

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 9:19-CV-80633-ROSENBERG/REINHART

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

NATURAL DIAMONDS INVESTMENT CO.,
EAGLE FINANCIAL DIAMOND GROUP INC.
a/k/a DIAMANTE ATELIER,
ARGYLE COIN, LLC,
JOSE ANGEL AMAN,
HAROLD SEIGEL, &
JONATHON H. SEIGEL,

Defendants,

H.S. MANAGEMENT GROUP LLC,
GOLD 7 OF MIAMI, LLC,
WINNERS CHURCH INTERNATIONAL INC.
OF WEST PALM BEACH, FLORIDA,
FREDERICK D. SHIPMAN, &
WHITNEY SHIPMAN,

Relief Defendants.

**ORDER GRANTING RECEIVER'S MOTION TO APPROVE
PRE-SUIT SETTLEMENT WITH NON-PARTY CARMELO DE STEFANO**

THIS CAUSE came before the Court upon the Receiver's Motion to Approve Pre-Suit Settlement with Non-Party Carmelo De Stefano (the "Motion") [DE 197]. The Court has reviewed the Motion, the record, and being otherwise advised in the premises, it is hereby **ORDERED and ADJUDGED** that:

1. The Motion is **GRANTED**.
2. The subject Settlement Agreement (Exhibit A to the Motion) is fair and reasonable; is an arms-length resolution between the Receiver and non-party Carmelo De Stefano; and is in

the best interests of the Receivership Estate. Therefore, good cause exists to approve the Settlement Agreement.

3. The parties to the Settlement Agreement are directed to perform and consummate all terms and conditions set forth in the Settlement Agreement.

4. Because the parties to the Settlement Agreement have agreed that this Court will retain jurisdiction to enforce the Settlement Agreement, the effectiveness of the Settlement Agreement is conditioned upon the Court's entry of this Order in which the Court retains jurisdiction to enforce the terms of the Settlement Agreement. *See Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1280 (11th Cir. 2012). The Court retains such jurisdiction for the duration of the Receivership Estate.

5. The Settlement Agreement is hereby **APPROVED**.


6. By virtue of approving the Settlement Agreement, this Order amends the Agreed Order Concerning the Transfer of Jewelry to Court-Appointed Receiver (the "Agreed Order") [DE 73] to the extent set forth within the Settlement Agreement, and hereby adopted herein, including that:

- a. Mr. De Stefano withdraws and relinquishes (i) any ownership interest he may have in the subject Jewelry (as defined in the Motion and Settlement Agreement); (ii) all legal and equitable rights, title, and interest in the Jewelry; (iii) any rights to have the Jewelry returned to him; (iv) any rights he may have to retain custody, control, and/or possession of the Jewelry; and (v) any other rights he may have regarding the Jewelry;

- b. Mr. De Stefano does hereby release, acquit, waive, and forever discharge the Receiver of the following items: (i) the Jewelry; and (ii) any claimed security interest or any other interest in the Jewelry; and
- c. The Receiver is deemed the legal, lawful, and appropriate owner of the Jewelry and has the unqualified right to sell the Jewelry for the benefit of the Receivership Estate.

DONE AND ORDERED in Chambers in West Palm Beach, Florida, on April 2nd, 2020.

Copies furnished to:
Counsel of record


ROBIN L. ROSENBERG
UNITED STATES DISTRICT JUDGE