

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO**

RURAL ROUTE 3 HOLDINGS, L.P.,

Plaintiff,

v.

PATRICK A.P. DE MAN,

Defendant.

Case No.: 3:17-cv-01948

**JOINT MOTION SUBMITTING SETTLEMENT AGREEMENT IN  
COMPLIANCE WITH COURT ORDER (DOCKET NO. 31)**

TO THE HONORABLE COURT:

**COME NOW** Plaintiff Rural Route 3 Holdings, L.P. (“RR3”) and Patrick A. P. de Man (“Mr. de Man”) (RR3 and Mr. de Man are jointly referred to as the “Parties”), through their respective undersigned legal counsel, and, in compliance with this Honorable Court’s *Order* (Docket No. 31), respectfully submit the *Settlement Agreement* hereby attached as **Exhibit I**. Also, the Parties respectfully request that this Honorable Court enter Judgment pursuant to the terms and conditions of the aforementioned *Settlement Agreement*.

**WHEREFORE**, Rural Route 3 Holdings, L.P. and Patrick A. P. de Man respectfully request that the Honorable Court (1) take note of the foregoing, (2) deem that the Parties have complied with its *Order* at Docket No. 31, and (3) enter Judgment as per the terms and conditions of the *Settlement Agreement* hereby attached.

RESPECTFULLY SUBMITTED

In San Juan, Puerto Rico, this 25<sup>th</sup> day of August, 2017.

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## SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made as of this 25<sup>th</sup> day of August, 2017, by and between:

AS PARTY OF THE FIRST PART: Rural Route 3 Holdings LP ("RR3"), a Texas limited partnership, represented by its authorized representative, Adam C. Sinn.

AS PARTY OF THE SECOND PART: Mr. Patrick de Man ("Mr. de Man"), a resident of Dorado, Puerto Rico, in his individual capacity and as authorized representative of Rural Route 3 Holdings LLC.

RR3, Mr. de Man and Rural Route 3 Holdings LLC are collectively referred to in this Agreement as the "Parties".

## PRELIMINARY STATEMENTS

**WHEREAS**, on July 11, 2017, RR3 filed a Complaint against Mr. de Man in the United States District Court for the District of Puerto Rico, captioned Rural Route 3 Holdings, L.P. v. Patrick A.P. de Man., Case No. 17-01948 (JAG) (the "Civil Proceeding"), which complaint was later amended (the "Complaint").

**WHEREAS**, RR3 also filed an Application for a Temporary Restraining Order and Preliminary Injunction (the "Application for Injunctive Relief").

**WHEREAS**, on August 10, 2017, the Court granted RR3's requested temporary restraining order (the "Order").

**WHEREAS**, on July 11, 2017, RR3 filed a Complaint, which was later amended, (the "UDRP Complaint") against Mr. de Man before the National Arbitration Forum in accordance with the Uniform Domain Name Dispute Resolution Policy ("UDRP") adopted by the Internet Corporation for Assigned Names and Numbers in the proceeding captioned Rural Route 3 Holdings, L.P. v. Patrick de Man, File Number FA1707001739477 (the "UDRP Proceeding"), demanding that the registrations of the domain name "ruralroute3.holdings" (the "Disputed Domain Name") be transferred to RR3.

**WHEREAS**, on August 14<sup>th</sup>, 2017, Mr. de Man filed his Response to the UDRP Complaint.

**WHEREAS**, it is the desire of the Parties to resolve their disputes in the Civil Proceeding and the UDRP Proceeding.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

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1. The Parties agree that the above paragraphs are part of this Agreement and are not merely recitals.

2. Within 5 days of executing this Agreement, the Parties will submit a Settlement Agreement form in the UDRP Proceeding, where Mr. de Man shall transfer the Disputed Domain Name to RR3 and the UDRP Proceeding will be dismissed with prejudice.

3. Mr. de Man shall change the name of Rural Route 3 Holdings, LLC to a name that is not confusingly similar to Rural Route 3 Holdings, L.P. or to any of the company names listed below, within seven (7) days of the execution of this Agreement. Rural Route 3 Holdings, L.P. must approve the name change, which approval will not be unreasonably withheld. Mr. de Man may also have the option of cancelling the existence of Rural Route 3 Holdings, LLC.

3S Real Estate Investments, LLC  
Aspire Capital Management, LLC  
Gonemaroon Living Trust  
Rural Route 3 Management, LLC  
Sinn Gift Trust  
Aspire Commodities 1, LLC  
Aspire Commodities, LP  
Poseidon Commodities, LLC  
XS Capital Management, LLC  
XS Capital Investments, LP  
Maroon Services, Inc

4. The Parties agree to facilitate and complete the transfer of the Disputed Domain Name to RR3, after which the UDRP proceeding will be dismissed with prejudice.

5. Mr. de Man agrees that, now and in the future, he will not directly or indirectly own, and shall not purchase, control, register, seek to register any business names, domain names, trademarks, social media handles, advertising keywords, or other digital assets that incorporate, reference or use (1) the terms RURAL ROUTE, RURAL ROUTE 3, RURAL ROUTE 3 HOLDINGS, or any similar variations thereof; (2) the names of the companies listed in paragraph 3 above, any variations or components of those company names, or any similar variations thereof; or (3) the name Adam Sinn, or any components or variations of that name. Furthermore, Mr. de Man shall not assist or induce any other party, except for RR3, in doing the same.

6. Within two (2) days of receipt of notification of the domain name transfer described in paragraph 2 above and a satisfactory name change as described in paragraph 3 above, RR3 will dismiss the Civil Proceeding with prejudice.

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7. Mr. de Man will assume all the fees and expenses required to carry out the domain name transfer and name change provided in this Agreement.

8. All the appearing Parties hereby represent and warrant to each other that: (a) they are duly authorized to sign and have the actual authority to enter into and perform this Agreement; (b) they have read and understand fully all of the terms and provisions of this Agreement; and (c) they have consulted with counsel of their choice during the negotiation of and before signing this Agreement.

9. Neither this Agreement nor any proceedings in connection herewith are, or shall in any way be, construed or invoked as an admission of any liability or wrongdoing by any of the Parties hereto or of any of the allegations made in the Civil Proceeding or in the UDRP Proceeding, and thus neither this Agreement nor any of its terms shall be offered or received into evidence as anything other than the terms of the Agreement settling the disputes among and between the Parties.

10. In case any one or more of the provisions contained in this Agreement should be declared invalid, unlawful or unenforceable in any respect whatsoever by a court or other forum with competent jurisdiction over the Parties hereto and the subject matter hereof, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

11. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matters referenced herein, and may not be amended, renounced, altered, modified or revoked except in a subsequent writing signed by all of the Parties to this Agreement.

12. This Agreement was achieved through the negotiation of each term and provision, and no term or provision of this Agreement shall be construed against any of the Parties based on a contention or argument that said party or its counsel drafted such term or provision.

13. No failure of any of the Parties to exercise any right or to insist upon strict compliance by the other party with any obligation and no custom or practice of the Parties in variance with this Agreement shall constitute a waiver of the right of a party to demand exact compliance. Moreover, waiver by one party of any particular default by the other party shall not affect or impair a party's rights with respect to any subsequent default or one of a different nature, nor shall any delay or omission of a party to exercise any rights arising from such default affect or impair the rights of that party as to such default or any subsequent default.

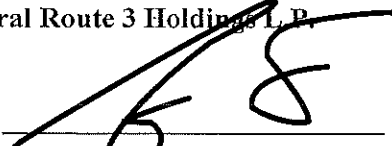
14. If Mr. de Man breaches any provision of this Agreement, he shall be responsible for all fees, including reasonable attorneys' fees, incurred as a result of that breach.


15. This Agreement is subject to, and must be interpreted according to, the laws of the Commonwealth of Puerto Rico.

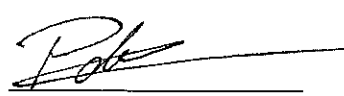
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16. This Agreement may be executed in multiple counterparts and each of said counterparts, once so executed and delivered, shall be deemed an original and taken together shall constitute but one and the same instrument. Electronic signatures shall be as valid as original signatures.

IN WITNESS WHEREOF, the appearing Parties hereto have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date set forth on the first page of this Agreement.

Rural Route 3 Holdings L.P.  
  
By: \_\_\_\_\_  
Name: Adam Sinn  
Position: President  
Date: August 25, 2017

Rural Route 3 Holdings LLC  
  
By: \_\_\_\_\_  
Name: Patrick de Man  
Position:  
Date: August 25, 2017

Patrick de Man  
  
Date: August 25, 2017

Affidavit No. \_\_\_\_\_

Acknowledged and subscribed before me on August \_\_, 2017, in \_\_\_\_\_, Puerto Rico, by Patrick A.P. de Man, of legal age, married, and resident of Dorado, Puerto Rico, in his personal capacity and as authorized representative of Rural Route 3 Holdings LLC, who I identify through his driver's license number \_\_\_\_\_, issued by the Commonwealth of Puerto Rico.

\_\_\_\_\_  
Notary Public

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Affidavit No. \_\_\_\_\_

Acknowledged and subscribed before me on August \_\_, 2017, in \_\_\_\_\_, Puerto Rico, by Adam C. Sinn, of legal age, single, and resident of Dorado, Puerto Rico, as an authorized representative of Rural Route 3 Holdings, L.P., who I identify through

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public