VIRGINIA:

IN THE CIRCUIT COURT FOR PRINCE WILLIAM COUNTY

COLLIN STUART,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.: CL26003972-00
	)	
BABC INC., et al.,	)	
	)	
Defendant.	)	

ORDER GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT AGAINST BABC, INC. UNDER COUNT I

THIS MATTER came before the Court on Plaintiff Collin Stuart's ("Plaintiff") Motion for Default Judgment Against Defendant BABC Inc under Count I against Defendant BABC, Inc. ("BABC"). Upon consideration of the Motion, the materials provided therewith, and the pleadings filed in this case, it is hereby:

FOUND that the (i) BABC has been served properly with process; (ii) no responsive pleadings have been filed; and (iii) BABC is in default, is hereby **HELD** that BABC is in default.

FOUND that after reviewing the Motion and other pleadings filed in the case, notice of the Motion has been given to all necessary parties and that no objections have been filed.

UPON CONSIDERATION WHEREOF, it appearing to the Court that the relief requested is appropriate and for good cause shown, it is hereby:

ORDERED that the Motion for Entry of Default Judgment Against Defendant BABC, Inc. Under Count I is **GRANTED**, and it is further **HELD** that Defendant BABC is

LIABLE under Count 1 of the Verified Complaint, and **ORDERED** that the following relief is appropriate:

On Count I, judgment in favor of Plaintiff against Defendant BABC, Inc. in the amount of $121,523.80 (which includes the principal of $100,000.00 plus accrued interest at the rate of ten (10) percent per annum compounded annually under Section 3 through maturity on April 10, 2025, and ten (10) percent per annum compounded weekly under Section 7 thereafter through and including weekly thereafter under Section 7 of the Personal Loan Agreement, through and including August 7, 2026);

Judgment in favor of Plaintiff against Defendant BABC, Inc. for costs of $_____, and attorneys' fees of $367.44; and

Post-judgment interest will continue to accrue against the principal in the contractual rate of ten (10) percent per annum under Section 3 of the Personal Loan Agreement;

It is further ORDERED this judgment is without prejudice to Plaintiff's remaining claims and remedies as to Counts II through IV of the Verified Complaint - including without limitation Count II (Breach of Guaranty against Marcelo Eduardo Merino), Counts III and IV (Fraudulent Conveyance and Voluntary Transfer), the statutory lien under Va. Code § 55.1-402, and the mandatory fee award under Va. Code § 55.1-403 - all of which are expressly preserved, subject to the automatic stay under 11 U.S.C. § 362(a), the standing of the Chapter 7 Trustee in In re Merino, Case No. 26-11260 (Bankr. E.D. Va.), and any further order of the bankruptcy court or this Court.

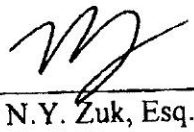
ENTERED this 7 day of August, 2026.

Judge, Circuit Court for Prince William County

A COPY TESTE:
PRINCE WILLIAM COUNTY
CLERK CIRCUIT COURT

BY: _____
DEPUTY CLERK

WE ASK FOR THIS:



Peter N.Y. Zuk, Esq. (VSB No.: 92627)
Whiteford, Taylor & Preston L.L.P.
[redacted]

Michael Showalter, Esq. (pro hac vice pending)
Showalter PLLC
[redacted]

Counsel for Plaintiff Collin Stuart

Copies to:

BABC Inc.
c/o Marcelo Eduardo Merino, Registered Agent
[redacted]

Brian K. Madden, Esq.
Brian K. Madden, P.C.
[redacted]

Counsel for Marcelo Eduardo Merino in In re: Merino, Case No. 26-11260 (Bankr. E.D. Va.)

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