

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

APR 24 2009

PATRICIA PRESLEY, COURT CLERK
by _____
DEPUTY

Oklahoma Department of Securities)
ex rel. Irving L. Faught,)
Administrator,)
)
Plaintiff,)
)
v.)
)
American Liberty Insurance & Financial)
Services, an unincorporated entity;)
LightHouse Marketing Incorporated, an)
Oklahoma corporation; and Travis Ray)
Winnett, an individual,)
)
Defendants.)

Case No. CJ-2007-5605

ORDER REVISING TERMS OF THE ORDER OF REPAYMENT

This matter came on for hearing this 21st day of April, 2009, before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma. The Court, having reviewed all of the evidence offered and the Court file, and being advised that the parties agree to the entry of this Order, finds as follows:

1. On June 28, 2007, Plaintiff filed the Petition alleging that Defendants engaged, directly and/or indirectly, in the offer and sale of insurance premium funding plans through which participants (Investors) were promised returns of 8% per year for five years or 10% per year for six years (Premium Funding Plans).

2. On August 30, 2007, Defendants agreed to a *Stipulation and Consent to Final Order* (Stipulation and Consent) and the entry of a *Final Order, Judgment and Permanent Injunction* (Final Order).

3. On August 30, 2007, this Court ordered that Defendants return Investor funds in the amount of One Hundred Eighteen Thousand Two Hundred and Ninety-Eight Dollars and Twenty-

Four Cents (\$118,298.24) (Repayment Order), which Defendants agreed to pay over a two (2) year period as follows:

a) a sum of Five Thousand Dollars (\$5,000.00) per month, to be paid no later than the first of each month beginning on the 1st day of April, 2008, and continuing to and including February 1, 2010; and

b) a final payment of Three Thousand Two Hundred and Ninety-Eight Dollars and Twenty-Four Cents (\$3,298.24), by the 1st day of March, 2010.

4. To date, Defendants have paid the sum of Twenty-Five Thousand Dollars (\$25,000.00) into the RCB Bank account. Because Defendants failed to fulfill the terms of the Repayment Order, an *Application for Contempt Citation* was filed by Plaintiff on November 4, 2008. The matter is set for trial on April 10, 2009.

5. The parties have agreed to a modification of the Repayment Order to implement a new payment schedule. The parties have agreed to continue the contempt trial for six (6) months to determine Defendants' compliance with the new payment schedule.

Defendants agree to pay a minimum sum of \$1,000.00 per month, commencing May 1, 2009, and on or before the 15th of each month thereafter, until the total amount is paid. After six (6) months, Defendants' financial situation will be reevaluated by the parties. Defendants agree to provide documentation to the Plaintiff within ten (10) calendar days evidencing the payments made and the source of the funds used to make such payments. In the event that Defendants are unable to make a payment when due, they will have ten (10) calendar days to make the payment without penalty. Defendants agree that failure to make a required payment pursuant to the terms of this Order will be a violation of this Order and constitute contempt of court.

Therefore, based on the evidence reviewed, the Court finds that the following order should be entered.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Defendants pay a minimum sum of One Thousand Dollars (\$1,000.00), on a monthly basis, commencing May 1, 2009, and on or before the 15th of each month thereafter, until the total amount is paid. After six (6) months, Defendants' financial situation will be reevaluated by the parties. Defendants agree to provide documentation to the Plaintiff within ten (10) calendar days evidencing the payments made and the source of the funds used to make such payments. In the event that Defendants are unable to make a payment when due, they will have ten (10) calendar days to make the payment without penalty. Defendants agree that failure to make a required payment pursuant to the terms of this Order will be a violation of this Order and constitute contempt of court.

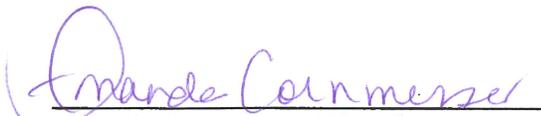
IT IS FURTHER ORDERED that the Order of Permanent Injunction entered herein on August 30, 2007, will remain in full force and effect, subject to the provisions of this Order, and that this Court will retain jurisdiction of this matter for the purpose of enforcement of this Order, the Order of Permanent Injunction, and the Stipulation.

THIS ORDER IS ENTERED this 21st day of April, 2009.

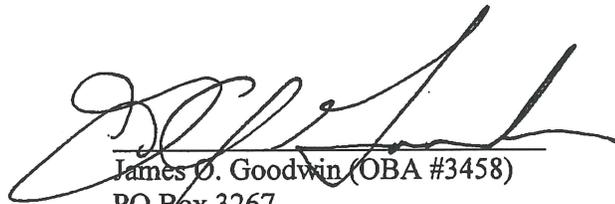
PATRICIA G. PARRISH

DISTRICT COURT JUDGE

Approved as to form and substance:



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Attorney for Plaintiff



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Attorney for Defendants

I, PATRICIA PRESLEY, Court Clerk for Oklahoma County, Okla., hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this 24 day of April, 2009

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By J. Sandberg Deputy

CERTIFICATE OF MAILING

The undersigned certifies that on the 24th day of April, 2009, a true and correct copy of the foregoing *Order Revising Terms of the Order of Repayment* was mailed by first class mail, with postage prepaid thereon, to the following:

James O. Goodwin
PO Box 3267
Tulsa, OK 74101-3267



Amanda Cornmesser