

COMPLAINT  
ELECTRONICALLY FILED  
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DATE FILED: 07/10/2013

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

TRUMP MARKS REAL ESTATE LLC,

Plaintiff,

- against -

CAP CANA, S.A., RICARDO HAZOURY,  
FERNANDO HAZOURY, ABRAHAM HAZOURY,  
CATHERINE KURY HAZOURY, GEORGE  
SPENCE, MICHEL RODRIQUEZ and MICHELL  
VARGAS,

Defendants.

Index No. 12-CV-6440-NRB

**STIPULATION OF  
VOLUNTARY DISMISSAL**

**WHEREAS**, Plaintiff Trump Marks Real Estate LLC ("Plaintiff") filed a complaint on August 23, 2012 against Defendants Cap Cana, S.A., Ricardo Hazoury, Fernando Hazoury, Abraham Hazoury, Catherine Kury Hazoury, George Spence, Michel Rodriguez and Michell Vargas (collectively, "Defendants") (the "Complaint");

**WHEREAS**, Defendants moved to dismiss the Complaint by notice of motion dated November 16, 2012;

**WHEREAS**, Plaintiff filed opposition to Defendants' Motion to Dismiss on January 17, 2013;

**WHEREAS**, none of the parties to the above-captioned action is an infant or incompetent person;

**WHEREAS**, the parties have entered into the Settlement Agreement dated March 18, 2013, as amended by the First Amendment to Settlement Agreement dated June 12, 2013 (collectively referred to hereinafter as the "Settlement Agreement," a redacted copy of which is annexed hereto, without exhibits, as Exhibit A), the terms of which shall remain confidential pursuant to the terms therein;

**WHEREAS**, the parties request that the Court retain jurisdiction solely for the purpose of enforcing the terms and obligations of the Settlement Agreement and condition this dismissal upon the Court's agreement to retain said jurisdiction;

**NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between Plaintiff and Defendants, subject to the approval of the Court, as follows:

1. The above-captioned action is dismissed with prejudice, pursuant to Rule 41 of the Federal Rules of Civil Procedure, without costs or fees, except as provided in the Settlement Agreement.

2. The parties request that the Court retain jurisdiction of the above-captioned action solely for the purpose of enforcing the terms and obligations of the Settlement Agreement, and the parties consent and waive all objections to said jurisdiction. Attached hereto as Exhibit B is a proposed Order of Dismissal.

3. In the event a party fails to comply with the terms and obligations under the Settlement Agreement, either party may move to restore this action to the Court's calendar to seek all appropriate relief including enforcement of the terms and obligations under the Settlement Agreement.

4. Facsimile signatures herein shall be deemed originals, and this Stipulation may be signed in counterparts.

Dated: New York, New York  
June 12, 2013

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*Attorneys for Defendants*

SO ORDERED:

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HON. NAOMI REICE BUCHWALD  
United States District Judge

Dated: New York, New York  
June 12, 2013

BELKIN BURDEN WENIG &  
GOLDMAN, LLP

SIMPSON THACHER &  
BARTLETT LLP

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*Attorneys for Defendants*

SO ORDERED:

*Naomi Reice Buchwald*  
\_\_\_\_\_  
HON. NAOMI REICE BUCHWALD  
United States District Judge 7/9/13