

## EXHIBIT A

### CONFIDENTIAL PARTIAL SETTLEMENT AGREEMENT

This Confidential Partial Settlement Agreement ("Agreement") is entered into by and between the W.6 Restaurant Group Ltd., d/b/a The Barley House of Cleveland ("Barley House") and Richie Madison ("Madison") (collectively "Plaintiffs"), on the one hand, and Richard Bengtson ("Bengtson") and Alissa Violet Butler ("Butler") (collectively, "Defendants"), on the other hand.

**WHEREAS**, on or about November 25, 2017, Bengtson and Butler visited the Barley House and were involved in series of events (the "Disputed Events") which gave rise to the litigation as defined below;

**WHEREAS**, on or about November 30, 2017, Barley House and Madison filed a Verified Complaint and Motion for Temporary Restraining Order ("Motion for TRO") in the Cuyahoga County Court of Common Pleas, Case Number CV 17 - 889784, known as *W.6 Restaurant Group, Ltd., et al. v. Richard Bengtson, et.* (the "State Court Litigation");

**WHEREAS**, on or about November 30, 2017, Barley House and Madison obtained a Temporary Restraining Order in the State Court Litigation and the State Court set a hearing for a Preliminary Injunction for December 13, 2017;

**WHEREAS**, on or about December 4, 2017, Bengtson and Butler removed the State Court Litigation to the United States District Court for the Northern District of Ohio, and the State Court Litigation was assigned to Judge Dan Polster and assigned Case No. 1:17 CV 02521 (the "Federal Court Litigation") and Bengtson and Butler filed an Emergency Motion to Dissolve the Temporary Restraining Order ("Motion to Dissolve");

**WHEREAS**, on or about December 13, 2017, Judge Polster scheduled a hearing on Defendant's Motion to Dissolve the TRO; and

**NOW, THEREFORE**, in consideration of the mutual promises, agreements, and releases contained in this Agreement, the Parties agree to resolve the Preliminary Injunction and Defendant's Motion to Dissolve the TRO and that the TRO shall expire upon the execution of this Agreement:

#### **1. Federal Rule 408**

The Parties agree that this Agreement is covered under Federal R. of Evid. 408. The Parties and their affiliates agree that this Agreement and the fact that the Parties have agreed to the talking points for a Vlog, as set forth below, for Bengtson and Butler to post on social media shall not be referred to or used as evidence or otherwise in any deposition, hearing, trial, or other proceeding relating to the issues in dispute in this Litigation or that may come into dispute in this Litigation, other than for the purpose of enforcing the terms of this Agreement.

#### **2. Bengtson's Vlog**

Except as specifically provided below, during the pendency of the litigation or until further order of court, Defendants and those acting in concert with Defendants shall not make,

disseminate, or participate in any statement, video, image, or graphic on any social media platform or otherwise make, disseminate, or participate in any commentary relating to the Barley House or its affiliated entities, Richie Madison, any employee of the Barley House or its affiliated entities, or any known patrons of the Barley House or its affiliated entities. Plaintiffs and their employees, managers, and owners agree they shall not make, disseminate, or participate in any statement, video, image, or graphic on any local news or social media platform or otherwise make, disseminate, or participate in any commentary relating to the Disputed Events, other than reserving the right to make 100% of the unedited security video available for public consumption without commentary.

The Parties agree that Bengtson may post one Vlog on his YouTube channel on a date to be provided with 24 hours notice from Defendants' counsel to Plaintiffs' counsel. The Vlog shall contain the subject matter of the following talking points in Bengtson's own words (but in the order appearing below in items i through v (provided further that the matters appearing in item iv (a) through (e) with (f) last, immediately following (e)):

- i. Bengtson's request to stop on line harassment or any other harassment of the Barley House, Madison or their employees;
- ii. Bengtson's intent that the Vlog is to be the end of this on-line discussion on the Disputed Events;
- iii. Bengtson's acknowledgment of where they went wrong by bringing this to social media attention and not having dealt with the Disputed Events privately;
- iv. Bengtson's intent to state his point of view or his side of the story regarding the Disputed Events limited to the following:
  - a. Bengtson intent to state that he did not start any physical altercation;
  - b. Bengtson and Butler were not escorted to their car;
  - c. Bengtson will state they paid their bar tab which totaled a sum certain including tips;
  - d. Butler's mother did not apologize;
  - e. Bengtson was involved in a fight outside because he was defending Butler, but;
  - f. The person he was involved in the fight with was not involved with Barley House in any way;
- v. Bengtson will reiterate his intent and request to stop on line harassment or any other harassment of the Barley House, Madison or their employees.

Defendants shall take all reasonable steps to ensure that the above-described video will not incite any hostile or violent reactions toward the Barley House or its affiliated entities, Richie Madison, or any employees or known patrons of the Barley House or its affiliated entities.

### 3. Confidentiality

The parties agree to keep the contents of this Agreement confidential and not to disclose the terms or conditions of the Agreement, except to the extent required by law, to any person other than: (a) with respect to the individuals, to their spouse, attorneys,; and (b) with respect to the Barley House, to their officers, directors and shareholders.

4. Non-Contact

The Parties agree that the Plaintiffs and Defendants shall not have contact with the other, or any of their owners, employees, or related entities. Contact shall include landline, cordless, cellular, or digital telephone; text; instant messaging; fax; e-mail; voicemail; or other direct communication including but not limited to social media. Notwithstanding the foregoing, Butler shall be permitted to have contact with Maria Rousch, but shall not initiate or participate in any discussions relating to the Disputed Events or the Federal Court Litigation. If Maria Rousch communicates in writing that she wants to have contact with Bengtson, said contact is permissible, but is subject to the further restrictions in this paragraph.

Bengtson and Butler agree that they shall not be present at the Barley House.

6. No Admission of Liability

The Parties each acknowledge that this Agreement shall not in any way be construed as an admission by any party of any liability, and that all such liability is expressly denied by each party.

8. Continuing Jurisdiction

The Parties agree that the Federal Court shall retain jurisdiction to enforce the terms and conditions of this Agreement.

9. Binding Effect

This Agreement will be binding upon, and inure to the benefit of, the parties and their respective heirs, administrators, representatives, executors, successors and assigns.

10. Governing Law

The terms and provisions of this Agreement shall be interpreted and enforced under the substantive law of the State of Ohio. Any claim, dispute, or litigation relating to, arising out of, or implicating this Agreement, shall be filed in the Federal Court Litigation.

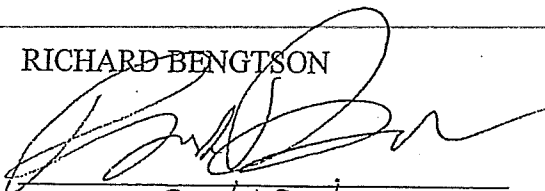
11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one Agreement. Facsimile or other electronic signatures shall be deemed to constitute original signatures, but original signatures shall be promptly exchanged.

12. Headings

The headings to this Agreement are for convenience only, and are not to be used in the interpretation of the terms hereof.

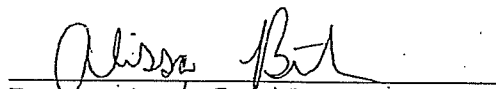
RICHARD BENGTSON

  
Date: 12/13/17

W.6 RESTAURANT GROUP LTD

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ALISSA VIOLET BUTLER

  
Date: 12/13/17

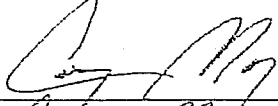
RICHEL MADISON

Date: \_\_\_\_\_

RICHARD BENGTON

Date: \_\_\_\_\_

W.6 RESTAURANT GROUP LTD

By:  \_\_\_\_\_

Its: Marketing Partner \_\_\_\_\_

Date: 12-13-17 \_\_\_\_\_

ALISSA VIOLET BUTLER

Date: \_\_\_\_\_

RICHIE MADISON

Date:  12-13-17 \_\_\_\_\_