

SETTLEMENT RELEASE AND
INDEMNITY AGREEMENT

T.L.

SETTLEMENT, RELEASE, AND INDEMNITY AGREEMENT

This Settlement, Release, and Indemnity Agreement and the attached Addenda to the Settlement Release and Indemnity Agreement (the "Addenda"), which are expressly incorporated herein by reference and is attached hereto ("Settlement Agreement"), is made this 30th day of October, 2012, by and among Plaintiff, [REDACTED] and her respective heirs, beneficiaries, guardians, representatives and assigns, ("Releasor") in favor of Defendant, City of New York, (sued herein as the City of New York, and Administration for Children's Services), ("City"), its predecessors, successors, affiliates, assigns, agencies, departments, divisions, municipal entities or corporate bodies politic, corporations, parents or subsidiaries, together with their respective past or present officers, officials, directors, trustees, employees, representatives, servants, agents, attorneys, adjusters, consultants, experts, accountants, volunteers or contractors (collectively the "Releasees"). The foregoing parties to this Settlement Agreement are sometimes referred to individually as a "Party" or collectively as the "Parties." Notwithstanding anything to the contrary in the definition of "Releasees" or elsewhere in this document, no other party will be released from any liability or claim, including but not limited to St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services ("HHS"), Edwin Gould Services for Children, the Roman Catholic Diocese of Brooklyn or their respective insurers, from whom/which Releasor intends to seek the remainder of her damages. Wherever the word "agencies" is used it is expressly understood and agreed that this term does not include St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services ("HHS"), or, the Roman Catholic Diocese of Brooklyn.

RECITALS

The Parties, in good faith, recite as follows:

WHEREAS, on or about April 29, 2009, Releasor initiated this action in the United States Court, Eastern District of New York, Civil Action Number 09-CV-1777, titled S.W., et al. v. City of New York, et al., to recover, *inter alia*, damages relating to personal injuries and other deprivations allegedly sustained by Releasor as the result of her placement into foster care with Judith Leekin.

WHEREAS, the City denied, and continues to deny, any liability to Releasor and denied, and continues to deny, all allegations of wrongful conduct or liability advanced by Releasor;

WHEREAS, by this Settlement Agreement, the Parties desire and intend to settle, fully and finally, the matters set forth herein without making any admission of liability of any kind, and by way of a full and complete compromise and accord, and without any admission relating to the merits of Releasor's claims, or the Action;

WHEREAS, by this Settlement Agreement, the Parties intend to confirm, memorialize, and implement the settlement of the Action, with prejudice, including any and all claims that Releasor ever had, now has, or may have in the future against Releasees arising from or in connection with the Action or circumstances surrounding the allegations contained in the Action;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements contained herein, coupled with the understanding of the costs and risks associated with trial and other good and valuable consideration including future performance under this Settlement Agreement, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is agreed by and between the Parties as follows:

1. Payment

This Settlement Agreement is given in consideration of the sum of [REDACTED], which will be paid, in upfront cash and/or periodic payments by and on behalf of Releasees, within forty-two (42) days following the receipt in proper form by

the City's counsel of all necessary closing papers as defined in paragraph 5 below, each complete and duly-executed, including a So-Ordered Stipulation of Discontinuance with Prejudice as to the City.

2. Releases

Releasor, in consideration of the settlement being paid to Releasor by and on behalf of Releasees as good and valuable consideration, hereby irrevocably waives, relinquishes, and fully and forever releases and discharges the Releasees of and from any and all past, present and future causes of action, claims, rights, obligations, demands, liabilities, costs, expenses, penalties and fees of any kind or nature, irrespective of the theory of liability or recovery sought at law or equity, whether or not presently known, that were, or could have been asserted by the Releasor or anyone acting in his name (whether or not actually asserted), by reason of, or arising from, any matter, cause or thing whatsoever, from the beginning of the world up to the effective date of this Settlement Agreement, including but not limited to, claims for compensatory damages, punitive and/or exemplary damages, treble damages, statutory damages, constitutional deprivation, litigation costs and expenses, and attorneys' fees. The Parties specifically intend, without limitation, that the terms of this Settlement Agreement shall fully and finally settle, resolve, and extinguish, with prejudice, all of Releasor's claims arising from the Action and all matters alleged or that could have been alleged by the Releasor in the Action. Without limitation, plaintiff releases all claims based in any manner on any claimed act, omission, policy, practice, procedure or custom of the City of New York. Notwithstanding anything to the contrary herein, this Release does not release any direct claim that plaintiffs possess against St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services ("HHS"), or the Roman Catholic Diocese of Brooklyn and all claims asserted in the Complaint against these agencies are preserved.

3. Indemnification

Releasor agrees to indemnify Releasees, their attorneys and insurers from and against any and all damages, liabilities and expenses (including reasonable attorneys' fees incurred by counsel of Releasees' choice to defend against and resolve any demands, claims or suits) resulting from or arising out of any demands, claims or suits made or brought by Releasor or any third-parties against Releasees, their attorneys or insurers, asserting that Releasor or any such third-party is entitled to receive part or all of the Settlement Amount, including any claims arising from or connected to any liens asserted against Releasor's recovery or the attorneys' fees being paid hereunder.

Without limitation of the foregoing, the Releasor expressly understands and acknowledges that this settlement is strictly contingent upon completion of Medicare Conditional Payment research. The Releasor recognizes the obligation to satisfy conditional payments made by Medicare for medical care related to the claims/injury/accident herein, pursuant to 42 U.S.C. § 1395(y)(b)(2). The Releasor agrees to fully cooperate with the Releasees to accomplish this research and to sign all documents necessary to achieve this goal including but not limited to authorizations. The Releasor's counsel shall pay the final demand from the settlement funds. Releasor agrees to instruct his/her attorneys to hold in trust the full amount of any Medicare lien and to satisfy the full amount of any negotiated Medicare lien from such funds and provide Releasees with written proof when such payments have been made. The Releasor shall be solely responsible for any additional conditional payments which may arise and be demanded by the MSPRC after satisfaction of the final demand by the Releasees.

The Releasor further agrees and states that she shall be liable for the full and final satisfaction of any and all liens, subrogation claims, Medicare Set-Asides, supplemental payments to Medicare and any costs, expenses or penalties associated with Releasor's failure to

fund, pay or reimburse Medicare, as well as all other claims, losses, costs and expenses, now existing or arising in the future against the proceeds of the settlement of the above-referenced action, including but not limited to liens, set-asides, supplemental payments or associated amounts claimed by Medicare, Medicaid, Social Security Disability, The Department of Social Services, workers' compensation or any state or federal governmental agency or affiliate, including any Medicare Set-Asides under the Medicare Secondary Payer Statute (42 U.S.C. § 1395y(b)(2)) for past and/or future medical expenses, any attorney, insurer, physician, health care facility, other medical and/or health care provider, or any other person or entity, and/or liens and/or subrogation claims and/or other claims, losses, costs and expenses asserted by any health, automobile, disability or workers' compensation insurer or any other insurer or entity (hereinafter collectively referred to as "Claims"), which are compensation for medical expenses or other damages, claimed to have been incurred due to conduct for which relief was sought against Releasees, and Releasor further agrees and states that she shall fully defend, indemnify and hold harmless Releasees from and against any and all Claims that arise out of or relate to or may in the future arise out of or relate to the injuries or damages that Releasor has asserted in the above-referenced action, regarding any payments made by Releasees to pay, fund or reimburse Medicare, together with any costs, expenses or penalties associated with Releasor's failure to fund, pay or reimburse Medicare.

4. Confidential Materials

All materials exchanged in discovery will be treated in conformance with the Confidentiality Order So-Ordered by Magistrate Go on February 5, 2010, which remains in full force and effect notwithstanding anything to the contrary in this Settlement Agreement.

5. Additional Documents

All parties agree to cooperate fully and to execute and deliver any and all supplementary documents and to give effect to the terms and intent of the Settlement Agreement. These documents include, but are not limited to, the following form documents to be attached as Addenda to this Settlement, Release and Indemnity Agreement:

1. Stipulation of Settlement;
2. Stipulation of Discontinuance With Prejudice As to the City of New York, Administration for Children's Services Only;
3. General Release;
4. General Release (for minor/incompetent parties, if applicable);
5. Plaintiffs' Affidavit of Status of Liens;
6. Affidavit of Status of Attorney's Liens; and,
7. A W-9 Form; and
8. To the extent plaintiffs intend to seek a structured settlement, any and all documents necessary to establish a structured settlement (in agreed-to-form), with all required supporting materials.

6. Undiscovered Facts

With respect to the consideration paid and matters released hereunder, the Parties specifically acknowledge that they may hereafter discover facts in addition to or different from those which they now believe to be true with respect to released matters, but agree that they have taken that possibility into account in reaching this Settlement Agreement, and that the releases shall be and remain in effect, and the consideration paid shall not be modified, notwithstanding the discovery or existence of any such additional or different facts, as to which the parties assume the risk.

7. Cooperation

It is understood that Releasees possess claims against certain insurers which may have obligations to reimburse some or all of the settlement payment called for by this Settlement Agreement. Releasor's counsel agrees to cooperate with reasonable requests seeking documents

or testimony, together with all such assistance as may be needed in support of insurance recovery provided however that no such assistance shall be required when and where it would serve to materially prejudice plaintiff's remaining claims against any non-settling defendants. Notwithstanding the foregoing, Releasors will not agree, in any settlement agreement with a non-settling defendant or their insurer(s), to characterize liability or damages, or allocate liability or damages. Releasee's payment of the settlement called for by this Settlement Agreement is subject to a reservation of the right to pursue all applicable insurance coverage, without waiver. The amount of the settlement payment was a recommendation from the Court, and the timing of the settlement was directed by a time-limited settlement demand offered by the plaintiffs. It is understood that Releasor's willingness to participate in this settlement was materially conditioned on Releasee's acceptance of the settlement offer on or before October 16, 2012. The payment made by Releasees is necessary to effectuate the settlement and as such is not intended to be a "voluntary payment" as defined under any applicable insurance policy.

8. Withdrawal of Action

Releasor agrees that contemporaneously with the execution of this Settlement Agreement, he or she will cause counsel to execute and file with the Court for So-Ordering, a Stipulation of Discontinuance with prejudice and without costs, of all claims asserted in the Action as against the City, and that copies of the filed Stipulation will be forwarded to counsel for Defendants within 10 (ten) days after the execution of this Settlement Agreement.

9. No Admission of Liability

Releasor represents and agrees that this Settlement Agreement is entered into as a complete compromise and in full satisfaction of all matters involving disputed issues of law and fact. By entering into this Settlement Agreement, none of the Releasees have made nor shall be deemed to have made any admission of any kind. The Parties agree that they are entering into

this Settlement Agreement in good faith and neither the payment provided for herein nor anything else contained in this Settlement Agreement shall be construed as an admission by any Party as to liability, any such liability being expressly denied.

10. Representations and Warranties

Each Party to this Settlement Agreement represents that it has fully read and understood its terms and further represents that it is authorized to enter into and implement same. This Settlement Agreement shall be binding upon the undersigned Parties, their respective agents, representatives, guardians, heirs, and assigns. It is represented that Releasor has capacity to enter into this Settlement Agreement and that it is agreed to willingly, without duress, after consultation with counsel and with the understanding that this Settlement Agreement terminates any claim of any nature against any Releasee arising prior to the Effective Date. It is agreed that the amount of the settlement payment is fair and reasonable.

11. Admissibility of Agreement

This Settlement Agreement constitutes a settlement and compromise of disputed claims and issues subject to state and federal rules protecting against discovery and use by anyone other than the Parties or any other person or entity released hereunder. This Settlement Agreement is not intended to be used by anyone other than the Parties. This Settlement Agreement shall not be admissible in a suit, action, or other proceeding unless necessary to enforce the terms hereof. Neither this Settlement Agreement nor any aspect of its negotiation or performance shall be used in any manner by anyone as evidence anywhere in the world of the alleged rights, duties, or obligations of the Parties or any other person or entity released hereunder, nor does this Settlement Agreement confer any rights, benefits, interests, or obligations upon any other persons or entities, as third-party beneficiaries or otherwise. The Parties specifically disavow any intention to create rights or interests for anyone not a Party to this Settlement Agreement.

Notwithstanding the foregoing, parties may divulge the Settlement Agreement and terms to the Florida Guardianship Courts where necessary to obtain Court approval pursuant to Florida law.

12. Construction of Agreement

The Parties undertook their own due diligence in deciding that this Settlement Agreement is appropriate and consulted with counsel of choice when entering into this Settlement Agreement. This Settlement Agreement is the product of arms-length negotiations of the Parties and involves compromises of the Parties' respective positions.

The Parties acknowledge that they have been counseled independently by their attorneys concerning the meaning and legal effect of the terms of this Settlement Agreement and have reviewed and had the opportunity to revise this Settlement Agreement. After such counseling, the Parties represent that they fully understand this Settlement Agreement and its terms, and, with this full understanding, voluntarily enter into this Settlement Agreement as evidenced by signing it below. In any proceeding to enforce the terms, this Settlement Agreement shall in no event be construed against any Party as the drafter.

Whenever the text hereof requires, the use of gender or singular number shall include the appropriate gender or plural number as the text of the within instrument may require.

13. Integration

This Settlement Agreement along with the attached Addenda contain the entire agreement between the Releasor and Releasees with respect to the subject matter thereof, and supersedes all prior discussions, agreements, and undertakings, both written and oral, between the Releasor and Releasees with respect thereto. In the event of any inconsistency between the terms of this Settlement, Release and Indemnity Agreement with any term or condition within the Addenda, this Settlement, Release and Indemnity Agreement shall control, except that with

respect to the scope of the release or any indemnity undertaking, the more expansive shall be given effect.

14. No Modification

Neither this Settlement, Release and Indemnity Agreement nor the attached Addenda may be altered, amended, and/or modified in any way except by written agreement signed by all Parties.

15. Waiver of Joinder of All Parties to Enforce Agreement

The Parties expressly waive any requirement that the joinder of all the Parties is necessary to enforce this Settlement Agreement.

16. Governing Law and Venue

This Settlement Agreement shall be interpreted under and governed by the laws of the State of New York without regard to general principles of choice of law which might otherwise call for the application of a different state's law. Any claim seeking to interpret or enforce rights or obligations arising out of the Settlement Agreement will be venued in the State and City of New York.

17. Execution

This Settlement Agreement may be executed in counterparts, and the signature pages may be exchanged electronically or by facsimile. The text of the Settlement Agreement, together with accurate copies of the relevant Parties' signatures, shall have the force and effect of an original. Counsel for Defendants may execute this Settlement Agreement on behalf of their respective clients.

18. Severability

In the event that any provision of this Settlement Agreement is held to be void, voidable, unlawful, or otherwise unenforceable, the remaining terms of this Settlement Agreement shall remain in full force and effect.

19. Effective Date

The effective date of this Settlement Agreement shall be the date which it has been fully executed.

Dated: New York, New York
October 30, 2012

SIGNED BY:

RELEASOR

[Redacted signature area]

Date: 30 day of October, 2012

ATTORNEY FOR RELEASOR

Theodore Babbitt

Theodore Babbitt, Esq.
Babbitt, Johnson, Osborne & Le Clairche, P.A.
Attorneys for Plaintiffs
1641 Worthington Rd., Ste. 100
P.O. Box 4426
West Palm Beach, FL 33402-4426
(561) 684-2500

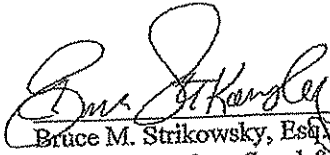
STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach

Before me, the undersigned Notary Public of the State and county aforesaid, personally appeared [Redacted], who, upon oath and after being duly sworn, acknowledged himself or herself to be [Redacted], and that s/he, as such individual, executed the foregoing instrument for the purposes therein contained and with full authority to do so by signing the foregoing Settlement Agreement.

WITNESS my hand and notary seal, at office this
30 day of October, 2012

[Signature]
Notary Public



 12/4/2012

Bruce M. Strikowsky, Esq.
Schnader Harrison Segal & Lewis
Attorneys for Defendants
City of New York, Administration for Children's Services
140 Broadway, Suite 3100
New York, New York 10005
(212) 973-8070

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GENERAL RELEASE

[REDACTED] the plaintiff in the action entitled *S.W. et al. v. City of New York et al.*, Eastern District of New York, Civil Action # 09 CV 1777, being over the age of eighteen (18) years and residing at [REDACTED], as "RELEASOR," in consideration of the payment of [REDACTED] in upfront cash and/or periodic payments, receipt whereof is hereby acknowledged, does hereby release and forever discharge the City of New York, and all past and present officers, directors, managers, administrators, employees, agents, assignees, lessees, and representatives of the City of New York, and all other entities represented and/or indemnified by the City of New York, collectively the "RELEASEES", from any and all claims, causes of action, suits, debts, sums of money, accounts, controversies, transactions, occurrences, agreements, promises, damages, judgments, executions, and demands whatsoever, known or unknown, which RELEASOR had, now has or hereafter can, shall, or may have, either directly or through subrogees or other third persons, against the RELEASEES for, upon or by reason of any matter, cause or thing whatsoever that occurred through the date of this RELEASE. This RELEASE and settlement constitutes complete payment and satisfaction for all damages and injuries, including all claims for costs, expenses, attorney's fees and disbursements. It is expressly understood and agreed that RELEASES do not include St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services, (HHS), or, the Roman Catholic Diocese of Brooklyn, from which/whom RELEASOR intends to seek the remainder of his/her damages.

In further consideration of the payment set forth above, RELEASOR hereby waives, releases, and forever discharges RELEASEE from any and all claims, known or unknown, past and/or future conditional payments, arising out of the RELEASOR's Medicare eligibility for and receipt of Medicare benefits related to the claimed injury in this matter, and/or arising out of the provision of primary payment (or appropriate reimbursement), including causes of action pursuant to 42 U.S.C. section 1395y(b)(3)(A) of the Medicare, Medicaid and SCHIP Extension Act of 2007.

In the event a portion of the net settlement proceeds will be in the form of a structured settlement, the terms and amount of that structured settlement will be described in an Addendum to the Release.

The words "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE, but do not include, St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services, (HHS), or, the Roman Catholic Diocese of Brooklyn.

This RELEASE may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Release this 30th day of October, 2012

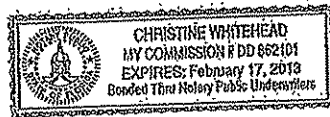
[Redacted Signature], Plaintiff
(Signature)

STATE OF FLORIDA: COUNTY OF Palm Beach ss.:

On October 30, 2012, before me personally came

[Redacted Name], to me known, and known to me to be the individual described in, and who executed the foregoing GENERAL RELEASE, and duly acknowledged to me that (s)he executed the same.

[Handwritten Signature]
Notary Public



UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

PLAINTIFFS' AFFIDAVIT
OF STATUS OF LIENS

S.W., by and through his guardian, RENEE
MARQUIS-ABRAMS; T.G., and J.L., by and through their
next friend, MILDRED DEL GROSSO; S.B. and R.E. by and
through their guardian, PATRICIA BALDWIN; L.J. and J.G.,
by and through their guardian, KEVIN HENDRICKSON;
J.B., C.B., and T.L.,

Docket No.: 09-CV-1777

NYC Law Dep't. #:
2008-042107

Plaintiffs,

NYC Comptroller #:

-against-

CITY OF NEW YORK, ADMINISTRATION FOR
CHILDREN'S SERVICES, f/k/a CHILD WELFARE
ADMINISTRATION; ST. JOSEPH SERVICES FOR
CHILDREN, INC., f/k/a CATHOLIC CHILD CARE
SOCIETY OF THE DIOCESE OF BROOKLYN, INC., a
New York corporation; HEARTSHARE HUMAN
SERVICES, f/k/a CATHOLIC GUARDIAN SOCIETY OF
THE DIOCESE OF BROOKLYN, INC., a New York
corporation; SCO FAMILY OF SERVICES, f/k/a ST.
CHRISTOPHER-OTTILIE, A New York corporation,

Defendants.

CITY OF NEW YORK, ADMINISTRATION FOR
CHILDREN'S SERVICES,

Third-Party Plaintiffs,

-against-

JUDITH LEEKIN, DESMOND LEEKIN, ANTHONY
VERNON LEEKIN, CAROL LEEKIN, ISHMATTIE
NAGASSAR/ASMAN, ANITA LEZAME, DR. RALPH
SQUITTERI, RHONDA MORGAN, EDWIN GOULD
SERVICES FOR CHILDREN, SABRINA COLLINS,
LYSTRA LEWIS, MIA KARENGA, CHERYL JACK,
CLAUDETTE JACKSON, THELMA BOWBS, and
VONTRELL LEEKIN,

Third-Party Defendants,

STATE OF FLORIDA)
 : SS.:
COUNTY OF _____)

_____, being duly sworn, says:

I am the plaintiff in the above-entitled action and I reside at _____ I am making this affidavit with full knowledge that the same will be relied upon by the City of New York, its agents, employees and representatives in connection with settlement of this claim/action against them.

Check either a or b in all sections. If b is checked in any section, please fill in all applicable detail.

1a. I am not indebted to any department or agency of the City of New York and there are no liens outstanding.

1b. I have unpaid liens, violations or other debts owed to a department and/or agency of the City of New York. I expressly consent to the payment of those sums, or to the sums agreed upon by counsel, directly from the settlement proceeds.

List all liens, violations and/or other debts by providing the name of each City agency (e.g. Department of Finance; Department of Sanitation; Environmental Control Board) and the outstanding sums due.

2a. I have not received Medicaid or Public Assistance benefits.

2b. I have received and/or am still receiving Medicaid and/or Public Assistance benefits. The State of Florida has issued a Final Notice of Lien which provides a total amount due of \$ _____ (attach copy). I understand that The State of Florida will be paid that amount, or the amount agreed upon by counsel, directly from the settlement proceeds, and that the payment of an amount less than the final notice amount is a non-assertion of The State of Florida's lien against the proceeds of this settlement and shall not be deemed a waiver of the balance of the lien or the amount owed.

For Question 3, if 3b is checked, please complete 3c and provide a copy of the Medicare final demand letter. If 3d is checked, please provide the information pertaining to the Medicare replacement policy.

3a. As of the date of this affidavit, I am not a Medicare beneficiary nor have I ever been a Medicare beneficiary. [Note: This query is made pursuant to Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007, 42 U.S.C. 1395(B)(8)].

3b. I am a Medicare beneficiary.

My Medicare # [HIC #] is _____ I am aware of my obligation to reimburse Medicare, out of the proceeds of a settlement or judgment in this lawsuit, for payments and/or benefits Medicare has provided to me, or provides to me in the future, that relate to the injury or condition that is the subject of this lawsuit. I understand that reimbursement directly to Medicare may be made from proceeds I receive from any judgment or settlement of this action.

The effective date of my Medicare coverage is _____
[Please provide a copy of the Medicare card].

3c. Medicare has confirmed that it will accept the total amount of \$ _____ .00 as full and final reimbursement of all Medicare payments made to date. [Attach copy of Medicare Final Demand letter]. In accordance with the attached Medicare final demand letter, I consent to the payment of that sum directly from the settlement proceeds.

3d. I am the beneficiary of a Medicare Replacement Policy (also known as Medicare Part C) with policy # _____ which is provided by _____ [name of health insurance company]. [Attach copy of health insurance policy card].

4a. I am not in arrears in child support payments.

4b. I am in arrears in child support payments and expressly agree to the collection by the NYC Office of Child Support of all unpaid sums directly from the settlement proceeds.

5a. I am not indebted to, or subject to liens by any New York City Health and Hospitals Corporation ["NYCHHC"] hospital or medical facility.

5b. I am indebted to _____ [NYCHHC hospital or medical facility] in the total lien amount of \$ _____. I expressly consent to the payment of that sum directly from the settlement proceeds.

6a. I have not received Workers' Compensation or Disability Benefits and there are no liens for the same in this matter.

6b. I am indebted to _____ [for Workers' Compensation or Disability Benefits] in the total lien amount of \$ _____. I expressly consent to the payment of that sum directly from the settlement proceeds.

Plaintiff

Sworn to before me this
30 day of October, 2012


NOTARY PUBLIC



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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

STIPULATION OF
SETTLEMENT

S.W., by and through his guardian, RENEE MARQUIS-
ABRAMS; T.G., and J.L., by and through their next friend,
MILDRED DEL GROSSO; S.B. and R.E. by and through their
guardian, PATRICIA BALDWIN; L.J. and J.G., by and
through their guardian, KEVIN HENDRICKSON; J.B., C.B.,
and T.L.,

Plaintiffs,

Docket No.: 09-CV-1777

NYC Law Dep't. #: 2008-042107

-against-

NYC Comptroller #:

CITY OF NEW YORK, ADMINISTRATION FOR
CHILDREN'S SERVICES, f/k/a CHILD WELFARE
ADMINISTRATION; ST. JOSEPH SERVICES FOR
CHILDREN, INC., f/k/a CATHOLIC CHILD CARE
SOCIETY OF THE DIOCESE OF BROOKLYN, INC., a New
York corporation; HEARTSHARE HUMAN SERVICES, f/k/a
CATHOLIC GUARDIAN SOCIETY OF THE DIOCESE OF
BROOKLYN, INC., a New York corporation; SCO FAMILY
OF SERVICES, f/k/a ST. CHRISTOPHER-OTTILIE, A New
York corporation,

Defendants.

CITY OF NEW YORK, ADMINISTRATION FOR
CHILDREN'S SERVICES,

Third-Party Plaintiffs,

-against-

JUDITH LEEKIN, DESMOND LEEKIN, ANTHONY
VERNON LEEKIN, CAROL LEEKIN, ISHMATTIE
NAGASSAR/ASMAN, ANITA LEZAME, DR. RALPH
SQUITTERI, RHONDA MORGAN, EDWIN GOULD
SERVICES FOR CHILDREN, SABRINA COLLINS,
LYSTRA LEWIS, MIA KARENGA, CHERYL JACK,
CLAUDETTE JACKSON, THELMA BOWES, and
VONTRELL LEEKIN,

Third-Party Defendants,

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned attorneys of record, based upon full authority given by the respective parties, that all claims against the City of New York, Administration for Children's Services, f/k/a Child Welfare Administration are settled for the total amount of [REDACTED] inclusive of costs, interest, attorney's fees, and disbursements, and subject to statutory liens and/or statutory rights to reimbursement by third-parties, including Medicaid, Medicare, and prior attorneys, and that for purposes of Medicaid, Medicare, and any other statutory right of reimbursement, this settlement includes compensation for medical expenses.

IT IS FURTHER STIPULATED AND AGREED that based upon this settlement, the [REDACTED] ("RELEASOR") agrees to discontinue this action with prejudice and to release and discharge the City of New York, i/s/h/a City of New York, Administration for Children's Services and its/their past and present officers, managers, administrators, employees, agents, and representatives, and all other individually named defendants and entities represented and/or indemnified by the City of New York (hereafter, "RELEASEES"). Plaintiff has been advised and agrees that he/she is forever barred from seeking any other recovery relating to the subject incident as against the RELEASEES. Notwithstanding the foregoing, this settlement and release shall not serve to release any direct claim that plaintiff possess against St. Joseph's Services (SJS), St. Christopher Otille (SCO), Heartshare Human Services ("HHS"), or, the Roman Catholic Diocese of Brooklyn from whom/which RELEASOR intends to seek the remainder of his/her damages, and all claims asserted in the Complaint against these agencies are preserved.

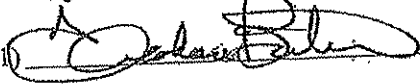
IT IS FURTHER STIPULATED AND AGREED that from the total settlement sum, plaintiff(s) shall satisfy all outstanding Medicaid liens

IT IS FURTHER STIPULATED AND AGREED that prior to tendering the requisite documents for payment, as provided in CPLR 5003-a(b), that any Medicare-recipient plaintiff shall have notified Medicare and obtained and submitted with the closing papers a final demand letter from Medicare for conditional payments related to the claimed injury in this matter.

IT IS FURTHER STIPULATED AND AGREED that plaintiff agrees to hold harmless RELEASEES, regarding any liens, claims, or past Medicare payments, presently known or unknown in connection with this matter. Plaintiff agrees to instruct his/her attorneys to hold in trust the amount of any Medicare lien pending final resolution of such lien with Medicare. Thereafter, plaintiff agrees to fully satisfy (from the funds held by his/her attorney in trust) the full amount of the lien negotiated with Medicare and to provide Releasee copies of any/all documentation reflecting such payment. Upon tender of all required settlement papers, payment of the settlement shall be made in accordance with CPLR 5003-a(b) except that payment will be made within 42 days of the City's receipt of a complete set of all required papers in proper form, as stated in Part 1 of the Settlement Agreement.

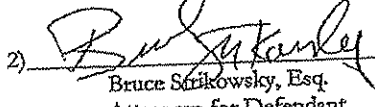
Plaintiff is required to obtain a release/discharge of any attorney's lien asserted against the proceeds. *Faxed signatures shall be deemed originals.*

Dated: West Palm Beach, FL
10-30-12, 2012



Attorneys for Plaintiffs
Babbitt, Johnson, Osborne & Le Clinche, P.A.
1641 Worthington Road, Suite 100
P.O. Box 4426
West Palm Beach, FL 33402-4426
Tel: (561) 531-5983
By: Theodore Babbitt

Dated: New York, NY
December 4, 2012

2) 

Bruce Strikowsky, Esq.
Attorneys for Defendant
CITY OF NEW YORK
140 Broadway
New York, New York 10005
Tel: (212) 973-8000

By: Bruce Strikowsky

So Ordered:

Date:

STRUCTURE ADDENDUM

&

PREMIUM REQUEST

T.L.

SYNERGY

SETTLEMENT CONSULTING

From: Jason D. Lazarus, J.D., LL.M., CSSC
To:
Date: November 29th, 2012
Re: [REDACTED]

As you know, the above case had been resolved with a structured settlement. In order to guarantee the rates on this case, please have the defense carrier issue and send the following premium check [REDACTED]

Premium check in the amount of [REDACTED] made payable to:

BHG Structured Settlements, Inc
Attn: Structured Settlements
3024 Harney Street
Omaha, NE 68131-3580
TAX ID: BHGSS: 47-07-93577

Please send premium check to:

Elizabeth Braunschneider, Case Manager
Synergy Settlement Consulting
4025 Edgewater Drive
Orlando, FL 32804

We truly appreciate the opportunity to assist you with this case. If you have any questions, or if we can be of further assistance, please do not hesitate to call.

Best regards,

Jason D. Lazarus, Esq.

4025 Edgewater Drive
Orlando, Florida 32804
Telephone 877.349.6901 Facsimile 407.704.2638

11/29/12

Qualified Assignment and Release Agreement
In Accordance With
Internal Revenue Code Section 130

"Claimant(s)": _____

"Assignor": City Of New York

"Settlement Agreement": _____
[Date and exact title of Settlement Agreement, order or other document that sets forth the Assignor's obligation to make the agreed periodic payments]

"Assignee": BHG STRUCTURED SETTLEMENTS, INC.

"Annuity Issuer": FIRST BERKSHIRE HATHAWAY LIFE INSURANCE COMPANY

"Effective Date": _____

Annuity Contract No.: _____

This Qualified Assignment and Release Agreement ("Agreement") is made and entered into as of the Effective Date by and among the undersigned parties with reference to the following facts:

- A. Claimant(s) and Assignor are parties to or are otherwise subject to, and Claimant(s) is/are entitled to receive payments under, the above-referenced Settlement Agreement, under which Assignor has liability to make certain periodic payments to or for the benefit of Claimant(s) as specified in Addendum No. 1 of this Agreement (the "Periodic Payments"); and
- B. Assignor and Assignee wish to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").

Now, therefore, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

- 1. **Assignment and Assumption; Release of Assignor.** Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's liability to make the Periodic Payments. Each Claimant hereby accepts and consents to such assignment by Assignor and assumption by Assignee. Effective on the Effective Date, each Claimant hereby releases and discharges Assignor from all liability to make the Periodic Payments.

- 2. **Nature of Periodic Payments.** The Periodic Payments constitute
 - i. damages (other than punitive damages), whether by suit or agreement, or
 - ii. compensation under a workers' compensation act,
 on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a) of the Code.

- 3. **Extent of Assignee's Liability.** Assignee's liability to make the Periodic Payments shall be no greater than the liability of Assignor as of the Effective Date. Assignee assumes no liability other than the liability to make the Periodic Payments. Assignee's liability to make the Periodic Payments shall be unaffected by any bankruptcy or insolvency of Assignor.

- 4. **Qualified Funding Asset.** Assignee will fund the Periodic Payments by purchasing from Annuity Issuer a "qualified funding asset," as defined in Section 130(d) of the Code, in the form of an annuity contract (the "Annuity") issued by Annuity Issuer and providing for payments corresponding to the Periodic Payments. Assignee shall be designated as the owner of the Annuity. All rights of legal ownership and control of the Annuity shall (subject to paragraph 9 of this Agreement) be and remain vested exclusively in Assignee; provided, however, that the Annuity shall be used by Assignee to fund the Periodic Payments and shall at

all times be designated by Assignee on its records as being taken into account, under Section 130 of the Code, with respect to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, neither any Claimant nor any Successor Payee (as defined in paragraph 8 of this Agreement) shall have any rights with respect to the Annuity or the payments thereunder that would cause any amount attributable to the Annuity to be currently includable in the recipient's income or would otherwise affect the determination of when any recipient is treated as having received any payment for income tax purposes, or would otherwise prevent this Agreement from satisfying all of the conditions for a "qualified assignment" within the meaning of Section 130(c) of the Code.

5. **Delivery of Payments.** Assignee may instruct Annuity Issuer to send payments directly to Claimant, or, if applicable, to a Successor Payee. Such direction of payments under the Annuity shall not be deemed to afford Claimant or any Successor Payee any rights of ownership or control of the Annuity.

Each Claimant and any Successor Payee shall at all times keep Annuity Issuer apprised of such Claimant's or Successor Payee's current mailing address and telephone number and, if such Claimant or Successor Payee receives payments by electronic funds transfer (EFT), the name, address, ABA routing number and telephone number of the applicable depository institution and the account name and number of the account to which the payments are to be credited. Such notices shall be in a form reasonably acceptable to Annuity Issuer.

6. **Discharge of Liability.** Assignee's liability to make each Periodic Payment to Claimant or Successor Payee designated to receive such payment shall be fully discharged upon:
- the mailing of a valid check on or before the due date for such payment to the address of record specified by Claimant or Successor Payee; or
 - the electronic funds transfer (EFT) on or before the due date for such periodic payment to the financial institution account designated by Claimant or Successor Payee.
7. **Acceleration, Transfer of Payment Rights.** None of the Periodic Payments and no rights to or interest in any of the Periodic

Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly, unless such sale, assignment, pledge, hypothecation or other transfer or encumbrance (any such transaction being hereinafter referred to as a "Transfer") has been approved in advance in a "Qualified Order" as defined in Section 5891(b)(2) of the Code (a "Qualified Order") and otherwise complies with applicable state law, including without limitation any applicable state structured settlement protection statute.

No Claimant or Successor Payee shall have the power to effect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

8. **Contingent Beneficiaries.** Any Periodic Payments to be made after the death of any Claimant or Successor Payee shall be made to such party as shall have been designated in, or in accordance with, the Settlement Agreement. Any party so designated is referred to in this Agreement as a "Contingent Beneficiary." If no Contingent Beneficiary is living at the time of the death of a Claimant or Successor Payee, payment shall be made to the decedent's estate unless otherwise provided in the Settlement Agreement. As used in this Agreement the term "Successor Payee" refers to a Contingent Beneficiary or an estate that has become entitled to receive Periodic Payments following the death of a Claimant or a Successor Payee. Except as otherwise provided in the Settlement Agreement, no designation or change of designation of a Contingent Beneficiary shall be effective unless such change (i) is requested in a written request submitted to Assignee in accordance with Assignee's customary procedures for processing such requests; and (ii) is confirmed by Assignee. Except for a designation that is expressly identified in

the Settlement Agreement as irrevocable, any designation of a Contingent Beneficiary shall be deemed to be revocable; and no party that is designated as a Contingent Beneficiary (other than a party irrevocably designated as a Contingent Beneficiary in the Settlement Agreement) shall, solely by virtue of its designation as a Contingent Beneficiary, be deemed to have any cognizable interest in any Periodic Payments.

9. **Failure to Satisfy Section 130(c).** If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any such final order that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to Assignee of the liability to make the Periodic Payments, Assignee's acceptance of such assignment and the release by Claimant(s) of Assignor's liability shall be of no force or effect; (ii) Assignee shall be conclusively deemed to be acting as the agent of Assignor; (iii) the Annuity shall be owned by Assignor, which shall retain the liability to make the Periodic Payments; (iv) Assignee shall have no liability to make any Periodic Payments; and (v) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing.

10. **Governing Law; Disclosure of Certain Tax Information; Binding Effect.**

i. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of New York; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of other

states in addition to the state designated above.

ii. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, executors, administrators and permitted assigns, including without limitation any party asserting an interest in Payment Rights.

11. **Advice, Comprehension of Agreement.** In entering into this Agreement, each Claimant warrants, represents and agrees that Claimant is solely relying on the attorneys and advisors of such Claimants own choosing; and not upon Assignor, Assignee or their advisors, for legal and tax advice regarding the consequences of this Agreement. Each Claimant further warrants, represents and agrees that the terms of this Agreement have been completely read by and explained to such Claimant and are fully understood and voluntarily accepted by such Claimant. Furthermore, each Claimant hereby releases and discharges Assignor, Assignee, and Annuity Issuer, their respective counsel, and anyone else associated with them from any and all claims, rights, damages, costs or expenses of any nature whatsoever that may hereafter accrue to or be acquired by Claimant by reason of the legal or tax consequences of the Periodic Payments to be made pursuant to this Agreement being other than those anticipated by Claimant.

12. **Description of Periodic Payments.** The Periodic Payments are as set forth in attached Addendum No. 1, which is hereby incorporated in and made a part of this Agreement.

This Qualified Assignment and Release Agreement is signed in one or more counterparts as of the Effective Date by the following:

Assignor: _____

By: _____
Authorized Representative

Title: _____

Claimant(s):

By:  _____

By: _____
Claimant Signature


By: _____
Claimant Signature

Assignee:
BHG Structured Settlements, Inc.

By: _____
Authorized Representative

Title: _____

Attorney for Claimant(s):

By:  _____
Signature

By: _____
Signature

By: _____
Signature

Addendum No. 1
Description of Periodic Payments

Life with Certain annuity: [REDACTED] for life, payable monthly, guaranteed for 30 year(s), beginning on 3/1/2013, with the last guaranteed payment on 2/1/2043.

INITIALS

Assignor: _____

Assignee: _____

Claimant: [REDACTED] _____

Attorney for Claimant: JB _____

Addendum to General Release

Payments

In consideration of the release executed separately, the City of New York, (Defendant) agrees to pay the sums outlined in this Section below:

- Upfront monies: (Cash) [REDACTED]
Total payable to Babbitt, Johnson, Osborne & LeClainche, PA, [REDACTED].
- Periodic payments funded at a cost of [REDACTED] (recipient bank for annuity premium is Wells Fargo Bank N.A. 420 Montgomery Street San Francisco, CA 94163) and made according to the schedule as follows (the "Periodic Payments"):

Payee: [REDACTED]

Life with Certain annuity: [REDACTED] for life, payable monthly, guaranteed for 30 year(s), beginning on 3/01/2013, with the last guaranteed payment on 2/01/2043.

The payments above constitute:

- i. damages (other than punitive damages), whether by suit or agreement, or ;
 - ii. compensation under a workers' compensation act,
- on account of personal injury or sickness in a case involving physical injury or physical sickness, within the meaning of Sections 130(c) and 104(a)(2) of the Code.

Acceleration, Transfer of Payment Rights

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be

- i. Accelerated, deferred, increased or decreased by any recipient of any of the Periodic Payments; or
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly.

No Claimant or Successor Payee shall have the power to affect any Transfer of Payment Rights, and any purported Transfer of Payment Rights shall be wholly void.

Claimant's Beneficiary

Any payments to be made after the death of [REDACTED] pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by [REDACTED] the Assignee. If no person or entity is so designated by [REDACTED] or if the person designated is not living at the time of [REDACTED] death, such payments shall be made to the estate of [REDACTED]. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

Consent to Qualified Assignment

Claimant acknowledges and agrees that the Defendant, City of New York, shall make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of Defendant's liability to make the Periodic Payments set forth above to BHG Structured Settlements, Inc. (hereinafter referred to as "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendant (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendant shall thereupon become final, irrevocable and absolute.

Right to Purchase an Annuity

The Assignee, shall fund the liability to make the Periodic Payments through the purchase of an annuity policy from First Berkshire Hathaway Life Insurance Company (hereinafter referred to as "Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Annuity Issuer mail payments directly to the Payee(s). The Payee shall be responsible for maintaining a current mailing address with the Assignee.

Plaintiff's (Payee's) Rights to Payments

Said payments to Plaintiff required herein are fixed and determined as to amount and time of payment and cannot be accelerated, deferred, increased or decreased by the Plaintiff or any Payee, nor shall the Plaintiff or any Payee have the right, power or authority to sell, mortgage or hypothecate or encumber same, or any part thereof, nor anticipate the same or any part thereof, by assignment, contract, agreement, pledge or other device.

Stipulation Regarding Settlement Obligations

It is hereby stipulated and agreed by and between the parties that the rights, responsibilities and obligations of Defendant are totally extinguished and satisfied upon payment of the sums necessary for the purchase of the annuity together with an immediate payment as shown herein.

It is further understood that the Defendant is not a guarantor or insurer with respect to the aforementioned annuity. The purpose of this stipulation is to make clear that the obligations and responsibilities of the Defendant are satisfied upon issuance of the aforementioned settlement monies.

Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee (s) or Beneficiary with the Annuity Issuer named in this Settlement Agreement. If the Payee or Beneficiary notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate stop payment action and, upon confirmation that the check was not previously negotiated or electronic funds transfer deposited, the Annuity Issuer shall process a replacement payment in the amount of such payment to the designated address of the Payee or Beneficiary.

Authorization Section:

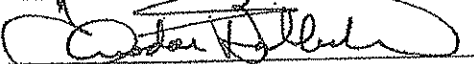
Claimant



Date: 12.3.12

Claimant's Counsel

Approved as to form and content



Theodore Babbitt, Esq.

Babbitt, Johnson, Osborne & Le Clairche, P.A.

1641 Worthington Road, Suite 100

West Palm Beach, FL 33409

Tel: 561-684-2500
Fax: 561-684-6308

Date: 11-30-12

Defendant - City of New York

[Handwritten Signature]

Title: Attorney for City of New York

Date: 12/5/2012