

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

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

Plaintiff,

CASE NO. 07-43672 CA 09

vs.

BERMAN MORTGAGE CORPORATION,  
a Florida corporation, M.A.M.C.  
INCORPORATED, a Florida corporation,  
and DANA J. BERMAN, as Owner and  
Managing Member,

Defendants,

and

DB ATLANTA, LLC, a Florida Limited  
Liability Company, *et al.*

Relief Defendants.

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**ORDER PERMANENTLY ENJOINING PROSECUTION OF CLAIMS AGAINST  
DANA J. BERMAN**

This matter came before the Court without hearing, upon the filing of an Affidavit of Compliance by Michael I. Goldberg, as State Court Appointed Receiver over Defendants Berman Mortgage Corporation and M.A.M.C. Incorporated and Relief Defendants DB Atlanta, LLC, *et al.*<sup>1</sup> pursuant to the terms of the Order Granting the

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<sup>1</sup> The Relief Defendants are DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC, Normandy Holdings III, LLC, Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

Motion for Approval of Settlement Agreement and Entry of Bar Order Conditionally Enjoining Lenders From Prosecuting Claims Against Defendant Dana J. Berman (the "Order"). The Court, having reviewed the Affidavit of Compliance and being advised that Dana J. Berman ("Berman") has fulfilled the Obligations set forth in the Order and Settlement Agreement entered into by and between the Receiver and Berman, finding good cause exists for the entry of this Order, and being otherwise fully advised in the premises, it is

**ORDERED and ADJUDGED that:**

1. The Receiver shall provide Berman with a release of the non-excluded claims he has against Berman arising in connection with Berman's dealings with the Receivership Defendants.

2. All parties identified on the attached Exhibit A, including their successors, assigns, affiliates and privies (collectively the "Enjoined Parties"), shall unless otherwise expressly excluded from the terms of the Release or this Order, be *permanently* barred and enjoined from commencing, prosecuting, or asserting either directly or in any other capacity, against Berman, any and all liabilities, judgments, rights, claims, cross-claims, counterclaims, demands, suits, matters, obligations, damages, debts, losses, costs, actions and causes of action, of every kind and description arising under common law, rule, regulation or statute, whether arising under state or federal laws, and whether presently known or unknown that the Enjoined Parties now have, ever had or may claim to have in the future arising out of, related to, or which was or could have been asserted against Berman, based upon, relating to, or arising out of their loans to, or other transactions or

dealings with, the Receivership Entities, and are barred from commencing, prosecuting, continuing or otherwise asserting any such claims against Berman.

3. Nothing contained in this Order or any other order entered in connection with the Receiver's Motion for Approval of Settlement Agreement and Entry of Bar Order Conditionally Enjoining Lenders from Prosecuting Claims Against Defendant Dana Berman shall bar or preclude the following claims:

a) Contribution and/or indemnification claims asserted against any settling party by a non-settling party that is sued for any reason by either the Receiver, the Lenders or any other party based on claims arising out of or in way related to the activities of Berman Mortgage, MAMC or any related entity. Such contribution and indemnity claims are in no way affected by this Order and are expressly preserved;

b) Civil or criminal claims of the government or any of its agencies including any restitution claims subsequently awarded in any criminal proceeding in favor of the government or any victim;

c) Any claims of wrongdoing against Berman which are or may be covered by the insurance policies of MAMC Incorporated (Insurance policy No. 1008-00084188C (and its preceding policies)) and/or Berman Mortgage Corp. (Insurance policy 629641 (and its preceding policies));

d) Any claims by parties other than Lenders including but not limited to the claims of Atlantic Lending, LLC, Financial Markets, LLC, Turnberry Bank, Hobo's Marina and Johns Manville Corporation or Mallah Furman; and

e) Any non-Lender claims of Deborah Berman arising out of the dissolution of her marriage to Dana Berman.

**DONE AND ORDERED** in Chambers on this 11 day of Aug, 2009.

Joseph P. Farina  
Circuit Court Judge

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Circuit Court Judge

copies:

Michael I. Goldberg, Receiver

Charles Throckmorton, Counsel to Dana Berman

The Receiver shall serve a copy of this Order to all attorneys of record and to all parties listed on Exhibit A and shall file a certificate of service of this order in the court file.