

SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY AGREED, by and between Plaintiff, [REDACTED] and Defendants, [REDACTED] as follows:

WHEREAS, Plaintiff commenced an action captioned [REDACTED] [REDACTED] that was transferred to the Supreme Court of the State of New York, County of Nassau, bearing Index No. [REDACTED] (hereinafter referred to as the "Action").

WHEREAS, Plaintiff has alleged claims against Defendants in the Verified Complaint arising from Defendants' prior representation of Plaintiff and the Defendants have denied the substance of Plaintiff's claims.

WHEREAS, Plaintiff and Defendants desire to end any and all claims which were or could have been alleged in the Action as against Defendants and/or arising out of Defendants' alleged conduct in connection with those matters alleged in Plaintiff's Verified Complaint and/or any claim for any reason which Plaintiff has or could have asserted in any court or tribunal against Defendants.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

1. This Action is hereby discontinued with prejudice for consideration as set forth more fully herein. Counsel for the parties will execute a Stipulation of Discontinuance with Prejudice, in the form annexed hereto as Exhibit "A", acknowledging that this action has been discontinued with prejudice.

2. In consideration of this Settlement Agreement and Release, Defendants agree to pay Plaintiff the total sum of one million dollars (\$1,000,000.00) wherein two settlement checks

shall be issued on behalf of Defendants by [REDACTED]

[REDACTED] each in the amount of five hundred thousand dollars (\$500,000.00). The settlement checks shall be made payable to [REDACTED] and Massimo & Panetta, P.C. Escrow Account.

3. Payment of the settlement amount shall be made at such time as Defendants' counsel is supplied with duly and properly executed originals of this Settlement Agreement and Release and the Stipulation of Discontinuance with Prejudice in the form annexed hereto as Exhibit "A." The foregoing documents will be held in escrow by Defendants' counsel until tender of the above-mentioned check to Plaintiff's counsel.

4. After the checks are tendered to Plaintiff's counsel, a portion of the proceeds in the amount of nineteen thousand nine hundred and ninety-one dollars and 69/100 (\$19,991.69) shall be deposited in Plaintiff's counsel's escrow account (hereinafter the "Escrowed Funds") to be held in escrow for the purpose of satisfying the Medicaid lien. The amount required to fully satisfy the Medicaid lien shall be paid out of the Escrowed Funds by Plaintiff's counsel to the New York State Medicaid Program, in exchange for a full written satisfaction or release of lien from Medicaid, applicable to any and all liens claimed by Medicaid to the proceeds of this settlement, a true copy of which shall be delivered by Plaintiff's counsel to Defendants' counsel. Upon delivery of said written satisfaction or release of liens to Defendants' counsel, Plaintiff's counsel may disburse the balance of the Escrowed Funds to Plaintiff. Plaintiff agrees that she will fully satisfy said lien out of the Escrowed Funds paid in connection with this settlement.

Plaintiff agrees to defend and indemnify Defendants, Defendants' counsel, [REDACTED]

[REDACTED] including payment of attorneys' fees and expenses, from and against any liability of any kind in connection with any lien or claim of lien

by the New York State Medicaid Program arising out of or in connection with this settlement and/or medical expenditures paid to or on behalf of Plaintiff.

5. Plaintiff represents that there are no other liens or claims against the settlement proceeds herein and that she has the sole right to recover upon the claims which are now being compromised. If any such lien or claim against the settlement proceeds exists or if any such transfer, assignment, encumbrance of the claim or lien exists, or shall arise in the future, Plaintiff shall be solely liable for same. Plaintiff agrees to defend, indemnify and hold harmless Defendants, Defendants' counsel, [REDACTED] including payment of attorney fees, and expenses against any attempt to recover any such lien, debt, claim or other obligation related to Plaintiff or this action to the full extent of all sums received by Plaintiff in connection with this settlement.

6. The parties agree that Plaintiff and Defendants respectively, shall bear their own attorney's fees, costs and disbursements in the Action, and each waives any claim for attorney's fees, costs or disbursements as against the other.

7. Plaintiff releases and discharges Defendants and their shareholders, partners, agents, associates, servants, employees, heirs, executors, administrators, successors and assigns from and against any and all of the claims alleged in the Action or could have been alleged in the Action and 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 and demands whatsoever, in law, or equity which, as against Defendants and their shareholders, partners, agents, associates, servants, employees, heirs, executors, administrators, successors and assigns, Plaintiff, ever had, now has or hereafter can, shall or may have for, upon by reason of any matter cause or thing whatsoever prior to this date.

8. Plaintiff and Defendants mutually acknowledge that the fact of this Agreement shall not constitute any admission of any fault, liability, wrongdoing or neglect on the part of Defendants and that Plaintiff and Defendants acknowledge that this Agreement was entered into so as to avoid the time, trouble and expense of continued litigation.

9. It is expressly agreed that the terms of this Settlement Agreement and Release as well as the existence of the Action and allegations contained therein (to the extent not already part of the public record), shall remain confidential and shall not be disclosed by Plaintiff, Defendants or their counsel, or any agent of either, to any person, whomsoever, except as may be required to effectuate the terms of this Agreement or otherwise required by law.

10. The parties to this Settlement Agreement and Release acknowledge that they have been represented by counsel in the negotiation of this Agreement and further acknowledge that the Settlement Agreement and Release and Stipulation of Discontinuance with Prejudice have been negotiated and agreed to voluntarily and with knowledge of their terms.

11. The parties to this Settlement Agreement and Release acknowledge that the Agreement as it pertains to each of them is not the result of fraud, duress or misrepresentation and further acknowledge the adequacy of the consideration referred to herein.

12. This Settlement Agreement and Release and the document incorporated herein by reference as Exhibit "A" hereto constitute the entire Agreement between Plaintiff and Defendants and may not be modified or amended except in writing, signed by the parties thereto.

13. This Settlement Agreement and Release shall be construed and interpreted in accordance with the laws of the State of New York. This Agreement shall be considered as having been drafted by the parties hereto and shall not be construed or interpreted against any party, but shall be construed or interpreted in accordance with the fair import of its terms and provisions.

14. This Settlement Agreement and Release may be executed in counterparts.

Dated: September 15 2012

[Redacted]

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

On the 15 day of September, 2012 before me personally came [Redacted] known to me and who acknowledged that she executed the attached Settlement Agreement and Release.

ELENA S. DREDDER
Notary Public, State Of New York
No. 02DR5007388
Qualified in Nassau County
Commission Expires Jan. 25, 20 15

Elena S. Dredder
Notary Public

[Redacted]

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

On the 18 day of Sept., 2012 before me personally came [Redacted] known to me and who acknowledged that he executed the attached Settlement Agreement and Release.

Keenan L. Brinkman
Notary Public

KEENAN L. BRINKMAN
Notary Public, State of New York
No. 02DR200097
Qualified in Nassau County
Commission Expires April 10, 20 13

Exhibit A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

[Redacted]

Index No.: [Redacted]

Plaintiff,

-against-

[Redacted]

Defendants.

STIPULATION OF
DISCONTINUANCE
WITH PREJUDICE

PAID

SEP 20 2012

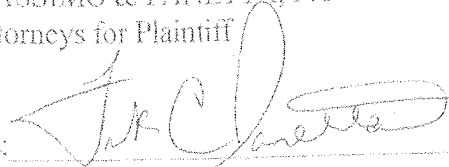
**NASSAU COUNTY
COUNTY CLERK'S OFFICE**

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 complaint herein and this action and all claims and causes of action that are asserted or could have been asserted against Defendants, [Redacted], arising out of the transactions set forth in the Verified Complaint are hereby discontinued, with prejudice, on the merits, without costs to either party as against the other. This Stipulation may be filed without further notice with the Clerk of the Court.

Dated: Uniondale, New York
September 18, 2012

MASSIMO & PANETTA, P.C.
Attorneys for Plaintiff

By: 

Frank C. Panetta, Esq.
99 Quentin Roosevelt Boulevard, Ste. 201
Garden City, New York 11530
(516) 683-8880

By: 