

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made by, between, and among the following undersigned parties:

The Plaintiff Federal Deposit Insurance Corporation as Receiver for AmTrust Bank (“FDIC-R”), and Kenrick Caesar (“Settling Defendant” or “Caesar”); (individually, the FDIC-R and the Settling Defendant may be referred to herein as “Party” and collectively as the “Parties”). This Settlement Agreement shall be effective as of the date last executed by any Party (“Effective Date”).

### RECITALS

WHEREAS:

Prior to December 4, 2009, AmTrust Bank (“Bank”) was a depository institution organized and existing under the laws of Ohio;

On December 4, 2009, the Office of Thrift Supervision closed the Bank and pursuant to 12 U.S.C. § 1821(c), the Federal Deposit Insurance Corporation was appointed Receiver. In accordance with 12 U.S.C. § 1821(d), the FDIC-R succeeded to all rights, titles, powers and privileges of the Bank, including those with respect to its assets.

Among the assets to which the FDIC-R succeeded were all of the Bank’s claims, demands, and causes of action;

On August 18, 2008, the Bank filed a complaint for money damages against, among others, the Settling Defendant in the matter captioned *AmTrust Bank v. The Mortgage Zone Inc.*, Case No. 08-cv-3369 (E.D.N.Y.). The claims asserted in the complaint against the Settling Defendant relate to two mortgage loans that the Bank made to Caesar in 2007 to fund the purchase of 462 Kosciuszko Street, Brooklyn, New York (the “Caesar Loans”). On June 16, 2009, the United States District Court for the Eastern District of New York entered a default judgment in the action against, among others, the Settling Defendant (“Default Judgment”).

On January 27, 2010, the FDIC-R’s motion to be substituted as plaintiff was granted such

that the matter was recaptioned as *FDIC as Receiver for AmTrust Bank v. The Mortgage Zone Inc.*, Case No. 08-cv-3369 (E.D.N.Y.) (“Mortgage Malpractice and Fraud” or “MMF Action”). The portion of the Default Judgment applicable to the Settling Defendant was entered for \$766,892.96 in compensatory damages and \$229,446.65 of attorney’s fees, with interest accruing at nine percent (9%) per annum until the judgment is paid in full. The Default Judgment also entered an equitable lien against 462 Kosciuszko Street, Brooklyn, New York (“the Property”), for \$766,892.96. In or about September 2014, the FDIC-R agreed to release its lien against the Property so that Caesar could complete a short sale of the Property for \$215,000, but did not release any other aspect of the Default Judgment against Caesar.

NOW, THEREFORE, in consideration of the promises, undertakings, payments, and releases stated herein, the sufficiency of which consideration is hereby acknowledged, the undersigned Parties agree, each with the other, as follows:

#### **SECTION I: Payment to FDIC-R**

A. As an essential covenant and condition to this Agreement, on or before ninety (90) calendar days following the Effective Date, the Settling Defendant shall pay the FDIC-R the sum of \$40,000 (“the Settlement Payment”). The Settlement Payment shall constitute a debt due and owing the Federal Deposit Insurance Corporation, an agency of the United States, on the Effective Date. The debt shall be discharged by payment in full to the FDIC-R.

B. The Settling Defendant shall deliver the Settlement Payment to the FDIC-R by electronic funds transfer pursuant to written instructions including a tax identification number to be provided by the FDIC-R, contemporaneous with signing the Agreement.

C. If the FDIC-R does not receive the Settlement Payment in full on or before the date determined by subsection A above, then the Settling Defendant shall be in default of his payment obligations (“Default”) and interest shall accrue at the rate of five percent (5% ) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher (“Default Interest Rate”) on the unpaid total (Settlement Payment and accrued interest) until paid in full, and the FDIC-R, in its sole discretion, shall have the right to:

1. Waive the Default and extend the period of time for the Settlement Payment in writing, including interest at the Default Interest Rate accruing from the date determined by subsection A above. Any decision by the FDIC-R to extend the terms of this Agreement or to accept a portion of the Settlement Payment shall not prejudice its rights to pursue relief under subsections 2 through 4 below at any time prior to receipt of the full Settlement Payment (including all accrued interest); provided, however, that in the event the FDIC-R terminates this Agreement by declaring it null and void, the FDIC-R will return to the Settling Defendant any and all amounts paid to the FDIC-R under this Settlement Agreement; or

2. File a Stipulation for Entry of Judgment, executed by all Parties hereto, and their counsel, contemporaneous with execution of this Agreement, in the form attached hereto as Exhibit A, in the Mortgage Malpractice and Fraud Action, and the Court shall retain jurisdiction over this Agreement, the stipulated judgment, and the Parties to enforce the obligations of each party under this Agreement and the stipulated judgment in accordance with *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994).

3. Enforce this Agreement, including without limitation, by FDIC-R's motion to summarily enforce the agreed upon settlement by the Court entering judgment against the Settling Defendant for breach of the settlement agreement in the amount of the unpaid total (Settlement Payment and accrued interest) together with the costs of collection and all of the FDIC-R's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement. In such event, the Settling Defendant waives and covenants not to plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever except the defense of payment of the Settlement Payment, in part or in full, to an action or motion to enforce this Agreement and agrees to exclusive jurisdiction and venue in United States District Court in the Eastern District of New York; or

4. Terminate the Agreement by declaring it null and void, move to vacate any dismissal order, to which the Settling Defendant agrees to consent, and reinstitute an action on the FDIC-R's claims. The Settling Defendant further agrees to waive and covenants to not

plead, argue, or otherwise assert any defense, claim or counterclaim of any kind whatsoever that did not exist or was otherwise unavailable as of the Effective Date, except the defense of payment of the Settlement Payment, in part or in full; and/or

5. Seek any other relief available to it in law or equity.

Any extension of time under Section I.C.1 for delivery of the Settlement Payment or acceptance of a portion of the Settlement Payment shall not prejudice the FDIC-R's rights to take any of the actions set forth in Section I.C.2 through I.C.4 at any time prior to receipt of Settlement Payment (including all accrued interest) in full.

### **SECTION II: Satisfaction of Judgment, and Stipulated Order of Dismissal**

Within ten business days after the latter of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the Settlement Payment, plus any accrued interest, the FDIC-R shall file a proposed satisfaction of judgment and proposed stipulated order of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the forms attached hereto as Exhibits B and C, in the Mortgage Malpractice and Fraud Action, and the Court shall retain jurisdiction over this Agreement and the Parties to enforce the obligations of each party under this Agreement in accordance with *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375 (1994).

### **SECTION III: Releases**

#### **A. The FDIC-R's Releases.**

Upon receipt of the Settlement Payment in full and except as provided in Section III.D., the FDIC-R, for itself and its successors and assigns, hereby releases and discharges:

The Settling Defendant and his respective heirs, executors, trustees, administrators, representatives, successors, and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, belonging to the FDIC-R, that arise from or relate to, the Caesar Loans, including without limitation the causes of action alleged against Caesar in the MMF Action.

#### **B. The Settling Defendants' Release.**

Effective simultaneously with the release granted in Section III.A. above, the Settling Defendant, on behalf of himself individually, and his respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby releases and discharges the FDIC-R, and its employees, officers, directors, representatives, attorneys, successors and assigns, from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, that arise from or relate to, the Bank or to the Caesar Loans, including without limitation all claims relating to the causes of action alleged against Caesar in the MMF Action.

C. Exceptions from Releases by the FDIC-R.

1. Notwithstanding any other provision of this Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if this Agreement had not been executed, any claims or causes of action:

a. Against the Settling Defendant (except for liability arising from or related to the Caesar Loans) or any other person or entity for liability, if any, incurred as the maker, endorser or guarantor of any promissory note or indebtedness payable or owed by them to FDIC-R, the Bank, other financial institutions, or any other person or entity, including without limitation any such claims acquired by FDIC-R as successor in interest to the Bank or any person or entity other than Bank; and

b. Against any person or entity not expressly released by the FDIC-R in this Agreement.

2. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing, or compromising the jurisdiction and authority of the Federal Deposit Insurance Corporation, in any other capacities other than as the FDIC-R, including in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement or other proceedings seeking removal, prohibition, or any other relief it is authorized to seek pursuant to its supervisory or regulatory authority against any person.

3. Notwithstanding any other provision of this Agreement, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through the Department of Justice, the United States Attorney's Office for any federal judicial district, or any other department or agency of the United States as defined by 18 U.S.C. § 6. In addition, the FDIC-R specifically reserves the right to seek court-ordered restitution pursuant to the relevant provisions of the Mandatory Victims Restitution Act, 18 U.S.C. §§ 3322 and 3663 et. seq., if appropriate.

#### **SECTION IV: Representations and Acknowledgements**

A. Authorized Signatories. All of the undersigned persons represent and warrant that they are Parties hereto or are authorized to sign this Agreement on behalf of the respective Party, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the undersigned Parties and their respective heirs, executors, trustees, administrators, representatives, successors and assigns.

B. Advice of Counsel. Each Party hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Agreement, and that this Agreement has been explained to that Party by his or her counsel.

C. Financial Disclosure Representation. The Settling Defendant has submitted financial information to the FDIC-R including his tax transcripts for 2018 and 2019, his filed tax return for 2020, and a Personal Financial Statement (FDIC 7600/01), and herein affirms that his financial information is true and accurate as of the date of this agreement. The Settling Defendant expressly acknowledges that, in determining to settle the claims released herein, the FDIC-R has reasonably and justifiably relied upon the accuracy of the financial information submitted by the Settling Defendant. The FDIC-R has no obligation to independently verify the completeness or accuracy of that financial information. If the FDIC-R establishes via a final adjudication in an appropriate judicial forum that the Settling Defendant failed to disclose any material interest, legal, equitable, or beneficial, in any asset, that Settling Defendant agrees to

cooperate fully with the FDIC-R to provide updated financial information and to pay to the FDIC-R the lesser of (1) the value of the Settling Defendant's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against that Settling Defendant.

#### **SECTION V: Reasonable Cooperation**

The Parties agree to cooperate in good faith to effectuate all the terms and conditions of this Agreement, including doing, or causing their agents and attorneys to do, whatever is reasonably necessary to effectuate the signing, delivery, execution, filing, recording, and entry, of any documents necessary to conclude the portion of the MMF Action applicable to Kenrick Caesar, and to otherwise perform the terms of this Agreement.

#### **SECTION VI: Other Matters**

A. No Admission of Liability. The undersigned Parties each acknowledge and agree that the matters set forth in this Agreement constitute the settlement and compromise of disputed claims and defenses, that this Agreement is not an admission or evidence of liability or infirmity by any of them regarding any claim or defense, and that the Agreement shall not be offered or received in evidence by or against any Party except to enforce its terms.

B. Counterparts. This Agreement may be executed in counterparts by one or more of the Parties and all such counterparts when so executed shall together constitute the final Agreement, as if one document had been signed by all Parties; and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding the Parties subscribed thereto upon the execution by all Parties to this Agreement. Any counterpart or other signature delivered by electronic mail shall be deemed for all purposes as being a good and valid execution and delivery of this Agreement by that Party.

C. Choice of Law. This Agreement shall be interpreted, construed and enforced according to applicable federal law, or in its absence, the laws of the State of New York. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

D. Notices. Any notices required hereunder shall be sent by nationally recognized overnight delivery service (e.g. FedEx or UPS), and by email, to the following:

If to the FDIC-R:

Rosemary Q. Barry  
Federal Deposit Insurance Corporation  
New York Legal Services Office  
350 Fifth Avenue, Suite 1200  
New York, New York 10118  
(917) 320-2862  
rbarry@fdic.gov

Douglas T. Hoffman  
Federal Deposit Insurance Corporation  
3501 Fairfax Drive, VS-E-7006  
Arlington, Virginia 22226  
(703) 516-5383  
dohoffman@fdic.gov

If to the Settling Defendant:

O. Benjamin Okeke  
3312 Church Avenue, 3<sup>rd</sup> Floor  
Brooklyn, New York 11203  
(718) 940-3855  
chukwunwe@aol.com

E. Entire Agreement and Amendments. This Agreement, including Exhibits, constitutes the entire agreement and understanding between and among the undersigned Parties concerning the matters set forth herein and supersedes any prior agreements or understandings. This Agreement may not be amended or modified, nor may any of its provisions be waived, except in writing signed by the Parties bound thereby, or by their respective authorized attorney(s), or other representative(s).

F. Titles and Captions. All section titles and captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

G. No Confidentiality. The undersigned Parties acknowledge that this Agreement shall not be confidential and will be disclosed pursuant to the Federal Deposit Insurance Corporation's applicable policies, procedures, and other legal requirements.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMTRUST BANK

Date: \_\_\_\_\_

BY:

TITLE:

PRINT NAME:

KENRICK CAESAR

Date: *August 30 2022*

BY:

**b6**

TITLE:

PRINT NAME: *Kenrick CAESAR*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR AMTRUST BANK

Date: 30 August 2022

BY:

**b6**

TITLE:

*Senior Attorney*

PRINT NAME:

*Douglas T. Hoffman*

KENRICK CAESAR

Date: \_\_\_\_\_

BY:

TITLE:

PRINT NAME:

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Federal Deposit Insurance Corporation, as,  
Receiver for AmTrust Bank,  
Plaintiff,

Case No. 2:08-cv-03369

v.

The Mortgage Zone Inc., et al.  
Defendants.

**STIPULATION FOR ENTRY OF JUDGMENT**

**WHEREAS**, Plaintiff Federal Deposit Insurance Corporation as Receiver for AmTrust Bank ("FDIC-R"), and Defendant Kenrick Caesar ("Caesar") have entered into a Settlement and Release Agreement ("Agreement") with an effective date of August 30, 2022 (the "Effective Date");

**WHEREAS**, On June 16, 2009, this court entered a default judgment in this matter against, among others, Caesar ("Default Judgment");

**WHEREAS**, "SECTION I: Payment to FDIC-R" of the Agreement provides that Caesar shall pay \$40,000 to the FDIC-R within 90 days of the Effective Date;

**WHEREAS**, FDIC-R and Caesar enter into this Stipulation for Entry of Judgment ("Stipulation") so that judgment ("Judgment") may be entered as described below in the event Caesar fails to make payment to FDIC-R as required by "SECTION I: Payment to FDIC-R" of the Agreement; and

**WHEREAS**, FDIC-R and Caesar enter into this Stipulation so that, if filed, the Judgment shall replace Caesar's portion of the Default Judgment.

**STIPULATION**

**IT IS HEREBY STIPULATED** by and between the parties hereto as follows:

1. In the event Caesar fails to make the payment to FDIC-R within 90 days of the Effective Date as provided in “SECTION I: Payment to FDIC-R” of the Agreement and such default is not cured as set forth below, this Stipulation may be filed and Judgment entered in favor of FDIC-R and against Caesar in the amount of Forty Thousand Dollars (\$40,000), less any payments FDIC-R has received from Caesar, plus interest at the rate of five percent (5%) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher (“Default Interest Rate”) until paid in full, and attorneys’ fees and costs incurred in obtaining and enforcing the Judgment. The Judgment shall be in the form attached hereto as **Exhibit 1** and incorporated herein by reference.

2. In the event Caesar fails to make the payment required by “SECTION I: Payment to FDIC-R” of the Agreement within 90 days of the Effective Date, FDIC-R shall give written notice to Caesar’s counsel by email and first class United States mail at the following address:

O. Benjamin Okeke  
3312 Church Avenue, 3<sup>rd</sup> Floor  
Brooklyn, New York 11203  
(718) 940-3855  
chukwunwe@aol.com

Caesar shall have seven (7) business days after the date of the e-mail transmitting said notice to cure the default by delivering the delinquent amount to FDIC-R by electronic funds transfer pursuant to the written instructions provided by FDIC-R with said notice.

3. In the event of an uncured default of payment as set forth herein, FDIC-R shall be entitled to immediately file *ex parte* this Stipulation and the Judgment, along with a Declaration of Default in Payment, setting forth the amount of payments received prior to the default. Although FDIC-R shall provide to Caesar’s counsel *ex parte* notice of intent to file this Stipulation and the Judgment, Caesar expressly waives any and all rights he may have in regard

to notice and opportunity to be heard. All procedural rules for *ex parte* applications shall be governed by the local rules for the United States District Court for the Eastern District of New York.

4. If the Judgment in the form attached hereto as **Exhibit 1** and incorporated herein by reference is filed and entered in this matter, such Judgment shall replace Caesar's portion of the Default Judgment.

5. This Stipulation may be executed in any number of counterparts. Each counterpart shall be deemed to be an original and when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties. Signatures exchanged by facsimile and by e-mail PDF shall be as effective as original signatures.

**FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR AMTRUST BANK**

Date: \_\_\_\_\_

BY:

TITLE: Counsel for Plaintiff

PRINT NAME: Rosemary Q. Barry

**KENRICK CAESAR**

Date: August 30, 2022

BY:

[Redacted signature box containing **b6**]

TITLE: Petitioner

PRINT NAME: Kenrick Caesar

Date: August 30, 2022

BY:

[Redacted signature box containing **b6**]

TITLE: Counsel for Defendant

PRINT NAME: O. Benjamin Okeke

to notice and opportunity to be heard. All procedural rules for *ex parte* applications shall be governed by the local rules for the United States District Court for the Eastern District of New York.

4. If the Judgment in the form attached hereto as **Exhibit 1** and incorporated herein by reference is filed and entered in this matter, such Judgment shall replace Caesar's portion of the Default Judgment.

5. This Stipulation may be executed in any number of counterparts. Each counterpart shall be deemed to be an original and when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all parties. Signatures exchanged by facsimile and by e-mail PDF shall be as effective as original signatures.

**FEDERAL DEPOSIT INSURANCE CORPORATION  
AS RECEIVER FOR AMTRUST BANK**

Date: August 30, 2022

BY:

**b6**

TITLE: Counsel for Plaintiff

PRINT NAME: Rosemary Q. Barry

**KENRICK CAESAR**

Date: \_\_\_\_\_

BY:

TITLE:

PRINT NAME:

Date: \_\_\_\_\_

BY:

TITLE: Counsel for Defendant

PRINT NAME: O. Benjamin Okeke

**EXHIBIT 1**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Federal Deposit Insurance Corporation, as,  
Receiver for AmTrust Bank,  
Plaintiff,

v.

The Mortgage Zone Inc., et al.  
Defendants.

Case No. 2:08-cv-03369

**STIPULATED JUDGMENT**

Pursuant to the Stipulation for Entry of Judgment entered into by and between Plaintiff Federal Deposit Insurance Corporation as Receiver for AmTrust Bank (“FDIC-R”), and Defendant Kenrick Caesar (“Caesar”), and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. The FDIC-R is hereby awarded, and Caesar is obligated to pay FDIC-R the sum of \$ \_\_\_\_\_ (which represents Forty Thousand Dollars (\$40,000), less any payments FDIC-R has received from Caesar, plus interest at the rate of five percent (5%) per annum or the rate calculated in accordance with 26 U.S.C. § 6621(a)(2), whichever rate is higher (“Default Interest Rate”) until paid in full.

2. In addition to the above amounts, FDIC-R shall be entitled to an award of attorneys’ fees and costs incurred in obtaining and enforcing this Judgment. The amount of such costs and fees shall be determined by the Court in accordance with the procedures set forth in Rule 54(d) of the Federal Rules of Civil Procedure.

3. This Stipulated Judgment shall replace Caesar's portion of the Default Judgment entered in this matter on June 16, 2009.

IT IS SO ORDERED

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon.  
United States District Judge



**EXHIBIT B**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Federal Deposit Insurance Corporation, as,  
Receiver for AmTrust Bank,  
Plaintiff,

v.

The Mortgage Zone Inc., et al.  
Defendants.

Case No. 2:08-cv-03369

**SATISFACTION OF JUDGMENT**

**WHEREAS**, judgment was entered in the above-entitled action before the United States District Court, Eastern District of New York, on or about June 16, 2009 in favor of Amtrust Bank and against defendant Kenrick Caesar in the total amount of \$996,339.61 (“Caesar Judgment”);

**WHEREAS**, by an order dated January 27, 2010, Federal Deposit Insurance Corporation was substituted as Receiver for Amtrust Bank;

**WHEREAS**, the Caesar Judgment was subsequently docketed with Kings County Clerk’s Office under Judgment Docket-Control Number 003352944-03 against KENTICK CAESAR on January 2, 2015 in the amount of \$996,339.61; and

**WHEREAS**, the Caesar Judgment has been satisfied by the parties’ settlement and payment of that settlement, it is hereby **CERTIFIED** that there is no pending execution with respect to the Caesar Judgment.

**NOW THEREFORE**, Plaintiff, by its attorney, hereby acknowledges by this Satisfaction of Judgment that the Court Clerk/Kings County Clerk is authorized to make an entry of “satisfaction” for the Caesar Judgment docketed at Judgment Docket-Control Number 003352944-03.

Respectfully submitted,

/s/ Rosemary Q. Barry  
Federal Deposit Insurance Corporation  
New York Legal Services Office  
350 Fifth Avenue, Suite 1200  
New York, New York 10118  
(917) 320-2862  
rbarry@fdic.gov

Counsel for Plaintiff

STATE OF NEW YORK)

)ss.:

COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2022, before me, the undersigned notary public, personally appeared Rosemary Barry, Esq., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity as plaintiff’s attorney, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**EXHIBIT C**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

Federal Deposit Insurance Corporation as  
Receiver for AmTrust Bank,  
Plaintiff,

v.

The Mortgage Zone Inc., et al.  
Defendants.

Case No. 2:08-cv-03369

**STIPULATED ORDER DISMISSING WITH PREJUDICE  
ALL CLAIMS BETWEEN FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR AMTRUST BANK AND KENRICK CAESAR**

Plaintiff Federal Deposit Insurance Corporation as Receiver for AmTrust Bank (“FDIC-R”) and Defendant Kenrick Caesar (“Caesar”) hereby agree and stipulate that the claims between them in this matter have been settled and that all claims between FDIC-R and Caesar shall be and hereby are DISMISSED WITH PREJUDICE, each party to bear its own costs.

This dismissal with prejudice of all claims between FDIC-R and Caesar does not affect the FDIC-R’s claims against other Defendants because all such claims have been resolved by final judgment or dismissed. Furthermore, the dismissal with prejudice does not affect the default, or other, judgments already entered against other Defendants.

The FDIC-R is filing this stipulated dismissal order on behalf of Caesar per his consent.

Respectfully submitted,

/s/ Rosemary Q. Barry  
Federal Deposit Insurance Corporation  
New York Legal Services Office  
350 Fifth Avenue, Suite 1200  
New York, New York 10118  
(917) 320-2862  
rbarry@fdic.gov

/s/ O. Benjamin Okeke  
O. Benjamin Okeke  
3312 Church Avenue, 3<sup>rd</sup> Floor  
Brooklyn, New York 11203  
(718) 940-3855  
chukwunwe@aol.com

Counsel for Plaintiff

Counsel for Defendant

**It is SO ORDERED.**

SIGNED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
The Hon.  
United States District Judge