

SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

This Settlement Agreement and Release ("Agreement") is entered into by and between Susan [REDACTED] ("Plaintiff"), and Mullooly, Jeffrey, Rooney & Flynn, LLP ("Mullooly"), referred to collectively as "the Parties."

II. RECITALS

- A. On or about May 26, 2015, Plaintiff served a Demand (the "Complaint"). The Demand alleged violations of FDCPA (the "Allegations") regarding the consumer credit account number ending in [REDACTED] and the consumer credit account number ending in [REDACTED] (the "Accounts").
- B. Mullooly denies Plaintiff's Allegations in their entirety.
- C. The Parties hereto wish to resolve all the disputes between them, asserted or unasserted, related to the Accounts, 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, Mullooly will pay Plaintiff the gross amount of Two Thousand Seven Hundred Fifty (\$2,750.00). Said amount will be delivered to Stuart Werbin, 920 E. 17th St., Ste. 519, Brooklyn, NY 11230 by check made payable to "Law Office of Stuart Werbin". Said amount will be delivered within thirty (30) days of receipt of a properly completed Form W-9 provided by Plaintiff's attorney, Law Office of Stuart Werbin, and an executed Agreement.
3. Release. Upon execution of this Agreement, Plaintiff hereby releases and forever discharges, Mullooly, Bank of America, N.A. and each of its respective current and former legal representatives, officers, attorneys, insurers, employees, agents, subsidiaries, parents and related entities, 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 Accounts, the Allegations, or the Complaint ("Released Matters").