

CAUSE NO. D-1-GN-11-000644

DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

126TH JUDICIAL DISTRICT

PLAINTIFFS' MOTION FOR AWARD OF CLASS COUNSEL FEES AND EXPENSES

TO THE HONORABLE COURT:

Plaintiffs Dr. Gary Cain and Barry Edelstein (collectively, "Plaintiffs") submit this Motion for Award of Class Counsel Fees and Expenses, and in support thereof show the court as follows:

I. FACTUAL AND PROCEDURAL BACKGROUND

On May 5, 2010, the State of Texas filed suit against Retirement Value, LLC ("RV") and its affiliates in this Court, *State of Texas v. Retirement Value LLC et. Al.*, Cause No. D-1-GV-10-00454 (the "Original Lawsuit"), alleging claims based on an alleged fraudulent investment scheme. A Temporary Restraining Order was issued and Eduardo S. Espinosa (the "Receiver") was appointed as receiver to manage RV's assets. Kiesling, Porter, Kiesling & Free, P.C. ("KPKF") was named in the suit as a relief defendant because it held escrow funds and other RV property.

On July 30, 2010, Plaintiffs intervened in the Original Lawsuit. On December 8, 2010, Plaintiffs filed their first Supplemental Petition in Intervention and Class Action Claim asserting a new class action claim against KPKF on behalf of 1,046 investors. The lawsuit sought class

action status pursuant to Texas Rule of Civil Procedure 42(b)(2). Counsel for Dr. Cain and Mr. Edelstein agreed to fund all expenses and pursue the case on a contingent fee basis.

After this lawsuit was filed, the parties entered into a mediation process to attempt to manage the discovery process and discovery protocols, and to explore whether a final resolution was possible. The parties agreed to use an experienced and highly-respected mediator, Judge Patrick Keel.

Plaintiffs recognized that, in the absence of an approved settlement, they would face a long litigation course, including additional discovery, opposed motions for class certification, and trial and appellate proceedings, which would consume time and significantly deplete already-limited resources, and present them, on behalf of the Class, with serious ongoing litigation risks and uncertainties. Plaintiffs sought to avoid these risks and uncertainties, particularly in light of the chance to provide the Settlement Class with an efficient and timely recovery that they might otherwise not be able to obtain. After careful review and consideration, the parties agreed to all terms of a settlement, and a Settlement Agreement was executed. See Settlement Agreement, attached hereto as **EXHIBIT A**.

On June 22, 2011, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement, seeking preliminary approval of the settlement, settlement class, class counsel, and notice procedures. On June 29, 2011, the Court entered an Order preliminarily certifying the settlement, the Settlement Class, Class Counsel and approving class notification procedures.

Following preliminary approval, notices were sent to the 1,046 Class Members advising them of the settlement and the right to object. As a testament to the quality of the settlement, 0

out of 1,046 persons receiving notice filed objections or responses with the Court. There were no objections to the settlement.

On September 12, 2011, Plaintiffs filed their Motion for Final Approval of Class Action Settlement, seeking final approval of the settlement, settlement class, and class counsel. A hearing on the Motion for Final Approval is set for October 4, 2011.

II. SUMMARY OF TERMS OF THE SETTLEMENT

The settlement provides monetary relief, in the amount of \$710,000.00 (the “Settlement Fund”), paid by KPKF through its insurer, to the Receiver. Per the Settlement Agreement, Payment of attorneys’ fees and expenses are to be paid out of the Settlement Fund, unless the Court and Receiver approves Class Counsel’s request to pay such costs out of other receivership assets.

III. THE ATTORNEYS’ FEES PROVIDED FOR IN THE SETTLEMENT AGREEMENT ARE FAIR AND REASONABLE

The Settlement Agreement provides that, initially, Class Counsel was to pay administrative expenses and its own fees. Class Counsel has paid all administrative expenses and its own fees to date. The Settlement Agreement further provides that, upon Court approval, Class Counsel is to be reimbursed for such expenses and fees out of receivership funds other than the Settlement Fund. Class Counsel is seeking a fee award in the amount of \$175,000.00 and reimbursement of expenses.

To date, Class Counsel has incurred and paid expenses of \$23,567.44. These expenses predominantly relate to the payment for the services of mediator fees and the administration of the Class Notice and expert witness fee.

To date, Class Counsel has incurred significant legal fees based upon collection of time for the lawyers involved. Based upon their standard hourly rates, the legal fees of Geoffrey D.

Weisbart and his staff, through September 26, 2011 amounted to \$95,008.50. *See* Affidavit of Geoffrey D. Weisbart, **EXHIBIT B**. Class Counsel has estimated legal fees of approximately \$6,500.00 through the October 4, 2011 hearing on the fee award and final approval.

Class Counsel handled this case on a contingency basis. If the contingency agreement and its rate were applied to this settlement, the requested attorneys' fee award would be significantly greater than the amount sought by Class Counsel (a reduction of over \$100,000). In order to benefit the Class, Class Counsel has agreed to accept, subject to Court approval, the \$175,000.00 amount to be paid out of receivership assets as its full legal fee.

A. On a Lodestar basis, the Agreed Upon Settlement Award of Legal Fees are Fair, Reasonable and Necessary.

In a certified class action, the Court may award reasonable attorneys' fees and non-taxable costs that are authorized by law or the parties' agreement. Tex. R. Civ. P. 42(h). In this case, both the law and the settlement provide for the payment of attorneys' fees to Class Counsel.

Texas law requires courts to use a lodestar method to help assess attorneys' fees in class action lawsuits. Tex. R. Civ. P. 42(i); *General Motors Corp., v. Bloyed*, 916 S.W.2d 949, 959 (Tex. 1996). In a lodestar analysis, the first step is a review and determination of the reasonable number of hours expended in the litigation and the reasonable hourly rate for the participating attorneys. Listed below are the lawyers and paralegals that worked on the matter along with total hours worked and rates charged:

<u>Attorney/Professional</u>	<u>Rate</u>	<u>Hours</u>	<u>Lodestar</u>
Geoffrey D. Weisbart	\$425.00	172.10	\$73,142.50
Tonia Lucio	\$350.00	13.2	\$4,620.00
V. Blayre Peña	\$300.00	1.3	\$390.00
Jan Blair (Paralegal)	\$190.00	54.0	\$10,260.00
Litigation Assistants	\$85.00	77.6	\$6,596.00
TOTAL through September 26, 2011 – excludes work through final approval		318.2	\$95,008.50

hearing.			
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Pursuant to the Affidavit of Geoffrey D. Weisbart, the hours incurred were necessary and reasonable in order to prosecute this case. *See* Affidavit of Geoffrey D. Weisbart, **EXHIBIT B**. These hours were documented and detailed in a professional format as if this case were billed on an hourly basis. The hourly rates charged were also customary hourly rates, and reasonable and prevailing for litigation of this type in Austin, Texas. *Id.*

In this case, the legal work conducted by counsel was extensive, and included multiple interviews and collection and analysis of a tremendous amount of data. Further, Class Counsel had challenges stemming from the Receivership in the Original Lawsuit, bankruptcy proceedings, other actions seeking to affect this case, and had the task of negotiating with KPKF's very able counsel on multiple issues concerning everything from discovery, applicable law, and settlement terms to documentation of a class action settlement. To facilitate the settlement and benefit the class members, Class Counsel is seeking fees well under a standard contingent rate and below prevailing rates for Class Counsel.

B. The Requested Attorneys' Fees Are Reasonable.

Attorneys' fees provisions included in proposed class action settlement agreements are, like every other aspect of such agreements, subject to the determination whether the settlement is fundamentally fair, adequate, and reasonable. Tex. R. Civ. P. 42(e). Again, in Texas, the appropriate method for determining the reasonableness of the fees is the lodestar method. Tex. R. Civ. P. 42(i); *General Motors*, 916 S.W.2d at 957. The court must determine a lodestar figure by multiplying the number of hours reasonably worked times a reasonable hourly rate and then adjusted up or down based on a variety of factors, such as the benefits obtained for the class, the complexity of the issues involved, the expertise of counsel, the preclusion of other legal work due to acceptance of the class action suit, and the hourly rate customarily charged in the region

for similar legal work. *General Motors*, 916 S.W.2d at 960 (citing *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)). The Court's award is generally not to exceed 400% of the lodestar figure. *Id.*

The fees and costs were separately negotiated between Plaintiffs and Class Counsel. Payment of the fees and expenses is expressly provided for in the Settlement Agreement independently of the class monetary relief, subject to Court approval. Thus, upon the Court's approval, the requested fees and costs are independent of the settlement amount secured for the benefit of the Class and do not in any way diminish the Class's recovery.

1. Plaintiffs' Lodestar is Reasonable.

The starting point for computing the lodestar amount is to multiply the number of hours the prevailing party reasonably expended on the litigation by a reasonable hourly rate. *General Motors* at 960. The court may then apply a multiplier to the lodestar, adjusting the lodestar either upward or downward by applying the *General Motors* factors. *Id.*¹

Here, while the requested fee is marginally more than the presumptively reasonable lodestar amount, the *General Motors* factors apply to provide for full substantiation of the fee, particularly given the success obtained and risk to counsel to undertake the case in the first place. *Id.*

The factors help highlight the appropriateness of the fee agreed to be paid to Class Counsel. As the evidence indicates, Class Counsel incurred a substantial amount of time in investigating and prosecuting this case to resolution. Class Counsel's efforts were all reasonable and necessary, particularly given the novelty and difficulty of the issues. The Court can and

¹ The twelve factors are (1) the time and labor required, (2) the novelty and difficulty of the issues, (3) the skill required to perform the legal services properly, (4) the preclusion of other employment, (5) the customary fee, (6) whether the fee is fixed or contingent, (7) the time limitations imposed by the client or the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the undesirability of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases. *General Motors* at 960 (citing *Johnson*, at 717-719).

should also take judicial notice that class actions are extremely complex and challenging for counsel and the court. Simply put, counsel in a class action must work diligently and extremely competently to handle such a case with the skill and dedication to succeed through trial or appeal in order to achieve any type of success in such a case.

Uniquely, Class Counsel felt compelled to avoid being hired by any other parties involved in the RV litigation during the pendency of this case. Class Counsels' concern conservatively was to avoid any possible conflict of interest or exposure to any evidence which otherwise might disqualify Class Counsel. As a result, Class Counsel was precluded by this case from being hired on actual matters. Acting as Class Counsel did in fact preclude counsel from other employment, which is another factor to be considered in assessing the legal fee in the settlement.

Class Counsel handled this case on a contingency fee, however, such counsel elected, to benefit the Class, to seek and accept a fixed fee which is far less than a standard contingent recover. In fact, calculated on a percentage of recovery of only monetary relief, Class Counsel's recover of \$175,000.00 of legal fees, approximately 24%, is far less than a standard contingent recovery. Under the contingent fee agreement, Class Counsel would be entitled to recover a 40% contingent fee of \$284,000.

Plaintiffs and Class Counsel strongly believe that the results obtained were quite significant, and greatly to the benefit of the Class Members as the settlement allows for significant proceeds to be paid to the Receiver to pay for policy premiums only and keep numerous policies from lapsing. This is of great benefit to the Class. Along these lines, no Class Member responded with any kind of objection to the recovery of attorneys' fees.

Plaintiffs and Class Counsel also believe that the case has been prosecuted very professionally, consistent with Class Counsel's experience, reputation and ability, and these qualities have benefited the Class. Achieving success for the Class in a short period of time was dependent upon Class Counsel's experience, reputation and ability, which benefited the Class. Class actions can take many, many years to obtain final resolution, and in this case, a significant

resolution was obtained in a comparatively short amount of time. The benefit of the result of Class Counsels' dedication to this case will be felt, subject to final approval, now instead of many years down the road. Class Counsel handled this case with true hearts, and true minds, working with extreme dedication to achieve a just result for the Class. Class Counsel believes such dedication and hard work achieved a wonderful result for the Class Members and believes the requested legal fees are fair and just, and earned.

B. The Expenses for Which Class Counsel Seek Reimbursement Are Reasonable.

In the course of this litigation, Class Counsel has had to incur substantial expenses, including expenses associated with the preparation, research, and filing of the pleadings filed and responded to in this matter; expenses associated with copying, uploading, and analyzing documents; expenses associated with retaining a mediator; and expenses associated with the administrative of the Class Notice to 1,046 class members. *See* Affidavit of Geoffrey D. Weisbart, **EXHIBIT B**. All of these costs and expenses were advanced by Class Counsel. *Id.* These expenses were necessary in connection with the presentation of this litigation for the benefit of the Class. The total costs and expenses incurred by Class Counsel in this litigation is \$23,567.44 through September 26, 2011. Pursuant to the Settlement Agreement, Plaintiffs and Class Counsel seek reimbursement for these expenses as part of the total amount of fees and expenses of \$175,000.00.


IV. CONCLUSION

The parties' skilled counsel, the risks of further litigation, and the significant benefits achieved by Class Counsel justify an award of \$175,000.00 to Class Counsel for fees plus reimbursement of \$23,567.44 in expenses. Accordingly, Plaintiffs respectfully request that the Court (i) award Class Counsel its requested amount of fees and expenses, (ii) order that amount is to be paid by the Receiver out of receivership assets other than the Settlement Fund, or

alternatively that Class Counsel be authorized to collect the Settlement Funds and distribute such funds to the Receiver, less court-ordered fees and expenses, and (iv) grant Plaintiffs all other and further relief to which they are justly entitled.

Respectfully submitted,

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By: 
Geoffrey D. Weisbart
State Bar No. 21102645
Tonia L. Lucio
State Bar No. 00793080

**ATTORNEYS FOR INTERVENOR CLASS
REPRESENTATIVES**

NOTICE OF HEARING

PLEASE TAKE NOTICE that Plaintiffs' Motion for Award of Class Counsel Fees and Expenses has been set for hearing on **Thursday, October 4, 2011 at 9:00 a.m.** before the Honorable Gisela D. Triana-Doyal, 126th Judicial District Court of Travis County, Texas, 1000 Guadalupe Street, Austin, Texas.


Geoffrey D. Weisbart

CERTIFICATE OF SERVICE

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

- U.S. Mail, First Class or
- Certified Mail (return receipt requested)
- Facsimile
- Federal Express Delivery
- Hand Delivery
- Electronic Service


on this the 29th day of September, 2011, to wit:

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Geoffrey D. Weisbart

EXHIBIT A

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

STATE OF TEXAS
Plaintiff,

IN THE DISTRICT COURT OF

v.

RETIREMENT VALUE, LLC,
RICHARD H. "DICK" GRAY, HILL
COUNTRY FUNDING, LLC, HILL
COUNTRY FUNDING, and
WENDY ROGERS,
Defendants,

TRAVIS COUNTY, TEXAS

and

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Relief Defendant.

126TH JUDICIAL DISTRICT

CAUSE NO. D-1-GN-11-000644

DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,

IN THE DISTRICT COURT OF

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

CAUSE NO. D-1-GN-11-000645

LADELL HARRISON, ON BEHALF OF
MATTHEW C. ALLEN, JR., TEDDIE J.
ALLEN, AND THE MATTHEW AND
TEDDIE ALLEN CHARITABLE
REMAINDER ANNUITY TRUST,
Plaintiffs,

IN THE DISTRICT COURT OF

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

SETTLEMENT AGREEMENT

Subject to approval by the Court, this Settlement Agreement sets forth the full and final terms of settlement of the claims against Kiesling, Porter, Kiesling & Free, P.C. (“KPKF”) by:

1. Dr. Gary Cain and Barry Edelstein, individually and as representatives of the Settlement Class described herein (the “Class Representatives”);
2. Ladell Harrison, on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Matthew and Teddie Allen Charitable Remainder Annuity Trust (“Harrison”);
3. Eduardo S. Espinosa, in his capacity as Court-Appointed Receiver for Retirement Value, LLC, a Texas limited liability company (“Receiver”); and
4. The State of Texas (the “State”).

Collectively, KPKF, the Class Representatives, Harrison, Receiver and the State are referred to herein as the “Parties.”

I. NATURE AND RESOLUTION OF THE CLAIMS AGAINST KPKF.

On May 5, 2010, the State filed suit against Retirement Value, LLC (“Retirement Value”), Richard Gray, and Bruce Collins (collectively, “Original Defendants”) in Cause No. D-1-GV-10-000454, referenced on Page 1 of this Settlement Agreement (the “Original Lawsuit”), based on an alleged fraudulent securities scheme. The Court issued a Temporary Restraining Order and appointed Eduardo S. Espinosa as Receiver over Retirement Value’s assets pending the outcome of the litigation. KPKF was only named as a relief defendant because it held, in escrow, funds and other property of Retirement Value, which it was ordered to turn over to the Receiver, and it did so.

On May 28, 2010, the Court entered, by agreement of the parties, a temporary injunction against Retirement Value and continued the Receiver’s appointment.

On July 30, 2010, the Class Representatives intervened into the Original Lawsuit, asserting claims similar to the State's as investors in the alleged fraudulent securities scheme. On December 8, 2010, the Class Representatives filed their First Supplemental Petition in Intervention and Class Action Claim asserting a new class action claim on behalf of over 900 investors against the Original Defendants as well as against KPKF, alleging that KPKF acted as attorneys for the investors and in doing so, committed professional negligence.

On January 21, 2011, Harrison also intervened into the Original Lawsuit, asserting individual claims against the Original Defendants in addition to claims against KPKF for negligence.

On March 1, 2011, the Court entered an Order severing the claims of the Class Representatives and Harrison against KPKF into the other two lawsuits referenced on Page 1 of this Settlement Agreement. These lawsuits are referred to herein as the "Severed Lawsuits."

Pursuant to Court Order, and in an effort to avoid unnecessary litigation, cost and expense, the Parties engaged in mediation on February 24, 2011 before the Honorable Patrick Keel. During the course of the mediation, the Parties engaged in arm's-length negotiations between counsel and, with the assistance of Judge Keel, ultimately reached a settlement, which was documented in the Parties' "Mediated Settlement Agreement." This Agreement is intended to more specifically set forth the terms agreed to by the Parties.

The Parties recognize the substantial time and expense that would be incurred by further litigation in this matter and the uncertainties inherent in such litigation. The Parties seek to avoid these risks, and collectively to assist the Receiver's ability to enhance the recovery for investors of Retirement Value, through settlement pursuant to the terms and conditions of this Agreement. The Parties, and in particular, the Class Representatives, are all of the opinion that the Settlement

set forth in this Agreement is fair, reasonable, adequate, and provides prompt, full and final relief for the Class. The Parties also believe that the Settlement set forth in this Agreement is in the best interest of the investors of Retirement Value based on all the facts and circumstances, including the risk of significant depletion of the limited funds available to indemnify KPKF and the uncertainty of achieving class certification that could preclude any recovery for the investors of Retirement Value.

KPKF strongly denies any liability or wrongdoing of any kind associated with the claims alleged in the Civil Actions, in particular the claims of the Class Representatives and the claims of Harrison, and believes that it acted properly at all times, but wishes to settle the litigation on the terms and conditions stated in this Agreement to eliminate the extraordinary burden and expense of further litigation and to put the claims to be released hereby to rest finally and forever.

II. SETTLEMENT CONDITIONS.

This Settlement is expressly conditioned upon: (i) the Court's certification of a Settlement Class as defined herein; (ii) there being no Class Members who, at the time of the Settlement Hearing, continue to seek to opt out of the Settlement, unless KPKF, with written consent of its insurer, waives this provision; and (iii) the Court's Final Approval of the Settlement (collectively, the "Settlement Conditions"). To the extent the Settlement Conditions are not met, KPKF does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted in the Civil Actions upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. The Parties agree that KPKF retains and reserves these rights, and they agree not to take a position to the contrary.

III. DEFINITIONS.

In addition to terms identified previously, the terms below and used hereinafter shall have the following meanings:

1. The "Civil Actions" means the above-captioned actions, including the Original Lawsuit and the Severed Lawsuits.

2. "Class Counsel" means the law firm of Hance Scarborough, LLP, subject to approval as Class Counsel by the Court.

3. "Counsel for KPKF" means the law firm of Andrews Kurth, LLP.

4. The "Court" means the District Court of Travis County, 200th Judicial District.

5. "Effective Date" means the date upon which all of the following have occurred: (1) the Settlement Conditions have been met; (2) the Court has entered an order certifying the Settlement Class; (3) Final Approval has been issued; and (4) the appeal period (i.e., 30 days) has run without an appeal of any Court order associated with the Settlement, or in the event of an appeal, the Parties have received actual notice that the settlement has received final approval after completion of the appellate process and the final resolution of any appeals.

6. "Final Approval" means the order or orders entered by the Court granting approval of the Settlement Agreement, dismissing with prejudice the Civil Actions as to KPKF (with continuing jurisdiction limited to enforcing the Settlement Agreement), and barring and enjoining all Releasing Parties from asserting any of the Released Claims.

7. "Notice" means the Notice of a Proposed Class Action Settlement substantially in the form attached hereto as Exhibit A, which is to be mailed directly to all investors of Retirement Value following Preliminary Approval of this Agreement.

8. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, joint stock company, estate, trust, retirement plan, governmental entity and any political subdivision thereof, or any type of business, personal, political, or legal entity.

9. "Preliminary Approval" means the order or orders entered by the Court, substantially in the form attached hereto as Exhibit B, preliminarily approving the terms of this Settlement Agreement, certifying the Settlement Class, and approving the form of Notice to be sent to Class Members.

10. "Released Claims" means any and all general or specific claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, at law or equity, which were or could have been asserted against Released Parties arising out of, derived from, associated with, or related to: (i) Retirement Value, (ii) the Master Escrow Agreement between Retirement Value and KPKF, (iii) the investment or loan of moneys with or through Retirement Value, (iv) the placement of moneys on deposit in accounts maintained by KPKF or Released Parties, (v) any of Released Parties' actions as escrow agent, or (vi) any of the Released Parties' alleged status as attorneys to Persons who invested money in Retirement Value's Re-Sale Life Insurance Program or otherwise invested money with Retirement Value. **The Released Claims expressly include any claims of negligence, including professional negligence, by KPKF or any of the Released Parties.** This release specifically does not include, or release claims against, Retirement Value officers, directors, employees, licensees, advisors, consultants, suppliers of life insurance policies

or any banking institution which held Retirement Value investor funds, nor any other third parties not named herein.

11. "Released Parties" means KPKF and each of its affiliated companies, predecessors, successors, parents, subsidiaries, heirs, executors, administrators, current or former employees, officers, directors, shareholders, partners, members, agents, attorneys and insurers, individually and collectively.

12. "Releasing Parties" means the Class Releasing Parties, Harrison Releasing Parties, Receivership Releasing Parties and the State, collectively, as defined herein.

13. "Settlement Agreement" or "Agreement" means this Agreement and all Exhibits attached to it.

14. "Settlement Class," "Class," or "Class Members." Solely for purposes of settlement and judicial approval of this Settlement Agreement, the Parties stipulate to the certification of the following Settlement Class:

Any and all Persons who, for purposes of participating in Retirement Value's Re-Sale Life Insurance Program or any similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. The Settlement Class includes the 1252 Persons listed on Exhibit C attached hereto, which are the names of the known investors in Retirement Value identified to date by the Receiver and the State.

The Settlement Class will be certified pursuant to Tex. R. Civ. P. 42(b)(2).

15. "Settlement Hearing" means the hearing at which the Court will consider final approval of this Settlement Agreement and related matters.

IV. COOPERATION.

All Parties shall act in good faith and use best efforts to obtain Court approval of the Settlement and the Settlement Class, and to otherwise meet the Settlement Conditions.

V. MONETARY RELIEF.

A. Settlement Fund. No later than ten (10) days after the Effective Date, KPKF, through its insurer, shall pay and cause to be delivered to the Receiver a check in the amount of Seven Hundred Ten Thousand Dollars (\$710,000.00) (the "Settlement Fund"). The Settlement Fund, except as noted below, shall be used only for the payment of insurance premiums in the Retirement Value Portfolio, and shall not be used to pay general expenses of the Receivership. The Receiver may, however, seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums. Except as provided herein, KPKF will have no responsibilities with respect to the administration of the Settlement Fund, including any distribution therefrom.

B. Administrative Expenses. All administrative expenses, including the cost of Notice to the Settlement Class, and Class Counsel's attorneys' fees are to be paid by Class Counsel and reimbursed to Class Counsel by Receiver out of the Settlement Fund, unless the Court and the Receiver approves Class Counsel's request to pay such costs out of other Receivership assets so the entirety of the Settlement Fund may be used to pay insurance premiums in the Retirement Value portfolio.

C. Administration by the Receiver. The Receiver shall serve as trustee of the Settlement Fund and shall use the Fund in a manner consistent with this Settlement Agreement, except as may be ordered by the Court. The Receiver shall file a report with the Court on the use of the Settlement Fund.

VI. COURT APPROVAL, NOTICE AND SETTLEMENT HEARING.

A. Jurisdiction and Venue. The Parties agree that the Court has jurisdiction over the Parties and the subject matter of the Civil Actions and that venue is proper. The Court shall

retain jurisdiction of the Civil Actions solely relating to compliance with the terms of this Agreement, if necessary.

B. Preliminary Approval.

1. Within twenty-one (21) days after the execution of this Settlement Agreement, the Parties shall submit the Agreement to the Court and apply for:

- (a) Preliminary Approval; and
- (b) an order that, pending Final Approval, preliminarily enjoins the Releasing Parties, including each member of the Settlement Class, from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with this Settlement Agreement.

C. Notice, Objections and Settlement Hearing.

1. Prior to execution of this Settlement Agreement, the Parties have agreed upon a form for written Notice of this Settlement Agreement to Class Members, subject to Court approval.

2. Class Counsel will undertake the administrative responsibility of providing Notice to the Class Members in connection with this Settlement Agreement. Class Counsel shall bear all costs of sending the Notice.

3. If envelopes from the mailing of the Notice are returned with forwarding addresses, the Class Counsel will re-mail the Notice to the new address within three (3) business days.

4. Class Counsel shall provide the Court, at least five (5) calendar days prior to the Settlement Hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice to proposed Class Members.

5. In the event that a Notice is returned to the Class Counsel by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked "Return to Sender," the Class Counsel shall perform a standard skip trace in an effort to attempt to ascertain the current address of the particular proposed Class Member in question and, if such an address is ascertained, the Class Counsel will re-send the Notice within three (3) business days of receiving the newly ascertained address; if no updated address is obtained for that proposed Class Member, the Notice shall be sent again to the proposed Class Member's last known address. In either event, the Notice shall be deemed received once it is mailed for the second time. With respect to envelopes marked "Return to Sender," the Class Counsel shall also call any identified last known telephone numbers (and telephone numbers updated through public and proprietary databases) of proposed Class Members to obtain their current addresses.

6. The Class Counsel shall provide a list of those Class Members who have not been located and the Class Counsel may engage third party vendors, who shall also keep Class Members' social security numbers confidential, to locate Class Members. The Class Counsel will maintain a log of its and any third party vendors' activities undertaken pursuant to this section. Class Counsel shall provide all new and corrected contact information regarding the Class Members to the Receiver.

7. Class Member objections to this Settlement Agreement must be submitted in writing, and must include a detailed description of the basis of the objection. Objections must be filed with the Court, with copies served on counsel for all Parties to this Settlement Agreement, within thirty-five (35) days after the Notice is mailed to Class Members. No one may appear at the Settlement Hearing for the purpose of objecting to this Settlement Agreement without first

having filed and served his or her objection(s) in writing within thirty-five (35) days after the Notice was mailed to Class Members.

8. Upon Preliminary Approval, the Parties will ask the Court to set a briefing schedule and a Settlement Hearing. The Parties' shall file all papers in support of Final Approval of the Settlement Agreement no later than twenty (21) days following the close of the objection period, and the Settlement Hearing will be held no earlier than thirty (30) days following the close of the objection period.

9. KPKF shall have the right to approve all written communications by Class Counsel to the Class Members (other than the Class Representatives) concerning this Settlement.

VII. RELEASE OF CLAIMS AND DISMISSAL OF CIVIL ACTIONS.

A. **Dismissal.** Upon satisfaction of the Settlement Conditions, and full payment of the Settlement Fund to Receiver, the Parties shall promptly submit order(s) for Final Approval dismissing the claims against KPKF in the Civil Actions, including the Released Claims, with prejudice.

B. **Covenant Not to Sue.** All Releasing Parties covenant and agree that they will not file or assert any charge, claim or lawsuit based on any of the Released Claims, nor assist nor allow any other person to do so on their behalf.

C. **Release by the Class.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Class Representatives, individually and on behalf of the Settlement Class, their respective spouses, heirs, executors, administrators, successors, children, attorneys, representatives, trustees, assigns, and any person(s) they represent (collectively the "Class Releasing Parties"), do hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties, of and from any

and all Released Claims, which the Class Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Class Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

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

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE CLASS REPRESENTATIVES AND/OR THE CLASS RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, THE CLASS REPRESENTATIVES, ON BEHALF OF THEMSELVES AND THE CLASS RELEASING PARTIES, ASSIGN TO KPKF ALL SUCH CLAIMS.

D. **Release by Harrison.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Harrison, individually and on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Teddie Allen Charitable Trust, and their respective spouses, heirs, executors, administrators, successors, children, attorneys, representatives, trustees, assigns, and any person(s) they represent (collectively the "Harrison Releasing Parties"), do hereby FOREVER DISCHARGE AND ACQUIT AND FULLY

RELEASE the Released Parties, of and from any and all Released Claims, including unknown claims, which the Harrison Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Harrison Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

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

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE HARRISON AND/OR THE HARRISON RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, HARRISON ASSIGNS TO KPKF ALL SUCH CLAIMS.

E. **Release by the Receiver.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Receiver, in his capacity as the Receiver in the Original Lawsuit, on behalf of Retirement Value, LLC, and on behalf of any and all third parties whose claims the Receiver owns or has the right under the law to assert (collectively the "Receivership Releasing Parties"), does hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties as defined herein, of and from any and

all Released Claims, including unknown claims, which the Receivership Releasing Parties ever had, now have or hereafter can, shall or may have by reason of, arising out of the same transactions, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Actions. The Released Claims include unknown or unsuspected claims, which if known by them might have affected their Settlement of the Civil Actions. The Receivership Releasing Parties expressly waive the provisions of any law that might otherwise render this Release and Discharge unenforceable with respect to unknown claims, including § 1542 of the California Civil Code, which provides as follows:

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

THIS PARAGRAPH IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS, SO TO THE EXTENT THAT THE RECEIVER AND/OR THE RECEIVERSHIP RELEASING PARTIES STILL POSSESS ANY VIABLE CLAIMS OR CAUSES OF ACTION AGAINST THE RELEASED PARTIES, THE RECEIVER ASSIGNS TO KPKF ALL SUCH CLAIMS.

F. **Release by the State.** For and in consideration of the agreements contained herein, the consideration paid pursuant to this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the State does hereby FOREVER DISCHARGE AND ACQUIT AND FULLY RELEASE the Released Parties as defined herein, of and from any and all Released Claims which have been or could have been asserted in the current Civil Actions regarding Retirement Value.

G. **Release and This Agreement.** Nothing herein contained shall be construed to release any Party from the terms, conditions or obligations under this Agreement, other than those specifically and expressly mentioned herein.

VIII. NO ADMISSION OF WRONGDOING

KPKF has strongly denied and continues to deny that it has committed, threatened to commit, or participated in any wrongdoing, violation of law or breach of any duty of any kind to Plaintiffs in the Civil Actions, the Settlement Class, or anyone else. KPKF is entering in to this Agreement solely because the proposed Settlement would eliminate the distraction, burden, risk and expense of further litigation.

Pursuant to Texas Rule of Evidence 408, the entering into and carrying out of this Agreement, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed evidence of, an admission or concession by any of the Parties or a waiver of any applicable statute of limitations, and shall not be offered or received into evidence in any action of proceeding against any of the Parties in any court, administrative agency, arbitral forum, or other tribunal for any purpose whatsoever, other than to enforce the provisions of this Agreement or the provisions of any related agreement or exhibit hereto. **If the Settlement does not receive Final Approval, the Parties shall revert to their respective litigation positions as if this Agreement never existed.**

Further, the Parties agree that, if the Settlement Conditions are not met, and any of the lawsuits are to proceed, they will not argue or present any argument, and hereby waive any argument that, based on the attempt to settle or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of the Settlement or this Settlement Agreement, KPKF should be barred from contesting class

action certification pursuant to Texas Rule of Civil Procedure 42 on any grounds, or from asserting any and all other potential defenses and privileges. This Settlement Agreement shall not be deemed an admission by, or ground for estoppel against KPKF that class action treatment pursuant to Texas Rule of Civil Procedure 42 in the Civil Action is proper or cannot be contested on any grounds. Additionally, neither the Settlement Agreement nor the Settlement, nor any act performed or document executed pursuant to, or in furtherance of, the Settlement Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission or evidence of the validity of any Released Claims, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission or evidence of any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal.

IX. ATTORNEYS' FEES AND EXPENSES OF CLASS COUNSEL.

The Parties acknowledge that Class Counsel has a claim for attorneys' fees and reimbursement of expenses in this action based upon the benefits that the Settlement has and will provide to the Settlement Class. The Receiver shall consider the request to pay Class Counsel's attorneys' fees and costs from receivership funds other than the Settlement Fund. Within thirty (30) days after the Effective Date, the Receiver will pay Class Counsel the attorneys' fees and costs awarded to Class Counsel by the Court. KPKF will not be responsible for any costs or attorneys' fees of any party except itself.

X. PARTIES' AUTHORITY.

Each of the Parties hereby represents and warrants that they are fully authorized to enter into this Agreement and, that upon execution, this Agreement shall bind the Parties and the Class Members to the terms and conditions hereof.

XI. NOTICES.

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Class Representatives or to Class Counsel:

Geoffrey D. Weisbart
HANCE SCARBOROUGH, LLP
111 Congress Avenue, Suite 500
Austin, Texas 78701

To Harrison:

Alberto T. Garcia III
GARCIA & MARTINEZ, LLP
5211 W. Mile 17 ½ Road
Edinburg, Texas 78541

To the Receiver:

Michael D. Napoli
K&L GATES LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201

To the State of Texas:

Jack Hohengarten
Charles B. McDonald
TEXAS ATTORNEY GENERAL
Financial Litigation Division
300 W. 15th Street, Sixth Floor
Austin, Texas 78711-2548

To KPKF:

Matthew G. Nielsen
ANDREWS KURTH LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201

XII. MODIFICATION.

This Settlement Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XIII. ENTIRE AGREEMENT.

This Settlement Agreement and its attachments constitute the entire agreement and supersede all prior agreements between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Settlement Agreement and any other settlement-related document, the Parties intend that this Settlement Agreement shall be controlling.

XIV. CHOICE OF LAW/JURISDICTION.

This Settlement Agreement shall be subject to, governed by, and construed, enforced, and administered in accordance with the laws of the State of Texas, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the Court. This Settlement Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Settlement Agreement or any specific term or condition thereof.

XV. COUNTERPARTS.

This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties and Class Members.

XVI. FEES AND COSTS OF ENFORCEMENT.

In the event that it becomes necessary for any of the Parties to file a suit to enforce this Agreement or any provision contained herein, the prevailing party shall be entitled to recover, in addition to all remedies or damages, reasonable attorneys' fees and costs of court incurred in such suit.

XVII. STAY OF THE PROCEEDING.

Pending Final Approval of the Settlement, the Parties agree to stay the proceedings in the Severed Lawsuits and to stay and not to initiate any and all other proceedings, including any requests for injunctive relief, other than those incident to the Settlement itself.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

June __, 2011

Dr. Gary Cain

Barry Edelstein

By: _____
Geoffrey D. Weisbart
State Bar No. 21102645

COUNSEL FOR CLASS REPRESENTATIVES

Ladell Harrison, on behalf of Matthew C. Allen, Jr., Teddie J. Allen, and the Matthew and Teddie Allen Charitable Remainder Annuity Trust

By: _____
Alberto T. Garcia III
State Bar No. 00787515

COUNSEL FOR HARRISON

THE STATE OF TEXAS

THE RECEIVER

Eduardo S. Espinosa, in his capacity as
Court-Appointed Receiver for Retirement
Value, LLC

By: _____
Jack Hohengarten
State Bar No. 09812200

By: _____
Michael D. Napoli
State Bar No. 14803400

COUNSEL FOR THE STATE OF TEXAS

COUNSEL FOR RECEIVER

KIESLING, PORTER, KIESLING & FREE, P.C.

By: _____

Its: _____

By: _____
Matthew G. Nielsen
State Bar No. 24032792

COUNSEL FOR KPKF

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
IN THE RETIREMENT VALUE, LLC RECEIVERSHIP**

THIS IS A NOTICE OF A PENDING SETTLEMENT IN A PROPOSED CLASS ACTION IN WHICH THE PARTIES ARE SEEKING COURT APPROVAL OF A SETTLEMENT WITH THE LAW FIRM OF KIESLING, PORTER, KIESLING & FREE, P.C.

THE PURPOSE OF THE SETTLEMENT IS TO ASSIST THE RECEIVER IN ENHANCING THE RECOVERY FOR INVESTORS OF RETIREMENT VALUE, LLC.

PLEASE READ THIS NOTICE CAREFULLY.

IF THE CLASS ACTION SETTLEMENT IS APPROVED BY THE COURT, YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL HAVE NO FUTURE RIGHT TO CONTEST THE FAIRNESS, REASONABLENESS OR ADEQUACY OF THE PROPOSED SETTLEMENT, OR TO INDIVIDUALLY PURSUE THE RELEASED CLAIMS AGAINST KIESLING, PORTER, KIESLING & FREE, P.C. YOU WILL RETAIN HOWEVER, ALL OF YOUR RIGHTS TO PURSUE YOUR CLAIMS, IF ANY, AGAINST OTHER PARTIES WHO MAY BE LIABLE TO YOU.

DATE OF MAILING: _____, 2011

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

STATE OF TEXAS
Plaintiff,

IN THE DISTRICT COURT OF

v.

RETIREMENT VALUE, LLC,
RICHARD H. "DICK" GRAY, HILL
COUNTRY FUNDING, LLC, HILL
COUNTRY FUNDING, and
WENDY ROGERS,
Defendants,

TRAVIS COUNTY, TEXAS

and

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Relief Defendant.

126TH JUDICIAL DISTRICT

CAUSE NO. D-1-GN-11-000644

DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,

IN THE DISTRICT COURT OF

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

TRAVIS COUNTY, TEXAS

200th JUDICIAL DISTRICT

CAUSE NO. D-1-GN-11-000645

LADELL HARRISON, ON BEHALF OF
MATTHEW C. ALLEN, JR., TEDDIE J.
ALLEN, AND THE MATTHEW AND
TEDDIE ALLEN CHARITABLE
REMAINDER ANNUITY TRUST,
Plaintiffs,

IN THE DISTRICT COURT OF

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

Dear Retirement Value Investor:

This Notice is being sent to you, as ordered by the District Court of Travis County, Texas (the “Court”), the Honorable Judge Gisela Triana-Doyal presiding. A copy of the Court’s Order is attached as Exhibit “A” for your reference. This Notice is to advise you of the preliminary approval by Judge Triana-Doyal of the settlement of claims against the law firm of Kiesling, Porter, Kiesling & Free, P.C. (“KPKF”).

You have received this Notice because the records of Retirement Value, LLC (“Retirement Value”) reflect that you, for the purposes of participating in Retirement Value’s Re-Sale Life Insurance Program or another similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. Therefore, you appear to be a Class Member in the lawsuit.

The purpose of this Notice is to provide you with a summary of the proposed settlement, and to advise you of your rights with respect to the proposed settlement terms. As this Class Notice will describe, this Settlement will not provide funds directly to you. Instead, this settlement contemplates funds being paid by KPKF’s insurance carrier to the Receiver of Retirement Value to continue to help pay insurance premiums for the insurance policies in which you sought to invest. If the Settlement is approved, the Court will approve the Receiver’s use of these funds. If approved by the Court, the Settlement Fund paid on KPKF’s behalf may not be used to pay attorneys’ fees or expenses of the Receivership.

Preliminarily, the Court has determined that it is in the Class Members’ best interest to attempt to use the Settlement Fund to maintain the insurance policies, and thus your investment,

rather than to provide you with a payment, that at best would be a very small percentage of your investment.

This Class Settlement is unique as, unless the Court orders otherwise, no portion of the Settlement Fund will go to pay legal fees, and the Class Representatives, Dr. Gary Cain and Mr. Barry Edelstein are receiving no compensation or portion of the Settlement Fund for their service as Class Representatives. Dr. Cain and Mr. Edelstein both invested in Retirement Value, and have undertaken their efforts as Class Representatives solely to help their fellow investors in Retirement Value enhance the ability to recover their investments. Likewise, their counsel have agreed to be compensated only such amounts as the Court deems appropriate, and then only from the Receivership general funds (unless the Court orders otherwise, in such case the fees will be paid from the Settlement Fund). Ladell Harrison (“Mr. Harrison”), who also brought similar claims, has also forgone his right to receive any compensation or portion of the Settlements Fund so that all available funds may be used to pay insurance premiums for the benefit of all Retirement Value investors. Dr. Cain, Mr. Edelstein and Mr. Harrison have donated their time, effort, and given up their own individual claims to help achieve a settlement with KPKF that they believe will assist all the investors of Retirement Value. Dr. Cain, Mr. Edelstein and Mr. Harrison have placed their own self-interest aside, in hopes of assisting the Receiver provide for the greatest recovery possible for the Retirement Value investors.

Please also understand that the claims against KPKF are only one set of lawsuits that have been filed to recover funds to benefit the recovery chances of the Retirement Value investors. The Receiver has, or will shortly be announcing other settlements with certain other parties that will also provide additional funds to pay insurance premiums in order to enhance the recovery chances for Retirement Value investors. The Parties also predict other lawsuits will be

filed against other potentially liable parties seeking to recover additional funds to benefit the recovery claims of the Retirement Value investors.

I. Important Deadlines

You do not have to take any action if you would like for the Settlement to be approved by the Court. You have the right to opt out however, or object to the proposed settlement. However, if you want to opt out or object to the Settlement, you must mail and file your objection with the Court, setting forth your objection(s). The objection must be filed with the Court or mailed to the Court and postmarked by [date of mailing plus 35 days] _____, 2011. Please note however that this Settlement is contingent upon all Class Members agreeing to the settlement, and no Class Member opting out of this Settlement. **Thus please consider your option to opt out, or object with due care, as any decision to opt out or object will keep the potential Settlement Fund from being used to pay insurance premiums, and almost certainly will adversely affect other Class Members.**

II. Litigation and Settlement Background

As you may be aware, on March 30, 2010, the State of Texas entered a Cease and Desist Order against Retirement Value. On May 5, 2010, the State of Texas filed suit against Retirement Value, alleging claims under the Texas Securities Act and a claim under the Texas Deceptive Trade Practices Act based on an alleged fraudulent investment scheme. The 126th Judicial District Court of Travis County, Texas issued a Temporary Restraining Order and appointed Eduardo S. Espinosa as Receiver over Retirement Value's assets (the "Receiver"). On May 28, 2010, the Court entered, by agreement of the parties, a temporary injunction against Retirement Value and continued the Receiver's appointment. KPKF was named in the lawsuit as

a relief defendant only because it held, in escrow funds and other property of Retirement Value, which it was ordered to turn over to the Receiver, and it did so.

The Class Representatives, Dr. Gary Cain and Barry Edelstein, intervened in the suit on July 30, 2010 on behalf of the investors. On December 8, 2010, the Class Representatives filed their First Supplemental Petition in Intervention and Class Action Claim asserting claims against Retirement Value similar to those of the State's, as well as a new claim against KPKF, alleging that KPKF acted as attorneys for the investors and in doing so, was negligent and breached its fiduciary duty. On January 21, 2011, a second group of investors led by Mr. Harrison intervened and asserted individual claims against Retirement Value in addition to claims against KPKF for negligence. KPKF denied and specifically continues to deny any liability or wrongdoing of any kind associated with the claims alleged in this lawsuit, and believes that it acted properly at all times.

In an effort to reduce legal fees and expenses to the Receivership, and to help avoid the dissipation of the available indemnity resources of KPKF, Judge Triana-Doyal ordered that the parties attend mediation. Prior to the mediation, the Receiver informed counsel for Dr. Cain and Mr. Edelstein, and Mr. Harrison, that a settlement with KPKF would help enhance the ability of the Receivership to maintain insurance premiums for the insurance policies in the Retirement Value portfolio. Dr. Cain and Mr. Edelstein, through their counsel, retained a separate attorney, very experienced in insurance coverage issues, to specifically review the insurance available to KPKF to cover claims by Retirement Value investors. Dr. Cain and Mr. Edelstein, along with Mr. Harrison, were advised that such insurance was limited, and would likely be depleted by the attorneys' fees in defending KPKF. Dr. Cain and Mr. Edelstein were advised by both the insurance coverage counsel and the Receiver to seek a settlement with KPKF, in order allow the

available KPKF insurance proceeds to be used to pay the Retirement Value life insurance premiums and help keep such policies from lapsing.

On February 24, 2011, the parties began settlement discussions through the mediation process in the presence of the Honorable Patrick Keel, an experienced and well-respected former judge and mediator. Dr. Cain and Mr. Edelstein, and Mr. Harrison, along with the Receiver's counsel were present and integrally involved in the settlement negotiations and approved the settlement reached at mediation. Ultimately, the parties agreed to settle the litigation on the terms set forth in the Settlement Agreement attached hereto as Exhibit "B." While not present, the State of Texas encouraged and supported the Settlement with KPKF. Judge Keel also encouraged this Settlement, and is prepared to provide testimony to Judge Triana-Doyal that the Settlement Agreement negotiated with KPKF at mediation is in the best interests of the Retirement Value investors.

Based upon their investigation and the risk of litigation, including the potential that a class would not be certified, Class Counsel and the Class Representatives have concluded that the terms of the settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel and the Class Representatives have analyzed the benefits of the Settlement and the risk of an unfavorable outcome (i.e., losing), as well as the expense and length of continued proceedings necessary to prosecute this action, which would almost certainly deplete the KPKF insurance funds available to pay claims of the investors.

KPKF strongly denies any liability or wrongdoing of any kind associated with the claims alleged in the Civil Actions, in particular the claims of the Class Representatives and the claims of Harrison, and believes that it acted properly at all times, but wishes to settle the litigation on the terms and conditions stated in the Settlement Agreement to eliminate the extraordinary

burden and expense of further litigation and to put the claims to be released hereby to rest finally and forever.

III. Settlement Payment

KPKF's insurer has agreed to pay \$710,000.00 (the "Settlement Fund") to settle all claims against it. The Settlement Fund represents virtually all of the available and remaining insurance coverage to indemnify KPKF. Pursuant to the Settlement Agreement, the Settlement Fund shall be paid to the Receiver, and used only to for the payment of insurance premiums in the Retirement Value Portfolio unless the Court does not allow Class Counsel's fees to be paid out of the general Receivership funds. In such an event, Class Counsel's fees would be paid from the Settlement Fund. Class Members do not need to take any action to participate in the Settlement Fund, as these funds will be used to your benefit to help keep insurance premiums paid, so long as the obligation exists to help maintain the insurance policies in the Retirement Value portfolio. The Receiver may seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums

IV. Release of Claims

If the Court grants final approval of the Settlement, then you, along with all Class Members, will be deemed to have released claims against KPKF and each of its affiliated companies, predecessors, successors, parents, subsidiaries, heirs, executors, administrators, current or former employees, officers, directors, shareholders, partners, members, agents, attorneys and insurers (the "Released Parties"), individually and collectively, pursuant to the terms of the Settlement Agreement. Specifically, all Class Members will release KPKF and each of the Released Parties for the following:

“Released Claims” means any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, at law or equity, including and covering, but not limited to, any and all claims of the Plaintiffs, Settlement Class Members, and any third parties that the Receiver owns or has the right to assert, which were or could have been asserted against the Released Parties arising out of, derived from, associated with, or related to: (i) Retirement Value, (ii) the Master Escrow Agreement between Retirement Value and KPKF, (iii) the investment or loan of moneys with or through Retirement Value, (iv) the placement of moneys on deposit in accounts maintained by KPKF or Released Parties, (v) any of the Released Parties’ actions as escrow agent, or (vi) any of the Released Parties’ alleged status as attorneys to Persons who invested money in Retirement Value’s Re-Sale Life Insurance Program or otherwise invested money with Retirement Value. **The Released Claims expressly include any claims of negligence, including professional negligence, by KPKF or any of the Released Parties.**

This release includes and covers without limitation all actions or omissions occurring through the Final Approval date as defined in the Settlement Agreement, subject to the provisions set forth therein. This release specifically does not include, or release claims against Retirement Value officers, directors, employees, licensees, advisors, consultants, suppliers of life insurance policies or any banking institution which held Retirement Value investor funds, nor any other third parties not named herein.

When claims are “released,” a person subject to the release (i.e., you) cannot sue the Released Parties for any of the claims that are covered by the release. This means if the Settlement Agreement is finally approved by the Court, you will not be able to sue KPKF or its

attorneys. This release will not release any claims you may have against any other parties that may be associated with your investment in Retirement Value, including, but not limited to, Retirement Value officers, Retirement Value licensees, and any others that gave you investment advice associated with your Retirement Value investment. The approval of this Settlement with KPKF will however keep you from suing KPKF or any of its lawyers. If you elect to object or opt out of this Settlement, you will retain the right to sue KPKF, but it is very likely that the insurance available to KPKF to pay claims will be completely depleted with its defense costs. In that case, the Settlement Fund will not be used to help pay insurance premiums.

V. **The Settlement Process and Settlement Hearing**

Every class action must be approved by the court that presided over the class action lawsuit. Thus far, the Court has only decided that the proposed settlement appears fair and just and, therefore, justifies the distribution of this Notice. In order to decide whether to give final approval to the proposed settlement, the Court will consider related papers and comments submitted by the parties or others and hold a hearing in open court. Copies of the related filings will be available on the Receiver's website, which is www.rvllreceivership.com.

A Settlement Hearing will be held on _____, 2011, at _____, in the Courtroom of the Honorable Gisela D. Triana-Doyal, 200th Judicial District Court of Travis County Texas, 1000 Guadalupe, 5th Floor, Austin, TX 78701. You may, but are not required, to attend this hearing. You may also enter an appearance in the case, individually or through your own attorney, if you so desire. As this Notice explains, you may also opt out of this Settlement, by submitting your objection in writing. For any such written objections to be considered, the objection must be filed with the Court or mailed to the Court and postmarked by [date of mailing plus 35 days] _____, with copies mailed or hand delivered to all the lawyers listed in Section

VI, along with the Court, c/o the District Clerk of Travis County. If you object, please reference the Cause Numbers listed on Page 2 of this Notice. Please do not send any comments directly to the Judge or attempt to reach the Judge in person.

VI. Contact Information

Counsel for the Receiver:

MICHAEL D. NAPOLI, ESQ.
(michael.napoli@klgates.com)
K&L GATES LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
(214) 939-4906

Counsel for Mr. Harrison

ALBERTO T. GARCIA III
(albert@garmtzlaw.com)
GARCIA & MARTINEZ, LLP
5211 W. Mile 17 ½ Road
Edinburg, Texas 78541
(956) 380-3700

Counsel for the State:

JACK HOHENGARTEN, ESQ.
(jack.hohengarten@oag.state.tx.us)
TEXAS ATTORNEY GENERAL
Financial Litigation Division
300 W. 15th Street, Sixth Floor
Austin, Texas 78711-2548
(512) 475-3503

Class Counsel:

GEOFFREY D. WEISBART, ESQ.
(gweisbart@hslawmail.com)
HANCE SCARBOROUGH, L.L.P.
111 Congress Avenue, Suite 500
Austin, Texas 78701
(512) 479-8888

Counsel for KPKF:

MATTHEW G. NIELSEN, ESQ.
(matthewnielsen@andrewskurth.com)
ANDREWS KURTH LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201
(214) 659-4400

The Court:

District Court of Travis County
200th Judicial District
Travis County Courthouse
1000 Guadalupe Street, 5th Floor
Austin, Texas 78701
(512) 854-9306

PLEASE DO NOT CONTACT THE COURT (except as referenced herein).

EXHIBIT B

CAUSE NO. D-1-GN-11-000644

DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,

v.

KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.

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IN THE DISTRICT COURT OF

TRAVIS COUNTY, TEXAS

200TH JUDICIAL DISTRICT

ORDER PRELIMINARILY APPROVING SETTLEMENT

Upon consideration of the Parties' application for an order preliminarily approving the settlement of the Civil Actions (the "Settlement"), in accordance with the Settlement Agreement dated June __, 2011 (the "Settlement Agreement"), including the certification of the Settlement Class pursuant to Rule 42 of the Texas Rules of Civil Procedure and distribution of the Notice of Settlement as set forth therein, and the Court's review of the terms of the Settlement, the relevant authorities, and the complete record and materials on file in this matter, IT IS HEREBY ORDERED AS FOLLOWS:

1. All capitalized terms contained herein shall have the same meanings as set forth in the Settlement Agreement (in addition to those capitalized terms defined herein).

2. The Court finds the Settlement is fair, reasonable and adequate, and does hereby preliminarily approve the Settlement Agreement, subject to further consideration at the Settlement Hearing described below, including the terms and conditions for Settlement and dismissal with prejudice of the Civil Actions.

3. The Court further finds that under the circumstances, the Class Members will achieve the maximum benefit possible through this Settlement by providing the Receiver with

the Settlement Fund to help maintain the insurance policies, rather than each Class Member receiving a portion of the Settlement Fund. The Receiver may, however, seek Court approval to use the Settlement Fund for other purposes should the Receiver no longer be obligated to pay premiums.

4. Pursuant to the Settlement Agreement, the Class is preliminarily certified under Rule 42(b)(2) of the Texas Rules of Civil Procedure as follows:

Any and all Persons who, for purposes of participating in Retirement Value's Re-Sale Life Insurance Program or any similar program specifically marketed by Retirement Value, either (i) invested, lent money, or otherwise caused funds to be paid with regard to such program or (ii) signed a Retirement Value Policy Participation Agreement. The Settlement Class includes the 1252 Persons listed on Exhibit "C" of the Settlement Agreement, which are the names of the known investors in Retirement Value identified to date by the Receiver and the State.

5. Pursuant to Rule 42(g) of the Texas Rules of Civil Procedure, the Court appoints as Class Counsel, Geoffrey D. Weisbart, Esq. of HANCE SCARBOROUGH, L.L.P., 111 Congress Avenue, Suite 500, Austin, Texas 78701.

6. The Court approves, as to substance, form and manner of notice, the Notice of a Proposed Class Action Settlement (the "Notice"), attached as Exhibit "A" to the Settlement Agreement, and finds that the distribution of the Notice substantially in the manner set forth in ¶ VI(C) of the Settlement Agreement is the best notice practicable under the circumstances, and shall constitute due and sufficient notice of the matters set forth therein for all purposes and to all persons entitled to such notice.

7. Within ten (10) days after the issuance of this Order Preliminarily Approving Settlement, the Receiver will identify all Class Members and will provide to Class Counsel the name, social security number and last known address of each Class Member. Within twenty-one (21) days after the issuance of this Order Preliminarily Approving Settlement, the Class Counsel will mail by United States first class mail, postage prepaid, the Notice to each Class Member.

8. At least five (5) calendar days prior to the Settlement Hearing, Class Counsel shall provide the Court proof, by affidavit or declaration, of due diligence and proof of mailing with regard to the mailing of the Notice to proposed Class Members.

9. Any Class Member may appear and show cause, if he, she or it has any reason why the terms of the Settlement Agreement and/or the Settlement of the Civil Actions should not be approved as fair, reasonable and adequate, or why a Judgment should not be entered thereon, provided however, unless otherwise ordered by the Court, no Class Member shall be heard or entitled to contest the approval of all or any of the terms and conditions of the Settlement Agreement and/or the Settlement, or, if approved, the Judgment to be entered thereon approving the same, unless that Person has, within thirty-five (35) days after the Notice being mailed to Class Members, filed with the Court, with copies served on Class Counsel and Counsel for KPKF (delivered by hand or sent by first class mail to the addresses provided in the Notice), written objections, including a detailed description of the basis of therefore. Any Class Member who does not make his, her or its objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement as incorporated in the Settlement Agreement, unless otherwise ordered by the Court, but shall otherwise be bound by the Final Approval order and Judgment to be entered and the releases to be given.

10. The Parties shall file all papers in support of Final Approval of the Settlement and for certification of the Settlement Class no later than twenty-one (21) days after the deadline for Class Members to object to the Settlement.

11. A Settlement Hearing shall take place on _____, 2011 at _____ .m., at the District Court of Travis County Texas, 200th Judicial District, 1000 Guadalupe, 5th Floor,

Austin, Texas before the Honorable Gisela D. Triana-Doyal, to determine whether the proposed settlement of the Civil Actions on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate, and should be finally approved by the Court pursuant to Rule 42(e) of the Texas Rules of Civil Procedure, and whether the claims asserted against KPKF in the Civil Actions, as well as the Released Claims, should be dismissed pursuant to the Settlement.

12. Pending Final Approval, each member of the Settlement Class is preliminarily barred and enjoined from commencing, prosecuting or maintaining in any court other than this Court any claim, action or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision or ruling of this Court in connection with this Settlement Agreement.

13. As of the date hereof, all discovery and other proceedings in Cause No. D-1-GN-11-000644 and Cause No. D-1-GN-11-000645 are stayed until further order of this Court, except as may be necessary to implement the Settlement Agreement. Further, as of the date hereof, the current Scheduling Orders in those cases are vacated.

14. If the Settlement Agreement is not approved by the Court, is terminated, rescinded or fails to become effective in accordance with its terms, the Civil Actions shall proceed, completely without prejudice to any Party as to any matter of law or fact, as if the Settlement Agreement had not been made and had not been submitted to the Court, and neither the Settlement Agreement, nor any provision contained therein, any action undertaken pursuant thereto, nor the negotiation thereof by any Party, shall be deemed an admission or offered or received in evidence at any proceeding in the Civil Actions or any other action or proceeding.

IT IS SO ORDERED, this _____ day of _____, 2011.

HONORABLE GISELA D. TRIANA-DOYAL

ORDER PRELIMINARILY
APPROVING SETTLEMENT

EXHIBIT C

RETIREMENT VALUE, LLC Customer Contact List

	Investor Contact List		Investor Contact List		Investor Contact List
1	Abernathy, Kenneth Lane	37	Bailey, Michael	73	Berke, Douglas
2	Abreu, Harry J.	38	Bailey, Rebecca J.	74	Berke, Douglas B.
3	Acquarí, Florencio	39	Bailey, Wade Joseph	75	Berke, Flora E.
4	Adams	40	Baker, Jill Wilbur	76	Bernal, Patricia
5	Adams Trust	41	Baker, Mary	77	Bernhardt, Thelma
6	Adams, Duwaine	42	Bakshandeh, Houshang Eli	78	Bernstein, Jean-Frederic
7	Adams, Jerry H.	43	Baldwin, Victoria	79	Bernstein, Ruth
8	Adams, Jerry H. & Carol	44	Ball, Joseph	80	Bertone, Jacqueline
9	Adams, Lundsford	45	Ballentine, Jack	81	Beschner Jr., William A.
10	Agent, Cornelia L.	46	Ballentine, Jack & Dorothy	82	Bette Akers Leimer
11	Agnes M. Gilbert	47	Ballmann, Louise W.	83	Bette Arkers Leimer Trust
12	Anrens, Dan K.	48	Balsamo, Eugene C.	84	Bettison, Steven J.
13	Alba, Maria E.	49	Balsamo, Susan J.	85	Bielamowicz, Brenda
14	Albert Banfe, Jr. Revocable Living Trust	50	Banfe Jr., Albert C.	86	Bigham, Nell
15	Albert C. Banfe Jr. Revocable Living Trus	51	Barnard, Scott	87	Billings, Danny
16	Alcedo, Mary O.	52	Barr, Benjamin A.	88	Billings, Lee
17	Alexander, Reta	53	Bashour Trust	89	Bilodeau, Ernest
18	Alexander, Sarah M.	54	Bass III, Julian	90	Bishop, Charles Laroy
19	Alfonso, Julie-Beth	55	Beach, Bruce Frederick	91	Bishop, Kay
20	Allen Charitable Trust	56	Beadle, Gary	92	Blackman, CE
21	Allen, David	57	Beck Revocable Trust	93	Blackman, Clarence A.
22	Allen, Ira	58	Beck, Larry T.	94	Blackman, Clarence E.
23	Amato Jr., Angelo Joseph	59	Beckham, Thomas A.	95	Blackman, Patrice
24	Anderson, Betty	60	Beebe, Walter E.	96	Blaistrell, Barbara
25	Anderson, David L.	61	Beechler, Rosalie Lane	97	Blake, Jarries
26	Anderson, JT	62	Beem, Dearna M.	98	Blanchard, Ronald
27	April J. Eng Living Trust	63	Beeman, Timothy Jay	99	BMH Pacific, Inc
28	Ariaigohar, Jahangir	64	Beeson, Jeffrey K.	100	Bobbitt, Mark D.
29	ARM Define Benefit Plan	65	Bejcek, Grant	101	Bock, Bennie
30	Armstrong, Kelly	66	Bell	102	Bock, Katharyn
31	Arney, Freda	67	Bell, Kurt Eugene	103	Bock, Lucretia
32	Arney, John	68	Belli, Mary L.	104	Bodnar, Michael S.
33	Atkins, Barbara G.	69	Bello, James & Carol	105	Boeckle, Scott
34	Atkins, Charles	70	Benham, Kenneth L.	106	Bohamon, Bobby L.
35	Avitia, Emiliano Perez	71	Benitez, Juan P.	107	Bohl
36	B & B Long Term Investment	72	Benley Jr., Porter L.	108	Bohl, Beth P.

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	<u>Investor Contact List</u>		<u>Investor Contact List</u>		<u>Investor Contact List</u>
109	Bomhoff, Melvin F.	145	Burchfield, Wes	181	Cassese, Helen
110	Bommarito, G & H	146	Burchman	182	Catania, Bonnie M.
111	Bommarito, Giuseppe	147	Burciaga, Eloy	183	Catania, Rocky
112	Bommarito, Holly	148	Burian, Blanche K.	184	CB19 Investment Group
113	Bonds, Nancy Jo	149	Burian, John	185	Cerroni, Anthony
114	Bonk, John	150	Burnette, Frank	186	Chacon, Isabel R.
115	Booth, Francis N.	151	Burns, John George	187	Chambers, Jeremy B.
116	Boothe, Gertrude	152	Burns, Marcia	188	Chandler Family Trust
117	Boris Norris Living Trust	153	Burt, Nancy Joann	189	Chandler, Alan Kerry
118	Borok	154	Bushman, Orville Dean	190	Chandler, Lorayne K.
119	Borok, Thomas L.	155	Bustillos, Matthew	191	Chang, Debbie Y.
120	Borok, TL	156	Butler, David James	192	Chatfield, Martha E.
121	Bothe, James L.	157	Caggiano, Jodi	193	Chesna, Victoria
122	Bowen, David	158	Cain, Gary K.	194	Chi, Cecilia
123	Bowling, Tim	159	Cain, Stephen B.	195	Chiechi, Pasquale
124	Bradley, Ryan R.	160	Callender, Theodore C.	196	Chiou, Yow Yea
125	Brady, Thomas L.	161	Cambridge Monticello Partners, Ltd.	197	Chilsey, Carrie
126	Brashear, Dan	162	Campbell	198	Chock, Owen
127	Bravo, Luis A.	163	Campbell, Dale	199	Chodan, Rohan
128	Breeding Jr., Clifford	164	Campbell, Ronald	200	Choy, Carol J.
129	Breneman Family Trust	165	Capili, Rod P.	201	Christiansen, Maxine
130	Brickert, Sandra L.	166	Cardwell, Sara	202	Christopher, Jeffrey
131	Briggforth, Brenda	167	Carillo, Guadalupe	203	Chung, Jana
132	Briggforth, David	168	Carlson, Betty	204	Chung, JK
133	Brooks, Glenda	169	Carr Family Trust	205	Cigas, Ann B.
134	Brown, Amy	170	Carr Family Trust	206	Cihacek, Dennis Wayne
135	Brown, Lynn M.	171	Carr, Jack M.	207	Cipriani, Robert J.
136	Brown, Thomas W	172	Carrington, Diane.	208	Clark
137	Brunette, Frank	173	Carrroll, Patricia M.	209	Clark, Reginald M.
138	Bryan, Dennis C.	174	Carruth, Carolyn E.	210	Clark, Richard D.
139	Buchta, Dale	175	Carruth, Leslie C.	211	Clark, Sherry Sue
140	Buchta, Jessie M.	176	Catson, Cheire	212	Clark, William
141	Bundang, Rachel G.	177	Carter Trust	213	Cline, Nolan L.
142	Burcham, Patricia L.	178	Carter, Cedric	214	Codd, John
143	Burchfield, Gwendolyn	179	Carter, Tahle M.	215	Cohen, Charles
144	Burchfield, W&G	180	Casias, Sandra M.	216	Coleman, Julia D.

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Investor Contact List		Investor Contact List		Investor Contact List	
217	Colle, Jacob R.	253	Cutrer	289	Drake, Paul
218	Collier, Deborah D.	254	Cutrer, Dianna	290	Drennan, Billy
219	Collier, Larry G.	255	Cutrer, Jerry C.	291	Drennan, Jerry
220	Collins & Peters	266	CVP-PSP	292	Drew, Diana Vilinis
221	Collins, Bruce G.	257	D'Angelo, Jorge	293	Droll, John
222	Collins, Teresa J.	258	Dakin, John	294	Druge, Celeste L.
223	Collins, Trista C.	259	Damous, Adi	295	DuBose, Mary
224	Commerford Inspections, Inc.	260	David H. Matthews Living Trust	296	Dukett, Thomas
225	Commons Family Trust	261	DaVinci, Anthon P.	297	Dunbar, James
226	Commons, Linda	262	Davis	298	Dunn, Hugh
227	Conrad, Eric	263	Davis, Jeffrey T.	299	Dunn, Lou Ann
228	Content, Lynn Jean	264	Davis, Michael	300	Dussault, David
229	Coogan, Daniel	265	Davis, Stephen K.	301	Dussault, Tamara
230	Coogan, Daniel	266	Dawley, Claudia	302	Duszynski, Donald
231	Cook, Barbara D.	267	Dawn Jenkins Trust	303	Duszynski, Donald W.
232	Cooper, Andrea S.	268	Dawn K. Jenkins Rev. Living Trust	304	Dutcher, James
233	Cope, Gertrude	269	Dean, Allene.	305	E.C.A. Century
234	Correll Revocable Trust	270	Deborah Kristen	306	Eason, Eldon R.
235	Costuma, Michael	271	Deitrich, Hans	307	Easham, Michael
236	Couch, Eric	272	DeGozzo, Sandra	308	Eckermann, Darrell
237	Cox, David	273	Dellarova Jr., Daniel	309	Edelstein, Barry A.
238	Craighton, Leslie	274	Denend, Terry	310	Edwards, Donald
239	Crappell, Jane H.	275	DeYoung, Thomas	311	Egger, Betty
240	Crappell, Lawrence J.	276	Dicken, William A.	312	Egger, Dorothy J.
241	Creel, Kathy	277	Diffenderfer, Dan	313	Ella Osborn Revocable Living Trust
242	Crespy, Garrett J.	278	Diffenderfer, Marsha	314	Elmore, Frank Joseph
243	Crews, Dwayne	279	D'Giovanni Trust	315	Elms, Danny Joe
244	Criswell, Gerald Lee	280	Dillahunty, Jerry	316	Elwell, James
245	Crooks, S&K	281	Dipasquale Sr., John	317	Engerman & Muirhead
246	Crooks, Stephen D.	282	Dobson, Ruth Ann	318	Engerman, John P.
247	Cruey, Jana	283	Domenech, Miguel	319	Enos, Aice
248	Cruey, Robert	284	Donald Wu Family Trust	320	Esparza, Mario
249	Crump, Steven N.	285	Dorman, Betty L.	321	Espino, Ivonne
250	Crutchfield, Dennis	286	Douglas, Carl	322	Espinosa, Carlos
251	Cullinane, Diane A.	287	Douglas, CR	323	Estes, Gregory
252	Cummings, Elinore P.	288	Dowson, Douglas A.	324	Evans, Sid

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Investor Contact List		Investor Contact List		Investor Contact List	
325	Evelene Fay Nour Special Needs Trust	361	Gajardo, Gale	397	Goodson, George
326	Fahney, Barbara A.	362	Galliver & Klingensmith	398	Goodwin, Teresa
327	Fahney, Robert J.	363	Galliver Jr, Harry M.	399	Gordiani, Rosie M.
328	Fain, James	364	Galvaneck Jr., James	400	Gordin, Edward
329	Farrow, Doris L.	365	Garbo Jr., John R.	401	Gordin, Glenda
330	Faust, Dana	366	Garcia, Frank	402	Gordon Trust
331	Feik, Adam	367	Garcia, Lisa M.	403	Gordon, John
332	Felix, Carleen	368	Garcia, Madeline	404	Gordon, Patrick
333	Felty, David	369	Gardner & Witt	405	Gorman, John F.
334	Fend, Patrick A.	370	Gardner, Herbert D.	406	Gossett, Ann
335	Feiguson, Stuart	371	Gardner, Julie K.	407	Gotcher, Buford Darrell
336	Fernando, Manel	372	Gardner, Robert A.	408	Gottler Jr., Anthony
337	Fernando, Sumith	373	Garoutte Trust	409	Gottuso Jr., Mario
338	Fesler, Scott R.	374	Garoutte, Gene	410	Gottuso, Gena S.
339	Fial, Diane	375	Garrett Jr., Shannon	411	Gottuso, Robin
340	Finamore II, Rudolph	376	Gaudio, Mark	412	Granados
341	Fischer, Theresa	377	Gavito, Eugene E.	413	Granados, Arnaldo
342	Fisher, Michael L.	378	George, Jack	414	Grandy, Michael
343	Flenthrop, Dale	379	Gerbermann, Alvin H.	415	Grant, Arthur R.
344	Flora E. Berke Irrev. Living Trust	380	Cerzich, Phyllis	416	Graves, Dean H.
345	Flores, Alfredo R.	381	Gibson, Patricia Kay	417	Gray Ant Corp
346	Florio, Gayle L.	382	Gilbert, Agnes M.	418	Gray Ant Corp PSP
347	Flugrath, Nathan R.	383	Gillaspie, Gloria	419	Gray, Richard H.
348	Folden, Larry L.	384	Gillaspie, John	420	Greil, Lois
349	Foster, Donna A.	385	Gillet, Leslie T.	421	Greven, William
350	Fothergill, Reed M.	386	Gist, Johnnie	422	Griffith, Bernard Ray
351	Franklin, Sandra L.	387	Glaab, Leo	423	Griffith, Lloyd
352	Freitas	388	Godfrey, Forrest W.	424	Griffith, Norma K.
353	Freitas, Maria I.	389	Gomez, Rick	425	Grooms, Wilbur
354	Freitas, Vasco	390	Gomez, Tray Allan	426	Grospron, Lola Mae
355	Fresch, Doris J.	391	Gonzales & Guasp	427	Guasp, Dara M.
356	Friedline, Larry	392	Gonzalez, Benjamin	428	Guerin, Carol
357	Friends of Weiser River Trail	393	Gonzalez, Rafael	429	Guerra Jr., Robert
358	Fries, Manuel	394	Gonzalez, Ricardo A.	430	Guerra Partnership
359	Gaither, Barbara	395	Gooch, Stephen	431	Guerrero, Melinda.
360	Gaither, Barbara Jean	396	Good, Adele Ruth	432	Gunn, Sandra M.

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433	Gunn, Steven C.	489	Hernandez	505	Hoffen Trust
434	Gusdorff, Elizabeth	470	Hernandez Jr., Manuel	506	Hoffen, Terrence
435	Guzman, Patricia	471	Hernandez, Carlos	507	Hunt, Julie
436	Haberer, Sharon	472	Hernandez, Manuel	508	Hunter, Julia
437	Hadley, John	473	Hernandez, Rachel	509	Hurst, Penny
438	Hale, Kenneth	474	Hicks, Amanda Courtney UTMA	510	Hurst, William
439	Hammett, Nelda	475	Hicks, Courtney	511	Hurtubise, Dale
440	Hammer, Mark	476	Hicks, J & L	512	Hussa, Ann
441	Handeland, Nancy K.	477	Hicks, Jack	513	Husted, Deanne
442	Hansel, Phil	478	Hicks, Lindsey K.	514	Hyman Jr., Benjamin
443	Hansen, Robert	479	Hight, Lance B.	515	Irwin, Darlene
444	Hantes, Jeffery	480	Hill, Keith	516	Ivy, Lloyd
445	Hardy, Harry	481	Hill, Raymond L.	517	J & S Carr
446	Harkins, Herbert T.	482	Hillin Jr., Samuel	518	Jacobs Family Trust
447	Harnas, Daniel	483	Hillyer, Michelle Annamaria	519	Jacobs, Kenneth Wayne
448	Harriman, Christopher	484	Hironaka, Colleen C.	520	Jaguar Capital
449	Harris, Sarah	485	Hlad, Richard W.	521	Jayne, Betsy L.
450	Harrison Jr., Ronald C.	486	Hodges, J & S	522	Jenkins, Christopher B.
451	Harry & Severson	487	Hodges, Jewel T.	523	Jimenez, Juan
452	Harry, Julius	488	Hodges, Ross	524	Johnson, Betty
453	Hartenstein, Bobby	489	Hodges, Sandra	525	Johnson, D & B
454	Haskins, Max	490	Hoey, Paul	526	Johnson, David
455	Hatch, Darlene	491	Hoey, Scott	527	Johnson, Dennis
456	Hatcher, Kyoko	492	Hogan, Jean Michele	528	Johnson, John J.
457	Hayden, David L. & Susan K.	493	Hogan, Walter C.	529	Johnson, Lynn
458	Hayes, Walter P.	494	Hohmann, Dayton	530	Johnson, Phillip Leslie
459	Hearld, J	495	Hohweiler, Randa Lee	531	Johnson, Rickey
460	Heaton, BJ & Joy	496	Holden, Stephen	532	Jones, Amma Lynn
461	Hellstern, John R.	497	Holder, Timothy	533	Jones, Barbara
462	Hemphill, Steven	498	Hole, Mary Rosary	534	Jones, Daniel
463	Hennemann, Claire	499	Holick, Jerry	535	Jones, Deborah
464	Hensley	500	Holtzclaw, John	536	Jones, James
465	Hensley, Christopher	501	Homer Trust	537	Jones, Margaret
466	Hensley, Kathleen J	502	Homer, Quinten	538	Jones, Marie
467	Hentschel, Michael	503	Honeywell, Richard D.	539	Jones, Marilyn.
468	Herald, James	504	Horel, Charles	540	Jones, Mark

RETIREMENT VALUE, LLC Customer Contact List

Investor Contact List		Investor Contact List		Investor Contact List	
541	Jones, Minga	577	Kilgore, Mist	613	Kunkel, Eulalia D.
542	Jordan, D&N	578	Kilgore, Tim	614	Kutugata, Jorge
543	Jordan, David A.	579	Killian, Robert	615	Kutugata, Judy
544	Jordan, Deborah	580	Kim, Yo Han	616	Lachico, Debra
545	Jordan, John Charles	581	King	617	Lackey, Linda
546	Juszli, Mark	582	King, Betty	618	LaCour, Connie
547	K & R Sugimoto Trust	583	King, Delaine	619	Laman, Troy
548	Kageler, Woody	584	King, J&D	620	Lambert, Joanne
549	Kamimura, Yasuko	585	King, James	621	Landry, Norman
550	Kanz, D&F	586	King, Teri	622	Lang, Alvin Charles
551	Kariz, Douglas	587	Kingrey, Bill	623	Langley, Olga
552	Karam, Anthony	588	Kisling Jr., James	624	Lanier, David C.
553	Karson, Diane	589	Kitt, Deborah	625	Larose Sr., Michael J.
554	Katic, Charles & Ola	590	Kitt, Tim	626	Larson, Paul
555	Katz, Irving R.	591	Kitt, Timothy	627	Lashley, Raymond
556	Kaufman, Jean	592	Klyan, Evelyn	628	Laska Revocable Family Trust
557	Kaufman, JH	593	Kobayashi, Hideo	629	Lasquete, Josh
558	Kawamoto, Robert	594	Koehler, E & P	630	Laura Sue Eyeman Trust
559	Kee, Anson	595	Koehler, Elwin	631	Lawrence W. Pickett Family Trust 2006
560	Keeling, Virginia.	596	Koepfel, Edmund	632	Lawrence, J
561	Keener, Suzanne	597	Koesler, Rudy	633	Lawrence, Johanna
562	Kelley, Bobbie	598	Kolb, Steven	634	Laxson, Glenn
563	Kelly III, John	599	Kolenda, TE	635	Lee, Renata
564	Kemp, Jack	600	Kolenda, Timothy	636	Lehmann, William
565	Kennedy, Tracie	601	Koonce, Carla	637	Lehr, Norman
566	Kennedy, Stephen	602	Koska, Joseph	638	Leimer, Jamie
567	Kerns, Byron	603	Kozicki, Alice Ann	639	LeMmon, Cheryl
568	Kerry, White	604	Kozuh, Karl	640	Lemon, Kirsten
569	Kessler, Delores	605	Kozusko, Andrew	641	Lerma, Magdalena
570	Kessler, Joseph C.	606	Krautkramer, Kelly	642	Leverton, Shannon D.
571	Kessler, Rhea H.	607	Kremer, Mark Jason	643	Levy, Barry
572	Kettle, Mari	608	Kristen, Deborah.	644	Levy, Bradley P.
573	Key, Janet	609	Kroeck Family Revocable Trust	645	Lew, Dennis
574	Khan, Tara	610	Krueger, Michael T.	648	Lewis
575	Kibler, Ted	611	Krusinski, Mirosława Anna	647	Lewis, Beverly
576	Kiburz, Mark	612	Kufferath, Bruce	648	Lewis, Nancy

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Investor Contact List		Investor Contact List		Investor Contact List	
649	Liebelt, Anthony	685	Manion, Rebecca	721	McDonald, DJ
650	Liebelt, Roger A.	686	Mann, Robert M.	722	McDonald, Druella
651	Light III, David W.	687	Margason, Bernard L.	723	McDonald, RJ
652	Limbaugh, Marjorie L.	688	Marks, Thomas	724	McDonald, Robert
653	Lin, Lawrence	689	Marlow, Frank	725	McGann, Barbara
654	Lines, Cynthia	690	Marlow, Katherine	726	McGarland, Robert
655	Liponi, John	691	Marquez, Lucian	727	McIllian Trust
656	Lively, Jr., Robert	692	Marquis, Craig	728	McKinley, Thomas
657	Lofin, Leslie	693	Marr, Nils	729	McKinnis, Alicia
658	Long, Billie	694	Marsell, Janith F.	730	McMillian Revocable Trust
659	Long, Billy	695	Martin, James	731	McMurry, David
660	Long, Madeline	696	Martin, Vivian B.	732	McNulty, Michael
661	Long, Madelyn	697	Martinez, Gildardo	733	Medlin Family Trust
662	Lopez, Homero	698	Marvin W. Davis QTIP Trust	734	Medlin, Jr., Oscar
663	Lopez, Raul	699	Marvin, Peter	735	Meets, Monte
664	Lottridge, Douglas.	700	Mary C. Eng Living Trust	736	Meier, Kay
665	Lottridge, Molly	701	Mary Eng Trust	737	Meijerink, P.H., Ronaldus
666	Lovell, Kenneth	702	Matamoros, Rosanio	738	Meler, Anita F.
667	Lozes, Timothy	703	Mathews, Mark	739	Melnick Trust (6781-554)
668	Luckenbach, Roger	704	Matson, Kathy	740	Melnick, Frederick
669	Luckie, Johnnie	705	Matsuo Irrevocable Trust	741	Mena, Patricia A.
670	Lund, Catherine	706	Matsuo, Jon	742	Mercado, Jr., Antonlo
671	Luttrell, Michael	707	Matthews, David	743	Meredith, Carol Ann
672	Luzern LLC	708	Mattison, Tanner L.	744	Meyer, Margaret
673	Lyons, Robert	709	Maxfield	745	Meyer, Robert
674	Mackay Family Trust	710	Maxfield, Peter	746	MH Zoeller Co
675	Mackay, Spencer	711	Maxfield, Richard	747	Michael & Margaret Sykes Trust
676	Macleod, Roger	712	Maxwell, Earl	748	Mikels, Mary L.
677	Madarlaga, O	713	Mays	749	Mikels, Vernie F.
678	Madison, Jeannette	714	Mays, Alfred	750	Miles, Brad
679	Mahoney, Francis	715	McClendon, Mark Alan	751	Miles, Judith
680	Malla, Nancy M.	716	McCormac, Jerry & Rosemary	752	Miles, Larry L.
681	Malone, Ronnie	717	McCumber, Mitchell	753	Miller, Etois
682	Malone, W. Jane	718	McDavid, Elizabeth N.	754	Miller, Erin
683	Manas, Steve	719	McDavid, Frederick	755	Miller, Gary
684	Mangeshi Family Trust	720	McDermott, Michael.	756	Miller, Jerry

RETIREMENT VALUE, LLC Customer Contact List

Investor Contact List		Investor Contact List		Investor Contact List	
757	Miller, JH	783	Neal-Noble, Cynthia D.	829	Onufieczuk, Boris G.
758	Miller, Peggy	794	Needham, Ruthie M.	830	Orchard Breeze LLC
759	Minamoto, Norimi	795	Neighbors, Virginia	831	Orchard Breeze Pfts
760	Minn-Shong Chi Revocable Trust	796	Nelson, Jon E.	832	Orr, Wendy
761	Miranda, Sr., Raymond	797	Nemeth, Milana	833	Dito, Laureen Annette
762	Mitchell, Donald	798	Nester, William	834	Ouellette, Ed
763	Mitchell, Pamela	799	Neubaue, Gerard	835	Owen, Jr., Jimmy
764	Mitchell, Robert	800	Neubauer, Margot	836	Pair, Edith M.
765	Mohanty, Dr. Santosh	801	Newman, Wallace G.	837	Palmer, John J.
766	Molesan, Matthew	802	Ng, Clement.	838	Pardo, Richard
767	Molina-Rojas, Lorena	803	Nguyen, T	839	Parker
768	Monaghan, John	804	Nguyen, Thinh Teddy	840	Parker, A & S
769	Moody, Donna D	805	Nichols	841	Parker, Andrew
770	Moore, Lisabeth.	806	Nichols, Cynthia A.	842	Parker, Gary
771	Moore, Ted	807	Nichols, T&C	843	Parker, Stephen K.
772	Moore.	808	Nichols, Timothy	844	Parkinson, Patricia Lynn
773	Moran, Keith	809	Nichols, Tom E.	845	Parkinson, William
774	Moran, William F.	810	Nieckarz, Robert	846	Parsons, Adele Louise
775	Moravec, Barbara	811	Nixon, Cayle	847	Pasquale, John
776	Moravec, Barbara Ann	812	Noel, Adrienne (6781-938)	848	Patino, Jr., Usbaldo
777	Morey 2006 Family Trust	813	Noles, Lanier H.	849	Patrick, Lyndell
778	Morgan, Jerry P.	814	Norman, Acanthia	850	Patterson, Sue
779	Morris, Shirley	815	Norris, Grant B.	851	Paul Didion Rev. Living Trust
780	Moseley, Thomas	816	North, Sherry	852	Paulson, Jennifer
781	Muellet, Garland G.	817	Norton, John	853	Paviak, A. Samuel
782	Muller, Marvin	818	Nour Trust	854	Pechacek, Eric
783	Mullet, Stephen R	819	Novak, Linda	855	Perucca, Anthony
784	Mullett, Stephen R	820	Noyes, Monica F.	856	Paschel, Julie L.
785	Munoz, Maria	821	O'Hara, Rita	857	Petats, Sharon L
786	Murdock, Robert D.	822	O'Neal, Pamela	858	Peterson, Alicia
787	Muse, George W.	823	O'Neill, James	859	Peterson, Audrey
788	Myers, Barbara	824	Offutt, Deiren	860	Peterson, J & J
789	Myers, Barbara B.J.	825	Oge, Antoine	861	Peterson, Jerry
790	Myers, Joseph B.	826	Oge, Antoine/Wm Wandrey	862	Petrovic, Kathleen K.
791	Naidl, George	827	Olesen, Garland	863	Pevhouse, Bobby
792	Nakano, Betsy	828	Olson, Leslie	864	Pevhouse, Noreen

RETIREMENT VALUE, LLC Customer Contact List

Investor Contact List		Investor Contact List		Investor Contact List	
865	Phillips, Jimmie	901	QVest III Master Fund, LLC.	937	Rizzuto, Fara
866	Piccolella, Gloria M.	902	R.R. Guerra Jr. Partnership, Ltd	938	RI Corp 4D1K
867	Pickett, Larry	903	Rabozzi, Alfred	939	Roach, Doris W.
868	Piena, Veronica	904	Raines, Steve	940	Robbins, Leah
869	Pike, Edle Denne	905	Rakvica, Mark	941	Robertson, Pamela P.
870	Pinkerton, Gary	906	Randall, Mary A.	942	Robertson, Paula
871	Pitt, Dwight	907	Rasmussen, Reid Curtis	943	Robinson, C
872	Pittman, Martha	908	Rathmann Trust	944	Robinson, C. Lyn
873	Plate, Kathleen	909	Rathmann, Joan Marie	945	Robinson, Catherine
874	Pledger, Shirley Inez	910	Ray, Shirley F.	946	Robinson, Dean
875	Plumb, John	911	Reconciliation	947	Robinson, Dean & Cyn Lyn
876	Pogue, Gwen	912	Redenbaugh, Ralph	948	Robinson, JC
877	Polardi, Candace	913	Reed, Billings & Mosley	949	Robinson, Jodene
878	Polardi, Steve	914	Reed, Joe D.	950	Robinson, Judith
879	Pool, Steven Michael	915	Reeve, Thomas	951	Robinson, Judith Kay
880	Pope, Rocky	916	Regan, Wade A.	952	Rodgers
881	Pope, Ronnie	917	Reid	953	Rodgers, Eugene H.
882	Powell, Billy Ed	918	Reid, Susan Laird	954	Rodgers, Wendy
883	Prado, Sandra	919	Reid, W&M	955	Rodriguez, Shirley
884	Pratt, Connie Jo	920	Reid, William	956	Roemer, Alan R.
885	Prewitt, Bonnie	921	Renert, Scott	957	Rogers
886	Prichard, Stanley	922	Resendez, Josie D.	958	Rogers, David
887	Prickett, Robert G.	923	Resseguie, Mark	959	Rogers, Jeff
888	Pullen, Dwight	924	Rice	960	Rogers, Perry
889	Pullen, Eleanor	925	Rice, Gene	961	Rogers, Thomas Michael
890	Pummill, Giles	926	Rice, Harold N.	962	Rogers, Wendy.
891	Purvis	927	Rice, John	963	Rojas, Jr., Jorge
892	Purvis, J-BENE	928	Richards Revocable Living Trust	964	Rojas, Lorena Molina
893	Purvis, Judith	929	Richardson, David Jean	965	Roman, Isabel
894	Purvis, Larry N.	930	Richardson, Felicia Ann	966	Romero, Carl A.
895	Pyros George & Karen	931	Rister, Olivia	967	Romero, Carlos A.
896	Pyros, George	932	Ritter, James W.	968	Rosaly, Cheryl H.
897	Quadros, Shirley	933	Riza, J.C.	969	Rose, Christine
898	Queyle, Vicki	934	Rizzo, Louis J.	970	Rose, Priscilla
899	Quigley, Nancy	935	Rizzuto, Amico J.	971	Rose, Thomas
900	Qvest III	936	Rizzuto, Charles	972	Roskind, David B.

RETIREMENT VALUE, LLC Customer Contact List

	Investor Contact List		Investor Contact List		Investor Contact List
973	Rousseau, John	1009	Shah, S&M	1045	Souza, Maura
974	Rugnetta Revocable Living Trust	1010	Shah, Sandip	1046	Spady, Betty
975	Ryan, Patrick	1011	Shamleifer, Ann Harris	1047	Spagnola, Frank
976	Sabel, Carole	1012	Shaw, Luella	1048	Sparkman, Bill W./Adam
977	Saenz, Delta	1013	Shearer & Selin Family Trust	1049	Spears
978	Saggio, Joseph.	1014	Sherer, James A.	1050	Spears, Edith M.
979	Sale, Erik	1015	Sherratt, Carol Ann	1051	Spears, Michael R.
980	Sammartino, Kim	1016	Shewmaker, Nancy	1052	Squier, Ellen
981	Samuels, Joseph	1017	Shewmaker, Samuel	1053	Stafford, Penny A.
982	Sanchez, Ana Maria	1018	Shiells, Susan	1054	Stafford, Richard
983	Sanders Family Trust	1019	Shive, Robbie D.	1055	Stahl, Karen (6781-618)
984	Sandra Ranch Partnership	1020	Short, James	1056	Staley, Joseph
985	Sawyer John L.	1021	Sidders, Eileen	1057	Stanford, Barbara K.
986	Schaaf, Clifford	1022	Sills, Frances W. "Billie"	1058	Stanion
987	Schaefer, Sioux H.	1023	Silva, Bruce	1059	Stanion, Thomas J.
988	Schelske, Louis	1024	Singh, Angela S.	1060	Stanton, Dwayne
989	Schillen, Jack C.	1025	Skalsky, Gary	1061	Stauffer, Jay
990	Schmidt	1026	Skinner, Robert R.	1062	Stedham, Floyd L.
991	Schmidt, Alton W.	1027	Slay, Chris	1063	Steinkamp, Kay
992	Schneider, John	1028	Smiley, Duane	1064	Stephens, Cynthia D.
993	Schneider, John P.	1029	Smith, Ann	1065	Stille, Brooke
994	Schneider, JR	1030	Smith, Byron	1066	Stocki, Anthony
995	Schneider, Lisa Kay	1031	Smith, Diane Romnes	1067	Stoessel Trust
996	Schonfeld, Nancy J.	1032	Smith, Gary	1068	Stokes, Tina.
997	Schubert, Frederick	1033	Smith, Marsha	1069	Stone-Pitzkau, Sandra
998	Schwartz, Ronald	1034	Smith, Neida.	1070	Slosik, Sherel
999	Scoggins, Henry M.	1035	Smith, Ronald	1071	Strauss, Marilyn L.
1000	Scott, Durward L.	1036	Smith, Sharon	1072	Stroh, Karen
1001	Seeger, Marc	1037	Smith, Tava	1073	Stubblefield, Peggy
1002	Sentelle, Sandra	1038	Snodgrass, Robert Blake	1074	Stuckey, Patricia A.
1003	Sentelle, Thomas	1039	Soeffe, Elmer B.	1075	Suarez, David
1004	Sereno, Marlene	1040	Soeffe, Elsie M.	1076	Suarez, Ramona C.
1005	Sexerson, Lois	1041	Solis, Maria	1077	Suderno, Leslie
1006	Shafer, John	1042	Solito, Daniel	1078	Sugimoto Living Trust
1007	Shah, H&H	1043	Sommer, Timothy	1079	Sullivan, Florence D.
1008	Shah, Himanshu	1044	Souza, Kip	1080	Sullivan, Gloria P.

**RETIREMENT VALUE, LLC
Customer Contact List**

	Investor Contact List	Investor Contact List	Investor Contact List
1081	Sullivan, Rondo	Titmus, Shirley J.	Walker Living Trust
1082	Sullivan, RK	Todd, Bryan	Walker V, William H.
1083	Svane, Todd J.	Todd, Garvey	Walker, B
1084	Sweeney, Barbara	Torre, Gregg	Walker, Barbara
1085	Sylla Family Trust	Forres Trust	Walker, Brian
1086	Tauchert, Robin Gail	Traylor	Walker, John B
1087	Taylor	Traylor, Elaine S.	Walker, Linda
1088	Taylor Living Trust	Traylor, Jason C.	Walling
1089	Taylor, Robert L.	Trust of Samuel & Nancy Shewmaker	Walling, Ann
1090	Teague, Glenda J.	Turner, Terry Glynn	Walling, John F.
1091	Tennariello, Alfonso	Tvedtnes, Michael	Walsh, Catherine
1092	Tenney, Paul D.	Ueoka, Kathy DH	Walsh, James M. & Catherine
1093	Tharpe, Deborah F.	Umamoto, Michael.	Walter, Nancy L.
1094	The Denco Trust	Utey, Judy	Walthers, Rex
1095	The Douglas H. Blumenthal Living Trust	UTMA T Ingram	Wandrey, Jr., William A.
1096	The Gray Ant Corp Profit Sharing	Van Norman	Wandrey/Oge
1097	The Gray Ant Corporation	Van Norman, Charles C.	Ward, Miralee
1098	The Kaye Family Trust	Van Norman, Janice	Ward, Robert D.
1099	The Marvin W. Davis QTIP Trust	Van Norman, Janice & Charles	Washington, Shane M.
1100	The Pearl A. Corigliano Revocable Trust	Vandamme-Wilkt, Monique	Watkins, Debra T.
1101	Thomas, Danny R.	Vanderpool, Robert L.	Watkins, Remedios
1102	Thomas, Garlene	VanName, Richard W	Watson, Carole J.
1103	Thomas, Ronald	Vergara-Lemon, Dora	Watson, Jr., Fletcher
1104	Thomas, Steven	Vernon, Carole A.	Watson, Sammy
1105	Thomas, Thomas	Vickers, Kevin P.	Weaver, Sr., James W.
1106	Thomas, Warren B.	Vielman, Edmundo V.	Weinstock, Daniel
1107	Thomas, William B.	Villarreal, Rebecca	Welch, Linda
1108	Thompson, BJ	Virginia R. Easton Trust	Werner & Sylla Trust
1109	Thompson, Bob	Voneiff, James	Werner Family Living Trust
1110	Thompson, Terry	Wachtendorf, Henry	West
1111	Thornton, Ashlee L.	Waechter, Sandra	West, Kelly A.
1112	Thornton, Jean M.	Wakim, Alan	Westerheide Trust
1113	Thornton	Walcheff, Luban S.	Wheeler, D. Michael
1114	Timmons, Cary	Waldrop, Russ Alan	Wheeler, Marilyn
1115	Tiscoine, Lynn	Walker	Whitaker, Gregg S.
1116	Titlow Sr., Justice C.	Walker Barbara & Brian	Whitaker, Joef E.

RETIREMENT VALUE, LLC Customer Contact List

Investor Contact List		Investor Contact List		Investor Contact List	
1189	White	1215	Wong, Ming Lan V.		
1190	White Family Trust	1226	Wong, Wilfred		
1191	White, Edwin	1227	Wood Family Trust		
1192	White, Kerry A.	1228	Wood, Karen		
1193	White, Michael J.	1229	Wood, Randall		
1194	Whitnire, Robert J.	1230	Woodard, John V.		
1195	Wicker, Scott	1231	Workman, Carla J.		
1196	Wicker, Scott & D	1232	Worthy, Edith		
1197	Wildberger, Janice	1233	Woychik, Linda		
1198	Wildt, Dirk	1234	Wright, Roberta		
1199	Wildt, Monique VanDamme	1235	Wrinkle, Robert		
1200	Wilhelm, Sharon C.	1236	Wurst, Walter K		
1201	Wilkshire, Ariene	1237	Wutrich, Kelly T.		
1202	Wilkshire, Jr., William	1238	Wyrick, Dennis R.		
1203	Williams	1239	Yamano, Helen K		
1204	Williams, Carol	1240	Yates		
1205	Williams, Endrene	1241	Yates, Robert G.		
1206	Williams, Frankie J.	1242	Young, Glenn		
1207	Williams, Karl W.	1243	Zarate, Humberto		
1208	Williams, Mary Lou	1244	Zawislak		
1209	Williams, Roger	1245	Zawislak, Walter		
1210	Williamson, Todd	1246	Zeisberg, Mark D.		
1211	Willix, Corey	1247	Zelinski, Donna Marie		
1212	Wills, George Thomas	1248	Zibon, Thomas		
1213	Wills, Janice Lee	1249	Zibon, Thomas & L		
1214	Wilson	1250	Zimmerman, John M.		
1215	Wilson, David	1251	Zoerner, Richard S.		
1216	Wilson, Micheal D.	1252	Zoller, Mark		
1217	Wilson, William R.				
1218	Wims Trust				
1219	Wirms, Ben				
1220	Wingo, Jason				
1221	Winston, Lorelei D.				
1222	Wolfe, Lisa				
1223	Woloss, Robert J.				
1224	Wong				

EXHIBIT B

CAUSE NO. D-1-GN-11-000644

**DR. GARY CAIN and
BARRY EDELSTEIN,
Plaintiffs,**

§
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§
§

IN THE DISTRICT COURT OF

v.

TRAVIS COUNTY, TEXAS

**KIESLING, PORTER, KIESLING
& FREE, P.C.,
Defendant.**

126TH JUDICIAL DISTRICT

AFFIDAVIT OF GEOFFREY D. WEISBART

BEFORE ME, the undersigned Notary Public in and for said State, on this 28th day of September, 2011, personally appeared Geoffrey D. Weisbart, known to me, and after being duly sworn, stated under oath the following:

1. My name is Geoffrey D. Weisbart. I am the attorney of record for Plaintiffs Dr. Gary Cain and Barry Edelstein (“Plaintiffs”) in the above-styled and numbered civil action. I am of sound mind, over the age of 18, have never been convicted of a crime and am otherwise fully competent to execute this Statement. I have personal knowledge of the facts set forth in this Statement, all of which are true and correct.
2. I am an attorney with the law firm of HANCE SCARBOROUGH, LLP. I am a member of good standing with the State Bar of Texas and have never been subject to any disciplinary action by the State Bar of Texas or any grievance committee.
3. I was retained by Plaintiffs in July 2010 to begin the analysis of and prosecute Plaintiffs’ class claim against Defendant Kiesling, Porter, Kiesling & Free, PC. Since that time I have been the attorney in charge of the prosecution of Plaintiffs’ claims and all legal work has either been handled by me or at my specific request, supervision and oversight.
4. The work that has been performed in this case involved many facets of the prosecution of a class action claim. To categorize work performed, such work can be delineated in the following fashion:
 - a. Review of and investigation into the facts to determine applicable causes of action;
 - b. Preparation of the class action claim and intervention petitions;
 - c. Review of documents produced by class members, the State of Texas, Retirement Value, LLC, Defendant KPKF, and the Receiver, all parties to the Original Lawsuit in this Court (Cause No. D-1-GV-I0-00454);

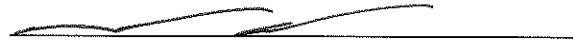
- d. Meeting with and discussing facts with the Receiver and other parties to the Original Lawsuit;
 - e. Continual conferences with clients and other class members to keep them updated and discuss status of the case;
 - f. Preparation for and participation in mediation;
 - g. Lengthy negotiations over the terms of the settlement;
 - h. Preparation of Motion for Preliminary Approval of Class Settlement;
 - i. Preparation and administration of Class Notice to 1,046 class members;
 - j. Preparation of Joinder of Motion to Dismiss or Abstain in bankruptcy proceedings;
 - k. Preparation of Motion for Final Approval of Class Settlement; and
 - l. Preparation for and participation in hearing on Motion for Final Approval of Class Settlement.
5. In an effort to expeditiously and efficiently handle the work required in this case, I involved Jan Blair, a paralegal working for our law firm. Throughout this case, Ms. Blair performed many non-clerical tasks that required skills such as compiling facts, putting documents in chronological order, and keeping track of, sorting and preparing evidentiary exhibits. Ms. Blair also oversaw the administration of the successful distribution of Class Notice to 1,046 class members. With regard to more professional matters, at times, I involved Ms. Lucio, Ms. Peña, or Ms. Adams to handle matters such as investigating the law on the various points, preparing initial drafts of the motions and in analyzing the legal issues.
6. The rates typically charged by me and the other individuals that worked on this case were as follows:
- Geoffrey D. Weisbart, Esq.: \$425/hr
 - Tonia L. Lucio, Esq.: \$350/hr
 - V. Blayre Peña, Esq.: \$300/hr
 - Jan Blair, Senior Paralegal: \$190/hr
 - Mia Adams, Law Clerk: \$85/hr
7. In my professional opinion, an hourly rate of \$425 per hour for my services is reasonable both within Travis County and the State of Texas. I have been licensed to practice law since 1986 and specialize in civil litigation. My experience has given me the opportunity to try many cases, both before the court and juries, and I have argued many appeals before the Court of Appeals of the State of Texas, the Texas Supreme Court and the 5th Circuit Court of Appeals. I am aware of many of the legal rates charged by lawyers in Austin, and I am aware of many reputable firms who have lawyers with less experience than I have but charge rates greater than \$425 per hour.
8. In my opinion, the professional rate of \$350 per hour for Ms. Lucio is reasonable for a lawyer of her experience level who is licensed in the State of Texas.
9. In my opinion, the professional rate of \$300 per hour for Ms. Peña is reasonable for a lawyer of her experience level who is licensed in the State of Texas.

10. In my opinion, the professional rate of \$190 per hour for the services of Ms. Blair is reasonable for a paralegal with her level of experience working under the direct supervision of an experienced lawyer.
11. In my opinion, the professional rate of \$85 per hour for the services of Ms. Adams is reasonable for a law clerk with her level of experience working under the direct supervision of an experienced lawyer.
12. At this point in time, the total fees billed by my firm are \$95,008.50. Although we have a contingent fee agreement with Plaintiffs, it is our firm's practice to keep track of the number of hours we have worked on the case. It was necessary for us to prepare an effective case regarding Plaintiffs' claims and class certification. In my opinion, the total fees incurred of \$95,008.50 were reasonable and necessary.
13. My opinions, to date, and these derived with further analysis, are and will be based upon my training and experience as a lawyer, and analysis of various other factors. With regard to my training as a lawyer, I graduated from Texas Tech University School of Law in 1986. I started my practice in Dallas with the firm of Thompson & Knight, and joined Jenkens & Gilchrist in Austin at the end of 1986, working directly under Terry Scarborough. I worked in the civil litigation section of Jenkens & Gilchrist from 1986 until 1993, when I left Jenkens & Gilchrist with Terry Scarborough to form our own law firm. During my career as an attorney, I have focused my practice almost exclusively on civil litigation. I have handled multiple cases, both from the plaintiff and defendant sides. I have provided testimony, previously as an expert witness, in state court, and make it a general practice to keep abreast of the legal fees being charged by my peers and colleagues.
14. I am familiar with the Rule 1.04 factors and the factors in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974), and believe the applicable factors expressed in that case and Rule 1.04 support the opinions that I expect to express. Specifically, I analyzed the time and labor and believe that the time spent by Ms. Lucio, Ms. Peña, Ms. Adams, Ms. Blair, and me was required, reasonable and necessary. During the proceedings of this case, I also analyzed and was conscientious of the possibility of duplication of effort and attempted to avoid such incidences where possible. I did not highlight certain time to avoid non-substantive time being charged.
15. It is my opinion that the time and labor incurred was necessary and reasonable. At all times we have attempted to handle these matters in a professional manner, abiding by the Texas Lawyer's Creed, and striving to prepare a work product that was commensurate with the sophistication of the case. It is my opinion that we are meeting the level of skill necessary to handle this case.
16. In my opinion, our firm works very hard to maintain a reputation in this community and to maintain its professional ability at the highest level. I believe these are appropriate factors to consider in setting a reasonable fee. In my opinion, the fees and expenses

charged in this case would be customary for any other lawyer of similar experience and skill.

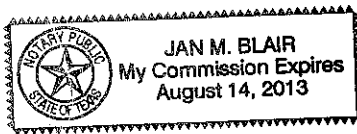
17. Based upon all of these factors, I believe the fees that have been incurred thus far are reasonable.


FURTHER AFFIANT SAYTH NOT.



Geoffrey D. Weisbart

SUBSCRIBED AND SWORN TO BEFORE ME on this 29th day of September, 2011.





Notary Public in and for the State of Texas