

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Settlement Agreement and General Release of All Claims (the “Agreement”) is executed by and between Defendant Object and Animal USA, LLC. (“Object and Animal” or “Defendant”), and Plaintiff David Bennett (“Plaintiff”) (collectively, the “Parties”), with reference to the following facts:

- A. WHEREAS, Plaintiff performed as background talent for a music video featuring Lolo Zouai;
- B. WHEREAS, on January 25, 2022, Norman De Buck filed a proposed class action in Los Angeles County Superior Court, entitled *Norman De Buck v. Object and Animal USA, Inc.*, Case No. 22STCV02972, alleging various wage and hour claims (referred to herein as the “Action”);
- C. WHEREAS, on July 15, 2022, Norman De Buck subsequently filed a First Amended Class And Representative Complaint in the Action, adding a claim for civil penalties under the Private Attorneys General Act (“PAGA”);
- D. WHEREAS, on January 2, 2024, Norman De Buck’s proposed class claims in the Action were dismissed;
- E. WHEREAS, on January 16, 2024, in the operative Second Amended Complaint, Plaintiff joined the Action and asserted various claims;
- F. WHEREAS, without any admission of wrongdoing or liability by Defendant, the Parties now desire to memorialize their agreement to resolve all and any disputes between them arising out of or in connection with Plaintiff’s performance as background talent, all of Plaintiff’s individual claims set forth in the Action, and any and all other matters arising between the Parties prior to the date Plaintiff executes this Agreement;
- G. WHEREAS, the Parties are willingly and voluntarily entering into this Agreement;
- H. WHEREAS, Plaintiff is under forty (40) years of age; and
- I. WHEREAS, Plaintiff has reviewed and understands the terms of the Agreement, and further understands that by signing this Agreement, Plaintiff is releasing all known and unknown claims, including any such claims disputed by the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Dismissal of Action.** As part of the consideration for Defendant entering into this Agreement, Plaintiff agrees to the withdrawal and closure of all claims, grievances,

charges or causes of action pending against the Released Parties. Plaintiff, through his counsel, agrees to file and serve a request for dismissal with prejudice as to all of his individual claims in the Action, within three (3) business days of his execution of this Agreement. Plaintiff further agrees to have a copy of this Agreement delivered to the Labor and Workforce Development Agency, pursuant to the Labor Code's requirements, within three (3) business days of his execution of this Agreement. If Plaintiff's request for dismissal is rejected or does not become final for any reason, then this Agreement will be null and void, and the Parties will be returned to their original respective positions.

2. Settlement Payment. Subject to the conditions precedent set forth herein, Defendant agrees to pay Plaintiff the total gross amount of \$1,000.00 (the "Settlement Payment"). Plaintiff agrees to provide counsel for Defendant with the executed Agreement and all necessary tax forms. The Settlement Payment will be paid as follows:

- (1) One check made payable to "David Bennett" in the amount of \$340.36 for penalties and interest, to be reported on an IRS 1099 Form.
- (2) One check made payable to "The Labor and Workforce Development Agency" in the amount of \$50.00 for civil penalties owed to the State of California.
- (3) One check made payable to "Kim Legal, APC" in the amount of \$609.64 for attorneys' fees and costs, to be reported on an IRS 1099 Form.

The Settlement Payment will be paid to Plaintiff within twenty-one (21) calendar days of the date this Agreement is fully executed, provided the Action has been dismissed in accordance with Section 1 of this Agreement and counsel for Defendant has received a copy of this Agreement executed by Plaintiff and all necessary tax forms.

3. Release of Claims. This Section shall be referred to herein as the "Release." Except for the obligations undertaken in this Agreement, in consideration for all of the foregoing, which Plaintiff acknowledges is consideration in addition to that to which he is otherwise entitled, Plaintiff hereby releases and discharges forever Object and Animal USA, LLC, Object and Animal USA, Inc., Object and Animal Limited, and all of their past, present, and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-employers, common law employers, potential and alleged common law employers, contractors, affiliates, service providers, alter-egos, alleged alter-egos, vendors, affiliated organizations, franchisees, franchises, assigns, predecessors, successors, service providers, insurers, consultants, subcontractors, contracting parties, joint employers, any person/entity with potential joint liability, affiliates, employee benefit plans and fiduciaries thereof, affiliated organizations, and all persons and/or entities acting under, by, through or in concert with any of them (hereinafter referred to collectively as the "Released Parties"), and each and all of them, from any and all claims, liabilities, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent, which Plaintiff or

his heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of Plaintiff's execution of this Agreement.

Plaintiff represents and acknowledges that the consideration contained in this Agreement shall constitute the entire consideration provided to Plaintiff and Plaintiff will not seek any further compensation for any claim, damage, cost, or attorneys' fees in connection with the matters encompassed in this Agreement. Plaintiff represents and acknowledges that the consideration contained in this Agreement constitutes a full satisfaction and accord of any claims Plaintiff has or may have against any of the Released Parties.

Plaintiff suspects that he may have wage-related claims against the Released Parties, including, but not limited to, claims for bonuses, stock options, paid leave benefits, vacation, holiday or paid time off, unauthorized deductions or garnishments, reimbursement of business expenses, and interest, damages, and promises on any and all of the above, but agrees that the Released Parties dispute such wage claims and have a good faith basis for believing those claims are invalid (a bona fide dispute exists), and as detailed in this Agreement, Plaintiff accepts the Settlement Payment as consideration for the release of any and all undisputed claims and as a compromise and release for any and all disputed claims. Plaintiff acknowledges the Settlement Payment constitutes ample consideration, the sufficiency of which is hereby acknowledged, for Plaintiff's promises in this Agreement.

Without limiting the generality of the foregoing, and by way of example only, Plaintiff fully releases and discharges each and all of the Released Parties from any and all claims, disputes, rights, and causes of action that have been or could be alleged against any of said Released Parties (a) in connection with Plaintiff's performance as background talent; (b) in connection with any and all matters pertaining to Plaintiff's performance for any of the Released Parties, including, but not limited to, any and all compensation, salaries, wages, stock options, bonuses, commissions, overtime, monies, pay, allowances, expenses, benefits, sick pay, severance pay, retention pay, or benefits, paid leave benefits, vacation, penalties, interest, damages, and promises on any and all of the above; and (c) and any and all claims asserted in the Action.

This Release extends to any and all claims including, but not limited to, any alleged (a) violation of the National Labor Relations Act, Title VII of the Civil Rights Act, the California Fair Employment and Housing Act, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, the California Labor Code, any applicable California Wage Order, the California Private Attorneys General Act ("PAGA") (to include, but not limited to, acting as a PAGA representative), the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the California Family Rights Act, the Employee Retirement Income Security Act (excluding vested benefits), the California Unfair Business Practices Act/Unfair Competition Law, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, and any state law equivalent; (b) harassment, discrimination, and/or retaliation on the basis of age, race, color, ancestry, national origin (including language use restrictions), citizenship, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or

breastfeeding), marital status, domestic partnership status, sexual orientation, gender, gender identity or gender expression, reproductive health decision making, veteran status, military status, political affiliation, family care or medical leave status or the denial of family and medical care leave, physical or mental disability (including HIV and AIDS), medical condition (including cancer and genetic characteristics), genetic information or any other basis protected by applicable federal, state and/or local laws, regulations, rules, ordinances and/or orders; (c) any whistleblower or retaliation claims on the basis of any protected activity or other protected basis; (d) breach of any express or implied promise, contract or agreement (express or implied), or breach of the implied covenant of good faith and fair dealing, failure to pay wages due or other monies owed; (e) any tort or common law claims, including wrongful discharge, intentional or negligent infliction of emotional distress, negligence, fraud, misrepresentation, defamation, libel, slander, interference with prospective economic advantage, or other tort or common law actions; (f) claims for misclassification, wage and hour, or other claims related to hours, conditions, or compensation related to work; and (g) any other violation of local, state, or federal law, constitution, statute, regulation or ordinance, public policy, contract, or tort or common law claim, whether for legal or equitable relief, having any bearing whatsoever on the terms and conditions of employment, or association or working relationship, with any of the Released Parties, including but not limited to any allegations for penalties, interest, costs and fees, including attorneys' fees, incurred in any of these matters, which Plaintiff ever had, now has, or may have as of the date of this Release. All such claims, liabilities or causes of action (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought. The Parties intend for this Release to be interpreted as broadly as possible and hereby acknowledge and agree that Plaintiff is barred from pursuing any and all claims against the Released Parties, to the fullest extent permitted by law.

Notwithstanding the foregoing, Plaintiff does not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Agreement shall prevent Plaintiff from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the Securities and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), the Equal Employment Opportunity Commission ("EEOC"), the California Civil Rights Department ("CRD"), the National Labor Relations Board ("NLRB") or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiff, however, understands that by signing this Agreement, he waives the right to recover any damages or to receive other relief in any claim or suit brought by or through the SEC, OSHA, EEOC, CRD, NLRB or any other federal, state or local agency on Plaintiff's behalf directly from the Released Parties to the fullest extent permitted by law, but expressly excluding any monetary award or relief that may not lawfully be waived.

To the maximum extent permitted by law, Plaintiff waives any right or ability to be a class action, collective action, or PAGA representative, or to otherwise knowingly or voluntarily participate in any putative or certified class, collective, representative, or multi-party action or proceedings in which any of the Released Parties is a party.

4. Section 1542 Waiver. It is the intention of the Parties that the foregoing Release shall be construed in the broadest sense possible and shall be effective as a prohibition to all claims, charges, actions, suits, disputes, obligations, damages, injuries, liabilities, losses, and

causes of action of every character, nature, kind or description, known or unknown, and suspected or unsuspected that Plaintiff may have against the Released Parties.

Plaintiff certifies that he has read Section 1542 of the California Civil Code, set forth below, and indicates this fact by signing this Agreement:

Section 1542. General Release - Claims Extinguished.

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

Plaintiff expressly waives and releases any right to benefits that he may have under California Civil Code section 1542 to the fullest extent he may do so lawfully. Plaintiff further acknowledges that he may later discover facts different from or in addition to those facts now known to him or believed by him to be true with respect to any or all of the matters covered by this Agreement, and he agrees that this Agreement nevertheless shall remain in full and complete force and effect.

5. No Further Action. Plaintiff irrevocably and absolutely agrees that he will not prosecute nor allow to be prosecuted on his behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released herein, it being the intention of the Parties that with the execution by Plaintiff of this Release, the Released Parties (which specifically includes Object and Animal USA, LLC and Object and Animal USA, Inc.) will be absolutely, unconditionally, and forever discharged of and from all obligations to or on behalf of Plaintiff related in any way to the matters discharged herein.

6. No Admission of Liability. Neither the Agreement nor the furnishing of the consideration for the Agreement will be deemed or construed as an admission of liability or wrongdoing on the part of the Released Parties, nor will be admissible as evidence in any proceeding other than for the enforcement of the Agreement.

7. Consideration. The Settlement Payment constitutes good and valuable consideration for Plaintiff's compromise and release of all claims and allegations against the Released Parties. The Released Parties have no independent legal duty to pay Plaintiff the Settlement Payment absent the terms of this Agreement itself.

8. Tax Liability. No Party or attorney for any Party has made any representations or warranties regarding the taxability of the Settlement Payment made herein. Plaintiff agrees to assume all risks regarding the tax consequences of the Settlement Payment, if any. Plaintiff further agrees to indemnify and hold harmless the Released Parties if any government authority seeks payment of taxes, costs, assessments, penalties, damages, fees, interest, withholdings, or other losses due in connection with Plaintiff's failure to pay any applicable taxes based on the sums paid hereunder and further agrees not to seek or ~~make~~ any claim against the Released Parties for compensation, recompense, damages, costs, interest, ~~fees~~, fees,

assessments, withholdings, penalties or other losses due if a claim or determination is made by any government authority that appropriate taxes were not paid and/or appropriate withholdings were not made from all or part of the sums paid hereunder. In addition, Plaintiff understands and agrees that none of the Released Parties have any duty to defend or indemnify him against any claim that appropriate taxes were not paid, and/or appropriate withholdings were not made from all or part of the Settlement Payment.

9. Admissibility of Agreement. The Parties agree that this Agreement is admissible for the purposes of proving and/or enforcing the terms of the Agreement, as set forth herein, pursuant to California Evidence Code section 1123 and California Civil Code section 664.6 or any federal counterpart to those statutes.

10. Non-Disparagement. Plaintiff will refrain from disparaging the Released Parties, and their current and former officers, directors and employees, or its reputation, products or services, in any manner, including, without limitation, any manner that may be harmful to them or their business reputation or personal reputation to the fullest extent permitted by law.

This paragraph does not preclude Plaintiff from revealing factual information as provided in Code of Civil Procedure section 1001 or Government Code section 12964.5.

11. Severability. If any term of this Agreement is declared invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in full force and effect as if the Agreement had been executed without the invalid term.

12. Liens or Encumbrances. Plaintiff expressly represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, or other entity any claim, demand, right, damage, liability, debt, account, action, cause of action, or any other matter therein released. Plaintiff expressly represents and warrants that there is no lien, writ, or other encumbrance upon the Settlement Payment. Plaintiff expressly agrees to indemnify and hold the Released Parties harmless against any claim, demand, right, damage, liability, debt, account, action, cause of action, cost or expense, including attorneys' fees, arising out of or in any way connected with any liens, encumbrances, transfer or assignment, or any such lien, encumbrance, transfer or assignment.

13. Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion. The Parties were advised to, have had the opportunity to, and did consult with legal counsel of their own choosing with respect to the execution and legal effect of this Agreement. Any uncertainty or ambiguity in the Agreement shall not be construed for or against any party based on the attribution of drafting to any party. The Parties cannot modify and/or alter this Agreement in any respect except in a written instrument signed by all Parties. This Agreement may be executed by the Parties in any number of counterparts, which are defined as duplicate originals, all of which taken together shall be construed as one document. A signature by facsimile on this Agreement shall be as legally binding as an original signature. The Parties agree where practicable to use DocuSign, an electronic signature technology, to expedite the execution of this

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Plaintiff's Initials

Agreement, pursuant to California Civil Code section 1633.7. This Agreement shall be construed and governed by the laws of the State of California.

14. Breach of Settlement Agreement. In the event that any action, suit or other proceeding is instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement, the prevailing party shall recover the attorneys' fees and costs incurred by such party.

15. Representation by Counsel and Informed Consent. The Parties expressly acknowledge and represent that they have been represented by counsel in the negotiations culminating in this Agreement and that each of them has read this Agreement, reviewed the same, and fully understand the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of California Civil Code § 1542.

16. Payment of Expenses. The Parties hereto agree and promise that each shall bear its own costs and attorneys' fees relating to the Action.

17. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

18. Further Cooperation. Plaintiff agrees to reasonably cooperate with Defendant, if so requested, with respect to any internal or external investigation as well as any claims or litigation (whether or not currently pending or threatened) involving the Released Parties, including providing information and assistance and making himself reasonably available for both pre-trial discovery and trial proceedings.

19. Governing Law and Interpretation. This Agreement shall be governed by, interpreted under, and enforced under the laws of California and venue shall be deemed to be in Los Angeles County, California. The Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

20. Entire Agreement. The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties; that the Parties have executed this Agreement based upon the expressed terms in this Agreement; that the Parties have not relied on any prior agreement or representation, whether oral or written, that is not set forth in this Agreement; that no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement. The section titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions. This Agreement is binding upon and shall inure to the benefit of the Parties, their respective agents, employees, representatives, officers, directors, divisions, subsidiaries, affiliates, heirs, predecessors, successors in interest, and shareholders.

PLEASE READ CAREFULLY

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS**

This Agreement consists of eight pages including the signature page.

Executed on 9/28/2024

DocuSigned by:

554B50EB368140C...
David Bennett

OBJECT AND ANIMAL USA, LLC

Executed on 10/02/24


James Cunningham
Founding Partner