

**SELIP & STYLIANOU, LLP**

Attorneys at Law  
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Paramus, New Jersey 07652

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Respond to New York office

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**CONFIDENTIALITY NOTICE**

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**"THIS IS A COMMUNICATION FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."**

If you do not receive the amount of pages indicated above, please contact the undersigned as soon as possible at the above listed number, extension:

Creditor: TD BANK USA, N.A.	
S&S #: F028164	Account No Ending in: 6720
Account Type: Target Card	Consumer: Josephine C Cagigas
Index Number: 39118/18	Stipulated Balance Due: \$944.76
Total Account Balance: \$1,259.68	

Dear Consumer Law Group:

Enclosed please find two (2) repayment agreements confirming your client's agreement to repay the sum of \$944.76. Please return one (1) signed agreement in the enclosed envelope. If your client is interested in enrolling in the firm's automated bank account withdrawal service, please return one completed and signed Automatic Direct Payment Authorization Form with the fully signed agreement. The duplicate copies of both documents are for your records.

Please do not make any changes to the agreement without first getting express authorization from this office. Any unauthorized changes may cause this agreement to be null and void. Please note that all payments should be forwarded directly to this office and made payable to TD BANK USA, N.A., or you can call our office or visit our website at [www.seliplaw.com](http://www.seliplaw.com) to make a payment.

If you should have any questions, please do not hesitate to contact this office.

Sincerely,

Mitchell Selip / David A. Zolten /  
Mitchell G. Slamowitz, Esq.

**This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose.**



CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF QUEENS

INDEX NUMBER 39118/18

TD BANK USA, N.A.

PLAINTIFF,

FILE NO. F028164

-AGAINST-

JOSEPHINE C CAGIGAS

DEFENDANT(S).

### FORBEARANCE AGREEMENT AND STIPULATION OF SETTLEMENT

**THIS AGREEMENT** is made on March 19, 2019, between TD BANK USA, N.A. (the "Creditor") and Josephine C Cagigas (the "Consumer").

1. Consumer consents to the jurisdiction of this Court and admits to the service of the summons and complaint.
2. Consumer hereby waives any and all offsets, defenses and/or counterclaims.
3. Consumer agrees to pay to Creditor in full settlement of account number ending in 6720 (the "Account") the amount of \$944.76 pursuant to the repayment schedule set forth in this Agreement.
4. All payments shall be made payable to TD BANK USA, N.A. Consumer may forward payments to Selip & Stylianou, LLP, P.O. Box 9001, Woodbury, NY 11797-9001, or pay online at [www.seliplaw.com](http://www.seliplaw.com), or by calling (866) 848-8975. All payments are subject to collection.
5. In the event that the Consumer shall default in making any of the payments required hereunder, then Creditor shall mail written notice of the default to the Consumer's attorney. If the default remains uncured for ten (10) days from the mailing of the notice, then the entire amount claimed in the complaint, less a credit against same for any payments made hereunder, shall immediately be due and payable at the option of the Creditor and without further notice and demand. In such an event, Creditor may request that the court enter judgment for the amount requested in the complaint, less a credit for any payments made pursuant to this Agreement. The request for judgment may include principal, interest, applicable costs, and disbursements as permitted by law.
6. Once Creditor receives the full amount Consumer has agreed to pay pursuant to this Agreement, Creditor will provide to Consumer written confirmation that the Account is settled for less than the full balance due.
7. Pursuant to NY CPLR R. 2101(e), the parties authorize the court to file a copy, facsimile, or electronically-signed copy of this document in lieu of the original.

Mitchell Selip, P.C. ♦  
 Harry Stylianou, P.C. ♦ ♦  
 David A. Cohen, P.C. ♦  
 Mitchell G. Slamowitz, P.C. ♦

NJ Office  
 10 Forest Avenue, Suite 300  
 Paramus, NJ 07652

# **SELIP & STYLIANOU, LLP**

Attorneys at Law

199 Crossways Park Drive

P.O. Box 9001

Woodbury, NY 11797-9001

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 NYC DCA License No. 2045186

March 20, 2019

Consumer Law Group  
 7945 Cartilla Ave  
 Rancho Cucamonga, CA 91730

Alicia S. Bursky-Stillman ♦

Carol Van Houten ♦  
 Amelia Kunis ♦  
 Laura D. Yacht ♦  
 Davina Pagan ♦  
 Efsthios Georgiou ♦  
 Nicholas Reidy ♦  
 Latoya Duncan ♦  
 Joseph Matza ♦  
 Margaret Leszkiewicz ♦  
 Andrew Tealer ♦  
 Joseph Rinaldo ♦  
 Daniel H. Adler ♦

♦ Admitted NY ♦ Admitted NJ  
 ♦ Admitted PA



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**Repayment Schedule**

<b>PAYMENT NUMBER</b>	<b>PAYMENT DATE</b>	<b>PAYMENT AMOUNT</b>
1.	03/29/2019	\$600.76
2.	04/29/2019	\$68.80
3.	05/29/2019	\$68.80
4.	06/29/2019	\$68.80
5.	07/29/2019	\$68.80
6.	08/29/2019	\$68.80

8. Upon signing of this agreement, Consumer releases and discharges Creditor, its agents, and its attorneys, including Selip & Stylianou, LLP (the "Releasees"), from all claims of any kind, including violations under the Fair Debt Collection Practices Act and applicable state laws, that the Consumer may have with respect to the Account, including all claims that were asserted or could have been asserted in this action and any claims stemming from debt collection efforts of Releasees. Upon payment of all amounts due pursuant to this Agreement, the Creditor releases and discharges the Consumer from all claims of any kind, both known and unknown, that the Creditor may have with respect to the Account, including all claims that were asserted or could have been asserted in this action.

In witness whereof, the parties hereto have set forth their hands and seals on the date herein above written.

X

**Consumer Law Group**

Attorney for Consumer (Signature Above)

By: Mitchell Selip / David A. Cohen /

Mitchell G. Slamowitz, Esqs.

Selip & Stylianou, LLP

Attorneys for Creditor

File No. F028164

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X

**Consumer Law Group**

Attorney for Consumer (Signature Above)

By: Mitchell Selip / David A. Cohen /  
Mitchell G. Slomovitz, Esqs.  
Selip & Stylianou, LLP  
Attorneys for Creditor  
File No. F028164



**Selip & Stylianou, LLP**

199 Crossways Park Drive  
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(866) 848-8975  
Fax (516) 706-2524

**Automatic Direct Payment Authorization Form**

We are pleased to offer you a service to have your scheduled payments deducted automatically from your checking or savings account.

The AutoPay Payment Plan is dependable, flexible, convenient and easy. To take advantage of this service, complete this authorization form and return it to us.

**The AutoPay Plan will help you in several ways:**

- It saves time - fewer checks to write and mail.
- Helps pay your bills in a convenient and timely manner - even if you're on vacation or out of town.
- Your payment is always on time.
- It saves postage - many people spend close to \$100 a year on postage.
- It's easy to sign up for, easy to cancel.

**All you need to do is:**

1. Mark the box to indicate whether your payment will be deducted from your checking or savings account.
2. Fill in your name and your financial institution's name and location.
3. Fill in your account number and bank routing number.

**Here's how the AutoPay Plan Works:**

You authorize your regularly scheduled payments to be made from your checking or savings accounts. Then, just sit back and relax. Your payments will be made automatically on the dates they are due. If the scheduled due date is a non Selip & Stylianou, LLP business day, then we will deduct the payment on the first Selip & Stylianou, LLP business day after the scheduled due date. If your first payment was due prior to your signing this form, you authorize us to change the past-due payment date to the date we receive this form from you and to deduct the past-due payment on the received date. We will notify you at least 10 days before each Withdrawal Date to give you advance notice of such withdrawal.

**Please complete the information below and return this form to our office:**

**JOSEPHINE C CAGIGAS 4263 KETCHAM ST # 1 ELMHURST, NY 11373**

I authorize Selip & Stylianou, LLP to initiate electronic debit entries for the amounts due in accordance with my repayment agreement for payment of S&S File No. F028164 from my:

**Choose one:**    ☐ Checking account    ☐ Savings account

Financial Institution Name (Please Print) \_\_\_\_\_

Account Number at Financial Institution \_\_\_\_\_

Financial Institution Routing Number \_\_\_\_\_

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. The authority I give Selip & Stylianou, LLP to debit my account will remain in effect until (1) I either send written notice of revocation to Selip & Stylianou, LLP, Attn: Accounting Dept., P.O. Box 9001, Woodbury, NY 11797 or I call you at (866) 848-8975, Monday through Friday between the hours of 8:00am to 7:00pm, (2) I cancel the payment(s) via Selip & Stylianou's website, or (3) until the total balance due pursuant to the repayment agreement is paid in full. If I choose to revoke authorization or cancel a payment, I understand that Selip & Stylianou needs a minimum of 24 hours advance notice.

Sign Here: \_\_\_\_\_ Dated: \_\_\_\_\_

Print Name: \_\_\_\_\_

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