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LIMS Page 63
Mr. [Redacted]
DIK/Mortgage Fraud

(b)(2)
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11/10/09

Downey Savings/ Johnk Valuation
September 1, 2009
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Settlement Agreement

The matter of Downey Savings v. International Mortgage et al., Superior Court of California, Orange County no. 30-2007-00100421, is settled in full part as follows:

The "Settling Parties" to this settlement are:

- a. Federal Deposit Insurance Corporation, successor in interest to Downey Savings (FDIC);
- b. Johnk Valuation Group, d.b.a. Elite Appraisal Group (Johnk).

(Non-settling party, International Group Mortgage Co., Inc.) [Redacted]

(b)(6)

The Claim is defined by the Complaint, and any cross-complaints, answers and affirmative defenses on file in this action. The Property is defined as 4071 Whitmill Crescent, Roseville, California.

All Settling Parties desire to resolve this Claim as between them. Therefore, the Settling Parties enter into this Settlement Agreement.

1. Johnk shall pay FDIC the sum of \$ 55,000. - (fifty thousand) dollars, no later than October 1, 2009. The check shall be made payable to: Marshack Hays Client Trust Account and sent to: Sean A. Kading Esq., Marshack Hays, 5410 Trabuco Road, Suite 130, Irvine, CA 92620.

2. Additional terms of this settlement are attached as ~~Exhibit A~~ to this Agreement and are incorporated herein as though fully set forth. [Redacted]

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3. The Settling Parties hereby waive all other claims for money owed by any party to this Agreement, arising out of the Claim, including moneys owed under any written or oral agreements, claims for damages or personal property, prior to today, attorneys' and expert fees and costs.

4. All Settling Parties and their agents mutually release one another, and their officers, employees, agents, successors and heirs, from all claims or liabilities, ~~including but not limited to~~ arising out of or related to any matters alleged in the Claim, and any defenses thereto.

5. This settlement is in release of disputed claims. The Settling Parties do not, by this settlement, admit any liability whatsoever for the claims alleged herein, nor do the parties admit to any of the defenses alleged by the other. This settlement is an economic decision of the parties, after full consideration of the costs and risks attendant on proceeding with this matter any further.

~~6. The parties expressly agree that the terms of this settlement are to remain confidential except as to the parties, their counsel, their accountants and/or financial advisers, the Court, the IRS, or as may be required by law. To all other persons, the parties shall only state that they had a dispute, which has been resolved.~~

(including but not limited to the freedom of information act)

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- 7. The parties acknowledge that Claudia Hegadus Long is acting as the neutral mediator, and is not the attorney for either party. The parties agree that they have had the opportunity to be fully advised by counsel of their choice of the ramifications of their decision to settle this matter, including the loss of any right to proceed to a trial to determine their rights and duties in this matter.
- 8. Each side shall bear its own costs and fees in this matter except as set forth in paragraph 9, below.
- 9. This is an ~~admissible, enforceable settlement agreement to the fullest extent allowed by CCP Sect. 684.8 and any other applicable California law.~~ In the event that any action is brought to enforce this Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys fees.
- 10. All Settling Parties hereby knowingly waive the provisions of Civil Code Sect. 1542, whose terms have been explained in full by each parties' counsel, and which states 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."

The parties further understand that upon signature of this document, they have fully and finally settled all claims, known or unknown, potential or realized, between themselves.

- 11. FDIC shall file a dismissal with prejudice of the entire action upon fulfillment of the terms of paragraph 1 of this Agreement. The parties specifically request that the Court retain jurisdiction over this case for enforcement of the settlement.

September 1, 2009

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[Redacted Signature Box]

FDIC
By: Kevin Wheelwright
Section Chief

[Redacted Signature Box]

Johnk Valuation Group
By:
Title:

(b)(6)

Approved as to form:

(b)(6)

[Redacted Signature Box]

By: Sean P. Kading
Attorney for: FDIC

[Redacted Signature Box]

By: K.P. Deantier
Attorney for: Johnk Valuation

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