

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
IN ADMIRALTY  
Case No. 08-20599-CIV-HOEVELER/Brown

GREAT LAKES REINSURANCE (UK)  
PLC,

Plaintiff,

v.

CARLOS JIMENEZ and KEYBANK N.A.

Defendants.

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**FINAL CONSENT JUDGMENT**


THIS CAUSE having come before the Court upon the representation of counsel that an agreement has been reached between Cross-Plaintiff KeyBank National Association ("KeyBank"), of 4910 Tiedeman Road, Brooklyn, Ohio 44144, and Cross-Defendant Carlos Jimenez ("Jimenez"), of 8000 S.W. 14<sup>th</sup> Terrace, Miami, Florida 33144, as to KeyBank's Cross-Claim against Jimenez (the "Agreement"), and the Court having reviewed this Final Consent Judgment and determined that its entry is appropriate, it is hereby

**ORDERED AND ADJUDGED** that Judgment be entered in favor of Cross-Plaintiff KeyBank and against Cross-Defendant Jimenez, in the amount of \$84,768.14. There shall be no post-judgment interest following the execution of this Judgment. It is further ordered that this Court reserves jurisdiction to ensure that in the event Jimenez recovers any proceeds under his insurance policy referenced in Great Lakes Insurance Company's ("Great Lakes") Complaint in the above-captioned lawsuit, those proceeds, up to the sums owed KeyBank pursuant to this judgment, shall be disbursed to KeyBank in satisfaction of the monies due and owing to KeyBank as referenced in its Cross-Claim against Jimenez. Any monies received by KeyBank from Jimenez and/or Great Lakes, by virtue of KeyBank's status as a loss payee on the Great

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Lakes insurance policy referenced in Great Lake's Complaint, and by virtue of KeyBank's status as a secured creditor of Jimenez, shall serve to reduce the Judgment entered herein. Additionally, the Court hereby retains jurisdiction over this action and the parties for purposes of enforcing the terms of this Final Consent Judgment, and to resolve any disputes that arise between the parties over the Agreement that has been entered into between the parties. Upon dismissal, each of the parties hereto shall bear its own costs and attorney's fees

SO ORDERED at Miami, Florida, this 9<sup>th</sup> day of Sept, 2008.

  
WILLIAM M. HOEVELER  
UNITED STATES DISTRICT JUDGE

**CONSENTED TO BY:**

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