

COLLECTOR PAID \$5000

SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

This Settlement Agreement and Release ("Agreement") is entered into by and between [REDACTED] ("Plaintiff"), Velocity Investments, LLC (VI) and Kirschenbaum & Phillips, P.C. ("KP"), referred to collectively as "the Parties."

II. RECITALS

- A. On or about July 13, 2018 [REDACTED] asserted a Complaint against Kirschenbaum & Phillips, P.C. that has not been filed with any court. (the "Complaint"). The Complaint alleged violations of the Fair Debt Collection Practices Act (the "Allegations") regarding the consumer credit account number ending in [REDACTED] (the "Account").
- B. Velocity Investments, LLC and Kirschenbaum & Phillips, P.C. deny Plaintiff's Allegations in their entirety.
- C. The Parties hereto wish to resolve all the disputes between them, asserted or unasserted, related to the Account, the Complaint, and the Allegations, without admission of any liability.

III. AGREEMENT

NOW, THEREFORE, in consideration of these promises and the mutual covenants set forth herein and for valuable and mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows in order to avoid the costs and uncertainties of litigation:

1. Recitals. The foregoing recitals are confirmed as true and correct and are confirmed by the Parties as true and correct and are incorporated herein by reference. The recitals are a substantive and contractual part of this Agreement.

2. Settlement Procedures. In consideration for Plaintiff's promises and covenants contained herein, Velocity Investments, LLC will pay Plaintiff the gross amount of Five Thousand dollars (\$5,000.00) Said amount will be delivered to [REDACTED] by check made payable to [REDACTED]. Said amount will be delivered within thirty (30) days of receipt of a properly completed Form W-9 provided by Plaintiff's attorney, [REDACTED], and an executed copy of this Agreement.

3. Release. Upon execution of this Agreement, Plaintiff hereby releases and forever discharges, Kirschenbaum & Phillips, P.C. , Velocity Investments, LLC and each of its respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents and related entities, servicers, subcontractors and clients from any and all known or unknown claims, demands and causes of action of any sort and all damages, in equity or contract, which Plaintiff now or hereafter can, shall or may have relating to or assertable in connection with the Account, the Allegations, or the Complaint ("Released Matters").