

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (hereinafter referred to as the “Agreement”) is made and entered into by and between Plaintiff Raina Leon (“Plaintiff”), and Defendants Art Partner, Inc. (“Art Partner”) and Very Good Touring, Inc. (“VGT”) (collectively “Defendants” and collectively with Plaintiff, the “Parties”).

WHEREAS, Plaintiff provided hairstyling services in connection with the Nebuchadnezzar Opera on November 23, 2019 and November 24, 2019;

WHEREAS, on or about July 19, 2020, Plaintiff filed a Complaint in the Superior Court for the County of Los Angeles, captioned as *Raina Leon v. Live Nation Worldwide, Inc. et al.* Case No. 20STCV26420 (referred to herein as the “Action”). Plaintiff’s Complaint included seven causes of action for (i) failure to pay all wages at termination; (ii) failure to provide accurate wage statements; (iii) failure to pay minimum and overtime wages; (iv) violation of California Unfair Competition law; (v) failure to provide employment records in violation of Labor Code § 226(b); (vi) failure to provide employment records in violation of Labor Code § 1198.5; and (vii) violation of the Private Attorney General Act. Plaintiff sought to bring her claims against Live Nation Worldwide, Inc.; Art Partner, Inc.; Andrew Hewitt & Bill Silva Presents; and Kanye West.

WHEREAS, on or about January 21, 2021 Plaintiff filed her Notice of Individual Settlement informing the Court that the Parties had reached an individual settlement and would seek Court approval of Plaintiff’s request to dismiss her class action allegations without prejudice.

WHEREAS, on or about February 4, 2021 Plaintiff filed her First Amended Complaint (“FAC”) which removed defendants Live Nation Worldwide, Inc.; Andrew Hewitt & Bill Silva Presents; and Kanye West and added defendant Very Good Touring, Inc.

WHEREAS, Defendants deny that they ever employed Plaintiff, deny liability as to Plaintiff’s claims and contentions, and deny that Defendants or any of Defendants’ employees or agents can be held liable for Plaintiff’s alleged claims and/or engaged in any unlawful or improper conduct with respect to Plaintiff;

WHEREAS, Plaintiff and Defendants mutually desire to settle and terminate fully and finally any and all claims and any and all differences and disputes between them including, but not limited to, all matters related to any services Plaintiff provided to Defendants, and any other asserted or unasserted claims;

NOW, THEREFORE, the Parties desire to settle, compromise, and avoid any further litigation relating to the events or facts giving rise, or related to the contentions described in the Complaint or FAC, and have agreed to settle the Action by agreement, upon the terms and conditions, and for the consideration set forth in this Settlement Agreement.

AGREEMENT

1. No Admission. It is understood and agreed by the Parties that this Agreement represents a compromise settlement of various matters, and that the promises and payments in

consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by any party to any other party or to any other person. Defendants specifically contend that they never employed Plaintiff, disclaim any wrongdoing, and disclaim any liability to Plaintiff relating to the Action, or otherwise.

2. Settlement Payment: Plaintiff's Compensation & Adequate Consideration.

In consideration for the releases given, within seven (7) business days after the later of (i) full execution of this agreement by all Parties, (ii) receipt from Plaintiff of completed W-4 and W-9 forms identifying her taxpayer ID, and receipt from Harris & Ruble of a completed W-9 form identifying its taxpayer ID; (iii) receipt from Plaintiff of an executed Certificate of Non-Revocation (Exhibit A hereto), which cannot be executed until the eighth day after Plaintiff executes this Agreement and (iv) the Court's approval of Plaintiff's motion to dismiss her class action allegations without prejudice, Defendants shall cause to be delivered to Plaintiff's counsel, Harris & Ruble, six (6) separate checks in the total gross amount of _____, payable as follows (the "Settlement Payment"):

The total _____ settlement payment includes consideration for the settlement of all of Plaintiff's claims asserted at any time in the Action, including claims for attorneys' fees and costs. No other payment will be due or owing from any Defendant and Plaintiff represents that no other attorneys or firms have a claim to any attorneys' fees or costs in connection with this Action. Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Section 2, above, but for Plaintiff's execution of this Agreement and the fulfillment of the promises contained herein.

Plaintiff further acknowledges and agrees that, with the exception of the payments in this Agreement, Plaintiff has received from Defendants all compensation, including but not limited to, payment for all wages, bonuses, commissions, to which Plaintiff is entitled for services provided to Defendants, and that Defendants shall have no further monetary or other obligation of any kind to Plaintiff, including any obligation for any costs, expenses, and attorneys' fees incurred by Plaintiff or on Plaintiff's behalf other than as specified in this Agreement. Plaintiff further acknowledges and agrees that Plaintiff is not entitled to any other benefits and that Plaintiff has received reimbursement from Defendants of all reasonable business expenses incurred by Plaintiff in connection with any services provided to Defendants.

3. Taxes. Plaintiff understands that Defendants shall issue IRS Forms W-2 and 1099 as required by applicable law. Defendants make no representation regarding the tax consequences or liability arising from the Settlement Payment. Plaintiff understands and agrees that any and all tax liability that may be due or become due because of the payments referenced in Section 2 is Plaintiff's sole responsibility, and that Plaintiff will pay any such taxes that may be due or become due. Plaintiff shall hold Defendants harmless and indemnify Defendants for any liabilities, costs, and expenses, including attorneys' fees and costs, by any tax authority relating in any way to the tax treatment of payments made pursuant to this Agreement. Plaintiff agrees that Plaintiff shall indemnify Defendants for the full amount of such liability within thirty (30) days after receipt of notice from Defendants of the assessment of such taxes, penalties, or interest. Defendants shall be solely responsible for its employer-related reporting to any state, local and/or federal income tax agency for its payment(s) made to Plaintiff requiring a Form W-2 or 1099-MISC under this Agreement.

4. Release of All Claims by Plaintiff. Subject to the rights enumerated in Section 5, in exchange for, and in consideration of, the payments, benefits, and other commitments described herein, Plaintiff, acting for herself, Plaintiff's spouse (if any), their marital community (if any), and their respective heirs, estates, representatives, executors, successors and assigns (all encompassed in the term "Employee"), hereby fully, forever, irrevocably, and unconditionally releases and discharges Defendants, their shareholders, affiliates, subsidiaries, parent companies, Employee benefit plans, Employee benefit plan fiduciaries, insurers of Employee benefits, insurers, claims representatives, any co-employers or joint employers, and each of their officers, directors, employees, agents, attorneys, administrators, representatives, successors, heirs, assigns, and all persons acting by, through, under, or in concert with them, including but not limited to West Brands, LLC, Kanye West, Kim Kardashian West, any of their family members, and any of their affiliated entities, and any other company or individual involved in the Nebuchadnezzar Opera or Sunday Service on November 23, 2019 and November 24, 2019 ("the Performances") (collectively referred to hereinafter as the "Released Parties"), from any and all claims of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract or other common law or arising out of any federal, state, and/or local law, statute, ordinance, regulation, guidance, opinion, interpretation, caselaw, or other source of law, which Plaintiff may have against any of the Released Parties, including but not limited to any and all claims arising out of and/or in any way related to the services Plaintiff provided at or in relation to the Event, which could have arisen out of any act or omission occurring from the beginning of time to the Effective Date of this Agreement, whether now known or unknown, contingent or vested, whether anticipated or unanticipated, asserted or unasserted, at the time of execution of this Agreement or not, for any type of relief, including, without limitation, any and all claims, charges, grievances, causes of action, lawsuits or other actions of any kind seeking to recover or be awarded any form of compensation, benefits,

damages, back pay, front pay, unpaid costs or reimbursements, penalties (including late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or injunctive or other equitable relief.

This release includes, to the fullest extent permissible under applicable federal, state, and local laws and regulations, but is not limited to, any and all claims brought or that could be brought under any agreement between Released Parties on one hand and Plaintiff on the other (except for this Agreement), claims arising from or dependent on the statutory and/or common law of California; as well as any and all claims brought or that could be brought pursuant to or under any federal statute, law or regulatory authority.

The federal statutory and/or regulatory claims released by this Agreement, include, but are not limited to, the Civil Rights Acts of 1866 and 1964, as amended, 42 U.S.C. §§ 1981 and 2000(e) *et seq.*; the Civil Rights Act of 1991; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.*; the Worker Adjustment and Retraining Notification Act (WARN), the Family and Medical Leave Act of 1993 (FMLA), 29 U.S.C. § 2601 *et seq.*; the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 *et seq.*; the Sarbanes-Oxley Act of 2002, including the Corporate and Criminal Fraud Accountability Act, 18 U.S.C. § 1514A; the Plaintiff Retirement Income Security Act (ERISA), 29 U.S.C. § 1001 *et seq.*; the Equal Pay Act, 29 U.S.C. § 206(d); the Lily Ledbetter Fair Pay Act, the Pregnancy Discrimination Act; Occupational Safety and Health Act (OSHA), 29 U.S.C. § 651, *et seq.*; the National Labor Relations Act (NLRA), as amended; the Labor-Management Relations Act, as amended, and any and all claims brought or that could be brought under any other statute set forth in the statutes or codes of the United States, or any related regulatory authority, that pertains or relates to, or otherwise touches upon, the provision of services by Plaintiff to Defendants in connection with the Performances.

The State statutory and/or regulatory claims released by this Agreement include, but are not limited to, the California Labor Code 96 through 98.2, *et seq.*, the California Wage Payment Law, and in particular, California Labor Code §200, *et seq.*, including California Labor Code §§200 through 243 and §§201, 203, 226, and 226.7 in particular; California Labor Code §300, *et seq.*; California Labor Code §400, *et seq.*; the California Working Hours Law; the California Minimum Wage Requirement; California Labor Code §500, *et seq.*; California Labor Code §1194; California Labor Code §§2802 and 2804; the California Unfair Competition Act, and in particular, California Bus. & Prof. Code §17200, *et seq.*; California Bus. & Prof. Code §1-25762, *et seq.*; the California Labor Code Private Attorneys General Act of 2004, codified at California Labor Code §§2698 through 2699, including, without limitation, claims asserted under this statute on behalf of the State of California; California Code of Civil Procedure §1021.5; any other provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, in all of their iterations (including without limitation Wage Order 7 and the wage, overtime, meal, break, and rest period, record-keeping, and deduction provisions thereof); the California Fair Employment and Housing Act; the Unruh Civil Rights Act; the California Equal Pay law; the California Whistleblower Protection Law; the California Family Care Leave Act; the California Pregnancy Disability Leave Law; the California WARN Law; the California Constitution; and any and all claims brought or that could be brought under any other statute set forth in the statutes or codes of any State or local government or regulatory authority, that pertains or relates to, or otherwise touches upon, the provision of services by Plaintiff to Defendants in connection with the Performances.

This release also includes, to the fullest lawful extent, any and all actions for breach of contract, express or implied, breach of the covenant of good faith and fair dealing, express or implied, promissory estoppel, wrongful termination in violation of public policy, all other claims for wrongful termination and constructive discharge, and all other tort claims, including, but not limited to, assault, battery, false imprisonment, intentional interference with contractual relations, intentional or negligent infliction of emotional distress, invasion of privacy, negligence, negligent investigation, negligent hiring, negligent supervision, or negligent retention, defamation, intentional or negligent misrepresentation, fraud, and any and all other common law causes of action or federal, state or local laws and regulations relating to employment, employment termination, employment discrimination, harassment (including sexual harassment), and/or retaliation, wages, hours, employee benefit, compensation, and any and all claims for attorneys' fees and costs, pursuant to or arising under any such law or order.

ADEA AND OWBPA WAIVER. Plaintiff agrees that she is releasing any and all claims for age discrimination under the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), and any federal, state or local fair employment acts arising up to and through the date of her execution of this Agreement. Plaintiff further agrees that, (i) she is receiving consideration beyond that which she otherwise would have been entitled to before signing this Agreement; (ii) she is hereby advised to consult with an attorney of her choice prior to the execution of this Agreement; (iii) she has been given twenty-one (21) days from the date of receipt of this Agreement to decide whether or not to execute it; and (iv) she has seven (7) days from the execution of this Agreement to revoke its execution as to claims under the ADEA, in which case this Agreement becomes null and void as to ADEA claims if Plaintiff elects revocation in that time. This Agreement is not effective until: (i) the eighth day after Plaintiff executes the Agreement, assuming the Plaintiff does not give Notice of revocation of this Agreement pursuant to the notice provisions herein during the seven (7) day period that follows that execution; and (ii) receipt by Defendants of an executed Certificate of Non-Revocation (Exhibit A hereto; the "Effective Date"). Plaintiff acknowledges, understands, and agrees that any such revocation must be in writing and that the Settlement Payment set forth above shall not be due unless and until expiration of the deadline set forth in Paragraph 2 above. If sent by U.S. mail, written revocation must be postmarked by midnight on the seventh day following the Execution Date, properly addressed and sent by certified mail, return receipt requested. Plaintiff's failure to timely provide Exhibit A to Defendants does not modify her obligations under this Agreement but affects only Defendants' obligations to provide the Separation Payment. The Parties agree that any later agreed-upon changes of this Agreement, whether material or immaterial, do not restart the running of the consideration of the revocation period identified above.

In waiving and releasing any and all claims set forth in this Agreement, whether or not now known to Plaintiff, Plaintiff understands that if Plaintiff later discovers facts different from or in addition to those facts Plaintiff currently knows or believes to be true, this Agreement, and any waivers and releases in this Agreement, will nevertheless remain effective in all respects despite such different or additional facts and even if Plaintiff would not have agreed to this Agreement if Plaintiff had had prior knowledge of such facts.

Plaintiff expressly, knowingly, and intentionally waives the benefits and rights of any statute, rule, doctrine, or common law principle of any jurisdiction whatsoever that provides that

a general release does not extend to unknown claim, including without limitation any applicable benefits or rights under California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff further agrees that, except to enforce the terms of the Agreement and subject to the rights enumerated in Section 5, Plaintiff will not initiate or file, or cause to be initiated or filed, any complaint, suit, charge, or other proceeding asserting any of the released claims against Defendants. The consideration offered herein is accepted by Plaintiff as being in full accord, satisfaction, compromise and settlement of any and all claims or potential claims, and Plaintiff expressly agrees that Plaintiff is not entitled to and shall not receive any further recovery of any kind from, and that in the event of any further complaint, suit, charge or other proceeding whatsoever, except those to enforce the terms of the Agreement, based upon any matter released herein. **PLAINTIFF FURTHER AGREES (EXCEPT TO ENFORCE THE TERMS OF THE AGREEMENT AND SUBJECT TO THE RIGHTS ENUMERATED IN SECTION 5) TO WAIVE ANY RIGHT TO RECOVER BACK PAY, FRONT PAY, LIQUIDATED DAMAGES, PUNITIVE DAMAGES, AND/OR COMPENSATORY DAMAGES IN ANY SUIT, COMPLAINT, CHARGE, OR OTHER PROCEEDING FILED BY PLAINTIFF OR ANYONE ELSE ON PLAINTIFF'S BEHALF.**

5. Protected Rights. Notwithstanding the above, by signing this agreement, Plaintiff does not release and discharge: (a) any right to vested benefits that the Plaintiff may have under the terms of any profit-sharing or retirement benefit plan administered by Defendants; (b) the right to file any claims that are not permitted to be waived or released under applicable law or regulation, including but not limited to, the right to file claims for workers' compensation or for unemployment compensation; (c) the right to bring a lawsuit against Defendants to enforce Defendants' obligations under this Agreement; and (d) any claims arising after the date on which the Plaintiff signs this Agreement. Nor is this Agreement intended in any way to limit the Plaintiff's right or ability to: (i) make any disclosure of information required by law or protected under the whistleblower provisions of any law; (ii) initiate a charge with, provide information to, testify at, participate, or otherwise assist in investigations conducted by or engage in communications with, the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Occupational Safety and Health Administration (OSHA), the Securities and Exchange Commission (SEC), or any other federal, state or local governmental agency or commission ("Government Agencies"); or (iii) respond to any inquiry from any such authority or Governmental Agencies, including an inquiry about the existence of this Agreement or its underlying facts. This Agreement does *not* require Plaintiff to notify Defendants of any such communications or inquiry described in this Section of the Agreement. Plaintiff will, however, not seek or accept any award of back pay, front pay, compensatory damages, punitive damages, attorneys' fees, or reinstatement in any such charge, civil action, suit or proceeding. This Agreement does not limit Plaintiff's right to receive an award for information provided to the SEC.

6. Collective/Class Action Waiver: By this Agreement, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any

putative or certified class, collective, or multi-party action or proceeding based on such a claim in which either Defendants is a party. Similarly, Plaintiff waives any right to collect civil penalties pursuant to the California Private Attorneys General Act("PAGA"), or to act as a representative plaintiff in a PAGA action.

7. **No Pending Claims or Assignments.** Plaintiff represents and warrants that there are no claims, charges, lawsuits, or any similar matters of any kind filed by Plaintiff, on Plaintiff's behalf or for Plaintiff's benefit, presently pending against any of the Released Parties in any forum whatsoever, including, without limitation, in any state or federal court, or before any federal, state, or local administrative agency, board, or governing body, nor any qui tam, whistleblower, or other similar type of private attorney general action. Plaintiff also represents and warrants that there has been no assignment or other transfer of any interest in any claim that Plaintiff may have against the Released Parties, and Plaintiff agrees to indemnify and hold the Released Parties harmless from any liability, claims, demands, damages, costs, expenses and attorneys' fees incurred by them as a result of any person asserting any such assignment or transfer. This indemnity shall not require payment as a condition precedent to recovery by the Released Parties against Plaintiff under this indemnity.

8. **Covenant Not to Sue.** Subject to the rights enumerated in Section 5, Plaintiff specifically covenants not to file any suits, complaints, claims, or charges, either on Plaintiff's own behalf or in any representative capacity, in any state or federal court or before any federal, state, or local administrative agency, board, or governing body against any of the Released Parties on and/or for any and all of the claims released by this Agreement.

9. **Preclusive Effect of Agreement.** Plaintiff acknowledges, understands, and agrees that this Agreement may be pled as a complete bar to any action or suit before any court or administrative body with respect to any lawsuit under federal, state, local, or other law relating to any possible claim that existed or may have existed against Defendants or any Released Party arising out of any event occurring from the beginning of time through the Effective Date of this Agreement.

10. **Compliance with Laws.** Plaintiff acknowledges, affirms, represents, and warrants that at all times when Plaintiff performed services for Defendants, Plaintiff complied with all state and federal laws, conducted herself with the highest degree of fidelity to Defendants, and committed no acts of theft, embezzlement, misappropriation, or other forms of misconduct contrary to the interests of Defendants.

11. **Non-Admission.** Execution of this Agreement and compliance with its terms shall not be considered or deemed an admission by Defendants of any liability whatsoever, or as an admission by Defendants of any violation of Plaintiff's rights or the rights of any other person, a violation of any order, law, statute, or duty, or breach of any duty owed to Plaintiff or any other person. Defendants specifically disclaim any and all such liability.

12. **Confidentiality.** Any and all information known by Plaintiff or Plaintiff's Counsel about the content of this Agreement and all negotiations leading to it, is confidential, and Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's attorneys will not disclose or allow the disclosure of any information concerning the content of this Agreement and its performance to anyone, except that the Agreement may be disclosed by Plaintiff to Plaintiff's spouse, attorneys, accountants, and, as required, to government taxing authorities or to enforce

the rights contained in this Agreement in an appropriate legal proceeding. Notwithstanding the foregoing, Plaintiff may divulge the terms of this settlement agreement if ordered by the Court in connection with Plaintiff's motion to dismiss class action allegations.

Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel each understand and hereby agree that they are in no way to publicize or otherwise disclose to anyone, except as otherwise set forth herein, any information concerning this Agreement, and Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and hereby agree that they shall make no statement to the press or any other media regarding this Agreement. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel also understand and agree that the above agreements include, without limitation, publication, or disclosure via a website posting or social media (e.g. Facebook, Twitter). This subsection does not apply to any subpoenas or other orders compelling discovery and/or testimony. Plaintiff, Plaintiff's agents (including her spouse, if any) and Plaintiff's Counsel understand and agree that should they receive any subpoena or other order that they believe may compel discovery and/or testimony concerning this Agreement, they shall promptly, and within 24 hours of receipt of such subpoena or order, provide Notice of such to Defense Counsel listed herein via email and telephone.

Plaintiff, Plaintiff's agents (including her spouse, if any), Plaintiff's Counsel, Defendants and Defendants' Counsel, understand and hereby agree that, except as otherwise set forth herein, they will respond to any inquiries regarding the Action and/or settlement of the Action as follows: "The lawsuit has been resolved and I will not discuss anything further regarding the matter," or words to that effect. Plaintiff, Plaintiff's agents (including her spouse, if any), Plaintiff's Counsel, Defendants and Defendants' Counsel understand and agree that they are to respond as set forth above regardless of the inquiry, particularly if someone inquires if Plaintiff has a settlement agreement, entered into a settlement agreement, or received money from Defendants to settle Plaintiff's claims. This agreement in no way precludes Defendants or Defendants' counsel from disclosing such information internally, or to its counsel, accountants, or pursuant to regulatory or other reporting requirements, or in response to requests from governmental authorities, or to enforce the rights contained in this Agreement in an appropriate legal proceeding.

Plaintiff agrees that any proven breach by Plaintiff of the confidentiality obligations under this Agreement (including by Plaintiff's agents, including her spouse, if any) will cause immediate and irreparable injury to Defendants, the exact amount of which is difficult, if not impossible, to determine. Accordingly, in the event Plaintiff or Plaintiff's agents (including her spouse, if any) breach and either Defendant proves the breach of this Paragraph, the Plaintiff shall pay to the Defendant that proved the breach Five Thousand Dollars (\$2,500.00) as liquidated damages, per occurrence, which represents a fair estimate of the reasonable compensation for such a breach. The prevailing party in any such proceeding to establish a breach shall recover its reasonable attorneys' fees and costs, including all costs associated with adjudication of the alleged breach (as set forth below). Until adjudication is final, the Parties shall split all costs associated with adjudication of the alleged breach. The Parties acknowledge and agree that the liquidated damages are not a penalty, but rather reasonable damages that the Company would be entitled to recover.

13. Irreparable Harm. Subject to the rights enumerated in Section 5, Plaintiff agrees that in the event of the breach or a threatened breach by the Plaintiff of any of the provisions of this Agreement, in addition to any and all other rights remedies available to it at

law or equity, Defendants shall be entitled to: (a) cease any payments set forth in this Agreement that would otherwise be paid to the Plaintiff after the date of the breach under this Agreement; (b) money damages suffered by Defendants as a result of the Plaintiff's breach; and (c) reimbursement of court costs and attorney fees and costs reasonably incurred by Defendants in securing the Plaintiff's compliance with this Agreement. Nothing in this Section shall, or is intended to, limit or restrict any other rights or remedies Defendants may have by virtue of this Agreement or otherwise.

14. Non-Disparagement. Subject to the rights enumerated in Section 5, Plaintiff agrees that neither Plaintiff nor anyone acting on Plaintiff's behalf will make any derogatory, defamatory, or disparaging statement about Defendants and/or the Released Parties to any individual or entity, including but not limited to, Defendants' actual or potential clients, customers, vendors, financial or credit institutions, or the media, nor directly or indirectly take any action which is intended to embarrass any of them. For purposes of this Section, a disparaging statement is any communication, oral or written, which would tend to cause the recipient of the communication to question the business condition, integrity, competence, fairness, or good character of the person to whom, or entity to which, the communication relates.

15. Non-Participation. To the fullest extent permitted by law, and except as otherwise provided by Section 5, Plaintiff agrees not to participate in, aid, or assist in any way, any potential or actual claimants or plaintiffs that have, or may have in the future, any claims, actions, lawsuits or charges against Defendants or the Released Parties. Such claimants or plaintiffs may include both current and former employees, or individuals who are or may be contemplating pursuit of an action against Defendants and/or the Released Parties.

16. Amendment. This Agreement shall be binding upon Plaintiff and Defendants and may not be amended, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of subsequent date signed by both Plaintiff and Defendants.

17. Entire Agreement. This Agreement sets forth the entire Agreement between Plaintiff on one hand and Defendants on the other relating to its subject matter. This Agreement fully supersedes any prior obligation of Defendants to Plaintiff, but all prior agreements and obligations of Plaintiff to Defendants related to inventions, business ideas, confidentiality of corporate information, non-solicitation, and non-competition remain intact and are hereby reaffirmed and incorporated in this Agreement. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

18. Paragraph/Section Titles. The Section titles in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

19. Construction. Plaintiff and Defendants each acknowledge and agree that each has had a full and fair opportunity to participate in the drafting and/or negotiation of this Agreement and has had the opportunity to have this document reviewed by legal counsel. Plaintiff and Defendants each agree that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be applied to the interpretation of this Agreement

and that no inference in favor of, or against, any party shall be drawn from the fact that one party has drafted any portion of this Agreement.

20. Execution in Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, which means that the Plaintiff and Defendants may sign separate originals of this Agreement and that the executed originals, taken together, will be deemed binding. Scanned and/or facsimile signatures shall be sufficient and fully binding.

21. Choice of Law. This Agreement shall be governed by the laws of California without regard to its conflicts of laws principles.

22. Arbitration. Any and all disputes or controversies of any nature arising out of or in connection with this Agreement shall be determined by confidential and binding arbitration in accordance with the arbitration rules of JAMS to be held in Los Angeles County, California, before a single neutral arbitrator pursuant to JAMS Comprehensive Arbitration Rules and Procedures with each Party bearing its own costs and fees. The arbitrator shall be selected by mutual agreement of the Parties or, if the Parties cannot agree, then by striking from a list of arbitrators supplied by JAMS, with JAMS rules applied to break any deadlock in selecting an arbitrator. The arbitration proceedings and arbitration award shall be maintained by the Parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award and for disclosure in confidence to the Parties' respective attorneys, tax advisors and senior management and to family members of a Party who is an individual.

23. Severability. The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, if any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this Agreement shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this Agreement. To the extent any provision of the general release of claims described in Section 4 above is deemed to be illegal, invalid, or unenforceable, Defendants may, at Defendants' sole option, void this Agreement, in which case Plaintiff shall immediately return the full Settlement Payment to Defendants.

24. Waiver. Defendants' failure to insist upon Plaintiff's strict adherence to any term or obligation of this Agreement shall neither be considered a waiver nor deprive Defendants of the right to thereafter expect or insist upon strict adherence to that term or obligation, or any other term or obligation, of this Agreement.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, as applicable, Defendants' and Plaintiff's successors, assigns, heirs, estates, and representatives.

26. Notice Requirements. Any notice ("Notice") permitted or required to be given under this Agreement must be given in writing and delivered in person or by registered, U.S. mail, return receipt requested, postage prepaid, or through FedEx, UPS, DHL, or any other reputable, professional delivery service that maintains a confirmation of delivery system to the following addresses:

If to Very Good Touring, Inc.:
Very Good Touring, Inc. c/o Ashley Farrell Pickett and Bryan W. Patton
Greenberg Traurig LLP
1840 Century Park East, Suite 1900
Los Angeles, CA 90067
farrellpicketta@gtlaw.com
pattonbw@gtlaw.com

Art Partner, Inc.:
Art Partner, Inc. c/o Evan R. Moses.
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
evan.moses@ogletree.com

If to Plaintiff:
Raina Leon c/o David Garrett
Harris & Ruble
655 North Central Avenue
Glendale, CA 91203
davidgarrettesq@gmail.com

27. Attorneys' Fees and Costs. Except as provided in Section 2, Plaintiff and Defendants each agree that each party will bear its own costs and attorneys' fees in connection with all matters related to the subject matter of this Agreement and the settlement of those matters encompassed by this Agreement.

HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS IN SECTION 2 ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST DEFENDANTS AND RELEASED PARTIES SUBJECT TO SECTION 5 HEREIN.

By signing below, Plaintiff, Plaintiff's Counsel, and Defendants each acknowledge that they have carefully read and fully understand the provisions of this Agreement and that they are voluntarily entering into this Agreement.

Plaintiff:

Raina Leon

Dated: _____

For Very Good Touring, Inc.:

By: _____
Name _____
Title _____
Dated: _____

For Art Partner, Inc.:

By: _____
Name _____
Title _____
Dated: _____

EXHIBIT A

CERTIFICATE OF NON-REVOCATION

I, Raina Leon, hereby acknowledge that I received the document entitled “Confidential Settlement Agreement and General Release of All Claims” (the “Agreement”), by and between myself, Art Partner, Inc., Very Good Touring, Inc, and their shareholders, affiliates, subsidiaries, parent companies, Employee benefit plans, Employee benefit plan fiduciaries, insurers of Employee benefits, insurers, claims representatives, any co-employers or joint employers, and each of their officers, directors, employees, agents, attorneys, administrators, representatives, successors, heirs, assigns, and all persons acting by, through, under, or in concert with them, including but not limited to West Brands, LLC, Kanye West, Kim Kardashian West, any of their family members, and any of their affiliated entities, and any other company or individual involved in the Nebuchadnezzar Opera or Sunday Service on November 23, 2019 and November 24, 2019 (“Released Parties”). Thereafter, I executed the Agreement and seven (7) days have passed since my execution. By signing below, I confirm that I have not exercised my right to revoke the Agreement and understand that Defendants are relying on this Certificate of Non-Revocation and the representations herein in performing its duties under the Agreement.

Date: _____
[must be signed and dated 8 or more calendar days following date Agreement executed] _____ Raina Leon