

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

J&J SPORTS PRODUCTIONS, INC.,)
Plaintiff,)

v.)

File No.: 09-6190

ARGELIA HERNANDEZ indv., and d/b/a)
HERNANDEZ LOMELI, INC. d/b/a LOS)
COMPADRES, and HERNANEZ LOMELI, INC))
d/b/a LOS COMPADRES,)
Defendants.)

SETTLEMENT AGREEMENT

This Agreement is dated this ____ day of _____, 2009, by and between the parties in the present cause of action, Defendants, ARGELIA HERNANDEZ indv., and d/b/a HERNANDEZ LOMELI, INC. d/b/a LOS COMPADRES, and HERNANDEZ LOMELI, INC. d/b/a LOS COMPADRES, (herein referred to as "LOMELI, INC.") and J&J SPORTS PRODUCTION, INC. (herein referred to as "J&J")

WITNESSETH

Whereas: "J&J" has served a complaint on "LOMELI, INC." and alleged in its complaint that on October 6, 2007, that "LOMELI, INC." exhibited the *Manny Pacquiao v. Marco Antonio Barrera WBC Super Featherweight Championship Fight Program* (herein referred to as "the Program,") boxing match to its patrons, without license or authorization to exhibit said program, thereby violating the Communications Act of 1934 and the Cable and Television Consumer Protection and Competition Act of 1992.

Whereas: "J&J" and "LOMELI, INC." desire to settle all disputes between them in accordance with the terms and conditions set forth in this Agreement.

Now Therefore: In consideration of the mutual covenants contained herein the parties agree that "LOMELI, INC." is to pay to "J&J" a total sum of Eight Thousand Dollars No/100 (\$8,000.00) Dollars by March 1, 2011.

The terms of settlement are: \$500.00 to be received by counsel for "J&J", on or before December 20, 2009, \$1,000.00 to be received on or before January 20, 2010, \$1,000.00 to be



received by February 20, 2010; the remaining \$5,500.00 to be received by counsel for "J&J" on March 20, 2010.

"J&J" shall cause the lawsuit pending in the Northern District of Illinois, 09 C 6190 (the "Lawsuit") to be dismissed with prejudice.

In the event of a default under this agreement, all sums not paid shall come immediately due and if default for total of \$8,000.00 in full, and "LOMELI, INC." further agrees to pay all reasonable attorneys' fees, court costs, \$3,000 penalty if payment is not received by the cure date and other costs incurred as a result of said default.

This Settlement Agreement shall not be construed as an admission by any part of any wrongdoing or liability in connection with the Lawsuit.

This Settlement Agreement shall be governed by the substantive and procedural laws of the State of Illinois and shall be binding upon the parties, their offices, directors, partners, employees, agents, representatives and successors in interest.

This Settlement Agreement may not be modified except in writing by the parties or their authorized representatives.

Subject to the terms agreed upon and stated herein above, each of the above-mentioned parties, on behalf of themselves, their descendants, ancestors, dependents, heirs, executors, administrators, and assigns and for any of their present and previous members, owners, shareholders, directors, officers, agents employees, ancillary personnel, representatives, and their present and previous partners, agents, employees, and for their predecessor entities, subsidiaries and associated entities, including without limitation any predecessor partnerships and corporations does remise, release and forever discharge the other parties and their descendants, ancestors, dependents, heirs, executors, attorneys, administrators, and assigns and their present and previous members, owners, shareholders, directors, officers, agents, employees; ancillary personnel, representatives, attorneys and their present and previous partners, agents, employees, and their predecessor entities, including without limitation any predecessor partnerships and corporations, subsidiaries and associated entities, from all manner of actions, causes of actions, causes, suits, debts, dues, sums of money, accounts, reckonings, bonds, liabilities, bills, contracts, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, expenses, executions, claims and any demands whatsoever of any kind or description in law and equity, whether known or unknown, accrued or contingent, alleged or not alleged, suspected or unsuspected, which they ever had, now have, or which hereafter can, shall, or may have, from the beginning of the world to the date of this Agreement, particularly, and without limiting the generality of the foregoing, any and all claims asserted in, or which could have been asserted by any of the parties in the Lawsuit. This Settlement Agreement is intended to be a full settlement of all disputes, claims or causes of action the parties may have against each other. The parties state that they understand that this is a general release, and that they intend to be legally bound by same.

THIS SETTLEMENT AGREEMENT IS BINDING UPON THE PARTIES AS OF THIS
DAY OF _____, 2009.

J&J SPORTS PRODUCTIONS, INC.

By: _____
Zane D. Smith

ARGELIA HERNANDEZ indv.,

ARGELIA HERNANDEZ

HERNANDEZ LOMELI, INC. d/b/a LOS
COMPADRES

ARGELIA HERNANDEZ