

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 12-81027-CIV-MARRA

UNITED STATES OF AMERICA,

Plaintiff

vs.

LONNIELL OLDS

Defendant,

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**SETTLEMENT AGREEMENT AND STIPULATION FOR DISMISSAL**

THIS SETTLEMENT AGREEMENT is made this 18<sup>th</sup> day of October, 2012, by and between the plaintiff, the United States of America (the "United States"), on behalf of the Department of Education, an agency of the United States and the defendant, LONNIELL OLDS, ("Defendant")

1. The undersigned parties have agreed to a settlement of the instant cause upon the terms and conditions set forth below.

2. The Defendant is indebted to the Plaintiff in the sum of \$14,853.47 (consisting of a principal sum of \$8,930.20, interest in the amount of \$5,388.27 through October 18, 2012, attorney fees in the amount of \$500.00 and service fee in the amount of \$35.00 together with interest at the rate of 3.00% per annum on the unpaid principal from October 18, 2012 until the debt is satisfied.

3. The parties hereby stipulate and agree that defendant will make a total payment of \$12,000.00 (twelve thousand dollars) on or before December 1, 2012 as settlement in full provided that total payment is made timely and funds clear.

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Funds must be payable to the Department of Justice and mailed to the U.S. Department of Justice, Central Intake Facility, P. O. Box 790363, St. Louis, MO 63179-0363. CDCS# 2011A85790 must be written in the lower left corner of the Defendant's payment.

4. If Defendant defaults, the United States may apply to the Court for the entry of judgment for the full amount of the indebtedness as set forth in paragraph two (2) herein, plus interest at the rate of 3.00% per annum on the unpaid principal to date of judgment less any payments made by the Defendant.

6. It is hereby agreed that receipt of the total sum referenced in paragraph three (3) above, settles and satisfies all claims by plaintiff, the United States, against the defendant set forth in the complaint but does not affect any other claims the United States may have against Defendant.

7. The parties request that this Court dismiss this action without prejudice. The parties further request that this Court retain jurisdiction of this case to enforce the terms of this Settlement Agreement and/or to enter judgment in the event that the Defendant defaults on this Agreement.

8. This settlement agreement shall be governed by and construed in accordance with the laws of the United States of America.

9. This Settlement Agreement embodies the entire understanding of the parties hereto, and supersedes all prior negotiations, understandings and agreements between them with respect to the subject matter hereof. The provisions of this Settlement Agreement may be waived, supplemented

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or amended only by an instrument in writing signed by the parties.

10. If Defendant defaults, the Defendant shall keep the United States currently informed in writing of any material change in his or her financial situation or ability to pay, and of any change in his or her employment, place of residence or telephone number. Defendant shall provide such information to Newman & Marquez, P.A., 1533 Sunset Drive #225 Coral Gables, FL 33143-5700.

Respectfully submitted,

Newman & Marquez, P.A.

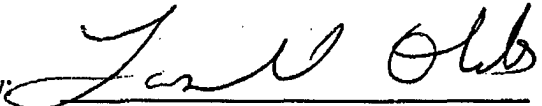
Date: October 26, 2012

By:

  
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Jennifer Margolis Marquez  
Attorney for Plaintiff  
Florida Bar Number 0770701  
1533 Sunset Drive, Suite 225  
Coral Gables, Florida 33143  
Tel.305-665-9633  
Facsimile 305-666-9714  
Email:jenmargolis@bellsouth.net

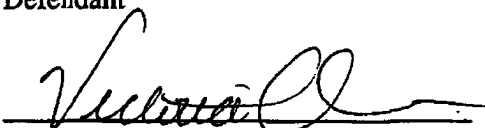
Date: 10/25/12

By:

  
\_\_\_\_\_  
Lonniell Olds  
Defendant

Date: 10/25/12

By:

  
\_\_\_\_\_  
Victoria Olds, Esquire.  
Attorney for Defendant  
312-11th St.  
West Palm Beach, FL 33401  
Tel.561-832-6814