

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“**Agreement**”) is entered into on the Effective Date (as defined below) by and among the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank (“**FDIC**”), Medmarc Casualty Insurance Company (“**Medmarc**”), Gabriel I. Martin, Esq. (“**Martin**”) Gabriel Martin, P.A., a dissolved Florida Professional Association, by and through Martin, its last known director and trustee (“**Martin P.A.**”) (Martin and Martin P.A. collectively referred to as “**Martin Parties**”), and Garbett, Stiphany, Allen & Roza, P.A., as escrow agent (“**Escrow Agent**”). The FDIC, Medmarc and the Martin Parties are collectively referred to as “**Settling Parties**” and all of the parties are sometimes hereinafter referred to individually as “**Party**” and collectively as “**Parties.**”

## **PRELIMINARY STATEMENT**

A. Washington Mutual Bank (“**WaMu**”) brought an action styled *Washington Mutual Bank, Plaintiff v. Gabriel Martin, P.A. and Gabriel Martin, Esq., Daniel Jacobazzi, Akbar Nikooie, Jason L. Zabaleta, Jose Marsicobetre Mejia, Adorno & Yoss, L.L.P., General Mortgage Associates, Inc., Defendants*, Dade County Circuit Case No. 07-01168 CA 40 (“**Mejia Action**”). In the Mejia Action, WaMu alleged, *inter alia*, that Martin Parties failed to comply with Lender’s Closing Instructions and committed other wrongdoing with respect to a closing of a loan transaction involving Jose Marsicobetre Mejia.

B. WaMu brought an action styled *Washington Mutual Bank, Plaintiff v. Aadil A. Bellagio, City Lending Group, Inc., R.E.O. Acquisitions, Inc., Jimmy Kakalettris, Gabriel Martin, P.A., Gabriel I. Martin, Esq., Michael Dion, Nancy Dion, Centeno Doors & More, Inc., Forrest Sygman, Eli Hadad, South Florida Investment Group, LLC, and Asset Management Holdings, LLC, Defendants*, Dade County Circuit Case No. 06-12568 (CA 11) (“**Bellagio/Jimmy K Action**”). In the Bellagio/Jimmy K Action, WaMu alleged, *inter alia*, that Martin Parties failed to comply with Lender’s Closing Instructions and committed other wrongdoing with respect to a closing of a loan transaction involving Jimmy Kakalettris.

C. Medmarc brought an action styled *Medmarc Casualty Insurance Company, Plaintiff v. Gabriel Martin; Gabriel Martin, P.A., George Louis Garcia; Sterling National Mortgage Co., Inc.; Arthur Khanimov; Washington Mutual Bank; Eli Hadad; South Florida Investment Group, LLC; And Pelican Capital Investment Group, Inc., Defendants*, Southern District of Florida Case No. 07-21467 CIV Seitz/McAliley (“**Medmarc Action**”), seeking a declaratory judgment as to whether there was coverage in whole or in part under a Professional Liability Insurance Policy on which the Martin Parties are insured (“**Medmarc Policy**”) involving various claims as more particularly described in the operative pleading filed by Medmarc. In the Medmarc Action, Medmarc sued WaMu for declaratory judgment as to whether the Medmarc Policy provided coverage for the Mejia Action or the Bellagio/Jimmy K Action and as to the limits of coverage provided by the Policy.

D. On September 25, 2008, the Office of Thrift Supervision appointed the FDIC as Receiver for **WaMu**. Subsequently, the FDIC, in its capacity as Receiver for WaMu, sold certain of the assets of WaMu to JPMorgan Chase Bank, N.A. (“**JPMorgan**”) in accordance

with the FDIC's authority under the Federal Deposit Insurance Act, 12 U.S.C. § 1821(d). The asset purchase was evidenced by a Purchase and Assumption Agreement Whole Bank Among Federal Deposit Insurance Corporation, Receiver of Washington Mutual Bank, Henderson, Nevada, Federal Deposit Insurance Corporation and JPMorgan Chase Bank, National Association dated as of September 25, 2008 ("APA"). Under the APA, the FDIC retained certain claims against the Martin Parties brought by WaMu including the claims against Martin Parties being settled by this Agreement. The FDIC represents that JPMorgan and WaMu have no right, title or interest in the claims being settled in this Agreement because the claims were retained by the FDIC and were never transferred to JPMorgan. In reliance upon the FDIC's representations herein, the Martin Parties and Medmarc agree to enter into this Agreement.

E. By order dated March 27, 2012, the Court in the Mejia Action substituted the FDIC as party-plaintiff in lieu of JPMorgan on Count VIII of the Amended Complaint originally filed by WaMu.

F. By order dated March 26, 2012, the Court in the Bellagio/Jimmy K Action substituted the FDIC as party-plaintiff in lieu of JPMorgan on Count IX of the Amended Complaint originally filed by WaMu.

G. On December 11, 2008, the district court in the Medmarc Action entered Final Judgment pursuant to the court's Order Granting Defendants' Motions for Summary Judgment In Part and Granting In Part and Denying In Part Plaintiff's Motion for Summary Judgment of the same date. Medmarc has appealed the Final Judgment to the 11th Circuit Court of Appeals, Case No. 08-17216-F ("Appeal").

H. The Settling Parties desire to settle their disputes in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the amounts to be paid pursuant to this Agreement, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties (with Escrow Agent agreeing as to the terms applicable to it) agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated into this Agreement.

2. **Voluntary Agreement.** In entering into this Agreement, each of the Parties represents to the others that:

(a) It/he has relied on the legal advice of attorneys of its/his own choice;

(b) The terms of this Agreement have been explained to it/him by attorneys and those terms are fully understood and voluntarily accepted; and

(c) It/he has not relied on any representation or statement made by the other Parties or any other person with regard to the subject matter, basis or effect of this Agreement other than its express provisions.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. **No Admissions.** By entering into and performing this Agreement, none of the Settling Parties admits liability for any claims asserted or which could have been asserted against it/him. Rather, this Agreement is intended to effect peace among the Parties.

5. **Ownership of Claims/Authority To Execute.**

(a) Each of the Settling Parties that has asserted claims represents and warrants to the other Settling Parties against which/whom the claims have been asserted that it (i) owns all of the right, title and interest in and to the claims that have been asserted by the Settling Party; and (ii) has not assigned or transferred those claims to any other party or person.

(b) Each Party represents and warrants to the other Parties that the person signing this Agreement has the authority to do so.

6. The Parties' agreement to settle this matter is as follows. Medmarc will pay \$325,000 ("**Current Settlement Amount**") to settle this matter. However, the Settling Parties understand that Martin Parties' counsel is entitled to be paid additional reasonable attorney's fees and costs incurred by Martin Parties' counsel after May 3, 2012 in representing Martin Parties on this Agreement and in connection with the Mejia Action and Bellagio/Jimmy K Action, including withdrawing as counsel to Martin Parties, not to exceed \$5,000 ("**Estimated Amount**"), and that such attorney's fees and costs will be paid from the Current Settlement Amount. The Current Settlement Amount minus the Estimated Amount is referred to as the "**Settlement Amount**." If Martin Parties' counsel does not utilize the entire Estimated Amount, then the Settlement Amount shall be increased by the amount not utilized, as notified to all Settling Parties by Martin Parties' counsel and if requested with supporting documents reflecting such fees and costs.

7. **Medmarc's Deliveries.** Medmarc shall perform as follows:

(a) Within 21 days of the Effective Date, Medmarc shall deliver to Escrow Agent c/o David S. Garbett:

(i) a check payable to Garbett, Stiphany, Allen & Roza, P.A., Trust Account ("**Settlement Check**") in the Settlement Amount; and

(ii) a Limited Release in favor of the FDIC, the form of which is attached hereto as Exhibit A ("**Medmarc to FDIC Release**").

Escrow Agent shall deposit the Settlement Check and hold the proceeds ("**Settlement Funds**") in escrow pending the occurrence of the Escrow Release Event (as defined below). Escrow

Agent shall advise the Settling Parties on receipt of the Settlement Check, the Settlement Funds and all other items required to be delivered to Escrow Agent as discussed below.

(b) Immediately after the Effective Date, Medmarc shall file the motion to dismiss the Appeal, to which the FDIC shall agree, in substantially the form attached hereto as Exhibit G.

8. **The FDIC's Deliveries.** FDIC shall perform as follows: No later than 5 days following the Effective Date, the FDIC shall deliver to Escrow Agent a Limited Release in favor of Medmarc, the form of which is attached hereto as Exhibit B ("**FDIC to Medmarc**"), and a Limited Release in favor of Martin Parties, the form of which is attached hereto as Exhibit "C" ("**FDIC to Martin Parties Release**").

9. **Martin Parties' Deliveries.** Martin Parties shall perform as follows:

(a) No later than 5 days following the Effective Date, Martin Parties shall deliver to Escrow Agent a Limited Release in favor of the FDIC, the form of which is attached hereto as Exhibit D ("**Martin Parties to FDIC Release**").

(b) Contemporaneously with executing this Agreement, the Martin Parties shall deliver to counsel for Medmarc the executed Policyholder's Release and Settlement Agreement.

10. **Dismissal of Claims Against Martin Parties.** Immediately on Escrow Agent's notification that it has received the Settlement Funds:

(a) the FDIC shall submit an agreed order to the court in the Mejia Action dismissing without prejudice Count VIII of the Amended Complaint, each side to bear its/his own costs and attorney's fees, in substantially the form of Exhibit E hereto ("**Mejia Dismissal Order**"); and

(b) the FDIC shall submit an agreed order to the court in the Bellagio/Jimmy K Action dismissing without prejudice Count IX of the Amended Complaint, each side to bear its/his own costs and attorney's fees, in substantially the form of Exhibit F hereto ("**Bellagio/Jimmy K Dismissal Order**").

11. **Escrow Release Event.** The occurrence of the following events shall constitute the Escrow Release Event:

(a) This Agreement becomes effective;

(b) The dismissal of the Appeal;

(c) Escrow Agent's notification of receipt of the Settlement Funds, the Medmarc to FDIC Release, the FDIC to Medmarc Release, the FDIC to Martin Parties Release, and the Martin Parties to FDIC Release;

- (d) entry of the Mejia Dismissal Order; and
- (e) entry of the Bellagio/Jimmy K Dismissal Order.

12. **Release from Escrow/Additional Duties.** Promptly following the occurrence of the Escrow Release Event, Escrow Agent shall:

- (a) release the Settlement Funds to the FDIC;
- (b) deliver to the FDIC the Medmarc to FDIC Release;
- (c) deliver to Medmarc the FDIC to Medmarc Release;
- (d) deliver to Martin Parties the FDIC to Martin Parties Release;
- (e) deliver to the FDIC the Martin Parties to FDIC Release; and
- (f) circulate by e-mail to counsel for the Settling Parties copies of the releases identified in 12(b)-12(e).

13. **No Waiver of Claims.**

(a) The Settling Parties acknowledge that both JPMorgan and the FDIC have asserted claims against Attorneys' Title Insurance Fund, Inc. ("**The Fund**") in an action styled *Attorneys' Title Insurance Fund, Inc. v. Washington Mutual Bank*, Dade County Circuit Court Case No. 07-08681 (CA 24) ("**Fund Action**") arising out of the transactions that are the subject of this Agreement, and nothing in this Agreement is intended to release The Fund on any such claims or prejudice the rights of the FDIC or JPMorgan against The Fund or affect or prejudice any of The Fund's claims against Martin Parties.

(b) 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 claims or causes of action:

(i) against the Settling Defendants or any other person or entity for liability, if any, incurred as maker, endorser or guarantor of any promissory note payable or owed by them to the FDIC, WaMu, other financial institutions, or any other person or entity, including without limitation any claims, not released herein, acquired by the FDIC as successor in interest to WaMu or any person or entity other than WaMu;

(ii) against any person or entity not expressly released in this Agreement; and

(iii) that are not expressly released above.

(c) Notwithstanding any other provision, nothing in this Agreement shall be construed or interpreted as limiting, waiving, releasing or compromising the jurisdiction and authority of the FDIC in the exercise of its supervisory or regulatory authority or to diminish its ability to institute administrative enforcement proceedings seeking removal, prohibition or any other administrative enforcement action which may arise by operation of law, rule or regulation.

(d) Notwithstanding any other provision, this Agreement does not purport to waive, or intend to waive, any claims that could be brought by the United States through either the Department of Justice or the United States Attorney's Office. In addition, the FDIC 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.

14. **Escrow Obligations.** Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement. Escrow Agent shall not be deemed to have any implied duties or obligations under or related to this Agreement. Escrow Agent may (a) act in reliance upon any writing, instrument or signature which it, in good faith, believes to be genuine; (b) assume the validity and accuracy of any statement or assertion contained in such a writing or instrument; and (c) assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions of this Agreement has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or corrections as to form, manner of execution, or validity of any instrument deposited in escrow, or as to the identity, authority, or right of any person executing any instrument. Escrow Agent's duties under this Agreement are and shall be limited to those duties specifically provided in this Agreement. If any of the Settling Parties or Escrow Agent shall disagree concerning interpretation of this Agreement, or their respective rights and obligations, or about propriety of any action contemplated by Escrow Agent, Escrow Agent may, but shall not be required to, file an action in interpleader to resolve the disagreement. Upon filing such action and determination that Escrow Agent has complied with its obligations hereunder and the interpleader was not necessary because of the actions or inactions of Escrow Agent, Escrow Agent shall be released from all obligations under this Agreement. Notwithstanding anything to the contrary in Section 21 of this Agreement, in any action among the Parties wherein Escrow Agent is made a party because of acting as escrow agent, or in any action wherein Escrow Agent interpleads any item held by it, and provided that Escrow Agent has acted in good faith and in compliance with its duties under this Agreement, Escrow Agent shall recover reasonable attorney's fees and costs incurred to be taxed against the Settling Party that caused the dispute leading to the interpleader. Escrow Agent shall not be liable to any Settling Party or person for misdelivery of an item in escrow, unless such misdelivery is due to breach of this Agreement or negligence of Escrow Agent. Escrow Agent is counsel to JPMorgan in the Fund Action and shall not be disabled or disqualified from representing JPMorgan in any dispute or litigation arising out of or in connection with this Agreement as a result of Escrow Agent's acting as the escrow agent under this Agreement, and all Settling Parties waive any claim or right to assert a conflict arising out of or in connection with the foregoing.

15. **Own Costs and Fees.** Except as otherwise provided in Section 21 below, the Settling Parties shall each bear its/his own costs and attorney's fees incurred in connection with this Agreement and all actions referred to in this Agreement.

16. **Notices.** All notices required or permitted under this Agreement shall be in writing and addressed as follow (unless changed in writing by the Party entitled to notice):

If to the FDIC: Robert B. Mullen, Esq.  
Schiff Hardin LLP  
One Market  
Spear Street Tower, 32nd Floor  
San Francisco, CA 94105  
Email: [rmullen@schiffhardin.com](mailto:rmullen@schiffhardin.com)

With a copy to: Dora F. Kaufman, Esq.  
Liebler, Gonzalez & Portuondo, P.A.  
Courthouse Tower  
44 West Flagler Street, 25th Floor  
Miami, Florida 33130  
Email: [dfk@lgplaw.com](mailto:dfk@lgplaw.com)

and

David S. Garbett, Esq.  
Garbett, Stiphany, Allen & Roza, P.A.  
Brickell BayView Centre  
Suite 3100  
80 S.W. 8<sup>th</sup> Street  
Miami, Florida 33130  
Email: [dgarbett@gsarlaw.com](mailto:dgarbett@gsarlaw.com)

If to Escrow Agent: David S. Garbett, Esq.  
Garbett, Stiphany, Allen & Roza, P.A.  
Brickell BayView Centre  
Suite 3100  
80 S.W. 8<sup>th</sup> Street  
Miami, Florida 33130  
Email: [dgarbett@gsar.com](mailto:dgarbett@gsar.com)

If to Medmarc: c/o Ronald Lee Kammer, Esq.  
Hinshaw & Culbertson  
2525 Ponce De Leon Boulevard  
4th Floor  
Coral Gables, Florida 33134  
(305) 577-1063 (Facsimile)  
Email: [rkammer@hinshawlaw.com](mailto:rkammer@hinshawlaw.com)

If to Martin Parties: Gabriel I. Martin  
670 N.E. 114th Street  
Biscayne Park, Florida 33161

With a copy to:

Alan L. Landsberg, Esq.  
Keller Landsberg, P.A.  
Keller Landsberg PA  
Broward Financial Centre  
500 E. Broward Boulevard, Suite 1400  
Fort Lauderdale, FL 33394  
Email: [Alan.landsberg@kellerlandsberg.com](mailto:Alan.landsberg@kellerlandsberg.com)

17. **Merger.** This is the entire agreement among the Parties with respect to the subject matter contained in this Agreement except for the Policyholder's Release and Settlement Agreement which was or will be executed separately by the Martin Parties and Medmarc. All statements, representations, promises or agreements between the Parties, if any, with respect to the subject matter of this Agreement shall be merged into this Agreement.

18. **Waiver or Modification.** No waiver or modification of any provision of this Agreement shall be valid unless in writing and signed by the Settling Parties to this Agreement and if the modification or waiver relates to Escrow Agent, then Escrow Agent must consent in writing. Failure of any of the Settling Parties at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, or promise, agreement, or understanding at a future time.

19. **Forum Selection/Jurisdiction.** This Agreement has been entered into and performance is due in the State of Florida. Any action to enforce or that otherwise concerns this Agreement shall be litigated exclusively in the courts located in Miami-Dade County, Florida, whether state or federal, and the Parties submit to such courts for adjudication of all such actions. Nothing in this paragraph shall waive any of the Settling Parties' right to a federal forum for dispute resolution.

20. **Cooperation.** The Settling Parties shall cooperate with each other in good faith with respect to post-settlement obligations and shall take such further actions as may be necessary to carry out the terms of this Agreement.

21. **Attorney's Fees, Costs and Expenses.** In any action to enforce this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees, costs and expenses against the losing Party, including all fees, costs and expenses incurred in trial court, mediation, arbitration, bankruptcy and appellate proceedings.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Florida, other than its principles governing conflicts or choice of law.

23. **Neutral Construction.** The Settling Parties have, through their respective counsel, participated in drafting this Agreement, and therefore no rule of construction resolving any ambiguity against the drafting party shall be employed in interpreting this Agreement.

24. **Section Headings.** The headings in this Agreement are for convenience of reference only and do not form a part of this Agreement.

25. **Electronic Signatures/Counterparts.** This Agreement may be signed via electronic signature, which shall constitute the original for all purposes, and simultaneously in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The items identified as exhibits to this Agreement shall be delivered with original signatures.

26. **Effective Date.** This Agreement shall become effective ("**Effective Date**") on the date that the last Party signs this Agreement or that the Martin Parties delivers to counsel for Medmarc the executed "Policyholders' Release and Settlement Agreement", whichever is later.

27. **JURY WAIVER. THE PARTIES WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE TO ENFORCE THIS AGREEMENT.**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the dates set forth below.

**[Signature Blocks on Next Page]**

**Federal Deposit Insurance Corporation, as  
Receiver for Washington Mutual Bank**

By: 

Name: Aaron M. Forrester

Title: Counsel

Date: May 18, 2012

**Medmarc Casualty Insurance Company**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: May \_\_, 2012

**Gabriel Martin, P.A., a dissolved Florida  
Professional Association**

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

Name: Gabriel I. Martin

Title: Director and Trustee

Date: May \_\_, 2012

\_\_\_\_\_  
**Gabriel I. Martin**

Date: May \_\_, 2012

**[Signature Blocks on Next Page]**

**Federal Deposit Insurance Corporation, as  
Receiver for Washington Mutual Bank**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: May \_\_, 2012

**Medmarc Casualty Insurance Company**

By: Mindy Hecht

Name: Mindy Hecht

Title: Sr Claims Examiner

Date: May 8, 2012

**Gabriel Martin, P.A., a dissolved Florida  
Professional Association**

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

Name: Gabriel I. Martin

Title: Director and Trustee

Date: May \_\_, 2012

\_\_\_\_\_  
**Gabriel I. Martin**

Date: May \_\_, 2012

**[Signature Blocks on Next Page]**

**Federal Deposit Insurance Corporation, as  
Receiver for Washington Mutual Bank**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: May \_\_, 2012

**Medmarc Casualty Insurance Company**

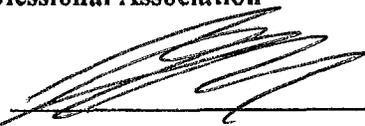
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: May \_\_, 2012

**Gabriel Martin, P.A., a dissolved Florida  
Professional Association**

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

Name: Gabriel I. Martin

Title: Director and Trustee

Date: <sup>JUNE</sup>~~May~~ 1, 2012

  
\_\_\_\_\_

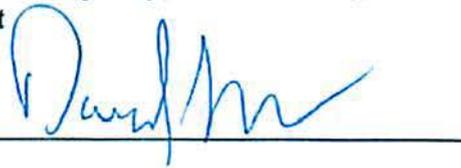
Gabriel I. Martin

Date: <sup>JUNE</sup>~~May~~ 1, 2012

**[Signature Blocks on Next Page]**

**Garbett, Stiphany, Allen & Roza, P.A. as Escrow  
Agent**

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



Name: David S. Garbett

Title: President

Date: May 11, 2012

Exhibit A

LIMITED RELEASE

**KNOW ALL MEN BY THESE PRESENTS:**

Medmarc Casualty Insurance Company ("Medmarc"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, or other valuable considerations, received from or on behalf of the Federal Deposit Insurance Corporation ("Second Party"), the receipt whereof is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Second Party of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, which Medmarc ever had, now has, or which any successor or assign of Medmarc hereafter can, shall or may have, against Second Party from the beginning of the world to the day of these presents, limited to the subject matter of those certain actions styled:

*Washington Mutual Bank, Plaintiff v. Gabriel Martin, P.A. and Gabriel Martin, Esq., Daniel Jacobazzi, Akbar Nikooie, Jason L. Zabaleta, Jose Marsicobetre Mejia, Adorno & Yoss, L.L.P., General Mortgage Associates, Inc., Defendants, Dade County Circuit Case No. 07-01168 CA 40;*

*Washington Mutual Bank, Plaintiff v. Aadil A. Bellagio, City Lending Group, Inc., R.E.O. Acquisitions, Inc., Jimmy Kakalettris, Gabriel Martin, P.A., Gabriel I. Martin, Esq., Michael Dion, Nancy Dion, Centeno Doors & More, Inc., Forrest Sygman, Eli Hadad, South Florida Investment Group, LLC, and Asset Management Holdings, LLC, Defendants, Dade County Circuit Case No. 06-12568 (CA 11); and*

*Medmarc Casualty Insurance Company, Plaintiff v. Gabriel Martin; Gabriel Martin, P.A., George Louis Garcia; Sterling National Mortgage Co., Inc.; Arthur Khanimov; Washington Mutual Bank; Eli Hadad; South Florida Investment Group, LLC; And Pelican Capital Investment Group, Inc., Defendants, Case No. 07-21467 CIV Seitz/McAliley,*

provided, however, that this Limited Release shall not release (a) Second Party from its obligations under that certain Settlement Agreement among Medmarc, Second Party and others under which this Limited Release is delivered; and (b) any claims or potential claims by Attorneys' Title Insurance Company ("The Fund") against Martin Parties arising from the subject matter of the above-styled actions; or (c) any claims or potential claims by the FDIC or JPMorgan Chase Bank, N.A. against The Fund arising from the subject matter of the above-styled actions, including but not limited to claims that have been or could be raised in the action styled *Attorneys' Title Insurance Fund, Inc. v. Washington Mutual Bank*, Dade County Circuit Court Case No. 07-08681 (CA 24).



Exhibit B

LIMITED RELEASE

**KNOW ALL MEN BY THESE PRESENTS:**

The Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank ("**FDIC**"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, or other valuable considerations, received from or on behalf of Medmarc Casualty Insurance Company ("**Second Party**"), the receipt whereof is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Second Party of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, which the FDIC ever had, now has, or which any successor or assign of the FDIC hereafter can, shall or may have, against Second Party from the beginning of the world to the day of these presents, limited to the subject matter of those certain actions styled:

*Washington Mutual Bank, Plaintiff v. Gabriel Martin, P.A. and Gabriel Martin, Esq., Daniel Jacobazzi, Akbar Nikooie, Jason L. Zabaleta, Jose Marsicobetre Mejia, Adorno & Yoss, L.L.P., General Mortgage Associates, Inc., Defendants, Dade County Circuit Case No. 07-01168 CA 40;*

*Washington Mutual Bank, Plaintiff v. Aadil A. Bellagio, City Lending Group, Inc., R.E.O. Acquisitions, Inc., Jimmy Kakaletris, Gabriel Martin, P.A., Gabriel I. Martin, Esq., Michael Dion, Nancy Dion, Centeno Doors & More, Inc., Forrest Sygman, Eli Hadad, South Florida Investment Group, LLC, and Asset Management Holdings, LLC, Defendants, Dade County Circuit Case No. 06-12568 (CA 11); and*

*Medmarc Casualty Insurance Company, Plaintiff v. Gabriel Martin; Gabriel Martin, P.A., George Louis Garcia; Sterling National Mortgage Co., Inc.; Arthur Khanimov; Washington Mutual Bank; Eli Hadad; South Florida Investment Group, LLC; And Pelican Capital Investment Group, Inc., Defendants, Case No. 07-21467 CIV Seitz/McAliley,*

provided, however, that this Limited Release shall not release (a) Second Party from its obligations under that certain Settlement Agreement among the FDIC, Second Party and others under which this Limited Release is delivered; and (b) any claims or potential claims by Attorneys' Title Insurance Company ("**The Fund**") against Martin Parties arising from the subject matter of the above-styled actions; or (c) any claims or potential claims by the FDIC or JPMorgan Chase Bank, N.A. against The Fund arising from the subject matter of the above-styled actions, including but not limited to claims that have been or could be raised in the action styled *Attorneys' Title Insurance Fund, Inc. v. Washington Mutual Bank*, Dade County Circuit Court Case No. 07-08681 (CA 24).



Exhibit C

LIMITED RELEASE

**KNOW ALL MEN BY THESE PRESENTS:**

The Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank ("**FDIC**"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, or other valuable considerations, received from or on behalf of Gabriel I. Martin and Gabriel Martin, P.A. (collectively, "**Second Party**"), the receipt whereof is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Second Party of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, which the FDIC ever had, now has, or which any successor or assign of the FDIC hereafter can, shall or may have, against Second Party from the beginning of the world to the day of these presents, limited to the subject matter of those certain actions styled:

*Washington Mutual Bank, Plaintiff v. Gabriel Martin, P.A. and Gabriel Martin, Esq., Daniel Jacobazzi, Akbar Nikooie, Jason L. Zabaleta, Jose Marsicobetre Mejia, Adorno & Yoss, L.L.P., General Mortgage Associates, Inc., Defendants, Dade County Circuit Case No. 07-01168 CA 40;*

*Washington Mutual Bank, Plaintiff v. Aadil A. Bellagio, City Lending Group, Inc., R.E.O. Acquisitions, Inc., Jimmy Kakalettris, Gabriel Martin, P.A., Gabriel I. Martin, Esq., Michael Dion, Nancy Dion, Centeno Doors & More, Inc., Forrest Sygman, Eli Hadad, South Florida Investment Group, LLC, and Asset Management Holdings, LLC, Defendants, Dade County Circuit Case No. 06-12568 (CA 11); and*

*Medmarc Casualty Insurance Company, Plaintiff v. Gabriel Martin; Gabriel Martin, P.A., George Louis Garcia; Sterling National Mortgage Co., Inc.; Arthur Khamimov; Washington Mutual Bank; Eli Hadad; South Florida Investment Group, LLC; And Pelican Capital Investment Group, Inc., Defendants, Case No. 07-21467 CIV Seitz/McAliley,*

provided, however, that this Limited Release shall not release (a) Second Party from its obligations under that certain Settlement Agreement among the FDIC, Second Party and others under which this Limited Release is delivered; and (b) any claims or potential claims by Attorneys' Title Insurance Company ("**The Fund**") against Martin Parties arising from the subject matter of the above-styled actions; or (c) any claims or potential claims by the FDIC or JPMorgan Chase Bank, N.A. against The Fund arising from the subject matter of the above-styled actions, including but not limited to claims that have been or could be raised in the action styled *Attorneys' Title Insurance Fund, Inc. v. Washington Mutual Bank*, Dade County Circuit Court Case No. 07-08681 (CA 24).



Exhibit D

LIMITED RELEASE

**KNOW ALL MEN BY THESE PRESENTS:**

Gabriel I. Martin and Gabriel Martin, P.A., a dissolved Florida Professional Association (collectively, "Martin Parties"), for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, or other valuable considerations, received from or on behalf of the Federal Deposit Insurance Corporation ("Second Party"), the receipt whereof is hereby acknowledged, hereby remises, releases, acquits, satisfies, and forever discharges Second Party of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, which Martin Parties ever had, now has, or which any successor or assign of Martin Parties hereafter can, shall or may have, against Second Party from the beginning of the world to the day of these presents, limited to the subject matter of those certain actions styled:

*Washington Mutual Bank, Plaintiff v. Gabriel Martin, P.A. and Gabriel Martin, Esq., Daniel Jacobazzi, Akbar Nikooie, Jason L. Zabaleta, Jose Marsicobetre Mejia, Adorno & Yoss, L.L.P., General Mortgage Associates, Inc., Defendants, Dade County Circuit Case No. 07-01168 CA 40;*

*Washington Mutual Bank, Plaintiff v. Aadil A. Bellagio, City Lending Group, Inc., R.E.O. Acquisitions, Inc., Jimmy Kakaletis, Gabriel Martin, P.A., Gabriel I. Martin, Esq., Michael Dion, Nancy Dion, Centeno Doors & More, Inc., Forrest Sygman, Eli Hadad, South Florida Investment Group, LLC, and Asset Management Holdings, LLC, Defendants, Dade County Circuit Case No. 06-12568 (CA 11); and*

*Medmarc Casualty Insurance Company, Plaintiff v. Gabriel Martin; Gabriel Martin, P.A., George Louis Garcia; Sterling National Mortgage Co., Inc.; Arthur Khanimov; Washington Mutual Bank; Eli Hadad; South Florida Investment Group, LLC; And Pelican Capital Investment Group, Inc., Defendants, Case No. 07-21467 CIV Seitz/McAliley,*

provided, however, that this Limited Release shall not release (a) Second Party from its obligations under that certain Settlement Agreement among the Martin Parties, Second Party and others under which this Limited Release is delivered; and (b) any claims or potential claims by Attorneys' Title Insurance Company ("The Fund") against Martin Parties arising from the subject matter of the above-styled actions; or (c) any claims or potential claims by the FDIC or JPMorgan Chase Bank, N.A. against The Fund arising from the subject matter of the above-styled actions, including but not limited to claims that have been or could be raised in the action styled *Attorneys' Title Insurance Fund, Inc. v. Washington Mutual Bank*, Dade County Circuit Court Case No. 07-08681 (CA 24).

Wherever used herein, the term "Second Party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors, officers, agents, representatives, parent corporation, and assigns of corporations.

This Limited Release shall be governed by and interpreted in accordance with the laws of the State of Florida, excluding its principles governing choice or conflicts of law.

Martin Parties represent that the person signing this Release on behalf of Gabriel Martin, P.A. is authorized to do so.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_ day of May, 2012.

Gabriel Martin, P.A., a dissolved Florida Professional Association

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

Name: Gabriel I. Martin

Title: Its Director and Trustee

STATE OF FLORIDA )  
 ):SS  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_ day of May, 2012, by Gabriel I. Martin as Director and Trustee of Gabriel Martin, P.A., a dissolved Florida Professional Association. He is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC  
SEAL OF OFFICE

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
At Large

\_\_\_\_\_  
Gabriel I. Martin

STATE OF FLORIDA )  
 ):SS  
COUNTY OF \_\_\_\_\_ )



The foregoing instrument was acknowledged before me this \_\_\_\_ day of May, 2012, by Gabriel I. Martin. He is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC  
SEAL OF OFFICE

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
At Large

**Exhibit E**

IN THE CIRCUIT COURT OF THE ELEVENTH  
JUDICIAL CIRCUIT IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

COMPLEX BUSINESS LITIGATION DIVISION

CASE NO. 07-01168 CA 40

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, as purchaser of the loans  
and assets of WASHINGTON MUTUAL  
BANK, (the "Savings Bank") formerly known  
as WASHINGTON MUTUAL BANK, FA,  
for the Federal Deposit Insurance Corporation,  
acting as receiver for the Savings Bank and  
pursuant to its authority under the Federal  
Deposit Insurance Act, 12 USC § 1821(d),

Plaintiff,

v.

GABRIEL MARTIN, P.A., a Florida  
Professional Association; GABRIEL MARTIN,  
ESQ., an individual; DANIEL JACOBACCI, an  
individual; AKBAR NIKOOIE, an individual;  
JASON L. ZABALETA, an individual;  
JOSE MARSICOBETRE MEJIA, an individual;  
*Et al.*,

Defendants.

---

**AGREED ORDER DISMISSING CERTAIN CLAIMS**

This cause came before the Court following a settlement between Substituted Party-  
Plaintiff Federal Deposit Insurance Corporation ("FDIC"), as Receiver of Washington Mutual  
Bank ("WaMu") on Count VIII of the Amended Complaint originally filed by WaMu, and  
Defendants Gabriel Martin, P.A. ("Martin P.A.") and Gabriel Martin, Esq. ("Martin")

(collectively, "Martin Defendants"). The Court has reviewed the file and has been advised that FDIC as Receiver for Washington Mutual Bank ("FDIC-Receiver") and the Martin Defendants have entered into a settlement agreement calling for entry of this order and that Counsel of record for the FDIC-Receiver and the Martin Defendants have agreed to entry of this Order. Accordingly, it is Ordered as follows:

1. Count VIII of the Amended Complaint and the claims asserted or that could have been asserted by FDIC-Receiver against the Martin Defendants arising out of the subject matter of this action are hereby dismissed without prejudice. Each of FDIC-Receiver and the Martin Defendants shall bear its/his own costs and fees as against each other.

2. This order shall not affect any other claims in this action, and the Court retains jurisdiction over the remaining claims.

DONE and ORDERED in Chambers in Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2012.

---

CIRCUIT COURT JUDGE

Copies furnished to:

Dora Kaufman, Esq., counsel to the FDIC as Receiver for Washington Mutual Bank  
David S. Garbett, Esq., co-counsel to JPMorgan  
Carlos D. Lerman, Esq., co-counsel to JPMorgan  
Alan L. Landsberg, Esq., counsel to Martin Defendants  
Peter Berlow, Esq., counsel to Nikooie  
Michael S. Perse, Esq., co-counsel to GMAI  
Daniel Jacobazzi  
Dyanne E. Feinberg, Esq., counsel to Adorno & Yoss  
Gregory Martin, Esq., *pro se*  
Jason L. Zabaleta, *pro se*  
George Garcia, *pro se*

**Exhibit F**

IN THE CIRCUIT COURT OF THE  
ELEVENTH JUDICIAL CIRCUIT IN AND  
FOR MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 06-12568 (CA 11)

WASHINGTON MUTUAL BANK, a Federal  
Banking Association,

Plaintiff,

vs.

AADIL BELLAGIO, *et al.*,

Defendants.

---

**AGREED ORDER DISMISSING CERTAIN CLAIMS**

This cause came before the Court following a settlement between Substituted Party-Plaintiff Federal Deposit Insurance Corporation ("FDIC"), as Receiver of Washington Mutual Bank ("WaMu") on Count VIII of the Amended Complaint originally filed by WaMu, and Defendants Gabriel Martin, P.A. ("Martin P.A.") and Gabriel Martin, Esq. ("Martin") (collectively, "Martin Defendants"). The Court has reviewed the file and has been advised that FDIC as Receiver for Washington Mutual Bank ("FDIC-Receiver") and the Martin Defendants have entered into a settlement agreement calling for entry of this order and that Counsel of record for the FDIC-Receiver and the Martin Defendants have agreed to entry of this Order. Accordingly, it is Ordered as follows:

1. Count IX of the Amended Complaint and the claims asserted or that could have been asserted by the FDIC-Receiver against the Martin Defendants arising out of the subject

matter of this action are hereby dismissed without prejudice. Each of FDIC-Receiver and the Martin Defendants shall bear its/his own costs and fees as against each other.

2. This order shall not affect any other claims in this action, and the Court retains jurisdiction over the remaining claims.

DONE and ORDERED in Chambers in Miami-Dade County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2012.

---

CIRCUIT COURT JUDGE

Copies furnished to:

Dora Kaufman, Esq., counsel to the FDIC as Receiver for Washington Mutual Bank  
David S. Garbett, Esq., co-counsel to JPMorgan  
Carlos D. Lerman, Esq., co-counsel to JPMorgan  
Alan L. Landsberg, Esq., counsel to Martin Defendants  
Michael P Woodbury, Esq., Robert P Santiago, Esq., counsel to Bellagio and REO Acquisitions, Inc.,  
Michael Dion and Nancy Dion  
Forest Sygman, Esq.  
Eli Hadad  
South Florida Investment Group, LLC, c/o Eli Hadad, Registered Agent  
Centero Doors & More, Inc., c/o Martha Centeno, Registered Agent  
Jimmy Kakaletris, a/k/a James Kakaletris, a/k/a Dimitrios Kakaletris  
Les C. Shields, Esq., counsel to City Lending Group, Inc. and Asset Management Holdings, Inc.

**Exhibit G**

IN THE UNITED STATES COURT OF APPEALS  
FOR THE ELEVENTH CIRCUIT

CASE NO. 08-17216-F

USDC CASE NO. 07-21467-CV-PAS

MEDMARC CASUALTY INSURANCE  
COMPANY,

Appellant,

vs.

GABRIEL MARTIN, individually, *et al.*,

Appellees.

---

**APPELLANT'S AGREED MOTION TO DISMISS APPEAL**

Plaintiff/Appellant Medmarc Casualty Insurance Company, pursuant to FRAP 42 and 11<sup>th</sup> Cir. R. 42-1(a), moves this Court for entry of an order dismissing this appeal as against Appellee Federal Deposit Insurance Corporation ("FDIC") with prejudice, each side to bear its own costs and fees. In support of its motion, Medmarc would show the Court as follows:

1. Medmarc, FDIC and others have entered a settlement agreement disposing of all disputes between Medmarc and FDIC in this appeal, and

accordingly this appeal is due to be dismissed with prejudice, each side to bear its own costs and fees.

2. Medmarc previously entered confidential settlement agreements with other parties.

3. Undersigned counsel to Medmarc has conferred with counsel to the FDIC and Sterling, who agree with the relief sought in this motion.

Wherefore, Medmarc prays that this Court grant its motion and enter an order dismissing this appeal as against FDIC with prejudice, each side to bear its own costs and fees.

**Hinshaw & Culbertson LLP**  
Attorneys for Medmarc  
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Telephone: (305) 358-7747  
Fax: (305) 577-1063  
Email: [choey@hinshawlaw.com](mailto:choey@hinshawlaw.com)

By: \_\_\_\_\_  
Colleen A. Hoey, FNB 078964

**CERTIFICATE OF SERVICE**

I certify that a copy hereof has been furnished to the parties on the attached service list by mail this \_\_\_ day of May, 2012.

\_\_\_\_\_  
Colleen A. Hoey

SERVICE LIST

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