

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release ("Agreement") is made and entered into by and between Daniil Rulin ("Rulin"), on the one hand, and Cranetown Media LLC, Deputy Productions, LLC, and Entertainment One Television USA Inc. ("Defendants"), on the other hand. Rulin and Defendants are referred to collectively herein as the "Parties."

WHEREAS, on or about September 25, 2020, Rulin filed a complaint against Defendants in Los Angeles Superior Court, Case No. 20STCV36992 (the "Action"), alleging violations of California Labor Code Sections 201.5, 203, 226(a), 226(b), 510, 1194, and 1198.5 and California Business and Professions Code Section 17200;

WHEREAS, Defendants deny and dispute all of Rulin's claims in good faith;

WHEREAS, Rulin and Defendants agree that a bona fide dispute exists as to whether Defendants owe Rulin any compensation or penalties, and if so, the extent of appropriate monetary recovery, if any; and

WHEREAS, Rulin and Defendants have decided to settle fully and finally all differences and disputes between them up to and including the date of this Agreement, including but not limited to those differences and disputes which are the subject matter of the Action, and any and all claims which could have been alleged by Rulin against Defendants or the Releasees identified in Paragraph 4 below.

NOW, THEREFORE, in order to resolve all pending and potential claims arising out of or related to Rulin's employment with one or more Defendants, including, but not limited to those claims set forth in the Action, and solely to avoid the risks and expenses of further litigation, and without any admission of liability or wrongdoing whatsoever, and in consideration of the covenants and promises contained in this Agreement, Rulin and Defendants agree as follows:

1. No Admission of Liability

The Parties hereto recognize that this Agreement effects a settlement of disputes which are denied and contested. This Agreement shall not in any way be construed as an admission by Defendants, or any of the Releasees identified in Paragraph 4 below, that any of them have acted wrongfully or failed to act lawfully with respect to Rulin or any other person, or that Rulin has any rights whatsoever against Defendants, or any of the Releasees identified in Paragraph 4 below. Defendants specifically disclaim any liability to or wrongful acts or omissions against Rulin or any other person, on the part of Defendants and the Releasees identified in Paragraph 4 below, and their respective employees and agents, past and present. Defendants believe a bona fide dispute exists as to whether Defendants owe Rulin any compensation or penalties, and if so, the extent of appropriate monetary recovery, if any. Neither this Agreement, nor anything in it, shall be admissible in any proceeding as evidence of any unlawful or wrongful conduct by Defendants, or any of the Releasees identified in Paragraph 4 below. This Agreement, however, may be used in a proceeding to enforce the Agreement.

2. Dismissal of All Pending Proceedings

Plaintiff agrees that, upon execution of this Agreement, Defendants may file the Request for Dismissal and Proposed Order, which are attached hereto as Exhibit 1.

3. Consideration

(a) In consideration of the covenants undertaken and releases given herein by Rulin, and in full and final settlement of any and all claims of any kind or nature which were alleged by, or could have been alleged by, Rulin against Defendants and/or any of the Releasees identified in Paragraph 4, Defendants will pay a settlement amount in the total gross amount of Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (the “Settlement Amount”), as follows:

(i) One check in the total amount of Nineteen Thousand Three Hundred Eighty-Four Dollars and Zero Cents (\$19,384.00) representing Rulin’s alleged penalties. Defendants shall issue to Rulin a Form 1099 in connection with this payment; and

(ii) One check in the total amount of Fifteen Thousand Six Hundred Sixteen Dollars and Zero Cents (\$15,616.00), made payable to Harris & Ruble representing Rulin’s alleged attorneys’ fees and costs. Defendants shall issue to Harris & Ruble and Rulin Form 1099s in connection with this payment.

(b) Provided that Rulin (1) signs this Agreement, and (2) he and his counsel timely provide Defendants with valid and executed W-9 tax forms, the foregoing checks will be sent to Rulin’s counsel (Harris & Ruble, c/o Alan Harris, 655 North Central Avenue, 17th Floor, Glendale, CA 91203) within twenty-one (21) business days after all of the foregoing requirements are met.

(c) Rulin understands and expressly agrees that the Settlement Amount referred to in this Paragraph 3 includes any claim or claims for costs and/or attorneys’ fees incurred in connection with any claims under the California Labor Code or the Action, or any other action arising from or attributable to the matters covered in this Agreement, and agrees that no additional claim for attorneys’ fees and costs will be made against Defendants or the Releasees identified in Paragraph 4 below, by Rulin or any agent, attorney, or representative of Rulin (“Agent”).

(d) Rulin acknowledges that he has had the opportunity to receive, and to the extent desired, has received independent professional advice from his own tax advisors with respect to the tax consequences of entering into this Agreement and the settlement proceeds that will be paid. Rulin also acknowledges and agrees that Defendants have not made any representations regarding the taxability of the payments or benefits provided to Rulin or his counsel under this Agreement, and he has not relied upon any representation by Defendants on that subject. Rulin agrees that he and/or his counsel shall be exclusively liable for the payment of all federal and state taxes which may be due in connection with the Settlement Amount received by them and/or their Agents under this Agreement, and Rulin hereby represents that he and/or his Agents will make payments on such taxes at the time and in the amount required of him and/or his Agents if such sums are required. Rulin hereby agrees to indemnify Defendants and the Releasees identified in Paragraph 4 below for all liabilities, losses, costs, expenses,

interest, payments, or penalties that may result from Rulin's receipt of the above Settlement Amount in the event that any dispute should arise with respect to the taxability of such payments.

(e) Rulin acknowledges and agrees that Defendants are not obligated to provide the above-referenced consideration to him under their normal policies and procedures. Rulin also acknowledges and agrees that no other monetary payments shall be made to him in return for entering into this Agreement and no other monies or benefits are owed to him by Defendants or any of the Releasees identified in Paragraph 4 below.

(f) Rulin acknowledges and agrees that no portion of the Settlement Amount is being allocated toward any claim under PAGA. The PAGA claim will be dismissed without prejudice by operation of law.

4. Complete Release by Rulin of All Claims, Known or Unknown

(a) In consideration of the covenants undertaken herein by Defendants, to the fullest extent permitted by law, Rulin hereby irrevocably and unconditionally RELEASES, ACQUITS AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Defendants and all of Defendants' parent, predecessor, successor, subsidiary and affiliated companies and entities, and each of the foregoing companies' and entities' respective divisions, officers (including, but not limited to, Gary Grading), directors, shareholders, partners, limited partners, agents, employees, managers, members, trustees, representatives, independent contractors, payroll companies, temporary staffing agencies, attorneys, insurers, owners, licensees, representatives, successors and assigns, past and present, (all of which and whom are collectively referred to as "Releasees"), with respect to and from any and all claims, demands, rights, liens, injuries, losses, agreements, contracts, covenants, actions, suits, causes of action, charges, complaints, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, interest, promises, indemnification, contribution, accounts, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which Rulin now owns or holds, or has at any time heretofore owned or held, or may in the future hold against said Releasees, arising out of, grounded upon, or in any way connected with Rulin's employment on *Deputy*, the facts alleged in the Action, or any other transactions, occurrences, acts or omissions or any loss, damages or injury whatsoever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of Defendants or Releasees, committed or omitted prior to the date Rulin signs this Agreement ("Claim or Claims").

(b) Rulin's release of any such Claim or Claims includes, but is not limited to, any action arising out of foreign, federal, state, or local constitution, statute, ordinance, regulation, or common law, including, but not limited to, any Claims arising under the National Labor Relations Act; the Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964; the Equal Pay Act; the Americans with Disabilities Act; the Family and Medical Leave Act; Employee Retirement Income Security Act; the Worker Adjustment and Retraining Notification Act; the Comprehensive Omnibus Budget Reconciliation Act of 1985; the Fair Labor Standards Act; the California Fair Employment and Housing Act; all provisions of the California Labor Code; all provisions of the California Government Code; all provisions of the California Insurance Code; all provisions of the California Corporations Code; all provisions of the California Business and Professions Code; the California Family Rights Act; the Unruh

Civil Rights Act; the Ralph Civil Rights Act; the California Worker Adjustment and Retraining Notification Act; the orders of the California Industrial Welfare Commission regulating wages, hours and working conditions; any other foreign, federal, state or local laws prohibiting employment discrimination or otherwise regulating employment; any Claim or Claims for discrimination, failure to prevent discrimination, retaliation of any kind, failure to prevent retaliation, harassment, failure to prevent harassment, assault, battery, misrepresentation, fraud, deceit, invasion of privacy, breach of contract, breach of quasi-contract, breach of implied contract, an accounting, wrongful or constructive discharge, breach of the covenant of good faith and fair dealing, libel, slander, defamation, invasion of privacy, negligent or intentional infliction of emotional distress, violation of public policy, negligent supervision, negligent retention, negligence, interference with business opportunity or with contracts, unfair competition, false arrest, false imprisonment, conspiracy, negligent hiring, failure to provide reasonable accommodation, or failure to participate in the interactive process; and any Claim or Claims for wages, overtime, meal/rest period premiums, penalties, liquidated damages, vacation pay, severance pay, commissions, bonus or similar benefit, sick leave, pension, retirement, retirement bonus, holiday pay, life insurance, health or medical insurance, or reimbursement of health or medical costs. For the avoidance of doubt, Rulin agrees that, upon payment of the consideration in Paragraph 3, he will no longer be an “aggrieved employee” (as defined in Labor Code Section 2699, *et seq.*) of any Releasee and will not now or in the future claim to be an “aggrieved employee” of any Releasee as a result of any Claim or Claims.

(c) The Parties agree that a good faith and bona fide dispute exists over whether Rulin is owed wages, interest and/or penalties by any Releasee. In light of that dispute and for the consideration set forth herein, Rulin understands and agrees that this Agreement irrevocably and unconditionally releases any Claim or Claims against the Releasees for wages, interest and/or penalties of any kind under the California Labor Code, the Fair Labor Standards Act, the Industrial Welfare Commission Wage Orders, or any other federal, state or local law whether based on statute, regulation, administrative order, or common law, that Rulin may now have or that may arise before Rulin signs this Agreement. This release includes, but is not limited to, a release of any Claim or Claims based on Rulin’s allegations that Defendants or any Releasees failed to comply with any applicable wage and hour laws. This Agreement constitutes a compromise of the Parties’ bona fide wage disputes.

(d) Rulin represents and agrees that he shall not seek or be entitled, either individually or as a representative member of a class, to any personal recovery from Defendants, their employees, agents or representatives, or any of the Releasees, through any action, complaint, charge, grievance, or any other form of administrative or legal proceeding against Defendants or any of the Releasees based upon, or arising out of, or in any way related to, any Claim or Claims released herein.

5. Unknown Claims

Rulin expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the California Civil Code – and any similar state or federal law – and does so understanding and acknowledging the significance and consequence of such specific waiver of Section 1542. Section 1542 of the California Civil Code states as follows:

“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.”

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each and all of the Releasees, Rulin expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which Rulin does not know or suspect to exist in his favor, at the time of execution hereof, and that this Agreement contemplates the extinguishment of all such Claims.

6. Limitation on Releases

(a) The releases set forth in this Agreement do not include the release of: (i) any claims for unemployment or disability compensation to which Rulin may be entitled under the law; (ii) any rights Rulin has been granted pursuant to this Agreement for which receipt has not been acknowledged herein; and (iii) any claims or rights which Rulin is prohibited by law from releasing.

(b) Notwithstanding any other provision in this Agreement, this Agreement does not prevent Rulin from doing any of the following, without notifying or obtaining prior permission from Defendants or any Releasee: filing a charge or complaint with, providing information to, or participating in any investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, the Securities and Exchange Commission, the National Labor Relations Board, the California Department of Fair Employment and Housing, or any other federal, state or local governmental agency or commission. However, by signing this Agreement, Rulin is fully waiving his right to obtain any personal monetary damages from Defendants or any Releasee based on claims asserted in any such charge or complaint.

7. Confidentiality

(a) Rulin agrees that, except with Defendants' express written permission and other than the Request for Dismissal and related papers to be filed with the Court, Rulin and his Agents shall keep confidential and will not disclose to anyone (including, but not limited to, any past, present or prospective employee of, or applicant for, employment with Defendants) any and all information concerning: the facts and legal claims which were alleged, or could have been alleged, in the Action (including but not limited to any other claims related to Rulin's past employment with any Releasee); and the terms of or existence of this Agreement. Notwithstanding the foregoing, nothing shall prevent Rulin from making any disclosure of information required by law, Court or tribunal, or from disclosing any of the information described in this subparagraph (a) to Rulin's legal and financial advisors, spouse, registered domestic partner, or taxing authority, who shall also be advised of this confidentiality provision and who shall agree to abide by it.

(b) Rulin agrees that, should he receive any service of process seeking information as described in subparagraph (a) of this Paragraph 7, he shall notify counsel of record for Defendants, Emma Luevano, Esq., Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, California 90067, or any other person hereinafter designated by Defendants, in writing within three (3) business days and will cooperate with Defendants with respect to any such service of process.

(c) Rulin understands and agrees that this Paragraph 7 is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement. Damages resulting from a breach of this Paragraph would be substantial but difficult to ascertain. It is further agreed that, for each such breach by Rulin or any person to whom either Rulin disclosed information under subsection (a) of Paragraph 7, Rulin will be required to pay to Defendants liquidated damages in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00).

(d) This Paragraph does not limit Rulin's rights that are set forth in Paragraph 6 above.

8. Non-Assignment of Claims

Rulin represents and agrees that he has not heretofore assigned or transferred any Claim or Claims against Defendants, or any of the Releasees, or any portion thereof or interest therein, and he agrees to indemnify, defend and hold harmless Defendants and the Releasees against any and all Claim or Claims based on, arising out of, or in connection with any such transfer or assignment of any such Claim or Claims or any portion thereof or interest therein. This Agreement and all of its terms shall be binding upon and shall inure to the benefit of Defendants and Rulin, and their heirs, successors, assigns, estate, personal representatives, executors, and administrators.

9. Severability

Should any part, term, or provision of this Agreement, with the exception of the releases embodied in Paragraphs 4 and 5 be declared or determined by any Court or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or unenforceable part, term or provision shall be deemed stricken and severed from this Agreement and any and all of the other terms of the Agreement shall remain in full force and effect to the fullest extent permitted by law. The releases embodied in Paragraphs 4 and 5 are the essence of this Agreement and should any of these Paragraphs be deemed invalid or unenforceable, this Agreement may be declared null and void and any consideration received under this Agreement shall be returned to Defendants.

10. Enforcement of this Agreement

This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered into and fully performed in California, without regard to principles of conflict of laws.

11. Prevailing Parties

Defendants and Rulin agree that the prevailing party in any action to enforce this Agreement shall be entitled to receive from the losing party reasonable attorneys' fees and costs incurred in enforcing this Agreement.

12. No Attorneys' Fees or Costs

Except as stated in Paragraph 3, each Party to this Agreement shall bear his and its own attorneys' fees and costs of any kind incurred in connection with this matter, including but not limited to the negotiation, review, and finalization of this Agreement.

13. Prior Agreements/Entire Agreement

This Agreement constitutes and contains the full and complete understanding and agreement between Rulin and Defendants with respect to the within subject matter and supersedes all agreements between Rulin and Defendants or Releasees, if any, whether written or oral. This is an integrated document.

14. Counterpart Execution and Use of Photocopies

This Agreement may be executed in counterparts and through DocuSign, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic and/or facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

15. Effect of Waiver of Breach

No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. The failure or waiver of any Party at any time to require performance of any provisions hereof shall in no manner affect the right at a later time to enforce the same or any other provision. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

16. Paragraph Descriptions

The use of headings in this Agreement is only for ease of reference and the headings have no effect and are not to be considered part or terms of this Agreement.

17. Consultation with Counsel

Rulin acknowledges that he has carefully read and fully understands this Agreement, and that he has had the opportunity to ask his counsel and/or Defendants about any questions, concerns or issues he may have in connection with the Agreement or its terms. Rulin further acknowledges that he has consulted legal counsel of his choice in connection with this Agreement and consents to all of the terms and provisions contained herein knowingly, voluntarily and without any reservation whatsoever.

18. Amendment Only in Writing

This Agreement may not be amended except by an agreement in writing signed by the Party or Parties to be charged or bound by such amendment.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

I have read and understand this Agreement, and consent to all of the terms and provisions contained herein voluntarily and without any reservation.

Daniil Rulin

DATED: _____

Cranetown Media LLC

DATED: _____

By: _____
Its: _____

Deputy Productions, LLC

DATED: _____

By: _____
Its: _____

Entertainment One Television USA Inc.

DATED: _____

By: _____
Its: _____