

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

-----X  
JOSEPH RAKOFSKY, and  
RAKOFSKY LAW FIRM, P.C.,

Plaintiffs,

**STIPULATION OF  
DISCONTINUANC  
E**

Civil Action

IndexNo.: 105573/11

-against-

THE WASHINGTON POST COMPANY, *et al.*

6.7456  
**FILED**  
JUL 14 2011  
COUNTY CLERK  
NEW YORK OFFICE

1) In exchange for the benefits set forth below, Mr. Rakofsky shall stipulate to the dismissal of St. Thomas School of Law and Deborah Hackerson from this action and to promptly take all other necessary actions to ensure that the Court approves the withdrawal of his claims against St. Thomas School of Law and Deborah Hackerson and dismisses St. Thomas School of Law and Deborah Hackerson with prejudice.

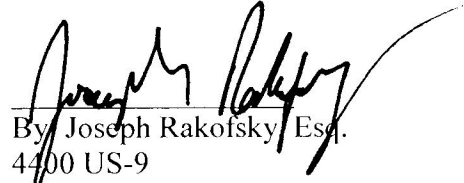
2) St. Thomas School of Law and Deborah Hackerson (through Travelers) shall pay to Mr. Rakofsky the sum of \$5000, which represents the settlement of any and all claims by him against St. Thomas School of Law and Deborah Hackerson. This sum shall be paid by a check made out to Mr. Rakofsky and mailed to his home at 67 Wall Street, Apt. 24G, New York, NY 10005.

3) This stipulation shall not be filed in any court, except to the extent it becomes necessary to do so in order to enforce it after a breach.

SO AGREED:

*Robert Clark, Esq.*  
*Attorney for*  
*St Thomas School of the*  
*and Deborah Hecker*

LAW OFFICE OF  
JAMES J. TOOMEY  
485 Lexington Avenue  
7<sup>th</sup> Floor  
New York, New York 10017



By Joseph Rakofsky Esq.  
4400 US-9  
Freehold, NJ 07728  
(877) 401-1529  
Bar Code 03446-2009  
JosephRakofsky@gmail.com

**To All to Whom These Presents Shall Come or May Concern, Know That**

Joseph Rakofsky 4400 US-9, Freehold, NJ 07728 as **Releasor**, for the sole consideration of \$5,000.00 (Five thousand dollars) received from The Phoenix Insurance Company and Travelers, receipt of which is hereby acknowledged, releases and discharges University of St. Thomas and Deborah K. Hackerson, The Phoenix Insurance Company, and Travelers **Releasees**, the Releasees, Releasees' heirs, executors, administrators, successors, firms, corporations and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, claims, any and all liens, encumbrances, rights of recovery, and rights of subrogation that have been made, will be made and that are known and unknown relevant to the subject loss, and demands whatsoever, in law, admiralty or equity, which against the Releasees, the Releasor, Releasor's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release. Releasor will defend, indemnify and hold harmless the Releasees from any and all liens, third-party claims, assignments, encumbrances, rights of recovery, and rights of subrogation as against the settlement proceeds, that have been made, will be made and that are known and unknown relevant to the subject loss. Releasor agrees to release, discharge and hold Releasees harmless against any assertion of a right to reimbursement and/or debt recovery action by or on behalf of Medicare or Medicaid and Workers' Compensation, if applicable.

It is Understood and Agreed that this is a full and final release of all claims of every nature and kind whatsoever, and releases claims that are known and unknown, suspected and unsuspected.

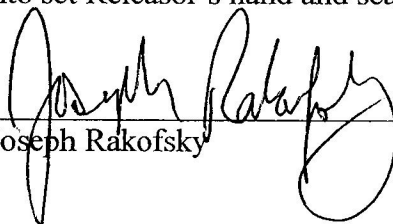
It is Further Understood and Agreed that any party hereby released admits no liability to the undersigned or any others, but shall be estopped and barred from asserting any claim or cause of action such party may have against the undersigned or his or her agents or representatives."

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

The words "Releasor" and "Releasee" include all Releasors and Releasees under this Release. This Release may not be changed orally.

**In Witness Whereof**, the Releasor has hereunto set Releasor's hand and seal this June 24 day of 2011.

**In the Presence of**

  
\_\_\_\_\_  
Joseph Rakofsky (Legal Signature)

State of New York,  
County of New York

On the 24<sup>th</sup> day of June, 2011 before me personally came Joseph Rakofsky, known to be the individual(s) described in and who executed the foregoing Release and duly acknowledged to me that he/she/ executed the same.

File No: EQG3491 (MSP)



Rossana Panizza

Freehold, NJ