

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into as of the date all signatories below have executed the Agreement (the "Effective Date") by Plaintiff, [REDACTED] Defendant, Bank of America, N.A. ("Bank of America"), and Defendant, Real Time Resolutions, Inc. ("Real Time"). Bank of America, N.A., and Real Time Resolutions, Inc., shall collectively be referred to as "Defendants." Defendants and Plaintiff are collectively the "Parties," and each individually is a "Party."

Formatted: Highlight

RECITALS

This agreement is entered into with reference to the following facts and recitals which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

WHEREAS, Plaintiff owns real property located at [REDACTED] (the "Property");

Formatted: Highlight

WHEREAS, on or about April 9, 2004, Plaintiff executed a promissory note in the amount \$60,800 in favor of Argent Mortgage Company, LLC (the "Note") in connection with a mortgage loan (the "Mortgage") obtained by Plaintiff and secured by the Property (the "Loan");

WHEREAS, Deutsche Bank National Trust Company is the trustee for the Loan (the "Trustee").

WHEREAS, Bank of America is the master servicer for the Loan, and Real Time is the current sub-servicer for the Loan.

WHEREAS, on or about June 17, 2014, Plaintiff filed a lawsuit against Bank of America, styled [REDACTED] v. Bank of America Corporation [sic], Real Time Resolutions Resolutions [sic], Inc., Argent Mortgage Company, L.L.C., U.S. Middle District of Florida Case No. 3:14-cv-00703-BJD-JBT, which, along with any amendments, counterclaims, cross-claims, third-party claims, interventions, removals and appeals of the lawsuit shall be referred to as the "Litigation";

Formatted: Highlight

WHEREAS, Plaintiff alleges Defendants violated the Real Estate Settlement Procedures Act and the Fair Debt Collection Practices Act, and Plaintiff contends Bank of America violated the Truth and Lending Act, which claims are denied by Defendants;

WHEREAS, the Parties agree that it is in their mutual interests to avoid the uncertainty and expense of this Litigation by reaching a settlement and accommodation of the certain matters encompassed herein, without any admission of law or fact;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND RELEASES

1. SETTLEMENT PROVISIONS

- A. **Agreement Execution.** ~~Within five (5) business days from the date of request by Bank of America's counsel~~ Within 10 business days of Bank of America's execution of the Agreement, Plaintiff as identified below shall execute this Agreement and deliver to Bank of America's counsel the executed Agreement and one completed W-9 tax form.

- B. **Dismissal with Prejudice.** Within three ~~(3)~~ business days of ~~Bank of America's counsel's request for Plaintiff to execute this Agreement pursuant to paragraph 1.A~~ the Effective Date, Plaintiff shall file an executed Notice of Dismissal with Prejudice together with any other documents required to dismiss the Litigation with prejudice.
- C. **Lien Release.** Bank of America, on behalf of the Trustee and Real Time shall cease any further attempts to collect on the Loan and deem the account uncollectable. Real Time shall ~~file to the~~ release of the the Mortgage on the Property (the "Lien Release") within ten (10) days of the Effective Date. Plaintiff acknowledges that Defendants and Trustee may report the Lien Release in accordance with the requirements of the Internal Revenue Service and any applicable state tax law. Plaintiff further acknowledges that Real Time cannot guarantee, warrant, or take responsibility for the accuracy or expediency of the processing of the Lien Release.
- D. **Full Satisfaction.** The Lien Release referenced in Paragraph 1. ~~CBC~~ is provided in full satisfaction of each and every claim made, or that could have been made, by Plaintiff in the Litigation. Plaintiff agrees that he is solely responsible for all attorneys' fees and costs that Plaintiff may have incurred in connection with the Litigation.
- E. **Credit Reporting.** As of the Effective Date, Defendants shall cease reporting negative information regarding the Loan to the major credit reporting agencies (the "CRAs"). Plaintiff acknowledges that the Defendants have no obligation to delete or otherwise alter past reporting to CRAs. Defendants are not responsible for actions taken by the CRAs or the CRAs failure to timely or accurately report information regarding the Loan. Plaintiff expressly acknowledges that the Defendants do not own or control the CRAs (which are separate entities) and is not responsible for what actions or inactions they take regarding the Loan. Plaintiff agrees that it is Plaintiff's responsibility to contact the CRAs to verify that they have accurately reported credit information regarding the Loan and that no cause of action can or will be stated, including any for breach of this Agreement, against Defendants in the event any CRA fails to accurately report Plaintiff's credit history. Plaintiff expressly acknowledges that he understands the limitations of Defendants in this regard, and that any action, inaction, omission and/or error by the CRAs is not and shall not be attributable to Defendants in any way.
- F. **Plaintiff's Release.** For valuable ~~of the Lien Release pursuant to Paragraph 1.C~~, the receipt and sufficiency of which are hereby expressly acknowledged, the Plaintiff for himself and each of his present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns and all those who claim through them or could claim through them (collectively "Releasers") unconditionally and irrevocably remise, waive, satisfy, release, acquit, and forever discharge Defendants and Trustee and each of their present, former and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for them or on their behalf, as well as any past, present or future person or any entity that held or holds any interest in the Loan), and the underlying Note, deed of trust and/or Mortgage, including but not limited to Bank of America Corporation and all of its subsidiaries and affiliates [collectively the "Releasees"], and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits,

debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Releasors, or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, including, without limitation, the claims made or which could have been made by the Plaintiff arising from the origination or servicing of the Loan (in any manner) as well as in any way related to the underlying Property, Note, Mortgage, and/or deed(s) of trust, any servicing act or omission thereon as well as any claim or issue which was or could have been brought in the Litigation (collectively "Released Matters").

- G. **Confidentiality and Notices.** As a material inducement and an indivisible part of the consideration to be received by the Defendants to enter into this Agreement, the Parties agree that it is appropriate to maintain the allegations made in the Litigation, any discovery exchanged between them in the Litigation, this Agreement, the terms of this Agreement, and the settlement provided for herein (collectively the "Information") as confidential on a going forward basis as of the date of this Agreement. Toward that end, the Parties agree that they and their attorneys will neither disclose nor reveal to any person or entity or directly or indirectly publish, publicize, disseminate or communicate to any person or entity the Information on a going forward basis as of the date of this Agreement, including but not limited to a prohibition on the Plaintiff, his attorney, and any past or present agents of Plaintiff posting or otherwise disclosing Information on the Internet or any other paper or electronic media outlet (including but not limited to news organizations websites or newspapers, email, Facebook, MySpace, Twitter, etc.). The only permitted disclosure of Information hereunder is to the persons or entities specifically identified in subparagraphs (i)-(viii) below:
- i) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement within any lawsuit before a United States court of competent jurisdiction only in response to a Court order to that effect. The Parties further agree that, to the extent they or their attorneys receive legal process designed to disclose any Information deemed confidential under this Agreement, the disclosing Party will provide advance written notice to counsel for the non-disclosing Party within three (3) business days of receiving such subpoena, court order or other legal process, so that the non-disclosing Party has the option of taking steps to protect the confidentiality of this Agreement, its terms or any Information deemed confidential under this Agreement;
 - ii) The Parties' respective officers, directors, employees, attorneys, financial advisors, accountants, insurers, auditors, and other professional advisors who regularly have access to Information of this type in order to perform their duties, and/or with whom the Parties, may consult regarding any aspect of this Agreement, provided that such persons or entities first agree to maintain this Agreement, the terms of this Agreement and the settlement provided for herein as confidential;
 - iii) Any Federal, state or other regulatory agency or body or governmental authority, including but not limited to the United States Securities and Exchange Commission ("SEC") or the Office of the Comptroller of the Currency to which the Parties are required to report Information of this type, or when such disclosure is specifically requested or demanded by such regulatory agency or body or governmental authority;
 - iv) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement to any investor, servicer or sub-servicer with respect to the Loans, and any trustee, beneficiary or nominee (including their successors or assigns) identified in the Notes, Security Instrument or any assignment thereof pertaining to the Loans, provided that such persons or entities first agree to maintain this Agreement, the terms of this Agreement, and the settlement provided for herein as confidential;

- v) In the event any Releasee (as defined herein) is named in an action pertaining to any Released Matter (as defined herein), the Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement to said Releasee for the purpose of defending against any claims that may be subject to the Release provided for in this Agreement, and said Releasee may disclose so much of this Agreement as may be necessary to defend against such claims.
 - vi) If required by the SEC to be included in public filings (such as, for example, in annual reports filed on Form 10-K or quarterly reports filed on form 10-Q);
 - vii) Federal, state and local taxing authorities (such as, for example, the United States Internal Revenue Service), as necessary in tax returns or other tax reporting documents, and/or in response to an audit or similar inquiry; and/or
 - viii) A Court of competent jurisdiction to enforce this Agreement and/or maintain its confidentiality (any such proceeding to be filed under seal if possible).
- H. **NON-DISPARAGEMENT.** Releasors, their counsel, and their agents will not, directly or indirectly, make any negative or disparaging statements against the Releasees maligning, ridiculing, defaming, or otherwise speaking ill of the Releasees, and their business affairs, practices or policies, standards, or reputation (including but not limited to statements or postings harmful to the Releasees' business interests, reputation or good will) in any form (including but not limited to orally, in writing, on social media, internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to this Agreement, Information (as defined above) and the factual allegations made in the Litigation or any matter covered by the release within this Agreement. Nothing in the Agreement shall, however, be deemed to interfere with each Party's obligation to report transactions with appropriate governmental, taxing and/or registering agencies.
- I. **Excluded Claims:** This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or among the Parties, including, for example, existing loans encumbering other property of the Plaintiff, credit cards held by Plaintiff or any other banking, credit card or investment relationship with the Defendants or the Trustee, including but not limited to Bank of America, N.A., and/or its affiliated entities.

2. ADDITIONAL TERMS

- A. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate, and substantial, and consists only of the terms set forth in this Agreement.
- B. **Covenant Not to Sue.** The Plaintiff agrees not to cause claims to be made in any court or other forum against the Releasees for any matter within the scope of the releases contained herein.
- C. **Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.
- D. **No Admission of Liability.** Each of the Parties understand and agree that this Agreement and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Agreement and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, bankruptcy case, administrative action, or any judicial or administrative proceeding if

offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

- E. **Waiver.** The failure of Plaintiff to demand from Defendants performance of any act under the Agreement shall not be construed as a waiver of Plaintiff's right to demand, at any subsequent time, such performance. The failure of Defendants to demand from Plaintiff performance of any act under the Agreement shall not be construed as a waiver of Defendants' right to demand, at any subsequent time, such performance.
- F. **Tax Consequences.** The Plaintiff agrees that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit he receives pursuant to this Agreement, he will be solely responsible for paying such taxes. Defendants make no representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by Defendants. Plaintiff further expressly acknowledges that he neither received nor relied upon any tax advice from the Defendants or its representatives and attorneys.
- G. **Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Florida without regard to Florida's choice of law rules.
- H. **Parties' Counsel.** As used in this Agreement, the phrase "Plaintiff's Counsel" means Mark Tischhauser, Esq., Tischhauser Law Group, 2005 Pan Am Circle, Tampa, Florida 33607-2359, and any and all of its current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees and affiliates. Plaintiffs' Counsel represents and warrants that (i) the term "Plaintiff's Counsel," as defined above, includes all persons (natural or legal) and entities having any interest in any award of attorneys' fees or litigation costs to Plaintiff's Counsel in connection with the Litigation; or (ii) if there are other persons or entities having any interest in any award of attorneys' fees or litigation costs in connection with the Litigation, they will be satisfied by Plaintiff's Counsel. As used in this Agreement, the phrase "Bank of America's Counsel" means Liebler, Gonzalez and Portuondo, and Andrew Kemp-Gerstel, 44 W. Flagler Street, Suite 2500, Miami, Florida, 33130.
- I. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.
- J. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.
- K. **Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.
- L. **Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the

Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement. This provision does not apply either to any other business relationship between the Parties (e.g., a credit card, investment or bank account) not related to the subject matter of the release with this Agreement or to the Loan, Note, deeds of trust and/or Mortgage at issue herein unless they have been invalidated or modified by the terms of this Agreement.

- M. Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.
- N. Negotiations.** All negotiations have been conducted in English. If necessary, Plaintiff has had this document translated by a translator of Plaintiff's choice to Plaintiff's satisfaction. Plaintiff represents and warrants that Plaintiff has had all terms explained to Plaintiff and that by signing below Plaintiff fully understands and agrees to them.
- O. Authority.** Plaintiff represents and warrants that he has not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released Matters herein to any person or entity, and that Plaintiff is not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released Matters covered by this Agreement. Plaintiff further affirms that he is fully capable of executing this Agreement and understands its contents and further that he has legal counsel of his own choice or that he has had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.
- P. Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.
- Q. Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the Releasees shall be deemed to be intended third-party beneficiaries of this Agreement.
- R. Attorneys' Fees.** Unless otherwise expressly set forth herein, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the Litigation and the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels.
- S. Waiver of Trial by Jury.** The Parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, any document contemplated to be executed, or any underlying matter, course of dealing, statement (whether verbal or written) or action of the Parties.
- I. Other Accounts/ Future Events.** The Parties understand and agree that this Agreement shall not, under any circumstances, be deemed to prohibit Defendants (or any other person or entity) from continuing to take any actions with regard to any other mortgage, credit or account obtained by Plaintiff

from Defendants, including but not limited to such actions as acceleration and foreclosure as may be appropriate in the event of a future default on any other mortgage or credit obtained by Plaintiff from Defendants.

¶U. Parties to this Agreement. Plaintiff understands and acknowledges that this Agreement relates to Bank of America, N.A., and Real Time Resolutions, Inc., notwithstanding the fact that the Litigation failed to properly name either entity by its legal name.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement as of the day and year first below written.

Plaintiff, [REDACTED]

Formatted: Highlight

County of _____ in the State of Florida. On this, the ____ day of _____, 2015, before me a notary public, the undersigned officer, personally appeared Robert Roach, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

Defendant, Real Time Resolutions, Inc.

Signature: _____

Name By: _____

Title: _____

Date: _____

STATE OF Texas §

§

COUNTY OF Dallas §

Before me, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the _____ of Real Time Resolutions, Inc. and that he executed the foregoing document in such capacity on behalf of Real Time Resolutions, Inc. for the purposes therein recited.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas

Defendant: Bank of America, N.A.,
as attorney in fact for :

Deutsch Bank National Trust Company as Trustee for the holders of the GSAMP Trust 2004-HE2 Mortgage
Pass-Through Certificates Series 2004-HE2

Signature: _____

Name: _____

Title: _____

Date: _____

_____ of _____
_____ of _____

SUBSCRIBED and SWORN to before me on this ____ day of _____, 20____, by
_____, known to me (or satisfactorily proven to me through production of
_____ as identification) to be the person(s) who appeared before me.

(seal)

Print Name: _____
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____