

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 12-CV-21617-JLK

UNITED STATES OF AMERICA,

Plaintiff

vs.

MARK RAMSEY

Defendant,

SETTLEMENT AGREEMENT AND STIPULATION FOR DISMISSAL

THIS SETTLEMENT AGREEMENT is made this 10th day of July, 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, MARK RAMSEY, ("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 **\$29,732.48** (consisting of a principal sum of \$12,570.25, interest in the amount of \$16,617.23 through July 10, 2012, attorney fees in the amount of \$500.00 and service fee in the amount of \$45.00) plus interest at the rate of 8% per annum on the unpaid principal of \$4,004.48 and 3.42% per annum on the unpaid principal of \$8,565.77 from July 10, 2012 until the debt is satisfied.

3. The parties hereby stipulate and agree that defendant will make a total payment of \$20,872.17 (twenty thousand eight hundred seventy-two dollars and seventeen cents) on or before October 1, 2012 as settlement in full provided total payment is received 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# 2011A12539 must be written in the lower left corner of the Defendant's payment.

4. If Defendant fails to pay the amount set forth in paragraph three (3) within 10 days of the due date, he shall be in default under this agreement.

5. 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 8% per annum on the unpaid principal of \$4,004.48 and 3.42% per annum on the unpaid principal of \$8,565.77 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.

By: 

Jennifer Margolis Marquez
Attorney for Plaintiff
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1533 Sunset Drive, Suite 225
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Email: jenmargolis@bellsouth.net

Date: July 11, 2012

Date: 11 JULY 2012

By: 

Mark Ramsey
Defendant
1581 BRICKELL AVE, APT 2208
MIAMI, FL 33129