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2015 MAR 11 PM 1:29  
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U.S. DISTRICT  
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*Attorneys for Gil A. Miller as Court-Appointed Receiver*

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**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

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SECURITIES EXCHANGE COMMISSION,

Plaintiff,

vs.

MANAGEMENT SOLUTIONS, INC., a  
Texas Corporation; WENDELL A.  
JACOBSON; and ALLEN R. JACOBSON

Defendants.

**ORDER GRANTING MOTION TO  
APPROVE SETTLEMENT  
AGREEMENT REGARDING CASCADE  
LENDING RESOURCES, LLC**

Case No. 2:11-cv-01165-BSJ

Judge Bruce S. Jenkins

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This matter came before the Court on March 10, 2014. Cory A. Talbot appeared on behalf of Gil A. Miller, the Court-appointed receiver in this matter (the "Receiver"), and John T. Anderson appeared on behalf of Cascade Lending Resources, LLC ("Cascade Lending"). At the hearing, counsel for the Receiver explained the Receiver's decision to pay the extension fees referenced in the Motion to Approve Settlement Agreement regarding Cascade Lending Resources, LLC (CM/ECF No. 2315) (the "Motion") and the proposed Settlement Agreement as

follows: Before this action was filed, the receivership entities Valley View Residential, LLC (“Valley View”) and Council Properties, LLC (“Council Properties”) obtained loans from Cascade Lending as described in the Motion. The parties’ agreements allowed for an extension of the loans’ maturity dates in return for payment of an extension fee. In early 2011, Valley View and Council Properties elected to extend the maturity dates of the loans accordingly. Against this backdrop, the Receiver agreed that it was appropriate to pay the extension fees as set out in the parties’ Settlement Agreement.

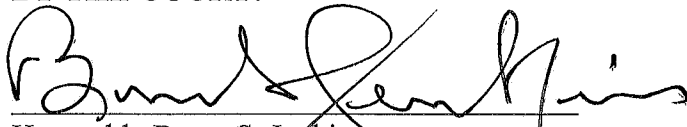
Having considered the Motion, the arguments of counsel, and good cause appearing, the Court hereby grants the Motion and ORDERS as follows:

1. The Settlement Agreement is necessary for the preservation of receivership property, is appropriate relief, and is in the best interests of the receivership estate.
2. The Settlement Agreement is approved, and the Receiver is authorized to execute and perform the Settlement Agreement.
3. Upon receipt of the payments required by the Settlement Agreement, the claims asserted by Cascade Lending in this receivership are deemed withdrawn with prejudice, each party to bear its own costs and attorneys’ fees, with the following exception: Cascade Lending loaned the principal amount of \$700,000 to the receivership entity Smokey Trail of Limon, LLC on February 11, 2010 (the “Smokey Trail Loan”). Pursuant to the Court-approved claims process, Cascade Lending timely filed a claim to recover amounts owing on the Smokey Trail Loan, which the Receiver has marked as “Claim Number 0496.” Cascade Lending does not waive Claim Number 0496, and Claim Number 0496 will be administered through the ordinary

claims process and is subject to possible validation or objection by the Receiver and ultimate allowance or denial by the Court.

DATED this 11<sup>th</sup> day of March, 2015.

**BY THE COURT:**



Honorable Bruce S. Jenkins  
*United States District Court Judge*