

SUMMONS  
24%  
PAYMENTS

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and between CITIBANK (SOUTH DAKOTA), N.A., (hereinafter "Creditor") by its attorney, Peter T. Roach & Associates, P.C., and LINDA [REDACTED] Pro Se, (hereinafter "Debtor") that the within matter is settled under the following terms and conditions:

1. Debtor acknowledges a debt to CITIBANK (SOUTH DAKOTA), N.A., in the sum of \$34,267.50 identified as Account number \*\*\*\*\* [REDACTED] and hereby agrees to waive any and all defenses, jurisdictional or otherwise, in any action currently pending to collect said debt:

2. Debtor will pay to the attorneys for the Creditor, PETER T. ROACH AND ASSOCIATES, payable to "Citibank (South Dakota), N.A.", to be received at their office, 125 Michael Drive, Suite 105, Syosset, NY 11791, the sum of \$8,400.00 consisting of principal, costs and disbursements in installments as follows:

\$2,800.00 on or before June 15, 2010 and thereafter \$700.00 on or before the 15th day of each and every succeeding month until the total sum of \$8,400.00 is paid, the final installment being in the sum of \$700.00. No further interest shall accrue unless Debtor defaults.

3. In the event of a default in any of the aforesaid payments and where an affidavit of confession of judgment has been signed by Debtor, Debtor consents to Creditor filing, upon ten (10) days written notice, said affidavit of confession of judgment in any county in New York State, crediting on entry any payment made prior to such default, if said default remains uncured. In the event of a default in any of the aforesaid payments and where an affidavit of confession of judgment has not been signed by Debtor, Creditor may, upon ten (10) days written notice, commence an action on the debt, crediting any payment made prior to such default, if such default remains uncured.

4. Upon full compliance with this Stipulation, this matter shall be deemed fully satisfied and any affidavit of confession of judgment will be destroyed.

5. Customer, whose signature is below, releases and discharges Citibank (South Dakota), N.A. and all of its respective current and former predecessors, successors, parents, affiliates, subsidiaries, and all of the aforementioned's respective agents, employees, officers, directors, shareholders, attorneys, collection agencies, credit reporting agencies and vendors (the "Releasees") from all claims of any kind (including any claims for damages, interest, fees and/or attorney's fees) that Customer may have with respect to the lawsuit between the parties (the "Litigation"), if any, the account that is being settled (the "Account"), collection of the Account, any tax reporting relating to the Account or settlement of the Account, reporting the Account to the credit bureaus (Trans Union, Experian, Equifax), accessing the Customer's credit history, or any other matters between Customer and Releasees, including without limitation, all claims that were asserted or could have been asserted in the Litigation as of the date of this Agreement.