COLLECTOR PAID $2750.00

SETTLEMENT AGREEMENT AND RELEASE

I. PARTIES

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

II. RECITALS

A. On or about August 28, 2015, Plaintiff served a Demand (the "Complaint"). The Demand alleged violations of FDCPA (the "Allegations") regarding the consumer credit account number ending in 3242 (the "Account").

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 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, 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 by October 25, 2015 once 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 Account, the Allegations, or the Complaint ("Released Matters").

4. Settlement Not an Admission. This Agreement, and any negotiations or proceedings connected with it, shall not in any event constitute or be construed as, or be deemed to be evidence of, an admission of or concession of any wrongdoing by any party hereto.

5. No Further Action. Plaintiff agrees to take no further action to litigate the demand against Mullooly and/or Bank of America, N.A.

6. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and may not be modified or amended except in a signed writing.

7. Confidentiality. The terms of this Settlement Agreement and any and all facts related to the Released Matters, and the negotiations leading hereto are confidential. The Parties agree not to disclose the terms of this Settlement Agreement and any facts related to the Released Matters or the negotiations leading hereto to any person except as may be necessary for the preparation of financial statements or tax returns, or as may be required by law, or by valid Order of Court. If any Party or person acting on behalf of a Party hereto receives an inquiry about this Agreement, such Party will respond only that "the matter has been resolved." Nothing in this Agreement shall, however, be deemed to interfere with each Party's obligation to report transactions with appropriate governmental, taxing and/or registering agencies or Court Order.

8. Validity of Agreement. Should any clause, sentence, paragraph or other part of this Agreement be finally adjudged by any court of competent jurisdiction to be unconstitutional, invalid or in any way unenforceable, such adjudication shall not affect, impair, invalidate or nullify the remainder of the Agreement, but shall affect only the clause, sentence, paragraph or other parts so adjudged.

9. Signing in Counterparts. This Agreement may be signed in Counterparts, each of which shall be deemed an original, but all of which together constitute one and the same Agreement.

10. Costs and Fees. Each party agrees to bear the expense of its own attorney's fees and costs in connection with the matters addressed herein.

11. Fees. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the trier of fact having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all reasonable attorney's fees, costs and expenses.

12. Agreement Pertains Only to the Released Matters. This Agreement pertains only to the Released Matters defined above and nothing in this Agreement shall be deemed or construed as a modification of or a release of or from any other accounts, agreements, debts, loans, promissory notes, mortgages, security agreements, contracts, liabilities, or obligations the parties now have or may have in the future (or any one of them, or any combination of them) that are not specifically and expressly described in detail in this Agreement.

13. Release of Unknown Claims. Plaintiff intends, in executing this Agreement and doing the acts called for herein, that this Agreement constitutes a full and final accord and satisfaction and settlement of and a bar to each and every item hereby released. In connection with such waiver, Plaintiff acknowledges that they are aware that they may hereafter discover facts different from or in addition to the facts they now know or believe to be true.

14. Tax Consequences. Plaintiff acknowledges that Plaintiff has not sought, received or relied on Mullooly, Mullooly's counsel or any agent of Mullooly for any tax advice of any kind with respect to the effects of this Agreement, the Release, or the delivery or payment of any consideration identified herein and Mullooly may be required to file certain 1099 or other information reports with the United States Internal Revenue Service indicating payment of money to Plaintiff as set forth in this Agreement. Plaintiff has been advised to consult with tax counsel of Plaintiff's own choice to seek legal and tax advice regarding the taxability or non-taxability of consideration provided herein.

15. Agreement Fully Read and Understood. The Parties: (a) have read this Agreement carefully; (b) obtained the advice of legal counsel, or have voluntarily elected not to do so; and (c) are fully informed of the content and meaning of this Settlement Agreement and Release. The Plaintiff is executing this negotiated Settlement Agreement and Release voluntarily and not under duress of any kind.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement and have executed this Agreement as of the day and year first below written.

Date Executed: [redacted]

[redacted]
Plaintiff
Printed Name: [redacted]

Date Executed: [redacted]

Mullooly, Jeffrey, Rooney & Flynn, LLP

BY: [redacted]
Printed Name:
Title: