

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Alan Taylor (“Taylor”), (“Plaintiff”), on the one hand, and Outlaw JB, LLC (“OBJ”) and Michael Jai White (“White”) (collectively, “Defendants”), on the other hand. Taylor, OBJ and White are referred to collectively herein as the “Parties.”

WHEREAS, on November 9, 2020, Taylor, individually and on behalf of all others similarly situated, filed a Complaint in the Los Angeles Superior Court as Case No. 20STCV4289, against OBJ and White (“Taylor Action”). The Complaint, which was denominated on the caption as a “Potential PAGA Representative Action; Class Action” asserted seven causes of action against OBJ and White including: (1) Continuing Wages under Cal. Lab. Code §§ 201.5 and 203 (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 510, 1194, 1194.2 and 1197 and 1197.1; (3) Failure to Provide Meal Breaks in Violation of Cal. Lab. Code §§ 226.7 and 512(a); (4) Failure to Provide Rest Breaks in Violation of Cal. Lab. Code § 226.7; (5) Unfair Competition in Violation of Cal. Bus. & Prof. Code § 17200; (6) Failure to Provide Employment Records in Violation of Cal. Lab. Code § 226(b); and (7) Failure to Provide Employment Records Upon Request in Violation of Cal. Lab. Code § 1198.5 (“Complaint”).

WHEREAS, on November 9, 2020, Taylor also submitted a letter re “*Alan Taylor, et. al. v. Outlaw JB LLC, et al. – PAGA Notice*” to the Labor & Workforce Development Agency (“LWDA”) alleging, that with respect to his employment with OBJ and White, that these Defendants had violated provisions of the California Labor Code which were outlined in the Complaint which was attached to the letter. The letter and the Complaint are referred to collectively as the “Taylor PAGA Letter.” By way of the Taylor PAGA Letter, Taylor sought to serve as a Private Attorney General under California’s Private Attorneys General Act in order to seek penalties on his and others’ behalf (the “Taylor PAGA Claims”).

WHEREAS, Defendants deny and dispute all of Plaintiff’s claims in good faith;

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

WHEREAS, Plaintiff 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 Taylor PAGA Letter, and the Taylor Action, and any and all claims which could have been alleged by Plaintiff against Defendants or the Releasees identified in Paragraph 5 below.

NOW, THEREFORE, in order to resolve all pending and potential claims arising out of or related to Plaintiff’s employment with Defendants, including, but not limited to those claims set forth in the Taylor PAGA Letter and Taylor 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, Plaintiff 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 5 below, that any of them have acted wrongfully or failed to act lawfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Defendants, or any of the Releasees identified in Paragraph 5 below. Defendants specifically disclaim any liability to or wrongful acts or omissions against Plaintiff or any other person, on the part of Defendants and the Releasees identified in Paragraph 5 below, and their respective employees and agents, past and present. 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 5 below. This Agreement, however, may be used in a proceeding to enforce the Agreement.

2. Dismissal of All Pending Proceedings

Taylor agrees that upon execution of this Agreement, OJB and White may file the Dismissal of the Taylor Action which is attached hereto as Exhibit 1.

3. Dismissal of PAGA Claims

Taylor agrees that upon execution of this Agreement, he shall take any and all steps necessary to effectuate abandonment of his PAGA Claims, including but not limited to, by filing with the LWDA a notice of abandonment of the Taylor PAGA Claims, and covenants not to sue any Releasee defined in paragraph 5 under California's Private Attorneys General Act. The payment set forth in Paragraph 4 shall not be deposited unless and until Defendants receive confirmation that that notice of abandonment has been filed with the LWDA

4. Consideration

(a) In consideration of the covenants undertaken and releases given herein by Plaintiff, 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, Plaintiff against Defendants and/or any of the Releasees identified in Paragraph 5 (and expressly excluding claims on behalf of anyone other than Plaintiff), OJB will pay a settlement amount in the total gross amount of (the "Settlement Amount"), as follows:

(i) One check in the total amount of _____, representing Plaintiff's respective alleged penalties. OJB shall issue Plaintiff the appropriate Form 1099 in connection with this payment;

(ii) One check in the total amount of _____ made payable to the Harris & Ruble Trust Account representing Taylor's alleged attorneys' fees and costs. OJB shall issue Harris & Ruble the appropriate Form 1099 in connection with this payment.

(b) Provided that Plaintiff: (1) signs this Agreement, (2) does not revoke this Agreement as set forth in Paragraph 6 below, and (3) Plaintiff and his counsel timely

provide OJB with valid and executed W-9 tax forms and confirmation that Plaintiff has filed his notice of abandonment of his PAGA claims, the foregoing checks will be sent to Plaintiff'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) Plaintiff understands and expressly agrees that the Settlement Amount referred to in this Paragraph 4 includes any claim or claims for costs and/or attorneys' fees incurred in connection with any claims under the California Labor Code or the PAGA Letter, 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 5 below, by Plaintiff or any agent, attorney, or representative of any Plaintiff ("Agent").

(d) Plaintiff acknowledges that he has had the opportunity to receive, and to the extent desired, has received independent professional advice from his own tax advisor with respect to the tax consequences of entering into this Agreement and the settlement proceeds that will be paid. Plaintiff also acknowledges and agree that Defendants have not made any representations regarding the taxability of the payments or benefits provided to Plaintiff or his counsel under this Agreement, and Plaintiff has not relied upon any representation by Defendants on that subject. Plaintiff 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 him and/or his Agents under this Agreement, and Plaintiff 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. Plaintiff hereby agrees to indemnify Defendants and the Releasees identified in Paragraph 5 below for all liabilities, losses, costs, expenses, interest, payments, or penalties that may result from Plaintiff's receipt of the above Settlement Amounts in the event that any dispute should arise with respect to the taxability of such payments.

(e) Plaintiff acknowledges and agrees that OJB is not obligated to provide the above-referenced consideration to him under its normal policies and procedures. Plaintiff 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 5 below.

5. Complete Release by Plaintiff of All Claims, Known or Unknown

(a) In consideration of the covenants undertaken herein by Defendants, to the fullest extent permitted by law, Plaintiff hereby covenants not to sue and fully releases and discharges Defendants and all of Defendants' parent, predecessor, successor, subsidiary and affiliated companies and entities (including but not limited to Jaigantic Entertainment, Inc. and HLK Visions, Inc.), and each of the foregoing companies' and entities' respective divisions, officers, 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 Plaintiff 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 Plaintiff's employment relationship with Defendants, his separation from that employment, the facts alleged in the Taylor PAGA Letter and Taylor 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 Plaintiff's sign this Agreement, but expressly excluding claims on behalf of anyone other than Plaintiff ("Claim or Claims").

(b) Plaintiff's release of, and covenant not to sue on, 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; the California Private Attorneys General Act, California Labor Code Section 2699 *et. seq.* ("PAGA"); 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, penalties, civil penalties, meal or rest period premiums, 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, Plaintiff agrees that, upon payment of the consideration in Paragraph 4, 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 Plaintiff is owed wages, interest and/or penalties by any Releasee. In light of that

dispute and for the consideration set forth herein, Plaintiff 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 Plaintiff may now have or that may arise before Plaintiff signs this Agreement. This release includes, but is not limited to, a release of any Claim or Claims based on Plaintiff's allegations that Defendants failed to comply with any applicable wage and hour laws. This Agreement constitutes a compromise of the Parties' bona fide wage disputes.

(d) Plaintiff 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.

6. Release by Plaintiff of Age Discrimination in Employment Act Claims

Plaintiff agrees and expressly acknowledges that this Agreement includes a waiver and release of all claims that Plaintiff has or may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. Section 621, *et seq.* ("ADEA"). The following terms and conditions apply and are part of the waiver and release of ADEA claims under this Agreement: The waiver and release of claims under the ADEA contained in this Agreement does not cover rights or claims that may arise after the date on which Plaintiff signs this Agreement. Plaintiff is advised to consult an attorney before signing this Agreement. Plaintiff is granted twenty-one (21) days after he is presented with this Agreement to decide whether or not to sign this Agreement. Plaintiff will have the right to revoke the waiver and release of claims under the ADEA within seven (7) days of signing this Agreement, and this Agreement shall not become effective or enforceable until the eighth (8th) day after Plaintiff signs the Agreement. Revocation can be made only by written notice of revocation to Stephen A. Rossi, Esq. of Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, California 90067. Plaintiff hereby acknowledges and agrees that he is knowingly and voluntarily waiving and releasing his rights and claims only in exchange for consideration in addition to anything of value to which he already is entitled.

7. Release By Plaintiff of All Claims, Known or Unknown

Plaintiff acknowledges that there is a risk that subsequent to the execution of this Agreement, that he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with his prior relationship with Defendants, but that is unknown or unanticipated at the time of the execution of this Agreement. Plaintiff further acknowledges that he may hereafter discover claims or facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement, and which, if known or suspected at the time of executing this Agreement, may have materially affected this Agreement. Plaintiff hereby specifically assumes such risk and agrees that this Agreement and the releases contained herein shall and do apply to all unknown or unanticipated results of any and all matters caused by or connected with Plaintiff's employment

by Defendants or the termination thereof, as well as those currently known or anticipated. Accordingly, Plaintiff acknowledges that he has read Section 1542 of the California Civil Code (“Section 1542”), which states:

“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”

and that, as part of this general release, and not by way of limitation, Plaintiff expressly waives, relinquishes and forfeits all rights and benefits accorded by the provisions of Section 1542, and furthermore waive any rights that he might have to invoke said provisions now or in the future with respect to any rights or claims released in this Agreement. Plaintiff acknowledges that he understands the significance and consequence of this release and specific waiver of all known and unknown claims.

8. 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 Plaintiff may be entitled under the law; (ii) any rights Plaintiff has been granted pursuant to this Agreement for which receipt has not been acknowledged herein; or (iii) any claims or rights which Plaintiff is prohibited by law from releasing.

(b) Notwithstanding any other provision in this Agreement, this Agreement does not prevent Plaintiff 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 administrative 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, Plaintiff 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.

9. Confidentiality

(a) Plaintiff agrees that, except with Defendants’ express written permission, Plaintiff 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 terms of or existence of this Agreement or the settlement of Plaintiff’s Claims. Notwithstanding the foregoing, nothing shall prevent Plaintiff 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 Plaintiff’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. This Section does not limit Plaintiff's rights that are set forth in Paragraph 8.

(b) Plaintiff agrees that, should he receive any service of process seeking information described in subparagraph (a) of this Paragraph 9, he shall notify counsel of record for OJB, Stephen A. Rossi, Esq., Mitchell Silberberg & Knupp LLP, 2049 Century Park East, 18th Floor, Los Angeles, California 90067, sar@msk.com, or any other person hereinafter designated by OJB, in writing within three (3) business days and will cooperate with OJB with respect to resisting production of such information.

(c) Plaintiff understands and agrees that this Paragraph 9 is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement.

10. Dispute Resolution

In consideration of the mutual promises set forth herein, the Parties agree that any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of or relating to the subject matter of this Agreement, shall be settled by final and binding arbitration in Los Angeles before a single mutually-agreed-upon arbitrator at JAMS or any other mutually agreed upon arbitration provider, pursuant to JAMS's Comprehensive Arbitration Rules and Procedures then in effect (www.jamsadr.com) or pursuant to the equivalent comprehensive arbitration rules of the mutually agreed upon provider. In the event the parties cannot agree on an arbitrator, the JAMS arbitrator selection rules shall apply. Questions of arbitrability and jurisdiction shall be decided by the arbitrator. Each Party shall initially pay his or its own expenses of arbitration, and shall initially split the costs of the arbitrator. The Parties further agree that the prevailing party in the arbitration shall be entitled to receive from the losing party reasonable attorneys' fees and costs incurred in enforcing this Agreement. For the avoidance of doubt, the arbitrator may include the arbitrator's fees (including compensation) in any fee and cost award granted to the prevailing party.

11. Non-Assignment of Claims

Plaintiff 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 they 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 Plaintiff, and their heirs, successors, assigns, estate, personal representatives, executors, and administrators.

12. Severability

Should any part, term, or provision of this Agreement, with the exception of the releases embodied in Paragraphs 5 and 6 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 5 and 6 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 OJB.

13. 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.

14. Prevailing Parties

Defendants and Plaintiff 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.

15. No Attorneys' Fees or Costs

Except as stated in Paragraph 4, each Party to this Agreement shall bear his, her 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.

16. Prior Agreements/Entire Agreement

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

17. Counterpart Execution and Use of Photocopies

This Agreement may be executed in counterparts, 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.

18. 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(s) 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.

19. 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.

20. Consultation with Counsel

Plaintiff 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 they may have in connection with the Agreement or its terms. Plaintiff 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.

21. 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.

Alan Taylor

DATED: _____

Outlaw JB, LLC

DATED: _____

By: _____
Its: _____

Michael Jai White

DATED: _____