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03/16/96/HS39/EF# 85-43776/BN#079/CID#CG4120101832465

IN THE COUNTY COURT IN THE 6TH JUDICIAL

CIRCUIT IN AND FOR PASCO COUNTY, FLORIDA

MONOGRAM CREDIT CARD BANK OF GEORGIA

JED PITTMAN, PASCO COUNTY CLERK
06/11/96 03:52pm 1 of 4
OR BK 3585 PG 207

Plaintiff,

vs.

CASE NUMBER

SP-96-0394
Division R

CHARLES J. CARRINO AND PATRICIA A. CARRINO

Defendant(s).

FINAL ORDER OF DISMISSAL WITH PREJUDICE AND RESERVING JURISDICTION TO
ENFORCE WRITTEN STIPULATION FOR SETTLEMENT

THIS CAUSE, coming on to be heard, Ex Parte, before me, upon the
Stipulation for Settlement entered into by and between the parties in
the above cause and the Court having examined the Stipulation for
Settlement and attachments thereto and being fully advised in the
premises, it is hereby, ORDERED AND ADJUDGED:

1. That the Written Stipulation for Settlement entered into by and
between the parties hereto is hereby approved, ratified and confirmed
in all particulars, and incorporated herein by reference as if fully
set out herein.
2. That the above cause is hereby dismissed with prejudice subject to
the reservation of jurisdiction noted hereinafter.
3. That this Court reserves jurisdiction to enforce the terms of the
above written stipulation for settlement including but not limited to
the entry of a Final Judgment against the Defendant(s) for failure to
abide by the terms of the stipulation for

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settlement as stated heretofore, without notice (as noted in the stipulation for settlement). Broadband Engineering, Inc., v. Quality RF Service Inc., 450 So.2d 600, (Fla. 4th D.C.A., 1984) and Buckley Towers Condominium, Inc. v. Buckwald, 321 So.2d 628, (Fla. 3rd D.C.A., 1975).

DONE AND ORDERED, in Chambers, at Dade City
PASCO County, Florida, this 31 day of May, 19 96.

[Signature]
COUNTY COURT JUDGE

A Copy of the foregoing order was mailed to each of the named parties below by First Class U.S. Mail on the date of entry by (Please Place an "X" in the box that applies);



Judges Legal Assistant



Clerk of the Court

Conformed Copies to: Plaintiff

Law Offices of Stanley B. Erskine & Andrew D. Fleisher
Attorney for Plaintiff
55 Weston Road, Suite 300
Fort Lauderdale, Florida 33326 (954) 384-1490

Defendant---CHARLES J. CARRINO AND PATRICIA A. CARRINO
4523 FOX RIDGE BLVD. ZEPHYRHILLS, FL 33543

03/16/96/HS39/EF# 85-43776/BN#079/CID#CG4120101832465

IN THE COUNTY COURT IN THE 6TH JUDICIAL
CIRCUIT IN AND FOR PASCO COUNTY, FLORIDA

MONOGRAM CREDIT CARD BANK OF GEORGIA,

Plaintiff, vs. CASE NUMBER: SP 96-0394

CHARLES J. CARRINO AND PATRICIA A. CARRINO

Defendant (s).

Defendant(s) Address

4523 FOX RIDGE BLVD.
ZEPHYRHILLS, FL

FLORIDA BAR ID NO. 264547

STIPULATION FOR SETTLEMENT

TO:

CHARLES J. AND PATRICIA A. CARRINO
4523 FOX RIDGE BLVD.
ZEPHYRHILLS, FL 33543

COMES NOW, The Plaintiff, MONOGRAM CREDIT CARD BANK OF GEORGIA (hereinafter referred to as the Plaintiff) by and through (its) (her) (his) undersigned Counsel and the Defendant(s), CHARLES J. CARRINO AND PATRICIA A. CARRINO, [hereinafter referred as the Defendant(s) and/or you] and hereby agree to the following stipulation for settlement, as requested by the as follows:

1. The Defendant(s) acknowledges the debt due the Plaintiff as follows, \$ 2413.90 for principal, interest (pre-judgment interest at the contract rate between the parties), in the amount of \$ -0-, (interest may be calculated and inserted after return to Plaintiff's Counsel to insure the proper amount), Court Costs in the amount of \$ 106.50, and Attorney's Fees in the amount of \$ 240.00, plus interest thereon at the rate of 10 % per annum from May 20, 1996 until the debt is fully satisfied, on the total sum until paid in full.

2. The Defendant(s) agrees to pay the foregoing in installments of \$ 80.00 per month with the first payment due on the 26th day

of May, 1996, and continuing each month thereafter on the same due date until the foregoing is paid in full.

3. All payments shall be forwarded by the Defendant(s) to the Plaintiff's Attorney the Law Firm of Erskine & Fleisher, Suite 300, 55 Weston Road, Fort Lauderdale, Florida 33326, and shall make all payments payable to Erskine & Fleisher Trust Account.

4. That upon payment of all sums as stated above, the above captioned account shall be considered paid in full.

5. It is understood and agreed to by and between the Defendant(s), and the Plaintiff that the above cause of action shall not be dismissed for lack of prosecution during the period of time that it shall take the Defendant(s) to liquidate the sum due and owing the Plaintiff as set forth hereinabove. If in the event that the Defendant(s) defaults under the terms of this agreement, the Plaintiff shall have the right, to seek a final judgment against the Defendant(s), without notice to the Court, which will include all outstanding costs, attorneys fees, principal, and interest less any funds paid by the Defendant(s). The Defendant(s) may pre-pay the debt in full at any time without penalty (which shall include all outstanding costs, principal, fees and interest, less any payments paid). Upon payment in full of the above debt, the Plaintiff shall dismiss the above case with prejudice.

6. Upon signing this agreement the Plaintiff's Counsel shall submit this agreement to the Court for ratification and forward a signed copy to the Defendant(s).

WHEREFORE, all premises considered the parties respectfully move this Honorable Court for the entry of an Order approving, ratifying and confirming this Stipulation for Settlement as herein above stated.

Date: 5/2/96

*

Charles J. Carrino & Patricia A. Carrino
CHARLES J. CARRINO AND PATRICIA A. CARRINO
4523 FOX RIDGE BLVD.
ZEPHYRHILLS, FL 33543

Date: 5/2/96

Stanley B. Erskine
STANLEY B. ERSKINE, Esquire
Law Offices of
Erskine & Fleisher
Attorney for Plaintiff
Suite 300,
55 Weston Road
Fort Lauderdale, Florida 33326
(954) 384-1490
(Original to be submitted to the Court)

* Starting Feb 20, 1997, I will make payments of \$110.00 per month until account is paid in full.