

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Agreement”) is entered into this _____ day of March, 2013 by and between the following parties (the “Parties”): Plaintiff Laurel Leisher (“Plaintiff”) and Defendants Seung Heun Lee; Journng Sook Lee; Dahn Yoga & Health Centers, Inc. (“Dahn”); Tao Fellowship; BR Consulting, Inc.; Mago Earth, Inc. (“Mago”); Vortex, Inc.; CGI, Inc.; and Oasis Arabians, LLC (collectively “Defendants”), under the hereinafter described terms and conditions.

RECITALS

1. On May 26, 2009 Plaintiff filed her Complaint, Case No. CV09-1115-PHX-SRB, in the United States District Court for the District of Arizona, against Defendants (the “Action”).
2. On December 7, 2009 Plaintiff filed her Second Amended Complaint (the “SAC”) in the Action.
3. On September 21, 2010, Defendants Dahn and Mago filed their Answer to Plaintiffs SAC and their Counterclaims against Plaintiff (the “Counterclaims”).
4. Each of the other Defendants filed their Answer to Plaintiff’s SAC, and each have requested an award of the attorneys’ fees and court costs they have incurred in the Action from Plaintiff.
5. Plaintiff represents and warrants that she is the sole owner of the claims she has asserted in the SAC and that she has not assigned either the claims or any economic rights therein to any other person or entity.

6. Plaintiff was initially represented in this case by attorney Ryan Kent. While Plaintiff never doubted the merit in her claims, Plaintiff acknowledges that attorney Ryan Kent's misrepresentations to her about her claims and his ability to competently handle her case (which attorney Kent himself contradicted in detail in his motion and supporting affidavit for withdrawal) are primary factors for the commencement of this lawsuit.

7. Plaintiff and Defendants wish to settle the claims they have asserted against each other in the Action, including but not limited to any claims asserted for attorneys' fees and court costs incurred in the Action, which were alleged or could have been alleged in the Action.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the Parties hereto hereby agree to the following terms:

1. The Recitals set forth above are incorporated herein by this reference.
2. Plaintiff will dismiss, with prejudice, the Action against Defendants, and each of them.
3. Defendants Dahn and Mago shall dismiss, with prejudice, the Counterclaims against Plaintiff.
4. Defendants will release their claims against Plaintiff to recover their attorneys' fees and court costs incurred in the Action.
5. Each party hereto shall bear their own attorneys' fees and court costs incurred in the Action.

6. The Parties will file a Stipulation to Dismiss in the form attached hereto dismissing Plaintiff's Action against Defendants and the Counterclaims against Plaintiff, with prejudice, in the Action.

7. In exchange for the consideration set forth herein, Plaintiff and Defendants expressly release and discharge each other from any and all actions, causes of action, and claims whatsoever relating to the matters set forth in the Action and the Counterclaims that each ever had, now has or that their heirs, assigns, spouses, successors, or legal representatives hereafter may have against the other by reason of any matter, cause or thing whatsoever up to and including the date of this release, whether known or unknown, contingent or fixed. This release is a full settlement of any and all claims the Parties have or may have against each other.

8. Section 1542: The Parties acknowledge and certify they have read the following provisions of California Civil Code section 1542:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties waive the application of California Civil Code section 1542, as it relates to any release contained in the Agreement and particularly the Release in Paragraph 7 herein. The Parties understand and acknowledge that the significance and consequence of this waiver of California Civil Code section 1542 is that even if they should eventually suffer additional damages arising out of the claims released herein, they will not be able to make any claim for those damages. Furthermore, the Parties acknowledge that they consciously intend these consequences even as to claims that they do not know exist, and that, if known, would materially affect their decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. The Parties acknowledge that they have read, understand, and agree to the above.

9. This Agreement does not release or affect any of the claims asserted by any of the other plaintiffs in the Action, the Counterclaims asserted against any of the other plaintiffs in the Action, or the claims of the Defendants to recover their attorneys' fees or court costs incurred in the Action from any of the other plaintiffs.

10. Plaintiff agrees that she will continue to abide by and be subject to the provisions of the Protective Order filed on October 27, 2010 (Doc. No. 218), entered into by the Court in this action.

11. Plaintiff agrees that all original documents of the Defendants, including any confidential documents, in her possession, shall be returned to the Defendants within sixty (60) days of the date of this Agreement. Plaintiff also agrees to destroy all copies of the Defendants' documents in her possession and supply acknowledgement of same to Counsel for the Defendants within sixty (60) days of the date of this Agreement.

12. This Agreement contains the entire agreement of the Parties and there are no other promises or representations not contained herein. This Agreement is binding among the Parties hereto and their respective heirs, personal representatives, spouses, successors and assigns. The interpretation of this Agreement shall be governed by the laws of the State of Arizona. No provision of this Agreement may be amended or added to except by an agreement in writing signed by each of the Parties hereto or their respective successors-in-interest. Any provisions of this Agreement which may prove to be invalid, void or illegal will in no way affect, impair or invalidate any other provision hereto and such other provision will remain in full force and effect. In the event of any legal action or proceeding brought by any of the Parties hereto against any of the other Parties hereto arising out of this Agreement, the prevailing party shall be

entitled to recover their reasonable attorneys' fees, taxable costs and any other costs incurred in such legal action or proceeding.

13. The Parties agree to refrain from making derogatory or disparaging remarks or comments against each other.

14. The Parties expressly acknowledge that they have carefully read this Agreement, that they have had the opportunity to have this Agreement reviewed by counsel of their choosing, that they fully understand the contents thereof, that they have affixed their signatures hereto freely and voluntarily, without reliance upon any promises or representations by any other party, except as provided in this Agreement. This Agreement is the joint product of the Parties, and any subsequent interpretation of the Agreement is not construed for or against any Party.

15. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to execute any and all documents necessary to carry out the intent of the Agreement.

Signature page to follow

IN WITNESS WHEREOF, the Parties have executed this instrument on the dates

indicated below.

Laurel M Leisher
Laurel Leisher

Date: 3/29/2013

Seung Heun Lee

Date: _____

Journng Sook Lee

Date: _____

Dahn Yoga & Health Centers, Inc. and
Mago Earth, Inc., by _____
its _____

Date: _____

BR Consulting, Inc. and Oasis
Arabians, LLC, by _____
its _____

Date: _____

CGI, Inc., by _____
its _____

Date: _____

Tao Fellowship, by _____
its _____

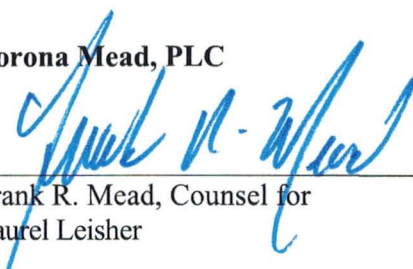
Date: _____

Vortex, Inc. by _____
its _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

Lorona Mead, PLC



Frank R. Mead, Counsel for
Laurel Leisher

Burch & Cracchiolo, P.A.

Howard C. Meyers, Counsel for
Dahn Yoga & Health Centers, Inc. and
Mago Earth, Inc.

Herrick, Feinstein LLP

Alan D. Kaplan, Counsel for
Seung Heun Lee and Journg Sook Lee

Gordon & Rees

Mark A. Saxon, Counsel for
BR Consulting, Inc. and Oasis Arabians, LLC

Renaud Cook Drury Mesaros, P.A.

David E. McDowell, Counsel for
CGI, Inc.

Little Mendelson, P.C.

Laurent Badoux, Counsel for
Tao Fellowship

Gallagher & Kennedy, P.A.

Paul L. Stoller, Counsel for
Seung Heunn an Lee Journg Sook Lee

Herrick, Feinstein LLP

Alan D. Kaplan, Counsel for
Vortex, Inc.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the “Agreement”) is entered into this _____ day of March, 2013 by and between the following parties (the “Parties”): Plaintiff Lucie Vogel (“Plaintiff”) and Defendants Seung Heun Lee; Journg Sook Lee; Dahn Yoga & Health Centers, Inc. (“Dahn”); Tao Fellowship; BR Consulting, Inc.; Mago Earth, Inc. (“Mago”); Vortex, Inc.; CGI, Inc.; and Oasis Arabians, LLC (collectively “Defendants”), under the hereinafter described terms and conditions.

RECITALS

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5. Plaintiff represents and warrants that she is the sole owner of the claims she has asserted in the SAC and that she has not assigned either the claims or any economic rights therein to any other person or entity.

6. Plaintiff was initially represented in this case by attorney Ryan Kent. While Plaintiff never doubted the merit in her claims, Plaintiff acknowledges that attorney Ryan Kent's misrepresentations to her about her claims and his ability to competently handle her case (which attorney Kent himself contradicted in detail in his motion and supporting affidavit for withdrawal) are primary factors for the commencement of this lawsuit.

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3. Defendants Dahn and Mago shall dismiss, with prejudice, the Counterclaims against Plaintiff.
4. Defendants will release their claims against Plaintiff to recover their attorneys' fees and court costs incurred in the Action.
5. Each party hereto shall bear their own attorneys' fees and court costs incurred in the Action.

6. The Parties will file a Stipulation to Dismiss in the form attached hereto dismissing Plaintiff's Action against Defendants and the Counterclaims against Plaintiff, with prejudice, in the Action.

7. In exchange for the consideration set forth herein, Plaintiff and Defendants expressly release and discharge each other from any and all actions, causes of action, and claims whatsoever relating to the matters set forth in the Action and the Counterclaims that each ever had, now has or that their heirs, assigns, spouses, successors, or legal representatives hereafter may have against the other by reason of any matter, cause or thing whatsoever up to and including the date of this release, whether known or unknown, contingent or fixed. This release is a full settlement of any and all claims the Parties have or may have against each other.

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The Parties waive the application of California Civil Code section 1542, as it relates to any release contained in the Agreement and particularly the Release in Paragraph 7 herein. The Parties understand and acknowledge that the significance and consequence of this waiver of California Civil Code section 1542 is that even if they should eventually suffer additional damages arising out of the claims released herein, they will not be able to make any claim for those damages. Furthermore, the Parties acknowledge that they consciously intend these consequences even as to claims that they do not know exist, and that, if known, would materially affect their decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence or any other cause. The Parties acknowledge that they have read, understand, and agree to the above.

9. This Agreement does not release or affect any of the claims asserted by any of the other plaintiffs in the Action, the Counterclaims asserted against any of the other plaintiffs in the Action, or the claims of the Defendants to recover their attorneys' fees or court costs incurred in the Action from any of the other plaintiffs.

10. Plaintiff acknowledges that she will indemnify the Lee defendants for any sum, up to and including the amount of Six Thousand Dollars (\$6,000.00), which may be awarded as costs and/or fees to plaintiff's mother, Lucie Leavell Vogel, in a separate proceeding in Federal Court for the District of Columbia, relating to the taking of her non-party deposition in that District.

11. Plaintiff agrees that she will continue to abide by and be subject to the provisions of the Protective Order filed on October 27, 2010 (Doc. No. 218), entered into by the Court in this action.

12. Plaintiff agrees that all original documents of the Defendants, including any confidential documents, in her possession, shall be returned to the Defendants within sixty (60) days of the date of this Agreement. Plaintiff also agrees to destroy all copies of the Defendants' documents in her possession and supply acknowledgement of same to Counsel for the Defendants within sixty (60) days of the date of this Agreement.

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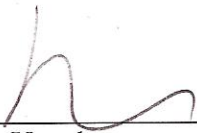
provisions of this Agreement which may prove to be invalid, void or illegal will in no way affect, impair or invalidate any other provision hereto and such other provision will remain in full force and effect. In the event of any legal action or proceeding brought by any of the Parties hereto against any of the other Parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees, taxable costs and any other costs incurred in such legal action or proceeding.

14. The Parties agree to refrain from making derogatory or disparaging remarks or comments against each other.

15. The Parties expressly acknowledge that they have carefully read this Agreement, that they have had the opportunity to have this Agreement reviewed by counsel of their choosing, that they fully understand the contents thereof, that they have affixed their signatures hereto freely and voluntarily, without reliance upon any promises or representations by any other party, except as provided in this Agreement. This Agreement is the joint product of the Parties, and any subsequent interpretation of the Agreement is not construed for or against any Party.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to execute any and all documents necessary to carry out the intent of the Agreement.

Signature page to follow



Lucie Vogel

Date: 3/28/13

Seung Heun Lee

Date: _____

Journng Sook Lee

Date: _____

Dahn Yoga & Health Centers, Inc. and
Mago Earth, Inc., by _____
its _____

Date: _____

BR Consulting, Inc. and Oasis
Arabians, LLC, by _____
its _____

Date: _____

CGI, Inc., by _____
its _____

Date: _____

Tao Fellowship, by _____
its _____

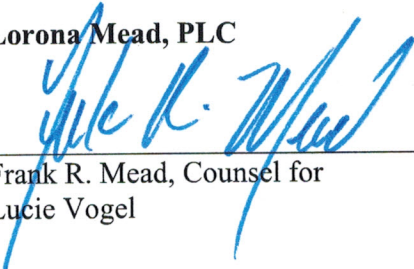
Date: _____

Vortex, Inc. by _____
its _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

Lorona Mead, PLC



Frank R. Mead, Counsel for
Lucie Vogel

Burch & Cracchiolo, P.A.

Howard C. Meyers, Counsel for
Dahn Yoga & Health Centers, Inc. and
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