

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into by and between DOUGLAS WORKMAN (“Workman” or “Plaintiff”) and VERSATILE STUDIOS, INC. (“Versatile”), MICHAEL DOS SANTOS, and SEAN FRENCH (collectively, “Defendants”) (each a “Party” and together the “Parties”), effective as of the last date written below (“Effective Date”), with reference to the following facts:

A. Versatile engaged Workman on a production from on or about February 8, 2024, to February 9, 2024 (the “Production”);

B. On June 4, 2025, Workman filed a lawsuit against Defendants entitled *Workman v. Versatile Studios, Inc. et al.*, Case Number 25STCV16425, in Los Angeles County Superior Court (the “Court”), claiming (1) Cal. Lab. Code (the “Code”) §§ 201.3, 201.5, 203, 204 and/or 204b, Continuing Wages; (2) Code § 226(a), Failure to Provide Compliant Wage Statements, and Wage Orders 4 and/or 12; (3) Code §§ 226.7, 512 and Wage Orders 4 and/or 12, Failure to Provide Rest Breaks and Meal Periods; (4) Code §§ 510, 515, and 1194 and Wage Orders 4 and/or 12, Failure to Pay Proper OT; (5) Code §§ 1194 and 1198 and Wage Orders 4 and/or 12, Failure to Pay Proper Minimum Wages; (6) Code § 2802 and Wage Orders 4 and/or 12, Failure to Reimburse Business Expenses; (7) Code §§ 1174, 1174.5 and Wage Orders 4 and/or 12, Failure to Keep Accurate Payroll Records; (8) Code § 226(b) and Wage Orders 4 and/or 12, Payroll Records; (9) Code § 1198.5 and Wage Orders 4 and/or 12, Personnel Records; (10) Cal. Bus. & Prof. Code § 17200, Restitution; (11) Breach of Implied Employment Contract; and (12) Cal. Lab. Code §§ 2698 et seq., PAGA (the “Action”).

C. Workman brought the Action on behalf of himself and “save with respect to full-time Staff personnel, all persons (whether exempt or nonexempt, whether paid directly or through a loan-out) paid on account of services provided for [Defendants] in the filming of one or more [production] in California during the period beginning no earlier than four years prior to the filing of this action to the date of a decision on a Motion for Class Certification.”

D. Defendants deny all of Workman’s allegations in the Action and further deny that they or any of the Released Parties (defined below) have any liability to Plaintiff or to any other person or entity whatsoever; and

E. The Parties desire finally to compromise, settle, dismiss and discharge all claims, controversies, demands, actions, or causes of action that Plaintiff may have or claim to have against Defendants or any of the Released Parties on the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the promises and mutual covenants and agreements herein contained, the Parties hereby covenant and agree as follows:

1. Settlement Payment. No later than thirty (30) business days from the Effective Date or the date Defendants receive notice that the dismissal of the Action has been entered by the Court in accordance with Paragraph 4 of this Agreement, whichever is later, Defendants shall pay to Plaintiff, and Plaintiff shall accept, the gross sum of Twenty-Three Thousand Seven Hundred Eighty-Nine Dollars and No Cents (\$23,789.00) (the “Settlement Payment”), in full and

final settlement of all claims that Plaintiff has or may have against Defendants, or any of the Released Parties. The Settlement Payment shall be paid in a single check made payable to the “Harris & Ruble Client Trust Account,” from which there will be no tax withholding and which gross amount shall be allocated to Plaintiff’s claims for alleged damages, penalties, and for Plaintiff’s attorney’s fees and costs incurred in this matter. Defendants shall issue Plaintiff and his counsel IRS Forms 1099 for this payment. Defendants’ obligation hereunder is conditioned on Plaintiff’s timely delivery of this executed Agreement, and completed IRS Forms W-9 for Plaintiff and counsel, Harris & Ruble. The check shall be delivered to Plaintiff’s counsel at Attn: David Garrett, Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale, CA 91203 within the timeframe specified in this Agreement.

(a) Plaintiff and his counsel will provide the required IRS Forms W-9 to Defendants’ counsel within five (5) days of signing this Agreement.

(b) Plaintiff and his counsel further acknowledge and agree that they are not owed, other than the Settlement Payment, any additional consideration, including for attorneys’ fees and costs, interest, penalties, or any other amounts, other than as provided in the Agreement.

(c) Plaintiff and his counsel further acknowledge and agree that Defendants have not given them any tax advice regarding the Settlement Payment. Plaintiff shall indemnify and hold Defendants harmless for any taxes, interest, penalties, or other sums assessed against him by any federal, state, or local taxing authority in connection with the Settlement Payment, or for any attorneys’ fees or costs incurred by Defendants in connection therewith.

2. Plaintiff’s General Release.

(a) Upon the Effective Date, Plaintiff, on behalf of himself and for his heirs, executors, administrators, successors, and assigns, hereby forever generally, completely, and unconditionally releases, waives, discharges, and promises not to sue Defendants, and each and any and all of their respective parents, subsidiaries, shareholders, predecessors, successors, assigns, stockholders, agents, directors, officers, partners (both general and limited), employees, representatives, attorneys, benefit plans, insurers, divisions, contractors, and all persons acting by, through, under, or in concert with any of them (collectively, the “Released Parties”), of and from any and all claims, causes of action, and demands of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, for damages actual, consequential, and exemplary, past, present, and future, and all other relief, arising out of or in any way related to agreements, events, acts, omissions, or conduct at any time prior to and including the date Plaintiff executes this Agreement, including but not limited to all claims arising out of or relating to the Production and the Action. Plaintiff further acknowledges and agrees that he is not an “aggrieved employee” for purposes of PAGA and hereby releases and waives any standing he may otherwise have to bring a PAGA action against Defendants or any of the Released Parties.

(b) Plaintiff has been fully advised by his attorney of the contents of section 1542 of the Civil Code of the State of California, and that section and the benefits thereof are hereby expressly waived by them. Section 1542 reads 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.

(c) Excluded from the general release set forth above are any claims or rights which cannot be waived by law, including (without limitation) any claims under the workers' compensation laws and for unemployment benefits, and any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents and award agreements. Nothing in this Agreement limits Plaintiff's right to file a charge with an administrative agency such as the U.S. Equal Employment Opportunity Commission, National Labor Relations Board, or any other federal, state, or local agency charged with enforcement of any laws or to participate in any agency investigation; provided, however, by signing this Agreement, Plaintiff is waiving his right to recover money or other relief in connection with any such charge, whether filed by him, an agency, or a third party, except where such a waiver is prohibited.

3. Release by Defendants. Defendants hereby release, discharge and promise not to sue Plaintiff as to any and all claims that arise out of the Production or the Action up to and including the date Defendants execute this Agreement. Excluded from the release set forth in this Paragraph are any claims for violations of this Agreement, including but not limited to any violation of the Confidentiality provision in Paragraph 7 herein.

4. Dismissal of Action. Within three (3) court days after the Effective Date, Plaintiff shall take all necessary steps to lodge with the Court a request for dismissal of the Action in its entirety, with prejudice as to his individual claims, and without prejudice as to the putative class claims alleged therein. Plaintiff shall lodge the request concurrently with a declaration compliant with rule 3.770(a) of the California Rules of Court and is permitted to file a declaration including all the required information set forth in rule 3.770(a). Plaintiff understands and agrees that the dismissal of the putative class claims must be approved by the Court in the Action. In the event the Action is not dismissed on the terms set forth herein, this Agreement shall be of no further force or effect, and the Parties shall be restored to the status quo ante.

5. Compromise Settlement. It is understood and agreed that this is a compromise settlement of disputed claims and that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation whatsoever by Defendants, or any of the Released Parties to Plaintiff or to any other person or entity whatsoever.

6. Plaintiff's Representations. Except as otherwise expressly provided in this Agreement, and/or as necessary to obtain dismissal of the Action consistent with Paragraph 4, Plaintiff represents and warrants as follows:

(a) Except as required to effectuate this Agreement, Plaintiff agrees, and agrees to instruct his counsel, not to: (i) publicize in any form, whether verbally, written or recorded (including, but not limited to, websites, social media, YouTube, e-mail, text messages, blogs, or any other paper or electronic writing), the Action, the Settlement Payment, and/or the fact of or terms and conditions of this Agreement, or (ii) discuss such matters with any representative(s) of the news media or in any public forum.

(b) Plaintiff represents that he has not disclosed the Settlement Payment or the fact of or terms of this Agreement to any known current or former employee or contractor of Defendants, and agrees not to do so at any time in the future.

(c) Plaintiff agrees not to affirmatively contact any current or former employees or contractors of Defendants regarding the Action, the Settlement Payment, or the terms and conditions of this Agreement.

(d) Plaintiff represents that, with the exception of the Action, he has not filed any complaints, claims, charges, or actions against Defendants with any state, federal, or local agency or court, and Plaintiff agrees not to do so at any time hereafter with respect to all claims released in this Agreement.

(e) To the fullest extent permitted by law, Plaintiff agrees, with respect to all claims released in this Agreement, that he (i) will not accept, claim, or assert an entitlement to any additional compensation, damages, or penalties from Defendants or any of the Released Parties in any other action or proceeding and (ii) disclaims any claim or right to receive any additional amount, benefit, or recovery from Defendants or any of the Released Parties.

7. Confidentiality. The parties agree to hold the fact and terms of this Agreement, including but not limited to the Settlement Payment, in strictest confidence and not publicize or disclose them in any manner, except that they may disclose this Agreement insofar as such disclosure may be required by law or required by the Court to facilitate the dismissal of the Action, and may also disclose this Agreement in confidence to immediate family, attorneys, and tax advisors, provided that any person to whom disclosure is to be made first agrees to the same confidentiality of this Agreement to which Plaintiff is bound. The parties further acknowledge and agree that the restrictions in this Paragraph are material terms of this Agreement and are fair and reasonable. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace such as harassment or discrimination or any other conduct that he has reason to believe is unlawful.

8. No Cooperation. Plaintiff agrees not to encourage, solicit, assist, support, or in any other way cooperate in the initiation or prosecution of any claim, action or proceeding brought against Defendants or any of the Released Parties arising out of or related to any person's alleged employment with or engagement by Defendants, except if compelled to do so by legal process. Nothing in this Agreement shall be deemed to prevent Plaintiff from providing truthful testimony in any matter pending before a state or federal agency.

Nothing in this Agreement restricts or impedes Plaintiff from exercising protected rights, including rights under the National Labor Relations Act (such as activity protected by section 7

thereof) or the federal securities laws, to the extent that such rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order.

9. Non-Disparagement. To the fullest extent permitted by law and except as otherwise provided in Paragraphs 2(c), 4, and 7, The parties each agree not to disparage the other party.

10. Entire Agreement. This Agreement contains the entire agreement between the Parties and constitutes the complete, final, and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not a mere recital. This Agreement is executed without reliance upon any promise, warranty, or representation by either Party or any representative of either Party other than those expressly contained herein, and each Party has carefully read this Agreement, has been advised of its meaning and consequences by his or its respective attorney, and signs the same of his or its own free will.

11. Binding Effect. This Agreement shall bind the heirs, personal representatives, successors, and assigns of each Party, and inure to the benefit of each Party and his or its current, former, and future owners, stockholders, directors, officers, partners (both general and limited), employees, representatives, attorneys, agents, parent companies, subsidiaries, affiliates, successors, and assigns.

12. Attorneys' Fees and Costs. Each Party will bear his or its own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the Dispute, the Action, or this Agreement.

13. Governing Law. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California.

14. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original (including electronic signatures), but all of which together shall constitute one and the same instrument. Facsimile signatures shall be as fully effective as original signatures.

THE PARTIES REPRESENT THAT THEY FULLY UNDERSTAND THEIR RIGHT TO DISCUSS ALL ASPECTS OF THIS AGREEMENT WITH THEIR PRIVATE ATTORNEYS AND THAT THEY HAVE, PRIOR TO EXECUTING THIS DOCUMENT, FULLY INFORMED THEMSELVES OF ITS CONTENTS THROUGH ATTORNEYS, ADVISORS AND/OR SOURCES OF THEIR OWN SELECTION. THE PARTIES ALSO REPRESENT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT AND ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have duly authorized and caused this Agreement to be executed on the dates written below.

Dated: October 23, 2025

DOUGLAS WORKMAN

DocuSigned by:
Douglas Workman
7899328F238940E...

Dated: Oct 28, 2025

VERSATILE STUDIOS, INC.

By *Michael Dos Santos*
box SIGN 1XP8JZP6-137Z8268
Its CEO

Dated: Oct 28, 2025

MICHAEL DOS SANTOS

Michael Dos Santos
box SIGN 1XP8JZP6-137Z8268

Dated: Oct 28, 2025

SEAN FRENCH

Sean French
box SIGN 4Z2YJ3X6-137Z8268