

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

LYLE BREHM, on behalf of Willard F. )  
Brehm, Gladys M. Brehm, the Willard F. )  
Brehm Revocable Trust and the Gladys )  
M. Brehm Revocable Trust, REX )  
WELDON, on behalf of Nancy Weldon, )  
Robert Clark Weldon and the Robert )  
Clark Weldon and Nancy Weldon Trust, )  
JILL SCHUNEMAN, on behalf of herself )  
and the Jill Schuneman Living Trust, )  
and DAVID BUCKLEY, on behalf of )  
himself, the Robert L. McKissick )  
Irrevocable Trust and the Brenda L. )  
Buckley Revocable Trust, collectively on )  
behalf of themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

CAPITAL GROWTH FINANCIAL, LLC, )  
BRIAN SCHUSTER, ENGLE & )  
SCHUSTER FINANCIAL, INC., )  
AMERICAN CAPITAL CORPORATION, )  
ROYAL PALM CAPITAL GROUP, INC., )  
ALAN JACOBS, MICHAEL JACOBS, )  
GERALD PARKER, JOHN BOYCE, )  
GERALDINE MAGALNICK, PATRICK )  
HARRINGTON, PETER KIRSCHNER, )  
and STARK WINTER SCHENKEIN & )  
CO., LLP, )

Defendants. )

8:07CV254

ORDER

This matter is before the court on the lead plaintiffs’ motion to dismiss defendants Capital Growth Financial and Alan and Michael Jacobs, Filing No. [428](#). This court has approved a settlement between the parties. See Filing No. [335](#). Pursuant to that settlement agreement, Filing No. [277](#),

IT IS HEREBY ORDERED:

1. Plaintiffs’ motion to dismiss defendants Capital Growth Financial and Alan and Michael Jacobs (Filing No. [428](#)) is granted.

2. Defendants Capital Growth Financial and Alan and Michael Jacobs are dismissed, without prejudice, each party to bear their own attorney fees, expert fees, and costs.

DATED this 12<sup>th</sup> day of November, 2010.

BY THE COURT:

s/Joseph F. Bataillon  
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CHIEF DISTRICT JUDGE

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