

1 Carl Consumer, In Pro Per
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3 San Jose, CA 95148-
(408) 444-5555

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5 IN THE SUPERIOR COURT STATE OF CALIFORNIA
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7 IN AND FOR THE COUNTY OF SANTA CLARA
(Limited Civil)

9 BARCLAYS BANK DELAWARE,
10 Plaintiff,
11 v.
12 VINH VO,
13 Defendant.

) CASE NO.: 18cv345678
)
) **STIPULATION FOR ENTRY OF**
) **JUDGMENT**

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17 Plaintiff Barclays Bank Delaware ('Barclays') and Defendant stipulate and resolve this
18 matter as follows:

- 19 1. Plaintiff shall have judgment against Defendant in the amount of \$2,005.64
20 principal, and \$294.50 in costs for a total judgment in the amount of \$2,300.14.
21 2. Interest shall accrue on the judgment sum at the legal rate of 10 percent per
22 annum.

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1 3. Judgment shall not be entered in favor of Plaintiff and against Defendant so long
2 as Defendant pays the compromised amount of \$2,000.00 in monthly installments of \$50.00
3 commencing on July 1, 2018 and continuing on the 1st day of each consecutive month thereafter
4 until the entire compromised amount of \$2000.00 is paid in full. No interest shall accrue on the
5 compromised amount of \$2,000.00 and the entire \$2,000.00 or any balance owing after credit for
6 payments made may be pre-paid at anytime without penalty.

7 4. All payments shall be made payable to “Barclays Bank” and shall be remitted to:
8 Jason W. Tang, Esq.
9 SUTTELL & HAMMER
 P.O. Box C-90006
 Bellevue, WA 998009

10 5. Except as provided in paragraph 7 below, there shall be no grace period within
11 which to make the payments as specified above.

12 6. Should Defendant make the payments as required in paragraph 3 above, Plaintiff
13 shall cause to be filed with the court a Request for Dismissal of the entire action, with prejudice

14 7. Should Defendant fail to make the payments as required in paragraph 3 above,
15 Plaintiff shall send notice of default by regular first class United States postal mail to Defendant at
16 the address listed above. If after 15 days from the date of mailing of the notice of default,
17 Defendant fails to pay the amount past due, then Plaintiff, without any further notice to Defendant,
18 may apply for entry of judgment for the judgment balance due as set forth in paragraph 1
19 hereinabove after credit for payments received. The clerk is authorized immediately upon filing of
20 this stipulation and the declaration of default to enter judgment in favor of Plaintiff and against
21 Defendant in the full amount of the balance due as described in the declaration, plus interest at the
22 rate of 10 percent per annum from the date of default.

23 8. The undersigned parties hereby warrant that they are authorized on behalf of
24 Plaintiff and/or Defendant to enter into this stipulation for entry of judgment.

25 9. Time is of the essence with respect to this stipulation.

26 10. The obligations of this stipulation shall be binding on the Defendant and his
27 respective successors and assigns.
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SO STIPULATED

Dated: _____

By: _____
CARL CONSUMER
Defendant

Dated: _____

By: _____
BARCLAYS BANK
Plaintiff