

## CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

### PARTIES

This Settlement Agreement and General Release (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Client Services, Inc., its parents, affiliates, subsidiaries, predecessors-in-interest, successors-in-interest, divisions, assignors and assignees, including all respective officers, directors, partners, employees, agents, servants, representatives, attorneys, and insurers, past, present and future (collectively "CSI") and [REDACTED], on behalf of his/herself, his/her spouse, and his/her heirs, successors, trustees and assigns, (referred to herein as "[REDACTED]").

### RECITALS

**WHEREAS**, certain disputes and controversies have been asserted by [REDACTED] against CSI, including, among other potential claims, alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692a, *et seq.*, (hereafter the "Dispute").

**WHEREAS**, CSI denies any wrongdoing, unlawful conduct, or liability to [REDACTED] in connection with the allegations that are or that could have been included the Dispute, but CSI has nevertheless concluded that it is in its best interests to avoid the time, expense, burden and uncertainty of litigation by settling the Dispute on the terms set forth herein;

**WHEREAS**, [REDACTED] confirms and agrees that this Agreement releases all claims that were asserted against CSI by [REDACTED] and all claims that could have been asserted by [REDACTED] against CSI, from the beginning of time to the date of [REDACTED] execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties expressly agree to the following terms and conditions in a full settlement, compromise and satisfaction of the claims which were alleged or could have been alleged against CSI.

1. Consideration by CSI. CSI shall pay the total sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$2,750.00), inclusive of all costs and fees to Stuart Werbin, Esq. as attorneys for [REDACTED]. CSI agrees that it shall provide the settlement check within fourteen (14) calendar days from receipt of this Agreement, notarized and executed by [REDACTED] and a W-9 form for Law Offices of Stuart Werbin.

2. Consideration by [REDACTED]. In return for the consideration in paragraph 1 of this Agreement, [REDACTED] does hereby irrevocably, unconditionally, fully, finally and forever release and discharge CSI of and from any and all claims, causes of action, suits, sums of money, demands, damages, injuries, costs, losses, harms, expenses, fees (including attorneys' fees), and compensation of every kind or nature whatsoever, whether based on tort, statute, or any other theory of recovery, in law or in equity, whether for compensatory or punitive damages, whether known or unknown and whether foreseen or unforeseen, which [REDACTED] claimed to have, now has or claims to have, or which [REDACTED] hereafter may have or claim to have against CSI (whether through operation of law, assignment or subrogation), in, arising out of, or in any way