

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

25%
OVER 1 YR
JUDGEMENT

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CITIBANK(SOUTH DAKOTA),NA,

Plaintiff,
-against-

STIPULATION OF
SETTLEMENT

Defendant.

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IT IS HEREBY STIPULATED AND AGREED, by and between the Plaintiff CITIBANK(SOUTH DAKOTA),NA by their attorney, Peter T. Roach & Associates, P.C., and defendant _____, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of the action, the within action is hereby settled as follows:

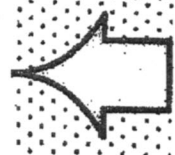
1. Defendant _____ hereby agrees to pay Plaintiff CITIBANK(SOUTH DAKOTA),NA the sum of \$6,000.00, payable as follows: \$500.00 on or before June 15, 2010 and thereafter \$500.00 on or before the 15th day of each and every succeeding month until the total sum of \$6,000.00 is paid, the final installment being in the sum of \$500.00. No interest shall accrue unless defendant defaults;
2. In the event of a default in any of the aforesaid payments, Plaintiff may, upon ten (10) days written notice, enter a judgment for the full amount demanded in the summons and complaint plus interest and costs herein, crediting on entry any payment made prior to such default, if said default remains uncured for ten (10) days;
3. Defendant _____ appears in this action and consents to the jurisdiction of this court and hereby withdraws with prejudice his/her Answer dated October 22, 2009.
4. Upon receipt by Plaintiff's attorneys of the sum of \$6,000.00, the above entitled action will be discontinued with prejudice, without costs to either party as against the other. This stipulation may be filed without further notice with the Clerk of the Court.
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.
6. Customer knowingly waives Customer's rights under Section 20-7-11 of the South Dakota Codified Laws, if applicable, which would otherwise bar relinquishment of claims that a creditor does not know or suspect to exist.
7. It is further stipulated that a facsimile of the within stipulation be deemed an original.

Dated:

Dated:

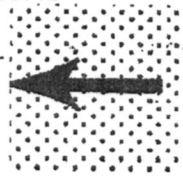
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Peter T. Roach & Associates, P.C.
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SIGN
HERE

Notary



NOTARIZE