

SETTLEMENT AGREEMENT & GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as "Agreement") is made and entered into by and between Bryan Casserly and Theo Hyppolite (each a "Plaintiff" and collectively "Plaintiffs"), and Beverly Boy Productions, Inc. (hereinafter the "Company").

A. WHEREAS, Plaintiffs were hired by the Company as a Crew Member for a video production on or about May 15, 2023, for which an employment dispute has arisen (the "Production");

B. WHEREAS, certain other individual crew members were hired by Company to work on other video productions in California;

C. WHEREAS, each Plaintiff has made allegations of labor law violations in relation to the Production (hereinafter referred to as the "Action"), seeking recovery for loss of wages, continuing wages, liquidated damages, penalties (civil and statutory), attorney fees and costs, and damages and under a Los Angeles Superior Court Case No. 24STCV10510;

D. WHEREAS, Plaintiff and the Company desire to settle fully and settle finally all differences between them concerning the Action and the employment relationship including, but in no way limited to, any differences that might rise out of Plaintiff's employment and/or the termination thereof; and

NOW THEREFORE, in consideration of the promises herein contained, it is agreed as follows:

1. The above-mentioned recitals are hereby incorporated into, and made a part of, this Agreement.

2. This Agreement shall not in any way be construed as an admission by the Company of any wrongful acts or acts of discrimination whatsoever against Plaintiff or any other person, and the Company specifically disclaims any liability to, or discrimination against Plaintiff or any other person, on the part of itself, its employees, or its agents.

3. Consideration.

(A) As consideration for the releases set forth herein, Company shall pay the total amount of **\$36,633.87**, to be paid in 48 monthly installments of **\$763.21**, starting on or before the 1st of each month following full execution hereof, to be allocated as follows:

Attorney Fees & Costs

Attorney Fees to Harris & Ruble - \$6,270.97

Attorney Costs to Harris & Ruble - \$3,200.00

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Individual Crew Members

Margaret Burr - \$1,380.00
Michael Cahn - \$4,140.00
Bryan Casserly - \$3,000.00 (Plaintiff)
Daniel Harvey - \$3,057.90
Mandii Hesse - \$1,150.00
Theo Hyppolite - \$3,000.00 (Plaintiff)
Kristina Marette - \$2,300.00
Sebastian Diaz - \$862.50
Klem Daniels - \$2,185.00
Michael Kleven -\$2,587.5
Other unpaid invoices: \$3,500.00

(B) The Payments shall be made to the “Harris & Ruble Client Trust Fund” and reported on a Form 1099, without withholdings or deductions. The Payment is contingent upon receipt of an executed Form W-9 by Plaintiff and Harris & Ruble.

(B) In the event that any State or Federal taxing agency determines that said sum, or any part thereof, is taxable income, it shall be solely each Plaintiff’s responsibility to pay any and all assessed taxes.

4. The Company agrees to provide each Plaintiff with a neutral job reference for all written and telephone requests to include only the following: job title and dates of employment.

5. Each Plaintiff agrees that he has turned over to the Company, all property belonging to the Company, including but not limited to documents concerning the Company’s personnel matters, any and all of the Company’s files, tapes, documents, keys, credit cards, telephone cards, books, software, passwords, equipment, manuals, tools and written materials.

6. This Agreement may not be used in evidence in any proceedings of any kind, except in an action alleging a breach of this Agreement. The parties expressly agree to waive the provisions of California Evidence Code §1152 solely to the extent necessary to render this Agreement admissible in a proceeding to enforce the provisions hereof. It shall not be a breach of this Agreement for either party to comply with a valid court order or subpoena requiring the disclosure of any information about this Agreement, so long as, in the case of Plaintiff, he notifies the Company of such court order, and allows it the opportunity to move to quash such order.

7. As a material inducement to the Company to enter into this Agreement, each Plaintiff hereby irrevocably and unconditionally releases, acquits, and forever discharges the Company, Kael Beverly and each of the Company’s owners, shareholders, predecessors, successors, assigns, agents, directors, officers, employers, representatives, attorneys, divisions,

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subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and all persons acting by, through, under or in concert with any of them (collectively "Plaintiff's Releasees"), or any of them, from any and all complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, including but not limited to claims arising from the Action; the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the Older Workers' Benefit Protection Act; and claims of intentional infliction of emotional distress; breach of implied contract; or any other statute or common law principle of similar effect, known or unknown ("Plaintiff's Claim" or "Plaintiff's Claims"), which Plaintiff now has, owns, or holds, or claims to have, own, or hold or which Plaintiff at any time heretofore had, owned, or held, or claimed to have, own, or hold or which Plaintiff at any time hereinafter may have, own, or hold, or claim to have, own, or hold, against each or any of the Plaintiff's Releasees, arising from acts, events, or circumstances occurring on or before the effective date of this Agreement.

8. This Agreement will be effective on the day after it is signed by both Plaintiffs and the Company.

9. Each Plaintiff expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understand and acknowledge the significance and consequence of such specific waiver of Section 1542 of the Civil Code of the State of California which states 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, which if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. Each Plaintiff further understands and acknowledges that this Agreement constitutes a voluntary waiver of any and all rights and claims he has against the Company as of the date of the execution of this Agreement, and he has expressly waived rights or claims pursuant to this Agreement in exchange for consideration, the value of which exceeds payment or remuneration to which Plaintiff was already entitled.

11. Each Plaintiff and the Company agree not to knowingly make any negative or derogatory remarks or statements, whether orally or in writing, about each other.

12. This document constitutes the complete and entire Agreement between the parties pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements, representations,

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negotiations, and understandings between the parties, oral or written, express or implied, are hereby superseded and merged herein.

13. This Agreement may be amended, changed, or modified only by a written document signed by all parties hereto. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions hereof shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

14. Each Plaintiff represents that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any Plaintiff's Claim or any portion thereof or interest therein. If any Plaintiff's Claim should be made or instituted against Plaintiff's Releasees, or any of them, because of any such purported assignment, Plaintiff agrees to indemnify and hold harmless Plaintiff's Releasees, and each of them, against any such Plaintiff's Claim, including necessary expenses of investigation, attorneys' fees and costs.

15. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties, by virtue of the identity, interest or affiliation of its preparer.

16. Plaintiff will request dismissal of the Action pursuant to CRC 3.770, within the individual claims dismissed with prejudice and class allegations dismissed without prejudice, within three (3) calendar days following full-execution hereof. Except for the Action, each Plaintiff represents that he has not filed or authorized the filing of any complaints, charges, or lawsuits against Plaintiff's Releasees, or any of them, with any Federal, State, or local court, governmental agency or administrative agency, and that if, unbeknownst to Plaintiff, such a complaint, charge or lawsuit has been filed on his behalf, he will use his best efforts to cause it immediately to be withdrawn and dismissed with prejudice. Each Plaintiff further agrees to execute any and all further documents and to perform any and all further acts reasonably necessary or useful in carrying out the provisions and purposes of this Agreement.

17. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

18. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever the content so indicates or requires.

19. In any action or other proceeding to enforce rights hereunder, the prevailing party shall receive an award of costs and expenses related to such proceeding, including attorneys' fees.

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20. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures obtained electronically shall be deemed valid as if they were inked originals.

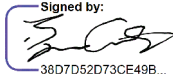
21. Each Plaintiff represents and acknowledges that in executing this Agreement that he does not rely and has not relied upon any representation or statement made by any of the Plaintiff's Releasees or by any of the Plaintiff's Releasees' agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

22. Each Plaintiff further states that he has carefully read this Agreement, that he has consulted his attorney to have any questions concerning this Agreement explained to him, that he fully understands its final and binding effect, that the only promises made to him to sign this Agreement are those stated above and that he is signing this Agreement voluntarily.

23. Each Plaintiff specifically acknowledges that the Company has advised Plaintiff to retain counsel, is represented by counsel and has had this Agreement reviewed and explained to him.

EMPLOYEE

DATED: 7/7/2025

By: 
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Bryan Casserly

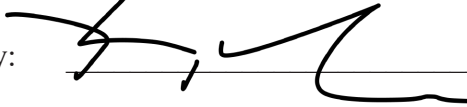
EMPLOYEE

DATED: 7/8/2025

By: 
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Ineo Hyppointe

THE COMPANY

DATED: 7-8-2025

By: 
Its: BeverlyBoyProductions