

Re: Name of Debtor CCU Account Number

## **SETTLEMENT AGREEMENT**

NOW COM	E the	Parties to	the abov	e-entitled acti	on, the	Creditor, S	tate of	Rhoc	le Island
Department	of	Revenue	Central	Collections	Unit	("CCU"),	and	the	Debtor,
	, of			Street	, City/Te			1	,
State	?	Zip Code	<u>e</u> , and	hereby stipula	ate and	agree that th	is matt	er, a c	ollection
action for mo	ney o	wed by the	Debtor to	the State of R	hode Isl	and, shall be	resolv	ed thro	ough this
Settlement Ag	greem	ent. The Pa	rties to thi	s Settlement A	greeme	nt agree to th	e follo	wing t	erms and
conditions.									
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- The <u>(Name of State Agency)</u> issued a Final Administrative Order against the Debtor, <u>Name of Debtor</u> on \_\_\_\_\_, 20XX in the amount of \_\_\_\_\_\_ and XX/100 Dollars (\$,\$\$\$.\$\$), referred to herein as the Settlement Amount.
- 2. In order to resolve this debt collection case and to save the Parties the time and expense of litigation, the Debtor, <u>Name of Debtor</u>, agrees to pay to the CCU the sum certain amount of \_\_\_\_\_\_ and XX/100 Dollars (\$,\$\$\$.\$\$) in <u>weekly/monthly</u> installments of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_), commencing on \_\_\_\_\_\_, 20XX, and on the \_\_\_\_\_\_ day of each month

thereafter until the total amount of the debt is paid in full.

- In exchange for Debtor's compliance with the installment payment plan described in Paragraph 2, the CCU agrees to suspend all interest as of \_\_\_\_\_\_, 20XX.
- 4. Time is of the essence with respect to the Debtor's compliance with the terms and conditions of the installment payment plan as set forth in this Settlement Agreement.
- 5. The term "payment", for the purposes of this Settlement Agreement, shall mean the delivery of a check or money order, or payment by credit card, at the State of Rhode Island Department of Revenue Central Collections Unit, One Capitol Hill, 1<sup>st</sup> floor, Providence, Rhode Island, or payment through the CCU's website payment option.
- 6. This Settlement Agreement shall become effective upon execution by the Debtor and is binding upon the Debtor, his, her or its agents, heirs, successors, assigns, and all persons or entities acting through or for the Debtor.
- 7. The terms and conditions of this Settlement Agreement shall be binding upon the Parties and shall be considered a contract between the Parties, enforceable pursuant to the laws of the State of Rhode Island.
- 8. The Debtor's failure to comply with the terms and conditions of the installment payment plan set forth in this Settlement Agreement shall constitute a default by the Debtor and interest shall be reinstated at the statutory rates and the CCU may proceed to file a Complaint in a Court of competent jurisdiction to enforce the terms and conditions of this Settlement Agreement.
- 9. The Debtor, at his, her or its discretion, may prepay all or a portion of the Settlement Amount prior to the installment due dates, without incurring a prepayment penalty, as

reflected in the payment schedule as set forth in Paragraph 2 of this Settlement

Agreement.

## CREDITOR STATE OF RHODE ISLAND DEPARTMENT OF REVENUE CENTRAL COLLECTIONS UNIT

**DEBTOR** (Name of Debtor)

## By Creditor's Attorney

By Debtor

Debtor's Name

*s/ Edmund F. Murray, Jr.* Edmund F. Murray, Jr. (#3096) Central Collections Unit Senior Legal Counsel One Capitol Hill, 1<sup>st</sup> Floor Providence, RI 02908 (401) 574-9906 Edmund.murray@revenue.ri.gov

Edmund.murray@revenue.ri.gov On this \_\_\_\_\_ day of \_\_\_\_\_\_, 20XX, before me, the undersigned notary public, personally appeared \_\_\_\_\_(<u>Name of Debtor</u>)\_\_\_\_\_, proved to the notary through satisfactory evidence of identification to be the person who executed the preceding document in mu presence, and who aware or affirmed to the notary that the he has executed this Sattlement

my presence, and who swore or affirmed to the notary that the he has executed this Settlement Agreement as his, her or its free act and deed.

Notary Public Notary Identification No. \_\_\_\_\_ My Commission expires: \_\_\_\_\_

## **CERTIFICATION**

I hereby certify that on\_\_\_\_\_\_, 20XX, I caused the within **SETTLEMENT AGREEMENT** to be sent by regular and certified mail, return receipt requested, to the *pro se* Debtor, \_\_\_\_\_\_ (Name)\_\_\_\_\_ at Address of Debtor)\_\_\_\_\_.