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Bank of America, N.A.

Plaintiff,

-Against-

Pre Charge\_off Acct#:xxxx-xxxx-xxxx [REDACTED]

Post Charge\_off Acct#:xxxx-xxxx-xxxx [REDACTED]

[REDACTED]  
Defendant(s)  
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**SETTLEMENT STIPULATION**


IT IS HEREBY STIPULATED AND AGREED between plaintiff's attorneys and undersigned party or his attorney, that the above action be settled on the following terms:

1. That the defendant(s) pay to plaintiff's attorneys, MULLOOLY JEFFREY, ROONEY & FLYNN LLP, 6851 Jericho Tpke, Suite 220, PO BOX 9036, Syosset, NY 11791-9036, the sum of \$4,500.00 in full settlement of this action.
2. That \$4,500.00 is to be paid on or before 4/25/15 in full settlement.
3. In the event of a default in any of the said payments and upon written notice of default directed to the undersigned attorney or defendant, and such default is not cured within five(5) days after the giving of such notice, the plaintiff's attorneys may enter a Default Judgment for the amount sued for therein plus costs and disbursements, after giving credit for any payments received pursuant to this stipulation.
4. Upon payment in full, plaintiff's attorney will issue a discontinuance of this action.
5. Facsimile signatures on this stipulation are deemed to have the same force and effect, as if originals.
6. If, as a result of this settlement, the amount cancelled on this debt equals or exceeds \$600.00 the IRS may require Bank of America, N.A. to report the amount cancelled on a Form 1099-C. You will receive this Form for the year in which the settlement is completed. If you desire advice about the potential tax consequences that may result from this settlement, Bank of America, N.A. recommends that you consult with a tax professional of your choosing. Bank of America, N.A. does not make any representations about the tax consequences that this settlement may have for you or any reporting requirements that may be imposed on Bank of America, N.A.
7. The defendant does hereby release, acquit and forever discharge BANA, all of its affiliates and MJRF, together with any and all other persons who are or might be liable from any and all known or unknown claims, demands and causes of action of any sort and all damages, in equity or contract, which defendant now or hereafter can, shall or may have relating to or assertable in connection with the Account or the Action ("Released Matters").
8. This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for this purpose.

Dated: SYOSSET, New York  
April 13, 2015

DEFENDANT IN PERSON  
[REDACTED]

**28%  
LAWSUIT**

  
MULLOOLY, JEFFREY, ROONEY & FLYNN LLP  
Attorneys for Plaintiff  
GERALD W. FLYNN