

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BAD GREMLIN LLC, REMORA)	
VENTURES LLC, PATRICK BUCK,)	
THOMAS BUCK, NANCY BEAUMONT,)	
NOVEMBER ACQUISITIONS SPV LLC, and)	Case No. 1:22-cv-11000 RA
DECEMBER ACQUISITIONS SPV LLC,)	
)	Hon. Ronnie Abrams
Plaintiffs,)	
)	
v.)	
)	
SEAN GRUSD,)	
)	
Defendants.)	

STIPULATED JUDGMENT

Certain Plaintiffs Bad Gremlin LLC, Remora Ventures LLC, Thomas Buck, Nancy Beaumont, November Acquisitions SPV LLC, and December Acquisitions SPV LLC's (collectively "Certain Plaintiffs"), and Defendant Sean Grusd ("Grusd" or "Defendant"), consent to the entry of this stipulated judgment ("Stipulation") and request that it be entered by the Court. In support of this Stipulation, Certain Plaintiffs and Grusd (collectively the "Parties") stipulate to the following, which the Court now adopts in its entirety:

(1) The Parties stipulate that, beginning in or around February 2021, and continuing until in or about December 2022, Defendant Grusd knowingly devised, intended to devise, and participated in a scheme to defraud Plaintiffs by obtaining or attempting to obtain their money by means of materially false and fraudulent pretenses, representations, and promises, as further described in the Criminal Information filed against Grusd on March 31, 2023 in *United States v. Sean Grusd*, Case No. 23 CR 193 (N.D. Ill.) attached hereto as Exhibit A.

(2) Grusd subsequently entered into a plea agreement on May 10, 2023 (attached hereto as Exhibit B), and voluntarily pled guilty to the information, which charged him with wire fraud in violation of Title 18, United States Code, Section 1343.

(3) The Parties agree and hereby stipulate that judgment shall be entered against Defendant Grusd in favor of Certain Plaintiffs in the amount of NINETEEN MILLION SIX HUNDRED NINETY FOUR THOUSAND TWO HUNDRED EIGHTY TWO AND 16/100 DOLLARS (\$19,694,282.16)

(4) The Parties further stipulate that the judgment shall enter a finding of liability against Defendant Grusd and in favor of Certain Plaintiffs.

(5) Each party will bear their own costs, expenses, and attorney's fees.

(6) If judgment is entered on this Stipulation, Grusd waives any rights he may have to collaterally attack the judgment, seek reconsideration, request a new trial, or file an appeal from such judgment, all these rights being hereby being waived and relinquished.

(7) This Stipulation may be signed in counterparts, all of which when taken together shall constitute the agreement of the Parties. This document may be executed by a PDF copy transmitted by email. The PDF copy may be relied upon as an original.

(8) The parties request and agree that the Northern District of Illinois shall have jurisdiction to enforce this Stipulation.


(9) It is further stipulated that the judgment shall become final for all purposes upon entry of judgment. Defendant hereby expressly waives notice of entry of judgment, notice of and right to any hearing regarding entry of judgment, and any right to appeal or seek review of this judgment by a higher court.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

A final judgment is hereby entered in favor of Plaintiffs Bad Gremlin LLC, Remora

Ventures LLC, Thomas Buck, Nancy Beaumont, November Acquisitions SPV LLC, and December Acquisitions SPV LLC, and against Defendant Sean Grusd as to liability and in the sum of NINETEEN MILLION SIX HUNDRED NINETY FOUR THOUSAND TWO HUNDRED EIGHTY TWO AND 16/100 DOLLARS (\$19,694,282.16).

Dated: 7-24-24

SHOOK HARDY & BACON, LLP By: <u>/s/ Gary M. Miller</u> Gary M. Miller SHOOK HARDY & BACON, LLP 111 South Wacker Drive, Suite 4700 Chicago, IL 60606 Tel: (312) 704-7700 gmiller@shb.com <i>Counsel for Plaintiffs Bad Gremlin LLC, Remora Ventures, LLC, Thomas Buck, Nancy Beaumont, November Acquisitions SPV LLC and December Acquisitions SPV LLC</i>	SEAN GRUSD  Sean Grusd
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The foregoing Stipulated Judgment is **SO ORDERED**.

ISSUED: July 29, 2024



Hon. Ronnie Abrams
United States District Judge