

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (the “Agreement”) is executed by and between Plaintiff Felix Olmos (“Olmos” or “Plaintiff”), on the one hand, and Defendants NFL Productions LLC and NFL Ventures, L.P. (collectively, the “NFL”), on the other hand. Olmos and the NFL are referred to collectively herein as the “Parties” or individually as a “Party.”

WHEREAS, NFL Ventures, L.P. (“NFL Ventures”) engaged Olmos as an independent contractor to provide traffic control and/or security services for a NFL Ventures production filmed in California on August 19, 2020 (the “Production”);

WHEREAS, on or about October 30, 2020, Olmos filed a Class Action Complaint in the Los Angeles Superior Court (Case No. 20STCV42047) against the NFL and Claudio Kuhn (collectively, “Defendants”) alleging violations of the California Labor Code and Business and Professions Code §§ 17200 *et seq.* (the “Action”);

WHEREAS, on or about November 6, 2020, Olmos sent a letter to the California Labor and Workforce Development Agency, pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code §§ 2698 *et seq.*, alleging violations of various provisions of the California Labor Code by Defendants (the “LWDA Letter”) but has not filed a PAGA claim in court; and

WHEREAS, Olmos and the NFL desire to settle all differences between them.

NOW, THEREFORE, in consideration of the covenants and mutual promises herein contained, it is agreed as follows:

1. General Release by Olmos.

a. Except for the obligation to pay Olmos the amount set forth in Paragraph 8 of this Agreement, Olmos for himself and for his heirs, executors, administrators, successors and assigns (hereinafter referred to collectively as “Olmos Releasers”), hereby releases, discharges and promises not to sue the NFL and any and all of its/their parents, subsidiaries, shareholders, related entities, affiliates (including, without limitation, NFL Enterprises LLC, NFL Network, NFL Network Services, Inc., NFL NSI Services, LLC, NFL Properties LLC, NFL Foundation, and the National Football League and its and their respective member clubs, individually and/or collectively), insurers, divisions, employee benefit plans, predecessors, successors and assigns, and all of their past and present officers, investors, directors, stockholders, trustees, attorneys, fiduciaries, heirs, agents, employees (including, without limitation, Claudio Kuhn), contractors, or any one of them (hereinafter referred to collectively as the “Defendant Released Parties”), as to any and all claims, demands, causes of action, fees and liabilities, claims for money damages, or any other type of relief of any nature whatsoever, whether known or unknown, whether statutory or common law, which Olmos ever had, now has or may hereafter have against the Defendant Released Parties by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter up to and including the date Olmos executes this Agreement.

b. Without limiting the generality of the foregoing or characterizing the nature of Olmos's claims, this Agreement releases the Defendant Released Parties from any claim by Olmos: (i) for wages, including overtime wages, bonuses, commissions, vacation pay, sick pay, severance, back pay, front pay, or compensation of any kind including any such claim arising under federal or California state law; (ii) for civil penalties pursuant to any provision of the California Labor Code and/or the Industrial Welfare Commission's Wage Orders; (iii) for alleged public policy violation, discrimination, harassment, or retaliation, or other violation under Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e *et seq.*), the Civil Rights Act of 1866 (42 U.S.C. § 1981), the Americans With Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), the Equal Pay Act, the Rehabilitation Act, the California Fair Employment and Housing Act (Cal. Gov't Code §§ 12940 *et seq.*), the California False Claims Act (Cal. Gov't Code § 12650 *et seq.*), the California Labor Code, the public policies of California, or any other federal, state, or local statute, ordinance or common law which forbids discrimination, harassment, or retaliation; (iv) for any claim by Olmos of negligence, breach of an express or implied employment contract, collective bargaining agreement, violation of public policy, wrongful discharge, constructive termination, discriminatory discharge, conspiracy, fraud, false imprisonment, intentional or negligent infliction of emotional distress, mental or physical injury, tortious interference with contract or prospective economic advantage, or defamation; (v) under any other federal, state, or local statute or common law that may apply in the context of his former engagement with the NFL or any of its affiliates, including, but not limited to, the Family and Medical Leave Act, the California Family Rights Act, the Employee Retirement Income Security Act, and the Sarbanes-Oxley Act of 2002; and (vi) any and all claims for attorney's fees, costs, and disbursements which Olmos ever had, now has, or hereafter can, shall or may have against the Defendant Released Parties for, upon or by reason of any act, omission, transaction or occurrence up to and including the date he executes this Agreement (collectively, the "Olmos Released Claims"). Notwithstanding the foregoing, nothing in this Agreement shall affect claims that cannot be released as a matter of law.

c. Olmos expressly waives all claims or rights to any other type or amount of relief not set forth in this Agreement and holds forever harmless the Defendant Released Parties as to any and all actions which they took, may have taken, or failed to take in the course of Olmos's engagement with any of the Defendant Released Parties. Olmos agrees that, except for the Settlement Sum set forth in Paragraph 8 below, he is not entitled to any further amounts from the NFL or any of the Defendant Released Parties, and is not owed any wages or penalties under any provision of the California Labor Code, the Fair Labor Standards Act, or any other applicable law.

d. Except with respect to a breach of obligations arising out of this Agreement, if any, to the fullest extent permitted by law, Olmos agrees not to lodge any complaint in court, or with any federal, state or local agency or any other forum, including without limitation arbitration, in any jurisdiction, arising out of or related to the Olmos Released Claims. Other than the LWDA Letter and the Action, Olmos hereby represents and warrants that he has brought no complaint, claim, charge, action or proceeding against any of the Defendant Released Parties in any jurisdiction or forum, nor will he, from the date of

signing forward, assist or encourage any other person or persons in doing so, except as expressly provided otherwise in Paragraph 4 below.

e. Except with respect to a breach of obligations arising out of this Agreement, execution of this Agreement by the Parties operates as a complete bar and defense against any and all of the Olmos Released Claims. If Olmos should hereafter make any of the Olmos Released Claims as part of any charge, complaint, action, claim or proceeding against the Defendant Released Parties (individually or collectively), this Agreement may be raised as and shall constitute a complete bar to any such action, claim or proceeding and the Defendant Released Parties, or any of them, shall be entitled to and shall recover from the other all costs incurred, including attorneys' fees, in defending against any such action, claim or proceeding.

f. Olmos agrees to cooperate with the NFL to secure the dismissal of the Action as to himself, with prejudice, and as to the putative class, without prejudice. Olmos understands and affirms that this Agreement is contingent on dismissal of Olmos's Action in its entirety.

2. **Release by the NFL.** The NFL, for itself and its successors and assigns, hereby releases, discharges and promises not to sue Olmos as to any and all claims, demands, causes of action, fees and liabilities, claims for money damages, or any other type of relief of any nature whatsoever, whether known or unknown, whether statutory or common law, which the NFL ever had, now has or may hereafter have against Olmos by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter up to and including the date the NFL executes this Agreement.

3. **Waiver of Unknown Claims.** This Agreement is intended to be effective as a bar to all released claims as stated above. Accordingly, the Parties hereby expressly waive any and all rights and benefits conferred by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected released claims. SECTION 1542 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.”

4. **Agency Charges.** Nothing in this Agreement, including the Release, Non-Disclosure/Non-Publicity, and Non-Disparagement provisions at Paragraphs 1, 3, 6, and 10, is intended to prohibit Olmos from filing a charge with any government agency or from cooperating with or providing truthful information to any such agency or law enforcement or from providing truthful testimony (if compelled by law or legal process)

in any administrative or other legal action. However, Olmos understands that, by signing this Agreement, he has waived his right to recover any money from any of the Defendant Released Parties, other than the amount payable under Paragraph 8.

5. **Representations by Olmos.** Olmos represents that, to the best of his recollection, as of the date he executes this Agreement he has not personally discussed the Action, the fact that the parties have agreed to a settlement of the Action, or the amount he will receive pursuant to the settlement of the Action with any other individuals who provided services on the Production.

6. **Non-Disclosure/Non-Publicity.**

a. **Effect of Previous Obligations.** Olmos acknowledges that this Agreement relating to the Action is not intended to supersede, limit, or affect any obligation, contractual or otherwise, which Olmos has with respect to the disclosure, use or protection of any proprietary or privileged, confidential, work product or trade secret information of the NFL. All previous written agreements and responsibilities imposed by law and/or by contract, relating to the NFL's intellectual property, proprietary information, confidential, privileged, work product or trade secrets, including but not limited to obligations as to disclosure and assignment of inventions, shall remain in full force and effect and shall survive the execution of this Agreement. To the extent that any previous written agreements are inconsistent with the obligations in this section of the Agreement, the provisions of the previous written agreement(s) will control.

b. **Non-Publicity of Settlement.** Except as otherwise expressly provided in this Agreement, as required by lawful subpoena or legal process (after notice to the NFL within a reasonable period for making an objection), and/or as necessary to obtain dismissal of the Action consistent with Paragraph 8, Olmos agrees, and agrees to instruct his attorney(s), not to: (i) publicize in any written or recorded form (including, but not limited to, websites, social media, YouTube, Vimeo, e-mail, text messages, blogs, or any other paper or electronic writing) Olmos' allegations in the Action, the terms and conditions of this Agreement, and/or the amount Olmos received pursuant to the settlement of the Action; or (ii) discuss such matters with any representative(s) of the news media or in any public forum. Olmos further agrees not to affirmatively contact any current or former employees or contractors of the NFL regarding the terms and conditions of this Agreement and/or the amount Olmos received pursuant to the settlement of the Action.

7. **No Admission of Wrongdoing.** Nothing contained herein shall be construed as an admission by any Party of fault or liability with respect to any other Party or as an admission by any Party of any allegation made by any other Party in this matter and the NFL expressly denies all such allegations that have been made against it by Olmos, including that Olmos should have been treated as an employee rather than an independent contractor, and Olmos agrees that at all times he performed services to the NFL as an independent contractor.

8. **Consideration and Dismissal of the Action With Prejudice.** In return for the promises, covenants, and releases agreed to by Olmos in this Agreement, the NFL agrees to pay Olmos the total gross amount of Twenty Thousand Dollars (\$20,000.00) in

settlement of all of Olmos's claims alleged in the Action, including without limitation his claim(s) pursuant to California Labor Code sections 201.5, 203, 226(a), 226(b), 226.7, 512(a), 1194, 1197, 1197.1, 1198.5, Business and Professions Code section 17200 *et seq.* and request for attorneys' fees and/or costs (the "Settlement Sum"). The Settlement Sum shall be paid in a single check made payable to "Harris & Ruble Client Trust Account" in the gross amount of Twenty Thousand Dollars (\$20,000.00), from which there will be no tax withholding and which gross amount shall be allocated to Olmos' claims for penalties, attorneys' fees, costs, and interest; the NFL shall issue Olmos and his attorney(s) IRS forms 1099 for this payment.

The Settlement Sum check will be provided to Olmos's attorney(s), with a fully executed copy of this Agreement, within fourteen (14) business days of the latest of: (A) the date counsel for the NFL receives a copy of this Agreement signed by Olmos and an executed request for dismissal of Olmos's individual and putative class claims in the Action; or (B) the date the Superior Court dismisses the class claims alleged in the Action without prejudice and Olmos's individual claims with prejudice, provided that both (A) and (B) have occurred. Olmos shall file the request for dismissal of the Action and accompanying declaration promptly upon execution of this Agreement and will promptly provide counsel for the NFL with conformed copies of the filing. The parties agree to cooperate in good faith to obtain dismissal of the Action, in accordance with the terms of this Agreement.

Olmos acknowledges and agrees that the allocation of the Settlement Sum between him and his attorney(s) was made solely on the basis of an agreement between and among Olmos and his attorney(s), whose terms are, and will remain unknown to the NFL. Olmos acknowledges and agrees that the NFL's payment of the Settlement Sum in the manner set forth above fully satisfies the NFL's payment obligations under this Agreement. Olmos agrees to indemnify each Defendant Released Party and hold it harmless from and against any and all liability and expenses (including, without limitation, attorneys' fees, expert witness fees and court and administrative hearing costs) arising from or relating to any claim made against such Defendant Released Party by Olmos or his attorney(s) relating in any way to the allocation of the Settlement Sum between Olmos and his attorney(s).

9. Indemnification. Olmos understands and agrees that he is solely responsible for any tax liabilities and consequences that he may incur as the result of all payments made under this Agreement, and that the Defendant Released Parties shall bear no responsibility for any such liabilities or consequences. Olmos agrees to indemnify and hold the Defendant Released Parties harmless from liability for tax payments, required tax withholdings, penalties, additions to tax and/or interest that Olmos is obligated to pay, and the Defendant Released Parties shall not be required to pay any further sums to Olmos for any reason as part of this settlement even if the tax liabilities and consequences to Olmos are ultimately assessed in a fashion not presently anticipated by him.

10. Non Disparagement. To the fullest extent permitted by law and except as otherwise provided in Paragraphs 4, 6 and/or 11 herein, Olmos agrees that he will not

disparage the NFL or its related or affiliated entities with respect to their policies or practices for individuals hired or engaged on a production of any kind. Nothing herein shall preclude Olmos from truthfully commenting on or expressing opinions about the on-field, football activities of the National Football League or the other Defendant Released Parties.

11. No Cooperation/Assistance. To the fullest extent permitted by law, Olmos represents, warrants, and agrees not to voluntarily provide a declaration or affidavit, submit to deposition, or testify in any court or arbitration proceeding in any jurisdiction against the NFL or Claudio Kuhn, arising out of or related to any person's former, current, or prospective employment with or engagement by the NFL or any affiliated entity or employee on any NFL production. Nothing in this Agreement, however, shall restrict Olmos' ability to testify truthfully in any suit, hearing, or investigation which Olmos has not personally commenced provided that his testimony is compelled by subpoena or other operation of law.

12. Eligibility for Re-Engagement. Olmos agrees that he will not intentionally seek an engagement to work on any production of any of the Defendant Released Parties as an independent contractor in California in the future. However, it shall not be a violation of this Agreement if Olmos is engaged to work on an NFL production or retained by a production in which the NFL is involved, whether as a contractor or otherwise.

13. Complete Agreement. Except as expressly provided otherwise in Paragraph 6(a) hereinabove, the terms embodied in this Agreement represent the complete and full agreement of the Parties and no other representations, oral or written, have been made between the Parties, and any subsequent alterations, additions or deletions to this Agreement shall be ineffective unless reduced to writing and signed by each of the Parties whose signature appears below. This is a fully integrated agreement.

14. Joint Preparation/Advice of Counsel. This Agreement has been negotiated by and between Parties of equal bargaining power and each has had the opportunity to contribute to its drafting. It is not to be construed in favor of or against either Party hereto.

15. Effective Date. This Agreement (and the releases contained herein) shall be effective and enforceable on the date Olmos executes the Agreement (the "Effective Date"). Olmos agrees by his signature below that he has had, and that the NFL gave him, a reasonable time in which to consider this Agreement before executing it, and that such period was sufficient for him to fully and completely consider all of its terms. Olmos hereby waives any right he might have to additional time within which to consider this Agreement. Olmos acknowledges that he was represented by counsel in his review of this Agreement. Olmos has read this Agreement and is entering into it voluntarily.

16. Choice of Law and Forum Selection. This Agreement shall be construed and governed for all purposes in accordance with the laws of the State of California without regard to principles of conflicts of law. The forum for resolution of any dispute

arising out of or related to this Agreement shall be the state or federal courts, as appropriate, in the County of Los Angeles, California.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a portable document format (.pdf) data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .pdf signature page were an original thereof.

18. Captions. The Parties understand and agree that any captions are utilized for convenience only, and do not operate to explain or limit the provisions of this Agreement.

19. Severability. If any term of this Agreement is held to be invalid, void or unenforceable, except for the releases in Paragraphs 1, 2, and 3 above, the validity of the remaining parts, provisions or terms shall not be affected thereby and said illegal or invalid part, provision or term shall be severed and not be deemed to be a part of this Agreement.

20. Notices: All notices required or permitted by the terms of this Agreement shall be sufficient if given in writing and delivered personally, by facsimile, or by certified mail or courier service, requiring written acknowledgement of receipt, to the following addresses for the persons or entities listed:

For NFL:	c/o Kate S. Gold & Philippe A. Lebel Proskauer Rose LLP 2029 Century Park East, Suite 2400 Los Angeles, CA 90067 Facsimile: (310) 557-2193 Email: kgold@proskauer.com ; plebel@proskauer.com
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For Olmos:	c/o Alan Harris Harris & Ruble 655 North Central Avenue, 17 th Floor Glendale, CA 91203 Telephone: (323) 962-3777 Facsimile: (323) 962-3004 Email: harris@harrisandruble.com
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**THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT INCLUDES A
RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Felix Olmos, NFL Productions LLC and NFL Ventures, L.P. hereby declare that they have read this General Release and Settlement Agreement and that, in executing and signing it, they are voluntarily agreeing to its terms and relying upon their own judgment and the advice and counsel of their own attorneys and that the individuals signing this Agreement on behalf of each of the Parties is fully authorized and empowered to act on his/her/its behalf.

Felix Olmos

**NFL Productions LLC
NFL Ventures, L.P.**

(Signature)

By:_____
(Signature)

DATE:_____

Print Name: _____

Its:_____

DATE:_____