

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

Ramón L. Ayala-Rodríguez (a/k/a Daddy Yankee)

and El Cartel Records, Inc.,

Plaintiffs,

Civil No.: 25-01531 (MAJ)

v.

Mireddys González-Castellanos,

Defendant.

_____ /

SETTLEMENT AGREEMENT

RECITALS

WHEREAS, Plaintiffs brought this declaratory judgment action and request for preliminary and permanent injunctive relief regarding ownership and use of certain trademarks relating to the stage names “Daddy Yankee” and “DY,” among others, as set out in the Verified Complaint; and

WHEREAS, Defendant has asserted, inter alia, positions as to her rights relating to such trademarks; and

WHEREAS, the parties now wish to fully and finally resolve the disputes and claims relating to the subject matter of this litigation on the terms set forth herein, to be incorporated into a Consent Judgment and subject to continuing jurisdiction to enforce.

TERMS OF SETTLEMENT

1. Non-Interference and Non-Opposition

Defendant, Mireddys González-Castellanos (“Mireddys”), agrees, commits, and undertakes that in the future, whether directly or indirectly, she will not take any action aimed at limiting, affecting, or preventing Ramón Ayala Rodríguez (“Ramón”) from using the trademarks Daddy Yankee or DY. This includes, without limitation, the commitment not to file any opposition or additional requests for extensions of time to oppose, or other filings, before the United States Patent and Trademark Office (“USPTO”) or the Trademark Trial and Appellate Board (“TTAB”)

concerning the marks “Daddy Yankee,” “DY,” and any of the derived or associated marks listed herein [defined as the “Covered Marks” in Section 7 below]. Furthermore, Mireddys agrees not to disparage, dilute or negatively affect the Covered Marks, nor register or attempt to register any marks which may be deemed substantially similar or may cause a probability of confusion with the Covered Marks.

2. Acknowledgment of Ownership

Mireddys expressly acknowledges that the ownership of the trademarks “Daddy Yankee,” “DY,” and the remaining marks defined as the Covered Marks in Section 7 of this Settlement Agreement (including but not limited to El Cartel, Los Cangris, Big Boss) belong solely to Ramón, to the extent provided in this Settlement Agreement (the “Agreement”) and subject to the limitations set forth below.

By the same token, Ramón agrees, commits, and undertakes that in the future, whether directly or indirectly, he will not take any action aimed at limiting, affecting, or preventing Mireddys González-Castellanos from the use of the mark “Mireddys.” This includes, without limitation, the commitment to withdraw any and all filings at the USPTO regarding the mark “Mireddys” and not to file any opposition, or other filings before the USPTO or the TTAB concerning such mark. Furthermore, Ramón agrees not to disparage, dilute or negatively affect the mark “Mireddys,” nor register or attempt to register any marks which may be deemed substantially similar or may cause a probability of confusion with the mark “Mireddys.”

3. No Future Personal Ownership Claims

Mireddys agrees and commits that in the future she will not take any action aimed at using in commerce the Covered Marks or at claiming, asserting, or acquiring personal ownership rights over the trademarks “Daddy Yankee” or “DY,” or any of the Covered Marks defined in Section 7 of this Agreement, whether directly or indirectly.

Ramón agrees and commits that in the future he will not take any action aimed at using in commerce, claiming, asserting, or acquiring personal ownership rights over the name “Mireddys,” whether directly or indirectly.

4. Reservation of Prior Rights and Interests

Nothing in this Agreement shall be construed as a waiver by the parties of any claim, argument, or position she or he may have and/or have had relating to any interest existing up to the effective date of divorce between the parties concerning these marks, provided, however, that such reservations do not authorize or permit any action contrary to the undertakings in Sections 1–3 above.

5. Court Approval and Jurisdiction

The parties agree to submit this Settlement Agreement for approval by the District Court, which shall retain continuing jurisdiction to enforce this Agreement. The Agreement, upon Court

approval, shall be so ordered as a Consent Judgment, without special imposition of costs or attorneys' fees to either party.

6. Non-Disparagement/Consistent Statements

The parties mutually agree that they shall not make any public or private statement inconsistent with the terms stipulated above.

7. Definition of Covered Marks

For purposes of this Agreement, the term "Covered Marks" includes, without limitation: the marks "Daddy Yankee," "DY," "El Cartel," "Los Cangris," "Big Boss," "The Big Boss," "Sikiri," "Dura," "El Cangri," "Legendaddy," "Barrio Fino," "El Cartel The Big Boss," "El Cartel Records," together with the associated goodwill of the business connected with the use of, and symbolized by, the Covered Marks, if any.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement as of the date(s) indicated below.



Ramón L. Ayala-Rodríguez

(Plaintiff)

Date: 10/9/2025



El Cartel Records, Inc.

Represented by Ramón Ayala-Rodríguez

(Plaintiff)

Date: 10/9/2025



Mireddys González-Castellanos

(Defendant)

Date: October 9, 2025