EXHIBIT A

IRELL & MANELLA LLP
A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400
NEWPORT BEACH, CALIFORNIA 92660-6324

TELEPHONE (949) 760-0991
FACSIMILE (949) 760-5200
WEBSITE: www.irell.com

1800 AVENUE OF THE STARS, SUITE 900
LOS ANGELES, CA 90067-4276
TELEPHONE (310) 277-1010
FACSIMILE (310) 203-7199

WRITER'S DIRECT
TELEPHONE (949) 760-0[illegible]
FACSIMILE (949) 760-5[illegible]
jrehefer@irell.com

March 10, 2004

VIA FASCIMILE: (310) 458-1112

Allan Streller, Esq.
315 Montana Street, Suite 404
Santa Monica, CA 90403

Re: Compromise of Barenfeld v. Frances Davis, et. al. (case number SC 076223)

Dear Allan:

This letter memorializes the settlement agreement (the "Agreement") reached between The Hamlet Group, Inc. d/b/a Hamburger Hamlet, on behalf of itself, its affiliates, and its employees, including Frances Davis, an individual (collectively, "Hamlet"), on one hand, and Charles Barenfeld (collectively, the "Plaintiff," and together with Hamlet, the "Parties"), on the other hand with respect to all matters between them as follows:

1. CONSIDERATION FROM HAMLET.

The Plaintiffs will have an allowed claim against The Hamlet Group's bankruptcy estate in bankruptcy case no. 03-13063 (the "Case") currently pending in the United States Bankruptcy Court, District of Delaware (the "Court") in the amount of $25,000.00 (the "Claim"). The Claim shall be considered a general unsecured claim payable on a pro-rata basis with all other general unsecured claims, up to payment in full, from The Hamlet Group's bankruptcy estate.

2. CONSIDERATION FROM THE PLAINTIFFS.

In consideration of the value provided in paragraph 1 of this Agreement, the Plaintiffs agree to the following:

Based on the understandings and agreements set forth, and expressly excluding the Parties' respective rights and obligations under this Agreement, each of the Plaintiffs agrees to hereby absolutely, fully and forever generally release and discharge The Hamlet Group, its predecessors, successors and assigns, its current and former affiliates, employees and their attorneys, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, that the

Plaintiffs may have or ever had against The Hamlet Group, its affiliates, its employees, including Frances Davis, an individual, prior to the date of this Agreement.

3. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542.

With regard to the releases set forth above, the Plaintiffs each expressly waive the provisions of California Civil Code Section 1542, and any similar law, statute or policy. California Civil Code Section 1542 states as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

The Plaintiffs understand and acknowledge the significance and consequences of this waiver of California Civil Code Section 1542 and confirm that they have either discussed or been given an opportunity to discuss such matters with counsel of their choice.

4. NO ADMISSION OF LIABILITY IN FURTHER PROCEEDINGS.

This Agreement is the result of a compromise and shall never at any time for any purpose be considered an admission of liability or responsibility on the part of Hamlet, its employees or its affiliates. However, nothing in this Agreement shall serve as a waiver or release of any claims by the Plaintiffs against third-parties, including Hamlet's insurance carrier(s), whoever it may be, as of September 29, 2002 (the "Insurance Carriers").

5. CONTINUANCE OF THE CIVIL ACTION; BAR AGAINST COLLECTING FROM HAMLET.

This Agreement or anything contained herein shall not preclude the Plaintiffs from continuing their civil action, currently pending in the Superior Court of California bearing case number SC 076223 (the "Civil Action"), against Hamlet, including Frances Davis, except that the Plaintiffs forever waive any right to collect any judgment awarded in the Civil Action or any related action, and any claim arising there under, either directly or indirectly, from the Debtor's assets or bankruptcy estate or any of the Debtor's affiliates' assets or, as the case may be, bankruptcy estates, or any successors in interest to the Debtor's assets. The Plaintiffs shall look solely for collection of any award in the Civil Action from the Insurance Carriers.

6. NO PUBLIC STATEMENTS AGAINST HAMLET.

The Plaintiffs and their lawyers shall make no public or private statements to print or broadcast media in any form concerning Frances Davis' liability, the Debtor's or any of its affiliates' liability, or any of the Debtor's or its assets' successor in interests' liability arising from the Civil Action, including without limitation, statements involving any disputed facts or legal theories as between the Debtor or any of the Debtor's affiliates and the Plaintiffs.

7. MODIFICATION OF THE AUTOMATIC STAY.

The automatic stay provided by 11 U.S.C. § 362 (the "Automatic Stay") shall be modified to permit the Plaintiffs to proceed under applicable non-bankruptcy law in the Superior Court of California to final judgment on the claims asserted by the Plaintiffs against Hamlet the Civil Action, as amended in accordance with the relief provided by this Stipulation.

8. CONDITION TO ENFORCEABILITY OF THIS AGREEMENT.

The terms of this Agreement are subject to the approval of the Court and shall not be binding on Hamlet or the Plaintiffs until the Court, or any successor court that exercises jurisdiction over the Case:

(1) Approves each of the terms contained in this Agreement; and

(2) Enters an order granting the Plaintiffs relief from the Automatic Stay.

9. APPLICABLE LAW.

This Agreement is made in, and shall be governed, construed and enforced under the laws of, the State of California.

10. BINDING ON SUCCESSORS.

This Agreement shall be binding on the successors and assigns of each Party and shall be effective as of the date that the last Party executes the signatures required below.

11. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding and agreement of the Parties with respect to the settlement of their disputes, and it supersedes and replaces all prior negotiations, proposed agreements, and agreements.

12. GOOD FAITH NEGOTIATIONS.

Each Party acknowledges that this Agreement is the product of good faith negotiations between the Parties and their counsel and no actions by either Party or their counsel can be construed as having been done in bad faith.

13. AMENDMENT.

This Agreement may not be modified, amended, supplemented or terminated, and no provision of this Agreement shall be waived, except by a writing executed by all Parties to this Agreement.

14. AUTHORITY OF SIGNATORIES.

The signatories to this Agreement represent that they have read and fully understand the Agreement and that they are authorized to execute the same on behalf of the Party they represent.

10. CONSTRUCTION AND HEADINGS.

This Agreement has been prepared based on the joint efforts of the Parties. This Agreement is to be construed simply and fairly and not strictly for or against any of the Parties.

11. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. The Parties hereto will accept a facsimile of the signature pages provided that the original signature pages are mailed to the other Party's counsel immediately after those pages are signed.

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[continued on next page]

If this Agreement accurately sets forth the terms of the understanding and agreement reached between the Plaintiffs and Hamlet, please execute this Agreement in writing below and return an original copy to me at the address above.

Very truly yours,

John P. Schafer, Esq.

THE PLAINTIFFS

Agreed and acknowledged, on this 14 of March, 2004

By: ✓ Charles Barenfeld

Name: Charles Barenfeld,
as an individual

Agreed and acknowledged, on this 14 of March, 2004

By: ✓ Evelyn Barenfeld

Name: Evelyn Barenfeld,
as an individual

THE HAMLET GROUP, INC.

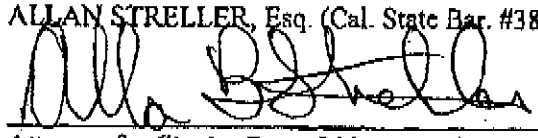
Agreed and acknowledged, on this ____ of March, 2004

By: _____

Name: Anthony Baril,
President and Treasurer,
The Hamlet Group, Inc.

APPROVED AS TO FORM BY:

ALLAN STRELLER, Esq. (Cal. State Bar. #38406)



Attorney for Charles Barenfeld and Evelyn Barenfeld

Cc: Alan Friedman, Esq. (i/o)
Kevin Rice, Esq.

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LOS ANGELES, CA 90067-4276
TELEPHONE (310) 277-1010
FACSIMILE (310) 203-7199

WRITER'S DIRECT
TELEPHONE (949) 760-5124
FACSIMILE (949) 760-5200
jscholer@irell.com

April 20, 2004

VIA FASCIMILE: (310) 458-1112

Allan Streller, Esq.
315 Montana Street, Suite 404
Santa Monica, CA 90403

Re: Amendment to Compromise of Barenfeld v. Frances Davis, et. al. (case number SC 076223)

Dear Allan:

This letter agreement memorializes the amendment (the "Amendment") to the settlement agreement dated March 10, 2004 (the "Agreement") entered into between The Hamlet Group, Inc. d/b/a Hamburger Hamlet, on behalf of itself, its affiliates, and its employees, including Frances Davis, an individual (collectively, "Hamlet"), on one hand, and Charles Barenfeld and Evelyn Barenfeld (collectively, the "Plaintiffs," and together with Hamlet, the "Parties"), on the other hand. A copy of the executed Agreement is attached to this letter as Exhibit "A."

Paragraph two of the Agreement, with emphasis added, provides:

> Based on the understandings and agreements set forth, and expressly excluding the Parties' respective rights and obligations under this Agreement, each of the Plaintiffs agrees to hereby absolutely, fully and forever generally release and discharge The Hamlet Group, its predecessors, successors and assigns, its current and former affiliates, employees and their attorneys, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, that the Plaintiffs may have or ever had against The Hamlet Group, its affiliates, its employees, including Frances Davis, an individual, prior to the date of this Agreement.

Upon review of the Agreement by Hamlet's co-counsel, we became aware that the releases provided by paragraph 2 of the Agreement failed to expressly provide a release of Hamlet's officers and directors, which we believe was the intention of the Parties.

By executing this letter agreement, the Plaintiffs acknowledge that it was the intention of the Parties to provide for the release of Hamlet's officers and directors in paragraph two of the Agreement.

By executing this letter agreement, the Plaintiffs further agree that the Agreement shall be amended to expressly include Hamlet's officers and directors in the release provided by paragraph two of the Agreement, so that paragraph two of the Agreement shall hereinafter provide, for all future purposes, as follows:

> Based on the understandings and agreements set forth, and expressly excluding the Parties' respective rights and obligations under this Agreement, each of the Plaintiffs agrees to hereby absolutely, fully and forever generally release and discharge The Hamlet Group, its predecessors, successors and assigns, its current and former affiliates, officers, directors, employees and their attorneys, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, that the Plaintiffs may have or ever had against The Hamlet Group, its affiliates, its officers, its directors, and its employees, including Frances Davis, an individual, prior to the date of this Agreement.

With regard to the additional releases provided by the Amendment, the Plaintiffs each expressly waive the provisions of California Civil Code Section 1542, and any similar law, statute or policy. California Civil Code Section 1542 states as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

The Plaintiffs understand and acknowledge the significance and consequences of this waiver of California Civil Code Section 1542 and confirm that they have either discussed or been given an opportunity to discuss such matters with counsel of their choice.

The Plaintiffs further understand and acknowledge that this letter agreement complies with paragraph thirteen of the Agreement, which provides:

> This Agreement may not be modified, amended, supplemented or terminated, and no provision of this Agreement shall be waived, except by a writing executed by all Parties to this Agreement.

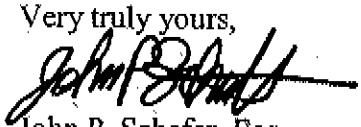
The Plaintiffs further agree and understand that, with exception to the Amendment hereunder, the Agreement shall remain in full force and effect in all other respects.

The signatories to this letter agreement represent that they have read and fully understand this letter agreement and the Amendment provided hereunder and that they are authorized to execute the same on behalf of the Party they represent.

This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument. The Parties hereto will accept a facsimile of the signature pages provided that the original signature pages are mailed to the other Party's counsel immediately after those pages are signed.

If this letter agreement accurately sets forth the terms of the understanding and agreement reached between the Plaintiffs and Hamlet with respect to the Amendment, please execute this letter agreement in writing below and return an original copy to me at the address above.

Very truly yours,



John P. Schafer, Esq.

[signatures on the next page]

THE PLAINTIFFS

Agreed and acknowledged, on this 21 of April, 2004

By: _____
Name: Charles Barenfeld,
as an individual

Agreed and acknowledged, on this 21 of April, 2004

By: _____
Name: Evelyn Barenfeld,
as an individual

THE HAMLET GROUP, INC.

Agreed and acknowledged, on this 21 of April, 2004

By: _____
Name: Anthony Baril,
President and Treasurer,
The Hamlet Group, Inc.

APPROVED AS TO FORM BY:

ALLAN STEILLER, Esq. (Cal. State Bar. #38400)

_____
Attorney for Charles Barenfeld and Evelyn Barenfeld

Cc: Alan Friedman, Esq. (I/o)
Kevin Rice, Esq.

[illegible]

THE PLAINTIFFS

Agreed and acknowledged, on this ____ of April, 2004

By: _____
Name: Charles Barenfeld,
as an individual

Agreed and acknowledged, on this ____ of April, 2004

By: _____
Name: Evelyn Barenfeld,
as an individual

THE HAMLET GROUP, INC.

Agreed and acknowledged, on this 21 of April, 2004

By: _____
Name: Anthony Bardl,
President and Treasurer,
The Hamlet Group, Inc.

APPROVED AS TO FORM BY:

ALLAN STRELLER, Esq. (Cal. State Bar. #38406)

_____
Attorney for Charles Barenfeld and Evelyn Barenfeld

Cc: Alan Friedman, Esq. (i/o)
Kevin Rice, Esq.