

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

SECURITIES AND EXCHANGE COMMISSION,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	Civil Action No. 1:13-cv-01036-ML
	§	
ROBERT A. HELMS, ET AL.,	§	
<i>Defendants,</i>	§	
	§	
and	§	
	§	
WILLIAM L. BARLOW AND GLOBAL CAPITAL	§	
VENTURES, LLC,	§	
<i>Relief Defendants.</i>	§	

**RECEIVER’S MOTION FOR ORDER APPROVING PROPOSED SETTLEMENT AND
FOR ENTRY OF ANCILLARY ORDERS**

COMES NOW Thomas L. Taylor III (“Receiver”), Court-appointed receiver in the above-styled action (the “Enforcement Action”) for the defendants¹ and all entities they own or control (the “Defendants”), and respectfully moves the Court for entry of an Order approving a proposed settlement with William J. Brock (“Brock”) and Iron Rock, LLC (“Iron Rock, LLC”) (together, the “Brock Parties”).² Receiver further asks the Court to enter an Order enjoining certain parties from commencing or continuing certain legal proceedings against the Brock

¹ Robert A. Helms (“Helms”), Janniece S. Kaelin (“Kaelin”), Deven Sellers, Roland Barrera, Vendetta Royalty Partners, Ltd. (“Vendetta Partners”), Vendetta Royalty Management, LLC (“Vendetta Management”), Vesta Royalty Partners, LP, Vesta Royalty Management, LLC, Iron Rock Royalty Partners, LP (“Iron Rock Royalty Partners”), Iron Rock Royalty Management, LLC (“Iron Rock Royalty Management”), Arcady Resources, LLC, Barefoot Minerals, G.P. (“Barefoot Minerals”), G3 Minerals, LLC, Haley Oil Company, Inc. (“Haley Oil”), Lake Rock, LLC, SeBud Minerals, LLC and Technicolor Minerals, G.P. (“Technicolor Minerals”).

² Capitalized terms not defined in this Motion have the same meaning given to them in the proposed Compromise Settlement and Release Agreement (attached hereto as Exhibit 1).

Parties related to the offerings of Vendetta Partners and related entities which have been placed in receivership by this Court.

I. BACKGROUND

A. SEC Enforcement Actions and Appointment of the Receiver

The Securities and Exchange Commission (the “Commission”) commenced the Enforcement Action on December 3, 2013, alleging that Defendants Helms and Kaelin, through entities under their control, offered and sold securities in the form of limited partnership interests issued by Defendants Vendetta Partners, Vesta Partners and Iron Rock Royalty Partners. Helms and Kaelin controlled these entities through their respective general partners -- Defendants Vendetta Management, Vesta Management and Iron Rock Royalty Management. The Commission further alleged that Helms and Kaelin implemented a Ponzi scheme through the entity Defendants.

This Court, acting *ex parte*, entered a Temporary Restraining Order on the same day (Doc. 10) (the “TRO”), restraining and enjoining the Defendants, *inter alia*, from further violating the anti-fraud provisions of the federal securities laws, and granting further ancillary relief enjoining the destruction of books and records, ordering interim accountings by the Defendants and authorizing expedited discovery. On December 18, 2013, the Court entered a Preliminary Injunction, by consent, against all of the Defendants (Doc. 37). The Receiver consented to the Preliminary Injunction as to the entity Defendants.

Contemporaneously with the TRO, this Court entered an Order Appointing Receiver (Doc. 11), appointing Thomas L. Taylor III as equity Receiver for the Defendants. This Court directed the Receiver to take control and possession of, to operate the Receivership Estate, and to perform all acts necessary to conserve, hold, manage and preserve the value of the Receivership

Estate. On May 28, 2014, this Court entered the First Amended Order Appointing Receiver (Doc. 76) (collectively with Doc. 11, the “Orders Appointing Receiver”).³

B. Receiver’s Potential Claims Against the Brock Parties

Through the Orders Appointing Receiver, the Receiver is authorized, empowered and directed to investigate the manner in which the financial and business affairs of the Defendants were conducted and, as necessary and appropriate, institute legal proceedings or compromise claims for the benefit and on behalf of the Receivership Estate. *Id.* ¶42. Receiver’s authority to bring claims on behalf of the Receivership Entities bears directly on his proposed settlement with the Brock Parties.

Through his investigation into the financial and business affairs of the Defendants, the Receiver has determined that the Brock Parties worked on behalf of various Defendants in finding new LP investors. Mr. Brock received compensation in exchange for finding additional limited partner investors into Vendetta Partners. In this regard, Brock received compensation from Vendetta Partners and related Defendant entities and Brock was an active LP investor in Vendetta over a two-year period. Brock invested \$642,500 into Vendetta Partners over a two year period. He has maintained throughout that he was unaware of the alleged scheme that was being undertaken.

Brock was also a “co-founder” of Iron Rock Royalty Partners and an owner of, and member of the ownership team for, its general partner Iron Rock Royalty Management through Lake Rock, LLC, which was wholly owned and controlled by Brock. As he had with Vendetta Partners, Brock received compensation in exchange for finding and introducing a limited partner investor into Iron Rock Royalty Partners.

³ Citations to the Orders Appointing Receiver refer to pages and paragraphs in Doc. 76.

C. Terms of the Receiver's Settlement Agreement with the Brock Parties

On behalf of the Receivership Estate and all persons who have substantive claims against the Receivership Estate, the Receiver has entered into the proposed Compromise Settlement and Release Agreement (the "Settlement Agreement," attached hereto as Exhibit 1 and incorporated by reference herein) with the Brock Parties, the essential terms of which are:

- (1) The Brock Parties shall pay to the Receivership Estate \$200,000 in twelve (12) equal monthly installments starting within fourteen (14) days of the Effective Date (as defined in the Settlement Agreement);
- (2) The Brock Parties shall fully release the Receiver, the Receivership Estate, and the Receivership Entities from any and all claims which could be asserted by any of them against the Receiver, the Receivership Estate, and the Receivership Entities;
- (3) The Brock Parties shall fully waive and release any and all right to participate, individually or jointly with others, in the claims process for the Receiver's ultimate plan of distribution of Estate assets (notionally in the amount of \$469,921.17);
- (4) The Receiver shall fully release each of the Brock Parties from any and all claims which could be asserted by him on behalf of the Receivership Estate or the Receivership Entities against any of them; and
- (5) The Receiver shall seek entry of the proposed Final Claim Bar Order (the "Bar Order," attached to the Settlement Agreement as Exhibit B) enjoining all VRP Limited Partners, IRRP Limited Partners, Iron Rock Royalty Partners, Receivership Claimants, Receivership Entities, and Vendetta Partners (as defined in the Settlement Agreement) from commencing or continuing any judicial, administrative, arbitration, or other proceeding and/or asserting or prosecuting any claims and/or causes of action against the Brock Parties arising out of, in connection with, or in any way relating to Iron Rock Royalty Partners, Receivership Claimants, the Receivership Entities, the Receivership Estate, Vendetta Partners, the Vendetta Offering, the Iron Rock Offering, or the Enforcement Action. The Bar Order shall not impair the rights of the Receivership Claimants to participate in the claims process for the Receiver's ultimate plan of distribution of Estate assets.

For the reasons set forth below, the Receiver represents to the Court that the proposed settlement with the Brock Parties is fair, equitable, and reasonable, and is in the best interests of

the Receivership Estate and all who would claim substantive rights to distribution of Estate assets, and urges that the Court approve it.

The Receiver respectfully submits that this matter does not require oral argument, unless opposition to the Motion is subsequently submitted to the Court. Notice of this Motion (including a copy of this Motion and exhibits) shall be served by regular, first-class United States mail and/or electronic mail on all known persons and entities sought to be bound by the proposed Bar Order (a list of whom is attached to the Settlement Agreement as Exhibit C). The Notice provides that the Court could act on this Motion if no opposition to this Settlement is filed with the Court within fourteen (14) days of the filing of this Motion. Notice of such service will be filed with this Court. This Motion and all exhibits hereto shall also be posted on the Receivership Estate's website at www.vendettaroyaltyreceivership.com where they may be reviewed in their entirety. A copy of this Motion will be provided to any party upon request, which may be directed to:

Thomas L. Taylor III, Receiver
The Taylor Law Offices, P.C.
4550 Post Oak Place Drive, Suite 241
Houston, Texas 77027

The Receiver has discussed this Motion and the proposed Settlement Agreement with counsel for the Plaintiff Securities and Exchange Commission, who does not oppose this motion.

II. ARGUMENT AND AUTHORITIES

A. Receiver's Authority to Enter into Settlement

Pursuant to the Orders Appointing Receiver, the Receiver is directed and authorized to "assume and control the operation of the [] Defendants and ... pursue and preserve all of their claims." *Id.* ¶5. Moreover, the Receiver is also authorized to "bring such legal actions based on law or equity ... as the Receiver deems necessary or appropriate in discharging his duties," *id.*

¶7(I), and further to “investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and ... to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate.” *Id.* ¶43. The Receiver may also “investigate, prosecute, defend ... or otherwise ... compromise ... actions ... as may in his discretion ... be advisable or proper to recover or conserve Receivership Property.” *Id.* ¶42. In carrying out his duties pursuant to the Orders Appointing Receiver, the Receiver must also “take such action[s] as necessary and appropriate for the preservation of Receivership Property.” *Id.* ¶7(G).

Consequently, although Court approval of the settlement is not expressly required by the Orders Appointing Receiver, the settling parties submit the Settlement Agreement for the Court’s review in order to ensure full transparency and notice to the Court and the public. The Parties also seek to obtain entry of the Bar Order from the Court.

B. The Settlement Is Fair and in the Best Interest of the Receivership Estate

The proposed Settlement Agreement is the result of months-long efforts by the Receiver and negotiations with the Brock Parties to come to settlement terms that are both fair and equitable to the Receivership Estate and all persons who have substantive claims against the Receivership Estate.

The Receiver asserts claims against the Brock Parties under fraudulent conveyance statutes including, without limitation, for transfers made to the Brock Parties from the Receivership Entities as compensation for finding and introducing investors into Vendetta Partners and Iron Rock Royalty Partners. As alleged by the Commission, Helms and Kaelin operated the Receivership entities as a fraudulent Ponzi scheme. Pursuant to holdings of the U.S. Court of Appeals for the Fifth Circuit, “proving that [a transferor] operated as a Ponzi scheme establishes the fraudulent intent behind the transfers it made.” *Janvey v. Alguire*, 647 F.3d 585,

598 (5th Cir. 2011) (quoting *SEC v. Res. Dev. Int'l, LLC*, 487 F.3d 295, 301 (5th Cir. 2007)); see also *Warfield v. Byron*, 436 F.3d 551, 558 (5th Cir. 2006). The Receiver has further asserted that the Brock Parties cannot establish the affirmative defenses of good faith transferees who took for reasonably equivalent value. See TEX. BUS. & COM. CODE §24.009(a). The Receiver further asserts that the Receivership Estate has valid causes of action, including actions based in tort, which the Receiver could bring against the Brock Parties with regard to Mr. Brock's association with Vendetta Partners and Iron Rock Royalty Partners. The Brock Parties deny liability with regard to all such claims.

The Receiver also has been charged by the Court with minimizing the expenses incurred by the Estate in order to effectuate a maximum distribution to Estate claimants. The Receiver has taken these mandates into consideration in negotiating and analyzing this proposed Settlement Agreement.

In assessing the proposed Settlement Agreement, Receiver has analyzed (a) the potential claims he could bring against the Brock Parties, (b) the likelihood of success on the merits, (c) the expense of litigation (both to the Estate for prosecuting those claims and to the Brock Parties for defending against them -- expenses which would affect what funds would be available to satisfy any potential judgment in favor of the Receiver), and (d) the length of any potential litigation.

The Receivership Estate will directly benefit from payments by the Brock Parties of \$200,000 (approximately 95% of transfers to them as compensation). Moreover, the Brock Parties have agreed to waive and release all claims which could have been asserted in the Receivership's regular claims process pursuant to the eventual plan of distribution which will be presented to this Court for approval; such claims are notionally in the amount of \$469,921.17.

The waiver of these claims increases the percentage of net out-of-pocket losses which can be returned to other defrauded investors. The Receiver estimates that litigating this dispute with the Brock Parties would cost the Estate, conservatively, \$250,000.

C. Assessing the Potential Claims Against Brock Parties

The Receiver's overall fairness determination is based on the economic reality of the proposed settlement, which also takes into account the prospects for litigation the Receiver, and the Receivership Claimants, could pursue against the Brock Parties. As noted above, the Receiver has standing to initiate and pursue litigation against the Brock Parties for claims related to the receipt of funds fraudulently obtained by the Vendetta Defendants from investors, and other tort claims related to the status of the Brock Parties and their positions in certain Receivership Entities. Receivership Claimants could potentially assert claims vis-à-vis Brock's activities related to the offering of Vendetta Partners and Iron Rock Royalty Partners securities, and his ownership position with Iron Rock Royalty Partners. In evaluating those claims, and their potential outcomes, however, the Receiver is bound to make a realistic assessment of all factors bearing upon settlement versus extended litigation, the costs associated with it, and the collectability of any potential judgment.

The Brock Parties would vigorously defend all claims asserted against them in connection with the Enforcement Action, regardless of which potential plaintiff commenced the action. The protracted litigation would deplete actual and potential Receivership Estate assets in two material respects: (i) through the Estate's incurring legal fees and expenses associated with any litigation brought by the Receiver, and (ii) through the legal fees and expenses incurred by the Brock Parties in defense of litigation brought by the Receiver, or otherwise. These defense costs of the Brock Parties would deplete the very funds available to satisfy an adverse judgment, if obtained by the Receiver.

The claims with the highest likelihood of success, in the Receiver's view, are those relating to the alleged fraudulent transfer of investor funds from the Vendetta Defendants to the Brock Parties. The outcome of other potential claims in litigation, including the tort claims described above, are less certain. While obtaining a judgment on the claims against the Brock Parties is more likely, in the Receiver's view, even if obtained, the Estate's ability to collect such a judgment would be contingent upon the Brock Parties' ability to respond in judgment and could be impaired by the costs of the very litigation through which any such judgments were obtained.

It is the Receiver's judgment that protracted litigation against the Brock Parties, brought by him or by any other plaintiff, would materially affect the Receiver's ability to collect any monetary judgment rendered against the Brock Parties. This settlement is the most effective way to maximize the value to the Receivership Estate and its claimants, Receivership Claimants included. The Receiver will collect \$200,000 from the Brock Parties which will be used for the benefit of the Estate and its claimants through the eventual claims process initiated by the receiver and approved by this Court. The Receivership Claimants will participate in that eventual claims process, and any claims against the Brock Parties will be effectuated through claims made against the Receivership Estate. It is the Receiver's judgment that the entry of the Bar Order will benefit the Receivership Claimants and the Receivership Estate as a whole.

D. Enjoining Proceedings Against the Brock Parties Ensures the Receiver's Ability to Collect Settlement Amounts from the Brock Parties

The entry by the Court of the Bar Order is important to the Receiver's negotiated settlement with the Brock Parties, and will help to ensure that the Brock Parties are able to satisfy payment of the Settlement Amount (as defined in the Settlement Agreement) to the Receivership Estate for the benefit of defrauded investors. The Bar Order sought by the Receiver

and the Brock Parties would enjoin Receivership Claimants (as defined in the Settlement Agreement) from commencing or continuing any legal proceeding and/or asserting or prosecuting any cause of action against any of the Brock Parties arising out of, in connection with, or in any way relating to the Enforcement Action, the Receivership Entities, the Vendetta Offering, the Iron Rock Offering, and the operations, management, and proceed-raising activities of Vendetta Partners, Iron Rock Royalty Partners, or any other Receivership Entity or Enforcement Action defendant. The Receiver has undertaken to support such a Bar Order to secure from the Brock Parties the payment of the Settlement Amount and the surrender of their substantial claims, as limited partners, against the Receivership Estate.

It is the wish of the Brock Parties to buy peace through settlement with the Receiver, wholly and finally. The Receiver was appointed to protect the interests of the investors and other creditors of the Receivership Estate, and to act in a manner that will maximize the eventual distribution to Estate claimants. In Receiver's opinion, the proposed Settlement Agreement, and entry of the Bar Order, offers the best and most economical solution for carrying out this mandate.

This Court has already enjoined "Ancillary Proceedings"⁴ against the Defendants, the Receiver, and the Receivership Estate, ordering that all such proceedings and parties to such proceedings "are stayed until further Order of this Court." Orders Appointing Receiver ¶32. All "parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any

⁴ Defined as "All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise." Orders Appointing Receiver ¶32.

such legal proceeding, or from taking any action, in connection with any such proceeding.” *Id.* ¶33. The parties to the Settlement Agreement ask the Court to extend this stay as to any claim held by the Receivership Claimants against the Brock Parties, and to do so permanently, in order to effectuate the payment of amounts agreed to by the terms of the present settlement.

Blanket anti-litigation stays have repeatedly been upheld in circumstances affecting assets of a receivership estate. The U.S. Court of Appeals for the Second Circuit, in holding that district courts have the power to issue an order staying a non-party from bringing litigation affecting an equity receivership, stated this authority of the Court is “derived from ‘the inherent power of a court of equity to fashion effective relief.’” *SEC v. Byers*, 609 F.3d 87, 91 (2nd Cir. 2010) (quoting *SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980) (“*Wencke II*”).

The *Wencke II* court reasoned that a district court’s power to issue such a stay against litigation affecting the Receivership Estate by non-parties “rests as much on its control over the property placed in receivership as on its jurisdiction over the parties to the securities fraud action. The district court took control over the properties in question when it imposed the receivership and appointed [a] receiver to manage those properties.” *Wencke II*, 622 F.2d at 1369.

The U.S. Court of Appeals for the Sixth Circuit held similarly in *Liberte Capital Group, LLC v. Capwill*, 462 F.3d 543 (6th Cir. 2006), concluding that:

[A] district court's equitable purpose demands that the court be able to exercise control over claims brought against [Receivership] assets. **The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets.** To this extent, the receivership court may issue a blanket injunction, staying litigation against the named receiver and the entities under his control unless leave of that court is first obtained. This power extends to the institution of any suit, and not just a proceeding for execution of a judgment against the receivership in the receivership court.

Id. at 551-52 (emphasis added) (internal citations and quotations omitted). A district court has further authority to assert control over property and issue such injunctions when “the subject matter of the two suits is different or the jurisdiction is not concurrent ... where ... [a] state court has not [previously] taken actual possession of the property.” *Wencke II*, 622 F.2d at 1371-72. In the present case, no state court currently holds constructive possession of the property at issue.

The *Byers* court, after joining the Ninth and Sixth Circuits in upholding the validity of anti-litigation stays, went on to state that “[a]n anti-litigation injunction is simply one of the tools available to courts to help further the goals of the receivership.” *Byers*, 609 F.3d at 92.

The Court found that the “appointment of a receiver in [the Enforcement Action was] necessary and appropriate for the purposes of marshaling and preserving all” “Receivership Assets” and “Recoverable Assets.” Orders Appointing Receiver p. 2. The issuance of an injunction barring future litigation by the Receivership Claimants against the Brock Parties protects the value of assets which, if this settlement is approved by the Court, will become assets of the Receivership Estate, by allowing the Receiver to take possession of the assets obtained through settlement with the Brock Parties without expending the cost -- or risking the uncertainty -- of litigation to obtain them.

The Receiver believes the proposed settlement with the Brock Parties is the best course of action to take to accomplish those goals. The Brock Parties are paying to the Receivership Estate the Settlement Amount for transfers received from the Vendetta Defendants, and waiving all claims to participate in the eventual distribution of Estate assets to defrauded investors. In return, the Receiver shall release the Brock Parties of all claims by the Receiver and seek entry of the Bar Order, entry of which will assure that the Brock Parties will not be required to re-litigate claims by Receivership Claimants in the future. The entry of the proposed Bar Order leads to a

higher and more secure settlement value, and therefore a larger recovery for the Receivership Estate and Receivership Claimants than would otherwise be available without it. As the Receiver has discussed at length above, individual claims by Receivership Claimants against the Brock Parties would cause protracted and costly litigation and would affect the collectability of any judgment obtained against the Brock Parties. The Receiver is satisfied that the Bar Order enhances the ability of the Receivership Claimants to reap the benefits of the Settlement Agreement through the eventual Estate claims process, and helps to ensure the Brock Parties' ability to satisfy payments to the Estate of the Settlement Amount. The economics of the settlement overwhelmingly favor its execution and approval by the Court; the fairness of the entry of the Bar Order in favor of the Brock Parties must be considered in that light.

The substantial, actual economic value of the proposed settlement has already been discussed. But for entry of the Bar Order, that value cannot be achieved, and failing to do so would operate to the severe disadvantage of all Receivership Claimants. The Receiver has also evaluated the proposed settlement with the Brock Parties in terms of resources available to fund on-going litigation, and then actually satisfy any judgment that might eventually be rendered against them. The economic impact of the settlement is large -- negatively so to the Brock Parties and positively so to the Receivership Estate and those who have a claim to its assets.

By the settlement, the Receivership Estate stands to obtain \$200,000 in cash payments and reduce claims against it in the notional amount of \$469,921, while saving approximately \$250,000 or more in litigation costs. The estimated total economic value of the settlement for the Estate is \$450,000, plus the percentage of the notional claim amount the Brock Parties would have been entitled to as a distribution from the Estate.

In the absence of a settlement the Receivership Estate and every person who claims a right to distribution of its assets would be subject to the uncertainties and expense of future litigation and an outcome that is highly unlikely to result in greater actual recovery. The approval of the Settlement Agreement and entry of a Bar Order are integral in ensuring that the claimants to the Receivership Estate, including the Receivership Claimants, obtain the greatest financial benefits at the least amount of cost and risk. This Court should approve the Settlement Agreement, and enter the Bar Order to help effectuate the benefits of the Settlement Agreement.

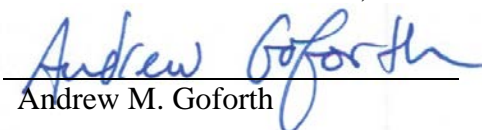
III. CONCLUSION

The negotiated settlement with the Brock Parties is a significant step toward realization of a maximum asset recovery for the ultimate benefit of individuals who have a claim to Estate assets. After this settlement is approved by the Court and becomes final, the Receivership Estate will receive payments of \$200,000, and reduce claims against the Estate for distributions of assets by \$469,921. If the proposed settlement is not approved, however, a singular opportunity will be lost as will the realizable worth of the Estate; the Estate will be required to bear the costs and uncertainty of litigation against the Brock Parties. This Court should also enter the Bar Order to help effectuate the Receiver's ability to collect the Settlement Amount for the benefit of all Estate claimants. The Receiver urges the Court that the negotiated settlement with the Brock Parties, in its entirety, is overwhelmingly fair, equitable and reasonable, and should be approved.

Dated: January 6, 2015

Respectfully submitted,

THE TAYLOR LAW OFFICES, P.C.

By: 
Andrew M. Goforth

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COUNSEL FOR RECEIVER

CERTIFICATE OF CONFERENCE

I certify that counsel for the Receiver has conferred with counsel for Plaintiff Securities and Exchange Commission, which does not oppose the relief sought herein. I further certify that counsel for the Receiver has attempted to confer with Defendants and Relief Defendants with respect to the relief sought herein, but as of the filing of this Motion has not received any response.

/s/ Andrew M. Goforth
Andrew M. Goforth

CERTIFICATE OF SERVICE

On January 6, 2015, I electronically submitted the foregoing document with the clerk of court for the U.S. District Court, Western District of Texas, using the CM/ECF electronic filing system. All counsel of record and *pro se* parties have been served electronically via CM/ECF notice, or by other means as listed below consistent with the Federal Rules of Civil Procedure.

Via Email, with permission:

Deven Sellers
devensellers@gmail.com

Roland Barrera
barrera.roland@gmail.com

William Barlow; Global Capital Ventures, LLC
sgtgiwillie@aol.com

I further certify that on January 6, 2015 the foregoing document and exhibits were served upon the persons listed below via U.S. Mail:

ALFRED JOHN KNAPP, JR. SEP IRA CITIZEN'S NAT BANK, CUSTODIAN P.O. DRAWER 111 CAMERON, TX 76520	ALEXANDER L WEIS 14785 OMICRON DR. SUITE 104 SAN ANTONIO, TX 78245	ANDREW & RUTH GOLD 4829 W. 87TH ST. PRAIRIE VILLAGE, KS 66207
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BLAKE KAELIN 11708 RYDALWATER LANE AUSTIN, TX 78754	BOB & CAROLYN FEATHER 7003 PRESTON GROVE LANE DALLAS, TX 75230	BRIAN SPENCER 248 ADDIE ROY ROAD SUITE B-101 AUSTIN, TX 78746
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CHARLES R PARKER 2214 DUNRAVEN LANE HOUSTON, TX 77019	CHARLES T MCCORD III 55 WAUGH DRIVE STE 515 HOUSTON, TX 77007	CHELSEA UPSHAW 2009 RIVER HILLS RD. AUSTIN, TX 78733
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JAMES KERRIGAN 8506 SEDONA CIRCLE FORT MYERS, FL 33967	JOE DRAKER 800 S. LAMAR AUSTIN, TX 78704	JOE M BREELAND 91 PASCAL LANE AUSTIN, TX 78746
JOE MORAN 2800 WAYMAKER WAY #19 AUSTIN, TX 78746		JOHN CROWNOVER TRUST 210 COMMERCE BLVD ROUND ROCK, TX 78664
JOHN W ELLIOTT 2913 TRAILVIEW MESA TERRACE AUSTIN, TX 78746	JOHN MEYER FAMILY LLC 2900 WILLOWBRIDGE CIRCLE AUSTIN, TX 78703	JOHN & PEGGY RATCLIFF 11931 SURREY LANE HOUSTON, TX 77024
JOSEPH M CAULEY 8306 ELKHART AVE LUBBOCK, TX 79424	JULIET A FOTI 343 E. 92ND ST. #4R NEW YORK, NY 10128	KBH FAMILY LIMITED PARTNERSHIP 25 HIGHLAND PARK VILLAGE, 100-773 DALLAS, TX 75205
KEVIN CORBETT 7226 N. MERCER WAY MERCER ISLAND, WA 98040	KIMBERLI WILEY 16012 PONTEVEDRA PLACE AUSTIN, TX 78738	KING C. HUGHES 1999 CHILDREN'S TRUST 25 HIGHLAND PARK VILLAGE, 100-773 DALLAS, TX 75205

LARRY K. TAYLOR 204 AUBURN CROSSING BOERNE, TX 78006	LAWRENCE RUBIN 2707 REYNOLDS COURT AUSTIN, TX 78734	LAWRENCE S GIFT, JR 4216 RILEY ST HOUSTON, TX 77005
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/s/ Andrew M. Goforth

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