

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Case No. 10-50494
)	
FAIR FINANCE COMPANY	)	Chapter 7
)	
Debtor.	)	Chief Judge Pat E. Morgenstern-Clarren
)	

MOTION OF TRUSTEE TO APPROVE COMPROMISE
WITH DANIEL S. LAIKIN

Brian A. Bash (the “Trustee”), the duly appointed Chapter 7 Trustee for Fair Finance Company (the “Debtor” or “Fair Finance”) in the above-captioned case, hereby moves for entry of an order, in substantially the form attached hereto as **Exhibit A**, approving the compromise of claims between the Trustee and Daniel S. Laikin for the reasons more fully set forth in the attached memorandum of law. A proposed Order is attached to this Motion as **Exhibit A**. Copies of the proposed Settlement Agreement, executed by the parties in counterparts, are attached to this Motion as **Exhibit B**.

Date: March 3, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

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UNITED STATES BANKRUPTCY COURT
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In re:)	Case No. 10-50494
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**MEMORANDUM IN SUPPORT OF MOTION OF TRUSTEE TO APPROVE
COMPROMISE WITH DANIEL S. LAIKIN**

In support of the Motion of Trustee to Approve Compromise with Daniel S. Laikin (the “**Motion**”),¹ the Trustee states as follows:

I. JURISDICTION

This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 9019 of the Federal Rules of Bankruptcy Procedure. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

II. FACTUAL BACKGROUND

The Trustee and Daniel S. Laikin (“**Laikin**”) are parties to three currently pending lawsuits. In the case of Bash v. Laikin, Adv. Pro. No. 10-5043 (the “**Laikin Case**”), the Trustee seeks damages arising from an alleged breach of Laikin’s obligation to repay a line of credit payable to DC Investments, LLC (“**DCI**”). In the case of Bash v. Fair Finance Co., Adv. Pro. No. 10-5038, now pending in the U.S. District Court for the Northern District of Ohio as Case No.: 5:13-CV-2098-PAG (the “**McKibben Case**”), the Trustee seeks damages from Laikin caused by an alleged conspiracy and breach of fiduciary duty. And finally, in the case of Bash v.

¹ Terms capitalized but not defined herein shall have the meanings ascribed to them in the Motion.

National Union Fire Ins. Co. of Pittsburgh, PA, Adv. Pro. No. 13-5084, through consolidation, the Trustee and Laikin are parties to an insurance proceeds interpleader case in which Laikin has cross-claimed against the Trustee (the “**Interpleader Case**”).²

The Laikin Case is premised upon a variously amended Secured Promissory Note (Line of Credit)(the “**Note**”) payable to DCI (the Debtor’s grandparent company), through which Laikin or his designees received millions of dollars of advances, which are shown as outstanding and unpaid on the lender’s books and records. The Note was allegedly secured by, among other things: (a) BrightPoint stock, pledged to DCI and transferred into an account of Timothy Durham, DCI’s Managing Member, and (b) real estate, including Deeds of Trust, naming DCI as beneficiary. The Deeds of Trust encumbered *Laikin’s interest* in a Malibu, California residence owned jointly with his wife, Jackie B. Laikin (the “**Malibu Property**”), and (ii) Laikin’s personal Hollywood, California residence (the “**Hollywood Property**”).³ Both the Note and the Deeds of Trust were assigned to the Trustee. (*See* Docket No. 188)(Order Granting Motion of Trustee Approving Compromise Among the Trustee, Fair Holdings, Inc. and DC Investments, LLC”).

In the Laikin Case, there is no dispute that the BrightPoint stock was sold by Timothy S. Durham prior to the commencement of this bankruptcy. And during this bankruptcy, the Court entered an Order providing for the sale of the Hollywood Property, and the escrow of net proceeds to be generally distributed by the parties’ joint direction and/or proportionally to the victor in the Laikin Case. (*See* Docket No. 59 in Adv. Pro. No. 10-5043)(Order Approving a

² The interpleader case was brought by the Debtor’s insurer, National Union Fire Ins. Co. of Pittsburgh, Pa., as Adversary Proceeding No. 13-5116. Adversary Proceeding No. 13-5116 was consolidated into Adversary Proceeding No. 13-5084, and the Court directed all pleadings to be filed in Adversary Proceeding No. 13-5084. (*See* Docket No. 82 in Adv. Pro. No. 13-5116).

³ Currently, the Malibu Property is also encumbered by a Long Form Deed of Trust and Assignment of Rents, naming Laikin’s wife, Jackie B. Laikin, as beneficiary.

Joint Motion to Approve Stipulation and Agreement with Respect to Sale of Property). Laikin has strenuously denied liability on the Note, claiming that the proceeds from the sale of the BrightPoint stock, had they been properly applied by Timothy Durham and DCI, would have effectively satisfied Laikin's Note obligations. As the case's docket reflects, the Laikin Case has been vigorously litigated by both the Trustee and Laikin, including through one previous trial and at least two appeal/objection requests to the District Court. It is now scheduled for re-trial, in the Bankruptcy Court, on March, 9, 2015.

The McKibben Case is premised upon Laikin's position as a director of the Debtor from 2006 through 2008. The case alleges a conspiracy amongst former officers and directors of Fair Finance and a breach of fiduciary duty by Laikin in carrying out his duties as a director. In the McKibben Case, the Trustee has already reached a compromise – by either payment, assignment, or agreed judgment – against most other defendants, including Timothy Durham, Keith Schaffter, Rick Snow, and Jeffrey Eglen. (*See* Docket Nos. 1416 (Order Granting Motion to Compromise) and 1645 (Order Granting Motion to Approve Compromise under Rule 9019 Motion of Trustee to Approve Assignment Agreement and Compromise of Claims against Timothy Durham in the McKibben Litigation)). In the McKibben Case, Laikin has also strenuously denied liability. Laikin claims that while he was a director of Fair Finance, he neither participated in nor was even aware of any of the decisions made by Timothy Durham and James Cochran that the Trustee asserts led to the insolvency of Fair Finance. Like the Laikin Case, the McKibben Case has been vigorously litigated by both the Trustee and Laikin, including through summary judgment and withdrawal of the reference by the District Court. Objections to Reports and Recommendations regarding summary judgment motions, filed by certain non-settling defendants in the McKibben Case, are now pending before District Judge Gaughan.

The Interpleader Case involves an insurance policy issued by National Union Fire Insurance Company of Pittsburgh, PA (“**National Union**”), which provided insurance coverage to directors and officers of Fair Finance, including defendants in the McKibben Case. That insurance policy spawned two separate adversary proceedings: (1) a creditor’s bill brought by the Trustee, Adversary Proceeding No. 13-5084, and (2) the Interpleader Case brought by National Union, Adversary Proceeding No. 13-5116. Laikin cross-claimed against the defendants in Adversary Proceeding No. 13-5116, including the Trustee. Eventually, National Union was permitted to deposit all remaining policy proceeds with the Clerk of Courts, was dismissed from the case, and Laikin was realigned as the Plaintiff. (*See* Docket Nos. 44 (Order For Deposit And Investment Of Funds) and 45 (Agreed Order) in Adversary Proceeding No. 13-5116, and Docket No. 14 in District Court Case No.: 5:13-CV-0298 (Order and Memorandum of Pre-Trial Conference held on December 5, 2013). In addition, Adversary Proceeding Number 13-5116 was consolidated into Adversary Proceeding Number 13-5084, and an Agreed Order was entered in which the policy insureds allocated the policy proceeds amongst themselves. (*See* Docket Nos. 45 (Agreed Order) and 82 (Order) in Adversary Proceeding No. 13-5116.) Pursuant to that Agreed Order, the Court has ordered distribution of a portion of the allocated, interpleaded insurance policy proceeds to fund settlements by some settling defendants in the McKibben Case. (*See, e.g.*, Docket No. 1416 (Order Granting Motion to Compromise)).

The proposed settlement would resolve all claims between the Trustee and Laikin, and would result in the Stipulated Dismissal of the Laikin Case, Laikin’s dismissal from the McKibben Case, and the Trustee’s dismissal as a cross-claim defendant in the Interpleader Case. The proposed Settlement Agreement provides for Laikin’s structured payment of a total sum of \$3,496,374.46 to the Trustee. The Trustee’s willingness to accept this payment is informed by

the Trustee's receipt, careful consideration of, and reliance upon a sworn Personal Financial Statement provided by Laikin. A consideration of that Personal Financial Statement makes it highly doubtful that Laikin would be able to fund and pay any judgment greater than the settlement payment amount. Consequently, upon review and due consideration of the evidence submitted by Laikin, the Trustee is willing to accept a structured settlement in the total amount of \$3,496,374.46 in exchange for the settlement of the claims between the Trustee and Laikin, subject to this Court's approval of the proposed Settlement Agreement.

For the reasons that follow, the Trustee submits that this proposed compromise is fair, reasonable, and in the best interests of the estate.

III. LAW & ARGUMENT

A. The Applicable Standard under Rule 9019.

Rule 9019(a) of the Federal Rules of Bankruptcy Procedure provides that "[o]n motion by the trustee and after notice and a hearing, the court may approve a compromise or settlement."

Compromises are favored in bankruptcy cases. *In re Leeway Holding Co.*, 120 B.R. 881, 891 (Bankr. S.D. Ohio 1990); *Magill v. Springfield Marine Bank (In re Heissinger Resources, Ltd.)*, 67 B.R. 378, 383 (C.D. Ill. 1986). The decision to approve a settlement or compromise lies within the discretion of the Court and is warranted where the settlement is found to be reasonable and fair in light of the particular circumstances of the case. *Protective Comm. for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson (In re TMT Trailer Ferry, Inc.)*, 390 U.S. 414, 424-25 (1968); *International Distrib. Centers, Inc. v. Talcott, Inc. (In re International Distribution Centers, Inc.)*, 103 B.R. 420, 422 (S.D.N.Y. 1989); *In re Texaco*, 84 B.R. 893, 901 (Bankr. S.D.N.Y. 1988), *appeal dismissed*, 92 B.R. 38 (S.D.N.Y. Sep 28, 1988); *In re Albert-Harris, Inc.*, 313 F.2d 447, 449 (6th Cir. 1963); *In re Parkview Hospital-*

Osteopathic Medical Center, 211 B.R. 603 (Bankr. N.D. Ohio 1996); *In re Victoria Alloys, Inc.*, 261 B.R. 918, 920 (Bankr. N.D. Ohio 2001); *In re SIS Corp.*, 108 B.R. 608, 612 (Bankr. N.D. Ohio 1989).

In determining whether a settlement is reasonable, a court should consider the following factors:

- a. The probability of success in litigation;
- b. The difficulty in collecting any judgment which may be obtained;
- c. The complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attendant to it; and
- d. The interests of creditors and equity holders and a proper deference to their reasonable views of the settlement.

See In re Martin, 91 F.3d 389, 393 (3d Cir. 1996); *In re Drexel Burnham Lambert Group, Inc.*, 960 F.2d 285, 292 (2d Cir. 1992), *cert. denied*, 506 U.S. 1088 (1993); *TMT Trailer*, 390 U.S. at 424-25; *In re A & C Properties*, 784 F.2d 1377, 1381 (9th Cir. 1986), *cert. denied*, 479 U.S. 854 (1986); *In re Swallen's, Inc.*, 210 B.R. 128 (Bankr. S.D. Ohio 1997); *In re McLean Indus., Inc.*, 84 B.R. 340, 344 (Bankr. S.D.N.Y. 1988); *In re Carla Leather, Inc.*, 44 B.R. 457, 466 (Bankr. S.D.N.Y. 1985), *aff'd*, 50 B.R. 764 (S. D. N. Y. 1985).

Bankruptcy courts should approve a proposed settlement, after an independent review and evaluation of the applicable principles of bankruptcy law, unless it “fall[s] below the lowest point in the range of reasonableness.” *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983), *cert. denied*, 464 U.S. 822 (1983) (citations omitted) (*quoting Newman v. Stein*, 464 F.2d. 689, 693 (2d Cir. 1972), *cert. denied*, 409 U.S. 1039 (1972)); *see also In re Tennol Energy Co.*, 127 B.R. 820 (Bankr. E.D. Tenn. 1991); *In the Matter of Energy Cooperative, Inc.*, 886 F.2d 921 (7th

Cir. 1989); *In re Dow Corning Corp.*, 198 B.R. 214 (Bankr. E.D. Mich. 1996). Under *TMT Trailer*, courts should seek to balance the probable benefit and potential cost of pursuing a claim or defense against the costs of the proposed settlement. The Court is not required to conduct a “mini-trial” on the merits of the underlying causes of action being settled. *In re Blair*, 538 F.2d 849 (9th Cir. 1976); *see also In re Walsh Construction, Inc.*, 669 F.2d 1325 (9th Cir. 1982).

Accordingly, courts generally give considerable deference to a trustee’s recommendation of a proposed compromise and settlement. *See Rivercity v. Herpel (In re Jackson Brewing Co.)*, 624 F.2d 599, 604 (5th Cir. 1980) (affirming district court’s reliance on trustee’s evaluation of merits of claim); *In re Blair*, 538 F.2d at 851, n.1 (affirming district court’s reliance on trustee’s conclusory statements in recommending settlement). Indeed, courts should give weight to a trustee’s informed judgment that a compromise is fair and equitable to the estate. *See International Distrib. Centers, Inc.*, 103 B.R. at 423; and *In re Carla Leather, Inc.*, 44 B.R. at 465.

B. The Proposed Compromise Satisfies the Rule 9019 Standard.

The Trustee respectfully submits that the compromise to be achieved by the proposed Settlement Agreement easily satisfies the standards for approval and, therefore, should be approved under Rule 9019.

As noted above, the proposed settlement provides for a structured total settlement payment in the amount of \$3,496,374.46 (the “**Settlement Payment**”). The Settlement Payment will be made in three installments: (1) with an immediate court-ordered distribution of Laikin’s share of the allocated, interpleaded insurance proceeds from the Interpleader Case, amounting to \$128,922.17, (2) with an immediate distribution to the Trustee of escrowed sale proceeds from the Hollywood Property, amounting to \$1,197,452.29, and (3) with a final

payment of \$2,170,000.00 within 240 days after the Court approves this Motion. The final settlement payment will be secured by a valid first Deed of Trust on both Laikin's *and* his wife's interest in the Malibu Property (Cher's former home), with Jackie B. Laikin's extant Long Form Deed of Trust and Assignment of Rents subordinated to the Trustee's Deed.

Based upon the terms outlined above and in the Settlement Agreement attached hereto as Exhibit B, and based upon Laikin's sworn Personal Financial Statement, the Trustee, in his business judgment, has determined that the settlement with Laikin will benefit the estate more than continued litigation. The Trustee considered the following factors in determining to compromise the claims at issue in exchange for the Settlement Payment:

(1) The costs to the estate of pursuing the disputed claims in the Laikin Case and McKibben Case, when measured against the benefit of receiving a settlement payment of \$1,326,374.46 immediately, without further litigation, and a secured additional \$2,170,000.00 payment within 240 days;

(2) The benefit to the estate of obtaining a settlement at this stage of the litigation without any further delay and the considerable litigation expense attendant to such a delay;

(3) The limited financial means of Laikin, demonstrated by his certified Personal Financial Statement submitted to the Trustee; and

(4) Laikin's inability to pay a judgment greater than the Settlement Payment should either the Laikin Case or McKibben case result in a significant judgment against Laikin.

Further litigation of the adversary proceedings would involve significant investment of fees and costs which the Trustee believes would, at a minimum, continue into the next two calendar years in light of likely potential appeals. In the event the Trustee's claims are ultimately proven at trial and affirmed on appeal, it is the Trustee's informed judgment that the

estate would have great difficulty collecting any judgment that the Trustee may obtain against Laikin that is in excess of the Settlement Payment. And, of course, logic dictates that Laikin's financial condition would be adversely affected by continued litigation expenses, further diminishing any potential assets recoverable by the Trustee after trial and appeal. In short, even if there is a high probability of a multi-million dollar judgment in, for instance, the Laikin Case; it would be difficult if not impossible to collect any judgment amount obtained in excess of the Settlement Payment, and it would be very expensive and time-consuming for the Trustee to pursue such a judgment. Consequently, the Trustee believes the uncertainties and risks inherent in taking these matters to trial counsel in favor of settlement, particularly when measured against Laikin's readily collectible assets.

In sum, the Trustee submits that the proposed compromise is reasonable and in the best interests of the estate and creditors. Accordingly, the Trustee recommends approval of the compromise on the terms set forth in the Settlement Agreement.

Having provided notice of the Motion to (a) the Office of the United States Trustee, (b) counsel to the Petitioning Creditors, (c) Laikin, and (d) all parties who have requested notice, the Trustee requests and submits that, under the circumstances, no other or further notice need be given.

WHEREFORE, the Trustee respectfully requests that this Court enter an Order, in substantially the form attached hereto as **Exhibit A**, (i) granting the Motion; (ii) approving the compromise on the terms set forth in the Settlement Agreement; and (iii) authorizing and directing the parties to take all actions necessary or incidental to performance under the Settlement Agreement.

Date: March 3, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

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MOTION TO COMPROMISE EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:	)	Case No. 10-50494
)	
FAIR FINANCE COMPANY	)	Chapter 7
)	
Debtor.	)	Chief Judge Pat E. Morgenstern-Clarren
)	

ORDER APPROVING COMPROMISE OF CLAIMS BY THE TRUSTEE
AGAINST DANIEL S. LAIKIN

This matter having been presented to the Court upon the Motion of Trustee to Approve Compromise With Daniel S. Laikin (the “**Motion**”),¹ and upon the Memorandum of Law In Support of the Motion; and the Court having considered the Motion, and it appearing that the compromise is in the best interest of the Debtor’s estate and creditors, and after due deliberation and consideration of the facts and circumstances therein:

It is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. The Motion is **GRANTED** in its entirety.
2. The notice of the Motion was adequate and sufficient under the circumstances.
3. The compromise is hereby approved in accordance with the terms and conditions set

¹ Terms capitalized but not defined herein shall have the meanings ascribed to them in the Motion and the Memorandum of Law in Support of the Motion.

forth in the Settlement Agreement attached to the Motion.

4. The parties are hereby authorized and directed, without further order of this Court, to take all actions necessary or incidental to performance under the Settlement Agreement and to implement and effectuate this Order.

5. The Court shall retain jurisdiction with respect to all matters arising from or related to the Settlement Agreement and the implementation of this Order.

IT IS SO ORDERED.

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Submitted by,

/s/ Breaden M. Douthett

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Counsel for the Trustee

MOTION TO COMPROMISE EXHIBIT B

Settlement Agreement & Release

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "**Settlement Agreement**") is made and entered into this 2nd day of March, 2015, among Brian A. Bash, in his capacity as the Chapter 7 Trustee (the "**Trustee**") for Fair Finance Company ("**Fair Finance**" or the "**Debtor**") in the Chapter 7 Bankruptcy Proceeding pending in the United States Bankruptcy Court for the Northern District of Ohio (the "**Bankruptcy Court**") as case no. 10-50494 and Daniel S. Laikin (the "**Defendant**" or "**Daniel Laikin**") and Jackie B. Laikin.

WHEREAS, the Trustee commenced an adversary proceeding against Defendant in the Bankruptcy Court, pending as adversary proceeding no. 10-5043 (the "**Laikin Case**") in which the Trustee seeks damages arising from an alleged breach of Defendant's obligation to pay a Secured Promissory Note (Line of Credit), payable to DC Investments, LLC, as amended (the "**Note**"); and

WHEREAS, the Note was allegedly secured by, among other things, a certain Deed of Trust (the "**DCI Deed of Trust**") dated July 30, 2004 wherein Gary D. Sallee was named as the trustee, and DC Investments, LLC was named as the beneficiary, which Deed of Trust was recorded on May 20, 2010 as Instrument No. 20100688359 in the Office of the Recorder of Los Angeles County, California and which encumbered certain real property situated at 29149 Cliffside Drive in the City of Malibu, Los Angeles County, California (the "**Malibu Property**"); and

WHEREAS, on June 16, 2010, the Bankruptcy Court issued an Order approving a June 13, 2010 Compromise and Assignment Agreement between the Trustee and DC Investments, LLC, pursuant to which, and through a Bill of Sale and General Assignment, DC Investments, LLC assigned to the Trustee its assets, including the Note and the DCI Deed of Trust; and

WHEREAS, the Malibu Property is also encumbered by a certain Long Form Deed of Trust and Assignment of Rents (the "**Jackie B. Laikin Deed of Trust**") wherein Fidelity National Title Company was named as the Trustee and Jackie B. Laikin, Daniel Laikin's wife, was named as the beneficiary, which Long Form Deed of Trust and Assignment of Rents was recorded on February 27, 2012 as Instrument No. 20120269772 in the Office of the Recorder of Los Angeles County, California; and

WHEREAS, on June 2, 2011, the Bankruptcy Court in the Laikin Case issued an Order Approving a Joint Motion to Approve Stipulation and Agreement with Respect to Sale of Property, pursuant to which the Trustee and Jackie B. Laikin, as attorney in fact for Daniel Laikin, entered into an Escrow Agreement (the "**Escrow Agreement**"); and

WHEREAS, pursuant to the Escrow Agreement, funds were deposited with MB Escrow, Inc. (the "**Escrow Agent**"), and now total the sum of One Million, One Hundred Ninety-Seven Thousand, Four-Hundred Fifty-Two Dollars and Twenty-Nine Cents (\$1,197,452.29) ("**Escrow Funds**") which, pursuant to the Escrow Agreement, may be distributed in accordance with the joint written direction of Jackie B. Laikin and the Trustee; and

WHEREAS, the Trustee has also claimed damages caused by an alleged conspiracy and breach of fiduciary duty by Laikin in another adversary proceeding against Laikin in the Bankruptcy Court,

identified as adversary proceeding no. 10-5038, which is now pending in the U.S. District Court for the Northern District of Ohio as case no. 5:13-CV-02098-PAG (the "**McKibben Case**"); and

WHEREAS, Fair Finance maintained an insurance policy numbered 04-188-65-80 through National Union Fire Insurance Company of Pittsburgh, PA ("**National Union**"), the proceeds of which are the subject of an interpleader action in the Bankruptcy Court, brought as adversary proceeding no. 13-5116 and, through consolidation, now pending as adversary proceeding no. 13-5084, in which Daniel Laikin cross-claimed against the Trustee (the "**Interpleader Case**"); and

WHEREAS, in the Interpleader Case, National Union delivered \$989,344.25 to the Clerk of the Bankruptcy Court ("**Interpleaded Funds**"), and the Bankruptcy Court entered an Agreed Order on October 25, 2013 in which the insureds allocated One-Hundred Twenty-Eight Thousand, Nine-Hundred Twenty-Two Dollars and Seventeen Cents (\$128,922.17) of the Interpleaded Funds to Laikin (the "**Laikin Interpleaded Funds**"); and

WHEREAS, Defendant and the Trustee dispute liability on claims brought against them in the Laikin Case, the McKibben Case and the Interpleader Case (collectively, the "**Litigation**"); and

WHEREAS, Defendant has submitted evidence of his financial condition to the Trustee through a sworn personal financial statement, and upon review, due consideration of and in reliance on such evidence, the Trustee is willing to accept payment from Defendant in exchange for the settlement of claims; and

WHEREAS, the parties desire to enter into this Settlement Agreement and Release in order to provide for full settlement and discharge of all claims either the Trustee or Daniel Laikin has or may have against each other; and

WHEREAS, the parties understand that the Trustee must file a motion with the Bankruptcy Court for authority to compromise on the terms set forth in this Settlement Agreement, and that this Settlement Agreement may only become effective upon Final Approval (hereinafter defined) of an order by the Bankruptcy Court approving the compromise on the terms set forth in this Settlement Agreement (the "**Compromise Order**").

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Settlement Payments.** Defendant shall pay and cause to be paid to the Trustee the total sum of Three-Million, Four-Hundred Ninety-Six Thousand, Three-Hundred Seventy-Four Dollars and Forty-Six Cents (\$3,496,374.46) (the "**Settlement Payment**"). The Settlement Payment is comprised of the Laikin Interpleaded Funds (\$128,922.17), the Escrow Funds (\$1,197,452.29), and a final payment of Two-Million, One-Hundred Seventy Thousand Dollars (\$2,170,000.00), which sums the Defendant has promised to pay or cause to be paid.

(a) Immediately upon Final Approval (as hereinafter defined) of the Compromise Order, and in order to effect the payment of the Laikin Interpleaded Funds, Defendant shall, in full cooperation with the Trustee, undertake any acts reasonably necessary to assure the prompt payment of the Laikin Interpleaded Funds (\$128,922.17) by check payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114. Defendant's cooperation and acts shall include, without limitation, his consent, hereby deemed given, for the Trustee to seek, upon Final Approval of the Compromise Order, the Laikin Interpleaded Funds without hindrance or encumbrance and to file the Joint Motion for Disbursement and Directing Distribution of Funds Pursuant to Compromise Order, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Written Direction
for Distribution
of Escrow Funds

EAB

(b) Immediately upon Final Approval (as hereinafter defined) of the Compromise Order, and in order to effect the payment of the Escrow Funds, Defendant and his wife Jackie B. Laikin shall, in full cooperation with the Trustee, undertake any acts reasonably necessary to assure the prompt payment of the Escrow Funds (\$1,197,452.29) by check payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114. Defendant's cooperation and acts shall include, without limitation, the delivery to the Trustee, simultaneously with Defendant's executed version of this Settlement Agreement, of an executed and notarized Joint Written Direction for Distribution of Escrow Funds, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The delivery of the executed and notarized Joint ~~Payment Authorization~~ constitutes the signers' consent for the Trustee to seek and obtain unhindered and unencumbered payment of the Escrow Funds upon Final Approval of the Compromise Order.

(c) Within 240 calendar days after the Effective Date of the Compromise Order, Defendant shall pay to the Trustee, in addition to the amounts specified in paragraphs 1(a)-(b) above, the additional sum of Two Million One Hundred Seventy Thousand Dollars (\$2,170,000.00) (the "Final Settlement Payment") by certified or cashier's check, payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114.

2. **Security for Final Settlement Payment.** Daniel Laikin hereby acknowledges the validity of the DCI Deed of Trust, as amended to secure the Final Settlement Payment and also to encumber the interest of Jackie B. Laikin in the Malibu Property. Simultaneously with the delivery to the Trustee of Defendant's executed version of this Settlement Agreement, Defendant shall also deliver to the Trustee a fully executed and notarized: (a) First Amendment to Deed of Trust, attached hereto as Exhibit C and incorporated herein by reference, and (b) Subordination Agreement, attached hereto as Exhibit D and incorporated herein by reference. On or after the Effective Date, the Trustee is hereby authorized to record the items identified in 2(a) and (b). Upon receipt

of the Final Settlement Payment the Trustee will execute and deliver to Defendant a satisfaction of the DCI Deed of Trust in recordable form satisfactory to Defendant.

3. **Warranties.** Defendant warrants that: (a) apart from any information that may appear on the Bankruptcy Court's official docket in adversary proceeding nos. 13-5084 and 13-5116, he is aware of no valid claims to or encumbrances upon the Laikin Interpleaded Funds; (b) apart from the Continuing Lien referenced in Section 3 of the Escrow Agreement, he and his wife Jackie B. Laikin are aware of no claims to or encumbrances upon the Escrow Funds; and (c) that neither Defendant, his wife Jackie B. Laikin or their agents, nor anyone acting on their behalf or in concert with them, will seek to claim or encumber the Laikin Interpleaded Funds or the Escrow Funds, or seek to subordinate the DCI Deed of Trust. In turn, the Trustee warrants that he is presently aware of no claims (asserted or unasserted) against the children of Defendant and his wife Jackie B. Laikin, namely, Adam Laikin, Alexander Laikin, and Cassidy Laikin.
4. **Effectiveness Upon Final Approval.** Within two (2) calendar days after this Settlement Agreement is fully executed, the Trustee shall file an appropriate motion with the Bankruptcy Court for authority to compromise the claims and causes of action in the Litigation on the terms set forth in this Settlement Agreement. This Settlement Agreement shall become effective and be binding on the date ("**Effective Date**") that: (a) an order is entered by the Bankruptcy Court in the records of the Debtor's bankruptcy case approving the compromise on the terms set forth in this Settlement Agreement ; and (b) the fourteen-day period within which any person or entity timely may appeal from such order shall have expired and no appeal shall have been timely commenced or, if an appeal is timely commenced, the Compromise Order has been affirmed or such appeal has been ordered dismissed by the highest court of competent jurisdiction to which such appeal is taken ("**Final Approval**").
5. **Mutual Releases.** The following mutual releases shall be effective only upon Final Approval of this Settlement Agreement:
 - (a) **Release by the Trustee of Defendant:** Except for claims arising out of this Settlement Agreement, and upon the Trustee's receipt of the Laikin Interpleaded Funds and Escrow Funds, the Trustee, on behalf of himself, the Debtor and its estate (the "**Trustee Releasing Parties**"), hereby fully, finally and forever releases, acquits and discharges Defendant, his wife Jackie B. Laikin, and their respective employees, agents, representatives, professionals, trustees, beneficiaries, attorneys, insurers, assigns and successors (the "**Defendant Released Parties**") from any and all claims, demands, obligations, judgments, actions, causes of action and/or liabilities for injuries, losses, damages and/or compensation of any nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, which the Trustee Releasing Parties ever had, now have, or may have against the Defendant Released Parties, including but not limited to any claims that were or could have been brought in the Litigation.
 - (b) **Release by Defendant of the Trustee:** Except for claims arising out of this Settlement Agreement, Defendant and his wife Jackie B. Laikin and their

respective employees, agents, assigns and successors (the "**Defendant Releasing Parties**") hereby fully, finally and forever release, acquit and discharge the Trustee and the Trustee's agents, representatives, professionals, trustees, attorneys, insurers, assigns and successors, and the Debtor and its estate (the "**Trustee Released Parties**") from any and all claims, demands, obligations, judgments, actions, causes of action and/or liabilities for injuries, losses, damages and/or compensation of any nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, which the Defendant Releasing Parties ever had, now have, or may have against the Trustee Released Parties, including but not limited to the claims that were or could have been brought in the Litigation. In addition, Defendant is hereby deemed to have waived any right that he otherwise may or would have to assert a claim in the Debtor's bankruptcy case pursuant to 11 U.S.C. § 502 arising from the Settlement Payment.

6. **Dismissal of Litigation.** Within ten (10) calendar days of the Trustee's receipt of the Laikin Interpleaded Funds and Escrow Funds, the Trustee and Laikin shall take such action as is necessary to dismiss their claims against each other in the Litigation with prejudice. Barring unforeseen developments, it is anticipated that Trustee shall file, and Laikin hereby consents to have filed: (a) in the Laikin Case, the Stipulation of Dismissal, attached hereto as Exhibit E and incorporated herein by reference, (b) in the McKibben Case, the Joint Motion for Dismissal of Claims against Daniel S. Laikin, With Prejudice, Pursuant to Approved Settlement Agreement, attached hereto as Exhibit F and incorporated herein by reference, and (c) in the Interpleader Case, the Joint Motion for Dismissal of Cross-claim against Brian A. Bash, Chapter 7 Trustee, With Prejudice, Pursuant to Approved Settlement Agreement, attached hereto as Exhibit G and incorporated herein by reference.
7. **No Admissions.** It is understood that this settlement is a compromise of disputed claims and that the payment of the Settlement Payment made hereunder is not to be construed as an admission of any liability other than those that may be acknowledged in this Settlement Agreement. Further, although acknowledging the validity of the DCI Deed of Trust, as amended, for purposes of this Settlement Agreement, Defendant reserves the right to challenge the validity of the DCI Deed of Trust in the event this Settlement Agreement is determined to be unlawful, invalid or unenforceable, or is not subject to Final Approval for any reason.
8. **Tolling Agreement.** In the event this Settlement Agreement is vacated or set aside for any reason, or in the event that Defendant does not timely pay the Settlement Payment as required by Paragraph 1 of this Settlement Agreement, the parties agree that all statutes of limitations applicable to any and all claims asserted in the Litigation shall be tolled from the date of this Settlement Agreement and shall remain tolled for one hundred eighty (180) days from the date on which the Settlement Agreement is vacated or set aside or from the date the Final Settlement Payment was due and payable. Nothing in this provision shall be construed as an admission by any party that any claims have or have not been barred, or are about to be barred, by any applicable statute of limitations.

9. **Acknowledgment and Authority.** The parties to this Settlement Agreement acknowledge that each has read this Settlement Agreement and that the execution hereof is not induced by any representation other than as expressly contained herein, that the person executing this Settlement Agreement on behalf of the respective party has been duly authorized to execute and deliver this Settlement Agreement and that this Settlement Agreement is the legally binding obligation of such party.
10. **Choice of Law and Venue.** Except for the First Amendment to Deed of Trust and Subordination Agreement, attached respectively as Exhibits C and D, which shall be governed by the law of the State where the property is located, this Settlement Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and to be performed in Ohio, without regard to conflict of law principles. The parties further agree that the United States Bankruptcy Court for the Northern District of Ohio has jurisdiction over any disputes arising out of this Settlement Agreement, including, without limitation, disputes regarding its enforcement, construction and interpretation.
11. **Integration.** This Settlement Agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes and extinguishes any and all prior oral and/or written agreements between the parties concerning the subject matter of this agreement.
12. **Written Modifications Only.** This Settlement Agreement may only be modified or amended through a written document signed by both parties to this Settlement Agreement.
13. **Construction.** No provision of this Settlement Agreement shall be interpreted or construed against any party hereto because such party or its legal representative drafted such provision. The terms of this Settlement Agreement are contractual and are not mere recitals.
14. **Survivability.** If any provision of this Settlement Agreement is determined to be unlawful, invalid or unenforceable for any reason, the remaining provisions shall continue to be binding upon all the parties.
15. **Successors, Heirs and Assigns.** This Settlement Agreement is binding on the successors, heirs and assigns of the parties to this Agreement.
16. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

forth above.

forth above.

Bob Smith, Treasurer

.....

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2015, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

STATE OF CALIFORNIA)
)
COUNTY OF _____) ss.

On _____, 2015, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

NOTARY PUBLIC

[SEAL]

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 2nd day of March, 2015, among Brian A. Bash, in his capacity as the Chapter 7 Trustee (the "Trustee") for Fair Finance Company ("Fair Finance" or the "Debtor") in the Chapter 7 Bankruptcy Proceeding pending in the United States Bankruptcy Court for the Northern District of Ohio (the "Bankruptcy Court") as case no. 10-50494 and Daniel S. Laikin (the "Defendant" or "Daniel Laikin") and Jackie B. Laikin.

WHEREAS, the Trustee commenced an adversary proceeding against Defendant in the Bankruptcy Court, pending as adversary proceeding no. 10-5043 (the "Laikin Case") in which the Trustee seeks damages arising from an alleged breach of Defendant's obligation to pay a Secured Promissory Note (Line of Credit), payable to DC Investments, LLC, as amended (the "Note"); and

WHEREAS, the Note was allegedly secured by, among other things, a certain Deed of Trust (the "DCI Deed of Trust") dated July 30, 2004 wherein Gary D. Sallee was named as the trustee, and DC Investments, LLC was named as the beneficiary, which Deed of Trust was recorded on May 20, 2010 as Instrument No. 20100688359 in the Office of the Recorder of Los Angeles County, California and which encumbered certain real property situated at 29149 Cliffside Drive in the City of Malibu, Los Angeles County, California (the "Malibu Property"); and

WHEREAS, on June 16, 2010, the Bankruptcy Court issued an Order approving a June 13, 2010 Compromise and Assignment Agreement between the Trustee and DC Investments, LLC, pursuant to which, and through a Bill of Sale and General Assignment, DC Investments, LLC assigned to the Trustee its assets, including the Note and the DCI Deed of Trust; and

WHEREAS, the Malibu Property is also encumbered by a certain Long Form Deed of Trust and Assignment of Rents (the "Jackie B. Laikin Deed of Trust") wherein Fidelity National Title Company was named as the Trustee and Jackie B. Laikin, Daniel Laikin's wife, was named as the beneficiary, which Long Form Deed of Trust and Assignment of Rents was recorded on February 27, 2012 as Instrument No. 20120269772 in the Office of the Recorder of Los Angeles County, California; and

WHEREAS, on June 2, 2011, the Bankruptcy Court in the Laikin Case issued an Order Approving a Joint Motion to Approve Stipulation and Agreement with Respect to Sale of Property, pursuant to which the Trustee and Jackie B. Laikin, as attorney in fact for Daniel Laikin, entered into an Escrow Agreement (the "Escrow Agreement"); and

WHEREAS, pursuant to the Escrow Agreement, funds were deposited with MB Escrow, Inc. (the "Escrow Agent"), and now total the sum of One Million, One Hundred Ninety-Seven Thousand, Four-Hundred Fifty-Two Dollars and Twenty-Nine Cents (\$1,197,452.29) ("Escrow Funds") which, pursuant to the Escrow Agreement, may be distributed in accordance with the joint written direction of Jackie B. Laikin and the Trustee; and

WHEREAS, the Trustee has also claimed damages caused by an alleged conspiracy and breach of fiduciary duty by Laikin in another adversary proceeding against Laikin in the Bankruptcy Court,

identified as adversary proceeding no. 10-5038, which is now pending in the U.S. District Court for the Northern District of Ohio as case no. 5:13-CV-02098-PAG (the "McKibben Case"); and

WHEREAS, Fair Finance maintained an insurance policy numbered 04-188-65-80 through National Union Fire Insurance Company of Pittsburgh, PA ("National Union"), the proceeds of which are the subject of an interpleader action in the Bankruptcy Court, brought as adversary proceeding no. 13-5116 and, through consolidation, now pending as adversary proceeding no. 13-5084, in which Daniel Laikin cross-claimed against the Trustee (the "Interpleader Case"); and

WHEREAS, in the Interpleader Case, National Union delivered \$989,344.25 to the Clerk of the Bankruptcy Court ("Interpleaded Funds"), and the Bankruptcy Court entered an Agreed Order on October 25, 2013 in which the insureds allocated One-Hundred Twenty-Eight Thousand, Nine-Hundred Twenty-Two Dollars and Seventeen Cents (\$128,922.17) of the Interpleaded Funds to Laikin (the "Laikin Interpleaded Funds"); and

WHEREAS, Defendant and the Trustee dispute liability on claims brought against them in the Laikin Case, the McKibben Case and the Interpleader Case (collectively, the "Litigation"); and

WHEREAS, Defendant has submitted evidence of his financial condition to the Trustee through a sworn personal financial statement, and upon review, due consideration of and in reliance on such evidence, the Trustee is willing to accept payment from Defendant in exchange for the settlement of claims; and

WHEREAS, the parties desire to enter into this Settlement Agreement and Release in order to provide for full settlement and discharge of all claims either the Trustee or Daniel Laikin has or may have against each other; and

WHEREAS, the parties understand that the Trustee must file a motion with the Bankruptcy Court for authority to compromise on the terms set forth in this Settlement Agreement, and that this Settlement Agreement may only become effective upon Final Approval (hereinafter defined) of an order by the Bankruptcy Court approving the compromise on the terms set forth in this Settlement Agreement (the "Compromise Order").

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Settlement Payments.** Defendant shall pay and cause to be paid to the Trustee the total sum of Three-Million, Four-Hundred Ninety-Six Thousand, Three-Hundred Seventy-Four Dollars and Forty-Six Cents (\$3,496,374.46) (the "Settlement Payment"). The Settlement Payment is comprised of the Laikin Interpleaded Funds (\$128,922.17), the Escrow Funds (\$1,197,452.29), and a final payment of Two-Million, One-Hundred Seventy Thousand Dollars (\$2,170,000.00), which sums the Defendant has promised to pay or cause to be paid.

(a) Immediately upon Final Approval (as hereinafter defined) of the Compromise Order, and in order to effect the payment of the Laikin Interpleaded Funds, Defendant shall, in full cooperation with the Trustee, undertake any acts reasonably necessary to assure the prompt payment of the Laikin Interpleaded Funds (\$128,922.17) by check payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114. Defendant's cooperation and acts shall include, without limitation, his consent, hereby deemed given, for the Trustee to seek, upon Final Approval of the Compromise Order, the Laikin Interpleaded Funds without hindrance or encumbrance and to file the Joint Motion for Disbursement and Directing Distribution of Funds Pursuant to Compromise Order, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

(b) Immediately upon Final Approval (as hereinafter defined) of the Compromise Order, and in order to effect the payment of the Escrow Funds, Defendant and his wife Jackie B. Laikin shall, in full cooperation with the Trustee, undertake any acts reasonably necessary to assure the prompt payment of the Escrow Funds (\$1,197,452.29) by check payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114. Defendant's cooperation and acts shall include, without limitation, the delivery to the Trustee, simultaneously with Defendant's executed version of this Settlement Agreement, of an executed and notarized Joint Written Direction for Distribution of Escrow Funds, a copy of which is attached hereto as Exhibit B and incorporated herein by reference. The delivery of the executed and notarized Joint ~~Payment Authorization~~ constitutes the signers' consent for the Trustee to seek and obtain unhindered and unencumbered payment of the Escrow Funds upon Final Approval of the Compromise Order.

Written Direction
for Distribution
of Escrow Funds

DSL

(c) Within 240 calendar days after the Effective Date of the Compromise Order, Defendant shall pay to the Trustee, in addition to the amounts specified in paragraphs 1(a)-(b) above, the additional sum of Two Million One Hundred Seventy Thousand Dollars (\$2,170,000.00) (the "Final Settlement Payment") by certified or cashier's check, payable to "Brian A. Bash, Trustee for Fair Finance Company" and delivered to Breaden Douthett, Baker & Hostetler LLP, 1900 East 9th Street, Suite 3200, Cleveland, Ohio 44114.

2. Security for Final Settlement Payment. Daniel Laikin hereby acknowledges the validity of the DCI Deed of Trust, as amended to secure the Final Settlement Payment and also to encumber the interest of Jackie B. Laikin in the Malibu Property. Simultaneously with the delivery to the Trustee of Defendant's executed version of this Settlement Agreement, Defendant shall also deliver to the Trustee a fully executed and notarized: (a) First Amendment to Deed of Trust, attached hereto as Exhibit C and incorporated herein by reference, and (b) Subordination Agreement, attached hereto as Exhibit D and incorporated herein by reference. On or after the Effective Date, the Trustee is hereby authorized to record the items identified in 2(a) and (b). Upon receipt

of the Final Settlement Payment the Trustee will execute and deliver to Defendant a satisfaction of the DCI Deed of Trust in recordable form satisfactory to Defendant.

3. **Warranties.** Defendant warrants that: (a) apart from any information that may appear on the Bankruptcy Court's official docket in adversary proceeding nos. 13-5084 and 13-5116, he is aware of no valid claims to or encumbrances upon the Laikin Interpleaded Funds; (b) apart from the Continuing Lien referenced in Section 3 of the Escrow Agreement, he and his wife Jackie B. Laikin are aware of no claims to or encumbrances upon the Escrow Funds; and (c) that neither Defendant, his wife Jackie B. Laikin or their agents, nor anyone acting on their behalf or in concert with them, will seek to claim or encumber the Laikin Interpleaded Funds or the Escrow Funds, or seek to subordinate the DCI Deed of Trust. In turn, the Trustee warrants that he is presently aware of no claims (asserted or unasserted) against the children of Defendant and his wife Jackie B. Laikin, namely, Adam Laikin, Alexander Laikin, and Cassidy Laikin.
4. **Effectiveness Upon Final Approval.** Within two (2) calendar days after this Settlement Agreement is fully executed, the Trustee shall file an appropriate motion with the Bankruptcy Court for authority to compromise the claims and causes of action in the Litigation on the terms set forth in this Settlement Agreement. This Settlement Agreement shall become effective and be binding on the date ("Effective Date") that: (a) an order is entered by the Bankruptcy Court in the records of the Debtor's bankruptcy case approving the compromise on the terms set forth in this Settlement Agreement; and (b) the fourteen-day period within which any person or entity timely may appeal from such order shall have expired and no appeal shall have been timely commenced or, if an appeal is timely commenced, the Compromise Order has been affirmed or such appeal has been ordered dismissed by the highest court of competent jurisdiction to which such appeal is taken ("Final Approval").
5. **Mutual Releases.** The following mutual releases shall be effective only upon Final Approval of this Settlement Agreement:
 - (a) **Release by the Trustee of Defendant:** Except for claims arising out of this Settlement Agreement, and upon the Trustee's receipt of the Laikin Interpleaded Funds and Escrow Funds, the Trustee, on behalf of himself, the Debtor and its estate (the "Trustee Releasing Parties"), hereby fully, finally and forever releases, acquits and discharges Defendant, his wife Jackie B. Laikin, and their respective employees, agents, representatives, professionals, trustees, beneficiaries, attorneys, insurers, assigns and successors (the "Defendant Released Parties") from any and all claims, demands, obligations, judgments, actions, causes of action and/or liabilities for injuries, losses, damages and/or compensation of any nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, which the Trustee Releasing Parties ever had, now have, or may have against the Defendant Released Parties, including but not limited to any claims that were or could have been brought in the Litigation.
 - (b) **Release by Defendant of the Trustee:** Except for claims arising out of this Settlement Agreement, Defendant and his wife Jackie B. Laikin and their

respective employees, agents, assigns and successors (the "Defendant Releasing Parties") hereby fully, finally and forever release, acquit and discharge the Trustee and the Trustee's agents, representatives, professionals, trustees, attorneys, insurers, assigns and successors, and the Debtor and its estate (the "Trustee Released Parties") from any and all claims, demands, obligations, judgments, actions, causes of action and/or liabilities for injuries, losses, damages and/or compensation of any nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, which the Defendant Releasing Parties ever had, now have, or may have against the Trustee Released Parties, including but not limited to the claims that were or could have been brought in the Litigation. In addition, Defendant is hereby deemed to have waived any right that he otherwise may or would have to assert a claim in the Debtor's bankruptcy case pursuant to 11 U.S.C. § 502 arising from the Settlement Payment.

6. Dismissal of Litigation. Within ten (10) calendar days of the Trustee's receipt of the Laikin Interpleaded Funds and Escrow Funds, the Trustee and Laikin shall take such action as is necessary to dismiss their claims against each other in the Litigation with prejudice. Barring unforeseen developments, it is anticipated that Trustee shall file, and Laikin hereby consents to have filed: (a) in the Laikin Case, the Stipulation of Dismissal, attached hereto as Exhibit E and incorporated herein by reference, (b) in the McKibben Case, the Joint Motion for Dismissal of Claims against Daniel S. Laikin, With Prejudice, Pursuant to Approved Settlement Agreement, attached hereto as Exhibit F and incorporated herein by reference, and (c) in the Interpleader Case, the Joint Motion for Dismissal of Cross-claim against Brian A. Bash, Chapter 7 Trustee, With Prejudice, Pursuant to Approved Settlement Agreement, attached hereto as Exhibit G and incorporated herein by reference.
7. No Admissions. It is understood that this settlement is a compromise of disputed claims and that the payment of the Settlement Payment made hereunder is not to be construed as an admission of any liability other than those that may be acknowledged in this Settlement Agreement. Further, although acknowledging the validity of the DCI Deed of Trust, as amended, for purposes of this Settlement Agreement, Defendant reserves the right to challenge the validity of the DCI Deed of Trust in the event this Settlement Agreement is determined to be unlawful, invalid or unenforceable, or is not subject to Final Approval for any reason.
8. Tolling Agreement. In the event this Settlement Agreement is vacated or set aside for any reason, or in the event that Defendant does not timely pay the Settlement Payment as required by Paragraph 1 of this Settlement Agreement, the parties agree that all statutes of limitations applicable to any and all claims asserted in the Litigation shall be tolled from the date of this Settlement Agreement and shall remain tolled for one hundred eighty (180) days from the date on which the Settlement Agreement is vacated or set aside or from the date the Final Settlement Payment was due and payable. Nothing in this provision shall be construed as an admission by any party that any claims have or have not been barred, or are about to be barred, by any applicable statute of limitations.

9. **Acknowledgment and Authority.** The parties to this Settlement Agreement acknowledge that each has read this Settlement Agreement and that the execution hereof is not induced by any representation other than as expressly contained herein, that the person executing this Settlement Agreement on behalf of the respective party has been duly authorized to execute and deliver this Settlement Agreement and that this Settlement Agreement is the legally binding obligation of such party.
10. **Choice of Law and Venue.** Except for the First Amendment to Deed of Trust and Subordination Agreement, attached respectively as Exhibits C and D, which shall be governed by the law of the State where the property is located, this Settlement Agreement shall be governed by the laws of the State of Ohio as applicable to agreements made and to be performed in Ohio, without regard to conflict of law principles. The parties further agree that the United States Bankruptcy Court for the Northern District of Ohio has jurisdiction over any disputes arising out of this Settlement Agreement, including, without limitation, disputes regarding its enforcement, construction and interpretation.
11. **Integration.** This Settlement Agreement constitutes the entire agreement of the parties with respect to the subject matter of this agreement and supersedes and extinguishes any and all prior oral and/or written agreements between the parties concerning the subject matter of this agreement.
12. **Written Modifications Only.** This Settlement Agreement may only be modified or amended through a written document signed by both parties to this Settlement Agreement.
13. **Construction.** No provision of this Settlement Agreement shall be interpreted or construed against any party hereto because such party or its legal representative drafted such provision. The terms of this Settlement Agreement are contractual and are not mere recitals.
14. **Survivability.** If any provision of this Settlement Agreement is determined to be unlawful, invalid or unenforceable for any reason, the remaining provisions shall continue to be binding upon all the parties.
15. **Successors, Heirs and Assigns.** This Settlement Agreement is binding on the successors, heirs and assigns of the parties to this Agreement.
16. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the date set forth above.

Brian A. Bash, as Trustee of the Fair Finance Company

Daniel S. Laikin
Daniel S. Laikin

Jackie B. Laikin
Jackie B. Laikin

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

On March 2, 2015, before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Daniel S. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[SEAL]

Stephanie M. Ruiz-Leon
NOTARY PUBLIC

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

On March 2, 2015, before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Jackie B. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Stephanie M. Ruiz-Leon
NOTARY PUBLIC

SETTLEMENT AGREEMENT EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
)	
FAIR FINANCE COMPANY,	)	Case No.: 10-50494
)	
Debtor.	)	Chapter 7
)	
	)	Chief Judge Pat E. Morgenstern-Clarren
)	
<hr/>		
BRIAN A. BASH, CHAPTER 7)	
TRUSTEE,	)	Adversary Proceeding No.: 13-5084
)	
Plaintiff,)	
)	
vs.)	
)	
NATIONAL UNION FIRE)	
INSURANCE COMPANY OF)	
PITTSBURGH, PA, <i>et al.</i> ,)	
)	
Defendants.)	
)	
<hr/>		
DANIEL LAIKIN,)	
	)	Adversary Proceeding No.: 13-5116
Plaintiff,)	
)	
vs.)	
)	
JAMES F. COCHRAN, <i>et al.</i> ,)	
)	
Defendants.)	
)	
<hr/>		

**JOINT MOTION FOR DISBURSEMENT AND DIRECTING DISTRIBUTION OF
FUNDS PURSUANT TO COMPROMISE ORDER**

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

Plaintiff Daniel S. Laikin (“Laikin”) and Defendant Brian A. Bash, Chapter 7 Trustee (the “Trustee”)¹ for the Fair Finance Company (“Debtor” or “Fair Finance”), jointly move the Court for an Order disbursing and directing distribution of funds pursuant to a Compromise Order. In support thereof, Laikin and the Trustee (collectively, the “Parties”), respectfully submit the following:

1. Fair Finance maintained an insurance policy numbered 04-188-65-80 through National Union Fire Insurance Company of Pittsburgh, PA (“National Union”), the proceeds of which are the subject of this interpleader action in the Bankruptcy Court, brought as adversary proceeding no. 13-5116 and, through consolidation, now pending as adversary proceeding no. 13-5048.

2. On or about October 25, 2013, the Court issued an Order for Deposit and Investment of Funds (docket no. 44 in adversary proceeding no. 13-5116), pursuant to which National Union deposited with the Clerk of Court the sum of \$989,344.25 (“Interpleaded Funds”), which constituted and exhausted all remaining policy proceeds, after the payment of certain fees agreed to by the parties interested in the insurance policy and its proceeds.

3. On or about October 25, 2103, the Court issued an Agreed Order (docket no. 45 in adversary proceeding 13-5116) in which the insureds allocated the interested parties’ share of the

¹ Pursuant to an Agreed Order entered in adversary proceeding no. 13-5116 on October 25, 2013 (Docket No. 45), Laikin is now identified as the “Plaintiff” and the Trustee is now identified as a “Defendant.” Pursuant to an Order entered in adversary proceeding no. 13-5116 on November 7, 2014 (Docket No. 82), all filings related to that case and adversary proceeding no. 13-5084, into which adversary proceeding no. 13-5116 was consolidated, are to be made in adversary proceeding no. 13-5084.

By execution of the Settlement Agreement, Laikin consents to the Trustee’s attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

Interpleaded Funds. Pursuant to that Agreed Order, Plaintiff Daniel Laikin has been allocated \$128,922.17 of the Interpleaded Funds (the "Laikin Interpleaded Funds").

4. On or about _____ (date), Chief Judge Pat E. Morgenstern-Clarren issued an Order approving a Motion to Compromise the litigation between the Trustee and Laikin. See Docket No. _____, In re: Fair Finance Company, Case No. 10-50494 (Bankr. N. D. Ohio).

5. An integral part of the compromise approved by the Court is the payment of the Laikin Interpleaded Funds to the Trustee.

6. In light of the Agreed Order allocating the parties' share of the Interpleaded Funds, the Parties' agreement that the Trustee should be paid the Laikin Interpleaded Funds, and the Court's Order approving the compromise and the Parties' Agreement, the Laikin Interpleaded Funds should be disbursed to the Trustee.

Accordingly, the Parties respectfully request that the Court issue an Order, in substantially the same form as attached hereto as Exhibit A, granting this Motion and Directing the Distribution of Funds pursuant to the Compromise Order, namely the payment of the Laikin Interpleaded Funds (\$128,922.17) to the Trustee through his counsel.

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

Date: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)

BAKER & HOSTETLER LLP

PNC Center

1900 East 9th Street, Suite 3200

Cleveland, Ohio 44114-3482

Telephone: (216) 621-0200

Facsimile: (216) 696-0740

bdouthett@bakerlaw.com

Counsel for the Trustee

/s/ Mark A. Phillips

Mark A. Phillips (0047347)

BENESCH FRIEDLANDER COPLAN
& ARONOFF LLP

200 Public Square, Suite 2300

Cleveland, Ohio 44114-3482

Telephone: (216) 363-4500

Facsimile: (216) 363-4588

mphilips@beneschlaw.com

Counsel for Daniel S. Laikin

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

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605937023.1

CERTIFICATE OF SERVICE

I hereby certify that a copy of the *JOINT MOTION FOR DISBURSEMENT AND DIRECTING DISTRIBUTION OF FUNDS PURSUANT TO COMPROMISE ORDER* was served on _____, 2015 via the Court's CM/ECF system to the following who are listed on the Court's Electronic Mail Notice List:

Steven G. Janik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at steven.janik@janiklaw.com

Crystal L. Maluchnik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at crystal.maluchnik@janiklaw.com

David Mellott, on behalf of Daniel S. Laikin, at dmellott@beneschlaw.com

Mark A Phillips, on behalf of Daniel S. Laikin, at mphillips@beneschlaw.com,
docket@beneschlaw.com; lbehra@beneschlaw.com; cgreen@beneschlaw.com

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com; sortiz@beneschlaw.com

Leon Friedberg, on behalf of James F. Cochran and Timothy Durham, at lfriedberg@cpmlaw.com

Stephen J Pruneski, on behalf of Jeffrey L. Eglen, at spruneski@rlblp.com

F. Anthony Paganelli, on behalf of John. J. Head, Keith E. Schaffter and Rick D. Snow, at tony@tonypaganelli.com

Michael J Moran, on behalf of Brian A. Bash, Chapter 7 Trustee, at mike@gibsonmoran.com

David A. Mucklow, on behalf of Brian A. Bash, Chapter 7 Trustee, at davidamucklow@yahoo.com

Brian A Bash, on behalf of the Chapter 7 Trustee, at bashtrustee@bakerlaw.com,
bbash@ecf.epiqsystems.com

Breaden M Douthett, on behalf of Brian A. Bash, Chapter 7 Trustee, at bdouthett@bakerlaw.com, krossiter@bakerlaw.com; fairfinancedocket@bakerlaw.com

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

United States Trustee, on behalf of the United States Trustee, at (Registered address)@usdoj.gov

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com;sortiz@beneschlaw.com

Dated: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
BAKER & HOSTETLER LLP
PNC Center
1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114-3482
Telephone: 216.621.0200
Facsimile: 216.696.0740
Email: bdouthett@bakerlaw.com

Counsel for the Trustee

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

EXHIBIT A

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

605937023.1

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:

FAIR FINANCE COMPANY,

Debtor.

Case No.: 10-50494

Chapter 7

Chief Judge Pat E. Morgenstern-Clarren

BRIAN A. BASH, CHAPTER 7
TRUSTEE,

Plaintiff,

vs.

NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH, PA, *et al.*,

Defendants.

Adversary Proceeding No.: 13-5084

DANIEL LAIKIN,

Plaintiff,

vs.

JAMES F. COCHRAN, *et al.*,

Defendants.

Adversary Proceeding No.: 13-5116

**ORDER GRANTING JOINT MOTION FOR DISBURSEMENT AND DIRECTING
DISTRIBUTION OF FUNDS PURSUANT TO COMPROMISE ORDER**

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

This matter comes before the Court on the Joint Motion for Disbursement and Directing Distribution of Funds pursuant to Compromise Order. The Court having considered the Motion, and it appearing that good cause has been shown, and after due deliberation of the facts and circumstances therein, is of the opinion that the Motion should be granted.

Accordingly, it is hereby **ORDERED, ADJUDGED and DECREED**, as follows:

1. the Motion is **GRANTED**.
2. The Clerk of Courts is hereby **DIRECTED** and **ORDERED** to make a disbursement from the \$989,344.25 interpleaded to this Court by National Union in Adversary Proceeding No.: 13-5116 as follows: \$128,922.17 shall be paid to Brian A. Bash, Trustee for Fair Finance Company, which funds shall be released to his counsel, Breaden M. Douthett.

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

###

Agreed and Submitted by:

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
BAKER HOSTETLER LLP
PNC Center
1900 East 9th Street, Suite 3200
Cleveland, Ohio 44114-3482
Telephone: 216.621.0200
Facsimile: 216.696.0740
Email: bdouthett@bakerlaw.com

Counsel for the Trustee

/s/ Mark A. Phillips

Mark A. Phillips (0047347)
BENESCH FRIEDLANDER COPLAN
& ARONOFF LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114-3482
Telephone: (216) 363-4500
Facsimile: (216) 363-4588
mphillips@beneschlaw.com

Counsel for Daniel S. Laikin

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

Service List:

Steven G. Janik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at steven.janik@janiklaw.com

Crystal L. Maluchnik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at crystal.maluchnik@janiklaw.com

David Mellott, on behalf of Daniel S. Laikin, at dmellott@beneschlaw.com

Mark A Phillips, on behalf of Daniel S. Laikin, at mphillips@beneschlaw.com,
docket@beneschlaw.com; lbehra@beneschlaw.com; cgreen@beneschlaw.com

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com; sortiz@beneschlaw.com

Leon Friedberg, on behalf of James F. Cochran and Timothy Durham, at lfriedberg@cpmlaw.com

Stephen J Pruneski, on behalf of Jeffrey L. Eglen, at spruneski@rlblp.com

F. Anthony Paganelli, on behalf of John. J. Head, Keith E. Schaffter and Rick D. Snow,
at tony@tonypaganelli.com

Michael J Moran, on behalf of Brian A. Bash, Chapter 7 Trustee, at mike@gibsonmoran.com

David A. Mucklow, on behalf of Brian A. Bash, Chapter 7 Trustee, at davidamucklow@yahoo.com

Brian A Bash, on behalf of the Chapter 7 Trustee, at bashtrustee@bakerlaw.com,
bbash@ecf.epiqsystems.com

Breaden M Douthett, on behalf of Brian A. Bash, Chapter 7 Trustee, at
bdouthett@bakerlaw.com, krossiter@bakerlaw.com; fairfinancedocket@bakerlaw.com

United States Trustee, on behalf of the United States Trustee, at (Registered address)@usdoj.gov

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com; sortiz@beneschlaw.com

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

SETTLEMENT AGREEMENT EXHIBIT B

March __, 2015

Ms. Mireya Roudenko
MB Escrow, Inc.
9454 Wilshire Boulevard, Suite 901
Los Angeles, CA 90212

Re: Escrow No.: 320264-MR
Joint Written Direction for Distribution of Escrow Funds

Dear Ms. Roundeko:

I understand that you recently spoke to my counsel, Breaden Douthett, regarding the above-referenced escrow. Pursuant to Section 5(a)(i) of the Escrow Agreement, this letter constitutes the Parties' joint written direction to distribute the Escrow Funds. I have signed this letter below, as has the Seller Representative, Jackie Laikin.

We understand that the Escrow Funds now total One-Million, One-Hundred Ninety-Seven Thousand, Four-Hundred Fifty-Two Dollars and Twenty-Nine Cents (\$1,197,452.29).

Please distribute the Escrow Funds via a check made payable to "Brian A. Bash, Trustee for Fair Finance Company," and delivered to Breaden M. Douthett, Baker & Hostetler, LLP, 1900 E. 9th Street, Suite 3200, Cleveland, Ohio 44114.

Thank you for your attention to this matter.

Sincerely,

Brian A. Bash, in my capacity as Trustee of the
Chapter 7 Trustee for Fair Finance under Case
No. 10-50494, in the United States Bankruptcy
Court for the Northern District of Ohio, Eastern
Division

Baker & Hostetler LLP

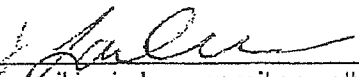
PNC Center
1900 East 9th Street, Suite 3200
Cleveland, OH 44114-3482

T 216.621.0200
F 216.696.0740
www.bakerlaw.com

Brian A. Bash
direct dial: 216.861.7581
BBash@bakerlaw.com

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Denver
Houston Los Angeles New York Orlando Philadelphia Seattle Washington, DC

Ms. Mireya Roudenko
March __, 2015
Page 2



Jackie Laikin, in her capacity as attorney in
fact for Daniel S. Laikin

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

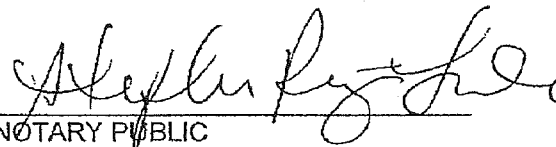
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

On March 2, 2015 before me, Stephanie M. Ruiz-Ledon, Notary Public, personally appeared JACKIE LAIKIN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





NOTARY PUBLIC

Ms. Mireya Roudenko
March __, 2015
Page 3

Acknowledged and Agreed:

D-S

Daniel S. Laikin

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

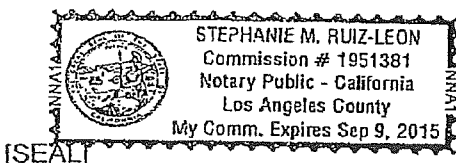
COUNTY OF Los Angeles)

ss.

On March 2, 2015 before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Daniel S. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Stephanie M. Ruiz-Leon
NOTARY PUBLIC

SETTLEMENT AGREEMENT EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bruce R. Greene
Baker Hostetler LLP
11601 Wilshire Boulevard, 14th Floor
Los Angeles, CA 90025

APN: 4466-014-011

FIRST AMENDMENT TO DEED OF TRUST

This First Amendment to Deed of Trust ("Amendment") is made and entered into this 2nd day of March, 2015 by and between Daniel S. Laikin and Jackie B. Laikin, husband and wife, as joint tenants (together, "Trustor") and DC Investments, LLC ("Beneficiary").

RECITALS

- A. Daniel Laikin (signing as "a married man"), as trustor executed a certain Deed of Trust (the "Deed of Trust") dated July 30, 2004 wherein Gary D. Sallee was named as the trustee, and Beneficiary was named as the beneficiary, which Deed of Trust was recorded on May 20, 2010 as Instrument No. 20100688359 in the Office of the Recorder of Los Angeles County, California and which encumber certain real property situated at 29149 Cliffside Drive in the City of Malibu, Los Angeles County, California and legally described in Exhibit "A" attached hereto (the "Property").
- B. The Deed of Trust secures certain indebtedness of Daniel Laikin to Beneficiary, which indebtedness was evidenced by a certain second amended secured promissory note (line of credit) in the amount of Seven Million Dollars (\$7,000,000), together with "such further sums as the then record of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured".
- C. At the time that the Deed of Trust was executed, title to the Property was in the name of Trustor.
- D. Daniel S. Laikin and Brian A. Bash, in his capacity as the Chapter 7 Trustee for Fair Finance Company ("Bash"), have executed a certain Settlement Agreement and Release (the "Settlement Agreement") wherein, among other things, Daniel S. Laikin has agreed to pay the sum of Two Million One Hundred Seventy Thousand Dollars (\$2,170,000) to Bash according to the terms set forth therein (the "Final Settlement Payment"). The Settlement Agreement provides that the Final Settlement Payment is to be secured by the Deed of Trust, as amended.

E. The parties desire to amend the Deed of Trust to (a) include the agreement of Jackie B. Laikin that the Deed of Trust, as amended by this First Amendment to Deed of Trust encumbers her interest in the Property and secures the Final Settlement Payment.

F. Bash is the assignee of all the assets of the Beneficiary, including the Deed of Trust.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

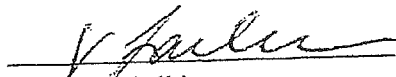
AGREEMENT

1. The foregoing Recitals are true and correct and incorporated herein by reference.
2. The Deed of Trust, as amended by this First Amendment to Deed of Trust, secures the Final Settlement Payment.
3. By her signature on this Amendment, Jackie B. Laikin confirms and agrees that the Deed of Trust, as amended by this First Amendment to Deed of Trust, encumbers her entire interest in the Property, in addition to encumbering the interest of Daniel S. Laikin in the Property
4. Except as expressly amended by this Amendment, the Deed of Trust shall remain in full force and effect, and the priority thereof shall not be impaired by the execution and recording of this Amendment.
5. Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the Deed of Trust.
6. This Amendment may be executed in counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.



Daniel S. Laikin


Jackie B. Laikin

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

) SS.

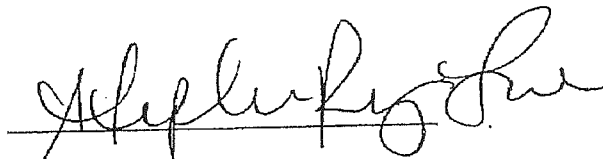
COUNTY OF Los Angeles)

On March 2, 2015, before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Jackie B. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




NOTARY PUBLIC

[SEAL]

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STATE OF CALIFORNIA)

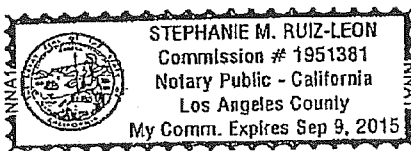
) ss.

COUNTY OF Los Angeles)

On March 2, 2015, before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Daniel S. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Stephanie M. Ruiz-Leon
NOTARY PUBLIC

[SEAL]

EXHIBIT "A"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

PARCEL A:

Parcel 48, as shown on a Record of Survey filed in Book 57 Pages 47 to 50 inclusive of Record of Surveys, in the office of the county recorder of said county.

EXCEPT therefrom all minerals, oil, petroleum, asphaltum, gas, coal, and other hydrocarbon substances in, on, within and under said lands and every part thereof, but without surface right of entry, as reserved by Harbistead Land Company, in deed recorded April 24, 1949 in Book 29843 Page 91, Official Records.

PARCEL B:

An easement for pedestrian travel, bathing and recreational purposes over Lot 23 of Tract 13619, recorded in Book 282 Pages 26, 27 and 28 of Maps, in the office of the county recorder of said county, on August 19, 1946, as Instrument No. 3129.

PARCEL C:

An easement or right of way for road purposes only for ingress and egress to and from said lands over those lands called easements No. 1 to 6 inclusive and described by metes and bounds in that certain instrument designated as "Declaration of Easements", filed for record May 9, 1947 as Instrument No. 2676, in the office of the county recorder of said county.

SETTLEMENT AGREEMENT EXHIBIT D

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Bruce R. Greene
Baker Hostetler LLP
11601 Wilshire Boulevard, 14th Floor
Los Angeles, CA 90025

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 2nd day of March, 2015, by Daniel S. Laikin and Jackie B. Laikin, husband and wife, owners of the real property hereinafter described and together hereinafter referred to as "Owners," and Jackie B. Laikin, present owner and holder of the Jackie Laikin Deed of Trust (as defined herein) and hereinafter referred to in that capacity as "Beneficiary":

WITNESSETH

THAT WHEREAS, Daniel S. Laikin did execute a deed of trust (the "Jackie Laikin Deed of Trust"), dated December 20, 2011, to Fidelity National Title Company, as trustee, encumbering real property situated in the County of Los Angeles, described as:

See Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

to secure a note in the sum of \$35,000,000, dated December 20, 2011 in favor of Jackie B. Laikin which deed of trust was recorded February 17, 2012 as instrument number 2012-0269772 Official Records of said County;

WHEREAS, Daniel S. Laikin did also execute a deed of trust (the "DCI Deed of Trust") dated July 30, 2004 to Gary D. Sallee, as trustee, also encumbering the Property, to secure an amended secured promissory note (credit line) in the sum of \$7,000,000 dated July 1, 2003 in favor of DC Investments, LLC ("DCI"), which deed of trust was recorded on May 20, 2010 as instrument number 2010-0688359 Official Records of said County;

WHEREAS, the DCI Deed of Trust is being amended by a First Amendment to Deed of Trust (the "Amendment") executed by Owners in favor of DCI to secure the Final Settlement Payment (as defined in that certain Settlement Agreement and Release dated March 2, 2015 executed by Daniel S. Laikin, Jackie B. Laikin, and Brian A. Bash, in his capacity as the Chapter 7 Trustee for Fair Finance Company ("Bash")), which Amendment shall be recorded in the Official Records of said County;

WHEREAS, it is a condition precedent to the execution of the Settlement Agreement and Release that the DCI Deed of Trust (as amended by the Amendment) shall unconditionally be and remain at all times until fully satisfied a lien or charge upon the Property, prior and superior to the lien or charge of the Jackie Laikin Deed of Trust; and

WHEREAS, Bash is willing to enter into the Settlement Agreement and Release with Daniel S. Laikin and Jackie B. Laikin provided the DCI Deed of Trust (as amended by the Amendment) is a lien or charge upon the Property to secure the Final Settlement Payment prior and superior to the lien or charge of the Jackie Laikin Deed of Trust, and provided further that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Jackie Laikin Deed of Trust to the lien or charge of the DCI Deed of Trust (as amended by the Amendment); and

WHEREAS, it is to the mutual benefit of the parties hereto that Bash enter into the Settlement Agreement and Release with Daniel S. Laikin and Jackie B. Laikin; and Beneficiary is willing that the DCI Deed of Trust (as amended by the Amendment) shall, when recorded, constitute a lien or charge upon the Property to secure the

Final Settlement Payment which is unconditionally prior and superior to the lien or charge of the Jackie Laikin Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Bash to enter into the Settlement Agreement and Release with Daniel S. Laikin and Jackie B. Laikin, it is hereby declared, understood and agreed as follows:

(1) That the DCI Deed of Trust (as amended by the Amendment) secures the Final Settlement Payment (as defined in the Settlement Agreement, and any amendments thereof), which DCI Deed of Trust (as amended by the Amendment) shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to the lien or charge of the Jackie Laikin Deed of Trust.

(2) That Bash would not enter into the Settlement Agreement and Release with Daniel S. Laikin and Jackie B. Laikin without this subordination agreement.

(3) That this subordination agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the Jackie Laikin Deed of Trust to the lien or charge of the DCI Deed of Trust (as amended by the Amendment), and shall supersede and cancel any prior agreements as to such, but not limited to, those provisions, if any, contained in the Jackie Laikin Deed of Trust, which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

Jackie Laikin declares, agrees and acknowledges that

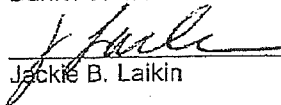
She intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Jackie Laikin Deed of Trust in favor of the lien or charge upon the Property of the DCI Deed of Trust (as amended by the Amendment) and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific obligations are being undertaken and certain actions are being taken which would not otherwise be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

OWNER:

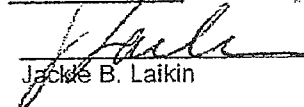


Daniel S. Laikin



Jackie B. Laikin

BENEFICIARY:



Jackie B. Laikin

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

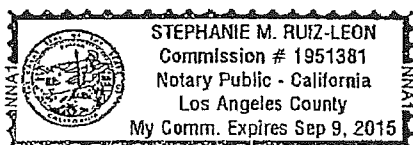
COUNTY OF Los Angeles)

ss.

On March 2, 2015 before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Daniel C. Laikin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[SEAL]

Stephanie M. Ruiz-Leon
NOTARY PUBLIC

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Los Angeles)

ss.

On March 2, 2015 before me, Stephanie M. Ruiz-Leon, Notary Public, personally appeared Jackie B. Tarkin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[SEAL]

Stephanie M. Ruiz-Leon
NOTARY PUBLIC

EXHIBIT "A"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

PARCEL A:

Parcel 46, as shown on a Record of Survey filed in Book 57 Pages 47 to 50 inclusive of Record of Surveys, in the office of the county recorder of said county.

EXCEPT therefrom all minerals, oil, petroleum, asphaltum, gas, coal, and other hydrocarbon substances in, on, within and under said lands and every part thereof, but without surface right of entry, as reserved by Marblehead Land Company, in deed recorded April 14, 1949 in Book 29843 Page 93, Official Records.

PARCEL B:

An easement for pedestrian travel, bathing and recreational purposes over Lot 21 of Tract 15619, recorded in Book 282 Pages 26, 27 and 28 of Maps, in the office of the county recorder of said county, on August 19, 1946, as Instrument No. 3129.

PARCEL C:

An easement or right of way for road purposes only for ingress and egress to and from said land over those lands called easements No. 1 to 6 inclusive and described by metes and bounds in that certain instrument designated as "Declaration of Easements", filed for record May 9, 1947 as Instrument No. 2676, in the office of the county recorder of said county.

SETTLEMENT AGREEMENT EXHIBIT E

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
	)	Case No. 10-50494
FAIR FINANCE COMPANY,)	
	)	Chapter 7
)	
Debtor.	)	Chief Judge Pat E. Morgenstern-Clarren
<hr style="border: 0.5px solid black;"/>)	
)	
BRIAN A. BASH, CHAPTER 7 TRUSTEE,)	
)	
Plaintiff,	)	Adv. Pro. No. 10-5043
)	
vs.)	
	)	<u>STIPULATION OF DISMISSAL</u>
DANIEL S. LAIKIN,)	
)	
Defendant.)	

Plaintiff Brian A. Bash, Chapter 7 Trustee, and Defendant Daniel Laikin, through their respective counsel, hereby stipulate that the within action is hereby DISMISSED WITH PREJUDICE, each party to bear their own costs, pursuant to Bankruptcy Rule 7041 and Fed. R. Civ. P. 41(a)(1)(A)(ii).

CASE CLOSED.

Date: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
BAKER & HOSTETLER LLP
PNC Center
1900 East 9th Street, Suite 3200
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Telephone: (216) 621-0200
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bdouthett@bakerlaw.com

Counsel for the Trustee

/s/ Mark A. Phillips

Mark A. Phillips (0047347)
BENESCH FRIEDLANDER COPLAN
& ARONOFF LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114-3482
Telephone: (216) 363-4500
Facsimile: (216) 363-4588
mphillips@beneschlaw.com

Counsel for Daniel S. Laikin

CERTIFICATE OF SERVICE

I hereby certify that a copy of the *STIPULATION OF DISMISSAL* was served on _____,
2015 via the Court's CM/ECF system to the following who are listed on the Court's Electronic Mail
Notice List:

Brian A Bash, on behalf of the Chapter 7 Trustee, at bashtrustee@bakerlaw.com,
bbash@ecf.epiqsystems.com

Kelly Burgan, on behalf of Brian A. Bash, Chapter 7 Trustee, at kburgan@bakerlaw.com

Michael L. Cioffi, on behalf of Daniel S. Laikin, at cioffi@blankrome.com

Breaden M Douthett, on behalf of Brian A. Bash, Chapter 7 Trustee, at bdouthett@bakerlaw.com,
krossiter@bakerlaw.com; fairfinancedocket@bakerlaw.com

Nathaniel R. Jones, on behalf of Daniel S. Laikin, at jones-n@blankrome.com

Stuart A. Laven, on behalf of Daniel S. Laikin, at slaven@cavitch.com

James Michael Lawniczak, on behalf of himself as mediator, jlawniczak@calfee.com

Ohio Northern District Court, at OHNDdb_ADR@ohnd.uscourts.gov

Alexis Osburn, on behalf of Brian A. Bash, Chapter 7 Trustee, at aosburn@bakerlaw.com,
fairfinancedocket@bakerlaw.com

Mark A Phillips, on behalf of Daniel S. Laikin, at mphillips@beneschlaw.com,
docket@beneschlaw.com; lbehra@beneschlaw.com; cgreen@beneschlaw.com

Richard V. Singleton, on behalf of non-party, Blank Rome, at rsingleton@blankrome.com,
kreda@blankrome.com; jhanner@blankrome.com

United States Trustee, on behalf of the United States Trustee, at [\(Registered address\)@usdoj.gov](mailto:(Registered address)@usdoj.gov)

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com; sortiz@beneschlaw.com

By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

Dated: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
BAKER & HOSTETTLER LLP
PNC Center
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Email: bdouthett@bakerlaw.com

Counsel for the Trustee

SETTLEMENT AGREEMENT EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
)	
FAIR FINANCE COMPANY,	)	Bankruptcy Case No. 10-50494
	)	Chapter 7
Debtor.	)	Chief Judge Pat E. Morgenstern-Clarren
_____)	
)	
BRIAN A. BASH, TRUSTEE,	)	District Court Case No.: 5:13-CV-02098
)	
Plaintiff,	)	JUDGE PATRICIA A. GAUGHAN
)	
vs.	)	(Bankruptcy Adv. Pro. No. 10-5038)
	)	Chief Judge Pat E. Morgenstern-Clarren
FAIR FINANCE COMPANY, <i>et al.</i>)	
)	
Defendants.)	

**JOINT MOTION FOR DISMISSAL OF CLAIMS
AGAINST DANIEL S. LAIKIN, WITH PREJUDICE,
PURSUANT TO APPROVED SETTLEMENT AGREEMENT**

Plaintiff Brian A. Bash, Chapter 7 Trustee for the Fair Finance Company (the “Trustee”) and Defendant Daniel S. Laikin (“Laikin”) jointly move the Court for entry of an Order dismissing with prejudice the claims against Laikin in this case, and state as follows:

By execution of the Settlement Agreement, Laikin consents to the Trustee’s attorneys completing any blank date and docket entry information on this document, removing this legend, and filing and serving the document as contemplated by the Settlement Agreement.

1. The Trustee and Laikin (collectively, the “Parties”) have reached a Settlement Agreement.

2. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, the Settlement Agreement was submitted to, and approved by, Chief Bankruptcy Judge Pat E. Morgenstern-Clarren. In re Fair Finance Co., Ch. 7 Case No. 10-50494, slip op. at __ (Bankr. N. D. Ohio _____, 2015) (Docket No. ____).

3. The Settlement Agreement, among other things, provides for dismissal, with prejudice, of the claims asserted against Laikin in this litigation, found in Counts One and Seven of the document denominated as Answer and Cross-claims of the Defendant, Brian A. Bash, Chapter 7 Trustee for the Estate of Fair Finance Company.

4. Even with the dismissal contemplated by this Motion, this case would remain pending against, for instance, Defendant John Head.

5. Courts of this Circuit have held that when a party seeks to dispose of or dismiss less than all claims or all parties in an action, the proper procedural vehicles are either a motion to amend the party’s pleading pursuant to Federal Rule of Civil Procedure 15(a), or a motion to dismiss the defendant party pursuant to Federal Rule of Civil Procedure 21. *See, e.g., Letherer v. Alger Group, LLC*, 328 F.3d 262, 266 (6th Cir. 2003) (quoting *Philip Carey Manufacturing Co. v. Taylor*, 286 F.2d 782, 785 (6th Cir.), *cert. denied*, 366 U.S. 948 (1961)); *DRFP, LLC v. Republica Bolivariana de Venezuela*, 945 F.Supp.2d 890, 904 (S. D. Ohio 2013).

7. Pursuant to the Bankruptcy Court’s Order approving the Settlement, and consistent with the precedent cited herein, the Parties move that the Court enter an order: (a) deeming the Cross-Claim to be amended to dismiss, with prejudice and solely with respect to

Laikin, the claims asserted in Cross-Claim against Laikin pursuant to Fed.R.Civ.P. 15(a)(2) and (b) dismissing, with prejudice, Laikin as a party to this action pursuant to Fed.R.Civ.P. 21.

Accordingly, the parties respectfully request that the Court enter the Order attached hereto as Exhibit A.

Respectfully submitted,

/s/ Breaden M. Douthett
Breaden M. Douthett (0055900)
Baker & Hostetler LLP
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Counsel for the Trustee

/s/ Mark A. Phillips
Mark A. Phillips (0047347)
BENESCH FRIEDLANDER
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Telephone: (216) 363-4500
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mphillips@beneschlaw.com

Counsel for Daniel S. Laikin

CERTIFICATE OF SERVICE

I hereby certify that on _____, 2015, a copy of foregoing was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's system.

/s/ Breaden M. Douthett

Attorney for the Trustee

EXHIBIT A
DISMISSAL ORDER

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
)	
FAIR FINANCE COMPANY,	)	Bankruptcy Case No. 10-50494
	)	Chapter 7
Debtor.	)	Chief Judge Pat E. Morgenstern-Clarren
_____)	
)	
BRIAN A. BASH, TRUSTEE,	)	District Court Case No.: 5:13-CV-02098
)	
Plaintiff,	)	JUDGE PATRICIA A. GAUGHAN
)	
vs.	)	(Bankruptcy Adv. Pro. No. 10-5038)
	)	Chief Judge Pat E. Morgenstern-Clarren
FAIR FINANCE COMPANY, <i>et al.</i>)	
)	
Defendants.	)	<u>DISMISSAL ORDER</u>

This matter comes before the Court on the joint motion for dismissal, with prejudice, of the claims against Daniel S. Laikin pursuant to a settlement agreement approved by the United States Bankruptcy Court for the Northern District of Ohio in the above-captioned chapter 7 proceeding. Upon consideration, the Motion is GRANTED.

Accordingly, it is hereby ORDERED, pursuant to Fed.R.Civ.P. 15(a)(2) and 21, that:

1. The Cross-Claim is hereby deemed amended to dismiss, with prejudice and solely with respect to Laikin, the claims asserted in the Cross-Claim against Laikin, and
2. Daniel S. Laikin is hereby dismissed, with prejudice, as a party to this action.

###

Submitted by:

/s/ Breaden M. Douthett

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PNC Center
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Counsel for the Trustee

/s/ Mark A. Phillips

Mark A. Phillips (0047347)
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& ARONOFF LLP
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mphillips@beneschlaw.com

Counsel for Daniel S. Laikin

SETTLEMENT AGREEMENT EXHIBIT G

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

In re:)	
)	
FAIR FINANCE COMPANY,	)	Case No.: 10-50494
)	
Debtor.	)	Chapter 7
)	
	)	Chief Judge Pat E. Morgenstern-Clarren
)	
<hr/>		
BRIAN A. BASH, CHAPTER 7)	
TRUSTEE,	)	Adversary Proceeding No.: 13-5084
)	
Plaintiff,)	
)	
vs.)	
)	
NATIONAL UNION FIRE)	
INSURANCE COMPANY OF)	
PITTSBURGH, PA, <i>et al.</i> ,)	
)	
Defendants.)	
<hr/>		
DANIEL LAIKIN,)	
	)	Adversary Proceeding No.: 13-5116
Plaintiff,)	
)	
vs.)	
)	
JAMES F. COCHRAN, <i>et al.</i> ,)	
)	
Defendants.)	
<hr/>		

**JOINT MOTION FOR DISMISSAL OF CROSS-CLAIM
AGAINST BRIAN A. BASH, CHAPTER 7 TRUSTEE, WITH PREJUDICE,
PURSUANT TO APPROVED SETTLEMENT AGREEMENT**

**By execution of the Settlement Agreement, Laikin consents to the Trustee's attorneys
completing any blank date and docket entry information on this document,
removing this legend, and filing and serving the document as contemplated by the
Settlement Agreement.**

Plaintiff Daniel S. Laikin (“Laikin”) and Defendant Brian A. Bash, Chapter 7 Trustee for the Fair Finance Company (the “Trustee”)¹ jointly move the Court for entry of an Order dismissing with prejudice the claim against the Trustee in this case, and state as follows:

1. The Trustee and Laikin (collectively, the “Parties”) have reached a Settlement Agreement.

2. Pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure, the Settlement Agreement was submitted to, and approved by, Chief Bankruptcy Judge Pat E. Morgenstern-Clarren. In re Fair Finance Co., Ch. 7 Case No. 10-50494, slip op. at __ (Bankr. N. D. Ohio _____, 2015)(Docket No. ____).

3. The Settlement Agreement, among other things, provides for dismissal, with prejudice, of the claim asserted by Laikin against the Trustee in this litigation, found in the Cross-claim of the document denominated as Answer, Counterclaim and Cross-claim of the Defendant Daniel Laikin to Complaint for Interpleader.

4. Even with the dismissal contemplated by this Motion, this case would remain pending against, for instance, Defendant John Head.

5. Courts of this Circuit have held that when a party seeks to dispose of or dismiss less than all claims or all parties in an action, the proper procedural vehicles are either a motion to amend the party’s pleading pursuant to Federal Rule of Civil Procedure 15(a), or a motion to

¹ Pursuant to an Agreed Order entered in adversary proceeding no. 13-5116 on October 25, 2013 (Docket No. 45), Laikin is now identified as the “Plaintiff” and the Trustee is now identified as a “Defendant.” Pursuant to an Order entered in adversary proceeding no. 13-5116 on November 7, 2014 (Docket No. 82), all filings related to that case and adversary proceeding no. 13-5084, into which adversary proceeding no. 13-5116 was consolidated, are to be made in adversary proceeding no. 13-5084.

dismiss the defendant party pursuant to Federal Rule of Civil Procedure 21. *See, e.g., Letherer v. Alger Group, LLC*, 328 F.3d 262, 266 (6th Cir. 2003) (quoting *Philip Carey Manufacturing Co. v. Taylor*, 286 F.2d 782, 785 (6th Cir.), *cert. denied*, 366 U.S. 948 (1961)); *DRFP, LLC v. Republica Bolivariana de Venezuela*, 945 F.Supp.2d 890, 904 (S. D. Ohio 2013).

7. Pursuant to the Bankruptcy Court's Order approving the Settlement, and consistent with the precedent cited herein, the Parties move that the Court enter an order: (a) deeming the Cross-Claim to be amended to dismiss, with prejudice and solely with respect to the Trustee, the claims asserted in Cross-Claim against the Trustee pursuant to Fed.R.Civ.P. 15(a)(2) and (b) dismissing, with prejudice, the Trustee as a defendant on the Cross-Claim pursuant to Fed.R.Civ.P. 21.

Accordingly, the parties respectfully request that the Court enter the Order attached hereto as Exhibit A.

Dated: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett
Breaden M. Douthett (0055900)
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1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114-3482
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bdouthett@bakerlaw.com
Counsel for the Trustee

/s/ Mark A. Phillips
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Telephone: (216) 363-4500
Facsimile: (216) 363-4588
mphilips@beneschlaw.com
Counsel for Daniel S. Laikin

CERTIFICATE OF SERVICE

I hereby certify that a copy of the *JOINT MOTION FOR DISMISSAL OF CLAIM AGAINST BRIAN A. BASH, CHAPTER 7 TRUSTEE, WITH PREJUDICE, PURSUANT TO APPROVED SETTLEMENT AGREEMENT* was served on _____, 2015 via the Court's CM/ECF system to the following who are listed on the Court's Electronic Mail Notice List:

Steven G. Janik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at steven.janik@janiklaw.com

Crystal L. Maluchnik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at crystal.maluchnik@janiklaw.com

David Mellott, on behalf of Daniel S. Laikin, at dmellott@beneschlaw.com

Mark A Phillips, on behalf of Daniel S. Laikin, at mphillips@beneschlaw.com, docket@beneschlaw.com; lbehra@beneschlaw.com; cgreen@beneschlaw.com

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com, Docket@beneschlaw.com; sortiz@beneschlaw.com

Leon Friedberg, on behalf of James F. Cochran and Timothy Durham, at lfriedberg@cpmlaw.com

Stephen J Pruneski, on behalf of Jeffrey L. Eglen, at spruneski@rlblp.com

F. Anthony Paganelli, on behalf of John. J. Head, Keith E. Schaffter and Rick D. Snow, at tony@tonypaganelli.com

Michael J Moran, on behalf of Brian A. Bash, Chapter 7 Trustee, at mike@gibsonmoran.com

David A. Mucklow, on behalf of Brian A. Bash, Chapter 7 Trustee, at davidamucklow@yahoo.com

Brian A Bash, on behalf of the Chapter 7 Trustee, at bashtrustee@bakerlaw.com, bbash@ecf.epiqsystems.com

Breaden M Douthett, on behalf of Brian A. Bash, Chapter 7 Trustee, at bdouthett@bakerlaw.com, krossiter@bakerlaw.com; fairfinancedocket@bakerlaw.com

United States Trustee, on behalf of the United States Trustee, at (Registered address)@usdoj.gov

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com;sortiz@beneschlaw.com

Dated: _____, 2015

Respectfully submitted,

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
BAKER & HOSTETLER LLP
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Telephone: 216.621.0200
Facsimile: 216.696.0740
Email: bdouthett@bakerlaw.com

Counsel for the Trustee

EXHIBIT A
DISMISSAL ORDER

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

In re:

FAIR FINANCE COMPANY,

Debtor.

Case No.: 10-50494

Chapter 7

Chief Judge Pat E. Morgenstern-Clarren

BRIAN A. BASH, CHAPTER 7
TRUSTEE,

Plaintiff,

vs.

NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH, PA, *et al.*,

Defendants.

Adversary Proceeding No.: 13-5084

DANIEL LAIKIN,

Plaintiff,

vs.

JAMES F. COCHRAN, *et al.*,

Defendants.

Adversary Proceeding No.: 13-5116

DISMISSAL ORDER

This matter comes before the Court on the joint motion for dismissal of the claim against Brian A. Bash, Chapter 7 Trustee, with prejudice, pursuant to a settlement agreement. Upon consideration, the Motion is GRANTED.

Accordingly, it is hereby ORDERED, pursuant to Fed.R.Civ.P. 15(a)(2) and 21, made applicable to this proceeding by Bankruptcy Rules 7015 and 7021, that:

1. The Cross-Claim is hereby deemed amended to dismiss, with prejudice and solely with respect to Brian A. Bash, the claims asserted in the Cross-Claim against Brian A. Bash, Chapter 7 Trustee, and
2. Brian A. Bash, Chapter 7 Trustee, is hereby dismissed, with prejudice, as a Cross-Claim defendant.

###

Submitted by:

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)
Baker & Hostetler LLP
PNC Center
1900 East Ninth Street, Suite 3200
Cleveland, Ohio 44114-3482
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Counsel for the Trustee

/s/ Mark A. Phillips

Mark A. Phillips (0047347)
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& ARONOFF LLP
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Telephone: (216) 363-4500
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mphillips@beneschlaw.com

Counsel for Daniel S. Laikin

Service List:

Steven G. Janik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at
steven.janik@janiklaw.com

Crystal L. Maluchnik, on behalf of National Union Fire Insurance Company of Pittsburgh, Pa, at
crystal.maluchnik@janiklaw.com

David Mellott, on behalf of Daniel S. Laikin, at dmellott@beneschlaw.com

Mark A Phillips, on behalf of Daniel S. Laikin, at mphilips@beneschlaw.com,
docket@beneschlaw.com;lbehra@beneschlaw.com;cgreen@beneschlaw.com

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com;sortiz@beneschlaw.com

Leon Friedberg, on behalf of James F. Cochran and Timothy Durham, at
lfriedberg@cpmlaw.com

Stephen J Pruneski, on behalf of Jeffrey L. Eglen, at spruneski@rlblp.com

F. Anthony Paganelli, on behalf of John. J. Head, Keith E. Schaffter and Rick D. Snow,
at tony@tonypaganelli.com

Michael J Moran, on behalf of Brian A. Bash, Chapter 7 Trustee, at mike@gibsonmoran.com

David A. Mucklow, on behalf of Brian A. Bash, Chapter 7 Trustee, at
davidamucklow@yahoo.com

Brian A Bash, on behalf of the Chapter 7 Trustee, at bashtrustee@bakerlaw.com,
bbash@ecf.epiqsystems.com

Breaden M Douthett, on behalf of Brian A. Bash, Chapter 7 Trustee, at
bdouthett@bakerlaw.com, krossiter@bakerlaw.com;fairfinancedocket@bakerlaw.com

United States Trustee, on behalf of the United States Trustee, at (Registered address)@usdoj.gov

Lori H. Welker, on behalf of Daniel S. Laikin, at lwelker@beneschlaw.com,
Docket@beneschlaw.com;sortiz@beneschlaw.com

CERTIFICATE OF SERVICE

A copy of the foregoing has been served via ECF or regular U.S. Mail, on March 3, 2015,
on the attached service list.

/s/ Breaden M. Douthett

Breaden M. Douthett (0055900)

Attorney for the Trustee

SERVICE LIST

Electronic Mail Notice List

The following is the list of parties who are currently on the list to receive e-mail notice/service for this case.

- David F Adler dfadler@jonesday.com, nmadamczyk@jonesday.com
- Richard M Bain bain@buckleyking.com, krupa@buckleyking.com
- Lindsey Baker lbaker@fbtlaw.com
- Stephen M Bales sbales@zieglermetzger.com, dmalloy@zieglermetzger.com
- Brian A Bash bashtrustee@bakerlaw.com, bbash@ecf.epiqsystems.com
- Brian A Bash BBash@bakerlaw.com
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- Anthony J DeGirolamo ajdlaw@sbcglobal.net, amber_weaver@sbcglobal.net
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- Breaden M Douthett bdouthett@bakerlaw.com, krossiter@bakerlaw.com;fairfinancedocket@bakerlaw.com
- J Douglas Drushal ddrushal@ccj.com, lehman@ccj.com
- Charles R. Dyas charles.dyas@btlaw.com
- Joseph Esmont jesmont@bakerlaw.com, joe.esmont@gmail.com;fairfinancedocket@bakerlaw.com
- Joseph Esmont jesmont@bakerlaw.com, joe.esmont@gmail.com;fairfinancedocket@bakerlaw.com
- Gregory R Farkas gfarkas@frantzward.com, dlbeatrice@frantzward.com
- Adam Lee Fletcher afletcher@bakerlaw.com
- Dov Frankel dfrankel@taftlaw.com, BHORVATH@TAFTLAW.COM;CLE_Docket_Assist@taftlaw.com
- Leon Friedberg lfriedberg@cpmlaw.com, efiling@cpmlaw.com;squinn@cpmlaw.com;efiling@cpmlaw.com
- Ronald P. Friedberg rfriedberg@meyersroman.com, vvardon@meyersroman.com
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- Harry W. Greenfield greenfield@buckleyking.com,
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