

THE RESOLUTION EXPERTS®

Demand for Arbitration Before JAMS

TO RESPONDENT: MICHAEL DODD and 3D HOLDINGS, LLC

(Name of the Party on whom Demand for Arbitration is made)

(Address) 12898 Pontell Place

(City) Westfield (State) Indiana (Zip) 46074

(Telephone) (317) 733-2078 (Fax) _____ (E-Mail) _____

Representative/Attorney (if known): _____
(Name of the Representative/Attorney of the Party on whom Demand for Arbitration is made)

(Address) _____

(City) _____ (State) _____ (Zip) _____

(Telephone) _____ (Fax) _____ (E-Mail) _____

FROM CLAIMANT (Name): AUDIO VISUAL SERVICES GROUP

(Address) 1700 East Golf Rd., Suite 400

(City) Schaumburg (State) IL (Zip) 60173

(Telephone) _____ (Fax) _____ (E-Mail) _____

Representative/Attorney of Claimant (if known): David S. Shankman, Esq.
(Name of the Representative/Attorney for the Party Demanding Arbitration)

(Address) Shankman Leone, P.A. 609 E. Jackson Street, Suite 100

(City) Tampa (State) FL (Zip) 33602

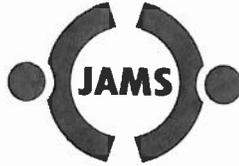
(Telephone) (813) 223-1099 (Fax) (813) 223-1055 (E-Mail) dshankman@shankmanleone.com

NATURE OF DISPUTE

Claimant hereby demands that you submit the following dispute to final and binding arbitration (a more detailed statement of the claim(s) may be attached): Enforcement of Settlement Agreement between Claimant and Respondent.

ARBITRATION AGREEMENT

This demand is made pursuant to the arbitration agreement which the parties made as follows (cite location of arbitration provision & attach two (2) copies of entire agreement). Paragraph 10 of the Settlement Agreement and General Release of All Claims provides for arbitration before JAMS in Orange County, California. Two (2) copies of the entire Agreement are attached hereto.



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CLAIM & RELIEF SOUGHT BY CLAIMANT

Claimant asserts the following claim and seeks the following relief (include amount in controversy, if applicable): Claimant is seeking \$60,000.00, less amounts paid through the filing of this Demand, plus attorneys' fees and costs pursuant to the terms of the Settlement Agreement.

RESPONSE

Respondent may file a response and counter-claim to the above-stated claim according to the applicable arbitration rules. Send the original response and counter-claim to the claimant at the address stated above with two (2) copies to JAMS.

REQUEST FOR HEARING

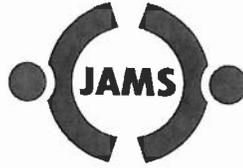
JAMS is requested to set this matter for hearing at: JAMS Offices, Orange County, California
(Preferred Hearing Location)

Signed (Claimant):

Date: 06/17/10

(may be signed by an attorney)

Print Name: David S. Shankman



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Please include a check payable to JAMS for the required initial, non-refundable \$400 per party deposit to be applied toward your Case Management Fee and submit to your local JAMS Resolution Center.



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Demand for Arbitration Before JAMS

COMPLETION OF THIS SECTION IS REQUIRED FOR CLAIMS INITIATED IN CALIFORNIA

A. Please check here if this IS or IS NOT a CONSUMER ARBITRATION as defined by California Rules of Court Ethics Standards for Neutral Arbitrators, Standard 2(d) and (e):

"Consumer arbitration" means an arbitration conducted under a pre-dispute arbitration provision contained in a contract that meets the criteria listed in paragraphs (1) through (3) below. "Consumer arbitration" excludes arbitration proceedings conducted under or arising out of public or private sector labor-relations laws, regulations, charter provisions, ordinances, statutes, or agreements.

- 1) The contract is with a consumer party, as defined in these standards;
- 2) The contract was drafted by or on behalf of the non-consumer party; and
- 3) The consumer party was required to accept the arbitration provision in the contract.

"Consumer party" is a party to an arbitration agreement who, in the context of that arbitration agreement, is any of the following:

- 1) An individual who seeks or acquires, including by lease, any goods or services primarily for personal, family, or household purposes including, but not limited to, financial services, insurance, and other goods and services as defined in section 1761 of the Civil Code;
- 2) An individual who is an enrollee, a subscriber, or insured in a health-care service plan within the meaning of section 1345 of the Health and Safety Code or health-care insurance plan within the meaning of section 106 of the Insurance Code;
- 3) An individual with a medical malpractice claim that is subject to the arbitration agreement; or
- 4) An employee or an applicant for employment in a dispute arising out of or relating to the employee's employment or the applicant's prospective employment that is subject to the arbitration agreement.

If Respondent disagrees with the assertion of Claimant regarding whether this IS or IS NOT a CONSUMER ARBITRATION, Respondent should communicate this objection in writing to the JAMS Case Manager and Claimant within seven (7) calendar days of service of the Demand for Arbitration.

B. If this is an EMPLOYMENT matter, Claimant must complete the following information:

Effective January 1, 2003, private arbitration companies are required to collect and publish certain information at least quarterly, and make it available to the public in a computer-searchable format. In employment cases, this includes the amount of the employee's annual wage. The employee's name will not appear in the database, but the employer's name will be published. Please check the applicable box below:

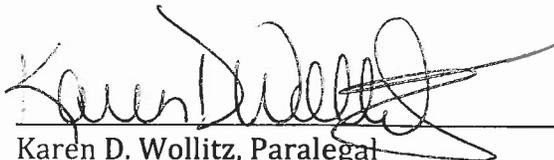
Annual Salary:

- | | |
|---|--|
| <input type="checkbox"/> Less than \$100,000 | <input type="checkbox"/> More than \$250,000 |
| <input type="checkbox"/> \$100,000 to \$250,000 | <input checked="" type="checkbox"/> Decline to State |

C. Consumers (as defined above) with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of the arbitration fees. In those cases, the respondent must pay 100% of the fees. Consumers must submit a declaration under oath stating the consumer's monthly income and the number of persons living in his or her household. Please contact JAMS at 1-800-352-5267 for further information.

VERIFICATION OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Demand for Arbitration has been served upon Michael Dodd and 3D Holdings, LLC, at 12898 Pontell Place, Westfield, Indiana 46074, by regular U.S. Mail and Certified Mail (#7010 0290 0001 4136 7267), Return Receipt Requested, on this 28th day of June, 2010.



Karen D. Wollitz, Paralegal
Shankman Leone, P.A.
609 E. Jackson Street, Suite 100
Tampa, Florida 33602
Telephone: (813) 223-1099
Facsimile: (813) 223-1055

7010 0290 0001 4136 7267

U.S. Postal Service™
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OFFICIAL USE

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Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
Michael Dodd

Street, Apt. No.,
or PO Box No. 12898 Pontell Place

City, State, ZIP+4
Westfield IN 46094

PS Form 3800, August 2006 See Reverse for Instructions

**SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and General Release of All Claims ("Agreement") is made by and entered into by and between Audio Visual Services Corp., Audio Visual Services Group (collectively referred to herein as ("AVSC")), on the one hand and Michael Dodd and 3D Holdings, LLC, (collectively "3D Holdings") and Craig Colligan, (sometimes referred to collectively as "Defendants") on the other hand for the purpose of settling any and all of AVSC's current or future claims against Defendants, as more specifically described below.

A. Michael Dodd is a former employee of AVSC. Mr. Dodd is also a principle of 3D Holdings, LLC

B. Craig Colligan is formerly and independent contractor with 3D Holdings, LLC

C. 3D Holdings, LLC is a California corporation engaged in the business of employment recruiting.

D. On or about September 15, 2004, AVSC filed a lawsuit in Orange County Superior Court, against Defendants claiming, among other things, that some or all Defendants engaged in VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 *et seq.*, UNFAIR COMPETITION, FRAUDULENT CONCEALMENT, BREACH OF STATUTORY DUTIES OF LOYALTY, NEGLIGENCE, VIOLATION OF UNIFORM TRADE SECRETS ACT, BREACH OF CONTRACT, and BREACH OF PROMISSORY NOTE ("the Action").

E. Defendants deny each and every allegation in the Action, and any liability to AVSC whatsoever. Nonetheless, the parties now desire to fully and finally settle and resolve any and all claims of AVSC that exist or may exist as a result of Defendant's alleged conduct.

NOW, THEREFORE, to avoid the substantial expense and inconvenience of litigation, and in consideration of the promises and agreements hereinafter set forth, IT IS HEREBY AGREED, by and between the undersigned as follows:

1. Settlement Funds. 3D Holdings shall pay to AVSC the sum of \$45,000.00 to be paid as follows:
 - (a) Within seven days of execution of this Agreement by all parties, 3D Holdings shall deliver a check made payable to "Audio Visual Services Corp" in the amount of \$15,000.00. Delivery shall be in the form of federal express or other reliable overnight carrier to:

Audio Visual Services Corp.
1700 East Golf Rd., Suite 400
Schaumburg, Illinois 60173
Attn: Lori Gatto, Finance Department

- (b) No later than the sixtieth (60th) day following execution of this Agreement, 3D Holdings shall pay the sum of \$10,000.00 to Audio Visual Services Corp. Such payment shall be delivered in the same manner described in paragraph 1(a) above.
- (c) The remaining \$20,000.00 owed to AVSC shall be paid in 1/10th increments for 10 months. Accordingly, on a date no later than the 15th of each month following the satisfaction of the payment described in paragraph 1(b) hereof, 3D Holdings shall deliver a check made payable to Audio Visual Services Corp. in the amount of \$2,000.00 to AVSC in the same manner described in paragraph 1(a) hereof.
- (d) In the event 3D Holdings [3D Holdings is defined as Dodd and the Company] fail to timely submit the payments required herein in the manner prescribed herein, 3D Holdings and Dodd hereby agree that AVSC shall be entitled to entry of a judgment against 3D Holdings, jointly and severally, on 72 hours notice for the amount of sixty-five Thousand Dollars (\$65,000), less any payments already received.

2. Pending Claims.

(a) AVSC represents that, except for the Action, AVSC does not have pending against Defendants, or any of Defendants' officers, directors, trustees, attorneys, agents, or their successors and assigns, any claim, complaint, grievance, charge or action with any court or administrative agency.

(b) Defendants deny any liability to AVSC and Defendants expressly denies that they, or any of their agents or employees, acted in any way contrary to any law, ordinance or regulation with respect to Defendant's employment with AVSC or termination of said employment. Defendants also expressly denies that they or any of their agents or employees acted in any way contrary to law, ordinance or regulation with regard to defendant Dodd's employment with AVSC.

3. Dismissal and Withdrawal of Pending Claims. AVSC agrees to take all actions necessary to dismiss the Action, with prejudice, as soon as possible after this Agreement becomes effective, including, but not limited to, executing and filing a Request for Dismissal of the Action With Prejudice, with the Superior Court.

4. Release. Except for any rights created by this Agreement, AVSC and Defendants unconditionally, irrevocably and absolutely release and discharge each other and any related entities, as well as their respective present and former employees, as well as all officers, directors, trustees, attorneys, agents, and their successors and assigns (collectively, "Releasees"), from all claims related in any way to the transactions or occurrences between them to date, including, but not limited to, all claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected with Dodd's employment with AVSC or the termination of his employment with AVSC, and any charges, invoices, monies or other claim for unpaid fees that Defendants have or may assert against AVSC for services rendered ("Released Claims"). Released Claims include, without limitation, any claim based in tort, contract, common law, the state or federal Constitution, state

or federal statutes, all claims for damage, all claims for attorneys' fees, costs and expenses, and all claims for equitable relief. Released Claims include all claims, whether or not they had been raised in the Action.

4. California Civil Code Section 1542 Waiver. AVSC and Defendants acknowledge and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That statute reads as follows:

A general release does not extend to claims which the creditor does not know of or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected her settlement with the debtor.

5. Unknown or Different Facts or Law. AVSC and Defendants acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. They each agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

6. No Admissions. By entering into this Agreement, neither AVSC nor Defendants is making any admission that he, she or it has engaged, or is now engaging, in any unlawful conduct or employment practice. It is understood that this settlement is not an admission of liability, but is in compromise of disputed claims that are untested. The parties agree that their settlement and this Agreement shall not be admissible in any proceeding or action involving AVSC or the Defendants, except one to enforce this Agreement.

7. Attorneys' Fees. The parties shall bear their own attorneys' fees and costs incurred, including those incurred with the negotiation, preparation and execution of this Agreement. The parties further acknowledge and agree that neither is a "prevailing party" for the purpose of any claim of statutory or contractual attorneys' fees or costs.

8. Participation in Claims Against AVSC. Defendants represent and warrant that but for this Action, none of them are a plaintiff, *qui tam* plaintiff, or party to any suit, action or proceeding in which AVSC is a party. Defendants agree, to the fullest extent permitted by law, that they will not voluntarily participate in any litigation against AVSC in any way connected with a Released Claim, nor will they accept any award or remedy as a result of any litigation in any way connected with a Released Claim. Nothing in this paragraph is intended to preclude Defendants from disclosing information in response to a subpoena duly issued by a court of law or a government agency having jurisdiction or power to compel such disclosure or from giving full, truthful and cooperative answers in response to questions asked by governmental authorities.

9. Advice of Legal Counsel. All parties expressly warrant and agree that they have been represented by counsel and that they have been supplied with, have read and have had an opportunity to discuss the terms of this Agreement with her own legal counsel. The parties further warrant and agree that they fully understand the contents and effect of this document, approve and voluntarily accept the terms and provisions of the Agreement with full knowledge of their significance, agree to be bound by the Agreement and sign with express intention of

effecting the extinguishment of any and all of their claims.

10. Arbitration. The parties agree that any and all disputes arising from or related to this Agreement shall be subject to binding arbitration before the Judicial Arbitration and Mediation Services ("JAMS") in Orange County, California. The prevailing party in such arbitration shall be entitled to the recovery of attorneys' fees and costs.

11. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. It is agreed that there are no collateral agreements or representations, written or oral, that are not contained in this Agreement. Any prior representations or agreements between the parties on any subject covered by this Agreement are cancelled and superseded by this Agreement.

17. Severability. Should it be determined by a court or arbitrator that any term of this Agreement is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected.

18. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

19. Headings and Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing AVSC, but Defendants and their counsel have participated in the negotiation of its terms. Defendants further acknowledge that they have had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

20. Modifications. This Agreement may be amended only by a written instrument executed by both parties hereto.

21. Assignment. The parties warrant and represent that they have not assigned or transferred to any person not a party to this Agreement any released matter or any right to any of the consideration provided by either party pursuant to this Agreement. This Agreement shall inure to any successors of all parties.

22. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

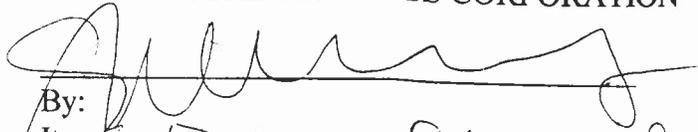
23. Counterparts. This Agreement may be executed in counterparts and shall be binding on all parties when each has signed either an original or copy of this Agreement.

The parties to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement and fully understand each and every provision contained herein, and intend to be fully bound by its provisions.

WHEREFORE, the parties have executed this Agreement on the date shown below.

DATED: Feb 28, 2005
~~January~~

AUDIO VISUAL SERVICES CORPORATION


By: _____
Its: SVP general counsel

DATED: February 25, 2005
~~January~~

3D Holdings, LLC


By: MF Dodd
Its: owner

DATED: Feb 25, 2005
~~January~~


Michael Dodd

DATED: January _____, 2005

Craig Colligan

APPROVED AS TO FORM:

By: _____
Counsel for defendant Dodd

By: _____
Counsel for defendant Colligan

By: _____
Counsel for Plaintiff