

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into by and between the undersigned parties ("the Parties"), KEVIN PAYNE; PAUL MENCHACA; JEFFEREY BOOKER; BRANDON VRADENBURG (each a "Plaintiff"), on the one hand, and CHAMPAGNE, LLC; IMANI ENTERTAINMENT GROUP LLC; IMANI HALLEY; YOLLANDA HALLEY (collectively, "Defendants"), on the other.

RECITALS

A. Each Plaintiff alleges that he was employed on a production of "Champagne" (the "Employment"), and a dispute has arisen regarding Plaintiff's Employment.

B. Plaintiff alleged claims for unpaid wages and related unpaid wages and penalties under California Labor Code Sections 203, 226, 510, 1194, 1198, 226.7, 512, 17200, 2802, 226(b), 1198.5 and 2698, among other causes of action, with the Labor Workforce Development Agency ("LWDA") and the Los Angeles Superior Court under Case No. 23STCV01735 (collectively, the "Action").

C. While each Defendant denies the allegations in the Action in their entirety and do not admit any liability, they would like to settle the Action.

D. The Parties have fully and finally agreed to settle all claims Plaintiff might have against Defendants, including, but not limited to, those claims asserted in the Action. Defendants agree to pay a Total Settlement Amount ("TSA") of thirty-two thousand dollars and no cents (\$32,000.00). This Agreement memorializes that settlement.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

1. Nonadmission of Liability. Plaintiff acknowledges that the execution of this Agreement and the payment of consideration shall not be construed in any way as an admission of wrongdoing or liability on the part of Defendants. Plaintiff further acknowledge that Defendants explicitly deny all allegations of wrongdoing alleged in the Action; and any and all allegations Plaintiff intends to allege under California's Private Attorneys General Act ("PAGA"). Defendants intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of litigation.

2. Consideration by Defendants. In consideration for promises made by Plaintiff herein, Defendants agree to pay a gross sum of thirty-two thousand dollars and no cents (\$32,000.00) to the "Harris and Ruble Client Trust Account" [Taxpayer ID# 36-3692728]. This payment shall be referred to as the "Total Settlement Amount" or "TSA." An IRS Form 1099 shall be issued to the "Harris and Ruble Client Trust Account" in connection with the Payment. Plaintiff's counsel shall be solely responsible for distributing funds to Plaintiff pursuant to the allocations in this Agreement.

3. Responsibility for Tax Obligations. Plaintiff understands and agrees that he is solely responsible for all tax obligations, including all reporting and payment obligations that

may arise as a consequence of this Agreement. Plaintiff agrees to indemnify and hold harmless Defendants and any person or entity affiliated with Defendants from any tax liability or penalties that may arise from this payment. Plaintiff further acknowledges that neither Defendants nor any of their representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Plaintiff pursuant to this Agreement. Plaintiff further acknowledges that Defendants have no obligation to indemnify or defend them in any tax proceedings or from any tax consequences that could result from payments made in accordance with this Agreement.

4. Entire Compensation. Plaintiff agrees that the TSA shall constitute the entire consideration due and is in full and complete satisfaction of any and all claims, demands and/or causes of action they have or may have against Defendants and Releasees as described below in Paragraphs 6 and 7, and that Plaintiff, whether individually, as a representative or otherwise, will not seek any further compensation for any claimed damages or other claimed damages, costs, or attorneys' fees or additional attorneys' fees in connection with the matters encompassed in this Agreement from any named Defendant or Releasee. Plaintiff acknowledges and agree that they would not be entitled to receive their respective portions of the TSA if they did not make the promises that they are making in this Agreement.

5. Timing of Payment. In consideration for dismissal of the Action with prejudice, and Plaintiff entering into a general release of any and all claims as addressed in Paragraphs 6 and 7 of this Agreement, Defendants agree to remit the TSA to the "Harris and Ruble Client Trust Account" as follows: Ten thousand dollars (\$10,000) within seven (7) days of execution hereof; and Two thousand dollar (\$2,000) on the 1st of each successive following month until the full balance is paid.

6. Complete General Release. In consideration for the promises set forth in this Agreement, Plaintiff hereby fully and finally releases Defendants and each of their subsidiaries, parent companies, related companies, partners, officers, directors, managers, shareholders, and attorneys, past or present, heirs, administrators, executors, agents and assigns (collectively, the "Releasees"), from any and all claims of whatever character, in law or in equity, that Plaintiff had or may have against the Defendants from the beginning of time up until the Effective Date. Without limiting the generality of the foregoing and for the avoidance of doubt, such claims shall include any and all claims Plaintiff may have in connection with the Employment, whether under PAGA or any other law, as a representative or otherwise arising from the Action. Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law.

7. General Release of Unknown Claims. For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release of the Releasees he gives in this Agreement is intended to include in its effect, without limitation, claims that they did not know or suspect to exist at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is

also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Plaintiff waives any rights they may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 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.”

8. Effective Date. The terms of the Agreement will become effective on the date that Plaintiff supplies Defendant with a signed copy of this Settlement Agreement (the “Effective Date”). Within three (3) days of full execution hereof, Plaintiff will file a Request for Dismissal of all individual claims with prejudice and class action claims without prejudice pursuant to CRC 3.770 with the Los Angeles Superior Court.

9. Successors. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

10. Admissibility of Agreement. The Parties agree and stipulate that this Agreement is admissible only for the purposes of proving and/or enforcing the terms of the Parties’ Agreement, as set forth herein.

11. Attorneys’ Fees and Costs. The Parties agree that except as otherwise stated herein, they shall bear their own respective costs and fees, including but not limited to attorneys’ fees, in connection with the Action, and the negotiation and execution of this Agreement. However, if either Party is required to take legal action to enforce the Settlement Agreement, then the prevailing party shall be awarded actual costs and attorney fees incurred in enforcing the agreement.

12. Agreement is Voluntary. The Parties understand, acknowledge that Plaintiff:

- (a) Has had an opportunity to take up to five (5) business days to consider the settlement terms memorialized in this Agreement before agreeing to them.
- (b) Has carefully read and fully understand all of the provisions of this Agreement.
- (c) Is, through this Agreement, releasing any and all claims they may have, whether individually, as a representative or otherwise, against Defendants and/or any Releasee.
- (d) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.
- (e) Knowingly and voluntarily intend to be legally bound by the same.
- (f) Consulted with and were represented by an attorney prior to agreeing to the terms of this Agreement.

13. Interpretation and Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

14. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by Plaintiff and a duly authorized officer of Defendants.

15. Construing Provisions. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, provided that the essential terms of this Agreement are not declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Plaintiff further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Plaintiff will fully cooperate with Defendants to effectuate its purpose to conform the provision(s) to law.

16. Jointly Drafted. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

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 the same instrument. Furthermore, signatures delivered via email transmission shall have the same force, validity and effect as the originals.

18. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

19. Confidentiality. The Parties agree to keep the terms and provisions of this Agreement *confidential* and shall not disclose the same to any other person or entity, to the extent allowed by law. Each Party therefore hereby unequivocally covenants that he/she/it will not discuss or disclose or reveal, either orally or in writing, the negotiations leading to or the terms of this Agreement with any other persons or entities except: filings in this Lawsuit as necessary to effectuate a dismissal with prejudice of the entire Lawsuit including the Class Action, to disclose to tax authorities, to his or her current legal counsel, and to his or her accountant(s) the existence and terms of this Agreement.

20. Non-Disparagement: The Parties agree not to disparage one another as it relates to the subject matter of this Agreement. Each party agrees not to make any disparaging remarks about the other party or that party's business, or its business reputation, to cause or allow

publication of any matter regarding the litigation in any publications, We Chat, Face Book or other media or means of dissemination, internet or news or other social media.

AGREED AND ACCEPTED:

Plaintiff

Date: _____

KEVIN PAYNE

Plaintiff

Date: _____

PAUL MENCHACA

Plaintiff

Date: _____

JEFFREY BOOKER

Plaintiff

Date: _____

BRANDON VRADENBURG

Defendants

CHAMPAGNE, LLC
IMANI ENTERTAINMENT GROUP LLC
IMANI HALLEY
YOLLANDA HALLEY

Date: _____

By: _____
FOR DEFENDANTS
Name:
Title: