

[REDACTED]

STELLAR CAPITAL LLC,

Plaintiff,

-against-

[REDACTED]

Defendants.

[REDACTED]

**STIPULATION OF
SETTLEMENT**

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 and claims or Counterclaims relating to the cause of action in the underlying Complaint (whether or not asserted), by nevertheless submits Defendant(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 \$15,704.00 (“Total Due” plus interest and disbursements). Defendants shall pay the sum of \$8,000.00 (the “outstanding balance”) on a monthly basis commencing on May 29th, 2026, until the Settlement Amount has been paid in full, payable to “Lexington Recovery, LLC as representative” 222 W 37th Street, New York, New York 10018 as follows: monthly installments of \$2,000.00 commencing on May 29th, 2026, and continuing on the 29th of every month thereafter, until the outstanding balance (\$8,000.00) is paid in full. All payments shall be made by ACH debit pursuant to the authorization and banking information provided in Appendix I, which is incorporated herein by this reference. **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. Upon default by Defendants, including, but not limited to: failure to pay as described in paragraph 2 above, payment returned as “NSF Insufficient Funds”, R08 Account Blocked, or similar reason, Defendants shall be responsible for all costs incurred by

Plaintiff in connection with collecting or processing failed payments, including, but not limited to, ACH rejection fees, bank fees, and any other reasonable collection costs. Plaintiff may proceed pursuant to CPLR §3215(i) for the Total Due, being the amount specified in paragraph 2, plus interest and disbursements, crediting the Defendants with payments made hereunder, if any. Defendants shall have one (1) business day to cure any default in payment, which shall be noticed by providing an e-mail written notice of default to Defendants [REDACTED]

4. If the default is not cured within such one (1) business day period, then, without further notice to Defendants, Plaintiff shall be entitled to enter judgment against Defendants pursuant to CPLR § 3215(i) for the Total Due, being the full amount set forth in paragraph 2, together with contractual interest, costs, and disbursements, less any payments actually received and cleared.
5. Defendants expressly waive any further notice of application for judgment, any additional demand, and any right to further notice prior to entry of such judgment upon non-cure of default. Defendants further consent to the immediate filing of an Affidavit of Non-Compliance and entry of judgment by the Clerk without further court order.
6. 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.
7. 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.

Dated: 05 / 07 / 2026

[REDACTED]

[REDACTED]

[REDACTED]