

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made between and entered into by [REDACTED], and CLIENT SERVICES, INC. ("Client Services").

WHEREAS, disputes have arisen between Client Services and [REDACTED] in relation to Client Services' attempts to collect payments from [REDACTED] on debt allegedly owing to Synchrony Bank, (the "Purported Debt"); and

WHEREAS, [REDACTED] has alleged that Client Services violated state and/or federal debt collection and consumer protection laws in its efforts to collect the Purported Debt; and

WHEREAS, Client Services denies the allegations made by [REDACTED], and further denies any wrongdoing, but the parties hereto desire to compromise and settle their differences without incurring the costs of litigation.

NOW THEREFORE, in consideration of the recitals above, as well as the promises, covenants, releases and terms of this Agreement, Client Services and [REDACTED] agree as follows:

1. Contemporaneously with the parties' execution of this Agreement, Client Services shall pay to [REDACTED] the sum of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) in the aggregate. The settlement will be paid to [REDACTED], through her attorney, Stuart Werbin, and the check will be made payable and sent to "Law Offices of Stuart Werbin" within twenty (20) business days of receipt by Client Services of an executed Agreement from Loor and a W-9 of [REDACTED] attorney.

2. [REDACTED] agrees and assures that, in exchange for the settlement contained in this Agreement, she will not file any subsequent complaint with any state or federal regulatory agency relating to the collection of the Purported Debt, as attempted by Client Services up to the date of this Agreement.

3. Client Services hereby agrees to cease all collection efforts in relation to the Purported Debt. However, Client Services makes no representations or warranties regarding the possibility the debt may later be pursued by the original creditor, debt purchaser, or a third party collection agency not affiliated with Client Services.

4. [REDACTED] hereby releases and discharges Client Services, Synchrony Bank, and Synchrony Bank GapCard, their officers, shareholders, representatives, directors, employees, agents, insurers, attorneys, parents, subsidiaries, affiliated companies, successors, and assigns, from any and all claims, demands, and causes of action which [REDACTED] now has or may have arising from or related to the collection of the Purported Debt by Client Services. This Agreement includes claims for alleged violations of state or federal statutory or common law or regulations. The release granted herein includes [REDACTED] waiver of claims for actual damages, statutory penalties, exemplary or punitive damages, contract damages, tort damages, attorney fees, lost wages, injunctive relief, interest, and all other costs or relief of any sort whatsoever.

CLIENT SERVICES, INC. ACKNOWLEDGES THAT THE RELEASE GRANTED HEREIN IS A GENERAL RELEASE OF [REDACTED]