

Acosta, P.J., Manzanet-Daniels, Tom, Oing, JJ.

8979 Taboola, Inc., Index 654462/18
 Plaintiff-Respondent,

-against-

Newsweek Media Group, Inc. formerly known
as IBT Media, Inc., et al.,
Defendants-Appellants.

Becker & Poliakoff LLP, New York (Glenn H. Spiegel of counsel),
for appellants.

Sher Tremonte LLP, New York (Mark Cuccaro of counsel), for
respondent.

Order, Supreme Court, New York County (Joel M. Cohen, J.),
entered on or about September 28, 2018, which, to the extent
appealed from, denied defendants' motion to vacate the judgment
against them, unanimously affirmed, with costs.

Defendants failed to present any basis for vacating the
judgment in light of their admitted default under the settlement
agreement. Absent any factual basis in the record to relieve
defendants from enforcement of the judgment, where a stipulation
of settlement is unambiguous, "literal enforcement of its terms
is not unjust" (*Cadlerock Joint Venture, L.P. v Rubenstein*, 26
AD3d 219, 220 [1st Dept 2006]). Here, defendants have provided
no facts to justify the invocation of the Court's inherent

discretionary powers to relieve a party from judgment. Thus, strict enforcement of the second settlement agreement was warranted (see *Mill Rock Plaza Assoc. v Lively*, 224 AD2d 301, 301 [1st Dept 1996]).

We have considered defendants' remaining contentions and find them unavailing.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: APRIL 11, 2019



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