



10750 McDermott Freeway
San Antonio, Texas 78288-0544

[Redacted]

February 12, 2020

C/O NATIONAL DEBT RELIEF
11 BROADWAY STE 1600
NEW YORK, NY 10004

Reference: Settlement Agreement for USAA Credit Card Account

Dear [Redacted]

Based on your recent conversation, we've agreed to settle the USAA credit card account below. Please take a few minutes to review the Terms and Conditions of Your Credit Card Settlement agreement we've enclosed.

Account ending in: 3709
Current outstanding balance: \$15,937.07

Thank you for agreeing to settle this matter. We know that these are challenging economic times for everyone, and we want you to know we're here to help. If you have questions, please call us at 800-531-1357. We're available Monday through Thursday from 7 a.m. to 7 p.m. and Friday and Saturday from 7 a.m. to 1 p.m., CT.

Sincerely,

Martin J. Wiggins
Executive Director, Member Debt Solutions
USAA Federal Savings Bank

The IRS requires financial institutions file form 1099-C (Cancellation of Debt) to report the discharge of indebtedness of \$600 or more. Your copy of the form 1099-C will be mailed to you by Jan. 31 of the year following the year the debt was forgiven.

This is an attempt to collect a consumer debt. Any information obtained may be used for that purpose.

Credit cards are issued by USAA Savings Bank and are serviced by USAA Federal Savings Bank.





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Terms and Conditions of Your Credit Card Settlement

The following confirms USAA Savings Bank's (hereafter referred to as "USAA") offer to settle the outstanding balance on your USAA credit card account ending in 3709 (the "Account") as described below. **By accepting this offer, you are entering into a settlement agreement (the "Settlement Agreement") with USAA under the terms and conditions set forth below. You may accept this offer by making first required payment by the Payment Due Date shown below. If you do not accept by the first Payment Due Date, then this offer shall end immediately.**

You must pay USAA by the "Settlement Amount Due Date". **You must include your member number and the first four digits and last four digits of your account number with all payments. Failure to include this required information may result in the termination of this Settlement Agreement.**

1. Settlement Amount and Required Payments

You must pay USAA a total of \$6,375.00 as follows:

- \$2,125.00 by the Payment Due Date of February 25, 2020
- \$2,125.00 by the Payment Due Date of March 26, 2020
- \$2,125.00 by the Payment Due Date of April 25, 2020

Each payment must be made by its Payment Due Date shown above, and cannot be returned unpaid for any reason. If a payment is late or is returned, you must within three (3) business days either (A) provide USAA with immediately available funds (by means of a wire transfer, certified check, or bank official check) or (B) call USAA and obtain our permission for an alternative. If you fail to do either, USAA may, at its option, terminate this settlement agreement at any time. You hereby waive any right to cure or advance notice of the termination of this Settlement Agreement.

2. Mutual Releases

By accepting the settlement offer, you release USAA and its affiliates and agents from any and all claims, rights, and/or causes of action you have or may have related to the Account, including but not limited to any communications, disclosures, credit reporting, collection activities, or violations of laws. Upon USAA's timely receipt of the full Settlement Amount required by Paragraph 1, USAA will recognize the completed settlement as payment in full for less than the full balance owed.

3. Indemnity and Hold Harmless

You acknowledge and agree that USAA is not responsible for any fees, taxes, filings, documentation or other actions that may be required, and you fully indemnify and hold harmless USAA, its affiliates, officers, directors, employees, agents and assigns with respect to any harm suffered by such parties relating thereto.

4. Suspension of Collection Efforts

As long as the Required Payments under Paragraph 1 are made on time, USAA shall suspend collection efforts related to this account.

5. Notification of Settlement to Credit Bureaus

Within 30 days of USAA's receipt of the full Settlement Amount required by Paragraph 1, USAA will notify the three major credit reporting agencies or credit bureaus to update their records to reflect the Account is settled. However, your payment history will not be updated and will remain on their records.

6. IRS Notice

If we are told that you paid debt in excess of \$600,000, the Internal Revenue Service requires that we file a Form 1099-C (Cancellation of Debt) to report the discharge of your indebtedness to us. Any such discharge may increase your taxable income. If applicable, we will mail you a copy of any 1099-C filed with respect to your indebtedness by Jan. 31 of the year after the debt is discharged. You should seek tax advice with respect to any impact the issuance of a 1099-C may have on your tax obligations.