

IN THE COUNTY COURT IN AND FOR FLAGLER COUNTY, FLORIDA

CASE NO.: 2025 SC 000468

LVNV FUNDING LLC,

Plaintiff,

vs.

RAMON MARRERO,

Defendant(s).

MOTION TO ADOPT SETTLEMENT STIPULATION

COMES NOW the Plaintiff by and through its undersigned counsel and requests this Honorable Court adopt the Stipulation Agreement between the parties and in support thereof states as follows:

1. Plaintiff and Defendant(s) have mutually agreed upon a payment arrangement of the above-referenced matter. The originally executed Stipulation Agreement is attached hereto and incorporated herein as Composite Exhibit "A".
2. The parties are hereby requesting this Honorable Court to adopt the aforementioned Stipulation Agreement and reserve the right to enforce the terms therein.

WHEREFORE, Plaintiff and Defendant(s) respectfully requests this Honorable Court to enter an Order adopting the Stipulation Agreement between the parties and any other further relief as this Honorable Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via regular U.S. Mail to Defendant, RAMON MARRERO, at 54 Rickenbacker Dr, Palm Coast, FL 32164-6532.

I certify that conferral prior to filing is not required under rule 1.202.

Dated: 5/22/25, 20

Respectfully submitted,

/s/ Faith Gold - FBN 1054576

ANDREU, PALMA, LAVIN & SOLIS, PLLC
815 NW 57th Avenue, Suite 401
Miami, FL 33126
Tel: (877) 229-5972
Fax: (800) 391-2178
Document service e-mail:
eservice@andreupalma.com
2574001743

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Exhibit A

LVNV FUNDING LLC,

Plaintiff,

vs.

RAMON MARRERO,

Defendant.

STIPULATED AGREEMENT

Come now the parties and stipulate and agrees as follows:

- 1) Plaintiff shall recover from Defendant(s) the sum of \$2,300.00.
- 2) Defendant(s) acknowledges, agrees and accepts, via execution of this Stipulation, that the above amount may be comprised solely for the purpose of resolution between the parties.
- 3) Defendant(s), agrees to pay and Plaintiff agrees to accept the settlement amount of \$2,300.00 pursuant to the payment plan attached as **Exhibit A**.
- 4) All payments are due as outlined in **Exhibit A** and should be made payable to Andreu, Palma, Lavin & Solis Trust Account, 815 NW 57th Avenue, Suite 401, Miami, FL 33126. Acceptable payment methods are Certified Funds (Certified Check, Cashier's Check, or Money Order), ACH (Check by Phone or Online at www.payandreupalma.com), Cash, and Check. In the event that a due date falls on a weekend or holiday, payment shall be due on the weekday immediately following the payment due date. **Please reference file number: 2574001743.**
- 5) An advanced payment or payment larger than the payment due on any given due date does not relieve the Defendant(s) from the obligation to make the next payment due as per the schedule attached as **Exhibit A**.

- 6) That in the event of default, Plaintiff shall be entitled to a Final Judgment upon filing of notice of default and without notice to Defendant(s) for the principal sum of \$2,941.44, plus court costs in the amount of \$380.70. The Defendant(s) shall be given credit for all payments made prior to the date of default. Plaintiff may also petition the Court for the award of court costs incurred that were not included above.
- 7) Defendant will keep Plaintiff promptly updated of any change in residence or telephone number.
- 8) The lawsuit in this matter may be either dismissed or stayed pending compliance of Defendant with this agreement.
- 9) Waiver of personal service: I, RAMON MARRERO, hereby waive personal service, if I have not already been served with the lawsuit filed against me in the above-referenced matter and if I have not already filed an answer, I hereby designate this stipulation as my answer to the complaint.
- 10) Upon full compliance by Defendant, Plaintiff shall promptly file, with the Court a Voluntary Dismissal with Prejudice, providing a copy of same to Defendant with each party bearing their own attorney's fees and costs.
- 11) Acceptance, by undersigned counsel or Plaintiff, of a late or partial payment does not constitute a novation, waiver, or accord and satisfaction of any of the rights or duties outlined in this stipulation.
- 12) Any modification of this stipulation must be done in writing and signed by both parties.
- 13) Defendant hereby fully releases and forever discharges and covenants not to sue Plaintiff, and its agents, and holds them harmless from any and all claims, demands, or causes of action which Defendant has against it, arising out of the account(s) at issue in this lawsuit, or collection efforts thereon. This release includes but is not limited to claims for damages of any and all types, including but not limited to compensatory damages, emotional distress, statutory damages, punitive damages, costs, interest, attorneys' fees, and any other damages, whether known or unknown, anticipated, foreseen or unforeseen.
- 14) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

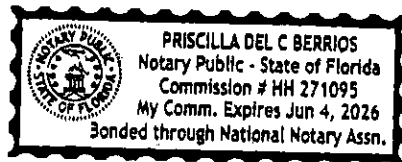
15) This agreement has legal terms and has implications. You have the right to have an attorney review it for you. If you sign this agreement you are voluntarily agreeing to its terms and will be bound by it.

5/22/25

Ramon L. Marrero Date: 5/9/25 /s/ Faith Gold - FBN 1054576
Defendant
RAMON MARRERO
54 Rickenbacker Dr
Palm Coast FL 32164-6532
ANDREU, PALMA, LAVIN & SOLIS, PLLC
815 NW 57th Avenue, Suite 401
Miami, FL 33126
eservice@andreupalma.com
2574001743

Signed before me by RAMON L Marrero
who presented a driver's Lic as ID.

Priscilla del C Berrios May 9, 2025
Priscilla del C Berrios



THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT A

This is your payment schedule for file number **2574001743**.

We strongly encourage setting up automatic payments in order to avoid potential default.

→ Feel free to contact our office for help or questions at (877) 631-0174 or (877) 229-5972.

→ You can make payments online by going to www.payandreupalma.com

YOU WILL NEED YOUR FILE NUMBER TO MAKE PAYMENT: 2574001743

→ You can email us any time at HELP@andreupalma.com

ADDRESS: ANDREU & PALMA - 815 NW 57th Avenue, Suite 401, Miami, FL 33126

Payment Number	Amount	Due Date
1	\$95.84	05/20/2025
2	\$95.84	06/20/2025
3	\$95.84	07/20/2025
4	\$95.84	08/20/2025
5	\$95.84	09/20/2025
6	\$95.84	10/20/2025
7	\$95.84	11/20/2025
8	\$95.84	12/20/2025
9	\$95.84	01/20/2026
10	\$95.84	02/20/2026
11	\$95.84	03/20/2026
12	\$95.84	04/20/2026
13	\$95.84	05/20/2026
14	\$95.84	06/20/2026
15	\$95.84	07/20/2026
16	\$95.84	08/20/2026
17	\$95.84	09/20/2026
18	\$95.84	10/20/2026
19	\$95.84	11/20/2026
20	\$95.84	12/20/2026
21	\$95.84	01/20/2027
22	\$95.84	02/20/2027
23	\$95.84	03/20/2027
24	\$95.68	04/20/2027

Number of payments: 24

Total Amount: \$2,300.00