

FAX COVER SHEET

TO	
COMPANY	
FAX NUMBER	19492321052
FROM	LPS Dept. LPS Dept.
DATE	2019-04-04 07:44:37 MDT
RE	FAX - Stipulation50818221

COVER MESSAGE**FACSIMILE TRANSMISSION**

CONFIDENTIAL for intended recipient only.

Attn:**From:** Machol & Johannes, LLC**Date:** April 3, 2019**Fax Number:** 949/232-1052**Total No. of Pages (Including Cover):** 7**Re: Stipulation****Our File No:** 50818221**Comments:**

Pursuant to your request are the attached proposed documents for account 50818221.

If the Stipulation is acceptable, please sign the Stipulation, fill in the information under your signature and return the signed Stipulation to our office.

You may email or fax the signed Stipulation back to Krista Olson directly at (303) 223-3269 for prompt attention to this matter.

Should you have any questions, please call our office and speak with your account representative Krista Olson at 866/729-3328 ext 676. Thank you for your attention to this matter.

One time payments can be made through our website at www.mjfirm.com by clicking the "ONE-TIME PAYMENT" link.

CONFIDENTIALITY NOTICE

This facsimile transmission and any accompanying documents contain information belonging to the sender which may be confidential and legally privileged. This information is intended only for the use of the individual or entity to whom this facsimile transmission was sent as indicated above. If you are not the intended recipient, any use, disclosure, copying, distribution, or action taken in reliance of the contents of the information contained in this facsimile transmission is strictly prohibited. If you have received this transmission in error, please call us to arrange for the return of the documents to us at our expense. Thank You.

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

700 17th Street Suite 200
Denver, CO 80202-3502

MACHOL & JOHANNES^{LLC}
ATTORNEYS AT LAW

Main 303.830.0075 • Fax 866.857.7527
Toll Free 866.729.3328 • mjfirm.com

Jacques Machol, III* Randall Johannes**

*Licensed in CO †Licensed in WA *Licensed in OR

THOMAS COTHAM
C/O Philip Sellers, Esq.
7945 Cartilla Ave Ste A 115
Rancho Cucamonga, CA 91730

April 3, 2019

Re: Creditor: CAPITAL ONE BANK (USA), N.A.
Consumer(s): THOMAS COTHAM
DOUGLAS COUNTY COURT
Case No. 2019C30955
Original Account No.: xxxx-xxxx-xxxx-2286
Our File No.: 50818221

As you may know, this firm represents CAPITAL ONE BANK (USA), N.A.. We would like to resolve the above referenced matter. Enclosed is the original and a copy of a proposed stipulation providing for a potential settlement of this matter. If this stipulation is acceptable, please sign the stipulation and return the original to our office.

Please note that if the signed stipulation is not received in our office prior to the next scheduled court date (if applicable) pertaining to this matter, or within ten (10) days from the date of this letter, whichever is earlier, we reserve the right to take further collection or court action, which may be adverse to the Defendant(s) in this matter. For faster processing, you are welcome to fax back the signed stipulation to our office at (303) 223-3269 or toll free to (866) 857-7527.

We cannot provide you with tax advice. If you have any questions, we encourage you to consult a tax adviser of your choosing.

If you have any questions, please call our office at the number listed above. Thank you for your attention to this matter.

MACHOL & JOHANNES, LLC

Krista Olson
Legal Assistant to Joan Park, Attorney
ppasnja.frm

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

COUNTY COURT, DOUGLAS COUNTY, COLORADO Court Address: 4000 Justice Way #2009, Castle Rock, CO 80109 Phone Number: 720/437-6200 #2		
Plaintiff(s): CAPITAL ONE BANK (USA), N.A. Defendant(s): THOMAS COTHAM		
Attorney for Plaintiff Joan Park, Atty. Reg. #: 49001 MACHOL & JOHANNES, LLC 700 17th Street, Suite 200 Denver, CO 80202-3502 (303) 830-0075 Fax (303) 830-0047 MJ #50818221 Attorney for Defendant(s) Philip Sellers, Esq. Consumer Law Group Debt Relief 7945 Cartilla Ave Ste A 115 Rancho Cucamonga, CA 91730 909/581-7444		Case No. 2019C30955 Div.: Ctrm.:
STIPULATION FOR JUDGMENT UPON DEFAULT ONLY		

1. **Judgment upon Default.** The Defendant admits an indebtedness to Plaintiff for the principal amount of \$3,552.81, less payment of \$.00, for a total current amount owing of \$3,552.81.

2. **Payments.** The Defendant agrees to pay timely and as agreed, the **settlement sum of \$2,664.61** providing there is no default in payments. An initial payment of \$479.61 to be made on or before April 20, 2019, followed by monthly payments of \$95.00 due on or before the 20th day of each month thereafter until the agreed amount in this paragraph is settled or paid in full. Upon timely payment in full of the above stipulated amounts, Plaintiff's counsel shall dismiss the case with the Court.

3. **Default.** In the event of default of any payment, Plaintiff shall give notice of such default to the Defendant or Defendant's attorney, if represented in this matter, to the address above. Defendant shall have seven (7) days from the date notice is mailed, to cure the default. If the default is not cured, Plaintiff may request the Court to enter a judgment for the full amount claimed in Paragraph 1, and all Court costs, less payments. Defendant shall not be entitled to cure more than one default.

4. **Miscellaneous.** Payments required by this Stipulation shall be paid to Plaintiff at the office of the Plaintiff's Attorney, **MACHOL & JOHANNES, LLC** at the address listed above or online at www.mjfirm.com, each payment must show our file number 50818221 for proper credit.

(a) **Successors and Assigns.** This Stipulation shall be binding in all respects upon the successors and assigns of the parties; (b) **Governing Law.** This Stipulation shall be governed by the law of the State of Colorado; (c) **Severability.** In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this Stipulation, the remainder of this Stipulation shall be fully enforceable; (d) **Execution.** This Stipulation may be executed in counterparts and by facsimile or electronic signatures, all of which shall have full force and effect; and (e) **Integration.** This Stipulation constitutes the entire agreement of the parties and is a complete merger of all prior negotiations and agreements. This Stipulation shall not be modified except in writing signed by the parties or their authorized representatives, and (f) **Non Reliance.** Defendant(s) acknowledge that they have not sought, received or relied on Plaintiff, Plaintiff's counsel or any agent of Plaintiff for any legal or tax advice of any kind with respect to the effects of this Stipulation, or the compromise of any balance identified herein, if any.

We cannot provide you with tax advice. If you have any questions, we encourage you to consult a tax adviser of your choosing.

Dated: April 3, 2019

Attorney for Plaintiff
MACHOL & JOHANNES, LLC
MJ# 50818221
ppasnja.frm

Attorney for Defendant(s)

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Dated: April 3, 2019

Attorney for Plaintiff
MACHOL & JOHANNES, LLC
MJ# 50818221
ppasnja.frm

Attorney for Defendant(s)

Plaintiff/Creditor: CAPITAL ONE BANK (USA), N.A.

MJ# 50818221

P: 500

Consumer: THOMAS COTHAM

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL FROM CHECKING, SAVINGS, DEBIT CARD ACCOUNT

CHECK ONE:

<input type="checkbox"/> <input type="checkbox"/>	Checking Savings	Bank Name: _____ Routing Number: _____ Account Number: _____
<input type="checkbox"/>	Debit	Account Number: _____ Date of Expiration of Card: _____ 3 Digit Security Number: _____ (on back of card) Primary Card Holder's Name: _____

The Payment should be processed _____

1st Payment Date

20th

Continuing Payments on (example 1st, or 30th)

Amount to be Processed Monthly \$ _____

(if you increase your payments verbally or your payments increase pursuant to your written agreement, you will receive written notification)

I authorize **MACHOL & JOHANNES, LLC** to begin automatic withdrawals from my account listed above, pursuant to our signed payment agreement. I understand that if I don't maintain sufficient funds or credit availability in my account on the date of my choosing, the withdrawal may be returned due to insufficient funds. If you wish to revoke authorization, you may notify us orally or in writing at any time at least three business days before the scheduled date of the transfer at (866) 729-3328 Monday through Friday between the hours of 8:00 am and 5:00 pm MST.

X Sign: _____

Address: _____

Print Name: _____

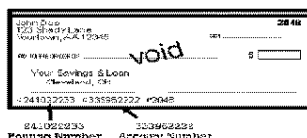
Date: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

How do I find (read) my account information from my check?



Companies use the Routing and Transit number, also called the R & T number and your account number to create an electronic check. The sample above shows you where to find this information.

Routing number - a nine digit number that identifies your bank or credit union. It will begin with 01 through 12 or 21 through 32. The sample above is 241022233.

Account number - your checking account number at your financial institution. If your account is at a credit union, it is a good idea to verify whether the account number on your check is the same number required for an electronic payment. Credit unions often use a different account number structure than banks. The sample account number here is 333962222. Yours may include spaces or dashes.

Be sure not to include the check number, also printed on the bottom of the check, as part of your account number. In the sample above the check number is 2048.

How do I find the 3 digit Security Number on the back of my card? Look for the CSC number as shown above.



Plaintiff/Creditor: CAPITAL ONE BANK (USA), N.A.

MJ# 50818221

P: 500

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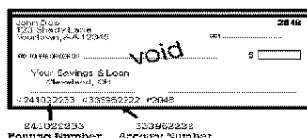
Date: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

How do I find (read) my account information from my check?



The CSC is 667.

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