

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

BANK OF AMERICA, N.A.,

**STIPULATION TO VACATE JUDGMENT
AND SETTLE ACTION ON CONSENT**

Plaintiff,

-against-

INDEX No. ~~1078-2017~~

MJRF FILE No. ~~110226~~

Defendant.

Account No. ~~XXXX-XXXX-XXXX-XXXX~~

WHEREAS, there having been a default judgment entered in favor of the plaintiff and against the defendant in the amount of \$22,974.59 with the Clerk of the Civil Court of Kings County, State of New York, on September 12th, 2017, under Index number ~~1078-2017~~,

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned, the parties and/or attorneys of record for the parties to the above-titled action, that said judgment be and the same hereby is vacated along with any and all attributed restraints and executions;

IT IS FURTHER 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. account in the amount of \$22,709.59 and is now being settled for less than the full amount on the following terms:

1. That the defendant(s) pay to plaintiff's attorneys, MULLOOLY, JEFFREY, ROONEY & FLYNN, LLP, 6851 Jericho Turnpike, Suite 220, P.O. Box 9036, Syosset, New York 11791. \$13,800.24 in full settlement of this action.
2. That the settlement balance of \$13,800.24 be paid at the rate of \$383.34 per month commencing on November 27th, 2017, and continuing thereafter in equal monthly installments on the same day of each consecutive month until the full settlement balance is paid.
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 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 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 with prejudice of this action.
5. There may be tax consequences as a result of a settlement. Please consult a tax professional if you have questions or want advice about any potential tax consequences.
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").

IT IS FURTHER STIPULATED AND AGREED, by and between the undersigned, the parties and/or the attorneys of record for the parties to the above-titled action, that in the interest of judicial economy, defendant, ~~XXXXXXXXXX~~ hereby withdraws his pending Order to Show Cause, currently scheduled for return in Part 34C of this Court, for November 15th, 2017; and

IT IS FURTHER STIPULATED AND AGREED, by and between the undersigned, the parties and/or the attorneys of record for the parties to the above-titled action, that a facsimile copy of this stipulation and the signatures affixed thereto, be deemed original for all purposes.

Dated: Syosset, New York
November 14th, 2017

~~XXXXXXXXXX~~
Defendant
~~XXXXXXXXXX~~
Brooklyn, NY 11225

MULLOOLY, JEFFREY, ROONEY & FLYNN, LLP
BY:
Attorneys for Plaintiff
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P.O. Box 9036
Syosset, NY 11791
(516) 656-5300

60%
36 PAYMENTS
WAGE
GARNISHMENT
D.S.C.
FILED