IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,	:	
	:	Civil Action File No.
Plaintiff,	:	1:12-CV-1996-TWT
v.	:	
	:	
BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC,	:	
	:	
Defendants.	:	

MOTION BY RECEIVER FOR APPROVAL OF SETTLEMENT AND MEMORANDUM OF LAW IN SUPPORT THEROF

COMES NOW, S. Gregory Hays, the Receiver (the "Receiver") for Lighthouse Financial Partners, LLC ("Lighthouse"), Defendant in the above captioned Civil Action, pursuant to an Order of this Court entered on July 2, 2012, appointing the Receiver (Docket No. 11, the "Appointment Order"), by and through counsel, and hereby files this Motion (the "Motion") for approval of the settlement (the "Settlement") by and between the receivership estate of Lighthouse (the "Receiver Estate") and Janice Cooley ("Cooley") (collectively, the Receiver and Cooley are the "Parties") and memorandum of law in support thereof and respectfully shows the Court as follows:

A. BACKGROUND

1. Pursuant to the Appointment Order, the Receiver was appointed by this Court to administer the assets of the Receiver Estate.

2. Section III of the Appointment Order grants the Receiver broad powers and rights to efficiently administer and manage the Receiver Estate, including, but not limited to, the exclusive right and power "to pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receiver Estate."

3. After the entry of the Appointment Order, the Receiver investigated the transfers to and from Lighthouse and identified certain investors who obtained a profit from the fraudulent scheme perpetuated through Lighthouse.

4. Based on the investigation of the Receiver, the Receiver asserted that: a) Cooley issued a check payable to an entity called Technology By Design ("TBD"); b) Cooley received payments from Lighthouse as a result of the investment in TBD; and c) the payments by Lighthouse to Cooley related to the investment by Cooley in TBD are recoverable by the Receiver for the benefit of the Receiver Estate as fraudulent transfers (the "Transfers").

5. After receiving the demand by the Receiver for the repayment of the Transfers, Cooley asserted various defenses and denied liability to the Receiver Estate for the return of the Transfers.

6. On May 9, 2014, the Receiver filed with the Court a complaint against Cooley to avoid and recover the full amount of the Transfers (Ancillary Proceeding No. 1:14-cv-01420-TWT, the "Ancillary Proceeding").

B. TERMS OF COMPROMISE AND SETTLEMENT

7. Following good faith negotiations and a review by the Receiver of the defenses asserted by Cooley, relevant authority, and other relevant information, the Receiver has determined that the entry, subject to approval by the Court, of the Settlement Agreement (the "Settlement Agreement") by and between the Receiver Estate and Cooley attached hereto as Exhibit "A" and incorporated herein by reference is in the best interests of the Receiver Estate.

8. Pursuant to the Settlement Agreement: a) Cooley shall pay the amount of Two Thousand, Seven Hundred and Fifty Dollars ($2,750.00) (the "Settlement Payment") to the Receiver for the benefit of the Receiver Estate; b) the Parties shall exchange mutual general releases; and c) after approval of the Settlement Agreement, the Receiver shall file or seek a voluntary dismissal with prejudice of the Ancillary Proceeding if the Approval Order does not already resolve the Ancillary Proceeding.

9. In the event that there is a conflict between the terms of the Settlement Agreement and the averments of this Motion, such conflict shall be construed as provided in the Settlement Agreement that is attached hereto as Exhibit A.

C. RELIEF REQUESTED

10. The Receiver has evaluated the facts, relevant case law, and the practicalities and contends that the proposed compromise and settlement described herein and detailed in the Settlement Agreement is in the best interest of the Receiver Estate and the creditors thereof.

11. The Receiver requests an Order of this Court that: a) approves the Settlement Agreement attached hereto; b) authorizes the Receiver to enter the Settlement Agreement and provide the releases contained in the Settlement Agreement; and c) after approving the Settlement Agreement, dismisses the Ancillary Proceeding.

12. If no objections are filed to this Motion, the Receiver requests that the Court grant this Motion without a hearing.

13. In the event that an objection is filed to this Motion, the Receiver requests that the Court schedule a hearing to resolve any outstanding issues and approve the proposed Settlement.

D. BASIS FOR RELIEF

14. The proposed Settlement Agreement between the Parties: a) was obtained in good faith; b) is a compromise of matters within the duties of the Receiver as set forth in the Appointment Order; and c) was agreed to without misconduct, gross negligence, or criminal intent and, as such, should be approved by the Court.

15. Under the terms of the Settlement Agreement, conditioned upon approval of the Court, the Receiver Estate would receive a significant recovery. In the business judgment of the Receiver, the proposed Settlement Agreement is in the best interests of the Receiver Estate and provides a favorable recovery without the burden and expense of protracted litigation against Cooley.

16. "The standard for determining whether a proposed settlement should be approved, is whether the settlement is 'fair, reasonable and adequate.'" *In re Mid-Atlantic Toyota Antitrust Litigation*, 605 F. Supp. 440, 442 (D. Md. 1984) (*citing and quoting Manual on Complex Litigation* § 1.46 at 56-57 (5th ed. 1982).

17. The Court may consider the opinion of the Receiver when determining whether a proposed settlement is fair and equitable. *See Interlachen Harriet Invs. Ltd. v. Kelley (In re Petters Co.)*, 455 B.R. 166, 176-7 (B.A.P. 8th Cir. 2011).

18. When determining whether a proposed settlement is within the range of reasonableness, the Court may, among potentially other factors, consider: a) the

probability of success in the litigation; b) the difficulties, if any, to be encountered in the matter of collection; c) the complexity of the litigation involved, and the expense, inconvenience, and delay; and d) the paramount interests of the creditors of the Receiver Estate. *See Drexel v. Loomis*, 35 F.2d 800, 806 (8th Cir. Neb. 1929); *see also, In re Carragher*, 249 B.R. 817 (Bkrtcy N.D.Ga. 2000); *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544 (11th Cir. 1990), *cert. denied*, 498 U.S. 959, 111 S.Ct. 387, 112 L.Ed.2d 398 (1990). The preceding factors attempt to balance a potential settlement against the probable costs and benefits of continuing to pursue claims and defenses. Under the current circumstances, each factor supports approval of the Settlement Agreement. With respect to the individual factors, the Receiver respectfully shows as follows:

(a) **Probability of success on merits:** The Parties concede that the probability of success in the Ancillary Proceeding is uncertain. The Receiver contends that the claims against Cooley are factually supported and legally strong; however, documentation and defenses by Cooley could result in a verdict for Cooley. Because litigation in the Ancillary Proceeding would be a time consuming and expensive proposition that potentially may not be determined in favor of the Receiver Estate, an early settlement without the expense of

litigation is of substantial benefit to the Receiver Estate and weighs in favor of approval of the Settlement Agreement.

(b) **Difficulties, if any, to be encountered in the matter of collection:** The ability of a defendant to pay any subsequent judgment is an appropriate and practical consideration in determining whether a proposed settlement is reasonable. Because Cooley has limited resources, expensive and time consuming litigation may result in a judgment that the Receiver would not be able to collect from Cooley. In addition, the resources of Cooley may erode even further in litigation seeking a judgment for the full amount of the Transfers. Although the Receiver Estate is currently administratively solvent, the recovery of the Settlement Payment is necessary to assist in the further liquidation and administration of the Receiver Estate. Accordingly, the early and voluntary collection of the Settlement Payment will benefit the Receiver Estate by likely increasing the amount of funds available for distribution and result in this factor favoring approval of the Settlement Agreement.

(c) **Complexity of Litigation, Expense, Inconvenience and Delay**: The complexity of the litigation and the expense, inconvenience, and delay involved in litigating the Transfers weigh in favor of settlement. The Settlement Payment will provide immediate funds for the benefit of the

Receiver Estate without the Receiver Estate incurring additional and potentially substantial litigation expenses. Since the Settlement Agreement provides the Receiver Estate with funds that the Receiver Estate may not otherwise receive, recovering the Settlement Payment in an efficient manner pursuant to the Settlement Agreement rather than litigating further for a minimal gain is in the best interests of the Receiver Estate. Continued prosecution of the Ancillary Proceeding will be expensive to both of the Parties due to the costs attendant to conducting depositions, calling witnesses and experts, and litigating the Ancillary Proceeding to a verdict that may not be in favor of the Receiver Estate. It is not inconceivable that, if pursued, litigation expenses/costs would approach twenty-five thousand dollars ($25,000) for each of the Parties.

(d) **Deference to the Reasonable Views of Creditors**: Creditors of the Receiver Estate should support the Settlement Agreement since the Settlement Agreement will enhance the possibility and amount of any distribution to creditors generally by minimizing the risks, costs, and delay of litigation and costs and risks of collection while allowing the Receiver Estate to recover the Settlement Payment.

19. The Receiver contends that: a) the Settlement Agreement is fair, equitable, and reasonable; and b) the net recovery by the Receiver Estate would not be increased materially by the expenditure of additional funds to obtain a judgment. Furthermore, the Settlement Agreement minimizes the burdens on the Court and Cooley, who want to resolve the claims against Cooley fairly and promptly. In summary, the Settlement Agreement provides an immediate and concrete benefit to the Receiver Estate in a fair and efficient manner.

E. NOTICE

20. The Receiver requests that this Motion be granted after notice of the Motion is sent to such creditors and parties in interest as have requested notice or have made an appearance in this Receivership and, if an objection is made to the Settlement Agreement, after a hearing on this Motion. If no objection to the Settlement Agreement or Motion is filed, the Receiver also requests that the Court approve and authorize the entering of the Settlement Agreement as proposed by the Receiver.

WHEREFORE, following lawful notice to all creditors and parties-in-interest as ordered by this Court and an opportunity to be heard, the Receiver prays that this Court:

(a) Grant this Motion;

(b) Approve the Settlement Agreement;

(c) Authorize the Receiver to enter and execute the Settlement Agreement attached to this Motion and exchange the releases as contained in the Settlement Agreement and any other documents necessary to effectuate the Settlement Agreement;

(d) Approve in all respects the compromise and settlement between the Receiver and Cooley as contained in the Settlement Agreement attached to this Motion;

(e) After approving the entry of the Settlement Agreement, dismiss the Ancillary Proceeding;

(f) Enter an Approval Order (the "Approval Order"), similar in form to the Approval Order attached hereto as Exhibit "B" and incorporated herein by reference, granting the relief requested herein; and

(g) Grant such other and further relief as is just and appropriate under the circumstances.

Respectfully submitted, this 10th day of June, 2014.

/s/
James C. Frenzel
Georgia Bar No. 276830
Counsel for S. Gregory Hays, Receiver for
Lighthouse Financial Partners, LLC, Defendant

Of Counsel:
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SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement (the "Agreement") is entered into as of the 4th day of June, 2014 (the "Execution Date"), by and between S. Gregory Hays, not individually, but as Receiver (the "Receiver") for Lighthouse Financial Partners, LLC ("Lighthouse"), and Janice Cooley ("Cooley") (collectively, the Receiver and Cooley are the "Parties").

WITNESSETH

WHEREAS, on June 9, 2012, the United States Securities and Exchange Commission filed a civil enforcement action in the United States District Court for the Northern District of Georgia (the "Court"), styled *Securities and Exchange Commission v. Benjamin Daniel DeHaan ("DeHaan") and Lighthouse Financial Partners, LLC,* Civil Action File No. 1:12-CV-1996-TWT (the "Enforcement Action");

WHEREAS, in the Enforcement Action, the Court appointed the Receiver, created the Receiver Estate (the "Receiver Estate"), and authorized the Receiver to "pursue, resist and defend all suits, actions, claims and demands which may now be pending or which may be brought by or asserted against the Receiver Estate;"

WHEREAS, DeHaan has been criminally prosecuted, pled guilty to one count of wire fraud stemming from the operation of a fraudulent investment scheme through Lighthouse, and is currently serving his sentence in Federal prison;

WHEREAS, Cooley was an investor with Lighthouse and/or entities associated with DeHaan and/or Lighthouse without knowledge of the operation of Lighthouse as a fraudulent investment scheme by DeHaan;

WHEREAS, the Receiver contends that: 1) Cooley issued a check in the amount of $20,000 payable to an entity called Technology By Design ("TBD"); 2) received payments from

Lighthouse in the total amount of $23,386.00 as a result of the investment in TBD; and 3) the payments by Lighthouse to Cooley related to the investment by Cooley in TBD are recoverable by the Receiver for the benefit of the Receiver Estate as fraudulent transfers (the "Transfers");

WHEREAS, on May 9, 2014, the Receiver filed with the Court a complaint against Cooley to avoid and recover the full amount of the Transfers (Ancillary Proceeding No. 1:14-cv-01420-TWT, the "Ancillary Proceeding");

WHEREAS, Cooley denies any liability to the Receiver Estate and contends that Cooley has meritorious defenses in the Ancillary Proceeding;

WHEREAS, the Parties recognize that litigation is often expensive and time-consuming, and that the results of litigation are often difficult to predict with accuracy;

WHEREAS, following good faith negotiations, the Parties entered into this Agreement, subject to approval by the Court, to settle, compromise, and fully resolve any and all disputes between the Parties, including the claims by the Receiver Estate against Cooley for the Transfers, in accordance with the terms set forth herein (the "Settlement");

WHEREAS, the Parties agree that: 1) this Agreement is entered into by the Receiver subject to approval of the Court in the Enforcement Action; and 2) the Receiver will file a motion seeking an order of the Court in the Enforcement Action (the "Approval Order") that: a) authorizes the Receiver to provide the releases contained in this Agreement; b) approves and authorizes the Receiver to enter into this Agreement; and c) authorizes the Receiver to seek the dismissal of the Ancillary Proceeding;

WHEREAS, based on his review of available information, the Receiver has determined that the terms of settlement and compromise set forth herein are in the best interests of the Receiver Estate; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment to the Receiver.** Within ten (10) business days of the date of this Agreement, Cooley shall pay the Receiver the amount of Two Thousand, Seven Hundred and Fifty Dollars ($2,750.00) (the "Settlement Payment"). The Settlement Payment shall be held by the Receiver pending the entry of the Approval Order and retained by the Receiver Estate upon the entry of the Approval Order by the Court.

2. **Dismissal of Ancillary Proceeding**. Within ten (10) business days of the entry of the Approval Order, the Receiver shall file or seek a voluntary dismissal with prejudice of the Ancillary Proceeding if the Approval Order does not already resolve the Ancillary Proceeding.

3. **No Admission of Liability**. The Parties understand that this Settlement is a compromise of disputed claims and that the Settlement Payment made hereunder is not to be construed as an admission of any liability for any wrongful conduct or any other liability.

4. **Consideration**. In full and final resolution of any and all claims between the Receiver Estate and Cooley, Cooley shall provide the Receiver with and/or cause the transfer to the Receiver of full possession and control of the Settlement Payment and the Ancillary Proceeding shall be dismissed with prejudice.

5. **Effective Date.** This Agreement and the execution thereof by the Receiver are not binding upon the Receiver or the Receiver Estate until the next business day after the entry of the Approval Order.

6. **Claim(s) of Cooley.** Cooley hereby waives any right that Cooley may have to file a claim for the amount of the Settlement Payment or as to any other claims asserted by

Cooley against Lighthouse, the Receiver Estate, and/or the Receiver.

7. **Release of Cooley.** Effective and conditioned upon receipt by the Receiver of the full amount of the Settlement Payment and entry of the Approval Order, the Receiver, on behalf of the Receiver Estate, his successors, and assigns hereby forever releases, discharges and acquits Cooley, her successors, heirs, agents, attorneys and assigns, from any and all claims, demands or causes of action that the Receiver Estate may now have or which may hereafter accrue on account of, in connection with, or which in any way may grow out of the claims that are the subject of this Agreement, specifically including, but not limited to, any investment or purported investment by Cooley in TBD, or related to any transfers between Cooley and Lighthouse and/or its related entities, including without limitation any claim for funds that were paid by Lighthouse to Cooley related to any investments or purported investments of Cooley, provided, however, that the rights and obligations incident to this Agreement shall not be released and/or discharged.

8. **Release of Receiver and Receiver Estate.** Effective and conditioned upon receipt by the Receiver of the full amount of the Settlement Payment and entry of the Approval Order, Cooley hereby releases, discharges and acquits the Receiver, his employees, agents, professionals, attorneys and assigns, as well as the Receiver Estate, from any and all claims, demands or causes of action that Cooley may now have or which may hereafter accrue on account of, in connection with, or which in any way may grow out of the claims that are the subject of this Agreement, specifically including, but not limited to, any investment or purported investment by Cooley in TBD, or related to any transfers between Cooley and Lighthouse and/or its related entities, including without limitation any claim for funds that were paid by Lighthouse to Cooley related to any investments or purported investments of Cooley, provided, however, that the rights and

obligations incident to this Agreement shall not be released and/or discharged.

9. **Termination.** In the event that the Court denies approval of this Agreement, this Agreement shall terminate and be null and void and of no further force or effect, the Settlement Payment shall be returned by the Receiver within ten (10) business days of the entry of an order denying approval of this Agreement, and the Parties shall be restored to their respective factual and legal positions that existed immediately prior to the execution of this Agreement.

10. **Full Resolution**. Effective and conditioned upon receipt by the Receiver of the full amount of the Settlement Payment and entry of the Approval Order, this Settlement is intended to fully resolve and settle all claims between the Parties that exist, whether known or unknown at this time, and that could have been asserted by the Parties. Except for the rights and obligations arising out of this Agreement, the Parties hereby relinquish all claims against each other, whether or not now known, and the Parties hereto expressly waive any and all rights and benefits conferred upon them other than as set forth in this Agreement.

11. **Waiver**. The Parties acknowledge that the laws of some jurisdictions prohibit a settlement agreement from extending to claims that a party neither knows nor expects to exist in its favor at the time of executing the release, but which if known to that party might have materially affected settlement, and both of the Parties hereto waive such rights under any such provision of law, whether imposed by statute, common law, or otherwise.

12. **Fees and Costs**. The Parties shall each bear their respective attorneys' fees and costs relating to the costs associated with the settlement negotiations leading up to this Agreement and with regard to any cause of action hereby settled and released and the implementation of this Agreement. However, if any action is commenced by any Party hereto to enforce the provisions of this Agreement, the prevailing Party shall be entitled to an award, in

addition to any other claims or damages, of its costs and expenses including attorneys' fees, in connection with said action. Any such action must be asserted in the Enforcement Action. If the action cannot be asserted in the Enforcement Action, the Parties agree that the Court shall have exclusive jurisdiction over the action. If for any reason the Court declines jurisdiction, any action to enforce this Agreement may be brought in any court of competent jurisdiction.

13. **Choice of Law**. This Agreement is made under and shall in all respects be governed and interpreted by the laws of the State of Georgia.

14. **Severability**. The provisions of this Agreement are severable and the invalidity of any part or portion of this Agreement shall not affect the validity of any other provision.

15. **Warranty of Capacity to Execute Agreement**. The Parties represent and warrant that they have or will have upon the entry of the Approval Order the right, power, legal capacity, and authority to enter into and perform their obligations under this Agreement.

16. **Modification**. This Agreement may not be revised, superseded or otherwise modified or amended in whole or in part, except in a written document that: a) explicitly refers to this Agreement; b) states explicitly therein that the writing is intended to modify this Agreement; and c) is signed by both Parties.

17. **Merger and Integration Clause**. This Agreement constitutes the entire, complete, integrated agreement between the Receiver and Cooley pertaining to the subject matter contained herein and, except as otherwise set forth herein, supersedes all prior and contemporaneous agreements, negotiations, discussions, representations, and understandings between the Parties of any sort whatsoever, whether oral or written, concerning the subject matter of this Agreement.

18. **Tolling of Response Period in Ancillary Proceeding**. The Parties agree and acknowledge that the time period for Cooley to initially respond or otherwise plead with regard to the complaint filed in the Ancillary Proceeding effective as of the date of this Agreement shall be tolled and extended until such time as ten (10) business days after the earlier of the date that: a) this Agreement has been approved by the Court and fully implemented by and between the Parties; or b) the Court enters an order denying approval of this Agreement.

19. **Filing of Agreement**. Cooley agrees that the Receiver may file this Agreement in the Enforcement Action incident to seeking approval of the Court for the Settlement contained herein.

20. **Additional Provisions**.

(a) The titles of the sections in this Agreement are for reference only, and shall not be considered to be part of this Agreement for purposes of its construction or interpretation.

(b) This Agreement shall be binding upon and shall inure to the benefit of each of the Parties hereto, and each of their respective heirs, successors, agents and assigns, provided, however, that no party shall be relieved of any obligation under this Agreement by virtue of any assignment of its rights hereunder, except to the extent the obligations hereunder are actually performed by such assignee.

(c) The Parties warrant and represent that: i) this Agreement is the product of arm's-length negotiations between the Parties; ii) the Parties have been or had an opportunity to be represented by counsel of their choosing in connection with the negotiation and execution of this Agreement; iii) the Parties have

discussed or had an opportunity to discuss this Agreement with their attorneys; iv) the Parties have carefully read and fully understand all of the provisions of this Agreement; and v) the Parties are entering into this Agreement voluntarily and with full knowledge of the effects hereof.

(d) In the interpretation and construction of this Agreement, no account shall be taken of which among the Parties was the originator or drafter of this Agreement, or of any of its specific provisions.

(e) This Agreement may be executed and delivered in two or more counterparts, which when so executed and delivered shall constitute one and the same instrument and shall be enforceable as if all Parties had executed a single document. Each Party may sign a separate signature page. Faxed or electronic signature pages delivered to the other Parties shall be treated the same as original signature pages and shall bind the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.

[Signatures on following page]

S. GREGORY HAYS, RECEIVER FOR LIGHTHOUSE FINANCIAL PARTNERS, LLC

S. Gregory Hays, not individually, but as Receiver for Lighthouse Financial Partners, LLC

JANICE COOLEY

Janice Cooley

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,	:	
	:	Civil Action File No.
Plaintiff,	:	1:12-CV-1996-TWT
v.	:	
BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC,	:	
Defendants.	:	

ORDER GRANTING MOTION BY RECEIVER FOR APPROVAL OF SETTLEMENT

S. Gregory Hays, the Receiver (the "Receiver") for Lighthouse Financial Partners, LLC ("Lighthouse"), Defendant in the above captioned Civil Action filed a Motion (the "Motion") for approval of a Settlement Agreement[1] by and between the receivership estate of Lighthouse (the "Receiver Estate") and Janice Cooley ("Cooley") (collectively, the Receiver and Cooley are the "Parties") and memorandum of law in support thereof. The Receiver has also filed with the Court a complaint against Cooley seeking the recovery of certain funds (Ancillary Proceeding No. 1:14-cv-01420-TWT, the "Ancillary Proceeding"). The Ancillary

[1] All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Motion.

Proceeding is to be resolved incident to the Settlement Agreement. Following notice to all creditors and parties in interest entitled to notice, no objection was filed in opposition to the Motion. After thorough consideration of the Motion, the Settlement Agreement, and the record in this Receivership, this Court finds that: 1) notice of the Motion and the opportunity for a hearing on the relief sought in the Motion has been properly given to all creditors and parties in interest; 2) the approval of the Settlement Agreement as between the Parties is in the best interests of the Receiver Estate and all parties in interest; and 3) upon approval of the Settlement Agreement, the Ancillary Proceeding shall be dismissed with prejudice. Accordingly, for good cause shown, it is hereby:

ORDERED, that the Motion is GRANTED, the Settlement Agreement is APPROVED, and that entry by the Receiver into the Settlement Agreement attached to the Motion on file with the Court should be authorized and is proper; and it is further

ORDERED, that terms of the compromise and settlement between the Receiver and Cooley as contained in the Settlement Agreement attached to the Motion are APPROVED; and it is further

ORDERED, that the Receiver is hereby granted the authority to take any and all steps necessary to consummate the compromise and settlement as set forth in

the Settlement Agreement attached to the Motion and as herein approved, including, but not limited to the exchange of mutual releases as detailed in the Settlement Agreement and the execution and exchange of such other and further documents to effectuate the Settlement Agreement approved by this Court; and it is further

ORDERED, that, after the entry of this Order approving the Settlement Agreement, the Ancillary Proceeding shall be dismissed with prejudice.

IT IS SO ORDERED, this ____ day of _____, 2014.

_____

THOMAS W. THRASH, JR., Judge
United States District Court
Northern District of Georgia

CERTIFICATE OF COMPLIANCE

This is to certify that to the best of my knowledge this document has been prepared with one of the font and point selections approved by the Court in LR 5.1B, pursuant to LR 7. Specifically, the above-mentioned document has been prepared using Times New Roman font, 14 point.

This 10th day of June, 2014.

Respectfully submitted,

/s/

James C. Frenzel
Georgia Bar No. 276830
Counsel for S. Gregory Hays, Receiver for Defendant, Lighthouse Financial Partners, LLC

Of Counsel:
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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,	:	
Plaintiff,	:	Civil Action File No. 1:12-CV-1996-TWT
v.	:	
BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC	:	
Defendants.	:	

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the MOTION BY RECEIVER FOR APPROVAL OF SETTLEMENT AND MEMORANDUM OF LAW IN SUPPORT THEROF in a sealed envelope by first class mail with postage adequate to insure delivery to:

Edward G. Sullivan, Esq.
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This 10th day of June, 2014.

Respectfully submitted,

/s/
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Of Counsel:

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