

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Settlement Agreement") is made and entered into as of August 6, 2025, between between [REDACTED] **DJ&D Professional Services LLC doing business as DJ&D Professional Services LLC**, ("Merchant") and **Trudy Holliday, an individual** ("Holliday"). Merchant and Holliday may sometimes hereafter be collectively referred to as the ("Defendants"). [REDACTED] and Defendants may sometimes hereafter be collectively referred to as the ("Parties").

Whereas, the Merchant entered into that certain Receivables Purchase Agreement (the "Agreement") with [REDACTED] on or about May 21, 2024.

Whereas, in consideration for execution of the Agreement, Merchant did grant [REDACTED] a security interest in certain collateral which is evidenced by that certain UCC-1 with a file number [REDACTED] that was filed in the state of [REDACTED] on September 12, 2024.

Whereas, Holliday signed a personal guaranty promising to honor the performance of the Merchant pursuant to the terms of the Agreement (the "Guaranty");

Whereas, the Defendants have breached the Agreement.

Whereas, on or about October 11, 2024 [REDACTED] filed a Complaint against Defendants, for breach of the Agreement and Guaranty in the Superior Court for the state of [REDACTED] in and for the county of [REDACTED], case number [REDACTED] (the "Lawsuit");

Whereas, the Summons and Complaint were duly served upon Defendants;

Whereas, the Parties have entered into this Settlement Agreement to resolve their disputes and avoid the time and expense of litigation; and

Now, therefore, in consideration of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged, the Parties covenant and agree as follows:

1. The Parties agree to immediately execute this Settlement Agreement and immediately execute and file that certain Stipulation Regarding Judgment and Execution Regarding Judgment (the "Stipulation") and Stipulated Judgment (the "Judgment") in the form attached hereto as Exhibit "A".
2. Defendants and [REDACTED] wish to hereby set forth the terms upon which the Defendants will make certain remits to [REDACTED] in satisfaction of the Judgment, in exchange for which remits [REDACTED] covenants that it will not seek to execute upon the Judgment as against the Defendants.
3. Defendants covenant and agree that they shall make the following remittances to [REDACTED], time being of the essence:

\$10,000.00 good faith remit due on or before August 29, 2025;  
\$3,000.00 due monthly on the 29<sup>th</sup> of each month, beginning on September 29, 2025 until the amount of \$46,000.00 (the "Settlement Amount") is paid in full.

4. There shall be a 7-day grace period for [REDACTED] to receive the funds after the due date and in the event remits are not received timely, [REDACTED] may declare the full balance due of \$58,035.15 minus any remits received and may pursue collection of that amount from Defendants.

5. So long as the Defendants make remittance in satisfaction of the Judgment in accordance with the schedule set forth above, time being of the essence of each such remittance, [REDACTED] covenants that it will not seek to exercise any right, remedy, entitlement or relief, including but not limited to execution, attachment or garnishment, arising from or predicated upon the entry of the Judgment. However, in the event of any failure of the Defendants to make any one or more of the remittances provided for above, in full, and if such failure continues for seven (7) calendar days after the date it becomes due, time being of the essence, all promises of [REDACTED] hereunder shall be immediately null and void and [REDACTED] may proceed immediately and without notice or demand to execute upon or otherwise enforce the Judgment (or any judgment arising from or predicated upon the entry of the Judgment) in such manner and at such times as [REDACTED] deems appropriate – it being expressly understood that [REDACTED] may proceed to enforce such Judgment in the full amount thereof, including accrued interest. In such event, the Defendants shall be entitled only to a credit against the Judgment for any amounts actually remitted; any such remittances being applied first to remittance of interest then accrued upon the Judgment and the balance being then applied to the reduction of the principal amount of the Judgment.

6. [REDACTED] will cause to file a Satisfaction of Judgment in the above referenced Lawsuit within 10 business days of clearance and verification of the last remit due in Paragraph 3 of this Settlement Agreement.

7. Each remittance due from the Defendants shall be in the form of a wire payment and addressed as follows:

Bank: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8. **Entire Agreement.** This Settlement Agreement constitutes the entire agreement of the Parties. All other prior or contemporaneous agreements or understandings, verbal or written, are null and void. Furthermore, no modification of this Settlement Agreement shall be made except by written agreement signed by the Parties. This Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, personal representatives and assigns. This Settlement Agreement shall be governed by the laws of the State of [REDACTED].

9. **Severability.** The Parties acknowledge that by signing this Agreement, such party or parties are bound by the terms of this Agreement. Should any provision of this Settlement Agreement be unenforceable or invalid, such provision or provisions shall be stricken and the remainder of the Settlement Agreement shall be construed and enforced as if not containing the offending provision(s).

10. **Voluntary Execution of Agreement.** The Parties hereby mutually acknowledge and represent and warrant that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Settlement Agreement (or chose to proceed without counsel), that they have read, know, and understand completely the contents hereof and that they are fully aware of its contents and legal effect, and that they have voluntarily executed the same.

11. **Non-Disparagement.** Defendants represent that they have not made public any complaint about [REDACTED] in writing or, if Defendants have made public a complaint about [REDACTED] Defendants will cause the complaint to be withdrawn and removed within seven (7) days of the execution of this Settlement Agreement. Defendants further represent that, to the extent Defendants made any complaints to [REDACTED] it promptly investigated and took appropriate action.

12. **Counterparts.** The Parties acknowledge and agree that this Settlement Agreement may be executed in any number of counterparts, all of which constitute the same instrument, and that any facsimile signature has the full force and effect of an original signature.

13. **Authority of Parties.** The persons executing this Settlement Agreement represent and warrant that they have the legal and institutional authority to do so on behalf of the person or legal entity for which they are signing.

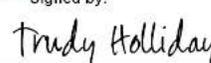
Executed this 5 day of August, 2025.

**Trudy Holliday, individually**

Signed by:  
  
C3C83BB8B8A604FF...  
\_\_\_\_\_  
Trudy Holliday, individually

Executed this 5 day of August, 2025.

**DJ&D Professional Services LLC doing business as DJ&D Professional Services LLC**

Signed by:  
  
C3C83BB8B8A604FF...  
\_\_\_\_\_  
By: Trudy Holliday  
Its: Owner

Executed this \_\_\_ day of August, 2025.

[REDACTED]

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

Its: \_\_\_\_\_