Docusign Envelope ID: 01EB20BE-84CF-47D1-B0E2-5FFCB1D5D356

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

----------X

[redacted],

Index No.: [redacted]

Plaintiff,

STIPULATION
OF SETTLEMENT

-against-

[redacted]

Defendants.

----------X

This Stipulation of Settlement (the "Agreement"), is made and entered into [redacted] and [redacted] (collectively referred herein as "Defendants"), and [redacted] ("[redacted]" or "Plaintiff") (Plaintiff and Defendants are collectively referred herein as the "Parties"), as of this March 11, 2025.

I. RECITALS

WHEREAS, the Parties entered into a Merchant Cash Advance Agreement ("MCA Agreement") by which [redacted] purchased, and Defendants sold, the future receivables of Defendants;

WHEREAS, Plaintiff alleges that Defendants have defaulted under the terms of the MCA Agreement;

WHEREAS, Defendants acknowledge that Defendants have defaulted under the terms of the MCA Agreement;

WHEREAS, Plaintiff has filed an action on September 30, 2024 in the Supreme Court of the State of New York, Kings County, index no. [redacted] (the "Action") for the amount owed to Plaintiff, as well as attorneys fees, costs, and disbursements, pursuant to the MCA Agreement.

WHEREAS, the Parties wish to settle any claims, causes of action, rights and/or remedies, that were asserted, could have been asserted, should have been asserted and/or may exist from the beginning of time through the end of the world relating to the facts and circumstances arising from this Agreement and the terms set forth below.

Docusign Envelope ID: 01EB20BE-84CF-47D1-B0E2-5FFCB1D5D356

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and fully intending to be legally bound by this Agreement, the Parties mutually agree and contract as follows:

II. SETTLEMENT AGREEMENT AND RELEASE.

A. Settlement Amount and Schedule.

As of the date of this Settlement Agreement, Defendants will pay Plaintiff the sum of $5,000 ("Settlement Funds") via the following schedule:

1. **$4,000 via wire to [redacted] (or via Zelle / QuickPay to [redacted] due on or before March 14, 2025; and**
2. **$1,000 via wire to [redacted] (or via Zelle / QuickPay to [redacted] due on or March 28, 2025**

B. Discontinuing the Action.

Upon the receipt of the full Settlement Funds, Plaintiff shall file a notice of discontinuance.

C. No Right To Cure.

Payment of the Settlement Funds shall be with Time of the Essence and Defendants shall not be afforded a cure period.

D. Default Under Agreement.

Pursuant to CPLR 3215(i), in the event Defendants fails to comply with this Agreement, Plaintiff shall have the right to enter judgment (the "Judgment") without further notice in the amount of $12,791.87 with Plaintiff providing to Defendants a credit for all monies paid under this Agreement, together with prejudgment interest of 16% from September 26, 2024, costs and disbursements, incurred by Plaintiff in connection with the Action and entering the Judgment.

E. Mutual Release.

Defendants, together with their respective successors, licensees, assigns, partners, subsidiaries, parents, affiliates, divisions, co-venturers, shareholders, officers, directors, employees, agents, accountants, attorneys, representatives, consultants and any and all other persons, corporations or other entities acting under the supervision, direction, control or on behalf of any of the foregoing (hereinafter the " Defendants Releasors"), in consideration of this Agreement, do hereby release and forever discharge [redacted], together with their respective successors, licensees, assigns, subsidiaries, parents, affiliates, divisions, co-venturers, partners,