49%
12 PAYMENTS
LAWSUIT

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK: 1st DISTRICT BABYLON

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DEPARTMENT STORES NATIONAL BANK,
Plaintiff,

-against-

[redacted]

Defendant.

----------X

Index No.: [redacted]

SETTLEMENT STIPULATION

Account No.: [redacted]

Original Account number ending in [redacted]

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

1. Defendant consents to the jurisdiction of this Court.

2. Defendant hereby withdraws the answer and waives any and all offsets, defenses and/or counterclaims.

3. This action is settled upon the following terms and conditions:
$1,000.00 to be paid on or before the 29th day of January, 2016; followed by consecutive minimum monthly payments of $383.64 to be paid on or before the 30th day of each and every month; until the settlement amount of $5,220.00 is paid in full.

4. Payments are to be made by check or money order made payable to "DSNB," and sent to them at C/O Forster & Garbus LLP P.O. Box 192, Commack, NY 11725-0192.

5. 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 10 days after written notification to defendant and/or defendant's attorney, plaintiff shall have the right to enter judgment without further notice, full suit amount demanded in the complaint, together with cost and disbursements, less any payments made.

6. Upon full payment of the settlement sum, a stipulation of discontinuance of this action shall be filed with the Court.

7. This stipulation is in settlement of this action only and only against the defendant signing this stipulation.

8. Facsimile signatures shall be deemed original for purposes of this settlement stipulation only.

9. "Department Stores National Bank will report forgiveness of debt as required by IRS regulations"

10. Release of Claims: Defendant releases and discharges Department Stores National Bank 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 credit card account that is the subject of this action, or any other matters between Defendant and Releasees, including without limitation, all claims that were asserted or could have been asserted in the this action as of the date of this settlement. Defendant further agrees that he will not file any claims, complaints, affidavits, arbitrations or