SETTLEMENT AND RELEASE

This agreement will settle all claims of [redacted] and spouse, if any (hereinafter referred to as "[redacted]") and all who might claim by or through him/her/them (with [redacted], hereinafter collectively referred to as "Releasor"), against AllianceOne Receivables Management, Inc. (hereinafter referred to as "AllianceOne"), its parent, subsidiary, sister and affiliate companies or divisions, and their officers, directors, shareholders, members, limited and general partners, present and former employees, predecessors, successors, assigns, attorneys, principals, agents, affiliates, clients, subcontractors and insurers (with AllianceOne, hereinafter collectively referred to as "Releasee"); whether such claims are existing or potential, pled or unpled, asserted or unasserted, or known or unknown, and whether such claims are for damages, declaratory relief, or any other injury or relief of any kind or nature (hereinafter collectively referred to as the "Claims"), from the beginning of time through the date of execution hereof, on the following terms:

1. This agreement does not represent an admission of liability by any party, and may not be cited as precedent nor used by any party in any future mediation, arbitration, judicial proceeding or administrative proceeding, except in the case of a breach of this agreement. Rather, this agreement will compromise and settle disputed Claims of Releasor, and the parties will thereby avoid the expense, delay and uncertainty of litigation.

2. Releasor has been advised and encouraged to have this agreement reviewed by legal counsel of Releasor's own choosing.

3. Releasor, and Releasor's attorneys or agents, shall not disclose the terms of this settlement or the Claims to any third party except for tax purposes or to a court of competent jurisdiction for purposes of enforcing this settlement, unless required to do so by the order of a court of competent jurisdiction or by a validly-issued subpoena, and then only after providing fifteen days' written notice and a copy of said order or subpoena to AllianceOne through its attorney so that AllianceOne may, if it wishes, contest the order or subpoena. This confidentiality requirement includes but is not limited to not disclosing the Claims or settlement to any private or governmental consumer or regulatory agency (such as the Federal Trade Commission, the Consumer Financial Protection Bureau, the Better Business Bureau, state regulatory agencies or state Attorneys General), nor providing information about the Claims or settlement to the press, nor posting such information on the internet or disseminating it through any other medium. Violation of this provision will result in Releasor having to repay to AllianceOne the value of any payment or other consideration paid by Releasee under this settlement, plus any actual damages to Releasee resulting from such disclosure, plus any costs and attorney fees incurred by Releasee resulting from the disclosure or the enforcement of Releasee's rights under this agreement; in addition, Releasor will still be bound by its release of Claims hereunder.

4. Releasor fully releases Releasee from the Claims, and agrees to defend, indemnify, and hold harmless Releasee from any suit, cause of action, demand, proceeding, or claim whatsoever of whatever kind or nature that in any way relates to the Claims.

5. AllianceOne will pay to Releasor the sum of $4,000.00 through Releasor's attorney's office and to the order of Law Offices of Stuart Werbin f/b/o [redacted]. If AllianceOne receives this executed release and Releasor's law firm's W9 by April 4, 2017, AllianceOne will send a settlement check on or about April 11, 2017. If the release and/or W9 are received after April 4, 2017, the settlement check will be sent on or about May 10, 2017. Releasor and Releasor's attorney promptly dismiss with prejudice and provide a copy of such dismissal to Releasee's attorney within fifteen days of receipt of the settlement funds the lawsuit initiated in the Civil Court of the City of New York, County of Bronx, Index No. 002528/2017.

6. This Release is not intended to and does not eliminate, extinguish, or compromise any obligation the undersigned may have to pay on the alleged underlying account assigned from Capital One (USA) N.A, and such obligation, if any, remains in full force and effect; provided that Releasee makes no representation as to whether such obligation is genuine or not.

7. This release contains the entire agreement between the parties and no promise, inducement, or representations other than herein set forth have been made, and the terms of this release are contractual and not a mere recital.

I ACCEPT THIS SETTLEMENT OF MY CLAIMS ON THE TERMS AND CONDITIONS STATED ABOVE:

[redacted] 03-28-17

Date

APPROVED AS TO FORM BY:

Stuart Werbin, attorney for [redacted] Date

AllianceOne Representative Date