

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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RENSELAER ACACIA CORPORATION,

Plaintiff,

-against-

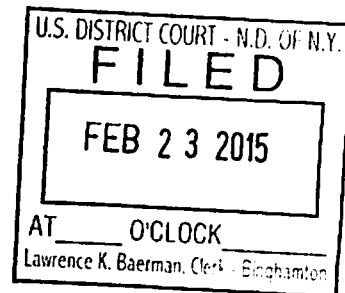
IAN F. FINN,

Defendant.

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Civil Action

No. 1:13-CV-1167 (TJM/TWD)



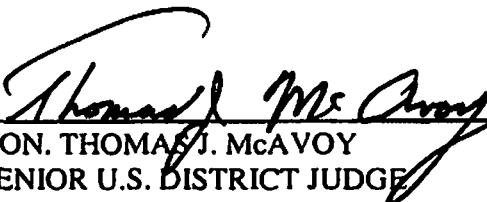
**ORDER DIRECTING ENTRY OF JUDGMENT UPON STIPULATION**

Upon the prior Order of this Court granting Plaintiff's Motion to hold Defendant in default and directing that a hearing be conducted as to the amount of damages, and the matter having been scheduled for trial on January 21, 2015, and the parties having entered into a written Settlement Agreement which has been filed on the docket, the Stipulation Settling Action, and upon the Application of both parties and for good cause shown, it is hereby

**ORDERED**, that Plaintiff is granted Judgment against Defendant Ian Finn in the amount of **Two Hundred Seventy-Eight Thousand and 00/100 Dollars (\$278,000.00)** for fraud and breach of fiduciary duty in full satisfaction of the amount sought by Plaintiff in this pending litigation, and it is further

**ORDERED**, that the terms of the written Settlement Agreement shall remain in full force and effect after the filing of the Judgment.

DATED: February 23, 2015

  
\_\_\_\_\_  
HON. THOMAS J. McAVOY  
SENIOR U.S. DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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RENSELAER ACACIA CORPORATION,

-against-

Plaintiff,

Civil Action

No. 1:13-CV-1167 (TJM/TWD)

IAN F. FINN,

Defendant.

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**STIPULATION SETTling ACTION**

**IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, the attorneys of record for the parties to the above entitled action, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the above-entitled action be, and the same hereby is, settled between the parties, without costs or attorneys' fees to either party as against the other, and pursuant to the Settlement Agreement signed by the parties annexed hereto; and

**IT IS FURTHER STIPULATED AND AGREED** that the Court may enter the annexed Order directing entry of judgment.

**THIS STIPULATION** may be filed without further notice with the Clerk of the Court.

DATED: January 20, 2015

HODGSON RUSS LLP  
Attorneys for Plaintiff

By: 

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

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RENSELAER ACACIA CORPORATION,

Plaintiff,

-against-

IAN F. FINN,

Defendant.

---

Civil Action  
No. 1:13-CV-1167 (TJM/TWD)

**SETTLEMENT AGREEMENT**

**WHEREAS**, Plaintiff Rensselaer Acacia Corporation has commenced an action against Defendant Ian F. Finn, its former Treasurer, alleging fraud and breach of fiduciary duty in his handling of Plaintiff's accounts; and

**WHEREAS**, Plaintiff asserts that its damages exceed \$310,000.00; and

**WHEREAS**, Defendant Ian Finn has pleaded guilty to one count of wire fraud against Plaintiff, thereby acknowledging fraud against Plaintiff in the amount of \$238,000.00; and

**WHEREAS**, a trial is scheduled for an evidentiary hearing on January 21, 2015 on Plaintiff's claims against Ian Finn; and

**WHEREAS**, the parties hereto desire to settle this pending litigation without trial; and

**WHEREAS**, Plaintiff is willing to settle this matter for \$298,000.00 less payments received from or on behalf of Ian Finn; and

**WHEREAS**, Defendant Ian Finn has repaid Twenty Thousand and 00/100 Dollars (\$20,000.00) to Plaintiff, leaving \$278,000.00 still due from the settlement sum as of the date hereof.

**NOW, THEN, IT IS AGREED** between the parties that:

1. Ian Finn shall agree to entry of a Civil Judgment against him in the amount of \$278,000.00 for fraud and breach of fiduciary duty in full satisfaction of the amounts sought by Plaintiff in this pending litigation.

2. Ian Finn shall further cooperate with Plaintiff in paying this amount through the sale of real property owned by a Limited Liability Company in which Ian Finn and his mother each hold a one-third interest.

3. Any payments made by Shane O'Brien shall be credited to Ian Finn's obligations under the Judgment.

4. Ian Finn shall resign from the Acacia Fraternity.

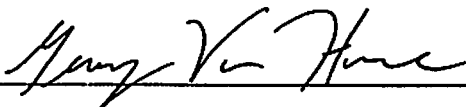
5. Plaintiff retains the right to pursue execution of its Judgment against Ian Finn to the extent said Judgment is not paid in full.

6. Each party hereto acknowledges that they are represented by counsel and that their respective counsel has reviewed the terms herein with said parties and they voluntarily agree to the terms hereof.

7. There are no other terms and conditions or oral representations or promises given or exchanged between the parties hereto. This written Agreement incorporates all terms of settlement between the parties hereto.

8. This Settlement Agreement cannot be modified unless in a written Agreement signed by both parties hereto.

**RENSELAER ACACIA CORPORATION**

By: 

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**IAN F. FINN**

8. This Settlement Agreement cannot be modified unless in a written Agreement signed by both parties hereto.

**RENSELAER ACACIA CORPORATION**

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

  
\_\_\_\_\_  
**IAN F. FINN**

STATE OF ~~NEW YORK~~ Georgia )  
COUNTY OF Fulton ) :ss.

On the 14<sup>th</sup> day of January, 2015, before me, the undersigned, personally appeared George Vanhorne III, on behalf of Rensselaer Acacia Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Erika Brown  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Comm. Expires  
March 3, 2017

  
Notary Public

STATE OF )  
COUNTY OF ) :ss.

On the \_\_\_\_ day of January, 2015, before me, the undersigned, personally appeared Ian F. Finn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 )  
 ) :ss.  
 )  
COUNTY OF )

On the \_\_\_\_\_ day of January, 2015, before me, the undersigned, personally appeared \_\_\_\_\_, on behalf of Rensselaer Acacia Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF New Jersey )  
 )  
 ) :ss.  
 )  
COUNTY OF Essex )

On the 14<sup>th</sup> day of January, 2015, before me, the undersigned, personally appeared Ian F. Finn, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Kimberly J. Mende*  
\_\_\_\_\_  
Notary Public

