

UNITED STATES OF AMERICA v. Clifton Park Hospitality, LLC et al
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**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK**

UNITED STATES,

Plaintiff,

Civil Action No. 13-CV-0407
(DNH/CFH)

vs.

CLIFTON PARK HOSPITALITY, LLC,
CHETAN PATEL, MAGAN PATEL,
and DALPAT PATAL,

Defendants.

APR 15 2014

FRANCE K. BAERMAN, Clerk
USDC

STIPULATION FOR COMPROMISE SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff, United States of America, and the defendants, Clifton Park Hospitality, LLC, Chetan Patel, Magan Patel, and Dalpat Patal, that the above-entitled action, brought to recover monies owing from the defendants' guarantees of a small business administration guaranteed loan to Clifton Park Hospitality, LLC, be settled and compromised on the following terms and conditions:

1. This is a compromise settlement of disputed claims and demands, and neither this Stipulation for Compromise Settlement nor the resulting compromise settlement shall constitute and admission of liability or fault on the part of the defendants, as to any of the allegations in the pleadings in this action or otherwise. The parties stipulate and agree that the purpose of this compromise settlement is to bring this action to final and conclusive resolution.
2. Defendants will pay to the plaintiff the settlement amount of \$609,208.00, as follows: (1) on or before April 30, 2014 - \$275,000.00; (2) on or before July 31, 2014 - \$167,104.00; and (3) on or before December 31, 2014 - \$167,104.00.

3. The plaintiff will accept these payments for a full and complete settlement of defendants' obligations to the United States, subject to the following default language.

4. If the defendants default in the payment terms contained in this settlement agreement, then the plaintiff may declare an event of default in writing to the defendants' counsel, and the defendants, and cancel the terms of this settlement agreement and be entitled to payment of all the outstanding principle and interest owed by the defendants to the plaintiff as stated in the complaint herein, after crediting any settlement payments made hereunder. That "clawed back" sum shall be immediately due and payable by the defendants and the defendants agree and consent to the plaintiff entering a default judgment against the defendants in said amount.

5. Defendants will have a fifteen (15) day grace period on any payments due and owing under this settlement agreement. However, if a default is not cured within the fifteen (15) day grace period, defendants consent to the entry of a default judgment.

6. Defendants shall submit the settlement payments referenced herein to:

U.S. Department of Justice
Nationwide Central Intake Facility
P.O. Box 790363
St. Louis, MO 63179-0363

Each such payment shall contain the notation: **CDCS No. 2013A42978**

7. It is also agreed, by and among the parties, that this settlement agreement represents the entire compromise settlement and that the respective parties will each bear their own costs, fees, and expenses.

8. The parties agree that this Stipulation For Compromise Settlement, 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 defendants expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

9. By their signatures hereon, defendants, and counsel for defendants, certify that neither Clifton Park Hospitality, LLC, Chetan Patel, Magan Patel, and Dalpat Patel is an infant nor incompetent for whom a guardian has been appointed.

Executed this 31 day of MARCH, 2014.


Clifton Park Hospitality, LLC, Defendant

Executed this _____ day of _____, 2014.

Chetan Patel, Defendant

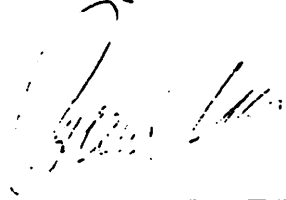
Executed this 31 day of MARCH, 2014.


Magan Patel, Defendant

Executed this 31 day of MARCH, 2014.


Dalpat Patel, Defendant

Dated: April 7, 2014


Richard L. Weisz, Esq.
Hodgson Russ LLP
677 Broadway
Suite 301
Albany, NY 12207
Attorney for the Defendants

9. By their signatures hereon, defendants, and counsel for defendants, certify that neither Clifton Park Hospitality, LLC, Chetan Patel, Magan Patel, and Dalpat Patal is an infant nor incompetent for whom a guardian has been appointed.

Executed this _____ day of _____, 2014.

Clifton Park Hospitality, LLC, Defendant

Executed this 7th day of April, 2014.

Chetan Patel
Chetan Patel, Defendant

Executed this _____ day of _____, 2014.

Magan Patel, Defendant

Executed this _____ day of _____, 2014.

Dalpat Patal, Defendant


Dated: _____, 2014

Richard L. Weisz, Esq.
Hodgson Russ LLP
677 Broadway
Suite 301
Albany, NY 12207
Attorney for the Defendants

RICHARD S. HARTUNIAN
United States Attorney
Northern District of New York
P.O. Box 7198
100 S. Clinton Street
Syracuse, New York 13261-7198

Dated: 4/8, 2014


By:



William F. Larkin
Bar Roll No. 102013
Assistant U.S. Attorney
Attorney for the Defendant

SO ORDERED:

Dated: April 15, 2014
Utica, New York



Hon. David N. Hurd
United States District Court Judge