

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Merrimack Superior Court
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NOTICE OF DECISION

**Christopher M. Candon, ESQ
Sheehan Phinney Bass & Green PA
1000 Elm St
PO Box 3701
Manchester NH 03105-3701**

AUG 22 2013

Case Name: **In the Matter of the Liquidation of Noble Trust Company**
Case Number: **217-2008-EQ-00053**

Enclosed please find a copy of the court's order of August 20, 2013 relative to:

Order on Joint Mot. of Liquidator & Credit Suisse Assented to by Wells Fargo for Approval of Their Settlement Agreement & Mutual Release of Claims Regarding Lincoln National Policy; Order Granting Mot. for Approval of Settlement Agreement & Assignment of Claims w/ Stanley D Miller & Assigning Parties

August 21, 2013

William S. McGraw
Clerk of Court

(484)

C: Steven A Solomon, ESQ; Russell F Hilliard, ESQ; Thomas Hetherington, ESQ; Gordon J MacDonald, ESQ; John M Sullivan, ESQ; Noble Trust Company; Peter C.L. Roth, ESQ; Byrne J. Decker, ESQ; Michele E. Kenney, ESQ; Jonathan P. Pavlovcak, ESQ; William S. Gannon, ESQ; J. Christopher Marshall, ESQ; Bertrand A. Zalinsky, ESQ; Benjamin E. Marcus, ESQ; Keriann Roman, ESQ; David D. Cowan; Steven J. Lauwers, ESQ; Michael S. Lewis, ESQ; Nathan R. Lander, ESQ; James F. Laboe, ESQ; Stephen A. Serfass

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS

SUPERIOR COURT

Docket No. 08-E-0053

**In the Matter of the Liquidation of
Noble Trust Company**

**ORDER GRANTING MOTION FOR APPROVAL
OF SETTLEMENT AGREEMENT AND ASSIGNMENT OF CLAIMS
WITH STANLEY D. MILLER AND ASSIGNING PARTIES**

Upon consideration of the Liquidator's Motion for Approval of Settlement Agreement and Assignment of Claims with Stanley D. Miller and Assigning Parties dated June 6, 2013 (the "Motion"), pursuant to which the Liquidator of Noble Trust Company (the "Liquidator" and "Noble Trust," respectively),¹ and Stanley D. Miller, individually and in his capacity as trustee under those trusts identified in the Settlement Agreement ("Miller" and, such trusts collectively, the "Miller Trusts"), Heath McLaughlin ("McLaughlin"), Caldwell Life Strategies Corporation, successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC ("Caldwell") and RCX I LLC, successor to Aqua Blue Wealth Management, LLC ("RCX," and together with Miller, the Miller Trusts, McLaughlin and Caldwell, the "Assigning Parties"), seek approval of their Settlement Agreement and Assignment of Claims (the "Settlement Agreement"); due written notice of the Motion, the hearing on the Motion and the deadline for filing objections thereto having been given and served upon all creditors and other interested persons entitled thereto in the manner specified by the procedures approved by this Court; the Court having reviewed the Motion and

¹ At the time of the execution of the Settlement Agreement, Ronald A. Wilbur was the Liquidator of Noble Trust. On February 1, 2013, Glenn A. Perlow was appointed by order of this Court the successor Liquidator of Noble Trust. As successor Liquidator, Mr. Perlow endorses the Settlement Agreement and by the Motion moves for its approval.

having reviewed the Confidential Affidavit supporting the Motion and the Settlement Agreement filed under seal in accordance with this Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012; there being no objections made to the relief requested; and having found that approval of the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's judgment, is fair and reasonable and is in the best interests of this estate and its creditors; and, after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted, and the Settlement Agreement is approved. The Liquidator, Assigning Parties and all other parties are authorized to take all steps and execute all documents necessary or permitted to consummate or otherwise enter into the Settlement Agreement.
2. In compliance with the procedures approved by this Court, the Liquidator has provided adequate notice to creditors and other interested persons of the hearing on the Motion, the issues to be decided at the hearing, and the deadline for filing objections.
3. The Effective Date² shall be deemed to occur on the date that this order shall have become non-appealable or, in the event of an appeal, has been affirmed after all appeals therefrom have been exhausted.
4. Upon the Effective Date of the Settlement Agreement, each Assigning Party, for itself and on behalf of any and all of its respective partners, predecessors and successors in interest, heirs, executors, administrators, assigns, parent companies, subsidiary companies, affiliates, transferees, insurers, beneficiaries, consultants, auditors, investors, purchasers, and

² Capitalized terms used in this Order and not otherwise defined herein are intended to have the same meaning as ascribed to them in the Settlement Agreement.

present and former directors, officers, owners, employees, agents, attorneys and representatives, shall be deemed to have assigned to the Liquidator its entire right, title and interest in any and all claims or interests that any such Assigning Party ever had, may have, or now has, against any and all persons and entities, including the Liquidator, Noble Trust, Aegean Scotia, Balcarres Group, LLC, the Insurers, the Noble Clients, and the respective heirs, successors, administrators, assigns, officers, directors, shareholders, members and agents of each of the foregoing, as the case may be, relating in any way to Noble Trust, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers.

5. Upon the Effective Date of the Settlement Agreement, the Liquidator, for himself and on behalf of his predecessors and successors, shall be deemed to have released and discharged forever each of the Assigning Parties, and any and all of their predecessors and successors in interest, heirs, executors, administrators, transferees, insurers, and present and former directors, officers, owners, employees, agents and representatives, from any and all actions, suits, damages, claims or interests of any kind and description, whether direct, derivative, contingent, fixed, liquidated, unliquidated, known, unknown, legal or equitable arising prior to the Effective Date of the Settlement Agreement which the Liquidator ever had, may have, or now has, or could assert against any and all of the Assigning Parties relating in any way to the Life Insurance Policies or the Miller Trusts.

6. RCX shall indemnify and hold harmless the Liquidator from any losses, costs, claims, or expenses that the Liquidator incurs as a result of any claims made by third parties relating to the Miller Trusts or the Life Insurance Policies or any breach of the representations and warranties made by RCX in the Settlement Agreement, such indemnity being limited to the amount of the Assignment Payment plus reasonable attorney fees and expenses incurred by the

Liquidator relating thereto. The foregoing indemnification shall not apply to or include any claims or defenses now or hereafter made or asserted by the Insurers, the Noble Clients, or beneficiaries of the Life Insurance Policies, or their successors or assigns, relating to the issuance, procurement of or benefits due or owing under the Life Insurance Policies.

7. Upon the Effective Date of the Settlement Agreement, any opposition or objection by Miller or the Assigning Parties to the Settlement and Release Agreement dated as of November 6, 2008 between the Liquidator and PHL Variable Insurance Company (the "Phoenix Agreement") are withdrawn and/or overruled, and specifically the Miller Objections and the Miller Ownership Motion (as defined in the Order on Liquidator's Motion for Approval of Settlement and Release Agreement with PHL Variable Insurance Company that was approved by this Court on July 7, 2009 (the "Phoenix Settlement Order")) are overruled and denied, respectively. The Liquidator's Motion for Approval of the Phoenix Agreement with respect to the Gorham and Trasente Policies (as defined in the Phoenix Settlement Order) is approved, and the terms of the Phoenix Agreement relating to the Gorham and Trasente Policies shall govern the disposition of those policies and the remaining funds in the Settlement Account (as defined in the Phoenix Settlement Order), subject to the payment terms set forth in the Settlement Agreement and this Order.

8. Upon the Effective Date of the Settlement Agreement, in consideration of the assignments granted by the Assigning Parties, the Liquidator shall release and deliver to Miller, as agent for the Assigning Parties, the Assignment Payment.

So Ordered.

Dated: August 20, 2013


Hon. Larry M. Smukler