

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

| | | |
|--|---|--------------------------------|
| PROFILE NETWORK, INC., d/b/a SPORTS PROFILES PLUS, Plaintiff |) | 09 cv 7838 |
| v. |) | |
| PATHMARK STORES, INC. Defendant. |) | Honorable Harry D. Leinenweber |

OFFER OF JUDGMENT

To: Norman Hanfling
208 S. LaSalle St., #1400
Chicago, IL 60604
normanhanfling@yahoo.com

Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Pathmark Stores, Inc. hereby offers to allow Judgment to be entered against in this action in the amount of \$62,800.00, including all of Plaintiff's claims for relief and the set off due pursuant to Defendant's counterclaims. This offer of judgment is made for the purposes specified in Federal Rule of Civil Procedure 68, and is not to be construed as either an admission that Defendant Pathmark Stores, Inc. is liable in this action or that Plaintiff has suffered any damage. This Offer of Judgment shall not be filed with the Court unless (a) accepted or (b) in a proceeding to determine costs.

Dated: September 23, 2010


Daniel Lynch (Ill. Bar No. 6202499)
Amy J. Hansen (Ill. Bar No. 6292957)
Lynch & Stern LLP
150 S. Wacker Dr., Suite 2600
Chicago, IL 60606
(312) 442-9480 / (312) 896-5883 (fax)

Respectfully submitted,
Pathmark Stores, Inc.


By: One of Its Attorneys

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on September 23, 2010, she caused a copy of the foregoing Offer of Judgment to be served on the above-listed counsel via first class U.S. Mail and e-mail.


Amy J. Hansen

MOTION EXH A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

PROFILE NETWORK, INC.,)
d/b/a SPORTS PROFILES PLUS)
)
Plaintiff)
)
vs.)
)
PATHMARK STORES, INC.)
)
Defendant.)

No. 09 CV 7838
Judge Harry D. Leinenweber

ACCEPTANCE OF OFFER OF JUDGMENT

TO: Daniel Lynch
Amy J. Hansen
Lynch & Stern LP
150 S. Wacker Dr, #2600
Chicago, IL 60606
ahansen@lynchandstern.com

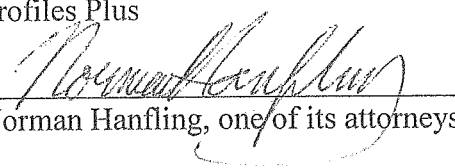
Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Plaintiff Profile Network, Inc., d/b/a Sports Profile Plus accepts the offer of judgment of Defendant Pathmark Stores, Inc. for \$62,800.00.

Dated: September 28, 2010

Respectfully submitted,

Profile Network, Inc., d/b/a Sports
Profiles Plus

By:


Norman Hanfling, one of its attorneys

Norman Hanfling
208 S. LaSalle St., #1400
Chicago, IL 60604
(312) 853-0882
Fax: (312)-263-3416

MOTION EXH. B

SETTLEMENT AND RELEASE AGREEMENT

THIS AGREEMENT is made and entered into as of the date indicated below, by and between Profile Network, Inc., d/b/a Sports Profiles Plus, as well as all affiliated and related companies, their respective officers, employees, directors, shareholders, agents, attorneys, personal representatives, successors and assigns (hereinafter collectively referred to as "SPP") and Pathmark Stores, Inc., as well as all affiliated and related companies, their respective officers, employees, directors, shareholders, agents, attorneys, personal representatives, successors and assigns (hereinafter collectively referred to as "Pathmark") on the other hand, in consideration of the promises and covenants exchanged herein.

WITNESSETH

WHEREAS, litigation is currently pending in the United States District Court for the Northern District of Illinois between SPP and Pathmark styled Profile Network, Inc., d/b/a Sports Profiles Plus v. Pathmark Stores, Inc., 09 cv 07838, including claims by SPP and counterclaims by Pathmark (the "Litigation"); and

WHEREAS, SPP and Pathmark desire to enter into the following Agreement to resolve all issues between them including, but not limited to, those relating to any and all matters pertaining to the above-mentioned Litigation;

NOW, THEREFORE, in consideration of the terms, promises, covenants and conditions set forth in this Agreement, the parties agree as follows:

1. Payment by Pathmark to SPP: ^{by SPP} Within 5 business days following the execution of this Agreement, Pathmark will pay to SPP the amount of \$62,800.00 via check made payable to Profile Network, Inc. and Norman Hanfling & Associates to be delivered by Federal Express to the address set forth in Exhibit A.
2. Dismissal of the Lawsuit: Upon receipt of the payment described in Paragraph 1 by SPP, SPP and Pathmark will each voluntarily dismiss their claims in the Litigation with prejudice in the form attached as Exhibit B.
3. General Release of All Claims by SPP: Upon payment as described in Paragraph 1, SPP releases and forever discharges Pathmark as well as any and all representatives, attorneys, agents and others associated with Pathmark including any successors and assigns to Pathmark (the "Pathmark Released Parties"), from any and all actions, causes of action, suits, debts, and demands whatsoever, in law or equity, whether known or unknown, accrued or unaccrued, which SPP ever had, now have or hereafter may have against Pathmark Released Parties for, upon, or by reason of any fact, circumstances or events occurring or existing at or prior to the execution of this Agreement; including, but not limited to all claims that were or could have been asserted in the Litigation. SPP understands and agrees that by this Agreement, it intends to waive any right to bring a lawsuit against any of Pathmark Released Parties as to any matter except if it relates to enforcement of the terms of this Agreement.

MOTION EXH. C

4. General Release of All Claims by Pathmark: Upon dismissal of the Litigation as described in Paragraph 2, Pathmark releases and forever discharges SPP, as well as any and all representatives, attorneys, agents and others associated with SPP including any successors and assigns to SPP (the "SPP Released Parties"), from any and all actions, causes of action, suits, debts, and demands whatsoever, in law or equity, whether known or unknown, accrued or unaccrued, which Pathmark ever had, now have or hereafter may have against the SPP Released Parties for, upon, or by reason of any fact, circumstances or events occurring or existing at or prior to the execution of this Agreement; including, but not limited to all claims that were or could have been asserted in the Litigation. Pathmark understands and agrees that by this Agreement, it intends to waive any right to bring a lawsuit against any of the SPP Released Parties as to any matter except if it relates to enforcement of the terms of this Agreement.

5. No Admission of Liability: This Agreement does not constitute any admission by SPP that any action SPP took with respect to Pathmark was wrongful, unlawful or in violation of any local, state or federal act, statute, or constitution, or able to inflict any damages or injury whatsoever on Pathmark. Likewise, this Agreement does not constitute any admission by Pathmark that any action Pathmark took with respect to SPP was wrongful, unlawful or in violation of any local, state or federal act, statute, or constitution, or able to inflict any damages or injury whatsoever on SPP. It is further agreed that this Agreement is entered into solely for the purpose of compromise and in an effort to fully resolve those matters referred to above.

6. Binding Agreement: This Agreement shall be binding upon and inure to the benefit of SPP and Pathmark, and their respective representatives, beneficiaries, predecessors, heirs, successors and assigns in interest. The parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any party alleges a breach of this Agreement.

7. Costs of Litigation: SPP and Pathmark are each to bear their own costs and attorneys' fees.

8. Non-Disclosure: SPP and Pathmark each agree that they will not discuss or disclose the terms of the Settlement Agreement with anyone except their respective attorneys, lenders, tax professionals and immediate family.

9. Governing Law: This Agreement shall be construed, enforced, and governed in all respects by the laws of the State of Illinois regardless of the fact that any party is or may become a resident or domiciliary of a different state.

10. Counterparts; Facsimile Signatures: This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Facsimile copies of any of the parties' signatures shall be deemed effective execution of this Agreement by such party. That notwithstanding, SPP shall

deliver to Pathmark promptly upon execution, a copy of this Agreement containing the original signature of SPP; Pathmark shall deliver to SPP promptly upon execution, a copy of this Agreement containing the original signature of Pathmark.

11. Authority to Sign: Each party signing this Agreement represents and warrants that he or she has the authority to sign and bind the party on whose behalf his or her signature is made.

12. No Oral Modification: This Agreement may be modified only by a writing signed by all Parties hereto.

13. Entire Agreement: This instrument constitutes and contains the entire agreement and understanding between the parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, proposed agreements and understandings, if any, between the parties.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date stated below.

PROFILE NETWORK, INC.,
D/B/A SPORTS PROFILES PLUS

Signed: _____

By: Attorney for Profile Network

Its: _____

Date: _____

PATHMARK STORES, INC.

Signed: _____

By: CHRISTINE M. GEE

Its: _____

Date: _____