

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This settlement agreement and release of all claims (the “Agreement”) is made and entered into by and among Asberry Charles (“Plaintiff”) on the one hand, and Hollywood Park Casino Company, Inc. (“Defendant”) on the other. Plaintiff and Defendant are referred to collectively as the “Parties” and individually each as a “Party.” This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, Plaintiff was employed by Defendant beginning in or around September 2018;

WHEREAS, Plaintiff has asserted claims under the Private Attorney General Act (“PAGA”) in a lawsuit commenced on March 13, 2020 in the Los Angeles Superior Court, styled *Asberry Charles v. Hollywood Park Casino Company, Inc.*, Case No. 20STCV10332 (the “Action”);

WHEREAS, Defendant denies and disputes any and all of the alleged claims and allegations in the Action or those that could have been asserted by Plaintiff as a result of Plaintiff’s employment and/or any relationship between Plaintiff and Defendant and the cessation thereof; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged by Plaintiff or those claims that could be alleged as a result of Plaintiff’s employment, any relationship between Plaintiff and Defendant, and/or generally arising out of or in connection with Plaintiff’s employment and the cessation thereof.

AGREEMENT

NOW THEREFORE, in consideration of and in exchange for the promises, covenants, and releases contained in the Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. Settlement Payment. For and in consideration of the commitments made herein by Plaintiff and his counsel, Shegerian & Associates, Inc., Defendant agrees to provide Plaintiff and his counsel the total sum of Thirty Two Thousand Dollars and Zero Cents (\$32,000.00) (“the

Settlement Payment”) in full compromise and settlement of all claims released herein by Plaintiff. The Settlement Payment shall be paid by check to the “Shegerian & Associates, Inc. Client Trust Account” for Plaintiff’s alleged emotional distress and attorney’s fees, and shall be reported on IRS form 1099 and will be mailed to the following address: Shegerian & Associates, Inc., C/O Rosanna Vargas, 1900 Sawtelle Blvd., Unit 301, Los Angeles, California 90025.

Upon delivery of the Settlement Payment, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Payment to or between any counsel Plaintiff may have retained and/or consulted, specifically including, but not limited to Shegerian & Associates, Inc. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

2. Dismissal and Termination of Action. Prior to payment, Plaintiff, through his counsel, shall provide Defendant with a signed Request for Dismissal that Plaintiff will file upon full payment. Shegerian & Associates will hold the funds and won’t disburse any funds to the client until the judge enters the dismissal. In the event the court requires a declaration supporting the dismissal, Plaintiff will file a Request for Dismissal and supporting Declaration in the event the judge rejects the form method. Plaintiff hereby agrees, through his counsel, that within five (5) days of full payment under the Agreement, he shall file a Request for Dismissal with the court for dismissal *with prejudice* of the Action. Specifically, Plaintiff’s individual rights to pursue the PAGA Claim (or any rights he may have as a result of the LWDA Complaint) shall be dismissed, *with prejudice*, but the dismissal shall not extinguish any other individual’s rights, if any, under PAGA. The Parties shall cooperate in achieving the dismissal, including in filing necessary pleadings with the Court as required.

Other than this lawsuit and the LWDA Complaint, Plaintiff acknowledges and represents that no additional claims, charges, complaints have been filed and will not be filed for any claims and/or potential claims in existence as of the date that Plaintiff signs this Agreement. Plaintiff understands and agrees that Defendant’s obligation to provide payment under this Agreement is conditioned on the satisfaction of the terms of Paragraph 6, below.

3. Release of Claims.

A. *Plaintiff's Release.* Plaintiff, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Defendant, and each of its parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and any and all other entities with whom they have been, are now, or may hereafter be affiliated (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demand, charges, or complaints, specifically including but not limited to the Action, arising out of or in connection with his employment and its cessation and any and all other interactions or relations with Releasees. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing, all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums, and any and all claims for alleged violations of the California *Labor Code* generally; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiff; and all claims generally relating to Plaintiff's employment relationship, any type of relationship, and/or interactions with Releasees and the cessation thereof, including any alleged violation of any federal, state or other

governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Labor Code, specifically including, but not limited to the Private Attorneys General Act (“PAGA”) pursuant to *Labor Code* § 2699, *et seq.*;
- (8) The California Business & Professions Code;
- (9) The Employee Retirement Income Security Act, as amended;
- (10) The Americans with Disabilities Act;
- (11) The Family Medical Leave Act;
- (12) The California Family Rights Act;
- (13) The California Pregnancy Discrimination Act;
- (14) The California Wage Orders;
- (15) The National Labor Relations Act;
- (16) The Immigration Reform and Control Act;
- (17) The California Occupational Safety and Health Act, and the Federal equivalent; and
- (18) The Worker Adjustment and Retraining Notification Act; and
- (19) The Families First Coronavirus Response Act.

Additionally, Plaintiff represents, warrants, and affirms that he has no claims or rights to assert a claim for workers’ compensation benefits at this time, and Plaintiff represents, warrants and affirms that no factual basis exists for a claim for increased compensation under California *Labor Code* section 132a based upon all facts and circumstances surrounding his employment with Defendant and/or alleged employment with Releasees and its termination.

Finally, by executing this Agreement, Plaintiff represents, warrants and confirms that he is not an aggrieved employee for purposes of acting as a Private Attorney General under the PAGA, and specifically that he did not suffer any violation that would form the basis for him to pursue a claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA.

B. Application of Civil Code Section 1541. This release in all respects has been voluntarily and knowingly executed by the Parties with the express intention of effecting the legal consequences provided in the California *Civil Code* § 1541, that is, the extinguishment of obligations herein designated.

4. Waiver of Section 1542. Plaintiff states and affirms that it is his intention in executing this Agreement that the same shall be effective as a bar to each and every claim, demand, cause of action, obligation, damage, liability, charge, attorneys' fees and costs herein above released. Plaintiff expressly waives and relinquishes all of his rights and benefits, if any, arising under the provisions of California *Civil Code* § 1542, which provides:

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.

5. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act. Plaintiff acknowledges that he is knowingly and voluntarily waiving and releasing any rights he may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which he was already entitled. Plaintiff further acknowledges that he has been advised in writing, as required by the Older Workers' Benefit Protection Act, that: (a) his waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) he should consult with an attorney prior to executing this Agreement; (c) he has at least twenty-one (21) days to consider this Agreement (although Plaintiff may by his own choice execute this Agreement earlier); (d) he has seven (7) days

following his execution of this Agreement to revoke the Agreement; (e) this Agreement shall not be effective until the date upon which the revocation period has expired ("Effective Date"). Plaintiff may revoke this Agreement only by giving formal written notice of his revocation to Boris Sorsher of Fisher & Phillips LLP, located at 2050 Main Street, Suite 1000, Irvine, CA 92614, to be received by the close of business on the seventh day following Plaintiff's execution of this Agreement.

6. Timing. Defendant has no obligation to provide the consideration as set forth in Paragraph 1 above, until fourteen (14) days after all of the following have been satisfied: A) counsel for Defendant has received this Agreement, fully executed by the Parties and approved as to form by Plaintiff's counsel; B) Plaintiff has provided a W-9 form; C) Plaintiff's counsel, Shegerian & Associates, Inc. has provided a W-9 for its Client Trust Account; D) the Effective Date; and E) Plaintiff, through his counsel, has provided the signed Request for Dismissal with prejudice to Defendant that Plaintiff will file upon full payment.

7. Acknowledgement. Plaintiff acknowledges and agrees that he would not otherwise be entitled to the consideration set forth in Paragraph 1, above, were it not for his covenants, promises, and releases set forth herein. Plaintiff acknowledges that he has received all wages, commissions, and any other forms of compensation due to him from Releasees and that Releasees shall owe Plaintiff nothing further once Plaintiff receives the consideration described in Paragraph 1, above.

8. Confidentiality and Non-Disclosure. Plaintiff and his counsel agree to keep the terms of this Agreement confidential. Plaintiff may, however, discuss the terms of this Agreement with his spouse, tax advisors, or attorneys provided that at the time of such disclosure Plaintiff also informs such persons about the existence of this confidentiality provision and instructs such persons that they may not reveal or disclose the terms of this Agreement to any other party. Plaintiff may also disclose the terms of this Agreement as required by court order or subpoena provided. Plaintiff may also respond to any inquiry regarding the Action and the resolution thereof with a general statement that the Action was resolved. The Parties acknowledge that the provisions of this Paragraph are material and that any breach of the provision of this Paragraph would cause

substantial damages. Plaintiff represents and agrees that he has not and will not issue any public announcement, publication, or otherwise disclose the Agreement, the terms thereof, the claims, demand, or allegations alleged by Plaintiff, or any facts alleged to exist as support thereof, the information gathered in discovery, to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements. The requirement to obtain approval of the settlement and dismissal of the PAGA Claim is a limited exception to Plaintiff's obligations under this provision and Plaintiff is authorized to make such disclosures to the court and only the court in order to secure the dismissal of the PAGA claim.

9. Non-Disparagement, Non-Cooperation, and No Enticement. Plaintiff agrees and promises that he will not undertake any harassing or disparaging conduct directed at Releasees or any of their managers, supervisors, employees, or clients, and that he will refrain from making any negative, detracting, derogatory, or unfavorable statements about Releasees or any of their managers, supervisors, employees, or clients. Plaintiff further agrees he will not act in any manner that damages the operation or reputation of Releasees. To the extent permitted by law, Plaintiff agrees that he will not counsel or assist any attorneys or clients in the presentation or prosecution of any disputes and/or differences by any third party against Releasees unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction. Plaintiff further agrees to give Defendant's counsel notice within three (3) business days of receipt of a subpoena or other order by court or agency pursuant to this Paragraph. Nothing herein shall be construed to limit Plaintiff's right to file a charge of discrimination with, or to communicate with, or to participate in an investigation or action conducted by, the EEOC or any similar state or local administrative fair employment practices agency, and nothing in this Agreement shall be construed to prohibit such action by Plaintiff or to interfere with the statutory duties and/or authority of such agencies. However, Plaintiff expressly waives any and all rights or entitlement to any type of relief or recovery (including monetary damages, awards, or incentives, penalties, injunctive relief, reinstatement, etc.) in connection with any such claim, complaint, charge, action, proceeding and/or investigation brought against Releasees from any of the Releasees, regardless of who files, initiates or pursues any claim, complaint, charge, action, proceeding, and/or investigation as

described in this Paragraph, except that this limitation on monetary recovery will not apply to proceedings as otherwise provided for by current applicable law.

10. Liquidated Damages for Breach of Paragraphs 8 and/or 9 of this Agreement. Plaintiff and his counsel acknowledge that a breach by Plaintiff or his counsel of any of the covenants set forth in Paragraphs 8 and/or 9 of this Agreement will cause substantial harm to Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff and his counsel also acknowledge that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by him or his counsel of their obligations under Paragraphs 8 and/or 9 of this Agreement shall entitle Releasees to reasonable liquidated damages in the sum of One Thousand Dollars and Zero cents (\$1,000.00) for each breach. Plaintiff and his counsel agree that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of Paragraphs 8 and/or 9 this Agreement would be difficult to ascertain.

11. Issuance of Form 1099; No Representation of Taxability. An IRS Form 1099 will be issued to Plaintiff and his attorney, to reflect the Settlement Payments provided for in Paragraph 1(a), above. Plaintiff understands and agrees that he is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement. Plaintiff acknowledges and agrees that Releasees have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Releasees will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff. Plaintiff agrees that, in the event that any federal, state or local agency takes the position that taxes should have been withheld from amounts paid pursuant to this Agreement, Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Releasees harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith. Plaintiff hereby agrees to indemnify Releasees from any and all manner of liability if any should be imposed on them

regarding the payment to Plaintiff under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, and costs related to such payment. Upon Plaintiff's receipt of written notification from Releasees that such liability has been imposed by any of those governmental entities and the amount thereof, Plaintiff agrees that he shall fully remit such monies to the demanding entity within thirty (30) days from his receipt of such notification. Plaintiff further agrees to give Releasees written notice within ten (10) days of the time any demand for payment of taxes is received by Plaintiff from any governmental agency in connection with this payment, and further, Plaintiff will provide a confirmation that he will honor his obligations under this Paragraph.

12. Acknowledgement of Employment Status; Employment References. Plaintiff understands that any relationship he had with Releasees has ceased. Plaintiff agrees to direct any employment references to Defendant's Human Resources Department. Plaintiff further consents and agrees that, in response to any such inquiry, Defendant is authorized to report and disclose Plaintiff's (i) dates of employment; and (ii) last position held.

13. Cooperation In Pending or Future Litigation:

Plaintiff agrees to cooperate with Defendant in the defense of any legal action in which the testimony of Plaintiff, assistance of Plaintiff, document(s) or information known to Plaintiff or in the possession of Plaintiff is requested by Defendant or the party suing Defendant. Specifically, Plaintiff agrees to:

- a) Coordinate and cooperate with counsel for Defendant in gathering and producing any documents or other information requested in connection with litigation, including participating in an interview with counsel for Defendant and providing such counsel with truthful declaration supporting Defendant's position;
- b) Make himself available for deposition and deposition preparation sessions;
- c) Make himself available for testimony at trial or arbitration and the preparation session for any testimony;
- d) Cooperate with counsel for Defendant in formulating a response to any

subpoenas issued to Plaintiff in any litigation involving Defendant;

- e) Inform Defendant of any attempts made by counsel for any party involved in litigation with Defendant or the actual party in litigation with the Defendant to make contact with Plaintiff; and
- f) Coordinate a response with Defendant and/or its counsel to any attempts made by counsel for any party involved in litigation with Defendant or the actual party in litigation to make contact with Plaintiff.

14. No Admission of Liability. It is understood and agreed by the Parties that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Parties.

15. Attorneys' Fees and Costs. The Parties agree that they will bear their own attorneys' fees and costs incurred in connection with this matter. By signature on this Agreement, Shegerian & Associates, Inc. waives any claim against Releasees that they may have to attorneys' fees and costs against Releasees, except as provided in the Agreement in Paragraph 1, above.

16. Medical Bills, Liens, and Other Potential Rights for Reimbursement.

(a) Responsibility for Satisfaction of All Liens. Plaintiff represents and warrants that all bills, costs or liens resulting from or arising out of Plaintiff's alleged injuries, claims, and/or the Action are Plaintiff's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands for payment, claims or liens of any kind, that arise from or are related to payments made or services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims, and/or the Action including without limitation, all Medicare conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Further, Plaintiff will indemnify, defend and hold Releasees harmless from any and all damages, claims and rights to payment, including any attorneys' fees, brought by any person, entity or governmental agency to recover any of these

amounts.

(b) Good Faith Resolution. This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such in the settlement terms.

(c) Representation that Plaintiff Is Not a Medicare Beneficiary. Plaintiff warrants that Plaintiff neither receives nor is eligible to receive Medicare benefits as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this Agreement, no conditional payments have been made by Medicare.

(d) Representation that No Medicare Conditional Payments Exist. Plaintiff further represents and warrants that he is aware of no Medicare conditional payments that have been made on his behalf.

(e) Agreement to Indemnify, Defend, and Hold Harmless. Plaintiff will indemnify, defend and hold Releasees harmless from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages, including multiple damages, from Releasees relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims, and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

17. Attorney Liens. Plaintiff represents and warrants that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Plaintiff by any attorney in relation to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by Plaintiff. Plaintiff will indemnify, defend and hold Releasees harmless from any such claims.

18. No Additional Recovery. It is the intent of this Agreement that Plaintiff, lienholders, and any other individual or entity with an interest in Plaintiff's claims shall not recover, directly or indirectly, any sums from Releasees other than the funds received pursuant to this Agreement and set forth in Paragraph 1. If, despite the provisions of this Paragraph, any Releasee receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by the Plaintiff against another person, Plaintiff shall indemnify, provide a full defense for and hold harmless the Releasees for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Releasee is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a general release, releasing not only the Releasee but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Releasees with respect to any liability that person, firm, or corporation may have to Plaintiff.

19. Entire Agreement. This Agreement constitutes the entire agreement between Plaintiff and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees and the resolution of those claims, which will remain in full force and effect. Except for the Arbitration Agreement signed by Plaintiff in conjunction with his employment, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims, and no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Plaintiff and by a duly authorized representative of Defendant. Plaintiff further represents that he is unaware of any agreement or promise, written or oral, between Releasees and/or anyone else, that could serve as the basis for any claim or action against Releasees that has not been released in this Agreement.

20. Notices. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be given when served personally, or on the third business day after mailing if mailed by United States mail, postage prepaid, addressed to the other Party and/or its counsel.

21. No Reliance Upon Representations by the Other Side. Each Party hereto represents and acknowledges that in executing this Agreement it does not rely and has not relied upon any representation or statement made by any other Party or by the agents, attorneys or representatives of the other Party with regard to the subject matter of this Agreement, or its basis, or the effects of this Agreement other than those representations specifically set forth in this written document.

22. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

23. Construction. This Agreement is the product of arms-length negotiations and is considered to be jointly drafted. As such, it shall not be construed against any party because that party caused it to be reduced to a written instrument.

24. Fairness of Settlement. The Parties agree that this settlement is fair, reasonable and adequate. The Parties covenant never to challenge this Agreement.

25. Effect of Illegality. With the exception of Paragraph 3 of this Agreement, should any part, term or provision of this Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Agreement shall not be affected thereby. Said illegal, invalid or unenforceable part, term or provision shall be deemed not to be a part of this Agreement.

26. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

27. Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

28. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

29. Representative Capacity. Each Party executing this Agreement in a representative capacity represents and warrants that s/he is empowered to do so.

30. Counterparts and Facsimile/Digital Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

31. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto.

31. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party to enforce this Agreement, the prevailing party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

DATED: August 19, 2020

Asberry Charles
Asberry Charles

DATED:

Hollywood Park Casino Company, Inc.
By: Steve Arnold
Its: CFO

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I, having read the foregoing Settlement Agreement and Release of All Claims and knowing the contents thereof, am effecting this settlement and executing this Agreement after having the opportunity to obtain legal advice from counsel, and I sign the same as my own free act.

DATED:

Asberry Charles

DATED: 8/19/2020

Hollywood Park Casino Company, Inc.
By: Steve Arnold
Its: CFO