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Notice of Default Sent to Pagan November 12, 2025

Gmail **Kenny McKee <closecutfilms@gmail.com>**

NOTICE OF DEFAULT

1 message

Kenny McKee <closecutfilms@gmail.com> Wed, Nov 12, 2025 at 8:08 AM
To: HumblePerformance <alex@humbleperformance.com>
Cc: "Christopher J. Gnaedig" <cgnaedig@hallestill.com>

Re: NOTICE OF DEFAULT - Payment #11 Due November 11, 2025

Mr. Pagan:

Payment #11 ($777.77) was due November 11, 2025 and has not been received.

Pursuant to Section 1 of our Agreement dated August 22, 2025:

"If any installment is not paid within seven (7) calendar days of its due date, the entire unpaid balance shall become immediately due and payable."

You have until November 18, 2025 to cure this default.

If payment is not received by November 18, 2025:
- The entire unpaid balance of $6,222.16 becomes immediately due (acceleration clause)
- I will file suit to recover the full amount plus attorney's fees and costs per the Agreement
- Alex Pagan is personally liable under the personal guarantee in Section 6

This is your final opportunity to cure before acceleration and legal action for breach of contract.

Payment must be received by November 18, 2025.

DEFAULT Alex Pagan.pdf
111K

Explicit Rejection of Pagan's attempted late payment.

Date: June 9, 2026

VIA CERTIFIED MAIL AND EMAIL

To:

Humble Performance

Attn: Alex Pagan

[redacted]

CC:

Christopher J. Gnaedig

[redacted]

RE: Rejection of Conditional Payment (Check No. 0002481095) / Notice of Condition Precedent for Settlement Negotiations / Notice of Contract Acceleration

Mr. Pagan,

I am in receipt of your correspondence dated **May 29, 2026**, which included a certified check [redacted]5) in the amount of $6,222.16, purporting to represent "payment in full under the Settlement Agreement dated August 22, 2025."

Please be advised that your proposed terms of settlement, conditional payment, and deceptive accounting are **explicitly rejected.**

As documented in my formal written **Notice of Default** sent to you and your counsel on **November 12, 2025**, your failure to cure the missed Payment #11 by the **November 18, 2025** deadline automatically triggered the **Acceleration Clause** under **Section 1** of our agreement.

Your counsel Christopher J. Gnaedig received direct written notice of this default and the accelerated balance of $6,222.16 on November 12, 2025. His office's sworn CCB response filed May 29, 2026 claiming you 'paid McKee the sum of $14,000.00' is factually inconsistent with both that notice and your own payment letter of the same date.

Consequently, your right to make installment payments terminated, and the entire accelerated balance became immediately due and payable over *six months ago*. Tendering a late payment of $6,222.16 on the exact date your response was due to a federal tribunal is a ***bad-faith*** attempt to evade your material contractual liabilities and avoid the personal guarantee established in **Section 6.**

Furthermore, your total financial obligation under that agreement consists of the accelerated severance balance plus the mandated reimbursement of my accrued **$11,500.00** in attorney fees. Because I am actively enforcing my rights via the **United States Copyright Claims Board** (*Docket No. 25-CCB-0562*) and the **Oklahoma Department of Labor** (*Wage Claim No. 202600893*), I will fully pursue the "Prevailing Party" provision of Section 1 to recover the entirety of the $11,500.00 liability, alongside all additional accrued attorney's fees, interest, and statutory damages resulting from your non-compliance.

I will not negotiate, cash, deposit, or endorse this check. The physical asset is being retained strictly as evidence of your material default.

Take further notice that I am willing to leave the door open to a second, separate formal agreement to globally resolve our active legal, civil, and labor disputes, ***subject to one strict condition precedent:***

Before any settlement negotiations or settlement conferences will be initiated, you must immediately return both of my vehicles and additional property currently in your possession, along with all of their respective parts and components, in an un-vandalized, fully assembled condition.

For the avoidance of doubt, any claims you or your business have asserted regarding "sponsored parts," "gifted components," or items not directly purchased by me are explicitly rejected. No signed written contract or security agreement exists granting your business a lien or ownership interest in my titled property or its accessions. Your retention of my vehicles over these claims constitutes an unlawful civil conversion.

If you wish to facilitate the immediate and complete return of both of my vehicles and their parts to open a channel for formal settlement discussions, your legal counsel may coordinate the logistics with me directly in writing. Otherwise, all matters will proceed strictly through the active federal copyright docket and the state labor board.

Sincerely,



Kenneth McKee

Pagan's Letter Attempting To Tender Payment 6 Months After Default

HUMBLE PERFORMANCE

05/29/2026

VIA CERTIFIED MAIL

Kenny McKee

[redacted]

Re: Payment in Full Under Settlement Agreement dated August 22, 2025

Dear Mr. McKee:

Please find enclosed payment in the amount of $6,222.16, representing the full amount outstanding under that certain Settlement, Licensing, Product Transfer, and Non-Disparagement Agreement dated August 22, 2025. The payment is being remitted via certified check contemporaneously with this letter.

This payment is tendered pursuant to and consistent with the terms of the Agreement and is made without any admission of liability or wrongdoing beyond the obligations expressly set forth therein, all rights and defenses being expressly reserved to the extent not inconsistent with the Agreement.

Sincerely,

Alex Pagan
HUMBLE PERFORMANCE

Enclosure: Payment of $6,222.16 via certified check

cc: John T. Richer, Esq.
Christopher J. Gnaedig, Esq.

Proof of Delivery

I hereby certify that on Thursday, August 20, 2026, I provided a true and correct copy of the Bad Faith Exhibits to the following:

Alex Pagan, represented by John Richer, served via ESERVICE at jricher@hallestill.com

Signed: /s/ Kenneth McKee