50% LAWSUIT

DISTRICT COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU, 1ST DISTRICT, HEMPSTEAD
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DISCOVER BANK,

Index No. [redacted]

Plaintiff,

-against-

SETTLEMENT STIPULATION

[redacted],
Defendant.

F&G File No. [redacted]
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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 one (1) lump sum payment of $1,519.00 to be paid on or before the 14th day of May, 2018.

4. Payments can be made at *www.payfgny.com* using Control # [redacted] or they can be made by check or money order payable to "Forster & Garbus, as attorneys," and sent to Forster & Garbus at P.O. Box 9030, Commack, NY 11725-9030. All payments shall reference the F&G File No. provided above.

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 for the suit amount, less any payments received, together with costs and disbursements.

6. Upon full payment of the settlement sum, a stipulation of discontinuance shall be filed with the Court and sent to defendant.

7. Settling a debt for less than the balance owed may have tax consequences and Discover may file a 1099C form. We cannot provide you with tax advice. If you have any questions, Discover encourages you to consult a tax advisor of your choosing.

8. Defendant, his/her heirs, successors, legal representatives and assigns hereby release, acquit and forever discharge plaintiff and all of its affiliates, parents and/or subsidiaries, representative managing partners, officers, directors, shareholders, employees, agents, assigns, successors, attorneys, and all others associated hereto, from any and all claims, liabilities, demands, suits, and causes of action, whether vested or contingent, accrued or unaccrued, whether or not such claims were or could have been raised herein, or as a result of any activities related to the debt and/or plaintiff's account

9. Defendant agrees that he/she shall notify plaintiff's attorneys of each change of his/her