

SUPREME COURT OF THE STATE OF [REDACTED]

[REDACTED]

[REDACTED]

INDEX NO: [REDACTED]

Plaintiff,

**STIPULATION OF SETTLEMENT**

-against-

BEST FLOORING DEAL LLC and PEDRO VICENTE TEIXEIRA LINS,

Defendants.

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**IT IS HEREBY STIPULATED AND AGREED**, by and between the plaintiff, [REDACTED] [REDACTED] (“Plaintiff”), and the defendants, BEST FLOORING DEAL LLC and PEDRO VICENTE TEIXEIRA LINS (collectively referred to herein as “Defendants”), that the above-entitled action, including all claims, counterclaims and causes of action that have been, could have been or may be alleged or interposed, is hereby fully settled under the following terms and conditions.

1. Plaintiff’s motion for summary judgment, presently returnable on February 19, 2026, is hereby withdrawn.
2. Defendants shall pay Plaintiff the sum of \$9,000.00 (the “Settlement Amount”) in full settlement of any and all claims by and between the parties in this action. The Settlement Amount shall be paid, as follows: \$9,000.00 on or before February 27, 2026.
3. The payments required herein shall be delivered by Defendants to Plaintiffs attorney on or before the above-stated payment due date(s) in accordance with the Payment Instructions attached hereto. In the event a payment due date falls on a weekend or legal holiday, then that payment must be made by the last business day preceding the payment’s scheduled due date. Each payment shall include a reference of “[REDACTED]”
4. Upon Defendants’ full and timely compliance of its obligations contained herein, Plaintiff shall withdraw any restraints that were placed on Defendants’ bank accounts, credit card processing accounts and/or accounts receivable.
5. If Defendants fail to comply with this stipulation, including but not limited to failing to make any payment as required by this stipulation, then the Settlement Amount shall automatically adjust to \$14,642.80 plus legal fees in the amount of \$2,800.00, less any payments received, plus interest

thereon from September 22, 2025, at the statutory rate of 9% per year, along with costs and disbursements, which amount shall automatically become due on the day following such default and Plaintiff shall be entitled to the immediate entry of a judgment in the aforesaid amount based on such default without further notice to Defendants.

6. If Defendants perform fully under this Stipulation without default, then upon the timely receipt and clearance of the full Settlement Amount, Plaintiff will provide Defendants' counsel with an executed Stipulation of Discontinuance to be filed at Defendants' cost and expense.
7. In consideration for and upon actual receipt of the full and timely payment of the Settlement Amount, Plaintiff, on behalf of itself and its officers, directors, members, shareholders, agents, employees, successors and assigns hereby fully releases and forever discharges Defendants and each of them, and their respective officers, directors, shareholders, agents, employees, representatives, heirs, executors, administrators, attorneys, successors and assigns, from any and all claims, demands, actions, causes of action, liabilities, duties and obligations of every kind whatsoever, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, which Plaintiff now has or may have had against the above-identified releasees, specifically limited and restricted to (i) the Action, including all claims asserted or which could have been asserted in the Action, and (ii) the Contract.
8. For valuable consideration hereby acknowledged, Defendants and each of them, on behalf of themselves and their officers, directors, shareholders, agents, employees, representatives, heirs, executors, administrators, affiliates, successors and assigns, hereby fully release and forever discharge Plaintiff and its officers, directors, members, shareholders, agents, employees, representatives, attorneys, affiliates, subsidiaries, successors and assigns, from any and all claims, demands, actions, causes of action, liabilities, duties and obligations of every kind whatsoever, in law, equity or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, which Defendants now have or may have had against the above-identified releasees, specifically including (i) the Action, including all claims asserted or which could have been asserted in the Action, and (ii) the Contract.
9. Defendants represent that they reviewed and understand the terms contained in this Stipulation and had the opportunity to review this Stipulation with their counsel of their choosing and enter into this Stipulation voluntarily and free of coercion.
10. This Stipulation represents the complete understanding of the parties and may not be amended, modified, or terminated, except in writing signed by all parties.

11. This Stipulation may be executed in counterparts, and a fully executed electronic or facsimile copy thereof will have the full force and effect of an original. The parties shall be bound to the terms of this stipulation once executed irrespective of whether the stipulation is so ordered.

Dated: February 12, 2026

[REDACTED]

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

[REDACTED]

*Attorneys for Plaintiff*  
File No. [REDACTED]

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

[REDACTED]

*Attorneys for Defendants*

Signed by: 

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

PEDRO VICENTE TEIXEIRA LINS,  
individually and on behalf of BEST  
FLOORING DEAL LLC  
3506 52nd Ave W  
Bradenton FL 34210  
*Defendants*

**SO ORDERED:**

\_\_\_\_\_  
[REDACTED]

\_\_\_\_\_  
**Dated**