

CONFIDENTIAL SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS is made on this 5th day of April, 2017 by and between [REDACTED] ("[REDACTED]") and Midland Credit Management, Inc. ("MCM").

Definitions

- A. **"Vargas-Related Persons"** shall mean [REDACTED] spouse, family, successors, assigns, agents, servants, heirs, executors, administrators, representatives, insurers, employees, attorneys, beneficiaries and all others through [REDACTED]
- B. **"MCM-Related Persons"** shall mean MCM's predecessors, successors, assigns, parent corporations (including, but not limited to, Encore Capital Group, Inc.), subsidiaries (including, but not limited to, Midland Funding, LLC), affiliates (including, but not limited to, Asset Acceptance, LLC and Asset Acceptance Capital Corp.), holding companies, divisions, unincorporated business units, joint venturers, partners, insurers, members, officers, directors, shareholders, managers, employees, agents, servants, representatives, officials, attorneys, associates and trustees.
- C. **"Agreement"** shall mean this Confidential Settlement Agreement and Release of Claims.
- D. **"Parties"** shall mean [REDACTED] and MCM.
- E. **"Claims"** shall mean all claims, counterclaims, demands, actions, causes of action, debts, liabilities, damages, costs, fees, expenses, rights, duties, obligations, liens, petitions, suits, losses, controversies, executions, offsets and sums of any kind or nature, whether direct or indirect, liquidated or unliquidated, contingent or actual, in law or equity, known or unknown, suspected or unsuspected or of whatever type or nature.

In consideration of the covenants contained herein, the Parties acknowledge, promise and agree as follows:

1. In exchange for the consideration provided for in Paragraph two (2) below, [REDACTED] releases MCM and MCM-Related Persons (the "Released Parties") from any and all Claims.

2. MCM shall issue one payment in the amount of One Thousand, Seven Hundred and Fifty dollars (\$1,750.00) payable to [REDACTED] attorney, Law Offices of Stuart Werbin. MCM will issue any information statements required by law for the payment made pursuant to this Agreement. [REDACTED] agrees that he/she will be responsible for any tax consequences, including the payment of any and all taxes, as a result of entering into this Agreement. The Released Parties make no representations regarding tax consequences, if any, of the payment made