

# Settlement Agreement

**THIS SETTLEMENT AGREEMENT** (hereinafter "the Agreement") is made and entered into this \_\_\_\_ day of October, 2000, by and between HAL GOOCH, CHRIS GOOCH, GOOCH SUPPORT SYSTEMS, INC. and GOOCH ENTERPRISES, INC. (hereinafter "GOOCH") as Plaintiffs, and MAHALEEL LEE LUSTER d/b/a Go Diamond Productions and/ or Lustervision, (hereinafter "LUSTER") as Defendant. At certain times in this Agreement, GOOCH and LUSTER will be referred to as the "Parties".

## RECITALS

**WHEREAS**, on August 17, 1994 GOOCH filed a civil action against LUSTER for Fraud, Replevin, Conversion, Accounting, Civil Theft, Breach of Fiduciary Duty and for Injunction. That civil action is entitled Gooch Support Systems, Inc., Gooch Enterprises, Inc., Hal Gooch and Chris Gooch v. Mahaleel Lee Luster, Broward County Circuit Court, Case No. 94-09881 (03). The operative complaint is the Second Amended Complaint; and

**WHEREAS**, LUSTER filed a Counterclaim against GOOCH for Tortious Interference With A Business Relationship, Defamation, Assault, False Imprisonment, Intentional Infliction Of Emotional Distress, Breach Of Contract and Conversion. The operative Counterclaim is the Amended Counterclaim; and

THESE COUNTS BELONG TO ME!  
ON 6 SEP 2000

*In Re: Gooch v. Luster*

Case No. 94-09881 (03)

**WHEREAS**, it is the Parties' desire to settle and compromise the Action on the terms set forth herein, without admission of liability.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged by and between the Parties, the Parties have agreed and do hereby agree as follows:

**1. INCORPORATION OF PREAMBLE TO AGREEMENT**

The Parties agree that all of the preamble clauses set forth above are incorporated by reference, and are to be considered part of this Agreement. The Parties are entering into this Agreement with full and complete knowledge of the facts set forth in the preamble. The Parties each acknowledge that the statements made in the preamble are true and correct.

**2. PAYMENT TO LUSTER**

Concurrently with execution of this Agreement, GOOCH will pay to LUSTER as compensatory damages, the sum of Twenty Thousand and No/100 Dollars (\$20,000.00). The check shall be made payable to Sperry, Shapiro & Kashi, P.A., Trust Account.

**3. SATISFACTION OF JUDGMENTS AGAINST LUSTER**

LUSTER was sued for indemnity by several Amway distributors for whom LUSTER had done video production/video editing work in the matter of Tim Foley.

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Connie Foley, Bruce Anderson, Wendy Anderson, Hal Gooch, Susan Gooch, Randy Haugen, Valerie Haugen, Parker Grabill, Cindy Grabill, Cross-claimants v. Mahaleel Lee Luster, individually, Mahaleel Lee Luster d/b/a Go Diamond Productions, and Mahaleel Lee Luster d/b/a Lustervision, Cross-Defendant, United States District Court, Middle District of Florida, Orlando Division, Case No. 96-175-CIV-ORL-3ABF (18). After a jury verdict the Court entered Judgments against LUSTER in favor of Anderson, Haugen and Grabill.

On or about April 13, 1999 a civil judgment was entered in favor of Bruce and Wendy Anderson and against LUSTER in the principal amount of \$135,473.06. Same was recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1244/1245. On or about April 27, 1999, a cost judgment was entered in favor of Bruce and Wendy Anderson and against LUSTER in the amount of \$1,929.46. Same was recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1239.

On or about April 13, 1999 a civil judgment was entered in favor of Randy and Valerie Haugen and against LUSTER in the principal amount of \$85,589.34. Same was recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1244/1245. On or about April 27, 1999, a cost judgment was entered in favor of Randy and Valerie Haugen and against LUSTER in the amount of \$1,563.47. Same was

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McDONALD & CRAWFORD, P.A. ATTORNEYS AT LAW • 311 S.W. 11TH STREET, SUITE 201, FT. LAUDERDALE, FL 33301 • (954) 463-2117 FAX (954) 463-0933  
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From-

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recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1241.

On or about April 13, 1999 a civil judgment was entered in favor of Parker and Cindy Grabill and against LUSTER in the principal amount of \$29,621.61. Same was recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1244/1245. On or about April 27, 1999, a cost judgment was entered in favor of Parker and Cindy Grabill and against LUSTER in the amount of \$691.88. Same was recorded in the Public Records of Broward County, Florida in O.R. Book 29933 at Page 1243.

All of the foregoing judgments bear interest at the rate of 4.732% until paid.

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As a part of the Agreement, and to further compensate LUSTER, GOOCH will

pay the settlement amounts due from LUSTER to the holders of the judgments which said

\$

→ sums are necessary to satisfy the Judgments referenced above. The holders of the judgments will provide to LUSTER in recordable form, the Satisfactions of Judgment necessary to cancel the foregoing judgments of record. It shall be LUSTER's responsibility to record the Satisfactions of Judgments and pay the cost of recording. Also, LUSTER shall dismiss the pending appeal taken by him to the Eleventh Circuit Court of Appeals, with regard to the judgments referenced earlier in this Agreement.

In addition, the action for Proceedings Supplementary pending in the United States District Court, Southern District of Florida, Case No. 00-6357-CIV-Zloch, will

HIDDEN CASE

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be dismissed once this Agreement has been fully executed and LUSTER has executed the Affidavit referenced hereinafter.

4. RAW FOOTAGE VIDEOTAPE

During the years 1992, 1993 and 1994, LUSTER shot various raw footage videotape of various functions of events for certain Amway distributors or during those same years, various Amway distributors provided to LUSTER various raw footage videotapes for use on their behalf by LUSTER. Some of the raw footage received by LUSTER did not belong to the various Amway distributors who gave the tape to LUSTER and some of it included footage of family members who have since deceased. As such, much of this raw footage is of a sentimental value to the various distributors. These distributors are either in the downline organization of GOOCH or are acquainted with him. To the extent LUSTER has a written inventory of these raw footage videotapes, he shall provide same to GOOCH.

LUSTER represents that he has none of the raw footage videotapes or portions thereof and that further he has not retained a copy for himself or for third persons. LUSTER further represents that he recently had in his possession some of the videotapes represented in the preceding paragraph but that he turned over all videotapes or copies of same to Donald E. Christopher, Esquire of Orlando, Florida pursuant to a lawfully issued subpoena from the United States District Court for the Western District of Michigan. LUSTER further represents that the videotapes will not be returned to him and

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that he will not request same. LUSTER understands that Donald C. Christopher, Esquire will turn the videotapes over to the RIAA. LUSTER specifically acknowledges that he has no claim or lien on any of the raw footage videotapes and makes no such claim, or if made, hereby releases any such claim or lien.

**5. EDITED VIDEOTAPES**

LUSTER has edited various videotapes involving GOOCH, members of his downline or members of another Amway organization who is acquainted with GOOCH.

LUSTER represents that he has none of the edited videotapes or portions thereof and that further he has not retained a copy for himself or for third persons. LUSTER further represents that he recently has had in his possession some of the edited videotapes but that he turned over all videotapes or copies of same to Donald E. Christopher, Esquire of Orlando, Florida pursuant to a lawfully issued subpoena from the United States District Court for the Western District of Michigan. LUSTER further represents that the edited videotapes will not be returned to him and that he will not request same. LUSTER understands that Donald C. Christopher, Esquire will turn the edited videotapes over to the RIAA. The intent of this portion of the Agreement is to make certain that LUSTER does not and will not possess or have access to any videotape of GOOCH, members of his downline or any of the distributors referenced herein and that henceforth, LUSTER will not utilize for any purpose whatsoever, any videotape that he either produced, edited or had in his possession at any time.

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**6. COSTS AND FEES**

Each of the Parties shall bear his or its own costs and attorney's fees incurred in this Action.

**7. RELEASE**

Except for the performance of the terms of this Agreement and any exceptions specifically set forth in this Agreement, each Party hereby absolutely, fully and forever releases each and every other Party and his or its respective representatives, officers, directors, heirs, executors, administrators, successors, assigns, owners, predecessors, operating companies, affiliates, parent and subsidiary companies, employees, attorneys and agents, from any and all claims relating to the prosecution or defense of the Action. This release is not intended to nor is it to be construed as a general release by the Parties. Moreover, the releases contained herein are limited to the Claims described in the Preamble above, and nothing contained herein shall be deemed to release any of the Parties or anyone else from any claims arising in the future as a result of any act, conduct or omission after the date hereof.

**8. REPRESENTATION AND WARRANTIES**

The undersigned represent and warrant that they have all necessary and requisite authorizations to, and are fully and completely empowered to, enter into this Agreement on behalf of themselves and agree to each and every one of its terms and conditions.

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**9. CONFIDENTIALITY.**

The terms of this Agreement are confidential. The Parties will not discuss, publish, make public or in any way disclose or permit to be disclosed to any third party, the terms of this settlement. Any violation of this provision of the Agreement shall be punishable by contempt and the violating party shall disgorge any monies and any other benefits received under this Agreement. Notwithstanding the foregoing, this paragraph shall not apply to disclosures required by law, by court order, or as is necessary to enforce this Agreement.

**10. BINDING ON SUCCESSORS.**

All of the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective employees, assigns, heirs, administrators, executors, and successors.

**11. MODIFICATION.**

This Agreement may not be amended or modified orally or by conduct occurring before or after execution of this Agreement. All amendments and modifications must be in writing, signed by all Parties.

**12. NEGOTIATED AGREEMENT.**

This Agreement shall be deemed to have been drafted jointly by the Parties, and the language of this Agreement shall not be construed or interpreted for or against any of the Parties.

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**13. INDEPENDENT COUNSEL.**

The Parties acknowledge that they have been represented by independent legal counsel of their own choice, or have had the opportunity to and have chosen not to be represented by such independent legal counsel, throughout all negotiations which preceded the execution of this Agreement.

**14. ATTORNEYS' FEES AND COSTS.**

In the event of any litigation arising out of the subject matter of or related to this Agreement, in addition to all other rights and remedies which may be available, costs of suit and reasonable attorneys' fees incurred, shall be awarded to the prevailing Party or Parties.

**15. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, including facsimile copies thereof, each of which shall be deemed an original, and all of which together shall constitute one and the same document.

**16. GOVERNING LAW**

The laws of the State of Florida shall govern the validity, construction, enforcement, modification, interpretation and effect of this Agreement.

**17. PARTIAL INVALIDITY**

In the event any clause or provision of this Agreement shall be held invalid by any Court, it is understood and agreed that such invalid clause or provision of this Agreement

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shall have no effect upon the validity of any other portion of this Agreement. All of the other provisions of this Agreement shall remain valid and enforceable.

19. **VENUE**

The parties agree that Broward County, Florida shall be the proper venue for all purposes concerning this Agreement, including any enforcement or modifications hereof. However, the parties may agree to change such venue as circumstances warrant.

**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals on the date first-above written.

Witnesses as to HAL GOOCH:

Ray Miller

Justin C. Miller

Hal Gooch  
HAL GOOCH

Witnesses as to CHRIS GOOCH:

Ray Miller

Justin C. Miller

Chris Gooch  
CHRIS GOOCH

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Witnesses as to GOOCH SUPPORT:

GOOCH SUPPORT SYSTEMS, INC.

Ray Miller

Suetta C. Mader

Hal Gooch  
HAL GOOCH, President

Witnesses as to GOOCH ENT, INC.:

GOOCH ENTERPRISES, INC.

Ray Miller

Suetta C. Mader

Hal Gooch  
HAL GOOCH, President

STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 20th day of <sup>November</sup> ~~October~~, 2000, by HAL GOOCH, who is personally known to me or who has produced a driver's license as identification.



Suetta Chappell Mader  
Notary Public Signature

Suetta Chappell Mader  
Name Typed, Printed or Stamped

My Commission expires: 9-17-03

In Re: *Gooch v. Luster*

Case No. 94-09881 (03)

**STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2000, by **CHRIS GOOCH**, who is personally known to me or who has produced a driver's license as identification.



My Commission expires: 9-17-03

Susetta Chappell McBee  
Notary Public Signature

Susetta Chappell McBee  
Name Typed, Printed or Stamped

**STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON**

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of ~~October~~ <sup>November</sup>, 2000, by **HAL GOOCH**, as President of **GOOCH SUPPORT SYSTEMS, INC.**, who is personally known to me or who has produced a driver's license as identification.

Susetta Chappell McBee  
Notary Public Signature

Susetta Chappell McBee  
Name Typed, Printed or Stamped

My Commission expires: 9-17-03

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STATE OF NORTH CAROLINA  
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 10th day of <sup>November</sup> ~~October~~, 2000, by HAL GOOCH as President of GOOCH ENTERPRISES, INC., who is personally known to me or who has produced a driver's license as identification.



Sue Ha Chappell Mc Gee  
Notary Public Signature

Sue Ha Chappell Mc Gee  
Name Typed, Printed or Stamped

My Commission expires: 9-17-03

Witnesses as to LUSTER:

MAHALLEL LEE LUSTER d/b/a  
Go Diamond Productions & Lustervision

Amy Lee Luster

Nancy Lynn Brown

Mahalel Lee Luster  
MAHALLEL LEE LUSTER

oops!

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 19th day of October, 2000, by MAHALLEL LEE LUSTER, d/b/a Go Diamond Productions & Lustervision,

HE IS SIGNING FOR COUNTS  
THAT BELONG TO ME. ALL THE  
LAWYERS KNOW IT!

*In Re: Gooch v. Luster*

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who is personally known to me or who has produced a driver's license as identification.

*Nancy Lynn Brown*  
Notary Public Signature

Nancy Lynn Brown  
Name Typed, Printed or Stamped

My Commission expires:

OFFICIAL NOTARY SEAL  
NANCY LYNN BROWN  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. 0066606  
MY COMMISSION EXPI. DEC. 3, 2003