

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (“Settlement Agreement”) is entered into by and between Alshaya Banks (“Plaintiff”) and Casino 580, LLC (“Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from September 27, 2019 to January 17, 2020;

(b) On August 24, 2020, Plaintiff sent a letter by online submission to the California Labor and Workforce Development Agency (the “LWDA”) alleging violations of Labor Code sections 201, 202, 204, 226(a), 226.3, 226.7, and 558 and seeking penalties pursuant Labor Code section 2699(f) (the “PAGA Letter”);

(c) On November 8, 2020, Plaintiff brought an action on behalf of herself and other aggrieved employees concerning Plaintiff’s employment, failure to provide rest periods, failure to provide premium wages, failure to provide timely wages upon termination, and failure to provide accurate wage statements, which is pending as *Alshaya Banks v. Casino 58, LLC, et al.*, Alameda Superior Court, Case No.: HG20081213 (the “Action”). In the Action, Plaintiff asserts claims for Labor Code sections 201, 202, 204, 226(a), 226.3, 226.7, and 558 and seeking penalties pursuant Labor Code section 2699(f). Plaintiff alleges that Defendant owes civil penalties pursuant to the Private Attorneys General Act and Labor Code section 2698, *et seq.*, and attorneys’ fees and costs pursuant to Labor Code section 2699(g)(1);

(d) On January 8, 2021, Plaintiff brought a separate action against Defendant alleging discrimination on the basis of sex/gender, harassment, retaliation, failure to prevent discrimination, harassment, and retaliation, and wrongful termination under California Government Code section 12940, *et seq.*, *Alshaya Banks v. Casino 58, LLC, et al.*, Alameda Superior Court, Case No.: HG21085149 (the “FEHA Action”); and

(e) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties (as defined in Section 6(a) below) as of the date of execution of this Settlement Agreement. The Parties do not intend, nor does this Settlement Agreement settle or release, any claims alleged in the FEHA Action.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties, defined in Section 6(a) below, of wrongdoing or evidence of any liability or unlawful conduct of any kind.

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3. Consideration/Indemnification for Tax Consequences.

(a) In consideration for signing this Settlement Agreement and complying with its terms, provided that Plaintiff does not subsequently revoke this Settlement Agreement within the legally permissible time, the Released Parties shall pay Plaintiff the total gross sum of SIXTEEN THOUSAND DOLLARS AND ZERO CENTS (\$16,000.00) (the "Settlement Sum"). The Settlement Sum will be paid on behalf of the Released Parties as follows:

(1) EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8,000.00) shall be paid in a check made payable to "Alshaya Banks" as compensation for interest and penalties, and said amount shall be reported on IRS Form 1099; and

(2) EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$8,000.00), shall be paid in a check made payable to "Gaines & Gaines Client Trust Account" as compensation for alleged attorneys' fees and costs, and said amount shall be reported on IRS Form 1099.

(b) The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations of unpaid wages and that the consideration set forth in Section 3(a)(1) above includes a good faith, reasonable compromise, and settlement regarding such claims.

(c) Plaintiff agrees to indemnify and hold the Released Parties harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Released Parties in connection with such governmental authority's determination that Defendant or any of the other Released Parties was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or Daniel F. Gaines, of Gaines & Gaines, A Professional Law Corporation ("Plaintiff's Counsel") pursuant to Section 3(a) of this Settlement Agreement. Plaintiff agrees that Plaintiff shall indemnify the Released Parties for the full amount of such liability within thirty (30) days after receipt of notice from Defendant or any of the other Released Parties of the assessment of such taxes, penalties, or interest.

4. No Consideration Absent Execution of this Agreement. Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement and the fulfillment of the promises contained herein.

5. Disbursal of Settlement Funds/Dismissal of Action

(a) Provided Plaintiff does not revoke this Settlement Agreement within the legally permissible time and within ten (10) calendar days from the date Jackson Lewis P.C. ("Defendant's Counsel") receives all of the following: (i) the Settlement Agreement bearing the dates and signatures of Plaintiff and Plaintiff's Counsel; (ii) a fully executed Stipulation for Dismissal with prejudice of the Action as to all parties and all causes of action, excepting therefrom Plaintiff's FEHA claim and dismissing *without* prejudice as to the PAGA claim asserted on behalf

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of the State of California and all other potentially aggrieved employees in this Action; (iii) an updated Employee's Withholding Allowance Certificate (IRS Form W-4) for Plaintiff; and (iv) fully-executed Requests for the Taxpayer Identification Number and Certification (IRS Form W-9) for both Plaintiff and Plaintiff's Counsel, Defendant, through Defendant's Counsel, shall deliver the Settlement Sum to Plaintiff's Counsel at 27200 Agoura Road, Suite 101, Calabasas, California, as described in Section 3(a) above (the "Payment Date"). If the Payment Date falls on a Saturday, Sunday, or legal holiday in the State of California, then the Payment Date shall instead be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) The Parties agree to use their best efforts to obtain the Court's approval of the Stipulation for Dismissal of the Action in a timely manner.

6. General Release, Claims Not Released and Related Provisions.

(a) **General Release of Claims.** Except for the claims alleged in the FEHA Action, Plaintiff, individually and on behalf of Plaintiff's heirs, executors, administrators, representatives, attorneys, successors, and assigns knowingly and voluntarily releases and forever discharges Defendant, including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of the date of execution of this Settlement Agreement including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;

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- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;
- Any other federal, state or local civil or human rights law or any other federal, state or local law, regulation or ordinance;
- The California Labor Code including but not limited to PAGA claims under Labor Code Section 2698, *et seq.*
- Any public policy, contract, tort or common law; or
- Any basis for recovering costs, fees or other expenses including attorneys’ fees incurred in these matters, except for any attorneys’ fees and costs obtained in the FEHA Action.

7. **Waiver of California Civil Code section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, except for the claims Plaintiff alleges in her FEHA Action, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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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.

Thus, notwithstanding the provisions of section 1542 and with the exclusion of the claims alleged in the FEHA Action, to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

(a) **Claims Not Released.** Plaintiff is not settling or waiving any rights asserted in the FEHA Action, or any rights Plaintiff may have to: (i) Plaintiff's own vested accrued employee benefits under Defendant's health, welfare, or retirement benefits plans as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement; (vii) claims specifically alleged in the pending FEHA Action.. Additionally the PAGA claims asserted on behalf of the State of California, or any other potentially aggrieved employees are being dismissed without prejudice.

(b) **Government Agencies.** Nothing in this Settlement Agreement prohibits or prevents Plaintiff from filing a charge with or participating, testifying, or assisting in any investigation, hearing, action, or other proceeding before any federal, state, or local government agency (*e.g.*, EEOC, DFEH, NLRB, SEC, *etc.*), nor does anything in this Settlement Agreement preclude, prohibit, or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. Moreover, nothing in this Settlement Agreement prohibits or prevents Plaintiff from testifying in any administrative, legislative, or judicial proceeding concerning alleged criminal conduct or sexual harassment on the part of Defendant or

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any agents or employees of Defendant, when the Plaintiff has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the Legislature. However, to the maximum extent permitted by law and expressly excluding Plaintiff's participation in any federal whistleblower programs, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(c) **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which Defendant, or any of the other Released Parties identified in this Settlement Agreement, is a party.

8. Covenant Not to Sue

Plaintiff represents and covenants that other than the matters identified in Paragraph 1, subsections (c) and (d) above, Plaintiff has no other litigation including administrative matters pending against Defendant. Except for actions specifically covered by Paragraph 6(c), Plaintiff will not bring, nor will she participate in any action against Defendant relating to the terms and conditions of her employment including but not limited to any Private Attorneys General Act litigation. Plaintiff agrees that she will not act as a representative or class action plaintiff in any employment (including wage and hour and PAGA) class action against the Company and she will not provide any declaration in support of an employment lawsuit against the Company.

9. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed or caused to be filed any claim, complaint, or action against any of the Released Parties in any forum or form, other than this Action and the FEHA Action, and that Plaintiff presently is not a party to any claim, complaint, or action against any of the Released Parties in any forum or form, other than the Action and the FEHA Action.

(b) Plaintiff further affirms that Plaintiff has reported all hours worked as of the date of execution of this Settlement Agreement and, been paid or will have received all compensation, wages, bonuses, commissions, and benefits which are due and payable as of the date of execution of this Settlement Agreement. Plaintiff also affirms that, Plaintiff has been reimbursed for all expenses necessarily incurred by Plaintiff in following Defendant's directions or incurred in performing Plaintiff's duties during Plaintiff's employment with Defendant.

(c) Plaintiff further affirms that at the time she signs this Settlement Agreement, Plaintiff has no known workplace injuries or occupational diseases, and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act, the California Family Rights Act, or disability accommodation laws.

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(d) Plaintiff also affirms that, except for and excluding her claims in the FEHA action, Plaintiff has not been retaliated against for reporting any allegations of wrongdoing by Defendant or any of its officers, directors, or employees including, but not limited to, allegations of corporate fraud.

(e) Plaintiff further affirms that as of the date Plaintiff signs this Settlement Agreement, Plaintiff is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for twenty-four (24) months or longer, *etc.*). Nonetheless, if the Centers for Medicare & Medicaid Services (the “CMS”) (this term includes any related agency representing Medicare’s interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend, and hold the Released Parties harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with the Released Parties upon request with respect to (i) any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and (ii) any claim the CMS may make and for which Plaintiff is required to indemnify the Released Parties under this Section. Further, Plaintiff agrees to waive any and all future actions against the Released Parties for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

10. Limited Disclosure.

(a) Plaintiff agrees that Plaintiff will not publicize or knowingly cause or permit or authorize the publicizing of the fact of this Settlement Agreement, the contents of this Settlement Agreement, including the Settlement Sum, or of the negotiations leading up to this Settlement Agreement, or of the basis for any claims or allegations which were or could have been made against the Released Parties which concern and are within the scope of this Settlement Agreement, except as set forth in Section 10(b) below (hereafter collectively referred to as “Confidential Information”) to any person, firm, organization, or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of Defendant unless otherwise compelled by operation of law. The Parties acknowledge their intention that the provisions of this Section 10 create no liability for disclosures made: (i) prior to Plaintiff’s execution of this Settlement Agreement; (ii) by persons from public information released prior to Plaintiff’s execution of this Settlement Agreement; (iii) pursuant to Section 15 below to enforce the terms of this Settlement Agreement; or (iv) as otherwise compelled by operation of law, including the submission of this Settlement Agreement to the Court in which this Action is venued and to the LWDA as required pursuant to California Labor Code § 2699 (1)(2). Plaintiff and Plaintiff’s Counsel further acknowledge that no disclosures shall be made to any publication or reporting service regarding settlements and verdicts.

(b) Nothing in this Settlement Agreement prohibits or prevents Plaintiff from disclosing factual information related to any of the following complaints alleged in the DFEH Complaint or claims alleged in the Action: (i) any act of sexual assault; (ii) an act of sexual harassment, as defined in Civil Code section 51.9; (iii) an act of workplace harassment or discrimination based on sex, or failure to prevent an act of workplace harassment or discrimination

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based on sex or an act of retaliation against a person for reporting harassment or discrimination based on sex, as described in Government Code sections 12940(h), (i), (j), and (k); and (iv) an act or harassment or discrimination based on sex, or an act of retaliation against a person for reporting harassment or discrimination based on sex, by the owner of a housing accommodation, as described in Government Code section 12955. Based on the language of Code of Civil Procedure section 1001, this exclusion is not required when settling a pre-charge demand where no DFEH/EEOC charge or civil action has been filed. Please also note that section 1001(c) permits language to shields the identity of the individual alleging the harm and all facts that could lead to the discovery of his or her identify, upon that individual's request.

(c) The foregoing notwithstanding, Plaintiff acknowledges the confidentiality provisions of this Section 10 constitute a material inducement to Defendant to enter into this Settlement Agreement and represents that she has not directly or indirectly disclosed any Confidential Information to any third-party prior to Plaintiff's execution of this Settlement Agreement.

(d) In addition to the LWDA, and to the Court if the Court requests to see the Settlement Agreement, Plaintiff is permitted to disclose Confidential Information to Plaintiff's spouse, health care providers, tax advisors, and attorneys with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Settlement Agreement. However, as to each such person to whom Plaintiff discloses, Plaintiff agrees to inform and instruct such person of the prohibition from disclosing any Confidential Information and request that said person comply with this prohibition. Plaintiff is also permitted to disclose Confidential Information to any federal, state, or local government agency. In response to inquiries from third-parties concerning the status of this dispute or which would require the disclosure of Confidential Information, Plaintiff and Plaintiff's Counsel only will state that the dispute has been resolved and that they cannot talk about it.

(e) It is agreed that in the event of a breach of the provisions of this Section 10 by Plaintiff, it would be impractical or extremely difficult to fix actual damages to Defendant. Therefore, Plaintiff agrees that in the event of a proven breach, Plaintiff shall pay to Defendant, as liquidated damages, and not as penalty, the sum of ONE THOUSAND SIX HUNDRED DOLLARS AND ZERO CENTS (\$1,600.00), per proven breach which represents reasonable compensation to Defendant for the loss incurred because of such breach.

11. Return of Company Property/Information; Pre-Existing Agreements.

(a) Within seven (7) calendar days of Plaintiff's execution of this Settlement Agreement, Plaintiff will return all of Defendant's documents and property currently in Plaintiff's possession including, but without limitation, any and all services work, notes, reports, files, memoranda, records, cardkey passes, door and file keys, safe combinations, laptop computer, computer access codes, disks and instructional or personnel manuals, and other physical or personal property that Plaintiff received or prepared or helped to prepare in connection with Plaintiff's employment with Defendant ("Company Property"). Any Company Property, including

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that produced in discovery in the Action, shall be made available for pick-up by Defendant's Counsel at the offices of Plaintiff's Counsel.

(b) Plaintiff acknowledges and agrees that in the course of Plaintiff's employment with Defendant, Plaintiff has acquired: (i) confidential information including without limitation information received by Defendant from third-parties, under confidential conditions; (ii) other technical, product, business, financial, or development information from Defendant, the use or disclosure of which reasonably might be construed to be contrary to the interest of Defendant; or (iii) any other proprietary information or data, including but not limited to customer lists, which Plaintiff may have acquired during Plaintiff's employment (hereafter collectively referred to as "Company Information"). Plaintiff understands and agrees that such Company Information was disclosed to Plaintiff in confidence and for use only by Defendant. Plaintiff understands and agrees that Plaintiff: (i) will keep such Company Information confidential at all times, (ii) will not disclose or communicate Company Information to any third-party, and (iii) will not make use of Company Information on Plaintiff's own behalf, or on behalf of any third-party. In view of the nature of Plaintiff's employment and the nature of Company Information Plaintiff received during the course of Plaintiff's employment, Plaintiff agrees that any unauthorized disclosure to third-parties of Company Information, or threatened violation, would cause irreparable damage to the confidential or trade secret status of Company Information and to Defendant, and that, therefore, Defendant shall be entitled to an injunction prohibiting Plaintiff from any such disclosure, attempted disclosure, violation, or threatened violation.

12. Job References. Plaintiff shall direct all individuals inquiring about Plaintiff's employment with Defendant to Defendant's Human Resources Department, which will follow Defendant's policy by responding with only Plaintiff's last position and dates of employment except that this provision shall not apply to any request from a prospective employer who provides a release signed by Plaintiff pursuant to the Fair Credit Reporting Act or any state counterpart.

13. No Transfer/Assignment of Claims. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff agree that they solely are responsible for the satisfaction of any assignment or lien by Plaintiff to any lien holder and will indemnify and hold the Released Parties harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Released Parties as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

14. Liens and Attorneys' Fees/Indemnification.

(a) Plaintiff acknowledges Plaintiff solely is responsible for any liens made in connection with any services performed on Plaintiff's behalf by any attorney, consultants, expert witnesses, or healthcare providers. Each Party solely is responsible for any fees and costs

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he, she, or it has incurred including, but not limited to, fees for attorneys, consultants, and expert witnesses. Despite the fact a portion of the gross sum set forth in Section 3(a) above is being paid to Plaintiff's Counsel, Plaintiff acknowledges that none of the Released Parties are responsible for the payment of any fees incurred on behalf of Plaintiff in connection with the prosecution of the Action.

(b) Plaintiff acknowledges and agrees that Plaintiff will indemnify the Released Parties for any and all costs Plaintiff incurs as a result of any claims made by any attorneys, consultants, expert witnesses, healthcare providers, or other third-parties to recover monies from the amounts payable to Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

15. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of an alleged breach of any provision of this Settlement Agreement, any Party may institute an action in the Superior Court of the State of California for the County of Alameda specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

16. Amendment. This Settlement Agreement may not be modified, altered, or changed, except in writing and signed by both Parties wherein specific reference is made to this Settlement Agreement.

17. Miscellaneous.

(a) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

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(b) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions hereof.

(c) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it jointly.

(d) If Plaintiff or Defendant fails to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(e) Pursuant to the requirements set forth in California Labor Code § 2699 (1)(2), the Parties acknowledge that Plaintiff will submit this Settlement Agreement to the LWDA in connection with the contemplated dismissal without prejudice of the PAGA claims Plaintiff asserted in the Action on behalf of the State of California and other potentially aggrieved employees, and to the Labor Workforce Development Agency via online upload through the Agency's portal.

18. Entire Agreement. This Settlement Agreement sets forth the entire agreement between the Parties, and fully supersedes any prior agreements or understandings between the Parties. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Settlement Agreement, except for those set forth in this Settlement Agreement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN SECTION 3(a) ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASED PARTIES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT AS SET FORTH AND SUBJECT TO THE SPECIFIED EXCLUSIONS AND LIMITATIONS SET FORTH IN SECTION 6 ABOVE.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Executed on November 8, 2021
_____, 2021

DocuSigned by:

CB43B76632A1460
ALSHAYA BANKS

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CASINO 580, LLC

Executed on 11/5, 2021

By: 
JOHN PARK
Managing Member

Approved as to form and content.

GAINES & GAINES APLC

Executed on Nov. 8, 2021

By: 
DANIEL GAINES

Attorneys for Plaintiff
ALSHAYA BANKS

JACKSON LEWIS P.C.

Executed on Nov. 8, 2021

By: 
SHANNON B. NAKABAYASHI
JULIE Y. ZONG

Attorneys for Defendant
CASINO 580, LLC