. Proskauer Rose LLP et al*., No. 3:13-cv-00477-N (N.D. Tex.) (the "Receiver Litigation"), Sandra Dorrell and Phillip A. Wilkinson, individually and, on behalf of a putative class of Stanford investors, as plaintiffs in *Dorrell v. Proskauer Rose LLP*, No. 3:16-cv-1152-N (N.D. Tex.) (the "Investor Plaintiffs" in the "Investor Litigation"), each of the plaintiffs listed in Exhibit E to the Settlement Agreement[1] (the "State Court Plaintiffs" in the "State Court Litigations") (collectively, the Receiver, the Committee, the Investor Plaintiffs, and the State Court Plaintiffs are referred to as "Plaintiffs," and collectively, the Receiver Litigation, the Investor Litigation, and the State Court Litigations are referred to as the "Litigation"). The Motion concerns a proposed settlement (the "Settlement") among and between, on the one hand, Plaintiffs and the Court-appointed Examiner, John J. Little (the "Examiner");[2] and, on the other hand, Proskauer Rose LLP ("Proskauer"), as a defendant in the Litigation. All capitalized terms used in this Scheduling Order that are defined in the Settlement Agreement have the same meaning as in the Settlement Agreement (which is deemed incorporated herein by reference) unless expressly otherwise defined herein.

In the Motion, the Plaintiffs seek the Court's approval of the terms of the Settlement, including entry of a bar order in the SEC Action (the "Bar Order") and a final judgment and bar order in the Receiver Litigation (the "Judgment and Bar Order"). After reviewing the terms of the Settlement and considering the arguments presented in the Motion, the Court preliminarily approves the Settlement as adequate, fair, reasonable, and equitable. Accordingly, the Court

[1] The "Settlement Agreement" refers to the Settlement Agreement that is attached as Exhibit 1 of the Appendix to the Motion [ECF No. _].

[2] The Examiner executed the Settlement Agreement to indicate his approval of the terms of the Settlement and to confirm his obligation to post Notice on his website, as required herein, but is not otherwise individually a party to the Settlement Agreement, the SEC Action, the Receiver Litigation, or the Investor Litigation.

enters this scheduling order to: (i) provide for notice of the terms of the Settlement, including the proposed Bar Order in the SEC Action and the proposed Judgment and Bar Order in the Receiver Litigation; (ii) set the deadline for filing objections to the Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees; (iii) set the deadline for responding to any objection so filed; and (iv) set the date of the final approval hearing regarding the Settlement, the Bar Order in the SEC Action, the Judgment and Bar Order in the Receiver Litigation, and Plaintiffs' request for approval of Plaintiffs' attorneys' fees (the "Final Approval Hearing"), as follows:

1. Preliminary Findings on Potential Approval of the Settlement: Based upon the Court's review of the terms of the Settlement Agreement, the arguments presented in the Motion, and the Motion's accompanying appendices and exhibits, the Court preliminarily finds that the Settlement is fair, reasonable, and equitable; has no obvious deficiencies; and is the product of serious, informed, good-faith, and arm's-length negotiations. The Court, however, reserves a final ruling with respect to the terms of the Settlement until after the Final Approval Hearing referenced below in Paragraph 2.

2. Final Approval Hearing: The Final Approval Hearing will be held before the Honorable David C. Godbey of the United States District Court for the Northern District of Texas, United States Courthouse, 1100 Commerce Street, Dallas, Texas 75242, in Courtroom 1505, at 10:00 a.m. on December 14, 2018, which is a date at least ninety (90) calendar days after entry of this Scheduling Order. The purposes of the Final Approval Hearing will be to: (i) determine whether the terms of the Settlement should be approved by the Court; (ii) determine whether the Bar Order attached as Exhibit B to the Settlement Agreement should be entered by the Court in the SEC Action; (iii) determine whether the Judgment and Bar Order attached as

Exhibit C to the Settlement Agreement should be entered by the Court in the Litigation; (iv) rule upon any objections to the Settlement, Bar Order, or the Judgment and Bar Order; (v) rule upon Plaintiffs' request for approval of Plaintiffs' attorneys' fees; and (vi) rule upon such other matters as the Court may deem appropriate.

3. Notice: The Court approves the form of Notice attached as Exhibit A to the Settlement Agreement and finds that the methodology, distribution, and dissemination of Notice described in the Motion: (i) constitute the best practicable notice; (ii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the releases therein, and the injunctions provided for in the Bar Order and Judgment and Bar Order; (iii) are reasonably calculated, under the circumstances, to apprise all Interested Parties of the right to object to the Settlement, the Bar Order, or the Judgment and Bar Order, and to appear at the Final Approval Hearing; (iv) constitute due, adequate, and sufficient notice; (v) meet all requirements of applicable law, including the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vi) will provide to all Persons a full and fair opportunity to be heard on these matters. The Court further approves the form of the publication Notice attached as Exhibit G to the Settlement Agreement. Therefore:

a. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the Notice in substantially the same form attached as Exhibit A to the Settlement Agreement to be sent via electronic mail, first class mail, or international delivery service to all Interested Parties; to be sent via electronic service to all counsel of record for any Person who is, at the time of Notice, a party in any case included in *In re Stanford Entities Securities Litigation*, MDL No. 2099 (N.D. Tex.) (the "MDL"), the SEC Action or the Litigation, who are deemed to have consented to electronic service through the

Court's CM/ECF System under Local Rule CV-5.1(d); and to be sent via facsimile transmission and/or first class mail to any other counsel of record for any other Person who is, at the time of service, a party in any case included in the MDL, the SEC Action or the Litigation.

b. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the notice in substantially the same form attached as Exhibit G to the Settlement Agreement to be published once in the national edition of *The Wall Street Journal* and once in the international edition of *The New York Times*.

c. The Receiver is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Receiver's website (http://stanfordfinancialreceivership.com). The Examiner is hereby directed, no later than twenty-one (21) calendar days after entry of this Scheduling Order, to cause the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to be posted on the Examiner's website (http://lpf-law.com/examiner-stanford-financial-group).

d. The Receiver is hereby directed promptly to provide the Settlement Agreement, the Motion, this Scheduling Order, the Notice, and all exhibits and appendices attached to these documents, to any Person who requests such documents via email to legalassistant@casnlaw.com, or via telephone by calling Nadia Ramon (210) 630-4200. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

e. No less than ten (10) days before the Final Approval Hearing, the Receiver shall cause to be filed with the Clerk of this Court written evidence of compliance with

subparts (a) through (d) of this Paragraph, which may be in the form of an affidavit or declaration.

4. Objections and Appearances at the Final Approval Hearing: Any Person who wishes to object to the terms of the Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees, or who wishes to appear at the Final Approval Hearing, must do so by filing an objection, in writing, with the Court in the SEC Action (3:09-CV-0298-N), by ECF or by mailing the objection to the Clerk of the United States District Court for the Northern District of Texas, 1100 Commerce Street, Dallas, Texas 75242, no later than November 23, 2018. All objections filed with the Court must:

a. contain the name, address, telephone number, and (if applicable) an email address of the Person filing the objection;

b. contain the name, address, telephone number, and email address of any attorney representing the Person filing the objection;

c. be signed by the Person filing the objection, or his or her attorney;

d. state, in detail, the basis for any objection;

e. attach any document the Court should consider in ruling on the Settlement, the Bar Order, the Judgment and Bar Order, or Plaintiffs' request for approval of Plaintiffs' attorneys' fees; and

f. if the Person filing the objection wishes to appear at the Final Approval Hearing, make a request to do so.

No Person will be permitted to appear at the Final Approval Hearing without filing a written objection and request to appear at the Final Approval Hearing as set forth in subparts (a)

through (f) of this Paragraph. Copies of any objections filed must be served by ECF, or by email or first class mail, upon each of the following:

James P. Rouhandeh
Daniel J. Schwartz
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Telephone: 212.450.4000
Facsimile: 212.701.5800
Email: rouhandeh@davispolk.com
Email: daniel.schwartz@davispolk.com

and

Bruce W. Collins
Neil R. Burger
Carrington, Coleman, Sloman
& Blumenthal, L.L.P.
901 Main Street, Suite 5500
Dallas, Texas 75202
Telephone: 214.855.3000
Facsimile: 214.855.1333
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Email: nburger@ccsb.com

and

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and

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and

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and

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and

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and

Ralph Janvey
2100 Ross Ave
Suite 2600
Dallas, TX 75201
E-mail: rjanvey@kjllp.com

and

Kevin Sadler
Baker Botts
1001 Page Mill Road
Building One, Suite 200

Palo Alto, California 94304-1007
E-mail: kevin.sadler@bakerbotts.com

Any Person filing an objection shall be deemed to have submitted to the jurisdiction of this Court for all purposes of that objection, the Settlement, the Bar Order, and the Judgment and Bar Order. Potential objectors who do not present opposition by the time and in the manner set forth above shall be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing and shall be forever barred from raising such objections in this action or any other action or proceeding. Persons do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

5. Responses to Objections: Any Party to the Settlement may respond to an objection filed pursuant to Paragraph 4 by filing a response in the SEC Action no later than December 7, 2018. To the extent any Person filing an objection cannot be served by action of the Court's CM/ECF system, a response must be served to the email and/or mailing address provided by that Person.

6. Adjustments Concerning Hearing and Deadlines: The date, time, and place for the Final Approval Hearing, and the deadlines and date requirements in this Scheduling Order, shall be subject to adjournment or change by this Court without further notice other than that which may be posted by means of ECF in the MDL, the SEC Action, and the Litigation.

7. Retention of Jurisdiction: The Court shall retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

8. Entry of Injunction: If the Settlement is approved by the Court, the Court will enter the Bar Order in the SEC Action and, following remand of the Receiver Litigation by the Fifth Circuit, the Judgment and Bar Order in the Receiver Litigation. If entered, the Bar Order and the Judgment and Bar Order will permanently enjoin, among others, Interested Parties,

including Stanford Investors and Claimants, from bringing, encouraging, assisting, continuing, or prosecuting, against Proskauer or any of the Proskauer Released Parties, the Litigation, or any other action, lawsuit, cause of action, claim, investigation, demand, levy, complaint, or proceeding of any nature arising from or relating to any Stanford Claim, including without limitation, contribution or indemnity claims, and the claims filed against Proskauer and Sjoblom in *ARCA Investments v. Proskauer Rose LLP*, Civil Action No. 3:15-CV-02423-N (N.D. Tex.).

9. Stay of Proceedings: The Receiver Litigation is hereby stayed, except to the extent necessary to give effect to the Settlement.

10. Use of Order: Under no circumstances shall this Scheduling Order be construed, deemed, or used as an admission, concession, or declaration by or against Proskauer of any fault, wrongdoing, breach or liability. Nor shall the Order be construed, deemed, or used as an admission, concession, or declaration by or against Plaintiffs that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable, or as a waiver by any party of any defenses or claims he, she or it may have. Neither this Scheduling Order, nor the proposed Settlement Agreement, or any other settlement document, shall be filed, offered, received in evidence, or otherwise used in these or any other actions or proceedings or in any arbitration, except to give effect to or enforce the Settlement or the terms of this Scheduling Order.

11. Entry of This Order: This Scheduling Order shall be entered separately on the dockets in the SEC Action, the Receiver Litigation, the Investor Litigation, and each of the State Court Litigations that is pending before this Court.

SIGNED September 11, 2018.

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

RALPH S. JANVEY, IN HIS CAPACITY AS COURT-APPOINTED RECEIVER FOR THE STANFORD RECEIVERSHIP ESTATE, AND THE OFFICIAL STANFORD INVESTORS COMMITTEE,	§	
Plaintiffs,	§	Civil Action No. 3:13-CV-0477-N-BG
v.	§	
PROSKAUER ROSE, LLP, CHADBOURNE & PARKE, LLP, AND THOMAS V. SJOBLOM,	§	
Defendants.	§	

FINAL JUDGMENT AND BAR ORDER

Before the Court is the Expedited Request for Entry of Scheduling Order and Motion to Approve Proposed Settlement with Proskauer Rose LLP, to Approve the Proposed Notice of Settlement with Proskauer Rose LLP, to Enter the Bar Order, to Enter the Final Judgment and Bar Order, and for Plaintiffs' Attorneys' Fees (the "Motion") of Ralph S. Janvey, in his capacity as the Court-appointed Receiver for the Stanford Receivership Estate (the "Receiver") in *SEC v. Stanford International Bank, Ltd.*, Civil Action No. 3:09-CV-0928-N (the "SEC Action"), and as a plaintiff in this action (the "Receiver Litigation"), the Court-appointed Official Stanford Investors Committee (the "Committee"), as a plaintiff in the Receiver Litigation, Sandra Dorrell and Phillip A. Wilkinson individually and on behalf of a putative class of Stanford investors (collectively, the "Investor Plaintiffs"), as plaintiffs in *Dorrell et al. v. Proskauer Rose LLP et al.*, Civil Action No. 3:16-cv-1152-N (N.D. Tex.) (the "Investor Litigation"), and each of the plaintiffs listed in Exhibit

E to the Settlement Agreement[1] (the "State Court Plaintiffs" in the "State Court Litigations") (collectively, the Receiver, the Committee, the Investor Plaintiffs, and the State Court Plaintiffs are referred to as "Plaintiffs" and collectively, the Receiver Litigation, the Investor Litigation, and the State Court Litigations are referred to as the "Litigation"). [ECF No. 343.] The Motion concerns a proposed settlement (the "Settlement") among and between Plaintiffs and Proskauer Rose LLP ("Proskauer"), one of the defendants in the Litigation. Plaintiffs and Proskauer are referred to together as the "Parties." John J. Little, the Court-appointed Examiner (the "Examiner") signed the Settlement Agreement as chair of the Committee and as Examiner solely to evidence his support and approval of the Settlement and to confirm his obligation to post the Notice on his website, but is not otherwise individually a party to the Settlement or this action. All capitalized terms used in this Final Judgment and Bar Order that are defined in the Settlement Agreement have the same meaning as in the Settlement Agreement (which is deemed incorporated herein by reference) unless expressly otherwise defined herein.

Following notice and a hearing, and having considered the filings and heard the arguments of counsel, the Court hereby GRANTS the Motion.

I. INTRODUCTION

The SEC Action and the Litigation both arise from a series of events leading to the collapse of Stanford International Bank, Ltd. ("SIBL"). On February 16, 2009, this Court appointed Ralph S. Janvey to be the Receiver for SIBL and related parties (the "Stanford Entities"). [SEC Action, ECF No. 10]. After years of diligent investigation, Plaintiffs believe that they have identified claims against a number of third parties, including Proskauer, that Plaintiffs allege enabled the

[1] The "Settlement Agreement" refers to the Settlement Agreement that is attached as Exhibit 1 of the Appendix to the Motion [ECF No. 344].

Stanford Ponzi scheme. In the Receiver Litigation, the Investor Litigation, and the State Court Litigations, Plaintiffs assert a number of different claims against Proskauer. Proskauer denies that it is liable for any of those claims and asserts numerous defenses to each of those claims. The relevant history of the claims in the Receiver Litigation, the Investor Litigation, and the State Court Litigations is included in the Settlement Agreement.

Multiparty settlement negotiations occurred in late 2017 and at a mediation in New York on April 12, 2018. In these negotiations, potential victims of the Stanford Ponzi scheme were well-represented. The Investor Plaintiffs, the Committee—which the Court appointed to "represent[] in this case and related matters" the "customers of SIBL who, as of February 16, 2009, had funds on deposit at SIBL and/or were holding certificates of deposit issued by SIBL (the 'Stanford Investors')" [SEC Action, ECF No. 1149]—the Receiver, and the Examiner—who the Court appointed to advocate on behalf of "investors in any financial products, accounts, vehicles or ventures sponsored, promoted or sold by any Defendant in this action" [SEC Action, ECF No. 322]—and the State Court Plaintiffs (by counsel) all participated in these extensive, arm's-length negotiations. On April 25, 2018, the Parties reached agreement resulting in the Settlement. For several weeks thereafter, the Parties continued efforts to negotiate and document the terms of the Settlement Agreement. The Parties executed the Settlement Agreement on August 15, 2018.

Under the terms of the Settlement, Proskauer will pay $63 million (the "Settlement Amount") to the Receivership Estate, which (less attorneys' fees and expenses) will be distributed to Stanford Investors. In return, Proskauer seeks total peace with respect to all claims that have been, or could have been, asserted against Proskauer or any of the Proskauer Released Parties arising out of the events leading to these proceedings. Accordingly, the Settlement is conditioned

on the Court's approval and entry of this Final Judgment and Bar Order enjoining Interested Parties from asserting or prosecuting claims against Proskauer or any of the Proskauer Released Parties.

On August 24, 2018, Plaintiffs filed the Motion. [ECF No. 343]. The Court thereafter entered a Scheduling Order on September 11, 2018 [ECF No. 349], which, *inter alia*, authorized the Receiver to provide notice of the Settlement, established a briefing schedule on the Motion, and set the date for a hearing. On December 14, 2018, the Court held the scheduled hearing. For the reasons set forth herein, the Court finds that the terms of the Settlement Agreement are adequate, fair, reasonable, and equitable, and that the Settlement should be and is hereby **APPROVED**. The Court further finds that entry of this Final Judgment and Bar Order is appropriate and necessary.

II. ORDER

It is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. The Court has "broad powers and wide discretion to determine the appropriate relief in [this] equity receivership," including the authority to enter the Final Judgment and Bar Order. *SEC* v. *Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (internal quotations omitted). Moreover, the Court has jurisdiction over the subject matter of this action, and the Receiver and the Committee are proper parties to seek entry of this Final Judgment and Bar Order.

2. The Court finds that the methodology, form, content and dissemination of the Notice: (i) were implemented in accordance with the requirements of the Scheduling Order; (ii) constituted the best practicable notice; (iii) were reasonably calculated, under the circumstances, to apprise all Interested Parties of the Settlement, the releases therein, and the injunctions provided for in this Final Judgment and Bar Order and in the Final Bar Order to be entered in the SEC Action; (iv) were reasonably calculated, under the circumstances, to apprise

all Interested Parties of the right to object to the Settlement, this Final Judgment and Bar Order, and the Final Bar Order to be entered in the SEC Action, and to appear at the Final Approval Hearing; (v) were reasonable and constituted due, adequate, and sufficient notice; (vi) met all applicable requirements of law, including, without limitation, the Federal Rules of Civil Procedure, the United States Constitution (including Due Process), and the Rules of the Court; and (vii) provided to all Persons a full and fair opportunity to be heard on these matters.

3. The Court finds that the Settlement, including, without limitation, the Settlement Amount, was reached following an extensive investigation of the facts and resulted from vigorous, good-faith, arm's-length, mediated negotiations involving experienced and competent counsel. The Court further finds that (i) significant issues exist as to the merits and value of the claims asserted against Proskauer by Plaintiffs and by others whose potential claims are foreclosed by this Final Judgment and Bar Order; (ii) such claims contain complex and novel issues of law and fact that would require a substantial amount of time and expense to litigate, with uncertainty regarding whether such claims would be successful; (iii) a significant risk exists that future litigation costs would dissipate receivership assets and that Plaintiffs and other Claimants may not ultimately prevail on their claims; (iv) Plaintiffs and Claimants who have filed Claims with the Receiver will receive partial satisfaction of their claims from the Settlement Amount being paid pursuant to the Settlement; and (v) Proskauer would not have agreed to the terms of the Settlement in the absence of this Final Judgment and Bar Order and assurance of "total peace" with respect to all claims that have been, or could be, asserted arising from its relationship with the Stanford Entities. *See SEC* v. *Kaleta*, No. 4:09-3674, 2012 WL 401069, at *4 (S.D. Tex. Feb. 7, 2012), *aff'd*, 530 F. App'x 360 (5th Cir. 2013) (approving these factors for consideration in evaluating whether a settlement and bar order are sufficient, fair, and necessary).

The injunction against such claims, including but not limited to Stanford Claims, as set forth herein is therefore a necessary and appropriate order ancillary to the relief obtained for victims of the Stanford Ponzi scheme pursuant to the Settlement. *See Kaleta*, 530 F. App'x at 362 (affirming a bar order and injunction against investor claims as "ancillary relief" to a settlement in an SEC receivership proceeding). After careful consideration of the record and applicable law, the Court concludes that the Settlement is the best option for maximizing the net amount recovered from Proskauer for the Receivership Estate, Plaintiffs, and the Claimants.

4. Pursuant to the Settlement Agreement and upon motion by the Receiver in the SEC Action, this Court will approve a Distribution Plan that will fairly and reasonably distribute the net proceeds of the Settlement to Stanford Investors who have Claims approved by the Receiver. The Court finds that the Receiver's claims process and the Distribution Plan contemplated in the Settlement Agreement have been designed to ensure that all Stanford Investors have received an opportunity to pursue their Claims through the Receiver's claims process previously approved by the Court [SEC Action, ECF No. 1584].

5. The Court further finds that the Parties and their counsel have at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

6. Accordingly, the Court finds that the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of all Persons claiming an interest in, having authority over, or asserting a claim against Proskauer, the Stanford Entities, or the Receivership Estate, including but not limited to Plaintiffs and the Interested Parties. The Court also finds that this Final Judgment and Bar Order is a necessary component to achieve the Settlement. The Settlement, the terms of which are set forth in the Settlement Agreement, is hereby fully and finally approved. The Parties are directed to implement and consummate the Settlement in

accordance with the terms and provisions of the Settlement Agreement and this Final Judgment and Bar Order.

7. Pursuant to the provisions of Paragraph 42 of the Settlement Agreement, as of the Settlement Effective Date, Proskauer and all of the other Proskauer Released Parties shall be completely released, acquitted, and forever discharged from any action, cause of action, suit, liability, claim, right of action, right of levy or attachment, or demand whatsoever, whether or not currently asserted, known, suspected, existing, or discoverable, and whether based on federal law, state law, foreign law, common law, or otherwise, and whether based on contract, tort, statute, law, equity or otherwise, that the Investor Plaintiffs; the Receiver; the Receivership Estate; the Committee; the State Court Plaintiffs; the Claimants; and the Persons, entities and interests represented by those Parties ever had, now has, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity, for, upon, arising from, relating to, or by reason of any matter, cause, or thing whatsoever, that, in full or in part, concerns, relates to, arises out of, or is in any manner connected with (i) the Stanford Entities; (ii) any certificate of deposit, depository account, or investment of any type with any one or more of the Stanford Entities; (iii) Proskauer's relationship with any one or more of the Stanford Entities and/or any of their personnel; (iv) Proskauer's provision of services to or for the benefit of or on behalf of the Stanford Entities; or (v) any matter that was asserted in, could have been asserted in, or relates to the subject matter of the Litigation, the SEC Action, or any proceeding concerning the Stanford Entities pending or commenced in any Forum. The foregoing specifically includes, without limitation, all Plaintiffs' Stanford Claims against Proskauer and the Proskauer Released Parties, including, without limitation, Sjoblom.

8. Pursuant to the provisions of Paragraph 43 of the Settlement Agreement, as of the Settlement Effective Date, the Plaintiffs Released Parties shall be completely released, acquitted, and forever discharged from all Stanford Claims by Proskauer.

9. Notwithstanding anything to the contrary in this Final Judgment and Bar Order, the foregoing releases do not release the Parties' rights and obligations under the Settlement or the Settlement Agreement or bar the Parties from enforcing or effectuating the terms of the Settlement or the Settlement Agreement. Further, the foregoing releases do not bar or release any claims, including but not limited to Stanford Claims, that Proskauer may have against any Proskauer Released Party, including but not limited to Proskauer's insurers, reinsurers, employees and agents.

10. The Court hereby permanently bars, restrains, and enjoins Plaintiffs, the Claimants, the Interested Parties, and all other Persons or entities anywhere in the world, whether acting in concert with the foregoing or claiming by, through, or under the foregoing, or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against Proskauer or any of the Proskauer Released Parties, the Litigation or any action, lawsuit, cause of action, liability, claim, investigation, demand, levy, complaint, or proceeding of any nature in any Forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with the Stanford Entities; Proskauer's relationship with the Stanford Entities; the Litigation; the SEC Action; the subject matter of the Litigation or the SEC Action; or any Stanford Claim. The

foregoing specifically includes, without limitation, all claims filed against Proskauer and Sjoblom in *ARCA Investments v. Proskauer Rose LLP*, Civil Action No. 3:15-CV-02423-N (N.D. Tex.) (the "*ARCA Investments* Litigation"). The foregoing also specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to such Person, entity, or Interested Party, or the claim asserted by such Person, entity, or Interested Party, is based upon such Person's, entity's, or Interested Party's liability to any Plaintiff, Claimant, or Interested Party arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to any Plaintiff, Claimant, Interested Party, or other Person or entity, whether pursuant to a demand, judgment, claim, agreement, settlement or otherwise. Notwithstanding the foregoing, there shall be no bar of any claims, including but not limited to the Stanford Claims, that Proskauer may have against any Proskauer Released Party, including but not limited to Proskauer's insurers, reinsurers, employees and agents. Further, the Parties retain the right to sue for alleged breaches of the Settlement Agreement.

11. Nothing in this Final Judgment and Bar Order shall affect or be construed to affect in any way whatsoever, any right of any Person, entity, or Interested Party to: (a) claim a credit or offset, however determined or quantified, if and to the extent provided by any applicable statute, code, or rule of law, against any judgment amount, based upon the Settlement or payment of the Settlement Amount; (b) designate a "responsible third party" or "settling person" under Chapter 33 of the Texas Civil Practice and Remedies Code; or (c) take discovery under applicable rules in litigation; provided for the avoidance of doubt that nothing in this paragraph shall be interpreted to permit or authorize any action or claim seeking to impose any liability of any kind (including but not limited to liability for contribution, indemnification or

otherwise) upon Proskauer or any Proskauer Released Party, including, but not limited to, the *ARCA Investments* Litigation as to Proskauer and Sjoblom.

12. Proskauer and the Proskauer Released Parties have no responsibility, obligation, or liability whatsoever with respect to the content of the Notice; the notice process; the Distribution Plan; the implementation of the Distribution Plan; the administration of the Settlement; the management, investment, distribution, allocation, or other administration or oversight of the Settlement Amount, any other funds paid or received in connection with the Settlement, or any portion thereof; the payment or withholding of Taxes; the determination, administration, calculation, review, or challenge of claims to the Settlement Amount, any portion of the Settlement Amount, or any other funds paid or received in connection with the Settlement or the Settlement Agreement; or any losses, attorneys' fees, expenses, vendor payments, expert payments, or other costs incurred in connection with any of the foregoing matters. No appeal, challenge, decision, or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the Settlement, the Settlement Agreement, or this Final Judgment and Bar Order.

13. Nothing in this Final Judgment and Bar Order or the Settlement Agreement and no aspect of the Settlement or negotiation or mediation thereof is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Parties with regard to any of the complaints, claims, allegations, or defenses in the Litigation, or any other proceeding.

14. Proskauer is hereby ordered to deliver or cause to be delivered the Settlement Amount ($63 million) as described in Paragraph 27 of the Settlement Agreement. Further, the Parties are ordered to act in conformity with all other provisions of the Settlement Agreement.

15. Without in any way affecting the finality of this Final Judgment and Bar Order, the Court retains continuing and exclusive jurisdiction over the Parties for purposes of, among other things, the administration, interpretation, consummation, and enforcement of the Settlement, the Settlement Agreement, the Scheduling Order, and this Final Judgment and Bar Order, including, without limitation, the injunctions, bar orders, and releases herein, and to enter orders concerning implementation of the Settlement, the Settlement Agreement, the Distribution Plan, and any payment of attorneys' fees and expenses to Plaintiffs' counsel.

16. To the extent Plaintiffs continue to maintain claims against any other Defendant in this civil action, the Court expressly finds and determines, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for any delay in the entry of this Final Judgment and Bar Order as to Proskauer, which is both final and appealable as to Proskauer, and immediate entry of final judgment as to Proskauer by the Clerk of the Court is expressly directed.

17. This Final Judgment and Bar Order shall be served by counsel for Plaintiffs, via email, first class mail or international delivery service, on any person or entity that filed an objection to approval of the Settlement, the Settlement Agreement, or this Final Judgment and Bar Order.

18. All relief as to or against Proskauer not expressly granted herein, other than Plaintiffs' request for approval of Plaintiffs' attorneys' fees, which will be addressed by a separate order, is denied. This is a final judgment. The Clerk of the Court is directed to enter Judgment as to Proskauer in conformity herewith.

SIGNED January 16, 2019.

DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE