

COLLECTOR

PAID

\$1500.00

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is executed this ___ day of August, 2015, by and between ELTMAN LAW, P.C. (formerly known and sued herein as "ELTMAN, ELTMAN & COOPER, P.C.") ("Eltman") and [REDACTED] ("Consumer"), each referred to herein as a "Party" and collectively referred to as the "Parties".

RECITALS

Whereas, certain disputes (the "Disputes") have arisen between the Parties regarding debt collection activities arising out of two judgment accounts, bearing the original account numbers [REDACTED] and [REDACTED] and bearing, respectively, the Hudson Co. (New Jersey) Special Civil Part Docket Numbers [REDACTED] and DC-[REDACTED] (the "Accounts"). Said Disputes are further memorialized by the lawsuit filed by Consumer against Eltman in the Hudson Co. (New Jersey) Special Civil Part, styled "[REDACTED] vs. Eltman, Eltman & Cooper, P.C., Docket Number [REDACTED] 5" (collectively the "Action").

WHEREAS, Eltman denies any wrongdoing or liability to Consumer but, to avoid the further expense of the Action, in addition to the uncertainty of litigation, and without admitting or denying the validity of the potential claims and potential defenses that could be asserted, the Parties have agreed to enter into this Agreement to compromise, settle and release any and all claims, known or unknown, arising out of and relating to the Disputes, Action, Accounts, or any collection of the Accounts;

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

AGREEMENT

1. Dismissal of Action. Within ten (10) days of receipt of a fully executed copy of this Agreement, Eltman shall transmit a check totaling the amount of **One Thousand Five Hundred Dollars (\$1,500)** payable to the "Law Office of Stuart D. Werbin", as Attorney for Consumer. Within ten (10) days of receipt of the settlement check, Consumer shall have the Action dismissed with prejudice as against Eltman. Each Party shall bear its own costs and fees. Along with the executed Agreement, Consumer shall provide Eltman with a W9 for her Attorney.
2. Release by Consumer. In consideration of the promises contained herein and the relinquishment of his legal rights regarding any claims arising out of or related to the Action or the Accounts, Consumer, for herself, hers heirs, successors, legal representatives and assigns, does hereby release, agree to hold harmless, indemnify, acquit and forever discharge Eltman, Midland Funding, LLC, MRC Receivables

Corp., and their respective affiliates, parents and subsidiary corporations, including, without limitation, their representative managing partners, officers, directors, shareholders, employees, agents, assigns, successors, servants, insurers, and representatives (including attorneys), together with any and all other persons, firms and/or corporations who are or might be liable (collectively, the "Released Parties"), from any and all claims, liabilities, demands, suits, and causes of action of every nature and kind whether vested or contingent, accrued or unaccrued, known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in the Action or as a result of any collection activities related to the Accounts, including without limiting the generality of the foregoing, those claims expressly raised in the Action, those arising out of or relating to the facts, circumstances, or occurrences surrounding the above-mentioned Action, and those arising out of, relating to or resulting from the facts, circumstances, or occurrences concerning the Accounts. Consumer further agrees that she will not file any claims, complaints, affidavits, arbitrations and proceedings, or any of the same individually, with any court, arbitration forum, regulatory or administrative agency with respect to the matters released in this Agreement against any of the Released Parties.


3. Denial of Liability. It is expressly understood and agreed to by and among the Parties that by entering into this Agreement none of the Parties admit the truth of the allegations made by any other Party, and this is a compromise of a disputed claim which should not be construed as an admission of liability on the part of any Party.
4. Assigns and Successors-in-Interest. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties.
5. Agreement Fully Read and Understood. This Agreement has been carefully read by all parties and the contents are known and understood by all parties. The recitals stated above are incorporated herein by reference. The Parties have each received independent legal advice from the attorneys of their choice with respect to the preparation, review and advisability of executing this Agreement. Prior to execution of this Agreement by each Party, the Parties' attorneys reviewed the Agreement, and the Parties acknowledge that they have executed this Agreement only after their own independent investigation and without fraud, duress, or undue influence.
6. Applicable Law. The existence, validity, construction and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms and conditions, shall be determined in accordance with the laws of the State of New Jersey.
7. Entire Agreement. This Agreement sets forth the entire agreement between the Parties, and fully supersedes any and all prior or contemporaneous agreements or

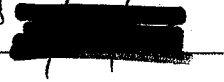
understandings between the Parties which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement or the subject matter of this Agreement.

8. Amendment. This Agreement may only be modified or amended in a writing signed by all the Parties.
9. Expenses. The Parties shall bear their own costs and expenses, including attorney fees, disbursements and court costs incurred in reaching a resolution of the Disputes.
10. Severability. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
12. Confidentiality. Consumer agrees that, from the date of the execution of this Agreement, Consumer will hereafter keep strictly confidential the nature of the Action, the claims between the Parties, the matters giving rise to this Agreement, and the substance of this Agreement (including the fact that any monetary payment was made to Consumer). Consumer agrees that neither she nor any representative on her behalf shall represent, contend, or allege to any third party that Eltman or any of the Released Parties have committed any wrongdoing unless required to do so by law. Consumer may, however, disclose to third parties that the Disputes have been settled to the Parties' satisfaction. In the event of a breach of this confidentiality provision by Consumer, Consumer agrees to repay to all monies paid by Eltman to Consumer hereunder, as well as any monies expended by the Released Parties, including attorneys' fees, in their attempt to enforce this provision.
13. Facsimile Signatures. The Parties agree that a facsimile signature (including a PDF signature received by electronic mail) may substitute for and have the same legal effect as the original signature.
14. Mutual Drafting. This Agreement is the product of negotiations "at arms' length" between the Parties, all of whom are represented by counsel. As such, the terms of this Agreement are mutually agreed upon, and no part of this Agreement will be construed against the drafter.

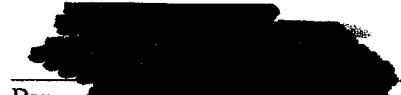
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the dates below.


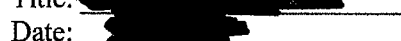

CONSUMER



Date: 

ELTMAN LAW, P.C.



By: 
Title: 
Date: 

APPROVED AS TO FORM FOR
PLAINTIFF A 



Stuart D. Werbin, Esq.
Attorney for Plaintiff
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APPROVED AS TO FORM FOR
DEFENDANT ELTMAN LAW, P.C.



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