

STIPULATION AND SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Settlement Agreement") is entered into as of October 03, 2018 (the "Execution Date"), by and between [REDACTED] LLC ("PLAINTIFF") and [REDACTED] FUNERAL HOME, LLC ("Corporate Defendants") and LYDIA JANE GEARHART together with Corporate defendants ("Defendants") (collectively, the "Parties").

WITNESSETH

WHEREAS, the parties to this Agreement desire to settle those matters which are the subject of Supreme Court Orange County Index Numbers [REDACTED] according to the following terms and conditions; and

WHEREAS, the Parties agree that Judgment was entered in favor of PLAINTIFF and as against the Defendants in the amount of \$40,759.58. ("Judgment Balance"), and

WHEREAS, the parties have agreed to the terms of settlement as set forth below,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Payment of Outstanding Debt. The Parties agree that if the Defendants do not breach this Agreement the Plaintiffs will accept \$18,000.00 as payment in full (the "Settlement Amount"). Defendants agree to pay the Outstanding Obligation in full as follows:

(a) \$3,000.00 via ACH, to be initiated on or before 10/28/2018

(b) \$1,500.00 monthly payments via ACH, to be initiated on or before 11/28/2018 and on the 28th of the month thereafter until settlement balance has been paid in full;

2. There shall be no cure period. If any payment is not received on the aforementioned dates, plaintiff shall have leave to execute its Judgment less any payments made hereunder.

3. Plaintiffs obligations are conditioned on the fact that there are no other funds on hold by way of restraint, lien or any other method of the Plaintiff, other than funds that described explicitly in this agreement. If it becomes known that there are funds on hold that the Defendants did not disclose to Plaintiff, said failure to disclose will be deemed a breach of this Agreement and Plaintiff will have all remedies afforded it by Paragraph 2 of this agreement.

4. Jurisdiction - The Agreement is governed by the laws of the State of New York, and proper venue for any action which may be brought under this Agreement shall be in the Supreme Court of the State of New York.

4. Forbearance / Stay of Litigation in the Event of Full Compliance and Payment. Providing full compliance with the terms of this Agreement, the actions set forth in this Agreement shall stay any further legal action.

5. Effective Date. The Agreement shall become binding and be closed by the execution hereof by all parties.

6. Waiver of Plaintiff's Liability. Upon the Effective Date, the Defendants for itself and on behalf of all parents, divisions, subsidiaries, affiliates, related entities, representatives, successors, directors, officers, owners, agents, employees, insurance carriers, attorneys and assigns, hereby releases and forever discharges PLAINTIFF and its respective parents, divisions, subsidiaries, affiliates, related entities, representatives, successors, directors, officers, owners, agents, employees, insurance carriers, attorneys and assigns of and from any and all claims, counterclaims, demands, damages, debts, liabilities, accounts, actions, causes of action and suits, known or unknown, liquidated or contingent, arising from, which may arise in the future from, or which are related in any manner to the Confession of Judgment or the underlying Agreement, including any claims that were or could have been asserted, other than Plaintiff's obligations under this

Settlement Agreement. Defendants. Defendants acknowledges that any and all legal claims it maintains must be brought by a breach of this settlement agreement.

7. Waiver of Defendant's Liability. Upon the receipt of all payments, the Plaintiff waives all legal rights and claims as to the Confession of Judgment and the underlying Agreements that the debt arose from. Plaintiff acknowledges that any and all legal claims it maintains must be brought by a breach of this settlement agreement, and releases Defendants from any claims Plaintiff may have against Defendants from the beginning of time until this day.

8. Execution and Delivery of Documents. The Parties agree that they respectively shall, upon request by another party to this Agreement, execute and deliver promptly any and all such documentation, or documents of any and every kind and character as may be reasonably required, necessary or proper for the purpose of giving full force and effect to this agreement and to the covenants, conditions, and agreements contained herein. Furthermore, the parties agree to cooperate and to do all things necessary to accomplish the intention of this agreement.

9. Incorporation by Reference. Recitals. All documents referred to in this Agreement are made a part hereof and incorporated herein by reference.

10. Copies. Any true executed copy of the Agreement shall be deemed to constitute an original of the same.

11. Construction and Interpretation. No provision in this Agreement shall be interpreted for or against another party because that party's attorney drafted such provision.

12. Entire Agreement. This Agreement represents the full, complete and entire agreement between the parties. This Agreement may only be modified in writing, accepted, and approved in writing by all Parties.

13. Attorney Review. Defendants acknowledge they had ample time to consult with an attorney of its choosing with respect to the terms of this Agreement, and has been advised to do so.

Signature Page to Follow

IN WITNESS WHEREOF, this Stipulation and Settlement Agreement has been agreed to and executed by the undersigned this 11 day of October, 2018.



LYDIA LANE GEARHART



F.L. SIMS FUNERAL HOME, LLC

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