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COMMISSION  
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IN THE CIRCUIT COURT OF THE 11TH  
JUDICIAL CIRCUIT IN AND FOR MIAMI-  
DADE COUNTY, FLORIDA

CASE NO: 08-33495 CA 11

In Re:

LATIN NODE, INC.,

Assignor,

to:

MICHAEL PHELAN,

Assignee.

MOTION TO APPROVE SETTLEMENT

COMES NOW, Plaintiff Michael Phelan, as Assignee for the Benefit of Creditors of Latin Node, Inc., (hereinafter "Assignee"), by and through undersigned counsel, who hereby moves this Court to approve a settlement of a lawsuit entitled Latin Node, Inc., v. Nucentcom, Inc., filed in the County Court of Dallas County, Texas, under Case No. CC-08-00462.

Background

1. On June 12, 2008, a petition was filed commencing an Assignment for the Benefit of Creditors Proceeding pursuant to Florida Statutes 727, made by the Assignor, Latin Node Inc.

2. One of the duties of the Assignee is to collect and reduce to money, the assets of the Estate, by suit in any court of competent jurisdiction, pursuant to Florida Statutes § 727.108(1).

3. Prior to the filing of the Assignment, a lawsuit was pending in the Dallas County Court, entitled Latin Node, Inc. v. Nucentcom, Inc. under Case No. CC-08-00467. (the "Lawsuit")

On October 8, 2008, a Settlement Agreement was executed by the parties to the Lawsuit, a copy of which is annexed hereto and made a part hereof as Exhibit "A".

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### The Settlement

4. The Lawsuit, which was brought by Latin Node, Inc. to collect the sum of \$32,607.60 and a counterclaim which was filed by Nucentcom, Inc., was settled for the sum of \$12,000.00 to be paid by Defendant to Michael Phelan, as Assignee.

5. The Assignee believes this settlement is in the best interests of the Estate and creditors.

6. Florida Statute § 727.111(4) provides for the giving of not less than twenty (20) days notice of a proposed settlement. Any timely filed objections to the sale must be filed with the Clerk of the Court at the Miami-Dade County Courthouse, 73 West Flagler Street, Miami, FL 33130, with copies to be received by the Assignee, Michael Phelan, 6861 SW 196<sup>th</sup> Avenue, Bldg. 200, Fort Lauderdale, FL 33332 and Assignee's counsel, Jay M. Gamberg, Esq., Gamberg & Abrams, 4000 Hollywood Boulevard, Suite 350N, Hollywood, FL 33021, no later than 5:00 p.m. on November 14, 2008.

7. Objections, if any, shall be heard on November 18, 2008 at 9:30 a.m., by the Hon. Robert Scola, Jr., in his Chambers in Room 1201 at the Miami-Dade County Courthouse, 73 West Flagler Street, Miami, FL 33130. If no objections are timely filed and served, Assignee may take such action as described in this Notice without further Order of Court.

WHEREFORE, Plaintiff, Michael Phelan, as Assignee for the Benefit of Creditors of Latin Node, Inc., respectfully requests that the Court enter an order approving the settlement of this matter.

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CASE NO: 08-33495 CA 11

In Re:

LATIN NODE, INC.,

Assignor,

to:

MICHAEL PHELAN,

Assignee.

NOTICE OF HEARING  
(Motion Calendar)

TO: ALL CREDITORS AND INTERESTED PARTIES

PLEASE TAKE NOTICE that the Assignee, **Michael Phelan**, by and through his undersigned attorney, will call up for hearing the following:

**ASSIGNEE'S MOTION TO APPROVE SETTLEMENT**

before the Honorable **Robert Scola, Jr.**, Civil Division, at the Miami-Dade County Courthouse, 73 West Flagler Street, Miami, Florida, Room 1201.

DATE: **Tuesday, November 18, 2008**  
TIME: **9:30 a.m.**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the attached list by U.S. Mail, this 21<sup>st</sup> day of October, 2008.

GAMBERG & ABRAMS  
Attorney for Assignee  
4000 Hollywood Boulevard, Suite 350N  
Hollywood, Florida 33021  
Telephone: (954) 981-4411  
Facsimile: (954) 966-6259

BY: \_\_\_\_\_

**JAY M. GAMBERG, Esq.**  
Fla. Bar No: 178235

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, Persons needing a special accommodation to participate in this proceeding should contact the Court ADA Coordinator no later than seven (7) days prior to the proceeding. Telephone (305) 375-2008 or (305) 375-2006 for Court ADA or (954) 981-4411 for the undersigned attorney for assistance. If hearing impaired, telephone (305) 2007 or 1-800-955-8771 for assistance.

DOUBLEDAY NOV 18 2008

DOUBLEDAY NOV 18 2008

LATIN NODE, INC.

Plaintiff

v.

Nucentcom, Inc

Defendant

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§  
§

IN THE DISTRICT COURT OF  
County

08 OCT 23 7:15

DALLAS COUNTY, TEXAS

4 JUDICIAL DISTRICT

**SETTLEMENT AGREEMENT**

The parties hereto agree that this lawsuit and all related claims and controversies between them are hereby settled in accordance with the following terms of this Settlement Agreement.

1. The parties acknowledge that bona fide disputes and controversies exist between them, both as to liability and the amount thereof, if any, and by reason of such disputes and controversies they desire to compromise and settle all claims and causes of action of any kind whatsoever which the parties have or may have arising out of the transaction or occurrence which is the subject of this litigation. It is further understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an admission of liability by any party, all such liability being expressly denied.

2. Each signatory hereto hereby warrants and represents that:

- a. such person has authority to bind the party or parties for whom such person acts.
- b. the claims, suits, rights, and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold, and are free of any encumbrance.

\* MICHAEL PHILAN HAS BEEN ASSIGNED LATIN NODE, INC.'S CLAIM

3. The parties will execute and file an Agreed Order dismissing all claims in the above-styled and numbered case with prejudice. Each party will bear its own costs.

4. Nucentcom, Inc. agrees to pay Latin Node, Inc. <sup>or its successor</sup> the sum of \$5000 (FIVE THOUSAND) dollars (\$ \_\_\_\_\_)

on or before JANUARY 1, 2009 and \$7000 (SEVEN THOUSAND) on before March 1, 2009.

5. or the first business day thereafter

Phelan/LATIN NODE AGREES TO INDEMNIFY Nucentcom, Inc. IF Phelan

IS NOT THE ACTUAL ASSIGNEE OF THIS CLAIM

\* Settlement must be approved by Florida Court, Dade Cty  
CASE NO. 08-33995 CALL; In re Latin Node, Inc.

"A"

**CERTIFICATE OF SERVICE**

**WE HEREBY CERTIFY** that a true and correct copy of the foregoing was mailed to all parties listed on the annexed Schedule, this 21 day of October, 2008.

**GAMBERG & ABRAMS  
Attorneys for Plaintiff/Assignee  
4000 Hollywood Boulevard  
Suite 350 North Tower  
Hollywood, Florida 33021  
Telephone: (954) 981-4411  
Facsimile: (954) 966-6259**

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

**JAY M. GAMBERG, ESQ.  
Fla. Bar No: 178235**

6. Except for the agreements set forth herein, the parties hereby agree to release, discharge, and forever hold the other harmless from any and all claims, demand, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter of this cause. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the parties hereto.

7. Counsel for Defendant shall deliver drafts of any further documents to be executed in connection with this settlement to counsel for the other parties hereto within 10 days from the date hereof. The parties and their counsel agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the provisions and spirit of this Settlement Agreement, but notwithstanding such additional documents the parties confirm that this is a written settlement agreement as contemplated by Section 154.071 of the Texas Civil Practice and Remedies Code.

8. This Settlement Agreement is made and performable in Dallas County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its provisions, the parties agree to attempt to resolve same with Jay C. Zeleskey, the Mediator, who facilitated this settlement. If litigation is brought to construe or enforce this Agreement, the prevailing party shall be entitled to recover attorney's fees, as well as court costs and expenses, including the cost of the mediation.

10. Although the mediator has provided a basic outline of this Settlement Agreement to the parties' counsel as a courtesy to facilitate the final resolution of this dispute, the parties and their counsel have thoroughly reviewed such outline and have, where necessary, modified it to conform to the requirements of their agreement. All signatories to this Settlement Agreement hereby release the Mediator from any and all responsibility arising from the drafting of this Settlement Agreement, and by signing this Settlement Agreement acknowledge that they, or their attorneys, have been advised by the mediator in writing that this Settlement Agreement should be independently reviewed by counsel before executing the Agreement.

Agreed, this 8<sup>th</sup> day of October, 2008.

PLAINTIFF(S): DEFENDANTS

DEFENDANT(S): Plaintiff  
LATIN Node, Inc.

S. K. [Signature] President. MICHAEL [Signature]

APPROVED AS TO FORM:

[Signature]  
ATTORNEY FOR PLAINTIFF(S) DEFENDANT  
Fax ID No. \_\_\_\_\_

[Signature]  
ATTORNEY FOR DEFENDANT(S) Plaintiff  
Authorized Representative for Michael Phelan  
Christopher D. Lindstrom