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Attorney General of California  
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*Attorneys for the People of the State of California*

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

AUG 28 2013

L. Hall

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF RIVERSIDE

**BY FAX**

MRG  
SEP 03 2013  
RM

14 **People of the State of California,**

15 Plaintiffs,

16 v.

18 **Help Hospitalized Veterans, et al.,**

19 Defendants.

Case No. RIC1212288

**SETTLEMENT AGREEMENT AND  
RELEASE AND [PROPOSED] ORDER**

Department 1: Honorable Sharon J. Waters

Action Filed: August 8, 2012

21 1. Parties: This Settlement Agreement and Release ("Settlement Agreement") is entered  
22 into by, between, and among the following settling parties: plaintiff the People of the State of  
23 California ("the People"); defendant Help Hospitalized Veterans, a California Nonprofit Public  
24 Benefit Corporation ("HHV"); defendant Roger Chapin ("Chapin"); defendant Michael Lynch  
25 ("Lynch"); defendant Thomas Arnold ("Arnold"); defendant Robert Beckley ("Beckley");  
26 defendant Gorham L. Black, III ("Black"); defendant Leonard Rogers ("Rogers"); defendant  
27 Robert Frank ("Frank"); and defendant Frank & Company, P.C. ("Frank & Co."). The parties to  
28 this Settlement Agreement are collectively also referred to as "the Settling Parties."

1       2.   Recitals:

2       2.1   The Court has personal jurisdiction of the Settling Parties and subject matter  
3 jurisdiction of the underlying action *People v. Help Hospitalized Veterans, et al.* (RIC1212288)  
4 (hereinafter referred to as "the Action").

5       2.2   Help Hospitalized Veterans ("HHV"), is a California nonprofit public benefit  
6 corporation whose assets are, and were at all times relevant herein, impressed with a charitable  
7 trust for the benefit of the People.

8       2.3   In August 2012, the Attorney General, on behalf of the People, sued the Defendants  
9 for multiple causes of action. The Attorney General filed a First Amended Complaint on August  
10 31, 2012 ("FAC"). The causes of action alleged in the FAC are the following: breach of  
11 fiduciary duty, aiding and abetting a breach of fiduciary duty, engaging in self-dealing  
12 transactions, excessive executive compensation, wrongful acquisition of property/unjust  
13 enrichment, misrepresentations in solicitations, and unfair competition (Business and Professions  
14 Code section 17200 et seq.).

15       2.4   By way of their respective Answers, the Defendants deny the allegations set forth in  
16 the FAC, and have raised various affirmative defenses.

17       2.5   The Settling Parties, each of whom desires to avoid the expense, uncertainty, and  
18 inconvenience of further litigation in this case, state all civil claims alleged against the  
19 Defendants arising out of the Action have been settled, and that the Court may enter the proposed  
20 Order below on the facts, terms, and conditions stated herein.

21       3.   Settlement Terms.

22       3.1   Defendant Chapin. Within 90 days of notice of the Court's execution of the Order on  
23 this Settlement Agreement, defendant Chapin shall deliver, by personal messenger, a certified  
24 check in the amount of \$500,000 to the Attorney General's Office located at 300 S. Spring Street,  
25 Suite 1702, Los Angeles, California, addressed to the attention of Deputy Attorney General Sonja  
26 K. Berndt. The check shall be made payable to the California Attorney General for attorney's  
27 fees and costs incurred by the Charitable Trusts Section, pursuant to Government Code sections  
28 12598 and 12586.2. This \$500,000 payment shall be used exclusively by the Charitable Trusts



1 Section for the administration of the Attorney General's charitable trust enforcement  
2 responsibilities. If the need arises, defendant Chapin may exercise a thirty-day grace period in  
3 which to make the first payment.

4 3.2 Defendant Chapin. Within 180 days of notice of the Court's execution of the Order  
5 on this Settlement Agreement, defendant Chapin shall deliver, by personal messenger, another  
6 certified check in the amount of \$500,000 to the Attorney General's Office located at 300 S.  
7 Spring Street, Suite 1702, Los Angeles, California, addressed to the attention of Deputy Attorney  
8 General Sonja K. Berndt. The check shall be made payable to the California Attorney General  
9 for attorney's fees and costs incurred by the Charitable Trusts Section, pursuant to Government  
10 Code sections 12598 and 12586.2. This \$500,000 payment is in addition to the payment set forth  
11 in paragraph 3.1 above and shall be used exclusively by the Charitable Trusts Section for the  
12 administration of the Attorney General's charitable trust enforcement responsibilities. If the need  
13 arises, defendant Chapin may exercise a thirty-day grace period in which to make the second  
14 payment.

15 3.3 Defendant Chapin. In addition to the payments set forth in paragraphs 3.1 and 3.2,  
16 above, HHV shall be the beneficiary on defendant Chapin's and his wife Elizabeth's life  
17 insurance policy in the amount of \$2 million. Roger and Elizabeth Chapin have a "second-to-die"  
18 policy of life insurance with Lincoln National Life Insurance Company in the amount of \$3  
19 million. HHV will be entitled to receive its \$2 million from Roger and Elizabeth Chapin's life  
20 insurance policy within 60 days after the last surviving spouse is deceased. If for any reason  
21 there is a default/lapse in the payment of premiums on the afore-mentioned life insurance policy,  
22 or the policy becomes ineffective for any reason, defendant Chapin agrees that a Stipulated  
23 Judgment for \$2 million shall be entered against him in favor of HHV. Such judgment in favor of  
24 HHV shall not affect any remedy the Attorney General has against defendant Chapin for breach  
25 of paragraphs 3.1 and/or 3.2 of this Settlement Agreement. If HHV ceases to exist at the time  
26 payment is due pursuant to this paragraph (3.3), then the California Attorney General shall select  
27 a California nonprofit public benefit corporation, exempt from taxation under IRC section  
28 501(c)(3), whose purpose is the same as, or similar to HHV's; that is, to benefit veterans.

1       3.4 Defendant Chapin. Defendant Chapin agrees that he will not serve as a director,  
2 officer, or trustee of any California charitable organization/entity/ foundation/group or charitable  
3 trust during his lifetime.

4       3.5 Defendant Lynch. Within 60 days of notice of the Court's execution of the Order on  
5 this Settlement Agreement, defendant Lynch shall retire as President and Chief Executive Officer  
6 of HHV and shall resign from HHV's Board of Directors. At his option, and on a voluntary basis,  
7 he may assist HHV in the transition to a new Board of Directors for up to six months from the  
8 date of his resignation.

9       3.6 Defendant Lynch. Notwithstanding any right and interest to retirement benefits under  
10 HHV's Defined Benefit Pension Plan ("Plan"), defendant Lynch voluntarily agrees to decrease  
11 his retirement benefit under the Plan to no more than \$160,000 per year. Defendant Lynch shall  
12 receive no retirement benefits except as provided under the Plan as modified by this provision of  
13 the Settlement Agreement.

14       3.7 Defendants Arnold, Beckley, Black, Lynch, and Rogers ("Director Defendants").  
15 Director Defendants each agree that they will not serve as a director, officer, or trustee of any  
16 California charitable organization/entity/foundation/group or charitable trust during their lifetime.

17       3.8 Director Defendants. Within 30 days of notice of the Court's execution of the Order  
18 on this Settlement Agreement, the Director Defendants shall deliver through their insurer,  
19 Philadelphia Indemnity Insurance Company ("Philadelphia"), a certified check in the amount of  
20 \$450,000 to the Attorney General's Office located at 300 S. Spring Street, Suite 1702, Los  
21 Angeles, California, addressed to the attention of Deputy Attorney General Sonja K. Berndt. The  
22 check shall be made payable to the California Attorney General. Following delivery of this  
23 payment, the Attorney General's Office shall pay the \$450,000 to HHV. If Philadelphia does not  
24 deliver the certified check for \$450,000 to the Attorney General's Office within 30 days of notice  
25 of the Court's execution of the Order on this Settlement Agreement, this Settlement Agreement in  
26 its entirety shall be null and void.

27       3.9 Director Defendants and Defendant HHV. In order to facilitate HHV's continued  
28 progress in fulfilling its charitable purposes, during the period of transition, the Director



1 Defendants shall engage in an orderly process to install new members of the Board of Directors  
2 as follows:

3 3.9.1 Within seven days of receiving notice that this Settlement Agreement is  
4 acceptable to the Attorney General, the Director Defendants will give the Attorney General's  
5 Office ("AGO") a list of recommended candidates to replace them as directors on HHV's Board  
6 of Directors ("the Initial List").

7 3.9.2 Within 30 days of receiving the Initial List, the Attorney General's Office will  
8 notify counsel for HHV which candidates are approved by the AGO, if any (the Approved List").

9 3.9.3 Within 30 days of the AGO's notification of counsel for HHV of the Approved  
10 List, the HHV Board of Directors shall either determine which individuals from the Approved  
11 List will be installed as new members of the Board of Directors, or provide the AGO with  
12 additional recommended candidates to replace the Director Defendants on the Board of Directors.  
13 If the Board of Directors approves candidates from the Approved List, then those candidates shall  
14 immediately be installed as directors of HHV.

15 3.9.4 Each of the Director Defendants other than defendant Lynch (whose  
16 resignation from the Board of Directors is otherwise provided for in this Settlement Agreement)  
17 shall resign on a rolling basis every 30 days from the date of notification of counsel for HHV of  
18 the Approved List, until all of the Director Defendants have resigned.

19 3.9.5 The selection and approval process described in section 3.9 of this Settlement  
20 Agreement may continue for a period of nine months from the date the Court executes the Order  
21 on this Settlement Agreement. If the parties cannot agree on all replacements to HHV's Board of  
22 Directors by the end of that nine-month period, then the replacement directors shall be selected by  
23 Edgar Nield, Esq., if he is available to do so, or by another independent mediator as agreed upon  
24 by the parties or appointed by the Court.

25 3.10. Director Defendants and Defendant HHV. The Director Defendants and Defendant  
26 HHV each agree that, until all new members of the HHV Board of Directors are appointed as  
27 provided for in this Settlement Agreement, HHV will not enter into any contracts that provide for  
28

1 contract lengths of more than one year, unless prior approval from the Office of Attorney General  
2 is obtained.

3 3.11 Defendant Frank and Frank & Co. Within 60 days of notice of the Court's execution  
4 of the Order on this Settlement Agreement, defendants Frank and Frank & Co. shall, through their  
5 insurer CAMICO Mutual Insurance Company, deliver a certified check in the amount of \$50,000  
6 to the Attorney General's Office located at 300 S. Spring Street, Suite 1702, Los Angeles,  
7 California, addressed to the attention of Deputy Attorney General Sonja K. Berndt. The check  
8 shall be made payable to the California Attorney General. Following delivery of this payment,  
9 the Attorney General's Office shall pay the \$50,000 to HHV.

10 3.12 Cooperation: Each Settling Party shall cooperate fully in the execution of this  
11 Settlement Agreement and any other documents and any other actions that may be necessary or  
12 appropriate to give full force and effect to the terms and intent of this Settlement Agreement.

13 4. General Provisions

14 4.1 Upon the performance of all duties, obligations and responsibilities required by this  
15 Settlement Agreement, each Settling Party shall be released and discharged by each of the other  
16 Settling Parties their employees, officers, agents, predecessors, successors and assigns from all  
17 civil liability, civil claims, civil damages and attorney's fees and costs whether or not known to  
18 them that relate to, or arise from, the allegations set forth in the FAC. The People and the  
19 Attorney General expressly do not release or discharge any of the Defendants from any criminal  
20 liability or criminal claims known or unknown to them that relate to, or arise from, the allegations  
21 set forth in the FAC. HHV expressly does not release or discharge Philadelphia Indemnity  
22 Insurance Company from any claims related to attorney's fees and defense costs under the  
23 directors' and officers' liability insurance policy held by HHV. The release and discharge set  
24 forth in this paragraph is binding on the parties to this Settlement Agreement and their  
25 predecessors, successors, heirs, beneficiaries, and assigns. This release and discharge shall not be  
26 construed to limit or prevent any party's ability to enforce the terms of this Settlement  
27 Agreement.  
28



1       4.2   **Waiver of California Civil Code Section 1542.** The Settling Parties understand and  
2 agree that, except as provided in paragraph 4.1, above, the releases contained herein extend to all  
3 claims of every nature and kind whatsoever, including but not limited to, the released claims, as  
4 set forth in Paragraph 4.1 above. In that regard, the Parties acknowledge that they are familiar  
5 with provisions of Section 1542 of the California Civil Code which reads as follows:

6               **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
7               **WHICH THE CREDITOR DOES NOT KNOW OR**  
8               **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE**  
9               **TIME OF EXECUTING THE RELEASE, WHICH IF**  
10              **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**  
11              **AFFECTED HIS OR HER SETTLEMENT WITH THE**  
12              **DEBTOR.**

13   The Settling Parties hereby knowingly and voluntarily waive any and all rights they may have  
14 under Section 1542, except as provided in paragraph 4.1, above.

15       4.3   This Settlement Agreement shall not constitute an admission or finding of any  
16 wrongdoing, fault, violation of law, or liability of any of the Defendants. Neither shall it be  
17 deemed or interpreted an admission of the existence or non-existence of any fact.

18       4.4   This Settlement Agreement contains the entire agreement and understanding among  
19 the Settling Parties concerning the subject matter of the Action and supersedes all other  
20 agreements of any kind concerning the subject matter of the Action. Each of the undersigned  
21 warrants that no promise or inducement has been offered to them except as set forth herein and  
22 that the Settlement Agreement is executed without reliance upon any statement or representation  
23 by any persons or parties, or their representatives, concerning the nature and extent of injuries  
24 and/or damages and/or legal liability herein.

25       4.5   Each of the Settling Parties acknowledges that he, she, or it has read the entire  
26 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the  
27 content with an attorney and make whatever investigation or inquiry that party may deem  
28 necessary or desirable in connection with the subject matter of the Settlement Agreement.

1 4.6 Each of the parties warrants that he, she, or it is legally competent to execute the  
2 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
3 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
4 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

5 4.7 This Settlement Agreement shall be binding upon the heirs, devisees, beneficiaries,  
6 affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and  
7 employees of each and every one of the Settling Parties.

8 4.8 This Settlement Agreement is a product of bargained-for, arms-length negotiations  
9 among the Settling Parties and their counsel. No party shall be considered the author of this  
10 Settlement Agreement.

11 4.9 This Settlement Agreement and all rights and obligations arising out of it shall be  
12 governed and construed in accordance with the laws of the State of California.

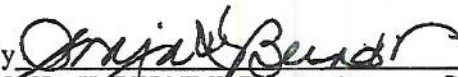
13 4.10 This Settlement Agreement constitutes a written stipulation within the provisions of  
14 California Code of Civil Procedure section 664.6 and may be enforced pursuant to the terms of  
15 that section. The Riverside County Superior Court will retain jurisdiction to enforce this  
16 Settlement Agreement pursuant to California Code of Civil Procedure section 664.6 et seq.

17 4.11 This Settlement Agreement may be executed in separate counterparts, each of which  
18 shall be deemed an original, and said counterparts shall together constitute one Settlement  
19 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to  
20 the original or same counterpart. All original signatures shall be delivered to Sonja K. Berndt,  
21 Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.

22 IT IS SO AGREED.

23 KAMALA D. HARRIS, Attorney General

24  
25 DATE: 8/21/2013

26 By   
SONJA K. BERNDT, Deputy Attorney General  
Attorneys for the People of the State of California

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28



1 GREENBERG GLUSKER FIELDS CLAMAN &  
2 MACHTINGER LLP  
3 FRED A. FENSTER, ESQ.  
4 DAN D. NABEL, ESQ.  
Attorneys at Law

5 DATE: July 19, 2013 By Fred A. Fenster  
6 FRED A. FENSTER, ESQ.  
Attorneys for Roger Chapin

7  
8 DATE: \_\_\_\_\_ By \_\_\_\_\_  
9 ROGER CHAPIN

10 DATE: \_\_\_\_\_ By \_\_\_\_\_  
11 DANE CHAPIN  
12 Conservator of, and on behalf of, Roger Chapin

13 FLUET HUBER & HOANG, PLLC  
14 HUGH P. QUINN, ESQ.  
15 JACK L. WHITE, ESQ.  
Attorneys at Law

16 DATE: \_\_\_\_\_ By \_\_\_\_\_  
17 HUGH P. QUINN, Esq.  
18 Attorneys for Help Hospitalized Veterans, Michael Lynch,  
19 Thomas Arnold, Robert Beckley, Gorham Black, III,  
Leonard Rogers

20 DATE: \_\_\_\_\_ By \_\_\_\_\_  
21 ROBERT BECKLEY  
22 Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

23  
24 DATE: \_\_\_\_\_ By \_\_\_\_\_  
25 MICHAEL LYNCH

26 DATE: \_\_\_\_\_ By \_\_\_\_\_  
27 THOMAS ARNOLD

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1 GREENBERG GLUSKER FIELDS CLAMAN &  
2 MACHTINGER LLP  
3 FRED A. FENSTER, ESQ.  
4 DAN D. NABEL, ESQ.  
Attorneys at Law

5 DATE: \_\_\_\_\_

By \_\_\_\_\_

FRED A. FENSTER, Esq.  
Attorneys for Roger Chapin

6  
7 DATE: 7/27/13

By \_\_\_\_\_

ROGER CHAPIN

8  
9 DATE: 7/27/13

By \_\_\_\_\_

DANE CHAPIN

Conservator of, and on behalf of, Roger Chapin

12  
13 FLUET HUBER & HOANG, PLLC  
14 HUGH P. QUINN, ESQ.  
15 JACK L. WHITE, ESQ.  
Attorneys at Law

16 DATE: \_\_\_\_\_

By \_\_\_\_\_

HUGH P. QUINN, Esq.  
Attorneys for Help Hospitalized Veterans, Michael Lynch,  
Thomas Arnold, Robert Beckley, Gorham Black, III,  
Leonard Rogers

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19  
20 DATE: \_\_\_\_\_

By \_\_\_\_\_

ROBERT BECKLEY  
Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

22  
23  
24 DATE: \_\_\_\_\_

By \_\_\_\_\_

MICHAEL LYNCH

25  
26 DATE: \_\_\_\_\_

By \_\_\_\_\_

THOMAS ARNOLD

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1 GREENBERG GLUSKER FIELDS CLAMAN &  
2 MACHTINGER LLP  
3 FRED A. FENSTER, ESQ.  
4 DAN D. NABEL, ESQ.  
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5 DATE: \_\_\_\_\_

By \_\_\_\_\_  
FRED A. FENSTER, Esq.  
Attorneys for Roger Chapin

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8 DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROGER CHAPIN

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10 DATE: \_\_\_\_\_

By \_\_\_\_\_  
DANE CHAPIN  
Conservator of, and on behalf of, Roger Chapin

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13 FLUET HUBER & HOANG, PLLC  
14 HUGH P. QUINN, ESQ.  
15 JACK L. WHITE, ESQ.  
Attorneys at Law

16 DATE: 8.10.2013

By  \_\_\_\_\_  
HUGH P. QUINN, Esq.  
Attorneys for Help Hospitalized Veterans, Michael Lynch,  
Thomas Arnold, Robert Beckley, Gorham Black, III,  
Leonard Rogers

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20 DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT BECKLEY  
Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

21  
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24 DATE: \_\_\_\_\_

By \_\_\_\_\_  
MICHAEL LYNCH

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By \_\_\_\_\_  
THOMAS ARNOLD

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GREENBERG GLUSKER FIELDS CLAMAN &  
MACHTINGER LLP  
FRED A. FENSTER, ESQ.  
DAN D. NABEL, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_ By \_\_\_\_\_  
FRED A. FENSTER, Esq.  
Attorneys for Roger Chapin

DATE: \_\_\_\_\_ By \_\_\_\_\_  
ROGER CHAPIN

DATE: \_\_\_\_\_ By \_\_\_\_\_  
DANE CHAPIN  
Conservator of, and on behalf of, Roger Chapin

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HUGH P. QUINN, ESQ.  
JACK L. WHITE, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_ By \_\_\_\_\_  
HUGH P. QUINN, Esq.  
Attorneys for Help Hospitalized Veterans, Michael Lynch,  
Thomas Arnold, Robert Beckley, Gorham Black, III,  
Leonard Rogers

DATE: 8/7/13 By Robert Beckley  
ROBERT BECKLEY  
Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

DATE: \_\_\_\_\_ By \_\_\_\_\_  
MICHAEL LYNCH

DATE: \_\_\_\_\_ By \_\_\_\_\_  
THOMAS ARNOLD

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1 GREENBERG GLUSKER FIELDS CLAMAN &  
2 MACHTINGER LLP  
3 FRED A. FENSTER, ESQ.  
4 DAN D. NABEL, ESQ.  
Attorneys at Law

5 DATE: \_\_\_\_\_

By \_\_\_\_\_  
FRED A. FENSTER, Esq.  
Attorneys for Roger Chapin

7  
8 DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROGER CHAPIN

9  
10 DATE: \_\_\_\_\_

By \_\_\_\_\_  
DANE CHAPIN  
Conservator of, and on behalf of, Roger Chapin

12  
13 FLUET HUBER & HOANG, PLLC  
14 HUGH P. QUINN, ESQ.  
15 JACK L. WHITE, ESQ.  
Attorneys at Law

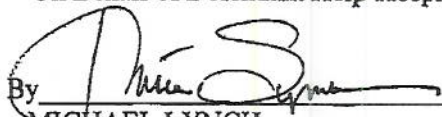
16 DATE: \_\_\_\_\_

By \_\_\_\_\_  
HUGH P. QUINN, Esq.  
Attorneys for Help Hospitalized Veterans, Michael Lynch,  
18 Thomas Arnold, Robert Beckley, Gorham Black, III,  
19 Leonard Rogers

20 DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT BECKLEY  
Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

22  
23  
24 DATE: 8.9.13

By   
MICHAEL LYNCH

25  
26 DATE: \_\_\_\_\_

By \_\_\_\_\_  
THOMAS ARNOLD

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GREENBERG GLUSKER FIELDS CLAMAN &  
MACHTINGER LLP  
FRED A. FENSTER, ESQ.  
DAN D. NABEL, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_

By \_\_\_\_\_  
FRED A. FENSTER, Esq.  
Attorneys for Roger Chapin

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROGER CHAPIN

DATE: \_\_\_\_\_

By \_\_\_\_\_  
DANE CHAPIN  
Conservator of, and on behalf of, Roger Chapin

FLUET HUBER & HOANG, PLLC  
HUGH P. QUINN, ESQ.  
JACK L. WHITE, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_

By \_\_\_\_\_  
HUGH P. QUINN, Esq.  
Attorneys for Help Hospitalized Veterans, Michael Lynch,  
Thomas Arnold, Robert Beckley, Gorham Black, III,  
Leonard Rogers

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT BECKLEY  
Chairman of the Board of Directors  
On Behalf of Defendant Help Hospitalized Veterans

DATE: \_\_\_\_\_

By \_\_\_\_\_  
MICHAEL LYNCH

DATE: 8/8/13

By Thomas Arnold  
THOMAS ARNOLD

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DATE: 6/9/13

By Robert Beckley  
ROBERT BECKLEY

DATE: \_\_\_\_\_

By \_\_\_\_\_  
GORHAM L. BLACK, III

DATE: \_\_\_\_\_

By \_\_\_\_\_  
LEONARD ROGERS

CHAPMAN GLUCKSMAN DEAN ROEB & BARGER  
RANDALL J. DEAN, ESQ.  
LAUREN KADISH, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_

By \_\_\_\_\_  
RANDALL J. DEAN

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT FRANK  
As an Individual

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT FRANK  
President  
On Behalf of FRANK & COMPANY, P.C.

**ORDER**

IT IS SO ORDERED.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SHARON J. WATERS  
Judge of the Superior Court

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DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT BECKLEY

DATE: 8 August 2013

By   
GORHAM L. BLACK, III

DATE: \_\_\_\_\_

By \_\_\_\_\_  
LEONARD ROGERS

CHAPMAN GLUCKSMAN DEAN ROEB & BARGER  
RANDALL J. DEAN, ESQ.  
LAUREN KADISH, ESQ.  
Attorneys at Law

DATE: \_\_\_\_\_

By \_\_\_\_\_  
RANDALL J. DEAN

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT FRANK  
As an Individual

DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT FRANK  
President  
On Behalf of FRANK & COMPANY, P.C.

**ORDER**

IT IS SO ORDERED.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SHARON J. WATERS  
Judge of the Superior Court

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ROBERT BECKLEY

Chairman of the Board of

Directors

On Behalf of Defendant Help Hospitalized Veterans

DATE: \_\_\_\_\_

By \_\_\_\_\_

MICHAEL LYNCH

DATE: \_\_\_\_\_

By \_\_\_\_\_

THOMAS ARNOLD

[continued on next page]

DATE: \_\_\_\_\_

By \_\_\_\_\_

ROBERT BECKLEY

DATE: \_\_\_\_\_

By \_\_\_\_\_

GORHAM L. BLACK, III

DATE: 8/9/2013

By  \_\_\_\_\_

LEONARD ROGERS

CHAPMAN GLUCKSMAN DEAN ROEB & BARGER

RANDALL J. DEAN, ESQ.

LAUREN KADISH, ESQ.

Attorneys at Law

DATE: \_\_\_\_\_

By \_\_\_\_\_

RANDALL J. DEAN

DATE: \_\_\_\_\_

By \_\_\_\_\_

ROBERT

FRANK

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DATE: 5/9/13 By Robert Beckley  
ROBERT BECKLEY

DATE: \_\_\_\_\_ By \_\_\_\_\_  
GORHAM L. BLACK, III

DATE: \_\_\_\_\_ By \_\_\_\_\_  
LEONARD ROGERS

CHAPMAN GLUCKSMAN DEAN ROEB & BARGER  
RANDALL J. DEAN, ESQ.  
LAUREN KADISH, ESQ.  
Attorneys at Law

DATE: 8/21/13 By Randall J. Dean  
RANDALL J. DEAN

DATE: \_\_\_\_\_ By \_\_\_\_\_  
ROBERT FRANK  
As an Individual

DATE: \_\_\_\_\_ By \_\_\_\_\_  
ROBERT FRANK  
President  
On Behalf of FRANK & COMPANY, P.C.

ORDER

IT IS SO ORDERED.

DATE: Aug 28, 2013 Sharon J. Waters  
SHARON J. WATERS  
Judge of the Superior Court

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DATE: \_\_\_\_\_

By \_\_\_\_\_  
ROBERT BECKLEY

DATE: \_\_\_\_\_

By \_\_\_\_\_  
GORHAM L. BLACK, III

DATE: \_\_\_\_\_

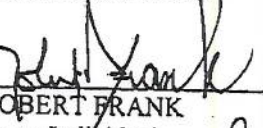
By \_\_\_\_\_  
LEONARD ROGERS

CHAPMAN GLUCKSMAN DEAN ROEB & BARGER  
RANDALL J. DEAN, ESQ.  
LAUREN KADISH, ESQ.  
Attorneys at Law

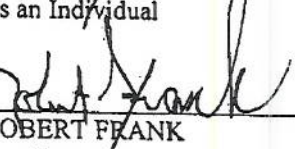
DATE: \_\_\_\_\_

By \_\_\_\_\_  
RANDALL J. DEAN

DATE: 7/22/13

By   
ROBERT FRANK  
As an Individual

DATE: 7/22/13

By   
ROBERT FRANK  
President  
On Behalf of FRANK & COMPANY, P.C.

ORDER

IT IS SO ORDERED.

DATE: \_\_\_\_\_

\_\_\_\_\_  
SHARON J. WATERS  
Judge of the Superior Court

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