## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

The parties collectively referred to as the Defendants, consisting of General Collection Co., Mark Stelk, and Richard Gee, enter into this Mutual Release and Settlement Agreement with Plaintiffs Cynthia L. Jenkins, Ada Howard, and Sandra Logue. The Defendants are released from the claims of this lawsuit, set out in detail below, and agree to the terms stated herein with regard to ceasing certain of their debt collection practices, which have been the subject of this lawsuit.

The undersigned, Cynthia L. Jenkins, for the consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement, does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past, present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Cynthia L. Jenkins against the Defendants in the action entitled Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and \$\text{\$\text{ettlement Agreement includes any consequences and damages}} thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced

litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned, Ada Howard, for the consideration of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement, does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past. present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Ada Howard against the Defendants in the action entitled Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and Settlement Agreement includes any consequences and damages thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned, Sandra Logue, for the consideration of Two Thousand Three Hundred Thirty Five and 60/100 Dollars (\$2,335.60) paid to her, the receipt of which is acknowledged, and the covenants and agreements set forth in this Mutual Release and Settlement Agreement,

does release and forever discharge General Collection Co., Mark D. Stelk and Richard E. Gee and their past, present and future agents, representatives, employees, attorneys, insurers, and all other persons, firms, associations and corporations of and from any and all actions, claims and demands, including claims or actions for contribution or indemnity of whatever nature now existing or which may hereafter arise out of the acts of the parties released or their agents, employees and representatives regarding any and all collection efforts of any kind concerning sums allegedly owed by the undersigned. This release includes those claims asserted or which could have been asserted by Plaintiff Sandra Logue against the Defendants in the action entitled Cynthia L. Jenkins, Ada Howard and Sandra Logue v. General Collection Co., Mark D. Stelk and Richard E. Gee, United States District Court, District of Nebraska, File No. 8:06-CV-743. This Mutual Release and Settlement Agreement includes any consequences and damages thereof now existing or which may develop, whether or not such consequences and damages are known or anticipated, arising from the transactions which are the subject of the referenced litigation. It is also understood and agreed that the Plaintiffs reserve their claims for attorneys' fees and costs pursuant to Paragraph 5 herein.

The undersigned parties further acknowledge:

- 1. That no promise or agreement not set forth herein has been made as consideration for this Release, and that the signing thereof has not been induced by any representation of the parties released, or by anyone in their behalf, concerning the nature, extent or duration of the damages sustained, or any other matter.
- 2. That the parties released have denied liability, and that the payment acknowledged in this document and the agreement to cease and desist certain practices described herein was made without admissions of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.
- 3. This Mutual Release and Settlement Agreement is freely executed by the undersigned individuals and entities after full and adequate opportunity to confer with their respective legal counsel. The undersigned understands that the language of this Release constitutes

- a full and final discharge of any and all claims against those parties released, and she has not relied upon any contrary representations or advice as to such affect.
- 4. The undersigned plaintiffs, Cynthia L. Jenkins and Ada Howard are not now in any form of bankruptcy or assignment for the benefit of creditors and no trustee in bankruptcy or assignee for the benefit of creditors has any right to undersigned's claim hereby released. Plaintiff Sandra Logue has filed for bankruptcy protection and payment of liabilities, Sandra Logue will take all steps necessary to obtain approval from the bankruptcy court and trustee to obtain her settlement and release of this matter.
- Plaintiffs' counsel have asserted a claim for reasonable attorneys' fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) of the FDCPA and Neb. Rev. Stat. § 59-1609 of the NCPA. Defendants do not contest the Plaintiffs' right to reasonable attorneys' fees. Counsel for the parties have endeavored to resolve the appropriate amount of said attorney fees/costs through settlement negotiations but are unable to do so. Therefore, said attorney fees/costs claim will first be brought before the district court through a motion by plaintiffs' attorneys pursuant to all applicable Rules of Procedure and local rules and order of the court. If any court determines that there is insufficient authority to award reasonable attorneys' fees for whatever reason plaintiffs then have the option to revoke the settlement agreement or enforce only the award of attorneys' fees in a court of competent jurisdiction. The parties further agree that any award of attorneys' fees/costs may be appealed in accord with and pursuant to applicable Rules of Procedure should any party so desire.
- 6. In consideration for Cynthia L. Jenkin's, Ada Howard's and Sandra Logue's release of the claims in the lawsuit, General Collection Co., Mark Stelk, and Richard Gee and each of them individually agree that they shall not now and in the future file county court complaints which state a claim for materials and or services provided for claims that are actually based on receivables nor collect or seek to collect statutory attorney's fees for claims that are actually based on receivables.
- 7. The Defendants will not raise as a defense, or argument on appeal, to Plaintiffs' motion for attorneys' fees and costs that Plaintiffs are not prevailing parties under the FDCPA and the NCPA in this lawsuit.
- 8. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Cynthia L. Jenkins at Case No.: CI 04-20215, has been or shall be satisfied and dismissed with prejudice in favor of Cynthia L. Jenkins by the Defendants.
- 9. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Ada Howard at Case No.: CI 05-20860, has been or shall be satisfied and dismissed with prejudice in favor of Ada Howard by the Defendants.

10. The Defendants acknowledge and agree that the case filed by Defendant Gee on behalf of Defendant General Collection Co., in the County Court for Douglas County Nebraska, against plaintiff Sandra Logue at Case No.: CI 06-6453, has been or shall be satisfied and dismissed with prejudice in favor of Sandra Logue by the Defendants.

This Mutual Release and Settlement Agreement shall bind the signer, her / his / its heirs, next-of-kin, executors, administrators, successors or assigns, and shall inure to the benefit of the parties released, their agents, representatives, employees, insurers, and all other persons, firms, associations, corporations, successors and assigns.

This Mutual Release and Settlement Agreement may be executed in counterparts, at various times and at various places by the Parties. Each execution shall be deemed an original, but all such executions together will constitute one and the same agreement.

The undersigned Cynthia L. Jenkins has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

STATE OF North o ) ss.

Before me, a notary public for and within the above county and state, this 17 day of 2009, personally appeared Cynthia L. Jenkins, known to me to be the person named in and who executed the above release, and she acknowledged to me that she executed the same as her free act and deed.

GENERAL NOTARY - State of Nebraska
WILLIAM L. REINBRECHT
My Comm Exp. May 31, 2010

Notary Public

Keintsleck

ynthia Lepkins

The undersigned Ada Howard has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

STATE OF Nelsons

Before me, a notary public for and within the above county and state, this day of \_\_\_\_\_\_, 2009, personally appeared Ada Howard 1--named in and who executed the above release, and she acknowledged to me that she executed the same as her free act and deed.

> GENERAL NOTARY - State of Nebraska WILLIAM L. REINBRECHT My Comm. Exp. May 31, 2010

> > -6 -

The undersigned Sandra Logue has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

STATE OF NOVASKA,	
COUNTY OF DOUGLAS)	s.

Before me, a notary public for and within the above county and state, this day of the da

GENERAL NOTARY- State of Nebraska

MAYURA LATENSER

My Comm. Exp. June 9, 2009

The undersigned Officer of General Collection Co. is of lawful authority to sign on behalf of General Collection Co., and has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Officer, General Collection Co.

COUNTY OF Half

> GENERAL NOTARY - State of Nobraska G.L. SCHENCK My Comm. Exp. Dec. 31, 2009

Notary Public

The undersigned individual, Mark D. Stelk, has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Mark D. Stelk

STATE OF <u>Methask</u>e; COUNTY OF <u>Hall</u>) so

Before me, a notary public for and within the above county and state, this fell day of a county and state, this fell day of the county and state, the county and s

GENERAL NOTARY - State of Nebrasia G.L. SCHENCK My Conim. Exp. Dec. 31, 2003

DL Schenck Notary Public The undersigned individual, Richard E. Gee, has carefully read this Mutual Release and Settlement Agreement and understands and agrees to all of its terms.

Kichard E. Gee

STATE OF Nebraska)

COUNTY OF Hall

Before me, a notary public for and within the above county and state, this 21st day of 2009, personally appeared Richard E. Gee, known to me to be the person named in and who executed the above Mutual Release and Settlement Agreement, and he acknowledged to me that he executed the same as his free act and deed.

GENERAL NOTARY - State of Nebraska
JULIE J. SKEEN
My Comm. Exp. July 19, 2011

Notary Public