

PO Box 84060  
San Diego, CA 92138

50%  
2 PAYMENTS  
LAWSUIT

LEGAL RECOVERY  
**IRL**  
LAW OFFICES

[REDACTED]

626 RXR PLAZA WEST TOWER-6TH FLOOR

UNIONDALE NY 11556

Date: May 16, 2012  
File #: [REDACTED]  
Account #: XXXXXXXXXXXXXXX [REDACTED]  
Client: CAPITAL ONE BANK (USA) N.A.

Referred Balance: \$5996.01  
Payments Received  
by LRLO: \$0.00  
Current Principal: \$5836.33  
Interest: \$4.68  
Court Costs: \$439.50  
Attorney's Fees: \$0.00  
Other Costs: \$0.00  
Total Due: \$6280.51

This letter is to confirm your agreement to settle the above referenced account with CAPITAL ONE BANK (USA) N.A. for \$3,140.25, provided that you comply with the following terms.

You will pay \$1,570.12 due on or before 05-29-2012, and pay \$1,570.13 on or before 06-29-2012 to settle the account in full.

If the scheduled payment is received, all collection activity will be stopped. If the scheduled payment is not received, the offer will become null and void and the entire balance will be due immediately. If a lawsuit has been filed against you, a dismissal or satisfaction of judgment as appropriate will be filed with the court upon clearance of your payment with our bank.

Payments shall be deemed made when received by client's Counsel. All payments are to be made payable to Client CAPITAL ONE BANK (USA) N.A. and delivered or mailed to the LEGAL RECOVERY LAW OFFICES at 5030 Camino De La Siesta # 340, San Diego, CA 92108.

In consideration for this settlement, each party hereby releases and forever discharges each other and their respective predecessors, successors, partners, assigns, employees, shareholders, owners, officers, directors, agents, attorneys, subsidiaries, divisions, and affiliates, (jointly referred to as "Released Parties") from any and all claims, demands, causes of action, obligations, damages, attorneys' fees, costs and liabilities of any nature whatsoever, whether or not now known, suspected or asserted, which either party may have or claim to have against the Released Parties relating in any manner to the above mentioned account, and hereby covenants not to assert such claims through a lawsuit, an administrative proceeding or otherwise. This release includes, but is not limited to, claims arising under federal, state or local laws.

Each party waives all rights under Section 1542 of the Civil Code of California. That section reads as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."