

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (“Agreement”) is made and entered into by and between Paul Schwanke (“Schwanke”), on the one hand, and Cranetown Media, LLC (“Company”), on the other hand. Schwanke and Company are referred to collectively herein as the “Parties.”

WHEREAS, Schwanke worked for Company as a driver on the television production entitled *Reno 911: The Search for QAnon* on or about July 2021 to August 2021;

WHEREAS, on December 2, 2021, Schwanke filed a lawsuit, on behalf of himself and other similarly situated persons, in Los Angeles Superior Court against Company, Andrew Gelman, Laura Sorokoff, Catherine Seem, and Pam Miller entitled, *Schwanke et al. v. Cranetown Media LLC et al.*, Case No. 21STCV43940, alleging multiple wage-and-hour violations (including violations of the California Labor Code and the California Business and Professions Code) concerning the production of *Reno 911: The Hunt for QAnon* and/or other television, film or media projects produced by Cranetown (the “Lawsuit”);

WHEREAS, on or about April 21, 2022, Schwanke submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) alleging violations of the California Labor Code, including purported violations of the Private Attorneys General Act, Labor Code Section 2699, *et seq.* (“PAGA”) (the “LWDA Letter”);

WHEREAS, on June 29, 2022, Schwanke amended the Complaint to add a PAGA cause of action;

WHEREAS; Schwanke also alleges multiple wage-and-hour violations under the California Labor Code pertaining to the production of *1923* including, but not limited to, Schwanke was not paid minimum wage, did not receive full wages upon termination of employment, and did not receive accurate paystubs (the “1923 Concern”);

WHEREAS, Company, on behalf of itself and each of the other Releasees identified in Paragraph 4 below, denies and disputes all of the claims that Schwanke has or could allege, including those alleged in the Lawsuit, the LWDA Letter, and the 1923 Concern, in good faith, and affirmatively contends that neither Company nor the other Releasees identified in Paragraph 4 below have any liability to Schwanke whatsoever with respect to the disputes that have arisen between Schwanke, Company, or any other Releasee identified in Paragraph 4 below;

WHEREAS, Company and Schwanke agree that a bona fide dispute exists as to whether Company owes Schwanke any additional compensation, interest or penalties, and if so, the extent of appropriate monetary recovery, if any; and

WHEREAS, Schwanke and Company 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 any and all claims which could have been alleged by Schwanke against Company or the other Releasees identified in Paragraph 4 below.

NOW, THEREFORE, in order to resolve all pending and potential claims arising out of or related to the services Schwanke provided for Company, and solely to avoid the risks and expenses of litigation, and without any admission of liability or wrongdoing whatsoever, and in consideration of the covenants and promises contained in this Agreement, Schwanke and Company 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 by Company. This Agreement shall not in any way be construed as an admission by Company, or any of the other Releasees identified in Paragraph 4 below, that any of them have acted wrongfully or failed to act lawfully with respect to Schwanke or any other person, or that Schwanke has any rights whatsoever against Company, or any of the other Releasees identified in Paragraph 4 below. Company specifically disclaims any liability to or wrongful acts or omissions against Schwanke or any other person, on the part of Company and the other Releasees identified in Paragraph 4 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 Company, or any of the other 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

Schwanke agrees that, upon execution of this Agreement, he shall take any and all steps necessary to effectuate the dismissal of the Lawsuit with prejudice, as well as his class and PAGA representative claims against Company, without prejudice to the putative class members and alleged aggrieved employees other than Schwanke. The payment set forth in Paragraph 3 will not be provided, and shall not be deposited, unless and until Schwanke files the aforementioned request for dismissal with prejudice as to his individual claims and without prejudice as to his class and representative PAGA claims to the Court, and the Court dismisses the Lawsuit accordingly.

Schwanke warrants and represents that he shall not seek nor be entitled to recovery from Company, the other Releasees, or any of them, in connection with any matter released herein including the Lawsuit. Schwanke further warrants and represents that he has not filed any complaints, lawsuits, charges, claims, or notices against Company or any of the other Releasees with any court or government agency or entity based upon any acts or events which occurred prior to Schwanke's execution of this Agreement, other than as indicated herein.

3. Consideration

(a) In consideration of the covenants undertaken and releases given herein by Schwanke, 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, Schwanke against Company and/or any of the other Releasees identified in Paragraph 4 below, Company will pay a settlement amount in the total gross amount of (the "Settlement Amount"), as follows:

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(i) One check in the total amount of Four Thousand Nine Hundred Ninety Eight Dollars and Thirty Seven Cents (\$4,998.37), representing Schwanke's respective alleged penalties pertaining to the Lawsuit and the LWDA Letter;

(ii) One check in the total amount of Three Thousand Nine Hundred Fifty Six Dollars and Thirty Nine Cents (\$3,956.39), made payable to the Harris & Ruble Client Trust Account representing Schwanke's alleged attorneys' fees and costs pertaining to the Lawsuit and the LWDA Letter;

(b) Provided that Schwanke: (1) signs this Agreement, (2) does not revoke this Agreement as set forth in Paragraph 5 below, (3) Schwanke files a request for dismissal with prejudice as to his individual claims, and without prejudice as to his class and representative PAGA claims, to the Court as set forth in Paragraph 2 above and the Court dismisses the Lawsuit accordingly, and (4) Schwanke and his counsel timely provide Company with valid and executed W-9 tax forms, the foregoing checks will be sent to Schwanke's counsel (Harris & Ruble, c/o Alan Harris, 655 North Central Avenue, 17th Floor, Glendale, CA 91203) within forty-five (45) days after all of the foregoing requirements are met.

(c) Schwanke 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 (including the Private Attorneys General Act), 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 Company or the other Releasees identified in Paragraph 4 below, by Schwanke or any agent, attorney, or representative of Schwanke ("Agent").

(d) Schwanke 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. Schwanke also acknowledges and agrees that Company has not made any representations regarding the taxability of the payments or benefits provided to Schwanke or his counsel under this Agreement, and Schwanke has not relied upon any representation by Company on that subject. Schwanke 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 Schwanke 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. Schwanke hereby agrees to indemnify Company and the other Releasees identified in Paragraph 4 below for all liabilities, losses, costs, expenses, interest, payments, or penalties that may result from

Schwanke's receipt of the above Settlement Amounts in the event that any dispute should arise with respect to the taxability of such payments.

(e) Schwanke acknowledges and agrees that Company is not obligated to provide the above-referenced consideration to him under its normal policies and procedures. Schwanke 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 Company or any of the other Releasees identified in Paragraph 4 below.

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

(a) In consideration of the covenants undertaken herein by Company, to the fullest extent permitted by law, Schwanke hereby covenants to voluntarily dismiss with prejudice his individual claims in the Lawsuit, and fully releases and discharges and covenants not to sue Company, Paramount Global, Central Productions, LLC, and each and all of their respective parent, predecessor, successor, subsidiary and affiliated companies and entities, including but not limited to each entities' respective divisions, officers, directors, shareholders, partners, limited partners, agents, employees (including but not limited to, in the case of Company, Andrew Gelman, Laura Sorokoff, Catherine Seem, and Pam Miller), 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 Schwanke now owns or holds, or has at any time heretofore owned or held, or may in the future hold (as to events or omissions occurring prior to the execution of this Agreement) against said Releasees, arising out of, grounded upon, or in any way connected to the services that Schwanke provided to Company, the cessation of Schwanke's services to Company, the facts alleged in the Lawsuit, the facts alleged in the LWDA Letter, the facts alleged pertaining to the 1923 Concern, 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 Releasees, committed or omitted prior to the date Schwanke's sign this Agreement, but expressly excluding claims on behalf of anyone other than Schwanke ("Claim or Claims").

(b) To the fullest extent permitted by law, Schwanke'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, including but not limited to Sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 222, 223 .2, 1198, 1198.5, 2698, 2802, and 2699; all provisions of the California Government Code, including but not limited to California Government Code Section 12940 *et seq.*; all provisions of the California Insurance Code; all provisions of the California Corporations Code; all provisions of the California Business and Professions Code, including but not limited to Section 17200; 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, Schwanke agrees that he is not an “aggrieved employee” (as defined in Labor Code Section 2699 *et seq.*) of any Releasee, will not now or in the future claim to be an “aggrieved employee” of any Releasee as a result of any Claim or Claims, and will not file or pursue any action under PAGA arising out of any Claim or Claims.

(c) The Parties agree that a good faith and bona fide dispute exists over whether Schwanke is owed wages, interest and/or penalties by any Releasee. In light of that dispute and for the consideration set forth herein, Schwanke 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 Schwanke may now have or that may arise before Schwanke signs this Agreement. This release includes, but is not limited to, a release of any Claim or Claims based on Schwanke’s allegations that Company failed to comply with any applicable wage and hour laws. This Agreement constitutes a compromise of the Parties’ bona fide wage disputes.

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

5. Release by Schwanke of Age Discrimination in Employment Act Claims

Schwanke agrees and expressly acknowledges that this Agreement includes a waiver and release of all claims that Schwanke 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 Schwanke signs this Agreement. Schwanke is advised to consult an attorney before signing this Agreement. Schwanke is granted twenty-one (21) days after he is presented with this Agreement to decide whether or not to sign this Agreement. Schwanke 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 as to the release of the ADEA claim until the eighth (8th) day after Schwanke signs the Agreement. Revocation can be made only by written notice of revocation to Seth E. Pierce, Esq., of Mitchell Silberberg & Knupp LLP, 2049 Cenutry Park East, 18th Floor, Los Angeles, California 90067. Schwanke 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. For the avoidance of doubt, if Schwanke rescinds the release of ADEA claims, the remainder of the release provided herein (as to all other Claims) shall remain fully enforceable.

6. Release By Schwanke of All Claims, Known or Unknown

Schwanke 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 Company or any other Releasee, but that is unknown or unanticipated at the time of the execution of this Agreement. Schwanke 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. Schwanke 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 Schwanke's employment by Company or any of the other Releasees, as well as those currently known or anticipated. Accordingly, Schwanke 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, Schwanke expressly waives, relinquishes and forfeits all rights and benefits accorded by the provisions of Section 1542, and furthermore waives 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. Schwanke acknowledges that he

understands the significance and consequence of this release and specific waiver of all known and unknown claims.

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

(b) Notwithstanding any other provision in this Agreement, this Agreement does not prevent Schwanke from doing any of the following, without notifying or obtaining prior permission from Company or any other 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 Civil Rights Department, or any other federal, state or local governmental agency or commission. However, by signing this Agreement, Schwanke is fully waiving his right to obtain any personal monetary damages from Company or any other Releasee based on claims asserted in any such charge or complaint.

8. Confidentiality

(a) Schwanke agrees that, except with Company's express written permission or as required by the Court to effectuate dismissal of the action, Schwanke 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 Company) any and all information concerning: the terms of or existence of this Agreement or the settlement of Schwanke's Claims. Notwithstanding the foregoing, nothing shall prevent Schwanke 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 Schwanke'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 Schwanke's rights that are set forth in Paragraph 7.

(b) Schwanke agrees that, should he receive any service of process seeking information described in subparagraph (a) of this Paragraph 8, he shall notify counsel for Company, Seth E. Pierce, Esq., Mitchell Silberberg & Knupp LLP, 2049 Centry Park East, 18th Floor, Los Angeles, California 90067, or any other person hereinafter designated by Company, in writing within three (3) business days and will cooperate with Company with respect to resisting production of such information.

(c) Schwanke understands and agrees that this Paragraph 8 is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement.

9. 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, the subject matter of this Agreement, Schwanke's past, current or future employment with Company or any other Releasee identified in Paragraph 4, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, 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 the applicable JAMS Arbitration Rules and Procedures then in effect. 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 attorney's fees. The Parties shall initially split the costs of the arbitrator and other costs unique to arbitration to the extent doing so would not invalidate this arbitration agreement under applicable law, or if it would, then Company shall pay the costs unique to arbitration. The Parties further agree that the prevailing party in an arbitration to enforce this Agreement 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.

10. Non-Assignment of Claims

Schwanke represents and agrees that he has not heretofore assigned or transferred any Claim or Claims against Company, or any of the other Releasees, or any portion thereof or interest therein, and he agrees to indemnify, defend and hold harmless Company and the other 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 Company and Schwanke, and their heirs, successors, assigns, estate, personal representatives, executors, and administrators.

11. Severability

Should any part, term, or provision of this Agreement, with the exception of the releases embodied in Paragraphs 4, 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 4, 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 by the Company and any consideration received under this Agreement shall be returned to Company.

12. 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.

13. Prevailing Parties

Company and Schwanke 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.

14. No Attorneys' Fees or Costs

Except as stated in Paragraphs 3, 9, and 14, 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.

15. Prior Agreements/Entire Agreement

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

16. 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.

17. 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.

18. 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.

19. Consultation with Counsel

Schwanke acknowledges that he has carefully read and fully understands this Agreement, and that he has had the opportunity to ask his counsel about any questions, concerns or issues they may have in connection with the Agreement or its terms. Schwanke 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.

20. 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.

Paul Schwanke

DATED: _____

CRANETOWN MEDIA, LLC

DATED: _____

By

Its