

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (“**Agreement**”) is made and entered into by and between Keith Markham (“Markham”), on the one hand, and The Sweet Shop Films, LLC (“TSSF” or “the Company”) on the other hand. Markham and TSSF are sometimes collectively referred to herein as the “**Parties**.”

A. WHEREAS, on or about July 17, 2023, Markham’s attorneys filed a lawsuit in Los Angeles Superior Court, Case No. 23STCV16684, alleging that Markham had not been paid all wages timely at the termination of his employment;

B. WHEREAS, the Company denied Markham’s allegations and asserted several defenses as well;

C. WHEREAS, the Parties have agreed to amicably settle and resolve any and all disputes, whether known or unknown, including, but not limited to, all matters set forth in the demand letter, without any admission of liability or wrongdoing on either part; and the Parties have agreed to execute and be bound by the Agreement; and

D. WHEREAS, the Parties acknowledge that the promises and consideration stated in this Agreement are satisfactory and sufficient for the release of all claims by Markham, as set forth below.

NOW, THEREFORE, based on the foregoing and in consideration for the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, and each of them, agree as follows:

1. This Settlement Agreement (hereinafter “Settlement Agreement”) is made and entered into by and between Markham and TSSF.

2. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release, which release includes in its effect all present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of TSSF, including without limitation all parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates and successors and assigns of TSSF. (collectively, the “Releasees”).

MONETARY CONSIDERATION BY TSSF AND TIMING OF PAYMENTS AND DISMISSAL OF CLAIMS

3. In consideration for Markham’s promises made herein, TSSF agrees to pay the total gross sum of Eighteen Thousand Dollars and Zero Cents (\$18,000.00) (referred to as the “Settlement Sum”). TSSF shall issue two (2) checks as follows: (1) one check payable to “Harris & Ruble” in the amount of Eight-Thousand Dollars and Zero Cents (\$8,000.00) for attorney’s fees,; and (2) one check payable to “Keith Markham” in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) for alleged penalties not subject to any payroll withholdings.

These payments (the Settlement Sum) settle all claims that Markham has or could have brought arising out of his employment with TSSF (f/k/a) TSSF. The checks shall be delivered to Harris & Ruble, counsel for Markham (655 N. Central Avenue, 17th Floor, Glendale, California 91203) fifteen (15) business days following the date on which the parties execute this agreement and Markham and his attorneys provide the required tax forms.

4. Markham understands and agrees that TSSF is providing Markham with no tax or legal advice, and makes no representations regarding tax obligations or consequences, if any, relating to this Settlement Agreement. Markham further agrees to assume any such tax obligations or consequences that may arise from this Settlement Agreement and to indemnify TSSF from any failure on his part to pay taxes owed by him.

RELEASE BY MARKHAM

5. Except as to such rights or claims as may be created by this Settlement Agreement, Markham fully releases and discharges Charlen G. Mauger, Melanie Bridge, Paul Prince, Jeff Miller, George Meeker, and TSSF and all present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, affiliates, servants, registered representatives, attorneys, insurers, successors and assigns, from any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, including but not limited to any claims under federal or state law or contract for an accounting, pay stub violations, unpaid wages, unpaid overtime, unpaid sick pay (related to COVID leave or otherwise), liquidated damages, unlawful deductions from wages, miscalculation of commissions, bonuses or wage rates, conversion, bonus forfeitures, record-keeping violations, meal period or rest period violations, "waiting time" penalties and any other civil and statutory penalties. This Release shall include, but is not limited to: claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay (other than the pay promised above); claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, public policy violations, defamation, invasion of privacy, emotional distress or other common law or tort matters; claims of harassment, retaliation or discrimination under federal, state, or local law; claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, Title VII of the Civil Rights Act, as amended, the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment & Housing Act, the California Family Rights Act, the California Labor Code, and the Employee Retirement Income Security Act.

Nothing in this Agreement shall affect Markham's right under any applicable state or federal law that creates rights that may not be waived. This release is not intended to and shall not be interpreted to release any workers compensation claim arising from his employment with TSSF.

In consideration for the promises set forth in this Agreement, unless otherwise prohibited by law, Markham covenants that he will not file, participate in, assist, encourage, induce or instigate the filing of any Claims, complaints or charges in any state or federal court or any proceedings before any local, state, or federal agency, except as required by law, involving any claims that have been released in this Agreement. In the event Markham breaches the covenant contained in this paragraph, Markham agrees that he will indemnify the Releasees and each of them for all damages caused by his breach and for reasonable and necessary expenses, including legal fees, incurred by any Releasee in defending any matter or proceeding covered by this paragraph.

7. Release of Unknown Claims. For the purpose of implementing a full and complete release, Markham understands that the release in this Agreement extends to all of the aforementioned claims and potential claims, whether now known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement. Markham therefore waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of California, which provides as follows:

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.

OWNERSHIP OF CLAIMS

8. Markham represents that he has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claims described in this Settlement Agreement. Markham further agrees to indemnify and hold harmless each and all of the Releasees against any and all claims based upon, arising out of, or in any way connected with any such actual or purported transfer or assignment.

MUTUAL FULL COOPERATION

9. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement.

NO ADMISSION OF LIABILITY

10. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of TSSF. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant risk, inconvenience and expense. This Settlement Agreement is a settlement document and shall be inadmissible in evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret, or enforce this Settlement Agreement.

ENFORCEMENT OF THE SETTLEMENT AGREEMENT

11. In the event that one or more of the Parties to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful party or Parties shall be entitled to recover from the unsuccessful party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

CONSTRUCTION AND INTERPRETATION

12. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

13. Paragraph titles are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

14. 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 and subject to the continuing jurisdiction of the Superior Court for the County of Los Angeles, State of California.

CONFIDENTIALITY AGREEMENT

15. Markham warrants that he has not disclosed the financial terms of this Settlement Agreement or any of the negotiations leading thereto, to anyone other than his attorneys and his immediate family to the extent permitted by law. Markham agrees, on behalf of his representatives, that Markham will keep confidential the financial terms of the settlement, and the terms and contents of this Settlement Agreement, and will not publicize or disclose the conditions, terms or contents of this Settlement Agreement in any manner to any person (other than Markham's attorneys and tax preparers), except as may be required by the Court and as permitted by law to effectuate the terms of this Settlement Agreement. Neither Markham nor his representatives or family members may state or imply that Markham has received any financial payment from the TSSF as part of this settlement, unless compelled to do so by law. This

confidentiality agreement specifically includes, but is not limited to, an obligation, on the part of Markham and his attorneys and other representatives and his family members, not to disclose, or cause to be disclosed, the terms of the Agreement to any current or former employee of TSSF or any affiliate of this entity. Markham and his representatives and family members may only acknowledge, and then only in response to an inquiry not prompted by Markham or his representatives or family members, that the Parties have resolved their disagreement.

ATTORNEYS' FEES AND COSTS

16. The Parties agree that they shall bear their own attorneys' fees, other fees and costs, in connection with the negotiation and execution of this Settlement Agreement, and neither party shall be viewed as a prevailing party by virtue of this settlement agreement.

MODIFICATION

17. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

INTEGRATION CLAUSE

18. This Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's attorneys, with respect to such matters are extinguished. No rights hereunder may be waived or modified except in a writing signed by all Parties. The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character have been made to induce the execution of this Agreement.

SEVERABILITY

19. The parties agree that if any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

BINDING ON ASSIGNS

20. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

21. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement

Agreement, which shall be binding upon and effective as to all Parties. An original signature (not e-signature or docusign) is required on this Agreement and on all tax documents.

WAIVER

22. The failure of either Markham or TSSF to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive either party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

AGREEMENT IS KNOWING AND VOLUNTARY

23. Markham understands and agrees that he has had a reasonable time within which to consider this Settlement Agreement before executing it; that Markham has carefully read and fully understands all of the provisions of this Settlement Agreement; that Markham knowingly and voluntarily agrees to all of the terms set forth in this Settlement Agreement; and Markham knowingly and voluntarily intends to be legally bound by the same.

MISCELLANEOUS

24. a. 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.
- b. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, 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.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the

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date indicated below:

IT IS SO AGREED:

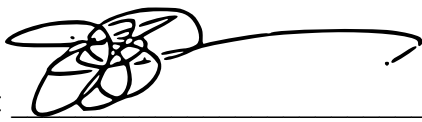
KEITH MARKHAM

DATED: December __, 2023

By: _____
Keith Markham

THE SWEET SHOP FILMS, LLC

DATED: December 13, 2023

By:  _____
The Sweet Shop Films, LLC
Jeff Miller
Managing Director