

Prepared by Counsel

JUL 07 2020

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO

CLERK OF THE COURT
BY: 
Deputy Clerk

INSURANCE COMMISSIONER OF THE STATE
OF CALIFORNIA,

No. CPF-16-515183

Applicant,

v.

CASTLEPOINT NATIONAL INSURANCE
COMPANY, and DOES 1-50, inclusive,

**STIPULATION AND
AGREEMENT
OF SETTLEMENT
AND ORDER**

Respondents.

7-7-20 JR

EITA (ITTY) PRUSS,

INSURANCE COMMISSIONER
OF CALIFORNIA
Applicant

EITA (ITTY) PRUSS,

Applicant.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

STIPULATION AND
AGREEMENT
OF SETTLEMENT

-----X
EITY (ITTY) PRUSS and HARRY L. KLEIN, ESQ.,

Plaintiffs,

Index No. 150223/18

-against-

AMTRUST NORTH AMERICA INC.,
AMTRUST FINANCIAL SERVICES, INC.,
BRIAN KUHN, SHERRI N. PAVLOFF,
FARBER BROCKS & ZANE L.L.P.,
LESTER SCHWAB KATZ & DWYER, LLP,

Defendants.

1 SUPREME COURT OF THE STATE OF NEW YORK
2 COUNTY OF NEW YORK

3 EITA (ITTY) PRUSS,

Plaintiff,

Index No. 160221/18

4 -against-

5 INFINITY OF MANHATTAN, INC., MASSAMBA
6 SECK, BAY RIDGE AUTOMOTIVE
7 MANAGEMENT CORP., AMTRUST NORTH
8 AMERICA INC. AND AMTRUST FINANCIAL
9 SERVICES, INC.,

Defendants.

10 This case having come on for multiple settlement conferences with the Honorable Judge
11 Jeffrey S. Ross, it is hereby stipulated that this matter is settled pursuant to the following terms
12 and conditions:

13 1. Eita (Itty) Pruss (hereinafter "Pruss"), AmTrust Financial Services, Inc. AmTrust
14 North America, Inc. and Brian Kuhn, (hereinafter "AmTrust"), and the Insurance Commissioner
15 of the State of California, as Liquidator, of the Estate of CastlePoint National Insurance Company
16 (hereinafter "Commissioner") (collectively "Parties"), stipulate that the settlement does not
17 constitute an admission of liability by any Party hereto, and that this settlement is reached to save
18 the expenditure of substantial monies and assets on the above captioned litigations.

19 2. The Parties agree that the total sum of Four Million (\$4,000,000.00) Dollars ("Total
20 Settlement Amount"), shall be paid to Eita Pruss and her attorneys The Edelsteins Faegenburg and
21 Brown, in portions as follows: \$2,190,000 by AmTrust; and \$1,810,000 by the Commissioner from
22 the Estate of CastlePoint National Insurance Company (hereinafter "CastlePoint"), as a present
23 valued discount of the estimate of the percentage to be paid to approved Class 2 Claims as payment
24 in full to resolve all Pruss' claims against the Parties, arising from, or in any way related to, the
25 actions and special proceedings set forth in the captions above and the matters and transactions
26 described in the pleadings, claims and submissions therein submitted to the Superior Court of the
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1 State of California in and for the County of San Francisco and in the actions captioned above
2 pending in the Supreme Court of the State of New York, County of New York. The Parties
3 expressly agree that in no event shall AmTrust or the Commissioner be liable or responsible to
4 Pruss for the other's portion of the Total Settlement Amount.

5
6 3. Pruss agrees to accept said sums with knowledge that she will be barred from any
7 further proceedings of any kind or nature against AmTrust, their affiliates, subsidiaries, officers,
8 directors, employees, agents, attorneys, (excepting from this provision attorney Sherri Pavloff and
9 the law firm Farber Brocks & Zane, LLP, and the law firm of Lester Schwab Katz & Dwyer, who
10 and which Pruss is currently suing and which lawsuit may be pursued either individually or as part
11 of a consolidated action with AmTrust), CastlePoint, and the Commissioner in the future in any
12 way concerning the matters referenced in the above captioned actions and proceeding.

13
14 4. This settlement is further conditioned upon full execution of this Stipulation And
15 Agreement of Settlement, and the following conditions:

16 a. Full and complete payment of the AmTrust portion of the Settlement Amount will be
17 made within thirty (30) days of the execution of this Stipulation by all Parties.

18 b. The Commissioner's obligation to pay his full portion of the Total Settlement Amount
19 is conditioned upon the entry of an order by the court in the Liquidation proceeding for CastlePoint
20 approving the payment by the Commissioner of the amount specified in paragraph 2 hereof.

21 c. Pruss shall execute and provide to counsel for AmTrust a stipulation documenting the
22 dismissal with prejudice, and without costs to any Party, of all pending actions or proceedings
23 against AmTrust, either in New York or California, including the captioned case bearing Index
24 No. 150223/18, as *against AmTrust, including Kuhn, only*, and the captioned case bearing Index
25 No. 160221/2018, which case is to be dismissed in its entirety. (Copies of the form of dismissal
26 are appended hereto as Exhibits 1, and 2 respectively.) Such dismissals will be held in escrow by
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1 counsel for the respective Parties until such time as the Total Settlement Amount (defined as
2 \$4,000,000.00) is paid by good funds, and such dismissals may only be filed with the court upon
3 written confirmation by Pruss' counsel upon clearance in his law office's IOLA account of the
4 Total Settlement Amount.

5
6 d. Pruss will execute a full and complete release prepared by AmTrust's counsel and
7 counsel for the Commissioner which release shall include an express waiver of California Civil
8 Code section 1542, thereby releasing AmTrust, the CastlePoint estate and the Commissioner from
9 known and unknown claims which release will be held in escrow by AmTrust's counsel pending
10 the payment of the Settlement Amount as set forth in Paragraph 4.a. and 4.b., above, at which time
11 the Release will be provided by AmTrust's counsel to counsel for the Commissioner and to
12 AmTrust. (Form of the release is attached hereto as Exhibit 3).

13
14 e. Excluding the Commissioner, Harry L. Klein, Esq., co-plaintiff in the New York
15 County Supreme Court action bearing Index No. 150223/18 joins Pruss in the dismissal of his
16 claims as to AmTrust and Brian Kuhn in that action. The Stipulation of Discontinuance (see
17 Exhibit 1) and the Release (form attached as Exhibit 4) by Harry L. Klein, Esq. are to be held in
18 escrow under the same terms as Pruss' Release and Stipulation of Discontinuance in paragraph
19 4.c. above.

20
21 f. AmTrust and Pruss shall bear her/its/their own costs and attorney's fees in connection
22 with all the litigations captioned and otherwise referenced herein.

23
24 g. Excluding the Commissioner, AmTrust and Pruss shall prepare and file motion papers
25 necessary to consolidate their respective New York State Supreme Court lawsuits pending in New
26 York County against Sherri Pavloff and Farber Brocks & Zane (hereinafter "FBZ") into a single
27 action with a caption for the Supreme Court State of New York, County of New York: AmTrust
28 North America, Inc. and Eity (Itty) Pruss, Plaintiffs –against- Sherri Pavloff and Farber Brocks &

1 Zane, LLP, Defendants, and bearing Index No. 1568855/2019; together with a second caption for
2 Supreme Court of the State of New York, County of New York: Eity (Itty) Pruss and Harry L.
3 Klein, Esq., Plaintiffs, -against- Lester Schwab Katz & Dwyer LLP, Defendant, and bearing Index
4 No. 150223/18. AmTrust may elect its position in the action bearing Index No. 1568855/19 as first
5 named or second named plaintiff in said consolidated action for the sake of order of presentation
6 of evidence as well as order of opening and closing statements at any trial of the consolidated
7 action.
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9 h. Excluding the Commissioner, AmTrust, Pruss and their counsel will engage in good
10 faith cooperation with each other in the consolidated actions, should the court grant such motion,
11 or in the event the actions are not consolidated, Pruss and AmTrust and their respective counsel
12 will still cooperate in good faith for the advancement of each of their and each other's claims, as
13 if the motion to consolidate had been granted. As co-plaintiffs or individual plaintiffs against
14 Pavloff and FBZ, such good faith cooperation shall include, but not be limited to, sharing
15 information and strategies, cooperating in discovery, etc.
16

17 i. Excluding the Commissioner, AmTrust and Pruss will share in any and all recovery
18 obtained against Pavloff and/or FBZ on a 50%-50% basis, unless prior to the time of any such
19 recovery either Pruss or AmTrust is dismissed from the consolidated case, or if not consolidated,
20 the individual case of Pruss or AmTrust is dismissed. The Party whose case is dismissed shall not
21 be entitled to share in any recovery against Pavloff and/or FBZ obtained by the remaining Party
22 or remaining case. This preclusionary provision applies if and when the dismissal is upheld on
23 appeal, or if the dismissed Party opts to forego appeal of said dismissal. If there is an appeal and
24 a recovery is obtained before all appeals are final, the remaining Party's counsel for the non-
25 dismissed Party shall retain 50% of any such recovery in escrow. If the dismissal is finally
26 reversed, the 50% in escrow shall be paid to counsel for the other Party. If the dismissal is
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1 affirmed, then the 50% in escrow shall be paid to the remaining Party's counsel. To the degree
2 that a recovery obtained includes payment for Pruss' and AmTrust's legal fees and expenses, that
3 part of any recovery will also be shared on a 50% - 50% basis as set forth above in this paragraph
4 4.h., including its proviso in case all of the claims made by either Pruss or AmTrust are finally
5 dismissed against one of those Parties.
6

7 j. Excluding the Commissioner, starting with the application to consolidate the Pruss and
8 AmTrust's respective New York actions against Pavloff and/or FBZ, the Parties will share all
9 upfront/out-of-pocket expenses (not legal fees) of said joint litigation as against Pavloff and/or
10 FBZ, on the same 50%-50% basis. However, any expenditure of Five-Hundred (\$500.00) Dollars
11 or more requires consultation and approval of the other co-plaintiff. In the event of a disagreement
12 between the Parties as to case expenditures, the dispute will be resolved as set forth in paragraph
13 4.j. below. However, if there is a resolution of the dispute over expenditures in favor of the Party
14 not wanting to spend more than \$500.00, the other Party may proceed to spend the excess over its
15 share of \$500.00, and the overage above \$500.00 will be borne by the incurring Party should they
16 decide to make the payment at their option and that overage will not be factored into any shared
17 costs calculation.
18

19 k. Excluding the Commissioner, in the event Pruss and AmTrust engage in a dispute
20 stemming from a possible resolution of the consolidated New York action, the Parties have agreed
21 that such dispute will be first mediated by Judge Jeffrey S. Ross, who has agreed to serve as such
22 mediator. In the event Judge Ross cannot so serve, then the parties will either jointly agree on an
23 alternate, or ask the Manhattan, N.Y. office of JAMS to appoint a mediator from a list of six names
24 (three from each Party) presented to it. The cost of such mediation to be shared equally by the
25 parties. In the event the mediation fails, the dispute shall be decided by binding arbitration by the
26 New York City office of the American Arbitration Association ("AAA") which shall appoint the
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1 arbitrator from a list of arbitrators (3 from each Party) unless one such candidate appears on the
2 list of both Parties, in which case the first such name so identified shall be appointed arbitrator.
3 The cost of arbitration to be borne equally.

4 1. The Parties agree that for purposes of enforcement in court of any legal proceeding, or
5 as an affirmative defense, this agreement may be disclosed and admitted into evidence.

6 m. Upon execution and exchange by all Parties of this Stipulation and Agreement of
7 Settlement, the releases called for herein, the dismissal called for herein and the payment of the
8 Settlement Amount, AmTrust and the Commissioner will withdraw their appeals currently pending
9 in the Court of Appeal of the State of California First Appellate District, Division Five.

10 5. This Agreement may be executed in one or more counterparts, each of which shall be
11 deemed an original, and will become effective and binding upon the Parties at such time as all the
12 signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall
13 constitute one Agreement binding on all the Parties hereto, notwithstanding that all of the Parties
14 are not a signatory to the same counterpart. The Superior Court of California, County of San
15 Francisco reserves jurisdiction to enforce the terms and conditions of the settlement pursuant to
16 California Code of Civil Procedure section 664.6 upon noticed motion of any Party. Each of the
17 Parties acknowledge that the Superior Court of California, County of San Francisco has personal
18 jurisdiction over them, and each agrees that in the event an enforcement action is necessary, each
19 Party agrees that it or they will not assert a defense based on, or objection to, the jurisdiction of
20 the Superior Court of California, County of San Francisco to entertain and issue a Judgment in
21 such a matter. The Parties each request the Court to retain jurisdiction pursuant to C.C.P § 664.6.
22 The Parties and counsel signing below understand and agree to this settlement and compromise of
23 the California and New York litigations between them on the basis set forth above.
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1 6. This Stipulation and Agreement of Settlement is binding and enforceable and is
2 effective as of the date So Ordered by the California Superior Court as to AmTrust and represents
3 the final agreement between the Pruss and AmTrust to this dispute, and each of them, pursuant to
4 California Evidence Code section 1123.

5
6 7. This Stipulation and Agreement of Settlement is binding, enforceable, effective and
7 payable as of the date of finality of an order entered in the Liquidation proceeding for CastlePoint
8 approving the payment by the Commissioner of the amount specified in paragraph 2 hereof and
9 represents the final agreement between Pruss and the Commissioner to this dispute, and each of
10 them, pursuant to California Evidence Code section 1123. Finality shall be determined pursuant to
11 Rule 8.104 of the California Rules of Court, Rule 8.104.

12
13 8. Pruss and her counsel agree that Pruss' counsel shall retain the first received portion
14 of settlement monies (be it from AmTrust or the Commissioner) in escrow until such time as the
15 second and final received portion of settlement monies (be it from the Commissioner if AmTrust's
16 payment predates the Commissioner's payment, and vice versa) is fully paid and cleared (inclusive
17 of any court order required for release of said portion). In the event one or both portions are not
18 made, Pruss and her counsel agree to return the first received portion from escrow to the Party that
19 has paid, and this Stipulation and Agreement of Settlement will be deemed null and void.

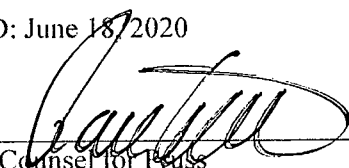
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21 9. Pruss, AmTrust and their respective signatories hereto agree to restrict the use,
22 application, and disclosure of this Stipulation and Agreement of Settlement to the following four
23 (4) litigations: i) California State Superior Court for San Francisco action No. CPF-16-515183; ii)
24 New York State Supreme Court for New York County action Index No. 150223/2018; iii) New
25 York State Supreme Court for New York County action Index No. 160221/2018; iv) New York
26 State Supreme Court for New York County action Index No. 156855/2019; and any related appeals
27 in those actions, if applicable.
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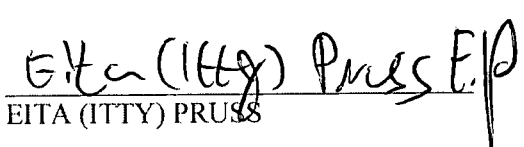
1 10. The Commissioner shall have the discretion to use, apply, and/or disclose this
2 Stipulation and Agreement of Settlement pursuant to, and in the fulfillment of, his responsibilities
3 as Commissioner, conservator, liquidator, and/or rehabilitator, pursuant to the laws of the State of
4 California.

5
6 11. In the event the Commissioner is unable to pay his portion of the Total Settlement
7 Amount following date of entry of the Order Approving Settlement plus as much as 60 days (due
8 to any objection and/or appeal following such objection) Pruss' counsel will be permitted to move
9 the AmTrust portion of this settlement from his IOLA account to an interest bearing account.
10 although Pruss' counsel may not distribute the principal amount of AmTrust's portion of the
11 settlement until such time as the Commissioner has paid his portion to Pruss, in keeping with
12 paragraph 8 above.

13
14 12. This Stipulation and Agreement of Settlement is comprised of ten (10) total pages.

15 DATED: June 18, 2020

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18 _____
19 Counsel for Pruss

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18 _____
19 EITA (ITTY) PRUSS

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20 _____
21 Counsel for AmTrust and Brian Kuhn

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20 _____
21 AmTrust North America Inc.'s
22 Authorized Representative

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23 _____
24 AmTrust Financial Services, Inc.'s
25 Authorized Representative

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25 _____
26 Brian Kuhn

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27 _____
28 Cynthia Larsen, Counsel for Commissioner
of the State of California, as Liquidator

26
27 _____
28 Ricardo Lara, Insurance Commissioner
of the State of California

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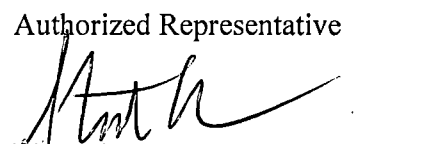
15 DATED: June 18, 2020

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18 _____
19 Counsel for Pruss

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18 EITA (ITTY) PRUSS

19 
20 _____
21 Counsel for AmTrust and Brian Kuhn

19 
20 _____
21 AmTrust North America Inc.'s
22 Authorized Representative

21 
22 _____
23 AmTrust Financial Services, Inc.'s
24 Authorized Representative

25 _____
26 Brian Kuhn

27 _____
28 Cynthia Larsen, Counsel for Commissioner
the State of California, as Liquidator
of CastlePoint

27 _____
28 Ricardo Lara, California Insurance
Commissioner, as Liquidator of CastlePoint
by and through Joseph Holloway, CEO of
the Conservation and Liquidation Office &
Conservation Manager

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10. The Commissioner shall have the discretion to use, apply, and/or disclose this Stipulation and Agreement of Settlement pursuant to, and in the fulfillment of, his responsibilities as Commissioner, conservator, liquidator, and/or rehabilitator, pursuant to the laws of the State of California.

11. In the event the Commissioner is unable to pay his portion of the Total Settlement Amount following date of entry of the Order Approving Settlement plus as much as 60 days (due to any objection and/or appeal following such objection) Pruss' counsel will be permitted to move the AmTrust portion of this settlement from his IOLA account to an interest bearing account, although Pruss' counsel may not distribute the principal amount of AmTrust's portion of the settlement until such time as the Commissioner has paid his portion to Pruss, in keeping with paragraph 8 above.

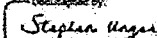
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DATED: June 18, 2020

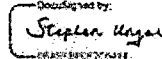

Counsel for Pruss


Counsel for AmTrust and Brian Kuhn

EITA (ITTY) PRUSS

DocuSigned by:


AmTrust North America Inc.'s
Authorized Representative

DocuSigned by:


AmTrust Financial Services, Inc.'s
Authorized Representative



Brian Kuhn

Cynthia Larsen, Counsel for Commissioner
of the State of California, as Liquidator

Ricardo Lara, Insurance Commissioner
of the State of California

1 10. The Commissioner shall have the discretion to use, apply, and/or disclose this
2 Stipulation and Agreement of Settlement pursuant to, and in the fulfillment of, his responsibilities
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4 California.

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15 DATED: June 18, 2020

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17 _____
18 Counsel for Pruss

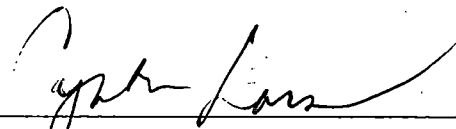
17 _____
18 EITA (ITTY) PRUSS

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20 Counsel for AmTrust and Brian Kuhn

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20 AmTrust North America Inc.'s
21 Authorized Representative

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22 AmTrust Financial Services, Inc.'s
23 Authorized Representative

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25 Brian Kuhn

24 
25 _____
26 Cynthia Larsen, Counsel for California
27 Insurance Commissioner, as Liquidator of
28 CastlePoint

26 _____
27 Ricardo Lara, California Insurance
28 Commissioner, as Liquidator of CastlePoint
by and through Joseph Holloway, CEO of
the Conservation & Liquidation Office &
Conservation Manager

1 10. The Commissioner shall have the discretion to use, apply, and/or disclose this
2 Stipulation and Agreement of Settlement pursuant to, and in the fulfillment of, his responsibilities
3 as Commissioner, conservator, liquidator, and/or rehabilitator, pursuant to the laws of the State of
4 California.

5
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7 Amount following date of entry of the Order Approving Settlement plus as much as 60 days (due
8 to any objection and/or appeal following such objection) Pruss' counsel will be permitted to move
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11 settlement until such time as the Commissioner has paid his portion to Pruss, in keeping with
12 paragraph 8 above.

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14 12. This Stipulation and Agreement of Settlement is comprised of ten (10) total pages.

15 DATED: June 18, 2020

16
17 _____
18 Counsel for Pruss

_____ EITA (ITTY) PRUSS


19 _____
20 Counsel for AmTrust and Brian Kuhn

_____ AmTrust North America Inc.'s
21 Authorized Representative

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23 AmTrust Financial Services, Inc.'s
24 Authorized Representative

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26 Brian Kuhn

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28 Cynthia Larsen, Counsel for Commissioner
the State of California, as Liquidator
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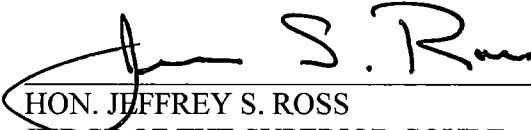
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Ricardo Lara, California Insurance
Commissioner, as Liquidator of CastlePoint
by and through Joseph Holloway, CEO of
the Conservation and Liquidation Office &
Conservation Manager

ORDER

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The parties having requested that this Court reserve jurisdiction, it is hereby ordered that this Court retains jurisdiction pursuant to C.C.P § 664.6. except as to those matters within the jurisdiction of the Liquidation Court.

Dated: July 7 2020


HON. JEFFREY S. ROSS
JUDGE OF THE SUPERIOR COURT

909254v25

EXHIBIT #1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
EITA (ITTY) PRUSS and HARRY L. KLEIN, ESQ.,

Plaintiff,

-against-

AMTRUST NORTH AMERICA INC.,
AMTRUST FINANCIAL SERVICES, INC.,
BRIAN KUHN, SHERRI N. PAVLOFF,
FARBER BROCKS & ZANE L.L.P., and
LESTER SCHWAB KATZ & DWYER, LLP,

Defendants.
-----X

Index no.: 150223/18


**STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE AS TO
ONLY DEFENDANTS
AMTRUST NORTH AMERICA
INC., AMTRUST FINANCIAL
SERVICES, INC., and BRIAN
KUHN**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for all the parties in 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 discontinued **AS TO ONLY DEFENDANTS AMTRUST NORTH AMERICA INC., AMTRUST FINANCIAL SERVICES, INC., and BRIAN KUHN**, with prejudice, without costs to either party as against the other.

The prosecution of this action against all other remaining defendants will continue until the resolution of said action and further stipulation of discontinuance against the remaining defendants is filed.

This stipulation may be filed without further notice with the Clerk of the Court.

Dated: June 18, 2020
New York, New York



Paul J. Edelstein, Esq.
THE EDELSTEINS FAEGENBURG
& BROWN LLP
Attorneys for Plaintiffs
EITA (ITTY) PRUSS, and
HARRY L. KLEIN, ESQ.
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New York, New York 10004
(212) 425-1999
paul@efbpilaw.com

Michael D. Brown, Esq.
RUSKIN MOSCOU FALTISCHEK, P.C.
Attorneys for Defendants
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AMTRUST FINANCIAL SERVICES, INC.
1425 RXR Plaza
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(516) 663-6600
rbrown@rmfpc.com

EXHIBIT #2

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index no.: 160221/2018

-----X
EITA (ITTY) PRUSS,
Plaintiff,

-against-

INFINITI OF MANHATTAN, INC.,
MASSAMBA SECK, BAY RIDGE AUTOMOTIVE
MANAGEMENT CORP., AMTRUST NORTH
AMERICA INC., and AMTRUST FINANCIAL
SERVICES, INC.,

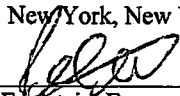
Defendants.
-----X

**STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE AS
TO ALL NAMED
DEFENDANTS**

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the attorneys of record for all the parties in 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 discontinued, with prejudice, without costs to either party as against the other.

This stipulation may be filed without further notice with the Clerk of the Court.

Dated: June 17, 2020
New York, New York



Paul J. Edelstein, Esq.
THE EDELSTEINS FAEGENBURG
& BROWN LLP
Attorneys for Plaintiff
EITA (ITTY) PRUSS
26 Broadway, Suite 901
New York, New York 10004
(212) 425-1999
paul@efbpilaw.com

Michael D. Brown, Esq.
RUSKIN MOSCOU FALTISCHEK, P.C.
Attorneys for Defendants
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AMTRUST FINANCIAL SERVICES, INC.
1425 RXR Plaza
East Tower, 15th Floor
Uniondale, New York 11566-1425
(516) 663-6600
rbrown@rmfpc.com

By: _____
ABRAMS, FENSTERMAN, FENSTERMAN,
EISMAN, FORMATO, FERRARA, WOLF, & CARONE, LLP
Attorneys for Defendants
INFINITI OF MANHATTAN, INC. AND
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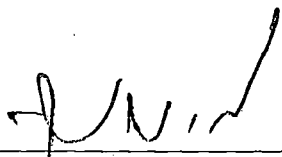
EXHIBIT #3

מספר סידורי: 109/2020 Serial No:

AUTHENTICATION OF SIGNATURE

I the undersigned **Menachem Shenkar** Notary holding license no. 2105166 at 46 Yirmiyahu st. (8 Tchelet Mordechay st. Ganey-Geula), POB 36619 Jerusalem 9136601 Tel: 052-7671006, hereby certify that on 06/21/2020 there appeared before me Ms. Eita Pruss whose identity was proved to me by Israeli ID No. 203171327 issued on 11/19/2017 and signed of her own free will the attached document marked "A".

In witness whereof I hereby authenticate the signature of Ms. Eita Pruss in by my own signature and seal this June 21, 2020.



חתימת הנוטריון

Notary Signature

אימות חתימה

אני הח"מ מנחם שנקר נוטריון בעל רשיון מספר 2105166 מרחוב ירמיהו 46 (תכלת מרדכי 8 גני-גאולה), ת.ד. 36619 ירושלים 9136601 טל' 052-7671006, מאשר כי ביום 21/06/2020 ניצבה לפני גבי איטה פרוס שזהותה הוכחה לי על פי תעודת זהות מספר 203171327 שניתנה ביום 19/11/2017 וחתמה מרצונה החפשי על המסמך המצורף ומסומן באות/מספר "A". ולראיה הנני מאמת את חתימתה של גבי איטה פרוס בחתימת יד ובחותמי היום 21/06/2020.

שכרי בסך 196 ₪ (כולל מע"מ) שולם.



חותם הנוטריון

Notary Seal



1, 2, 3, 4

GENERAL RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT, Eita (ITTY) Pruss as Releasor for herself and for her beneficiaries, heirs, devisees, executors, and administrators, pursuant to the June 2020 So Ordered Stipulation and Agreement of Settlement, and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, receipt whereof is hereby acknowledged, received from, or on behalf of, AmTrust North America Inc., AmTrust Financial Services, Inc., Brian Kuhn, the Insurance Commissioner of the State of California, as Liquidator, and the Estate of CastlePoint National Insurance Company, as Releasees, release and discharge the Releasees, Releasees' predecessors, successors, subsidiaries, affiliates, heirs, executors, administrators, officers, directors, employees, attorneys (excepting from this provision attorney Sherri Pavloff and the law firm Farber Brocks & Zane, LLP, and the law firm of Lester Schwab Katz & Dwyer, who and which Pruss is currently suing and will continue to prosecute any and all claims she has or may have against those defendants), agents (other than Ms. Pavloff and the two (2) law firms identified above), and/or assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, proofs of claim (whether or not allowed), and demands whatsoever, in law, admiralty, or equity which against the Releasees, the Releasor, Releasor's attorneys, agents, heirs, executors, administrators and/or assigns, in their capacity as such, ever had, now have or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this General Release. The Releasor acknowledges that she has been advised of the provisions of Section 1542 of the California Civil Code, and expressly waives any and all rights and benefits that she may have under Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require. This Release may not be changed orally.

IN WITNESS WHEREOF, the Releasor have caused this Release to be executed on June 21, 2020.

By: Eita (Itty) Pruss E.P
EITA (ITTY) PRUSS

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Handwritten mark or signature in the top right corner.

ACKNOWLEDGMENT

STATE OF ISRAEL)
) ss.:
CITY OF JERUSALEM)

On the 21 day of June, 2020, before me, the undersigned, personally appeared EITA (ITTY) PRUSS, 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 Release and acknowledged to me that she executed the same and that by her signature on the instrument, the individual executed the instrument.

NOTARY PUBLIC



EXHIBIT #4

GENERAL RELEASE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT, Harry L. Klein, Esq., as Releasor for himself and for his beneficiaries, heirs, devisees, executors, and administrators, pursuant to the June 2020 So Ordered Stipulation and Agreement of Settlement, and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, receipt whereof is hereby acknowledged, received from, or on behalf of, AmTrust North America Inc., AmTrust Financial Services, Inc., Brian Kuhn, the Insurance Commissioner of the State of California, as Liquidator, and the Estate of CastlePoint National Insurance Company, as Releasees, release and discharge the Releasees, Releasees' predecessors, successors, subsidiaries, affiliates, heirs, executors, administrators, officers, directors, employees, attorneys (excepting from this provision attorney Sherri Pavloff and the law firm Farber Brocks & Zane, LLP, and the law firm of Lester Schwab Katz & Dwyer, who and which Pruss is currently suing and will continue to prosecute any and all claims she has or may have against those defendants), agents (other than Ms. Pavloff and the two (2) law firms identified above), and/or assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, proofs of claim (whether or not allowed), and demands whatsoever, in law, admiralty, or equity which against the Releasees, the Releasor, Releasor's attorneys, agents, heirs, executors, administrators and/or assigns, in their capacity as such, ever had, now have or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this General Release. The Releasor acknowledges that she has been advised of the provisions of Section 1542 of the California Civil Code, and expressly waives any and all rights and benefits that she may have under Section 1542, which provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTIES.

Whenever the text hereof requires, the use of the singular number shall include the appropriate plural number as the text of the within instrument may require. This Release may not be changed orally.

IN WITNESS WHEREOF, the Releasor have caused this Release to be executed on June 23, 2020.

By: Harry L. Klein
HARRY L. KLEIN, ESQ.

