

**FILED**

IN THE DISTRICT COURT

2017 SEP 15 A 9:52

TERRI PIRTLE WILLARD  
RUSK COUNTY DISTRICT CLERK

BY Low DEPUTY

VAL RYAN & JOY RYAN,

Plaintiffs,

v.

PETER G. MILNE, P.C., Individually &  
d/b/a ELDER ADVISORY SERVICES and/or  
THE ELDER SERVICES OFFICE OF  
PETER G. MILNE, P.C.; PETER G. MILNE,  
Individually & d/b/a ELDER ADVISORY  
SERVICES; RICHARD HICKS, Individually &  
d/b/a ELDER ADVISORY SERVICES and/or  
ELDER TAX ADVISORY GROUP;  
ELDER ADVISORY SERVICES, LLC;  
ELDER TAX ADVISORY GROUP, LLC,  
HEALY, MILNE & ASSOCIATES, P.C.,  
STEVENSON CAPITAL WEALTH  
MANAGEMENT, LLC and RANDY  
STEVENSON,

Defendants.

RUSK COUNTY, TEXAS

4th JUDICIAL DISTRICT

**FINAL JUDGMENT & ORDER OF DISMISSAL WITH PREJUDICE**

*BE IT REMEMBERED* that on this, the 15 day of September 2017, came on for consideration Plaintiffs' Motion for Final Approval of Class Action Settlement pursuant to Rule 42, TEX. R. CIV. P. The parties appeared in person and and through their respective attorneys of record. The Court, having reviewed the evidence and considered the arguments of Counsel, finds that the Motion is well-taken and should be, in all respects, **GRANTED**.

*IT IS, THEREFORE, ORDERED, ADJUDGED and DECREED* as follows:

1. All terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the litigation and over all parties to the litigation including all members of the Settlement Class.
3. The Court hereby appoints Val & Joy Ryan as Class Representatives and James Holmes as Class Counsel for purposes of effectuating this Settlement.
4. The Court hereby certifies for settlement purposes a Class of all individuals or entities who/which paid a fee to Richard Hicks, Elder Advisory Services, LLC and/or Elder Tax Advisory Group, LLC for Enjoined Services since January 1, 2005. The Settlement Class does not include Defendants, their present and former officers and directors, their immediate families and their legal representatives, heirs, successors or assigns or any entity in which Defendants have a controlling interest. Also excluded from the Class are those Persons who timely submitted a proper request for exclusion.
5. With respect to the Settlement Class the Court finds that: (a) the members of the class are so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the named Plaintiffs are typical of the claims of the Settlement Class; (d) the named Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all the Class Members and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Settlement Class in individually controlling the prosecution of separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Settlement Class; (iii) the desirability

or undesirability of concentrating the litigation of these claims in this particular forum and (iv) the difficulties likely to be encountered in the management of the class action.

6. Pursuant to Rule 42, TEX. R. CIV. P., the Court hereby finally approves the Settlement Agreement and finds that it is, in all respects, fair, reasonable, and adequate to, and is in the best interests of, the named Plaintiffs and each of the Settlement Class Members. The Court further finds the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of Plaintiffs, Settlement Class Members and the Defendants.
7. The distribution and publication of the Summary Notice as provided for in the Order Preliminarily Approving Settlement constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Such notice provided the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and such notice fully satisfied the requirements of Texas Rules of Civil Procedure, the requirement of due process and any other applicable law.
8. Upon the Effective Date, the named Plaintiffs and each of the Settlement Class Members who has not timely excluded himself or herself from the settlement, shall be deemed to have, and by operation of this Final Judgment & Order of Dismissal with Prejudice shall have, fully, finally and forever released, relinquished and discharged all Released Claims against the Released Parties on behalf of themselves, their current, former or future

agents, personal and legal representatives, assigns, spouses, heirs, devisees, executors, trustees, administrators, principals and related and affiliated entities.

9. Upon the Effective Date, the named Plaintiffs and all Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred and enjoined from commencing, instituting or continuing to prosecute any action or proceeding of any kind in any court of law or equity, arbitration tribunal, administrative forum, or any other forum of any kind, asserting against any of any of the Released Claims against the Released Parties.
10. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by operation of this Final Judgment & Order of Dismissal with Prejudice shall have, fully, finally, and forever released all of the Released Claims against the Released Parties.
11. The Court approves the requests of Larry Carter of Beggs, Oklahoma and Louise Fleetwood of Tyler, Texas to be excluded from the settlement and the Court's Final Judgment. Except as to Mr. Carter and Ms. Fleetwood, this suit and all claims contained herein, including all of the Released Claims, are dismissed with prejudice as to the named Plaintiffs and the other Settlement Class Members as against the Released Parties.
12. The Court confirms the parties' denial of the claims submitted by or on behalf of Mr. Don Murray, Ms. Delois Robinson, Ms. Dorothy Jackson, Ms. Norma Ray Williams and Ms. Willie Ruth Tatum.
13. The Court confirms the parties' approval of the remaining claims received and directs Class Counsel to notify those class members of the anticipated amount of their payment and the person/entity to whom/which the payment shall be made on or before September

22, 2017. The parties shall file a Joint Application for Final Distribution Order not later than November 1, 2017 informing the Court of any objections to the proposed distributions.

14. The Court approves Plaintiffs' Application for an Award of Attorney's Fees in the amount of \$38,333.33 in litigation fees & expenses and \$2,750.00 in settlement administration fees.
15. Nothing contained in the Settlement Agreement or this Order (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing, fault or liability of Defendants or the Released Parties or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, wrongdoing, omission or liability of any Defendant or the Released Parties in any court of law or equity, arbitration tribunal, administrative proceeding in any court, administrative agency or other tribunal or any other forum of any kind. Defendant and the Released Parties may file the Settlement Agreement and/or this Final Judgment and Dismissal with Prejudice in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reductions or any other theory of, without limitation, claims preclusion or issue preclusion or similar defense or counterclaim. In addition, nothing contained in this paragraph shall prevent the Settlement Agreement and this Final Judgment & Order of Dismissal with Prejudice (or any agreement or order relating thereto) from being used, offered or received in evidence in any proceeding to approve, enforce or otherwise effectuate the Settlement Agreement

(or any agreement or order relating thereto) or this Final Judgment & Order of Dismissal with Prejudice, or the Proofs of Claim and Release as to the Defendants and the Released Parties.

16. Without affecting the finality of this Final Judgment & Order of Dismissal with Prejudice in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement Agreement and any award or distribution of the settlement funds; (b) disposition of the settlement funds and (c) all parties for the purpose of construing, enforcing, and administering the Settlement Agreement.
17. In the event that the Settlement Agreement does not become effective or the Effective Date does not occur then this Final Judgment & Order of Dismissal with Prejudice shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void.

*SIGNED*, this 15 day of September 2017.

  
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*JUDGE PRESIDING*