

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** ("Settlement Agreement") is entered into and made effective as of the 25 day of January 2011 ("Effective Date"), by and between FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B. ("FDIC") and STEPHANIE GREEN ("GREEN"). The FDIC and GREEN may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

**1. RECITALS**

**1.1** On or about October 1, 1996, INDYMAC BANK, F.S.B. ("INDYMAC") and SKYLINE FINANCIAL CORP. ("SKYLINE") entered into a business relationship governed by a Seller Contract (hereinafter "Agreement"). The Agreement was amended, supplemented or otherwise modified from time to time. The Agreement and INDYMAC's Lending Guide, which was made part of the Agreement by incorporation, set forth the terms and conditions pursuant to which INDYMAC would purchase and/or fund loans processed, packaged and submitted by SKYLINE.

**1.2** Pursuant to the terms of the Agreement and the Lending Guide, SKYLINE submitted to INDYMAC the Construction to Permanent Residence Loan to [REDACTED] and [REDACTED] (Loan No. [REDACTED]) in the principle amount of \$2,025,000.00 ("LOAN") which loan was secured by a deed of trust encumbering the property located at [REDACTED] Harrison, Idaho ("Gozzer Road Property").

**1.3** GREEN and her husband are the owners and shareholders of a business known as Nestaway, LLC, the entity who sold the real property located at [REDACTED] Road, Harrison, Idaho, to the [REDACTED]. The FDIC claims that in June 2007, GREEN solicited [REDACTED] to enter into a real estate transaction as follows: [REDACTED] and his wife, [REDACTED] would purchase the Gozzer Road Property from Nestaway, LLC for \$900,000 with a loan GREEN negotiated, processed and referred to SKYLINE and, after the construction was completed, GREEN and [REDACTED] would sell the Gozzer Road Property and share the profits.

**1.4** The FDIC further contends that on or about October 27, 2007, in furtherance of the agreement between GREEN and [REDACTED] GREEN packaged and referred the [REDACTED] LOAN to SKYLINE who submitted the loan to INDYMAC. The FDIC claims GREEN was an employee and/or agent of SKYLINE. The FDIC also contends that SKYLINE failed to disclose a business relationship between GREEN and the borrowers relating to Gozzer Road Property that was the subject of the transaction. The FDIC seeks damages from GREEN for fraud and negligent misrepresentation.

1.5 GREEN disputes the FDIC's claims relating to the [REDACTED] LOAN. (b)(6)  
Specifically, and without limitation, GREEN denies (1) that she was an employee or  
agent of SKYLINE, (2) that she entered into any agreement with the [REDACTED] (b)(6)  
regarding the Gozzer Road Property; or (3) that she had any involvement in the  
submission of the [REDACTED] LOAN to INDYMAC. GREEN further denies that she  
(b)(6) entered into any agreement to defraud anyone.

1.6 On or about March 10, 2010, the FDIC filed a lawsuit entitled *FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR INDYMAC BANK, F.S.B. v. RPM MORTGAGE, a California corporation dba PLATINUM CAPITAL GROUP, a California corporation; PLATINUM CAPITAL GROUP, a California corporation; PLATINUM FINANCIAL CORP., a California corporation; PLATINUM FINANCIAL CORP. dba STRATFORD, business entity unknown and STEPHANIE GREEN, an individual*; Case No. CV10-01758-ODW (hereinafter "Action"). The FDIC filed its First Amended Complaint on March 19, 2010. Through the First Amended Complaint, the FDIC sought damages from GREEN arising out of the [REDACTED] LOAN. (b)(6)

1.7 On May 3, 2010, SKYLINE filed a Cross-Claim for Breach of Contract, Negligence, and Indemnity against GREEN, PLATINUM CAPITAL GROUP, KEVIN DAUM and STRATFORD FINANCIAL SERVICES. GREEN filed a response to the Cross-Claim on July 30, 2010 denying the allegations.

1.8 Pursuant to the terms of a settlement agreement between SKYLINE and the FDIC, SKYLINE assigned the claims asserted against GREEN in the Cross-Claim referred to in paragraph 1.7 above and which it may have against Nestaway, LLC to the FDIC.

1.9 The Parties desire and have agreed to settle all claims relating to the [REDACTED] LOAN as described in paragraphs 1.2 to 1.5 of this Settlement Agreement. (b)(6)

## 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 Twelve Thousand Dollars and no/cents (\$12,000.00) (the "Settlement Funds") shall be paid on behalf of GREEN to the FDIC as follows:

(a) Of the Settlement Funds, the initial payment (the "Initial Payment") shall be for **Eight Thousand Dollars and no cents (\$8,000.00)** and shall be made on or before **February 10, 2011**. GREEN shall deliver the Initial Payment to the FDIC c/o Anderson, McPharlin & Connors, LLP at 444 S. Flower Street, 31<sup>st</sup> Floor, Los Angeles, California, 90071, Attn: Vanessa H. Widener and Jennifer S. Muse. The Initial Payment shall be paid by certified funds made payable to: **Anderson, McPharlin & Connors Trust Account**.

(b) For ten (10) months, beginning **March 20, 2011**, GREEN shall make a payment at a rate of **Four Hundred Dollars and no/cents (\$400.00) per month** ("Monthly Payments") and continuing on the first of each month thereafter until paid in full. The final Monthly Payment is due on or before **December 20, 2011**. The Monthly Payments shall be made by sending certified funds made payable to **Anderson, McPharlin & Conner's Trust Account** to the FDIC c/o Anderson, McPharlin & Connors, LLP at 444 S. Flower Street, 31<sup>st</sup> Floor, Los Angeles, California, 90071, Attn: Vanessa H. Widener and Jennifer S. Muse.

**2.3** Concurrently with the signing and delivery of this Settlement Agreement, GREEN shall execute a Stipulation for Entry of Judgment in the amount of Twelve Thousand Dollars and no cents (\$12,000.00) less any amounts received by the FDIC, against GREEN in the form attached hereto as Exhibit I. 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's attorneys of record and shall not be filed unless GREEN breaches paragraphs 2.2 above and fails to timely cure said breach pursuant to paragraph 2.5 below after receiving written notice of default as provided in paragraph 2.4. The Judgment (Pursuant to Stipulation) shall not be entered so long as GREEN performs under the terms of this Settlement Agreement with respect to making the Payments required by paragraph 2.2 above.

**2.4** In the event GREEN defaults by failing to make a timely payment to the FDIC as set forth in paragraphs 2.2 above, the FDIC shall give written notice of the default and notice of its intent to enter Judgment (Pursuant to Stipulation) to GREEN via e-mail and overnight mail as follows: 3307 Gibson Avenue, Redondo Beach, California, 90278; (310) 376-5714; [REDACTED]. In the event GREEN's e-mail address, mailing address or telephone number change, GREEN agrees to provide written notice of the change to the FDIC c/o Anderson, McPharlin & Connors, LLP, 444 S. Flower Street, 31<sup>st</sup> Floor, Los Angeles, California, 90071; Attn: Vanessa H. Widener and Jennifer S. Muse.

**2.5** GREEN shall have five (5) business days from receipt of the notice of default as described paragraph 2.4 above to cure the default. If GREEN fails to cure the default within five (5) business days, the FDIC shall retain all consideration it received, and it may, in its sole discretion, seek to enter the Judgment (Pursuant to Stipulation)

against GREEN and enforce said Judgment against GREEN. Judgment may be entered by ex parte application (without testimony or trial and GREEN further waives the right to a court and/or jury trial) with notice given to GREEN by telephone and in writing at the telephone number, e-mail address and mailing address listed in paragraph 2.4 above unless the FDIC has received written notification that an alternate telephone number, e-mail address or mailing address should be used.

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

**2.7** 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).

**2.8** The Parties specifically acknowledge that this Agreement is intended to release GREEN from the FDIC's claims and claims assigned to the FDIC by SKYLINE relating to the [REDACTED] LOAN. Nothing herein shall be deemed to release any claim either Party now has or may ever have had against SKYLINE, PLATINUM CAPITAL GROUP, KEVIN DAUM, STRATFORD FINANCIAL SERVICES, and/or [REDACTED] and [REDACTED] or any other person or entity.

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

### **3. RELEASE**

**3.1 Unknown Claims.** The FDIC and GREEN 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) which they may have against each other arising from or in conjunction with the [REDACTED] LOAN as described in paragraphs 1.2 to 1.5 of this Settlement Agreement.

**3.2** The Parties hereby expressly waive application of *California Civil Code §1542* as it relates to the [REDACTED] LOAN. 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 (b)(6) LOAN or any facts or circumstances related to the (b)(6) LOAN, that (b)(6) 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 (b)(6) LOAN, 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, 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, the damages (b)(6) arising from or in conjunction with the (b)(6) LOAN or any facts or circumstances (b)(6) related to the (b)(6) LOAN as described herein.

3.5 Notwithstanding any other provision of this Settlement Agreement, the FDIC does not release, and expressly preserves fully and to the same extent as if the Settlement Agreement had not been executed any claims against GREEN arising out of existing or failed financial institutions other than INDYMAC.

#### 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.

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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: January 25, 2011

(b)(6)

*Signature*

STEPHANIE GREEN

*Type/Print Name and Title*

DATED: January , 2011  
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

By: \_\_\_\_\_  
VANESSA H. WIDENER  
Attorneys for Plaintiff FEDERAL DEPOSIT  
INSURANCE CORPORATION, as Receiver for  
INDYMAC BANK, F.S.B.

DATED: January , 2011

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

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Type/Print Name and Title*



**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: January , 2011

\_\_\_\_\_  
*Signature*

STEPHANIE GREEN

\_\_\_\_\_  
*Type/Print Name and Title*

DATED: January , 2011  
APPROVED AS TO FORM

ANDERSON, McPHARLIN & CONNERS LLP

By: \_\_\_\_\_  
VANESSA H. WIDENER  
Attorneys for Plaintiff FEDERAL DEPOSIT  
INSURANCE CORPORATION, as Receiver for  
INDYMAC BANK, F.S.B.

DATED: January 24, 2011

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*

**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: January , 2011

\_\_\_\_\_  
*Signature*

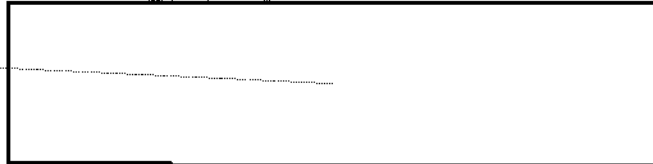
STEPHANIE GREEN

\_\_\_\_\_  
*Type/Print Name and Title*

DATED: January , 2011  
APPROVED AS TO FORM

(b)(6)

ANDERSON, McPHARLIN & CONNERS LLP



(b)(6)

VANESSA H. WIDENER

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

DATED: January , 2011

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

By: \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Type/Print Name and Title*

**EXHIBIT 1**

(b)(6)  
(b)(6)

- 1 VANESSA H. WIDENER (Bar No. 203967)
- 2 [REDACTED]
- 3 JENNIFER S. MUSE (Bar No. 211779)
- 4 [REDACTED]
- 5 ANDERSON, McPHARLIN & CONNERS LLP
- 6 Thirty-First Floor
- 7 444 South Flower Street
- 8 Los Angeles, California 90071-2901
- 9 TELEPHONE: (213) 688-0080 ♦ FACSIMILE: (213) 622-7594

6 Attorneys for Plaintiff and Counterdefendant,  
 7 FEDERAL DEPOSIT INSURANCE  
 8 CORPORATION as Receiver for  
 9 INDYMAC BANK, F.S.B.

10 UNITED STATES DISTRICT COURT  
 11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

13 FEDERAL DEPOSIT INSURANCE  
 14 CORPORATION AS RECEIVER FOR  
 15 INDYMAC BANK, F.S.B.,

16 Plaintiff,

17 vs.

18 RPM MORTGAGE, a California  
 19 corporation dba PLATINUM CAPITAL  
 20 GROUP, a California corporation;  
 21 PLATINUM CAPITAL GROUP, a  
 22 California corporation; SKYLINE  
 23 FINANCIAL CORP., a California  
 24 corporation; SKYLINE FINANCIAL  
 25 CORP. dba STRATFORD, business  
 26 entity unknown and STEPHANIE  
 27 GREEN, an individual,

28 Defendants.

Case No. CV10-01758-ODW (CWx)  
 STIPULATION FOR ENTRY OF  
 JUDGMENT

24 AND RELATED CROSS-CLAIM

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ANDERSON, McPHARLIN & CONNERS LLP  
 LAWYERS  
 444 SOUTH FLOWER STREET, THIRTY-FIRST FLOOR  
 LOS ANGELES, CALIFORNIA 90071-2901  
 TEL (213) 688-0080 • FAX (213) 622-7594

1           **IT IS HEREBY STIPULATED** between plaintiff FEDERAL DEPOSIT  
2 INSURANCE CORPORATION, as Receiver for INDYMAC BANK, F.S.B.  
3 ("FDIC") by and through its attorneys of record, and defendant in pro per  
4 STEPHANIE GREEN ("GREEN"), on her own behalf, (hereinafter the "Parties"), as  
5 follows:

6           1.       On or about March 10, 2010, the FDIC filed a filed a lawsuit entitled  
7 *FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER FOR*  
8 *INDYMAC BANK, F.S.B. v. RPM MORTGAGE, a California corporation dba*  
9 *PLATINUM CAPITAL GROUP, a California corporation; PLATINUM CAPITAL*  
10 *GROUP, a California corporation; PLATINUM FINANCIAL CORP., a California*  
11 *corporation; PLATINUM FINANCIAL CORP. dba STRATFORD, business entity*  
12 *unknown and STEPHANIE GREEN, an individual; Case No. CV10-01758-ODW*  
13 (hereinafter "Action"). The FDIC filed its First Amended Complaint on March 19,  
14 2010.

15           2.       The Parties wishing to avoid the uncertainty and expense of continued  
16 litigation, have entered into a written Settlement Agreement whereby GREEN  
17 agreed to pay monies to the FDIC, a portion of which will be paid over time.

18           3.       In the event that GREEN defaults under the terms of the Settlement  
19 Agreement, the Parties stipulate and agree that judgment against GREEN and in  
20 favor of the FDIC in the amount of **Twelve Thousand Dollars (\$12,000.00)**, less  
21 any amounts received by the FDIC, plus post judgment interest to accrue at the legal  
22 rate of ten percent (10%) may be entered in the form attached hereto as **Exhibit A**.

23           4.       The Parties agree that Judgment may be entered by *ex parte* application  
24 with notice given to GREEN by telephone and in writing and without testimony or  
25 trial. GREEN further waives the right to a court and/or jury trial.

26           5.       The Parties hereby enter into this Stipulation with the advice of counsel  
27 knowing its content and effect hereafter.

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1           6.     The Parties agree and expressly request the Court retain jurisdiction to  
2 enforce the Settlement Agreement and entry the Judgment pursuant to Stipulation.

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**IT IS SO STIPULATED.**

DATED: January \_\_\_\_, 2011

ANDERSON, McPHARLIN & CONNERS  
LLP

By: \_\_\_\_\_  
Vanessa H. Widener  
Jennifer S. Muse  
Attorneys for Plaintiff and Counterdefendant,  
FEDERAL DEPOSIT INSURANCE  
CORPORATION as Receiver for INDYMAC  
BANK, F.S.B.

DATED: January \_\_\_\_, 2011

By: \_\_\_\_\_  
Stephanie Green  
Attorneys for Defendant and Cross-Defendant  
in Pro Per

ANDERSON, McPHARLIN & CONNERS LLP  
LAWYERS  
444 SOUTH FLOWER STREET, THIRTY-FIRST FLOOR  
LOS ANGELES, CALIFORNIA 90071-2301  
TEL (213) 888-0080 • FAX (213) 622-7694

EXHIBIT A

(b)(6)

1 VANESSA H. WIDENER (Bar No. 203967)

(b)(6)

2 JENNIFER S. MUSE (Bar No. 211779)

3 ANDERSON, McPHARLIN & CONNERS LLP

Thirty-First Floor

4 444 South Flower Street

Los Angeles, California 90071-2901

5 TELEPHONE: (213) 688-0080 ♦ FACSIMILE: (213) 622-7594

6 Attorneys for Plaintiff and Counterdefendant,

**FEDERAL DEPOSIT INSURANCE**

7 **CORPORATION as Receiver for**

8 **INDYMAC BANK, F.S.B.**

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**UNITED STATES DISTRICT COURT**

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**CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

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FEDERAL DEPOSIT INSURANCE  
CORPORATION AS RECEIVER FOR  
INDYMAC BANK, F.S.B.,

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Plaintiff,

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vs.

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RPM MORTGAGE, a California  
corporation dba PLATINUM CAPITAL  
GROUP, a California corporation;  
PLATINUM CAPITAL GROUP, a  
California corporation; SKYLINE  
FINANCIAL CORP., a California  
corporation; SKYLINE FINANCIAL  
CORP. dba STRATFORD, business  
entity unknown and STEPHANIE  
GREEN, an individual,

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Defendants.

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AND RELATED CROSS-CLAIM

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Case No. CV10-01758-ODW (CWx)

**JUDGMENT PURSUANT TO  
STIPULATION**

ANDERSON, McPHARLIN & CONNERS LLP

LAWYERS

444 SOUTH FLOWER STREET, THIRTY-FIRST FLOOR

LOS ANGELES, CALIFORNIA 90071-2901

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TEL (213) 688-0080 • FAX (213) 622-7584

1 **TO THE PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Based upon the Stipulation for Entry of Judgment between plaintiff the  
3 FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for INDYMAC  
4 BANK, F.S.B. ("FDIC") and defendant STEPHANIE GREEN, and upon proof  
5 made to the satisfaction of this Court, judgment shall be entered in favor of the  
6 FDIC, and against defendant STEPHANIE GREEN, in the amount of Twelve  
7 Thousand Dollars (\$12,000.00), less any amounts received by the FDIC, plus post  
8 judgment interest to accrue at the legal rate of ten percent (10%).

9 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED AS**  
10 **FOLLOWS:**

11 Judgment shall be and is hereby entered in favor of the FDIC and against  
12 STEPHANIE GREEN in the amount of \$ \_\_\_\_\_ plus post judgment interest  
13 to accrue at the legal rate of ten percent (10%).

14  
15 Dated: \_\_\_\_\_, 2011

\_\_\_\_\_  
OTIS D. WRIGHT II  
United States District Court Judge