United States v. Northwest Trustee Services, Inc. (W.D. Wash.), Civil No. 2:17-cv-1686-JLR

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, NORTHWEST TRUSTEE SERVICES, INC., AND ELLIOTT BAY ASSET SOLUTIONS, LLC AS COURT APPOINTED <u>GENERAL RECEIVER FOR NORTHWEST TRUSTEE SERVICES, INC.</u>

I.   INTRODUCTION

1   ("Agreement")
Plaintiff, the United States of America ("the United States"), through

("   "), through

"General Receiver")
                    are referred to herein as the "Parties."

II.   RECITALS

resolves the allegations contained in the United States'
United States v. Northwest Trustee Services, Inc.
    1 -   -1   -

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(hereinafter "Civil Action").

the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. §§
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        1   *see*

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In re Receivership of Northwest Trustee Services, Inc. & RCO Legal, P.S. 1 - - 14 - Superior Court) (the "Receivership Action").

belonging to NWTS and RCO Legal, P.S. (the "Receivership Property").

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public's best interest, that

nited States' claims, and in consideration

III.   STATEMENT OF CONSIDERATION

United States'

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United States

v. Northwest Trustee Services, Inc.   1 - -1 -

IV.   TERMS AND CONDITIONS

A. SCRA POLICIES AND TRAINING

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Attorney's Office, 700 Stewart Street, Suite 5220, Sea   1 1-1   1

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B.   COMPENSATION

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NWTS's creditors.

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NWTS's

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person's   14

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C.   OTHER RELIEF

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**D.   ADDITIONAL REPORTING AND
RECORD-KEEPING REQUIREMENTS**

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V.   SCOPE OF SETTLEMENT AGREEMENT

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VI.   IMPLEMENTATION AND ENFORCEMENT

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14   King County Superior Court's
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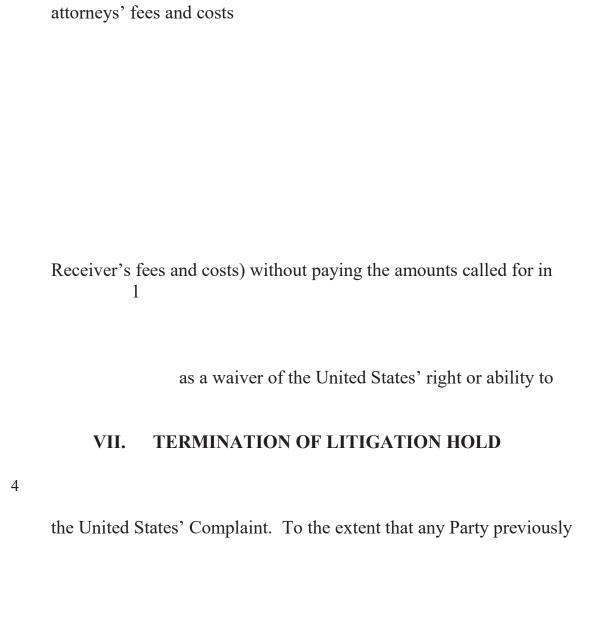Within fourteen (14) days after the King County Superior Court's
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States'   t's

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attorneys' fees and costs

Receiver's fees and costs) without paying the amounts called for in

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as a waiver of the United States' right or ability to

VII.   TERMINATION OF LITIGATION HOLD

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the United States' Complaint. To the extent that any Party previously

VIII. DURATION, EXECUTION, AND OTHER TERMS

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obligation by another party, the performance of one party's duties or

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NWTS's

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49. This Agreement is governed by and shall be interpreted under the laws of the United States.

For the United States of America:

DATE: **9/24/18**

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For Northwest Trustee Services, Inc. & Elliott Bay Asset Solutions, LLC:

DATE: _____09. 26. 18_____

_____Stuart Heath_____

Stuart Heath, Member
Elliott Bay Asset Solutions, LLC
Court Appointed General Receiver for Northwest Trustee Services, Inc.

APPENDIX A

RELEASE

In consideration for the parties' agreement to the terms of the Settlement Agreement resolving <u>United States v. Northwest Trustee Services, Inc.</u>, Case No. 2:17-cv-1686-JLR (W.D. Wash.), and Northwest Trustee Services, Inc.'s payment to me of $_____ and any additional distributions made pursuant to the Settlement Agreement, I hereby release and forever discharge all claims, arising prior to the date of this Release, related to the facts at issue in the litigation referenced above and related to the alleged violations of Section 3953 of the Servicemembers Civil Relief Act, that I may have against Northwest Trustee Services, Inc. and Elliott Bay Asset Solutions, Inc. as the Court Appointed General Receiver for Northwest Trustee Services, Inc. all related entities, parents, predecessors, successors, subsidiaries, and affiliates, and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and its heirs, executors, administrators, successors or assigns.

Executed this _____ day of _____, 20__ .

_____
[PRINT NAME]

_____
[SIGNATURE]