

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

-----X

[REDACTED]

Plaintiff,

-against-

[REDACTED]

Defendant(s).

Index No. [REDACTED]

STIPULATION
OF SETTLEMENT

-----X

It is stipulated and agreed by and between the parties in the above caption that this action is entirely settled on the following terms and conditions as to:

1. Defendants ("Defendants" herein) hereby admit due service of the Summons and Complaint ("Complaint") in this action, withdraw any claims or Counterclaims relating to the cause of action in the underlying Complaint (whether or not asserted), but nevertheless submits Defendants(s)' person and the subject matter of this action to the jurisdiction and venue of this Court, and admits the allegations in the underlying Complaint.
2. Defendants outstanding balance as of the date of this Stipulation of Settlement Agreement is \$51,522.20 (Total due" plus interest and disbursements). Defendants shall pay the settlement balance due of \$25,000.00 payable to [REDACTED] as follows:
Defendants shall submit \$4,341.57 via three different third party credit card processing companies with signed and notarized direction letters for funds, followed by monthly installments of \$1,373.40 to commence on May 29, 2024 and will continue on the 29th of each consecutive month until the settlement balance is paid in full. **If any due date falls on a legal holiday, then that payment shall be due the first day thereafter that is not a Saturday, Sunday, or legal holiday.**
3. Settlement Payments shall be made to the account of the Plaintiff.
4. Upon default by Defendants, including, but not limited to: failure to pay as described in paragraph 2 above, payment returned as "NSF Insufficient Funds" or R08 Account Blocked, Plaintiff may proceed

pursuant to CPLR §3215(i) for the amount specified in paragraph 2 ("Total due" plus interest and disbursements), crediting the Defendants with payments made hereunder, if any. Defendants shall have two (2) business days to cure any default in payment, which shall be noticed by providing emailed written notice of the default to Defendants at [REDACTED]

5. Upon full and final payment by Defendants in accordance with the terms of this Stipulation of Settlement, Plaintiff shall file a notice of discontinuance with the Clerk of the Court and terminate all UCC filings and liens.
6. Notwithstanding the method of transmission, this Stipulation of Settlement is not valid unless executed by both Plaintiff and Defendant(s) and, until executed by the Plaintiff, shall not constitute an offer or acceptance.

DATE: _____

DATED _____,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] individually and on behalf

of
[REDACTED]

Defendant(s) hereby acknowledge(s) that Defendant(s) has (have) read and understand(s) the terms of this Stipulation of Settlement, is (are) aware of Defendants' right to be represented by an attorney and/or obtain legal counsel relative to this action and the terms of this Stipulation of Settlement, and knowingly and voluntarily sign this Stipulation of Settlement

[REDACTED]

[REDACTED] individually and on behalf of

[REDACTED]

STATE OF [REDACTED])

COUNTY OF [REDACTED]) SS.:

On [REDACTED] before me, the undersigned, a Notary Public in and for said State, personally appeared [REDACTED], personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

[REDACTED]

[REDACTED]