

## 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 Eurobank, San Juan, Puerto Rico (“FDIC-R”), and Rafael Arrillaga-Torréns, Jr.; William Torres-Torres; Luis Hernández-Santana; Ricardo Levy-Echeandía; Antonio Pavía-Bibiloni; Pedro Feliciano-Benítez; Juan Gómez-Cuétara; the heirs of Plácido González-Córdoba, who are María Eugenia González Muñoz, Guillermo Placido Gonzalez Gonzalez, and Alberto Luis Gonzalez Gonzalez; and Diana Lopez-Feliciano; Nora López-Rodríguez and the Hernández-López conjugal partnership; Lourdes Arce-Rivera the Levy-Arce conjugal partnership; Judith Vidal-Gómez and the Pavia-Vidal conjugal partnership; and Rocio Gil-Gómez de Liaño and the Gomez-Gil conjugal partnership (collectively the “Settling D&O Defendants”); and Liberty Mutual Insurance Company (“Liberty”), ACE Insurance Company n/k/a Chubb Insurance Company of Puerto Rico (“ACE”), and XL Specialty Insurance Company (“XL”) (collectively the “Insurers”) (individually, the FDIC-R, the Settling D&O Defendants, and the Insurers may be referred to herein as “Party” and collectively as the “Parties”).

### RECITALS

#### WHEREAS:

Prior to April 30, 2010, Eurobank, San Juan, Puerto Rico (the “Bank”) was a depository institution organized and existing under the laws of the Commonwealth of Puerto Rico;

On April 30, 2010, the Puerto Rico Office of the Commissioner of Financial Institutions 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 against its former directors, officers, and employees arising from the performance, nonperformance, and manner of performance of their respective functions, duties and acts as directors, officers, and employees of the Bank;

On April 26, 2013, the FDIC-R filed a complaint for money damages against the Settling D&O Defendants, each of whom served at various times as a director and/or officer of the Bank, and against the Insurers. Those claims for damages are now pending in the *action, Federal Deposit Insurance Corporation as Receiver for Eurobank v. Arrillaga, et al.*, Case Number 13-1328 (PAD) (D.P.R.) (the “D&O Action”). The Settling D&O Defendants and the Insurers have denied liability in the D&O Action.

The Insurers issued the following director and officer liability policies (collectively, the "Policies"):

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1) Primary Policy (the "Liberty Policy")

Carrier: Liberty

Policy Number: [REDACTED]

Limits of Policy: \$10,000,000

(b)(4)

2) First Excess Policy

Carrier: ACE

Policy Number: [REDACTED]

Limits of Policy: \$10,000,000

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3) Second Excess Policy

Carrier: XL

Policy Number: [REDACTED]

Limits of Policy: \$15,000,000

The Settling D&O Defendants sought coverage under the Policies for the D&O Action. The Insurers have reserved their rights to deny coverage under the Policies for claims asserted by FDIC-R against the Settling D&O Defendants.

On March 6, 2017, Liberty filed an interpleader action against the FDIC-R and the Settling D&O Defendants seeking a declaration of its rights and obligations under the Liberty Policy with regard to the claims asserted by the FDIC-R in the D&O Action. That action is *Liberty Mutual Insurance Company v. Federal Deposit Insurance Corporation as Receiver for Eurobank, et al.*, Case No. 3:17-cv-01328-WGY (D.P.R.) (the "Interpleader Action"). In the Interpleader Action, Liberty deposited the remaining limits of the Liberty Policy into the registry of the Court, which funds shall be used to pay a portion of the Settlement Payment as set forth below.

The undersigned Parties deem it in their best interests to enter into this Agreement to avoid the uncertainty and expense of further litigation.

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, the Insurers, severally agree to pay the FDIC-R the sum of \$14,000,000 ("the Settlement Payment") as follows:

Liberty:	\$1,620,554.00 of the interpleaded funds in the Interpleader Action
ACE:	\$9,700,000.00
XL:	\$2,679,446.00

B. Liberty's portion of the Settlement Payment is in the amount of the \$1,620,554.00 of the interpleaded funds remaining in the Interpleader Action (the "Interpleaded Funds") and shall be paid solely from the Interpleaded Funds, provided however that Liberty shall pay the amount of \$576.21 to cover that portion of the registry fees charged by the District Court in the Interpleader Action. Liberty's payment of registry fees shall be made to Rivero Mestre LLP, who shall apply such payment against its fees and costs incurred in this litigation.

In the event the amount of Interpleaded Funds received by the FDIC-R is less than \$1,620,554.00, then XL agrees to pay the amount of any shortfall within fifteen (15) calendar days of receiving notice from the FDIC-R of the shortfall. In the event the amount of the remaining Interpleaded Funds is greater than \$1,620,554.00, the balance of the remaining Interpleaded Funds will be ordered by the District Court to be paid to Rivero Mestre LLP, who shall apply such payment against its fees incurred in this litigation. Concurrently with the execution of this Agreement, the parties to the Interpleader Action shall execute and file in the Interpleader Action an Agreed Order Regarding Disbursement of Interpleaded Funds in the form attached hereto as Exhibit A and requesting that the District Court order payment of the Interpleaded Funds to the FDIC-R in the amount of \$1,620,554.00 and any remaining balance, if any, to Rivero Mestre LLP as soon as practicable. As provided below in Section II, Liberty shall be responsible for filing a stipulation of dismissal of the Interpleader Action after the FDIC-R and Rivero Mestre LLP, if any, has received Liberty's portion of the Interpleaded Funds as set forth above.

C. Within thirty (30) calendar days after execution of this Agreement by all Parties, ACE and XL shall deliver their respective portions of the Settlement Payment to the FDIC-R by wire transfer to:

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BANK: Federal Home Loan Bank of New York  
[REDACTED]  
FOR CREDIT TO: FDIC National Liquidation Account  
[REDACTED]  
New York Main Office  
101 Park Avenue  
New York, NY 10178-0599  
212-681-6000  
212-441-6890 Fax

(b)(4)

(b)(4)

**OTHER BENEFICIARY INFORMATION (OBI):**

1. [REDACTED] - [REDACTED]
2. Notify: Thomas M. Ruane-DRR Investigations (972) 761- 2119
3. Eurobank – D&O Settlement

In the event that ACE or XL do not deliver their respective portions of the Settlement Payment to the FDIC-R within thirty (30) calendar days after execution of this Agreement by all Parties, interest shall accrue on the unpaid amounts at the rate of 5% per annum from the date the

unpaid amounts were originally due or until the date of payment, such interest to be paid solely by the Insurer who did not timely deliver its portion of the Settlement Payment. Regardless of when the District Court in the Interpleader Action makes available and/or otherwise releases the Interpleaded Funds, no interest shall accrue on the Interpleaded Funds included within Liberty's share of the Settlement Payment.

D. If the FDIC-R does not receive payment in full from ACE or XL in full on or before the date determined by subsection A above, then the FDIC-R, in its sole discretion, shall have the right at any time prior to receipt of the Settlement Payment in full (including all accrued interest, if any) to:

1. Extend the period of time for the Settlement Payment, including interest accruing from the date determined by subsection C above, through the date of payment at a rate accruing at 5% per annum, to accrue only with respect to unpaid amounts due from ACE or XL, and such interest shall be payable only by such non-paying Insurer; or

2. Enforce this Agreement against any Insurer which has not paid its share of the Settlement Payment in which event each such non-paying Insurer agrees to jurisdiction in United States District Court in Puerto Rico and to pay all of the FDIC-R's reasonable attorneys' fees and costs expended in enforcing the terms of this Agreement; or

3. Terminate the Agreement and re-institute the D&O Action on the FDIC-R's claims against the Settling D&O Defendants and ACE and XL. The Settling D&O Defendants and ACE and XL further agree to waive any defense based on any statute of limitations that may have run or accrued between the date of the filing of the D&O Action and the re-instituted D&O Action and waive all objections, defenses, claims or counterclaims, covenant and agree not to assert any objections, defenses, claims or counterclaims that did not exist or were otherwise unavailable as of the date this Agreement was fully executed, and covenant and agree not to assert any objections, defenses, claims or counterclaims based upon the dismissal of Liberty from the D&O Action or the FDIC-R's retention of the Interpleaded Funds that it has received. The FDIC shall have thirty (30) days from the dates that the payments are due from ACE and XL to exercise its right to terminate this Agreement. If the FDIC-R exercises its right to terminate this Agreement, then within forty-five (45) calendar days of termination, the FDIC-R shall return to ACE and XL the full amount that has been paid by such Insurer pursuant to this Agreement plus any interest accrued thereon; and/or

4. Seek any other relief available to it in law or equity against any Insurer which has not paid its share of the Settlement Payment.

Any extension of time under Section I.D.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.D.2 through I.D.4 at any time after the expiration of any

extension granted or, as to any acceptance of a partial payment, prior to receipt of Settlement Payment (including all accrued interest, if any) in full.

### **SECTION II: Stipulation and Dismissal**

Within ten (10) business days after the later of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the full Settlement Payment, plus any accrued interest, the FDIC-R shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit B, in the D&O Action. Within ten (10) business days after the later of (1) full execution of this Agreement by all of the Parties, and (2) receipt of the of the Interpleader Funds by FDIC-R and if any by Rivero Mestre, LLP, Liberty shall file a stipulation of dismissal with prejudice, executed by the attorneys for all Parties hereto, in the form attached hereto as Exhibit C, in the Interpleader Action.

### **SECTION III: Releases**

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

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

1. The Settling D&O Defendants and their 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 performance, nonperformance, or manner of performance of the Settling D&O Defendants' respective functions, duties and actions as employees, officers and/or directors of the Bank, including without limitation the causes of action alleged or that could have been alleged in the D&O Action and/or the Interpleader Action.

2. The Insurers, and their respective parents, subsidiaries, affiliates, managing agents, reinsurers, employees, officers, directors, representatives, claims managers, 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: (a) the Policies; (b) the D&O Action; (c) the Interpleader Action; (d) the facts, circumstances, situations, transactions and/or events underlying the D&O Action and/or the Interpleader Action; (e) any claims for coverage arising from the D&O Action or facts, circumstances, situations, transactions and/or events underlying the D&O Action; (f) the performance, non-performance or manner of performance of any functions, duties or actions as directors, officers or employees of the Bank by any person insured by the Policies, including the Settling D&O Defendants; and (g) any claims for misrepresentations, fraud, indemnity, contribution, breach of contract, bad faith, breach of duty, negligence or damages of any kind whatsoever arising out of or related to the Policies, the D&O Action, the Interpleader Action, or the facts, circumstances, situations,

transactions and/or events underlying the D&O Action and/or the Interpleader Action. As part of this release of the Insurer, the FDIC-R agrees that any interest it may have under the Policies is extinguished.

3. All other former directors, officers, and employees of the Bank, (collectively, the "Covered Persons") and their 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 performance, nonperformance, or manner of performance of the Covered Persons' respective functions, duties and actions as directors, officers and/or employees of the Bank including without limitation the causes of action alleged in the D&O Action. This release shall be null and void as to any Covered Person if such Covered Person asserts any claim against the FDIC-R.

B. The Settling D&O Defendants' Releases.

Effective simultaneously with the release granted in Section III.A. above, the Settling D&O Defendants, on behalf of themselves individually, and their respective heirs, executors, trustees, administrators, agents, representatives, attorneys, successors, and assigns, hereby release and discharge:

1. 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 performance, nonperformance, or manner of performance of the Settling D&O Defendants' respective functions, duties and actions as officers and/or directors of the Bank including without limitation the causes of action alleged or that could have been alleged in the D&O Action and/or the Interpleader Action.

2. The Insurers, and their respective parents, subsidiaries, affiliates, managing agents, reinsurers, employees, officers, directors, agents, representatives, claims managers, 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: (a) the Policies; (b) the D&O Action; (c) the Interpleader Action; (d) the facts, circumstances, situations, transactions and/or events underlying the D&O Action and/or the Interpleader Action; (e) any claims for coverage arising from the D&O Action or facts, circumstances, situations, transactions and/or events underlying the D&O Action; (f) the performance, non-performance or manner of performance of any functions, duties or actions as directors, officers or employees of the Bank by any person insured by the Policies, including the Settling D&O Defendants; and (g) any claims for misrepresentations, fraud, indemnity, contribution, breach of contract, bad faith, breach of duty, negligence or damages of any kind whatsoever arising out of or related to the Policies, the D&O Action, the Interpleader Action, or

the facts, circumstances, situations, transactions and/or events underlying the D&O Action and/or the Interpleader Action. Provided, however, this release does not apply to the obligation of XL to pay defense expenses reasonably incurred by the Settling D&O Defendants through the date of dismissal of the D&O Action which have not yet been reviewed, processed and paid by the Insurers or through the Interpleader Action.

3. Each of the other Settling D&O Defendants and all other persons and entities who are Insureds under the Policies from all contribution, apportionment and indemnity rights, claims and causes of action arising out of or relating to the causes of action that were asserted or could have been asserted in the D&O Action and/or the Interpleader Action.

C. The Insurers' Releases.

Effective simultaneously with the releases granted in Section III.A. above, the Insurers, for themselves and their successors and assigns, and on behalf of their parents, subsidiaries, affiliates and reinsurers, and their successors and assigns, hereby release and discharge:

1. The FDIC-R, and its employees, officers, directors, agents, 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: (a) the Policies; (b) the D&O Action; (c) the Interpleader Action; and (d) the facts, circumstances, situations, transactions and/or events underlying the D&O Action and/or the Interpleader Action.

2. The Settling D&O Defendants and their respective heirs, executors, trustees, administrators, agents, 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: (a) the Policies; (b) the D&O Action; (c) the Interpleader Action; and (d) the facts, circumstances, situations, transactions and/or events underlying the D&O Action and/or the Interpleader Action.

D. Exceptions from Releases by 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 D&O Defendants, the Insurers 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 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: Waiver of Dividends and Proceeds from Litigation**

To the extent, if any, that any of the Settling D&O Defendants or the Insurers are or were shareholders of the Bank or its holding company and by virtue thereof are or may be entitled to a dividend, payment, or other distribution upon resolution of the receivership of the Bank or proceeds in any litigation that has been or could be brought against the Federal Deposit Insurance Corporation in any capacity or against the United States based on or arising out of, in whole or in part, the closing of the Bank, or any alleged acts or omissions by the Federal Deposit Insurance Corporation in any capacity, the United States government, or any agency or department of the United States government in connection with the Bank, its conservatorship, or receivership, the Settling D&O Defendants and the Insurers hereby knowingly assign to the FDIC-R any and all rights, titles, and interest in and to any and all such dividends, payments, or other distributions, or proceeds.

#### **SECTION V: 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. Each Settling D&O Defendant has submitted financial information to the FDIC-R including financial statements and herein affirms that his/her financial information is true and accurate as of the date of this agreement. Each Settling D&O 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 D&O Defendants. 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 a Settling D&O Defendant failed to disclose, any material interest, legal, equitable, or beneficial, in any asset, that Settling D&O 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 D&O Defendant's undisclosed material interest in such asset(s); or (2) the amount of unpaid damages alleged against that Settling D&O Defendant.

#### **SECTION VI: Reasonable Cooperation**

A. 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 D&O Action, the Interpleader Action, and to otherwise perform the terms of this Agreement.

#### **SECTION VII: 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. Execution in 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.

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 Commonwealth of Puerto Rico.

D. Notices. Any notices required hereunder shall be sent by registered mail, first class, return receipt requested, and by email, to the following:

If to the FDIC-R:

(b)(6) John V. Church  
Counsel, Federal Deposit Insurance Corporation  
3501 Fairfax Dr., B-7056  
Arlington, VA 22226

[Redacted]

and

(b)(6) Steven L. Hoard  
MULLIN HOARD & BROWN, LLP  
500 S. Taylor, Suite 800  
P.O. Box 31656  
Amarillo, TX 79120-1656

[Redacted]

and

(b)(6) Jairo A. Mellado-Villareal  
MELLADO & MELLADO VILLAREAL  
165 Ponce de Leon Ave., Ste. 202  
San Juan, PR 00917-1233

[Redacted]

If to the Settling D&O Defendants:

(b)(6) Andrés Rivero  
Paula Aguila  
RIVERO MESTRE LLP  
2525 Ponce de Leon Boulevard  
Suite 1000  
Miami, Florida 33134

[Redacted]

and

(b)(6) Luis Sanchez Betances  
SIFRE & MUNOZ-NOYA, PSC  
33 Bolivia St., 5th flr  
P.O. Box 364428  
San Juan, PR 00936-4428

[Redacted]

If to Liberty:

(b)(6)

Mariel Haack  
ADSUAR MUNIZ GOYCO SEDA & PEREZ-OCHOA, P.S.C.  
208 Ponce de León Ave., Suite 1600  
San Juan, PR 00918

[Redacted]

If to ACE:

(b)(6)

Michael Goodstein  
BAILEY CAVALIERI, LLC  
10 W. Broad St., Ste 2100  
Columbus, OH 43215

[Redacted]

If to XL:

(b)(6)

Leslie S. Ahari  
Jack Gerstein  
CLYDE & CO US LLP  
1775 Pennsylvania Ave., NW, Suite 400  
Washington, DC 20006

[Redacted]

E. Entire Agreement and Amendments. This Agreement 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 have caused this Agreement to be executed by each of them or their duly authorized representatives on the dates hereinafter subscribed.

(b)(6)

**FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR EUROBANK**

Date: 9/19/2019

BY:

PRINT NAME: JOHN V. Church

TITLE: Counsel, FDIC

**RAFAEL ARRILLAGA-TORRÉNS, JR.**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WILLIAM TORRES-TORRES**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LUIS HERNÁNDEZ-SANTANA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RICARDO LEVY-ECHEANDÍA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ANTONIO PAVÍA-BIBILONI**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR EUROBANK**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RAFAEL ARRILLAGA-TORRÉNS, JR.**

Date: 9/16/2019

BY: 

PRINT NAME: RAFAEL ARRILLAGA TORRENS JR

TITLE: \_\_\_\_\_

(b)(6)

**WILLIAM TORRES-TORRES**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LUIS HERNÁNDEZ-SANTANA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WILLIAM TORRES-TORRES**

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

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)

**LUIS HERNÁNDEZ-SANTANA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RICARDO LEVY-ECHEANDÍA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ANTONIO PAVÍA-BIBILONI**

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

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PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RAFAEL ARRILLAGA-TORRÉNS, JR.**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WILLIAM TORRES-TORRES**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LUIS HERNÁNDEZ-SANTANA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RICARDO LEVY-ECHEANDÍA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ANTONIO PAVÍA-BIBILONI**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)



(b)(6)

**LUIS HERNÁNDEZ-SANTANA**

Date:

BY:

PRINT

NAME:

TITLE:

[Redacted]

**RICARDO LEVY-ECHEANDÍA**

Date: *Sep 18, 2019*

BY:

PRINT

NAME:

TITLE:

(b)(6)

**ANTONIO PAVÍA-BIBILONI**

Date:

BY:

PRINT

NAME:

TITLE:

(b)(6)

[Redacted]

**PEDRO FELICIANO-BENÍTEZ**

Date:

BY:

PRINT

NAME:

TITLE:

**JUAN GÓMEZ-CUÉRARA**

Date:

BY:

PRINT

NAME:

TITLE:

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

Date:

BY:

PRINT

NAME:

TITLE:

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

Date:

BY:

PRINT

NAME:

TITLE:



**FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR EUROBANK**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RAFAEL ARRILLAGA-TORRÉNS, JR.**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**WILLIAM TORRES-TORRES**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LUIS HERNÁNDEZ-SANTANA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RICARDO LEVY-ECHEANDÍA**

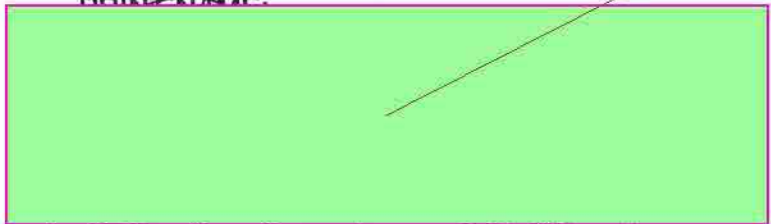
Date: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

**ANTONIO PAVÍA-BIBILONI**

Date: 8/28/19



PRINT NAME: Antonio R. Pavía

(b)(6)

**PEDRO FELICIANO-BENÍTEZ**

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

BY: 

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUAN GÓMEZ-CUÉRARA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PEDRO FELICIANO-BENÍTEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUAN GÓMEZ-CUÉRARA**

Date: 22-SEP-2019

BY: JUAN GOMEZ-CUERARA AGUIRRE



(b)(6)

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GUILTERMO PLACIDO GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

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

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PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**PEDRO FELICIANO-BENÍTEZ**

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

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PRINT NAME: \_\_\_\_\_

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**JUAN GÓMEZ-CUÉRARA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: [REDACTED]

PRINT NAME: *María E. González*

TITLE: \_\_\_\_\_

(b)(6)

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

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

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**PEDRO FELICIANO-BENÍTEZ**

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**JUAN GÓMEZ-CUÉRARA**

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

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**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

Date: 10/2/2014

BY: \_\_\_\_\_

PRINT NAME: Guillermo Gonzalez

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

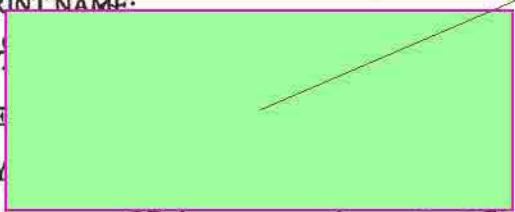
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TITLE: \_\_\_\_\_

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**PEDRO FELICIANO-BENÍTEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUAN GÓMEZ-CUÉRARA**

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

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PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY:

PRINT NAME: Alberto Gonzalez

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**PEDRO FELICIANO-BENÍTEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUAN GÓMEZ-CUÉRARA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**MARÍA EUGENIA GONZÁLEZ MUÑOZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**GUILLERMO PLACIDO GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ALBERTO LUIS GONZALEZ GONZALEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DIANA LOPEZ-FELICIANO**

Date: 9/17/2019

BY: 

PRINT NAME: DIANA LOPEZ-FELICIANO

TITLE: DEFENDANT

(b)(6)

**NORA LÓPEZ-RODRÍGUEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)

**THE HERNÁNDEZ-LÓPEZ CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)

**LORDES ARCE-RIVERA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE LEVY-ARCE CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUDITH VIDAL-GÓMEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE PAVIA-VIDAL CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



**ALBERTO LUIS GONZALEZ GONZALEZ**

Date: BY:

PRINT  
NAME:  
TITLE:

**DIANA LOPEZ-FELICIANO**

Date: BY:

PRINT  
NAME:  
TITLE:

**NORA LÓPEZ-RODRÍGUEZ**

Date: BY:

PRINT  
NAME:  
TITLE:

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(b)(6)

[Redacted]

(b)(6)

**THE HERNÁNDEZ-LÓPEZ CONJUGAL PARTNERSHIP**

Date: BY:

PRINT  
NAME:  
TITLE:

[Redacted]

**LORDES ARCE-RIVERA**

Date: *Sept. 18, 2019* BY:

PRINT  
NAME:  
TITLE:

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[Redacted]

[Redacted]

(b)(6)

**THE LEVY-ARCE CONJUGAL PARTNERSHIP**

Date: *Sept. 18, 2019* BY:

PRINT  
NAME:  
TITLE:

**JUDITH VIDAL-GÓMEZ**

Date: BY:

PRINT  
NAME:  
TITLE:

**DIANA LOPEZ-FELICIANO**

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

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NORA LÓPEZ-RODRÍGUEZ**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE HERNÁNDEZ-LÓPEZ CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LORDES ARCE-RIVERA**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE LEVY-ARCE CONJUGAL PARTNERSHIP**

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


BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**JUDITH VIDAL-GÓMEZ**

Date: 8/28/19

BY: 

PRINT NAME: Judith Vidal-Gomez

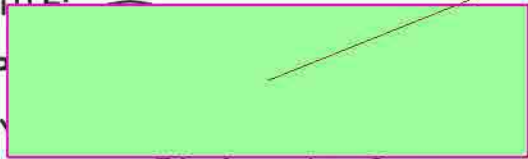
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**THE PAVIA-VIDAL CONJUGAL PARTNERSHIP**

Date: 3-28-19

TITLE: \_\_\_\_\_



BY: \_\_\_\_\_

PRINT NAME: Antonio Ruiz

TITLE: \_\_\_\_\_

**ROCIO GIL-GÓMEZ DE LIAÑO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE GOMEZ-GIL CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LIBERTY MUTUAL INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACE INSURANCE COMPANY**

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

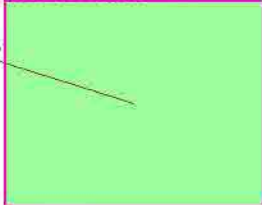
BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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**ROCIO GIL-GÓMEZ DE LIAÑO**

Date: 22-SEP-2019



BY: ROCIO GIL GOMEZ DE LIAÑO

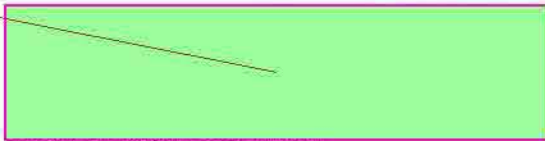
PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)

**THE GOMEZ-GIL CONJUGAL PARTNERSHIP**

Date: 22-SEP-2019



BY: JUAN GOMEZ-CUETARA & ROCIO GIL



(b)(6)

**LIBERTY MUTUAL INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACE INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**XL SPECIALTY INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ROCIO GIL-GÓMEZ DE LIAÑO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE GOMEZ-GIL CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(b)(6)

**LIBERTY MUTUAL INSURANCE COMPANY**

Date: 9/18/2019

BY: \_\_\_\_\_

PRINT NAME: Yolanda Cindron Ortiz

TITLE: Claim Supervisor

**ACE INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**XL SPECIALTY INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ROCIO GIL-GÓMEZ DE LIAÑO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE GOMEZ-GIL CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**LIBERTY MUTUAL INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACE INSURANCE COMPANY**

Date: 9/16/19

B

PRINT NAME: Roberto Valazquez

TITLE: Claims Supervisor

(b)(6)



**XL SPECIALTY INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ROCIO GIL-GÓMEZ DE LIAÑO**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**THE GOMEZ-GIL CONJUGAL PARTNERSHIP**

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

BY: \_\_\_\_\_

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**LIBERTY MUTUAL INSURANCE COMPANY**

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

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**ACE INSURANCE COMPANY**

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


BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**XL SPECIALTY INSURANCE COMPANY**

Date: 9/16/19

BY: 

PRINT NAME: Michael Morabito

TITLE: Vice President, Claims

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IN THE UNITED STATES DISTRICT COURT  
FOR DISTRICT OF PUERTO RICO

LIBERTY MUTUAL INSURANCE CO.,

Plaintiff,

v.

FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
EUROBANK, *et al.*,

Defendants

Case No. 17-1328 (WGY)

Young, D.J.<sup>1</sup>

\_\_\_\_\_, 2019

AGREED ORDER

This case is related to a director and officer liability suit brought by the Federal Deposit Insurance Corporation, as Receiver for Eurobank ("FDIC-R"), in an action pending before District Judge Pedro A. Delgado captioned *Federal Deposit Insurance Corporation as Receiver for Eurobank v. Arrillaga, et al.*, Case Number 13-1328 (PAD)(the "D&O Litigation"). In that case, the FDIC-R sued several former directors and officers of the bank, who in turn sought coverage including under a policy issued by Liberty Mutual Insurance Company ("Liberty"). Liberty filed this interpleader and deposited the remaining balance of its policy to be used for defense costs and/or any damages awarded against the insureds. Since that time, this Court has authorized several payments from the interpleaded policy funds.

<sup>1</sup> Of the District of Massachusetts, sitting by designation.



The parties have now settled the D&O Litigation and have executed the corresponding settlement agreement. The settlement contemplates that the interpleaded funds be used to fund in part the settlement payment due the FDIC. Accordingly, the parties jointly request an order directing that the remaining balance of the interpleaded funds up to the amount of \$1,620,554.00 be paid to the order of the Federal Deposit Insurance Corporation, as Receiver for Eurobank. They further agree that any remaining funds over that sum be paid to Rivero Mestre LLP.

The Court hereby GRANTS the parties' joint request (Dkt. \_\_\_) and ORDERS the Clerk of Court to pay to the order of the **Federal Deposit Insurance Corporation, as Receiver for Eurobank**, the remaining balance of interpleaded funds available for distribution up to the amount of \$1,620,554.00. The Clerk of Court is hereby authorized and directed to deliver the distribution check to the FDIC-R either by mailing it by first class mail or by hand-delivering it at the Clerk's office to the FDIC-R's attorney of record, Jairo A. Mellado-Villareal, MELLADO & MELLADO VILLAREAL, 165 Ponce de Leon Ave., Ste. 202, San Juan, PR 00917-1233. If the interpleaded funds exceed \$1,620,554.00, the Clerk of Court shall pay the remaining funds over that sum by mailing it by first class mail or by hand-delivering it at the Clerk's office to the order of **Rivero Mestre LLP**, at 2525 Ponce de Leon Boulevard, Suite 1000, Miami, Florida 33134.

**SO ORDERED.**

By the Court,

---

William G. Young  
United States District Judge

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

**FEDERAL DEPOSIT INSURANCE  
CORPORATION as Receiver for  
Eurobank,**

**Plaintiff,**

v.

**RAFAEL ARRILLAGA-TORRÉNS, JR.,  
*et al.*,**

**Defendants.**

**Case No. 13-01328**

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Plaintiff Federal Deposit Insurance Corporation, as Receiver for Eurobank, San Juan, Puerto Rico (“FDIC-R”), and Defendants Rafael Arrillaga-Torréns, Jr.; William Torres-Torres; Luis Hernández-Santana; Ricardo Levy-Echeandía; Antonio Pavía-Bibiloni; Pedro Feliciano-Benítez; Juan Gómez-Cuétara; the heirs of Plácido González-Córdoba, who are María Eugenia González Muñoz, Guillermo Placido Gonzalez Gonzalez, and Alberto Luis Gonzalez Gonzalez; and Diana Lopez-Feliciano; Nora López-Rodríguez and the Hernández-López conjugal partnership; Lourdes Arce-Rivera the Levy-Arce conjugal partnership; Judith Vidal-Gómez and the Pavia-Vidal conjugal partnership; and Rocio Gil-Gómez de Liaño and the Gomez-Gil conjugal partnership; Liberty Mutual Insurance Company (“Liberty”), ACE Insurance Company n/k/a Chubb Insurance Company of Puerto Rico (“ACE”), and XL Specialty Insurance Company (“XL”) (collectively with FDIC-R, the “Parties”), by and through their respective undersigned attorneys, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate to the

dismissal of this action with prejudice, with the Parties to each bear their own attorney's fees, costs, and expenses incurred in this action.

Dated this \_\_\_ day of \_\_\_\_\_, 2019

[signature blocks to be added]

IN THE UNITED STATES DISTRICT COURT  
FOR DISTRICT OF PUERTO RICO

Liberty Mutual Insurance Company,

Plaintiff,

v.

Federal Deposit Insurance Corporation, as Receiver for Eurobank; Rafael Arrillaga-Torrens, Jr.; William Torres-Torres; Luis Hernández-Santana, his spouse Nora López-Rodríguez, and the Hernández-López Conjugal Partnership; Ricardo Levy-Echeandía, his spouse Lourdes Arce-Rivera, and the Levy-Arce Conjugal Partnership; Antonio Pavía-Bibiloni, his spouse Judith Vidal-Gómez, and the Pavía-Vidal Conjugal Partnership; Pedro Feliciano-Benítez; Juan Gómez-Cuétara; María Eugenia González-Muñoz, Guillermo Plácido González-González, Alberto Luis González-González; Diana López-Feliciano; Rivero Mestre, LLC; and Sánchez-Betances, Sifre & Muñoz-Noya, P.S.C.

Defendants.

Case No. 17-1328 (WGY)

RE: Interpleader

**STIPULATION OF DISMISSAL WITH PREJUDICE**

TO THE HONORABLE COURT:

**COME NOW** the parties, through their respective undersigned attorneys, and respectfully state and pray as follows:

1. As informed in the Joint Motion for Disbursement of Funds filed at Docket #\_\_\_, the parties have executed a Settlement and Release Agreement documenting their agreement to fully settle and request the stipulated dismissal of this case, as well as the related professional liability suit captioned *Federal Deposit Insurance Corporation as Receiver*

**EXHIBIT "C"**

*for Eurobank v. Arrillaga, et al.*, Case Number 13-1328 (PAD).

2. As part of the aforementioned settlement, the parties jointly requested that payment of the remaining balance of interpleaded funds in this case up to the amount of \$1,620,554.00 be made to the Federal Deposit Insurance Corporation as Receiver for Eurobank, with any remaining funds over that sum to be paid to Rivero Mestre LLP. The parties agreed that after such payment was effected, they would file a Joint Stipulation of Dismissal With Prejudice of this case. The Clerk of Court has now disbursed the remaining interpleaded funds as ordered by this Honorable Court.
3. Consequently, the appearing parties, who together constitute all the parties to have appeared in this action, pursuant to Fed.R.Civ.P. 41(a)(1)(A)(ii) hereby stipulate to the dismissal of this action with prejudice, and without the imposition of costs, interest, or attorney's fees.

**WHEREFORE**, the parties respectfully pray that this Honorable Court enter judgment dismissing the Complaint with prejudice, and without imposition of costs, interest or attorney's fees.

**RESPECTFULLY SUBMITTED.**

In San Juan, Puerto Rico, on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**ADSUAR MUÑIZ GOYCO SEDA &  
PÉREZ-OCHOA, P.S.C.**  
P. O. Box 70294  
San Juan, Puerto Rico 00936-8294  
Tel.: (787) 281-1951 Fax: (787) 756-9010

s/ MARIEL Y. HAACK PIZARRO, ESQ.  
USDC-PR No. 221608

(b)(6)

[Redacted]

