

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into and made effective as of the 30 day of March 2012 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC-R") and CENTRAL ESCROW, INC. ("CENTRAL ESCROW"). The FDIC-R and CENTRAL ESCROW may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. RECITALS

1.1 On or about July 7, 2011, the FDIC-R filed a lawsuit entitled FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B. v. CENTRAL ESCROW, INC., a California corporation, United States District Court for the Central District of California Case No. LACV11-5607-R (PJWx) (hereinafter "Action"). The FDIC-R sought damages from CENTRAL ESCROW arising out of a mortgage loan IndyMac Bank, F.S.B. ("IndyMac") made to Shunlun Piao ("Loan"). The Complaint included a claims for breach of contract, professional negligence and negligence per se. In its answer, CENTRAL ESCROW denied it was liable to the FDIC-R for damages.

1.2 The Parties desire and have agreed to settle all claims between the FDIC-R and CENTRAL ESCROW relating the Loan. By entering into this Settlement Agreement, the parties are not admitting the allegations as set forth in the Complaint.

2. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties, intending to be legally bound, agree as follows:

2.1 Recitals. The Recitals set forth above are incorporated into the body of this Settlement Agreement as though fully set forth herein.

2.2 Payment to the FDIC. Payment of Sixty Thousand Dollars and no/cents (\$60,000.00) (the "Settlement Funds") shall be paid on behalf of CENTRAL ESCROW to the FDIC-R. The initial payment (the "Initial Payment") shall be for **Ten Thousand Dollars and no/cents (\$10,000.00) and shall be paid on or before April 2, 2012.** CENTRAL ESCROW shall deliver the Initial Payment, and all payments to the FDIC-R c/o Mortgage Recovery Law Group, LLP via wire transfer to: **Mortgage Recovery Law Group Trust Account, Account Number** **Routing Number** **Reference: Central Escrow Settlement. Then, CENTRAL ESCROW shall make payments on the first of each month as follows:**

a. May 1, 2012 - \$10,000.00;

- b. **June 1, 2012 - \$10,000.00;**
- c. **July 2, 2012 - \$10,000.00;**
- d. **August 1, 2012 - \$10,000.00;**
- e. **September 4, 2012 - \$10,000.00.**

2.3 Concurrently with the signing and delivery of this Settlement Agreement, CENTRAL ESCROW shall execute a Stipulation for Entry of Judgment to be in the amount of \$200,000, against CENTRAL ESCROW in the form attached hereto as Exhibit 1. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached to the Stipulation as Exhibit A. Both the Stipulation and Judgment are incorporated by reference herein and their terms are made a part of this Settlement Agreement. The Stipulation and Judgment shall be held in trust by the FDIC-R's attorneys of record and shall not be filed unless CENTRAL ESCROW breaches paragraph 2.2 above and fails to timely cure said breach after receiving written notice of default as provided in paragraph 2.4 below. The Judgment (Pursuant to Stipulation) shall not be entered so long as CENTRAL ESCROW performs under the terms of this Settlement Agreement with respect to making the Payments required by paragraph 2.2 above. In addition, within ten (10) business days of the signing and delivery of this Settlement Agreement, the FDIC-R shall file with the Court a Notice of Settlement and request that all currently scheduled dates be continued until after September 4, 2012.

2.4 In the event CENTRAL ESCROW defaults by failing to make a timely payment to the FDIC-R as set forth in paragraph 2.2 above, the FDIC-R shall give written notice of the default and notice of its intent to enter Judgment (Pursuant to Stipulation) to CENTRAL ESCROW via e-mail and overnight mail to their attorneys of record as follows: Barry G. Florence, Esq., 3435 Wilshire Blvd., Suite 2000, Los Angeles, CA 90010; telephone (b)(4),(b)(6) facsimile (b)(4),(b)(6) e-mail (b)(4),(b)(6). (b)(4),(b)(6) CENTRAL ESCROW shall have ten (10) business days after written notice of default is sent to Mr. Florence to cure the default. If CENTRAL ESCROW fails to cure the default within ten (10) business days, the FDIC-R shall cause Judgment (Pursuant to Stipulation) to be entered as set forth in Paragraph 2.3 above.

2.5 Within ten (10) business days of the FDIC-R's receipt of the Final Payment as set forth in paragraph 2.2, the FDIC's counsel shall file a request for dismissal of the entire Action with prejudice.

2.6 Each Party agrees that Section 664.6 of the *Code of Civil Procedure* of the State of California shall apply to this Settlement Agreement and requests that the court retain jurisdiction over the Parties to enforce this Settlement Agreement and, if necessary, the Judgment (Pursuant to Stipulation).

2.7 The Parties shall bear their own costs and attorneys' fees incurred in the Action.

3. RELEASE

3.1 **Known and Unknown Claims.** The FDIC-R and CENTRAL ESCROW acknowledge and agree that the release they give to each other upon executing this Settlement Agreement applies to all claims for injuries, damages, or losses of any type or nature (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) arising from or in conjunction with or related to the facts and circumstances giving rise to the Action.

3.2 The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the Action. The Parties certify that they have read and understood the following provisions of *California Civil Code §1542* which states in pertinent part 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.

3.3 The Parties understand and acknowledge that the significance and consequence of its waiver of *California Civil Code §1542* is that even if either Party should eventually suffer additional damages arising from or in conjunction with the Action or any facts or circumstances related to the Action, that Party will not be able to make any claim against any other Party for those damages. Furthermore, each Party acknowledges that they consciously intend these consequences even as to claims for damages that may exist as of the date of this release relating to the Action, but which that Party does not know exists, and which, if known, would materially affect that Party's decision to execute this release, regardless of whether that Party's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

3.4 Except for the rights, duties, and obligations set forth in this Settlement Agreement, the Parties each hereby fully, finally, and forever release and discharge the other Parties, and any and all of its respective, employees, brokers, investors, members, partners, joint venturers, independent contractors, attorneys, accountants, insurers, agents, investors, representatives, officers, directors, and any corporation, partnership or limited liability company which was or is at any time the parent or wholly owned subsidiary of such entity, and any such corporation's, partnership's or limited liability company's officers, directors, employees and/or agents, or any corporation, partnership or limited liability company which was or is an affiliate of such entity by virtue of common ownership or control, and any such corporation's, partnership's or limited liability company's, officers, directors, employees and/or agents of and from any and all actions, causes of action, claims, demands, damages, debts, losses, costs, expenses, attorney fees

or other liabilities of every kind and nature whatsoever, whether legal or equitable and whether known or unknown, arising out of, resulting from, or relating to, in any manner, to any damages, loss, or liability arising from, in conjunction with, or related to the Action or any facts or circumstances related to the Action.

3.5 Notwithstanding any other provision of this Settlement Agreement, the 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 against CENTRAL ESCROW arising out of existing or failed financial institutions other than IndyMac. The FDIC-R represents that it retains the rights to pursue any claims arising out of or related to the Loan except as to CENTRAL ESCROW.

3.6 Notwithstanding any other provision, by this Settlement Agreement, the FDIC-R does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed, any action taken by any other federal agency. In addition, this Settlement Agreement does not purport to waive, or intend to waive, any claims which could be brought by the United States through either the Department of Justice or the United States Attorney's Office in any federal judicial district. In addition, the FDIC-R specifically reserves the right to seek court ordered restitution pursuant to the relevant provisions of the Victim and Witness Protection Act, 18 U.S.C. § 3663, *et seq.*, if appropriate, subject to an offset, in favor of CENTRAL ESCROW only, for any Settlement Payment described in Paragraph 2.2 above.

4. MISCELLANEOUS

4.1 Conditions of Execution. Each Party acknowledges and warrants that its execution of this Settlement Agreement is free and voluntary.

4.2 No Admission. It is agreed that no Party hereto admits liability or wrongdoing of any nature, and that this Settlement Agreement is made as a compromise of disputed claims.

4.3 Fair Meaning. The Parties hereto further agree that the language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties

4.4 Governing Law. The Parties agree to submit to the Courts of the City and County of Los Angeles, California, for any dispute arising out of this Settlement Agreement, or related thereto, and consent to the jurisdiction of said Courts and further agree that any and all matters of dispute shall be adjudicated, governed and controlled under California law.

4.5 Attorneys Fees and Costs. Should any action be commenced to enforce, interpret, or seek damages, injunctive relief, or specific performance for violation of this Settlement Agreement, the prevailing party shall, in addition to any other available relief, be entitled to an award of reasonable attorney's fees and litigation expenses incurred in the prosecution or defense of the action, including any appeal.

4.6 Severability. The Parties hereto agree that if any provision of this Settlement Agreement is declared by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and such illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.

4.7 Binding Effect. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

4.8 Review and Understanding. The Parties have entered into this Settlement Agreement voluntarily, having fully read and fully understood the meaning and effect of all of its terms and provisions, and fully understanding its and their costs and risks. Each of the Parties has consulted with legal counsel concerning this Settlement Agreement and has conducted such inquiry as they deem necessary and advisable prior to entering into this Settlement Agreement. The Parties enter into this Settlement Agreement understanding that facts or other circumstances may exist which are presently unknown or undisclosed, or which are different from or other than those which they believe to be the case, and the Parties voluntarily assume all risks attendant to such unknown, undisclosed, different, or additional facts or other circumstances.

4.9 Number. Whenever applicable, the singular shall include the plural, and the plural shall include the singular.

4.10 Counterparts/Execution. This Settlement Agreement may be executed in one or more counterparts, all of which shall form a single agreement. A Party's signature on this Settlement Agreement by facsimile or e-mail shall be valid and effective for all purposes as an original signature, provided, however, that the original signature shall be produced upon request.

4.11 Waiver. No term or condition of this Settlement Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Settlement Agreement, except by written instruments signed by the Party charged with the waiver or estoppel. No written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived.

4.12 Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Settlement Agreement.

4.13 Subsequent Agreements. The Parties agree that, upon the reasonable request of the other Party, they shall execute, acknowledge, and deliver any additional instruments or documents that may reasonably be required to carry out the intentions of this Settlement Agreement, including such instruments as may be required by the laws of

any jurisdiction, now in effect or hereinafter enacted, that may affect the rights of the Parties as between themselves or others with respect to their rights and obligations created by this Settlement Agreement.

4.14 Entire Agreement. The Parties hereto further agree and promise that this Settlement Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior negotiations, agreements or understandings made between or among the Parties. This Settlement Agreement shall not be modified except in a writing signed by the Parties or their authorized representatives.

4.15 Counterparts and Delivery by Facsimile or Email This Agreement may be executed in counterparts, each of which when so executed and delivered shall be an original, but both such counterparts shall together constitute one and the same document. The Parties shall be authorized to rely upon the signatures of each person and entity who are signatories to this Agreement which signatures are delivered by facsimile or electronic mail as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity; provided, however, that whoever delivers such facsimile or electronic email signatures to another Party to this Agreement, covenants and agrees that it shall deliver an executed original of the same to the other Parties so receiving the previous facsimile or electronic mail signature within five (5) business days after the delivery of such electronic mail signature.

4.16 No Conflicting Interest; No Assignment. Each of the Parties unconditionally and irrevocably represents, warrants and covenants that: it owns and controls the claims released by this Agreement, none of the claims released by this Agreement have been assigned to any other person or entity, and no other person or entity has any interest in the claims released by this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: April ____, 2012
APPROVED AS TO FORM

LAW OFFICES OF BARRY G. FLORENCE

By: _____
Barry G. Florence
Attorney for Defendant CENTRAL ESCROW, INC.

DATED: April __, 2012

CENTRAL ESCROW, INC.

By: _____
Signature

Type/Print Name and Title

DATED: April __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: _____
Paul Levin
Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April 1, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By: _____ (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

DATED: April __, 2012

CENTRAL ESCROW, INC.

By: _____
Signature

Type/Print Name and Title

DATED: April 2, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By: (b)(6)

Paul Levin
Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April 1, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By: (b)(6)
Signature

Richard S. Gill, Counsel
Type/Print Name and Title

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Settlement Agreement as of the date set forth in the opening paragraph of this Settlement Agreement.

DATED: March 30, 2012
April 2012
APPROVED AS TO FORM

LAW OFFICES OF BARRY G. FLORENCE

(b)(6)

Barry G. Florence
Attorney for Defendant CENTRAL ESCROW, INC.

DATED: April 30, 2012
April __, 2012

CENTRAL ESCROW, INC.

By:

[Redacted Signature]

(b)(6)

ALICE TSANG

Type/Print Name and Title

DATED: April __, 2012
APPROVED AS TO FORM

MORTGAGE RECOVERY LAW GROUP LLP

By:

Paul Levin

Attorneys for Plaintiff FEDERAL DEPOSIT
INSURANCE CORPORATION, as Receiver for
INDYMAC BANK, F.S.B.

DATED: April __, 2012

FEDERAL DEPOSIT INSURANCE
CORPORATION, as Receiver for INDYMAC
BANK, F.S.B.

By:

Signature

Type/Print Name and Title