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Titan Legal
Kirk A. Cullimore #3640
David R. Todd #13884
Nicholas P. Lloyd #17492
12339 S. 800 E. Suite 100, Draper, UT 84020
Tele: (801) 571-6611
litigation@titanlegal.com
Attorneys for Plaintiff

IN THE THIRD DISTRICT COURT, STATE OF UTAH
SALT LAKE COUNTY, SALT LAKE DEPARTMENT

BMF IV UT BROADMOOR VILLAGE LLC Plaintiff, vs. ELSIE LUNA GABRIEL LUNA Defendants.	**STIPULATED PAYMENT PLAN AND CONFESSION OF JUDGMENT** Civil No. 269909020 Judge: HEATHER BRERETON

THIS IS A LEGAL DOCUMENT. IT GIVES SPECIFIC RIGHTS AND RESPONSIBILITIES TO EACH PARTY. PLEASE READ THIS FULLY AND CAREFULLY.

THE PARTIES HERETO DO HEREBY STIPULATE AND AGREE AS FOLLOWS:

1. Defendant(s) does hereby CONFESS JUDGMENT for monies now due and not for any contingent sum, in favor of the Plaintiff in the amounts as follows:

Principal	$2756.01
Collection Fee	$1102.40
Attorney Fees	$ 350.00
Court Costs	$ 257.00
Interest	$ 291.41 as of 5/19/2026
Payments	-$ 0.00
Total Confessed Judgment	$ 4756.82
Plus attorney fees in the event of breach	+$300.00

with continuing interest at the rate of twenty-four percent (24%) per annum compounded daily and such additional court costs and attorney fees as incurred from this date in collection of this debt.

2. **SETTLEMENT TERMS.** The parties hereto do agree to settle the above claim for a total sum of **$4755.01**. The total Settlement Amount is in addition to and has already factored in any amounts previously received by Plaintiff. The Settlement Amount is payable as follows:

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200.00 due on or before 6/25/2026 at 2:00 p.m.
200.00 due on or before 7/25/2026 at 2:00 p.m.
200.00 due on or before 8/25/2026 at 2:00 p.m.
200.00 due on or before 9/25/2026 at 2:00 p.m.
200.00 due on or before 10/25/2026 at 2:00 p.m.
200.00 due on or before 11/25/2026 at 2:00 p.m.
200.00 due on or before 12/25/2026 at 2:00 p.m.
200.00 due on or before 1/25/2027 at 2:00 p.m.
200.00 due on or before 2/25/2027 at 2:00 p.m.
200.00 due on or before 3/25/2027 at 2:00 p.m.
200.00 due on or before 4/25/2027 at 2:00 p.m.
200.00 due on or before 5/25/2027 at 2:00 p.m.
200.00 due on or before 6/25/2027 at 2:00 p.m.
200.00 due on or before 7/25/2027 at 2:00 p.m.
200.00 due on or before 8/25/2027 at 2:00 p.m.
200.00 due on or before 9/25/2027 at 2:00 p.m.
200.00 due on or before 10/25/2027 at 2:00 p.m.
200.00 due on or before 11/25/2027 at 2:00 p.m.
200.00 due on or before 12/25/2027 at 2:00 p.m.
200.00 due on or before 1/25/2028 at 2:00 p.m.
200.00 due on or before 2/25/2028 at 2:00 p.m.
200.00 due on or before 3/25/2028 at 2:00 p.m.
200.00 due on or before 4/25/2028 at 2:00 p.m.
155.01 due on or before 5/25/2028 at 2:00 p.m.

If all such payments are made as agreed, the case will be paid in full.

3. All payments required by the settlement shall be made in cash, credit/debit card or certified funds and paid to Titan Legal at the above address, during normal business hours, unless otherwise specified. Payments must be received (not just postmarked) by the due date. Cash is the preferred payment method; if payment is made in any form other than cash, processing fees may apply.

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Payment may be made online at **www.titanbillpay.com** using reference number 315211. INITIALS: Initial EL DS GL

4. **Defendant(s) acknowledges that Plaintiff shall be entitled to collect the full amount confessed in paragraph number one, less any payments made, in the event Defendant(s) fails to comply fully with any term of this stipulation. Such confession of judgment may be entered without notice upon execution of this Agreement.** It is agreed that the Confessed Judgment may be entered as provided herein and may be subsequently amended by Plaintiff without notice to give credit for payments made and to add such costs and attorney fees as provided herein or actually incurred.

5. Plaintiff agrees to stay further legal process provided Defendant complies with all the terms herein. Defendant(s) acknowledges that all monies paid will first be applied to attorney fees, then court costs, interest, other costs and fees, and principal last.

6. Defendant(s) agrees to pay any such additional cost and attorney fees as incurred if necessary to proceed due to breach of this stipulation. It is agreed that upon breach, in addition to the amount in paragraph number one, Plaintiff shall be entitled to a minimum additional attorney fee of $300.00 for the preparation and monitoring of this stipulation.

7. Plaintiff and Defendant(s) agree that there are no penalties for early payment of the Settlement Amount established in paragraph 2. However, in the event Defendant(s) make payment in excess of the required payments on the dates outlined in paragraph 2, such excess payments will be applied to the end of the payment schedule, with the next remaining required installment payment staying unchanged.

8. **Defendant(s) acknowledges that there is no grace period in which to make any of the payments as stated herein.** Any payment made late will be considered a breach of this stipulation. Any acceptance of a late payment by Plaintiff does not waive or relinquish Plaintiff's right to enforce a breach of this stipulation. Plaintiff's past delay or non-enforcement of any provision of this stipulation shall not be a continuing waiver thereof under any circumstance.

9. Defendant(s) acknowledges that no legal advice has been given by Plaintiff or its counsel. Defendant(s) further acknowledges that it has been advised to obtain legal counsel to review and assist in this matter.

10. Defendant(s) have provided Titan Legal email addresses(es) and phone number(s) through which they can be contacted. Defendant(s) agree to and consent to receiving communication from

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Titan Legal. Defendant(s) may elect to opt out of such electronic communication at any time by doing so through the opt-out means contained in the electronic communication.

11. Defendant(s) hereby waives and releases any and all claims it has or may have in the future against Plaintiff, its affiliates, assigns, agents and the Law Offices of Kirk A. Cullimore, LLC, DBA Titan Legal its affiliates, employees, assigns, current attorneys and agents on account of or in any way growing out of, or which are the subject of, this lawsuit or any of the events leading up to this lawsuit. Defendant(s) understand this release means that, among other things, Defendant(s) is giving up the right to sue for any alleged losses, damages, injury or costs that Defendant(s) may claim. In consideration for this waiver and release, a portion of attorneys' fees or the right to request such additional fees has been waived

12. Defendant(s) agrees to provide the information contained in the attached Information Addendum as partial consideration of this stipulation. Defendant(s) warrants and represents the information to be true and accurate. Defendant(s) agrees to update such information within 72 hours of any change until the debt is paid in full. Defendant(s) specifically agrees to inform Plaintiff's counsel of any change in employment or change in address for each Defendant's primary residence.

13. Release of co-obligor -- reservation of rights. If Plaintiff releases the undersigned, such release shall not discharge co-obligor against whom Plaintiff in writing expressly reserves its rights. Plaintiff expressly reserves its rights against any co-obligor.

I have read the stipulation, understand all terms, and agree to comply as stated herein. I understand that partial compliance with the terms will be considered a breach just as if I had not complied with any of the terms. I further warrant the truthfulness of the attached Information Addendum.

Signed by:
Elsie Luna
E9E11061CA004D3...
_____ Date: 5/19/2026
Defendant - ELSIE LUNA

Pursuant to Utah Code 78B-18a-106, I declare under criminal penalty of the State of Utah that the foregoing is true and correct

Signed by:
Elsie Luna
E9E11061CA004D3...
_____ So Executed on this: 5/19/2026
Defendant - ELSIE LUNA

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DocuSigned by:
Gabriel Luna
B2A90314727A49D...

Date: 5/19/2026

Defendant - GABRIEL LUNA

Pursuant to Utah Code 78B-18a-106, I declare under criminal penalty of the State of Utah that the foregoing is true and correct

DocuSigned by:
Gabriel Luna
B2A90314727A49D...

So Executed on this: 5/19/2026

Defendant - GABRIEL LUNA

Signed by:
Dave Todd
0B683A8D9062456...

Date 5/19/2026

Kirk A. Cullimore
David R. Todd
Nicholas P. Lloyd
Attorneys for Plaintiff

Reference Number: 315211