43% LAWSUIT

SETTLEMENT AGREEMENT AND RELEASE

THIS RELEASE dated as of _____ ___, 20___ (this "Release"), is entered into by and between **CAVALRY SPV I, LLC, as assignee of Citibank, N.A.**, a Delaware limited liability company ("Cavalry"), and [redacted]**S,** a New York resident (**"Defendant"**)

Each of the undersigned hereby agrees as follows:

1. **Defendant** shall pay the amount of $5,000, in clear funds, to Cavalry **on or before May 20, 2018.** Failure to make such payment(s) on a timely basis will result in the full amount of the debt, along with any interest accrued under the original interest rate, becoming immediately due and payable (excluding the amount of any payments made).

2. (a) Each party unconditionally releases and discharges the other party, and such other party's past and present divisions, affiliates, subsidiaries, parent companies, officers, directors, members, managers, employees, agents, representatives, attorneys, predecessors-in-interest, successors-in-interest, and assigns, in their individual and representative capacities (collectively, the "Released Parties"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, causes of action, rights, costs, losses, debts and expenses of any nature whatsoever (collectively, the "Claims"), known or unknown, which such party or their heirs, executors, administrators, successors and assigns ever had, now have or may in the future have by reason of any matter, fact or cause arising out of any events concerning the debt described on Exhibit A (the "Debt"), the collection of the Debt, the credit reporting of the Debt, or any related matter, including Claims brought or which could have been brought in litigation.

(b) Each party acknowledges and agrees that this Release is a final and general release. This Release specifically includes and applies to any and all Claims, whether or not any party now knows of or suspects the existence of them and whether or not they are specifically described in this Release.

3. Upon receipt of the total amount of funds specified in Section 1, Cavalry unconditionally releases and discharges **Defendant** from any and all Claims that Cavalry has or had by reason of any matter, fact or cause arising out of any events concerning the Debt.

4. The parties acknowledge that this Release does not constitute an admission by any party or any Released Party of any: (a) liability; (b) violation of any federal, state or local statute, law, regulation, order or other requirement of law; (c) breach of contract, actual or implied; (d) commission of any tort; or (e) other civil wrong.

5. Cavalry will cause any litigation or proceeding that it may have filed or commenced regarding the Debt to be dismissed upon receipt and clearance of the total amount of funds specified in Section 1.

COUNTY COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

Cavalry SPV I, LLC, as assignee of Citibank, N.A.
Plaintiff,

-against-

[redacted]
Defendant.

Index No. [redacted]

Complaint

1. Plaintiff is a foreign or domestic corporation authorized to transact business in the State of New York.
2. Upon information and belief, the Defendant(s) resides in the county in which this action is brought.

AS AND FOR A FIRST CAUSE OF ACTION

3. On information and belief defendant in person, or by agent, made credit card purchases and/or took money advances under a credit agreement with Plaintiff's predecessor in interest, Citibank, N.A., bearing account number XXXXXXXXXXXX[redacted], who charged off the debt. A copy of the agreement was furnished to defendant at the time the account was opened.
4. Plaintiff purchased a pool of charged-off accounts from Citibank, N.A.. The Plaintiff thereafter took by assignment all the rights, titles and interest to receive the monies on the account number XXXXXXXXXXXX[redacted] due pursuant to the said agreement and is the legal assignee of the original creditor (see attached).
5. Upon information and belief, Plaintiff's predecessor in interest rendered to Defendant monthly, full and true accounts of the indebtedness due and owing by the Defendant. The statements were delivered to and accepted without objection by the Defendant.
6. Defendant owes the Plaintiff $11,374.96 according to the attached account.

WHEREFORE Plaintiff demands judgment against Defendant(s) for the sum of $11,374.96 together with the costs and disbursements of this action.

Dated, the_____ day of _____ 20_____.

MAR 12 2018

RAS LaVrar, LLC

_____

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FILED
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Judith A. Pascale
CLERK SUFFOLK COUNTY