

MLG-5153947

IN THE COUNTY COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN AND
FOR FLAGLER COUNTY, FLORIDA

SMALL CLAIMS DIVISION
CASE NO. 2025 SC 000478

LVNV FUNDING LLC

Plaintiff,

vs.

RAMON MARRERO

Defendant.

_____/_____
MOTION TO ADOPT STIPULATION AND DISMISS

COMES NOW, LVNV FUNDING LLC, by and through its undersigned attorney, and moves this Court for an order adopting the attached settlement stipulation. As grounds therefor, Plaintiff states as follows:

1. The parties have voluntarily entered into a Settlement Agreement and Release, attached hereto as Exhibit "A", and incorporated herein.
2. That Plaintiff would request that this action be dismissed with jurisdiction retained to enforce the attached agreement upon noncompliance.

WHEREFORE, Plaintiff requests an entry of an order ratifying the Settlement Agreement and Release and dismissing this action with jurisdiction retained to enforce said agreement upon noncompliance, and for such other relief as the Court may deem just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the following persons in the manner described below on this 15 day of August, 2025:

ELECTRONIC MAIL
RAMON MARRERO
C/O HURON LAW GROUP-

Mandarich Law Group, LLP

/s/ Carolyn Karetis

Hunter Masin, Esq. FBN 1028137

Maxxwell Tyler Hamilton, Esq. FBN 95985

Carolyn Karetis, Esq. FBN 0660876

Rafael R. Caraballo, Esq. FBN 124632

Eileen O'Malley, Esq. FBN 13816

Harold E. Scherr, Esq. FBN 240486

P.O. Box 952289

Lake Mary, FL 32795

Phone: 407-995-3004

Facsimile: 407-583-4964

florida@mandarichlaw.com

Attorneys for Plaintiff

EXHIBIT A

MLG - 5153947

IN THE COUNTY COURT OF THE
SEVENTH JUDICIAL CIRCUIT IN
AND FOR FLAGLER COUNTY,
FLORIDA

LVNV FUNDING LLC
Plaintiff,

SMALL CLAIMS DIVISION
CASE NO. 2025 SC 000478

vs.

RAMON MARRERO
Defendant.

_____ /

AGREEMENT FOR SETTLEMENT

THIS AGREEMENT FOR INSTALLMENT SETTLEMENT ('Agreement') is made and entered into as of the 22 day of May, 2025, by and between LVNV Funding LLC ('Plaintiff') and RAMON MARRERO ('Defendant(s)').

WHEREAS, Defendant(s) acknowledges and agrees that it is indebted to Plaintiff in the principal amount of \$2,406.28 together with court cost in the amount of \$251.33, for a total of \$2,657.61 ('Total Balance'); and

WHEREAS, Defendant has agreed to pay the outstanding obligation referenced above by way of settlement payments to Plaintiff in accordance with the terms and conditions of this Agreement as stated below to resolve any and all claims which were alleged or could have been alleged which arise out of or otherwise relate to the above styled-cause including but not limited to either party seeking costs and/or attorney's fees other than as contemplated in this agreement, and Plaintiff has agreed to accept same;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Defendant(s) shall pay LVNV Funding LLC the Total Balance in the following manner: \$2,000.00 ('Agreed Upon Amount'), payable in monthly payments of \$200.00 beginning on or before May 28, 2025 and continuing on or before the same day of each month until the agreed upon amount is fully paid. Plaintiff



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agrees, in the event payments totaling \$2,000.00 are timely received in accordance with the terms hereof, to waive any remaining balance or sums due.

3. All payments due hereunder shall be made payable to 'Mandarich Law Group, LLP.' and, if applicable, delivered to the following address:

**Mandarich Law Group, LLP.
P.O. Box 109032
Chicago, IL 60610**

The following information shall be included with all such delivered payments:

ACCOUNT. NO. 5153947

4. Defendant(s) acknowledges, understands and agrees that if any payment due hereunder is not made in strict adherence with the terms and conditions of this Agreement, Plaintiff shall be entitled to file suit, or an affidavit of nonpayment if suit has already been filed and shall be entitled to judgment for the Total Balance, plus court costs, additional attorneys fees (including attorneys fees for any post-judgment action or process to collect upon its judgment) for the prosecution of such action and interest accruing from the date hereof, less any payments made by Defendant(s); **in connection therewith Defendant(s) hereby expressly and specifically waives any defenses thereto including without limitation any defenses based on laches or any statute of limitation.**

5. At such time as Defendant(s) has fully performed its obligations under this Agreement, Plaintiff shall provide Defendant(s) written verification of the satisfaction of Defendant(s)'s obligation hereunder.

6. ADDITIONAL PROVISIONS:

A. The Parties agree and represent that no promise, inducement or agreement not expressed in this Agreement has been made by any of the Parties. The Parties agree and represent that this Agreement contains the entire agreement between them and may not be modified or supplemented except by a writing signed by all the Parties. The Parties agree and represent that the terms of this Agreement are contractual and not a mere recital.

B. This Agreement shall be governed by the laws of the State of Florida.

C. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, assigns and legal representatives of the parties. Nothing in this Agreement, express or implied, is intended by the parties to confer upon any person other than the parties hereto or their respective successors or assigns, any rights or benefits under or by reason of this Agreement.

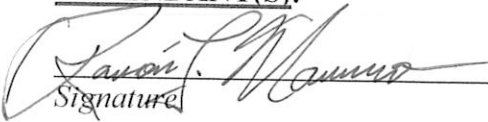
D. The parties acknowledge that they have had full opportunity to review this Agreement and to seek independent legal counsel in connection therewith.

E. This Agreement may be executed in counterparts, any one of which shall be considered an original for all purposes, but all of said counterparts collectively shall be considered as one agreement. A true and correct copy of this Agreement as executed by the parties may be used as best evidence in any trial or other legal proceeding.

F. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DEFENDANT(S):


Signature

Mandarich Law Group, LLP



Harold E. Scherr, Esq. FBN 240486
Hunter Masin, Esq. FBN 1028137
Maxxwell Tyler Hamilton, Esq. FBN 95985
Carolyn Karettis, Esq. FBN 0660876
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