

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

PATRICK O. HOWARD, et al.,

Defendants.

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CIVIL ACTION NO. 3:17-cv-420-E

ORDER

Before the Court is Receiver’s Unopposed Motion to Approve (I) Proposed Settlement with Former Counsel to Receivership Entities; and (II) Payment of His Special Litigation Counsel’s Fees and Expenses Related to Proposed Settlement (Doc. 127). The Court has reviewed the proposed settlement between the Receiver and “Law Firm B.”¹ The Court **GRANTS** the motion. Accordingly, the Receiver is authorized to sign the Settlement Agreement and is authorized to pay his special litigation counsel’s fees and expenses related to settlement.

Nothing herein or in the Settlement Agreement shall be interpreted as altering or waiving any rights under the Order Appointing Receiver. Nor shall anything herein or in the Settlement Agreement be interpreted as a settlement of any claims against “Law Firm A” or to support a defense in favor of Law Firm A based on doctrines of preclusion or estoppel. The Receiver shall retain all rights, claims, defenses, and causes of action against Law Firm A, including, but not limited to, a malpractice claim against Law Firm A based on the acts and omissions of (i) Law

¹ Law Firm B and another firm labeled “Law Firm A” are both specifically identified in the Settlement Agreement, which has been filed with the Court under seal.

Firm A, (ii) the two individual attorneys who served as the engagement partners for the receivership entities, and (iii) other Law Firm A partners, associates, employees, and/or agents.

SO ORDERED.

Signed December 17, 2019.

A handwritten signature in black ink, appearing to read "Ada Brown", written over a horizontal line.

ADA BROWN
UNITED STATES DISTRICT JUDGE