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*Attorneys for Plaintiff R. Wayne Klein, the
Court-Appointed Receiver of U.S. Ventures, LC,
Winsome Investment Trust, and the assets of Robert
J. Andres and Robert L. Holloway*

**UNITED STATES DISTRICT COURT
DISTRICT OF UTAH**

**R. WAYNE KLEIN, the Court-Appointed
Receiver of U.S. Ventures LC, Winsome
Investment Trust, and the assets of Robert J.
Andres and Robert L. Holloway,**

Plaintiff,

vs.

**LEWIS S. SCOGIN, and COVENANT
FAMILY TRUST,**

Defendants.

**CONSENT JUDGMENT AGAINST
LEWIS S. SCOGIN**

Case No. 2:12-cv-00121 CW-DBP

**Judge Clark Waddoups
Magistrate Judge Dustin B. Plead**

**Plaintiff R. Wayne Klein, the Court-Appointed Receiver (the "Receiver") of U.S.
Ventures LC ("US Ventures"), Winsome Investment Trust ("Winsome"), and all of the assets of
Robert J. Andres ("Andres") and Robert L. Holloway ("Holloway") (collectively the
"Receivership Defendants") and Defendant Lewis S. Scogin ("Defendant"), to avoid prolonged**



litigation, hereby stipulate and agree that final judgment in favor of the Receiver and against the Defendant may be entered as follows:

1. The Receiver and the Defendant agree that the Court has jurisdiction over these actions and the parties involved in these actions.

2. The Receiver and the Defendant acknowledge that they have read and agreed to the terms of this Consent Judgment, are aware of their right to a trial in these matters, and have waived that right.

3. The Receiver and the Defendant state that they have entered into this Consent Judgment voluntarily, and that this Consent Judgment and the Agreement attached hereto as Exhibit A constitute the entire agreement between the Receiver and Defendant. The Agreement attached hereto as Exhibit A is hereby incorporated in its entirety and made a part of this Consent Judgment.

4. The Defendant states that between December 12, 2005 and October 16, 2009, Scogin received direct payments or payments on his behalf from Winsome Investment Trust ("Winsome") and its affiliated entities in the aggregate amount of \$1,116,317.78.

5. The Defendant does not admit or deny that Winsome and its affiliated entities operated as a Ponzi scheme; additionally, he does not admit the allegations in the Complaint, except for the jurisdictional facts necessary for the Court to retain jurisdiction over the parties for the enforcement of the judgment.

6. The Receiver in this action alleges that the Defendants received transfers directly or on his behalf from Winsome and its affiliated entities totaling \$1,116,317.78. Accordingly,



the Receiver and the Defendants affirmatively state and agree that the Defendant is liable to the Receiver in this action in the amount of One Million, One Hundred Sixteen Thousand Three Hundred Seventeen Dollars and Seventy-Eight cents (\$1,116,317.78).

7. Therefore, judgment is hereby entered against the Defendant in the amount of \$1,116,317.78 subject to the terms and conditions set forth below and in the parties' Agreement attached hereto as Exhibit A:

- a. The Receiver and the Defendant have agreed, as set forth in the Settlement Agreement attached as Exhibit A, that the Receiver shall take no action to enforce or collect on this Consent Judgment unless and until the Defendant's income in a single tax year totals over \$50,000.00.
- b. When and if the Defendant's income in a single tax year totals over \$50,000.00, the Defendant shall make monthly payments to the Receiver beginning on July 1 of the year after the Defendant's income totals over \$50,000.00 in the amount of 10% of the Defendant's income for such year as more fully outlined in the Settlement Agreement attached as Exhibit A.
- c. If the Defendant fails to make such payments timely, or otherwise fails to satisfy his obligations under the Agreement attached as Exhibit A, the Receiver shall have the right to enforce and collect on this Consent Judgment to the full extent allowed by the law.

8. This Consent Judgment shall take effect upon entry by the Court, and the Receiver and the Defendant agree that the Court shall retain jurisdiction over the Defendant for



the purpose of enabling any of the parties to this Consent Judgment to apply for further orders and directions as may be necessary or appropriate to carry out or construe this Consent Judgment, to modify or terminate any of its provisions, or to enforce compliance.

9. This Consent Judgment shall not affect the Receiver's rights to pursue his claims against the Covenant Family Trust. Nor will this Consent Judgment affect the Receiver's right to pursue his claims against any other entity or individual whom the Receiver has sued as part of his continuing duty to recapture and return investor funds that were sent to US Ventures and Winsome and then diverted by US Ventures and Winsome.

SO ORDERED this 6th day of September, 2013.

BY THE COURT:



Clark Waddoups
United States District Judge

APPROVED AND STIPULATED:

DATED this 6 day of Sept., 2013.

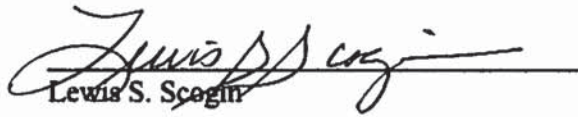
**MANNING CURTIS BRADSHAW
& BEDNAR LLC**



David C. Castleberry
Aaron C. Garrett
Attorneys for Receiver

DATED this 24th day of Aug., 2013.

BY THE DEFENDANT:



Lewis S. Scogin