

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO. 24-22875-CIV-ALTONAGA/Reid**

**MAINSAIL PARENT, LLC; et al.,**

Plaintiffs,

v.

**DAVID JEWELL, et al.,**

Defendants.

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**STIPULATED JUDGMENT IN A CIVIL ACTION**

THIS CAUSE came before the Court upon the parties' Notice of Settlement and Joint Motion for Entry of Stipulated Judgment [ECF No. 127]. Being fully advised, it is

**ORDERED AND ADJUDGED** that the Motion is **GRANTED**. The parties stipulate and consent to the entry of this Stipulated Judgment without trial or adjudication of any issue of fact or law, and without this Stipulated Judgment constituting evidence against any party or an admission of wrongdoing or liability by any party with respect to any issue of fact or law.

Therefore, in accordance with the parties' agreement, the Court enters judgment against Jewell, Mays, Kelly, Cameron, and Ternium, LLC only<sup>1</sup> ("Payor Defendants") in the amount of \$8,000,000 ("Judgment Amount"), with each party bearing its own fees and costs. The Judgment Amount shall be owed jointly and severally by the Payor Defendants and shall be paid as follows:

- a. Two million dollars (\$2,000,000) paid by March 7, 2025;
- b. Two million dollars (\$2,000,000) paid by September 1, 2025;
- c. Two million dollars (\$2,000,000) paid by March 3, 2026; and

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<sup>1</sup> Judgment is not being entered against Abell.

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d. Two million dollars (\$2,000,000) paid by September 1, 2026.

If the first payment set forth in part (a) above is not made on March 7, 2025, then the Payor Defendants shall be in material breach of the settlement agreement and the entire Judgment Amount shall become immediately due and enforceable. If a payment is not made, in whole or in part, by an above-specified deadline, 15% per annum interest shall accrue on the balance of the missed payment only. If the balance of the missed payment and accrued interest are paid on or before 60 days after the ordered payment deadline, Plaintiffs will be entitled to no further relief and Defendants shall not be considered to have violated the judgment or settlement agreement entered by the parties in connection with this case. If the balance of the missed payment and accrued interest is not paid to Plaintiffs on or before 60 days after the ordered payment deadline, or in the event of a material breach of the settlement agreement by the Payor Defendants, the remaining balance of the entire Judgment Amount plus accrued interest shall become immediately due and enforceable.

There shall be no penalty for prepayment or early payoff of the Judgment Amount.

The Clerk is instructed to mark this case closed, and all pending motions are **DENIED** as moot. The Preliminary Injunction [ECF No. 60] is terminated. The Court retains jurisdiction to resolve any claims concerning the enforcement or breach of the parties' settlement agreement or this Stipulated Judgment.

**DONE AND ORDERED** in Miami, Florida, this 7th day of February, 2025.

  
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CECILIA M. ALTONAGA  
CHIEF UNITED STATES DISTRICT JUDGE

cc: counsel of record