

Exhibit

B

Frishberg Financial Services, Inc. d/b/a DFFS Capital Management, Inc., and all of the entities they own or control (collectively, the “Receivership Entities”).

- c. The term “BusinessRadio Note Plan” refers to that plan or series of transactions whereby investors made loans to BusinessRadio Network, L.P. and/or any of its related entities (collectively, “BusinessRadio”) by or through any of the Wallace Bajjali Parties as their agent.
- d. The term “BusinessRadio Note Holders” refers to the investors, their heirs, successors, agents and assigns, who subscribed to the BusinessRadio Note Plan and/or made loans to BusinessRadio by or through any of the Wallace Bajjali Parties as their agent.

WHEREAS, on September ____, 2011, the Receiver filed a motion (Doc. __) (the “Motion”) (i) seeking a determination that the proposed settlement between the Receiver and the Wallace Bajjali Parties be deemed fair, equitable, reasonable, and in the best interest of the Receivership Estate and, thus, be approved by the Court; and (ii) seeking an Order, as a condition of the proposed settlement, permanently barring or enjoining any and all BusinessRadio Note Holders from commencing or continuing any judicial, administrative, arbitration, or other proceeding and/or asserting or prosecuting any claims and/or causes of action against any of the Wallace Bajjali Parties arising out of, in connection with, or relating in any way to the BusinessRadio Note Plan, the loans made to BusinessRadio or its related entities by the BusinessRadio Note Holders, and/or the notes issued by BusinessRadio or its related entities to the BusinessRadio Note Holders, and

WHEREAS, due and proper notice of the Motion, the proposed settlement, and any hearing on the Motion, has been given to all interested persons, and the Court has considered the

papers filed and arguments made by the Receiver in support of his Motion, and any objections to the Motion, and such other and further evidence as has been presented to the Court.

NOW, THEREFORE, it is hereby ORDERED that:

- I. The Motion is GRANTED;
- II. The settlement between the Receiver and the Wallace Bajjali Parties, as specifically provided for in the Compromise Settlement and Release Agreement, attached to the Motion as Exhibit 1, is hereby approved;
- III. Any and all of the BusinessRadio Note Holders are hereby permanently barred, restrained, and enjoined, consistent with general equitable principles and in accordance with this Court's ancillary equitable jurisdiction in this matter, from commencing or continuing any judicial, administrative, arbitration, or other proceeding and/or asserting or prosecuting any claims and/or causes of action against any of the Wallace Bajjali Parties arising out of, in connection with, or relating in any way to the BusinessRadio Note Plan, the loans made to BusinessRadio or its related entities by the BusinessRadio Note Holders, and/or the notes issued by BusinessRadio or its related entities to the BusinessRadio Note Holders;
- IV. Neither the Wallace Bajjali Parties' settlement with the Receiver, nor any of the settlement's terms or provisions, nor any of the negotiations or proceedings in connection with the settlement, nor any of the documents or statements referred to therein shall be construed as or deemed in any judicial, administrative, arbitration or other type of proceeding to be evidence of a presumption, concession, or an admission by the Wallace Bajjali Parties of the truth of any fact alleged or the validity of any claim that has been,

could have been, or in the future might be asserted in the SEC Action or any other judicial, administrative, arbitration or other proceeding;

- V. The rights of the BusinessRadio Note Holders to participate in the claims process for the Receiver's ultimate plan of distribution for the Receivership Estate shall not be impaired by this Order;
- VI. The Court shall have and retain jurisdiction over all matters related to the administration, interpretation, effectuation, or enforcement of this Order, the Compromise Settlement and Release Agreement between the Wallace Bajjali Parties and the Receiver, and any related disputes; and
- VII. The clerk shall promptly serve copies of this Order upon all parties to the SEC Action.

IT IS SO ORDERED, this _____ day of _____, 2011.

Nancy F. Atlas
United States District Judge