

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF RICHMOND

CASH VILLAGE NY LLC,

Plaintiff,

-against-

██████████ CONSULTANTS, INC ██████████

Defendants.

Index No. ██████████

STIPULATION OF SETTLEMENT

44%
MERCHANT
CASH
ADVANCE
LAW SUIT

1. IT IS HEREBY STIPULATED AND AGREED, by and between the parties appearing herein, that defendants waive any objections, defenses or claims with regard to jurisdiction of this Court.

2. IT IS FURTHER STIPULATED AND AGREED that defendants waive any objections, defenses, or claims that were, or could have been, asserted in this action, whether known or unknown;

3. IT IS FURTHER STIPULATED AND AGREED that plaintiff will forbear from taking action to further enforce the judgment entered herein so long as defendants comply with the settlement terms set forth below;

4. IT IS FURTHER STIPULATED AND AGREED that plaintiff shall accept in full settlement of its claims asserted herein, the sum of \$12,000.00 to be paid by defendants according to the following payment schedule:

- a) An \$8,500.00 down payment via conditional release of funds from Defendant's bank account(s) by defendant filling out the annexed conditional release and returning to a notarized copy to plaintiff within 10 days;
- b) 5 payments of \$700.00 each beginning October 15, 2017 and on the 15th day of each month thereafter, until \$12,000.00 has been fully satisfied. All remittances shall be payable to "Joseph I. Sussman, P.C." at "333 Pearsall Avenue, Suite 205, Cedarhurst, NY 11516" and at defendants' request may be initiated via debit entries to defendants' bank account via Automatic Clearing House (ACH).

5. IT IS FURTHER STIPULATED AND AGREED, that judgment creditor agrees to waive any remaining judgment balance beyond the settlement amount and any post judgment statutory interest that