

**COLLECTOR PAID \$2250.00**

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made and entered into as of this \_\_\_ day of January, 2015 by and between [REDACTED] (hereinafter "Henderson" or "Releasor") and DeSocio and Fuccio, P.C. (hereinafter "DeSocio" or "Releasee").

**WHEREAS,** [REDACTED] brought certain claims (the "Claims") against DeSocio in an action before the United States District Court for the Eastern District of New York captioned [REDACTED] [REDACTED] v. DeSocio and Fuccio, P.C., Index No. [REDACTED] (hereinafter the "Proceeding"); and

**WHEREAS,** DeSocio denies any and all allegations of wrongdoing asserted in the Proceeding and has vigorously defended the claims alleged in the Proceeding; and

**WHEREAS,** solely to avoid the expense, inconvenience, distractions and inherent uncertainties associated with any legal proceeding, as well as the additional legal fees and expenses that will be incurred in having to defend a trial on the merits, the Parties to this Settlement Agreement and General Release desire to finally and completely settle all disputes between them which may exist, including but not limited to those identified in the Proceeding, in their entirety;

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants and agreements herein set forth, the Parties do hereby covenant and agree as follows:

1. **Settlement.** The Parties to this Settlement Agreement and General Release hereby resolve, settle and compromise all claims which have been, or were capable of being, asserted against DeSocio.

2. **Settlement Payment.** [REDACTED] shall receive the liquidated sum total of \$2,250 (the "Settlement Payment") within thirty (30) days of receipt of this Settlement Agreement and General Release signed by him in full and final settlement of any and all claims of any nature that he has asserted, or could have asserted, against DeSocio as well as a fully executed IRS Form W-9. Said payment shall be made in the form of a check made payable to "Stuart D. Werbin as Attorney for [REDACTED]"

3. **Release.** In consideration of the payment described in Paragraph "2" above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [REDACTED] together with his respective dependents, descendants, heirs, beneficiaries, successors, agents and assigns (collectively, "Releasor"), hereby completely, unconditionally and forever releases, acquits and discharges DeSocio and its past and present affiliates, subsidiaries, parent corporations, predecessors, successors, partners, members, insurers, agents and assigns, and their respective officers, directors, employees, shareholders, agents, attorneys and registered representatives (collectively, "Releasees") from any and all claims, demands, liabilities, damages, indebtedness, costs, attorneys' fees, actions, causes of action and obligations of any nature, known or unknown, arising out of, or related to, any occurrence or non-occurrence of any event before the date hereof, that the Releasor may have held, or now holds, or hereafter can, shall or may have against the Releasees, for, upon or by reason of any matter, cause

or thing whatsoever, whether known or unknown, from the beginning of the world through the date of this Agreement. The Releasor expressly acknowledges that he is releasing the Releasees not only from, among other things, the claims asserted in the Proceeding, but also as to any issues relating to the facts and circumstances surrounding or giving rise to the Proceeding, it being the Parties' intent that this release constitutes a complete and general release of the Releasees.

4. **Dismissal of Proceeding.** Within five (5) days of receipt of the payment referenced in paragraph "2" above, counsel for ██████████ will submit to the court a formal written notice withdrawing, with prejudice, all claims that he has asserted in the Proceeding against DeSocio in their entirety.

5. **No Admissions.** The Parties have agreed to settle the Proceeding solely to avoid the expense, inconvenience, distractions and inherent uncertainties associated with any legal proceeding. No Party admits to having engaged in any wrongdoing, malfeasance, misfeasance or negligent act, and Releasees deny having any liability to ██████████. The Releasees expressly deny having violated any applicable rule, regulation, statute, contractual obligation or any other duty.

6. **No Assignment of Interests.** ██████████ represents and warrants that (i) no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Agreement; (ii) he has the sole right and exclusive authority to execute this Agreement and to receive the Settlement Payment; and (iii) there has not been, and will not be, an assignment or

other transfer of any interest in any claim that [REDACTED] may have, or contends he has, against Releasees or any one or more of them.

7. **No Other Proceeding.** [REDACTED] represents that, with the exception of the Proceeding referenced in this Agreement, he has not filed any other action, lawsuit, proceeding, claim, charge or complaint against the Releasees, or any one or more of them, with any local, state or federal agency, any self-regulatory organization, or any court or other entity. [REDACTED] further represents that he will not initiate or promote any such legal action at any time hereafter based upon any events, actions or omissions that occur before the date of execution of this Agreement. [REDACTED] understands that any breach of this representation (i) shall obligate him to return the full amount of the Settlement Payment to Releasees, and (ii) could further make him liable in a complaint, cross-complaint or counterclaim for all damages resulting from the breach, including Releasees' attorneys' fees and out-of-pocket expenses.

8. **Confidentiality.** Releasor, and Releasor's attorneys or agents, shall not disclose the terms of this settlement or the Claims to any third party except for tax purposes or to a court of competent jurisdiction for purposes of enforcing this settlement, unless required to do so by the order of a court of competent jurisdiction or by a validly-issued subpoena, and then only after providing fifteen days' written notice and a copy of said order or subpoena to DeSocio through its attorney so that DeSocio may, if it wishes, contest the order or subpoena. This confidentiality requirement includes but is not limited to not disclosing the Claims or settlement to any private or governmental consumer or regulatory agency (such as the Federal Trade Commission, the Consumer Financial Protection Bureau, the Better Business Bureau, state

regulatory agencies or state Attorneys General), nor providing information about the Claims or settlement to the press, nor posting such information on the internet or disseminating it through any other medium. Violation of this provision will result in Releasor having to repay to DeSocio the value of any payment or other consideration paid by Releasees under this settlement, plus any actual damages to Releasees resulting from such disclosure, plus any costs and attorney fees incurred by Releasees resulting from the disclosure or the enforcement of Releasees' rights under this agreement; in addition, Releasor will still be bound by its release of Claims hereunder.

9. **Reliance on Counsel.** [REDACTED] represents and warrants that he is freely entering into this Agreement; that he is acting with the advice of legal counsel of his choosing; and that he has read and fully understands the contents and effects of this Agreement.

10. **Integration.** The Parties agree and acknowledge that no promise, inducement or agreement not expressly contained herein has been made to them, and that this Settlement Agreement and General Release is the entire agreement by and among the Parties as to the subject matter hereof. This Settlement Agreement and General Release supersedes all previous arrangements or understandings, whether written or oral, and contains the Parties' entire agreement with respect to its subject matter.

11. **Binding Impact.** This Settlement Agreement and General Release shall be binding upon the Parties and shall inure to the benefit of the Parties, as well as their respective estates, heirs, legal representatives, successors, predecessors, parent companies, subsidiaries, affiliates, owners, directors, officers, shareholders, employees, agents and assigns.

12. **No Negative Inferences.** The Parties specifically understand and agree that this Agreement is the product of negotiations among them, and that each Party shall be deemed to have drafted this Agreement so as to avoid any negative inference by any court as against the drafter of this Agreement.

13. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.

14. **Severability.** If any provision of this Agreement is determined by a Court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions, which shall remain in full force and effect, to the extent that enforcement of the remaining provisions would be consistent with the Parties' intent to dismiss the Action and release claims, as contained in the Recitals to this Agreement.

15. **Fees and Costs.** Each Party shall bear his, her or its own attorneys' fees and costs incurred through the execution of this Agreement. If any action is brought to enforce any term of this Agreement or to seek a declaration as to any term of this Agreement, the prevailing party in that action shall recover from the losing party his, her or its reasonable attorneys' fees and out-of-pocket expenses incurred in the action.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement. This Agreement shall be deemed fully executed when each Party has received at least one counterpart executed by each other Party.

IN WITNESS WHEREOF, the Parties have affixed, or caused to be affixed, their respective signatures, effective on the day and year written above.

[REDACTED]

[REDACTED]

DeSocio and Fuccio, P.C.

[REDACTED]  
By: [REDACTED]  
Its: [REDACTED]  
Sw [REDACTED]

[REDACTED]