

MALEN & ASSOCIATES, p.c.  
Attorneys at Law  
123 Frost Street  
Westbury, New York 11590  
(516) 334-3500 Ext: 5914

Mar 18, 2019

To: ROY A EVANS

Phillip Sellers P C

2194 E SENECA ST  
LODI NY 14860-9729

2777 Allen Pakway # 1000  
Houston Tx 77019

Plaintiff: CAPITAL ONE BANK (USA), N.A.  
Original Creditor: CAPITAL ONE BANK (USA), N.A.  
Index#: 525862018  
File#: 0808B 374193  
Acct No: XXXXXXXXXXXXX6558  
Balance: \$ 3722.74 No interest will be added.  
Proposed Stipulation Balance: \$ 3,000.00 No interest will be added.

Dear ROY A EVANS

Our office represents the Plaintiff regarding the above referenced matter.

Enclosed for your review is the Proposed Stipulation of Settlement (the "Stipulation").  
If acceptable, execute the Stipulation and return an original to our office so that we may  
file the Stipulation with the Court. Please retain a copy for your records.

**IMPORTANT: IN ADDITION TO YOUR SIGNED STIPULATION PLEASE INCLUDE A MONEY ORDER  
MADE PAYBLE TO THE - COUNTY CLERK - IN THE AMOUNT OF \$35  
WHICH REPRESENTS THE FEE THE COURT CHARGES TO FILE THE STIPULATION!!!**

Please return the executed Stipulation on or before the date that you are required to make  
your first payment.

Please note that failure to make any of the payments pursuant to the terms of the Stipulation  
shall constitute a default. In the event that you are in default, the Plaintiff may enter a judgment  
against you pursuant to the terms of the Stipulation.

Please be aware that we represent the Plaintiff and do not represent you. You always have  
the option of contacting your own attorney and/or accountant prior to signing the Stipulation.  
If you feel that you would prefer to contact your own attorney and/or accountant for any  
reason whatsoever, please do so.

This is an attempt to collect a debt; any information obtained will be used for that purpose.  
We are Debt Collectors.

If there is any further information that you may require, please do not hesitate to contact  
me at your earliest convenience.

Very truly yours,  
Malen & Associates, p.c.

NYC DCA License: 2046078-DCA

Erica Jeudy  
Clerical  
516.479.5914

stipproposedltr

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SENECA

-----X  
CAPITAL ONE BANK (USA), N.A.

Plaintiff,

STIPULATION OF SETTLEMENT  
AND RIGHT TO ENTER  
JUDGMENT UPON DEFAULT

-against-

ROY A EVANS

Defendant (s)

Index No.525862018

File#: 0808B 374193 34

-----X  
IT IS AGREED that the above matter is settled on the following terms:

FIRST: A Complaint was generated on 12/07/18 in the amount of \$ 3722.74 ("Complaint Amount"). The Complaint was filed under Index Number 525862018.

SECOND: The undersigned appear(s) in this action and hereby waives the service of a Summons and Complaint and in the event payments are not made as provided herein, consents to the entry of a judgment.

THIRD: If an answer has been interposed, the undersigned defendant(s) or legal representative withdraws the answer and counterclaims, if any, and consent(s) to a judgment being entered according to the terms of this agreement unless payments are made as described below.

FOURTH: If an answer has not been interposed, and Defendant(s) is in default of this agreement, the undersigned consent(s) to the entry of a judgment as described below.

FIFTH: Settlement Amount: \$ 3000.00

1st monthly payment of \$ 900.00 due on or before 03/27/19

20 monthly payments of \$ 105.00 the first due 04/27/19 and then same day monthly thereafter.

Installment payments to continue until the full Settlement Amount is paid. All checks shall be made payable and sent to:

MALEN & ASSOCIATES, p.c., as attorneys,

123 Frost Street, Westbury, NY 11590 (516) 334-3500 Ext: 5905

SIXTH: Failure to make any payment(s) when due hereunder shall constitute an immediate event of default. In the event that any default continues for a period of more than ten (10) days after written notice to cure, then Plaintiff may enter judgment for the Complaint Amount with applicable interests, costs and disbursements, giving credit for payments made hereunder.

SEVENTH: Plaintiff reserves all rights against any other person not a party to this stipulation. When the final payment is made pursuant to this agreement, Plaintiff shall deliver to the undersigned a Stipulation of Discontinuance with prejudice.

This is an attempt to collect a debt, any information obtained will be used for that purpose. We are a Debt Collector.

This Stipulation may be signed in counterparts and an executed facsimile copy shall be deemed to have the same force and effect as a signed original.

Mar 15, 2019

\_\_\_\_\_  
Defendant In Person

MALEN & ASSOCIATES, P.C.  
Attorneys for Plaintiff

\_\_\_\_\_  
Defendant In Person

\_\_\_\_\_  
Adam Hughes, Dana Arrick

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SENECA

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