

R11/11/10

LIMS Nr [redacted]
DIF/Mortgage Fraud

ENTERED
11/7/10

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

(b)(2)

This Agreement is made and entered into on the latest date of any signature below between the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver of INDYMAC FEDERAL BANK, F.S.B. (hereinafter referred to as "FDIC"), and RICHARD DINTINO and HUI TI aka HUI TI CHIANG aka CHIANG HUI TI (hereinafter collectively the "DINTINOS") and is made with reference to the following facts:

WHEREAS, a dispute has existed between FDIC and the Dintinos;

WHEREAS, on September 5, 2003, Indymac Bank filed an action against Richard Dintino alleging causes of action for: (1) breach of contract; (2) money lent; and (3) unjust enrichment. San Diego Superior Court, Case No. GIC817333. The Court granted judgment against Richard Dintino, which was modified following the Decision of the Court of Appeal, Fourth Appellate District (hereinafter the "San Diego Judgment");

WHEREAS, FDIC filed an action against the Dintinos entitled *Federal Deposit Insurance Corporation vs. Richard Dintino, et al.*, Contra Costa County Superior Court, Case No. C08-00669 (hereinafter the "Subject Civil Action"); and

WHEREAS, FDIC and the Dintinos desire to compromise, terminate and settle the Subject Civil Action and the San Diego Judgment as between themselves and settle all claims and demands of any nature whatsoever that the parties may have against each other, and each of them, relating in any way to all claims, actions, causes of action, demands, liens, rights, damages, costs, loss of services, expenses or fees, including, but not limited to, those that arise out of or are in any way related to the claims made by each of the parties in the Subject Civil Action.

NOW THEREFORE, in consideration of the mutual covenants herein contained and concurrently with the execution hereof, the parties hereto, agree as follows:

1. The recitals set forth above are incorporated herein, hereat, verbatim as though set forth in full.
2. The Dintinos shall pay to FDIC the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000.00), payable to Snipper, Wainer & Markoff in Trust for FDIC within five (5) days of execution of this Agreement.
3. Each party to this Agreement shall bear all its costs, expenses and attorney's fees incurred in connection with the Subject Civil Action. No party shall have the right to seek reimbursement for any such costs, attorney's fees or expenses from any other party hereto.
4. **Mutual Release of All Claims.**
 - A. Except as set forth herein, this Agreement covers and includes all claims of every kind and nature, past, present, known and unknown, suspected or unsuspected, which the parties hereto may have against each other, related to or arising out of the allegations of the Complaint

in the Subject Civil Action. The parties to this Agreement further waive any and all rights or claims against each other under § 1542 of the California Civil Code, which provides:

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.

Each of the parties does hereby waive and relinquish all rights and benefits he, she, or it has or may have under § 1542 of the California Civil Code to the full extent that he, she, or it may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement.

B. Except for the obligations expressly provided for herein, the Dintinos hereby expressly and fully release, acquit and forever discharge the FDIC, together with FDIC's agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators of Indymac Bank (all of the foregoing persons and entities hereinafter collectively referred to as the "FDIC Releasees") of and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the FDIC Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of the San Diego Judgment, the claims in the Subject Civil Action.

C. Except for the obligations provided for herein, FDIC hereby expressly and fully release, acquit and forever discharge the Dintinos, together with the Dintinos' agents, employees, affiliates, officers, directors and shareholders, attorneys, insurance companies, servants, assigns, predecessors, successors, heirs, executors and administrators (all of the foregoing persons and entities hereinafter collectively referred to as the "Dintinos' Releasees") of and from any and all claims, debts, liabilities, liens, actions, causes of action, demands, rights, damages, costs, losses of services, expenses, attorney's fees and compensation of every nature, character and description which each party now holds or has or at any time held or may hereafter hold against the Dintinos' Releasees on account of or in any way arising out of any or all known or unknown, foreseen and unforeseen, injuries, damages, lost profits and consequences thereof resulting from or in any way arising out of the San Diego Judgment, and the claims in the Subject Civil Action.

D. Notwithstanding any other provision, by this Agreement, the FDIC does not release, and expressly preserves fully, and to the same extent as if the Agreement had not been executed, any action taken by any other federal agency. FDIC shall provide an Acknowledgment of Satisfaction of Judgment in the form attached hereto as Exhibit A to the Dintinos within ten (10) days of the payment of \$125,000.00 referenced in paragraph 2 of this Agreement. In addition, this Agreement does not purport to waive, or intent 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 for any federal judicial district.

E. Within ten (10) days of the payment referred to in paragraph 2 of this Agreement, FDIC shall dismiss the Subject Civil Action with prejudice. Each side shall bear their own attorneys' fees and costs.

F. Notwithstanding any provision in this Agreement, FDIC does not release and expressly fully preserves, to the same extent as if this Agreement had not been executed, any claim the FDIC has against the Dintinos with respect to indebtedness secured by the Dintinos by any property not referred to in this Agreement, the Subject Civil Action, or the claims underlying the San Diego Judgment.

5. This Agreement constitutes a compromise and settlement of claims which are denied and contested. Nothing in this Agreement, or any document referred to herein, nor any act (including, but not limited to, the execution of this Agreement and/or the payment of the consideration for this Agreement) of any party hereto, nor any transaction occurring between any parties hereto prior to the date hereof, is or shall be treated, construed or deemed as an admission by any party hereto of any liability, fault, validity of any claims, responsibility or guilt of any kind to any other party hereto or to any person, as to any allegation or claim in the Subject Civil Action or otherwise, for any purpose whatsoever, all such liability, fault, responsibility and guilt of any kind being expressly denied by the parties.

6. Neither this Agreement nor any provision of this Agreement can be modified or waived in any way, except by an Agreement in writing signed by each of the parties hereto, consenting to such modification or waiver.

7. FDIC warrants and represents that as to any released claim, it is the sole and absolute owner thereof, free and clear of all other rights and interests therein and has the right, ability and sole power to release such claims. Further, FDIC represents and warrants that no right, claim, cause of action, demand, or any part thereof, which either of them has against Dintino and/or Chiang has been or will be assigned, granted or transferred in any way to any other person, entity, firm or corporation, in any manner, including by subrogation.

8. All parties hereto do hereby acknowledge and agree that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement, that all such negotiations were arms length, and that they have executed this Agreement with the consent and upon the advice of said independent counsel, and not upon the advice of counsel of any other party hereto.

9. This Agreement may be pleaded as a full and complete defense to, and the parties hereby consent that it may be used as the basis for an injunction against any action, suit or other proceeding based on claims released by this Agreement.

10. Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and including the feminine and neuter, and the singular to refer to and include the plural, and vice versa. Whenever reference is made to one or more individuals or entities, it is understood that such reference shall include the individual's or entity's predecessors, decedents, ancestors, dependents, heirs, executors, administrators, assigns, successors, agents, employees, employers and counsel. This will be true regardless of whether or not such

Individuals are specifically identified or named herein, as opposed to being described as members of a group or in any other general terms.

11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signature by facsimile is acceptable, and by transmitting such facsimile signatures; the parties each represent and warrant thereby that they will promptly, upon request, transmit the original to the other party by mail, messenger or overnight courier to the other party provided, however, that failure to do so will not affect the enforceability of this Agreement.

12. This Agreement constitutes the entire Agreement between the parties hereto and the terms of this Agreement are contractual and are not mere recitals. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements have been made by or on behalf of any party except those covenants and Agreements embodied in this Agreement.

13. All questions with respect to the construction or interpretation of this Agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. This Agreement shall be deemed to have been executed in Los Angeles County, in the State of California. In the event of any dispute or claim in law or equity arising between the parties regarding this Agreement or any resulting transaction, the parties agree that venue for such action will be in the Superior Court of Contra Costa County, California.

DATED: July 17, 2009.

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



(b)(6)

Jack S. Duncan, Senior Attorney
Print Name and Title

DATED: _____, 2009

RICHARD DINTINO

Signature

DATED: _____, 2009

HUI TI aka HUI TI CHIANG
aka CHIANG HUI TI

Signature

Individuals are specifically identified or named herein, as opposed to being described as members of a group or in any other general terms.

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DATED: _____, 2009

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

Signature

Print Name and Title

DATED: 7/22/09, 2009

RICHARD DINTINO

(b)(6)

(b)(6)

DATED: 07/22, 2009

**HUI TI aka HUI TI CHIANG
aka CHIANG HUI TI**

(b)(6)