

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS (“Settlement Agreement”) is entered into between the Federal Deposit Insurance Corporation (“FDIC”), solely in its capacity as receiver for Home Savings of America (“FDIC-R”), on the one hand, and Voyage Financial Group, Inc. (“Voyage”), W. Paul Ueckert (“Mr. Ueckert”), Corinthian Title Company (“Corinthian”), and Lenderlive Settlement Services, LLC (“Lenderlive”) on the other hand (each a “Party” and collectively the “Parties”).

**RECITALS**

A. On March 16, 2011, Home Savings of America (“Home Savings”), a federal savings and loan association, filed a Complaint For Damages with the Superior Court of California, County of Orange, Case Number: 30-2011-00458470, entitled, *Home Savings of America v. Voyage Financial Group, Inc. dba Voyage Home Loans, a California corporation; Paul Ueckert aka W. Paul Ueckert aka William Paul Ueckert, an individual; Elender Escrow, Inc., a California corporation; Elender Services, LLC, a California limited liability company; Russell Bisantz, an individual; Dana Wombles, an individual; Marty O’Leary, an individual; Remy Shum aka Nemy Shum, an individual; Accurate Holding Group, LLC, a California limited liability company; Bisantz Enterprises, Inc., a California corporation; Corinthian Title Company, a California corporation; and Does 1-30* (the “State Action”).

B. On or about June 13, 2011, Home Savings filed a First Amended Complaint

in the State Action, which, among other things, added Lenderlive as a Defendant (the "First Amended Complaint").

~~C. On or about February 24, 2012, the Office of the Comptroller of the~~  
Currency appointed the FDIC as receiver for Home Savings, i.e., FDIC-R. On or about March 13, 2012, pursuant to an Order of the Superior Court of California County of Orange, FDIC-R was substituted in as Plaintiff in the State Action's First Amended Complaint.

D. On March 16, 2012, FDIC-R removed the State Action from the Superior Court of California, County of Orange, to the United States District Court, Central District of California, Southern Division, which was given the case number: 8:12-cv-00390-AG-AN(x) (herein collectively with the "State Action," the "Action").

NOW THEREFORE, in consideration of the mutual promises and good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties to this Settlement Agreement hereby agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals contained in Paragraphs A through D, immediately above, are incorporated herein by this reference as if set forth in full.

2. **CONSIDERATION AND DISMISSAL:** In consideration for each and every one of the terms and conditions of this Settlement Agreement, including but not limited to the mutual Releases set forth in Paragraph 3, immediately below, FDIC-R agrees to accept the total sum of \$537,500.00 payable as follows: (a) the sum of

\$465,000.00 from Voyage and Mr. Ueckert; (b) the sum of \$50,000.00 from Corinthian; and (c) the sum of \$22,500.00 from Lenderlive. All such payments shall be made by direct wire transfer in accordance with the wire instructions below within 30 days of the full execution of this Settlement Agreement. Counsel for FDIC-R is hereby authorized and agrees to file a dismissal, with prejudice, as to the other Parties within five (5) days of the receipt of the total sum of \$537,500.00. Any Party who fails to timely make any required payment under this paragraph shall additionally owe interest on the unpaid portion at a rate of five percent per annum.

**Wire Instructions**

**BANK:** Federal Home Loan Bank of New York

(b)(4)

**ROUTING #:**

**FOR CREDIT TO:** FDIC National Liquidation Account

(b)(4)

**ACCOUNT #:**

FIN 10427; Home Savings of America, Little Falls, MN

Contact: Stuart Tonkinson; 972-761-8105; Professional Liability (37100); DIF Fund

3. **RELEASES:**

a. FDIC-R, solely in its capacity as receiver for Home Savings, hereby releases any and all claims, disputes, issues, or matters of Home Savings to which FDIC-R succeeded as receiver, whether based on contract, tort or state statute, federal statute or any other law, regulation or like legal obligation, whether based on acts, errors or omissions, whether negligent, unintentional or intentional, whether known or unknown, including, without limitation, those which arise or could have arisen out of and/or relate to the subject matter of the Action, all as of

the effective date of this Settlement Agreement, as against Portillo Consulting, LLC ("Portillo"), Mr. Ueckert, Voyage, Corinthian and Lenderlive, including their respective past or present officers, past or present directors, past or present shareholders, past or present employees, past or present managers, past or present members, past or present agents, past or present insurers, and past or present attorneys, expressly including any community property rights of any person released and the spouse of such person (collectively, the "Defendant-Side Released Parties").

b. Mr. Ueckert, Voyage, Corinthian, and Lenderlive hereby release FDIC-R, solely in its capacity as receiver for Home Savings, as well as FDIC-R's past or present managers, past or present employees, past or present attorneys, and past or present agents (collectively, the "Plaintiff-Side Released Parties") from any and all claims, disputes, issues, or matters whether based on contract, tort or state statute, federal statute or any other law, regulation or like legal obligation, whether based on acts, errors or omissions, whether negligent, unintentional or intentional, whether known or unknown, including, without limitation, those which arise or could have arisen out of and/or relate to the subject matter of the Action, all as of the effective date of this Settlement Agreement.

c. THE PARTIES SPECIFICALLY ACKNOWLEDGE THAT THEY HAVE BEEN ADVISED BY THEIR ATTORNEYS CONCERNING AND ARE FAMILIAR WITH CALIFORNIA CIVIL CODE §1542 AND

EXPRESSLY WAIVE ANY AND ALL RIGHTS UNDER BOTH (1) CALIFORNIA CIVIL CODE §1542, WHICH PROVIDES AS FOLLOWS:

**“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.”**

AND (2) ANY OTHER LIKE FEDERAL OR STATE STATUTE OR LAW OF SIMILAR EFFECT TO THE FULL EXTENT THAT THE PARTIES MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS PERTAINING TO ANY CLAIMS THAT THEY MAY HAVE CONCERNING THE OPPOSING PARTIES, INCLUDING, BUT NOT LIMITED TO, THE CLAIMS, DISPUTES, ISSUES, OR MATTERS COMPROMISED AND RELEASED HEREIN.

The Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to any claims that they may have concerning the opposing Parties, including, but not limited to, the claims, disputes, issues, or matters compromised and released herein.

d. The releases set forth in Paragraph 3 shall extend to, be for the benefit of, and bind the Parties' respective predecessors and successors in interest.

e. Notwithstanding any other provision of this Settlement Agreement and without conceding that any such claims or causes of action would otherwise be released, FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any claims, disputes, issues, or matters:

- i. Against the Defendant-Side Released Parties or any other person or entity for liability incurred as the maker, endorser or guarantor of ~~any promissory note or indebtedness payable or owed by them to~~ FDIC-R, Home Savings, other financial institutions, or any other person or entity, including without limitation any claims acquired by FDIC-R as successor in interest to Home Savings, or any person or entity other than Home Savings;
- ii. Against any person or entity not expressly released in this Settlement Agreement;
- iii. Against Thomas Leto, Joshua Harmatz, Eugene Quitasol, or any other person acting or purporting to act in the capacity as an officer or employee of FDIC-R or Home Savings. However, Thomas Leto, Joshua Harmatz and Eugene Quitasol are released herein to the extent of their affiliated capacities, if any, with Voyage, Corinthian and/or Lenderlive.

f. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition, or any other administrative enforcement action which may arise by operation of law, rule or regulation.

g. Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the Parties' rights to bring a claim for breach of this Settlement Agreement.

4. **NO PRIOR ASSIGNMENTS OF CLAIMS/DISPUTES:** Each of the Parties hereby warrants and represents to the other Parties that he, she or it is the sole owner of the claims, disputes, issues, or matters which are the subject of this Settlement Agreement, and that they have not heretofore sold, assigned, granted, transferred, conveyed or encumbered or purported to sell, assign, grant, transfer, convey or encumber to any person or entity the claims, disputes, issues, or matters being compromised and released hereby and that each Party believes he, she or it owns the claims, disputes, issues, or matters which he, she or it is releasing in this Settlement Agreement.

5. **NO ADMISSION OF LIABILITY:** The execution of this Settlement Agreement affects the claims set forth in the Action, all of which are contested and denied. This Settlement Agreement is a compromise and is not, and should not be construed as, an admission by any Party hereto of any liability of any kind to the other party for any purpose. All of the Parties acknowledge that all of the other Parties expressly deny that he or she or it is in any way liable or obligated to any of the other Parties.

6. **ENTIRE AGREEMENT:** This Settlement Agreement contains the entire understanding of the Parties as to the matters set forth herein, and there are no

representations, covenants or undertakings other than those expressly set forth herein. Each of the Parties acknowledges that no other Party or any agent or attorney of any other Party has made any promise, representation or warranty whatever, expressed or implied or statutory, not contained herein, to induce him, her or it to execute this Settlement Agreement, and he, she or it acknowledges that he, she or it has not executed this Settlement Agreement in reliance on any such promise, representation or warranty not specifically contained herein.

7. **CONSTRUCTION:** This Settlement Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. This Settlement Agreement is to be deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties by reason of who prepared the Settlement Agreement, but rather according to the other rules of interpretation of contracts, if any such uncertainty or ambiguity exists.

8. **COOPERATION:** All Parties agree to cooperate fully and to execute any and all additional or supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and provisions of this Settlement Agreement and which are not inconsistent therewith.

9. **INTEGRATION:** This Settlement Agreement is an integrated document, and is intended by the Parties as the final expression of their Settlement Agreement regarding the claims, disputes, issues, or matters compromised and released herein and as



a complete and exclusive statement of the terms and provisions thereof. Nothing other than this Settlement Agreement shall be relevant or admissible to interpret, supplement or vary any of the terms and provisions set forth herein. All prior discussions, agreements and negotiations are hereby superseded by and merged and incorporated into this Settlement Agreement.

10. **MODIFICATIONS AND WAIVERS IN WRITING:** No breach of this Settlement Agreement or any provision herein can be waived except by an express written waiver signed by all Parties to this Settlement Agreement. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Settlement Agreement. Any modifications, alterations or changes to this Settlement Agreement must be in writing, signed by all Parties to this Settlement Agreement and approved in writing by their respective attorneys, if any.

11. **SEVERABILITY OF TERMS AND PROVISIONS:** If any term, provision, covenant, or condition of this Settlement Agreement is held by a final Judgment of a Court of competent jurisdiction or other lawful authority to be invalid, void, or unenforceable: (A) the remainder of the terms, provisions, covenants and restrictions of this Settlement Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated; and (B) to the fullest extent possible, the provisions of this Settlement Agreement (including, without limitations, all provisions held to be invalid, illegal or unenforceable that are not themselves invalid, illegal or

unenforceable) shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

12. **EXECUTION IN COUNTERPARTS:** This Settlement Agreement may be executed in any number of counterparts and by the Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of an executed counterpart of a signature page to this Settlement Agreement by facsimile or email shall be as effective as delivery of a manually executed counterpart of this Settlement Agreement. The Parties agree that facsimile and email transmitted signatures shall be accepted as original signatures with respect to this Settlement Agreement.

13. **HEADINGS:** The section headings of this Settlement Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

14. **EFFECTIVE DATE:** This Settlement Agreement shall become effective immediately upon the execution by all Parties to this Settlement Agreement.

15. **BENEFIT OF COUNSEL:** The Parties acknowledge, represent to the other Parties and agree that they are executing this Settlement Agreement after having received, from independent legal counsel of their own choosing, legal advice as to their rights hereunder and the legal effect thereof, or, having the opportunity to seek such advice, have declined to do so.

16. **ATTORNEYS' FEES:** The Parties hereto agree and acknowledge that

they each shall bear their own attorneys' fees and costs in connection with the Action and the execution of this Settlement Agreement. However, in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Settlement Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to an award of reasonable attorneys' fees and costs.

17. **AUTHORITY:** Each Party represents and warrants that it has the authority to enter into and execute this Settlement Agreement as its binding and legal obligation.

IN WITNESS WHEREOF, this Settlement Agreement is executed on the date set forth next to each person's signature as follows.

**READ CAREFULLY BEFORE SIGNING**

FEDERAL DEPOSIT INSURANCE CORPORATION,  
SOLELY IN ITS CAPACITY AS RECEIVER FOR  
HOME SAVINGS OF AMERICA

(b)(6)   
Name: J. S. Tonkinson  
Title: Counsel

Dated: January 24, 2013

(b)(6)   
W. PAUL UECKERT  
W. PAUL UECKERT

Dated: 1/18/13

VOYAGE FINANCIAL GROUP, INC.

(b)(6)



Dated: 1/18/13

Name: W. Paul Wecker  
Title: President

CORINTHIAN TITLE COMPANY

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LENDERLIVE SETTLEMENT SERVICES, LLC

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

VOYAGE FINANCIAL GROUP, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

CORINTHIAN TITLE COMPANY

(b)(6)

\_\_\_\_\_

Name: Larry Vint  
Title: CTO

Dated: 1/23/2013

LENDERLIVE SETTLEMENT SERVICES, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

VOYAGE FINANCIAL GROUP, INC.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

CORINTHIAN TITLE COMPANY

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

LENDERLIVE SETTLEMENT SERVICES, LLC

(b)(6)

\_\_\_\_\_  
Name: JOE MOWERY  
Title: PRESIDENT

Dated: 2.1.13