

# **EXHIBIT A**

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this "Agreement") is entered into as of July 13 2009 (the "Effective Date") by and among (i) Chase Bank USA, N.A., including as acquirer of certain credit card accounts previously issued by and under the names Washington Mutual Bank and Provident National Bank (collectively, "Chase"), (ii) Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, The Consumer Law Center, LLC, Hess Kennedy Company Chartered, Consumer Recovery Team, Hess Kennedy Holdings Ltd., Legal Debt Center, Hess Kennedy Company, Laura Hess, Inc., Hess Kennedy, Legal Debt Center, LLC, Hess Kennedy Florida, Hess Kennedy Chartered, Hess Kennedy, LLC, Hess Kennedy Payment, Hess Kennedy Trust Company, The Consumer Law Center, LC, Hess Kennedy Florida, Hess Kennedy Trust Account, Global Payment Processing, LLC, and The Campos Chartered Law Firm (collectively, the "Hess Kennedy Entities"), and (iii) Daniel J. Stermer as receiver for the Hess Kennedy Entities (the "Receiver"). Chase, Hess Kennedy Entities, and the Receiver are sometimes referred to herein collectively as the "Parties."

### Recitals:

A. Pursuant to the *Ex-Parte Order Appointing Receiver*, dated July 18, 2008 (the "Receivership Order"), the Seventeenth Judicial Circuit Court of Broward County (the "Receivership Court") appointed the Receiver to serve as the receiver for the Hess Kennedy Entities in the matter *Office of the Attorney General v. Laura L. Hess, Esq., et al.*, Case No. 08-007686 (08) (the "Florida Action"). Pursuant to the Receivership Order, the Receiver has the power and authority to settle any claim asserted by or against any of the Hess Kennedy Entities. The Receiver has determined, after due and careful consideration and in the exercise of his professional business judgment, that this Agreement is in the best interests of the Hess Kennedy Entities.

B. Chase filed a civil action in the United States District Court for the District of Delaware, Civil Action No. 08-121-JJF (the "Delaware Action"), which civil action asserts various claims against one or more Hess Kennedy Entities and others who are not a party to this Agreement, including tort claims and claims to equitable relief.

C. The Parties wish to settle and forever resolve any and all claims between and/or among them that exist as of the Effective Date of this Agreement by entering into this Agreement. The Parties understand and have acknowledged that this Agreement will have no force or effect until such time as accepted and approved by the Receivership Court by entry of an Order substantially in the form of Exhibit B to this Agreement. Furthermore, the Parties to this Agreement agree and acknowledge that, if the Receivership Court does not accept and approve the Settlement (as defined below) exactly as presented by the Parties herein, any of the Parties may rescind this Agreement, at which time the Parties will be returned to their original positions as if no settlement had been reached and no releases had been exchanged.

D. Notwithstanding the breadth of this Agreement and the releases provided herein, such releases are not intended to and shall not (and do not) constitute a release of any person, individual, or entity other than as expressly set forth herein.

**Agreement:**

NOW, THEREFORE, in order to resolve the dispute between and/or among them, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows (the "Settlement"):

1. **Settlement Payment(s).** Except as provided expressly herein, the Parties have agreed to settle all claims between and/or among each other as follows:

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a. The Receiver will pay Chase the sum of Four Million and Four Hundred Thousand Dollars (\$4,400,000.00) ("Settlement Payment") via certified funds by hand delivery to counsel for Chase within one (1) business day of the Receivership Court's entry of an Order approving this Agreement, substantially in the form of Exhibit B (the "Approval Order").

b. The Receiver agrees to provide Chase with 33% of the proceeds of any recovery (*i.e.*, any payment on a judgment or settlement payment minus costs and expenses, other than attorneys' fees, directly related to the litigation) from the pending litigation commenced by the Receiver against The Credit Exchange, currently pending in the United States District Court, Southern District of Florida, Case No. 09-60223-CIV-ZLOCH/SNOW. The Receiver will provide these proceeds to Chase via wire transfer or certified funds via overnight delivery to counsel for Chase within five (5) business days of the Receiver's receipt of funds pursuant to settlement or judgment. The Parties acknowledge that it is their intention that this provision shall be given the broadest possible interpretation and that Chase shall be entitled to this percentage of any litigation, settlement or recovery of any funds from The Credit Exchange regardless of when the litigation was or is commenced or when the funds are recovered. Furthermore, the Parties acknowledge that, except for the Settlement Payment provided for above, this Agreement shall not entitle Chase to any funds currently held by any of the Hess Kennedy Entities as of July 13, 2009, that were received from consumers or clients of any of the Hess Kennedy Entities, including for use in negotiating their debt with creditors, other than funds due to Chase in the ordinary course of business pursuant to any Hess Kennedy Entities' debt management program

c. Notwithstanding the entry of the *Order Approving Claims Procedure* by the Receivership Court on October 13, 2008, Chase shall be entitled to all payments and other

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relief as provided herein, as and when required herein, without any obligation to comply with the rules and procedures for claimants in that Order. To the extent necessary or appropriate, this Agreement shall be considered compliance with any such rules and/or procedures.

d. The Parties expressly agree that the consideration paid by the Receiver pursuant to this Section 1 is in resolution of the pending litigation between the Parties, *i.e.*, the Delaware Action, and is not a payment to a creditor on behalf of any individual or entity other than the Hess Kennedy Entities.

2. **Approval Order.** The Hess Kennedy Entities, the Receiver and Chase agree to the entry of an order, substantially in the form of Exhibit B, to be entered in the Florida Action providing for a permanent injunction forever barring the Hess Kennedy Entities and their officers, directors, managers, and principals from now or at anytime in the future providing any debt settlement services, including any advertising or referral of any such services in regard to any of the Chase cardmembers (excluding any services provided under existing debt management contracts for current clients of any of the Hess Kennedy Entities, and any actions reasonably related to the wind down of the Hess Kennedy Entities).

3. **Chase Cardmembers.** Chase agrees to complete, within ninety (90) days of entry of the Approval Order (or such additional time as may be reasonably requested and approved by the Receiver), and subject to the provisions of Section 3.b. hereof, all steps necessary to effectuate the release of all the cardmembers for the accounts identified on Exhibit A hereto (hereinafter the accounts listed on Exhibit A shall be referred to as "Chase Cardmembers")<sup>1</sup> from any and all obligations owed (or claimed to be owed) to Chase or any

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<sup>1</sup> It is agreed that all references to "Chase Cardmembers" with an upper case "C" shall be references to the Chase Cardmembers identified in Exhibit A. All references to "Chase

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other entity on the accounts identified on Exhibit A as of July 13, 2009 (regardless of whether Chase has assigned the account to a third-party for collection). Chase shall use good faith efforts to complete all steps necessary to effectuate the release of the Chase Cardmembers as soon as practicable. The Parties do not intend for and Chase will not release the Chase cardmembers from any obligations owed by them to Chase other than the specifically identified account numbers of the Chase Cardmembers on Exhibit A hereto.

a. During the thirty (30) day period following entry of the Approval Order, and subject to the provisions of Section 3.b. hereof, Chase will use its best efforts to ensure that all collection efforts with respect to any of Chase Cardmembers' identified account numbers listed on Exhibit A hereto cease. Chase cannot and does not guarantee that collection efforts will cease by any specific date, but agrees to use its best efforts to cause such cessation to occur and be completed promptly. If the Receiver becomes aware that any efforts have been made to collect upon the specifically identified account numbers of the Chase Cardmembers listed on Exhibit A hereto, the Receiver will promptly notify Chase, and Chase will then have thirty (30) days from the date upon which it receives such notice from the Receiver in which to cure. Any payments Chase receives on or after July 13, 2009 from any Chase Cardmember on any of the accounts identified on Exhibit A hereto shall be refunded to the Chase Cardmember at issue within thirty (30) days of receipt.

b. During the sixty (60) day period following entry of the Approval Order, Chase will move to dismiss with prejudice any pending actions (including lawsuits, arbitrations and other legal proceedings) filed by Chase against any of the Chase Cardmembers regarding any obligation set forth on Exhibit A hereto, provided however that, during the sixty (60) day

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cardmembers" with a lower case "c" shall be references to all Chase cardmembers generally, including but not limited to the Chase Cardmembers.

period following entry of the Approval Order, any Chase Cardmember with a pending counterclaim(s) or action(s) (including lawsuits, arbitrations and other legal proceedings) against Chase regarding an obligation set forth on Exhibit A hereto, moves to dismiss such counterclaim(s) or action(s) in their entirety with prejudice. If a Chase Cardmember fails to file a motion to dismiss such counterclaim(s) or action(s) in their entirety with prejudice within the sixty (60) day time period, Chase will not release that Chase Cardmember from any and all of the obligations set forth on Exhibit A hereto and the specific account(s) at issue in the action(s) or counterclaim(s) will not be included in the definition of "Chase Cardmembers" as used herein.

c. Chase shall send requests to each of TransUnion, Experian, and Equifax (the "Credit Bureaus") to delete the tradelines associated with each account of the Chase Cardmembers listed on Exhibit A hereto within thirty (30) days of entry of the Approval Order and subject to the provisions of Section 3.b. hereto,. Moreover, Chase shall use good faith efforts to complete the process of sending such requests as soon as practicable. The Receiver acknowledges that the Credit Bureaus' processes for acting on Chase's request may take up to 120 days to be completed. Therefore, Chase cannot and does not guarantee that information relating to the accounts listed in Exhibit A will be removed from or suppressed in the Chase Cardmembers' credit reports by any specific date. If at any time following the thirty (30) days after Chase has sent the above-referenced requests the Receiver determines that one or more of the Credit Bureaus have not complied with Chase's request(s) as set out above, the Receiver will provide written notice of such determination to Chase as well as copies of any Credit Bureau reports for which the Receiver (or any Chase Cardmember) contends the tradeline(s) was not updated. Within thirty (30) days following receipt of such notice and reports, Chase will (i) re-contact the Credit Bureau(s) that have not updated the credit report(s) for the respective Chase

Cardmember and (ii) again request that the relevant customer accounts be updated as set forth above. The Receiver acknowledges that Chase shall have no liability for, and the Receiver may not predicate any claim, lawsuit, or complaint of any type against Chase for, the failure of any of the Credit Bureau(s) to delete the tradeline(s), provided Chase has sent the requests as required in this paragraph. Chase's agreement to delete tradelines does not constitute an admission of any kind that any data previously reported was incorrect in any fashion. In connection herewith, Chase shall issue any and all IRS Forms 1099(c) to encompass the entirety of any and all debt to be forgiven now or in the future concerning the Chase Cardmembers. The Chase Cardmembers shall solely be responsible for any and all tax implications relating to any forgiveness of debt provided herein. Neither the Receiver nor Chase offer any advice or consultation on the tax implications for the Chase Cardmembers as to the effect of the release and forgiveness of the obligations owed by the Chase Cardmembers.

d. Each of the Receiver and Chase shall designate a representative within thirty (30) days of the Effective Date to use best efforts to cooperate and facilitate the Parties' compliance with the obligations of this Section 3 and prompt response to any complaints or questions by Chase Cardmembers regarding this Agreement or the effect hereof.

4. **Resolution of Litigation.** The Parties agree to and stipulate to the prompt entry of the Consent Judgment attached hereto as Exhibit C in the Delaware Action. The Parties agree to use best efforts to effect the entry of the Consent Judgment set forth as Exhibit C, but the refusal of the Delaware Court to enter the proposed Consent Judgment shall in no way affect the validity of this Agreement. Within ten (10) days of the entry of the Approval Order, Chase and the Receiver will cause a stipulation of dismissal with prejudice of all remaining claims asserted by Chase against the Hess Kennedy Entities in the Delaware Action to be entered in the

Delaware Action. The Parties shall cooperate and use best efforts to effect the entry of a dismissal of all remaining claims asserted by Chase against the Hess Kennedy Entities in the Delaware Action.

a. The Parties agree and acknowledge that the Settlement and this Agreement shall have no effect or impact whatsoever on the Delaware Action, except that Chase's claims against the Hess Kennedy Entities are compromised and otherwise settled by this Agreement and will be dismissed or subject to a stipulated judgment as set forth herein. The Parties acknowledge further that Chase intends to preserve and continue to pursue any and all rights that it may have against any other parties to the Delaware Action (as well as any other parties yet unnamed) or any parties that may have liability arising out of the same or similar facts alleged in the Delaware Action.

b. Notwithstanding the foregoing or the release of the Receiver herein, the Receiver hereby agrees to continue to cooperate with Chase in the Delaware Action and/or in other pending or future matters, including but not limited to, cooperating with any and all discovery as may be reasonably requested by Chase in the Delaware action and/or in any other pending or future matters and making available to Chase any and all witnesses and documents reasonably requested for purposes of discovery or trial in the Delaware Action or any other pending or future matters. The Receiver further agrees that he will not destroy any document under his custody or control that is in any way necessary or pertinent to the Delaware Action and/or to any other pending or future matters of which Chase makes him aware and will take affirmative steps to preserve and protect such documents absent notice to Chase and the consent of the Receivership Court. The Receiver further agrees that he will take reasonable steps to make available any and all necessary witnesses under his current, future or past employ or

control for discovery and/or trial purposes in the Delaware Action and/or in any other pending or future matters as may be reasonably requested.

5. **Releases.** Subject to approval of the Settlement and payment of the Settlement Amount, the Parties hereby provide the following releases.

a. **The Receiver's Release.** The Receiver hereby remises, releases and forever discharges Chase and (a) its parents, affiliates, subsidiaries and divisions, (b) the predecessors, successors and assigns of Chase and its parents, affiliates, subsidiaries and divisions and (c) the current and past directors, officers, employees, attorneys, shareholders, members, agents, general partners and limited partners of Chase and each and all of the foregoing (Chase, (a), (b) and (c), individually and collectively, the "Chase Released Parties") of and from any and all obligations, liabilities, causes of action, suits, damages, claims, contracts, agreements, services, costs, attorneys' fees and demands of any kind, nature or description whatsoever, which the Receiver ever had, now has or hereafter can, shall or may have, against the Chase Released Parties, whether now known or unknown, at law or in equity, in contract or in tort, pursuant to statute or otherwise, and whether asserted or unasserted and liquidated or unliquidated, arising out of or relating to (i) the relationships, contractual or otherwise, between the Chase Released Parties and their cardmembers, (ii) the obligations identified on Exhibit A owed to Chase by any of the Chase Cardmembers, (iii) clients or customers of the Hess Kennedy Entities or the Receiver, (iv) the Delaware Action, (v) the Florida Action, or (vi) any other subject or matter of any kind, nature or description whatsoever, all of the foregoing occurring from the beginning of the world to the date hereof relating to the actions or conduct of the Hess Kennedy Entities.

b. The Hess Kennedy Entities' Release. The Hess Kennedy Entities hereby remise, release and forever discharge Chase and (a) its parents, affiliates, subsidiaries and divisions, (b) the predecessors, successors and assigns of Chase and its parents, affiliates, subsidiaries and divisions and (c) the current and past directors, officers, employees, attorneys, shareholders, members, agents, general partners and limited partners of Chase and each and all of the foregoing (Chase, (a), (b) and (c), individually and collectively, the "Chase Released Parties") of and from any and all obligations, liabilities, causes of action, suits, damages, claims, contracts, agreements, services, costs, attorneys' fees and demands of any kind, nature or description whatsoever, which the Hess Kennedy Entities ever had, now have or hereafter can, shall or may have, against the Chase Released Parties, whether now known or unknown, at law or in equity, in contract or in tort, pursuant to statute or otherwise, and whether asserted or unasserted and liquidated or unliquidated, arising out of or relating to (i) the relationships, contractual or otherwise, between the Chase Released Parties and their cardmembers, (ii) the obligations identified on Exhibit A owed to Chase by any of the Chase Cardmembers, (iii) clients or customers of the Hess Kennedy Entities or the Receiver, (iv) the Delaware Action, (v) the Florida Action, or (vi) any other subject or matter of any kind, nature or description whatsoever, all of the foregoing occurring from the beginning of the world to the date hereof relating to the actions or conduct of the Hess Kennedy Entities.

c. Chase's Release of the Receiver. Chase hereby remises, releases and forever discharges the Receiver and (a) the Receiver's predecessors, successors and assigns and (b) the current and past employees, attorneys, and agents of the Receiver of and from any and all obligations, liabilities, causes of action, suits, damages, claims, contracts, agreements, services, costs, attorneys' fees and demands of any kind, nature or description whatsoever, which Chase

ever had, now has or hereafter can, shall or may have, against the Receiver, whether now known or unknown, at law or in equity, in contract or in tort, pursuant to statute or otherwise, and whether asserted or unasserted and liquidated or unliquidated, arising out of or relating to (i) the relationships, contractual or otherwise, between the Chase Released Parties and their cardmembers, (ii) the obligations identified on Exhibit A owed to Chase by any of the Chase Cardmembers, (iii) clients or customers of the Hess Kennedy Entities or the Receiver, (iv) the Delaware Action, (v) the Florida Action, or (vi) any other subject or matter of any kind, nature or description whatsoever, all of the foregoing occurring from the beginning of the world to the date hereof relating to the actions or conduct of the Hess Kennedy Entities.

d. Chase's Release of its Cardmembers. Chase hereby remises, releases and forever discharges the Chase Cardmembers identified on Exhibit A (the "Released Cardmembers") of and from any and all obligations, liabilities, causes of action, suits, damages, claims, contracts, agreements, services, costs, attorneys' fees and demands of any kind, nature or description whatsoever, which Chase ever had, now has or hereafter can, shall or may have, against the Released Cardmembers, whether now known or unknown, at law or in equity, in contract or in tort, pursuant to statute or otherwise, and whether asserted or unasserted and liquidated or unliquidated, arising out of or relating to the obligations identified on Exhibit A hereto owed to Chase by any of the Released Cardmembers.

e. Chase's Release of Hess Kennedy Entities. Chase hereby remises, releases and forever discharges the Hess Kennedy Entities of and from any and all obligations, liabilities, causes of action, suits, damages, claims, contracts, agreements, services, costs, attorneys' fees and demands of any kind, nature or description whatsoever, which Chase ever had, now has or hereafter can, shall or may have, against the Hess Kennedy Entities, whether

now known or unknown, at law or in equity, in contract or in tort, pursuant to statute or otherwise, and whether asserted or unasserted and liquidated or unliquidated, arising out of or relating to (i) the relationships, contractual or otherwise, between the Chase Released Parties and their cardmembers, (ii) the obligations identified on Exhibit A owed to Chase by any of the Chase Cardmembers, (iii) clients or customers of the Hess Kennedy Entities or the Receiver, (iv) the Delaware Action, (v) the Florida Action, or (vi) any other subject or matter of any kind, nature or description whatsoever, all of the foregoing occurring from the beginning of the world to the date hereof relating to the actions or conduct of the Hess Kennedy Entities.

f. The Parties expressly acknowledge that the foregoing releases do not constitute releases of any of their obligations under this Agreement.

g. Exclusions. Notwithstanding the foregoing releases, the Parties expressly exclude the following persons and/or entities from the effect of any of the releases: (i) Edward Cherry, Laura Hess, Eric Siverson, Home Plate Consultants, LLC, Self Made, LLC, Christopher Meyers, Joseph Jacucci, Jeffrey Campos, Edward Kennedy, Keith Anderson Nelms, Allegro Law, LLC, Allegro Financial Services, LLC, AmeriCorp, Inc., The Achievable, LLC, and Timothy McCallan and (ii) the Chase cardmembers to the extent that they owe obligations to Chase other than with respect to the Chase Cardmember accounts specifically identified in Exhibit A hereto.

h. Representations. Each of the Parties warrant that they have entered into this Agreement with the advice and guidance of counsel, freely and without any duress, economic and/or otherwise. Chase specifically represents that it has the authority to enter into this Agreement as to each of the Chase Cardmember accounts listed on Exhibit A hereto. This Agreement (and the releases contained herein) shall only affect the conduct of the Hess Kennedy

Entities through and up to July 13, 2009, and, in no way affects any tortious conduct, if any, by any of the Hess Kennedy Entities occurring after that date. Chase shall not be precluded or prohibited from pursuing any claims or recovery from any of the Hess Kennedy Entities for any tortious or other conduct by such entities occurring after July 13, 2009.

6. **Jurisdiction.** This Agreement shall be approved by the Receivership Court, which shall retain continuing jurisdiction over this matter. Specifically, upon approval of this Agreement, the Receivership Court shall enter the Approval Order, which shall provide expressly that the Receivership Court shall maintain jurisdiction over all Parties to the Agreement for purposes of interpreting and enforcing the provisions hereof. Similarly, the Approval Order shall expressly and unambiguously provide that any civil action (a) brought to enforce, challenge or interpret this Agreement, (b) arising from or related to this Agreement, or (c) arising from or related to any obligation of Chase in regard to the Chase Cardmember accounts identified on Exhibit A hereto shall be filed only in and with the Receivership Court. The Approval Order shall provide expressly that the Receiver is and will be a necessary party to any future action brought to challenge or interpret this Agreement, including but not limited to, any action taken in furtherance of this Agreement, regardless of whether such future action is brought solely by or against Chase.

7. **Additional Relief.** Any press release issued by Chase or the Receiver relating to the terms of this Agreement must be approved by the other party prior to the issuance of any such release (which consent shall not be unreasonably withheld). The Receiver (and the Hess Kennedy Entities) expressly agree and covenant that each of them shall make no contact whatsoever with any Chase cardmembers and by executing this Agreement are hereby precluded, prohibited and enjoined from any future or additional contact or correspondence of any kind with

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the Chase cardmembers, except as reasonably necessary in the performance of this Agreement or the furtherance of the wind down and/or claims process including, without limitation, as approved and/or ordered by the Receivership Court or otherwise approved by Chase. Notwithstanding the foregoing, nothing herein shall prevent the Receiver from (a) responding to any requests or inquiries from the Chase Cardmembers, (b) notifying the Chase Cardmembers regarding the claims process, the objections process, and issues incidental thereto, or otherwise pursuant to any Orders of the Receivership Court, or (c) notifying the Chase Cardmembers that (i) obligations owed (or claimed to be owed) to Chase have been released and forgiven (but only to the extent such obligations are set forth in Exhibit A hereto), and (ii) Chase has submitted to the appropriate Credit Bureaus requests for tradeline deletions regarding the accounts of the Chase Cardmembers listed on Exhibit A hereto. Moreover, nothing herein shall prevent Chase from responding to any requests or inquiries from the Chase Cardmembers. The Receiver shall provide to Chase a copy of any form correspondence proposed to be sent by the Receiver to Chase Cardmembers pursuant to this paragraph and shall allow Chase a reasonable opportunity to comment prior to dissemination of the correspondence (which comments the Receiver will consider in good faith)

8. **Notice.** Any Notice permitted or required to be provided to either party pursuant to this Agreement is satisfied and notice is deemed provided by sending the required notice and/or documents and materials via email to the respective persons at the respective addresses:

For Chase

JPMORGAN CHASE & CO.  
Legal and Compliance Department  
1985 Marcus Avenue, 2<sup>nd</sup> Floor  
New Hyde Park, NY 11042  
Attn: Gail Siegel  
Phone: 516.574.6140  
Email: gail.siegel@chase.com

JPMORGAN CHASE & CO.  
Legal and Compliance Department  
10 S. Dearborn Street, IL1-0287  
Chicago, IL 60603  
Attn: James M. Wyman  
Phone: (312) 732-4885  
Email: james.m.wyman@jpmchase.com

BALLARD SPAHR ANDREWS &  
INGERSOLL  
919 N. Market Street, 12<sup>th</sup> Floor  
Wilmington, DE 19801  
Attn: Beth Moskow-Schnoll, Esquire  
Phone: 302.252.4447  
Email: moskowb@ballardspahr.com

For the Receiver

BERGER SINGERMAN  
350 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, FL 33301  
Attn: Rene Harrod, Esquire  
Phone: 954.525.9900  
Email: rharrod@bergersingerman.com

Receiver Daniel J. Stermer  
6600 NW 16<sup>th</sup> Street, Suite 11  
Plantation, Florida 33313  
Phone: 954.321.3388 x14  
Email: dstermer@LBFMiami.com

9. Warranties and Additional Covenants. The Parties hereby agree, warrant, and covenant as follows:

a. Each of the Parties expressly acknowledges that in executing this Agreement they do not rely, and have not relied, on any representation and/or statement not set forth herein made by any Party or any agent, representative and/or attorney of any other Party.

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b. The releases contained in this Agreement are intended to be and shall be general or complete releases and shall not be subject to any claim of mistake of fact and/or law by any Party; and furthermore that such releases express a compromise, settlement and release of the claims asserted by or between Chase and the Hess Kennedy Entities as well as the obligations listed on Exhibit A hereto owed by the Chase Cardmembers.

c. The consideration received by each Party to the settlement in exchange for the releases and the other consideration recited herein is fair, reasonable and otherwise adequate, and supports fully the mutual undertakings, obligations, and agreements of each of the Parties.

d. Each Party is solely responsible for any and all potential and/or actual tax consequences it may incur associated with this Agreement, as well as any and all liens and/or subrogation interests held by any person, group of persons and/or entity with respect to any and all consideration exchanged as a part of the Settlement.

e. All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary and/or appropriate to give full force and effect to the terms and intent of this Agreement.

f. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and/or assigns.

g. This Agreement sets forth the entire agreement of the Parties with respect to its subject matter. The Parties expressly acknowledge that no other writing and no oral communication in any way amends, modifies, changes, clarifies and/or explains any of the provisions of this Agreement. The Parties acknowledge and agree that Chase has made no representations whatsoever regarding the tax effect, taxability and/or tax consequences of (i) the

payment made to Chase as a part of this Agreement or (ii) the forgiveness of debt to be provided to the Chase Cardmembers.

h. The terms of this Agreement are contractual and not merely a recital. This Agreement shall be governed by the substantive law of the State of Florida, without reference to its conflict of laws provisions; provided, however, that Chase's relationships with its credit card customers and as to their Chase accounts are and shall continue to be governed by the governing law provisions of the applicable cardmember agreements (generally the law of the State of Delaware and, as applicable, federal law). Accordingly, it is the intent of the Parties that this Agreement be construed as a release of tort claims under the laws of the State of Florida and the State of Delaware, and that it only be accordingly interpreted.

i. The Parties further acknowledge that the effectiveness of the agreements and obligations herein are subject to and expressly conditioned upon the entry of the Approval Order on or before July 20, 2009. In the event that this Agreement is not approved by the Receivership Court and/or the Approval Order is not entered on or before July 20, 2009, this Agreement shall be moot and of no effect whatsoever, and all Parties are released from any obligations hereunder, unless the Parties agree in writing to an extension to the aforementioned deadline.

j. The Parties further acknowledge and agree that to the extent of an inconsistency between the terms of this Agreement and the Approval Order as entered, the terms of the Approval Order shall govern, subject to Recital ¶C., which is expressly incorporated herein.

k. Each Party to this Agreement shall bear its/his own attorneys' fees, costs and expenses.

Done this the 13<sup>th</sup> day of July, 2009.

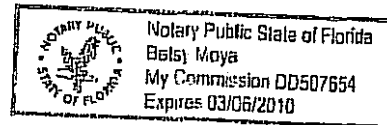
[Signature]  
Daniel J. Stermer, as the Receiver

STATE OF FLORIDA )  
COUNTY OF Broward )

I, Betsy Moya, a Notary Public in and for said County and State, hereby certify that Daniel J. Stermer, whose name is signed to the foregoing Settlement and Release Agreement, and who is known to me, acknowledged before me this day that being informed of the contents thereof, he voluntarily executed the same as the court-appointed receiver for the Hess Kennedy Entities on the day of its date.

Given under my hand and seal this the 13<sup>th</sup> day of July, 2009.

[Signature]  
Notary Public  
My Commission Expires: 03/06/2010



[Handwritten mark]

*[Handwritten Signature]*

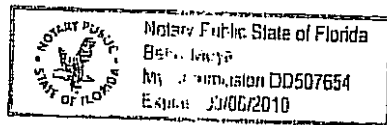
Daniel J. Stermer, as Legal Representative of Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, The Consumer Law Center, LLC, Hess Kennedy Company Chartered, Consumer Recovery Team, Hess Kennedy Holdings Ltd., Legal Debt Center, Hess Kennedy Company, Laura Hess, Inc., Hess Kennedy, Legal Debt Center, LLC, Hess Kennedy Florida, Hess Kennedy Chartered, Hess Kennedy, LLC, Hess Kennedy Payment, Hess Kennedy Trust Company, The Consumer Law Center, LC, Hess Kennedy Florida, Hess Kennedy Trust Account, Global Payment Processing, LLC, and The Campos Chartered Law Firm

STATE OF FLORIDA )  
COUNTY OF Broward )

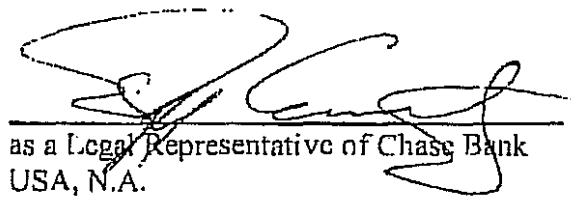
I, Betsy Moya, a Notary Public in and for said County and State, hereby certify that Daniel J. Stermer, whose name is signed to the foregoing Settlement and Release Agreement, and who is known to me, acknowledged before me this day that being informed of the contents thereof, he voluntarily executed the same as the Legal Representative of Laura Hess & Associates, P.A., Hess Kennedy Chartered LLC, The Consumer Law Center, LLC, Hess Kennedy Company Chartered, Consumer Recovery Team, Hess Kennedy Holdings Ltd., Legal Debt Center, Hess Kennedy Company, Laura Hess, Inc., Hess Kennedy, Legal Debt Center, LLC, Hess Kennedy Florida, Hess Kennedy Chartered, Hess Kennedy, LLC, Hess Kennedy Payment, Hess Kennedy Trust Company, The Consumer Law Center, LC, Hess Kennedy Florida, Hess Kennedy Trust Account, Global Payment Processing, LLC, and The Campos Chartered Law Firm on the day of its date.

Given under my hand and seal this the 13<sup>th</sup> day of July, 2009.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 03/06/2010



*[Handwritten Initials]*

  
as a Legal Representative of Chase Bank  
USA, N.A.

STATE OF DELAWARE )  
 )  
COUNTY OF NEW CASTLE )

I, Barbara Harris Notary Public in and for said County and State, hereby certify that Jeff Courtney, whose name is signed to the foregoing Settlement and Release Agreement and who is known to me, acknowledged before me this day that being informed of the contents thereof, he/she voluntarily executed the same as a Legal Representative of Chase Bank USA, N.A. on the day of its date.

Given under my hand and seal this the 13 day of July, 2009.

Barbara Harris  
Notary Public  
My Commission Expires: Nov. 25, 2010

Ben McSchroll  
Attorney for Chase Bank USA, N.A.

BARBARA A. HARRIS  
NOTARY PUBLIC  
STATE OF DELAWARE  
MY COMMISSION EXPIRES NOV. 25, 2010

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