

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of the last date signed below ("Effective Date"), by and between [REDACTED] ("Plaintiff") and Dynamic Recovery Solutions, LLC ("Defendant"). Plaintiff and Defendant may be referred to herein individually as a "Party," and collectively as "the Parties."

WHEREAS, on December 30, 2015, Plaintiff filed a lawsuit against Defendant alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), which is currently pending in the Superior Court of New Jersey Law Division Special Civil Part Bergen County, case number [REDACTED], captioned as [REDACTED] v. *Dynamic Recovery Solutions, LLC; and GS Holdings, LLC* (the "Lawsuit");

WHEREAS, Defendant denies all liability alleged by Plaintiff in the Lawsuit and otherwise;

WHEREAS, the Parties wish to resolve the Lawsuit solely to avoid the burden, expense, and distraction of potentially protracted litigation.

NOW, THEREFORE, in consideration of the foregoing, and of the promises contained herein, the Parties agree as follows:

1. **Settlement Payment.** Dynamic Recovery Solutions, LLC shall pay to Plaintiff the total sum of Three Thousand Five Hundred and 0/100 Dollars (\$3,500.00) within thirty (30) business days of the Effective Date ("Settlement Payment"). The Settlement Payment shall be paid via check payable to the "Law Offices of Stuart Werbin".

2. **Dismissal of Lawsuit.** Within two (2) business days of receiving the Settlement Payment, Plaintiff shall cause the Lawsuit to be dismissed against Defendant with prejudice. In the event a default judgment has been entered against Defendant, Plaintiff shall set aside such judgment.

3. **Plaintiff's General Release of Defendant and Covenant Not to Sue.** Plaintiff, on his behalf and on behalf of his heirs and assigns, hereby releases and discharges Defendant and their respective current and former predecessors, successors, parents, affiliates, subsidiaries, shareholders, franchisees, franchisors, and all of the aforementioned respective agents, employees, officers, directors, shareholders, attorneys, collection agencies, independent contractors, clients and vendors from all claims of any kind (including all claims for damages, interest, fees and/or attorney's fees) that existed through the Effective Date, including but not limited to any claims that Plaintiff may have with respect to the Lawsuit, or any other matter involving any of the Parties.