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<p>AMERICAN EXPRESS NATIONAL BANK,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">-against-</p> <p>YIFENG ZHANG</p> <p style="text-align: center;">Defendant(s)</p>	<p>IN THE CIRCUIT COURT 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA</p> <p>CASE NO.: 50-2023-CA-015964-XXXXA- MB DIVISION:</p> <p>STIPULATION OF SETTLEMENT</p>
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AMERICAN EXPRESS NATIONAL BANK¹ ("Plaintiff") a national bank under the laws of the United States, ("American Express" hereinafter), with its headquarters located at 115 W. Towne Ridge Parkway, Sandy, UT 84070.

IT IS HEREBY STIPULATED AND AGREED, by and between the Attorney(s) for Plaintiff(s) and Defendant(s) and/or the Attorney(s) for the Defendant(s) that this matter has been discussed and a settlement has been agreed to upon the following terms:

¹ On April 1, 2018 American Express Centurion Bank changed its name to American Express National Bank and American Express Bank FSB, merged with American Express National Bank with American Express National Bank as the surviving entity after the merger. See, <https://www.occ.treas.gov/topics/licensing/interpretations-and-actions/2018/interpretations-and-actions-jan-2018.html>. See also, 12 U.S.C. § 35; 12 CFR 5.24 and 12 U.S.C. § 1828 et seq.

1. Defendant(s) acknowledges service and receipt of the Summons and Complaint. Defendant(s) hereby withdraws any answer, counterclaim or third party complaint and waives any and all offsets, defenses, and claims against Plaintiff(s) and its/their attorney(s).

2. Defendant(s) agrees to pay Plaintiff the settlement sum of \$55,233.12 on account number xxxx-xxxxxx-x1003. A one-time payment of \$55,233.12 is to be made by January 22, 2024.

3. Upon full payment of all payments required under this agreement, Plaintiff(s) shall send, as appropriate, a stipulation of dismissal or warrant to satisfy judgment to the Defendant(s) and to the Court within 30 days. However, if Defendant(s) fails to make any payment required under this agreement, Plaintiff(s) also referred to as American Express shall provide Yifeng Zhang with written notice of the default and an opportunity to cure via regular mail and certified mail, return receipt requested. If the event of Default is not cured within ten (10) days from the date of mailing said notice certified mail, return receipt requested, then upon certification of counsel and without notice to the Defendant(s), Plaintiff(s) will be entitled to Judgment in the amount of \$55,233.12 as per the Complaint, less any payments made or referenced hereunder, plus costs. Further, Yifeng Zhang will only be entitled to a maximum of one (1) notice of default and opportunity to cure during the lifetime of this Agreement.

4. All payments are to be sent to American Express P.O. Box 278, Ramsey, New Jersey 07446, by check payable to American Express referencing Account Number xxxx-xxxxxx-x1003, (the "Account").

5. This agreement resolves all claims each signatory party hereto may have against the other with respect to the Account which is the basis of this action.

6. Except for the terms and conditions contained herein Defendant(s) acknowledges and represents that he possesses no claims, demands, defenses, counterclaims, or causes of action whatsoever against American Express, its officers, directors, employees, agents, attorneys, heirs and assigns, pertaining to Account No. xxxx-xxxxxx-x1003, which are not being resolved pursuant to this Agreement. Defendant(s) forever waives File No. 6225269

and relinquishes any and all such claims, whether known or unknown, and further covenants and agrees that he shall not institute any suit, proceeding or action at law, equity, arbitration, or otherwise against American Express, or in any way aid in the institution or prosecution of any claim, demand, or cause of action against American Express arising directly or indirectly out of or in connection with Account No. xxxx-xxxxxx-x1003..

7. Except for the terms and conditions contained herein American Express acknowledges and represents that it possesses no claims, demands, or causes of action whatsoever against Defendant(s) pertaining to Account No. xxxx-xxxxxx-x1003, which are not being resolved pursuant to this agreement. Plaintiff(s) forever waives and relinquishes any and all such claims, whether known or unknown, and further covenants and agrees that it shall not institute any suit, proceeding or action at law, equity, arbitration, or otherwise against Defendant (s), or in any way aid in the institution or prosecution of any claim, demand, or cause of action against Defendant (s) arising directly or indirectly out of or in connection with Account No. xxxx-xxxxxx-x1003.

This stipulation is in settlement of this action and only against the Defendant(s) signing this stipulation.

Plaintiff(s) and Defendant(s) have read and agree to the terms set forth above.

DATED: January 11, 2024

Plaintiff: American Express

Defendant(s):

Lisa DiSalle

Lisa DiSalle, Esq.
 Joshua James Knurr, Esq.
Staff Attorneys for the Plaintiff
American Express National Bank¹
American Express Legal
2-877-305-0433

Yifeng Zhang

YIFENG ZHANG
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Wellington, FL 33414

**PLEASE SEND ALL CORRESPONDENCE TO
AMERICAN EXPRESS LEGAL
P.O. BOX 278
RAMSEY, NEW JERSEY 07446**