



\*SUTTELL & HAMMER, P.S. in AK, OR, UT, WA (FKA SUTTELL, HAMMER & WHITE, P.S.)  
\*SUTTELL & HAMMER, P.C. in CO, ID (FKA SUTTELL, HAMMER & WHITE, P.C.)  
\*SUTTELL & HAMMER, APC in CA (FKA SUTTELL, HAMMER & WHITE, APC)  
P.O. BOX C-90006 BELLEVUE, WA 98009 / WWW.SUTTELLANDHAMMER.COM  
425-455-8220 TEL / 888-788-8355 TOLL FREE / 425-453-3239 FAX

March 20, 2018

**This DCS customer had to go to court, but she won the case with the assistance of our paralegal, and she was given \$500 in award for damages. And her debt was cancelled.**

**Our paralegal said he wishes she had consulted him before accepting the award, because it should**

RE: [REDACTED] v. Suttell, Hammer and White, APC  
Case No. [REDACTED]  
s/h 559333.001

**have been much larger. This shows**

Dear [REDACTED]:

**the importance of following our paralegal's guidance.**

Attached please find a check for \$500.00 to finalize the settlement of this account pursuant to the Settlement Agreement and Mutual Release, a copy of which is enclosed.

If you have any questions, please contact me at 425-449-5173.

This communication is from a debt collector.

Very truly yours,

SUTTELL & HAMMER

Malisa L. Gurulé  
Litigation Division Head

Enclosures: Settlement Agreement and Mutual Release; Check for \$500.00



ATTORNEYS AT LAW

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## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is entered into as of February 21, 2018 ("Effective Date"), among and between [REDACTED], SUTTELL & HAMMER, APC ("Suttell") (formerly known as Suttell, Hammer & White, APC), and BARCLAYS BANK DELAWARE (the "Bank"). In this Agreement, Lee, Suttell and the Bank are sometimes referred to collectively as the "Parties" and individually as a "Party." This Agreement is made with reference to the following facts:

WHEREAS, [REDACTED] incurred a debt to the Bank (the "Debt"); and

WHEREAS, the Bank engaged Suttell to assist in the collection of the Debt; and

WHEREAS, [REDACTED] brought suit against Suttell in the United States District Court, Northern District of California, [REDACTED] v. *Suttell, Hammer and White, APC*, Case No. [REDACTED] (the "Action"), alleging claims for violation of the Fair Debt Collection Practices Act (the "Act"); and

WHEREAS, Suttell denied and denies that any violation of the Act occurred with regard to the collection of the Debt; and

WHEREAS, the Parties wish to fully and finally settle the Action and release any and all claims that exist or may exist between or among them relating to the Action and the facts and events giving rise thereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth below, the Parties, intending to be legally bound, do hereby voluntarily and freely agree to these settlement terms:

1. Payment. Suttell shall pay to [REDACTED] a settlement payment in the total amount of \$500 (Five Hundred Dollars) (the "Payment"). The Payment shall be made by check and delivered to [REDACTED]. Delivery of the Payment shall be made no later than ten (10) business days after this Agreement is fully executed.

2. Dismissal. Within five (5) business days after delivery of the Payment referenced in Paragraph 1 above, Lee and Suttell shall execute, and Suttell shall file, a Stipulation for Dismissal of the Action, as to all parties and all claims set forth therein, with prejudice.

3. Mutual General Release. Except for the obligations identified in this Agreement and, specifically, in Paragraph 5 below, for valuable consideration, receipt of which is hereby acknowledged, Lee, on the one hand, and Suttell and the Bank, on the other, hereby forever release and forever discharge each other, and each of their respective predecessors, successors, affiliates, transferees, assigns, employees, managers, attorneys, accountants, agents and servants, and each of them, in all capacities, from any and all claims, demands, causes of action, liens, obligations, debts, damages, claims, suits, costs, fees,

judgments, and liabilities of every kind, nature and description, known and unknown, for or because of any matter or thing done, omitted or committed by each, or any of them, that are on account of, or that in any way relate to the facts and events giving rise to the Action (the "Released Matters").

4. Waiver Of Section 1542. The Parties are aware of the provisions of section 1542 of the California Civil Code, which is set forth below. The Parties hereby waive any (a) rights that such section may provide to them with respect to the Released Matters, and (b) application that such section (or any law of similar effect in any other state, country, territory or jurisdiction) may have to the releases in this Agreement, except this waiver shall not extend to the matters identified in Paragraph 5 below. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge and understand the significance and consequence of the foregoing waiver and hereby assume full responsibility for any injuries, damages, or losses that any of them may sustain by reason of such waiver. The foregoing waiver is hereby acknowledged to be a material term of this Agreement. Notwithstanding the generality of the foregoing, nothing contained herein will release any Party from liability arising from any breach of the obligations of such Party set forth herein.

5. Underlying Debt. Notwithstanding the foregoing releases and waivers, [REDACTED] acknowledges that this settlement (and Agreement) relates only to the Action, and does not affect, in any way, the Debt. [REDACTED] further acknowledges that Suttell (or others) may continue efforts to collect the Debt on behalf of the Bank, including without limitation the commencement of litigation against [REDACTED], and that this settlement (and Agreement) does not affect, in any way, any such future collection efforts.

6. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California, without regard to its choice-of-law principles.

7. Retention of Jurisdiction. The Parties hereby stipulate and agree that the Court in the Action (or its designee) shall have and maintain jurisdiction in order to enforce this Agreement.

8. Entire Agreement. The provisions of this Agreement constitute the entire agreement among and between the Parties and supersede all prior negotiations, proposals, agreements and understandings regarding the subject matter of this Agreement. The Parties hereto represent and acknowledge that in executing this Agreement, they do not rely and have not relied upon any representation or statement made by any of the Parties or by any of the Parties' agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.

9. Advice of Counsel. The Parties acknowledge that each of them has read this Agreement, has had the opportunity to discuss the contents of this Agreement with counsel, and that they have knowingly, willingly, and voluntarily entered into this Agreement.

10. Joint Preparation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement was prepared jointly by the Parties, and no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

11. Confidentiality. The terms of this Agreement shall be confidential. The Parties may disclose the terms of this Agreement to those persons with a need to know for purposes of preparing financial statements, or preparing and filing tax returns/information with the appropriate authorities. The Parties, their counsel, and their authorized agents, including accountants, tax consultants, and other professionals retained to advise or assist the Parties, are precluded from disclosing the terms of this Agreement to any third party, except as required by law or to enforce the settlement terms. If the Parties are contacted regarding the terms of this Agreement, they may only respond that the matter has been resolved.

12. Non-Disparagement. The Parties agree not to disparage one another, or otherwise make comments likely to be harmful to one another or their businesses, business reputation or personal reputation. The provisions of this paragraph shall not apply to testimony given in legal proceedings, testimony given as a witness in response to a lawful subpoena, court order or other compulsory legal process, statements or testimony made as a party or witness in any investigation or litigation, any disclosure required by law to be made by a Party, or the assertion of or defense against any claim of breach of this Agreement, and shall not require the Parties to make false statements or disclosures.

13. Fees and Costs. The Parties will each bear their own attorneys' fees and costs incurred in connection with prosecuting and/or defending the claims alleged in the Action. If any legal action or other proceeding is brought by any Party against any other Party related to the enforcement, validity or breach of this Agreement, the successful or prevailing Party (as determined by the Court having jurisdiction thereof) shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding from the unsuccessful or non-prevailing Party, in addition to any other relief to which the successful or prevailing Party might be entitled.

14. Modification. No modification of this Agreement shall be valid unless agreed to in writing by the Parties affected thereby.


15. No Admission of Liability. This Agreement, including the releases and other terms provided for herein, is made, executed, given and accepted as part of a compromise and settlement of the Action. No provision of this Agreement, nor any acceptance of the benefits thereof, by or on behalf of any of the Parties hereto, shall be construed or deemed to be evidence of an admission of any fact, matter, thing or liability of any kind to any other Party. Each of the Parties hereto denies any liability of any kind to any other Party for any purpose,


and this settlement is made solely and entirely as a compromise and for the purpose of fully and finally resolving the Action.

16. Execution in Counterparts. This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

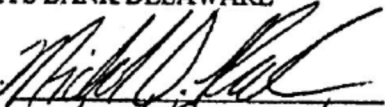
SHIRLEY LEE

SUTTELL & HAMMER, APC

Signature:   
Date: 2/21/2018

Signature:   
Name: Isaac Hammer  
Title: Partner  
Date: 3/16/18

BARCLAYS BANK DELAWARE

Signature:   
Name: Michael D Roberts  
Title: AVP  
Date: 3/8/18