

VOX FUNDING, LLC,

*Plaintiff,*

– against –



*Defendants.*

Index No. 610142/2024

STIPULATION OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, that the action (the “Action”) between plaintiff, VOX FUNDING, LLC (the “Plaintiff”), and defendants, [REDACTED] (the “Merchant”) and [REDACTED] (the “Guarantor” and collectively with Merchant, the “Defendants” and along with the Plaintiff are hereby referred to as the “Parties”) is hereby compromised, settled and resolved in accordance with the following terms and conditions:

1. In consideration for Plaintiff’s entry into this Stipulation and in full satisfaction of Plaintiff’s claims herein against the Defendants, the Defendants shall pay Plaintiff the total sum of \$70,755.25 (the “Settlement Sum”), to be received in accordance with Paragraph #2 of this Stipulation of Settlement (the Stipulation”).
2. Defendants, in full and final satisfaction of the Settlement Sum, agree to pay

Plaintiff as follows:

- a. Defendants shall remit to Plaintiff:
  - i. one hundred forty-three (143) consecutive weekly payments each in the sum of Four Hundred Ninety-One Dollars 35/100 (\$491.35); and

ii. followed by one (1) final payment in the sum of Four Hundred Ninety-Two Dollars 20/100 (\$492.20) (each a “Weekly Payment” and collectively, the “Weekly Payments”).

b. The Weekly Payments, as set forth in Paragraph Numbered “2”, subsections (a) (i) through (a)(ii), shall be due on the Thursday of each consecutive week commencing June 27, 2024, and continuing thereafter until the timely full remittance and clearance of all payments to be made in satisfaction of the Settlement Sum.

c. Upon the execution of this Stipulation, Defendants shall pay each of the Weekly Payments by wire transfer in accordance with the wire instructions reflected on the attached Exhibit “A”.

Plaintiff reserves all its rights and remedies under the law in enforcing its claims against Defendants should they default in any of the provisions provided herein. A default under this Stipulation shall be considered to have occurred if Defendants; (i) default in any payment, when due, of any portion of the Settlement Sum; (ii) become insolvent; (iii) have a bankruptcy, insolvency or receivership proceeding instituted by or against it/him/her (or similar proceeding under law analogous in purpose and effect). Defendants waive any and all notice of default under this Stipulation.

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The Defendants hereby acknowledge service upon them of the summons and complaint in the Action (as defined below) and also acknowledge the personal jurisdiction of the Court with respect to the Action.

In the event that the Defendants default in making the payments called for by this Stipulation, Plaintiff without further notice shall be entitled to immediately submit for entry a judgment for the amounts sought in the Complaint pursuant to CPLR § 3215(i), giving credit for any amounts paid by the Defendants under this Stipulation.

6. The Defendants are jointly and severally liable for the payment of the Settlement Sum to Plaintiff and admit that as of the date of this Stipulation, the Settlement Sum is due and

owing to the Plaintiff without setoff, defense or any claim to the contrary, which claim to the extent it existed prior to the date of this Stipulation is hereby waived and released.

Provided Defendants have not defaulted under the terms of this Stipulation, within seven (7) business days of the timely full remittance and clearance of all payments to be made in satisfaction of the Settlement Sum, Plaintiff will prepare and email to Defendants (at the email address to be provided to Plaintiff) a Uniform Commercial Code (“UCC”) Termination Statement of the UCC-1 Financing Statement filed against Merchant on February 1, 2024, file no.: “[REDACTED]”

Provided Defendants have not defaulted under the terms of this Stipulation, within seven (7) business day of the timely full remittance and clearance of all payments to be made in satisfaction of the Settlement Sum, Plaintiff will prepare and file a Notice of Discontinuance of the action pending in the Supreme Court of the State of New York, County of Nassau, Index No. “[REDACTED]” (the “Action”).

9. This Stipulation shall be binding on the parties, their heirs, administrators, successors and assigns.

The language of all parts of the provisions of this Stipulation shall in all cases be construed as a whole, extending to its fair meaning and not strictly for or against any of the parties. The Parties agree that, in consultation with their attorneys, they have prepared and approved the language of the provisions of this Stipulation and that should any dispute arise concerning the interpretation of any such provision hereof, neither party shall be deemed the drafter, nor shall any such language be presumptively construed in favor of or against either party.

11. In consideration for the Plaintiff’s entry into this Stipulation, the Defendants hereto mutually, jointly and severally, hereby release the Plaintiff, its successors and assigns,

predecessors, members, attorneys, agents, officers, agents, directors and employees from any and all claims, debts, contracts, agreements, demands, obligations, defaults, suits, offsets, counterclaims, defenses, damages or causes of action, controversies, whatsoever, asserted or unasserted, known or unknown which the Merchant, the Defendants, their assigns, or successors have or ever had arising from the beginning of time through the date of this Stipulation.

Provided that Defendants have not defaulted under the terms of this Stipulation, and in consideration for the Defendants' entry into this Stipulation, the Plaintiff hereby releases the Defendants, their, successors and assigns, predecessors, members, attorneys, agents, officers, agents, directors and employees from any and all claims, debts, contracts, agreements, demands, obligations, defaults, suits, offsets, defenses, damages or causes of action, controversies, whatsoever, asserted or unasserted, known or unknown which against the Plaintiff has or ever had arising from the beginning of time through the Date of this Stipulation, limited to and relating solely relating to the claims set forth by Plaintiff within this Action.

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The Defendants hereby authorize the Plaintiff and/or its attorneys to complete and insert any missing or erroneous information, including, but not limited to, dates of execution of this Stipulation and all documents executed in connection herewith and to attach any exhibits to any such documents subsequent to the Defendants' execution thereof.

14. The Parties hereby represent and warrant that they have the requisite power and authority to enter into this Stipulation, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Stipulation and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Plaintiff and the Defendants and no other corporate proceedings are necessary to authorize the execution, delivery and performance of this Stipulation. This

Stipulation has been duly executed and delivered and constitutes a legal, valid and binding obligation, enforceable in accordance with its terms.

No waiver, termination or discharge of this Stipulation, or any of the terms or provisions hereof, shall be binding upon any party unless executed in writing and signed by the Parties. No waiver by any party of any term or provision of this Stipulation or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar. No failure by a party to insist upon strict or timely compliance with the terms of this Stipulation or any other agreement mentioned herein shall be deemed a waiver by such party of its right to thereafter insist upon such strict compliance for any breach occurring hereunder.

All sections, sub-sections, paragraphs, terms and provisions of this Stipulation (except for the obligations for all payments to be made in satisfaction of the Settlement Sum) are severable, and the unenforceability or invalidity of any of the terms, provisions, Sections, sub-Sections or paragraphs of this Stipulation shall not affect the validity or enforceability of the remaining terms, provisions, Sections, sub-Sections or paragraphs of this Stipulation, but such remaining terms, provisions, Sections, sub-Sections or paragraphs shall be interpreted and construed in such a manner as to carry out fully the intention of the Parties hereto.

17. In the event of any bankruptcy or insolvency proceeding or assignment for the benefit of creditors by any of the Defendants in which proceeding Plaintiff is called upon to disgorge or remit any funds received or if relief is requested seeking the avoidance of any of Plaintiff's liens and if Plaintiff does remit such funds or release said liens, or is required to remit such funds or release such liens, then and in such event, it shall be as if such payment received by Plaintiff herein, or lien released by this Stipulation had not been made or granted by the Plaintiff

and the Defendants shall promptly replace such payment to Plaintiff and reinstate and grant such a replacement lien with the same priority as if Plaintiff had not released its lien as provided in this Stipulation.

18. This Stipulation shall be governed by and construed in accordance with the substantive laws of the State of New York without regard to applicable conflicts of law principles.

19. The Defendants agree to execute or re-execute this Stipulation, or revised Stipulations, as may be deemed appropriate to correct any and all inadvertent errors or mistakes.

The parties acknowledge that: (i) they have read such Stipulation and are fully aware of its contents and of its legal effects; (ii) the preceding paragraphs recite the sole consideration for this Stipulation; (iii) the Stipulation contains all agreements and understandings between the Parties and supersedes any and all prior agreements or understanding between the Parties relating to the subject matter of this Stipulation; (iv) the Stipulation may not be modified except in writing signed by all Parties; and, (v) that each party enters into this Stipulation freely, without coercion, and based upon the party's own judgment and not on reliance upon any representations or promises made by the other party other than those contained herein.

20. Upon the reasonable request of any party hereto, each other party agrees to cooperate and to take any and all actions, including, without limitation, the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Stipulation.

22. The Parties agree that any suit, action or proceeding seeking to enforce any provision of this Stipulation or the transactions contemplated hereby may be brought in the federal or state courts of the State of New York, Nassau County and consent to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding.

The Parties hereby irrevocably waive their right to trial by jury in any legal proceeding arising out of or relating to this Stipulation.

This Stipulation may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Stipulation may be executed by telecopier, scanned, conformed, pdf or electronic signature and any such telecopied, scanned, pdf or electronic signature shall, for all purposes hereof, be deemed to be an original signature.

Upon default, if Plaintiff seeks to enforce any of its rights under this Stipulation or any other agreement referenced or contemplated herein, the Defendants shall pay and be responsible for all reasonable fees, costs and expenses (including legal fees) incurred in connection with the foregoing, including in connection with any litigation commenced.

The Defendants hereby expressly represent and acknowledge that he/she/it has been given ample opportunity to examine and consult with counsel, and has examined and consulted with counsel concerning the Stipulation, and acknowledges receipt of a true copy of such documentation prior to execution thereof.

Dated: June \_\_\_\_, 2024

VOX FUNDING, LLC

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By: \_\_\_\_\_

By: \_\_\_\_\_

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STATE OF )

COUNTY OF )

On the \_\_\_\_\_, 2024, before me the undersigned, personally appeared ██████████  
██████████, known to me or proved to me on the basis of satisfactory evidence, to be the individual whose  
name is subscribed to the within instrument and acknowledged to me that he executed the same in  
his capacity, that by his signature on the instrument, the individual, or the person upon behalf of  
which the individual acted, executed the foregoing instrument.

\_\_\_\_\_  
Notary Public