

# Exhibit “1”

## COMPROMISE AND SETTLEMENT AGREEMENT

This Compromise and Settlement Agreement is entered into and is binding upon Michael J. Quilling, as Receiver for ABC Viaticals, Inc., et al (the "Receiver") and the Receivership Estate, on the one hand, and Lisa Portney-Goldenberg and Hailee Goldenberg (the "Goldenbergs"), on the other.

### RECITALS

WHEREAS, by Orders dated November 17, 2006 and December 4, 2006 (collectively the "Receivership Order"), the Receiver was appointed in *Securities and Exchange Commission v. ABC Viaticals, Inc, et al*, bearing case no. 3:06-CV-2136 (N.D. Tex) (the "Receivership Proceedings") as Receiver for ABC Viaticals., Inc. and a number of other trusts and entities identified in the Receivership Order (the "Receivership Estate").

WHEREAS, subsequent to his appointment, the Receiver instituted that action entitled *Quilling v. International Fidelity & Surety, Ltd, et al*, bearing case no. 3:07-CV-0421 (N.D. Tex) (the "IFS Litigation").

WHEREAS, the Court in the IFS Litigation entered on May 3, 2007 its First Amended Agreed Preliminary Injunction.

WHEREAS, David A. Goldenberg, a Defendant in the IFS Litigation, committed suicide on October 14, 2007.

WHEREAS, certain disputes have arisen between the Receiver, on the one hand, and Lisa Portney-Goldenberg and Hailee Goldenberg, on the other, concerning the continuation of the First Amended Agreed Preliminary Injunction as against the accounts of Lisa Portney Goldenberg and Hailee Goldenberg, and with regard to potential claims by the Receiver as against Lisa Portney-Goldenberg and Hailee Goldenberg and claims of the Goldenbergs against the Receiver and Receivership Estate.

WHEREAS, without any party admitting liability to the other, and in an effort to resolve any and all disputes among the parties, and to avoid further uncertainties and the costs and expenses of litigation, the parties have reached a settlement upon the terms and conditions set forth below.

NOW, THEREFORE, on the basis of the foregoing Recitals, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Entry of Court Orders.** The Receiver shall immediately following execution of this Agreement move for the entry of the Court's Orders in the forms attached hereto, in each of the Receivership Proceedings and the IFS Litigation. The rights and obligations of the parties under this Agreement are expressly conditioned upon the entry of the Court's Orders in the form and substance attached hereto. This Agreement shall become effective and binding upon the parties upon the entry of the Court's Orders; if the Court denies, conditions (upon terms not acceptable to the parties) entry of either of the proposed Orders, or fails to enter the Orders prior to March 26, 2008, this Agreement shall not become effective and shall be null and void ab initio.

**2. MUTUAL RELEASES.**

a. By the Goldenbergs. Subject to the proviso below, the Goldenbergs, for themselves and their respective heirs, hereby release, acquit and forever discharge the Receiver and the Receivership Estate from any and all claims, demands, debts, actions, causes of action, contracts, agreements, obligations and liabilities of any kind, nature or character whatsoever, known or unknown, in contract or in tort, at law or in equity,

- (i) that the Goldenbergs or anyone claiming through or under the Goldenbergs have against the Receiver and/or the Receivership Estate, or which may arise in the future, arising out of facts antedating the date of this Release including, but not limited to, any and all claims that could be asserted by the Goldenbergs against the Receiver and/or the Receivership Estate; or
- (ii) arising from or relating to any obligations, contractual or otherwise, between the Goldenbergs, on the one hand, and the Receiver and/or Receivership Estate, on the other, together with any other rights whatsoever in law or in equity and of every kind and nature which may presently exist in favor of the Goldenbergs with respect to the Receiver and the Receivership Estate;

**provided, however,** that nothing herein is intended nor shall it be construed or asserted (a) to discharge or release the Receiver or the Receivership Estate from any of their obligations under this Agreement, or to bar any action to enforce this Agreement or the obligations of the Receiver or the Receivership Estate under this Agreement; or (b) to bar the assertion of any defenses (including any claims of offset or recoupment) by, or the assertion of any counterclaims, cross-claims or third party claims by or in favor of Lisa Portney-Goldenberg or Hailee Goldenberg with respect to, any claims brought against Lisa Portney-Goldenberg or Hailee Goldenberg by, on behalf of, for the benefit of or arising from or relating to the affairs of Surety Marketing Source, LLC, International Fidelity & Surety Limited, International Consultants & Management, Ltd., LPG Investments, LLC, DAG Investments, LLC or WED Marketing, LLC.

b. By the Receiver. Subject to the proviso below, the Receiver, for himself, the Receivership Estate and their respective successors, assigns, and agents, hereby release, acquit and forever discharge the Goldenbergs, and each of them, from any and all claims, demands, debts, actions, causes of action, contracts, agreements, obligations and liabilities of any kind, nature or character whatsoever, known or unknown, in contract or in tort, at law or in equity,

- (i) that the Receiver and the Receivership Estate, or either of them, or anyone claiming through or under the Receiver and the Receivership Estate, or either of them, have against the Goldenbergs, or either of them, now or in the future, arising out of facts antedating the date of this Release including, but not limited to, any and all claims which have been or could have been asserted by the Receiver in the IFS Litigation or otherwise; or
- (ii) arising from or relating to the acts or omissions of David A. Goldenberg (directly or indirectly, through any of the Defendants in the Receivership Proceedings, the IFS Litigation or otherwise), or otherwise affecting or relating to the entities in the Receivership Estate; or
- (iii) arising from or relating to any obligations, contractual or otherwise, between the Goldenbergs, on the one hand, and the Receiver and/or Receivership Estate, or either of them, on the other, including, but not limited to, any claim to any of the proceeds of life insurance policies insuring the life of David A.

Goldenberg, other than the US Financial Insurance Policy as defined below, together with any other rights whatsoever in law or in equity and of every kind and nature which may presently exist in favor of the Receiver or the Receivership Estate as against the Goldenbergs, or either of them;

**provided, however,** that nothing herein is intended nor shall it be construed or asserted to discharge or release the Goldenbergs from any of their obligations under this Agreement, or to bar any action to enforce this Agreement or the obligations of the Goldenbergs under this Agreement.

The Receiver and the Receivership Estate further covenant with the Goldenbergs that the Receiver and the Receivership Estate will not bring, commence, prosecute, maintain, or cause to be brought, commenced, prosecuted, maintained, any suit, action and/or administrative proceeding, either at law or equity, against the Goldenbergs, or any of them, that in any manner interfere with Lisa Portney-Goldenberg's claims under any life insurance policies insuring the life of David A. Goldenberg, other than the US Financial Insurance Policy as defined below.

3. **US FINANCIAL POLICY.** The Goldenbergs agree that they shall not share in any recovery of policy proceeds (however received) from any claim that has been or may be made upon US Financial Life Insurance Policy no. 000353005, insuring the life of David A. Goldenberg (the "US Financial Insurance Policy"). Lisa Portney-Goldenberg shall provide reasonable cooperation to the Receiver in his efforts to realize upon the US Financial Insurance Policy for the benefit of the Receivership Estate and, in this regard, shall provide to the Receiver (a) a certified copy of the Death Certificate for David A. Goldenberg; (b) a copy of the application for the US Financial Insurance Policy (Lisa Portney-Goldenberg representing to the Receiver that she does not have in her possession, custody or control a copy of the US Financial Policy itself); (c) such authorizations, as David A. Goldenberg's surviving spouse, as may be requested by the Receiver or US Financial, for the release of the medical records of David A. Goldenberg to US Financial, in connection with any claim made upon the US Financial Policy; and (d) such other non-privileged information or documents in the possession of Lisa Portney-Goldenberg, or such other authorizations of Lisa Portney-Goldenberg that she may lawfully provide, as may be reasonably requested by the Receiver in furtherance of his efforts to realize upon the US Financial Insurance Policy.

4. **ASSIGNMENT OF COMPANY MEMBERSHIP INTERESTS.** The parties acknowledge that Lisa Portney-Goldenberg does not claim to hold, and that to the contrary Ms. Portney-Goldenberg expressly disclaims any ownership or any investment interest in, Surety Marketing Source, LLC, International Fidelity & Surety Limited, and International Consultants & Management, Ltd, LPG Investments, LLC, DAG Investments, LLC and WED Marketing, LLC (collectively the "David Goldenberg Entities"). To the extent that Lisa Portney-Goldenberg holds, or as a matter of law and by reason of the death of David A. Goldenberg, succeeds to any ownership or investment interest in any of the David Goldenberg Entities, Lisa Portney-Goldenberg hereby assigns to the Receiver, without any representations or warranties of any kind, (a) any and all rights (if any) of Lisa Portney-Goldenberg to any ownership or investment interest in the David Goldenberg Entities (or any of them), and (b) to any distributions payable to Lisa Portney-Goldenberg on account of such ownership or investment interest in the David Goldenberg Entities; provided, however, nothing herein is intended and shall not be construed or asserted to constitute an acknowledgment or determination that Lisa Portney-Goldenberg is in fact the owner of any ownership or investment interest in or is otherwise entitled to any distribution(s) from Surety Marketing Source, LLC, International Fidelity & Surety Limited,

International Consultants & Management, Ltd., LPG Investments, LLC, DAG Investments, LLC or WED Marketing, LLC.

5. **ASSIGNMENT OF VIATICAL INTERESTS.** The parties acknowledge that Lisa Portney-Goldenberg does not claim to hold, and that to the contrary Ms. Portney-Goldenberg expressly disclaims any investment interest in, ABC Viaticals, Inc or any of its related entities forming the subject matter of the Receivership Estate, whether made directly or indirectly by David A. Goldenberg (including, but not limited to, any investment by David A. Goldenberg through LPG Investments, LLC, DAG Investments, LLC or otherwise). To the extent, if any, that Lisa Portney-Goldenberg presently holds or acquires any investment interest in ABC Viaticals, Inc or any of its related entities forming the subject matter of the Receivership Estate, the parties agree that Lisa Portney-Goldenberg shall not, directly or indirectly, be entitled to any distribution from the Receivership Estate on account of any such investment interest. To the extent that Lisa Portney-Goldenberg would, as a matter of law and by reason of the death of David A. Goldenberg, succeed to any investment interest in (whether directly or indirectly [including but not limited to any investment through LPG Investments, LLC, DAG Investments, LLC or otherwise] ABC Viaticals, Inc or any of its related entities forming the subject matter of the Receivership Estate, or be entitled to any such distribution on account of such interest, Lisa Portney-Goldenberg hereby assigns to the Receiver, without any representations or warranties of any kind, (a) any and all rights (if any) to any investment interest in ABC Viaticals, Inc or any of its related entities forming the subject matter of the Receivership Estate, and (b) to any distributions from the Receivership Estate payable on account of such ownership or investment interest in ABC Viaticals, Inc or any of its related entities forming the subject matter of the Receivership Estate.

6. **DISCHARGE OF LIS PENDENS.** The Receiver shall promptly execute and deliver to Lisa Portney-Goldenberg a Discharge of Lis Pendens, in recordable form, discharging fully and completely that Lis Pendens dated March 15, 2007 and recorded March 20, 2007 in the Oakland County Register of Deeds, bearing Liber 38895, page 364, Oakland County Records; and discharge(s), in recordable form, of any other Lis Pendens or other encumbrances that the Receiver may have recorded or otherwise filed against and which encumber the real or personal property interests of Lisa Portney-Goldenberg, wherever located.

7. **ENTIRE AGREEMENT.** This Agreement (including the attachments referred to herein) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be implied or be binding (including, without limitation, any alleged waiver based on a party's knowledge of any inaccuracy in any representation or warranty contained herein) unless in writing and signed by the party against which such amendment, supplement, modification, waiver or termination is asserted. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly therein provided.

8. **CAPTIONS**. The captions and paragraph headings appearing in this Agreement are inserted only as a matter of convenience, and do not in any way define, limit, construe or describe the scope or intent of the Paragraphs to which they pertain.

9. **BINDING EFFECT**. All of the terms and provisions of this Agreement by or for the benefit of the parties shall be binding upon and inure to the benefit of their successors, assigns, heirs and personal representatives, including but not limited to any successor receiver that may be appointed for the Receivership Estate. The rights and obligations provided by this Agreement shall not be assignable by any party. Except as expressly provided herein, nothing herein is intended to confer upon any person, other than the parties and their successors, any rights or remedies under or by reason of this Agreement.

10. **NOTICES**. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (except as may otherwise be specifically provided herein to the contrary) if (a) delivered by hand and received for by the party to whom said notice or other communication shall have been directed or (b) mailed by certified or registered mail with postage prepaid or (c) shipped and received by express courier service, charges prepaid by shipper addressed as follows (or to such other address as may be designated by notice given pursuant hereto):

**If To The**

**Goldenbergs:**

Ms. Lisa Portney-Goldenberg  
3036 W. Ridge Court  
Bloomfield Hills, Michigan 48302

**With A Copy To:**

Michael A. Nedelman, Esq.  
Nedelman Gloetzner, PLLC  
32000 Northwestern Highway, Suite 240  
Farmington Hills, Michigan 48334  
Telephone: (248) 855-8888  
Facsimile: (248) 538-4556  
Email: [mnedelman@nglegal.com](mailto:mnedelman@nglegal.com)

**If To Receiver:**

Michael J. Quilling, Esq.  
Quilling Selander Cummiskey & Lownds  
2001 Bryan Street, Suite 1800  
Dallas, Texas 75201  
Telephone: (214) 871-2100  
Facsimile: (214) 871-2111  
Email: [mquilling@qsclpc.com](mailto:mquilling@qsclpc.com)



**With a Copy To:** Bruce S. Kramer, Esq.  
Borod & Kramer  
Brinkley Plaza  
80 Monroe, Suite G-1  
Memphis, Tennessee 38103  
Telephone: (901) 524-0200  
Facsimile: (901) 523-0043  
Email: [bkramer@borodandkramer.com](mailto:bkramer@borodandkramer.com)

11. **COUNTERPARTS.** This Agreement may be executed in counterparts, but all of which counterparts, taken together, shall constitute a single agreement. Executed counterparts or copies exchanged or provided by facsimile or other electronic means shall be treated as originals for all purposes.

12. **VOLUNTARY SETTLEMENT.** Each of the parties to this Agreement acknowledges and represents that: (a) such party has read this Agreement; (b) such party clearly understands this Agreement and each of its terms; (c) such party fully and unconditionally consents to the terms of this Agreement; (d) such party has had the benefit and advice of legal and other counsel of such party's own selection; (e) such party has executed this Agreement freely, voluntarily, with knowledge, and without duress; (f) such party is not relying upon any other representations, either written or oral, express or implied, made by any person or entity; and (g) the consideration received by such party has been actual and adequate.

13. **NO ADMISSION OF LIABILITY.** The parties acknowledge that this Agreement is entered into based upon the resolution of disputed claims and that the parties deny liability on the claims asserted against them. This Agreement shall not be evidence of any wrongdoing of any nature whatsoever by any of the parties.

14. **OWNERSHIP OF CLAIMS.** Each of the parties represent and warrant that they are the sole owner of the claims being released by them pursuant to this Agreement (or which would be within the scope of this Agreement but for such sale, conveyance or assignment) and that such claims have not been sold, conveyed or assigned to any other person or entity.

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Lisa Portney-Goldenberg  
Dated: March \_\_, 2008

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Michael J. Quilling, Receiver for ABC  
Viaticals, Inc, et al.  
Dated: March \_\_, 2008

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Hailee Goldenberg  
Dated: March \_\_ 2008