

**\*\*NOT FOR PRINTED PUBLICATION\*\***

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION

SECURITIES AND EXCHANGE  
COMMISSION,

*Plaintiff,*

v.

JAMES G. TEMME and  
STEWARDSHIP FUND, LP,

*Defendants.*

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Civil Action No. 4:11-cv-655

**ORDER**

Before the Court is Receiver Keith M. Aurzada’s (the “Receiver”) Motion to Approve Settlement and for Entry of Bar Order (the “Motion”) [Doc. #281]. The court, having considered the Motion, the evidence, the responsive briefing, the arguments of counsel, the objections of any creditors or claimants, if any, and the relevant legal principles, finds and concludes that the Motion and the relief requested therein should be GRANTED and therefore orders that:

1. For purposes of this Order, the following terms shall have the following meanings:
  - (a) The term “Receiver” refers to Keith M. Aurzada, in his capacity as receiver for Jay Temme (“Temme”), Stewardship Fund, LP (“Stewardship Fund”), and all of their affiliates or other entities under their direct or indirect control together with their respective successors or assigns, including any successor receiver, trustee, or custodian for any of such parties, (collectively, the “Receivership Entities”).
  - (b) The term “HSP/Harbour Parties” refers to Charles A. Vose, III, Edward C. Lasater, II, Duncan A. Lee, Home Solutions Capital, LLC, Home Solutions GP, LP, Home Solutions Advisors, LLC, Home Solutions Partners I, LP, Home Solutions Partners I REO, LLC, Home Solutions Partners III, LP, Home Solutions

Partners III REO, LLC, Home Solutions Partners IV, LP, Home Solutions Partners IV REO, LLC, Harbour Portfolio Advisors, LLC, Harbour Portfolio Capital, LLC, Harbour Portfolio GP, LP, Harbour Portfolio V, LLC, Harbour Portfolio VI, LP and any of their respective relatives, heirs, successors, assigns, affiliates, agents, parent companies, partners, subsidiaries, employees, and anyone acting by or through them, except that Home Solutions Partners II, LP and Home Solutions Partners II REO, LLC are specifically excluded from this term.

- (c) The term “Receivership Orders” refers to the following orders entered by the court in the above-styled action (the “SEC Matter”): (1) Agreed Order Appointing Receiver over Entities Under Control of James G. Temme entered October 28, 2011 [Doc. #24]; (2) Agreed Order Appointing Receiver over Stewardship Fund, LP and Related Entities entered October 28, 2011 [Doc. #25]; and (3) Order Appointing Receiver over James G. Temme dated November 3, 2011 [Doc. #30].
- (d) The term “Settlement Agreement” refers to the Compromise and Settlement Agreement and Full, Final, and Mutual Release of Claims by and between the Receiver and the HSP/Harbour Parties, a true and correct copy of which was included as Exhibit A in the appendix in support of the Motion, as such agreement may have been or may hereafter be modified, amended, supplemented, or restated in whole or in part.
- (e) The term “Stewardship Investment Plan” refers to the various investment plans arranged, executed, or orchestrated by Temme or Stewardship Fund, LP calling for investments into any one or more of the Receivership Entities.
- (f) The term “Stewardship Creditors” refers to any and all persons or entities (including any of their direct or indirect relatives, heirs, successors, assigns, affiliates, agents, parent companies, partners, subsidiaries, employees, and anyone acting by or through them) heretofore or hereafter asserting any claims of any type or nature directly or indirectly against any of the Receivership Entities or on account of any transaction with any of the Receivership Entities. Such term shall include, without limitation, (i) any person or entity who files a claim, (ii) any person or entity asserting any claim at any time on account of any investment, loan, transfer of money or other property, or other transaction involving any of the Receivership Entities, regardless of whether such person, entity, creditor or claimant files a claim with the Receiver or enters an appearance in the receivership proceeding, and (iii) any person or entity who invested in any Stewardship Investment Plan.

2. The Receiver’s Motion seeks authorization and approval for the Receiver to enter into and perform the Settlement Agreement with the HSP/Harbour Parties and requests that the court:

- (a) determine that the proposed Settlement Agreement between the Receiver and the HSP/Harbour Parties be deemed fair, equitable, reasonable, and in the best interests of the Receivership Entities and the receivership estate, and thus be authorized and approved by the court; and
- (b) enter an order, as a condition of the proposed settlement, permanently barring or enjoining any and all Stewardship Creditors from commencing or continuing any judicial, administrative, arbitration, or other proceeding, and from asserting or prosecuting any claims or causes of action, against any of the HSP/Harbour Parties and certain persons and entities affiliated with the HSP/Harbour Parties, arising out of, in connection with, or relating in any way to the Receivership Entities, the Stewardship Investment Plan, any investments made in any of the Receivership Entities by the Stewardship Creditors, and any transfers made to or received by any of the HSP/Harbour Parties, directly or indirectly, from any of the Receivership Entities.

3. The Receiver provided due and proper notice of the Motion, the Settlement Agreement, the proposed settlement, and any hearing on the Motion, to all interested persons, and the court has considered the papers filed and arguments made by the Receiver in support of the Motion, as well as any objections to the Motion, and such other and further evidence as has been presented to the court.

4. The court has found, concluded, and determined that the Motion should be GRANTED, and it is therefore ORDERED that:

- (a) the Motion is GRANTED;
- (b) The Settlement Agreement between the Receiver and the HSP/Harbour Parties is AUTHORIZED and APPROVED; and
- (c) Any and all of the Stewardship Creditors and any and all holders of any equity interests in any of the Receivership Entities are permanently BARRED, RESTRAINED, and ENJOINED, consistent with general equitable principles and in accordance with this court's ancillary equitable jurisdiction in the SEC Matter, from: (i) commencing or continuing any judicial, administrative, arbitration, or other proceeding of any kind whatsoever and asserting or prosecuting any claims and causes of action against any of the HSP/Harbour Parties or their respective

past, present, and future agents, officers, directors, employees, heirs, beneficiaries, representatives, managers, relations by blood and marriage, affiliates, predecessors, successors, assigns, and related entities, including their current or former general partners and limited partners, arising out of, in connection with, or relating in any way to the Receivership Entities, the Stewardship Investment Plan, any investments made in any of the Receivership Entities by the Stewardship Creditors, or any transfers made to or received by any of the HSP/Harbour Parties, directly or indirectly, from any of the Receivership Entities, (ii) enforcing, attaching, collecting, or recovering by any manner or means, whether directly or indirectly, from any of the HSP/Harbour Parties any judgment, award, decree, or other order on account of such party's claims against or interests in any of the Receivership Entities, (iii) creating, perfecting, or enforcing in any manner, directly or indirectly, any encumbrance of any kind as to any property of any of the HSP/Harbour Parties whether currently existing or hereafter acquired, and (iv) asserting any right of setoff, recoupment, or subrogation of any kind as to any of the HSP/Harbour Parties.

5. Neither the HSP/Harbour Parties' settlement with the Receiver, nor any of the terms or provisions of the Settlement Agreement, 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 HSP/Harbour 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 Matter, or in any other judicial, administrative, arbitration, or other proceeding.

6. The rights of the Stewardship Creditors and any equity holders of any of the Receivership Entities to participate in the claims process for the Receiver's ultimate plan of distribution for the Receivership Entities shall not be impaired by this Order.

7. This Order is a collateral and appealable Order as of the date of its entry.

8. The court shall have and retain jurisdiction over all matters related to the administration, interpretation, effectuation, or enforcement of this Order, the Settlement

Agreement, and any related disputes.

9. The Clerk of Court shall promptly serve copies of this Order upon all parties to the SEC Matter.

So **ORDERED** and **SIGNED** this **16** day of **April, 2014**.



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Ron Clark, United States District Judge