

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, J & J Sports Productions, Inc., its members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns, attorneys in consideration for the sum of Eight Thousand Dollars (U.S. \$8,000.00), with the following terms as indicated below, does hereby remise, release, and discharge ARGELIA HERNANDEZ indv., and HERNANDEZ LOMELI, INC. d/b/a LOS COMPADRES, their members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns, attorneys, from any and all manner of actions, causes of actions, suits, accounts, bonds, covenants, contracts, agreements, claims, judgments, and demands whatsoever in the law or equity, specifically relating to the broadcast of the *Manny Pacquiao v. Marco Antonio Barrera WBC Super Featherweight Championship Fight Program*, telecast nationwide on Saturday, October 6, 2007, and /or any other programing and/or any other matter involving the establishment known as Los Compadres located at 1614 Washington Street, Waukegan, Illinois 60085, which J&J Sports Productions, Inc., had, has, now have, from the beginning of the world to the date of this release and applies to all claims known and unknown, from this date back.

Likewise, ARGELIA HERNANDEZ indv., and HERNANDEZ LOMELI, INC. d/b/a LOS COMPADRES, their members, principals, servants, shareholders, officers, employees, partners, spouses, children, beneficiaries, heirs, executors, predecessors, successors, assigns, attorneys do hereby remise, release, and discharge J&J Sports Productions, Inc., and its members, principals, servants, shareholders, officers, employees, partners, spouses, beneficiaries, heirs, executors, predecessors, successors, assigns, attorneys, from any and all manner of actions, causes of actions, suits, accounts, bonds, covenants, contracts, agreements, claims, judgments, and demands whatsoever in the law or equity, specifically relating to the broadcast of the *Manny Pacquiao v. Marco Antonio Barrera WBC Super Featherweight Championship Fight Program*, telecast nationwide on Saturday, October 6, 2007, and /or any other programing and/or any other matter involving the establishment known as Los Compadres located at 1614 Washington Street, Waukegan, Illinois 60085, which ARGELIA HERNANDEZ indv., and HERNANDEZ LOMELI, INC. d/b/a LOS COMPADRES, had, has, now have, from the beginning of the world to the date of this release and applies to all claims known and unknown, from this date back.

**The terms of settlement are: \$2,500.00 to be received by counsel for J & J Sports Productions, Inc., on or before February 24, 2010;
\$1,000.00 to be received by counsel for J & J Sports Productions, Inc., on or before March 31, 2010;
\$4,500.00 to be received by counsel for J & J Sports Productions, Inc., on or before April 30, 2010;**

Payments made payable to: *Zane D. Smith & Associates, Ltd., In Trust for JJ&J Sports Productions, Inc.*

This Release constitutes the entire agreement between the parties pertaining to the subject matter described herein and supercedes all prior agreements, understandings,



negotiations and discussions, whether oral or written, and including without limitation, the claims by
J & J Sports Productions, Inc.

No supplemental, modification, waiver or termination of this Release shall be binding unless executed in writing by the Party to be bound thereby and no waiver of any of the provisions of this Release shall be deemed or shall constitute a waiver of any other provision of this Release (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly provided.

If any dispute arises relating to this Release and any Party brings an action to enforce its rights under it, then, in addition to such other relief as may be awarded, the prevailing Party shall be entitled to reasonable attorneys fees and costs incurred in connection with such proceedings.

IT IS AGREED TO, BY AND BETWEEN THE PARTIES HERETO THAT, EXCEPT AS REQUIRED BY LAW, THE CIRCUMSTANCES AND CONDITIONS OF THE RELEASE SHALL BE KEPT CONFIDENTIAL BY THE PARTIES HERETO AND SUCH INFORMATION SHALL BE PROTECTED BY SAID PARTIES TO PREVENT THE UNAUTHORIZED USE AND/OR DISSEMINATION AND/OR PUBLICATION OF SUCH CONFIDENTIAL INFORMATION.

THIS RELEASE IS NOT MEANT TO BE CONSTRUED AS AN ADMISSION OF LIABILITY AS TO ANY PARTY, AS LIABILITY IS DISPUTED AND DENIED.

THIS RELEASE DOES NOT TAKE EFFECT UNTIL PAYMENTS ARE MADE IN FULL AND/OR BY THE DATES. J & J SPORTS PRODUCTIONS, INC., RESERVES ITS RIGHT TO INSTITUTE SUIT AND SEEK THE FULL STATUTORY AMOUNTS ALLOWED UNDER 47 U.S.C. SECTIONS 553, AND 47 U.S.C. 605, IF PAYMENTS ARE NOT MADE IN FULL AND/OR BY THE DUE DATES.

EACH INDIVIDUAL EXECUTING THIS RELEASE ON BEHALF OF A PARTY REPRESENTS AND WARRANTS THAT HE IS A DULY APPOINTED AGENT OR DULY ELECTED OFFICER OF THE PARTY AND IS FULLY AUTHORIZED TO EXECUTE THIS RELEASE ON THAT PARTY'S BEHALF.

THIS RELEASE MAY BE SIGNED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL OF THIS RELEASE WHEN ALL COUNTERPARTS HAVE BEEN DULY AND FULLY EXECUTED. THIS RELEASE MAY ALSO BE EXECUTED BY FACSIMILE SIGNATURES, EACH OF WHICH SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL SIGNATURE.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals this

22 day of February, 2010.

DATED:

BY:

ZANE D. SMITH & ASSOCIATES, LTD.

By: Zane D. Smith, Esquire
Attorneys for J & J Sports Productions, Inc.
(as to form only)

DATED:

BY:

J & J SPORTS PRODUCTIONS, INC.

By: Joseph M. Gagliardi, President

DATED:

BY:

ARGELIA HERNANDEZ

individually and as an Authorized Representative of
Hernandez Lomeli, Inc. D/b/a Los Compadres

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