

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between the undersigned parties (“the Parties”), JON ENGE (“Plaintiff”) and EVY LUTSKY (“Putative Plaintiff”), on the one hand, and PREMO STUDIOS, LLC and CARY GRANT, JR. (collectively, “Defendants”), on the other hand.

RECITALS

A. Plaintiff and Putative Plaintiff allege that they were employed by Defendants on a video production in California (the “Employment”), and a dispute has arisen regarding their Employment.

B. On May 7, 2024, Plaintiff filed a Private Attorney General Act (“PAGA”) complaint against Defendants in the Los Angeles Superior Court (“LASC”), Case No. 24STCV11455, alleging claims for unpaid wages and penalties under California Labor Code Sections 203, 226, 510, 2802, 1194, 1198.5, 226.7, 512, and 2698 et seq. (among other wage and hour causes of action under PAGA). The PAGA complaint and PAGA notice are collectively referred to as the “Action”.

C. While Defendants deny 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 and Putative 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 twenty-five thousand and no cents (\$25,000.00), payable at the amount of \$1,000 per month, on the 1st of each subsequent month. 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 and Putative Plaintiff acknowledge 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 and Putative Plaintiff further acknowledge that Defendants explicitly deny all allegations of wrongdoing alleged in the Action. 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 and Putative Plaintiff herein, Defendants agree to pay a gross sum of twenty-five thousand, dollars and no cents (\$25,000.00) to the “Harris and Ruble Client Trust Account” [Taxpayer ID# 36-3692728]. The payment shall be payable in increments of \$1,000 per month, payable on the 1st day of each month, until fully paid (the “Monthly Payment”). 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 and Putative Plaintiff pursuant to the allocations in this Agreement.

3. Responsibility for Tax Obligations. Plaintiff and Putative 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 and Putative 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 and Putative Plaintiff pursuant to this Agreement. Plaintiff and Putative 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 and Putative Plaintiff each 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 Releases as described below in Paragraph 7, and that Plaintiff and Putative Plaintiff will not seek any further compensation for any other claimed damages, costs, or additional attorneys' fees in connection with the matters encompassed in this Agreement from Any Named Defendant. Plaintiff and Putative Plaintiff each acknowledges and agree that they would not be entitled to receive the Settlement if he did not make the promises in this Agreement.

5. Timing of Payment. In consideration for Plaintiff and Putative Plaintiff entering into a general release of any and all claims as addressed in Paragraphs 7 and 8 of this Agreement, Defendants agree to remit the first Monthly Payment to the "Harris and Ruble Client Trust Account" starting October 1, 2024, with the next Monthly Payment beginning on the 1st of each subsequent calendar month. Time is of the essence for Payments. There is no grace period.

6. Complete General Release. In consideration for the promises set forth in this Agreement, each of Plaintiff and Putative Plaintiff hereby fully and finally releases Defendants, and each of their subsidiaries, parent companies, related companies, partners, officers, directors, managers, 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, arising from the Action, Plaintiff's and Putative Plaintiff's purported employment with Defendants and work on the Employment. 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 and Putative Plaintiff each expressly acknowledges that the release 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 and Putative Plaintiff each 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 and Putative Plaintiff supplies Defendant with a signed copy of this Settlement Agreement (the “Effective Date”).

9. Dismissal of Action. Immediately upon execution hereof, Plaintiff will dismiss the individual case with prejudice, and class action without prejudice, subject to California Rules of Court 3.770.

10. 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.

11. 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.

12. Attorneys’ Fees and Costs. The Parties agree that except as necessary to enforce this Agreement, 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. If any action is necessary to enforce this agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs.

13. Agreement is Voluntary. The Parties understand and agree that Plaintiff and Putative Plaintiff:

- (a) Has had a sufficient and reasonable amount of time within which 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 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.

14. 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.

15. 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 Putative Plaintiff and a duly authorized officer of Defendants.

16. 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, 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 and Putative Plaintiff each further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Plaintiff and Putative Plaintiff will fully cooperate with Defendants to effectuate its purpose to conform the provision(s) to law.

17. 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.

18. 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.

19. Confidentiality. Plaintiff and Putative Plaintiff each agrees that, except with Defendants' express written permission, Plaintiff and Putative Plaintiff and their 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 Defendant) any and all information concerning: the terms of or existence of this Agreement or the settlement of Plaintiff's and Putative Plaintiff's Claims. Notwithstanding the foregoing, nothing shall prevent Plaintiff and Putative Plaintiff 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 Plaintiff's and Putative Plaintiff's legal and financial advisors, spouse, or registered domestic partner, who shall also be advised of this confidentiality provision and who shall agree to abide by it.

20. Representative PAGA Claim. Plaintiff and Putative Plaintiff unconditionally covenants not to continue his claim for Private Attorneys' General Act Violations in this Action. Plaintiff and Putative Plaintiff also unconditionally covenants not to continue the Action for civil penalties under PAGA against Defendants or any of the Defendant Releasees. Further, notwithstanding the decision in *Kim v. Reins International California, Inc.*, 9 Cal. 5th 73 (2020), Plaintiff and Putative Plaintiff each acknowledges and agrees that he will take no further action to pursue, file, or assist in any PAGA claim and Plaintiff agrees that he will take no further action in connection with the exhaustion letter he sent to the LWDA. Plaintiff and Putative Plaintiff each further agree that they will not aid or participate in, benefit from or encourage the prosecution of or filing of any PAGA complaint against Defendants for the Employment. Plaintiff and Putative Plaintiff each also disclaims any further right to act as a Private Attorney General under PAGA against the Defendant Releasees in this Action.

AGREED AND ACCEPTED:

Plaintiff

Date: _____

JON ENGE

Defendant

Date: _____

PREMO STUDISO, LLC

Defendant

Date: _____

CARY GRANT, JR.

Putative Plaintiff

Date: _____

EVY LUTSKY