

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of PAGA Claim (“Settlement Agreement”) is made by and between Plaintiff Sarai Garcia (“Plaintiff”), on behalf of herself and as representative for the California Labor Workforce Development Agency (“LWDA”), and Defendants D.S.M. Entertainment, Inc., Ronald McKinney and Long Kim Huot (“Defendants”), who may collectively be referred to as the “Parties,” and each may be individually referred to as a “Party.”

A. Definitions

The following terms, when used in this settlement agreement, shall have the following meanings:

1. “Action” means *Garcia v. D.S.M. Entertainment Inc.*, Los Angeles County Superior Court Case Number 24STCV09788,
2. “Agreement,” “Stipulation,” or “Settlement Agreement,” mean this Settlement Agreement and Release of PAGA Claims, including any attached Exhibits.
3. “Attorneys’ Fees and Costs” means the amount of up to \$46,600 (one-third of the Gross Settlement Amount) which shall be allocated to Plaintiff’s Counsel for attorneys’ fees, and actual costs incurred in the litigation not to exceed \$5,500, all of which shall be paid out of the Gross Settlement Amount. This Settlement is not conditioned on approval of the Attorneys’ Fees and Costs; in other words, this Settlement shall remain in full force and effect if the Court awards less than the requested Attorneys’ Fees and Costs. Any portion of the amount allocated to Attorneys’ Fees and Costs not awarded by the Court shall be returned to the Net Settlement Amount.
4. “Court” or “Judge” means the Los Angeles County Superior Court, the Honorable Allison L. Westfahl Kong presiding.
5. “Defendants” means D.S.M. Entertainment, Inc. (“DSM”), Ronald McKinney and Long Kim Huot, all of whom have been named in the Complaint even though Defendants maintain that Plaintiff’s employment and that of any alleged aggrieved employee was with Defendant DSM.
6. “Defendants’ Counsel” means Jerome H. Mooney and Rebekah F. Frushtick of Weston, Garrou & Mooney, 12121 Wilshire Blvd., Suite 525, Los Angeles, California 90025.
7. “Effective Date” means the last of the following dates: (a) sixty-one (61) days after the Final Approval Date; or, (b) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected, the Settlement is upheld, and the Final Order and Judgment is no longer subject to further judicial review.
8. “Eligible Pay Period” means any pay period worked by a PAGA Employee during the PAGA Release Period, except that during the period prior to April 2024 when Entertainers were paid on a weekly basis the Pay Period shall be adjusted to every two weeks.
9. “Final Approval Date” means the date that the Court enters the Final Order and Judgment.

10. “Final Order and Judgment” means the Court’s order approving this Private Attorneys General Act of 2004 (“PAGA”) Settlement and Judgment. The Final Order and Judgment will be submitted to the Court substantially in the form attached hereto as **Exhibit 1**.

11. “Funding Dates” means the dates by which Defendants must transmit the funds to an account maintained by the Settlement Administrator. Defendants shall fund the Gross Settlement Amount in accordance with the schedule set forth below. The Settlement Administrator shall notify counsel for all Parties if an Installment Payment is not received within five (5) calendar days of the scheduled payment date. If Defendants fail to make payment within seven (7) calendar days of such notice. All late payments shall become part of the Net Settlement Amount.

Installment Payment No.	Date	Amount
1	2/1/2027	\$47,000
2	7/1/2027	\$47,000
3	9/1/2027	\$46,000
Total		\$140,000

12. “Gross Settlement Amount” means the maximum settlement amount that Defendants will pay in connection with this Settlement, which is \$140,000. This is a non-reversionary Settlement; no portion of the Gross Settlement Amount will return to Defendants under any circumstances.

13. “LWDA Settlement Proceeds” means the seventy-five percent (75%) of the Net Settlement Amount that shall be paid to the Labor Workforce and Development Agency (“LWDA”).

14. “Net Settlement Amount” means the amount that remains after deducting Attorneys’ Fees and Costs, Settlement Administration Costs, and the Service Award, from the Gross Settlement Amount.

15. “Notice” means the notice that will be sent to the PAGA Employees with payment after the Effective Date. The Notice will be sent to PAGA Employees substantially in the form attached hereto as **Exhibit 2**.

16. “PAGA Employees” means all non-exempt employees who worked as tipped Entertainers for Defendants in California from February 6, 2023, to the Final Approval Date.

17. “PAGA Employees Settlement Proceeds Fund” means the twenty-five percent (25%) of the Net Settlement Amount.

18. “PAGA Claim” means all known and unknown claims brought on behalf of the State of California and PAGA Employees under California Labor Code § 2698 *et. seq.* based on alleged predicate violations of the California Labor Code and all applicable sections of the applicable Industrial Welfare Commission Wage Order, that were or could have been pleaded based on the factual allegations of the operative complaint on file in the Action.

19. “PAGA Settlement” or “Settlement” means the settlement of the PAGA Claim.

20. “PAGA Release Period” means February 6, 2023, to the Final Approval Date with respect to every alleged violation of the California Labor Code pleaded in the operative complaint on file in the Action.

21. “Parties” means Plaintiff and Defendants collectively.

22. “Plaintiff” means Sarai Garcia unless specifically indicated otherwise.

23. “Plaintiff’s Counsel” means Light Law Group, APC, 1880 Century Park East, Suite 512, Los Angeles, California 90067.

24. “Released Parties” means Defendants and their parents, affiliates, subsidiaries, predecessors, successors, assigns, owners, officers, directors, employees, attorneys, and agents.

25. “Settlement Administrator” means ILYM Group, Inc. The Settlement Administrator will agree to enter into a confidentiality agreement by which it agrees to maintain as confidential the information so designated by Defendants and not to disseminate any designated information without the written approval of Defendants. The Settlement Administrator will be responsible for, *inter alia*, sending Notice and payments to PAGA Employees and the LWDA and distributing other payments as set forth in this Agreement. The Parties and their counsel represent that they do not have any involvement in the governance or work of the Settlement Administrator.

26. “Settlement Administration Costs” means the amount of up to \$5,000 which shall be paid to the Settlement Administrator for performing the duties provided under the Settlement. If less than \$5,000 is approved for Settlement Administration costs, the difference shall be returned to the Net Settlement Amount.

27. “Service Award” means the amount which shall be allocated to Plaintiff Garcia, subject to Court approval, in recognition for her efforts in prosecuting the case, obtaining the benefit of the Settlement on behalf of herself, all aggrieved employees, and the LWDA. Plaintiff shall be eligible to receive a Service Award of up to \$15,000. The Service Award shall be paid from the Gross Settlement Amount. This Settlement is not conditioned on approval of the Service Award; in other words, this Settlement shall remain in full force and effect if the Court awards no, or less than the requested Service Award. Any portion of the amount allocated to the Service Award not awarded by the Court shall return to the Net Settlement Amount.

B. General

1. On February 6, 2024, Sarai Garcia, provided notice to the LWDA and Defendants of the facts and theories in support of her PAGA Claim. On April 18, 2024, Plaintiff filed the Action in Los Angeles Superior Court, alleging seven causes of action pursuant to the PAGA, based on Minimum Wage violations; Failure to provide meal and rest breaks; tipping violations; Wage Statement violations; failure to maintain proper records; and waiting time violations. On July 19, 2024, Plaintiff provided notice to the LWDA and Defendants of the facts and theories in support of an additional cause of action for unlawful deductions. On August 6, 2024, Plaintiff filed the operative, First Amended Complaint, adding a cause of action for unlawful deductions (the “Complaint”).

2. On April 30, 2025, the Parties participated in a mediation with Jeffery Owensby. Although a settlement was not reached at that time the Parties continued to exchange information and to negotiate reaching settlement on May 27, 2026.

3. The Parties have conducted a thorough investigation into the facts of the Action. This includes, *inter alia*, the exchange of information and documents relating to the PAGA Claim. Defendants produced documents including statements, payroll records, employee handbooks, and other documents. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and the PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues. Defendants and counsel for Defendants also agree that the Settlement is fair.

4. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's PAGA Claim and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action, against Defendants. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendants.

5. The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, and have arrived at the Settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

6. Under California Law, at the time of the initial PAGA letter, the State may assess and collect civil penalties from employers for violations of certain provisions of the California Labor Code. (*See* Cal. Lab. Code § 2698, *et seq.*) Under PAGA, however, if an "aggrieved employee" "give[s] written notice by certified mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have been violated," and the State thereafter decides not to investigate, as was the case here, or does investigate and determines that a citation against the employer should not issue, the employee may, "as an alternative" to enforcement by the State, act as a proxy or agent of the state's labor law enforcement agencies and bring a civil action under PAGA to recover civil penalties "on behalf of himself or herself and other current or former employees." *Id.* "[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25 percent to the aggrieved employees." *Id.*

7. California Labor Code § 2699(1)(2) provides that the trial court shall "review and approve any settlement of any civil action filed pursuant to this part." Plaintiff will submit this Settlement Agreement to the LWDA concurrently with the filing of an application, stipulation or motion for approval with the Court.

In consideration of the promises and agreements contained herein, the Parties agree, and covenant as follows:

C. Terms of Settlement

1. Subject to the Court's approval of this Settlement pursuant to California Labor Code § 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action. Counsel for Plaintiff shall simultaneously submit a copy of the proposed settlement to LWDA.

2. The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs of \$5,000 associated with settlement administration shall be paid to the Settlement Administrator.
- b. **Attorneys' Fees and Costs:** Attorneys' fees of \$46,600, plus actual litigation costs not to exceed \$5,500, shall be paid to Plaintiff's Counsel.
- c. **Service Award to Plaintiff:** A Service Award of up to \$15,000 shall be paid to Plaintiff Sarai Garcia.
- d. **Net Settlement Amount:** After deducting Settlement Administration Costs, Attorneys' Fees and Costs, and the Service Award from the Gross Settlement Amount, the remainder forms the Net Settlement Amount. The Net Settlement Amount shall be allocated seventy-five percent (75%) to the California Labor & Workforce Development Agency ("LWDA Settlement Proceeds"). The remaining twenty-five percent (25%) of the Net Settlement Amount shall be paid to the PAGA Employees on a *pro rata* basis ("PAGA Employees Settlement Proceeds Fund"), which shall be determined based on the number of Eligible Pay Periods that he or she worked for Defendants during the PAGA Release Periods as follows:

The PAGA Employees Settlement Proceeds Fund will be divided by the total number of Eligible Pay Periods worked by all PAGA Employees during the PAGA Release Period, and the resulting figure will be referred to as the "Multiplier." Each PAGA Employee's *pro rata* share of the PAGA Employees Settlement Proceeds Fund will be determined by multiplying the Eligible Pay Periods that the PAGA Employee worked by the Multiplier. That amount shall be referred to as the PAGA Employee's "Individual Share."

- e. **Taxes and Reporting:** The PAGA Employees' Individual Share will be treated as non-wage income and reported by the Settlement Administrator on IRS Form 1099 (if applicable) to the respective PAGA Employee and applicable governmental authorities.
- f. **Distribution:** Following the Effective Date and after the Administrator has received sufficient funds to pay the PAGA Employee Settlement Proceeds Fund, the Administrator

shall make the individual payments to the PAGA Employees. Payments thereafter shall be in the following order: 1) LWDA Settlement Proceeds, 2) Attorney Costs, 3) Administrator Fees, 4) PAGA Employee Net Settlement Payments 5) Individual Service Award, and 6) Attorney's fees. The Administrator need not make any partial payments, i.e., the Administrator may wait until sufficient funding has been received to make the full payment due in any of the above categories before funding.

D. Release as to the PAGA Claim

1. Upon the final installment/Funding Date, Plaintiff Garcia, as the representative for the State of California, and on behalf of PAGA Employees, will forever completely release and discharge the Released Parties from any and all known and unknown claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.*, that were or could have been pleaded based on the factual allegations of the operative complaint on file for the Action, for the PAGA Release Periods. This Settlement shall not impact any PAGA Employee's ability to assert California Labor Code claims other than PAGA claims (i.e., a claim brought under California Labor Code § 2698, *et. seq.*) or any other individual claims that may belong to them.

2. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order and Judgment shall so reflect. The Final Order and Judgment shall not bind nor release the PAGA Employees of any individual wage claims (or other individual claims). However, in accordance with *Arias*, the Final Order and Judgment shall be binding on the PAGA Employees as to all known and unknown claims under California Labor Code § 2698, *et. seq.*, that were or could have been pleaded based on the factual allegations of the operative complaint on file in the Action for the PAGA Release Periods.

E. General And Individual Claim Release by Named Plaintiff Only

1. In addition to any Individual PAGA claims, Plaintiff Garcia has entered into a separate, confidential settlement of all individual claims that she may have, including all claims, arising from or relating to her relationship with and any services she may have provided to or for the benefit of Defendants. Her separate individual settlement includes a full general release of all known and unknown claims as more fully set forth therein, along with a release by Defendants of any claims it has against Plaintiff. The Parties can provide a copy at the Court's request under seal.

F. Settlement Approval and Implementation Procedures

1. Pursuant to California Labor Code § 2699(1)(2), or otherwise for the purposes of obtaining court approval of the Settlement, Plaintiff will file: (a) application, stipulation or motion for approval, separate declaration(s) advocating that the Settlement is fair, adequate, and reasonable, and any other documents in support of approval of the Settlement. Defendants shall not oppose the filing of any of these documents. Defendants shall also reasonably cooperate with any efforts to obtain approval of this Settlement.

2. No later than Sixty (60) calendar days from approval of this Settlement Agreement by the Court, Defendants shall send to the Settlement Administrator a list of all PAGA Employees including, to the extent available in Defendants' records, each PAGA Employee's: (1) full name; (2) stage name; (3) last known address; (4) social security number; and (5) the number of Eligible Pay Periods he or she worked as a non-exempt entertainer employee of Defendants in California during the PAGA Release Periods, (the "PAGA Employees List"). This information shall be treated as, and remain, confidential and shall be used solely to manage the notice and payment process described herein, and it shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

3. Defendants shall wire transfer funds to the Settlement Administrator as set forth in the Funding Dates definition above.

4. The Settlement Administrator will perform all settlement administration duties, including (i) performing a National Change of Address ("NCOA") search to update the addresses of the PAGA Employees, (ii) issuing the Notice and payments to the PAGA Employees, (iii) issuing any required IRS forms, and (iv) issuing payment to the LWDA, the Service Award to Plaintiff, and Plaintiff's Counsel. The Settlement Administrator shall issue the Notice and payments to the PAGA Employees along with required IRS forms and issue payment to the LWDA for PAGA penalties, Service Award to Plaintiff, and Attorneys' Fees and Costs to Plaintiff's Counsel, no later than fourteen (14) calendar days after the Funding Date.

5. PAGA Employees shall have one hundred twenty (120) calendar days after the mailing to negotiate their settlement checks. If any PAGA Employee's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds in the Settlement Administrator's account as a result of a failure to timely negotiate a settlement check shall be paid to State of California Controller's Unclaimed Property division. Neither Defendants, Defendants' Counsel, Plaintiff's Counsel nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 120-day period.

6. Upon the Funding Date, Final Approval, and no objection by LWDA, the Parties will: (i) be bound by the terms and conditions of this Agreement, and the releases set forth therein; and (ii) be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the settlement and the Court's Final Order and Judgment.

G. No Right to Object or Opt Out: The Parties agree that there is no statutory right for aggrieved employees to be heard in objection to the PAGA Settlement and there is no statutory requirement to provide aggrieved employees the option to opt out of the PAGA Settlement.

H. Waiver of Appeal. Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendants, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered.

I. Miscellaneous Provisions.

1. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if: (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void, or (d) should Defendants fail to make all installment payments. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Any fees already incurred by the Settlement Administrator shall be shared by the Parties equally. Notwithstanding the foregoing, the Parties shall attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

2. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

3. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

4. **Mutual Full Cooperation:** 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 and to take such other action 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 and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and Defendants' counsel, take all necessary steps to secure the Court's approval of the settlement, and the Final Order and Judgment.

5. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights released and discharged by this Settlement Agreement.

6. **No Admission:** Defendants deny any and all liability to Plaintiff and/or the PAGA Employees, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendants desire to settle and compromise the matters at issue in the Operative Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendants also has taken into account the uncertainty and risks inherent in litigation and, without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, have determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

7. **Binding Settlement:** 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 Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document

and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement Agreement.

8. **Enforcement Actions:** Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any legal action 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 incurred in connection with any enforcement actions.

9. **Notices:** All notices shall be provided by United States mail and electronic mail. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third calendar day after mailing by United States mail and electronic mail, addressed as follows:

To Plaintiff:

Azad M. Marvazy
Brea Violette
Light Law Group
1880 Century Park East, Ste 512
Los Angeles, California 90067
Telephone: (424) 293-3730
Email: Azad@LightLawGroup.com
bviolette@lightlawgroup.com

To Defendants:

Jermone H. Mooney
Rebekah F. Frushtick
Weston, Garrou & Mooney
12121 Wilshire Boulevard, Suite 525
Los Angeles, California 90025-1176
Telephone: (310) 442-0072
Email: JerryM@mooneylaw.com
RFF@wgdlaw.com

10. **Construction:** The Parties hereto 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 Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

11. **Captions and Interpretations:** Paragraph titles or captions contained herein 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 provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

12. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

13. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

14. **Integration Clause:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

15. **Binding on Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

16. **Counterparts:** 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 fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. The Parties further agree that they may use Docusign, an electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code § 1633.7.

17. **Jurisdiction of the Court:** Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement are subject to approval by the Court.

18. **Binding on Successors and Assigns:** This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

20. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by the Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and Release as of the date set forth below.

Dated: 07/27/2026

PLAINTIFF


Sarai Garcia (Jul 27, 2026 16:29:32 PDT)
Sarai Garcia

Dated: _____

DEFENDANT D.S.M. Entertainment, Inc.

Name: _____

Title: _____

Dated: _____

DEFENDANT Ronald McKinney

Ronald McKinney

Dated: _____

DEFENDANT Kim Huot

Long Kim Huot

APPROVED AS TO FORM:

Dated: 8.17.26

LIGHT LAW GROUP, APC



Azad M. Marvazy
Attorney for Plaintiff

Dated: _____

WESTON, GARROU & MOONEY

Jerome H. Mooney
Rebekah F. Frushtick
Attorneys for Defendants

IN WITNESS WHEREOF, the Parties knowingly and voluntarily executed this Settlement Agreement and Release as of the date set forth below.

Dated: _____

PLAINTIFF

Sarai Garcia

Dated: 7/29/2026 | 22:42 PDT

DEFENDANT D.S.M. Entertainment, Inc.

Signed by:
Ronald McKinney
00F5E31552CF495...

Name: Ronald McKinney

Title: President

Dated: 7/29/2026 | 22:42 PDT

DEFENDANT Ronald McKinney

Signed by:
Ronald McKinney
00F5E31552CF495...
Ronald McKinney

Dated: 7/30/2026 | 16:14 PDT

DEFENDANT Kim Huot

Signed by:
Long Kim Huot
89F0422811BB4FD...
Long Kim Huot

APPROVED AS TO FORM:

Dated: _____

LIGHT LAW GROUP, APC

Azad M. Marvazy
Attorney for Plaintiff

Dated: 7/31/2026 | 09:09 PDT

WESTON, GARROU & MOONEY

DocuSigned by:
Jerome Mooney
A8CB4C0FD1A854A4...
Jerome H. Mooney
Rebekah F. Frushtick
Attorneys for Defendants