

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF QUEENS

-----X
CITIBANK, N.A.

Plaintiff,

-against-

GERARDO [REDACTED]

Defendant.
-----X

Index No. [REDACTED]

SETTLEMENT STIPULATION

Account No. [REDACTED]

Original Account No. ending in [REDACTED]

50%
13 PAYMENTS
LAWSUIT

IT IS HEREBY STIPULATED AND AGREED, by and between plaintiff's attorneys and defendant as follows:

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. Defendant agrees to pay Plaintiff \$195.00 on or before the 30th day of October, 2015, followed by consecutive monthly payments of \$195.00 due on or before the 30th day of each and every month thereafter, until the settlement amount of \$2,320.00 is paid in full.
4. Payments are to be made by check or money order made payable to "Citibank, N.A.," and sent to them at 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, for the suit amount, together with costs 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. Citibank, N.A. will report forgiveness of debt as required by IRS regulations.
9. 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, Esqs.), 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