

2. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

3. The United States of America agrees to pay the sum of **one hundred thirty four thousand dollars (\$134,000.00)**, which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or her guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees, including but not limited to defendant Timothy Sinnigen.

4. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept the sums set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which she may have or hereafter acquire against the United States of America, its agents, servants and employees, including but not limited to defendant Timothy Sinnigen, on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and her

guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees, including but not limited to defendant Timothy Sinnigen, from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or her guardians, heirs, executors, administrators or assigns against any third party or against the United States or defendant Timothy Sinnigen, including claims for wrongful death.

5. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, including but not limited to defendant Timothy Sinnigen, and the defendants specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

6. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorney's fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

7. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorney's fees for services rendered in connection with this action shall not exceed 25 per centum of the amount of the compromise settlement.

8. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval


in a timely manner; time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation for Compromise, Settlement and Release and the compromise settlement are null and void.

9. Payment of the settlement amount will be made by government wire transfer to the bank account of Law Office of John Hoggan, PLLC, as counsel for plaintiff. Plaintiff's attorney agrees to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs, and expenses.

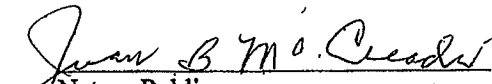
10. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

Executed this 14th day of January, 2015


Sondra Arquiett
Plaintiff

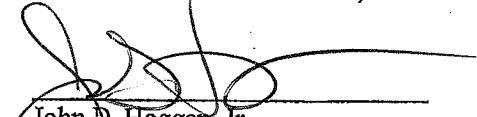
Sworn to me before this 14th
day of January, 2015


Notary Public

JOAN B. McCREADIE
Notary Public, State of New York
Residing in Jefferson Cty. No. 4632082
My Commission Expires January 31, 2017

Executed this 15th day of January, 2015


LAW OFFICE OF JOHN HOGGAN, PLLC

By: 
John D. Hoggan, Jr.
Bar Roll No. 511254
90 State Street
Albany, New York 12207
(518) 312-4176
jhoggan@hogganlaw.com

Attorney for Plaintiff

Executed this 15th day of January, 2015

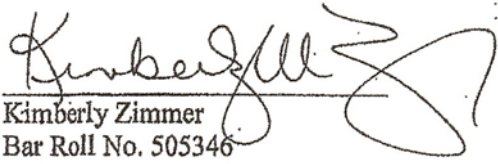
LAW OFFICE OF DONALD T. KINSELLA

By: 
Donald T. Kinsella
Bar Roll No. 103149
90 State Street
Albany, New York 12207
(518) 312-4176
dkinsella@khlaw.net

Attorney for Plaintiff

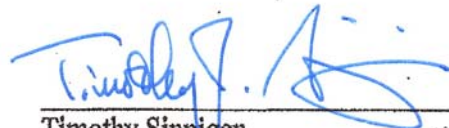
Executed this 14th day of January, 2015

ZIMMER LAW OFFICE, PLLC


By: 
Kimberly Zimmer
Bar Roll No. 505346
333 East Onondaga Street
Suite 301
Syracuse, New York 13202
(315) 422-9909
klm@kimzimmerlaw.com

Attorney for Plaintiff

Executed this 16th day of January, 2015


Timothy Sinnigen
Defendant

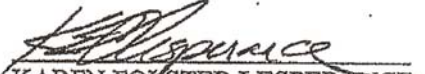
Sworn to me before this 16th day of January, 2015


Notary Public



Executed this 13th day of January, 2015

RICHARD S. HARTUNIAN
United States Attorney
Northern District of New York


KAREN FOLSTER LESPERANCE
Assistant United States Attorney
Bar Roll No. 514108
James T. Foley U.S. Courthouse
445 Broadway, Room 218
Albany, NY 12207
Telephone: (518) 431-0247
Karen.Lesperance@usdoj.gov

Attorney for defendants United States of America and Timothy Sinnigen

SO ORDERED:

Hon. Thomas J. McAvoy
Senior United States District Judge