

DISTRICT COURT OF THE COUNTY OF SUFFOLK  
FIRST DISTRICT: HAUPPAUGE PART

BANK OF AMERICA, N.A.,

Plaintiff,

-against-

Defendant.

STIPULATION OF SETTLEMENT

Index No. [REDACTED]

MJRF File No. [REDACTED]

Pre Charge-Off Acct. No. XXXX-XXXX-XXXX-XXXX [REDACTED]

Post Charge-Off Acct. No. XXXX-XXXX-XXXX-XXXX [REDACTED]

IT IS HEREBY STIPULATED AND AGREED, by and between the parties and/or the attorneys of record for the parties to the above-titled action, that said action was commenced for a balance due on a Bank of America, N.A. credit card account in the amount of \$4,556.49 and is now being settled for less than the full amount on the following terms:

1. That the defendant pays to plaintiff's attorneys, MULLOOLY, JEFFREY, ROONEY & FLYNN, LLP, located at 6851 Jericho Turnpike, P.O. Box 9036, Syosset, New York 11791-9036, \$2,300.00 in settlement of this action.

2. That the above balance be paid at a rate of \$191.66 per month commencing on August 20<sup>th</sup>, 2015, and continuing thereafter in equal installments on the same day of each, consecutive month until the full \$2,300.00 has been paid in full.

3. In the event of a default in any of the said payments and upon written notice of default directed to the undersigned attorney and/or the defendant, and such default is not cured within ten (10) days after the giving of such notice, the plaintiff's attorneys may enter a default judgment for the amount sued for herein plus costs and disbursements, after giving credit for any payments received pursuant to herein terms of this stipulation.

4. Upon the defendant's fulfillment and clearance of the payments in accordance with the terms as demonstrated herein, plaintiff's attorneys will issue a discontinuance of the action.

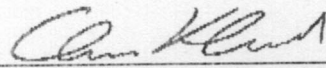
5. If, as a result of this settlement, the amount cancelled on this debt equals or exceeds \$600.00, the IRS may require Bank of America to report the amount cancelled on a form 1099-C. You will receive this form for the year in which the settlement is completed. If you desire advice about the potential tax consequences that may result from this settlement, Bank of America recommends that you consult with a tax professional of your choosing. Bank of America 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.

6. The defendant does hereby release, acquit and forever discharge Bank of America, N.A., all of its affiliates and Mullooly, Jeffrey, Rooney & Flynn LLP, 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 ("Release Matter").

7. Facsimile signatures on this Stipulation are deemed to have the same force and effect as if originals.

Dated: Syosset, New York  
July 20<sup>th</sup>, 2015

BY: [REDACTED]  
Defendant  
[REDACTED]  
Commack, NY 11725

  
MULLOOLY, JEFFREY, ROONEY & FLYNN, LLP  
BY: CHRISTOPHER KLUSEK, ESQ.  
Attorney for Plaintiff  
6851 Jericho Turnpike, Suite 220  
P.O. Box 9036  
Syosset, New York 11791-9036  
516-656-5300

*This communication is from a debt-collector. This is an attempt to collect a debt.  
Any information obtained will be used for this purpose.*

*This account is issued and administered by Bank of America, N.A., successor in interest to FIA Card Services, N.A.*

50%  
LAWYER