

RECEIVED
R 8/25/09

LIMS Mr. [redacted] Page 111
DIF/Mortgage Fraud

ENTERED
8/25/09

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into on the date of the last signature below between the Federal Deposit Insurance Corporation as Conservator and Receiver of IndyMac Federal Bank, F.S.B. fka IndyMac Bank, FSB (hereinafter collectively referred to as "FDIC") and JUST MORTGAGE, INC. ("JMI"), ELIZABETH YUNSIL JEUNG ("JEUNG") and BRYAN CHOI ("CHOI") (collectively hereafter "DEFENDANTS") and is made with reference to the following facts:

(b)(2)

WHEREAS, a dispute resulting in a lawsuit has existed between FDIC and DEFENDANTS; and

WHEREAS, FDIC and DEFENDANTS desire to compromise, terminate and settle the civil action as between themselves and settle all claims and demands of any nature whatsoever that the parties made in the matter entitled, *FDIC, as conservator of IndyMac Federal Bank, F.S.B. fka IndyMac Bank vs. Just Mortgage, Inc., et al.*, Los Angeles Superior Court, Case No. BC384487 (hereinafter the "subject civil action"), as well as the claims and demands of any nature whatsoever that the parties may have against each other resulting from or in any way arising out of any and all subject matter relating to the loans sold by JMI to IndyMac Bank, FSB; and

WHEREAS, FDIC and DEFENDANTS have already executed a mutual settlement and release agreement (hereafter, "Mediation Settlement Agreement"), which is attached hereto as Exhibit "A" and incorporated fully herein by reference;

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

1. JMI shall pay to the FDIC the sum of Seven Hundred Thousand Dollars (\$700,000.00) payable in monthly installments as follows:

- \$25,000 on June 1, 2009
- \$25,000 on July 1, 2009

\$25,000 on August 1, 2009

\$25,000 on September 1, 2009

Beginning October 1, 2009 JMI shall pay to FDIC the sum of \$15,000.00 per month for forty (40) consecutive months with the monthly payments due on the first day of each month until the sum of \$700,000.00 has been paid in full. Payments are due on the 1st day of each month, shall be made by check or draft made payable to "Snipper Wainer & Markoff Trust Account," and sent to Maurice Wainer, Esq., 270 North Canon Drive, Penthouse, Beverly Hills, CA 90210.

2. Concurrently with the signing and delivery of this Agreement, JMI shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit "B." The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), which is attached hereto as Exhibit "C." Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Agreement. The Judgment (Pursuant to Stipulation) shall not be entered so long as JMI performs under the terms of this Agreement.

3. In the event of an uncured default by JMI failing to make a timely payment to the FDIC as set forth in this Agreement, the FDIC shall give written notice via email or fax of the default and notice of intent to enter Judgment (Pursuant to Stipulation) to JMI at: Yeroushalmil & Associates, c/o Kenneth Radidis, Esq., 3700 Wilshire Boulevard, Suite 480, Los Angeles, CA 90010, F:

(b)(4),(b)(6)

4. JMI shall have fifteen (15) calendar days from receipt of the notice of intent to enter Judgment to cure the default. If JMI fails to cure the default within fifteen (15) calendar days, the FDIC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) and enforce said Judgment against JMI less any consideration already received by the FDIC pursuant to the settlement. Judgment may be entered by *ex parte* motion.

5. JEUNG and CHOI each personally guarantee the payment of the first \$250,000.00 due from JMI on the terms reflected by the Mediation Settlement Agreement

attached hereto as Exhibit "A."

6. Concurrently with the signing and delivery of this Agreement, JEUNG and CHOI shall execute a Stipulation for Entry of Judgment in the form attached hereto as Exhibit "B," in which they agree to personally guarantee the payment of the first \$250,000 (two hundred fifty thousand dollars) due to the FDIC. The Stipulation for Entry of Judgment incorporates by reference the Judgment (Pursuant to Stipulation), attached hereto as Exhibit "C." Both the Stipulation and Judgment are incorporated by reference herein and their terms made a part of this Agreement. The Judgment (Pursuant to Stipulation) shall not be entered so long as JEUNG and CHOI perform under the terms of this Agreement with respect to the first \$250,000 (two hundred fifty thousand dollars) due to the FDIC.

7. JEUNG and CHOI agree to pay and perform in accordance with the terms of the indebtedness between the FDIC and JMI as to the first \$250,000.00 (two hundred fifty thousand dollars) owing, without requiring the FDIC to exercise, pursue or enforce any right or remedy the FDIC has against JMI. In the event of an uncured default by JMI failing to make a timely payment on the first \$250,000 (two hundred fifty thousand dollars), JEUNG and CHOI shall be jointly and severally liable for such amount in default, and the FDIC may, at its sole discretion, seek to enter Judgment (Pursuant to Stipulation) against JEUNG and CHOI up to an aggregate sum of \$250,000, less credit for any payments made by any Defendant hereunder or under Exhibit "A." The FDIC shall give written notice to JEUNG and CHOI via email or fax of the default and notice of intent to enter Judgment (Pursuant to Stipulation) at: Yeroushalmi & Associates, c/o Kenneth Ralidis, Esq., 3700 Wilshire Boulevard, Suits 480, Los Angeles, CA 90010, F:

(b)(4),(b)(6)

8. JEUNG and CHOI shall have fifteen (15) calendar days from receipt of the notice of intent to enter Judgment to cure the default. If JEUNG and CHOI fail to cure the default within fifteen (15) calendar days, the FDIC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation) in the sum of \$250,000, and enforce said Judgment against JEUNG and CHOI less any consideration already

received by the FDIC pursuant to the settlement. Judgment may be entered by *ex parte* motion. After that first \$250,000 is paid to the FDIC, by any of the DEFENDANTS, pursuant hereto and/or pursuant to Exhibit "A" hereto, all rights of the FDIC to pursue collection against JEUNG and CHOI are extinguished.

9. This Agreement, the Mediation Settlement Agreement and the Stipulation for Entry of Judgment executed by JMI, JEUNG and CHOI shall be fully and completely enforceable pursuant to Code of Civil Procedure §664.6 upon the motion of any party.

10. Each party agrees to take all actions to dismiss the subject civil action but to have the Court retain jurisdiction to enforce this Agreement.

11. The FDIC agrees to execute all documents prepared by counsel for DEFENDANTS subject to reasonable approval of counsel, which shall not be unreasonably withheld, causing the sum of \$7,098.05 to be released from the Los Angeles County Sheriff pursuant to levies made prior to execution of the Mediation Settlement Agreement.

12. The FDIC and DEFENDANTS agree that neither they nor anyone acting on their behalf, including their respective attorneys, will disclose to anyone any material information relating to the contents or terms of this Agreement, the fact of this settlement, or any matters pertaining to this settlement, including its negotiation, unless such disclosure is: (1) lawfully required by any governmental agency; (2) otherwise required by law (including legally required financial reporting or other disclosures); (3) necessary in any legal proceeding or collection effort initiated by the FDIC to recover all or any portion of the settlement funds; or (4) necessary in any legal proceeding to enforce any provision of this Agreement. The FDIC and DEFENDANTS may disclose the terms of this Agreement to their respective auditors, accountants, tax advisors, and legal counsel, but only to the extent required for professional advice from those sources and only after securing a commitment from those professionals to maintain the confidentiality of this Agreement, as required above, to the greatest extent possible considering the purpose for which the terms of the Agreement are needed by those professionals. The parties must keep confidential all documents exchanged and produced or viewed at

mediation except that these documents may be provided on a need to know basis to FDIC personnel, whom shall keep them strictly confidential within the terms and conditions of this clause.

13. 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.

14. This Agreement is made only for the benefit of the parties hereto and their valid successors and assigns, and is not intended to confer any rights or benefits whatsoever upon persons or entities who are not parties to this Agreement except as expressly provided for herein.

15. Mutual Release of all Claims:

(A) 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 loans sold by JMI to IndyMac. 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 has or may have under §1542 of the California Civil Code to the full extent that he may lawfully waive all such rights and benefits pertaining to the subject matters of this Agreement.

(B) Except for the obligations provided for herein, DEFENDANTS 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 (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 any and all subject matter relating to the loans sold by JMI to IndyMac.

(C) Except for the obligations provided for herein, FDIC hereby expressly and fully release, acquit and forever discharge DEFENDANTS, together with DEFENDANTS' 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 "JMI 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 JMI 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 any and all subject matter relating to the loans sold by JMI to IndyMac.

16. This Agreement constitutes a compromise and settlement of claims which are denied and contested and 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.

17. 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.

18. 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 or counsel of any other party hereto.

19. 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.

20. 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 spouse, 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.

21. 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.

22. 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.

23. 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 the Central District of the 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 Superior Court of Los Angeles County, California.

DATED: 7-14, 2009

FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. aka IndyMac
Bank, FSB

[Redacted Signature Box]

(b)(6)

Signature

Richard S. G. M., Counsel
Print Name and Title

DATED: _____, 2009

JUST MORTGAGE, INC.,
A California corporation

Signature

Print Name and Title

DATED: _____, 2009

ELIZABETH YUNSHI JEUNG

Signature

03/08/09

11:05AM

Snipper, Wainer & Markoff

3105506770

p.09

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.

23. 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 the Central District of the 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 Superior Court of Los Angeles County, California.

DATED: _____, 2009

FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. fka IndyMac
Bank, FSB

Signature

Print Name and Title

DATED: July 14, 2009

JUST MORTGAGE, INC.,
A California corporation

(b)(6)

(b)(6) BRYAN CHAO, PRESIDENT
Print Name and Title

DATED: July 16th, 2009

ELIZABETH YUNSIL JEUNG

(b)(6)

(b)(6)

(b)(6)

07/08/09 11:05AM

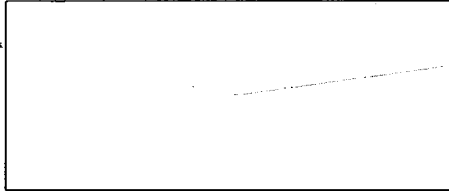
Snipper, Wainer & Markoff

3105506770

p. 10

DATED: 7/14, 2009

BRYAN CHOI



(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATE:

SNIPPER, WAINER & MARKOFF



BY:

MAURICE WAINER

Attorneys for
FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. fka IndyMac
Bank

(b)(6)

DATED: _____, 2009

LAW OFFICES OF KENNETH W.
RALIDIS



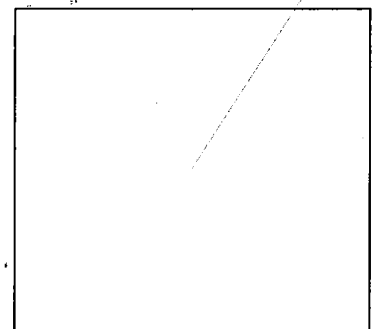
BY:

KENNETH W. RALIDIS

Attorneys for
JUST MORTGAGE, INC., ELIZABETH
YUNSI JEUNG and BRYAN CHOI

(b)(6)

(b)(6)



07/08/09 11:05AM

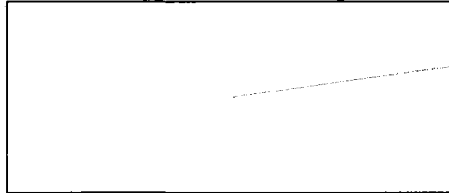
Snipper, Wainer & Markoff

3105506770

p.10

DATED: 7/14, 2009

BRYAN CHOI



(b)(6)

APPROVED AS TO FORM AND CONTENT:

DATE:

SNIPPER, WAINER & MARKOFF

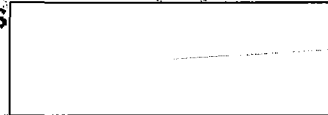
BY:

MAURICE WAINER

Attorneys for
FDIC, as Conservator and Receiver of
IndyMac Federal Bank, F.S.B. fka IndyMac
Bank

DATED: _____, 2009

LAW OFFICES OF KENNETH W.
RALDIS



(b)(6)

BY:

KENNETH W. RALDIS

Attorneys for
JUST MORTGAGE, INC. ELIZABETH
YUNSIL JEUNG and BRYAN CHOI

(b)(6)

