

SETTLEMENT AGREEMENT AND RELEASE

This Settlement, Confidentiality and Release Agreement (“Agreement”) is made and entered into effective the 28th day of December, 2018 (the “Effective Date”), by and among the following parties: (i) Brittany Alexandria Sheets (“Sheets”) on one hand and (ii) Corey Michael Mixter (“Mixter”) and Moriah Rose Pereira (“Pereira”) (collectively, the “Individual Defendants”) on the other. All parties together are referred to as the “Settling Parties.”

RECITALS

WHEREAS, on April 17, 2018, Sheets filed a civil complaint against Corey Michael Mixter, an individual, aka Titanic Sinclair: Titanic Sinclair Productions, I Corporation; Moriah Rose Pereira, an individual, aka Poppy, aka ThatPoppy, aka I am Poppy; and I am Poppy, Inc., a California corporation in the United States District Court for the Central District of California, Case No. CV-18-03204-R, alleging claims for copyright infringement, common law right of publicity, and violation of California's unfair business laws against all Defendants and an individual claim for domestic violence damages against Corey Michael Mixter individually (the “Federal Action”).

WHEREAS, on April 17, 2018, Sheets filed a request for a domestic violence restraining order against Corey Michael Mixter, individually, in Superior Court of California, County of Los Angeles, Case No. 18STR002583 (the “State Action”).

WHEREAS, to avoid the burden and expense of litigation, and without admitting or acknowledging any liability, the Settling Parties wish to fully and finally resolve all disputes and matters between them that were raised or could have been raised in the Federal Action or the State Action, and agree to the following terms as set forth below:

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NON-ADMISSION OF LIABILITY

Settling Parties acknowledge and agree that the execution of this Agreement represents a settlement of disputed rights and claims, and that, by entering into this Agreement, neither party admits or acknowledges the existence of any liability or wrongdoing, all such liability or wrongdoing being specifically and expressly denied.

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**DISMISSAL
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Immediately following full execution of this Agreement by the Settling Parties, Sheets shall file a request to dismiss the Federal Action and all parties thereto with prejudice pursuant to Federal Rule of Civil Procedure 41. Sheets also agrees to dismiss and not pursue any further proceedings in the State Action. Each party to bear its own costs and attorneys' fees.

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**QUITCLAIM OF
RIGHTS**

Mixer (individually and known professionally as Titanic Sinclair) hereby quitclaims and assigns to Sheets all of his right, title, and interest in and to the project known as "Mars Argo," including but not limited to all musical registrations (including but not limited to ASCAP) or

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copyrights in Mars Argo music and videos as those terms are defined below (including registration number SR0000696320 / 2011-04-28 on the Linden Place EP, and SR0000679143 / 2011-07-25 on the Love in Black and White EP), any other Mars Argo music or videos (as those terms are defined below) whether released or unreleased, any trademark rights in the name "Mars Argo," any domains associated with Mars Argo, including but not limited to marsargo.com, the

YouTube channel [grocerybag.tv](http://m.youtube.com/user/grocerybagdottv), <http://m.youtube.com/user/grocerybagdottv>, twitter.com/marsargo, marsargo.tumblr.com, instagram.com/marsargo, marsargo.bandcamp.com, as well as any future revenues derived from the same, except that Mixer shall be entitled to retain any funds he received prior to September 7, 2018, the date the parties reached a settlement in principle in this matter, including any funds from Foundation Media. As used herein, the term "Mars Argo music and videos" shall mean and refer to any musical sound recordings and/or videos that embody, portray, or include the performances of both Mixer and Sheets or Sheets individually, as well as any music compositions contained therein, and which were created as part of the Mars Argo project or in the name of Mars Argo.

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**MUTUAL
NON-HARASSMENT**

Sheets, on the one hand, and the Individual Defendants, on the other, agree to not contact the other directly or indirectly in any way, including but not limited to personal encounters, telephone, mail, email, social media, Internet, or other electronic means. If the Settling Parties need to communicate, all communications should be through counsel for the Settling Parties as indicated in the "Notice" section below. Sheets, on the one hand, and the Individual Defendants, on the other, further agree not to harass, strike, threaten, assault, hit, follow, stalk, destroy the personal property of, or surveil the other party (or to cause anyone else to do so). For the sake of clarity, nothing in this Agreement precludes any party, in the regular course of its business operations, from using lawful means consistent with accepted industry standards to compete with any other business or party or to attend business or industry events.

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**MUTUAL
NON-DISPARAGEMENT**

Except as expressly set forth below in the "Attorney Statements," following the effective date of the Agreement, and regardless of any dispute that may arise in the future, Settling Parties will not, and will not cause their representatives, controlled entities and agents to, and will not encourage their family members, friends, or any

other person to use the name of any party or family member of any party in making, publishing, or issuing any statement, written or otherwise, whether on or off the record, including orally, in print, television, radio, social media, or the Internet, that does or could reasonably be deemed to disparage, blame, criticize, denigrate, insult, damage, or injure the name, work, public image, reputation, goodwill, or business of any of the parties. Nothing in this agreement requires any witness to give false or incomplete testimony or prohibits any part from testifying truthfully in any legal proceedings.

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**MUTUAL SOCIAL MEDIA
CLEANSING**

Sheets, on the one hand, and Individual Defendants, on the other, will decline to

publish or post, in any form or by any other means, including but not limited to comments on social media (except as expressly set forth below in the "Attorney Statements"), and will remove from any and all media, social media, the Internet or websites any direct reference to, or images of the

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other party, and refrain from any subsequent posting of the same. Mixer agrees to remove any reference to Sheets or Mars Argo being a "friend" on his website titanicsinclair.com or in any other social media comment or posting subject to his control. Nothing in this Agreement shall be interpreted to interfere with Ms. Sheets' rights under Section 3 herein.

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**DESTRUCTION OF COMPROMISING
PHOTOGRAPHS**

Following execution of this Agreement, Mixer agrees to immediately destroy any photographs in his possession, custody, or control of Sheets in an

undressed, partially undressed, or otherwise compromising manner, including but not limited to those saved on any device or in any electronically stored information, such as email or text message.

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RELEASE OF CLAIMS

8.1 Sheets Release of Individual Defendants. Except for the obligations and rights created by this Agreement, upon execution of this Agreement, Sheets individually, derivatively on behalf of any person or entity (including her heirs, spouses, successors, assigns, licensees, executors, administrators, and insurers), and in her capacity as owner, member, manager, or affiliate of any entity, shall automatically and without further action or notice be deemed to have released and forever discharged the Individual Defendants and each of their heirs, predecessors, successors, assigns, affiliates, attorneys, insurers or reinsurers and liability carriers, accountants, agents, servants, representatives, employees and former employees (in their respective capacities as such, in their individual and personal capacities, and in any and all other capacities), and all other related persons or entities of any type, scope or existence of each of the foregoing from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, fixed or contingent, which Sheets now has, owns, or holds, or at any time heretofore had, owned or held, or could, shall or may hereafter have, own or hold against the Individual Defendants or any of them, based upon, related to, or concerning the Federal Action or State Action.

8.2 Individual Defendants Release of Sheets. Except for the obligations and rights created by this Agreement, upon execution of this Agreement, Individual Defendants individually, derivatively on behalf of any person or entity (including their heirs, spouses, successors, assigns, licensees, executors, administrators, and insurers), and in their capacity as owners, members, managers, or affiliates of any entity, shall automatically and without further action or notice be deemed to have released and forever discharged Sheets and each of her predecessors, successors, assigns, affiliates, attorneys, insurers or reinsurers and liability carriers, accountants, agents, servants, representatives, employees and former employees (in their respective

capacities as such, in their individual and personal capacities, and in any and all other capacities), and all other related persons or entities of any type, scope or existence of each of the foregoing from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whatsoever, whether now known or unknown, fixed or contingent, which Individual Defendants now have, own, or hold, or at any time heretofore had, owned or held, or could, shall or may hereafter have, own or hold against Sheets, based upon, related to, or concerning the Federal Action or State Action.

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WAIVER OF SECTION 1542 RIGHTS

Sheets and the Individual Defendants each acknowledge that they have been informed of and understand the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Sheets and the Individual Defendants each expressly waive and relinquish any and all rights and benefits under Section 1542 of the Civil Code of the State of California and under any statute, rule, or principle of common law or equity, of any jurisdiction, that is similar to Section 1542.

NO ASSIGNMENT OF CLAIMS AND INDEMNITY

Settling Parties represent and warrant that they have neither assigned, nor

suffered the transfer of, all or any portion of **any claim** covered by the releases set forth in this Settlement Agreement; **and** each Party shall indemnify and hold harmless any other Party against any and all claims, liabilities, losses, costs (including reasonable attorneys' fees), damages, fees, and other expenses which any other Party hereto may sustain or incur by reason of a breach of the representation and warranty contained in this Paragraph.

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CONFIDENTIALITY

10.1 The matters discussed in the course of settling the dispute are and shall remain strictly confidential, except as set forth below in Section 10.2. Only the Agreement itself is not confidential.

10.2 Attorney Statements. Notwithstanding the confidentiality restrictions imposed under this Section, the Parties agree that within five (5) business days of the execution of this

nt by counsel for the parties, Sheets or her counsel shall be entitled to issue a statement in the precise form set forth in Exhibit A hereto, and Individual Defendants or their counsel shall be entitled to issue a statement in the precise form set forth in Exhibit B hereto.

Except as set forth above, no other Party is authorized to make any public or non-public statement about this Agreement or any of the allegations in the State Action or the Federal Action, except that nothing herein shall prevent the Parties from indicating that the State Action and/or Federal Action "have been resolved" if specifically questioned about those Actions.

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COMPLETE AGREEMENT

This Agreement constitutes an integrated written contract expressing the entire agreement between Settling Parties on the subject matters addressed herein. All prior and contemporaneous discussions, negotiations and writings, have been and are

merged with and integrated into, and are superseded by, this Agreement. No representations, promises, agreements or understandings,

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written or oral, not contained herein shall be of any force or effect. The Agreement cannot be modified except by a writing executed by the parties hereto expressly modifying this Agreement.

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SEVERABILITY

If any provision (or portion thereof) of this Agreement is declared by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remaining provisions (including other portions of a provision having an invalid portion) shall remain in full force and effect and, to the extent possible, the disputed provision shall be construed so that it may be valid and enforceable.

13.
**GOVERNING
LAW**

Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of California, without regard to the rules or principles of conflicts or choice of law that might look to any jurisdiction outside of California. Venue for any dispute arising from the terms of this agreement shall be exclusively in the federal and state courts of the County of Los Angeles, California.

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NOTICE

Where notices are required to be given under this Agreement or in furtherance of this Agreement, such notices shall be sent via email and overnight mail as follows:

Notice to Sheets Matthew Donald
Umhofer Dolly K. Hansen
1990 South Bundy Drive, Suite
705 Los Angeles, CA 90025
matthew@spertuslaw.com
dolly@spertuslaw.com

Notice to Individual
Defendants Howard
Weitzman Gregory Korn
808 Wilshire Blvd. 3rd Floor
Santa Monica, CA
90401
hweitzman@kwikalaw.com
gkorn@kwikalaw.c
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15. MISCELLANEOUS TERMS

Sheets on one hand and the Individual Defendants on the other each represent, **warrant and agree as follows:**

15.1 Each of them has received, or has been given the opportunity to receive, prior independent legal advice from legal counsel of their choice with respect to the advisability of

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entering into this Agreement, and has been provided a reasonable time within which to consider signing this Agreement.

15.2 Each of them was provided the opportunity to be assisted by their attorneys in reviewing and agreeing to the **terms hereof**, and no ambiguity shall be resolved against any party by virtue of having participated in the drafting

of this Agreement.

15.3 Each of them represents that each has read this Agreement carefully, knows and understands its contents, and has investigated the facts pertaining to this Agreement to the extent that each deems necessary or desirable.

15.4 Each party represents and warrants that he or she is competent to enter into this Agreement and has the full right, power, and authority to enter into and perform the obligations under this Agreement.

15.5 Each party will bear its own attorneys' fees and costs and no further claim shall be made for any fees, costs or other damages that any party may contend arises out of or relates to the Federal Action or the State Action.

15.6 This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties hereto and each of them.

15.7 This Agreement may be executed in counter-parts, and e-mail and facsimile signatures shall be accepted as if they were originals, and there shall be a duplicate original provided for each signatory party. A fully executed copy of the Agreement transmitted via facsimile or e-mail shall be valid and enforceable to the same extent as the fully executed original Agreement.

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January 03, 2019
January 03, 2019