

COLLECTOR PAID \$2,500.00

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made between and entered into by [REDACTED], and CLIENT SERVICES, INC. ("Client Services").

WHEREAS, disputes have arisen between Client Services and Thomas in relation to Client Services' attempts to collect payments from Thomas on debt allegedly owing to Citibank, N.A., (the "Purported Debt"); and

WHEREAS, Thomas has alleged that Client Services violated state and/or federal debt collection and consumer protection laws in its efforts to collect the Purported Debt; and

WHEREAS, Client Services denies the allegations made by Thomas, and further denies any wrongdoing, but the parties hereto desire to compromise and settle their differences without incurring the costs of litigation.

NOW THEREFORE, in consideration of the recitals above, as well as the promises, covenants, releases and terms of this Agreement, Client Services and Thomas agree as follows:

1. Contemporaneously with the parties' execution of this Agreement, Client Services shall pay to Thomas the sum of Two Thousand Five Hundred Fifty Dollars (\$2,500.00) in the aggregate. The settlement will be paid to Thomas, through her attorney, Stuart Werbin, and the check will be made payable and sent to [REDACTED] within twenty (20) business days of receipt by Client Services of an executed Agreement from Thomas and a W-9 of Thomas' attorney.

2. Thomas agrees and assures that, in exchange for the settlement contained in this Agreement, she will not file any subsequent complaint with any state or federal regulatory agency relating to the collection of the Purported Debt, as attempted by Client Services up to the date of this Agreement.

3. Client Services hereby agrees to cease all collection efforts in relation to the Purported Debt. However, Client Services makes no representations or warranties regarding the possibility the debt may later be pursued by the original creditor, debt purchaser, or a third party collection agency not affiliated with Client Services.

4. Thomas hereby releases and discharges Client Services, Citibank, N.A., Sears Gold Mastercard, their officers, shareholders, representatives, directors, employees, agents, insurers, attorneys, parents, subsidiaries, affiliated companies, successors, and assigns, from any and all claims, demands, and causes of action which Thomas now has or may have arising from or related to the collection of the Purported Debt by Client Services. This Agreement includes claims for alleged violations of state or federal statutory or common law or regulations. The release granted herein includes Thomas's waiver of claims for actual damages, statutory penalties, exemplary or punitive damages, contract damages, tort damages, attorney fees, lost wages, injunctive relief, interest, and all other costs or relief of any sort whatsoever.

[REDACTED] **ACKNOWLEDGES THAT THE RELEASE GRANTED HEREIN IS A GENERAL RELEASE OF CLIENT SERVICES, INC.**

5. Client Services hereby releases Thomas, her representatives, employees, agents, attorneys, heirs and assigns from any and all claims, demands, and causes of action which Client Services now has or may have arising from or related to the Purported Debt or its collection. The release granted herein includes Client Services' waiver of claims for actual damages, statutory penalties, exemplary or punitive damages, contract damages, tort damages, attorney fees, lost wages, injunctive relief, and all other costs of any kind whatsoever.

CLIENT SERVICES, INC. ACKNOWLEDGES THAT THE RELEASE GRANTED HEREIN IS A GENERAL RELEASE OF [REDACTED].

6. Thomas and Client Services acknowledge and agree that this Agreement represents a compromise of disputed claims, and is intended solely as such. As additional consideration for the payment of the sum aforesaid, Thomas acknowledges that she fully understands the terms of this Agreement and that she voluntarily accepts said sum for the purpose of making full and final compromise, adjustment and settlement of any losses and/or damages. Thomas also agrees that the language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. Should any provision of this Agreement be declared by any court to be illegal or invalid, such provision(s) shall be deemed not to be a part of this Agreement and the remaining parts, terms or provision(s) shall remain in full force and effect.

7. Nothing in this Agreement shall be interpreted or construed as an admission of liability by Thomas or Client Services. The parties acknowledge that the payment of the foregoing sum is paid solely to preclude any litigation expense.

8. Thomas represents and warrants that she has not transferred, assigned, or sold any claim or cause of action which she had, may have, or has against Client Services. In addition, Thomas represents and warrants that she is not aware of any other person(s) or entity(ies), not a party to this Agreement, who has or may have a claim against Client Services which refers, relates or pertains to the collection of the Purported Debt.

9. Thomas represents and warrants that he is legally competent and authorized to execute this Agreement, and Thomas of his own free will and accord upon consultation with the attorney of his own choosing, without reliance on any representation of any kind or character not expressly set forth herein.

10. This Agreement, as well as the parties' rights and obligations hereunder, shall be in all respects interpreted, enforced and governed by and under the substantive laws of the State of York, notwithstanding conflicts of law.

11. Thomas and Client Services, and their respective counsel, shall at all times maintain in strictest confidence, and not disclose to any third party whatsoever, the fact of a settlement of Thomas's claims, the terms of the settlement, and the terms and conditions of this Agreement, except (1) upon order of a court of competent jurisdiction or with the prior written consent of the other parties hereto; (2) the parties may disclose any such information when such information is reasonably required in the ordinary course of their respective business, including the disclosure of information to their respective accountants, attorneys, financial advisors, and/or tax preparers; (3) to any government agency as required by law; or (4) as may be reasonably necessary to effect or enforce this Agreement.

It is understood and agreed by Thomas and Client Services that this Paragraph 12 of this Agreement is a material provision of the agreement between the parties.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

GLORIA H. THOMAS HEREBY ACKNOWLEDGES THAT SHE HAS READ THE FOREGOING FULL AND FINAL RELEASE OF ALL CLAIMS, 3 PAGES, AND FULLY UNDERSTANDS IT.


Signed this 23 day of November 2016.

By: 

As to form:

Stuart Werbin
Attorney for Plaintiff

Signed this 17 day of November 2016.

By: 
Brian Douglas
General Counsel
Client Services, Inc.