

## **PRIVATE ATTORNEYS' GENERAL ACT SETTLEMENT & RELEASE AGREEMENT**

This Private Attorneys' General Act Settlement & Release Agreement ("PAGA Agreement" or "Settlement") is made and entered into between Plaintiff Robin Humbert (acting in a Private Attorney General capacity) and Defendants Entertainment One Reality Production, Inc., and Entertainment One Television USA, Inc, (collectively "Defendants").

### **I. DEFINITIONS**

The following terms, when used in this Settlement, shall have the following meanings:

1. "Action" means the forthcoming matter to be entitled *Robin Humbert, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act v. Entertainment One Reality Production, Inc., Entertainment One Television USA, Inc*, Los Angeles County Superior Court.

2. "Aggrieved Employees" consist of all current and former workers who were classified as independent contractors and performed work in the positions of Line Producer, Executive Producer, Supervising Producer, Field Producer, Story Producer, Co-Executive Producer, Supervising Producer, Trade Out Producer, Editor, in association with the show "Siesta Key," for Defendants during the PAGA Period.

3. "Defendants" means Entertainment One Reality Production, Inc., and Entertainment One Television USA, Inc.

4. "Named Entities" means Defendants, Creature Films, Inc., and GEP Talent Services, LLC.

5. "Complaint" means the forthcoming Representative Action Complaint entitled *Robin Humbert, individually, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act v. Entertainment One Reality Production, Inc., Entertainment One Television USA, Inc*, Los Angeles County Superior Court, Los Angeles County Superior Court Case, to be filed in Los Angeles County Superior Court within seven (7) days of Plaintiff's exhaustion of her administrative remedies with the California LWDA pursuant to Labor Code 2698, *et seq.* as set forth in Section III.1. herein.

6. "Court" means the Superior Court of California for the Los Angeles.

7. "Effective Date" means after all of the following have occurred: (i) the Court has approved the PAGA Agreement; and (ii) if an appeal or appeals are filed, the final resolution of any appeals, provided that the PAGA Agreement is ultimately approved.

8. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

9. "LWDA" means the California Labor and Workforce Development Agency.

10. "Gross Settlement Amount" is the non-reversionary sum of One Hundred Forty-Thousand Dollars and No Cents (\$140,000.00), which represents the total amount payable under

this PAGA Agreement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA for civil penalties, payment of Plaintiff's attorneys' fees and costs, and payment to the Settlement Administrator for administration costs.

11. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff's attorneys' fees up to thirty-five percent (35%) of the Gross Settlement Amount, currently estimated at \$49,0000.00; (b) Plaintiff's costs up to \$5,000.00; and (c) administration costs up to \$1,350.00.

12. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

13. "PAGA Period" means the time period between April 6, 2019 and July 21, 2020.

14. "Released Parties" mean Named Entities and all of their past and present owners, officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any individual or entity that could be jointly liable with Named Entities.

15. "PAGA Released Claims" mean any and all known and unknown claims for civil penalties recoverable under Labor Code §2699(a), (e), and (f) that were alleged or could have been alleged against Defendants and any of the Released Parties arising out of the facts, circumstances and primary rights at issue in the Complaint, including without limitation, claims for civil penalties under PAGA (whether known or unknown) based on the following underlying Labor Code violations: (a) failing to pay overtime wages for all overtime hours worked to Plaintiff and similarly aggrieved employees in violation of Labor Code §§ 510, 1194, 1198; (b) failing to provide all meal periods in violation of Labor Code §§ 226.7, 512; (c) failing to authorize and permit all rest periods in violation of Labor Code §§ 226.7, 516, and 1198; (d) failing to pay Plaintiff and other similarly aggrieved employees all final wages at end of their employments in violation of Labor Code §§ 201-202; (e) failing to furnish Plaintiff and similarly aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code §§ 226 and 226.3; (f) failing to pay Plaintiff and similarly aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; (g) willfully misclassifying Plaintiff and similarly aggrieved employees as independent contractors in violation of Labor Code § 226.8; or any other claim for civil penalties that could have been plead under PAGA based on the facts, circumstances, and primary rights at issue in the operative Complaint, that arose during the PAGA Period. The PAGA Released Claims excludes the release of any claims for wages or other damages. The PAGA Released Claims will become effective as of, and no earlier than the date that Defendants deliver/transfer the Gross Settlement Amount to the Settlement Administrator.

16. "Parties" mean Plaintiff and Defendants.

17. "Plaintiff" means Robin Humbert.

18. "Plaintiff's Counsel" means Sam Sani of Sani Law, APC, and Daniel Forouzan of Forouzan Law APC.

19. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

## **II. FACTUAL BACKGROUND**

1. On or about March 4, 2020, Plaintiff served a draft Complaint alleging, on behalf of Plaintiff and Aggrieved Employees, Defendants’ violation of the PAGA based on Defendants’ alleged (a) failure to pay overtime wages; (b) failure to provide all meal periods; (c) failure to authorize and permit all rest periods in violation; (d) failure to pay all final wages at end of employment; (e) failure to furnish complete, accurate itemized wage statements; (f) failure to timely pay all earned wages during employment; (g) willfully misclassifying employees as independent contractors. Plaintiff alleges that Defendants are liable for civil penalties under PAGA.

2. Between March 20, 2020 and July 17, 2020, the Parties engaged in an informal exchange of discovery and engaged in extensive negotiation of Plaintiff’s PAGA representative claim. At the conclusion of the negotiation, the Parties reached an agreement to resolve Plaintiff’s PAGA claims asserted in the draft Complaint, subject to Plaintiff’s sending letters to the LWDA and the Complaint, as described herein. The Parties reach this settlement only after such arms’ length negotiation, investigation, and analysis were performed and fully considered.

3. On July 22, 2020, Plaintiff sent a letter to the LWDA to notify the LWDA of alleged Labor Code violations committed by Defendants as set forth in the Complaint and Plaintiff’s intention to file a civil action. The LWDA did not indicate an intention to investigate the allegations on its own within the applicable statutory time period.

4. Defendants deny all of the allegations in the Complaint, including the PAGA Released Claims. Defendants deny that they have violated any section of the Labor Code or committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

5. The Parties understand, acknowledge, and agree that this PAGA Agreement represents a full compromise and settlement of highly disputed claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of this Action. The Parties and their counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through trial and through any possible appeals. The Parties further acknowledge that this PAGA Agreement is a compromise of disputed claims and nothing therein is intended or will be construed as an admission by Defendants that Plaintiff’s claims in the Action have merit or that Defendants have any liability to Plaintiff or any of the Aggrieved Employees. Nor is this PAGA Agreement an admission by Plaintiff that Defendants’ defenses in the Action have merit.

## **IN CONSIDERATION OF THE PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES TO THE ACTION AGREE AND COVENANT AS FOLLOWS:**

### **III. SETTLEMENT TERMS AND CONDITIONS**

1. **Filing Representative Action Complaint.** As a material term and condition of this PAGA Agreement, within seven (7) days of Plaintiff’s exhaustion of her administrative remedies with the California LWDA pursuant to Labor Code 2698, *et seq.*, Plaintiff shall file a Representative Action Complaint with one cause of action to recover civil penalties under PAGA with Robin Humbert as named PAGA representatives pursuant to Labor Code section 2698 *et seq.*

based on Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 226.8, 512, 510, 1198, on behalf of herself, other aggrieved employees, and the State of California, as well as for attorneys' fees pursuant to Labor Code section 2699(g)(1), interest, and costs.

2. **Non-Admission.** Nothing in this PAGA Agreement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties have entered into this PAGA Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This PAGA Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

3. **Gross Settlement Amount.** Defendants shall pay One Hundred and Forty Thousand Dollars and Zero Cents (\$140,000.00) as the non-reversionary Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator within fourteen (14) calendar days after the Effective Date.

4. **Escalator Clause.** Defendants represent there are approximately 539 weekly pay periods worked by approximately 19 Aggrieved Employees from April 6, 2019 through July 21, 2020. If the actual number of pay periods worked by the Aggrieved Employees through July 21, 2020 increases by ten percent (10%) or more (i.e., if there are more than 593 weekly pay periods worked by Aggrieved Employees from April 6, 2019 through July 21, 2020), then Plaintiff has the discretionary option to rescind the Settlement by communicating that decision to both the Claims Administrator and Defendants in writing.

5. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiff's Attorneys' Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be \$49,000.00) and costs incurred in prosecuting this Action, up to \$5,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the Fee Award should be reduced, the other terms of the PAGA Agreement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.
- b. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$1,350.00 for administering the PAGA Agreement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount.

Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

6. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Lab. Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

The Parties agree that should the Court deny approval of the PAGA Agreement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement. A reallocation of less than the amount requested for Plaintiff's attorney's fees and/or costs shall not be a basis upon which Plaintiff or Plaintiff's counsel may void this agreement. Even if reallocation under this provision is required to obtain Court approval of the PAGA Agreement, Defendants will not be required under any circumstances to increase the Gross Settlement Amount.

7. **PAGA Released Claims.** In her capacity as a Private Attorney General or "aggrieved employee" acting on behalf of herself, the State of California and Aggrieved Employees, Plaintiff agrees that upon the date that Defendants deliver/transfer the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Aggrieved Employees shall fully release and forever discharge any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon the date that Defendants deliver/transfer the Gross Settlement Amount to the Settlement Administrator, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

The Parties agree that should the Court deny approval of the PAGA Agreement based on the inclusion of Creature Films, Inc., and/or GEP Talent Services, LLC in the definition of Released Parties herein, the Parties shall re-negotiate in good faith the scope of the definition of Released Parties and/or Named Entities and/or Defendants in this PAGA Agreement in an effort to obtain the Court's approval of the PAGA Agreement. Denial of approval of the PAGA Agreement based on the inclusion of Creature Films, Inc., and/or GEP Talent Services, LLC in the definition of Released Parties herein shall not be a basis upon which the Parties may void this PAGA Agreement. Even if re-negotiation of the scope of the definition of Released Parties and/or Named Entities and/or Defendants the under this provision is required to obtain Court approval of the PAGA Agreement, Defendants will not be required under any circumstances to increase the Gross Settlement Amount.

8. **Covenant Not to Sue.** Each Aggrieved Employee agrees that, to the fullest extent permitted by law, he or she shall not hereafter, individually, nor as a representative member of a class or through any collective proceedings, file any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or administrative complaint against any of the

Released Parties, that alleges any of the PAGA Released Claims that arose during the PAGA Period.

9. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

- a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this PAGA Agreement.
- b. Plaintiff acknowledges that she has read this PAGA Agreement, that she fully understands her rights, privileges, and duties under the PAGA Agreement, and enters into this PAGA Agreement freely and voluntarily, and without duress. Plaintiff further acknowledges that she had the opportunity to consult with her attorneys to explain the terms of this PAGA Agreement and the consequences of signing this PAGA Agreement.

10. **Confidentiality.** Except as provided below, to the extent necessary to effectuate the PAGA Agreement or as required by court or legal process, Plaintiff will keep the terms of this PAGA Agreement confidential, unless ordered by the Court. Neither Plaintiff nor Plaintiff's Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the PAGA Agreement on any website, or otherwise publicize the PAGA Agreement, except that Plaintiff and/or Plaintiff's Counsel may submit the PAGA Agreement to the Labor Workforce Development Agency as required under the PAGA. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries concerning the PAGA Agreement except to refer any press inquiries to the papers filed with the court.

11. **Court Approval of Settlement.** To permit judicial review and approval of the PAGA Agreement, as required by Labor Code Section 2698, *et seq.*, Plaintiff's Counsel shall prepare, file, and serve a motion requesting approval of the PAGA Agreement pursuant to Lab. Code § 2699(1) ("Motion"). Plaintiff's Counsel will be responsible for drafting all documents necessary to obtain approval of the PAGA Agreement, subject to reasonable approval by Defendants. Defendants agree not to challenge or otherwise oppose Plaintiff's Motion provided that Plaintiff's Counsel allows reasonable time for review and comment.

12. **Notice to the State.** Plaintiff's Counsel agrees to comply with the notice requirements of Lab. Code § 2699(1)(2) and § 2699(1)(3). Plaintiff will file the PAGA Agreement with the Court and submit the PAGA Agreement to the LWDA as part of the Parties' seeking Court approval of the PAGA Agreement. Plaintiff will also submit a copy of the approval order and judgment to the LWDA within 10 days of its entry by the Court.

13. **Termination of Settlement.** The PAGA Agreement is expressly conditioned upon the Court's entering the Approval Order and Judgment. If the Court does not approve the PAGA Agreement, or if the Court does not enter judgment, as provided for in this PAGA Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the PAGA Agreement is not approved or is materially modified or reversed or found to be invalid, or if the LWDA or any other state or government agency seeks to intervene in the action and/or commences an enforcement action, then either of the Parties shall have the right within ten (10) days of written

notice thereof to elect to terminate the PAGA Agreement, in which case the PAGA Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this PAGA Agreement.

14. **Judgment.** As part of the Motion to approve the PAGA Agreement, Plaintiff shall submit a proposed Order and Judgment which approves the PAGA Agreement as fair, reasonable, and adequate, and directs the Parties to effectuate the PAGA Settlement according to the terms of the PAGA Settlement. The proposed Order and Judgment will request pursuant to Code Civ. Proc. §664.6 that the Court retains jurisdiction over the Action for the purpose of enforcing the terms of this PAGA Agreement. This PAGA Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

#### **IV. ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this PAGA Agreement.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of work, end date(s) of work, total pay periods worked, and, if necessary, Social Security numbers. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the PAGA Agreement.

Within seven (7) calendar days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause in Section III.4 has been triggered. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.6., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendants fully discharge their obligation to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within two (2) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; and (3) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this PAGA Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Plaintiff, Defendants, Defendants' Counsel, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the individual PAGA Payments called for in this Agreement, and the Aggrieved Employees are not relying on any statement, representation, or warranty by Plaintiff, Defendants, Defendants' Counsel, or Plaintiff's counsel with respect to tax consequences of any payment under this PAGA Agreement.

## **V. MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this PAGA Agreement. The Parties agree that the terms and conditions of this PAGA Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of

this PAGA Agreement for purposes of having terms construed against that Party. This PAGA Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this PAGA Agreement.

2. **Successors.** This PAGA Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this PAGA Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This PAGA Agreement shall be construed under and governed by the laws of the State of California. This PAGA Agreement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this PAGA Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this PAGA Agreement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this PAGA Agreement has been made to them and acknowledge and represent that this PAGA Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of PAGA Released Claims. This PAGA Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the PAGA Agreement as provided herein; or (ii) the PAGA Agreement does not become final for any other reason, then this PAGA Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

7. **Judgment and Continued Jurisdiction.** After approval of this PAGA Agreement, the Court's Order and Judgment will effectuate a final judgment in the Action in conformity with the PAGA Settlement's terms and effectuate the release of all PAGA Released Claims against the Released Parties as set forth in this PAGA Agreement. The Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the PAGA Agreement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this PAGA Agreement.

8. **Amendment or Modification.** This PAGA Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this PAGA Agreement and to take all appropriate action required or permitted to be taken by such

Parties pursuant to this PAGA Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this PAGA Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the PAGA Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the PAGA Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this PAGA Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts.** This PAGA Agreement is subject only to the execution of all Parties. However, the PAGA Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

11. **Captions.** The captions and paragraph titles in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision thereof.

12. **Acknowledgement that the PAGA Agreement is Fair and Reasonable.** The Parties believe this PAGA Agreement is a fair, adequate and reasonable settlement of the PAGA Released Claims, and have arrived at this PAGA Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this PAGA Agreement.

13. **Invalidity of Any Provision.** Before declaring any provision of this PAGA Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this PAGA Agreement valid and enforceable.

14. **Severability.** If any term or provision of this PAGA Agreement is held to be invalid or unenforceable, the remaining portions of this PAGA Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the PAGA Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **Waiver.** No waiver of any condition or covenant contained in this PAGA Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

16. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this PAGA Agreement or to declare rights and/or obligations under this PAGA Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. In any proceeding to enforce the terms of this PAGA Agreement, the Parties may disclose the terms of this PAGA Agreement to the extent necessary to enforce the PAGA

Agreement, but shall make all efforts to preserve the confidentiality of this PAGA Agreement, including but not limited to filing the relevant provisions of the PAGA Agreement and/or discussion of these terms under seal or conditionally under seal to the fullest extent appropriate and possible.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this PAGA Agreement, and this PAGA Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this PAGA Agreement, and further intend that this PAGA Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. **Denial of Liability.** The Parties expressly recognize that neither the acceptance nor the performance by Defendants of the terms of this PAGA Agreement in any way constitutes an admission or concession of wrongdoing on the part of Defendants. Except for the purposes of the interpretation, implementation or enforcement of the PAGA Agreement or any orders or judgments of the Court entered into in connection therewith, which includes barring claims that are released pursuant to this PAGA Agreement, neither this PAGA Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability fault, wrongdoing, omission, concession, or damage.

20. Notwithstanding the foregoing, this PAGA Agreement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the PAGA Agreement or any orders or judgments of the Court entered into in connection therewith.

**IN WITNESS THEREOF**, the Parties each acknowledge that they have read the foregoing PAGA Agreement, accept and agree to the provisions contained in this PAGA Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: September 30, 2020

*Robin Humbert*  
Robin Humbert, Plaintiff

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Entertainment One Reality Production, Inc.

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Entertainment One Television USA, Inc.

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

Its: \_\_\_\_\_

**IN WITNESS THEREOF**, the Parties each acknowledge that they have read the foregoing PAGA Agreement, accept and agree to the provisions contained in this PAGA Agreement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: \_\_\_\_\_, 2020

9/29  
Dated: \_\_\_\_\_, 2020

9/29  
Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Robin Humbert, Plaintiff



\_\_\_\_\_  
Entertainment One Reality Production, Inc.  
Gary Gradinger

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

Its: EVP  
\_\_\_\_\_



\_\_\_\_\_  
Entertainment One Television USA, Inc.  
Gary Gradinger

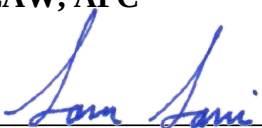
By: \_\_\_\_\_

Its: EVP  
\_\_\_\_\_

**APPROVED AS TO FORM**

Dated: September 30, 2020

**SANI LAW, APC**

By: 

Sam Sani

Attorney for Plaintiff, Robin Humbert

Dated: 9-29-2020, 2020

**FOROUZAN LAW, APC**

By: 

Daniel Forouzan

Attorney for Plaintiff, Robin Humbert

Dated: 9/ 29, 2020

**MITCHELL SILBERBERG & KNUPP LLP**

By: 

Jeremy M. Mittman

Stephen Franz

Attorneys for Defendants, Entertainment

One Reality Production, Inc., Entertainment

One Television USA, Inc, Creature Films, Inc.