

## SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between Lotti Bluemner ("Bluemner"), Erik H. Gordon ("Gordon"), and ErGo Media Capital, LLC ("ErGo") (each a Party, and together collectively the "Parties"). For purposes of this Agreement, the term "Bluemner" shall mean and include Lotti Bluemner and any and all of her attorneys, executors, administrators, successors, assigns, agents and representatives. For purposes of this Agreement, the term "Gordon" shall mean and include Erik H. Gordon and any and all of his attorneys, executors, administrators, successors, assigns, agents and representatives. For purposes of this Agreement, the term "ErGo" shall mean and include ErGo Media Capital, LLC and its direct and indirect parents, subsidiaries (whether or not wholly-owned), attorneys, members, affiliates, divisions, predecessors, successors, insurers and assigns, and any and all other related individuals and entities, jointly and individually, and all of their past, present and future stockholders, directors, officers, employees, trustees, agents, insurers, representatives, attorneys, benefit plans and benefit plan administrators and trustees, and this Agreement shall inure to the benefit of all such individuals and entities.

### WITNESSETH:

WHEREAS, on or about February 28, 2014, Bluemner filed an action in the Superior Court of the State of California, for the County of Los Angeles, Central District, captioned Lotti Bluemner v. ErGo Media Capital, LLC and Erik H. Gordon, No. BC538111 (hereinafter, the "California Action"); and

WHEREAS, on or about February 26, 2015, Gordon and ErGo filed an action in the United States District Court, Southern District of New York, captioned ErGo Media Capital, LLC and Erik H. Gordon v. Lotti Bluemner, No. 15-cv-01377 (hereinafter, the "New York Action"); and

WHEREAS, the Parties desire to enter into this Agreement to fully and finally settle, resolve and dismiss with prejudice the California Action and to fully and finally settle and resolve any and all other claims, complaints, charges and actions of any kind whatsoever, whether known or unknown, which Bluemner may have against Gordon and/or ErGo; and

WHEREAS, the Parties desire to enter into this Agreement to fully and finally settle, resolve and dismiss with prejudice the New York Action and to fully and finally settle and resolve any and all other claims, complaints, charges and actions of any kind whatsoever, whether known or unknown, which Gordon and/or ErGo may have against Bluemner; and

WHEREAS, Gordon and ErGo deny Bluemner's claims and specifically deny that their conduct was in any way illegal, wrongful or improper; and

WHEREAS, while allowing a judgment to be entered against her Bluemner denies ErGo and Gordon's claims that led to the filing of the New York Action; and

WHEREAS, the Parties have agreed to avoid further proceedings and to settle and resolve the claims asserted in the California Action and the New York Action, and any other

claims, complaints, charges and actions of any kind whatsoever, whether known or unknown, which any Party may have against any other Party, to the fullest extent permitted by law and, except for the judgment entered against Bluemner in the New York Action, without any admission of liability or wrongdoing by any Party and with no Party considered to be a prevailing party.

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, the Parties hereby agree as follows:

1. Resolution of Pending Litigations.

(a) Dismissal of California Action. Bluemner agrees to dismiss the California Action with prejudice. In that regard, Bluemner agrees that she will take all actions necessary to accomplish the dismissal with prejudice of the California Action, including signing and returning to Andriette A. Roberts, Esq., Morgan, Lewis and Bockius LLP, counsel for Gordon and ErGo, the Stipulation of Dismissal attached hereto as Exhibit A. Counsel for Gordon and ErGo will then execute and file Exhibit A with the Superior Court of the State of California. Bluemner further agrees that she shall voluntarily withdraw any and all other pending actions, if any, filed in any federal or state court, as well as any and all administrative charges, against Gordon and/or ErGo. Bluemner further acknowledges and understands that any and all obligations set forth in this Agreement are conditioned completely and entirely upon Gordon and ErGo receiving an Order from the Superior Court of the State of California dismissing the California Action with prejudice (or a "so ordered" Stipulation of Dismissal or notice from the Superior Court of the State of California closing or terminating the California Action). In the event that the California Action is not dismissed with prejudice, this Agreement shall be null and void.

(b) Dismissal of One Claim in the New York Action and Entry of Judgment on the Rest of New York Action. Gordon agrees to withdraw and dismiss with prejudice the conversion cause of action against Bluemner in the New York Action. Immediately following the withdrawal of that claim Bluemner will allow a judgment to be entered against her in the New York Action on the remaining claims in that Action in the amount of One Dollar (\$1.00). In that regard, Bluemner agrees that she will take all actions necessary to accomplish the dismissal with prejudice and entry of judgment in the New York Action, including offering to allow entry of judgment against her and in favor of Gordon and ErGo by serving upon Andriette A. Roberts, Esq., Morgan, Lewis and Bockius LLP, counsel for Gordon and ErGo, the Federal Rule of Civil Procedure Rule 68 Offer of Judgment attached hereto as Exhibit B.

2. Effective Date and Dismissal Date. This Agreement shall become effective and enforceable once it has been fully executed by both Bluemner and Gordon, and the revocation period set forth in Paragraph 18 has passed without Bluemner revoking the Agreement (the "Effective Date").

3. Release of Claims.

(a) Bluemner, in exchange for Ergo and Gordon, *inter alia*: (i) agreeing not to move for summary judgment in, or otherwise prosecute, the New York Action, and agreeing

not to seek the recovery of costs or attorneys' fees in connection therewith; (ii) agreeing not to bring and prosecute any counterclaims in the California Action; (iii) agreeing not to file a motion for spoliation/destruction of evidence or seek any sanctions against Bluemner for, *inter alia*, discovery abuse; (iv) agreeing not to seek the recovery of costs or attorneys' fees in connection with the California Action; and (v) agreeing to dismiss all claims against Bluemner as set forth herein, which consideration she acknowledges is valuable, adequate and satisfactory to her, hereby commits as follows.

Bluemner hereby IRREVOCABLY AND UNCONDITIONALLY RELEASES, WAIVES AND FOREVER DISCHARGES GORDON AND ERGO (as defined broadly above) from any and all complaints, charges, causes of action, agreements, promises, liabilities, claims, demands, rights and entitlements of any kind whatsoever, in law or equity, whether known or unknown, asserted or unasserted, fixed or contingent, apparent or concealed, which Bluemner, her heirs, executors, administrators, successors or assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever existing, arising or occurring at any time on or prior to the date she executes this Agreement, including, without limitation, any and all claims arising out of or relating to her employment, and the cessation of such employment, with Gordon and/or ErGo, any and all claims Bluemner may have against Gordon and/or ErGo relating to any acts and/or omissions by Gordon and/or ErGo, and including any and all contract claims, tort claims, fraud claims, defamation, disparagement, or other personal injury claims, claims of discrimination, wage payment claims, overtime claims, retaliation and/or harassment claims, claims of aiding or abetting discrimination, retaliation and/or harassment, or claims pursuant to law, statute, regulation or common law, and claims for costs, expenses and attorneys' fees with respect thereto; provided, however, that this waiver and release shall not prohibit Bluemner from enforcing her rights under this Agreement, and does not release claims that may arise after the date that Bluemner executes this Agreement.

(b) THIS RELEASE AND WAIVER INCLUDES, WITHOUT LIMITATION, ANY AND ALL RIGHTS AND CLAIMS ARISING UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964; THE FAIR LABOR STANDARDS ACT; THE AMERICANS WITH DISABILITIES ACT, AS AMENDED; THE SARBANES-OXLEY ACT OF 2002; THE EQUAL PAY ACT; THE REHABILITATION ACT OF 1973; THE CALIFORNIA CONSTITUTION; THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AS AMENDED; THE CALIFORNIA FAMILY RIGHTS ACT; THE CALIFORNIA LABOR CODE; THE CALIFORNIA EQUAL PAY LAW; THE CALIFORNIA WHISTLEBLOWER PROTECTION LAWS; AND ALL OTHER FEDERAL, STATE OR LOCAL STATUTES, RULES, ORDINANCES, REGULATIONS OR COMMON LAW OR CONSTITUTIONAL PROVISIONS.

(c) By entering into this Agreement, other than with respect to the entry of judgment noted above, which will be entered against Bluemner in the New York Action, Erik H. Gordon and ErGo Media Capital, LLC hereby IRREVOCABLY AND UNCONDITIONALLY RELEASE, WAIVE AND FOREVER DISCHARGE BLUEMNER, Christian S. Molnar Law Corp. ("CSM Law Corp."), Christian S. Molnar and Ashley M. Hunt, and any and all other attorneys, present and past of the CSM Law Corp., from any and all complaints, charges, causes of action, agreements, promises, liabilities, claims, demands, rights and entitlements of any kind whatsoever, in law or equity, whether known or unknown, asserted

or unasserted, fixed or contingent, apparent or concealed, which Erik H. Gordon and ErGo Media Capital, LLC ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever existing, arising or occurring at any time on or prior to the date this Agreement is executed, including, without limitation, any and all claims arising out of or relating to Bluemner's employment with Gordon and ErGo, any and all claims Erik H. Gordon and ErGo Media Capital, LLC may have against Bluemner relating to any acts and/or omissions by Bluemner, and including any and all contract claims, tort claims, fraud claims, defamation, disparagement, or other personal injury claims, or claims pursuant to law, statute, regulation or common law, and claims for costs, expenses and attorneys' fees with respect thereto; provided, however, that this waiver and release shall not prohibit Gordon and/or ErGo from enforcing their rights under this Agreement, and does not release claims that may arise after the date that Gordon and/or ErGo execute this Agreement. Notwithstanding the foregoing, the terms of Bluemner and Gordon's Confidentiality and Non-Disclosure Agreement entered into on or about May 30, 2012 ("Confidentiality and Non-Disclosure Agreement") remains in full force and effect.

(d) Bluemner further agrees and understands that this Agreement releases and waives any entitlement she may have to apply for and to be considered for future employment, contract, appointment, or any other relationship with Gordon and Ergo, and that she will not apply for, seek or accept any future employment, contract or work in any capacity whatsoever with or from Gordon or Ergo.

4. No Other Consideration.

(a) Bluemner acknowledges and agrees that other than the consideration provided for herein, she is not entitled to and will not receive any additional consideration of any kind from Gordon and/or ErGo in consideration for her release, promises and covenants in this Agreement and that no representations have been made to her by Gordon and/or ErGo regarding any such additional consideration. Bluemner affirms that she has been paid and/or has received all leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions and/or benefits to which she was entitled from Gordon and/or ErGo through the date she executes this Agreement, and no other leave (paid or unpaid), compensation, wages, vacation pay, bonuses, commissions and/or benefits are due to her from Gordon and/or ErGo. Bluemner further affirms that she has no known workplace injuries or occupational diseases, and that she has been provided and/or has not been denied any leave for which she was eligible under any federal, state or local family/medical or disability leave law, including but not limited to any leave for which she was eligible. Bluemner agrees further that the consideration contained in this Agreement encompasses all of the consideration for her release of any and all claims she may have had against Gordon and/or ErGo and that such claims are hereby irrevocably waived and released.

(b) Gordon and ErGo acknowledge and agree that other than the consideration provided for herein, they are not entitled to and will not receive any additional compensation of any kind from Bluemner in consideration for their release, promises and covenants in this Agreement and that no representations have been made to them regarding any such additional compensation. Gordon and ErGo agree further that the consideration contained in this Agreement encompasses all of the consideration for their release of any and all claims

they may have had against Bluemner and that such claims are hereby irrevocably waived and released.

5. Confidentiality/Permitted Disclosure. (a) Bluemner agrees, covenants and promises that she will not reveal or discuss any aspect of her claims or defenses in the California Action, New York Action, or any other action she has filed against Gordon and/or ErGo, to or with any person or entity at all, without exception, except as may be required pursuant to a duly issued subpoena, other court order or as otherwise required by law or legal process. Bluemner recognizes and acknowledges that notwithstanding the foregoing, nothing in this Agreement shall prohibit or interfere with her right to make any truthful disclosure of relevant and necessary information to any governmental agency, legislative body, or any self-regulatory organization, including but not limited to the IRS; provided that, to the extent permitted by law, upon receipt of any such subpoena, court order or other legal process compelling the disclosure of any such information, Bluemner will give prompt written notice to Gordon and ErGo, through their counsel identified in this Agreement, so as to provide them an opportunity to protect their interests in confidentiality to the fullest extent possible; and provided further that Bluemner agrees and understands that by signing this Agreement, she will not be entitled to recover monetary damages or any other form of personal relief in connection with any such action, investigation or proceeding. Bluemner recognizes and agrees that the representations, promises and covenants set forth in this Paragraph 5 constitute a material and significant part of the consideration received by Gordon and ErGo, in exchange for their obligations under this Agreement, and that Gordon and ErGo would not have entered into this Agreement absent such agreement by Bluemner, and that any violation of this Paragraph 5 will constitute a material violation of this Agreement. Strictly subject to the foregoing, in response to any inquiry about the California Action and/or the New York Action Bluemner may state only that “the action has been resolved.”

(b) Bluemner agrees that she will not issue, hold, conduct or participate in any interview, press conference, press release or other communication, including any electronic posting or communication or social media, internet or website posting, tweet or other communication, about the existence or terms of this Agreement or about the subject matter of the California Action or the subject matter of the New York Action.

(c) Bluemner will sign a statement which says: “I truly enjoyed working for and with Erik Gordon, and what happened was the result of my misunderstandings and stress due to an important personal situation as well as the bad advice of someone I trusted. I have withdrawn my action in full, and without any payment from Erik Gordon, his family or his companies. I regret any negative attention I have drawn to Erik Gordon, his family, friends and colleagues, and any distress I might have caused. I hope that in the future there can be a positive relationship between us as I continue to value our friendship.”

(d) Gordon will sign a statement that says: “I am pleased that we have been able to put an end to these actions and I am glad that the actions have been resolved.”

6. In the event of any judicially recognized violation of the promises and obligations set forth and memorialized in Paragraph 5 hereof, Bluemner agrees that she will be required to pay Gordon the full amount of any damages and attorneys’ fees determined by a court to be

appropriate, and which in no event shall be less than liquidated damages in the amount of Five Hundred Thousand Dollars (\$500,000.00), and that Gordon will be entitled to any and all other appropriate relief from the United States District Court for the Southern District of New York, or, if the United States District Court for the Southern District of New York lacks subject matter jurisdiction, any court of competent subject matter jurisdiction. Bluemner further recognizes, acknowledges and agrees that she will be responsible for all attorneys' fees and costs incurred by Ergo and Gordon in seeking to prosecute any violation of the terms of Paragraph 5. Bluemner further recognizes, acknowledges and agrees that regardless of whether she is required to pay to Gordon any sums pursuant to this Paragraph, the provisions of Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 hereof shall remain binding on her and in full force and effect.

7. Cooperation. Bluemner agrees to cooperate with and assist Gordon and/or ErGo in connection with any investigation, regulatory matter, lawsuit or arbitration in which Gordon and/or ErGo are a subject, target or party and as to which Bluemner may have pertinent information. Bluemner agrees that she shall make herself reasonably available for preparation for hearings, proceedings or litigation and for attendance at any pre-trial discovery and trial sessions. Gordon and ErGo agree to make every effort to provide Bluemner with reasonable notice in the event her participation is required. Gordon and ErGo agree to reimburse reasonable out-of-pocket costs, including lost wages, incurred by Bluemner as the direct result of her participation, provided that such out-of-pocket costs and lost wages are supported by appropriate documentation and have prior authorization of Gordon and/or ErGo. Bluemner further agrees to perform all acts and to execute any and all documents that may reasonably be necessary to carry out the provisions of this subparagraph. Nothing in this Paragraph 7 or in this Agreement is intended or shall be deemed to prohibit Bluemner from: (1) testifying truthfully under oath pursuant to subpoena, or (2) cooperating fully in any governmental or regulatory investigation pursuant to 18 U.S.C. § 1514A or otherwise.

8. Non-disparagement. Bluemner agrees that she shall not issue any communication, written, verbal or otherwise, that disparages, criticizes or otherwise reflects adversely upon Gordon and/or ErGo or which encourages any adverse action against them. Bluemner further agrees that she will not issue, cause to be issued, or participate in the issuance of, any communication, publication, book, article, correspondence, memorandum, press release, e-mail, website or internet posting, lecture, statement, public statement or speech of any kind, that directly or indirectly mentions or otherwise references the existence, terms and/or conditions of this Agreement, the subject matter of the California Action, the subject matter of the New York Action or her claims against Gordon and/or ErGo, or that otherwise reflects adversely on Gordon and/or ErGo. Nothing in this provision is intended to prohibit Bluemner from testifying truthfully under oath pursuant to a subpoena.

9. Drafting. Each Party acknowledges that it has cooperated fully in the drafting and preparation of this Agreement, and hence no rule of construction may be used to construe this Agreement against any Party by virtue of that Party's role in drafting this Agreement.

10. Non-admission of Liability. This Agreement is not and shall not in any way be deemed to constitute an admission or evidence of any wrongdoing or liability on the part of Bluemner, Gordon and/or ErGo for any violation of any federal, state or local statute, rule,

regulation or principle of common law or equity. Rather, this Agreement constitutes the good-faith settlement and release of disputed claims, and it is acknowledged and agreed by the Parties that this Agreement is being entered into by the Parties solely to avoid the burden, expense, delay and uncertainties of further litigation and to fully and finally resolve, settle and dismiss, with prejudice, any and all claims of any kind whatsoever, whether known or unknown, which the Parties have ever had or now have against each other arising out of or relating to Bluemner's employment with Gordon and/or ErGo, the cessation of that employment, and Bluemner's compensation while employed by Gordon and/or ErGo, the California Action, the New York Action or otherwise. Gordon and/or ErGo expressly deny any wrongdoing of any kind with regard to Bluemner.

11. Modification. This Agreement may not be changed orally, and no modification, amendment or waiver of any provision contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party hereto unless made in writing and signed by all Parties.

12. Integrated Document. This Agreement contains the entire agreement and complete settlement by and among the Parties and, with the exception of the Confidentiality and Non-Disclosure Agreement which remains in full force and effect, supersedes any and all previous agreements of any kind whatsoever between them, whether written or oral, with the exception of any restrictive covenants not to compete, if any. All prior and contemporaneous discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. This is an integrated document.

13. Severability. In the event that any provision of this Agreement (other than paragraphs 1, 3, and 4) or the application thereof should be held to be void, voidable, unlawful or, for any reason, unenforceable, the remaining portion and application shall remain in full force and effect, and to that end the provisions of this Agreement are declared to be severable.

14. Governing Law. This Agreement is made and entered into, and shall be subject to, governed by, and interpreted in accordance with the laws of the State of New York and shall be fully enforceable in the state or federal courts of that state, without regard to conflicts of law principles. The Parties also consent to the service of process, pleadings, notices or other papers by any method of service approved by the state and/or federal courts in New York.

15. Non-assignment. Neither this Agreement nor any portion hereof is assignable. The Parties represent, warrant and covenant that they have not previously assigned or transferred, or purported to assign or transfer, to any individual or entity, any of the rights, claims, demands or causes of action being released herein, and agree that no such assignment or transfer may occur without a written consent executed by the Parties, and any attempt to do so shall be void.

16. Copies. This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the same effect as a signed original. Photographic and facsimile copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. Attorneys' Fees and Waiver of Claims. Bluemner agrees that she is responsible for her own attorneys' fees and costs in the California Action and New York Action and warrants that her attorneys waive and release any claims against Gordon and ErGo for attorneys' fees and costs, statutory or otherwise, related in any way to the matters covered by this Agreement. Ergo and Gordon likewise agree that they are responsible their own attorneys' fees and costs in both the California Action and the New York Action and warrant that they and their attorneys irrevocably waive and release any and all claims of any kind, without limitation, against Bluemner and/or her attorneys in either the California Action or the New York Action, past or present, including, but not limited to, claims for malicious prosecution, abuse of process, lack of probable cause, *et cetera*, or any and all claims for attorneys' fees and costs, statutory or otherwise, related in any way to the matters covered by this Agreement or arising from the claims brought in the California Action against them by Bluemner.

18. Voluntary and Knowing Agreement.

(a) The parties acknowledge that they have voluntarily executed this Agreement. Bluemner is advised to obtain the advice of any attorney or other representative of her choice, unrelated to Gordon and/or ErGo, prior to executing this Agreement. Bluemner acknowledges that she has had the opportunity to obtain such advice prior to executing this Agreement, or that she knowingly and voluntarily has chosen not to do so. The parties further acknowledges that they have a full understanding of the terms of this Agreement, which may not be changed or altered except by a writing signed by Gordon, ErGo and Bluemner.

(b) It is the intention of the parties in executing this Agreement that it shall be effective as a bar to each and every claim, demand and cause of action specified in Paragraph 3 above, to the extent allowed by law. The parties expressly waive and release all rights and claims known about as well as those that may be unknown. In furtherance of this intention, the parties hereby expressly waive any and all rights and benefits conferred upon them by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE. SECTION 1542 PROVIDES:

**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.**

(c) Bluemner acknowledges that she has been given a minimum of seven (7) days to review and consider this Agreement. Bluemner acknowledges that if she knowingly and voluntarily chooses to do so, she may accept the terms of this Agreement before the seven (7) day consideration period provided for above has expired. Changes to this Agreement that are material or immaterial will not restart the seven (7) day consideration period provided for above.

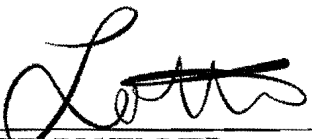
WHEREFORE, intending to be legally bound, the Parties have agreed to the aforesaid terms and indicate their agreement by signing below.



PLEASE READ CAREFULLY: THIS AGREEMENT IS A LEGAL DOCUMENT AND INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN LEGALLY WAIVABLE CLAIMS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL CLAIMS ARISING UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964; THE FAIR LABOR STANDARDS ACT; THE AMERICANS WITH DISABILITIES ACT, AS AMENDED; THE SARBANES-OXLEY ACT OF 2002; THE EQUAL PAY ACT; THE REHABILITATION ACT OF 1973; THE CALIFORNIA CONSTITUTION; THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, AS AMENDED; THE CALIFORNIA FAMILY RIGHTS ACT; THE CALIFORNIA LABOR CODE; THE CALIFORNIA EQUAL PAY LAW; THE CALIFORNIA WHISTLEBLOWER PROTECTION LAWS; AND ALL OTHER FEDERAL, STATE OR LOCAL STATUTES, RULES, ORDINANCES, REGULATIONS OR COMMON LAW OR CONSTITUTIONAL PROVISIONS.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND AFFIRM THAT I AM COMPETENT; THAT I HAVE BEEN AFFORDED A MINIMUM OF SEVEN (7) DAYS TO REVIEW AND CONSIDER THIS AGREEMENT AND HAVE BEEN ADVISED TO DO SO WITH AN ATTORNEY OF MY CHOICE; THAT I HAVE READ AND UNDERSTAND AND ACCEPT THIS DOCUMENT AS FULLY AND FINALLY WAIVING AND RELEASING ANY AND ALL LEGALLY WAIVABLE CLAIMS, DEMANDS, DISPUTES AND ANY DIFFERENCES OF ANY KIND WHATSOEVER WHICH I MAY HAVE HAD OR NOW HAVE AGAINST GORDON AND/OR ERGO ARISING OUT OF OR RELATING TO MY COMPENSATION WHILE EMPLOYED BY GORDON AND/OR ERGO, MY EMPLOYMENT WITH GORDON AND/OR ERGO AND THE CESSATION THEREOF, THE CALIFORNIA AND NEW YORK ACTIONS OR OTHERWISE; THAT NO REPRESENTATIONS, PROMISES OR INDUCEMENTS HAVE BEEN MADE TO ME EXCEPT AS SET FORTH IN THIS AGREEMENT; AND THAT I HAVE SIGNED THESE DOCUMENTS FREELY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND BY THEIR TERMS, AND WITH FULL UNDERSTANDING OF THEIR CONSEQUENCES.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed as of the dates set forth below.

  
\_\_\_\_\_  
LOTFI BLUEMNER

February 3, 2016  
Date

My firm, Christian S. Molnar Law Corporation, has served as Bluemner's counsel in the Action. By signing this Agreement, I certify that my firm and I agree to the confidentiality and no publicity provisions set forth above and to the release of attorneys' fees and costs provision set forth in Paragraphs 3, 4 and 17, but excluding Paragraph 6. The law

firm shall have no liability to Gordon, Ergo or anyone else for any violation of this Agreement by Bluemner.



CHRISTIAN S. MOLNAR LAW  
CORPORATION

By: CS Molnar, President      2/8/11  
Date

12400 Wilshire Boulevard, Suite 1180  
Los Angeles, California 90025

Attorneys for Lotti Bluemner

I hereby acknowledge and affirm that I have full authority to act on behalf of and to bind ErGo to the terms set forth in this Agreement.

Ergo Media Capital, LLC

By:         
Name: Erik H. Gordon      Date  
Title:

        
Erik H. Gordon      Date

**EXHIBIT A**

1 Christian S. Molnar, Esq. (SBN 177665)  
Ashley M. Hunt, Esq. (SBN 292083)  
2 **CHRISTIAN S. MOLNAR LAW CORPORATION**  
12400 Wilshire Boulevard, Suite 1180  
3 Los Angeles, California 90025  
4 Tel: (310) 820-9900  
Facsimile: (310) 820-9926  
5 E-Mail: [christian@christianmolnarlaw.com](mailto:christian@christianmolnarlaw.com)

6 Attorneys for Plaintiff LOTTI BLUEMNER, an  
individual  
7

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**  
11

12 LOTTI BLUEMNER, an individual,

13 Plaintiff,

14 vs.  
15

16 ERGO MEDIA CAPITAL, LLC, a Delaware  
limited liability company; ERIK H. GORDON,  
17 an individual, and DOES 1 through 20,  
inclusive,  
18

Defendants.

Case No. BC 538111

The Hon. Gregory W. Alarcon

**STIPULATION OF DISMISSAL WITH  
PREJUDICE; [PROPOSED] ORDER**

Dept.: 36

Complaint Filed: February 28, 2014

Trial Date: None set.

1  
2 IT IS HEREBY STIPULATED AND AGREED by the parties, through their counsel, that  
3 the above-entitled action be and hereby is dismissed with prejudice and without costs pursuant to  
4 Cal. Civ. Proc. Code § 581(b)(2). Each party will bear its own attorneys' fees and costs.

5 IT IS SO STIPULATED.

Respectfully submitted,

6 Dated: ~~January~~, 2016

7 February 8,

8  
9 **CHRISTIAN S. MOLNAR LAW  
CORPORATION**

10  
11 By 

12 Christian S. Molnar, Esq. (SBN 177665)  
13 Ashley M. Hunt, Esq. (SBN 292083)  
14 12400 Wilshire Boulevard, Suite 1180  
15 Los Angeles, California 90025  
16 Tel: (310) 820-9900  
17 Facsimile: (310) 820-9926

Attorneys for Plaintiff LOTTI  
BLUEMNER, an individual

18 Dated: January\_\_, 2016

19  
20 **MORGAN, LEWIS & BOCKIUS LLP**

21  
22 By: \_\_\_\_\_

23 Jason S. Mills (Bar No. 225126)  
24 Teri E. Kirkwood (Bar No. 128241)  
25 300 South Grand Avenue  
26 Twenty-Second Floor  
27 Los Angeles, CA 90071-3132  
28 Tel: 213.612.2500 / Fax: 213.612.2501

Attorneys for ERGO MEDIA  
CAPITAL,  
LLC and ERIK H. GORDON

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**[PROPOSED] ORDER**

Pursuant to stipulation, IT IS HEREBY ORDERED THAT:

The above-entitled action is dismissed with prejudice and without costs. Each party is to bear its own attorney's fees and costs.

Dated: \_\_\_\_\_, 2016

\_\_\_\_\_  
The Honorable Gregory W. Alarcon  
JUDGE OF THE SUPERIOR COURT

**EXHIBIT B**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

ERGO MEDIA CAPITAL, LLC and ERIK H.  
GORDON,

Plaintiffs,

v.

LOTTI BLUEMNER,

Defendant.

**No: 15-CV- 1377 (LGS) (GWG)  
ELECTRONICALLY FILED**

**RULE 68 OFFER OF JUDGMENT TO PLAINTIFFS  
ERGO MEDIA CAPITAL, LLC AND ERIK H. GORDON**

**TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:**

1. Pursuant to Federal Rule of Civil Procedure 68 (“Rule 68”), Defendant Lotti Bluemner (“Defendant”) hereby offers to allow entry of judgment against her and in favor of ErGo Media Capital, LLC and Erik H. Gordon (together, “Plaintiffs”), in the sum of One Dollar and Zero Cents (\$1.00).
2. In accordance with Rule 68, this offer of judgment shall remain open for fourteen (14) days after service and if not accepted within that period will be considered withdrawn.
3. To accept this offer of judgment, Plaintiffs must serve written notice of acceptance thereof to the undersigned counsel within fourteen (14) days of being served.
4. This offer of judgment is not an admission of liability or wrongdoing by Defendant, but rather is made solely for the purpose of compromising a disputed claim.
5. This offer of judgment shall not be filed with the Court unless it is accepted by Plaintiffs in accordance with Paragraph 3 above.



6. Rule 68(d) states:

If the judgment that the offeree finally obtains is not more favorable than the unaccepted offer, the offeree must pay the costs incurred after the offer was made.

CHRISTIAN S. MOLNAR LAW  
CORPORATION

By: CS Molnar 2/8/16  
Date

12400 Wilshire Boulevard, Suite 1180  
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