

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into and is effective as of the date below, by and between SCOTT [REDACTED] ("[REDACTED]"), in an action alleging violations of the Fair Debt Collections Practices Act ("FDCPA") 15 U.S.C. Sec 1692 et seq., and FINANCIAL CREDIT SERVICE, INC. d.b.a. ARA INC. ("ARA"), denying [REDACTED]'s claims. To avoid the expense and uncertainty of litigation, and without admitting the validity of the claims and defenses asserted or potentially asserted by each other, [REDACTED] and ARA (the "Parties") have agreed to enter into this Agreement in regard to the lawsuit captioned *SCOTT [REDACTED] v. REVENUE RECOVERY SERVICE, FINANCIAL CREDIT SERVICE, INC. d.b.a. ARA INC., and CHASE BANK USA, N.A.* filed in the Superior Court of New Jersey, Law Division: Special Civil Part, Bergen County, Docket No. [REDACTED] (the "Lawsuit").

NOW THEREFORE, in consideration of the foregoing and of the covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF RELEASE. This Agreement encompasses any and all collection efforts of ARA in regard to Chase Bank ("Account").

2. PAYMENT. To resolve this dispute, ARA shall:

(a) pay to [REDACTED], by way of a check made out to his attorneys, Law Office of Stuart D. Werbin, the sum of Three Thousand Dollars (\$3,000.00) no later than ten (10) business days after receipt by ARA of a copy of this Agreement executed by [REDACTED] (fax/electronic signatures shall be deemed originals); and

(b) Release, acquit, and forever discharge [REDACTED] from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, relating to the Account.

This Agreement shall not be binding and effective until such time as the above- referenced payment has been made and received.

3. RELEASE. [REDACTED], on his behalf and on behalf of his heirs, hereby absolutely, unconditionally and completely agree to release, hold harmless and discharge forever ARA, its principals, directors, officers, members, subsidiaries, employees, predecessors, successors, agents, independent contractors and insurers (hereinafter collectively referred to as "ARA" for purposes of this Paragraph 3), from any and all known and unknown claims, actions, causes of actions, demands, liabilities, and complaints of any nature whatsoever regarding, or arising from, the Account and/or the