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LAW SUIT

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

CITIBANK (SOUTH DAKOTA), N.A.
PLAINTIFF,

INDEX NUMBER R-01-13

-AGAINST- FILE NO. 2013-00129

[REDACTED]

DEFENDANT(S).

FORBEARANCE AGREEMENT AND STIPULATION OF SETTLEMENT

THIS AGREEMENT is made on June 13, 2013, by and between CITIBANK (SOUTH DAKOTA), N.A. (hereinafter the "Creditor"), and [REDACTED] (hereinafter the "Debtor").

1. Debtor will pay to Creditor in full settlement of account number ending in [REDACTED] the "Account") the sum of \$6,700.00 as follows:

PAYMENT NUMBER	PAYMENT DATE	PAYMENT AMOUNT
1.	06/28/2013	\$6,700.00

2. All payments shall be made payable to the order of CITIBANK (SOUTH DAKOTA), N.A. Debtor may forward payments to Cohen & Slamowitz, LLP, P.O. Box 9001, Woodbury, NY 11797-9001, or Debtor may pay online at www.cslawllp.com. All payments are subject to collection.
3. In the event that the Debtor shall default in making any of the payments required hereunder, then Creditor will mail written notice of the default to the Debtor's attorney. If the default remains uncured for ten (10) days from the mailing of the notice, then the entire amount claimed in the summons and complaint, less a credit against same for any payments made hereunder, shall immediately be due and payable without further notice and demand. In such an event, Creditor may enforce the judgment that it previously requested the court to enter. If no judgment has been entered, then Creditor may request that the court enter judgment for the amount prayed for in the summons and complaint, less a credit against same for any payments made hereunder. The request for judgment may include principal, interest, applicable costs, and disbursements as permitted by law.
4. Upon receipt by Creditor's counsel and clearance of all sums required hereunder, Creditor's counsel will provide to Debtor's attorney a letter confirming the Account is settled, or if judgment is entered, a satisfaction of judgment.
5. A facsimile signature shall be deemed an original for purposes of filing this stipulation with the court.
6. **Release of Claims:** Debtor releases and discharges Citibank, N.A. and 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 the Debtor may have with respect to the Account, or any other matters between Debtor and Releasees, including without limitation, all claims that were asserted or could have been asserted in this action.