

LAW OFFICES OF HARRIS & ZIDE  
FLINT C. ZIDE (SBN 160369)  
SARKIS S. KARAYAN (SBN 316926)  
1445 Huntington Drive, Suite 300  
South Pasadena CA 91030  
Telephone: (626) 799-8444  
Facsimile: (626) 799-8419  
Attorneys for Plaintiff

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO**  
**SAN BERNARDINO JUSTICE CENTER – LIMITED CIVIL JURISDICTION**

JH Portfolio Debt Equities, LL ,

Plaintiff,

vs.

CARMEN TOLEDO, et al.,

Defendant(s).

Case No. **CIVDS1906058**

**STIPULATION AGREEMENT**

**JURISDICTION RETAINED UNDER  
CODE OF CIVIL PROCEDURE § 664.6**

IT IS HEREBY STIPULATED by and between the parties hereto:

1. Defendant, CARMEN TOLEDO, stipulates to entry of judgment in favor of JH Portfolio Debt Equities, LL , in the principal sum of \$1,300.32 plus costs of \$363.50, for a total judgment in the amount of \$1,663.82.
2. The parties agree that an account has been stated and \$1,663.82 is the accurate liquidated amount owed on this debt as of the date of this stipulation. As such, defendant acknowledges this as the correct balance due for the account number ending \*\*\*\*\*7032. It is the parties' intent that in the event of default in the payment plan, plaintiff shall be entitled to enter judgment for the amount stated in paragraph 1, plus any motion and/or order fee(s) required by the court less credit for payments made.

Stipulation Agreement (Code of Civil Procedure § 664.60)

Page 1

\*832380.001\*

HARRIS & ZIDE  
1445 HUNTINGTON DRIVE STE 300  
SOUTH PASADENA, CA 91030  
TELEPHONE: (626) 799-8444  
FACSIMILE: (626) 799-8419

HARRIS & ZIDE  
1445 HUNTINGTON DRIVE STE 300  
SOUTH PASADENA, CA 91030  
TELEPHONE: (626) 799-8414  
FACSIMILE: (626) 799-8419

3. Notwithstanding the stipulation to enter judgment, JH Portfolio Debt Equities, LL will not request that judgment be entered so long as defendant is not in default with the following payment plan. Defendant agrees to pay plaintiff a minimum of \$300.00 due on or before 04/30/2019, then 5 monthly payments of \$206.40 due by the 30<sup>th</sup> day of each and every month thereafter beginning 05/30/2019, and a final payment of \$206.40 due on or before 09/30/2019 for a total settlement of \$1,332.00. Defendant shall also pay defendant's first appearance fee if it has not already been paid. However, should the total sum of \$1,332.00 be received as set forth above without a default in payment, the entire matter shall be deemed settled in full. These consecutive monthly installments, timely received, will constitute full satisfaction of the judgment.

4. Payments due as stipulated above shall be made payable to JH Portfolio Debt Equities, LL, notated with defendant's account number, and sent to:

**Harris & Zide**

**1445 Huntington Drive Ste 300**

**South Pasadena CA 91030**

5. If and only if local rules require, the parties joint request that this court retain jurisdiction under Code of Civil Procedure Section 664.6. The parties further request that this court vacate all future hearings and stay all further action on this case pending completion of this agreement. If and only if local rules so require, the parties, by their signatures below, authorize the court to dismiss this case without prejudice. The parties further agree that in the event of a default in payments and at the request of a party, the court may reopen the case without notice to the other party, vacate any dismissal, and enter judgment in the amount stated in paragraph 6 below. The parties further agree that this stipulation may at plaintiff's option be enforced by independent action. The parties also agree to, and do, voluntarily waive all statutes of limitation and any other legal impediment or bar to this court from continuing or resuming jurisdiction of this case including, but not limited to, waiver of rights and provisions of California Code Civil Procedure Sections 583.160, 583.210, 583.310, 583.360, 583.410, 583.420, and

1 all other provisions of California law regarding dismissal of actions for failure to  
2 prosecute or to bring an action to trial within any time limit.

- 3 6. If defendant pays in accordance with the terms set forth above, then plaintiff shall  
4 dismiss this case with prejudice after the final payment has been determined to be  
5 in good funds. If the court has already dismissed the case without prejudice, then  
6 it will be sufficient for plaintiff to let the dismissal stand.

- 7 7. Time is of the essence with respect to all payments. Failure to have any payment  
8 delivered to the above address on or before the due date will be a default. The  
9 dishonor or reversal of any payment will be a default. In the event defendant fails  
10 to make any payment set forth above, JH Portfolio Debt Equities, LL shall be  
11 entitled to judgment against defendant in the principal amount of \$1,300.32, plus  
12 costs in the sum of \$363.50, plus any motion and/or order fee(s) required by the  
13 court, less credit for payments made in good funds before the time of default.

- 14 8. Acceptance of any one or more late or partial payments by plaintiff or anyone  
15 acting on plaintiff's behalf shall neither constitute a waiver of, nor in any way  
16 prejudice, plaintiff's right to demand and receive timely payments thereafter or to  
17 declare a default hereunder. Plaintiff's failure to declare a default under this  
18 stipulation when so entitled shall neither constitute a waiver of, nor in any way  
19 prejudice, plaintiff's right to declare a default thereafter.

- 20 9. The parties agree that a commissioner of the court may hear any proceeding  
21 arising from this stipulation.

- 22 10. Defendant releases and discharges plaintiff and all of its respective current and  
23 former predecessors, successors, parents, affiliates, subsidiaries, insurers, and all  
24 of the aforementioned's respective agents, employees, officers, directors,  
25 shareholders, attorneys, collection agencies, credit reporting agencies and vendors  
26 (the "Releasees") from all claims of any kind (including any claims for damages,  
27 interest, fees, and/or attorney fees) that defendant may have with respect to the  
28 credit account at issue, collecting of the account, reporting of the account to credit  
bureaus, assessing defendant's credit history or any other matters between  
defendant and Releasees, including without limitation all claims that were

HARRIS & ZIDE  
1445 HUNTINGTON DRIVE STE 300  
SOUTH PASADENA, CA 91030  
TELEPHONE: (626) 799-8414  
FACSIMILE: (626) 799-8419

- 1 asserted or could have been asserted in the above-captioned case as of the date of  
2 this stipulation (the "Matters Released").
- 3 11. Defendant further agrees that defendant will not file any claims, complaints,  
4 affidavits, arbitrations, or proceedings with any regulatory or administrative  
5 agency with respect to the Matters Released against any of the aforementioned,  
6 and that any such claims, complaints, affidavits, arbitrations, or proceedings filed  
7 prior to the execution of this stipulation shall promptly be dismissed or withdrawn  
8 with prejudice. This stipulation is intended to resolve forever the entire  
9 disagreement between defendant and plaintiff.
- 10 12. Each party expressly waives and relinquishes all rights and benefits that he, she,  
11 or it has or may have under California Civil Code Section 1542. That section  
12 states: "A general release does not extend to claims which the creditor does not  
13 know or suspect to exist in his favor or at the time of executing the release, which  
14 if known by him must have materially affected his settlement with the debtor."
- 15 13. By signing this stipulation, each party indicates that he, she, or it has read the  
16 provisions of California Civil Code Section 1542. Each party acknowledges that  
17 the significance and consequence of this waiver is that even if he or she or it  
18 should eventually suffer additional damages arising out of the litigation or any  
19 claims that could have been asserted in this case, he or she or it will not be  
20 permitted to make any claim for those damages. Furthermore, each party  
21 acknowledges that he or she or it intends that consequence even as to claims for  
22 damages that may exist as of the date of this release but which he or she or it does  
23 not know exist, and which, if known, would materially affect his or her or its  
24 decision to execute this release, regardless of whether his or her or its lack of  
25 knowledge is the result of ignorance, oversight, error, negligence, or any other  
26 cause.
- 27 14. Upon timely receipt and full negotiation of the payments as stated above, plaintiff  
28 releases and discharges defendant in connection with any claims it may have  
relating to the account at issue in this case. This release by plaintiff does not  
extend to any other account(s) or other financial obligations that defendant may

1 have with any Releasee.

- 2 15. Defendant understands that plaintiff or its affiliates may be required by federal  
3 law to issue tax forms, including a 1099 form, regarding the account or amounts  
4 written off on the account. Plaintiff makes no representations or warranties as to  
5 the tax implications of the actions taken on the account set forth herein and  
6 defendant agrees not to seek to hold Releasees liable for defendant's tax liability.
- 7 16. Defendant acknowledges having had the opportunity to consult with legal counsel  
8 of choice concerning defendant's legal rights with respect to the form and content  
9 of this stipulation and the advisability of executing it.
- 10 17. This stipulation may be signed in counterparts, and the counterparts together shall  
11 constitute one document. Counterparts including faxed, scanned, or photocopies  
12 signatures shall be as valid as an original.
- 13 18. This stipulation contains the entire agreement of the parties. These are no oral or  
14 written agreements or understandings not contained herein.
- 15 19. The negotiations leading to and the terms of this Agreement are confidential. The  
16 Parties agree not to disclose (1) any statement made during negotiations or (2) the  
17 terms of this Agreement to any person except as may be necessary for the  
18 preparation of financial statements or tax returns, as may be required by law or by  
19 valid order of the court. If any party or person acting on behalf of a party hereto  
20 receives an inquiry about this Agreement, such party will respond only that "the  
21 matter has been resolved". Nothing in this Agreement shall, however, be deemed  
22 to interfere with each party's obligation to report transactions with appropriate  
23 governmental, taxing and/or registering agencies.

24 Dated: 04/17/2019

*Carmen Toledo*

CARMEN TOLEDO, Defendant

25 Dated: \_\_\_\_\_

JH Portfolio Debt Equities, LL, Legal Representative

26 TA019397

27 Stipulation Agreement (Code of Civil Procedure § 664.60)

Page 5

28 \*832380.001\*