

# EXHIBIT A

## CONFIDENTIAL SETTLEMENT AGREEMENT

This Confidential Settlement Agreement (“this Agreement”), dated and effective this 23rd day of November, 2023 (the “Effective Date”), is made by and between Toni Sallie and her heirs, executors, administrators, and assigns (collectively, “Sallie”), on the one hand, and Russell Simmons and his heirs, executors, administrators, representatives and assigns (collectively, “Simmons”), on the other hand. Sallie and Simmons are collectively referred to as the “Parties,” and each individually, as a “Party.”

**WHEREAS**, Sallie has asserted claims against Simmons; and

**WHEREAS**, Simmons disclaims any and all liability to Sallie and denies any and all allegations asserted by Sallie against him; and

**WHEREAS**, the Parties participated in a mediation with the Hon. Shirley Werner Kornreich of JAMS on November 8, 2023;

**WHEREAS**, the Parties executed a Tolling Agreement dated November 22, 2023 in aid of finalizing this resolution; and

**WHEREAS**, the Parties, intending to be legally bound, have decided to fully and completely settle any and all claims, subject to the enforcement provisions herein, that may exist between them to avoid the inconvenience, cost, and expense of litigation.

**NOW, THEREFORE**, in consideration of the foregoing and of the material covenants and agreements of the Parties contained herein, the receipt and sufficiency of which is acknowledged by the undersigned, it is hereby agreed by and between the Parties as follows:

1. **Consideration.** Simmons shall pay or cause to be paid to Sallie the Consideration and Payments as defined and set forth in Paragraph 1 of the Confidential Letter Agreement, dated and effective November 23, 2023 (the “Letter Agreement”).

2. **No Admission of Liability.** Nothing contained in this Agreement shall constitute or be construed as an admission by any Party of any wrongdoing or any liability of any kind to any other Party and the Parties stipulate and agree that this Agreement is being entered into solely for the purposes of avoiding the costs and uncertainty of litigation.

3. **Enforcement Remedies.**

(a) In the event that Simmons (or, if applicable, his executors, representatives or estate) fails to make any Payment (including interest) by the deadlines set forth in Paragraphs 1(a)-(d) of the Letter Agreement, then an interest rate of twenty percent (20%) annualized interest shall apply to the entirety of all the Payments that remain unpaid as of that missed Payment.

(b) In the event that Simmons (or, if applicable, his executors, representatives or estate) fails to make any Payment by the deadlines set forth in Paragraphs 1(a)-(d) of the Letter Agreement, then Sallie shall provide Simmons notice of the default pursuant to Paragraph 12

below and provide him an opportunity to cure within twenty-one (21) calendar days of the effective date of her notice.

(c) *Action to Enforce this Agreement.* In the event that Simmons (or, if applicable, his executors, representatives or estate) fails to cure any default identified by Sallie pursuant to Paragraph 3(b) above within twenty-one (21) calendar days of the effective date of Sallie's notice of such breach, then Sallie shall immediately and without further notice be entitled to commence an action for breach of contract to collect any and all monies owed and outstanding, including any and all missed Payments and any and all other Payments that remain unpaid and (i) 20% annualized interest accruing from the first missed Payment and continuing from and after entry of Judgment on such breach of contract action and (ii) any reasonable attorneys' fees and costs incurred in commencing and/or prosecuting or collecting on such action.

(d) *Alternative Remedy of Action on Sallie's Underlying Claims.* In the event that Simmons (or if applicable, his executors, representatives or estate) fails to respond to any notice of default provided by Sallie pursuant to Paragraph 3(b) above and/or fails to engage in any good faith efforts to cure within twenty-one (21) calendar days of the effective date of Sallie's notice of such breach, then Sallie shall be permitted to commence an action for the underlying claims that Sallie asserted by e-mail and draft complaint on or about September 13, 2023 to Simmons' counsel and as mediated on or about November 8, 2023. In the event that Sallie elects to commence an action on the underlying claims, then Simmons shall not be required to make any further Payments otherwise due under this Agreement, and may argue that any judgment Sallie obtains in such action shall be offset by payments already made hereunder. In the event Simmons is the prevailing party in an action commenced pursuant to this paragraph, Simmons reserves all rights and remedies available to him. For the avoidance of doubt, if the terms of this paragraph apply to Simmons's breach of this Agreement, then Sallie shall have the right to elect the remedy set forth in this paragraph and/or the remedy set forth in Paragraph 3(c), above, at her sole discretion. Notwithstanding anything to the contrary in this paragraph or anywhere else in this Agreement or the Letter Agreement, under no circumstance shall Sallie commence an action pursuant to this Paragraph 3(d) within seven (7) months of the Effective Date (i.e., Sallie shall not commence an action pursuant to this Paragraph 3(d) on or before June 24, 2024).

(e) *Jurisdiction.* In connection with any and all actions that may be commenced in connection with sub-paragraphs (c) or (d) above, Simmons hereby agrees, accepts and warrants that he is subject to the jurisdiction of New York courts and that New York law shall apply. In any action commenced by Sallie pursuant to this Agreement and/or the Letter Agreement, Simmons hereby agrees that his attorneys identified in Paragraph 12 below, or any future attorney identified by Simmons as his agent for receipt of notice under this Agreement, shall be authorized to accept service of the summons and complaint in accord with the notice provisions in Paragraph 12 of this Agreement. Such service upon Simmons's attorneys shall be deemed valid service of process in the action.

(f) *Tolling.* In order to effectuate the ability of Sallie to pursue her available remedies under this Paragraph 3, the Parties hereby agree that the statute of limitations for any and all legal claims and/or causes of action by Sallie against Simmons that existed on November 8, 2023, shall and have been tolled from that date through and until January 21, 2026 (the "Tolling Period"), provided, however, that Sallie shall terminate such tolling provision in writing upon receipt of the

complete Consideration, including applicable accrued interest, in the event the Payments are made in full prior to the expiration of the Tolling Period. For the avoidance of doubt, no statute of limitations or other filing deadline on any claim under any statute or the common law applicable to any claim by Sallie against Simmons shall run against Sallie, and all statutes of limitations and other filing deadlines shall be extended and tolled, during the Tolling Period; no condition precedent to filing any action, proceeding, or claim by Sallie against Simmons shall have any force or effect or validity if Sallie commences any action or other legal proceeding against Simmons prior to the expiration of any applicable statute of limitations or filing deadline excluding all time during the Tolling Period; and Simmons shall not assert or rely upon the Tolling Period as a time bar or laches or for any other purpose to defeat any claims made or to be made by Sallie against Simmons. Simmons and his counsel expressly waive any time-based argument or defense based on either any statute of limitations or any failure to satisfy any time-based statutory condition precedent, including without limitation any time-based argument or defense or any statutory requirement relating to the end of the revival period created by the New York Adult Survivor's Act or relevant to New York City's Victims of Gender Motivated Violence Protection Law, for any time elapsed during the Tolling Period. This Agreement shall not be deemed to shorten any applicable statutes of limitations governing any underlying claims, and this Agreement is made without prejudice to other rights, claims, or defenses available to any Party as of the date of this Agreement. This Agreement shall not be deemed to revive any underlying claims that were already time-barred prior to the tolling period. This Agreement shall supersede and extend the tolling agreement entered into by the parties on November 22, 2023, but it shall not void, negate, or otherwise limit the tolling provisions and/or waivers set forth in that tolling agreement, all of which shall retain their full force and effect.

#### **4. Releases.**

(a) Release of Simmons. Upon execution of this Agreement, Sallie will execute the General Release attached as Exhibit A hereto. That executed General Release will be held in escrow by Sallie's counsel until timely payment of all of the Consideration, including applicable accrued interest. Sallie's counsel shall provide the executed General Release to Simmons' counsel within five (5) business days after payment of all of the Consideration, including applicable accrued interest. The General Release shall not be valid and shall not be enforced in any court or other proceeding unless and until timely payment of all of the Consideration, including applicable accrued interest, pursuant to the deadlines (if not sooner) as set forth in Paragraph 1 of the Letter Agreement.

(b) Release of Sallie. For and in consideration of the promises, commitments and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Simmons hereby knowingly and voluntarily forever releases and discharges Sallie from any and all Claims that Simmons and his respective issue, heirs, representatives, successors, agents, executors, administrators and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever through the date of this Agreement, including any cause of action currently existing or that may exist in the future. This release excludes any claim for breach of this Agreement.

5. **No Actions and Covenant Not to Sue.** The Parties, on behalf of themselves and their issue, heirs, representatives, successors, agents, attorneys, executors, administrators and assigns, hereby covenant and represent that, to the fullest extent permitted by law, the Parties have not directly or indirectly encouraged or solicited or voluntarily assisted or participated in any way in the investigation, filing, reporting or prosecution, and will not directly or indirectly encourage or solicit or voluntarily assist or participate in any way in the investigation, filing, reporting or prosecution, of any complaints, causes of action, claims, charges, actions, proceedings, or lawsuits with any governmental agency or any court or other tribunal against any other Party of any kind by reason of any claim present or future, known or unknown, and have not instituted, and will not institute, any complaints, causes of action, claims, charges, actions, proceedings, or lawsuits with any governmental agency or any court or other tribunal against any other Party that arise directly or indirectly out of, involve, or in any way relate to any events preceding the date of this Agreement, provided, however, that Sallie may commence any action in furtherance of and compliance with the remedies set forth in Paragraph 3.

6. **Full Discharge of Obligations.** Sallie understands and agrees that she is not entitled to, and will not receive, any payments or benefits of any kind from Simmons other than as expressly set forth in this Agreement and the Letter Agreement, including without limitation the remedies as provided in Paragraph 3 of this Agreement.

7. **Non-Admissibility.** This Agreement, its execution, and its implementation may not be used as evidence, and shall not be admissible, in any subsequent proceeding of any kind, except in any action in furtherance of and compliance with the remedies set forth in Paragraph 3.

8. **Non-Disparagement.** The Parties agree not to disparage or make any disparaging remark or send any disparaging communications concerning the other Party, directly or indirectly, including their issue, heirs, representatives, successors, agents, executors, administrators and assigns. For purposes of this Agreement, “disparage” includes, without limitation, (i) verbal and non-verbal comments or statements made via any means, whether electronic or otherwise, including without limitation, text messages, email, the Internet, blogs, social media platforms, or any Internet site or online message board, and (ii) comments or statements to any person or entity, including without limitation, to the press or media, that would in any way adversely affect the reputation of the Parties. The Parties further agree not to communicate with, give interviews, and/or provide statements to any member of the media, including without limitation any print, broadcast or electronic media, concerning any other Party. Nothing in this paragraph shall prevent Sallie from or limit Sallie’s ability to commence, zealously prosecute and collect on any action to enforce her remedies as set forth in Paragraph 3.

9. **Strict Confidentiality and Non-Disclosure.** To the maximum extent permitted by law and other than in any proceeding in furtherance of and compliance with the remedies set forth in Paragraph 3, the Parties and their counsel agree to keep strictly confidential and not to disclose to anyone, directly or indirectly, either through themselves or any agent, representative or counsel, any information concerning or in any way relating to the claims which Sallie has alleged caused her injuries or damages, this Agreement, the existence of this Agreement, the contents of this Agreement, the amount of the Consideration, the circumstances surrounding or leading up to the Agreement, its terms, conditions or negotiation, including without limitation the allegations, claims, and/or the denials or responses thereto, as well as the Parties’ mediation session on

November 8, 2023 (“Confidential Settlement Information”). Notwithstanding the foregoing prohibition on disclosures, the Parties may make appropriate disclosures to their respective legal advisors, tax advisors, significant other and mental health professionals (collectively, the “Advisors”), provided, however, that prior to making any such disclosure, the Parties first must advise such Advisor of this Paragraph 9, and the Advisor agrees to abide by it. In the event that either Party is subject to any lawful process or request from any governmental or court authority demanding disclosure of any Confidential Settlement Information, such Party shall provide notice to the other Party pursuant to paragraph 12 as soon as practicable, allowing such other Party an opportunity to object and/or quash such process or request. Any breach of this Paragraph 9 or disclosure or threatened disclosure of Confidential Settlement Information made by the Parties or by anyone acting on behalf of said Party shall be deemed a material breach of this Agreement.

**10. Rule of Ambiguities.** It is agreed and understood that the general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any language in this Agreement is found or claimed to be ambiguous, each Party shall have the same opportunity to present evidence as to the actual intent of the Parties with respect to any such ambiguous language without any inference or presumption being drawn against the drafter.

**11. Governing Law, Interpretation, and Venue.** This Agreement, and all claims of whatever kind arising out of or relating to it, will be governed by and construed exclusively in accordance with the laws of the State of New York, without regard to principles of conflicts of laws. The Parties hereby consent to exclusive jurisdiction and venue for any disputes under this Agreement in the federal and state courts located in the State of New York.

**12. Notices.** Any notice, demand, request, consent, approval, communication, or service of process that any Party desires or is required to give to or serve on the other Party pursuant to this Agreement or the Letter Agreement shall be in writing, marked “Personal & Confidential,” and served by email and either personal delivery or pre-paid overnight delivery service (e.g., FedEx) at the address provided below. Such documents are conclusively deemed received on the day they are personally served or one (1) business day after they are sent by pre-paid overnight delivery service. Any Party may change his or her address by written notice to the other Party.

**To Toni Sallie, through her Counsel:**

Mariann Meier Wang, Esq.  
Heather Gregorio, Esq.  
Cuti Hecker Wang LLP  
305 Broadway, Suite 607  
New York, New York 10007  
mwang@chwllp.com  
hgregorio@chwllp.com

**To Russell Simmons, through his Counsel:**

Patricia L. Glaser  
Kerry Garvis Wright  
Joseph D. Hadacek

Glaser Weil Fink Howard Jordan & Shapiro LLP  
10250 Constellation Blvd., 19<sup>th</sup> Floor  
Los Angeles, CA 90067  
pglaser@glaserweil.com  
kgarviswright@glaserweil.com  
jhadacek@glaserweil.com

13. **Severability.** If any term herein is held to be invalid or unenforceable, the remaining portions will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the Parties' intent as determined from the face of this Agreement, to the extent necessary to permit the maximum enforceability or validation of the term.

14. **Amendment.** This Agreement may not be amended, modified, altered or changed except upon express written consent of and signed by all Parties wherein specific reference is made to this Agreement.

15. **Entire Agreement.** This Agreement and the Letter Agreement together constitute the entire agreement between the Parties pertaining to their subject matter, and supersede all prior and contemporaneous oral and written agreements and discussions pertaining to the matters therein. There are no terms other than those they contain, and no supplement, modification, waiver or termination of this Agreement shall be deemed valid unless executed by the Parties and their counsel in writing after this Agreement's date. The parties acknowledge and agree that they have not relied on any representations, promises, or agreements of any kind made to them in connection with their decision to enter into this Agreement and/or the Letter Agreement except for those set forth in this Agreement and/or the Letter Agreement.

16. **No Waiver.** No breach of any provision can be waived unless in a writing signed by all Parties. Waiver of any one breach of any provision shall not be deemed to be a waiver of any other breach of the same or any other provision. Any Party's failure to enforce any provision shall not in any way be construed as a waiver of any such provision or prevent that Party thereafter from enforcing each and every provision of this Agreement.

17. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, representatives, executors, administrators, successors, trustees in bankruptcy, and assigns.

18. **Paragraph Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.


19. **Opportunity and Right to Counsel; Knowing and Voluntary Agreement.** The Parties hereby acknowledge that each was advised to consult with an attorney of his or her own choosing concerning the terms and provisions of this Agreement, and that they each have done so, and that the waivers made and obligations undertaken in this Agreement have been made and undertaken knowingly and voluntarily, under no undue influence and under sound mind and body. The Parties expressly acknowledge that they have read this Agreement, understand its terms, and are entering into it freely and voluntarily and without coercion.

20. **Authority.** Each person executing this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party on whose behalf said person is purporting to execute it. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered after such action as is required therefore, and constitutes a legal, valid, and binding obligation of each Party.

21. **Counterparts; Electronic and Facsimile Signatures; Timing of Execution.** The Parties may execute this Agreement on separate counterparts, all of which taken together shall constitute the Agreement. Electronic or facsimile signatures will be treated as originals for all purposes. The Parties shall execute this and the Letter Agreement no later than November 30, 2023.

22. **Attorneys' Fees and Costs.** Each Party shall bear her or his own attorneys' fees, costs, and other expenses incurred in connection with the Claims, the negotiation of this Agreement, and through and including the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date indicated below their respective signatures.


  
 \_\_\_\_\_  
 Toni Sallie  
 Date: Nov 29, 2023

\_\_\_\_\_  
 Russell Simmons  
 Date:

By their signatures below, counsel for the Parties agree, on behalf of themselves and their respective law firms, to be bound by the confidentiality provisions of this Agreement.

DATED: November 29, 2023

CUTI HECKER WANG LLP

By:   
 \_\_\_\_\_  
 Mariann Wang  
 Counsel for Toni Sallie

DATED: November \_\_\_, 2023

GLASER WEIL FINK HOWARD  
 JORDAN & SHAPIRO LLP

By: \_\_\_\_\_  
 Kerry Garvis Wright  
 Counsel for Russell Simmons


**20. Authority.** Each person executing this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party on whose behalf said person is purporting to execute it. Each Party represents and warrants that this Agreement has been duly authorized, executed and delivered after such action as is required therefore, and constitutes a legal, valid, and binding obligation of each Party.

**21. Counterparts; Electronic and Facsimile Signatures; Timing of Execution.** The Parties may execute this Agreement on separate counterparts, all of which taken together shall constitute the Agreement. Electronic or facsimile signatures will be treated as originals for all purposes. The Parties shall execute this and the Letter Agreement no later than November 30, 2023.

**22. Attorneys' Fees and Costs.** Each Party shall bear her or his own attorneys' fees, costs, and other expenses incurred in connection with the Claims, the negotiation of this Agreement, and through and including the execution of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the date indicated below their respective signatures.

\_\_\_\_\_  
Toni Sallie  
Date:

DocuSigned by:  
  
\_\_\_\_\_  
Russell Simmons  
Date: November 28, 2023r

By their signatures below, counsel for the Parties agree, on behalf of themselves and their respective law firms, to be bound by the confidentiality provisions of this Agreement.

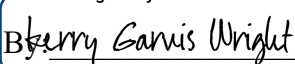
DATED: November \_\_, 2023

CUTI HECKER WANG LLP

By: \_\_\_\_\_  
Mariann Wang  
Counsel for Toni Sallie

DATED: November 28, 2023

GLASER WEIL FINK HOWARD  
JORDAN & SHAPIRO LLP

DocuSigned by:  
  
\_\_\_\_\_  
Kerry Garvis Wright  
Counsel for Russell Simmons

# EXHIBIT A

### GENERAL RELEASE

Toni Sallie (“Sallie”) hereby executes this General Release upon execution of the Settlement Agreement effective as of November 23, 2023 (the “Agreement”). Sallie acknowledges and agrees that this General Release shall be held in escrow by Sallie’s counsel until timely payment of all of the Consideration and applicable accrued interest pursuant to the Agreement is received by Sallie. Sallie acknowledges and agrees that Sallie’s counsel will provide this executed General Release to counsel for Russell Simmons within five (5) business days after timely payment of all of the Consideration and applicable accrued interest is received by Sallie.

In consideration for the full Consideration, Sallie hereby unconditionally and irrevocably releases, discharges, and covenants not to sue (either directly or indirectly) Russell Simmons and/or any of his respective agents, attorneys, spouse, heirs, executors, administrators, predecessors, beneficiaries, successors and/or assigns (collectively, the “Releasees”), with respect to any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (including, without limitation, compensatory, consequential and/or punitive damages), judgments, extents, executions, demands, fees and liabilities, at law or in equity, whether known or unknown, suspected or unsuspected, which Sallie ever had, now has, or can, shall or may have against Simmons or the Releasees, from the beginning of the world to the date of this General Release.

This General Release shall not be valid and shall not be enforced in any court or other proceeding unless and until timely payment of all of the Consideration and applicable accrued interest is completed, pursuant to the deadlines set forth in Paragraph 1 of the Agreement above and the Paragraph 1 of the Confidential Letter Agreement, and shall become null and void in the event that Sallie elects her remedy to pursue her claims under Paragraph 2 of the Agreement.

Dated:

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Toni Sallie