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KEXUAN YAO

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10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **KEXUAN YAO,**

13 **Plaintiff,**

14  
15 **vs.**

16 **CRISNIC FUND, S. A.;**  
17 **ANTHONY GENTILE;**  
18 **IFG OPPORTUNITY FUND, LLC;**  
19 **ED FURMAN;**  
20 **and Does 1-10,**

21 **Defendants.**  
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Case No.: SACV 10-1299 AG (JCGx)

**STIPULATED JUDGMENT**

Discovery cut-off: October 29, 2012  
Pre-trial Conf: January 14, 2013; 8:30 a.m.  
Trial Date: January 29, 2013; 9:00 a.m.

1           **IT IS HEREBY STIPULATED** by and between Plaintiff, Kexuan Yao  
2 (“Yao”), through his counsel of record, Corrigan & Morris, LLP, on the one hand,  
3 and Crisnic Fund, S.A., through its President (“Crisnic Fund”), IFG Opportunity  
4 Fund, LLC, through its Managing Member (“IFG”), Anthony Gentile (“Gentile”),  
5 for himself, and Ed Furman (“Furman”), for himself, on the other hand, that:

6           1.     This action was commenced on August 24, 2010 by Yao against  
7 Crisnic Fund, IFG, Gentile and Furman (the “Action”).

8           2.     The parties have litigated the Action for more than two years and are  
9 set to go to trial on January 29, 2013.

10          3.     The parties have agreed to settle the matter, without admitting or  
11 denying any of the allegations made in the Action pursuant to the terms of a  
12 Settlement Agreement dated as of January 16, 2013.

13          4.     Subject to the terms of that Settlement Agreement, Plaintiff shall be  
14 entitled to judgment as follows:

15           a.     against Defendant, Crisnic Fund, S.A. (only), in the amount of  
16 \$3,113,064.29, plus interest at the federal rate from July 8, 2010.

17           b.     Gentile, Furman and IFG are dismissed from the Action with  
18 prejudice.

19           c.     Nothing herein is intended to dismiss or release any of the  
20 obligations under the Parties’ Settlement Agreement dated as of January 16,  
21 2013.

22           d.     The Parties agree to bear their own costs.

23           e.     The Defendants waive any right to appeal this matter or to  
24 challenge this Court’s jurisdiction over the Action or the Settlement  
25 Agreement reached between the parties.  
26

27 **SO STIPULATED.**  
28

1 Dated: January 22, 2013

KEXUAN YAO

2 By: 

3 Print Name: KEXUAN YAO

4 Dated: January \_\_, 2013

CRISNIC FUND, S.A.

6 By: 

7 Print Name: ANTHONY GENTILE

8 Title: PRESIDENT

9 Dated: January \_\_, 2013

IFG OPPORTUNITY FUND, LLC

11 By: 

12 Print Name: ANTHONY GENTILE

13 Title: MANAGING MEMBER

14 Dated: January \_\_, 2013

ANTHONY GENTILE

16 By: 

17 Print Name: ANTHONY GENTILE

18 Dated: January \_\_, 2013

ED FURMAN

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

21 Print Name: \_\_\_\_\_

1 Dated: January \_\_, 2013

KEXUAN YAO

2 By: \_\_\_\_\_  
3 Print Name: \_\_\_\_\_

4 Dated: January \_\_, 2013

CRISNIC FUND, S.A.

5 By: \_\_\_\_\_  
6 Print Name: \_\_\_\_\_  
7 Title: \_\_\_\_\_

8 Dated: January \_\_, 2013

IFG OPPORTUNITY FUND, LLC

9 By: \_\_\_\_\_  
10 Print Name: \_\_\_\_\_  
11 Title: \_\_\_\_\_

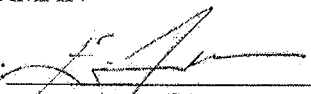
12 Dated: January \_\_, 2013

ANTHONY GENTILE

13 By: \_\_\_\_\_  
14 Print Name: \_\_\_\_\_

15 Dated: January 23, 2013

ED FURMAN

16 By:   
17 Print Name: Ed Furman

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**JUDGMENT**

Upon the Stipulation of the Parties, Judgment is hereby entered in favor of Plaintiff, Kexuan Yao, and against Crisnic Fund, S.A., only, in the amount of \$3,113,064.29, plus interest from July 8, 2010 until the date payment is made by Crisnic Fund, S.A. at the federal judgment rate.

Anthony Gentile, Ed Furman and IFG Opportunity Fund, LLC are dismissed from the Action with prejudice.

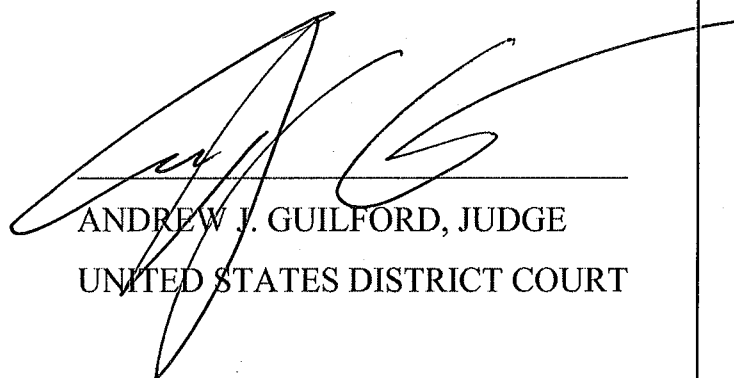
Nothing herein is intended to dismiss or release any of the obligations under the Parties' Settlement Agreement dated as of January 16, 2013.

The Parties agree to bear their own costs.

The Defendants are determined to have waived and forfeited any right to appeal this Judgment or to challenge this Court's jurisdiction over the Action, the Settlement Agreement reached between the parties or this Judgment.

The Court retains jurisdiction to enforce the terms of the Parties' Settlement Agreement.

Dated: January 23, 2013



\_\_\_\_\_  
ANDREW J. GUILFORD, JUDGE  
UNITED STATES DISTRICT COURT