

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

-----X
YMT FUNDING LLC,

Plaintiff,

-against-

**STIPULATION
OF SETTLEMENT**

-----X
[Redacted]

This Settlement Stipulation (the "Settlement Agreement") is made as of 04/08/2026 (the "Effective Date") by and among Plaintiff ("Plaintiff") [Redacted] defendants are collectively referred to as "Defendants") (Defendants are collectively referred to as the "Parties").

WHEREAS, YMT FUNDING LLC filed an action against Defendants arising from an alleged breach of contract in MONROE COUNTY (the "default") seeking damages in the amount of \$17,704.25 plus statutory interest at 9% from 08/08/2025, plus costs taxed by the clerk and attorneys' fees;

WHEREAS, solely to avoid the expense and uncertainty of further litigation, the Parties have agreed to settle as between themselves pursuant to the following terms.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Settlement Amount: The Defendants shall pay \$5,000.00 (the "Settlement Amount") to YMT FUNDING LLC, to be delivered by Defendants to YMT FUNDING LLC via:
 - Consecutive WEEKLY ACH disbursements of \$500.00 each commencing 04/23/2026 and to continue until the Settlement amount is wholly Satisfied.
 - These disbursements shall occur on a bi-weekly basis, with payments made every two (2) weeks.

It is expressly agreed that time is of the essence.

2. Non-Admission of Liability: The Parties understand and agree that the execution of this Settlement Agreement will not constitute or be construed as an admission of any

wrongdoing, liability, unlawful conduct or violation of any law, rule, regulation, duty, contractual right or any other obligation by the Parties or anyone affiliated with or acting on the Parties' behalf.

3. Dismissals:

- a. Upon Defendants' execution of the Settlement Agreement, Plaintiff agrees to issue full legal and lien releases to any Accounts Receivables previously served and forbear any further legal action against Defendants in accordance with the terms of this Agreement.
- b. Upon Defendants' complete payment of the full Settlement Amount, and delivery of a fully executed copy of this Settlement Agreement YMT FUNDING LLC shall file the signed copy of the stipulation of dismissal of suit or satisfaction of judgment.

4. Releases: Except as otherwise provided for in this Settlement Agreement:

a. The Defendants, individually, jointly, and severally, release and discharge YMT FUNDING LLC and its directors, officers, shareholders, members, employees, attorneys, parents, affiliates, subsidiaries, administrators, predecessors-in-interest, successors and assigns (collectively, the "YMT FUNDING LLC Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity (collectively, "Claims"), which the Defendants and their directors, officers, directors, shareholders, members, agents, employees, attorneys, parents, affiliates, subsidiaries, heirs, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, whether known or unknown, against the YMT FUNDING LLC Released Parties, for, upon, or by reason of any matter, cause or thing whatsoever, from the beginning of time and through the date of the execution of this Settlement Agreement.

b. Upon receipt of the executed Settlement Agreement and complete and timely payment of the Settlement Amount, YMT FUNDING LLC shall release and discharge the Defendants and their administrators, heirs, successors and assigns (collectively, the "Defendants Released Parties"), from all Claims which YMT FUNDING LLC and its successors and assigns ever had, now have or hereafter can, shall or may have, whether known or unknown, against the Defendants Released Parties, for, upon, or by reason

of any matter, cause or thing whatsoever, from the beginning of time and through the date of the execution of this Settlement Agreement.

5. Reformation/Severability: If any court determines that any term of this Settlement Agreement is excessive in duration or scope or is unreasonable or unenforceable under the applicable laws, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the applicable laws. In the event that any portion, word, clause, phrase, sentence or paragraph of this Settlement Agreement is declared void or unenforceable by any court, tribunal or arbiter of competent jurisdiction, the Parties mutually agree that such portion shall be considered severable and separable from the remainder, and the validity of the remainder of the Settlement Agreement shall remain unaffected, including the releases set forth hereinabove, and shall remain binding and enforceable.

6. In the Event of Default: If the Defendants fail to make any settlement payment required under this Settlement Agreement within three days of the date payment is due the Defendants shall be deemed to have defaulted under the terms of this Settlement Agreement and Plaintiff shall be permitted, without further notice or Order of the Court, to enforce judgment against the Defendants, jointly and severally, in the amount due as set forth in the Complaint, less any payment or remittance made pursuant to this Settlement Agreement prior to the entry of judgment, plus statutory interest at 9% from 08/08/2025, and costs as taxed by the clerk. The Clerk shall enter judgment in favor of Plaintiff and against the Defendants, jointly and severally, accordance with CPLR 3215(i) upon Plaintiff's filing of this Settlement Agreement, an affidavit or affirmation stating Defendants' failure to comply with this Settlement Agreement, a proposed judgment, and Plaintiff's Bill of Costs.

7. No Negative Interpretation: This Settlement Agreement embodies the arms-length negotiation and mutual agreement between the Parties and shall not be construed against either party as having been drafted by such party. As such, the Parties further agree that this Settlement Agreement has been jointly drafted, so that in the event any portion, word, clause, phrase, sentence or paragraph of the Settlement Agreement is deemed ambiguous, said ambiguity shall not be construed against either of the Parties. Each of the Parties acknowledges that it: (i) has read this Settlement Agreement and fully understands the contents and legal effects thereof; (ii) has been given a reasonable amount of time to consider this settlement; (iii) has been advised by counsel as to the meaning and implications of this Settlement Agreement or has voluntarily waived procurement of counsel; and (iv) desires to enter into this Settlement Agreement and is doing so voluntarily and without coercion.

8. Amendment: No waiver, amendment or modification of this Settlement Agreement shall be effective unless in writing and signed by the Party against whom the waiver, amendment or modification is sought to be enforced.

9. Successors: This Settlement Agreement is binding upon the heirs, successors and assigns of the Parties, and inures to the benefit of the heirs, successors and assigns of the Parties.

10. Further Documents: The parties agree to execute any further documents, instruments and agreements reasonably necessary to effectuate the terms and intentions of this Settlement Agreement.

11. Headings: The headings in this Settlement Agreement are inserted for convenience only and shall not affect its construction.

12. Entire Agreement: This Settlement Agreement constitutes the entire and complete understanding and agreement of the Parties, and supersedes prior understandings and agreements, if any, among the Parties, and no inducements or promises other than as expressly set forth herein have been given or received in return for same.

13. Jurisdiction Over Disputes: The Parties agree that the Federal and State Courts sitting in MONROE COUNTY, shall have exclusive jurisdiction over any dispute arising out of or relating to this Settlement Agreement or between the Parties, including, without limitations, any disputes relating to the formation, enforcement or interpretation of this Settlement Agreement, whether sounding in contract, tort or otherwise. This Settlement Agreement shall be governed and construed in accordance with the laws of the State of NEW YORK, without regard to its choice of law principles, and all claims relating to or arising out of this Settlement Agreement, or the breach therefore, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of NEW YORK, without regard to its choice of law principles.

14. Authority: The signatories hereto represent that they have full and complete authority to enter into this Settlement Agreement and that this Settlement Agreement (including the releases) has been authorized by all necessary corporate action, and that any undersigned officers are duly authorized to execute this Settlement Agreement (including the releases).

15. Counterparts and Facsimile Signatures: This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Settlement Agreement. Facsimile, e-mail and/or photo copies of signatures on this Settlement Agreement shall be deemed valid and original for all purposes.

<signature page follows>

IN WITNESS WHEREOF, the Parties have each caused this Settlement Agreement to be executed as of the date first set out above.

YMT FUNDING LLC



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[REDACTED] Monroe County Supreme Court

Short Caption: [REDACTED]
 Case Type: [REDACTED]
 Case Status: [REDACTED]
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#	Document	Filed By	Status
1	SUMMONS + COMPLAINT SUMMONS & VERIFIED COMPLAINT	[REDACTED] Filed: 03/08/2026 Received: 03/08/2026	Processed Confirmation Notice
2	EXHIBIT(S) - A MERCHANT AGREEMENT	[REDACTED] Filed: 03/08/2026 Received: 03/08/2026	Processed Confirmation Notice
3	STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING STATEMENT OF AUTHORIZATION FOR ELECTRONIC FILING	[REDACTED] Filed: 03/08/2026 Received: 03/08/2026	Processed Confirmation Notice
4	NOTICE OF APPEARANCE (PRE RJ) Limited Scope Notice of Appearance	[REDACTED] Filed: 04/08/2026 Received: 04/08/2026	Processed Confirmation Notice
5	ANSWER Verified Answer	[REDACTED] Filed: 04/08/2026 Received: 04/08/2026	Processed Confirmation Notice
6	DEMAND FOR BILL OF PARTICULARS Demand for a Bill of Particulars	[REDACTED] Filed: 04/08/2026 Received: 04/08/2026	Processed Confirmation Notice
7	DEMAND FOR: Demand for Discovery and Inspection	[REDACTED] Filed: 04/08/2026 Received: 04/08/2026	Processed Confirmation Notice
8	DEMAND FOR: Demand for UCC Liens	[REDACTED] F e : 4 Received: 04/08/2026	Processed Confirmation Notice
9	STIPULATION - SETTLEMENT (PRE RJ) Stipulation of Settlement Agreement	[REDACTED] Filed: 04/10/2026 Received: 04/10/2026	Processed Confirmation Notice

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