

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ONONDAGA

CITIBANK, N.A.,

Plaintiff,

-against-

[REDACTED]

Defendant.

Index No. [REDACTED]

SETTLEMENT STIPULATION

Account Number # [REDACTED]

Original Account Number Ending in: [REDACTED]

35%
LAWSUIT

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff's attorneys and defendant and/or defendant's attorneys that:

1. Defendant acknowledges and/or waives receipt of the Summons and Verified Complaint, appears herein, consents to the jurisdiction of this Court and waives the timely filing of said Summons and Complaint, Affidavit of Service Acknowledgment and Settlement Stipulation.
2. Defendant hereby withdraws the answer and waives any and all offsets, defenses and/or counterclaims.
3. Pursuant to CPLR 8020(d), since it is the Defendant's obligation to file the within stipulation of settlement, it shall, however, be filed by the Plaintiff at the Defendant's request. The \$35.00 mandatory filing fee shall be paid by the Defendant with his/her initial payment. The Defendant understands that this payment is in addition to his/her initial installment.
4. The action is settled upon the following terms and conditions:
One (1) lump sum payment of \$3,400.00 to be paid on or before the 11th day of June, 2012. The Defendant will add \$35.00 to the first payment so that the Plaintiff can file this stipulation.
5. Payments are to be by check or money order made payable to "Citibank, N.A.," and sent to them at C/O Forster & Garbus LLP, as Attorneys P.O. Box 192, Commack, NY 11725-0192.
6. Should any payment not be received by the due date, or should any check sent in payment be returned by the bank for any reason whatsoever and the payment not be received within ten (10) days after written notification to defendant's attorney, plaintiff shall have the right to enter judgment without further notice for the full suit amount demanded in the complaint, together with cost and disbursements, less any payments made.
7. Upon full payment of the settlement sum, a stipulation of discontinuance of this action shall be filed with the Court. Pursuant to CPLR 8020(d), it is the Defendant's obligation to file the stipulation of discontinuance and pay the filing fee of \$35.00.
8. This stipulation is in the settlement of this action only and only against the defendant(s) signing this stipulation.
9. If the stipulation is not timely filed, Plaintiff and Defendant agree it shall be deemed filed nunc pro tunc as of the date of signature.
10. Facsimile signatures shall be deemed original for purposes of this settlement stipulation only.
11. **Release of Claims:** Defendant 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 (Forster & Garbus LLP.), 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 he may have with respect to the Account, or any other matters between Defendant 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. Defendant further agrees that he will not file any claims, complaints, affidavits, arbitrations or proceedings with any regulatory or administrative agency with respect to the matters released in this Agreement against any of the aforementioned, and any such claims, complaints, affidavits, arbitrations or proceedings filed prior to the execution of this Agreement shall promptly be dismissed or withdrawn. This Agreement is intended to resolve forever the entire disagreement between Defendant and Releasees. Defendant knowingly waives his 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.

Dated: May 31, 2012

By: [REDACTED]

FORSTER & GARBUS LLP
As Attorneys for Plaintiff

By: [REDACTED]
Edward J. Damsky, Esq.
60 Motor Parkway
P.O. Box 9030
Commack, NY 11725
(631) 393-9400

Please note that we are required, under Federal Law, to advise you that we are debt collectors and any information we obtain will be used in attempting to collect this debt.