

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20841 CV-ALTONAGA/SIMONTON

FEDERAL DEPOSIT CORPORATION, as
receiver for INDYMAC BANK, FSB,



(b)(6)

Plaintiff,

-vs-

GENESIS TITLE COMPANY, LLC,
GUSTAVO E. MATA and SILVIA C.
MATA,

Defendants.

*and its officers, directors,
employees, agents
and insurers,
as well as against
any person or entity
with an indemnity
off (claim) claim
& general
Genesio*

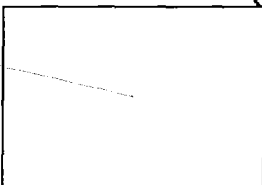
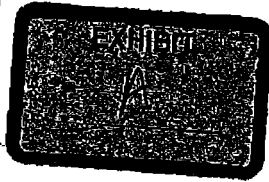
SETTLEMENT AGREEMENT

Plaintiff, FEDERAL DEPOSIT CORPORATION, as receiver for INDYMAC BANK, FSB ("Plaintiff"), and Defendants, GENESIS TITLE COMPANY, LLC ("GENESIS"), GUSTAVO E. MATA and SILVIA C. MATA ("MATAS") agree to settle the above styled cause on the following terms and conditions:

1. GENESIS shall pay to Plaintiff ONE HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$180,000.00), in full satisfaction and accord of all of Plaintiff's claims against GENESIS, known or unknown, asserted or that could have been asserted in the above styled cause or which otherwise are in any way related to the contract, circumstances and matters described in Plaintiff's pending complaint (collectively, "Plaintiff's Asserted Claims Against GENESIS"). Said sum shall be paid within thirty (30) days from the date of the Settlement Agreement ~~to ~~the~~ ~~trust~~ ~~account~~~~ and shall be payable to WELBAUM, GUERNSEY HINGSTON, GREENLEAF, GREGORY, BLACK & RUNE, LLP Trust Account. [Plaintiff's counsel to promptly furnish

*that
file with
SS*

*to be drafted
hereafter*



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GENESIS' counsel with Form W-9.]

2. Contemporaneous with said payment being made and upon clearance of funds:

(a) Plaintiff to furnish to GENESIS an unconditional general release of Plaintiff's Asserted Claims Against GENESIS. Said release shall extend to and release GENESIS' affiliates, parents, subsidiaries, officers, directors, members, managing members, employees, agents, insurers, re-insurers and attorneys as well as to its successors and assigns.

(b) Counsel for the parties shall file a joint motion requesting entry of an order dismissing with prejudice Plaintiff's complaint as to GENESIS and that Plaintiff and GENESIS shall each bear said party's own costs and attorney's fees.

3. MATAS shall pay to Plaintiff TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), in full satisfaction and accord of all of Plaintiff's claims against MATAS, known or unknown, asserted or that could have been asserted in the above styled cause or which otherwise are in any way related to the contract, circumstances and matters described in Plaintiff's pending complaint (collectively, "Plaintiff's Asserted Claims Against MATAS"). Said sum shall be paid as follows: \$5,000.00 by and not later than 3:00 p.m. on Friday, September 30, 2011 and the remaining \$5,000.00 shall be due and payable by and not later than 3:00 p.m. on Wednesday, December 21, 2011; both sums shall be payable to WELBAUM, GUERNSEY HINGSTON, GREENLEAF, GREGORY, BLACK & RUNE, LLP Trust Account. [Plaintiff's counsel to promptly furnish MATAS' counsel with Form W-9.]

4. When Plaintiff has received the entire \$10,000.00 settlement from MATAS and upon clearance of funds:

(a) Plaintiff to furnish to MATAS an unconditional general release of

Plaintiff's Asserted Claims Against MATAS. Said release shall extend to and release MATAS' affiliates, parents, subsidiaries, officers, directors, members, managing members, employees, agents, insurers, re-insurers and attorneys as well as to their successors and assigns.

(b) Counsel for the parties shall file a joint motion requesting entry of an order dismissing with prejudice Plaintiff's complaint as to MATAS and that Plaintiff and MATAS shall each bear said party's own costs and attorney's fees.

(c) Time is of the essence regarding such payment and if for any reason whatever said either of the aforementioned \$5,000.00 payments is not received by Plaintiff's counsel by and not later than the respective due day stated above (as there is no grace period whatever), Plaintiff may immediately thereafter secure (upon the filing of an affidavit of non-payment by Plaintiff's undersigned counsel - with contemporaneous copy to be sent to MATAS' undersigned counsel) by mail and without the need for a hearing, entry of an agreed final judgment for \$100,000.00 (less payment made) and, in addition, an award of a reasonable attorney's fee and costs for services rendered regarding any default that occurs after the execution of this Settlement Agreement.

2. All of the terms and conditions of this Settlement Agreement are totally confidential and neither the parties nor their undersigned attorneys shall hereafter disclose any of the terms to anyone nor shall any copy of this Settlement Agreement be filed in the above styled cause except that (i) this Settlement Agreement may be filed with the court in any action or motion to enforce the terms of this Settlement Agreement (including but not limited to any action for a future breach by any of the parties of the covenant of confidentiality); (ii) the terms of settlement may be disclosed to such accountants as are reasonably necessary incident to each party's filing required (b)(6)

(b)(6)

income tax returns and (iii) this Settlement Agreement may be produced and the terms of settlement may be disclosed if production of the Settlement Agreement and/or disclosure of its terms is compelled by court order, judicial process, or otherwise required by law.

(a) In any action or motion to enforce the terms of this Settlement Agreement (including but not limited to any action for a future breach by any of the parties of the covenant of confidentiality), the prevailing party shall be entitled to an award of reasonable attorney's fees, its costs and any damages.

3. Provisions Regarding Mediation:

(a) Each of the individuals and entities signing this Agreement acknowledges and represents to the other parties and to the Mediator that each party has read this Agreement which is voluntarily entered into and which is intended by each party to be binding and enforceable under Florida law and subject to the provisions of Local Rule 16 (dealing with mediations) of the United States District Court for the Southern District of Florida. Each person executing this Agreement in a representative capacity, i.e., for and on behalf of a corporation, a partnership, or any other entity, further represents to each of the other parties and to the Mediator that said individual is duly authorized to execute this Agreement on behalf of said corporation, partnership or other entity.

(b) The parties acknowledge (i) that this Settlement Agreement was arrived at during the mediation conference conducted by Mediator Samuel L. Heller on September 22, 2011; (ii) that although Mediator Samuel L. Heller prepared this Settlement Agreement, the Mediator performed these services as scrivener for the parties since all of the substantive provisions of this Settlement Agreement were provided to the Mediator by counsel for the parties and by the

parties and the text of this Agreement was carefully reviewed by each counsel and by each of the parties before said Agreement was signed; and (iii) that said Mediator has not offered or furnished legal advice to any of the parties or to their counsel and has acted solely in his capacity as Mediator herein.

(c) The cost of the mediation conference (including, where applicable, Mediator's services in preparation for and following the mediation conference, e.g., review of pleadings and/or mediations summaries furnished by counsel for the parties, drafting of the mediation agreement and phone discussions with counsel regarding completion of same, securing its execution by all of the parties, etc.) is to be paid as follows: one-third has been paid by Plaintiff, one-third has been paid by GENESIS and the remaining one-third has been paid by MATAS

4. This Settlement Agreement may be executed by counsel and the parties in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same document. This Settlement Agreement may also be executed by way of facsimile or E-Mail transmitted documents in lieu of original signatures and a signed copy produced by facsimile or E-Mail transmission shall be binding upon all parties as an original and fully admissible in any legal proceeding regarding this Settlement Agreement, notwithstanding the best evidence rule or any similar rule. Each of the parties and each counsel executing this Settlement Agreement further acknowledges that said party's signature and said counsel's signature that is affixed to this Settlement Agreement is a valid and effectual electronic signature, as defined by Sec. 668.003(4), Florida Statutes 2009; and that, as provided by Sec. 668.004, Florida Statutes, each of said signatures shall have the same force and effect as a written signature.

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Oliver + Moran to mutually release each other
ADIC represent that it has no power or authority to sanction or punish Genesis or its insured agents or preclude their employment in ADIC insured ports.

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DATED: September 22, 2011.

WELBAUM, GUERNSEY HINGSTON,
GREENLEAF, GREGORY, BLACK &
RUNE, LLP

Attorneys for Plaintiff
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Penthouse Suite
Coral Gables, FL 33134-3009

Telephone

Facsimile:

E-Mail

Michael J. Rune Esquire

Fla. Bar No.

FEDERAL DEPOSIT CORPORATION, *as*
receiver for INDYMAC BANK, FSB

By:

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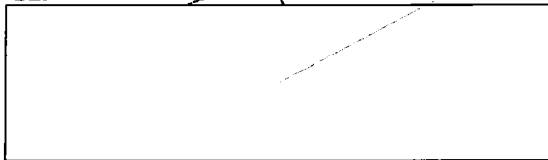
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DATED: September 22, 2011.

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GENESIS TITLE COMPANY, LLC



Telephone: [Redacted]
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E-Mail: [Redacted]

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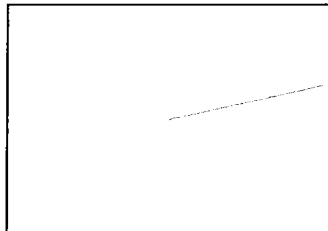
By:

Barry Jay Warsch, Esquire

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(b)(6)

TORRES & VADILLO, LLP
Attorneys for Defendants, Gustavo E. Mata
and Silvia C. Mata
11402 N.W. 41st Street - Suite 202
Doral, FL 33178



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GUSTAVO E. MATA



(b)(6)

SILVIA C. MATA

Telephone: [Redacted]
Facsimile: [Redacted]
E-Mail: [Redacted]

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By:

Gustavo A. Gutierrez, Esquire

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