

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 10-21197-CIV- HUCK/O'SULLIVAN

FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INDYMAC BANK, FSB,

Plaintiff,

v.

ECONO APPRAISAL INC., ROBERTO
RODRIGUEZ, LANCE MOYSE, and
ATTORNEYS' TITLE INSURANCE
FUND, INC.,

Defendants.

**PLAINTIFF'S PROPOSAL FOR SETTLEMENT TO DEFENDANT
ATTORNEYS' TITLE INSURANCE FUND, INC.**

Plaintiff, Federal Deposit Insurance Corporation, as Receiver for Indymac Bank, FSB (**Plaintiff**), pursuant to FLA. STAT. § 768.79, serves this proposal for settlement (the **Proposal**) on defendant Attorneys' Title Insurance Fund, Inc. (**Defendant**). The Proposal must be accepted in writing within thirty (30) days after service or it shall be deemed rejected. The Proposal is as follows:

1. **Party Making Proposal:** Plaintiff.
2. **Party to Whom the Proposal is Being Made:** Defendant.
3. **Claims the Proposal Attempts to Resolve:** All issues and claims asserted, and which could have been asserted, by and between Plaintiff and Defendant in this, the above-styled action (the **Action**).

4. **Total Amount of Proposal:** Plaintiff proposes to resolve the Action in exchange for payment to Plaintiff from Defendant in the amount of Twenty Thousand Dollars and Zero Cents (\$20,000.00), inclusive of all damages, attorney's fees, costs, and prejudgment interest.

5. **Non-monetary Terms of Proposal, if any:** Upon Defendant's acceptance of the Proposal, Plaintiff shall dismiss the Action with prejudice as against Defendant in the form attached hereto as **Exhibit "A."** The Parties shall execute mutual releases of all issues and claims asserted amongst them in the Action, copies of which are attached hereto as **Exhibits "B" and "C"**, respectively.

6. **Punitive Damages:** There are no claims for punitive damages pending in the Action.

7. **Filing of Proposal:** This Proposal is not being filed with the Court, unless and until it becomes necessary to enforce the provisions of FLA. STAT. § 768.79.

Dated: May 13, 2011.

/s/ Justin E. Hekkanen

William P. Heller

Florida Bar Number: 987263

[REDACTED]

(b)(6)

Justin E. Hekkanen

Florida Bar Number: 33712

[REDACTED]

(b)(6)

AKERMAN SENTERFITZ

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*Counsel for Federal Deposit Insurance
Corporation, as Receiver for IndyMac
Bank, FSB*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via facsimile, e-mail, and U.S. mail on May 13, 2011 on counsel or parties of record noted on the Service List below.

/s/ Justin E. Hekkanen
Attorney

SERVICE LIST

**Aaron Christopher Wong
Cohen Fox
201 S Biscayne Boulevard
Suite 850
Miami, FL 33131-2310
(305) 702-3000
(305) 702-3030 (fax)**

(b)(6)

***Counsel for Attorneys' Title Insurance
Fund, Inc.***

/s/ Justin E. Hekkanen
Attorney

Exhibit "A"

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 10-21197-CIV- HUCK/O'SULLIVAN

FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INDYMAC BANK, FSB,

Plaintiff,

v.

ECONO APPRAISAL INC., ROBERTO
RODRIGUEZ, LANCE MOYSE, and
ATTORNEYS' TITLE INSURANCE
FUND, INC.,

Defendantss.

JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff Federal Deposit Insurance Corporation, as Receiver for IndyMac Bank, FSB (**Plaintiff**), and defendant Attorneys' Title Insurance Fund, Inc., pursuant to Federal Rule of Civil Procedure 41, stipulate that the court may enter an order without further notice or hearing to dismiss this case **with prejudice** by and between Plaintiff and only defendant Attorneys' Title Insurance Fund, Inc., with each party to bear its own costs and attorneys' fees.

Date: _____, 2011

Exhibit "B"

RELEASE

Subject to full performance of the obligations and representations and warranties set forth in the Proposal, and effective upon the receipt and clearing of the payment referred to in paragraph 4 of the Proposal, so that good and clear funds in the amount agreed to are actually received by Plaintiff, Plaintiff, for itself and for each and every one of its current and former officers, directors, joint venturers, partners, employees, agents, servants, administrators, executors, predecessors, successors, subsidiaries, parents, affiliates, attorneys, insurers, representatives and assigns, conservators and/or receivers, and all persons or entities acting by, through, under, for, on behalf of, or in concert with them, past or present, fully and forever releases, acquits and discharges Defendant and its respective current and former officers, directors, joint venturers, partners, employees, agents, servants, administrators, executors, predecessors, successors, subsidiaries, parents, affiliates, attorneys, insurers, representatives and assigns, conservators and/or receivers, and all persons or entities acting by, through, under, for, on behalf of, or in concert with them (the **Releasees**), past or present, jointly and severally, from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees (including, without limitation, those of attorneys), expenses, actions and/or causes of action of every nature, character and description, or causes of liability, rights and offset rights, whether at law or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, including without limitation injunctive or equitable relief, any award of actual, consequential, incidental, liquidated, or other types or categories of damages, any award of punitive or exemplary damages, any claims for attorneys' fees, costs or expenses of litigation and any other type of relief which Plaintiff has, may have or might have against Defendant, the Releasees, or any of them, pertaining to the Action, and any and all facts, occurrences and transactions alleged in the Action, provided, however, that this release is not a general release but is expressly and specifically limited to Action, and any and all facts, occurrences and transactions alleged in the Action, and is not intended nor shall it be deemed to release any other claims, demands, causes of actions, debts, obligations, losses damages, liabilities, costs, expenses, attorneys' fees, penalties, compensation, right to indemnity and/or demands as to any other matters that Plaintiff may have or might have against Defendant or the Releasees, or any of them, including without limitation any other claims, demands or actions regarding any other matters.

Notwithstanding any other provision contained herein, Plaintiff does not release, and expressly preserves fully and to the same extent as if the Release had not been executed, any claims or causes of action: (a) against Defendant that do not arise from or relate to any and all facts, occurrences and transactions alleged in the Action; and (b) arising from the transaction at issue in the Action against any other transaction participant besides Defendant.

Signature and Notary Blocks Follow

Dated: 6-2, 2011

FEDERAL DEPOSIT INSURANCE
CORPORATION, AS RECEIVER FOR
INDYMAC BANK, F.S.B.

By: (b)(6)
 Richard S. Gill
Its: Counsel

Exhibit "C"

RELEASE

Subject to full performance of the obligations and representations and warranties set forth in the Proposal, and effective simultaneously with the Release executed by Plaintiff at Exhibit "B" above, Defendant, on behalf of itself individually and for each and every one of its respective current and former officers, directors, joint venturers, partners, employees, agents, servants, administrators, executors, predecessors, successors, subsidiaries, parents, affiliates, attorneys, insurers, representatives and assigns, conservators and/or receivers, and all persons or entities acting by, through, under, for, on behalf of, or in concert with them, past or present, fully and forever release, acquit and discharge Plaintiff and its current and former officers, directors, joint venturers, partners, employees, agents, servants, administrators, executors, predecessors, successors, subsidiaries, parents, affiliates, attorneys, insurers, representatives and assigns, and all persons or entities acting by, through, under, for, on behalf of, or in concert with them, past or present, jointly and severally, from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees (including, without limitation, those of attorneys), expenses, actions and/or causes of action of every nature, character and description, or causes of liability, rights and offset rights, whether at law or in equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, including without limitation injunctive or equitable relief, any award of actual, consequential, incidental, liquidated, or other types or categories of damages, any award of punitive or exemplary damages, any claims for attorneys' fees, costs or expenses of litigation and any other type of relief which Defendant may have or might have against Plaintiff pertaining to any and all facts, occurrences and transactions alleged in the Action, provided, however, that this release is not a general release but is expressly and specifically limited to any and all facts, occurrences and transactions alleged in the Action, and is not intended nor shall it be deemed to release any other claims, demands, causes of actions, debts, obligations, losses damages, liabilities, costs, expenses, attorneys' fees, penalties, compensation, right to indemnity and/or demands as to any other matters that Defendant may have or might have against Plaintiff, including without limitation any other claims, demands or actions regarding any other matter.

Dated: May 31, 2011

Attorneys' Title Insurance Fund, Inc.

By: _____

[Redacted Signature]

(b)(6)

Its: _____

Tiffany J. Riggs
Senior Claims Counsel