

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

DIGITAL MEDIA SOLUTIONS, LLC, ) CASE NO. 1:19-cv-00145  
)  
Plaintiff, ) JUDGE DAN AARON POLSTER  
)  
v. )  
)  
SOUTH UNIVERSITY OF OHIO, LLC, )  
et. al., )  
)  
Defendants. )

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RECEIVER’S MOTION FOR ENTRY OF ORDER APPROVING  
SETTLEMENT AND COMPROMISE BY AND AMONG THE RECEIVER,  
ALL DCEH LIABILITY INSURANCE POLICY CARRIERS AND ALL  
INSUREDS UNDER THOSE POLICIES

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Mark E. Dottore, the duly appointed and acting receiver (the “**Receiver**”) for the Receivership Entities,<sup>1</sup> by and through undersigned counsel, in support of this motion (the “**Motion**”) respectfully states as follows:

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<sup>1</sup> The “**Receivership Entities**” include (i) South University of Ohio LLC; (ii) Dream Center Education Holdings, LLC; (iii) The DC Art Institute of Raleigh-Durham LLC; (iv) the DC Art Institute of Charlotte LLC; (v) DC Art Institute of Charleston, LLC; (vi) DC Art Institute of Washington LLC; (vii) The Art Institute of Tennessee - Nashville LLC; (viii) AiTN Restaurant LLC; (ix) The Art Institute of Colorado LLC; (x) DC Art Institute of Phoenix LLC; (xi) The Art Institute of Portland LLC; (xii) The Art Institute of Seattle LLC; (xiii) The Art Institute of Pittsburgh, DC LLC; (xiv) The Art Institute of Philadelphia, DC, LLC; (xv) DC Art Institute of Fort Lauderdale LLC; (xvi) The Illinois Institute of Art LLC; (xvii) The Art Institute of Michigan LLC; (xviii) The Illinois Institute of Art at Schaumburg LLC; (xix) DC Art Institute of Phoenix, LLC, and its direct subsidiaries (xx) the Art Institute of Las Vegas LLC; (xxi) the Art Institute of Indianapolis, LLC; (xxii) AiIN Restaurant LLC; (xxiii) Dream Center Argosy; (xxiv) University of California LLC, and its direct subsidiaries; (xxv) Argosy Education Group LLC; (xxvi) Dream Center Education Management LLC; and (xxvii) South University of Michigan LLC. See Order Appointing Receiver (“**Initial Receiver Order**”) [ECF No. 8] at 3-4; see also Order Clarifying Order Appointing Receiver (“**Clarifying Receiver Order**”) [ECF No. 14] at 1 (removing AU Student Funding, LLC as a “Receivership Entity”). All capitalized terms not initially defined in this Motion shall have the same meaning(s) as defined later in this Motion; and all capitalized terms not otherwise defined in this Motion, shall have the same meaning(s) as ascribed in the Settlement Agreement. In the event of any inconsistency between the terms of the Settlement Agreement and this Motion, the Settlement Agreement shall control.

## I. RELIEF REQUESTED

1. The Receiver requests entry of an order, substantially in the form attached hereto as Exhibit A (the “**Settlement Order**”) (a) approving that certain Settlement Agreement (“**Settlement Agreement**”),<sup>2</sup> entered into by and among the Parties<sup>3</sup> a copy of which is attached hereto as Exhibit B.

## II. BACKGROUND

### A. Receivership

2. On January 8, 2019, Digital Media Solutions, LLC (“**Digital Media**”) filed a receivership Complaint against South University of Ohio, LLC, a/k/a DC South University of Ohio, LLC, d/b/a South University, Dream Center Education Holdings, LLC (“**DCEH**”), and Argosy Education Group, LLC, in the United States District

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<sup>2</sup> The Settlement Agreement remains subject to the Insurer’s review and approval, and may be amended or supplemented, as necessary, prior to the hearing on this Motion.

<sup>3</sup> The Parties to the Settlement Agreement are as follows: the RECEIVER, as the federal equity receiver, custodian and liquidator for the Receivership Entities; THE DREAM CENTER FOUNDATION, and its former and current officers, directors, managers, members, employees, agents, and affiliates (collectively, “**DCF**”); BRENT RICHARDSON (“**B. Richardson**”); CHRISTOPHER RICHARDSON (“**C. Richardson**”); JOHN CROWLEY (“**Crowley**”); CHAD GARRETT (“**Garrett**”); MONICA CARSON (“**Carson**”); MELISSA ESBENSHADE (“**Esbenshade**”); SHELLEY GARDNER (“**Gardner**”); MICHAEL LACROSSE (“**Lacrosse**”); RANDALL BARTON (“**Barton**”); SHELLY MURPHY (“**Murphy**”); ROB PAUL (“**Paul**”); DEBBI LANNON-SMITH (“**Lannon-Smith**”); STACEY SWEENEY (“**Sweeney**”); PASTOR MATTHEW BARNETT (“**Barnett**”); TIMOTHY SLOTTOW (“**Slottow**”); RUFUS GLASPER (“**Glasper**”); JACK DEBARTOLO (“**DeBartolo**”); CYNTHIA BAUM (“**Baum**”); and JAMES TERRELL (“**Terrell**”); NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. (“**National Union**”); EVEREST NATIONAL INSURANCE COMPANY (“**Everest**”); STARR INDEMNITY AND LIABILITY COMPANY (“**Starr**”); LANDMARK AMERICAN INSURANCE COMPANY (“**Landmark**”). B. Richardson, C. Richardson, Crowley, Garrett, Carson, Esbenshade, Gardner, Lacrosse, Barton, Murphy, Paul, Lannon-Smith, Sweeney, Barnett, Slottow, Glasper, DeBartolo, Baum and Terrell are referred to herein collectively as the “**Ds&Os**,” and together with DCF and any and all other persons who are an “Insured” as defined in the Policies (as hereinafter defined) are collectively referred to herein as the “**Insureds**”; National Union, Everest, Landmark and Starr are hereinafter referred to as the “**Insurers**”. The Receiver, DCF, the Insureds and the Insurers are collectively referred to herein as the “**Parties**” or singularly as a “**Party**.”

Court, Northern District of Ohio (“**Court**”), thereby initiating the above-styled receivership case (“**Receivership**,” “**Receivership Estate**,” or “**Receivership Case**”).

3. On January 18, 2019, the Court entered the Initial Receiver Order [ECF No. 8], as clarified [ECF No. 14] and amended [ECF No. 150], appointing Mark E. Dottore as the Receiver of the Receivership Entities.

4. The Receivership remains open, including the stay orders issued therein, in order to allow the Receiver to resolve the Receiver’s Claims (defined below) against the Insureds.

#### **B. The Policies of Insurance**

5. Prior to the commencement of the Receivership, National Union issued a PortfolioSelect for Non-Profit Organizations liability insurance policy to DCEH under Policy Number 02-420-25-70 (the “**Primary Policy**”); and also issued a Side-A Edge excess insurance policy to DCEH, under Policy No. 02-42-25-71 (“**Side-A Policy**”) for the initial policy period from October 17, 2017 through October 17, 2018, as extended until April 17, 2019, along with a one-year Discovery Period following April 17, 2019. The Primary Policy included insurance coverage under National Union’s Fiduciary Liability Insurance Edge policy for Employee Benefit Plan Fiduciary Liability (the “**Fiduciary Coverage**”) (the Primary Policy and the Side-A Policy, including any and all declarations, amendments, supplements, and endorsements, and subject to all of the policies’ terms, conditions and exclusions, are referred to herein collectively as the “**AIG Policies**”).

6. DCEH also purchased four excess directors and officers (“**D&O**”) policies that provided additional limits of liability excess of the Primary Policy:

- i. Everest Zenith Excess Policy No. SCex00110-171 (the “**Everest Policy**”);
- ii. Starr Secure Excess Liability Policy No. 1000620558171 (the “**Starr Policy**”);
- iii. Landmark Excess Liability Policy No. HS674187 (the “**Landmark Policy**”); and
- iv. Ironshore Excess Liability Policy No. 003319500 (the “**Ironshore Policy**”).

The Everest Policy, the Starr Policy, and the Landmark Policy are hereinafter collectively referred to as the “**Excess Policies**” and the Excess Policies and the AIG Policies are hereinafter collectively referred to as the “**Policies**”). The Ironshore entity is expressly excluded from the Settlement Agreement because it made no contribution to the settlement.

7. The Policies generally provide certain coverage to protect and indemnify the Ds&Os in connection with Losses, including defense costs, judgments, and settlements, arising from particular types of claims that might be made against them in their capacity as directors or officers of one or more pre-Receivership Entities or in connection with investigations dealing with their roles as directors or officers of the pre-Receivership Entities.

8. Importantly, the Policies are “wasting” insurance policies; meaning the limits of coverage are reduced as defense costs are incurred.

9. The Policies are also written on a “claims made and reported” basis, and the claims made by the Receivership Estate against the Insureds and certain claims

identified below, are the only known timely claims remaining against the Policies.

**C. The Receiver's Claims and Specified Litigation and Potential Claims**

10. On July 8, 2020, the Receiver, by and through his counsel, Robert Glickman and Hugh Berkson, of the Law Firm of McCarthy Lebit Crystal Liffman, sent a confidential settlement demand letter to Special Settlement Counsel to DCF and the Ds&Os ("**Demand Letter**"), wherein the Receiver outlined his alleged claims against the Ds&Os. Subsequently, on October 6, 2023, the Receiver sent a draft complaint in a not-as-yet filed lawsuit styled Mark Dottore v. B. Richardson, et. al., Case No. \_\_\_\_ captioned for filing in the Maricopa County Superior Court, State of Arizona further articulating his claims against certain former DCEH Ds&Os (the "**Draft Complaint**"). The Demand Letter and the Draft Complaint are referred to collectively as the "**Receiver's Claims**").

11. The Receiver asserts there is merit to the Receiver's Claims against the Ds&Os, and the Ds&Os dispute the validity of any and all claims by the Receiver against them. The Ds&Os, through counsel, have informed the Receiver that they will assert numerous affirmative defenses against any action the Receiver may bring against them and will vigorously defend their position through summary judgment, and trial if necessary.

12. In addition to, or included in, the claims made by the Receiver on behalf of the Receivership Estate, certain other parties have made, or may make, claims against the Receivership Entities and/or the Insureds, including, without limitation, the following:

- (i) *Darlene Bolden, et al v. Argosy Education Group, LLC, et al*, Superior Court of the State of California, County of San Diego, Case No. 37-2018-00038876-CU-BT-CTL (“**Bolden Action**”);
- (ii) *Emmanuel Dunagan, et al. v. Illinois Institute of Art-Chicago, LLC, et al*, United States District Court, Northern District of Illinois (Eastern Division), Case No. 19-CV-809 (“**Dunagan Action**”);<sup>4</sup>
- (iii) *FSP Pacific Center, LLC v. Argosy Education Group, LLC*, Superior Court of the State of California, Orange County, Central Justice Center, Case No. 30-2019-01063136-CU-BC-CJC (“**FSP Action**”);
- (iv) George L. Miller (“**Trustee Miller**”), as Chapter 7 Trustee of the bankruptcy estate of *In re The Art Institute of Philadelphia, LLC, et al*, United States Bankruptcy Court for the District of Delaware, Case No. 18-11535,<sup>5</sup> or any subsequent trustee or

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<sup>4</sup> On February 13, 2019, the Court entered an Order [ECF No. 49] granting the Dunagan Plaintiffs’ Motion to Intervene in the Receivership Case, and the Dunagan Plaintiffs have actively participated in the Receivership Case.

<sup>5</sup> The debtors/entities included in the definition of Trustee Miller are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): American Education Centers, Inc. (6160); Argosy Education Group, Inc. (5674); Argosy University of California LLC (1273); Brown Mackie College - Tucson, Inc. (4601); Education Finance III LLC (2533); Education Management LLC (6022); Education Management II LLC (2661); Education Management Corporation (9571); Education Management Holdings II LLC (2529); Higher Education Services II LLC (3436); Miami International University of Art & Design, Inc. (1065); South Education – Texas LLC (2573); South University of Florida, Inc. (9226); South University of Michigan, LLC (6655); South University of North Carolina LLC (9113); South University of Ohio LLC (9944); South University of Virginia, Inc. (9263); South University, LLC (7090); Stautzenberger College Education Corporation (4675); TAIC-San Diego, Inc. (1894); TAIC-San Francisco, Inc. (9487); The Art Institutes International Minnesota, Inc. (6999); The Art Institute of Atlanta, LLC (1597); The Art Institute of Austin, Inc. (3626); The Art Institute of California-Hollywood, Inc. (3289); The Art Institute of California-Inland Empire, Inc. (6775); The Art Institute of California - Los Angeles, Inc. (4215); The Art Institute of California-Orange County, Inc. (6608); The Art Institute of California-Sacramento, Inc. (6212); The Art Institute of Charleston, Inc. (6048); The Art Institute of Charlotte, LLC (4912); The Art Institute of Colorado, Inc. (3062); The Art Institute of Dallas, Inc. (9012); The Art Institute of Fort Lauderdale, Inc. (0255); The Art Institute of Houston, Inc. (9015); The Art Institute of Indianapolis, LLC (6913); The Art Institute of Las Vegas, Inc. (6362); The Art Institute of Michigan, Inc. (8614); The Art Institute of Philadelphia LLC (7396); The Art Institute of Pittsburgh LLC (7441); The Art Institute of Portland, Inc. (2215); The Art Institute of Raleigh-Durham, Inc. (8031); The Art Institute of St. Louis, Inc. (9555); The Art Institute of San Antonio, Inc. (4394); The Art Institute of Seattle, Inc. (9614); The Art Institute of Tampa, Inc. (6822); The Art Institute of Tennessee-Nashville, Inc. (5359); The Art Institute of Virginia Beach LLC (2784); The Art Institute of Washington, Inc. (7043); The Art Institutes International II LLC (9270); The Illinois Institute of Art at Schaumburg, Inc. (3502); The Illinois Institute of Art, Inc. (3500); The Institute of Post-Secondary Education, Inc. (0283); The New England Institute of Art, LLC

successor of said bankruptcy estate, and including the respective debtors and their respective directors, officers, shareholders, managers, agents and members;

- (v) *Raymond Gonzales v. Education Management Corporation, et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-18-564745 (“**Gonzales Action**”);
- (vi) *Coleby Lombardo v. Dream Center Foundation, Inc. et al.* Superior Court of the State of California, County of Los Angeles, Case No. BC694492 (“**Lombardo Action**”);
- (vii) *Burge v. Education Management Corporation, et.al.* (United States District Court, Northern District of Georgia). Case No. 1:16-CV-04299-RWS, and any related arbitration (“**Burge Action**”);
- (viii) *Robert Gillman v. Dream Center Education Holdings, LLC, d/b/a The Art Institutes, d/b/a The Art Institute of Pittsburg*, United States District Court for the Northern District of Illinois Eastern Division, Case No. 1:18-cv-5844 (“**Gillman Action**”);
- (ix) *Tolani Akamo v. South University*, District Court of Williamson County, 368th Judicial District Court, Case No. 18-1167-C368 (“**Akamo Action**”);
- (x) *Vallerie Hancock v. Argosy University, Phoenix*, Case No. 18-009452, filed on or about September 13, 2018 with the Arizona Office of the Attorney General (“**Hancock Action**”);
- (xi) Thomas J. Perrelli, the Settlement Administrator appointed to monitor the compliance of Dream Center Education Holdings with consent judgments entered into in November 2015 with the Education Management Corporation (“EDMC”) and the Attorneys General of 39 states and the District of Columbia to resolve consumer-protection claims arising out of alleged unfair and deceptive practices at EDMC’s for profit educational institutions and all matters arising out of the consent judgments;
- (xii) U.S. Department of Labor, including, without limitation, any Notice of Intent To Take Action Letters sent to any of the

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(7798); The University of Sarasota, Inc. (5558); and Western State University of Southern California (3875).

- Insureds (“**DOL**”);
- (xiii) U.S. Department of Education (“**DOE**”);
  - (xiv) The various accrediting agencies of the Receivership Entities, including, without limitation, the Higher Learning Commission (“**Accrediting Agencies**”);
  - (xv) The Secured Lenders under: the Senior Secured Credit and Guarantee Agreement, dated as of October 17, 2017, by and among Dream Center Education Holdings, LLC, the Arts Institutes International, LLC, Dream Center South University, LLC, Dream Center Argosy University of California, LLC, and Dream Center Education Management, LLC, as borrowers, and Dream Center Foundation (“Parent”) and certain subsidiaries of the borrowers, as guarantors, the lenders party thereto from time to time, and U.S. Bank National Association, as administrative agent and collateral agent for the Secured Lenders, as amended, amended and restated, modified, supplemented, or otherwise modified from time to time and any ancillary documents, assignments or transfers related thereto; and, the Second Lien Guaranty dated as of October 17, 2017, made by each of the guarantors party thereto in favor of U.S. Bank National Association, as collateral agent for the Secured Lenders, as amended, amended and restated, modified, supplemented, or otherwise modified from time to time and any ancillary documents, assignments or transfers related thereto;
  - (xvi) The various taxing authorities, including but not limited to, the California Department of Tax and Fee Administration; the Illinois Department of Revenue; the Illinois Department of Employment Security; the Indiana Department of Revenue; the Kansas Department of Revenue; the Commonwealth of Kentucky Department of Revenue; the State of Maine Revenue Services; the State of Michigan, Department of Labor and Economic Opportunity, Unemployment Insurance Agency; the Minnesota Department of Revenue; the Missouri Department of Revenue, Taxation Division; the Missouri Department of Labor and Industrial Relations, Division of Employment Security; the Oklahoma Employment Security Commission; the Oregon Department of Revenue; and the Oregon Employment Department; the Pennsylvania Department of Labor & Industry; the Rhode Island Department of Labor and Training; the Wisconsin Department of Workforce Development, Division of Worker’s Compensation.



- (xvii) The various state and district attorney generals, including, but not limited to, the Attorney Generals of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin;
- (xviii) Claims by or on behalf of former employees of DCEH, DCF and/or other entity Insureds relating to, *inter alia*, layoffs and/or closure of individual campuses, offices or locations of DCEH and/or other entity Insureds;
- (xix) Claims by or on behalf of employee welfare benefit plans sponsored by DCEH, DCF and/or other entity Insureds, fiduciaries of such plans and/or plan participants or beneficiaries of such plans; and
- (xx) All creditors (or potential creditors) of the Receivership Estate, including but not limited to, claims by or on behalf of any government agency(ies), landlord(s), lender(s), former students, former employees and/or independent contractors.

The foregoing lawsuits and/or potential claims, together with any known or unknown claims or potential claims involving the Receivership Entities, DCF, the Ds&Os, and/or the Insureds that arise from, are related to, or derive from the Receivership Entities or transactions conducted with the Receivership Entities and potentially implicate the Policies, and any and all attorneys' fees, costs or expenses arising out of or related thereto are referred to collectively as the "**Specified Litigation and Potential Claims.**"

13. In addition to the Specified Litigation and Potential Claims, one of more of the Ds&Os sent notices of claim and/or notices of circumstances to one or more of the Insurers dated April 2019, August 2019, September 2019, and April 2020 (the

“**D&O Notices**”).

14. In connection with the Dunagan Action, certain students filed a class action case against certain Ds&Os as well as a claim against some of the Receivership Entities. The Dunagan Action is the subject of a separate settlement agreement by and between the Dunagan Plaintiffs and the Insurers (the “**Dunagan Settlement**”) in the amount of \$4,250,000.00 (the “**Dunagan Settlement Payment**”). Court approval of the Dunagan Settlement is required and is a condition precedent to the Settlement Payments (as described below).

15. The Specified Litigation and Potential Claims and all proposed third-party claims have been stayed by Orders of the Court [ECF Nos. 8, 14, 150] (“**Stay Orders**”) as against the Receivership Entities, but any action against DCF is not stayed because it is not a Receivership Entity.

#### **D. Settlement Agreement**

16. The Parties and their respective professionals have engaged in lengthy negotiations in an effort to resolve all claims the Receiver has identified or asserted or could assert against the Insureds, the Insurer, and the Policies, in any manner or that might implicate the Policies, including, without limitation, each of the potential claims identified in the Receiver’s Claims, the Specified Litigation and Potential Claims, the D&O Notices, and/or otherwise relating to the operations of the Receivership Entities and the Insureds, the Receivership Case, and/or any bankruptcy actions or other claim or action relating to the Receivership Entities, as more fully set forth in the Settlement Agreement including any and all

indemnification claims that arise from, are related to, or derive from the Receivership Entities or transactions involving or related to the Receivership Entities.

17. As a result of the Parties’ good-faith efforts, they successfully resolved their contested issues and entered into the Settlement Agreement, which is subject to this Court’s Final Orders<sup>6</sup> approving the Settlement and its component parts, *to wit*, the Medical Payment Plan and the Litigation Liquidation Trust (which are the subject of separate Motions filed with the Court) and a Final Order of the Illinois District Court approving the Dunagan Settlement.

18. The salient terms of the Settlement, as set forth in more detail in the Settlement Agreement, are summarized as follows:<sup>7</sup>

Agreed Settlement Provisions	Summary
Settlement Payment	<p><b>Consistent with, and subject to, the terms of the Settlement Agreement, the Insureds shall cause the Insurers to pay to the Receiver from the proceeds of the Policies the agreed Settlement Payments in the following amounts:</b></p> <p><b>a. <u>National Union</u> shall pay 100% of the Primary Policy’s Non-Profit Directors &amp; Officers Liability Coverage Section’s \$10,000,000 Limit of Liability in the sum of Five Million Two Hundred Eighty Nine Thousand One Hundred Seventy Eight and 71/100 Dollars (\$5,289,178.71) plus National Union agrees to contribute an additional Two Hundred Fifty Thousand Dollars</b></p>

<sup>6</sup> A “**Final Order**” means an order or judgment of a court that (i) has not been appealed, or (ii) if appealed has not been reversed, stayed, modified or amended as a result of such appeal and as to which the time to file any subsequent appeal has expired.

<sup>7</sup> Creditors and interested parties are encouraged to read the Settlement Agreement in its entirety. In the event of any inconsistency between the terms of the Settlement Agreement and this Motion, the Settlement Agreement shall control.

Agreed Settlement Provisions	Summary
	<p><b>(\$250,000.00) from the Primary Policy's Fiduciary Liability Insurance Edge Employee Benefit Fiduciary Liability Coverage Section towards the settlements for a total payment of Five Million Five Hundred Thirty Nine Thousand One Hundred Seventy Eight and 71/100 Dollars.</b></p> <p><b>b. <u>National Union</u> shall pay an additional Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) from the Primary Policy's Fiduciary Liability Insurance Edge Employee Benefit Fiduciary Liability Coverage Section allocated to the DOL Health Care Claims Resolution.</b></p> <p><b>c. <u>Everest</u> shall pay the sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00).</b></p> <p><b>d. <u>Starr</u> shall pay the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00).</b></p>
Additional Settlement Payments	<p><b>e. <u>B. Richardson and C. Richardson</u>, jointly and severally, shall pay the sum of Three hundred Thousand Dollars (\$300,000.00).</b></p> <p><b>f. <u>DFC</u> shall pay the sum of One Hundred Thousand Dollars (\$100,000.00).</b></p>
Broad General Releases	<p><b>The Parties shall provide complete releases from any and all claims including the Receiver's Claims, the Specified Litigation and Potential Claims and the D&amp;O Notices and any other causes of action, whether known or unknown, currently pending or which could be filed or asserted against one another.</b></p>
Release of Insurers and Policies	<p><b>Each of the Parties will release completely the Insurers and the Policies for the Receiver's claims. Nothing in the Settlement shall be construed to release the Insurer's obligations under the Settlement Agreement.</b></p>

The amounts described in subsections 18 a. through f. above shall hereinafter be referred to as the “**Settlement Payments**” and the individual payors identified as the “**Payors**”.

19. DCF has made valuable contributions to the Settlement that include the payment of the \$500,000.00 Retention requirement necessary to implicate the Primary Policy’s Liability Coverage Section. The Receiver did not have the funds to make this payment. Absent this payment, neither the Receiver nor any other person would have had access to the D&O Coverage Section. Moreover, DCF has continued to manage litigation against it that resulted solely from the filing of the Receivership yet was not subject to any stay. Had DCF not managed this litigation, then competing litigants that should have looked to the Receivership for their claims may have attempted to access the proceeds of the Policies prior to consummation of this Settlement thereby negatively affecting the ability of the Receiver to enter into this Settlement. Additionally, DCF and its directors and officers are Insureds and have a right to the Primary Policy proceeds for defense fees and expenses and potential indemnity obligations. DCF is willing to forego such rights as against the Primary Policy in order to allow the proceeds to fund the Settlement. Without such contributions, this Settlement may not be possible.

20. Within thirty (30) days of the execution of the Settlement Agreement, the settlement agreement pertaining to the Dunagan Settlement and the provision of payment information to the Payors, the respective Payors shall pay or cause to be paid the Settlement Payment into an interest bearing account (the “**Escrow Fund**”)

which shall be established and administered by the Receiver. All interest earned on the Escrow Fund shall inure to the benefit of the Receivership Estate alone. The Escrow Fund shall be released upon the following conditions precedent:

- i. Final Orders approving the Settlement, the Medical Payment Plan, the Liquidation Litigation Trust and the Dunagan Settlement;
- ii. An Order of this Court stating that all conditions precedent have been satisfied.

21. Upon satisfaction of the conditions precedent for the release of the Escrow Fund, the Escrow Officer shall pay to the Receiver and \$3,250,000 for the Health Care Claims Resolution and \$14,789,178.71 for the remaining Receiver's Claims and pay 4,250,000.00 as designated by the Dunagan Action plaintiffs for the settlement of those claims. The Receivership Estate is entitled to any interest earned on the Escrow Fund.

### **III. BASIS FOR REQUESTED RELIEF**

#### **A. Settlement**

22. This court has wide discretion when determining the fairness of a settlement. *See Liberte Capital Group, LLC v. Capwill*, 462 F.3d 543, 551 (6th Cir. 2006) (emphasizing that a district court administering an equity receivership has broad discretion). The terms of the Settlement here are fair and equitable, were negotiated in good faith, represent a compromise of matters within the duties of the Receiver, and the Settlement Agreement is consistent with and furthers the purposes of this Receivership. "The primary purpose of the equitable receivership is the marshaling of the estate's assets for the benefit of all aggrieved investors and other

creditors of the receivership entities.” *SEC v. Parish*, 2010 WL 8347143 (D.S.C. 2010) (citation omitted). Moreover, in administering the receivership, the District Court has broad discretion to effectuate the purpose of the Receivership. *United States v. Vanguard Inv. Co.*, 6 F.3d 222, 226-27 (4th Cir. 1993).

23. The Receiver respectfully submits that the Settlement Agreement is the culmination of the Receiver’s efforts to marshal the Receivership Estate’s assets for the benefit of the stakeholders of the Receivership Estate. Importantly, subject to the Court’s approval, the Settlement will (i) provide a significant, immediate cash benefit in the amount of \$14.789 million to the Receivership Estate, which will allow meaningful distributions to the Receivership Estate’s stakeholders; (ii) avoid the costs and uncertainty of protracted litigation of the Receiver Estate’s Claims against the Insureds, and the Specified Litigation and Potential Claims; (iii) eliminate significant claims and liabilities against the Receivership Estate; and (iv) help facilitate the long overdue closing of this complex Receivership.

24. While the Receiver believes the Claims have merit, the probability of success in litigating the Claims against the Insureds is uncertain at best, especially considering the defenses already raised by the Ds&Os in informal negotiations. The Claims involve complex factual and legal issues, all of which are contested by the Ds&Os. Litigation would require further investigation, discovery, retention of experts, preparation and prosecution of motions and preparation for trial. The Receiver estimates that rejecting the offer and Settlement Agreement and incurring the costs to litigate the Claims, coupled with the depletion of funds available from the

Policies, would net less to the Receivership Estate than the Settlement Payments. By contrast, approval of the Settlement Agreement will eliminate the risk of this uncertainty.

25. Moreover, because the Settlement Payments will be administered through the Liquidation Litigation Trust (which is or will be before the Court pursuant to the Receiver's Motion to Approve Liquidation Litigation Trust, Terminate Receivership, and Authorize Transfer of Assets to Liquidation Litigation Trust) and distributed to stakeholders with allowed claims against the Receivership Estate, the result will be far more fair and efficient than having the Receiver and other creditors (*i.e.*, claimants in the Specified Litigation and Potential Claims) compete for recoveries through the prosecution of multiple lawsuits against the Insureds in various jurisdictions.

26. Based on the foregoing, the Receiver respectfully submits that there is good and sufficient cause for the Court to approve the Settlement Agreement.

27. The Receiver respectfully submits that, based on the Court's inherent powers as a court of equity, this Court has the authority to approve the Settlement and releases.

#### **IV. NOTICE**

28. Notice of this Motion will be provided pursuant to the provisions of this Court's Order on the Receiver's Motion seeking approval of the form and manner of notice which is being filed contemporaneously herewith.



## V. CONCLUSION

29. For the reasons stated above, the Receiver respectfully submits that the Settlement meets the applicable legal standards for approval and is in the best interest of the Receivership Estate and its creditors and represents the exercise of the Receiver's sound and prudent business judgment. Moreover, subject to the Court's approval, the Settlement will avoid lengthy, burdensome, and expensive litigation, and bring substantial cash to this Estate.

**WHEREFORE**, the Receiver respectfully requests that this Court enter the Settlement Order, in substantially the form attached hereto as Exhibit A: (a) granting this Motion; (b) approving the terms of the Settlement Agreement; and (c) granting such other and further relief as the Court deems appropriate.

RESPECTFULLY SUBMITTED on October 10, 2024.

/s/ Mary K. Whitmer

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EXHIBIT A

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

	)	Case No. 1:19-cv-00145
DIGITAL MEDIA SOLUTIONS, LLC,	)	
Plaintiff	)	Judge Dan Aaron Polster
	)	
v.	)	
	)	
SOUTH UNIVERSITY OF OHIO, LLC, <i>et al.</i> )	)	
	)	
Defendants.	)	
	)	

**PROPOSED ORDER GRANTING RECEIVER’S MOTION FOR ENTRY OF  
ORDER APPROVING SETTLEMENT AND COMPROMISE BY AND AMONG  
THE RECEIVER, ALL DCEH LIABILITY INSURANCE POLICY CARRIERS  
AND ALL INSUREDS UNDER THOSE POLICIES**

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This matter came before the Court for hearing on \_\_\_\_\_ (“**Hearing**”) upon the *Receiver’s Motion for Entry of Order Approving Settlement and Compromise By and Among the Receiver, All DCEH Liability Insurance Policy Carriers and All Insureds Under those Policies* (“**Motion**”)<sup>1</sup> [ECF No. \_\_\_] filed by Mark E. Dottore, the duly appointed and acting Receiver for the Receivership Entities.<sup>2</sup> The Court having reviewed the Motion; considered the proffer of evidence

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion.

<sup>2</sup> The “**Receivership Entities**” include (i) South University of Ohio LLC; (ii) Dream Center Education Holdings, LLC; (iii) The DC Art Institute of Raleigh-Durham LLC; (iv) the DC Art Institute of Charlotte LLC; (v) DC Art Institute of Charleston, LLC; (vi) DC Art Institute of Washington LLC; (vii) The Art Institute of Tennessee - Nashville LLC; (viii) AiTN Restaurant LLC; (ix) The Art Institute of Colorado LLC; (x) DC Art Institute of Phoenix LLC; (xi) The Art Institute of Portland LLC; (xii) The Art Institute of Seattle LLC; (xiii) The Art Institute of Pittsburgh, DC LLC; (xiv) The Art Institute of Philadelphia, DC, LLC; (xv) DC Art Institute of Fort Lauderdale LLC; (xvi) The Illinois Institute of

by Receiver's counsel including the Declaration of Mark E. Dottore, Receiver, in Support of Motion for Entry of Order (1) Approving Global Settlement and Compromise Among Receiver and All Insureds [etc.] and its Exhibits (ECF Docket No. 742); heard argument of counsel, and taken judicial notice of the entire record in this case. Based on the foregoing, the Court makes the following Findings of Fact and Conclusions of Law:<sup>3</sup>

**A. The Settlement.** The Motion seeks approval of a Settlement Agreement entered into by and among certain Parties<sup>4</sup> regarding certain policies of insurance as follows:

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Art LLC; (xvii) The Art Institute of Michigan LLC; (xviii) The Illinois Institute of Art at Schaumburg LLC; (xix) DC Art Institute of Phoenix, LLC, and its direct subsidiaries; (xx) the Art Institute of Las Vegas LLC; (xxi) the Art Institute of Indianapolis, LLC; (xxii) AiIN Restaurant LLC; (xxiii) Dream Center Argosy; (xxiv) University of California LLC, and its direct subsidiaries; (xxv) Argosy Education Group LLC; (xxvi) Dream Center Education Management LLC; and (xxvii) South University of Michigan LLC. *See* Order Appointing Receiver ("**Initial Receiver Order**") [ECF No. 8] at 3-4; *see also* Order Clarifying Order Appointing Receiver ("**Clarifying Receiver Order**") [ECF No. 14] at 1 (removing AU Student Funding, LLC as a "Receivership Entity").

<sup>3</sup> Any finding of fact constitutes a finding of fact even if it is stated as a conclusion of law, and any conclusion of law constitutes a conclusion of law even if it is stated as a finding of fact.

<sup>4</sup> The Parties to the Settlement Agreement are as follows: the RECEIVER, as the federal equity receiver, custodian and liquidator for the Receivership Entities; THE DREAM CENTER FOUNDATION, and its former and current officers, directors, managers, members, employees, agents, and affiliates (collectively, "**DCF**"); BRENT RICHARDSON ("**B. Richardson**"); CHRISTOPHER RICHARDSON ("**C. Richardson**"); JOHN CROWLEY ("**Crowley**"); CHAD GARRETT ("**Garrett**"); MONICA CARSON ("**Carson**"); MELISSA ESBENSHADE ("**Esbenshade**"); SHELLEY GARDNER ("**Gardner**"); MICHAEL LACROSSE ("**Lacrosse**"); RANDALL BARTON ("**Barton**"); SHELLY MURPHY ("**Murphy**"); ROB PAUL ("**Paul**"); DEBBI LANNON-SMITH ("**Lannon-Smith**"); STACEY SWEENEY ("**Sweeney**"); PASTOR MATTHEW BARNETT ("**Barnett**"); TIMOTHY SLOTTOW ("**Slottow**"); RUFUS GLASPER ("**Glasper**"); JACK DEBARTOLO ("**DeBartolo**"); CYNTHIA BAUM ("**Baum**"); and JAMES TERRELL ("**Terrell**"); NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. ("**National Union**"); EVEREST NATIONAL INSURANCE COMPANY ("**Everest**"); STARR INDEMNITY AND LIABILITY COMPANY ("**Starr**"); LANDMARK AMERICAN INSURANCE COMPANY ("**Landmark**"). B. Richardson, C. Richardson, Crowley, Garrett, Carson, Esbenshade, Gardner, Lacrosse, Barton, Murphy, Paul, Lannon-Smith, Sweeney, Barnett, Slottow, Glasper, DeBartolo, Baum and Terrell are referred to herein collectively as the "**Ds&Os**," and together with DCF and any and all other persons who are an "Insured" as defined in the Policies (as hereinafter defined) are collectively referred to herein as the "**Insureds**"; National Union, Everest, Landmark

- **National Union:** a PortfolioSelect for Non-Profit Organizations liability insurance policy to DCEH under Policy Number 02-420-25-70 (the “**Primary Policy**”); and also a Side-A Edge excess insurance policy to DCEH, under Policy No. 02-42-25-71 (“**Side-A Policy**”) for the initial policy period from October 17, 2017 through October 17, 2018, as extended until April 17, 2019, along with a one-year Discovery Period following April 17, 2019. The Primary Policy included insurance coverage under National Union’s Fiduciary Liability Insurance Edge policy for Employee Benefit Plan Fiduciary Liability (the “**Fiduciary Coverage**”) (the Primary Policy and the Side-A Policy, including any and all declarations, amendments, supplements, and endorsements, and subject to all of the policies’ terms, conditions and exclusions, are referred to herein collectively as the “**AIG Policies**”).
- DCEH also purchased four excess directors and officers (“**D&O**”) policies that provided additional limits of liability excess of the Primary Policy:
  - (a) Everest Zenith Excess Policy No. SCex00110-171 (the “**Everest Policy**”);
  - (b) Starr Secure Excess Liability Policy No. 1000620558171 (the “**Starr Policy**”);
  - (c) Landmark Excess Liability Policy No. HS674187 (the “**Landmark Policy**”); and
  - (d) Ironshore Excess Liability Policy No. 003319500 (the “**Ironshore Policy**”).

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and Starr are hereinafter referred to as the “**Insurers**”. The Receiver, DCF, the Insureds and the Insurers are collectively referred to herein as the “**Parties**” or singularly as a “**Party**.”

The Everest Policy, the Starr Policy, and the Landmark Policy are hereinafter collectively referred to as the “**Excess Policies**” and the Excess Policies and the AIG Policies are hereinafter collectively referred to as the “**Policies**”). The Ironshore entity is expressly excluded from the Settlement Agreement because it made no contribution to the settlement.

The Settlement Agreement will yield a Settlement Payment to the Receivership Estate of \$3,250,000 for the Health Care Claims Resolution and \$14,789,178.71 for the remaining Receiver’s Claims. The Settlement Agreement also describes an additional and related settlement in the matter of *Emmanuel Dunagan, et. al., v. Illinois Institute of Art-Chicago, LLC, et. al.*, United States District Court, Northern District of Illinois (Eastern Division) (the “**Illinois District Court**”), Case No. 19-CV-809 (the “**Dunagan Action**”) for the amount of \$4,250,000.00.

The Settlement is contingent upon this Court’s approval of (i) the Motion; (ii) the Motion to Approve the Liquidation Litigation Trust, Terminate Receivership and Authorize Transfer of Assets to Liquidation Litigation Trust (the “**Termination Motion**”); and (iii) the Motion for an Order Approving Payment of Dream Center Education Holdings Self-Funded Health Care Plan Medical Expenses at Up to the Medicare Rate and Release of Plan Participants and Beneficiaries (the “**Medical Plan Payment Motion**”). In addition, the Settlement is contingent upon the approval by the Illinois District Court in the Dunagan Action.

**B. The Escrow.** Upon the complete execution of (i) the Settlement Agreement attached to the Motion; and (ii) the settlement agreement governing the

settlement of the Dunagan Action; and the providing of proper payment information to the Insurers, the Insurers are required to pay into an escrow (the “**Escrow**”) all sums due under the Settlement Agreement with the Receivership Estate and an additional \$4,250,000 due for the settlement of the Dunagan Action. The Release of the Escrow Funds is contingent upon (i) this Order becoming a Final Order; (ii) this Court’s Order on the Medical Plan Payment Motion becoming a Final Order; (iii) this Court’s Order regarding the Termination Motion becoming a Final Order; (iv) a Final Order approving an additional settlement in the Dunagan Action. Upon the contingencies being satisfied, the Receiver shall apply to this Court for an order permitting the distribution of the funds from the Escrow Account to the Receivership Estate and to the Dunagan Plaintiffs. Under the Settlement Agreement, any interest on the Escrow is retained by the Receivership Estate.

**C. Good-Faith Negotiations:** Counsel for the Parties have apprised the Court of the negotiations that preceded the Settlement Agreement, and the Court finds that the Settlement Agreement is the result of extensive, arm’s-length bargaining among the Parties and represents a good-faith compromise and resolution of the matters settled. The Settlement Agreement is not the product of any collusion among the Parties, nor did the Parties negotiate the Settlement Agreement with any intent to prejudice persons or entities subject to the Settlement Agreement.

**D. Settlement is Reasonable and in the Best Interests of the Receivership Estate:** The Court is familiar with the claims and defenses asserted or that could have been asserted in this Court, or otherwise, which have been settled

pursuant to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, and adequate within the parameters established by applicable law in this Circuit. Specifically, the Court finds and concludes that the Settlement is within the duties of the Receiver and is consistent with the purposes of the Receivership. The Receiver and all Parties have acted in good faith and demonstrated the exercise of prudent business judgment in connection with the Settlement Agreement. The Settlement Agreement falls within the range of reasonableness and is in the best interests of the Receivership Estate.

**E. Notice and Opportunity to be Heard:** The form and means of the notice of the Motion and the Hearing that the Receiver and the Court provided complies with the provisions of this Court's Order, dated \_\_\_\_ ("**Notice Order**") [ECF No. \_\_\_\_], and is good and proper notice pursuant to applicable law, and is determined to be the best notice practicable under the circumstances, and no other or further notice is or shall be required. In particular, (a) the Court provided notice of the Motion and Hearing electronically via CM/ECF to all parties and counsel who have appeared in this Receivership Case and consented to electronic notice; and (b) the Receiver provided notice of the Motion and Hearing, *via* U.S. Mail, postage prepaid (either via Certified Mail or Regular Mail as set forth in the Notice Order) to (i) all known parties who have appeared or may be an interested party in the Specified Litigation and Potential Claims; and (ii) all counsel, creditors and interested parties who have appeared but are not registered to receive Notices of Electronic Filings in this

Receivership Case (collectively, “**Noticed Parties**”). See Certificate of Service [ECF No. \_\_\_\_].

Accordingly, it is –

**ORDERED** as follows:

1. **Motion**: The Motion is GRANTED in its entirety.
2. **Settlement Agreement**: The Settlement Agreement is APPROVED in all respects, and the terms and conditions of the Settlement Agreement are incorporated in this Order as if fully stated herein.
3. **Objections**: Any creditor or other party-in-interest that did not file nor assert and serve a written objection to the Motion, nor raise any objection at the Hearing to the Settlement Agreement, is conclusively deemed to have waived any objection they may have to the Motion and the Settlement Agreement. Any objection not expressly sustained, in whole or in part, in a ruling of the Court is hereby overruled.
4. **Execution of Documents**: The Parties are authorized to execute any and all documents and perform all acts as are necessary and appropriate to effectuate the Settlement Agreement.
5. **Releases**: The Releases contained in the Settlement Agreement are APPROVED in their entirety and incorporated herein by reference, conditioned on the Receiver’s receipt of the Settlement Payment in cleared funds. Upon the Receiver’s (or his designee’s) receipt of the Settlement Payment in cleared funds, the



Policies are immediately DISCHARGED and CANCELLED, and the Insurers are immediately RELEASED from any and all obligations under the Policies.

6. **Notice:** In addition to service that will be effected electronically on all parties that are registered to receive electronic notice in this Receivership Case, the Receiver's counsel is directed to serve a copy of this Order on all Noticed Parties pursuant to the provisions in the Notice Order, and such service is deemed good and adequate service of this Order.

7. **Retention of Jurisdiction:** The Court retains jurisdiction to enforce, implement, and interpret the terms of this Order and the Settlement Agreement and all other matters addressed herein.

8. **Waiver of Stay:** This Order is immediately valid and fully effected upon its entry, and any stay that may be applicable to this Order is hereby waived.

**IT IS SO ORDERED.**

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**JUDGE DAN AARON POLSTER**

EXHIBIT B

**SETTLEMENT AGREEMENT**<sup>1</sup>

The parties listed in (i)-(xxv) below, who collectively are referred to herein as the “**Parties**” or in the singular case as a “**Party**,” make this agreement (“**Settlement Agreement**”) by and among each of them:

- (i) MARK E. DOTTORE (“**Receiver**”), as the federal equity receiver, custodian and liquidator for the Receivership Entities;<sup>2</sup>
- (ii) THE DREAM CENTER FOUNDATION and its former and current officers, directors, managers, members, employees, agents, and affiliates (collectively, “**DCF**”);
- (iii) BRENT RICHARDSON (“**B. Richardson**”);
- (iv) CHRISTOPHER RICHARDSON (“**C. Richardson**”);
- (v) JOHN CROWLEY (“**Crowley**”);
- (vi) CHAD GARRETT (“**Garrett**”);
- (vii) MONICA CARSON (“**Carson**”);
- (viii) MELISSA ESBENSHADE (“**Esbenshade**”);
- (ix) SHELLEY GARDNER (“**Gardner**”);
- (x) MICHAEL LACROSSE (“**Lacrosse**”);
- (xi) RANDALL BARTON (“**Barton**”);

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<sup>1</sup> All capitalized terms not defined initially herein shall have the same meaning as defined later in the **Settlement Agreement**, or if not defined, as in the **Primary Policy**, as defined below.

<sup>2</sup> The “**Receivership Entities**” include (i) South University of Ohio LLC; (ii) Dream Center Education Holdings, LLC; (iii) The DC Art Institute of Raleigh-Durham LLC; (iv) the DC Art Institute of Charlotte LLC; (v) DC Art Institute of Charleston, LLC; (vi) DC Art Institute of Washington LLC; (vii) The Art Institute of Tennessee - Nashville LLC; (viii) AiTN Restaurant LLC; (ix) The Art Institute of Colorado LLC; (x) DC Art Institute of Phoenix LLC; (xi) The Art Institute of Portland LLC; (xii) The Art Institute of Seattle LLC; (xiii) The Art Institute of Pittsburgh, DC LLC; (xiv) The Art Institute of Philadelphia, DC, LLC; (xv) DC Art Institute of Fort Lauderdale LLC; (xvi) The Illinois Institute of Art LLC; (xvii) The Art Institute of Michigan LLC; (xviii) The Illinois Institute of Art at Schaumburg LLC; (xix) DC Art Institute of Phoenix, LLC, and its direct subsidiaries (xx) the Art Institute of Las Vegas LLC; (xxi) the Art Institute of Indianapolis, LLC; (xxii) AiIN Restaurant LLC; (xxiii) Dream Center Argosy; (xxiv) University of California LLC, and its direct subsidiaries, (xxv) Argosy Education Group LLC; (xxvi) Dream Center Education Management LLC; and (xxvii) South University of Michigan LLC. *See* Order Appointing Receiver (“**Initial Receiver Order**”) [ECF No. 8] at 3-4; *see also* Order Clarifying Order Appointing Receiver (“**Clarifying Receiver Order**”) [ECF No. 14] at 1 (removing AU Student Funding, LLC as a “Receivership Entity”).

- (xii) SHELLY MURPHY (“**Murphy**”);
- (xiii) ROB PAUL (“**Paul**”);
- (xiv) DEBBI LANNON-SMITH (“**Lannon-Smith**”);
- (xv) STACY SWEENEY (“**Sweeney**”);
- (xvi) PASTOR MATTHEW BARNETT (“**Barnett**”);
- (xvii) TIMOTHY SLOTTOW (“**Slottow**”);
- (xviii) RUFUS GLASPER (“**Glasper**”);
- (xix) JACK DEBARTOLO (“**DeBartolo**”);
- (xx) CYNTHIA BAUM (“**Baum**”),
- (xxi) JAMES TERRELL (“**Terrell**”),
- (xxii) National Union Fire Insurance Company of Pittsburgh, Pa. (“**National Union**”)
- (xxiii) Everest National Insurance Company (“**Everest**”)
- (xxiv) Starr Indemnity and Liability Company (“**Starr**”); and
- (xxv) Landmark American Insurance Company (“**Landmark**”).

**B. Richardson, C. Richardson, Crowley, Garrett, Carson, Esbenshade, Gardner, Lacrosse, Barton, Murphy, Paul, Lannon-Smith, Sweeney, Barnett, Slottow, Glasper, DeBartolo, Baum and Terrell** are referred to herein collectively as the “**Ds&Os**,” and together with **DCF** and any and all other persons who are an “**Insured**” as defined in the below-defined **Policies** (including, with respect to the below-defined **Primary Policy**, the **Receivership Entities** and any non-Receivership Entities covered under the **Primary Policy** including without limitation **DCF**), the “**Insureds**.”

**National Union, Everest, Starr, and Landmark** are referred to collectively as the “**Insurers**”. **Everest, Starr, and Landmark** are referred to collectively as the “**Excess Insurers**.”

Emmanual Dunagan, Jessica Muscari, Robert Infusino, Stephanie Porreca, Keishana Mahone and Lakesha Howard-Williams and any and all putative class members in the class action lawsuit are referred to collectively as the “**Dunagan Plaintiffs**”

**RECITALS:**

**WHEREAS**, on January 8, 2019, Digital Media Solutions, LLC (“**Digital Media**”) filed a receivership Complaint against South University of Ohio, LLC, a/k/a DC South University of Ohio, LLC, d/b/a South University, Dream Center Education Holdings, LLC (“**DCEH**”), and Argosy Education Group, LLC, in the United States District Court, Northern District of Ohio (the “**Court**”). *See Digital Media Solutions, LLC v. South University of Ohio, LLC, et al*, United States District Court, Northern District of Ohio, Eastern Division, Case No. 1:19-cv-145 (“**Receivership**,” “**Receivership Estate**,” or “**Receivership Case**”);

**WHEREAS**, on January 18, 2019, the **Court** entered the **Initial Receiver Order** [ECF No. 8], as clarified [ECF No. 14] and amended [ECF No. 150], appointing Mark E. Dottore as the Receiver of the **Receivership Entities**. The **Receivership** remains open, including the stay orders issued therein, in order to allow the **Receiver** to close certain open issues, including among other matters, the **Global Claims** (defined below);

**WHEREAS**, in December 2018, prior to the **Receivership Case**, a putative class action was filed by former students of the Illinois Institute of Art against certain receivership entities, including **DCF** and **DCEH**, styled *Dunagan, et al. v. Illinois Institute of Art-Chicago, LLC, et al*, Case No. 19-cv-809 (N.D. Ill.) (the “**Dunagan Action**”). The complaint in the **Dunagan Action** was subsequently amended to add additional defendants, including certain **Ds&Os**.

**WHEREAS**, prior to the commencement of the **Dunagan Action** and the **Receivership**, **National Union** issued a PortfolioSelect for Non-Profit Organizations liability insurance policy to **DCEH**, under Policy Number 02-420-25-70 (the “**Primary Policy**”); and also issued a Side-A

Edge excess insurance policy to **DCEH**, under Policy No. 02-42-25-71 (the “**Side-A Policy**”), both for the initial policy period from October 17, 2017 through October 17, 2018, as extended until April 17, 2019, along with a one-year Discovery Period following April 17, 2019;

**WHEREAS**, **DCEH** also purchased four excess directors and officers (“**D&O**”) policies that provided additional limits of liability excess of the **Primary Policy**:

(a) **Everest Zenith Excess Policy** No. SCex00110-171 (the “**Everest Policy**”);

(b) **Starr Secure Excess Liability Policy** No. 1000620558171 (the “**Starr Policy**”)

(c) **Landmark Excess Liability Policy** No. HS674187 (the “**Landmark Policy**”); and

(d) **Ironshore Excess Liability Insurance Policy** No 003319500 (the “**Ironshore Policy**”) (collectively, the “**Excess Policies**”). The Ironshore entity is expressly excluded from this **Settlement Agreement** because it made no contribution to this settlement. The **Primary Policy**, the **Side-A Policy**, the **Everest Policy**, the **Starr Policy** and the **Landmark Policy** are collectively referred to herein as the “**Policies**”.

**WHEREAS**, on July 8, 2020, the **Receiver**, by and through his counsel, Robert Glickman and Hugh Berkson, of the Law Firm of McCarthy Lebit Crystal Liffman, sent a confidential settlement demand letter to Special Settlement Counsel to DCF and the **Ds&Os** (“**Demand Letter**”), wherein the **Receiver** outlined his alleged claims against the **Ds&Os**. Subsequently, on October 6, 2023, the **Receiver** sent a draft complaint in a not-as-yet filed lawsuit styled Mark Dottore v. Brent Richardson, et al., Case No. \_\_\_\_\_, captioned for filing in the Maricopa County Superior Court, State of Arizona, further articulating his claims against certain former **DCEH Ds&Os** (the “**Draft Complaint**”). The **Demand Letter** and the **Draft Complaint** are referred to collectively as the “**Receiver Claims**”;

**WHEREAS**, one or more of the **Ds&Os** sent notices of claim and/or notices of circumstances to one or more of the **Insurers** dated April 2019, August 2019, September 2019 and April 2020 (the “**D&O Notices**”);

**WHEREAS**, the **Parties** acknowledge that certain other parties have made claims, or had potential claims, against the **Receivership Entities**, **DCF** and/or the **Ds&Os**, including but not limited to the following:

- (i) *Darlene Bolden, et al v. Argosy Education Group, LLC, et al*, Superior Court of the State of California, County of San Diego, Case No. 37-2018-00038876-CU-BT-CTL (“**Bolden Action**”);
- (ii) *Emmanuel Dunagan, et al. v. Illinois Institute of Art-Chicago, LLC, et al*, United States District Court, Northern District of Illinois (Eastern Division), Case No. 19-CV-809 (“**Dunagan Action**”);<sup>3</sup>
- (iii) *FSP Pacific Center, LLC v. Argosy Education Group, LLC*, Superior Court of the State of California, Orange County, Central Justice Center, Case No. 30-2019-01063136-CU-BC-CJC (“**FSP Action**”);
- (iv) George L. Miller (“**Trustee Miller**”), as Chapter 7 Trustee of the bankruptcy estate of *In re The Art Institute of Philadelphia, LLC, et al*, United States Bankruptcy Court for the District of Delaware, Case No. 18-11535,<sup>4</sup> or any subsequent trustee or successor of said bankruptcy

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<sup>3</sup> On February 13, 2019, the Court entered an Order [ECF No. 49] granting the Dunagan Plaintiffs’ Motion to Intervene in the Receivership Case, and the Dunagan Plaintiffs have actively participated in the Receivership Case.

<sup>4</sup> The debtors/entities included in the definition of Trustee Miller are the following entities (the last four digits of their respective taxpayer identification numbers follow in parentheses): American Education Centers, Inc. (6160); Argosy Education Group, Inc. (5674); Argosy University of California LLC (1273); Brown Mackie College - Tucson, Inc. (4601); Education Finance III LLC (2533); Education Management LLC (6022); Education Management II LLC (2661); Education Management Corporation (9571); Education Management Holdings II LLC (2529); Higher Education Services II LLC (3436); Miami International University of Art & Design, Inc. (1065); South Education – Texas LLC (2573); South University of Florida, Inc. (9226); South University of Michigan, LLC (6655); South University of North Carolina LLC (9113); South University of Ohio LLC (9944); South University of Virginia, Inc. (9263); South University, LLC (7090); Stautzenberger College Education Corporation (4675); TAIC-San Diego, Inc. (1894); TAIC-San Francisco, Inc. (9487); The Art Institutes International Minnesota, Inc. (6999); The Art Institute of Atlanta, LLC (1597); The Art Institute of Austin, Inc. (3626); The Art Institute of California-Hollywood, Inc. (3289); The Art Institute of California-Inland Empire, Inc. (6775); The Art Institute of California - Los Angeles, Inc. (4215); The Art Institute of California-Orange County, Inc. (6608); The Art Institute of California-Sacramento, Inc. (6212); The Art Institute of Charleston, Inc. (6048); The Art Institute of Charlotte, LLC (4912); The Art Institute of Colorado, Inc. (3062); The Art Institute of Dallas, Inc. (9012); The Art Institute of Fort Lauderdale, Inc. (0255); The Art Institute of Houston, Inc. (9015); The Art Institute of Indianapolis, LLC (6913); The Art Institute of Las Vegas, Inc. (6362); The Art Institute of Michigan, Inc. (8614); The Art Institute of Philadelphia LLC (7396); The Art Institute of

estate, and including the respective debtors and their respective directors, officers, shareholders, managers, agents and members;

- (v) *Raymond Gonzales v. Education Management Corporation, et al.*, Superior Court of the State of California, County of San Francisco, Case No. CGC-18-564745 (“**Gonzales Action**”);
- (vi) *Coleby Lombardo v. Dream Center Foundation, Inc. et al.* Superior Court of the State of California, County of Los Angeles, Case No. BC694492 (“**Lombardo Action**”);
- (vii) *Burge v. Education Management Corporation, et.al.* (United States District Court, Northern District of Georgia). Case No.: 1:16-CV-04299-RWS, and any related arbitration (“**Burge Action**”);
- (viii) *Robert Gillman v. Dream Center Education Holdings, LLC, d/b/a The Art Institutes, d/b/a The Art Institute of Pittsburg*, United States District Court for the Northern District of Illinois Eastern Division, Case No. 1:18-cv-5844 (“**Gillman Action**”);
- (ix) *Tolani Akamo v. South University*, District Court of Williamson County, 368th Judicial District Court, Case No. 18-1167-C368 (“**Akamo Action**”);
- (x) *Vallerie Hancock v. Argosy University, Phoenix*, Case No. 18-009452, filed on or about September 13, 2018 with the Arizona Office of the Attorney General (“**Hancock Action**”);
- (xi) Thomas J. Perrelli, the Settlement Administrator appointed to monitor the compliance of Dream Center Education Holdings with consent judgments entered into in November 2015 with the Education Management Corporation (“EDMC”) with the Attorneys General of 39 states and the District of Columbia to resolve consumer-protection claims arising out of alleged unfair and deceptive practices at EDMC’s for profit educational institutions and all matters arising out of the consent judgments;
- (xii) U.S. Department of Labor, including, without limitation, any Notice of Intent To Take Action Letters sent to any of the **Insureds** (“**DOL**”);

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Pittsburgh LLC (7441); The Art Institute of Portland, Inc. (2215); The Art Institute of Raleigh-Durham, Inc. (8031); The Art Institute of St. Louis, Inc. (9555); The Art Institute of San Antonio, Inc. (4394); The Art Institute of Seattle, Inc. (9614); The Art Institute of Tampa, Inc. (6822); The Art Institute of Tennessee-Nashville, Inc. (5359); The Art Institute of Virginia Beach LLC (2784); The Art Institute of Washington, Inc. (7043); The Art Institutes International II LLC (9270); The Illinois Institute of Art at Schaumburg, Inc. (3502); The Illinois Institute of Art, Inc. (3500); The Institute of Post-Secondary Education, Inc. (0283); The New England Institute of Art, LLC (7798); The University of Sarasota, Inc. (5558); and Western State University of Southern California (3875).

- (xiii) U.S. Department of Education (“**DOE**”);
- (xiv) The various accrediting agencies of the **Receivership Entities**, including, without limitation, the Higher Learning Commission (“**Accrediting Agencies**”);
- (xv) The Secured Lenders under: the Senior Secured Credit and Guarantee Agreement, dated as of October 17, 2017, by and among Dream Center Education Holdings, LLC, the Arts Institutes International, LLC, Dream Center South University, LLC, Dream Center Argosy University of California, LLC, and Dream Center Education Management, LLC, as borrowers, and Dream Center Foundation (“Parent”) and certain subsidiaries of the borrowers, as guarantors, the lenders party thereto from time to time, and U.S. Bank National Association, as administrative agent and collateral agent for the Secured Lenders, as amended, amended and restated, modified, supplemented, or otherwise modified from time to time and any ancillary documents, assignments or transfers related thereto; and, the Second Lien Guaranty dated as of October 17, 2017, made by each of the guarantors party thereto in favor of U.S. Bank National Association, as collateral agent for the Secured Lenders, as amended, amended and restated, modified, supplemented, or otherwise modified from time to time and any ancillary documents, assignments or transfers related thereto;
- (xvi) The various taxing authorities, including but not limited to, the Indiana Department of Revenue; the Commonwealth of Kentucky Department of Revenue; the State of Michigan, Department of Labor and Economic Opportunity, Unemployment Insurance Agency; Minnesota Department of Revenue; the Missouri Department of Revenue, Taxation Division; the Missouri Department of Labor and Industrial Relations, Division of Employment Security; and the Oklahoma Employment Security Commission; Oregon Department of Taxation; State of Oregon Department of Revenue; State of Oregon Employment Department; Pennsylvania Department of Revenue; Pennsylvania Department of Labor & Industry; Rhode Island Department of Revenue; Rhode Island Department of Labor & Training; Wisconsin Department of Revenue; Wisconsin Department of Workforce Development.
- (xvii) The various state and district attorney generals, including, but not limited to, the Attorney Generals of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin;



- (xviii) Claims by or on behalf of former employees of DCEH, DCF and/or other entity Insureds relating to, *inter alia*, layoffs and/or closure of individual campuses, offices or locations of DCEH and/or other entity Insureds;
- (xix) Claims by or on behalf of employee welfare benefit plans sponsored by DCEH, DCF and/or other entity Insureds, fiduciaries of such plans and/or plan participants or beneficiaries of such plans; and
- (xx) All creditors (or potential creditors) of the Receivership Estate, including but not limited to, claims by or on behalf of any government agency(ies), landlord(s), lender(s), former students, former employees and/or independent contractors.

The foregoing lawsuits and/or potential claims, together with any known or unknown claims or potential claims involving the **Receivership Entities**, **DCF**, the **Ds&Os**, and/or the **Insureds** that arise from, are related to, or derive from the **Receivership Entities** or transactions conducted with the **Receivership Entities** and potentially implicate the **Policies**, and any and all attorneys' fees, costs or expenses arising out of or related thereto are referred to collectively as the "**Specified Litigation and Potential Claims**;"

**WHEREAS**, the **Specified Litigation and Potential Claims**, and all proposed third-party claims have been stayed by Orders of the Court [ECF Nos. 8, 14, 150] ("**Stay Orders**") as against the **Receivership Entities**, but any such claims or actions against the **Ds&Os** and/or **DCF** have not been and are not stayed because they are not **Receivership Entities**;

**WHEREAS**, the Receiver asserts there is merit to the **Receiver Claims**, and the **Ds&Os** deny any liability or wrongdoing; but each of the **Parties** recognizes that it is difficult at this point to assess the probability of success in litigation because of (i) the complexity of the claims and issues, (ii) the number of parties involved, and (iii) the significant time and expense that the prosecution and defense of the claims will require, and the extent to which such expense will deplete the **Policies**, which are wasting in nature;

**WHEREAS**, the Receiver has resolved with the United States Department of Labor (“**DOL**”) the resolution of medical claims asserted by the DOL on behalf of individual insureds and claimants for unpaid medical claims under the **DCEH** Signature Benefits Plan, an ERISA covered employee benefit plan (the “**Benefits Plan**”) (i) in effect from October 17, 2017 through December 31, 2018 administered by Aetna Life Insurance Company (the “**Aetna Period**”) and (ii) in effect from January 1, 2019 through April 30 2019 administered by Benefit Administrative Systems LLC (the “**BAS Period**”) (collectively, the “**DOL Health Care Claims Resolution**”);

**WHEREAS**, contemporaneously with the filing of the instant motion, the Receiver has filed the Receiver’s Motion for an Order Approving the Receiver’s Plan for Payment of Unpaid DCEH Medical Claims which includes therein the Medical Services Plan (collectively, the “**Medical Plan Motion**”);

**WHEREAS**, the **Dunagan Action** and the **Receiver Claims** and the **Specified Litigation and Potential Claims** and the **DOL Health Care Claims Resolution** have been timely tendered for coverage under the **Primary Policy**, the **Side A Policy**, and the **Excess Policies**;

**WHEREAS**, certain of the **Insurers** have denied coverage for the **Receiver Claims**, and have reserved all rights and defenses available to them under the **Policies** and applicable law with respect to the **Receiver Claims**, the **Specified Litigation and Potential Claims**, the **DOL Health Care Claims Resolution** and the **D&O Notices**; **National Union** has been advancing **Defense Costs** on behalf of the **Ds&Os** and **DCF** in connection with the **Dunagan Action**;

**WHEREAS**, the **Ds&Os** and **DCF** assert coverage in fact exists under the **Primary Policy**, the **Side A Policy**, and the **Excess Policies** in connection with the **Dunagan Action**, the **Specified Litigation and Potential Claims**, the **DOL Health Care Claims Resolution**, and the

**Receiver Claims**, among other alleged claims, and **Ds&Os** and **DCF** dispute any and all questions and/or objections to coverage by **National Union** and the **Excess Insurers**;

**WHEREAS**, on April 9, 2024, **B. Richardson** and **C. Richardson** filed a coverage action against the **Excess Insurers**, styled *Brent Richardson, et al. v. Everest National Insurance Company, et al*, No. 1:24-cv-00638 (N.D. Ohio), seeking, among other relief, a declaration of the respective rights and obligations of the parties thereto under the **Excess Policies** with respect to the **Receiver Claims** (the “**Coverage Action**”);

**WHEREAS**, other **Ds&Os** and **DCF** may seek to join in the relief sought in the **Coverage Action**;

**WHEREAS**, in an effort to efficiently and amicably resolve the contested issues raised by the **Receiver Claims**, the **Dunagan Action**, the **Specified Litigation and Potential Claims**, and the **DOL Health Care Claims Resolution** in a cost-effective manner, the **Parties** and/or their counsel engaged in good faith, arms’ length settlement negotiations, including the exchange, review and analysis of documents, legal analysis, written settlement proposals, multiple conference calls; a settlement conference with the Judge overseeing the Receivership in June 2023; a JAMS mediation in September 2023; and then a second settlement conference with the Judge in July 2024;

**WHEREAS**, as a result of the **Parties’** negotiations, and without admitting the validity of any allegations or any liability in respect thereto, the **Parties** have reached a global agreement, the terms of which are set forth in this **Settlement Agreement**, providing for a settlement of (a) any and all claims the Receiver has identified or asserted or could assert against the **Insureds** in any manner, including, without limitation, each of the potential claims identified in the **Receiver Claims** and/or otherwise relating to the operations of the **Receivership Entities** or the

**Receivership Case, (b) the Dunagan Action, (c) the Coverage Action, (d) the Specified Litigation and Potential Claims, the (e) DOL Health Care Claims Resolution, and (f) the D&O Notices** (all collectively referred to herein as the “**Global Claims**”) each on the terms and subject to the conditions set forth below (“**Settlement**”);

**WHEREAS**, the **Parties** have determined that the **Settlement** is fair, reasonable, and adequate, and is in the best interest of the **Parties** and the **Receivership Estate**; and,

**WHEREAS**, the **Parties** intend this **Settlement Agreement** to be a binding agreement that sets forth the terms and obligations of the **Parties** for the complete and final resolution of any and all **Global Claims**, subject only to the **Court’s** final and non-appealable approval of the **Settlement** in the **Receivership Case** and the final and non-appealable approval of the class action settlement in the **Dunagan Action**.

**NOW, THEREFORE**, in consideration of the mutual promises and the performance of the covenants and agreements hereinafter contained, the **Parties** represent, warrant, consent and agree as follows:

1. **Adoption of Recitals**. The **Parties** adopt the above recitals as being true and correct, and incorporate the recitals herein as material parts of this **Settlement Agreement**.

2. **Settlement Payment**. For and in consideration of each of the terms set forth herein, the **Parties** shall cause the following payments to be made in satisfaction of the **Global Claims**:

a. By **National Union**, 100% of the remaining proceeds of the **Primary Policy’s** Non-Profit Directors & Officers Liability Coverage Section’s \$10,000,000 Limit of Liability in the sum of Five Million Two Hundred Eighty Nine Thousand One Hundred Seventy Eight Dollars and Seventy One Cents (\$5,289,178.71), plus **National Union** agrees to contribute an additional Two Hundred and Fifty Thousand Dollars (\$250,000) from the **Primary Policy’s** Fiduciary Liability Insurance Edge Employee Benefit Fiduciary Liability Coverage Section towards the settlements for a total payment of Five Million Five Hundred Thirty Nine Thousand One Hundred Seventy Eight and 71/100 Dollars \$5,539,178.71;

b. By **National Union**, proceeds from the **Primary Policy's** Fiduciary Liability Edge Insurance Edge Employee Benefit Fiduciary Liability Coverage Section in the sum of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00) to be applied to the **DOL Health Care Claims Resolution**.

c. By **Everest**, the sum of Eight Million Five Hundred Thousand Dollars (\$8,500,000.00);

d. By **Starr**, the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000);

e. By **Landmark**, the sum of One Hundred Thousand Dollars (\$100,000);

f. By **B. Richardson** and **C. Richardson**, jointly and severally, the sum of Three Hundred Thousand Dollars (\$300,000); and,

g. By **DCF**, the sum of One Hundred Thousand Dollars (\$100,000).

The amounts described in subsections 2.a. through 2.g. above shall hereinafter be referred to collectively as the "**Settlement Payment**" and the individual payors identified above "**Payors**").

3. **Settlement of the Receiver Claims.** The **Parties** have agreed to settle the **Receiver Claims, claims otherwise relating to the operations of the Receivership Entities or the Receivership Case, and the Specified Litigation and Potential Claims** for the total amount of \$14,789,000, and the **DOL Health Care Claims Resolution** for the additional sum of \$3,250,000, both to be paid from the **Settlement Payment**.

4. **Settlement of the Dunagan Action.** The parties in the **Dunagan Action** have settled their claims (the "**Dunagan Settlement**") for the sum of \$4,250,000 (the "**Dunagan Settlement Payment**"), such payment to be made from the **Settlement Payment**. The **Dunagan Settlement** is contingent upon the final approval of the District Court in the Northern District of Illinois (the "**Illinois District Court**"), where the **Dunagan Action** is pending. **Time is of the essence in obtaining approval of the Dunagan Settlement.** The **Insureds** shall use their best efforts to expedite a motion for preliminary approval of a class action settlement and a final approval hearing. The **Dunagan Settlement** shall be deemed approved once the **Illinois District**

Court grants final approval of the class action settlement and the **Illinois District Court's** Order has become a **Final Order**<sup>5</sup> (the "**Dunagan Final Order**").

5. **Time and Manner for Making the Settlement Payment.** Within thirty (30) days of the execution of this **Settlement Agreement**, the settlement agreement pertaining to the **Dunagan Settlement**, and the provision of payment information to the **Payors**, the respective **Payors** shall pay or cause to be paid the **Settlement Payment** into an interest-bearing account (the "**Escrow Fund**") which shall be established and administered by the Receiver. All interest earned on the **Escrow Fund** shall inure and be paid to the benefit of the **Receivership Estate** alone. Payment of the money into the **Escrow Fund** is not contingent upon the courts approving the **Dunagan Settlement** or the within **Settlement**. The custodian of the **Escrow Fund** - a national FDIC-insured banking institution or a national broker/dealer –shall release money from the **Escrow Fund** only upon a **Final Order** of this Court and **the Dunagan Final Order** and pursuant further to the **Release Contingencies** described in Section 6 below.

6. **Conditions Precedent to Release of the Settlement Payment from the Escrow Fund.** The release of the **Settlement Payment** from the **Escrow Fund** is contingent upon Court approval of a **Final Order** of (i) the **Settlement**; (ii) the **Medical Payment Plan**; (iii) the **Liquidation Litigation Trust**; and (iv) the **Illinois District Court's** approval of the **Dunagan Settlement in the Dunagan Final Order** (collectively, the "**Release Contingencies**"). Upon the completion of **Release Contingencies** with the **Final Orders**, the Receiver shall apply to the Northern District of Ohio for permission to distribute funds from the **Escrow Fund** in accord with this **Settlement** and the **Dunagan Settlement**. The distributions for the **Dunagan Settlement**

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<sup>5</sup> For purposes of this **Settlement Agreement**, a "**Final Order**" means an order or judgment of a court that (i) has not been appealed, or (ii) if appealed has not been reversed, stayed, modified or amended as a result of such appeal and as to which the time to file any subsequent appeal has expired.

shall be distributed to the Settlement Administrator approved by the Illinois District Court. In connection with satisfying the conditions precedent to the **Settlement Payment**, within three (3) business days after this **Settlement Agreement** is fully executed, or as soon as practicable thereafter, the Receiver shall file:

a. a Motion for an Order Approving the Form and Manner of Notice Regarding the Receiver's Motion for Entry of an Order Approving Settlement and Compromise by and among the Receiver, All DCEH Liability Insurance Policy Carriers (except Ironshore) and All Insured Under Those Policies, with a Request for Date for the Filing of Objections and Hearing Date (the "**Notice Motion**") with a Proposed Order;

b. a Motion for Entry of an Order Approving the Settlement and Compromise by and among the Receiver, the **Insurers** and all **Insureds** Under the **Policies** (the "**Settlement Motion**") with a Proposed Order (the "**Settlement Order**").

c. The Medical Plan Motion with a Proposed Order (the "**Medical Plan Order**"; and

d. a Motion to Approve the **Liquidation Litigation Trust**, Terminate the Receivership and Authorize Transfer of Assets to Liquidation Litigation Trust (the "**Trust Approval Motion**" and together with the Settlement Motion and the Medical Plan Motion the "**Closing Motions**") with a Proposed Order (the "**Trust Approval Order**";

7. **The Settlement Motion and Order**. The **Settlement Motion** shall (i) seek approval of the terms and conditions of this **Settlement Agreement**; (ii) provide for relief from

any stay imposed by the Receiver Orders to implement the **Settlement**; and (iii) provide for the terms and conditions pursuant to which the **Payors** will make the **Settlement Payment**; The **Settlement Order** shall be binding upon any subsequently appointed receiver, trustee, liquidator, or successor to the **Receivership Entities** or any bankruptcy estate of any and all of the **Receivership Entities**. The **Closing Motions** and their corresponding proposed Orders shall be in form and content reasonably acceptable to each of the **Parties**.

8. **The Settlement Agreement Effective Date.** The **Settlement Agreement** shall become effective and binding in all respects upon the following:

- (a) the **Settlement Order** becoming a **Final Order**;
- (b) the **Medical Plan Order** becoming a **Final Order**;
- (c) the **Trust Approval Order** becoming a **Final Order**;
- (d) the **Dunagan Settlement Order** becoming the **Dunagan Final Order**.

9. **Effect of Failure to Approve the Settlements.** In the event the **Court** denies the **Settlement Motion** or the **Settlement Order** is entered by the Court, but is subsequently reversed on appeal by and through a **Final Order** (“**Reversal Order**”), or if settlement of the **Dunagan Action** is not approved by that court or approval is subsequently reversed on appeal by a **Reversal Order**, then (i) the **Parties** shall be returned, as of such date, to the *status quo ante* prior to their execution of this **Settlement Agreement**; (ii) the **Parties** agree that any statute of limitations in respect of the claims asserted in the **Coverage Action, the Specified Litigation and Potential Claims**, and the **Receiver Claims** (or any other claims or potential claims subject to the stay in the **Receivership**) not otherwise already expired as of the effective date of this agreement shall be and shall have been tolled through the date sixty days following the date of a **Reversal Order**; (iii) this **Settlement Agreement** shall terminate and, except for the tolling agreement in this



clause, shall be deemed null and void without any continuing force or effect whatsoever; and (iv) the **Escrow Fund** corpus shall be returned by the **Receiver** to the **Payors**, plus any accrued interest.

10. **Allocation of the Escrow Fund.** Upon a **Final Order** of this **Court** declaring that the conditions precedent as outlined in this **Settlement Agreement** have been satisfied -- including entry of a **Dunagan Final Order** -- the **Escrow Fund**, shall be paid as follows:

a. the sum of Fourteen Million Seven Hundred and Eighty-Nine Thousand One Hundred and Seventy Eight Dollars and Seventy One Cents (\$14,789,178.71) shall be paid to the **Receiver** as settlement of the **Receiver Claims, claims otherwise relating to the operations of the Receivership Entities or the Receivership Case, and the Specified Litigation and Potential Claims;**

b. the sum of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) shall be paid to the **Receiver** as settlement of the **DOL Health Care Claims Resolution** in accordance with the Medical Plan Motion and the **Medical Plan Order** related thereto (collectively 10(a) and 9(b), the “**Receiver Settlement**”);

c. the sum of Four Million Two Hundred and Fifty Thousand Dollars (\$4,250,000) shall be paid to the **Dunagan Plaintiffs** for the **Dunagan Settlement.**

d. Any interest earned and accrued on the **Escrow Fund** shall be paid to the **Receiver** for the benefit of the **Receivership Estate** alone.

11. **Claims Relating to or Arising Out of Employee Welfare Benefit Plans.** The **Receiver** states that (i) he has determined that the **Settlement** is reasonable in light of the likelihood of full recovery, the risks and costs of litigation, and the value of claims foregone by

any and all employee welfare benefit plans sponsored by **DCEH** and by any and all plan participants or beneficiaries of such employee welfare benefit plans sponsored by **DCEH**, fiduciaries of such plans and/or plan participants or beneficiaries of such plans; and (ii) he will consider the interests of employee welfare benefit plans and plan participants or beneficiaries of employee welfare benefit plans sponsored by **DCEH** in connection with any allocation or distribution of the **Settlement Payment** as more specifically set forth in the **Medical Plan Motion** and **Court** order related thereto. The **Receiver** agrees to resolve the **DOL Health Care Claims Resolution** in accordance with the **Medical Plan Motion** and the **Court Order** related thereto.

12. **Termination and Dissolution of the Receivership Entities.** As part of the **Court's** order approving the **Settlement Motion**, the **Receiver** shall obtain as part of that order provisions therein that upon the Receiver's windup of the **Liquidation Litigation Trust** and the resolution therein of all of the **Global Claims**, (i) Dream Center Education Holdings and Dream Center Education Management shall be determined to be judicially terminated by court order and dissolved pursuant to such order, and (ii) to the extent there are any members remaining in such entities, any and all remaining members thereof shall be deemed disassociated. **DCF** shall also prepare, and the **Receiver** shall file with the Arizona Corporation Commission, a Officer/Director/Shareholder Change Form ("**Change Form**") for **DCEH** showing **Barnett** was removed as an officer/director of **DCEH** as of November 2018 and that **DCF** is no longer a member of **DCEH** and a **Change Form** for Dream Center Education Management, LLC ("**DCEM**") showing **Barnett** was removed as an officer/director of **DCEM** as of November 2018. **Barnett** and/or **DCF** shall reimburse the **Receiver** for the cost of any filings made with the Arizona Corporation Commission.

13. **General Release of Insureds by the Receiver, Receivership Entities, and Receivership Estate.** Effective immediately upon payment by the escrow agent of both the **Receiver Settlement** and the **Dunagan Settlement** in cleared funds and in consideration of such settlement payments, the **Receiver, Receivership Entities, and the Receivership Estate**, and all of their current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, successors, heirs, insurers, representatives and assigns (collectively “**Receiver Releasers**”) agree to and shall be deemed to have fully and generally released and discharged the **Insureds** and all of their current and former officers, directors, managers, members, agents, employees, attorneys, affiliates, partners, associates, successors, heirs, insurers, representatives and assigns (including but not limited to the **Ds&Os**) (collectively the “**Insured Releasees**”) from and against any and all manner of claims (including the **Receiver Claims**, claims otherwise relating to the operations of **the Receivership Entities** or **the Receivership Case, the DOL Health Care Claims Resolution, and the Specified Litigation and Potential Claims**), causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys’ fees and costs that any of the **Receiver Releasers** now have, have had or in the future may have against any of the **Insured Releasees** arising out of, related to, or in connection with, directly or indirectly, the **Receivership Entities, the Receivership Estate, the Receiver Claims**, claims otherwise relating to the operations of the **Receivership Entities** or **the Receivership Case, the DOL Health care Claims Resolution** and the **Specified Litigation and Potential Claims**, and/or the facts and circumstances underlying such claims (“**Insured Released Claims**”). Notwithstanding anything herein to the contrary, the release of the **Insured Releasees** herein shall

not release the **Ds&Os** or **Payors** from any of their express obligations set forth in this **Settlement Agreement**.

14. **General Release of Receiver, Receivership Entities and Receivership Estate by the Insureds.** Effective immediately upon payment by the escrow agent of both the **Receiver Settlement** and the **Dunagan Settlement** in cleared funds and in consideration for the obligations herein, the **Insureds**, and all of their current and former officers, directors, managers, members, agents, employees, attorneys, affiliates, partners, associates, successors, heirs, insurers, representatives and assigns (including but not limited to the **Ds&Os**) (collectively the “**Insured Releasors**”) agree to and shall be deemed to have fully and generally released and discharged the **Receiver, Receivership Entities, and the Receivership Estate**, and all of their current and former officers, directors, shareholders, members, managers, agents, employees, attorneys, affiliates, partners, associates, successors, heirs, insurers, representatives and assigns (collectively the “**Receiver Releasees**”) from and against any and all manner of claims (including the **Global Claims**), causes of actions, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, losses, damages, liabilities and demands of any kind whatsoever in law or in equity, whether known or unknown, suspected or unsuspected, contingent or fixed, including attorneys’ fees and costs that any of the **Insured Releasors** now has, has had or in the future may have against any of the **Receiver Releasees** arising out of, related to, or in connection with, directly or indirectly, the **Receivership Entities, the Receivership Estate, the Insureds, the Insurers, the Policies, the Global Claims** and/or the facts and circumstances underlying such claims (“**Receiver Released Claims**”). Notwithstanding anything herein to the contrary, the release of the **Receiver Releasees** herein shall not release the **Receiver** from any of his obligations under this **Settlement Agreement**.

15. **Release of The Insurers.** Effective immediately upon payment by the escrow agent of both the **Receiver Settlement** and the **Dunagan Settlement**, the **Insureds** (including but not limited to the **Ds&Os**), the **Receivership Entities** and the **Receivership Estate**, on behalf of themselves, together with their respective officers, directors, managers, members, attorneys, agents, heirs, executors, fiduciaries, representatives, predecessors, successors, affiliates and assigns, and all persons acting by, through or under them, and each of them, fully release and forever discharge **National Union, Everest, Starr, and Landmark** together with their predecessors, successors, affiliates, and assigns, and all persons acting by, through or under them, from all known and unknown claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, **Defense Costs** (as that term is defined in the **Primary Policy**) and any additional fees and expenses (including attorneys' fees and costs), of any nature whatsoever, whether or not apparent or yet to be discovered, related to the **Policies**, the **Receiver**, the **Receivership Entities**, the **Receivership Estate**, the **Global Claims**, and/or the facts and circumstances underlying such claims, whether or not asserted therein; provided that nothing in this paragraph releases (a) any **Party** from its obligations under this **Settlement Agreement**; or (b) any **Party** from its liability for breach of any term, warranty, or representation in this **Settlement Agreement**. The foregoing release and discharge shall include, without limitation, any assertion that, in connection with or in any way related to this **Settlement Agreement** and/or any of the claims, the **Insurers** breached any obligation under or in connection with any of the **Policies**, or engaged in any bad faith conduct or any breach of any implied covenant of good faith or fair dealing or unfair claim handling practice in connection with the **Receiver Claims**, the **Dunagan Action**, the **DOL Health Care Claims Resolution**, or the **Specified Litigation and Potential Claims**.

16. **Release of Unknown Claims.** The **Receiver Releasors** and the **Insured Releasors** each acknowledge that (a) they may have sustained damages, expenses, losses in connection with the subject of the **Claims** released hereunder which are presently unknown or not suspected and that such damages, expenses and losses, if any, may give rise to additional damages, expenses and losses in the future which are not anticipated by them and (b) that this **Settlement Agreement** and the foregoing releases have been negotiated and agreed upon despite this realization and, being fully advised, expressly waive any and all rights they may have under any statute, including but not limited to §1542 of the California Civil Code, or common law principle which would limit the effect of the foregoing releases to those Claims actually known or suspected to exist at the time of the effectiveness of the foregoing release. California Civil Code §1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

It is the intention of **Receiver Releasors** and the **Insured Releasors** that, notwithstanding the possibility that they or their counsel discover or gain a more complete understanding of the facts, events or law which, if presently known or fully understood, would have affected the foregoing releases, this **Settlement Agreement** shall be deemed to have fully, finally and forever settled any and all Claims encompassed by the releases set forth herein, without regard to the subsequent discovery or existence of different of additional facts, events or law.

17. **Provision For Dismissal of Coverage Action.** Within seven (7) days of entry by the court of the **Settlement Order**, **B. Richardson** and **C. Richardson** will file a Stipulation of Dismissal Without Prejudice in the **Coverage Action**.

18. **No Admissions.** This **Settlement Agreement** is entered into for settlement and compromise of disputed claims, including the **Claims** and the released claims, and shall not be treated as an admission by any **Party** of any liability or wrongdoing whatsoever or as an admission by any **Party** of any violation of the rights of any other **Party** or person, or the violation of any law, statute, regulation, duty, or contract whatsoever, nor of coverage on the part of the **Insurers**. By entering into this **Settlement Agreement**, the **Parties** do so solely to avoid the inconvenience, expense, and uncertainty of further proceedings and expressly disclaim any liability to any other party or person.

19. **Attorneys' Fees and Costs.** Each **Party** will bear its own expenses, including any costs or attorneys' fees incurred in connection with the negotiation and execution of this **Settlement Agreement**.

20. **Notices.** Any notice required or permitted to be given pursuant to any provision of this **Settlement Agreement** shall be given in writing and delivered in person or sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight courier with a parcel tracking system, (with copies sent by email), to the **Parties** at their respective counsel's address set forth below:

**As to Receiver. Mark E. Dottore:**

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HUGH D. BERKSON, ESQ.  
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MARK E. DOTTORE, PRESIDENT  
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**As to DCF:**

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**As to Ds&Os, Brent Richardson & Christopher Richardson:**

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**As to D&O, John Crowley:**

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**As to D&O, Chad Garrett:**

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**As to D&O, Melissa Esbenshade:**

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**As to D&O, Shelley Gardner:**

SHELLEY GARDNER  
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Email: [shelleypgardner@yahoo.com](mailto:shelleypgardner@yahoo.com) v

**As to D&O, Michael Lacrosse:**

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**GAGLIONE, DOLAN & KAPLAN**  
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**As to D&O, Shelly Murphy:**

HOWARD J. ROSENBERG  
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**ICE MILLER LLP**  
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**As to D&O, Debbi Lannon-Smith:**

DEBBI LANNON-SMITH  
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Phoenix, AZ 85049  
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Email: [lannonsmith@cox.net](mailto:lannonsmith@cox.net)

**As to D&O, Stacy Sweeney:**

STACY L. SWEENEY  
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#61  
Boston, MA 02116  
Telephone: (617) 413-2595  
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**As to D&O, Timothy Slottow:**

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Apt. 206  
Baltimore, MD 21201  
Cell: (734) 972-4261  
Email: [timslottow@gmail.com](mailto:timslottow@gmail.com)

**As to D&O, Rufus Glasper:**

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Gilbert, AZ 85298  
Cell: (602) 501-1997  
Email: [rglasper1@cox.net](mailto:rglasper1@cox.net); [glasper@league.org](mailto:glasper@league.org)

**As to D&O, Cynthia Baum:**

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**WHITEFORD, TAYLOR & PRESTON, L.L.P.**  
Steven Saint Paul Street  
Baltimore, Maryland 21202-1636  
Main Telephone: (410) 347-8700  
Direct Telephone: (410) 347-9471  
Email: [amezzanotte@wtplaw.com](mailto:amezzanotte@wtplaw.com)

**As to D&O, Jack DeBartolo:**

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Partner  
**ANDRUES / PODBERESKY**  
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Los Angeles, CA 90017  
Telephone: (213) 395-0400  
Facsimile: (213) 395-0401  
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**As to D&O, Pastor Matthew Barnett:**

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Partner  
**MARGULIES FAITH LLP**  
16030 Ventura Blvd., Ste. 470  
Encino, CA 91436  
Telephone: (818) 705-2777  
Facsimile: (818) 705-3777  
Email: [Craig@MarguliesFaithLaw.com](mailto:Craig@MarguliesFaithLaw.com)

**As to D&O, James Terrell:**

JAMES N. BOUDREAU, ESQ.  
**GREENBERG TRAURIG**  
1717 Arch Street, Suite 400  
Philadelphia, PA  
Telephone: (215) 988-7800  
Email: [boudreauj@gtlaw.com](mailto:boudreauj@gtlaw.com)

**As to Insurer National Union Fire Insurance Company of Pittsburgh, Pa.:**

GAVIN J. CURLEY, ESQ.  
**MANIREGALLACURLEY LLP**  
450 Lexington Ave, 4<sup>th</sup> Floor  
New York, New York 10017  
Telephone: (646) 780-5307  
Email: [gcurley@maniregallacurley.com](mailto:gcurley@maniregallacurley.com)

**As to Insurer Everest National Insurance Company:**

R. STACY LANE, ESQ.  
**BAILEY CAVALIERI**  
10 West Broad Street, Suite 2100  
Columbus, OH 43215  
Telephone: (614) 229-3203  
Email: [slane@baileycav.com](mailto:slane@baileycav.com)

**As to Insurer Starr Indemnity Insurance Company:**

JENNIFER L. MESKO, ESQ.  
**TUCKER ELLIS LLP**  
950 Main Ave., Suite 1100  
Cleveland, OH 44113  
Telephone: (216) 696-4579  
Email: [jennifer.mesko@tuckerellis.com](mailto:jennifer.mesko@tuckerellis.com)

**As to Insurer Landmark American Insurance Company:**

KEVIN MIKULANINEC, ESQ.  
WALKER WILCOX MATOUSEK LLP  
1 N. Franklin St., Suite 320  
Chicago, IL 60606  
Email: [kmikulanin@walkerwilcox.com](mailto:kmikulanin@walkerwilcox.com)

or to such other address as the **Party** to whom notice is to be given may, from time to time, designate in writing delivered in a like manner. All such notices shall be deemed received as of the date of personal delivery or five (5) days following deposit in the U.S. Mail. In addition, the **Receiver** shall comply, as required, with the Class Action Fairness Act of 2005 notice and any FRCP 23 notice requirements.

21. **Entire Agreement.** This **Settlement Agreement** constitutes the only existing and binding agreement of settlement among the **Parties**, and the **Parties** acknowledge that there are no other warranties, promises, assurances or representations of any kind, express or implied, upon which the **Parties** have relied in entering into this **Settlement Agreement**, unless expressly set forth herein. This **Settlement Agreement** shall not be modified except by written agreement signed by all **Parties**.

22. **Parties Affected.** This **Settlement Agreement** shall inure to the benefit of the **Parties** and their officers, directors, managers, members, shareholders, employees, partners, attorneys, professionals, affiliates, representatives, spouses, trustees, heirs, successors, assigns, and insurers.

23. **Governing Law/Forum Selection.** The **Parties** agree that the United States District Court for the Northern District of Ohio, Eastern Division shall have continuing jurisdiction to enforce the terms of this **Settlement Agreement**, the **Liquidation Litigation Trust**, and the **Medical Services Plan** and any related injunctive orders and the **Parties** expressly consent to the

exercise of personal jurisdiction over them for that purpose. This **Settlement Agreement** shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio, without regard to conflict of law principles.

24. **Acknowledgment of Terms.** The **Parties** have read and understand the terms of this **Settlement Agreement**, have consulted with their respective counsel, and understand and acknowledge the significance and consequence of each such term. No **Party** is relying on information provided by or from the other **Party** in entering into this **Settlement Agreement** and there are no duties of disclosure by any **Party** to any other **Party**. The **Parties** execute this **Settlement Agreement** after arm's length negotiations among the **Parties** and their respective counsel, and the **Settlement Agreement** reflects the conclusion of the **Parties** that this **Settlement Agreement** is in the best interests of the **Parties**. Each **Party** represents and warrants that the person executing this **Settlement Agreement** on his, her, or its behalf has all authority and legal right to do so and separately acknowledges and represents that this representation and warranty is an essential and material provision of this Settlement and shall survive execution of this **Settlement Agreement**.

25. **Advice of Counsel.** The **Parties** acknowledge that they have been represented by counsel of their own choice in the negotiations leading up to the execution of this **Settlement Agreement**, have read this **Settlement Agreement**, and have had the opportunity to receive an explanation from legal counsel regarding the legal nature and effect of same. The **Parties** have had the **Settlement Agreement** fully explained to them by their respective counsel and understand the terms and provisions of this **Settlement Agreement** and its nature and effect. The **Parties** further represent that they are entering into this **Settlement Agreement** freely and voluntarily,

relying solely upon the advice of their own counsel, and not relying on the representation of any other **Party** or of counsel for any other **Party**.

26. **Neutral Interpretation.** In the event any dispute arises among the **Parties** with regard to the interpretation of any term of this **Settlement Agreement**, all of the **Parties** shall be considered collectively to be the drafting party and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall be inapplicable.

27. **Execution of Documents in Counterparts.** This **Settlement Agreement** may be executed in counterparts; that is, not all signatures need appear on the same copy and execution of counterparts shall have the same force and effect as if the **Parties** had signed the same instrument. All such executed copies shall together constitute the complete **Settlement Agreement**. The **Parties** may execute this **Settlement Agreement** and create a complete set of signatures by exchanging PDF copies of the executed signature pages. Signatures transmitted in PDF format shall have the same effect as original signatures.

28. **Execution by Client or Counsel.** By execution below, consistent with this **Settlement Agreement**, each **Party** agrees and affirmatively represents that it has the full capacity and authority to execute, perform, and be bound by each and every term of this **Settlement Agreement**; and that if its undersigned counsel is executing this **Settlement Agreement** on its behalf, that such counsel is qualified and has the authority to do so and to bind its client to the terms of this **Settlement Agreement** as if the **Party** had actually signed the **Settlement Agreement**.

29. **Divisions and Headings.** The divisions of this **Settlement Agreement** into sections and subsections and the use of captions and headings in connection therewith are solely

for convenience and shall have no legal effect in construing the provisions of this **Settlement Agreement**.

30. **Waiver**. The failure of a **Party** to enforce any provision or provisions of this **Settlement Agreement** shall not in any way be construed as a waiver of any such provision or provisions as to any future violations thereof, nor prevent that **Party** thereafter from enforcing each and every other provision of this **Settlement Agreement**. The rights granted the **Parties** herein are cumulative and the waiver of any single remedy shall not constitute a waiver of such **Party's** right to assert all other legal remedies available to it under the circumstances. No extension of time of performance of an act or obligation under this **Settlement Agreement** shall constitute an extension of time of performance of any other act or obligation.

31. **Cooperation**. The **Parties** agree to cooperate with each other to the extent necessary and commercially reasonable, and use their collective best efforts, to enable the **Receiver** to obtain entry of the **Closing Orders** and to cause the **Closing Orders** to become **Final Orders**. The **Parties** agree to provide the **Receiver** and any successor(s) with any and all reasonably requested materials, documents, information and assistance in connection with the **Receiver's** efforts to seek and obtain entry of the **Settlement Order**. The **Parties** also agree to promptly execute and deliver such further documents and take such other actions as may be reasonably necessary to carry out the purpose and intent of this **Settlement Agreement**.

32. **No Public Statements**. The **Parties** agree not to make any public statement disparaging any of the other **Parties**. The **Parties** agree that there will be no press releases or public announcements of the **Settlement** reflected in this **Settlement Agreement**, other than the **Settlement Motion** seeking the Court's approval of the **Settlement Agreement** and any notice provisions required to seek the Court's approval of the **Settlement**.

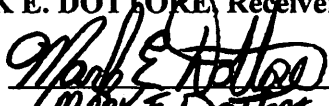


33. **Termination of Settlement Agreement:** Prior to entry of the **Settlement Order**, each of the **Parties** shall retain, in their sole discretion, the right to terminate the Settlement at any time if they do not obtain such consideration as they deem just and proper.

IN WITNESS WHEREOF, the **Parties** have executed this **Settlement Agreement** on the date(s) indicated below.

**MARK E. DOTTORE, Receiver**

**SHELLY MURPHY**

By:   
Name: MARK E. DOTTORE  
Title: RECEIVER  
Dated: OCTOBER 7TH 2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

**ROB PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**

**DEBBI LANNON-SMITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHRISTOPHER RICHARDSON**

**STACEY SWEENEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date(s) indicated below.

**MARK E. DOTTORE, Receiver**

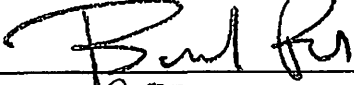
**SHELLY MURPHY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

**ROB PAUL**

By:   
Name: BRAD REED  
Title: CHIEF OPERATION OFFICER  
Dated: 10/8/24

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**

**DEBBI LANNON-SMITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHRISTOPHER RICHARDSON**

**STACEY SWEENEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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**MARK E. DOTTORE, Receiver**

**SHELLY MURPHY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

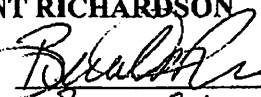
**ROB PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**


**DEBBI LANNON-SMITH**

By:   
Name: Brent Richardson  
Title: \_\_\_\_\_  
Dated: 10-1-2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHRISTOPHER RICHARDSON**

**STACEY SWEENEY**

By:   
Name: CHRISTOPHER RICHARDSON  
Title: \_\_\_\_\_  
Dated: 10/11/2024

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

33. **Termination of Settlement Agreement:** Prior to entry of the Settlement Order, each of the Parties shall retain, in their sole discretion, the right to terminate the Settlement at any time if they do not obtain such consideration as they deem just and proper.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date(s) indicated below.

**MARK E. DOTTORE, Receiver**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLY MURPHY**

By: Shelly Murphy  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ROB PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**

By: Brent Richardson  
Name: Brent Richardson  
Title: \_\_\_\_\_  
Dated: 10-1-2024

**DEBBI LANNON-SMITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHRISTOPHER RICHARDSON**

By: Chris Richardson  
Name: Chris Richardson  
Title: \_\_\_\_\_  
Dated: 10/1/2024

**STACEY SWEENEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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**MARK E. DOTTORE, Receiver**

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

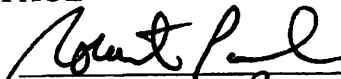
**SHELLY MURPHY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**ROB PAUL**

By:   
Name: ROBERT PAUL  
Title: Former SVP  
Dated: 10/3/24

**BRENT RICHARDSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**DEBBI LANNON-SMITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHRISTOPHER RICHARDSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STACEY SWEENEY**

By: \_\_\_\_\_  
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Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement on the date(s) indicated below.

**MARK E. DOTTORE, Receiver**

**SHELLY MURPHY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

**ROB PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**

**DEBBI LANNON-SMITH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: Debbi Lannon Smith  
Name: Debbi Lannon Smith  
Title: \_\_\_\_\_  
Dated: 10/2/2024

**CHRISTOPHER RICHARDSON**

**STACEY SWEENEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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**MARK E. DOTTORE, Receiver**

**SHELLY MURPHY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**THE DREAM CENTER FOUNDATION**

**ROB PAUL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**BRENT RICHARDSON**

**DEBBI LANNON-SMITH**

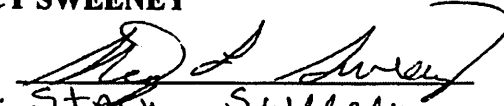
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Dated: \_\_\_\_\_

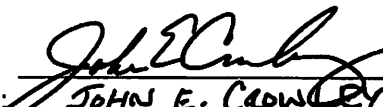
**CHRISTOPHER RICHARDSON**

**STACY SWEENEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By:   
Name: STACY Sweeney  
Title: \_\_\_\_\_  
Dated: 10 - 8 - 2024

**JOHN CROWLEY**

By:   
Name: JOHN E. CROWLEY  
Title: \_\_\_\_\_  
Dated: 10.1.24

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: *Chad M. Garrett*  
Name: Chad Garrett  
Title: CFO  
Dated: 10/2/24

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: Monica Carson  
Name: Monica Carson  
Title: \_\_\_\_\_  
Dated: 10.08.2024

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

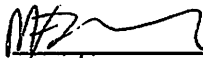
**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By:   
Name: Melissa Esbenshade  
Title: \_\_\_\_\_  
Dated: October 4, 2024

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: *Shelley Gardner*  
Name: SHELLEY GARDNER  
Title: STUDENT SERVICES  
Dated: 10/9/24

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: M - B  
Name: MATTHEW BARNETT  
Title: CHIEF EXEC. OFFICER  
Dated: 10/8/24

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: *Timothy D. Slottow*  
Name: *TIMOTHY D SLOTTOW*  
Title: \_\_\_\_\_  
Dated: *10/2/2024*

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**As to D&O, Timothy Slottow:**

TIMOTHY SLOTTOW  
~~1288 Ala Moana Blvd.~~ 1209 N. CHARLES ST.  
~~Apt 7B~~  
Honolulu, HI 96814 APT 206  
Cell: (734) 972-4261 BALTIMORE, MD  
Email: [timslottow@gmail.com](mailto:timslottow@gmail.com) 21201

**As to D&O, Rufus Glasper:**

RUFUS GLASPER  
2279 E. Crescent Way  
Gilbert, AZ 85298  
Cell: (602) 501-1997  
Email: [rglasper1@cox.net](mailto:rglasper1@cox.net); [glasper@league.org](mailto:glasper@league.org)

**As to D&O, Cynthia Baum:**

ALBERT J. MEZZANOTTE, JR., ESQ.  
WHITEFORD, TAYLOR & PRESTON, L.L.P.  
Steven Saint Paul Street  
Baltimore, Maryland 21202-1636  
Main Telephone: (410) 347-8700  
Direct Telephone: (410) 347-9471  
Email: [amezzanotte@wtplaw.com](mailto:amezzanotte@wtplaw.com)

**As to D&O, Jack DeBartolo:**

VICKI I. PODBERESKY, ESQ.  
Partner  
ANDRUES / PODBERESKY  
818 W. 7<sup>th</sup> Street, Suite 960  
Los Angeles, CA 90017  
Telephone: (213) 395-0400  
Facsimile: (213) 395-0401  
Cell: (310) 779-5728  
Email: [vpxd@aplaw.law](mailto:vpxd@aplaw.law)

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_


**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By:   
Name: Rufus Glasper  
Title: Board Member  
Dated: 10/3/2024

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_



JOHN CROWLEY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

CHAD GARRETT

TIMOTHY SLOTTOW

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

MONICA CARSON

RUFUS GLASPER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

MELISSA ESBENSHADE

JACK DEBARTOLO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: *Jack DeBartolo Jr.*  
Name: *JACK DEBARTOLO, JR.*  
Title: \_\_\_\_\_  
Dated: *10/9/2024*

SHELLEY GARDNER

CYNTHIA BAUM

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JOHN CROWLEY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**PASTOR MATTHEW BARNETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CHAD GARRETT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**TIMOTHY SLOTTOW**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MONICA CARSON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RUFUS GLASPER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MELISSA ESBENSHADE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JACK DEBARTOLO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_


**SHELLEY GARDNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**CYNTHIA BAUM**

By: *Cynthia Baum*  
Name: CYNTHIA BAUM  
Title: \_\_\_\_\_  
Dated: 10/2/2024

**MICHAEL LACROSSE**

By:   
Name: MIKE LACROSSE  
Title: CEO  
Dated: 10-1-24

**JAMES TERRELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EVEREST NATIONAL INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STARR INDEMNITY AND LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**LANDMARK AMERICAN INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MICHAEL LACROSSE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JAMES TERRELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: Randall Barton  
Name: RANDALL BARTON  
Title: \_\_\_\_\_  
Dated: 8 OCT 24

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EVEREST NATIONAL INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STARR INDEMNITY AND LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

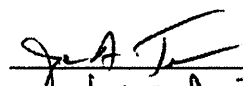
**LANDMARK AMERICAN INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MICHAEL LACROSSE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JAMES TERRELL**

By:  \_\_\_\_\_  
Name: James A. Terrell  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EVEREST NATIONAL INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STARR INDEMNITY AND LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**LANDMARK AMERICAN INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MICHAEL LACROSSE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JAMES TERRELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: Richard J. Pokorny  
Name: Richard J. Pokorny  
Title: Vice President  
Dated: 10/7/24

**EVEREST NATIONAL INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STARR INDEMNITY AND LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**LANDMARK AMERICAN INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**MICHAEL LACROSSE**

**JAMES TERRELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EVEREST NATIONAL INSURANCE COMPANY**

By: Elan Weiss  
Name: Elan Weiss  
Title: AVP - Management Liability Claims  
Dated: 10/7/2024

**STARR INDEMNITY AND LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**LANDMARK AMERICAN INSURANCE COMPANY**

By: [Signature]  
Name: KEVIN MIKULANINRE, WALKER WILCOX MATOUSIEK LLP  
Title: COUNSEL FOR LANDMARK  
Dated: 10/7/24

**MICHAEL LACROSSE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**JAMES TERRELL**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**RANDALL BARTON**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

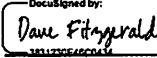
**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**EVEREST NATIONAL INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STARR INDEMNITY AND LIABILITY COMPANY**

By:  \_\_\_\_\_  
Name: Dave Fitzgerald  
Title: Chief Property/Casualty Claims Officer  
Dated: October 4, 2024

**LANDMARK AMERICAN INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_