

# FDCPA

# \$2000

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made as of the date of the latest signature herein, by and between [REDACTED] (the "Consumer") and Webcollex, LLC dba CKS Financial (the "Company"), (collectively, the Consumer and Company shall be referred to herein as "Parties").

On May 3, 2018, Consumer filed suit against Company in the Civil Court of the City of New York, County of Kings (the "Action"). The Parties desire to settle the controversies between them without further expense or the cost and inconvenience of further litigation and without admission of fault, wrongdoing or liability whatsoever by either party.

NOW, THEREFORE, desiring to settle and compromise their respective claims and disputes, the Parties hereby agree as follows:

1. In consideration for the full and complete settlement of the Action and execution by the Parties of this Agreement, the Parties have agreed that Company will make payment to Consumer in the sum of two thousand and 00/100 dollars (\$2,000.00) inclusive of damages, fees and costs made payable to Stuart D. Werbin, Esq., as counsel for Consumer, and mail payment to 1335 East 5<sup>th</sup> Street, Suite 2R, Brooklyn, NY 11230 within 10 days of the forwarding of Consumer's acceptance of this Agreement and a W9 from Plaintiff's counsel to the Company at [jtyler@cdyne.com](mailto:jtyler@cdyne.com) (hereinafter referred to as the "acceptance date"), and a Notice of Dismissal of the Action with prejudice is to be filed within 10 days after counsel for Consumer's receipt of payment.

2. In exchange for the payments recited in Paragraph 1 herein, Consumer, on behalf of himself, his heirs, executors, administrators, successors and assigns, knowingly and voluntarily releases and forever discharges Company, its officers, directors, members, employees, agents, parent, subsidiaries, affiliates and related entities, from all claims, counterclaims, cross-claims, causes of action, demands, charges, judgments, suits, debts, dues, sums of money accounts, reckonings, bonds, bills, specialties, covenants, admiralty or equity, known and unknown, asserted and unasserted, whether or not ascertainable at the time of the execution of this Settlement Release Agreement, which Consumer ever had, now has or hereafter can, shall or may have against Company, its officers, directors, members, employees, agents, partners, subsidiaries, affiliates and related entities from the beginning of time through the date of the execution of this Agreement, regarding the allegations that were alleged or could have been alleged in the Complaint.